

EIGHTH AMENDMENT TO LEASE

This Eighth Amendment to Lease ("Amendment") is made and entered into September 28, 2023 by and between EB CLARKSBURG, LLC, a Delaware limited liability company, as successor-in-interest to FP Gateway 270, LLC, a New Jersey limited liability company, as successor-in-interest to Forsgate Venture II, L.L.C., a New Jersey limited liability company ("Landlord"), and MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland ("County").

WITNESSETH:

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

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

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

1. Recitals. The foregoing recitals are incorporated into this Amendment by reference as if fully stated herein.
2. Capitalized Terms. Unless otherwise defined herein, all capitalized terms in this Amendment shall have the same meaning as they have been assigned in the Lease.
3. Extended Term. The Term is hereby extended for the period commencing on November 24, 2023 and ending at 11:59 PM local time on May 23, 2024 (such period being referred to herein as the "Extended Term").
4. Base Rent in the Extension Term. During the Extended Term, Tenant shall pay Base Rent in accordance with the following schedule:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
11/24/23 – 5/23/24	\$178,287.45	\$14,857.29

5. Landlord's Address for Payment. Landlord's address for payment shall be as follows:

EB Sterling, LLC
c/o Elion Partners
3323 163rd Street, Suite 600
Miami, FL 33160
Attn: Dalia Pearson, CPA, Senior Managing Director, Finance

6. Landlord's Notice Address. Section 1 of the Lease is hereby amended to provide that Landlord's Address for Notice shall be as follows:

EB Sterling, LLC
c/o Elion Partners
3323 163rd Street, Suite 600
Miami, FL 33160
Attn: Dalia Pearson, CPA, Senior Managing Director, Finance

7. Premises "As Is". Tenant acknowledges that it is in possession of the Premises and is agreeing to an extension of the Term of the Lease with the Premises being accepted in "as is" condition as of the date of this Amendment.

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

9. Ratification. Unless a term or condition of the Lease is expressly contradicted by the terms of this Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and the County. In the event that a term of this Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties.

[Signature on Following Page.]

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


WITNESS/ATTEST:



Jovana Radulovic

LANDLORD:

EB CLARKSBURG, LLC,
a Delaware limited liability company

By: 

Name: Shtama Khadar
Its: Authorized Signatory

WITNESS/ATTEST:



Munira Bubsey


THE COUNTY:

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

By: 

Fariba Kassiri (SEAL)
Deputy Chief Administrative Officer Date:


Recommended:

By: 

Cynthia Brennerman
Director, Office of Real Estate
Date:

Approved as to form and legality:

Office of the County Attorney

By: 

Name: Neal Anker
Title: Associate County Attorney
Date: 10/13/2023