

LEASE AGREEMENT

THIS LEASE ("Lease") is made this 30 day of August, 2021, by and between FLOWER AVENUE SHOPPING CENTER, LP, a Maryland limited partnership ("Landlord"), and MONTGOMERY COUNTY MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("County" or "Tenant"); and jointly, the Landlord and the County are referred to as the "Parties".

ARTICLE I

LEASED PREMISES, COMMON AREAS, TERM, EXCUSE OF PERFORMANCE

SECTION 1.01. LEASED PREMISES

In consideration of the rents, covenants and agreements required to be observed and performed by the County, the Landlord demises and leases to the County, and the County rents from the Landlord, the premises located at 8703 Flower Avenue, Silver Spring, Maryland 20901 ("Leased Premises") containing an area of approximately 2,300 square feet of space on the street level, subject to measuring and adjustment on the Lease Commencement Date. The Leased Premises is outlined in red on the site plan, which is marked as **Exhibit "A"** and attached hereto and made a part of this Lease.

SECTION 1.02. USE OF COMMON AREAS

The use and occupancy by the County of the Leased Premises shall include the use, in common with others entitled to use, the common areas, service roads, loading facilities, sidewalks and customer parking areas, as shown and depicted on **Exhibit "A,"** and other facilities as may be designated by the Landlord ("Common Areas").

SECTION 1.03. COMMENCEMENT; RENT COMMENCEMENT AND ENDING DATE OF TERM

(a) The Lease Commencement Date ("Lease Commencement Date") shall be the date upon full execution of the Lease.

(b) The Rent Commencement Date ("Rent Commencement Date") shall be sixty (60) days from the Landlord's delivery of the Leased Premises which shall occur after the receipt of all permits, consents and approvals required for commencement of the County Tenant Improvements (defined below). The County shall receive two (2) consecutive months of Base Monthly rent abatement as further described in SECTION 2.01, BASE RENT (h). The Landlord and the Tenant will execute a Declaration of Rent Commencement Date Letter, attached hereto and made a part hereof as **Exhibit "B"**, within 60 days after the Rent Commencement Date.

(c) If the Landlord fails to deliver the Leased Premises within 180 days after the Tenant executes the Lease, the Tenant may elect to terminate the Lease. In which event, the Landlord must reimburse the Tenant for its actual, out-of-pocket expenses (including design, engineering and

legal expenses) incurred by the Tenant in connection with the Lease if the Landlord's failure to timely deliver the Leased Premises is not caused by Tenant, not to exceed \$15,000.00.

SECTION 1.04, LEASE YEAR, INITIAL TERM AND EXTENSIONS DEFINED

(a) "**Lease Year**" means a period of twelve (12) consecutive full calendar months. The first Lease Year shall commence on the Rent Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

(b) The "**Initial Term**" of the Lease commences on the Rent Commencement Date and expires on the tenth (10th) anniversary year of the Rent Commencement Date. The "**Term**" of this Lease is the Initial Term and any Extension Term exercised by County.

(c) Extension Term:

(i) Provided that the Lease is in full force and effect, and County is still in occupancy of the Leased Premises and is not in default of the Lease, County shall have the Option to Renew this Lease (the "Extension Option") for three (3) consecutive five (5) year terms (each, an "Extension Term"), exercisable in accordance with this subparagraph (c), at the end of the then current Lease Term, with no more than fifteen (15) months but no less than nine (9) months prior written notice. County's extension rental rate shall be the prevailing market rate and shall include annual escalations and market concessions for renewal transactions in comparable office buildings in the Silver Spring, MD submarket, subject to the terms and conditions set forth below.

(ii) In the event County shall wish to exercise an Extension Option, it shall request in writing ("Term Renewal Request") from Landlord a quote of the Base Annual Rent for the Extension Term (including annual escalations) not less than ten (10) months prior to the expiration of the then current Lease Term. Within ten (10) days after such Term Renewal Request, Landlord shall give County written notice of such quote. County shall then have thirty (30) days after the date of Landlord's notice in which to exercise such Extension Option by written notice to Landlord accepting the Base Annual Rent quoted by Landlord or stating that County is exercising the Extension Option and wishes to have the Base Annual Rent for the Extension Term determined by the "MAI Appraiser Process" described in sub-paragraph (iii) below. In the event that County does not exercise the Extension Option or provide Landlord with a written response within said thirty (30) day period the Extension Option shall terminate immediately and Landlord shall be relieved of any and all liability created by the grant of such option.

(iii) If County elects to have the Base Annual Rent for the applicable Extension Term determined by the MAI Appraiser Process, then the fair market rent for the applicable Extension Term (including annual escalations) shall be independently determined by two (2) disinterested real estate appraisers, one (1) of whom shall be named by Landlord and one (1) by County. Said appraisers shall each be practicing real estate appraisers licensed in Montgomery County, Maryland, specializing in the field of commercial real estate, having no less than ten (10) years' experience in such field, recognized as ethical and reputable within their field, and certified as MAI or an equivalent professional certification if MAI no longer exists. Landlord and County agree to make their appointments promptly within thirty (30) days after Landlord's receipt of County's notice to extend, or sooner if mutually agreed upon. Within forty-five (45) days after

both such appraisers have been appointed, each appraiser shall submit his or her determination of said fair market rent. The Base Annual Rent for the first lease year of the extension term shall be the average of the two (2) determinations; provided, however, that if two of the appraisers are not within ten percent (10%) of each other, then the two (2) appraisers shall select a third appraiser with the qualifications described above within ten (10) days after submitting their determinations of the fair market rent. Within forty-five (45) days after the third appraiser is selected, such appraiser shall submit his or her determination of said fair market rent. In such event, the Base Annual Rent for the first lease year of the Extension Term shall be the average of (a) the third appraiser's determination and (b) whichever determination of the other two (2) appraisers is closest to the third appraiser's determination. In arriving at their individual rate determinations, each appraiser shall consider and analyze all the components of the Lease and apply them to current market factors. Landlord and County shall each pay the fee of the appraiser selected by it and if a third appraiser is used, they shall equally share the payment of the fee of the third appraiser. Notwithstanding the foregoing, Landlord and County may at any time after appointing the appraisers, agree upon the Base Annual Rent (including annual escalations) payable during the applicable Extension Term and such mutual agreement shall supersede the appraisers' determinations.

(iv) Landlord after the initial Ten (10) year term has the right to Terminate the Lease Agreement at anytime with Twenty-Four (24) months written notice to Tenant to vacate premises.

SECTION 1.05. EXCUSE OF LANDLORD'S PERFORMANCE

The Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if the delay in performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, through Act of God or other cause beyond the control of the Landlord.

SECTION 1.06. EXCUSE OF COUNTY'S PERFORMANCE

The County shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease, if the delay in performance is due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, through Act of God or other cause beyond the control of the County.

ARTICLE II

RENT, TAXES, ADDITIONAL RENT

SECTION 2.01. BASE RENT

(a) Rent. Subject to the provisions of Article XXII, below, on the Rent Commencement Date Commencing, the County shall pay to Landlord all Rent (as hereinafter defined) in United States currency, without any deduction, set-off, notice, demand, and unless expressly stated otherwise, billing. Commencing on the Rent Commencement Date, the County shall pay all Base Monthly Rent, as well as estimated increases in Real Estate Taxes and Operating Expenses (all as

hereinafter defined) in advance by the first day of each calendar month. This Lease is a triple net. Landlord shall be responsible for warranting all mechanical, electrical, and plumbing are in Good Working Order for the first year of the County's occupancy of the Leased Premises. County is responsible for routine maintenance of their equipment through 3rd Party Service Contractors or County Employees. Landlord will make any repairs in first year to mechanical, electrical and plumbing only if the installation work was performed improperly. If repairs are due to lack of routine maintenance by County, then Landlord has no responsibility for repairs. Landlord has installed meters to measure electric, gas and water consumption at the Leased Premises. During its tenancy, the County shall pay utility companies directly for its electric, gas, and water usage within the Leased Premises, it being acknowledged that the same are metered as set forth above.

(b) Base Annual Rent. The "Base Annual Rent" shall be payable by the County to the Landlord during each Lease Year of the Lease Term in equal monthly installments of "Base Monthly Rent" attached hereto and specified below.

(c) Adjustments to Base Annual Rent. On the first day of the second Lease Year, and on the first day of each Lease Year thereafter during the Lease Term, the Base Annual Rent (then in effect) shall be increased by two and one-half percent (2.5%) per annum over the Base Annual Rent payable during the previous Lease Year, except the Base Annual Rent for the first Lease Year of the Initial Term shall be determined as set forth below. Landlord shall provide the County written notice of each such adjustment and the amount of the Base Annual Rent payable during the forthcoming Lease Year in accordance with the Base Rent schedule set forth in (i) below.

(d) Rental Abatement. The Landlord shall abate one hundred percent (100%) of the Base Monthly Rent for the first two (2) consecutive months of the Initial Term.

(e) Additional Rent. All money due to Landlord under the requirements of this Lease, other than Base Rent, is "Additional Rent." Unless stated otherwise, the County shall pay Additional Rent within 10 business days of receipt of an invoice. Landlord's remedies for the non-payment of Additional Rent are the same as for non-payment of Base Annual Rent.

(f) Survival. Regardless of the Lease Expiration Date or earlier end of the Lease Term (except for termination due to non-appropriation, per Section 23.13 of this Lease), the County shall promptly and fully perform all its Lease obligations.

(g) Deposit. The County shall NOT pay a security deposit.

(h) During the Lease Term, the County shall pay or cause to be paid to the Landlord the annual and monthly amounts listed in the following schedule:

LEASED	PREMISES	RENT	SCHEDULE
Lease Year	Base Annual Rent	Base Monthly Rent	Per Square Foot Base Rental Rate

1*	\$82,800.00	\$6,900.00	\$36.00
2	\$84,870.00	\$7,072.50	\$36.90
3	\$86,991.75	\$7,249.31	\$37.82
4	\$89,166.54	\$7,430.55	\$38.77
5	\$91,395.71	\$7,616.31	\$39.74
6	\$93,680.60	\$7,806.72	\$40.73
7	\$96,423.18	\$8,001.88	\$41.75
8	\$98,423.18	\$8,201.93	\$42.79
9	\$100,883.76	\$8,406.98	\$43.86
10	\$103,405.85	\$8,617.15	\$44.96

*= The Landlord shall abate the first two (2) consecutive months of Base Monthly Rent for the Initial Term.

All payments are to be made in advance of the first day of each month, during each Lease Year, and shall be payable to the following:

**Flower Avenue Shopping Center, LP c/o
Harvey Property Management Company, Inc
6708 Wisconsin Avenue, Suite 360
Bethesda, Maryland 20815
Attn: Greg Fernebok, General Partner**

**Overnight Carrier:
Flower Avenue Shopping Center, LP c/o
Harvey Property Management Company, Inc
6708 Wisconsin Avenue, Suite 360
Bethesda, Maryland 20815
Attn: Greg Fernebok, General Partner**

If the Lease Commencement Date occurs on a day other than the first day of the calendar month, the Base Rent shall be prorated at the rate of one thirtieth 1/30 of the applicable monthly installment per day for each day of such partial month.

SECTION 2.02, TAXES

Real Estate Taxes. Real Estate Taxes shall mean any tax, charge, user or utility fee, or other imposition of any and every kind (other than Assessments) imposed by a public or quasi-public authority ("Taxing Authority"), attributable in any manner to the land and/or buildings owned by Landlord and constituting the Shopping Center or the rents receivable therefrom; without limiting the generality of the foregoing, Real Estate Taxes shall include:

- (a) general real estate taxes;
- (b) water and sewer rents, rates and charges (including water and sewer connection and/or hook up charges) other than such as are directly billed to and payable by individual tenants;
- (c) any sum payable in the future by Landlord as an addition to or substitute for a Real Estate Tax now payable with respect to the Shopping Center;
- (d) any obligation to pay money occasioned or attributable to limitations imposed upon taxing authority(s) with respect to the extent of taxation, tax assessment, tax rate or tax payment.

2.03 Assessments. Assessment shall mean any general, special or other assessment (including interest payable upon installment payments) levied, assessed or imposed upon or against the land and/or buildings constituting the Shopping Center by a public or quasi-public authority for public betterments and improvements.

2.04 Tenant's Share of Real Estate Taxes and Assessments. County shall pay to Landlord, as additional rent, its pro rata share of (a) Real Estate Taxes and (b) Assessments payable during the Term. Landlord shall calculate Tenant's shares periodically, which shares Tenant shall pay within ten (10) days after being billed. Landlord may estimate Tenant's share for any annual or shorter period in advance of the time the Real Estate Taxes or Assessments for such period may be payable. After notification of the estimate, Tenant shall pay the estimated shares to Landlord in equal monthly installments, on the first day of each calendar month for which due. At the time Landlord bills Tenant's pro rata share, Tenant shall be credited for monthly installments made on account for the period for which the bill is rendered. Notwithstanding anything contained herein to the contrary, Tenant shall pay its pro rata share of estimated Real Estate Taxes and Assessments monthly. Landlord shall calculate the estimated Tenant's pro rata share of Real Estate Taxes and Assessments within one hundred twenty (120) days of the beginning of each fiscal year, and within one hundred twenty (120) days after the end of each fiscal year, Landlord shall reconcile Tenant's payments. Landlord shall send Tenant a copy of the Real Estate tax bill along with such reconciliation. In the event that Tenant has overpaid its pro rata share of Real Estate Taxes and Assessments, Landlord shall credit such overage against the next ensuing payment of Tenant's pro rata share of Real Estate Taxes and Assessments hereafter due under this Lease; provided, however that in the last Lease Year, Landlord shall refund Tenant's overpayment. If Tenant has underpaid its pro rata share of Real Estate Taxes and Assessments, Tenant shall pay the difference with the next monthly installment of Minimum Rent. Tenant's shares for the first and last calendar years of the Term shall be pro-rated. Tenant's pro-rata share of the Real Estate Taxes and Assessments is four and seventy-four hundredths percent (4.74%).

SECTION 2.05, ADDITIONAL RENT

The County shall pay as additional rent any money required to be paid pursuant to Sections 2.02, 6.01 and 10.01 and all other sums of money or charges required to be paid by County under this Lease, whether or not the same is designated as "additional rent." If such amounts or charges are not paid at the time required in this Lease, they shall nevertheless be collectible as additional rent with the next installment of the monthly Rent payments.

ARTICLE III

LANDLORD'S OBLIGATION, FIRE AND SPRINKLER, PARKING FACILITIES, CHANGES AND ADDITIONS

SECTION 3.01, LANDLORD'S OBLIGATION

The Landlord shall deliver the Leased Premises, including all access points to the Leased Premises, in sound condition both structurally and mechanically, water tight and with all systems and utilities in good working order. The Landlord must provide the Tenant with a certificate of inspection of the HVAC system one month prior to the Lease Commencement Date. The Property must be in compliance with all applicable laws, including the Americans with Disabilities Act, and must be free of materials harmful to persons or property (including toxic molds, bio toxins, radon, asbestos and other hazardous materials regulated by Law) and free of latent defects.

In addition to the above, Landlord shall:

Remove and legally discard of all prior tenant's improvements including, but not limited to hazardous substances, partitions, ceilings, floor coverings (including adhesive and grout), electrical conduit, plumbing, mechanical ductwork and other fixtures and equipment, except as specified in County Site Survey and Plans.

Repair, patch, recoat and restripe the existing parking lot and provide new parking blocks as necessary. Additionally, Landlord shall remove all existing bollards in the parking lot.

Replace existing roof as needed to be determined by the County (which expense is not a recoverable cost by the Landlord and not deemed part of Tenant Improvement Allowance).

The Landlord represents and warrants to the County that the Landlord is presently in compliance with, and will continue to comply with, all statutes, laws, ordinances, rules, regulations, directives, orders and requirements of all governmental, quasi-governmental or regulatory authorities or agencies including, without limitation, police, fire, health and environmental authorities or agencies responsible for enforcing local, state and federal law with regard to the Property. If an issue with the Property is discovered and reported by the County to the Landlord that is not in compliance with the aforesaid conditions, the Landlord must immediately address the issue

or must, by agreement of the Parties, provide the County, at no expense to the County, the means to remedy or resolve the issue. Notwithstanding the aforesaid, Landlord is not responsible for any of the ADA exterior modifications prior to the County's occupancy as is further described in SECTION 4.05, ADA IMPROVEMENTS AND TENANT WORK.

SECTION 3.02, FIRE SPRINKLER AND LIFE SAFETY SYSTEMS:

Building fire sprinkler and life safety systems, if required, shall be fully operational and compliant with applicable codes. The systems must have ample capacity to be modified to meet current applicable codes based on the County's reasonable proposed modifications to the Leased Premises.

SECTION 3.03, PARKING FACILITIES

The Property includes access roads, footways and parking lots or facilities as generally shown on Exhibit "A". The Landlord reserves the right to make changes to them at anytime, all in its sole discretion, provided that the Tenant's ability to conduct its business within the Leased Premises must not be impaired. The Tenant has the right to the exclusive use of all parking spaces at the Leased Premises.

SECTION 3.04, CHANGES AND ADDITIONS TO BUILDING

The Landlord reserves the right at any time to make alterations or additions to the Property and to increase or decrease the size of any parking facilities, provided, however, that none of the foregoing shall materially or adversely interfere with access to or effect the County's use and enjoyment of the Leased Premises or reduce the parking facilities below the minimum parking required by applicable codes.

ARTICLE IV

USE, OPERATION OF BUSINESS, TENANT IMPROVEMENTS

SECTION 4.01, USE OF LEASED PREMISES

The County will use the Leased Premises solely for the purpose of providing services to Montgomery County residents through HHS programs. The County will not use or permit the Leased Premises to be used for any other business or purpose.

SECTION 4.02, EXCLUSIVE RIGHT/EXCLUSIVE USE Intentionally Omitted.

SECTION 4.03, OPERATION OF BUSINESS

(a) The County will conduct its business in the Leased Premises during the following hours: Monday through Friday-- 8:30am-5:30pm, and open on Tuesday, Wednesday, and Thursday evening until 9:00pm. On selected occasions, Saturday's will be open for business as well.

(b) The County will install and maintain signage that is well lighted during the Shopping Center's business hours. The County will obtain all licenses and permits necessary for the occupancy of the Leased Premises and the conduct of its business. Landlord agrees that the County's storefront sign shall contain the County's trade name and the County "Seal."

(c) The County will not conduct auctions, fire or other liquidation sales in the Leased Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) The Landlord acknowledges and agrees that the County may close the Leased Premises for reasonable periods of time in the following instances: (i) to effect necessary repairs or alterations and (ii) to take inventory. Except when necessary to make emergency repairs, the County shall give Landlord at least two (2) days' notice of each such closing.

SECTION 4.04. TENANT IMPROVEMENTS

(a) Description of Work. The County shall accept the Leased Premises in its "where-is" and "as-is" condition, with the exception that Landlord shall perform, or cause to be performed, at Landlord's sole costs and expense, all modifications to the existing condition of the Leased Premises ("Tenant Improvements") as shall be described in construction drawings and specifications ("CDs") to be prepared by Landlord's architect on the basis of the space plans attached to this Lease as Exhibit C. The "cost" of Tenant's Improvements shall be all charges for architectural and engineering services for preparing all CDs (but not the test fit plans), all costs of permits or expediting or impact fees or other requirements of governmental authority to be paid or incurred to permit the Tenant Improvements to be performed, and all general contractor/construction manager and all subcontractor charges, and shall be determined separately for each of the four phases. The Tenant Improvements shall be completed in accordance with the mutually agreed upon "Space Plans" and "Scope of Work" attached hereto and made a part hereof as Exhibit "C" and Exhibit "D" respectively, which the County has reviewed and approved as evidenced by its signature as further described in the CDs, which Landlord shall submit to County to confirm approval. The County shall, within ten (10) business days of receipt either approve the CDs or identify any errors therein or any inconsistencies between them and the Space Plans and the Scope of Work. If County has not identified any errors or inconsistencies in the CDs within ten (10) business days, such CDs shall be deemed to have been approved. If the County identifies any errors or inconsistencies between the CDs and the Space Plans and Scope of Work within ten (10) business days, Landlord's architect shall correct such errors and the County shall have an opportunity to review the CDs for an additional ten (10) business day period (and if the County shall fail to identify any errors or inconsistencies within such ten (10) business days, the CDs shall be deemed approved and this process shall continue until the CDs are approved (or deemed to be so). Landlord shall construct all Tenant Improvements and Landlord Work (hereinafter defined) in accordance with all applicable American Disabilities Act ("ADA") codes, fire, life safety codes, and any federal, state and local codes for the Building and the Building's common areas, land and parking areas. No costs attributable to common areas of the Property due to rules and regulations of governmental authority unrelated to the Tenant Improvements or Landlord Work shall be included to determine any excess costs. The County shall notify Landlord of any construction

deficiencies in the Tenant Improvements within thirty (30) days after the applicable Rent Commencement Date, and Landlord shall within thirty (30) days repair any such deficiencies. Landlord may deliver possession of the Leased Premises to the County subject to customary punch list items to be completed after the applicable Rent Commencement Date. Landlord shall grant the County a one (1) year warranty on workmanship including parts and labor for all mechanical, electrical and plumbing systems. Landlord shall deliver the Leased Premises to the County broom clean in compliance with applicable laws relating to the Tenant Improvements and with all systems existing as of the date hereof in good working order.

(b) Change Orders. County shall pay for the cost of any change orders that it causes (i.e. the County modified a build out prerequisite or changes to any CDs after County's approval or deemed approval thereof). Except as provided in the preceding sentence, the County shall not be liable for any costs arising from change orders that occur as a result of regulatory oversight and/or omission (i.e. DPS, WSSC, ADA, etc.), and/or Landlord or its architect or engineer, or contractor error. No change orders shall be permitted without Landlord approval, which shall not be unreasonably, withheld or delayed.

(c) Selection of Contractors. Landlord shall competitively bid the project out to three (3) general contractors/construction managers. Landlord and the County shall mutually agree on the three (3) general contractors/construction managers to bid on the project, but County must give Landlord a reason not to approve any general contractors/construction manager within five (5) business days of any request by Landlord for such general contractors/construction managers to be a bidder. The general contractor/construction manager shall competitively bid each trade involved in Tenant's Improvements.

(d) Architectural Services for the Leased Premises. Landlord, at its sole cost and expense, has (or shall) provide architectural services required in connection with the final preparation of the Space Plan, Scope of Work and Construction Plans (as hereinafter defined). Within forty-five (45) days after execution of this Lease, Landlord shall furnish to the County completed construction drawings and construction specifications (the "CDs") reflecting the details as shown in the Space Plan and Scope of Work. Tenant shall approve or disapprove the CDs, or any modifications of such, as soon as practical but not more than ten (10) business days following Tenant's receipt of such. In the event that Tenant fails to approve or disapprove the CDs, or any modifications of such, within such ten (10) business days after receipt of the same, Tenant shall be deemed to have approved such. In the event that Tenant disapproves the CDs, or any modifications, within ten (10) business days after receipt, Landlord shall modify the disapproved CDs to satisfy Tenant's reasonable objections and shall resubmit such CDs to Tenant within ten (10) business days after receipt of Tenant's objections. In no way does the County's approval indicate that the Landlord and/or architect have abided by all of the applicable governmental laws and codes. The County's approval signifies concurrence in principal to the design and layout of the build out (i.e. sizes of offices/other rooms, general layout, etc.).

(e) Space Plan. Landlord, at Landlord's expense, shall authorize Landlord's architect to perform a test fit to determine the scope of work for budget pricing purposes. It is mandatory that the Landlord's architect visits and assesses all the County's current facilities prior to creating the test fit plans, and the County confirms that the architect has made all such visits prior to the date of this Lease.

(f) Permits. The Landlord, at its sole cost and expense, shall be responsible for obtaining the construction permit and final inspections for the Tenant Improvements from Montgomery County for the Leased Premises. If required, the County shall execute any affidavit and shall otherwise cooperate with Landlord to enable it to obtain the use and occupancy certificate following completion of each portion of the Tenant's Improvements, and the County shall be responsible for any other permits or licenses necessary for its lawful occupancy of the Leased Premises.

(g) Early Access. Landlord grants permission to the County to enter the Leased Premises thirty (30) days prior to the applicable Rent Commencement Date for the sole purposes of installing equipment, furniture, fixtures and related cabling therein, provided the County does not materially interfere with the completion of the Tenant Improvements. All such periods of early access shall be coordinated with Landlord and/or its agents and the general contractor.

(h) Tenant's Authorized Representative. Tenant designates Brian Donohue and _____ (either such individual acting alone, "Tenant's Representative") as the only persons authorized to act for Tenant pursuant to this Lease. Landlord shall not be obligated to respond to or act upon any request, approval, inquiry, or other communication ("Communication") from or on behalf of Tenant in connection with this Lease unless such Communication is in writing from Tenant's Representative. Tenant may change either Tenant's Representative at any time upon not less than five (5) business days advance written notice to Landlord. (as hereinafter defined).

(i.) Landlord's Authorized Representative. Landlord designates _____ and _____ (either such individual acting alone, "Landlord's Representative") as the only persons authorized to act for Landlord pursuant to this Lease. Tenant shall not be obligated to respond to or act upon any request, approval, inquiry or other Communication from or on behalf of Landlord in connection with this Lease unless such Communication is in writing from Landlord's Representative. Landlord may change either Landlord's Representative at any time upon not less than five (5) business days advance written notice to Tenant.

SECTION 4.05. ADA IMPROVEMENTS AND TENANT WORK

As of the date of this Lease, Landlord represents to the best of its knowledge that it has no legal obligation or responsibility to make any improvements or alterations to the exterior of the Property to comply with the Americans with Disabilities Act (ADA). County, conversely, makes no such representation and is making no implied or express representation or acknowledgement of the preceding sentence by signing this Lease. Notwithstanding the foregoing, Landlord expressly agrees to permit the County to perform exterior ADA Improvements in its discretion as generally outlined in the County's ADA survey report attached hereto as **Exhibit "E"** (the "ADA Improvements"). Prior to conducting the ADA Improvements, the County must submit all applicable plans and specifications to the Landlord for Landlord's approval, which shall not be unreasonably delayed, withheld, or conditioned. Additionally, the County shall submit all ADA Improvement plans to the applicable governmental authority for its review and approval. Upon

final completion of the ADA Improvements by County, the County shall present proof of payment, along with all applicable lien waivers to Landlord.

SECTION 4.06. MODIFICATIONS, ALTERATIONS, AND IMPROVEMENTS IN LEASED PREMISES

(a) The County shall not make any additional modifications, alterations or improvements to the Leased Premises, beyond the County's Tenant Improvements, without the prior written approval of Landlord, which approval will not be unreasonably withheld, conditioned or delayed; however, the County has the right, upon thirty (30) days' prior written notice to Landlord, but without Landlord's consent, to make alterations and improvements to the interior of the Leased Premises that do not, within any twelve (12) month period, cost more than \$30,000. The County's rights under the previous sentence do not apply to alterations or improvements that affect the structure of the Leased Premises, the utilities or the building systems. If the County desires to make any additional modifications, alterations, improvements or renovations to the Leased Premises, the County must submit detailed plans and specifications to the Landlord for approval prior to the performance of any work. If such plans are approved, the County shall cause the work to be performed in a good and workmanlike manner, with licensed and qualified contractors approved by the Landlord, which approval must not be unreasonably withheld, conditioned or delayed. All such work shall comply with applicable laws and building codes and any work performed under this paragraph shall be at the County's sole cost and expense unless otherwise negotiated with the Landlord.

(b) The County must not cause mechanic's or other liens to attach, or affect, any estate or interest of Landlord in and to the Property. The County must remove or bond any mechanic's or other liens within ten (10) days after receipt of the notice of the filing thereof.

(c) The County shall be responsible for continuous maintenance and update all mechanical and electrical system of the subject Leased Premises after the first year of the Lease Term. However, County is responsible for quarterly maintenance of the HVAC systems for the Leased Premises upon initial occupancy. If Landlord fails to satisfy its maintenance, repair and replacement obligations under the Lease, Tenant will have the right to self-help and offset following notice to Landlord and reasonable opportunity to cure.

(d) The County will maintain, repair and replace the interior walls, interior ceiling, and doors of the Leased Premises at the County's sole cost and expense

ARTICLE V

COMMON USE AREAS AND FACILITIES

SECTION 5.01. CONTROL OF COMMON AREAS BY LANDLORD

All Common Areas available for use by the County and other tenants of the Shopping Center are outlined in Exhibit "A" (by way of example, parking areas, driveways, entrances and exits, loading docks, sidewalks and landscaped areas) and shall at all times be subject to the

exclusive control and management of the Landlord. The Landlord shall have the right: to construct improvements and maintain and operate lighting facilities on the Property; to police the Property; to change the area, level, location and arrangement of the parking areas and other facilities; to restrict parking by tenants, their officers, agents and employees; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking ticket validating by tenants; to close all or any portion of the Common Areas to the extent, in the opinion of Landlord, may be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any part of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. The Landlord will operate and maintain the Common Areas in such manner as the Landlord, in its sole but reasonable discretion, shall determine from time to time.

ARTICLE VI

COST OF MAINTENANCE OF COMMON AREAS

SECTION 6.01. COUNTY TO BEAR PRO RATA OF EXPENSE

6.01a. Common Area Costs. Common Area Cost shall mean all costs and expenses of every kind and nature paid or incurred by Landlord in the operation, replacement, improvement, maintenance, repair, redecoration and refurbishment of Common Areas, which for purposes of this Section only shall include all roofs and windows of buildings in the Shopping Center; said costs shall include, but not be limited to, costs of materials, supplies, equipment and services purchased or hired, cost and expense of landscaping, gardening, planting, cleaning, painting, striping parking areas, decorating, repaving, lighting, sanitary control, removal of snow, ice, trash, garbage and other refuse, heating, ventilating and air-conditioning of enclosed areas, fire and security protection, water and sewage charges, Real Estate Taxes and Assessments attributable to Common Areas, public liability, fire and casualty insurance, electricity and other utility services, depreciation of machines, equipment and improvements, cost of personnel employed at the Shopping Center (including applicable payroll taxes, workmen's compensation and liability insurance benefits, fringe benefits and costs), payments to governmental authorities, costs of complying or conforming with rules and regulations of governmental authorities, Fire Insurance Rating Organizations, Board of Fire Underwriters, Insurance carriers and other organizations having jurisdiction over the Shopping Center, and Landlord's administrative costs which shall be equal to ten percent (10%) of the total of other Common Area Costs.

6.01b. Tenant's Share of Common Area Costs. Tenant shall pay to Landlord, as additional rent, its pro rata share of Common Area Costs paid or incurred during the Term. Landlord shall calculate Tenant's share no less than annually, which share Tenant shall pay within ten days after being billed. Landlord may estimate Tenant's share for any annual or shorter period in advance of the time the Common Area Costs for such period may be paid or incurred. After notification of the estimate, Tenant shall pay the estimated share to Landlord in equal monthly installments on the first day of each calendar month for which due. At the time Landlord bills Tenant's pro rata share, Tenant shall be credited for monthly installments made on account for the period for which the bill is rendered. Notwithstanding anything contained herein to the contrary, Tenant shall pay

its pro rata share of estimated Common Area Costs monthly. Landlord shall calculate the estimated Tenant's pro rata share of Common Area Costs within one hundred twenty (120) days of the beginning of each fiscal year of the Landlord, and within one hundred twenty (120) days after the end of each fiscal year, Landlord shall reconcile Tenant's payments. Landlord shall send Tenant an itemized description of Common Area Costs along with such reconciliation. In the event that Tenant has overpaid its pro rata share of Common Area Costs, Landlord shall credit such overage against the next ensuing payment of Tenant's pro rata share of Common Area Costs hereafter due under this Lease; provided, however, that in the last Lease Year, Landlord shall refund Tenant's overpayment. If Tenant has underpaid its pro rata share of Common Area Costs, Tenant shall pay the difference with the next monthly installment of Minimum Rent. Tenant's pro rata share for the first and last calendar years of the Term shall be pro-rated. Tenant's pro rata share of Common Area Costs is four and seventy-four hundredths percent (4.74%)

ARTICLE VII

FIXTURES, REMOVAL AND RESTORATION, SIGNS, AWNINGS, CANOPIES

SECTION 7.01. FIXTURES

All fixtures installed in the Leased Premises shall be new or completely reconditioned. County shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Landlord's written approval and consent, which shall not be unreasonably withheld, conditioned or delayed. County shall present to the Landlord plans and specifications for such work at the time approval is sought.

SECTION 7.02. REMOVAL AND RESTORATION BY COUNTY

All alterations, decorations, additions and improvements made by County, or made by Landlord on County's behalf by agreement under this Lease, shall remain the property of County for the Term of the Lease. Such alterations, decorations, additions and improvements shall not be removed from the Leased Premises prior to the end of the Term without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. At the end of the Term, the County shall remove all such alterations, decorations, additions and improvements, and restore the Leased Premises as provided in Section 8.03 hereof.

SECTION 7.03. SIGNS, AWNINGS AND CANOPIES

The County will not place or maintain anything on any exterior door, wall or window of the Leased Premises, including by way of example, signs, awnings, canopies and advertisements, without first obtaining the Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, subject to the attached sign criteria attached hereto as Exhibit "D" and made a part hereof. The County further agrees to maintain approved signs, awnings, canopies, advertisements, and other thing as may be approved, in good condition and

repair at all times in accordance with Landlord's request. The Landlord agrees that the County's storefront sign shall contain the County's trade name and the County Seal.

ARTICLE VIII

MAINTENANCE, SURRENDER, RULES AND REGULATIONS

SECTION 8.01. MAINTENANCE BY COUNTY

The County shall at all times keep the Leased Premises, including the exterior entrances to the Leased Premises and all of the Leased Premises' glass and show window moldings, doors, fixtures, equipment, lighting, heating and plumbing and air conditioning systems (County will service the HVAC Systems on a Quarterly Basis to Industry Standard), in good order, condition and repair, including reasonably periodic painting as determined by the Landlord. Structural portions of the Property shall be maintained by the Landlord, but if the Landlord is required to make repairs to structural portions of the Property by reason of the County's negligent acts or omission to act, the Landlord may charge the cost of such repairs as additional rent. The County shall keep the front of the sidewalk of the Leased Premises and all doorways, hallways and walkways leading to or serving the Leased Premises clear and free of snow, ice, litter, trash and dirt. The County will keep the Leased Premises in a clean, orderly and sanitary condition, free of insects, rodents and other pests, trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage in locations designated by the Landlord. The County will provide garbage and trash collection services for the Leased Premises, and will retain an exterminator service, at the County's cost.

SECTION 8.02. MAINTENANCE BY LANDLORD

Landlord will maintain, repair and replace all portions of the Leased Premises (including all sidewalks, parking areas and access ways) and all of the structural elements and exterior surfaces of the Leased Premises, including but not limited to the roof, walls, exterior glass), concrete slab, footings and electrical, sewer, telecommunication and plumbing to the point of connection within the Leased Premises at Landlord's sole expense.

Landlord will represent and warrant that the mechanical systems within the Leased Premises including heating, ventilation, air conditioning electrical (capacity), plumbing, and sewer, fire emergency systems are in good working order, condition and repair upon turnover of the space to County and all applicable warranties shall be available to County. County shall be responsible for continuous maintenance and update of all mechanical and electrical system of the Leased Premises after the first year of the Lease Term. If the Landlord refuses or neglects to repair the Leased Premises as required under this Lease to the reasonable satisfaction of the County, the County may, after thirty (30) days' written notice to the Landlord, make the repairs and upon completion thereof present a bill to the Landlord and charge the Landlord the costs of making such repairs as additional rent.

The Landlord shall maintain and repair the roof and structural components of the Property throughout the Term of this Lease. If the County refuses or neglects to repair the Leased

Premises as required under this Lease to the reasonable satisfaction of Landlord, the Landlord may, after thirty (30) days' written notice to the County, make the repairs and upon completion thereof present a bill to the County and charge the County the costs of making such repairs as additional rent.

SECTION 8.03. SURRENDER OF LEASED PREMISES

Upon the expiration or termination of this Lease, the County shall surrender the Leased Premises in the same condition as the Leased Premises were in when the County obtained possession of the Leased Premises, reasonable wear and tear excepted and shall surrender all keys for the Leased Premises to Landlord at the place designated by the Landlord. The County shall remove all its trade fixtures, and any alterations or improvements, as provided in Section 7.02 hereof, before surrendering the Leased Premises to the Landlord and shall repair any damage to the Leased Premises caused by removing the trade fixtures, alterations and improvements. The County's obligation to observe or perform this covenant shall survive the expiration or other termination of the Lease.

SECTION 8.04. RULES AND REGULATIONS

The County agrees to comply and observe the Rules and Regulations attached to this Lease as **Exhibit "F"** and made a part hereof. The County's failure to keep and observe the Rules and Regulations shall constitute a breach of this Lease. The Landlord reserves the right from time to time to amend or supplement the Rules and Regulations and to adopt additional Rules and Regulations applicable to Leased Premises. However, the Landlord shall provide thirty (30) days written notice to the County of any additional or revised Rules and Regulations and County agrees to comply with and observe all reasonable Rules and Regulations.

ARTICLE IX

INSURANCE

SECTION 9.01 COUNTY PROPERTY DAMAGE AND LIABILITY INSURANCE

(a) The County shall obtain and maintain, during the Term of this Lease, and any extension thereof, general liability insurance coverage with individual claim limits of \$400,000 (Four Hundred Thousand Dollars) and \$800,000 (Eight Hundred Thousand Dollars) for total claims that arise from the same occurrence for damage, or such other amounts as may be prescribed as the maximum coverage limits of liability for which the Montgomery County Self-Insurance Program is responsible under the Local Government Tort Claims Act, Ann. Code, Cts. & Jud. Proc. §5-301, *et seq.*, as amended. The County shall have the right to self-insure.

(b) The County agrees that it will not keep in or on the Leased Premises anything that is prohibited by the standard form of fire or hazard insurance policy.

(c) The County further agrees that all personal property in the Leased Premises shall be and remain in and on the Leased Premises at the County's sole risk, and the Landlord shall not

be liable for any damage to or loss of such personal property excepting damage arising out of the negligent acts or omissions of the Landlord or the Landlord's agents, contractors or employees.

(d) Within thirty (30) days of the Landlord's request, the County shall deliver to Landlord a documentation evidencing the coverage required in this Section 9.01.

SECTION 9.02. LANDLORD PROPERTY DAMAGE AND LIABILITY INSURANCE

(a) Landlord shall obtain and maintain in effect during the Term of this Lease a policy or policies of insurance (i) covering the improvements constituting the Leased Premises (including the entire Property, but excluding County's Tenant Improvements, trade fixtures and other property required to be insured by County) in an amount not less than full replacement cost (exclusive of the cost of excavations, foundations and footings), providing protection against perils included within the standard State of Maryland form of fire and extended coverage insurance policy, together with such other risks, and with such deductibles, as Landlord may reasonably determine, and (ii) public liability insurance covering the Property with a combined single limit for bodily injury and property damage of at least One Million Dollars (\$1,000,000) per occurrence, Tenant/County will pay its Pro-Rata share of this Insurance cost|

Commented [KG41]:

(b) The Landlord's obligation to provide insurance may be fulfilled by a policy or policies of blanket insurance covering additional items, locations or insureds; provided, however, that the operating costs for the insurance charged to Tenant must be limited to those costs attributable to the Leased Premises. The County has no rights in any policy maintained by the Landlord and shall not, by paying the County's pro rata share of Landlord's insurance premium, be entitled to be a named insured. The Landlord will include the County as an additional insured under the Landlord's public liability policy required to be maintained hereunder, but the County's insurance obligation under Section 9.01 shall be primary to any coverage afforded under the Landlord's public liability insurance arising or occurring within the Leased Premises.

(c) The Landlord shall provide a certificate of insurance evidencing the insurance coverage required to be provided by the Landlord under this Lease: (i) at least ten (10) days prior to the execution of this Lease; and, thereafter (ii) at least once each Lease Year within thirty (30) days of the County's written request.

(d) The Landlord will indemnify, save harmless and defend, or at the County's option pay for the defense of, 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 Premises, or the occupancy or use by the Landlord of the Premises or any part thereof, or the Landlord's use of the exterior areas provided by Landlord for the comfort and convenience of the County, occasioned wholly or in part, to such extent, by any act or omission of the Landlord, its agents, contractors, or employees, except to the degree such claims arise out of the negligent acts or omissions of the County, County's agents, and employees. Provided, however, that the County provides to the Landlord within 10 days of the receipt thereof, notice of any and all claims under which County will rely on this indemnification. The Landlord shall indemnify the County against any penalty, damage or charge incurred or imposed by reason of the Landlord's violation of any law or ordinance. Any

indemnification given by the Landlord under this Lease is not intended to create any rights in third parties.

The County will indemnify Landlord and save it harmless 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 occasioned wholly or in part, to such extent, by any negligent act or omission of the County, except to the degree such claims arise out of the wrongful acts or omissions of the Landlord, Landlord's agents, and employees. Provided, however, that the Landlord provides to the County within 10 days of the receipt thereof, notice of any and all claims under which Landlord will rely on this indemnification. The County shall indemnify the Landlord against any penalty, damage or charge incurred or imposed by reason of the County's violation of any law or ordinance. Any indemnification given by the County under this Lease is not intended to create any rights in third parties.

Any obligation or liability of the County arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2017); Md. Code Ann., Cts. & Jud. Proc. § 5-303, et seq. and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2017), and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "County Indemnification Statutes"), all as amended from time to time. This indemnification is not intended to create any rights or causes of action in any third parties or to increase the Tenant's liability above the caps provided in the County Indemnification Statutes, as applicable.

SECTION 9.03. PLATE GLASS

Tenant shall replace, at its expense, all plate glass, storefront glass/storefront doors and other glass damaged or broken that is a part of the Leased Premises.

ARTICLE X

UTILITIES

SECTION 10.01. UTILITY CHARGES

The County is solely responsible for, and must promptly pay, all charges for heat, water, gas, electricity or any other utility used or consumed in the Leased Premises and the utilities for the Leased Premises must separately metered. If the lighting of the parking areas is not currently separately metered, the County will be responsible for it as part of the Leased Premises.

ARTICLE XI

ESTOPPEL, ATTORNMEN, SUBORDINATION

SECTION 11.01. ESTOPPEL

The County, within twenty-five (25) days after receiving a request from the Landlord, and without charge to the Landlord, shall certify by written instrument in a form substantially the same as Exhibit "G" attached hereto and made a part hereof: (i) whether this Lease is in full force and effect and unmodified (or if modified, stating the modification); and (ii) the dates on which the Rent and the additional rent have been paid.

SECTION 11.02. ATTORNMEN

The County shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease. In the event of a transfer of the Leased Premises by deed in lieu of foreclosure, the County agrees to attorn to the purchaser (upon request of purchaser) and agrees the purchaser shall not be bound by the County's payment of Rent more than thirty (30) days in advance or by any amendments or modifications to the Lease made without prior written consent of the mortgage or purchaser.

SECTION 11.03. SUBORDINATION

The County agrees that this Lease is subordinate to the lien of any mortgage or mortgages placed upon the Property. The County further agrees to sign and deliver a Subordination Agreement in the form, attached hereto as Exhibit "H" and made a part hereof, within twenty-five (25) days after request by Landlord

ARTICLE XII

ASSIGNMENT AND SUBLETTING

SECTION 12.01. CONSENT REQUIRED

County will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises without Landlord's prior written approval in accordance with terms and conditions of the Lease. Landlord's approval shall not be unreasonably be withheld, conditioned or delayed.

ARTICLE XIII

WASTE, GOVERNMENTAL REGULATIONS

SECTION 13.01. WASTE OR NUISANCE Intentionally Omitted.

SECTION 13.02. GOVERNMENTAL REGULATIONS

The County shall, at the County's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other governmental authorities, now in

force, or which may hereafter be in force, pertaining to the Leased Premises, and shall faithfully observe in the use of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE XIV

ADVERTISING, PROMOTIONAL FUND

Intentionally Omitted

ARTICLE XV

DESTRUCTION OF LEASED PREMISES

SECTION 15.01, TOTAL OR PARTIAL DESTRUCTION

If the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, but the County can continue to use the entire Leased Premises, the Landlord shall, as soon as possible and at its own expense, repair the damage and the Rent shall not be abated. If by reason of such occurrence, the Leased Premises is rendered partially unusable, the Landlord shall, as soon as possible and at its own expense, repair the damage, and the Rent shall be abated proportionately based on the (1) percentage of the Leased Premises that is unusable and (2) the amount of time that that portion of the Leased Premises is rendered unusable. If the Leased Premises is rendered wholly unusable by reason of such occurrence, the Landlord shall, as soon as possible and at its own expense, repair the damage and the Rent shall be abated until the Leased Premises are restored and rendered usable; or, the Landlord or the County may, at its election, terminate this Lease by giving each respective Party sixty (60) days' prior written notice.

ARTICLE XVI

EMINENT DOMAIN

SECTION 16.01, TOTAL CONDEMNATION OF LEASED PREMISES

If the whole of the Leased Premises shall be acquired or condemned by eminent domain, then the Lease shall terminate as of the date of title vesting in such proceeding and all Rent shall be paid up to that date and the County shall have no claim against the Landlord or the condemning authority for the value of any unexpired Term of this Lease and rent shall be adjusted to the date the Lease terminates.

SECTION 16.02, PARTIAL CONDEMNATION

If any part of the Leased Premises shall be acquired or condemned by eminent domain, and such partial taking renders the Leased Premises, in the County's sole discretion, unsuitable for the business of the County, then the Lease shall terminate as of the date of title vesting in

such proceeding. The County shall have no claim against Landlord or the condemning authority for the value of any unexpired Term of this Lease and rent shall be adjusted to the date of the Lease terminates. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the County, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect without any reduction or abatement of Rent.

SECTION 16.03. LANDLORD'S DAMAGES

In the event of any condemnation or taking as aforesaid, whether whole or partial, County shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award.

SECTION 16.04. COUNTY'S DAMAGES

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, the County retains the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by County in County's own right on account of any and all damage to County's business by reason of the condemnation, the cost of moving the County's business, the cost or loss the County incurs in removing the County's merchandise, furniture, fixtures, Tenant Improvements and equipment and the cost of repairing or replacing County merchandise, furniture, fixtures, Tenant Improvements and equipment damaged by removing them from the Leased Premises.

ARTICLE XVII

DEFAULT

SECTION 17.01. LANDLORD'S REMEDIES

If the County defaults in its obligations under this Lease and such default is not remedied within thirty (30) days after written notice from the Landlord specifying the default (or such longer period reasonably required to remedy the default with exercise of due diligence as long as the County commences the remedy within the thirty (30) day period) ("Cure Period"), then the Landlord has the right, at its option and without prejudice to its rights hereunder, to terminate this Lease and/or to re-enter and take possession of the Leased Premises; or, the Landlord, without such re-entry may recover possession of the Leased Premises in the manner provided by law. The Landlord's acceptance of Rent or failure to re-enter the Leased Premises shall not be deemed a waiver of its right to terminate this Lease or to re-enter the Leased Premises, and the Landlord may re-enter and take possession of the Leased Premises as if no Rent had been accepted after the Cure Period. In addition, if the County fails to cure a default within the Cure Period, the Landlord may, at its option declare immediately due and payable all the remaining Rent for that Lease Year. All of the remedies given to the Landlord in this paragraph, or elsewhere in this Lease in the event of default by County, are in addition to and not in derogation of all other rights or remedies to which Landlord may be entitled under the laws of the State of

Maryland, and all such remedies shall be deemed cumulative such that the election of one shall not be deemed a waiver of any other or further rights or remedies.

SECTION 17.02. RIGHT TO RELET

If the Landlord elects to re-enter the Leased Premises or take possession of the Leased Premises pursuant to a legal proceeding, it may either (i) terminate this Lease or (ii) make such alterations and repairs as may be necessary in order to relet the Leased Premises and then relet the Leased Premises, or any part thereof, on the terms and at the rent the Landlord, in its sole discretion, deems advisable.

If the Landlord relets the Leased Premises, the rent received from the reletting shall be applied: first, to the payment of any indebtedness other than Rent due from the County to Landlord; second, to the payment of any costs and expenses of reletting, including brokerage fees, attorney's fees and costs of any alterations and repairs; third, to the payment of Rent due and unpaid by the County; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. If the rent received from reletting the Leased Premises is less than that required to be paid by the County, the County shall pay any such deficiency to Landlord up to the amount, but not to exceed, the Rent owed for that Lease Year. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of termination is given by the Landlord to the County or unless decreed by a court of competent jurisdiction.

SECTION 17.03. LEGAL EXPENSES AND PAST DUE RENT CHARGES

(a) If a lawsuit is filed by either party concerning a breach of this Lease, the prevailing party shall be entitled to all of its expenses and reasonable attorney's fees if included in a judgment issued by a court of law.

(b) In order to defray the additional expenses involved in collecting and handling delinquent payments, the County shall incur a late charge of One Hundred Dollars (\$100.00) when any installment of Rent (Base or additional) is paid more than ten (10) days after the due date. The Landlord's failure to insist upon the payment of the late charge is not a waiver of Landlord's right to impose such charge for any future late payment. Notwithstanding the foregoing, the late charge shall not be imposed the first time it would otherwise be due during any twelve (12) month period if the County makes the required payment within ten (10) days after notice from Landlord that payment has not been timely received.

SECTION 17.04. WAIVER OF JURY TRIAL

If a controversy arises between the Parties concerning any of the terms of this Lease, 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 Montgomery County, Maryland.

SECTION 17.05 DEFAULT BY LANDLORD

If the Landlord defaults in its obligations under this Lease, and such default is not remedied within thirty (30) days after written notice from the County specifying the default (or such longer period reasonably required to remedy the default with exercise of due diligence as long as the Landlord commences the remedy within the thirty (30) day period), then the County may terminate this Lease upon written notice to Landlord and/or pursue all other rights and remedies available under law and equity, including legal action.

ARTICLE XVIII

ACCESS BY LANDLORD

SECTION 18.01. RIGHT OF ENTRY

The Landlord or the Landlord's agents, with reasonable notice to the County, has the right to enter the Leased Premises during regular business hours to inspect the Leased Premises, to show them to prospective purchasers or lessees of the Property, and to make such repairs, alterations, improvements or additions as Landlords may deem necessary or desirable to the structure of the building in which the Leased Premises is located. Access to the Leased Premises and repairs or alterations to the Leased Premises must be done in a manner that will minimally impact the Tenant's business. During the six (6) months prior to the expiration of this Lease, the Landlord may exhibit the Leased Premises to prospective tenants or purchasers and place the usual notices (i.e. "For Rent" or "For Sale") on or about the Leased Premises.

ARTICLE XIX

Intentionally Omitted.

ARTICLE XX

HOLDING OVER, RIGHT OF FIRST REFUSAL, SUCCESSORS

SECTION 20.01. HOLDING OVER

The County shall not hold over upon termination of this Lease without Landlord's express consent, and if it does holdover without such consent, the Landlord may avail itself of all rights and remedies provided by law. However, if the Landlord grants the County consent to remain after the expiration of the Term, a month-to-month tenancy shall be so created, during such holdover period the Landlord shall be entitled to a minimum of 1.25% of the rental payable during the last month of the Term. Notwithstanding the foregoing, the words "a minimum of 1.25% of" shall be deemed to be omitted from the preceding sentence if, during negotiations to enter into a new lease, the Landlord waives such requirement in writing.

SECTION 20.02. CONTINUOUS AND RECURRING RIGHT OF FIRST REFUSAL

Intentionally Omitted.

SECTION 20.03, SUCCESSORS

The rights and responsibilities of each of the Parties extends to and binds the Parties' successors and assigns.

ARTICLE XXI

QUIET ENJOYMENT

SECTION 21.01, LANDLORD'S COVENANT

If the County pays the Rent and the additional Rent and observes and performs its obligations under this Lease, the County shall peaceably and quietly hold and enjoy the Leased Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord.

ARTICLE XXII

GO DARK, OPENING TENANCY AND OPERATING TENANCY

SECTION 22.01, GO DARK

If the County is not in default of the Lease and upon notification to the Landlord, the County has the right to cease operations of its business in the Leased Premises subject to the following: (i) the County's election to cease operations at the Leased Premises (the date County ceases operations shall be referred to as the "Go Dark Date") shall not relieve County of any of the other obligations and liabilities under this Lease and (ii) if County ceases operations in the Leased Premises after the Go Dark Date for more than ninety (90) consecutive days, the Landlord may elect to recapture the Leased Premises by terminating this Lease upon thirty (30) days' advanced written notice to the County and providing the date of the Landlord's recapture of the Leased Premises ("Recapture Date"); provided, however, if the County reopens for business prior to the Recapture Date, the Landlord's right to recapture and terminate this Lease shall be null and void. In the event that Landlord recaptures the Leased Premises in accordance with the provisions of this Section 22.01, the Lease shall be terminated and, thereafter, neither Party shall have any further liability to the other Party.

SECTION 22.02, OPENING CO-TENANCY Intentionally Omitted.

SECTION 22.03, OPERATING CO-TENANCY Intentionally Omitted.

ARTICLE XXIII

MISCELLANEOUS

SECTION 23.01, WAIVER

A waiver by the Landlord of a breach of any term, covenant or condition herein must be in writing and shall not be deemed to be a waiver of any subsequent breach.

SECTION 23.02, ENTIRE AGREEMENT

This Lease sets forth the entire understanding of the Parties concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those set forth in this Lease. Any subsequent amendment to this Lease shall not be binding upon the Landlord or the County unless reduced to writing and signed by both Parties.

SECTION 23.03, NO PARTNERSHIP

The Landlord is not a partner of, or a member of a joint venture with, the County in the conduct of the Landlord's business.

SECTION 23.04, NOTICES

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered by hand or overnight delivery or sent by United States certified mail postage prepaid and shall be addressed as provided below or to such other address as the Landlord or the County designates by written notice.

LANDLORD:

Flower Avenue Shopping Center, LP
Attn: Greg Fernebok
6708 Wisconsin Avenue, Suite 360
Bethesda, Maryland 20815

With a copy that does not constitute notice:

N/A _____

COUNTY:

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

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
Attn: County Attorney

SECTION 23.05. CAPTIONS AND SECTION NUMBERS

The captions, section numbers and article numbers appearing in this Lease are for convenience only and in no way define, limit, construe, or describe the scope or intent of any portion of this Lease.

SECTION 23.06. COUNTY DEFINED. USE OF PRONOUN

The use of the neuter singular pronoun to refer to Landlord, Landlord or County is deemed a proper reference even though Landlord or County may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations.

SECTION 23.07. BROKER'S COMMISSION

Each Party represents and warrants that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, except to Solomon Real Estate, Inc. and Erik Ulsaker of Long & Foster Real Estate, Inc., as agent for Landlord, whose commission shall be paid by Landlord.

SECTION 23.08. PARTIAL INVALIDITY

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 23.09. NO OPTION

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a Lease only upon execution and delivery by both the Landlord and the County.

SECTION 23.10. RECORDING

The Parties may execute and record among the land records of Montgomery County, Maryland a Memorandum of Lease describing the Parties, the Leased Premises and the Term of this Lease, incorporating this Lease by reference. The County agrees to pay the cost of recording the Memorandum of Lease and the County agrees to pay any transfer or recordation taxes imposed in connection therewith.

SECTION 23.11, DISPUTES

The County agrees not to institute proceedings in any court of competent jurisdiction on any dispute between the parties hereto without first giving thirty (30) days' advance written notice of such intent. The Landlord agrees not to institute proceedings in any court of competent jurisdiction on any dispute between the parties hereto without first giving thirty (30) days' advanced written notice of such intent.

23.12 NON-DISCRIMINATION:

The Landlord must comply with the County's non-discrimination requirements in Section 27 of the Montgomery County Code 2014, as amended, as well as all other applicable state and federal laws and regulations regarding 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, ancestry, national origin, age, sex, marital status, sexual orientation, gender identify or family responsibilities,

23.13 NON-APPROPRIATION:

The Landlord acknowledges that the County has appropriated funds for the payment of Rent only for the first Lease Year of the Initial Term. The Landlord further acknowledges and agrees that the County's obligation under the Lease to pay Rent in future years is subject to the appropriation of funding for such purpose in future years. The term County, as used herein, 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 Rent. The Landlord acknowledges and agrees that the County's budget constitutes an executive and legislative function that cannot be contracted away. The Landlord irrevocably waives any claim for unpaid rent or other damages, of any kind or nature whatsoever, against the County if funds are not appropriated in future years for payment of 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 to appropriate funds.

If the County, in its sole discretion, elects not to appropriate funds for payment of Rent in future years of this Lease, then this Lease 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. It is anticipated that the final action on the County's budget will take place each May, for the upcoming fiscal year, between the 15th and 31st of the month. 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 for the County to pay rent for a full fiscal year under this Lease. Such notice will clearly state the number of months, if any, in the upcoming fiscal year for which the County has appropriated funds sufficient to pay Rent and will state the date by which the County will vacate the Leased Premises.

23.14 PUBLIC EMPLOYMENT:

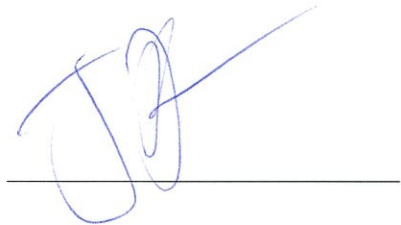
As provided in Chapter 19A and Section 11B-52 of the Montgomery County Code (2014), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland to employ a public employee contemporaneous with his or her public employment.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Landlord's and the County's authorized representatives have signed and sealed this Lease as of the day and year first above written.

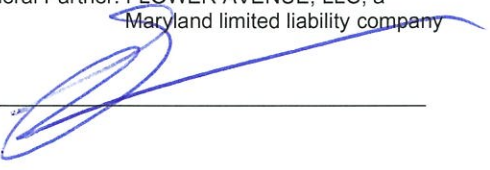
WITNESS:

LANDLORD:



FLOWER AVENUE SHOPPING CENTER LIMITED PARTNERSHIP, a Maryland limited partnership

General Partner: FLOWER AVENUE, LLC, a Maryland limited liability company

By: 

Name: Josh Fernebok

Print: Gregory Fernebok
Its: General Partner

Title: INDIVIDUAL

WITNESS:



Name: Greg Ossont

Title: Deputy Director, DGS

COUNTY:

MONTGOMERY COUNTY,
MARYLAND

By: 
Jerome Fletcher
Assistant Chief Administrative Officer

APPROVED AS TO FORM AND
LEGALITY

RECOMMENDED

OFFICE OF THE
COUNTY ATTORNEY

By: Neal Anker
Neal Anker
Associate County Attorney

By: Gregory J. Ossont Greg Ossont, Deputy Director, General Services
Cynthia Brenneman, Director
Office of Real Estate

Date: 8/26/2021

Date: 8/30/2021

EXHIBIT A

DESCRIPTION OF LEASED PREMISES AND COMMON AREAS

See attached.

EXHIBIT A
SITE PLAN

8701- Casa Furniture
8703- Montgomery County-TESS
8705- New World Cellular
8707- Flower Delf
8709- Black Lion
8711- Market
8713-19- Dollar Century
8721- Flower Barber

8725- Inglese Church
8727- Florist
8729- Pink Nails
8735- KaudPomat
8739- Ocean City Seafood
8745- Gentle East Martial Arts (Second Floor above Ocean City Seafood)
8749- Gentle East Martial Arts (Second Floor above Ocean City Seafood)

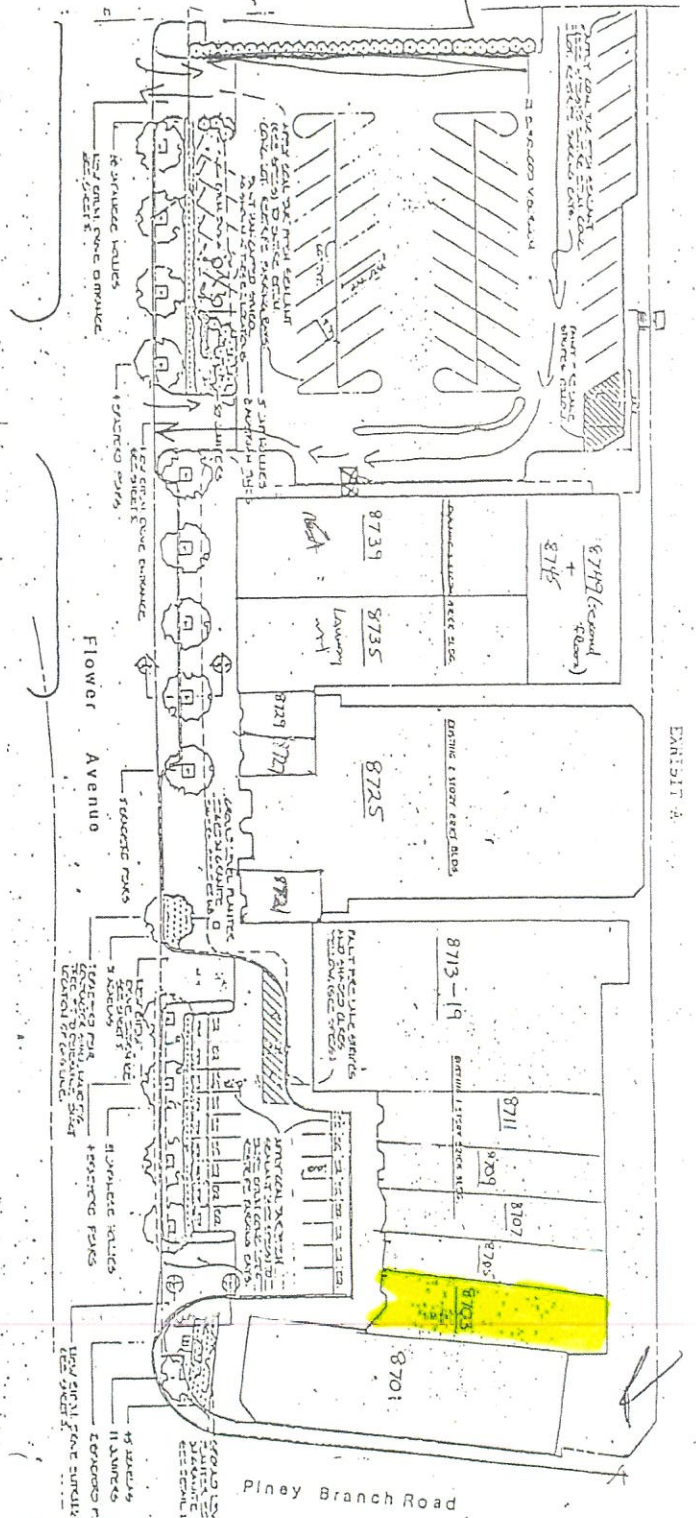


EXHIBIT B

DECLARATION OF RENT COMMENCEMENT DATE LETTER

THIS CERTIFICATE, made this ____ day of _____, 2021, by and between FLOWER AVENUE SHOPPING CENTER, a Maryland limited partnership, (hereinafter referred to as the "Landlord") and MONTGOMERY COUNTY MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("County" or "Tenant").

RECITALS

By Lease Agreement (hereinafter the "Lease") made the _____ day of _____, 2021, Landlord demised and leased unto Tenant certain premises located at 8703 Flower Avenue, Silver Spring, Maryland 20901 ("Leased Premises").

Landlord and Tenant now desire to set forth the Lease Commencement Date, the Rent Commencement Date and the Lease Expiration Date (all as defined in the Lease).

NOW, THEREFORE, Landlord and Tenant do hereby agree and certify to one another as follows:

1. The Lease Commencement Date is hereby established to be _____.
2. The Rent Commencement Date is hereby established to be _____.
3. The Lease Expiration Date is hereby established to be _____.
4. This Certificate shall be binding on the parties hereto, their successors and permitted assigns, and permitted subtenants of Tenant.

IN WITNESS WHEREOF, the parties hereto have caused this Certificate to be duly executed the day and year first above written.

WITNESS:

LANDLORD:

FLOWER AVENUE SHOPPING CENTER LIMITED
PARTNERSHIP, a Maryland limited partnership

General Partner: FLOWER AVENUE, LLC, a
Maryland limited liability company

By: _____

Print: Gregory Fernebok
Its: General Partner

WITNESS:

Name: _____

Title: _____

APPROVED AS TO FORM AND
LEGALITY

OFFICE OF THE
COUNTY ATTORNEY

By: _____

Neal Anker
Associate County Attorney

Date: _____

COUNTY:

**MONTGOMERY COUNTY,
MARYLAND**

By: _____

Jerome Fletcher
Assistant Chief Administrative Officer

RECOMMENDED

By _____

Cynthia Brenneman, Director
Office of Real Estate

Date: _____

EXHIBIT C
SPACE PLAN

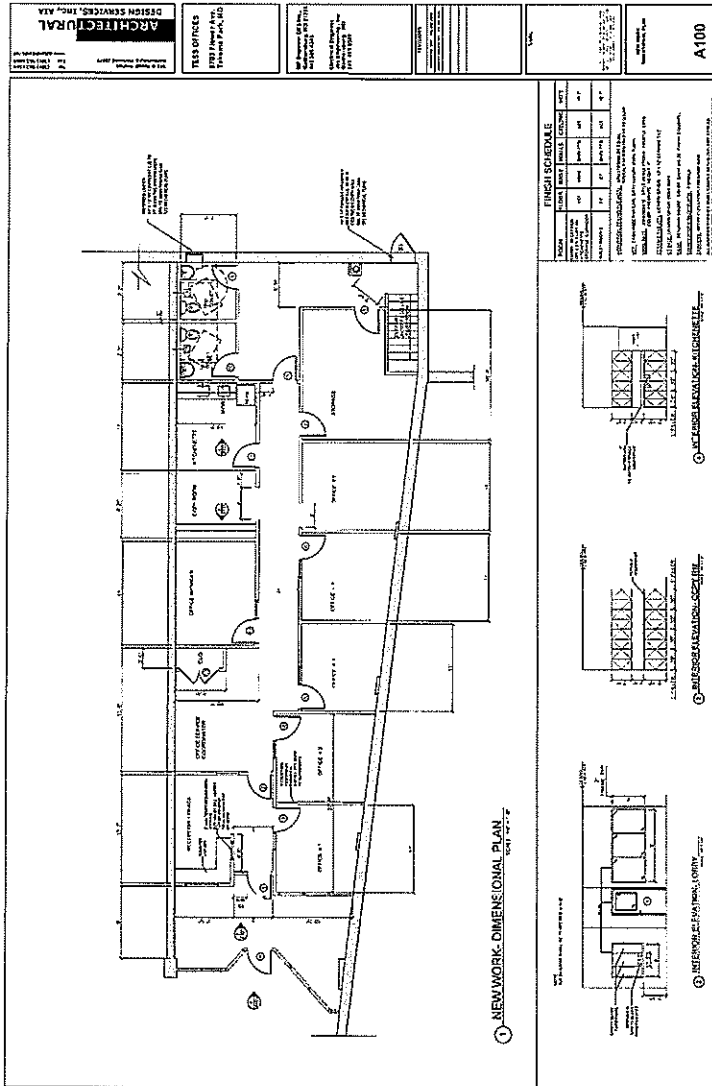


EXHIBIT D
SCOPE OF WORK

Final Permit Drawing will be Inserted Upon Filing with Montgomery County Permit Office

EXHIBIT E

ADA IMPROVEMENTS

ALL ADA WORK ON ATTACHED EXHIBIT IS APPROVED BY LANDLORD AND
TENANT IS APPROVED TO PERFORM THIS WORK. TENANT MUST COORDINATE
WORK WITH LANDLORD SO THAT ACCESS IS AVAILABLE TO OTHER TENANTS OF
THE SHOPPING CENTER WHILE THE WORK IS PERFORMED

EXHIBIT F

RULES AND REGULATIONS

County agrees as follows:

1. All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the leased premises of the Shopping Center.
3. All garbage and refuse shall be deposited in the kind of container specified by Owner, and shall be prepared for collection in the manner and at the times and places specified by Landlord. If the Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. County shall pay the cost of removal of any of County's refuse or rubbish.
4. No radio or televisions or other similar device shall be installed without first obtaining in each instance Landlord consent, in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
5. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of Landlord.
6. If the leased premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, County shall keep the leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
7. The outside areas immediately adjoining the premises shall be kept clean and free from snow, ice, dirt and rubbish by County to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
8. The plumbing facilities shall not be used for any other purpose than that for which they were constructed, and no foreign substances of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by County, who shall, or whose employees, agents or invitees shall have caused it.
9. County shall use at County's cost such pest extermination contractor as Landlord may direct at such intervals as Landlord may require.
10. County shall not burn any trash or garbage of any kind in or about the leased premises, the Shopping Center, or within one (1) mile of the outside property line of the Shopping Center.

EXHIBIT G

TENANT'S ESTOPPEL CERTIFICATE

Re: Lease dated _____ and as amended on _____ ("Lease"), executed by and between FLOWER AVENUE SHOPPING CENTER, LP ("Landlord"), and Montgomery County Maryland ("Tenant") for leasing premises containing approximately 2,300 square feet, subject to measuring and adjustment, with an address of 8703 Flower Avenue, Silver Spring, MD 20901 ("Leased Premises").

In response to the Landlord's request that the County provide the Landlord with an Estoppel Certificate as permitted under the terms of the Lease, the County hereby acknowledges the following:

- (1) The Lease and all amendments to the Lease attached as Exhibit "A" is a true, correct, and complete copy of the Lease and represents the entire agreement between the Landlord and the Tenant; is in full force and effect; and, has not been modified, supplemented, or amended in any way other than in the amendments, if any, attached as part of Exhibit A.
- (2) The Lease Term commenced on _____ [shall commence one hundred eighty days following the lease execution as defined in the Lease]. The current term of the Lease will expire on _____. The Lease provides for _____ extensions of the Lease for _____ years each.
- (3) The Tenant's payment of rent under the Lease commences on the "Rent Commencement Date" (as such term is defined in the Lease). The initial annual net rent payable by the Tenant under the Lease is _____. The Tenant will not pay rent under the Lease more than thirty (30) days in advance of its due date.
- (4) The County paid no security deposit and the Lease does not require the County to pay a security deposit.
- (5) The Lease represents the entire agreement between the Tenant and the Landlord with respect to the leasing of the Leased Premises, including, but not limited to, all understandings and agreements relating to the construction or installation of any County Tenant Improvements (as defined in the Lease) by the Landlord, and the conditions precedent to the occupancy of the Leased Premises by the Tenant.
- (6) As of the date that this Certificate is issued by the County, the County has no knowledge of any default by Landlord other than those specified in Exhibit B, attached. As of the date that this Certificate is issued by the County, the County has no knowledge of any offset, defense, deduction or claim against Landlord other than those listed in Exhibit B, attached.
- (7) The County is not in default under the Lease.

(8) The County has not assigned the Lease or sublet all or any portion of the Leased Premises, except as listed in Exhibit C, attached. Any sublease or assignment documents are attached as part of Exhibit C.

(9) Any notices to be sent to the County should be sent in the form required in the Lease to:

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

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

(10) The undersigned is duly authorized to execute this Certificate.

TENANT:

MONTGOMERY COUNTY, MARYLAND, a
body corporate and politic

By: _____

Assistant Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _____

RECOMMENDED:

By: _____

Director
Office of Real Estate

EXHIBIT H

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement ("Agreement") made this ____ day of _____, 20__ among _____ ("Lender"), with an address of _____, _____, ("Landlord"), with an address of _____, _____, and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland ("Tenant"), with an address of 8703 Flower Avenue, Silver Spring, MD 20901 (the Lender, the Landlord, and the Tenant are referred to collectively as the "Parties").

RECITALS

A. The Landlord and the Tenant entered into a Lease Agreement dated _____ as amended on _____ (the "Lease"), whereby the Tenant leased from the Landlord those certain premises, containing approximately _____ (_____) square feet ("Leased Premises") located within the _____ Shopping Center, with an address of _____ ("Shopping Center"), with the Leased Premises and the Shopping Center being more particularly described in **EXHIBIT A**, attached and incorporated as if fully set forth herein ("Property").

B. The Lender and the Landlord have represented to the Tenant that the Lender will make a loan to the Landlord in the principal amount not to exceed _____ (\$_____) ("Loan"), secured by a mortgage or deed of trust which will be recorded among the Land Records for Montgomery County, Maryland, and which may be amended or modified ("Mortgage") and the Mortgage contains an assignment of leases and rents from the Landlord to the Lender, which covers the Property, including the Leased Premises.

C. The Tenant agrees that the Lease shall be subject to and subordinate to the Mortgage, provided that the Tenant is assured of continued occupancy of the Leased Premises under the terms of the Lease.

NOW THEREFORE, for and in consideration of the mutual covenants made among the Parties in this Agreement and the payment of the sum of \$10.00 by the Lender to the Tenant, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Subordination and Consent. The Parties agree that the Lease is and shall continue to be subject and subordinate to the Mortgage and to any renewals, modifications, consolidations, replacements and extensions of the Mortgage and to all advances made under the Mortgage. The Tenant acknowledges that the Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and the Tenant expressly consents to the assignment. The Tenant agrees that if there is a default by the Landlord in performance of the Loan that the Lender may, at the Lender's option, demand, in writing sent to the Tenant by overnight delivery or by first class mail, postage prepaid and certified mail to the address provided below, that all

payments of rent and additional rent due under the Lease (as provided in Article II of the Lease) must be paid directly by the Tenant to the Lender at the address specified below or as otherwise specified in writing by the Lender to the Tenant. The Tenant agrees that not more than 30 days after receiving the Lender's written demand for payment of rent directly to the Lender that the Tenant will remit all payments of rent and additional rent due under the Lease to the Lender at the address provided by the Lender in writing. THE PARTIES AGREE THAT PAYMENTS OF RENT AND ADDITIONAL RENT MADE BY THE TENANT TO THE LENDER IN ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE AND THIS AGREEMENT WILL CONSTITUTE PERFORMANCE OF THE TENANT'S PAYMENT OBLIGATIONS UNDER THE LEASE, AND THAT NEITHER THE LANDLORD NOR THE LENDER WILL HAVE ANY CLAIMS AGAINST THE TENANT FOR ANY RENT, ADDITIONAL RENT, OR OTHER PAYMENTS MADE BY TENANT IN CONFORMANCE WITH THE TERMS OF THE LEASE, THIS AGREEMENT, AND AT THE WRITTEN DIRECTION OF THE LENDER. The Landlord and the Lender fully indemnify the Tenant for any payments made by the Tenant to the Landlord under the requirements of this Paragraph. Further, the Lender will defend the Tenant for any claim for payment made by the Landlord, or any party claiming through the Landlord, for payments made by Tenant to the Lender under this Agreement.

2. Nondisturbance. The Lender agrees with the Tenant that, in the event that the Lender becomes the fee simple owner of the Property, so long as the Tenant complies with and performs all of Tenant's material obligations under the Lease: (a) the Lease will remain in full force and effect as a direct Lease between the Lender or the Lender's successors and assigns, and the Tenant, subject to all of the terms, covenants and conditions of the Lease, for the balance of the Initial Term, as extended, and that Lender and Lender's successors and assigns will not disturb the Tenant's possession of the Leased Premises, and (b) the Lender and the Lender's successors and assigns will recognize the Tenant as the tenant of the Leased Premises for the remainder of the Initial Term, as extended, in accordance with the Lease. THE PARTIES AGREE THAT IF THE LENDER OR THE LENDER'S SUCCESSORS OR ASSIGNS BECOMES THE FEE SIMPLE OWNER OF THE PROPERTY, THE LENDER WILL NOT BE: (I) SUBJECT TO ANY CLAIMS, OFFSETS, OR DEFENSES WHICH THE TENANT MIGHT HAVE AGAINST LANDLORD; OR (II) LIABLE FOR ANY ACT OR OMISSION OF THE LANDLORD; OR (III) BOUND BY ANY RENT OR ADDITIONAL RENT PAID MORE THAN ONE MONTH IN ADVANCE OR ANY SECURITY DEPOSIT OR OTHER PREPAID CHARGE PAID TO THE LANDLORD; OR (IV) BOUND BY ANY AMENDMENT OR MODIFICATION OF THE LEASE UNLESS WRITTEN NOTICE OF THE AMENDMENT OR MODIFICATION WAS PROVIDED TO THE LENDER IN ADVANCE.

3. Attornment. The Tenant agrees that if the Lender becomes the fee simple owner of the Property and provides the Tenant with written notice of the change in ownership, the Tenant will attorn to and recognize the Lender or the Lender's successors or assigns as the landlord under the Lease for the remainder of the Initial Term, as extended, and the Tenant will continue to perform all of its obligations under the Lease.

4. Lender's Option to Cure Lease Defaults. If the Landlord fails to perform or observe any of the terms, conditions, or agreements in the Lease, the Tenant will give written notice to the Lender and the Lender will have the right, but not the obligation, to cure the default or defaults on behalf of the Landlord. The Tenant will not terminate or rescind the Lease or

withhold payments of rent or additional rent under the Lease for a period of 30 days following receipt of written notice from the Lender of the Lender's intention to cure the default so long as the Lender proceeds to promptly cure the default. If the Lender acts promptly upon notice from the Tenant to cure the default and, despite the Lender's prompt, diligent, and continuous efforts to cure the default the Lender is unable to complete the cure within 30 days, then the Lender and the Tenant may agree that the time within which the cure must be completed may be extended for a reasonable period of time not to exceed 60 days as may be necessary for the Lender to complete the cure.

5. Obligations and Liability of Lender. Except as provided in Section 4, above, unless otherwise agreed in writing, the Lender shall have no obligations under the Lease unless the Lender becomes the fee simple owner of the Property. So long as the Lender remains a mortgagee with bare legal title to the Property securing repayment of the Loan to the Landlord, then the Lender is not responsible for any of Landlord's obligations under the Lease other than the Lender's voluntary efforts to cure defaults as provided above in this Agreement. If Lender becomes the fee simple owner of the Property, then Lender will step into the shoes of the Landlord with respect to the Landlord's obligations under the Lease until such time as the Lender transfers fee simple ownership of the Property to a new owner, who must assume all of Landlord's obligations under the Lease.

6. Severability. If any provision of this Agreement is found by a court to be unenforceable, then all provisions not invalidated or found by the court to be unenforceable will remain in full force and effect.

7. Governing Law and Choice of Forum. This Agreement is governed by and must be construed under the laws of the State of Maryland without regard to conflicts of laws principles. Any claim or action to enforce, interpret, or invalidate this Agreement must be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

8. Notices. All notices required to be given under this Agreement will be deemed to be satisfactorily given if mailed, first class, postage prepaid and certified with return receipt, or by overnight delivery or hand delivery by a nationally recognized receipted delivery service to:

If to the Lender: _____

If to the Landlord: _____

If to the County: Montgomery County, Maryland
 Department of General Services

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

With a copy that does
not constitute notice to: Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, MD 20850
Attn: County Attorney

Notices will be deemed effective three (3) business days following deposit of first class and certified mail copies with the U.S. Postal Service or on the first business day following overnight or hand delivery to the addressee. Parties must provide written notice of address changes to all other Parties as provided in this Paragraph. Any notice of address change will be effective 30 days after the date of the notice.

9. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their successors, and assigns.

10. Tenant's Personal Property. The Mortgage may not, under any circumstances, encumber any of the Tenant's moveable trade fixtures, business equipment, furniture, signs, or other personal property placed or kept at any time on the Leased Premises.

11. Headings. The headings and captions used in this Agreement are for convenience only, and shall not affect interpretation of this Agreement.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement effective on the date first written above.

LENDER:

By: _____

Printed Name: _____

Date: _____

LANDLORD:

By: _____

Printed Name: _____

Date: _____

TENANT:

MONTGOMERY COUNTY, MARYLAND

By: _____

Assistant Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: _____

By: _____
Director
Office of Real Estate