

**FOURTH AMENDMENT TO LEASE**

THIS FOURTH AMENDMENT TO LEASE (this "Amendment") is made as of the <sup>27<sup>th</sup></sup> day of October 2013, by and between JOSEPH E. GODBOUT and JEANNE E. GODBOUT and ROBERT A. MEDBERY and VIRGINIA S. MEDBERY (collectively hereinafter called "Landlord"), and MONTGOMERY COUNTY, MARYLAND ("the County").

**WITNESSETH:**

**WHEREAS**, Joseph E. Godbout and Jeanne L. Godbout and Robert A. Medbery and Virginia S. Medbery and the County have entered into that certain written Lease Agreement dated June 7, 2007 as amended by the First Amendment to Lease dated July 8, 2010 and the Second Amendment to Lease dated August 14, 2012 and Third Amendment to Lease dated January 15, 2013 (the "Lease"), pursuant to which Joseph E. Godbout and Jeanne L. Godbout and Robert A. Medbery and Virginia S. Medbery leased to the County, and the County leased from Joseph E. Godbout and Jeanne L. Godbout and Robert A. Medbery and Virginia S. Medbery, those certain premises consisting of approximately 3,100 rentable square feet of space and known as 8413 Ramsey Avenue, Silver Spring, Maryland ("Premises").

**WHEREAS**, Landlord and the County now desire to supplement and/or modify the terms of the Lease, in the manner set forth herein.

**NOW, THEREFORE**, in consideration of the Premises and of the mutual promises and agreement herein contained, Landlord and the County agree that the Lease is hereby modified, amended, and/or supplemented as hereinafter set forth, and any language of, or provision in the Lease which is inconsistent or is in conflict with the following, and not hereinafter referred to, shall be deemed appropriately amended or modified:

1. TERM

Section Two (2) of the Lease is hereby amended by deleting the entire paragraph in its entirety and adding the following in lieu thereof:

"TERM

Effective October 1, 2013, Landlord and the County agree that the Term of the Lease is and shall be extended through June 30, 2014 ("Third Extended Term"). The County may terminate this Lease Agreement at any time during the Second Extended Term by giving sixty (60) days' written notice to Landlord. Effective July 1, 2014, the County shall continue on a month-to-month tenancy, which County may terminate with sixty (60) days' written notice to Landlord ("Monthly Tenancy"). During the Monthly Tenancy, Section 19(ii) shall be deemed to be null and void."

2. BASE RENT

Section Three (3) of the Lease is hereby amended by deleting the entire paragraph and adding the following in lieu thereof:

“BASE RENT

The fixed annual rent commencing October 1, 2013, shall be equal to One Hundred Seven Thousand Three Hundred Forty-Five Dollars and Forty Cents (\$107,345.40) payable in equal monthly payments of Eight Thousand Nine Hundred Forty Five Dollars and Forty-Five Cents (\$8,945.45). Effective June 1, 2014, the annual rent amount shall increase Three Percent (3%) each lease year thereafter.”

3. NON-MODIFICATION

Except as modified by this Fourth Lease Amendment, all terms, conditions, covenants, and agreements of the Lease shall be and remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to Lease to be executed as of the date first written above.

WITNESS:  
By: [Signature]

LANDLORD:  
By: [Signature]  
JOSEPH E. GODBOUT

Date: 9/17/13

By: [Signature]  
JEANNE L. GODBOUT

Date: 9/17/13

By: [Signature]  
ROBERT A. MEDBERY

Date: 9/17/13

By: [Signature]  
VIRGINIA S. MEDBERY

Date: 9/17/13

TENANT:  
MONTGOMERY COUNTY, MD

By: [Signature]  
Ramona Bell-Pearson  
Assistant Chief Administrative Officer

Date: October 4, 2013

APPROVED AS TO FORM & LEGALITY

By: [Signature]  
Alexandra Thompson  
Associate County Attorney

Date: 8/28/13

RECOMMENDED:

By: [Signature]  
Cynthia Brenneman  
Director Office of Real Estate

Date: 8/27/13