

## NINTH AMENDMENT TO LEASE

This Ninth Amendment to Lease ("Amendment") is made and entered into as of June 21, 2024 by and between EB CLARKSBURG, LLC, a Delaware limited liability company, as successor-in-interest to FP Gateway 270, LLC, a New Jersey limited liability company, as successor-in-interest to Forsgate Venture II, L.L.C., a New Jersey limited liability company ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland ("County").

### WITNESSETH:

WHEREAS, Landlord (through its predecessor-in-interest) and the County are parties to a Lease dated September 21, 2005, as amended by that certain First Amendment to Lease dated October 25, 2005 (the "First Amendment"), that certain Second Amendment to Lease dated December 17, 2008 (the "Second Amendment"), that certain Third Amendment to Lease dated June 25, 2010 (the "Third Amendment"), that certain Fourth Amendment to Lease dated December 16, 2011 (the "Fourth Amendment"), that certain Fifth Amendment to Lease dated February 21, 2019 (the "Fifth Amendment"), that certain Sixth Amendment to Lease dated May 23, 2019 (the "Sixth Amendment"), that certain Seventh Amendment to Lease dated May 23, 2019 (the "Seventh Amendment"), and that certain Eighth Amendment to Lease dated September 28, 2023 (the "Eighth Amendment") (collectively, the "Lease"), whereby the County leases from Landlord certain premises containing approximately Nine Thousand Eight Hundred Twenty-Three (9,823) square feet of warehouse space, known as Suite 300 (the "Premises"), located at Building Two, 22610 Gateway Center Drive, Clarksburg, Maryland (the "Building"); and

WHEREAS, Landlord and Tenant wish to amend the Lease to extend the Term thereof and in certain other respects, subject to and upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants contained in the lease and herein made, Landlord and the County hereby enter into this Amendment and agree as follows:

1. Recitals. The foregoing recitals are incorporated into this Amendment by reference as if fully stated herein.
2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms in this Amendment shall have the same meaning as they have been assigned in the Lease.
3. Extended Term. The Term is hereby extended for the period commencing on May 24, 2024 and ending at 11:59 PM local time on May 31, 2025 (such period being referred to herein as the "Extended Term").
4. Base Rent in the Extension Term. During the Extended Term, Tenant shall pay Base

Rent in accordance with the following schedule:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
5/24/24 – 5/31/24	\$190,762.66**	\$4,102.42*
6/1/24 – 5/31/25	\$190,762.66	\$15,896.89

\*Partial Month

\*\*Partial Year

5. Holdover Rent. Any Holdover Rent that the County has already paid in conjunction with this Lease shall be credited towards the Annual Base Rent described above.

6. Brokers. The County represents and warrants to Landlord that the County has not dealt with any broker, agent or finder in carrying on the negotiations relating to this Amendment, other than Jones Lang LaSalle Brokerage, Inc. ("Broker"). The Broker shall be paid a brokerage commission pursuant to a separate agreement between Landlord and said Broker. Landlord and the County shall indemnify and hold harmless the other from and against any claims for brokerage or other commission arising by reason of a breach by the indemnifying party of the aforesaid representation and warranty.

7. Miscellaneous. Landlord and Tenant each represent and warrant to the other, with knowledge that the other is relying on this representation and warranty, that each individual executing this Amendment on behalf of such party is duly authorized to execute and deliver this Amendment, and that each party is a duly incorporated or organized entity under the laws of its state of incorporation or formation, is qualified to do business in the jurisdiction in which the Building is located, is in good standing under the laws of the state of its incorporation or formation and the laws of the jurisdiction in which the Building is located, and has the power and authority to enter into this Amendment, and that all corporate, partnership or other action requisite to authorize such party to enter into this Amendment has been duly taken. Tenant hereby acknowledges that the Lease is in full force and effect, that Landlord has met all of its obligations under the Lease, Tenant has no claims under the Lease and Landlord is not in default thereunder. Tenant hereby accepts the Premises in its "as is" condition. Except as expressly amended by this Amendment, all terms, conditions and provisions of the Lease as heretofore amended are hereby ratified and confirmed and shall continue in full force and effect in accordance with their terms. This Amendment contains and embodies the entire agreement of the parties hereto with respect to the subject matter hereof. In the event of any inconsistencies between the provisions of the Lease as heretofore amended and this Amendment, the provisions of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. This Amendment may be executed by facsimile, electronic communication in portable document format (.pdf), electronic signatures, or duplicate originals, and the parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute one and the same instrument for effective execution.

*[Signature on Following Page.]*

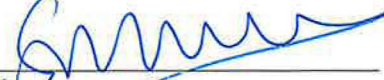
IN WITNESS WHEREOF, the parties hereto set forth their hands and seals as of the date first set forth above.

WITNESS/ATTEST:

  
\_\_\_\_\_  
Javana Radant

LANDLORD:

EB CLARKSBURG, LLC,  
a Delaware limited liability company


By:   
\_\_\_\_\_  
Name: Sylvain Aray  
Its: Authorized Signatory

WITNESS/ATTEST:

Monisola Brobbey  
\_\_\_\_\_

THE COUNTY:

MONTGOMERY COUNTY, MARYLAND,  
a body corporate and politic and a political  
subdivision of the State of Maryland

By:   
\_\_\_\_\_  
(SEAL)  
Fariba Kassiri  
Deputy Chief Administrative Officer  
Date: 06/21/2024

Recommended:  
By: Cynthia Brennerman  
\_\_\_\_\_  
Cynthia Brennerman  
Director, Office of Real Estate  
Date: 06-18-2024

Approved as to form and legality:

Office of the County Attorney

By: Neal Anker  
\_\_\_\_\_  
Name: Neal Anker  
Title: Assistant County Attorney  
Date: 6/18/2024