

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE ("Fourth Amendment") is entered into this 9 day of March, 2020 (the "Fourth Amendment Effective Date") by and between **BSREP II MD OFFICE MONROE LLC**, a Delaware limited liability company ("Landlord"), successor in interest to Washington Real Estate Investment Trust, and **MONTGOMERY COUNTY, MARYLAND** ("County").

RECITALS:

WHEREAS, Landlord and County entered into that certain Office Building Lease dated June 6, 2001, as amended by that certain Amendment to Lease Agreement dated March 31, 2006, as further amended by that certain Second Amendment to Lease ("Second Amendment") dated November 22, 2011, and as further amended by that certain Third Amendment to Lease ("Third Amendment") dated July 1, 2016 (collectively, the "Lease") whereby County leased from Landlord certain premises consisting of approximately 2,097 rentable square feet of space and known as Suite 802 ("Original Premises") of the building located at 51 Monroe Street, Rockville, Maryland 20850 ("Building"); and

WHEREAS, County desires to relocate from the Original Premises to space on the sixth floor of the Building consisting of approximately 4,879 rentable square feet known as Suite 600 and Landlord is willing to agree that County may so relocate; and

WHEREAS, Landlord and County further desire to extend the Term of the Lease for ten (10) years and ten (10) months from the Fourth Extended Lease Commencement Date (defined below), and Landlord is willing to extend the Term of the Lease for such period; and

WHEREAS, Landlord and County desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this Fourth Amendment.

WITNESSETH:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by each party to the other, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows.

1. The recitals contained above are true to the best of the parties' knowledge and are incorporated by reference herein. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.

2. County agrees to vacate and surrender possession of the Original Premises pursuant to the provisions contained in the Lease, including, but not limited to Paragraph 13 of the Lease, effective as of the date which is ten (10) business days after the Fourth Extended Lease Commencement Date (the "Original Premises Vacate Date"). County's rights and obligations under the Lease with respect to the Original Premises only shall be terminated and cancelled as of 11:59 p.m. on the Original Premises Vacate Date, except for any accrued but unpaid obligations (including, but not limited to, all annual reconciliations of the actual Operating Expenses, Real Estate Taxes and Utility Expenses and such other obligations of County relating to the Original Premises relating to the period prior to the Original Premises Vacate Date), and such obligations as expressly (pursuant to the terms of the Lease) survive the expiration or earlier termination of the Lease. Notwithstanding anything contained in the Lease, as amended, to the contrary, if County does not vacate and surrender possession of the Original Premises promptly upon the Original Premises Vacate Date as provided in this Paragraph 2, then (A) County shall automatically be deemed to have committed a default under the Lease without further notice from Landlord (notwithstanding any notice requirement or cure period set forth in the Lease), (B) Landlord shall have the right, in Landlord's sole and absolute discretion, to pursue any default remedies available under the Lease, at law or in equity; and (C) Landlord shall have the rights set forth in Paragraph 20 of the Lease with respect to a County holdover. Landlord and County acknowledge and agree that County has surrendered its rights to the Original Premises effective as of the Original Premises Vacate Date and Landlord is free to demise and/or lease the Original Premises to a third party.

3. As of the Fourth Extended Lease Commencement Date (as defined below), Paragraph 1 of the Lease is amended and restated in its entirety as follows:

"PREMISES: In consideration of the rent hereinafter reserved and of the covenants hereinafter contained, Landlord hereby leases and demises to County, and County hereby leases from Landlord, Suite 600, which is depicted on **Exhibit A** attached to the Fourth Amendment to this Lease, and incorporated herein and is deemed to contain approximately 4,879 square feet of rentable area, measured in accordance with the Building Owners and Managers Association International Standard Method for Measuring Floor Area in Office Buildings ANSI/BOMA Z65.1-1996, and located on the sixth floor of the building located at 51 Monroe Street, Rockville, Maryland 20850 (the "Building"), which space is hereinafter referred to as the "Leased Premises". The land, building and improvements are defined in this Lease as the "Property.""

4. As of the Fourth Extended Lease Commencement Date, Exhibit A to the Lease is deleted and replaced in its entirety with Exhibit A attached to this Fourth Amendment.

5. Effective as of the Fourth Amendment Effective Date, the Lease is amended as follows:

“The Term of the Lease shall be extended for a period of ten (10) years and ten (10) months commencing on the Fourth Extended Lease Commencement Date (as hereinafter defined) and expiring on the Lease Expiration Date (as hereinafter defined). “Lease Expiration Date” means (i) if the Fourth Extended Lease Commencement Date is the first day of a calendar month, the one hundred thirtieth (130th) month anniversary of the day immediately preceding the Fourth Extended Lease Commencement Date; or (ii) if the Fourth Extended Lease Commencement Date is not the first day of a calendar month, the one hundred thirtieth (130th) month anniversary of the last day of the calendar month in which the Fourth Extended Lease Commencement Date occurs, or such earlier date on which this Lease is terminated by Landlord or County pursuant to the terms of the Lease. The “Fourth Extended Lease Commencement Date” shall mean earlier of (i) the date upon which the Relocated Space Improvements (as defined in Paragraph 13 of this Fourth Amendment) are substantially complete; or (ii) the date upon which County commences occupancy of the Leased Premises (as defined in the Fourth Amendment). The period from the Fourth Extended Lease Commencement Date through the Lease Expiration Date (as herein defined) shall be the “Fourth Extended Lease Term”. All references in the Lease (as amended by this Fourth Amendment) to the “Lease Expiration Date” or “Expiration Date” or similar term shall mean the Lease Expiration Date as defined in this Fourth Amendment and all references in this Lease (as amended by this Fourth Amendment) to “Term” shall include the Fourth Extended Lease Term.”

6. Effective as of the Fourth Extended Lease Commencement Date, the Lease is amended as follows:

“County agrees to pay during the Fourth Extended Lease Term, commencing on the Fourth Extended Lease Commencement Date, a Base Rent of One Hundred Forty-Three Thousand Nine Hundred Thirty and 50/100 Dollars (\$143,930.50) (hereinafter called the “Base Rent”), payable without deduction, setoff, abatement, demand or counterclaim, in equal monthly installments of Eleven Thousand Nine Hundred Ninety-Four and 21/100 Dollars (\$11,994.21). Such Base Rent (and the monthly installments thereof) shall be increased by two and 50/100 percent (2.50%) annually on the first anniversary of the Fourth Extended Lease Commencement Date and on each anniversary of the Fourth Extended Lease Commencement Date thereafter during the Term (which increase will be based upon the full Base Rent without taking into effect any rental abatement that may have been in effect during the preceding year). County shall pay installments of Base Rent in advance on the first day of each and every calendar month during the Term.

Notwithstanding the foregoing, in consideration for County’s compliance with the terms and conditions set forth in the Lease as amended by this Fourth Amendment, and so long as County has not committed a default beyond the applicable period to cure the same under the Lease as amended, Landlord shall abate Base Rent for the first ten (10) months following the Fourth Extended Lease Commencement Date (the “Extension Abatement Period”) which total Base Rent abated for such ten-month period equals One Hundred Nineteen Thousand Nine Hundred Forty-Two and 08/100 Dollars (\$119,942.08) (the “Extension Rental Incentive”).”

7. Effective as of the Fourth Extended Lease Commencement Date, in each of (a) the introductory paragraph of Paragraph 6 of the Third Amendment, (b) the introductory paragraph of Paragraph 7 of the Third Amendment, and (c) the introductory paragraph of Paragraph 8 of the Third Amendment, the reference to “zero and ninety-two hundredths percent (0.92%)” is replaced with “Two and 18/100 percent (2.18%)”.

8. Effective as of the Fourth Extended Lease Commencement Date, in each of (a) the introductory paragraph of Paragraph 6 of the Third Amendment, (b) subparagraph (d) of Paragraph 7 of the Third Amendment, and (c) subparagraph (c) of Paragraph 8 of the Third Amendment, the reference to “2016” is replaced with “2020”.

9. Effective on the Fourth Extended Lease Commencement Date, subparagraph (a) of Paragraph 6 of the Third Amendment is hereby deleted in its entirety and the following substituted in lieu thereof:

“In the event that the actual real estate taxes for any calendar year during the Term exceed the Base Real Estate Taxes set out above, commencing on the first anniversary of the Fourth Extended Lease Commencement Date and continuing thereafter, County shall pay its proportionate share of the increase in the real estate taxes for such year over the Base Real Estate Taxes. Any increase payable by County under this provision shall be deemed additional rent.”

10. Effective on the Fourth Extended Lease Commencement Date, subparagraph (e) of Paragraph 7 of the Third Amendment is hereby deleted in its entirety and the following substituted in lieu thereof:

“In the event that the actual Operating Expenses for any calendar year during the Term exceed the Initial Operating Expenses set out above, commencing on the first anniversary of the Fourth Extended Lease Commencement Date and continuing thereafter, County shall pay its proportionate share of the increase in Operating Expenses for such year over the Initial Operating Expenses. Any increase payable by County under this provision shall be deemed additional rent.”

11. Effective on the Fourth Extended Lease Commencement Date, subparagraph (d) of Paragraph 8 of the Third Amendment is hereby deleted in its entirety and the following substituted in lieu thereof:

“In the event that the actual Utility Expenses for any calendar year during the Term exceed the Initial Utility Expenses set out above, commencing on the first anniversary of the Fourth Extended Lease Commencement Date and continuing thereafter, County shall pay its proportionate share of the increase in Utility Expenses for such year over the Initial Utility Expenses. Any increase payable by County under this provision shall be deemed additional rent.”

12. Effective on the Fourth Extended Lease Commencement Date, Article 32 of the Lease is deleted in its entirety and replaced with the following:

“Landlord hereby grants County a non-exclusive license for the use of eight (8) unreserved parking spaces in the parking facilities serving the Building for use of the County and the County’s patrons in common with other Building tenants. County shall pay Landlord or its agent at Landlord’s direction, in advance, a monthly parking fee without abatement, deduction, offset, demand or counterclaim for the foregoing parking spaces at the prevailing rate per space per month which shall be deemed Additional Rent. The foregoing fee is subject to increase. Such parking rate increases shall be consistent with comparable buildings with structured parking in the Rockville, Maryland area. County agrees to comply and shall cause its officers, employees, agents and contractors to comply with all rules and regulations promulgated by Landlord with respect to the parking of vehicles.”

13. County has inspected the Leased Premises (as defined in this Fourth Amendment) and accepts the same “AS IS” without representation or warranty by Landlord of any kind and with the understanding that Landlord shall have no responsibility with respect thereto, except to perform within the Leased Premises on a one-time basis using Building standard finishes, materials and processes, certain improvements in accordance with the scope of work attached hereto as Exhibit B and the Work Letter attached hereto as Exhibit C and made a part hereof (collectively, the “Relocated Space Improvements”). Substantial completion of the Relocation Space Improvements shall be deemed to have occurred once Landlord obtains a use and occupancy permit from the City of Rockville (the “U & O Permit”). Within thirty (30) days following issuance of the U & O Permit by the City of Rockville, County and Landlord will work together to identify a punch list of items that need to be resolved and Landlord will thereafter use commercially reasonable efforts to timely complete such punch list items.

Upon request by Landlord, County shall execute and deliver to Landlord the Memorandum of Fourth Extended Lease Commencement Date in the form attached hereto as Exhibit D. County’s possession of the Leased Premises shall be conclusive evidence that County has accepted the Leased Premises for occupancy and that the condition of the Leased Premises, Building and appurtenant areas were at the time satisfactory and in conformity with the provisions of the Lease (as amended) in all respects.

14. Should the Lease or any Amendments or Addenda provide County renewal options or rights, or expansion options or rights, such options or rights shall be of no further force and effect. County further acknowledges and agrees that all work to be performed by Landlord under the Lease prior to the date hereof has been performed and any allowances payable by Landlord have been paid to or waived by County.

15. Landlord recognizes Transwestern, as Landlord’s agent, as the sole broker procuring this Fourth Amendment and shall pay said broker a commission therefor pursuant to a separate agreement between said broker and Landlord. Landlord and County each represent and warrant to one another that except as set forth herein neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Fourth Amendment. County shall indemnify and hold Landlord harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representation and warranty by County.

16. OFAC Certification. County certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. County agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney’s fees and costs) arising from or related to any breach of the foregoing certification.

17. (a) Landlord’s notice and payment addresses set forth in the Lease are hereby deleted and the following are substituted in lieu thereof:

Landlord's Notice Addresses:

BSREP II MD OFFICE MONROE LLC
c/o Brookfield Property Group
750 9th Street NW, Suite 700
Washington, D.C. 20001
Attention: Greg Meyer

With copies to:

BSREP II MD OFFICE MONROE LLC
c/o Brookfield Real Estate Opportunity Fund
Three World Financial Center
250 Vesey Street, 15th Floor
New York, NY 10281
Attention: Asset Manager

Landlord's Address for Payment of Rent:

If delivered via US Mail:

BSREP II MD OFFICE MONROE LLC
P.O. Box 76139
Baltimore, Maryland 21275-6139

If delivered via overnight courier:

Lockbox Services 76139
WELLS FARGO BANK
BSREP II MD OFFICE MONROE LLC
Lockbox 76139
7175 Columbia Gateway Drive
Columbia, Maryland 21046

Or such other place as Landlord may designate from time to time.

(b) County's notice addresses set forth in the Lease are hereby deleted and the following is substituted in lieu thereof:

County's Notice Address:

Montgomery County, Maryland
c/o Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Tel #: 240-777-6083
Fax#: 240-777-6011

With a copy that does not constitute a notice:

Office of the County Attorney for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Fax #: 240-777-7259

18. County hereby covenants, warrants and represents: (1) that each individual executing or attesting and delivering this Fourth Amendment on behalf of County is duly authorized to do so in accordance with the organizational documents of County; (2) that this Fourth Amendment is binding upon County; (3) that County is duly organized and legally existing in the State of Maryland; and (4) that the execution and delivery of this Fourth Amendment by County will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which County is a party or by which County may be bound.

19. Tax Status of Beneficial Owner. County recognizes and acknowledges that Landlord and/or certain beneficial owners of Landlord qualify as real estate investment trusts pursuant to Sections 856, et seq. of

the Internal Revenue Code and that avoiding (a) the loss of such status, (b) the receipt of any income derived under any provision of the Lease, as amended, that does not constitute "rents from real property" (in the case of real estate investment trusts), and (c) the imposition of income, penalty or similar taxes (each an "Adverse Event") is of material concern to Landlord and such beneficial owners. In the event that the Lease, as amended, or any document contemplated hereby could, in the opinion of counsel to Landlord, result in or cause an Adverse Event, County agrees to cooperate with Landlord in negotiating an amendment or modification thereof and shall at the request of Landlord execute and deliver such documents reasonably required to effect such amendment or modification.

20. This Fourth Amendment (including any and all exhibits, addenda and/or riders attached to this Fourth Amendment, each of which is hereby made a part of this Fourth Amendment with full force and effect as is set forth herein) contains the entire agreement of the parties in regard to the Leased Premises and this Fourth Amendment. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.

21. This Fourth Amendment will not be binding upon any party until this document has been executed by all parties thereto.

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SIGNATURE BLOCKS CONTAINED ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, Landlord and County have executed and delivered this Fourth Amendment under seal on the date first above written.

Witness/Attest:

COUNTY:
MONTGOMERY COUNTY

By: _____

Name: Jerome Fletcher
Title: Asst. Chief Administrative Officer

Date: Jerome Fletcher 3.9.2020

APPROVED AS TO FORM AND LEGALITY OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: _____

Name: Neal Anker
Title: Associate County Attorney

Date: 3-5-20

By: _____

Name: Cynthia Brenneman
Title: Director Office of Real Estate

Date: 3/3/20

LANDLORD:
BSREP II MD OFFICE MONROE LLC

By: _____

Greg Meyer, Authorized Signatory

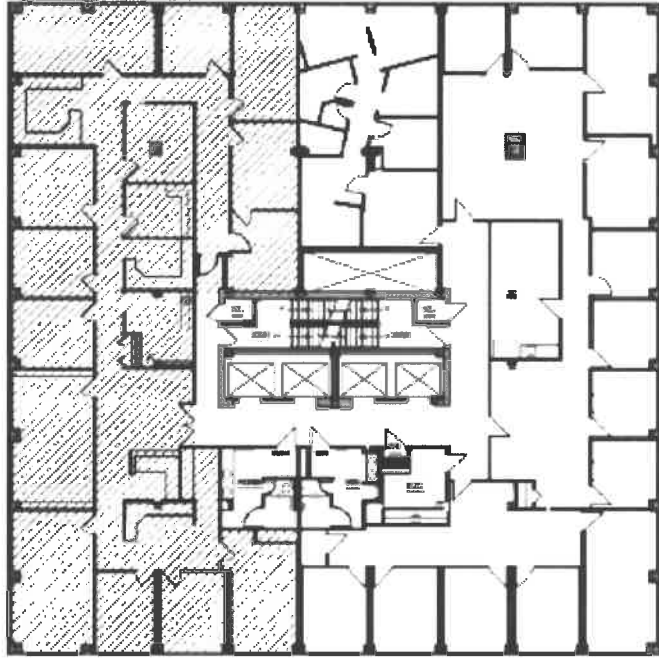
Date: 2/27/20

WITNESS/ATTEST:

[Signature]

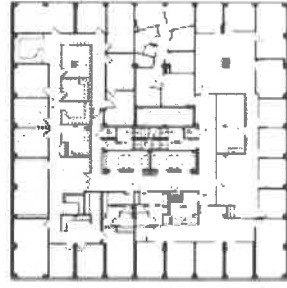
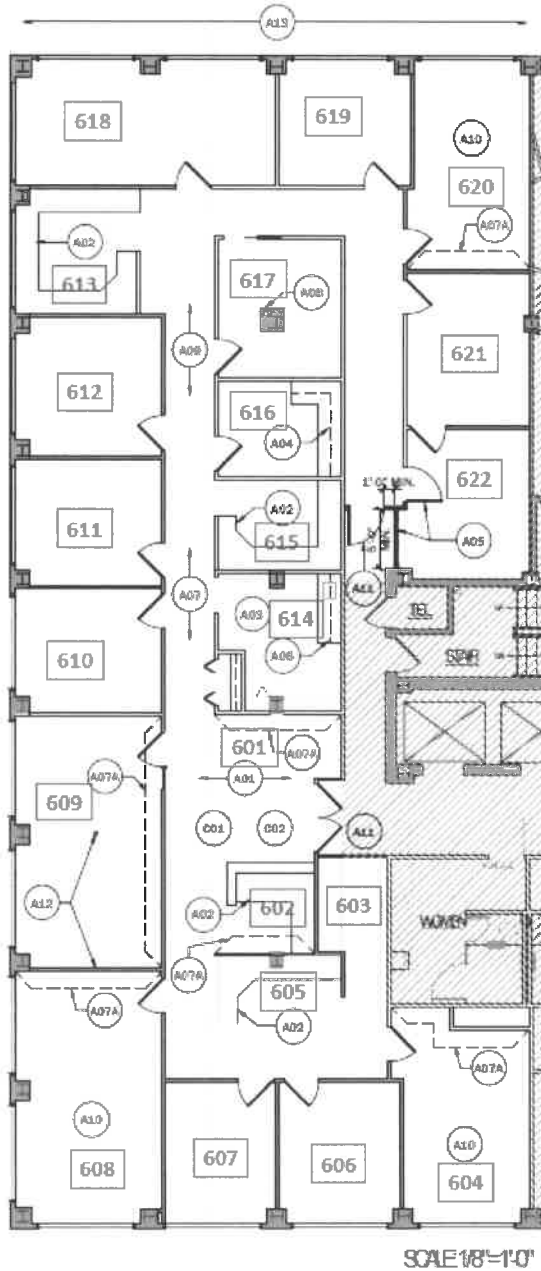
EXHIBIT A

LEASED PREMISES (Suite 600)



4,879 RSF

**EXHIBIT B
RELOCATED SPACE IMPROVEMENTS**



4879RS

Key	Keynote Text
A01	PROVIDE NEW CARPET TILE FLOOR FINISH AND CARPET WALL BASE THROUGHOUT LIMITS OF SUITE - UNLESS OTHERWISE NOTED. CARPET GRADE TO BE CONSISTENT WITH FINISH SHOWN TO TENANT IN SPEC SUITE (#404). PROVIDE SAMPLES FOR TENANT CONFIRMATION.
A02	PROVIDE NEW HIGH PRESSURE DECORATIVE LAMINATE (HPDL) FINISHES ON ALL MILLWORK SURFACES AS ILLUSTRATED (WILSONART OR SIM).
A03	PROVIDE NEW VINYL TILE/PLANK IN PANTRY WITH 4" RESILIENT CORE WALL BASE. ALLOW 98/SF INSTALLED COST FOR VINYL FLOORING.
A04	PROVIDE REPLACEMENT OF EXISTING MILLWORK WITH HPDL FINISHES (BASE AND UPPER CABINETS, AND COUNTERTOP). LAYOUT TO BE MATCH EXISTING.
A05	RELOCATE EXISTING REAR SUITE EXIT DOOR AND PROVIDE NEW SOLID CORE WOOD DOOR AND METAL FRAME AT OFFICE. ADDITIONALLY, PROVIDE GYP BD AND METAL STUD PARTITION AS ILLUSTRATED.
A06	PROVIDE REPLACEMENT OF EXISTING MILLWORK WITH HPDL FINISHES (BASE AND UPPER CABINETS, AND COUNTERTOP). LAYOUT TO BE MATCH EXISTING. PROVIDE DROPPIN STAINLESS STEEL SINK WITH FAUCET (INCL. SPRAY NOZZLE) AND DISPOSAL. PROVIDE AND CAP WATERLINE CONNECTION FOR FUTURE REFRIGERATOR W/ ICE MAKER.
A07	PROVIDE PATCHING AND POINT UP WORK ON EXISTING GYP BD PARTITIONS THROUGHOUT LIMITS OF SUITE. PAINT FINISH TO BE EGGSHELL (COLOR TBD BY TENANT). GC TO PROVIDE COLOR SELECTION OPTIONS.
A07A	PROVIDE ADJENT PAINT IN AREAS MARKED WITH DASHED LINE - TOUCH UP WALLS PER NOTE A07.
A08	PROVIDE PLYWOOD PANELS AT TOP 24" OF EACH SIDE OF COLUMN. COORDINATE WITH TENANT'S IT VENDOR.
A09	PROVIDE COMPLETE LOAD AND TEMPERATURE BALANCING OF EXISTING HVAC SYSTEM. ENSURE ZONE SIZE, THERMOSTATIC CONTROLLER, AND SIZE LOAD IS APPROPRIATE FOR SOUTH, WEST, AND NORTH FACING LOCATIONS - TYPICAL FOR ALL SPACES I.D.N.
A10	PROVIDE DEDICATED THERMOSTAT CONTROLLED HVAC AS INDICATED BY FLOOR PLAN TAG.
A11	PROVIDE JUNCTION BOXES AND CONDUIT FOR TENANT SECURITY SYSTEM. GC TO COORDINATE WITH TENANT'S VENDOR TO VERIFY CAMERA, CARD READER AND CONTROLS LOCATIONS AND CONDUIT PATHS.
A12	PROVIDE CORE DRILL AND POKE THRU DEVICE FOR POWER/DATA/AV CONNECTIONS AT CENTER OF ROOM BELOW TENANT-PROVIDED CONFERENCE TABLE. PROVIDE CONDUIT FROM POKE THRU TO WALL BEHIND TENANT-PROVIDED WALL-MOUNTED DISPLAY. PROVIDE POWER/DATA/AV RECEPTACLES BEHIND DISPLAY.
A13	LANDLORD TO ENSURE ALL WINDOW SHADE DEVICES ARE FULLY FUNCTIONING. REPLACE UNITS AS NECESSARY.
CO1	REMOVE EXISTING LIGHT FIXTURES THROUGHOUT SUITE AND REPLACE WITH BUILDING STANDARD 2x2 LED FIXTURES (B.O.D. H.E. WILLIAMS LT). NEW FIXTURES LOCATIONS MAY NOT MATCH EXISTING, AS NEW LAYOUT WILL MAXIMIZE FAVORABLE PLACEMENT BASED ON PROPOSED TENANT FURNITURE LAYOUT.
CO2	REPLACE EXISTING CEILING TILE THROUGHOUT LIMITS OF SUITE. REPAIR OR REPLACE EXISTING GRID AS NECESSARY FOR CLEAN & CONSISTENT APPEARANCE. CEILING TILE SPEC TO BE CONSISTENT WITH SPEC SUITE (#404) LEVEL OF FINISH.

SCALE 1/8"=1'-0"

PROJECT 308
DESIGN

ARCHITECTURE INTERIORS
PLANNING

SUITE 600
5110 ROSS STREET, SUITE 600, MEMPHIS, TN 38117

SHEET NAME: **TEST/FLOOR PLAN - REVISED**

ISSUE DATE: **06/27/2024**

PROJECT NUMBER: **19016**

SHEET NUMBER: **TFASK013**

**EXHIBIT C
WORK LETTER**

The terms used herein shall have the meanings ascribed to them in this Fourth Amendment, unless otherwise stated herein. Landlord and County agree that their respective rights and obligations in reference to the construction of the Relocated Space Improvements shall be as follows:

1. Space Plan.

A. Space Plan. Landlord and County have agreed to a final space plan for construction of the Relocated Space Improvements, attached to this Lease as **Exhibit B** (the "Space Plan").

B. Building Standard Construction. Landlord has designated the type and quantities of materials to be used in the construction of the Relocated Space Improvements (hereinafter referred to as "Building Standard Construction"). Unless otherwise specified on the Space Plan, Building Standard Construction shall be utilized for the Relocated Space Improvements. Landlord shall have the right to designate, and from time to time to change, the materials, fixtures, colors and other items that are Building Standard Construction, provided that such changes are of equal or superior quality. If County desires any changes in the Space Plan, such change and any resulting construction cost increases will be at County's sole cost and expense and will also be subject to Landlord's prior, written approval not to be unreasonably withheld.

2. Improvement Price. The "Improvement Price" for the Relocated Space Improvements shall be calculated and paid as follows:

A. The Improvement Price shall include the cost of the Space Plan (all subsequent revisions shall be at County's sole cost), all work, labor, material and equipment necessary to construct the Relocated Space Improvements in accordance with the Space Plan from the "as is" condition of the Leased Premises (all such construction being hereinafter referred to as the "Work") and Landlord's construction review and coordination fee equal to five percent (5%) of the cost of the Work.

B. Landlord will pay the Improvement Price to the extent that it does not exceed an amount equal to \$40.00 per square foot of rentable area in the Leased Premises (approximately \$195,160.00 based on 4,879 rentable square feet of the Leased Premises) (said amount is hereinafter referred to as "Landlord's Contribution"). If the Improvement Price exceeds Landlord's Contribution, County shall pay Landlord the difference as set forth herein. Once Landlord has completed the Work, any additional tenant finish improvements shall be at County's sole cost and expense and subject to approval pursuant to the Lease. Up to twenty percent (20%) of the Landlord's Contribution, or such lesser amount of the Landlord's Contribution remaining after payment of the Improvement Price (the "FF&E/Moving Amount"), may be used toward the following costs incurred by County with respect to the Leased Premises: costs of acquiring and installing furniture for use within the Leased Premises and moving and relocation costs relating to the Leased Premises (collectively, the "FF&E/Moving Items"). If requested by Tenant, Landlord will pay the FF&E/Moving Amount directly to Tenant's third party vendors providing or performing the FF&E/Moving Items, provided that Tenant has first delivered to Landlord unconditional lien waivers from all contractors and material suppliers, as applicable, along with any other documentation requested by Landlord and Landlord has inspected the work or materials with respect to which payment is requested. If the Improvement Price (plus any amount of such Landlord's Contribution properly used by County for such costs as provided in the foregoing sentence) is less than Landlord's Contribution, any and all unused portions of the Landlord's Contribution are hereby forfeited by County and deemed to be the property of Landlord.

C. To the extent the cost of the Work exceeds Landlord's Contribution, such Work shall be performed at County's sole cost and expense. The amount of the cost and expense in excess of Landlord's Contribution shall be agreed to by Landlord and County prior to commencement of construction of the Relocated Space Improvements. Provided County is not in default hereunder, and no circumstances exist which, with the passage of time or giving of notice or both, would constitute a default, County may request that Landlord provide an additional allowance up to a maximum amount of Thirty-Nine Thousand Thirty-Two and 00/100 Dollars (\$39,032.00) ("Additional Improvement Allowance") which amount shall be repaid by County to Landlord, as additional Base Rent, in accordance with the Lease amended by Paragraph 6 of the Fourth Amendment above ("Additional Improvement Allowance Reimbursement Rent") and shall be used to perform the Relocated Space Improvements within the Leased Premises in accordance with the terms hereof. To the extent County requests and receives any portion of the Additional Improvement Allowance from Landlord, Additional Improvement Allowance Reimbursement Rent shall be due and payable by County in consecutive equal monthly installments, commencing ten (10) days after County's receipt of Landlord's Additional Improvement Allowance Reimbursement Rent Statement, as hereinafter defined. Landlord shall provide County with a statement ("Additional Improvement Allowance Reimbursement Rent Statement") of the amount of such disbursement and the amount of the Additional Improvement Allowance Reimbursement Rent that will be payable by County during the remaining Term. The amount of the Additional Improvement Allowance Reimbursement Rent shall be determined by amortizing the sum of the Additional Improvement Allowance received by County with interest at the rate of five percent (5%) per annum over the then remaining initial Term, at the times, in the manner, at the place, and upon the same terms and conditions as apply to monthly Base Rent under this Lease. Any

Additional Improvement Allowance Reimbursement Rent payable by County shall constitute additional Base Rent.

D. Landlord shall have no obligation for the cost of improvements, finishes, or additional work not included in the Space Plan attached as **Exhibit B** (hereinafter referred to as "Additional Work"). Additional Work shall be performed at County's sole cost and expense (which costs of such Additional Work shall include Landlord's construction review and coordination fee equal to five percent (5%) of the cost of the Additional Work). Drawings and specifications, contractors, suppliers and vendors for any Additional Work shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. Any delay in completion of Additional Work performed by County shall not delay the Fourth Extended Lease Commencement Date of the Term of the Lease or the payment of Rent, or limit the obligations of County as set forth herein.

E. Failure by County to timely pay any amounts due hereunder or to perform any of its other obligations hereunder shall be a default under the Lease, entitling Landlord to all of its remedies under the Lease as well as all remedies otherwise available to Landlord, including, at Landlord's option, the right to withhold delivering possession of the Leased Premises until such amounts have been paid in full.

3. **County Delay.** County will be responsible for costs resulting from delays caused by County in completion of the Work. Any delay in substantial completion of Relocated Space Improvements for any reason caused by County shall be considered a "County Delay" such as: 1) Delays in time caused as a result of County's modifications to the Space Plan attached as **Exhibit B**; 2) Additional items required above and beyond the scope of **Exhibit B** for the Leased Premises, or long lead time items required in connection with the Relocated Space Improvements; 3) County's failure to make selections in a timely manner; 4) Delays caused by the County's architect, contractor or other consultants; 5) County's failure to grant Landlord or its agents or contractors timely access to the Leased Premises; or 6) Any other delay or stoppage of construction requested or caused by County or its agents, employees, contractors, licensees or invitees. If any County Delay occurs, then (notwithstanding anything herein or in the Lease to the contrary), at Landlord's election, the Fourth Extended Lease Commencement Date shall be the date that Relocated Space Improvements would have been substantially complete but for such County Delay, as reasonably determined by Landlord. No failure to substantially complete the Relocated Space Improvements or otherwise give County possession of the Leased Premises on any estimated Fourth Extended Lease Commencement Date shall result in liability to Landlord or affect the obligations of County hereunder or under the Lease, as amended.

4. **Deleted.**

5. **Landlord's Entry After Fourth Extended Lease Commencement Date.** Landlord may enter the Leased Premises at any time after the Fourth Extended Lease Commencement Date, upon 24 hours' notice to County to complete unfinished details of the Work and such entry by Landlord, its agents, servants, employees, or contractors for such purposes shall not constitute an actual or constructive eviction, in whole or in part, or entitle County to any abatement or diminution of Rent, or relieve County from any obligation under this Lease, or impose any liability upon Landlord or its agents. Landlord and County shall work in good faith to coordinate such access after the Fourth Extended Lease Commencement Date.

5. **Guaranty.** Landlord hereby guarantees that the Relocated Space Improvements will be free of material defects for a period of one (1) year after the Fourth Extended Lease Commencement Date, which guaranty period shall be concurrent with, and not in addition to, the period of any warranties and/or any applicable special guaranty required by any applicable construction documents relating to the Work.

6. **Landlord's Property.** All work and materials furnished are Landlord's property and will be considered part of the Building, subject to County's rights to use the same under the Lease, as amended.

7. **Binding Agreement.** This Agreement is made a part of the Fourth Amendment to which it is attached and shall be binding upon and inures to the benefit of Landlord and County, and their respective heirs, personal representatives, successors and assigns.

EXHIBIT D

MEMORANDUM OF FOURTH EXTENDED LEASE COMMENCEMENT DATE

THIS MEMORANDUM OF FOURTH EXTENDED LEASE COMMENCEMENT DATE is entered into on _____, 20____ by **BSREP II MD OFFICE MONROE LLC**, a Delaware limited liability company (“Landlord”), and **MONTGOMERY COUNTY, MARYLAND** (“County”).

RECITALS

A. Landlord and County have previously executed that certain Fourth Amendment to Lease dated _____, 2020 (the “Fourth Amendment”), which amends the Lease (as defined in the Fourth Amendment) pursuant to which County leased from Landlord approximately 4,879 rentable square feet (the “Premises”) on the 6th floor of 51 Monroe Street, Rockville, Maryland 20850 as more particularly described in the Lease (as amended by the Fourth Amendment).

B. Pursuant to the Lease (as amended by the Fourth Amendment), Landlord and County have agreed to execute this Memorandum of Fourth Extended Lease Commencement Date. All capitalized terms used herein and not defined herein shall have the meanings assigned thereto in the Lease (as amended by the Fourth Amendment).

AGREEMENTS

NOW, THEREFORE, the parties hereto confirm and agree that in the event of any conflict between the Lease (as amended by the Fourth Amendment) and the information below, the following information shall control.

1. The Fourth Extended Lease Commencement Date occurred on _____, 20____ and the Lease Expiration Date is _____, 20____. As of the date hereof, the Lease (as amended by the Fourth Amendment) is in full force and effect, and Landlord has fulfilled all of its obligations under the Lease (as amended by the Fourth Amendment) required to be fulfilled by Landlord on or prior to the date hereof.
2. Except as may have been amended above, Landlord and County hereby ratify and confirm the Lease (as amended by the Fourth Amendment) in all respects. This Memorandum of Fourth Extended Lease Commencement Date may be executed in one or more counterparts, which having been signed by all the parties hereto shall be taken as one original.

LANDLORD:

BSREP II MD OFFICE MONROE LLC,
a Delaware limited liability company

By: _____
Printed: _____
Title: _____
Dated: _____

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: _____
Printed: _____
Title: _____
Dated: _____