

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement made and executed this 28th day of Jan, 2014, by and between Montgomery County, Maryland, a body corporate and politic (the "County") and Maryland Treatment Centers, Inc. (the "Licensee"), the County and the Licensee together the "Parties").

WHEREAS, the County entered into a License Agreement with the Licensee dated March 27, 2007 (the "License") for County space to provide a non-hospital detox and intermediate care facility program located at 14703 Avery Road, Rockville, Maryland (the "Premises"); and

WHEREAS, the Parties have agreed to amend the License Term as set forth in the License Agreement; and

WHEREAS, the Parties have agreed to amend the License Agreement to delete the existing contract attached to the License as Exhibit B and to add the a new Contract in lieu thereof; and

WHEREAS, the Parties mutually desire to amend the terms and conditions of the License Agreement to reflect the above.

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Unless otherwise set forth in this First Amendment to License Agreement, all capitalized terms shall have the same meanings as set forth in the License Agreement.

2. Licensed Premises. Section 1 of the License Agreement is hereby amended by adding the following as a new paragraph:

"The Contract attached to the License Agreement as Exhibit B shall be deleted in its entirety and the Contract attached to this First Amendment to License Agreement shall be attached in lieu thereof as the new Exhibit B."

3. License Term. Section 2 of the License Agreement is hereby amended by deleting the paragraph and adding the following in lieu thereof:

"This License Agreement shall commence on July 1, 2011 and shall be effective coterminous with the length of the Contract (as defined below) including all Contract renewals, unless sooner terminated, and will expire automatically with the termination of the Contract (the "License Term"). The License Term shall be upon the same terms and conditions as the License Agreement currently in effect. Notice of early termination of

the Contract or the License shall be given by the Party affected, as set forth in paragraph 3 of the License Agreement.”

4. Mailing Notices. Section 24 of the License Agreement is hereby amended by deleting the County’s Address and adding the following in lieu thereof:

“COUNTY:
Montgomery County, Maryland
Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850”

5. This First Amendment to the License Agreement is incorporated into the License Agreement and shall be deemed a part thereof.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: Julie L. White

By: Rambona Bell-Pearson
Rambona Bell Pearson, Assistant
Chief Administrative Officer

Date: January 28, 2014

WITNESS:

LICENSEE:
MARYLAND TREATMENT
CENTERS, INC.

By: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Alexis Pope

By: Cynthia L. Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 1/23/14

Date: 1/21/14

IN WITNESS WHEREOF, the Parties have caused this agreement to be properly executed.

WITNESS:

COUNTY:
MONTGOMERY COUNTY,
MARYLAND

By: _____

By: _____
Ramona Bell Pearson, Assistant
Chief Administrative Officer

Date: _____

WITNESS:

LICENSEE:
MARYLAND TREATMENT
CENTERS, INC.

By: Marge Stonesifer

By: William J. Kelly

Title: Exec. V.P.

Date: 1/27/14

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Alexander Thompson

By: Cynthia L. Brenneman
Cynthia L. Brenneman, Director
Office of Real Estate

Date: 1/23/14

Date: 1/29/14