

AMENDMENT TO DEED OF LEASE

THIS AMENDMENT TO DEED OF LEASE (“**Amendment**”) is made effective as of this 18th day of July, 2025 (“**Effective Date**”), by and between **COURT 4935 LLC**, a Maryland limited liability company (“**Landlord**”) and **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland (“**Tenant**”).

RECITALS

WHEREAS, Landlord’s predecessor-in-interest and Tenant are parties to a certain Deed of Lease dated May 30, 2007, as amended by that certain letter dated November 30, 2011 from Tenant to Landlord exercising the First Option Term, letter dated November 30, 2016 from Tenant to Landlord exercising the Second Option Term, and letter dated November 30, 2021 from Tenant to Landlord exercising the Third Option Term; and letter dated July 8, 2022 from Landlord to Tenant concerning transfer of property and assignment of the Deed of Lease (collectively, the “**Lease**”) with respect to a space located at 4901, 4915, 4925, 4935, 4941, and 4943 Nicholson Court, Kensington, Maryland, 20895 (“**Premises**” as defined in Section 1(A) of the Lease) for a term currently expiring on May 31, 2027; and

WHEREAS, Landlord and Tenant have agreed to change their arrangement with respect to the maintenance, cleaning, repair, and inspections required in Section 8(B) of the Lease for the Premises in accordance with the terms and conditions of this Amendment; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Removal of Section 8(B).** Section 8(B) of the Lease is hereby deleted in full and replaced as follows:

“B. Floor Drainage, Trenches, Oil-Grit Separators, and Associated Sewer Pumps Maintenance, Cleaning and Repair:

(1) The collective maintenance, cleaning, repair, replacement, and inspection duties of Landlord set forth below in this Section 8(B)(1) are hereinafter referred to as the “**Landlord Maintenance**”. At Tenant’s sole cost and expense, Landlord shall clean, maintain, replace, and repair, as frequently as necessary but not less than once every sixty (60) days (weather permitting), any and all floor drainage trenches, ditches, outfalls, grates, oil-grit separators (including, but not limited to, BaySavers, BayFilters (including necessary filter changes), Weighted BaySaver Oil-Stop, the 4901 Nicholson Court oil-grit separator, and the 4941-4943 Nicholson Court oil-grit separator) and associated sewer pumps (including without

limitation the current Ebara Pump System and containment pit) for the Premises. Landlord agrees to have a qualified professional (such professional to be mutually satisfactory to Landlord and Tenant in their reasonable discretion) inspect the drainage trenches, ditches, outfalls, grates, and oil-grit separators at least once every thirty (30) days and to provide cleaning, maintenance, and repair more frequently than once every sixty (60) days, if required in the judgment of the inspector. If, in the future, Landlord and/or Tenant make changes, additions, or replacements to the oil-grit separators, sewer pumps, or any and all other improvements and alterations to the site made in compliance with Environmental Laws, including without limitation the replacement of any of the aforementioned brand name equipment with alternative brands, then the cleaning, maintenance, replacements, and repair of such improvements and alterations shall be included in the Landlord Maintenance. Prior to any Landlord Maintenance on the Premises, Landlord shall provide Tenant with at least twenty-four (24) hours written notice of its intent to enter the Premises to conduct the Landlord Maintenance. Landlord shall not be liable to Tenant or in default of this Lease if Landlord or its contractor is unable to perform Landlord Maintenance obligations or is delayed in so doing by reason of inclement weather, war, civil unrest, strike, labor troubles, inability to procure services, materials, permits or licenses, governmental delays, acts of God, or any other cause beyond the reasonable control of Landlord or its contractor.

(2) Landlord shall initially pay all out-of-pocket costs associated with the Landlord Maintenance and invoice Tenant for such costs. Upon receipt of any and all invoices for work related to the Landlord Maintenance, payment shall be made by Tenant immediately upon receipt as Additional Rent, which payment is subject to all applicable Rent payment provisions of the Lease. In addition, Tenant shall pay to Landlord an "Overhead Fee" equal to five (5%) percent of all Landlord Maintenance costs paid by Landlord. The Overhead Fee will be included on the Landlord's invoice to Tenant and shall be immediately due and payable upon receipt as Additional Rent, which payment is subject to all applicable Rent payment provisions of this Lease. Any additional costs or work associated with the cleaning, repair, and maintenance of the drainage trenches, ditches, outfalls, grates, and oil-grit separators (and associated sewer pumps) including but not limited to new parts, replacement parts, patching, environmental cleanup, removal and replacement of damaged and/or contaminated soil and asphalt will be at the sole cost and responsibility of the Tenant. Tenant shall contract with a licensed and bonded company approved by MDE, or WSSC, as appropriate, for the cleaning, maintenance, and repair required by this Section 8(B).

(3) Landlord and Tenant acknowledge and agree that the Landlord's Overhead Fee for purposes of all other Landlord conducted repairs and maintenance, outside of the Landlord Maintenance described herein, shall remain fifteen percent (15%).

(4) If Landlord fails to perform the cleaning, maintenance, and repair service outlined in this Section 8(B), Tenant may, but shall not be required to,

perform the cleaning, maintenance, and repair service at Tenant's sole cost and expense after giving Landlord thirty (30) days written notice of its intention to do so. Landlord shall not be liable to Tenant or in default of this Lease for such lack of performance.

(5) Landlord and Tenant acknowledge and agree that Landlord's performance of the Landlord Maintenance does not in any way alter Tenant's responsibility for any and all environmental contamination and pollution on the Premises or Tenant's required compliance with all lease terms as well as State, Local, and Federal Environmental Laws.

(6) Notwithstanding Section 7. Or 8.B.(4) above, Landlord shall indemnify, defend, and hold harmless Tenant, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Landlord's failure to perform or its contractors' negligent acts or omissions in performance of Landlord Maintenance obligations as detailed in this Section 8. B. except to the extent such claims, liabilities, losses, damages, costs, and expenses are caused by Tenant's negligent acts or omissions in performing the same pursuant to Section 8. B. (4). This indemnification shall apply only to any claims brought by third parties, governmental authorities, or any other entities, and shall survive the termination or expiration of this Lease. For the purposes of this limited indemnity, Landlord and Tenant acknowledge and agree that if Landlord or its contractor is unable to perform Landlord Maintenance obligations or is delayed in so doing by reason of inclement weather, war, civil unrest, strike, labor troubles, inability to procure services, materials, permits or licenses, governmental delays, acts of God, or any other cause beyond the reasonable control of Landlord or its contractor, such inability to perform or delay is not a failure of performance by Landlord of the Landlord Maintenance obligations or negligence or omission by its contractor as detailed in this Section 8. B. Other than this limited indemnity, all other Tenant indemnification and liability as expressed by the Deed of Lease dated May 30, 2007, as amended are hereby affirmed.

2. **Incorporation of Recitals.** The recitals hereinabove contained are incorporated by reference as part of this Amendment.

3. **Capitalized Terms.** Each capitalized term used but not defined herein shall have the meaning ascribed to it in the Lease.

4. **Representations.** Landlord and Tenant hereby acknowledge that the Lease is in full force and effect and Tenant acknowledges that Landlord has met all of its obligations under the Lease and is not currently in default thereunder.

5. **Ratification.** Unless a term or condition of the Lease is expressly contradicted by the terms of this Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this

Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties.

6. **Entire Agreement.** This Amendment constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No terms, conditions, representations, warranties, promises, or understandings, of any nature whatsoever, express or implied, have been made or relied upon by any party hereto. This Amendment may not be modified, waived, discharged or terminated other than by a writing executed by the parties hereto.

7. **Authority.** The parties hereto: (i) agree to execute any and all documents, and to take any other action, that may be necessary to carry out the express terms and intent of this Amendment; (ii) represent that the individuals executing this Amendment on behalf of Landlord and Tenant are duly authorized and empowered to execute this Amendment; and (iii) agree that this document shall not be construed against any party due to said party drafting this Amendment.

8. **Binding Effect.** The terms of this Amendment shall be binding upon the parties hereto and their respective successors and assigns.

9. **Governing Law.** The terms of this Amendment shall be construed and enforced in accordance with the laws of the State of Maryland, and any action thereon shall be brought in the appropriate Maryland State court.

10. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Amendment by email will be sufficient for all purposes and binding on any Party who so executes.

[Signatures Follow on Next Page.]

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Amendment to be executed by their duly authorized representatives, as applicable, effective as of the date set forth above.

LANDLORD:

COURT 4935 LLC

a Maryland limited liability company

By: David Feliciano

Name: David Feliciano

Title: Vice-President

Date: 6/4/25

ATTEST:

TENANT:

MONTGOMERY COUNTY, MARYLAND,

By: Fariba Kassiri

Name: Fariba Kassiri

Title: Deputy Chief Administrative Officer

Date: 7/18/25

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Matthew H. Johnson
Matthew H. Johnson
Assistant County Attorney

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

Date: 6/26/2025

Date: 7/16/25



DEPARTMENT OF GENERAL SERVICES

Marc Elrich
County Executive

David Dise
Director

MEMORANDUM

July 16, 2025

TO: Fariba Kassiri
Deputy Chief Administrative Officer
Office of County Executive

FROM: Greg Ossont, Deputy Director *go*
Department of General Services

SUBJECT: Amendment to Deed of Lease for 4901, 4915, 4925, 4935, 4941, and
4943 Nicholson Court, Kensington, Maryland 20895

The parties that entered into the Deed of Lease dated May 30, 2007 between Court 4935 LLC, predecessor-in-interest ("Landlord") and Montgomery County, MD ("County") desire to amend the Lease to allow the Landlord to take responsibility for the maintenance, cleaning, and repair of the floor drainage, trenches, oil-grit separators, and associated sewer pumps. This equipment is attached to the property located at 4901, 4915, 4925, 4935, 4941, and 4943 Nicholson Court ("Nicholson Court").

Currently, the County's Ride On bus depot resides at Nicholson Court. The Landlord will supervise and secure the proper contractors to conduct the work. The County will pay for the work and will also pay the Landlord an Overhead Fee equal to five percent (5%) of all Landlord maintenance costs paid by the Landlord. Any other maintenance work performed by the Landlord on behalf of the County shall still retain an Overhead Fee of fifteen percent (15%). All other terms and conditions of the Lease are in full force and effect. Funding sources are not changed.