

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE entered into this 11<sup>th</sup> day of January, 2016, by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic, hereinafter referred 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, the Fourth Amendment to the lease extended the term through October 14, 2016; and

WHEREAS, a copy of the Lease, First Amendment, Second Amendment, Third Amendment, and Fourth 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. TERM EXTENSION. The term of this Lease extension shall be five (5) years to commence on October 15, 2016 and shall terminate on October 14, 2021.

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

Lease Year	Annual Rent Adjustment Date	Annual Base Rent Amount	Monthly Base Rent Amount
1	15-Oct-16	\$16,005.00	\$1,333.75
2	15-Oct-17	\$16,485.15	\$1,373.76
3	15-Oct-18	\$16,979.70	\$1,414.98
4	15-Oct-19	\$17,489.10	\$1,457.42
5	15-Oct-20	\$18,013.77	\$1,501.15

3. ENTIRE AGREEMENT. This Amendment constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No terms, conditions, representations, warranties, premises, or understandings, of any nature whatsoever, express or implied, have been made or relied upon by any party hereto. This Amendment may not be modified, waived, discharged or terminated other than by a writing executed by the parties hereto.
4. BINDING EFFECT. The terms and conditions of this Amendment shall be binding upon the parties hereto and their respective successors and assigns.
5. RATIFICATION. 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.

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

WITNESS:

TENANT:

PEERLESS ROCKVILLE HISTORIC PRESERVATION, LTD.

By: *Susan Donohue*  
 Date: 12/22/16

By: *Nancy Pickard*  
 Title: Executive Director  
 Date: 12.22.2016

WITNESS:

LANDLORD:  
MONTGOMERY COUNTY,  
MARYLAND

By: Julie L White

By: Ramona Bell-Pearson  
Ramona Bell-Pearson  
Assistant Chief Administrative Officer

Date: 1/11/17

Date: 1/11/17

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

RECOMMENDED

By: Wade Meyer  
Associate County Attorney

By: Cynthia Brememan  
Cynthia Brememan, Director  
Office of Real Estate

Date: 1/9/17

Date: 12/30/16