

SIXTH AMENDMENT TO LEASE

THIS SIXTH AMENDMENT TO LEASE (this "Amendment") is made as of the 23 day of Feb 2015, 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, Fourth Amendment to Lease dated October 4, 2013 and the Fifth Amendment to Lease dated August 5, 2014 (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 January 1, 2015, Landlord and the County agree that the Term of the Lease is and shall be extended through December 31, 2015 ("Fifth Extended Term"). The County may terminate this Lease Agreement at any time during the Fifth Extended Term by giving sixty (60) days' written notice to Landlord. Effective January 1, 2016, 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, 2015, shall be equal to One Hundred Thirteen Thousand Eight Hundred Eighty-Two Dollars and Sixty-Nine Cents (\$113,882.69) payable in equal monthly payments of Nine Thousand Four Hundred Ninety Dollars and Twenty-Two Cents (\$9,490.22). Effective June 1, 2016, the annual rent amount shall increase Three Percent (3%) each lease year thereafter."

3. NON-MODIFICATION

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

LANDLORD:

WITNESS:
By: MARCO ROSAS
MARCO ROSAS

By: JOSEPH E. GODBOUT
JOSEPH E. GODBOUT
Date: 2/12/15

WITNESS:
By: MARCO ROSAS
MARCO ROSAS

By: JEANNE L. GODBOUT
JEANNE L. GODBOUT
Date: 2/12/15

WITNESS:
By: Mark Gabriele
Mark Gabriele

By: ROBERT A. MEDBERY
ROBERT A. MEDBERY
Date: 2/8/15

WITNESS
By: Elizabeth A. Edgerton
Elizabeth A. Edgerton

By: VIRGINIA S. MEDBERY
VIRGINIA S. MEDBERY
Date: 2/8/2015

WITNESS:
By: Julie L. White

TENANT:
MONTGOMERY COUNTY, MD

By: Ramona Bell-Pearson
Ramona Bell-Pearson
Assistant Chief Administrative Officer
Date: 2/23/15

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: 1/27/15

Date: 1/27/15