

**FIFTH AMENDMENT TO LEASE**

THIS FIFTH AMENDMENT TO LEASE (this "Amendment") is made as of the 5<sup>th</sup> day of August 2014, 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, Third Amendment to Lease dated January 15, 2013 and the Fourth Amendment to Lease dated October 4, 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 July 1, 2014, Landlord and the County agree that the Term of the Lease is and shall be extended through December 31, 2014 ("Fourth Extended Term"). The County may terminate this Lease Agreement at any time during the Fourth Extended Term by giving sixty (60) days' written notice to Landlord. Effective January 1, 2015, the County shall continue on a month-to-month tenancy, which County may terminate with thirty (30) 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 June 1, 2014, shall be equal to One Hundred Ten Thousand Five Hundred Sixty-Five Dollars and Seventy-Two Cents (\$110,565.72) payable in equal monthly payments of Nine Thousand Two Hundred Thirteen Dollars and Eighty-One Cents (\$9,213.81. ). Effective June 1, 2015, the annual rent amount shall increase Three Percent (3%) each lease year thereafter."

3. NON-MODIFICATION

Except as modified by this Fifth 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 Fifth Amendment to Lease to be executed as of the date first written above.

LANDLORD:

WITNESS:

By: [Signature]

By: Joseph E. Godbout  
JOSEPH E. GODBOUT

Date: 7/9/14

WITNESS:

By: [Signature]

By: Jeanne L. Godbout  
JEANNE L. GODBOUT

Date: 7-22-14

WITNESS:

By: [Signature]

By: Robert A. Medbery  
ROBERT A. MEDBERY

Date: 7/9/14

WITNESS:

By: [Signature]

By: Virginia S. Medbery  
VIRGINIA S. MEDBERY

Date: 7/17/14

WITNESS:

By: Julie L. White

TENANT:  
MONTGOMERY COUNTY, MD

By: Ramona Bell-Pearson  
Ramona Bell-Pearson  
Assistant Chief Administrative Officer

Date: 8/5/14

APPROVED AS TO FORM & LEGALITY

RECOMMENDED:

By: Alexandra Thompson  
Alexandra Thompson  
Associate County Attorney

By: Cynthia Brenneman  
Cynthia Brenneman  
Director Office of Real Estate

Date: 6/19/14

Date: 6/18/14

