## FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE entered into this 1041 day of march, 2012, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred to as "County" and PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD., hereinafter referred to as "Lessee" (County and Lessee together the "Parties").

## WITNESSETH:

WHEREAS, The County and the Lessee are Parties to a lease agreement (hereinafter referred to as "the Lease") dated April 24, 1996, under which Lease the Lessee leased from the County premises comprising 1,455 square feet within the building located at 29 Courthouse Square, Room 110, Rockville, Maryland; and

WHEREAS, the First Amendment to the Lease extended the term through October 14, 2004; and

WHEREAS, the Second Amendment to the Lease extended the term through October 14, 2008; and

WHEREAS, the Third Amendment to the Lease extended the term through October 14, 2012; and

WHEREAS, a copy of the Lease, First Amendment, Second Amendment and Third Amendment are attached hereto and made a part hereof;

and

WHEREAS, the Parties desire to extend the term of the Lease, and to adjust the rental terms;

NOW THEREFORE, the Parties desire to modify the terms of the lease as set forth herein.

1. <u>TERM EXTENSION:</u> The term of this Lease extension shall be (4) years to commence on October 15, 2012 and terminating on October 14, 2016.

2. <u>RENTAL ADJUSTMENTS:</u> It is agreed between parties that the annual rent payable by Lessee is as set forth in the following schedule:

LY 1	October 15, 2012	\$13,419.11	annually	\$1,118.25 monthly
LY 2	October 15, 2013	\$14,090.07	annually	\$1,174.17 monthly
LY 3	October 15, 2014	\$14,794.57	annually	\$1,232.88 monthly
LY 4	October 15, 2015	\$15,534.30	annually	\$1,294.52 monthly

3. <u>MAIL NOTICES:</u> This amendment shall reflect a change of address for the County. The new address is: Montgomery County, Department of General Services, Office of Real Estate, 101 Monroe Street 9<sup>th</sup> floor, Rockville Md., 20850 with a copy that does not constitute notice to Montgomery County, Office of the County Attorney, 101 Monroe Street 3<sup>rd</sup> floor, Rockville Md. 20850.

All terms, covenants and conditions of the Lease not expressly modified and amended hereby shall remain in full force and effect and are hereby ratified and affirmed in all respects.

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IN WITNESS WHEREOF, the Parties hereto have caused this Lease Amendment to be properly executed.

WITNESS:	TENANT: PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD.
By: Koun V. Farris	By: Mary Avan Brycon Title: Executive Director
	Date: 3/6/2012
WITNESS:	LANDLORD: MONTGOMERY COUNTY, MARYLAND
By: Julie L White	By: Barnoua Bell-Pearson
<b>V</b>	Ramona Bell - Pearson Assistant Chief Administrative Officer
Date: Julie L. White	Date:3/9/12
APPROVED AS TO FORM & LEGALITY OFFICE OF THE COUNTY ATTORNEY	RECOMMENDED
By: Dhen	By: Grithia Br
Associate County Attorney	Cynthia Brenneman, Director Office of Real Estate
Date: 3/6/18	Date: 3/2/12
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