

FOURTH AMENDMENT TO LEASE AGREEMENT
4508 Walsh Street, Bethesda, Maryland

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”), is made as of the 24th day of March, 2017 (“**Effective Date**”), by and between **MONTGOMERY COUNTY, MARYLAND**, a body corporate and politic (the “**Landlord**”) and **THE WRITER’S CENTER**, a District of Columbia nonprofit corporation (the “**Tenant**”).

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated as of July 21, 1992, as amended by that certain First Amendment to Lease Agreement dated July 6, 1998, that certain Second Amendment to Lease Agreement dated July 25, 2006, and that certain Third Amendment to Lease Agreement dated June 6, 2014 (collectively, the “**Lease Agreement**”) for the use and occupancy of the land and improvements known as 4508 Walsh Street, Bethesda, Maryland (the “**Premises**”).

B. The parties desire to amend the Lease Agreement to extend the Term thereof, as set forth more fully below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant, intending legally to be bound, hereby agree as follows:

1. **Recitals; Incorporation of Terms; Definitions.** The foregoing recitals and the terms and provisions of the Lease Agreement, are hereby incorporated herein by reference and are made a substantive part of this Amendment. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Lease Agreement. The Lease Agreement, as modified by this Amendment, is referred to herein as the “Lease”.

2. **Extension of Term.** Paragraph 2 of the Lease, entitled TERM, is hereby amended by deleting the last two sentences in their entirety and adding the following in lieu thereof: “The Parties hereby agree to modify Paragraph 2 of the Lease, entitled TERM, to extend the term for an additional eighteen (18) years as follows (such additional eighteen (18) year period being referred to herein as the “Extended Term”):

The term hereby created shall commence January 1, 2014 and expire at midnight on December 31, 2031.”

3. **Integration.** The parties hereby ratify and confirm all of the terms and provisions of the Lease Agreement, as modified herein. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall govern the rights and obligations of the parties hereto.

4. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal and personal representatives.

5. **Counterparts.** This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have made and entered into this Fourth Amendment to Deed of Lease as of the date and year first above mentioned.

WITNESS:

Julie L White
Print Name: Julie L. White

LANDLORD:

MONTGOMERY COUNTY, MARYLAND

By: Ramona Bell-Pearson

Name: Ramona Bell-Pearson

Title: Asst. Chief Administrative Officer

APPROVED AS TO FORM
AND LEGALITY:

Office of the County Attorney

By: Alexandra Mays

Name: Alexandra Mays

Title: Assoc County Attorney

Date signed: 3/21/17

RECOMMENDED:

By: Gregory J. Ossont

Name: Gregory J. Ossont

Title: Deputy Director DGS

Date signed: 3/2/17

TENANT:

THE WRITER'S CENTER,
a District of Columbia nonprofit corporation

By: Sarah Mott Freeman

Name: Sarah Mott Freeman

Title: Chair, Board of Directors