

LEASE AGREEMENT  
BETWEEN  
2610 ASSOCIATES  
AND  
MONTGOMERY COUNTY, MARYLAND  
DATED: July 13, 2022

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## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into this 13 day of July, 2022 by and between the 2610 ASSOCIATES, a general partnership, with an address of 11151 Veirs Mill Road, Wheaton, MD, 20902 ("Landlord") and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic with an address of 101 Monroe Street, Rockville, MD, 20850 ("County"). (The Landlord and the County together the "Parties")

### WITNESSETH:

WHEREAS, the Landlord is the owner of the fee simple title in the property known and located at 2610 University Boulevard, Wheaton Maryland, 20902 ("the Building"), in Montgomery County, Maryland; and

WHEREAS, the Landlord and the County enter this Agreement for the purpose of the County leasing storage space in the Building; and

WHEREAS, it is the desire and intent of the Parties to operate in accordance with and subject to the terms and conditions as set forth in this Agreement.

NOW THEREFORE, in consideration of the above recitals, incorporated into the terms of this Agreement and for the good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. LEASED PREMISES: Landlord does hereby lease and demise unto the County and the County hereby leases from the Landlord the premises described as 2610 University Boulevard ("Building"), Basement Warehouse, Wheaton, MD 20902,

comprising 2500 square feet of space, in its “as-is” condition and as outlined in red on “Exhibit A” attached hereto and made a part hereof (“Leased Premises”).

2. TERM: The term of this Agreement shall be five (5) years and ten (10) months, commencing on May 1, 2021 and ending April 30, 2026.

3. GROSS RENT: County shall pay to Landlord as Gross Rent beginning in year one of the Term the following:

June 1, 2021 through March 31, 2022 -monthly-\$900.00

April 1, 2022 through April 30, 2023 - \$7.00 per square foot, monthly \$1,458.33, annually (\$17,499.96).

May 1, 2023 through April 30, 2024 -\$7.21 per square foot, monthly \$1502.08, annually \$18,025.

May 1, 2024 through April 30, 2025 -\$7.42 per square foot, monthly \$1545.83, annually \$18,550.00

May 1, 2025 through April 30, 2026 -\$7.64 per square foot, monthly \$1591.66, annually \$19,100. 00

Gross Rent includes Real Estate Taxes, Common Area Maintenance charges and Utilities.

All payments are to be made in advance of the first day of each month, during the Lease Term, and shall be payable to 2610 Associates, 11151 Veirs Mill Road, Wheaton, MD 20902.

4. REAL ESTATE TAXES: Intentionally Omitted.

5. PARKING: Intentionally Omitted.

6. USE: The County covenants and agrees that the Leased Premises shall be used and occupied by the Montgomery County Government for general storage and for no

other purposes. The County shall have the right to occupy and use the Leased Premises 24 hours a day, seven days a week.

7.     **CONDITION:** The County acknowledges it is leasing the premises “as is.” Landlord makes no representations, expressed or implied. At the time of the execution of this Lease the plumbing and electricity are in working order. The County acknowledges that Landlord is not providing HVAC systems or service.

8.     **INSURANCE:**

- A.     The County shall obtain and maintain, during the Term of this Agreement, and any extension thereof, evidence of a Self-insurance Program for general liability insurance with a minimum limit of liability of Four Hundred Thousand Dollars (\$400,000) due to bodily injury (or death) per individual claim and Eight Hundred Thousand Dollars (\$800,000) for total claims that arise from the same occurrence due to bodily injury and property damage including Contractual Liability, Premises and Operations, Personal Injury, and fire liability. The County reserves the right to self-insure.
- B.     The County agrees that it will not keep in or upon the Leased Premises any article, which may be prohibited by the standard form of fire or hazard insurance policy. In the event the County’s articles causes any increase in the insurance policy premiums for the Leased Premises or any part thereof, the County shall pay the additional premiums as they become due. The County has the right to review the Landlord’s policy(ies) premiums and rates.
- C.     The County agrees to hold harmless and hereby indemnifies Landlord from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, occasioned wholly or in part to such

extent by any negligent act or omission of the County or its employees at or upon the Leased Premises, or the occupancy or use by the County of the Leased Premises, or the County's use of any exterior areas designated by the Landlord for the comfort and convenience of the County. This indemnification is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (the "LGTCA"), and Md. Code Ann., Cts. & Jud. Proc. §5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time. This indemnification shall not be considered to be a waiver of governmental immunity and is not intended to create any right or causes of action in third parties. The County shall not, however, be liable for damage or injury occasioned by the acts or omissions of Landlord or its agents, or Landlord's failure to comply with its obligations hereunder.

- D. Landlord agrees to hold harmless and hereby indemnifies the County, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, upon or at the Leased Premises or the occupancy or use by Landlord of the Leased Premises or any part thereof, or the Landlord's use of the exterior areas provided for the County for the comfort and convenience of the Landlord, occasioned wholly or in part by any act or omission of Landlord, its agents, contactors or employees, excepting claims arising out of the negligent acts or omissions of the County, the County's agents or employees.
- E. The County shall deliver to Landlord within forty-five (45) days from execution of this Agreement a certificate(s) of insurance evidencing the coverages required under this Agreement. The Landlord hereby waives any right of subrogation against the County to the extent that the liability arises

from a cause covered by insurance and only to the extent of the insurance proceeds recovered.

9. ACCESS: County will allow Landlord or Landlord's agents to have access to the Leased Premises, at all reasonable times and upon reasonable notice to County (except in the event of emergency, in which event no advance notice shall be required, and Landlord shall provide County notice of its access as soon as is practicable under the circumstances) for the purpose of inspection , or for the purpose of performing any maintenance and repairs Landlord may consider necessary or desirable; or for the Landlord to show the Leased Premises to prospective Tenants during the 12 months preceding expiration of the Term and to prospective purchasers and mortgagees at all reasonable times upon reasonable notice to County; provided, however, Landlord shall not interfere with County's use of the Leased Premises.

In addition, the County acknowledges that the only location for trash and recycling bins are in the yard adjacent to the Building and that the County will permit access to the yard to other tenants in the Building for the trash receptacles, recycling bins and other incidental uses for other tenants in the Building.

10. SERVICES: Landlord, at Landlord's expense, shall provide maintenance and repairs for all structural and mechanical systems, including but not limited to all utilities for normal office use. The Landlord shall also make all necessary maintenance, repairs and replacements to all roof water protection, including the roof, flashing, gutters, downspouts, and roof drains, all exterior walls, interior columns, windows, interior concrete slabs, and the foundation.

A. Maintenance and Repairs – Emergencies: In the event Landlord fails to provide emergency maintenance and repair with dispatch and due diligence appropriate to the condition after notice from the County, then County shall have the right but not the obligation to correct these problems and be reimbursed the cost thereof by Landlord.

- B. Maintenance and Repairs – Routine: In the event Landlord fails to correct routine maintenance and repair problems in the Leased Premises within ten (10) days after notification of same by the County, County shall have the right but not the obligation to correct these problems and be reimbursed the cost thereof by Landlord.

If Landlord, at any time during the Term, shall default in any material respect in the performance or observance of any obligation on Landlord's part to be performed or observed pursuant to this Section 10 of this Agreement, then, provided County is not then in default under the Agreement, beyond applicable notice and grace periods, County may perform such obligations, and Landlord agrees to reimburse County the amounts reasonably incurred by County in performing such obligations within a reasonable period of time agreed to by both County and Landlord. County shall not undertake maintenance, repairs and/or replacements to any structural element of the Building or the roof thereof or to any Building service equipment or system which serves or may affect any space in the Building other than the Leased Premises. A default of performance or observation of any obligation under Section's 9, 10, 11, and 12 of the Agreement if not cured as provided above can, at the option of County and after notice is given, be considered a default of the Agreement and County shall have those rights prescribed under Section 18 below.

11. HVAC: Intentionally Omitted.

12. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

- A. County will not make any alterations, additions, or improvements of any kind to the Leased Premises without the Landlord's written consent, which consent shall not be unreasonably withheld. County shall provide Landlord with plans and specifications of said work. County agrees to reimburse

Landlord for all costs incurred by Landlord in reviewing County's proposed changes or additions and improvements and provided further that, in order to protect the functional integrity of the Building, Landlord shall have the right to approve County's contractor, and such approval shall not be unreasonably withheld. Upon receipt of Landlord's written approval of the County's plans and specifications, County may proceed to perform the work at County's expense, or at County's option, County may request that Landlord perform said work at County's expense and at negotiated prices. County shall pay for any work performed by Landlord on County's behalf after inspection by County and within thirty (30) days from the submission of an invoice by Landlord for work reasonably approved by County, as additional rent hereunder.

- B. All alterations, additions, or improvements made by either of the Parties upon the Leased Premises shall become the property of the Landlord and shall remain upon and be surrendered with the Leased Premises upon the termination of this Agreement unless Landlord requires County to remove such property at the time Landlord approves installation of such improvements. County shall, with Landlord's written consent, which shall not be unreasonably withheld, have the right to install any furniture or office machinery necessary in the conduct of its business within the Leased Premises, and the same shall remain the property of the County, and shall be removed by County upon the termination of this Agreement.

13. NOTICE OF DEFECTS: County shall provide Landlord with prompt notice of accidents on or damages to the structure, equipment, or fixtures of the Leased Premises, or notice of need for repairs in the roof, plumbing, electric and heating systems, to be remedied by Landlord in accordance with the terms of this Agreement, to the extent County has actual knowledge of the foregoing.



14. ASSIGNMENT AND SUBLEASING: County shall not have the right to transfer possession or occupancy of the Leased Premises, nor sublet or assign this Agreement to any person or persons without the prior written consent of the Landlord. Landlord's consent shall not be unreasonably or unduly withheld.

15. COUNTY'S COVENANTS: County covenants and agrees:

- A. To pay the Gross Rent as provided in the Agreement to Landlord and until the Agreement expiration date or earlier termination this Agreement.
- B. Not to strip or overload, damage or deface the Leased Premises or hallways, stairways, elevators or other approaches thereto.
- C. Not to suffer or permit any trade or occupation to be carried on or use made of the Leased Premises which shall be unlawful, noisy, offensive or injurious to any person or property, or such as to increase the danger of fire or make void or voidable any insurance on said Building.
- D. Not to move any furniture or equipment into or out of the Leased Premises without Landlord's consent thereto, which consent shall not be unreasonably withheld.
- E. Not to place upon the interior or exterior of the Building or any window or other part thereof or door of the Leased Premises any placard, sign, covering or drapes, except such and in such place as shall have been first approved by Landlord, which approval shall not be unreasonably withheld. To remove, at County's expense, any changes, additions, signs, curtains, blinds, shades, awnings, aerials, flag poles, or the like not consented to in writing.

F. To conform to all reasonable rules and regulations from time to time established by Landlord.

G. To keep the Leased Premises equipped with all safety appliances required by law or ordinance or any other regulation of any public authority because of any use made by County and to procure all licenses and permits so required because of such use; it being understood that the foregoing provisions shall not be construed to broaden in any way County's Permitted Uses.

16. DESTRUCTION OF LEASED PREMISES: In the event of damage or destruction of the Leased Premises by fire or any other casualty, this Agreement shall not be terminated, but the Leased Premises shall be promptly and fully repaired and restored as the case may be by the Landlord to the extent of Landlord's insurance proceeds provided such repair and or restoration returns the Leased Premises to substantially the condition prior to such damage or destruction. Due allowance, however, shall be given for reasonable time required for adjustment and settlement of insurance claims, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of the Landlord. It is agreed that in the event of damage or destruction, this Agreement shall continue in full force and effect, except for abatement of Gross Rent as provided herein. If the condition is such as to make the entire Leased Premises "Untenantable", then the Gross Rental which the County is obligated to pay hereunder shall abate as of the date of the occurrence until the Leased Premises have been fully restored by the Landlord. Any unpaid or prepaid Gross Rent for the month in which said condition occurs shall be prorated and credited or paid to the appropriate party. If the Leased Premises are partially damaged or destroyed, then during the period that County is deprived of the use of the damaged portion of said Leased Premises, County shall be required to pay rental prorated to reflect that portion of the Leased Premises which continues to be "Tenantable" and appropriate for County's use. Landlord will proceed at its expense and as expeditiously as

may be practicable to repair the damage. In the event Landlord's (i) written estimate of the time needed to complete the repairs or (ii) actual time taken by Landlord to complete the repairs of the damage to the Building or the Leased Premises exceeds one hundred and twenty (120) days, County may terminate this Agreement forthwith, by giving Landlord thirty (30) days written notice of its intention to terminate. Notwithstanding any of the foregoing, in the event of substantial damage or destruction, and Landlord should decide not to repair or restore the Leased Premises or the building, in which event and at Landlord's sole option, Landlord may terminate this Agreement forthwith, by giving County a written notice of its intention to terminate within sixty (60) days after the date of the casualty. No compensation, or claim, or diminution of rent other than as described above will be allowed or paid, by Landlord, by reason of inconvenience, annoyance, or injury to business, arising from the necessity of repairing the Leased Premises or any portion of the Building of which they are a part.

17. SURRENDER OF POSSESSION: County covenants at the expiration or other termination of this Agreement, to remove all goods and effects from the Leased Premises not the property of Landlord, and to yield to Landlord the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to County), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk for which County is not herein expressly made liable excepted.

18. DEFAULT:

A. By County: In the event that Gross Rent, or any installment thereof, shall remain unpaid after it becomes due and payable, for ten (10) days after the first of the month, or if County or County's assigns shall fail or neglect to keep and perform each and every one of the terms of this Agreement, and such failure or neglect continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence,) after written notice to County from the Landlord specifying

the default, then at the option of the Landlord, the Landlord and his assigns may proceed to recover possession under the laws of the State of Maryland. Landlord may also pursue any rights and remedies available for such default under the laws of the State of Maryland.

- B. By Landlord: In the event that the Landlord or his assigns shall fail or neglect to keep and perform each and every one of the covenants, conditions, and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as either otherwise provided herein on as may reasonably be required to correct the default with exercise of due diligence) after written notice from the County or his assigns specifying the default, then the County or his assigns, at County's option, may pursue any and all remedies available at law and in equity. It is understood, however, that Landlord shall be entitled to notice, hearing and opportunity to cure or contest any claimed violations of the foregoing as to the full extent provided by federal, state or local law.
- C. No default as hereinbefore provided shall be deemed complete unless at the time Landlord or County seeks to take any action based upon such alleged default the same shall remain uncured by the defaulting party.

19. HOLDOVER: If County shall hold possession of the Leased Premises after the expiration or termination of this Agreement, at Landlord's option (i) County shall be deemed to be occupying the Leased Premises as a Tenant from month to month, during which time either party may terminate this Agreement on thirty (30) days written notice, and will be otherwise subject to all of the terms and conditions of this Agreement, or (ii) Landlord may exercise any other remedies it has under this Agreement or at law or in equity including an action for holding over after the date stipulated in Landlord's notice above. The rent in any holdover period shall be 125% of the base rent.

20. LIMITATION OF LIABILITY: No individual owner of Landlord shall be personally liable for damages in connection with or under the terms of this Agreement. The County agrees it shall not look to, execute upon, or seize any of Landlord's property in satisfaction of any judgment against Landlord, except for Landlord's interest and the interest of Landlord's general partners in the Leased Premises.

21. QUIET POSSESSION: Contingent on the performance of all covenants, conditions and agreements herein contained to be performed on County's part, County shall at all times during the Term of this Agreement have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes herein cited.

22. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the Parties that the Landlord and County, as their interests may appear and at their respective expense, will promptly comply with, observe and perform all of the requirements of all applicable Federal, State, County and Local statutes, ordinances, rules, orders and regulations in effect during the Term.

23. WAIVER: No waiver by the Landlord or the County of any breach of any covenant, condition, or agreement herein contained shall operate as a waiver of any succeeding breach thereof, or a waiver of any breach of any of the other terms, covenants, agreements, and conditions herein contained.

24. NON-DISCRIMINATION: Landlord agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Landlord assures the County that in accordance with applicable law; it does not and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, martial status, national origin, ancestry, disability, sexual orientation or genetic status.

25.       NON-APPROPRIATION: Landlord acknowledges and agrees that County's obligation under this Agreement to pay Gross Rent is subject to, limited by and contingent upon the appropriation and availability of funds. If the County, in its sole discretion, elects not to appropriate funds sufficient to perform its obligations under this Agreement in future years of this Agreement, then this Agreement shall automatically terminate at 11:59 p.m. on the last day for which funding is appropriated. The County's fiscal year begins July 1 and ends June 30. The County shall give the Landlord notice, in writing, seven (7) business days after the County makes a final decision not to appropriate funds sufficient to perform its obligations under this Agreement.

The term County includes the County Executive, the County Council, and all County employees and agents of the County. The County makes no warranty, guarantee, or representation and undertakes no obligation to request or obtain an appropriation of funds in future years for payment of Gross Rent. Landlord irrevocably waives any claim for unpaid Gross Rent or other damages of any kind or nature whatsoever against the County if funds are not appropriated in future years for payment of Gross Rent, including any claim that the failure to appropriate such funds constitutes a breach of any express or implied covenant of good faith and fair dealing or any other implied obligation on the part of the County.

The County shall not make or to be entitled to make any claims for reimbursement of any kind, except for prepaid items or as otherwise agreed to in this Agreement in writing by the Parties.

26.       CONTRACT SOLICITATION: Landlord represents that it has not retained anyone to solicit or secure this Agreement from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established, licensed commercial selling or leasing agencies maintained by the Landlord for the purpose of securing business or an attorney rendering professional legal service consistent with applicable canons of ethics and any such costs for the forgoing shall be borne solely by the Landlord.

27. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

28. CONDEMNATION: In the event that the Leased Premises, or any part thereof, or more than twenty-five percent (25%) of the building of which the Leased Premises are a part is taken or condemned for public use or purpose by any competent authority, County shall have no claim against the Landlord and shall not have any claim or right to any portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of the County to damages therefore, if any, are hereby assigned by the County to the Landlord. Upon such condemnation or taking, the Term of this Agreement shall cease and terminate from the date of such governmental taking or condemnation and the County shall have no claim against the Landlord for the value of any unexpired Term of this Agreement. The foregoing notwithstanding, County shall be entitled to claim, prove and receive in the condemnation proceedings such awards as may be allowed for relocation expenses and for fixtures and other equipment installed by County which shall not, under the terms of this Agreement, be or become the property of Landlord at the termination hereof, but only if such an award is made by condemning authorities in addition to and stated separately from the award made for the land and the building or parts thereof so taken.

29. GENERAL PROVISIONS:

- A. Entire Agreement: It is further understood and agreed that this instrument contains the entire agreement between the Parties hereto and shall not be modified in any manner except by an instrument in writing duly executed by the Parties hereto.

- B. Rights and Remedies: In addition to any and all rights and remedies specifically mentioned in this Agreement, Landlord and County shall have all rights and remedies granted by Law or in equity. Resort to one remedy shall not be construed as a waiver of any other remedy. Failure by Landlord or County to resort to any or all of their respective rights or remedies shall not be considered to be a waiver of such rights or remedies, nor to be acquiescence of any party in any action or default.
- C. Governing Law: The provision of this Agreement shall be governed by the laws of the State of Maryland. If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby.

30. SUBORDINATION: Landlord shall have the absolute right to encumber the Leased Premises set forth in this Agreement, at the option of Landlord, shall be subordinate to such encumbrance or encumbrances. County agrees to sign acceptable and appropriate papers for subordination within twenty (20) business days after Landlord's written request, provided such subordination shall be upon the express condition that the Agreement shall be recognized by the holder of the encumbrance and the rights of County shall remain in full force and effect during the initial Term or any extension thereof. In the event of a sale or transfer of the title to the aforesaid land and premises, any transferee shall be entitled to have this Agreement subordinated to the lien and effect of any first deed of trust or mortgage to secure purchase money. The County agrees to execute subordination documents stating that the Agreement is subordinated subject to the conditions in this Paragraph.

This Agreement is subject and subordinate to all prior recorded encumbrances on the Property. In addition to or instead of a subordination agreement, the Landlord or the Landlord's successor in interest of transfer may request the County execute an estoppel certificate in a form reasonably acceptable to the County.



31. BENEFIT AND BURDEN: All the covenants, provisions, terms, agreements, and conditions of this Agreement shall inure to the benefit of and be binding upon the Landlord, its successors or assigns, and upon the County, its successors or assigns.

32. WAIVER OF JURY TRIAL: Should any controversy arise by and between the Parties concerning any of the terms and conditions contained in this Agreement, or the payment of monies due hereunder, each of the Parties hereby knowingly, voluntarily and intentionally waives its right to a jury trial and freely elects to be tried by a court of competent jurisdiction without a jury in the State where the Leased Premises is located.

33. SIGNAGE: All signage, if applicable, shall be subject to County code and Landlord's approval, which shall not be unreasonably delayed, conditioned, or withheld.

34. MAIL NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given certified or registered mail, postage prepaid, or sent by facsimile addressed to Landlord or County respectively. Notice to the respective Parties shall be addressed as follows:

COUNTY:

Montgomery County, Maryland  
Office of Real Estate  
101 Monroe Street, 9th Floor  
Rockville, Maryland 20850  
Attn: Director of Real Estate

LANDLORD:

2610 Associates  
11151 Veirs Mill Road  
Wheaton, Maryland 20902

with copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

36. LANDLORD'S RIGHT TO TERMINATE: Notwithstanding anything in this Agreement to the contrary, Landlord shall have the right, exercisable by delivery of twelve (12) months prior written notice, at Landlord's sole option (the "Landlord Termination Option"), to terminate this Agreement if Landlord, in its sole discretion, intends to develop or redevelop the Leased Premises or the Building for any purpose. Said right of Landlord shall be exercisable by giving written notice thereof to the County (the "Termination Notice"), which written notice shall set forth a date of termination (the "Termination Date") at least twelve (12) months after the date of such notice, in which event this Agreement shall terminate on the Termination Date as if the Termination Date were the date originally fixed herein for the expiration of the Term of the Lease.

In the event that Landlord exercises the Termination Option hereunder, this Agreement shall continue in full force and effect until the Termination Date, whereupon the County shall surrender possession of the Leased Premises in accordance with the provisions of Section 17 of this Agreement. The Agreement shall terminate with respect to the Leased Premises as if the Termination Date was the expiration date set forth herein, all Basic Annual Rent and additional rent shall be prorated as of the Termination Date, and neither party shall have any obligations hereunder accruing thereafter.

The County's failure to vacate on or before the Termination Date shall subject the County to Holdover Rent as set forth in Section 19 of this Lease. .

37. ENTIRE AGREEMENT: This instrument contains the entire agreement between the Parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. The conditions and agreements contained herein are binding on, and may be legally enforced by the Parties hereto, their heirs, executors, administrators, successors and assignees, respectively, and no waiver of any breach of any condition or agreement contained herein shall be construed to be a waiver of that condition or agreement or of any subsequent breach thereof, or of this Agreement.

SIGNATURE PAGE TO FOLLOW


IN WITNESS, WHEREOF, the Parties hereto have caused this Agreement to be properly executed.

WITNESS:

LANDLORD:

BROTHERLY LOVE, LLC, General Partner  
Charles and Margaret Levin  
Family Limited Partnership  
General Partner of 2610 Associates

By:  \_\_\_\_\_

By:  \_\_\_\_\_  
Alan Levin, Managing Member

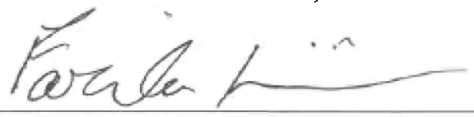
Date: \_\_\_\_\_

WITNESS:

COUNTY:


MONTGOMERY COUNTY, MARYLAND

By:  \_\_\_\_\_

By:  \_\_\_\_\_  
Fariba Kassiri  
Deputy Chief Administrative Officer

Date: 7/13/22

APPROVED AS TO FORM & LEGALITY RECOMMENDED:  
OFFICE OF COUNTY ATTORNEY

By:  \_\_\_\_\_  
Neal Anker  
Associate County Attorney

By:  \_\_\_\_\_  
Cynthia L. Brenneman, Director  
Office of Real Estate

Date: 7/11/2022

Date: 07/08/2022

BASEMENT FLOOR: PLAN 1/8" = 1'-0"  
:(EXSTING.)