

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this “Amendment”) entered into this 6th day of February 6, 2026, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as “the County” and CRD1 LLC, a Maryland limited liability company successor-in-interest to HALCYON ASSOCIATES, LLC, hereinafter referred to as “Landlord” (the County and Landlord together the “Parties”).

WITNESSETH:

WHEREAS, The County and the Landlord’s predecessor-in-interest entered into to a Lease, dated December 12, 2006, as amended by that certain Commercial Lease Amendment #1, dated June 13, 2010; and as further amended by that certain Non-Residential Lease Amendment #2, dated May 18, 2017; and as further amended by that certain Non-Residential Lease Amendment #3, dated September 14, 2017; (the Lease as so amended, the “Lease”), under which the County leases from the Landlord the Entire Premises (as defined in Amendment #1) known as 7-1 Metropolitan Court, Gaithersburg, Maryland 20878, comprising 9,000 rentable square feet of office space; and

WHEREAS, the term of the Lease expired on January 31, 2025; and

WHEREAS, the County has been on a month-to-month tenancy pursuant to the terms of Section 24 of the Lease since the Lease expiration date; and

WHEREAS, the County desires to extend the Term of the Lease for ten (10) years and Landlord is willing to extend the Term of the Lease for such period which shall be called the “Renewal Term”; and

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

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals contained above are true to the best of the Parties’ knowledge and are incorporated by reference herein.

2. Defined Term. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.

3. Effective Date. This Fourth Amendment shall be effective as of February 1, 2026 (the “Effective Date”).

4. Renewal Term. The term shall be extended for ten (10) years and shall commence on February 1, 2026 (“Commencement Date”) and shall expire on January 31, 2036 (“Expiration Date”).

5. Rent.

(a) Rental Payments. The County shall (a) pay Monthly Base Rent installments in advance by the first day of each calendar month and (b) for this Renewal Term, pay Base Rent in the amount of Two Million, Four Hundred, Forty-Three Thousand, Eighty-Four Dollars and 97/100 (\$2,443,084.97) (exclusive of additional rent) as depicted in the rent schedule below.

(b) Annual Adjustments. Commencing on February 1, 2027 (the first anniversary of the Renewal Term Commencement Date) and on each anniversary date thereafter, the Base Rent (then in effect) shall be increased by three percent (3.0%). The rent schedule below reflects said

annual adjustments.

**RENT SCHEDULE**

<b><u>Year</u></b>	<b><u>Base Rent</u></b>	<b><u>Monthly</u></b>
*Ext. Year 1 (2025/26)	\$220,500.00/year	\$18,375.00/month
Ext. Year 2 (2026/27)	\$227,115.00/year	\$18,926.25/month
Ext. Year 3 (2027/28)	\$233,928.45/year	\$19,494.04/month
Ext. Year 4 (2028/29)	\$240,946.30/year	\$20,078.66/month
Ext. Year 5 (2029/30)	\$248,174.69/year	\$20,681.22/month
Ext. Year 6 (2030/31)	\$255,619.93/year	\$21,301.66/month
Ext. Year 7 (2031/32)	\$263,288.53/year	\$21,940.71/month
Ext. Year 8 (2032/33)	\$271,187.19/year	\$22,598.93/month
Ext. Year 9 (2033/34)	\$279,322.80/year	\$23,276.90/month
*Ext. Year 10 (2034/35)	\$287,702.49/year	\$23,975.21/month

\* = Landlord is providing rental abatement during these lease years. Refer to the explanation set forth below in Section 6. Rental Abatement.

6. Rental Abatement. Landlord shall abate fifty percent (50%) of the Base Monthly Rent for the initial four (4) months of the Renewal Term. Additionally, Landlord shall abate fifty percent (50%) of the Base Monthly Rent for the last four (4) months in the final year of the Renewal Term. In total, Landlord shall abate four (4) full months of Base Monthly Rent over the entire Renewal Term.

7. Real Estate Taxes. In Section 8(a). County to Pay Increases., the following statement "...the 2006-7 tax year, as shown in Lease Exhibit "C" 2006-7 Consolidated Tax Bill (Base Year)..." shall be deleted in its entirety and replaced with the following: "...the 2025-26 tax year, as shown in Lease Exhibit "C" 2025/26 Consolidated Tax Bill (Base Year)...". Additionally, Exhibit "C-1" shall be removed and replaced with the exhibit attached hereto.

8. Tenant Improvements. The County agrees to retain possession of the Entire Premises in its "where-is" and "as-is" condition except that the Landlord at its sole cost and expense shall complete the following improvements for the Entire Premises, as depicted on Exhibit "A" attached hereto (the "Landlord's Work"), according to a construction schedule to be agreed upon by the Parties as described below in this Section:

- 1) Remove and dispose of all flooring and base throughout, excluding the dental suite (Tenant to choose color);
- 2) Replace flooring with floating Mohawk Discovery Ridge Plank LVT and new Johnsonite vinyl cove base (Tenant to choose color);
- 3) Patch and sand all holes larger than nail throughout the entire Entire Premises, excluding the dental suite;
- 4) Paint the entire Entire Premises, excluding the dental suite, in two coats of Sherman Williams Promar 200 (color to be chosen by Tenant) to include any accent walls Tenant chooses. County will be responsible for adding new Mercy Health decal on red wall;
- 5) Remove the existing bathroom door in office area and install new framing and drywall. Patch, sand, and paint the new drywall in two coats of Sherman Williams Promar 200;
- 6) Remove and dispose of all damaged Formica edging in the reception area;

- 7) Install a new Formica strip, adhering with PL400;
- 8) Demo existing countertops and bulkhead in hallway left of reception;
- 9) Install new drywall, framing, and two (2) 3X7 doors to create 2 enclosed closets. Patch and paint.

Within twenty (20) business days of full execution of this Fourth Amendment to Lease, Landlord shall coordinate meeting with County to review finishes, select colors, coordinate the construction schedule, etc. Before commencing Landlord's Work, County, at County's sole cost and expense, shall be responsible for preparing the Entire Premises in such a manner to accommodate completion of Landlord's Work. Landlord and County shall establish a construction schedule in order to minimize interruptions to business operations.

9. Property Damage and Liability Insurance. On the Effective Date, Section 10. County's Property Damage and Liability Insurance and Section 11. Landlord's Property Damage and Liability Insurance shall be deleted in its entirety and replaced with the following:

10. County Insurance:

a) The County shall obtain and maintain, during the Renewal Term, coverage for commercial general liability insurance with claim limits of liability of \$400,000 (Four Hundred Thousand Dollars) per individual claim 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 "LGTCA"). The County has the right to self-insure under this Lease and represents that the foregoing amounts are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the LGTCA. If the LGTCA is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease. If Landlord brings a claim against the County under this Section 10 and prevails on such claim, the County shall pay the reasonable attorneys' fees incurred by Landlord in such claim as such fees may be awarded by a court of law.

b) The County agrees that it will not keep in or upon the Entire Premises any article which may be prohibited by the standard form of fire or hazard insurance policy, a certificate of which the Landlord will share with the County upon the County's reasonable request. The foregoing shall not preclude County from using materials in reasonable quantities commonly used in a business office setting, or required by the County's use of the Entire Premises, provided that County properly uses, handles and disposes of the same in accordance with applicable law or ordinance and the manufacturers' instructions with respect thereto.

c) The County agrees to 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 Entire Premises, or the occupancy or use by the County of the Entire Premises, to the extent caused by any negligence, wrongful act or omission of the County, except to the extent of the negligence, or wrongful acts or omissions of the Landlord, its agents, contractors or employees. The County shall indemnify Landlord against any penalty, damage or charge incurred or imposed by reason of the County's violation of any law or ordinance. The County's liability under this paragraph 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 LCTCA, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq; Md. Code Ann., Cts. & Jud. Proc. § 5-303, et seq. and Md. Code Ann., Cts. & Jud. Proc. § 5-509, 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 County's liability above the caps provided in the County Indemnification Statutes, as applicable.

d) Notwithstanding anything in this Lease to the contrary, the County further agrees that all County's personal property in the Entire 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 extent damage or loss arises out of the negligence, wrongful acts or omissions of the Landlord, its agents, contractors or employees.

e) The County shall deliver to Landlord a certificate of insurance in form and substance reasonably acceptable to Landlord evidencing the coverage hereinabove described within thirty (30) days from execution of this Lease or Landlord's request therefor.

f) Waiver. Neither Party nor its respective officers, members, directors, employees, managers, agents, invitees' and contractors ("Related Parties") shall be liable to the other for business interruption, loss or damage caused by any risk insured against under property insurance required to be maintained hereunder.

(g) The County shall require any contractor or licensee using the Entire Premises to maintain commercial general liability insurance, including contractual liability, written on an occurrence basis, for damages because of bodily injury to or personal injury to or death of any person(s) or property damage occurring, in, on, or about the Entire Premises in an amount not less than Two Million Dollars (\$2,000,000.00), combined single limit (or such other amount as is reasonably appropriate to the nature and scope of the contractor's or licensee's use of the Entire Premises) naming both the Landlord and the County as additional insured and loss payee. Any contractors or licensees shall provide a certificate of insurance to both the County and the Landlord not more than thirty (30) after occupying the Entire Premises.

#### 11. Landlord Insurance:

a) The Landlord shall obtain and maintain, during the Lease Term (i) a policy of general liability insurance with limits of \$2,000,000 (Two Million Dollars) per occurrence, including fire, legal liability, contractual liability, products and completed operations, premises and operations, and personal injury, and (ii) \$1,000,000 (One Million Dollars) per claim, or more, in automobile liability coverage, including owned and hired vehicles.

b) The Landlord shall provide an All Risk Property Policy to protect against loss caused by the perils insured in the amount of 100 percent of the insurable value on a replacement cost basis of the Entire Premises and Property. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverage.

c) Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, flood, environmental hazard and earthquake, loss or failure of building equipment, errors and omissions, rental loss during the period of repair or rebuilding, workers' compensation insurance and fidelity bonds for employees employed to perform services and insurance for any improvements installed by the County or that are in addition to the standard improvements customarily furnished by Landlord without regard to whether such are made a part of the Property. All such insurance shall be included as part of the Operating Expenses. The Property may be included in a blanket policy (in which case the cost of such insurance allocable to the Property will be determined by Landlord based upon the insurer's cost calculations).

d) The Landlord will indemnify the County and save it harmless from and against any and all third-party 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 Entire Premises, or the occupancy or use by the Landlord of the Entire Premises or any part thereof including exterior areas, to the extent caused by any negligence, wrongful act or omission of the Landlord, its agents, contractors, or employees, except to the extent claims arise out of the negligent acts or omissions of the County, the County's agents, or employees; provided, however, that the County provides to Landlord prompt written 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. If the County brings a claim against Landlord under this Section 10 and prevails on such claim, Landlord shall pay the reasonable attorneys' fees incurred by the County in such claim as such fees may be awarded by a court of law.

10. 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 Lincoln Property Company ("Broker"). The Broker shall be paid brokerage commissions by Landlord 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.

11. Non-Appropriation. On the Effective Date, Section 35. Non-Appropriation shall be deleted in its entirety and replaced with the following:

The County's obligations under this Lease are subject to, limited by and contingent upon the appropriation and availability of funds. The Landlord acknowledges that the County has appropriated funds for the payment of Base Rent and Additional Rent ("Rent") only for the first Lease Year of the Renewal 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 **15<sup>th</sup>** and **31<sup>st</sup>** of the month. The County shall give the Landlord notice, in writing, as soon as is practicable 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.

12. Captions. Section headings are used for convenience only and shall not be considered when construing this Lease.

13 Existing Lease. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect. In the event of a conflict between the terms of the Lease and the terms of this Amendment, the terms, provisions and conditions of this Amendment shall prevail and control.

14. Binding Effect; Counterparts. This agreement will not be binding upon any party until this document has been executed by all Parties thereto. This Amendment may only be amended by a writing signed by all of the Parties hereto. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns. This Amendment shall not be recorded. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of a signed counterpart of this Amendment by .pdf or other electronic format shall constitute valid and sufficient delivery thereof, and .pdf or electronic signatures shall be deemed to be original signatures for all purposes.

***SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, Landlord and County have executed under seal and delivered this Fourth Amendment to Lease under seal on the Effective Date above written.

WITNESS:

By: *Travis Daniel*

LANDLORD:

CRD1 LLC,  
a Maryland limited liability company

By: *[Signature]*  
Name: EVSNING DANIEL  
Title: MANAGING MEMBER  
Date: 1/29/26

WITNESS:

By: *Monisola Brobbey*

COUNTY:

MONTGOMERY COUNTY, MARYLAND,  
a political subdivision of the State of Maryland

By: *[Signature]*  
Name: Fariba Kassiri  
Title: Deputy Chief Administrative Officer  
Date: 02/06/2026

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED:

By: *Neal Anker*  
Name: Neal Anker  
Title: Assistant County Attorney

By: *Cynthia Brenneman*  
Name: Cynthia L. Brenneman  
Title: Director, Office of Real Estate

Date: 2/3/2026

Date: 1/30/2026

**Exhibit A**  
**Landlord's Work**



