

FIRST AMENDMENT TO THE LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is made and entered into as of the 18th day of November, 2019, by and between **10101 GROSVENOR PARK CONDOMINIUM ASSOCIATION**, a Maryland condominium association, (the “Landlord”) and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and political subdivision of the State of Maryland, (the “County”).

WHEREAS, on March 22, 2018, Landlord and County entered into a written Lease Agreement (the “Agreement”), concerning the lease of certain Leased Premises as more particularly described in the Agreement; and

WHEREAS, each term used herein that is defined in the Agreement shall have the meaning specified therein; and

WHEREAS, the Parties desires to modify the Agreement regarding the use of Property utilities to service the Leased Premises.

NOW, THEREFORE, in consideration of the covenants contained herein, in consideration of the premises and intending to be legally bound hereby, the Parties hereto agree to the following changes and modifications to the Lease.

1. Section 5 of the Agreement is deleted in its entirety and replaced with the following:

“5. Taxes and Operating Expenses:

(a) County shall pay for the electricity and natural gas it consumes in its operations at the rate charged by the servicing utility company. County shall have the right to draw electricity, natural gas and/or other utilities from the existing utilities on the Property or obtain separate utility service from any utility company that will provide service to the Property. Landlord agrees to sign such documents or easements as may be required by said utility companies to provide such service to the Leased Premises, including the grant to County or to the servicing utility company at no cost to the Landlord, of a license in, over across or through the Property as required by such servicing utility company to provide utility services as provided herein. Any license necessary for such power or other utilities will be at a location reasonably acceptable to Landlord and the servicing utility company.

If County elects to draw electricity or natural gas from the existing utilities on the Property as provided in Subparagraph (a) above, and if permitted by the local utility company servicing the Property, County shall furnish and install an electrical and/or natural gas submeter at the Property for the measurement of electrical power and natural gas used by County's Communications Facility and Communications Equipment. County shall pay for its own electric and natural gas consumption within thirty (30) days after receipt of an invoice from Landlord indicating the usage and the payment due to Landlord. So long as County makes payment to Landlord within such thirty (30) days, County will not be responsible to Landlord for any late fee charged to Landlord by the utility company. Landlord's invoices for County's electrical and natural gas consumption shall be based on the actual cost of electricity per KWH or cost of gas charged by the local utility

and may include a Twenty Five and 00/100 (\$25.00) Dollar fee per invoice, for the cost of reading and invoicing the County. . Landlord agrees to submit invoices quarterly. Invoices for utilities should be sent to one of the following addresses or to any other address County designates in writing to Landlord and CWF at least thirty (30) days in advance.

US Mail:
Montgomery County Government
DGS, Utility Payment Processing
101 Monroe Street, 9th Floor
Rockville, MD 20850

Email: Valerie.Myers@montgomerycountymd.gov

(b) With the exception of any negligence or willful misconduct of Landlord and CWF, Landlord shall not be liable in any respect for damages to either person or property nor shall County be relieved from fulfilling any covenant or agreement hereof as a result of any temporary interruption of electrical service. Landlord shall use reasonable diligence to restore any interruption in electrical service promptly, but County shall have no claim for damages, consequential or otherwise, on account of any interruption. County acknowledges that Landlord may, as part of its necessary maintenance and repair obligations at the Property, require a temporary interruption of electrical service that may cause a temporary disruption of service to County or the Communication Facility. In connection therewith, Landlord agrees to give County forty-eight (48) hours notice by phone at 240-773-8000, except in emergency situations, which notice may be less than forty-eight (48) hours.. Landlord must approve all utility routes prior to construction.

(c) Any tax, assessment, levy, charge, fee, or license directly attributable to the County's improvements on the Leased Premises ("Assessments") must be paid in full by the County within thirty (30) days of the County's receipt of any bill evidencing such Assessment."

2. Except as modified herein, all other terms and conditions of the Agreement will remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Parties' authorized representatives executed this First Amendment to the Lease Agreement as of the last date set forth below.

WITNESS

COUNTY

MONTGOMERY COUNTY MARYLAND

Julie L. White By: Jerome Fletcher
Jerome Fletcher
Assistant Chief Administrative Officer

Date: 11/18/19

APPROVED AS TO FORM AND LEGALITY BY THE OFFICE OF THE COUNTY ATTORNEY

By: Neal Anker
Neal Anker,
Associate County Attorney

Date: 11-15-19

WITNESS

LANDLORD

**10101 GROSVENOR PARK
CONDOMINIUM ASSOCIATION**

Elizabeth Amy
By: Elizabeth Amy
Name: ANNA ELIZABETH AMY
Title: vice president
Date: 11/6/19