

LICENSE AGREEMENT

THIS AGREEMENT, MADE THIS 4th DAY OF May, 2018, by and between 369, LLC, a Maryland limited liability company (hereinafter called the "Licensor") and Montgomery County, Maryland (hereinafter called "Licensee").

WHEREAS, the Licensee desires to use, on a month-to-month basis, certain parking facilities owned by Licensor for the purpose of parking and access thereto that are part of the property and building located at 451 Hungerford Drive, Rockville, Maryland 20850 (the "Property"); and

WHEREAS, Licensor is agreeable to such use of certain parking facilities and access thereto.

NOW THEREFORE, in consideration of the mutual terms and conditions stated below, the parties agree as follows:

1. The Licensor does hereby provide to Licensee the space described as consisting of thirty (30) non-designated parking spaces and pedestrian, and vehicular access to the parking spaces as shown on Exhibit A, attached hereto and incorporated herein (hereinafter the "Premises").
2. The term of the Agreement shall be on a month-to-month basis, commencing on the Effective Date (defined below) and ending no later than January 31, 2020. Either Licensor or Licensee shall have the right to terminate this Agreement upon giving thirty (30) days' written notice to the other of its intention to so terminate.
3. Commencing on the Effective Date (defined below) of this Agreement and continuing through June 30, 2018, the Licensee will pay as rent the sum of One Thousand Three Hundred Fifty Dollars (\$1,350.00) per month. Beginning on July 1, 2018 and continuing through the expiration date referenced in Section 2, the Licensee will pay as rent the sum of One Thousand Five Hundred Dollars (\$1,500.00) per month. All such rent shall be made payable to and at the offices of 369, LLC c/o Promark Real Estate Services, LLC, 1390 Piccard Drive, Suite 120, Rockville, MD 20850, or any other address or party as Licensor may direct in writing. Rental shall be prorated for any month during which the Licensee occupies the Premises for less than 30 days. Licensee shall not be charged or assessed any other additional rental, utility charge, taxes, or any other expense incidental to or associated with this agreement and the use of the Premises.

intended to create any rights or causes of action in any third parties or to increase the Licensees liability above the caps provided in the Indemnification Statutes, as applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be Executed by their duly authorized representatives and shall be effective as of the date of the last signature below ("Effective Date").

WITNESS:

By: Julie L. White

LICENSEE:

MONTGOMERY COUNTY, MARYLAND

By: Ramona Bell-Pearson
Ramona Bell-Pearson
Assistant Chief Administrative
Officer

Date: 5/4/18

WITNESS:

By: [Signature]

LICENSOR:

369, LLC, a Maryland limited liability company

By: [Signature]
By: Robert L. Eiringer
TITLE: Manager

Date: 4/25/2018

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

BY: [Signature]
Vickie L. Gaul
Associate County Attorney

Date: 5-2-18

EXHIBIT A

