## ADDENDUM TO CONTRACT BETWEEN MICHAEL AND MELANIE DODD AND JOHN LYNCH 12 BAXTER FARM ROAD HARDING TOWNSHIP, NJ 07976

- 1. Paragraph 1 delete and replace with following: The Tenant shall pay the rent to John Lynch, 5 Oak Knoll Road, Mendham, New Jersey 07945 on the first (1<sup>st</sup>) day of each month, but in no event later than the fifth (5<sup>th</sup>) day of each month to avoid a late payment penalty.
- 2. Add: The term of lease if for one (1) year commencing on June 28, 2010 and expiring on June 30, 2011. The rent for the year of this Lease is \$68,400, to be paid as follows: \$5,700.00 per month which is due on the first (1<sup>st</sup>) day of each month. The first month rent of rent at \$5,700.00 and the three (3) days of rent for June 28 June 30, 2010 of \$570.00 as well as the security deposit is due upon execution of the Lease Agreement. The next regular schedule monthly rent payment will be due on the 1<sup>st</sup> of August, 2010. Rent shall be payable to John Lynch, 5 Oak Knoll Road, Mendham, New Jersey 07945 or as otherwise directed in writing by the Landlord.
- 3. Add: The Tenant is responsible for Gas, Electric, Water, Heat, General Trash Disposal, Lawn and Snow Maintenance and the maintenance fee of approximately \$550.00 for private road maintenance per year.
- 4. Add: Late Payment Penalty: If the Tenant does not pay by the 5<sup>th</sup> day of the month, the Tenant shall pay a late charge of \$100.00 until the rent is received by the landlord or the landlord's agent.
- 5. Paragraph 4 add: The security deposit shall be in held by the landlords' attorney, Lynne U. Mulcahy, Esq. Please have security check made payable to Lynne U. Mulcahy, Esq. Attorney Trust Account and forward with a W-9.
- Property to prospective buyers commencing on April 1, 2011. At the end of the lease period, if the Landlord has not entered into a signed contract for the sale of the Property, then Landlord may at his option, by written notification to Tenant, offer to renew the Lease. The renewal lease may contain reasonable changes including the Term of the Lease. Tenant shall have ten (10) days to give written notice to Landlord of Tenant's decision to renew the Lease on its new terms. If the Tenant fails to properly notify the Landlord of the Tenant's acceptance, it will be considered a rejection. If the Tenant does not accept the changes, the Tenant must vacate the House when the current Term ends.

8. Paragraph 29 delete and replace with following: Should Tenant and Landlord enter into a contract of sale for the House and/or property on which the House is located within one (1) year from the commencement of this Lease, Coldwell Banker will be entitled to a commission of five (5%) percent of selling price at time of closing.

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- 9. Add: The Tenant's insurance policy must include liability coverage, and name Landlord as insured.
- 10. Add: In case of conflicts between the lease and this addendum, this addendum shall control followed by the lease.

The Landlord and Tenant agree to this Addendum to the Contract between them, dated June 17, 2010.

Witness	John Lynch, Landlord
	Michael Dodd, Tenant
	Melanie Dodd, Tenant