

LEASE AGREEMENT  
BETWEEN  
GAFM, LLC  
AND  
MONTGOMERY COUNTY, MARYLAND

DATED: 3/23, 2018

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## LEASE AGREEMENT

THIS AGREEMENT (the "Lease"), entered into this day of 23<sup>rd</sup> March, 2018, by and between, GAFM, LLC, hereinafter jointly referred to as "Landlord" and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, ("Tenant" hereinafter referred to as "County").

### WITNESSETH:

WHEREAS, the LANDLORD is the owner of property located at 11425 Grandview Avenue (Suite G) and 11410-P, Georgia Avenue (Suite F), Wheaton, Montgomery County, Maryland, both suites together comprising approximately 3,495 square feet of space (the "Leased Premises," or "Premises"); and

WHEREAS, the County wishes to lease two retail spaces from Landlord to house an employment and training program operated by a third party under a license agreement with the County; and

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties hereto mutually agree as follows:

1. LEASED PREMISES: Landlord does hereby lease and demise unto County the premises described as 11425 Grandview Avenue, Suite G and 11410-P Georgia Avenue, Wheaton, Montgomery County, Maryland, both spaces together comprising approximately 3,495 square feet of space, attached hereto as Exhibit "A," the Leased Premises. The Leased Premises are part of a shopping center, containing 35,644 gross rentable square feet, shown outlined in red on Exhibit "B", attached hereto (the "Shopping Center").

2. LEASE AND RENT COMMENCEMENT DATES: The Lease Commencement Date ("Lease Commencement Date") shall be upon both final execution of this Lease and Landlord's delivery of vacant, broom clean Leased Premises to the County, in accordance with section 4 below, estimated to be on or about \_\_\_\_\_, 2018. Rent Commencement Date ("Rent Commencement Date") shall be One Hundred Twenty (120) days – subject to force majeure – after the Lease Commencement Date. Landlord and the County agree to execute a Commencement Letter to memorialize both the Lease Commencement and the Rent Commencement dates, which letters shall be attached hereto as Exhibit F.

3. INITIAL LEASE TERM/LEASE YEAR: The initial term of this Lease shall be ten (10) years, commencing on the Rent Commencement Date ("Lease Term"), and terminating on that date which is ten (10) years after the Rent Commencement Date, subject to Landlord's demolition clause after the beginning of the eighth (8<sup>th</sup>) year of the Lease Term. Provided, however, that Landlord may choose to terminate the Lease early by providing the County with no less than two (2) years' advance written notice and paying Tenant a termination penalty at the time of written notice equal to the unamortized costs to improve the Leased Premises.

The "Lease Year" shall be for a period of 365 days beginning on the Rent Commencement Date and, thereafter, every 365-day period during the Lease Term or Renewal Period (defined below).

4. INITIAL DELIVERY CONDITIONS, LANDLORD WORK, LANDLORD'S WARRANTY AND DROP DEAD DATE:

(A) Landlord will deliver the Premises (including all access points, ingress and egress, to the Premises) in sound condition both structurally and mechanically; water tight; with all systems and

utilities in good working order and stubbed to the Premises (including HVAC, which Landlord will evidence by providing a certificate of inspection/commissioning performed within one month prior to the Lease Commencement Date); in compliance with applicable laws, including ADA; with all fire sprinkler and life safety systems operational, code compliant and having ample capacity to be modified to meet current applicable building codes based on the County's reasonable proposed modifications to the space; free of materials harmful to persons or property (including toxic molds, biotoxins, radon, asbestos and other hazardous materials regulated by law); and, free of latent defects.

(B) Landlord shall deliver the Premises fully demised with the following improvements:

- (i) Code compliant, level reinforced concrete slab at grade street level, in stable, dry condition throughout the entire space. Concrete floor must be smooth, level and ready to accept County's floor finishes. Slope not to exceed 1/8" in 10 feet.
- (ii) Existing HVAC systems in fully operational, code compliant condition and in a condition where maintenance contracts can be placed on the units at no additional up-front cost to the County. Systems to include sheet metal supply and return ducts and diffusers and any required insulation, dampers, economizers, condensate lines, natural gas lines, fresh air intake, air balance, etc., per code.
  - a. 11425 Grandview unit is a 2013 Carrier, 4 ton unit #48TCEA05A2A5AOAOAO
  - b. 11410-P Georgia Avenue unit is a 2013 Trane, 5 ton unit #YSC060E3RHALM

(C) Landlord represents and unconditionally warrants to the County that to the best of its knowledge and belief the "as is" condition of the Leased Premises, including access into the Leased Premises from the exterior sidewalks, is in compliance with all statutes, laws, by-laws, ordinances, rules, regulations, directives, orders and requirements of all governmental, quasi-governmental or regulatory authorities or agencies responsible for enforcing local, state and federal law. This includes ADA compliant access from the sidewalk into the Premises on at least one of the two bays. In the event a circumstance in the Leased Premises is defined, discovered, identified and/or reported by the County or Landlord that is not in compliance with the aforesaid conditions, Landlord shall provide the County, at no expense to the County, a remedy to resolve said condition.

(D) If Landlord fails to deliver the Premises within One Hundred Twenty (120) days after County executes the Lease, County may elect to terminate the Lease for the Premises, with Landlord reimbursing County for its actual, out-of-pocket expenses (including design, engineering and legal expenses) incurred by County in connection with the Lease if said failure is not caused by County, capped at FIFTEEN THOUSAND (\$15,000) Dollars. For the purpose of this reimbursement provision, funds spent out-of-pocket by the County's third party licensee in connection with the Lease will be treated as if expended by the County.

5. OPTION TO RENEW: Provided that this Lease is in full force and effect and County is not in default under any of the terms, conditions or provisions hereof, County shall have an option to extend this Lease for two (2) additional periods of five (5) years each (each additional period being hereinafter referred to as the "Renewal Period"). Each renewal option shall be exercisable by County giving written notice of the exercise of such renewal option to Landlord at least six (6) months prior to

the expiration of the then-current Initial Lease Term or Renewal Period. In the event that County exercises the option to renew this Lease, then the Lease Term shall be extended accordingly upon the same terms, covenants and conditions as set forth in this Lease with the exception that a new Base Rent for each Renewal Period shall be established by the average of three separate appraisals for the fair market rental value of the Premises at the time of renewal.

6. BASE RENT: Annual base rental payment for the first Lease Year shall be \$23.00 per square foot, or EIGHTY THOUSAND, THREE HUNDRED EIGHTY-FIVE AND NO/100 (\$80,385.00) DOLLARS payable in equal monthly installments of SIX THOUSAND, SIX HUNDRED NINETY-EIGHT AND 75/100 (\$6,698.75) DOLLARS ("Base Monthly Rent"). All payments are to be made in advance on the first day of each month during each Lease Year at the offices of GAFM, LLC, c/o Greenhill Realty Company, Attn: Kathy Coakley, 4901 Fairmont Avenue, Suite 200, Bethesda, Maryland 20814, or at such other location as may be from time to time directed, in writing, by Landlord.

7. LATE CHARGES. Any rental or other payment required to be made by Tenant hereunder which is not received by Landlord on or before the fifth (5th) business day of the month for monthly rental payments or on or before thirty (30) business days from the date of any invoice for other payments shall be payable by Tenant to Landlord, without demand, with late charges at the rate of ten percent (10%) of the amount then due.

8. RENT ADJUSTMENT: It is agreed between the parties that the Base Rent payable by the County as set forth in Paragraph 6 hereinabove shall be adjusted at the beginning of the second (2nd) Lease Year, and on the first day of each Lease Year thereafter, based on an increase of three percent (3.0%) of the previous Lease Year's Base Rent.

9. REAL ESTATE TAXES AND OPERATING EXPENSES:

(A) As more specifically described below, County agrees to pay to Landlord the County's pro-rata share of common area maintenance and insurance costs (CAM), and the real estate taxes attributable to the Leased Premises (collectively, all of these costs are referred to as the "Operating Expenses"). The County's pro-rata share shall be equal to a fraction, the numerator of which shall be the number of gross rentable square feet contained in the Leased Premises and the denominator of which shall be the gross rentable square feet of the Shopping Center, it being agreed by the parties hereto that the County's pro-rata share, as of the Lease Commencement Date, shall be 9.8% based on 3,495 sf/35,644 sf, which percentage shall be subject to adjustment from time to time due to increases or reduction in the gross rentable square footage then contained in the Leased Premises and/or Shopping Center, as applicable.

(B) "Real estate taxes" shall be deemed to mean all taxes, rates and assessments, general and specific, levied or imposed with respect to the land and improvements comprising the Leased Premises, including all taxes, rates and assessments, general and specific, levied or imposed for schools, public betterment, general or local improvements and operations, and taxes imposed in connection with any special taxing district.

(C) Landlord shall forward to County an annual statement setting forth the amount of Real Estate taxes (as hereinbefore defined) levied or imposed against the land and improvements which comprise the Leased Premises within ten days of Landlord's receipt of the Real Estate tax billings. Landlord's annual statement to County shall contain copies of Real Estate tax billings. County shall pay to Landlord, upon receipt of the Landlord's statement, but in no event more than 30 days after receipt of Landlord's statement, the total amount of real estate taxes. County shall not be responsible for any late charges imposed against Landlord by the taxing authorities.

(D) Common Area Maintenance (CAM) "Common Area Maintenance Expenses" means, for any calendar year, (i) all commercially reasonable direct and actual out of pocket expenses Landlord incurs during such calendar year for operating and maintaining the Shopping Center, determined in accordance with generally accepted accounting practices consistently applied, the Shopping Center, the Parking facilities, and the land upon which the Shopping Center is situated (the "Land"), including, without limitation, costs and expenses for the following: (1) wages and salaries of all employees engaged in the management, operation or maintenance of the Shopping Center; (2) all supplies, materials, equipment and tools used in the operation or maintenance of the Shopping Center (but not items used solely in any one Leased Premises of the Shopping Center); (3) cost of all maintenance and service agreements for the Shopping Center and the equipment therein, including but not limited to controlled access and energy management services; (4) general and special repairs and maintenance; (5) costs of supervision, including administration and/or management fees, which will be reasonable and customary but not to exceed Five Percent (5%) of the annual Base Rent for the year being reconciled; (6) legal, accounting, auditing and other professional fees; (7) the cost of any additional services not provided to the Shopping Center at the Lease Commencement Date of the Lease Term, but thereafter provided by Landlord in the prudent management of the Shopping Center; (8) costs for janitorial and char services and cleaning supplies; and (10) costs for utility services such as electricity, gas, water and sewage.

The following items shall be specifically excluded from Operating Expenses: (1) any cost, expense or fee (whether for improvements or replacements to the Shopping Center, equipment or other capital items) which, in accordance with generally-accepted accounting principles ("GAAP"), is required to be capitalized rather than expensed in the year incurred (collectively, "Capital Costs"), except those Capital Costs which are: (A) reasonably intended to reduce Operating Expenses, or (B) reasonably intended to improve energy efficiency, provided that any such Capital Costs permitted hereunder shall be amortized on a straight-line basis over the useful life (as determined in accordance with GAAP) of the item in question and shall be included in Operating Expenses in accordance with such amortization schedule; (2) expenses occasioned by fire, windstorm or other insured casualty for which Landlord actually receives reimbursement from insurance; (3) advertising costs, brokerage commissions, tenant improvement costs and all other expenses incurred in leasing or procuring new tenants; (4) expenses for repairs or improvements to other tenants' leased space; (5) legal fees incurred in enforcing the terms of any lease or arising out of any mortgage or ground lease affecting the Shopping Center; (6) interest, principal, rental, late fees or other costs of any indebtedness or ground lease payments; (7) the cost of any work or service performed for any tenant at such tenant's cost; (8) any cost associated with Hazardous Substances (as defined by all applicable federal, state and local laws), in the Shopping Center or on the Land, including but not limited to, the cost of monitoring, encapsulating or abating any Hazardous Substances, from the Shopping Center or the Land; (9) the cost of correcting structural defects or design flaws in the Leased Premises or in the Shopping Center or any of its major systems; (10) the cost of any work or materials performed or supplied to any facility other than the Shopping Center; (11) the cost of any items for which Landlord is reimbursed by insurance, any tenant or otherwise; (12) salaries, wages and benefits of Landlord's officers, directors, and employees above the level of Shopping Center manager; (13) any charge for depreciation of the Shopping Center or equipment; (14) costs of compliance with the ADA; (15) any tenant improvement allowance or other payment from Landlord to County; (16) taxes excluded from the definition of "Real Estate Taxes"; (17) bad debt losses or reserves therefore; (18) costs of selling, syndicating, financing, mortgaging, or hypothecating any of the Shopping Center, or Land or Landlord's interest in the Shopping Center or Land; (19) expenses resulting from tortious conduct of Landlord, its employees, agents or contractors; and (20) any janitorial, HVAC and/or electrical expenses for the Leased Premises that County pays directly to Landlord or a third party.

(E) "Insurance" shall include the cost of all insurance relating to the Shopping Center, including the cost of casualty, and liability insurance applicable to the Shopping Center;

(F) Operating Expenses for calendar year 2017 are projected to be \$4.45 per square foot, consisting of \$1.60 for real estate taxes and \$2.85 for CAM and insurance. In no event shall Operating Expenses for said calendar year exceed a five (5)% increase over the projected numbers. Operating Expenses for the first Lease Year shall be pro-rated.

(G) Controllable Operating Expenses, defined as those Operating Expenses within Landlord's control, excluding snow removal and real estate taxes, assessable against the County will not be increased by more than four (4)% per year on a cumulative basis, over the term of the Lease.

10. USE AND OCCUPANCY: County covenants and agrees that Leased Premises shall be used and occupied only for the purposes of operation of a worker training and employment center, and for other purposes not more hazardous or objectionable by reason of fire or otherwise. County shall have the right to occupy and use the Premises twenty-four hours a day, seven days a week.

11. ACCESS: County will allow Landlord or Landlord's agents to have access to the Leased Premises at all reasonable times for the purpose of inspection or in the event of fire or other property damage, or for the purpose of performing any maintenance and repairs Landlord may consider necessary or desirable.

12. SERVICES: County shall provide within the Leased Premises, at its sole cost and expense, all utilities; housekeeping and janitorial services; trash removal to Landlord-provided dumpsters; pest control; the repair and maintenance of HVAC, mechanical, electrical and plumbing systems and fixtures serving the Leased Premises; and, all other routine maintenance and repairs, including maintenance, repair and replacement of all interior walls, ceiling and doors.

Landlord shall maintain, repair and replace all portions of the Common Areas (including all sidewalks, parking areas and access ways near or around the Premises) and all of the structural elements and exterior surfaces of the Shopping Center, including, but not limited to, repairs to the roof, walls, concrete slab, footings, and electrical, sewer, telecommunication and plumbing to the point of connection within the Premises at Landlord's sole expense. In the event Landlord fails to respond in a reasonable period of time to correct maintenance and repair problems, the County shall have the right to correct these problems and deduct the cost thereof from the Base Rent, provided that Landlord shall have the right to obtain its own cost estimate from a reputable and bondable contractor for the maintenance and repairs identified and corrected the County. If the Landlord's cost estimate is less than the cost incurred by the County, County may deduct only the amount of the Landlord's cost estimate from the Base Rent.

13. TENANT IMPROVEMENTS: County shall accept the Leased Premises in its current "as-is", "where-is" condition, with the exception of those requirements referred to in Section 4, Initial Delivery Conditions and Landlord Work, above. County, at County's sole cost and expense, shall modify the Leased Premises upon Landlord's written approval which shall not be unreasonably withheld, conditioned or delayed. County shall be held responsible for all costs associated with such modifications, including but not limited to consultants; space planning; architectural and engineering plans; permit fees; furniture, fixtures, and equipment; construction management fees for the County's consultants; and fire, life, safety and building code requirements.

14. ALTERATIONS: Except as otherwise contained herein, the County will not make any alterations, installations, changes, replacements, additions or improvements ("Improvements"), structural or otherwise, in or to the Leased Premises or any part thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. The County will make such changes at the County's sole expense.

Landlord reserves the right, in its' sole discretion, to carry out any Improvements, structural or otherwise, in or to the Leased Premises, which are required by the County, at the County's sole expense. The County will submit to Landlord, in writing, a project scope, conceptual sketch and specifications of any required Improvements and Landlord, based on the scope and complexity of the desired Improvements, will decide if such Improvements will be carried out by Landlord, using Landlord's resources or by the County, using County's resources.

All Improvements upon the Leased Premises, performed by County, shall, at the election of Landlord, remain upon the Leased Premises and be surrendered with the Leased Premises at the expiration of this Lease without disturbance, molestation or injury. Should Landlord elect that non-standard (not supporting normal office use) Improvements upon the Leased Premises be removed upon termination of this Lease or upon termination of any Renewal Period hereof, Landlord must notify County in writing at the time such Improvements are approved by Landlord and County, at its election, hereby agrees to reimburse Landlord for the cost of such removal, or the County will cause such removal, upon the termination of this Lease or any Renewal Period.

15. NOTICE OF DEFECTS: County shall provide Landlord with prompt notice of accidents or damages to the Premises and prompt notice of any major repair that it desires to have Landlord undertake.

16. ASSIGNMENT AND SUBLEASING: County shall not have the right to transfer possession or occupancy of the Leased Premises, nor sublet or assign this lease to any person or persons without the written consent of the Landlord; provided however, Landlord acknowledges and agrees that the Leased Space may be occupied and used during the Lease Term by a third party licensee for an employment and training program. The Landlord must be satisfied as to the desirability and financial stability of the proposed sub-Tenant or assignee. Landlord's consent shall not be unreasonably or unduly withheld, conditioned, or delayed.

17. COUNTY'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

(A) The County shall obtain and maintain, during the full term of this Lease and any extension thereof, a policy of public liability insurance with bodily injury limits of \$400,000 (four hundred thousand dollars) for injury (or death) to one person, \$800,000 (eight hundred thousand dollars) per occurrence. The County shall have the right to self-insure. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act, 1986 (LGTC), MD. Ann. Code, Cts & Jud. Proc. Sect. 5-303 et seq. as amended. If the LGTC is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease.

(B) The County agrees that it will not keep in or upon the Premises any article which may be prohibited by the standard form of fire or hazard insurance policy. In the event the County's occupancy causes any increase in the insurance premiums for the Premises or any part thereof, then the County shall pay the additional premiums as they become due.

(C) The County agrees to hold harmless the Landlord from and against any and all damages arising solely out of the County's use of the Premises which are caused by any negligent act or omission of the County, or its employees, except to the extent that claims arise from the acts or omissions of the Landlord, the Landlord's employees, and contractors or any other party. Any indemnification given by the County is subject to the notice requirements and damages limitations stated in the County Indemnification Statutes, defined below, as amended from time to time.

(D) The Landlord will indemnify the County 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 for 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 including exterior areas, to the extent caused by any wrongful act or omission of the Landlord, its agents, contractors, or employees, excepting claims arising out of the negligent acts or omissions of the County or the County's employees. 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.

(E) Notwithstanding anything in this Lease to the contrary, the County further agrees that all personal-property in the Premises shall be and remain at the County's sole risk, and the Landlord shall not be liable for any damage to or loss of such personal property except to the degree damage arises out of the wrongful acts or omission of the Landlord, Landlord's agents, contractors or employees.

(F) Not later than thirty (30) days following execution of this Lease, the County will deliver to the Landlord a certificate of insurance for the coverage specified, above.

(G) Any obligation or liability of the County arising in any way from this Lease is subject to, limited by, and contingent upon the appropriation and availability of funds. Any indemnification given by the County in this Lease is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., and Cts. & Jud. Proc. §§ 5-303, et seq. (the "LGTCA"); Md. Code Ann. Art. 25A, §1A (2011 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2006 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-504 (2006 Repl. Vol.); and Md. Code Ann. Cts & Jud. Proc. § 5-604 (2006 Repl. Vol.) (together the "County Indemnification Statutes"), all as amended from time to time, and any indemnification given by the County in this Lease is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable.

18. LANDLORD'S PROPERTY DAMAGE AND LIABILITY INSURANCE:

(A) The Landlord shall obtain and maintain, during the Term of this Lease, and any Renewal Periods, a policy of general liability insurance with limits of Three Million Dollars (\$3,000,000) including fire legal liability, contractual liability, products and completed operations, and personal injury.

(B) The Landlord shall carry an All Risk Property Policy to protect against loss caused by the perils insured in the amount of 100 percent of the insurable value of the property (including the Leased Premises and the Improvements). The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverage.

(C) The Landlord shall provide a certificate of insurance evidencing the coverage described above not later than within thirty (30) days following the execution of this Lease. Within thirty (30) days of receipt of Landlord's written invoice for insurance, the County shall promptly pay the invoice to Landlord.

19. DESTRUCTION OF PREMISES: If during the term of this Lease the Base Building is so damaged by fire and or otherwise that the Leased Premises are rendered wholly unfit for occupancy, and the Leased Premises cannot be repaired within one hundred eighty 180 days from the event of such casualty, then this Lease shall cease and terminate from the date of said casualty, provided that the Tenant is given written notice within (30) days after said casualty of Landlord's intention to terminate the Lease ("notice period"). In such case, County shall pay rent apportioned to the date of said casualty and shall



surrender the Leased Premises to the Landlord after the expiration of the 30 day notice period. If the casualty is such that the Leased Premises can be repaired within one hundred eighty (180) days thereafter, Landlord shall enter and repair at Landlord's expense, within reasonable promptness, and this Lease shall not be affected except that rent shall be abated from the date of the casualty until the date when the repairs are completed and Tenant can re-enter the Premises. In case of casualties which shall not render the Leased Premises unfit for occupancy, this Lease shall not be affected, but Landlord may enter upon, and shall repair the said Premises with reasonable promptness.

20. DELIVERY OF THE PREMISES: Subject to the provisions of Section 14, County covenants, at the expiration or termination of this Lease, to remove all goods and effects from the Leased Premises that are not the property of Landlord, and to yield to Landlord the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to County), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk to which County is not herein expressly made liable excepted.

21. DEFAULT:

(A) By County: If (i) the Base Rent, Operating Expenses, or any installment thereof, shall remain unpaid after they becomes due and payable, within ten (10) days after written notice having been made to the County for same, or (ii) County of its assigns shall fail or neglect to keep and perform each and every one of the terms of this Lease, and such failure continues for more than thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence), after written notice from the Landlord specifying the default, then at the option of the Landlord, the County's right of possession shall thereupon end and the Landlord and its assigns may proceed to recover possession of the Leased Premises under the laws of Maryland. Landlord shall also have the option of terminating the Lease and may avail itself of any and all other legal remedies available to Landlord.

(B) By Landlord: If the Landlord or its assigns shall fail or neglect to keep and perform each and every one of the covenants, conditions, and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such period as may reasonably be required to correct the default with exercise of due diligence) after written notice from the County specifying the default, then the County or its assigns, at County's options, may terminate this Lease and/or pursue any legal remedies available to County.

22. HOLDOVER: If County continues, with the knowledge and written consent of the Landlord obtained at least thirty (30) days prior to the expiration of the Lease Term or any Renewal Period, to remain in the Premises after the expiration of the Lease Term or any Renewal Period, County shall become a month-to-month tenant with rent owing at the Base Monthly Rent which is equal to one hundred six percent (106%) of the monthly amount of the Base Rent applicable to the last month of the Lease Term or Renewal Period. The month-to-month tenancy shall otherwise be subject to the terms, covenants and conditions herein specified, commencing with the first day next after the end of the Lease Term or any Renewal Period, and can be terminated by either Landlord or County upon thirty days' advanced written notice to the other.

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

24. STATUTORY PROVISIONS: It is understood, agreed and covenanted by and between the parties hereto that the Landlord and Tenant, each at his own expense, will promptly comply with, observe and perform all of the requirements of all the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, the State of Maryland, Montgomery County Government, or Montgomery County Fire Marshal's Office.

25. WAIVER: The waiver at any time by the Landlord or Tenant of any particular covenant or condition of this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified in writing, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

26. 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 laws it does not, and agrees that it will not, discriminate in any manner based on race, color, religious creed, ancestry, national origin, age, sex, marital status, sexual orientation, gender identify or family responsibilities.

27. NON-APPROPRIATION: Landlord acknowledges that the County has appropriated funds only for payment of rent for the first year of the term of this Lease. Landlord further acknowledges and agrees that the County's obligations under the Lease, to pay rent in future years, is subject to the appropriation of funding for such purpose in future years by the County. 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. 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 against the County for unpaid rent or other damages which occur after the date of non-appropriation, 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. Landlord does not waive any claims which arise from the County's performance of its obligations under the Lease prior to the date of non-appropriation.

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 15<sup>th</sup> and 31<sup>st</sup> 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 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. If this Lease is terminated under this section, the Landlord, in addition to waiving all claims for any damages, shall not be entitled to reimbursement of any kind, whether for the cost of unamortized build-out, fit, finishes, or for rent abatement, or other expenses incurred by Landlord under this Lease. Notwithstanding the foregoing, in the event that County terminates the Lease under this Section 27, Landlord will be entitled to reimbursement of brokerage fees paid by Landlord to Jones Lang LaSalle Americas, Inc. ("JLL") under Section 28 and such reimbursement shall be in accordance with the provisions of Section 29.

28. CONTRACT SOLICITATION: Each party represents that it has not retained anyone to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee other than JLL as agent for the County, whose brokerage fees shall be paid by the Landlord under a separate brokerage contract; and the parties agree to indemnify each other against any and all claims for brokerage fees or commissions made by any broker other than JLL in connection with this Lease

29. REIMBURSEMENT DEPOSIT: The Reimbursement Deposit shall be paid by the County to the Landlord and shall be held by Landlord without liability for interest. The sole purpose of the Reimbursement Deposit is to compensate the Landlord for brokerage fees paid by Landlord to JLL under Section 28 if the County exercises its right to terminate this Lease under Section 27 prior to the expiration of the initial ten-year Lease Term. The amount of the Reimbursement Deposit will be equal to the brokerage fees paid by Landlord to JLL in connection with this Lease and shall be paid by County to Landlord within thirty (30) days of provision of proof of payment by Landlord to JLL. Landlord shall hold the Reimbursement Deposit in a separate account and shall not commingle the funds with Landlord's other funds. If the County does not terminate the Lease prior to the expiration of the initial ten-year Lease Term, the entire balance of the Reimbursement Deposit shall be returned by Landlord to the County within thirty (30) days of the expiration of the initial ten-year Lease Term. If Landlord transfers its interest in the Premises during the initial ten-year Lease Term, Landlord may assign the Reimbursement Deposit to the transferee if the transferee accepts the assignment and agrees to honor the terms of this Lease; and, thereafter Landlord shall have no further liability for the return of the Reimbursement Deposit.

If the County exercises its right to terminate this Lease prior to the expiration of the initial ten-year Lease Term as provided under Section 27, the Landlord may keep the Reimbursement Deposit in full satisfaction of all monetary damages, if any, suffered by Landlord on and after the date upon which the County exercises its right to terminate under Section 27.

30. PUBLIC EMPLOYMENT: Landlord understands that unless authorized under 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 for employment contemporaneous with his or her public employment.

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

32. SUBORDINATION: The County agrees that this Lease shall be subordinate to any mortgages or deeds of trust that may hereafter be placed upon the Leased Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacement and extensions

thereof, provided the mortgagee or trustee named in said mortgages or deeds of trust shall agree to recognize this Lease and the rights of the County hereunder. If any person shall succeed to all or part of Landlord's interest in the Leased Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of Lease or otherwise, the County shall, without charge, attorn to such successor-in-interest upon written request from Landlord, using the form attached hereto as Lease Exhibit "C", Lease Subordination, Non-Disturbance and Attornment Agreement.

33. ATTORNMENT: If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee or purchaser at a foreclosure sale, then County shall upon request, attorn to such transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease, provided such transferee or successor accepts the Premises subject to this Lease.

34. ESTOPPEL CERTIFICATE: County shall, at any time and from time to time, upon not less than fifteen (15) business days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a written statement substantially in the form of Exhibit "D".

35. STATE LAW: This Lease shall be interpreted in accordance with the laws of the State of Maryland and any dispute between the Parties shall be resolved in the court of proper jurisdiction located in Montgomery County Maryland.

36. INVALIDITY OF PARTICULAR PROVISIONS: If any term, covenant, condition, or provision of this Lease, or its application to any person or circumstance shall, at any time or to any extent, be held to be invalid or unenforceable, then the balance of the Lease shall (except to the extent such result materially changes the obligations or expectations of the Parties under the terms of this Lease) not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

37. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective representatives, successors and assigns.

38. ENTIRE AGREEMENT: It is further understood and agreed that this instrument contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing duly executed by the parties hereto.

39. MAIL NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail, addressed as follows:

LANDLORD:

GAFM, LLC  
c/o Greenhill Realty Company  
4901 Fairmont Avenue, Suite 200  
Bethesda, MD 20814

TENANT:

Montgomery County Government  
Dept. of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, MD 20850

With a copy, that does not constitute notice to:

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

Attention: County Attorney

40. GO DARK: County shall have the right to cease to conduct business in the Premises, provided County continues to pay to Landlord the Base Rent and all other charges due under the Lease. This provision shall have no force or effect in the event County does not appropriate funds for the Base Rent and all other charges due under the Lease as provided under Section 27 of this Lease.

41. PARKING: County shall have the right to non-exclusive use of all parking spaces in the Shopping Center for its customers and invitees. County understands that no employee parking is available or permitted in the Shopping Center. Landlord will enforce this rule with all tenants of the Shopping Center so that no tenants or tenants' employees are permitted to park in the parking spaces and such spaces shall only be available to customers and invitees of all tenants.

Landlord shall not permit any tenant exclusive use of parking spaces nor permit posting of any signs that indicate parking is for any tenant's exclusive use nor permit any parking spaces with 200 feet of the Premises to be designated as limited-time or short-term parking (e.g., 30 minute parking).

42. CONTINUOUS AND RECURRING RIGHT OF FIRST REFUSAL: Subject only to contractual conditions existing before the execution of this Lease, Landlord shall grant County the Continuous and Recurring Right of First Refusal on any contiguous space becoming available in the building. County shall have fifteen (15) business days to accept or reject the same economic terms received by Landlord in a bona fide written offer (L.O. I.) received from a third party prospective tenant. If County accepts the economic terms, the term for the expansion space shall be coterminous with the initial Premises.

43. SIGNAGE: (A) 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 "E" 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.

(i) County, at its sole cost, shall have the ongoing right to install and maintain exterior back-lit signage to the maximum extent allowable by the City or/ County Code, as applicable, but in accordance with Landlord's signage criteria attached as Exhibit "E". Tenant shall provide sign criteria for Landlords approval.

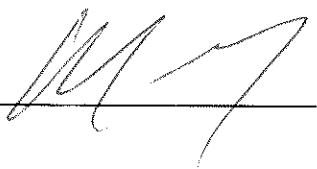
(ii) In addition to directory listings, County may install its signage on any available Shopping Center directional signage and on the pylon to the maximum extent allowable by the City or County Code, as applicable, and for no additional rent.

(iii) County will have the right to display all signs and advertising matter customary or appropriate in the conduct of County's Permitted Use business within the Leased Premises. The Landlord agrees that the County's storefront sign may contain the County's trade name, the trade name of the County's third party licensee, and the County Seal.

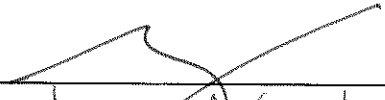
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed.

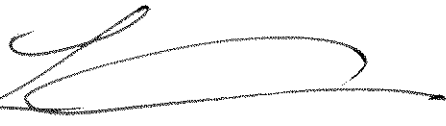
WITNESS:

By: 


LANDLORD:  
GAFM, LLC

By:   
Name: Leonard A. Greenberg  
Title: Trustee  
Date: 3/19/18

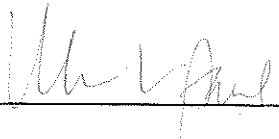
WITNESS:

By:   
LISA AUSTIN


TENANT:  
MONTGOMERY COUNTY,  
MARYLAND

By:   
Name: Ramona Bell-Pearson  
Title: Assistant Chief  
Administrative Officer  
Date: 3/23/18

APPROVED AS TO FORM & LEGALITY  
COUNTY ATTORNEY'S OFFICE

By:   
Date: 3-13-18

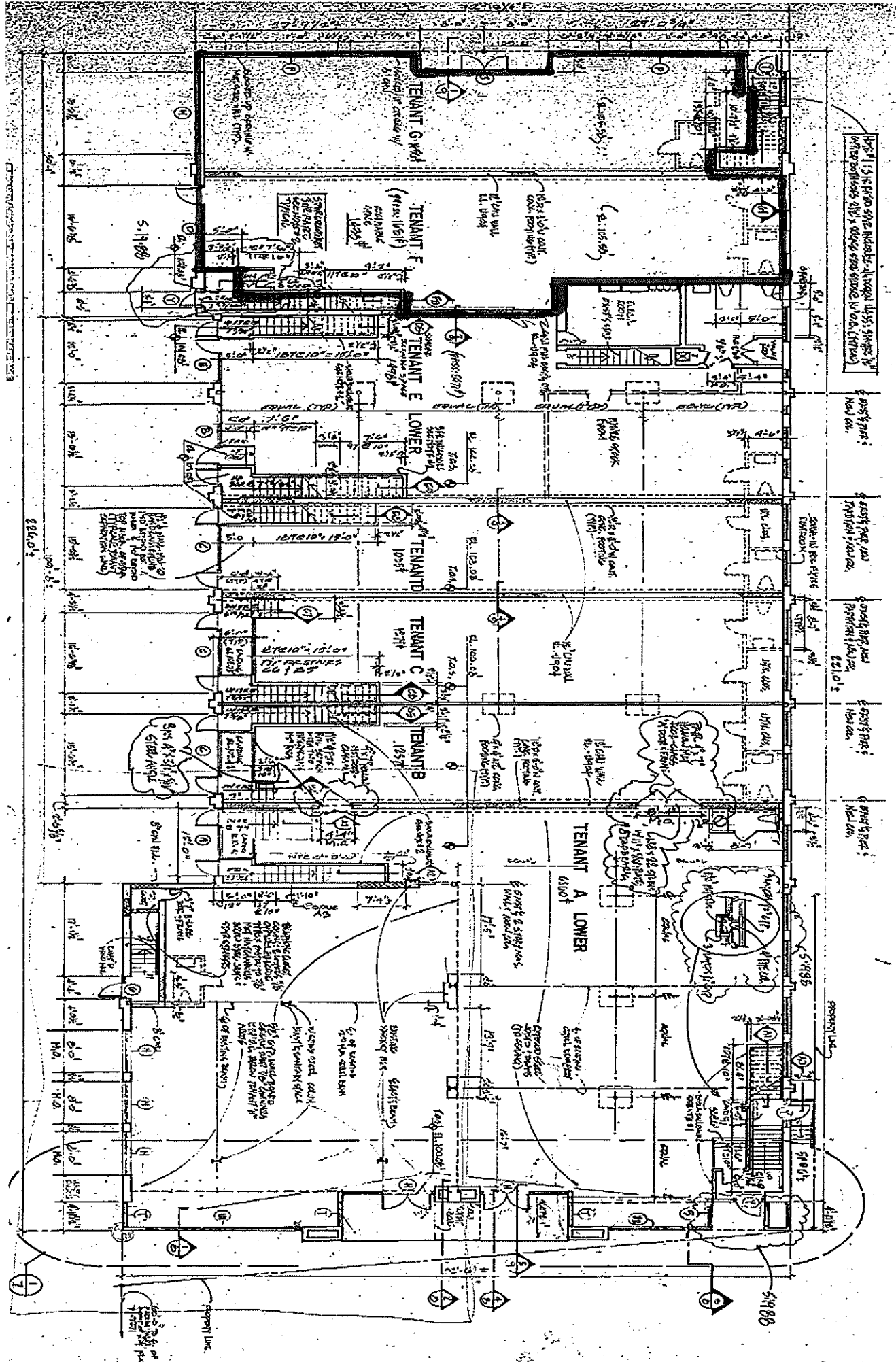
RECOMMENDED BY:

By:   
Name: Cynthia Brenneman  
Title: Director of Real Estate  
Date: 3/12/18

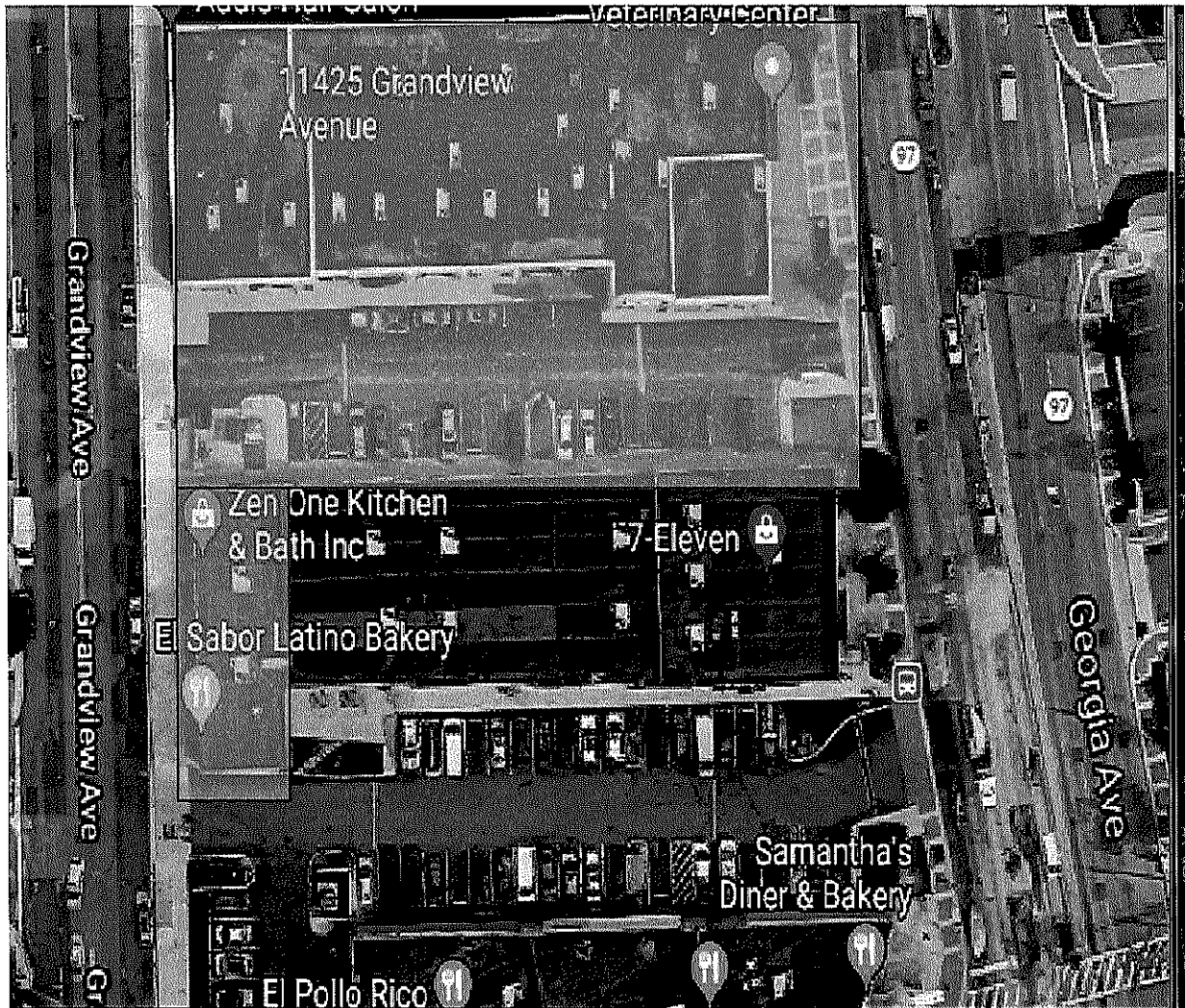
# **EXHIBIT A** **Description of Leased Premises**

11410-P Georgia Avenue (F)	1,780 sf
11425 Grandview Avenue (G)	1,715 sf

\*Drawing is solely for purpose of depicting exterior walls. It does not accurately depict existing condition of interior of Leased Premises at time of turnover.



**EXHIBIT B**  
**Shopping Center**





## EXHIBIT C

### SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ among \_\_\_\_\_ (the "Lender"), with an address at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ ("Landlord"), with an address at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "Tenant"), with an address at \_\_\_\_\_ (the Lender, the Landlord, and the Tenant together the "Parties").

#### RECITALS

A. WHEREAS, Landlord and Tenant entered into a Lease Agreement dated \_\_\_\_\_ as amended by the \_\_\_\_\_ (the "Lease"), whereby Tenant leased from Landlord those certain premises, containing approximately \_\_\_\_\_ (\_\_\_\_\_) square feet ("Leased Premises") located with an address at \_\_\_\_\_ and more particularly described on **EXHIBIT A**, attached and incorporated as if fully set forth (the "Property").

B. 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 \_\_\_\_\_ (\$\_\_\_\_\_) (the "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 from time to time (the "Mortgage") and an assignment of leases and rents from the Landlord to the Lender, which covers the Property, including the Leased Premises.

C. Tenant has agreed that the Lease shall be subject to and subordinate to the Mortgage held by the Lender, provided Tenant is assured of continued occupancy of the 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. Tenant acknowledges that Landlord will execute and deliver to the Lender an assignment of the Lease as security for the Loan, and Tenant expressly consents to the assignment. Tenant agrees that if there is a default by the Landlord in performance of the terms of the Loan that Lender may, at Lender's option, demand in writing sent to the Tenant 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 must be paid directly by Tenant to the Lender at the address specified below or as otherwise specified in writing by the Lender to the Tenant. Tenant agrees that not more than 30 days after receiving the Lender's written demand for payment of rent directly to the Lender that 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 MADE TO 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 COUNTY FOR ANY RENT, ADDITIONAL

RENT, OR OTHER PAYMENTS MADE BY TENANT IN CONFORMANCE WITH THE TERMS OF THE LEASE AND THIS AGREEMENT AT THE WRITTEN DIRECTION OF THE LENDER. The Landlord and the Lender fully indemnify the Tenant for any such payments made under this Paragraph, and the Lender will provide a defense to 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 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, including 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 Lease Term, and that Lender and Lender's successors and assigns will not disturb Tenant's possession of the Leased Premises, and (b) the Lender and the Lender's successors and assigns will recognize Tenant as the tenant of the Leased Premises for the remainder of the Lease Term in accordance with the provisions of the Lease. THE PARTIES AGREE THAT IF THE LENDER OR THE LENDER'S SUCCESSORS OR ASSIGNS BECOMES THE FEE SIMPLE OWNER OF THE PROPERTY, LENDER WILL NOT BE: (I) SUBJECT TO ANY CLAIMS, OFFSETS, OR DEFENSES WHICH TENANT MIGHT HAVE AGAINST LANDLORD; OR (II) LIABLE FOR ANY ACT OR OMISSION OF 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 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 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 Lender or Lender's successors or assigns as the landlord under the Lease for the remainder of the Lease Term, and the Tenant will perform all of its obligations under the Lease.

4. Lender's Option to Cure Lease Defaults. If Landlord fails to perform or observe any of the terms, conditions, or agreements in the Lease, 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. 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 Lender's intention to cure the default so long as the Lender proceeds to promptly cure the default. If 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 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. Thereafter, if Lender fails to cure the defaults, Tenant may avail itself of all of the relief provided in the default provisions of the Lease.

5. Obligations and Liability of Lender. Unless otherwise agreed in writing, the Lender shall have no obligations under the Lease unless 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 will 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 hand delivered by a nationally recognized receipted delivery service to:

If to the Lender, to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the Landlord, to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the County, to: Montgomery County Government  
Department of General Services  
101 Monroe Street, 9<sup>th</sup> 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, 3<sup>rd</sup> 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 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 provided as required in this Paragraph will be effective 30 days after it is deemed to be effective.

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

10. Tenant's Personal Property. The Mortgage may not, under any circumstances, be construed to encumber any of 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.

IN WITNESS WHEREOF, the Parties have executed this document effective the date first written above.

LENDER:

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

Printed Name: \_\_\_\_\_

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

LANDLORD:

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

Printed Name: \_\_\_\_\_

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

TENANT:

MONTGOMERY COUNTY, MARYLAND

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

Ramona Bell Pearson

Assistant Chief Administrative Officer

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

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

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

## EXHIBIT D

### TENANT ESTOPPEL CERTIFICATE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Re: Agreement of Lease dated \_\_\_\_\_ and as amended on \_\_\_\_\_ ("Lease"), executed by and between \_\_\_\_\_ ("Landlord"), and Montgomery County, Maryland ("Tenant") for leasing a certain premises containing approximately \_\_\_\_\_ (\_\_\_\_\_) square feet ("Leased Premises") with an address at \_\_\_\_\_ ("Property").

Landlord has requested that the County provide Landlord with an Estoppel Certificate as permitted from time to time under the terms of the above-referenced 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, as amended; is in full force and effect; and has not been modified, supplemented, or amended in any way other than in writing attached as part of Exhibit A. The Lease as amended in Exhibit A represents the entire agreement between the Landlord and Tenant as to the Premises or any part of the Premises.
- (2) The Lease Term shall commence as provided in the Commencement Letter required under Section 2 of the Lease. The current term of the Lease will expire in \_\_\_\_\_ (\_\_\_\_) years and \_\_\_\_\_ (\_\_\_\_) months after the Lease Commencement Date (as defined in the Lease). The Lease provides for two (2) extensions (Renewal Periods) of the Lease for a period of five years each.
- (3) The Tenant shall commence the payment of rent under the Lease on the "Rent Commencement Date" (as such term is defined in the Lease). The initial annual base rental payment for the first Lease Year shall be \$23.00 per square foot, or EIGHTY THOUSAND, THREE HUNDRED EIGHTY-FIVE AND NO/100 (\$80,385.00) DOLLARS. No rent under the Lease has been or will be paid more than thirty (30) days in advance of its due date.
- (4) The County paid no security deposit under the terms of the Lease.
- (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 leasehold improvements, and to 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 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: \_\_\_\_\_  
Ramona Bell-Pearson, Assistant Chief  
Administrative Officer

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

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

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

STATE OF MARYLAND  
COUNTY OF MONTGOMERY

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public in and for the State of Maryland, personally appeared Ramona Bell-Pearson, who acknowledged herself to be the Assistant Chief Administrative Officer of Montgomery County, Maryland, and that she, as Assistant Chief Administrative Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Montgomery County, Maryland by herself as its authorized representative.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires On:

**EXHIBIT E**  
**Tenant Sign Criteria**

SAMPLE:	24" to 48" closed-faced red internally illuminated channel letters, in general, with exceptions of scrips and old English Style, most letter styles are acceptable. Total signage per tenant shall conform with the County's restrictions based on frontage.
SIDES & BOTTOM:	.040 black aluminum returns 5" deep, white interior. Inside seams caulked using white silicone.
MOUNTING:	Letters to be counted to a 8" x 8" raceway painted to match building exterior.
ILLUMINATION:	2 or 3 rows of 13mm neon.
ELECTRICAL:	120 volt 60 MA transformers mid-pointed grounded to UL specs. All electrical to be wired and installed to UL specifications. Completed sign to bear the UL label.
NOTES:	All dimensions for both building and sign, along with sign location to be field verified. Tenants are to submit shop drawings of desired signage to the Landlord prior to fabrication and/or permit application for Landlord's written approval or revisions. All penetrations into the building must be caulked to watertight.
LOCATION:	Must be installed on upper parapet over each storefront of building.

**EXHIBIT F**

**Letters Concerning Lease and Rent Commencement**

In accordance with the Lease dated \_\_\_\_\_, between GAFM, LLC. (“Landlord”) and MONTGOMERY COUNTY, MARYLAND, (“County”) (together the “Parties”), for Leased Premises at 11425 Grandview Avenue and 11410 Georgia Avenue, Wheaton, Maryland, Landlord delivers to County this Letter of Lease and Rent Commencement dated this \_\_ day of \_\_\_\_\_, 2018.

Delivery

By signing below, in accordance with Section 2 of the Lease, the County acknowledges receipt of keys and delivery of Leased Premises on DATE \_\_\_\_\_ (“Lease Commencement Date”).

Rent Commencement

The Parties acknowledge that the Rent Commencement Date is \_\_\_\_DATE\_\_\_\_, the date one hundred twenty days after the Lease Commencement Date.

Acknowledgements

The Parties acknowledge that the County has paid the sum of \$\_\_SUM\_\_\_\_, to be held by Landlord as the Reimbursement Deposit subject to the terms of Section 29 of the Lease.

LANDLORD:

GAFM, LLC.

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

Title: \_\_\_\_\_

TENANT:

MONTGOMERY COUNTY, MARYLAND

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

Title: \_\_\_\_\_