

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE (the "Amendment") is entered into this 1st day of August, 2025, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "the County" and BETTY B. CASEY TRUST, hereinafter referred to as "Landlord" (the County and Landlord together the "Parties").

WITNESSETH:

WHEREAS, The County and the Landlord are Parties to a Lease Agreement, dated July 1, 1999, as amended by that certain First Amendment to Lease, dated September 7, 2004; and as further amended by that certain Second Amendment to Lease, dated June 23, 2010; and as further amended by that certain Third Amendment to Lease, dated July 8, 2015; and as further amended by that certain Fourth Amendment to Lease, dated November 6, 2020; and as further amended by that certain Fifth Amendment to Lease, dated July 22, 2022; (the Lease Agreement and the First, Second, Third, Fourth and Fifth Amendments thereto, together the "Lease"), under which the County leases from the Landlord the Leased Premises known as units 8512, 8516, 8520, 8528, 8532, 8536, and 8540 Anniversary Circle, comprising 50,400 rentable square feet of space within the Building known as Casey Warehouse Center; and

WHEREAS, the term of the Lease expired on June 30, 2025; 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 "Fourth Renewal Term"; and

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

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

1. 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. Renewal Term. The term shall be extended for ten (10) years, commencing retroactively on July 1, 2025 ("Commencement Date") and expiring on June 30, 2035 ("Expiration Date").

4. Rent.

(a) Annual Rent. The Annual Rent for the first (1<sup>st</sup>) year of the Renewal Term (July 1, 2025 – June 30, 2026) shall be Four Hundred Seventy-Four Thousand, Seven Hundred Sixty-Eight and 00/100 Dollars (\$474,768.00) payable in equal monthly installments in the amount of Thirty-Nine Thousand, Five Hundred Sixty-Four and 00/100 Dollars (\$39,564.00).

(b) Annual Adjustments. Commencing on July 1, 2026 and on each July 1<sup>st</sup> during the Renewal Term thereafter, the Annual Rent (then in effect) shall be increased by one and one-half percent (1.5%). The rent schedule below reflects said Annual Adjustments.

<u>Year</u>	<u>Annual</u>	<u>Monthly</u>
Ext. Year 11 (2025/26)	\$474,768.00/year	\$39,564.00/month
Ext. Year 12 (2026/27)	\$481,889.52/year	\$40,157.46/month
Ext. Year 13 (2027/28)	\$489,117.86/year	\$40,759.82/month
Ext. Year 14 (2028/29)	\$496,454.62/year	\$41,371.22/month
Ext. Year 15 (2029/30)	\$503,901.43/year	\$41,991.79/month
Ext. Year 16 (2030/31)	\$511,459.95/year	\$42,621.66/month
Ext. Year 17 (2031/32)	\$519,131.84/year	\$43,260.99/month
Ext. Year 18 (2032/33)	\$526,918.81/year	\$43,909.90/month
Ext. Year 19 (2033/34)	\$534,822.59/year	\$44,568.55/month
Ext. Year 20 (2034/35)	\$542,844.92/year	\$45,237.08/month

In addition to the rent schedule as outlined above, County's contribution towards the Common Area Maintenance as outlined in Section 8 of the Lease, and County's payment of the water & sewer charges, as set forth in Section 3 of the First Amendment to Lease and subsequent Amendments, shall continue to apply in full force and effect to all rented Bays.

5. Tenant Improvements. The County agrees to retain possession of the Leased Premises in its "where-is" and "as-is" condition except that the Landlord at its sole cost and expense shall replace up to fourteen (14) Reznor type warehouse gas space heaters located inside the Leased Premises based on the County's needs, as determined by the County, and upon the County's request to Landlord. The installation of the new space heater units shall occur no later than November 30, 2025. Landlord has no obligation to service, maintain, and/or replace any RTU's located on the roof of the Leased Premises.

6. Broker. Landlord and County each represent and warrant to the other that it has not employed any broker in connection with this Amendment, and Landlord and County each agree to 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.

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

8. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.

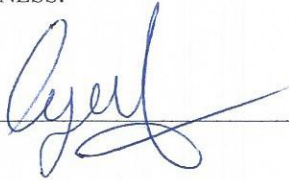
9. This Amendment will not be binding upon any party until it has been executed by all Parties thereto.

***SIGNATURE PAGE FOLLOWS***

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

WITNESS:

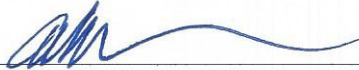
By:



LANDLORD:

BETTY B. CASEY TRUST

By:



Name: Andrew W. Horman

Title: Executive Director Casey Management, Inc. Agent for Landlord

Date:

7/28/25

WITNESS:

By:

Monisola Brobbey

COUNTY:

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

By:



Name: Fariba Kassiri

Title: Deputy Chief Administrative Officer

Date:

08/01/2025

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By:

Neal Anker

Name: Neal Anker

Title: Assistant County Attorney

Date:

7/30/2025

RECOMMENDED:

By:

Cynthia Brenneman

Name: Cynthia L. Brenneman

Title: Director, Office of Real Estate

Date:

07/30/2025