

## FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement ("First Amendment") made and executed this 25th day of January, 2021, by and between Montgomery County, Maryland, a body corporate and politic (the "County") and Montgomery County Coalition for the Homeless, Inc. (the "Licensee"), (the County and the Licensee together the "Parties").

WHEREAS, the County is the owner of fee simple title in the improvements and contiguous grounds located at 5830 and 5834 Riggs Road, Laytonsville, Maryland, 20879 (the "Licensed Premises") and

WHEREAS, the County and the Licensee entered into a License Agreement dated September 24, 2019 (the "License Agreement") pursuant to which the County granted Licensee a license to use the Licensed Premises to provide programs managed by Licensee for the purpose of housing homeless individuals in the Licensed Premises; and

WHEREAS, the License Agreement terminated on September 15, 2020 and Licensee has since been occupying and using the Licensed Premises under a verbal agreement with the County on a month-to-month basis under the terms and conditions of the License Agreement; and

WHEREAS, the Parties now wish to formally amend the License Agreement to extend the License Term for an additional three hundred-sixty (360) days, retroactive from the date the initial License Term expired.

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, all capitalized terms shall have the same meanings as set forth in the License Agreement.

2. License Term. Section 2 of the License Agreement is hereby amended by deleting it in its entirety and replacing it with the following:

"The License Term shall commence on September 16, 2020 and shall end at 11:59 PM on the three hundred sixtieth day following such date."

3. Ratification of License. This First Amendment to the License Agreement is incorporated into the License Agreement and shall be deemed a part thereof, and except

as amended by this First Amendment, all of the terms and conditions of the License Agreement shall be and hereby remain in full force and effect.

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

**WITNESS:**

Julie White

**COUNTY:**

MONTGOMERY COUNTY, MARYLAND

By: A. Jerome Fletcher  
Name: Jerome Fletcher  
Title: Assist. Chief Administrative Officer  
Date: 1/19/21

**WITNESS:**

Jesse Ballard

**LICENSEE**

MONTGOMERY COUNTY COALITION  
FOR THE HOMELESS, INC.

By: Susie Sinclair-Smith  
Name: Susie Sinclair-Smith  
Title: CEO  
Date: 1/25/2021

APPROVED AS TO FORM & LEGALITY RECOMMENDED:  
OFFICE OF THE COUNTY ATTORNEY

By: Neal Anker

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

Date: 1/14/2021

Date: 01/13/2021