

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "First Amendment") entered into this 26 day of February, 2026, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "the County" and HA OAKMONT RD3 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 are Parties to a Lease, dated December 28, 2006, ("Lease"), under which the County leases from the Landlord the Premises known as 8434 Helgerman Court, Gaithersburg, Maryland 20878, comprising 2,958 rentable square feet of flex space (the "Existing Premises"); and

WHEREAS, the term of the Lease expired on February 1, 2011; 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 expand into approximately 4,500 rentable square feet of flex space located at 8444 Helgerman Court, Gaithersburg, MD 20878 as approximately shown on Exhibit "A-1" attached hereto (the "Expansion Premises") with a term coterminous with its lease of the Premises, and Landlord is willing to agree that County may so increase County's square footage of the Existing Premises, all as more particularly provided below; and

WHEREAS, the Existing Premises comprised of 2,958 rentable square feet and the Expansion Premises comprised of 4,500 rentable square feet, totaling 7,458 rentable square feet, together shall be called the "Leased Premises"; and

WHEREAS, the County desires to extend the Term of the Lease for ten (10) years from the Effective Date (defined below) 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 First 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 First Amendment shall be effective as of February 1, 2026 (the "Effective Date").

4(a). 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").

4(b). Expansion Premises. As of the Commencement Date, the Existing Premises are hereby increased in size to include the Expansion Premises. Except as otherwise set forth in this First Amendment, the Existing Premises and Expansion Premises shall be hereinafter referred to, collectively, as the "Leased Premises" or the "Premises" for all purposes under the Lease.

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 One Million, Five Hundred, Thirty-Three Thousand, Four Hundred Twenty-one and 01/100 Dollars (\$1,533,421.01) (exclusive of additional rent) for the Leased Premises 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

<u>Year</u>	<u>Base Rent</u>	<u>Monthly</u>
*Ext. Year 1 (2026/27)	\$137,376.36/year	\$11,448.03/month
Ext. Year 2 (2027/28)	\$141,497.65/year	\$11,791.47/month
Ext. Year 3 (2028/29)	\$145,742.58/year	\$12,145.22/month
Ext. Year 4 (2029/30)	\$150,114.86/year	\$12,509.57/month
Ext. Year 5 (2030/31)	\$154,618.30/year	\$12,884.86/month
Ext. Year 6 (2031/32)	\$159,256.85/year	\$13,271.40/month
Ext. Year 7 (2032/33)	\$164,034.56/year	\$13,669.55/month
Ext. Year 8 (2033/34)	\$168,955.59/year	\$14,079.63/month
Ext. Year 9 (2034/35)	\$174,024.26/year	\$14,502.02/month
Ext. Year 10 (2035/36)	\$179,244.99/year	\$14,937.08/month

* = Landlord is providing rental abatement for the Expansion Premises only. Refer to the explanation set forth below in Section 6. Rental Abatement for the Expansion Premises.

6. Rental Abatement for the Expansion Premises. Landlord shall abate one hundred percent (100%) of the Base Monthly Rent for the initial six (6) months of the Renewal Term for the Expansion Premises. The rental abatement for the Expansion Premises shall be Forty-One Thousand, Four Hundred, Forty-five Dollars and 00/100 (\$41,445.00).

7. Pro Rata Share. In Section 7. County's Pro Rata Share, the County's Share, pro rata percentage of "3.0%" shall be deleted in its entirety and replaced with "7.89%".

8. 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-1" 2025/26 Consolidated Tax Bill (Base Year). Additionally, Exhibit "C" shall be removed in its entirety and replaced with Exhibit "C-1" attached hereto.

9. Tenant Improvements. Except as expressly provided herein, Landlord makes no representation or warranty, express or implied, regarding the Expansion Premises' condition, habitability, merchantability or fitness for a particular purpose. The County agrees to retain and accept possession of the Leased 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 Expansion Premises:

i) The HVAC within the Expansion Premises shall be in good working order.

10. 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 and thereafter, 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 "LGTC"). The County 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 LGTC. If the LGTC is amended to increase any of these limits, then the increased limits shall automatically apply to this Lease. The County shall have the right to self-insure. 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 Leased 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 Leased 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 Leased Premises, or the occupancy or use by the County of the Leased Premises, to the extent caused by any negligence, or 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 LGTC and Md. Code Ann., Cts. & Jud. Proc. § 5-509, and by the provisions governing contract claims against the County set forth in Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02 (together the "Applicable County Liability 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 beyond the limits provided in the Applicable County Liability Statutes, as applicable.

d) Notwithstanding anything in this Lease to the contrary, the County further agrees that all County's personal property in the Leased 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 Leased 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 Leased 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 Leased 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 Leased 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 Leased 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 Leased Premises, or the occupancy or use by the Landlord of the Leased Premises or any part thereof including exterior areas, to the extent caused by any negligence, or 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.

11. 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 First 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.

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 First Amendment, the terms, provisions and conditions of this First 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 First Amendment may only be amended by a writing signed by all of the Parties hereto. This First 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 First Amendment shall not be recorded. This First 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 First 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 First Amendment to Lease under seal on the Effective Date above written.

WITNESS:

By: Travis Dail

LANDLORD:

HA OAKMONT RD3, LLC,
a Maryland limited liability company

By: [Signature]
Name: JOHN W. DANIEL
Title: AUTHORIZED PERSON
Date: 2/18/26

WITNESS:

By: _____

COUNTY:

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

By: [Signature]
Name: Fariba Kassiri
Title: Deputy Chief Administrative Officer

Date: 2/26/21

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

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

Date: 2/24/2026

RECOMMENDED:

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

Date: 2/19/2026

Exhibit A-1
Expansion Premises



