

SECOND AMENDMENT TO 2018 AMENDED AND  
RESTATED LEASE AGREEMENT

This Second Amendment to the Amended and Restated Lease Agreement (the "Second Amendment") is entered into this 30th day of June 2023 between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic and a political subdivision of the State of Maryland (the "COUNTY") and GERMANTOWN CULTURAL ARTS CENTER, INC. d/b/a BlackRock Center for the Arts, a non-stock corporation organized under the laws of the State of Maryland ("Blackrock"), (the County and Blackrock together the "Parties" and each individually a "Party").

RECITALS

WHEREAS, The County entered into an Amended and Restated Lease Agreement, dated November 28, 2018 ("2018 Amended Restated Lease Agreement ") for improved property located in Germantown in Montgomery County, Maryland consisting of approximately 1.57 acres of land designated as Parcel N395 on Tax Map EU42 (the "Property") and improved with a building known as the BlackRock Center for the Arts, located at 19830 Century Boulevard, Germantown, MD 20874 ("Building") and with a mailing address of 12901 Town Commons Drive, Germantown, MD 20874.

WHEREAS, The 2018 Amended Restated Lease Agreement superseded and replaced entirely the lease entered by the Parties dated August 8, 2003 as amended by that certain First Amendment to Lease Agreement dated October 31, 2011 and as further amended by that certain Second Amendment to Lease Agreement effective as of August 3, 2017 (the "Original Lease Agreement") whereby Blackrock leased the Property and the Building from the County.

WHEREAS, Effective 3, 2020, the First Amendment to the 2018 Amended Restated Lease Agreement, and in order to compensate for the financial difficulties arising out of the Covid 19 pandemic, the County agreed to waive the obligations of Blackrock to pay its Escrow Account Contribution, as set forth in Section 7(b) of the 2018 Amended Restated Lease Agreement, in addition to 1.0% of the funds raised through Blackrock's Vision Campaign. The 2018 Amended Restated Lease Agreement and First Amendment to the 2018 Amended Restated Lease are collectively, defined herein, as the "2018 Amended Restated Lease Agreement".

WHEREAS, the Parties intend to further amend the 2018 Amended and Restated Lease Agreement to compensate for the ongoing financial difficulties arising out of the Covid 19 pandemic for fiscal years 2021 and 2022 in accordance with the terms and conditions set forth in this Second Amendment to the 2018 Amended and Restated Lease Agreement.

NOW THEREFORE, in consideration of the above recitals, and of

the mutual promises made by the Parties in this Second Amendment to 2018 Amended and Restated Lease Agreement, under certain and conditions, the County and Blackrock agree to the following:

1. All defined terms herein shall have the same meanings as in the 2018 Amended and Restated Lease Agreement.
2. In section 7(b) of the 2018 Amended and Restated Lease Agreement, the obligation for Blackrock to pay Escrow Account Contributions is waived for the fiscal year effective July 1, 2020 and ending on June 30, 2021 (FY21) and for the fiscal year effective July 1, 2021 and ending June 30, 2022 (FY22). This . Operational Revenue for each fiscal year (minimum \$15,000) and (ii) 1.0% of the funds raised through BLACKROCK's Vision Campaign.
3. Because BLACKROCK was unable to kick off the Vision Campaign due to the Covid 19 pandemic, the 1% Supplemental Contribution from the Vision Fund required in FY2019 and FY2020 will be rescheduled to the first and second years when BLACKROCK can successfully begin and sustain the campaign.
4. A revised Schedule I to Exhibit G is attached hereto and replaces the original Schedule I to Exhibit G attached to the 2018 Amended and Restated Lease Agreement.
5. All other terms and conditions of the 2018 Amended and Restated Lease Agreement remain unchanged and in full force and effect.

Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to 2018 Amended and Restated Amendment to Lease on the date first written above.

WITNESS ATTEST:

MONTGOMERY COUNTY, MARYLAND

By: Adrianne Conner

By: Fariba Kassiri  
Name: Fariba Kassiri  
Title: Deputy Chief Administrative Officer

Date: 12/15/22

WITNESS ATTEST:

GERMANTOWN CULTURAL ARTS  
CENTER, INC.

By: \_\_\_\_\_

By: Stacey T. Ormsby  
Stacey Terry Ormsby Chair, Board of Trustees

Date: June 30, 2023

Approved as to Form & Legality  
by the Office of the County Attorney

Recommended by:

By: Neal Anker  
Neal Anker  
County Attorney Associate

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

Date: 11/28/2022

Date: 11/23/22

Amended Schedule I to Exhibit G of the 2018 Amended and Restated Lease Agreement

Escrow Account Balance (on or about \_\_\_\_ 1, 2022) and Future Payment Schedule

<b>Fiscal Year</b>	<b>Existing Escrow Account Amount</b>	<b>Replenishment Contribution {Due June 30 of FY}</b>	<b>Remaining Base Rent Contribution</b>	<b>Supplemental Contribution</b>
FY 2019	\$60,000	\$11,200	\$7,500	2.5 % Gross Operational Revenue (minimum \$15,000) plus 1.0% of Vision Campaign funds raised*
FY 2020		\$0**	\$0**	0.0 % Gross Operational Revenue (\$0)** plus 1.0% of Vision Campaign funds raised*
FY2021		\$0	\$0	0 % Gross Operational Revenue
FY2022		\$0	\$0	0 % Gross Operational Revenue
FY2023		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY2024		\$11,200	\$7,500	2.5% Gross Operational Revenue
FY2025		\$11,200	\$7,500	2.5% Gross Operational Revenue
FY2026		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY2027		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY2028		\$11,200	\$7,500	2.5 % Gross Operational Revenue

**TOTAL**

**\$67,200**

**\$45,000**

\* Supplemental Contribution of 1% of Vision Campaign funds raised will be delayed and become effective in years one and two of the actual implementation of the Vision Campaign

\*\*Waived