

## SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to License Agreement (“Second Amendment”) made and executed this 3rd day of January 2022, 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 had 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 amended the License Agreement by First Amendment to License dated January 19, 2021 to formally extend the License Term for one - three hundred sixty (360) day period, retroactive to September 16, 2020 and terminating at 11:59 PM on September 11, 2021.

WHEREAS, the Parties desire to further extend the Term of the License Agreement for five (5) years with one (1) renewal term option of five (5) years and set a license fee in the amount of Four Thousand Dollars (\$4,000.00) per month.

WHEREAS, the Montgomery County Council approved the terms of this Second Amendment under Resolution 19-943, adopted July 13, 2021, as a disposition of real property under Montgomery County Code, Sec. 11B-45.

WHEREAS, the original License Agreement, together with the First Amendment to License and this Second Amendment shall collectively be referred to as the License Agreement.

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 Second 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 of this Second Amendment shall be five (5) years, commencing September 16, 2021 (the “Effective Date”) and terminating September 15, 2026 (the “Second Renewal Term”), unless earlier terminated as provided in the License Agreement. Subject to the terms, conditions and limitations contained in the License Agreement, including, without limitation, that no default of the License shall have occurred and be continuing beyond any applicable cure period, there shall be one (1) option to extend the Second Renewal Term of the License for an additional five (5) year period (“Third Renewal Term”) upon the mutual consent of the parties. The Licensee agrees to provide written notice to the County of its intent to exercise the renewal option not less than six (6) months prior to the expiration of the Second Renewal Term. All of the terms, conditions and covenants in the License Agreement shall apply during each Renewal Term.”

3. Ratification of License. This Second Amendment to License Agreement is incorporated into the License Agreement and shall be deemed a part thereof, and except as amended by this Second Amendment to License Agreement, all of the terms and conditions of the License Agreement shall be and hereby remain in full force and effect.

[Balance of page intentionally left blank. Signatures on following page.]


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

**WITNESS:**



**COUNTY:**

MONTGOMERY COUNTY, MARYLAND

By: 

Name: Fariba Kassiri

Title: Deputy Chief Administrative Officer

Date: 1/3/2022

**WITNESS:**

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**LICENSEE**

MONTGOMERY COUNTY COALITION  
FOR THE HOMELESS, INC.


By: 

Name: Susie Sinclair-Smith

Title: CEO

Date: 12/28/2021

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

By:   
Neal Anker  
Associate County Attorney

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

Date: 12/29/2021

Date: 12/29/2021