

**FIRST LEASE AMENDMENT TO LEASE**

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made as of the 8<sup>th</sup> day of July 2010, 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 (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.

**WHEREAS**, Landlord and the Tenant 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 Tenant 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 Agreement is hereby amended by deleting the entire paragraph in its entirety and adding the following in lieu thereof:

**"TERM**

Landlord and the County agree that the Term of the Lease is and shall be extended for a period of two (2) years commencing June 8, 2010. The County may terminate this Lease Agreement at any time after the sixteenth (16) month by giving sixty (60) days notice to Landlord at any time during the Term of the Lease".

2. **BASE RENT**

Section THREE (3) of the Lease Agreement is hereby amended by deleting and adding the following in lieu thereof:

"BASE RENT

The fixed annual rent amount will change for the first year of the extended term to Ninety Eight Thousand Two Hundred Thirty Six and Sixteen Cents 98,236.16 payable in equal monthly payments of Eight Thousand One Hundred Eighty Six and Thirty Four Cents \$8,186.34 beginning at the commencement of this First Amendment to Lease. The annual rent amount shall increase 3 % each lease year thereafter".

3. NON-MODIFICATION

Except as modified by this Second Lease Amendment, all terms, conditions, covenants, and agreements of the Lease shall be and remain in full force and effect.

4. NOTICES:

All notices required or desired to be given in accordance with this Lease by either party must be given by first class mail with a nationally recognized receipted delivery service, postage prepaid, addressed to the County or Landlord, respectively. Notices to the Parties must be addressed as follows:

THE COUNTY:

Montgomery County, Maryland  
Department of General Services  
Office of Real Estate  
101 Monroe Street, 9<sup>th</sup> Floor  
Rockville, Maryland 20850

With a copy that does not constitute notice to:

Office of the County Attorney  
101 Monroe Street, 3<sup>rd</sup> Floor  
Rockville, Maryland 20850  
Attn: County Attorney

THE LANDLORD:

Joseph E. Godbout, Jeanne L. Godbout,  
Robert A. Medbery, Virginia S. Medbery  
8413 Ramsey Avenue  
Silver Spring, Maryland 20814

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the date first written above.

WITNESS:

By: *Jean B. Wallerstein*

WITNESS:

By: *Julie White*

LANDLORD:

By: *Joseph E. Godbout*  
JOSEPH E. GODBOUT

Date: 6/9/10

By: *Jeanne L. Godbout*  
JEANNE L. GODBOUT

Date: 6/9/10

By: *Robert A. Medbery*  
ROBERT A. MEDBERY

Date: 6/9/10

By: *Virginia S. Medbery*  
VIRGINIA S. MEDBERY

Date: 6/9/10

TENANT:

MONTGOMERY COUNTY, MD

By: *Diane R. Schwartz Jones*  
Diane R. Schwartz Jones  
Assistant Chief Administrative Officer

Date: 7/8/10

APPROVED AS TO FORM & LEGALITY

BY: *Debra Thompson*  
Date: 5/19/10

RECOMMENDED:

By: *Cynthia L. Brenneman* 5/18/10  
Cynthia L. Brenneman, Director  
Office of Real Estate