

EXECUTION VERSION

AMENDED AND RESTATED LEASE AGREEMENT

BETWEEN

MONTGOMERY COUNTY, MARYLAND (Landlord)

AND

GERMANTOWN CULTURAL ARTS CENTER, INC. (Tenant)

Dated: November 28, 2018

AMENDED AND RESTATED LEASE AGREEMENT

This AMENDED AND RESTATED LEASE AGREEMENT (the "Lease") is entered into this 28th day of November 2018 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 and having a determination letter from the Internal Revenue Service as to its status as an organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986 ("BLACKROCK"), (the COUNTY and BLACKROCK together the "Parties" and each individually a "Party").

RECITALS

1. The COUNTY is a political subdivision of the State of Maryland with home rule powers and governmental functions. One of the COUNTY'S governmental functions is to provide public recreation and cultural enhancement for the citizens of Montgomery County, Maryland.

2. The COUNTY owns certain improved property located in Germantown in Montgomery County, Maryland consisting of approximately 68,367 square feet or 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 and with a mailing address of 12901 Town Commons Drive, Germantown, MD 20874 as more particularly described in EXHIBIT A, which is attached and incorporated as if fully set forth in this Lease.

3. The Parties previously entered into a Lease Agreement 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 from the COUNTY.

4. The Parties intend to amend and restate the Original Lease Agreement in accordance with the terms set forth in this Lease, and in so doing this Lease shall supersede and replace the Original Lease Agreement in its entirety.

5. The Parties agree that the Property will continue to be used to support and further implement the COUNTY's governmental objective of providing recreation and cultural enhancement programs for its citizens. In furtherance of this objective, BLACKROCK will continue to use the Property to present and program fine arts exhibitions; live dance, musical, and theatrical performances; fine and performing arts classes and workshops and other educational programs; and uses incidental thereto, in furtherance of BLACKROCK's Mission Statement described in EXHIBIT C, which is attached and incorporated as if fully set forth in this Lease.

NOW THEREFORE, in consideration of the above recitals, and of the mutual promises made by the Parties in this Lease, the COUNTY agrees to lease the Property, including the

improvements located on the Property (the "Improvements") to BLACKROCK and BLACKROCK agrees to lease the Property and Improvements from the COUNTY, under the following terms and conditions.

1. DEFINITIONS

- a. *Annual Program Plan* means the annual program plan approved by the then current Board of Trustees of BLACKROCK, which annual program plan shall be consistent with BLACKROCK's Mission Statement.
- b. *Applicable Law* means any federal, state or local law, regulation, or permit applicable to the Property and Improvements, or the Parties. Applicable Law includes orders of courts or administrative agencies having jurisdiction over any of the Parties, this Lease, the Property or the Improvements.
- c. *Approval and Approved*, whenever required in this Lease, means the written approval by an authorized representative of the Party from whom approval is required. Unless it is expressly provided otherwise in this Lease, the Parties must not unreasonably withhold, condition, or delay any required approval. Approval by a Party does not relieve the other Party of any obligations that it has under this Lease or under Applicable Law.
- d. *BLACKROCK Center* means the Improvements, which are used as a facility to promote fine and performing arts in Montgomery County, Maryland.
- e. *BLACKROCK Services* means the programs and services to be provided by BLACKROCK as consideration for this Lease.
- f. *COUNTY* means Montgomery County, Maryland, a political subdivision of the State of Maryland, in its capacity as property owner and Party to this Lease. COUNTY does not mean Montgomery County, Maryland in its governmental capacity, in which it regulates, and/or issues licenses, permits or approvals and enforces the law.
- g. *County Executive* means the elected chief executive of Montgomery County, Maryland.
- h. *Escrow Account* means an account owned and maintained by BLACKROCK for the benefit of the Property in accordance with Article 7 of this Lease. The Escrow Account will be maintained at a financial institution that is located within the Metropolitan Washington, D.C. area and that maintains offices and branches in Montgomery County, Maryland, and that is approved by the COUNTY.
- i. *Fiscal Year* means the one-year period beginning July 1 of the applicable year through the next succeeding twelve (12) months expiring on June 30.
- j. *Lease Commencement Date* means July 1, 2018.
- k. *Leased Premises* means the Property and the Improvements.

l. *Notice* means any notice that is required to be given to or by either party to this Lease. Notices must be in writing from a person authorized to give the notice and must be given in accordance with the requirements of this Lease.

m. *Program* or *Programming* means any planned public or private event occurring at, or in connection with the Property.

2. INCORPORATION OF RECITALS AND DEFINITIONS

The Recitals and Definitions are incorporated into and made part of this Lease

3. PROPERTY AND EQUIPMENT

In addition to the Leased Premises, by virtue of this Lease, the COUNTY leases certain personal property and equipment to BLACKROCK as provided in EXHIBIT D.

4. TERM

Unless earlier terminated in accordance with terms of this Lease, the Initial Term of this Lease will commence on July 1, 2018, and will expire on June 30, 2028 unless extended pursuant to the renewal provisions of Article 5 below ("Initial Term").

5. RENEWAL

Provided that this Lease has not already been terminated, then, upon conclusion of the Initial Term or any Renewal Term this Lease will be renewed automatically for an additional term or an additional renewal term, as the case may be, of ten (10) years (each additional ten year term a "Renewal Term"), provided that BLACKROCK gives the COUNTY written notice of BLACKROCK's intention to renew the Lease for a Renewal Term or an additional Renewal Term not less than nine (9) months before the expiration of the term then in effect. Notwithstanding the foregoing, this Lease must not be renewed if BLACKROCK is in default of any of the provisions of this Lease. Each Renewal Term must be granted separately at the end of the preceding Initial or Renewal Term as provided in this Lease. The Parties may agree to provide for additional Renewal Terms, but in no event will the COUNTY grant to BLACKROCK more than a total of four (4) renewal terms of not more than ten (10) years each, totaling forty (40) years.

6. CONSIDERATION

a. **Base Rent.** In consideration of the rights and obligations provided for in this Lease, BLACKROCK will be required to pay the sum of ONE DOLLAR (\$1.00) per annum in Rent for the use of the Leased Premises (the "Base Rent").

b. **Additional Rent.** Other than the Base Rent, BLACKROCK shall pay to the COUNTY as "Additional Rent" sums due to the COUNTY for the COUNTY's payment of taxes or removal of liens on BLACKROCK's behalf in accordance with the terms of Articles 19 and 20 of this Lease. Any Additional Rent payable to the COUNTY must be paid by BLACKROCK within thirty (30) days after the COUNTY

sends BLACKROCK written notice that such sums are due under the Lease. The COUNTY will provide BLACKROCK with sufficient information to explain the basis for charging the Additional Rent.

7. ESCROW ACCOUNT

- a. **Purpose of the Escrow Account.** The Escrow Account currently owned and maintained by BLACKROCK shall be used for performing capital repairs, maintenance, and replacements to the Property. Potential Escrow Account uses include, but are not limited to, the examples provided in EXHIBIT G.
- b. **Funding of the Escrow Account.** As of the Lease Commencement Date, the balance of the Escrow Account is \$120,000. Upon execution of this Lease, the sum of \$60,000 will be released from the Escrow Account and such release is hereby authorized for application to meeting BLACKROCK's responsibilities to perform certain capital upgrades, repairs, and replacements of artistic equipment, examples of which are set forth in Exhibit E-1. Beginning during the fiscal year commencing July 1, 2019, BLACKROCK will contribute to the Escrow Account annually (1) a fixed amount of \$18,700 payable not later than the last business day of the fiscal year composed of (a) \$11,200 (the "Replenishment Contribution") and (b) \$7,500 (together the "Base Contribution") and (2) a "Supplemental Contribution" composed of (i) 2.5% of BLACKROCK's Gross Operational Revenue for each fiscal year and (ii) 1.0% of the funds raised through BLACKROCK's Vision Campaign (as defined below). The Supplemental Contribution, together with the Base Contribution shall hereinafter be referred to as the "Escrow Account Contributions".

"Gross Operational Revenue" shall be the total annual amount BLACKROCK earns as a result of ticket sales, facility rental income and gallery income, educational and summer camp programs, tuition and concession sales. Gross Operational Revenue expressly excludes the following: grants from foundations or any other charitable organization; individual donations; awards; and funding from any federal, state, or local governmental entity. The Supplemental Contribution based on Gross Operational Revenue shall be paid in arrears within ten business days of BLACKROCK's Board of Trustees' acceptance of the annual audit for the fiscal year. The minimum contribution from the percentage of BLACKROCK's Gross Operational Revenue shall be \$15,000 per year.

The "Vision Campaign" is a special fundraising campaign focused on BLACKROCK's long term needs and development. The Vision Campaign is being planned as of the date of this Lease, and is expected to be an active fundraising effort for approximately three years.

- c. **Escrow Account, Advanced Funds, and Retained Balance.** On the date of the Second Amendment to the Original Lease Agreement (August 3, 2017), the Escrow Account had a balance of \$320,000 (the "August 2017 Balance"). Pursuant to that Second Amendment to the Original Lease Agreement, the COUNTY allowed BLACKROCK to use up to \$200,000 from the Escrow Account as operating funds

(the "Advanced Funds") provided that such advance would be reimbursed at a later date, and required that the remainder of the August 2017 Balance remain in the Escrow Account (the "Retained Balance"), i.e. \$120,000. The parties now hereby set forth their treatment of the August 2017 Balance, including the Advanced Funds and the Retained Balance, as follows:

- i. Upon execution of this Lease, BLACKROCK may transfer 50% of the Retained Balance out of the Escrow Account and into any other bank account owned by BLACKROCK, and such transferred funds shall no longer be part of the escrowed funds, but shall be used for BLACKROCK's repair and replacement of certain artistic equipment, examples of which are set forth in Exhibit E-1. The remaining 50% of the Retained Balance (i.e. \$60,000) shall remain in the Escrow Account.
 - ii. 50% of the Advanced Funds released to BLACKROCK as discretionary operational funds (i.e. \$100,000) shall not be reimbursed into the Escrow Account by BLACKROCK, and the remaining 50% of the Advanced Funds (i.e. \$100,000) shall be deemed to be reimbursed on the date at which BLACKROCK has made Replenishment Contributions totaling \$100,000.
- d. **Disbursement from the Escrow Account.** Future disbursements from the Escrow Account shall be coordinated through the Montgomery County Department of General Services' Office of Real Estate. When either Party believes the Escrow Account should be used to make a capital repair or replacement, or maintenance related to a capital item, a written request will be submitted to the Office of Real Estate for approval. The Office of Real Estate will coordinate with subject matter experts within the COUNTY to either approve or disapprove the request, in writing, within forty-five (45) calendar days, or more expeditiously in an emergency situation. If the request is approved and work is carried out, upon completion of the work, an invoice shall be submitted to the Office of Real Estate for approval. The Office of Real Estate will submit the approved invoice to BLACKROCK for payment from the Escrow Account within fifteen (15) working days. BLACKROCK will pay the invoice within thirty (30) working days. BLACKROCK shall provide an annual statement of the balance of the Escrow Account to the COUNTY at the end of each fiscal year.
- e. **Remaining Funds.** If any funds remain in the Escrow Account upon the termination of this Lease, they will be first spent on any programmed or anticipated capital repairs to the Leased Premises. If there are no programmed or anticipated capital repairs, the Escrow Account, including interest earned, will be distributed as follows: first, to pay expenses related to the Leased Premises and the termination of BLACKROCK's tenancy; second, to reimburse the COUNTY any outstanding amounts it may have loaned to BLACKROCK, including deferred Escrow Account contributions, Base Rent or Additional Rent; and third, the remaining funds to the COUNTY for future expenses of the Escrow Account as provided above.

8. ARTISTIC RESERVE

- a. **Purpose of the Artistic Reserve.** As of the date of this Lease, BLACKROCK will establish and maintain an artistic reserve that will enable BLACKROCK to perform the maintenance, repairs and replacements for the furniture, fixtures, and equipment related to the utilization of the Leased Premises for BLACKROCK's artistic programs. Potential uses of the Artistic Reserve funds, subject to Article 8(c), shall include, but not be limited to, the examples provided in Exhibit E-1.
- b. **Funding of the Artistic Reserve.** The Artistic Reserve shall be funded from the following sources:
 - i. BLACKROCK's 50% share of the Retained Balance apportioned to it pursuant to Article 7(c) above;
 - ii. Future contributions to be solicited by BLACKROCK from donors and supporters; and
 - iii. Allocations from BLACKROCK's Vision Campaign.
- c. **Disbursements from the Artistic Reserve.** Management and disbursements of the Artistic Reserve shall be made in BLACKROCK's sole reasonable discretion, provided however that the portion of the Artistic Reserve funded from BLACKROCK's 50% share of the Retained Balance shall be used for capital upgrades, repairs, and replacements in accordance with the examples set forth in Exhibit E-1.
- d. **Remaining Funds.** If any funds remain in the Artistic Reserve upon termination of the Lease, including all Renewal Terms, those funds shall be disbursed to the COUNTY, and they will be first spent on any programmed or anticipated capital repairs to the Leased Premises. If there are no programmed or anticipated capital repairs, the Artistic Reserve including interest earned, will be distributed as follows: first, to pay expenses related to the Leased Premises and the termination of BLACKROCK's tenancy; second, to reimburse the COUNTY any outstanding amounts it may have loaned to BLACKROCK, including deferred Escrow Account contributions, Base Rent or Additional Rent; and third, the remaining funds to the COUNTY for future expenses of the Escrow Account as provided above.

9. RECORDS AND REPORTING

- a. **Books and Records.** BLACKROCK shall maintain and keep, or shall cause to be maintained and kept at the Leased Premises, or at such other location as shall be approved by the COUNTY, full and accurate books of account and records (including copies of supporting bills and invoices) in accordance with generally accepted accounting principles ("GAAP"), that correctly and accurately reflect the fiscal operation of the Leased Premises and other financial information related to the Leased Premises and of all business conducted or transacted in, upon, from, or relating to the Leased Premises (the "Books and Records"). BLACKROCK must

make the Books and Records available to the COUNTY upon reasonable request by the COUNTY. BLACKROCK shall retain and maintain the Books and Records for no less than five (5) years after the end of the Fiscal Year for which they were prepared. At the COUNTY's option and expense, it may have an audit of the Books and Records prepared at any time. BLACKROCK must make the Books and Records available to the COUNTY or the COUNTY's designee for that purpose.

- b. **Annual Financial Statements.** For each year the Lease is effective, BLACKROCK shall provide the COUNTY with BLACKROCK's audited annual financial statements prepared in accordance with GAAP for all financial information related to the Leased Premises and for all business conducted or transacted in, upon, from, or relating to the Leased Premises during the preceding Fiscal Year not later than thirty (30) days after BLACKROCK's receipt of complete audited financial statements from its auditors. BLACKROCK will take commercially reasonable efforts to complete the audit by September 30th of each year.
- c. **Annual Report.** As a further condition of limiting BLACKROCK's payment obligations to the COUNTY to the Base Rent, BLACKROCK shall submit an Annual Report to the County Executive summarizing the fulfillment of BLACKROCK'S mission during the preceding year that describes for example: (1) the numbers and types of performances, classes, exhibitions, and events sponsored by BLACKROCK at the Property; (2) BLACKROCK's fundraising efforts and accomplishments; and (3) BLACKROCK's events and activities involving the community, or other community events utilizing BLACKROCK facilities. BLACKROCK will take reasonably diligent efforts to submit the Annual Report to the County Executive thirty (30) days after receiving the audited financial statements for the preceding Fiscal Year. BLACKROCK's Mission Statement shall not be modified except by the authorization of BLACKROCK's Board of Trustees.

10. BOARD REPRESENTATION

- a. During the Initial Term and any Renewal Term(s), the COUNTY EXECUTIVE will designate two (2) voting members to serve on BLACKROCK's Board of Trustees. The COUNTY's voting members may be COUNTY employees.
- b. During the Initial Term and any Renewal Terms, the COUNTY EXECUTIVE will designate one (1) of the two voting members described in Article 10(a) to serve on BLACKROCK's Finance Committee. The COUNTY's representative on the Finance Committee may be a COUNTY employee. The duties of the Finance Committee will include but not be limited to establishing and monitoring the Escrow Account, overseeing BLACKROCK's financial management, and collaborating with the BLACKROCK Treasurer who shall be an ex-officio member of the Finance Committee.
- c. BLACKROCK's Board of Trustees will elect such designees to the Board of Trustees and the Finance Committee at its next regularly scheduled meeting following the COUNTY EXECUTIVE's designation.

11. NAMING RIGHTS

BLACKROCK shall have the right to sell or lease naming rights as part of its fundraising efforts with prior approval by the COUNTY which will be conditioned upon the approval of the COUNTY's bond counsel. This provision will be coterminous with the Initial Term and any Renewal Term(s), and is transferable to any non-profit successor except Montgomery County, Maryland. In addition to the requirements of Article 59-6, Division 6.7 of the Montgomery County Zoning Ordinance (2014), as amended, all signs for the BLACKROCK Center are subject to Article 26(d) of this Lease.

12. USE OF THE LEASED PREMISES

It is understood and agreed by the Parties that the use of the Leased Premises is for provision of the BLACKROCK Services by BLACKROCK. BLACKROCK agrees to use, occupy and continuously operate the Leased Premises solely for the purposes set forth in this Article. The Leased Premises may not be used in any manner or for any purpose that is in violation of Applicable Law. The use of the Leased Premises is limited to the following only:

- a. The exhibition, transmission, and production of live performances, music productions and other performing arts;
- b. The exhibition of visual arts works;
- c. Classroom instruction in the fine or performing arts and related studio and stage use;
- d. The hosting of social functions, business meetings and other revenue producing events and functions including, but not limited to:
 - i. Educational programs and classes relating to the performing, visual or literary arts;
 - ii. Community outreach programs specifically related to the arts;
 - iii. Leasing of the Leased Premises for community events including, but not limited to, weddings, bar mitzvahs, receptions, and similar activities and celebrations, so long as adequate security is obtained to protect the Property against casualty or injury;
 - iv. Other similar for hire social events, activities and purposes specifically related to the BLACKROCK Mission Statement, including teas, receptions, and lectures;
- e. Retail sales of merchandise related to BLACKROCK's Mission Statement, BLACKROCK productions or performances at BLACKROCK, including but not limited to the sale of production memorabilia, apparel and promotional merchandise, the sale of books, posters, prints, original art work, and jewelry, related to live performance or fine arts or music productions and/or rental of prerecorded audio and/or video products, audio and/or video software, CD Interactive and CD ROM

Systems, and entertainment and other software related to live performances at the Property, visual or performing arts or music productions, provided that BLACKROCK must not sell any COUNTY property or sell any other merchandise at the Property other than merchandise that depicts or represents fine or performance art of the type and nature exhibited or performed at the BlackRock Center;

- f. Fundraising activities related to the BLACKROCK programs in connection with its chartered purpose and the Mission Statement; and
- g. Any and all other reasonable purposes ancillary to and supporting the BLACKROCK Mission Statement, including but not limited to:
 - i. the establishment of office space, classrooms, exhibition halls, displays, studios, practice and performance stage;
 - ii. the creation and maintenance of exhibits and displays;
 - iii. set construction and maintenance; and
 - iv. the operation of concession stands, including food and beverages, or supporting areas, subordinate to and supporting the provision of BLACKROCK Services.

13. INDEMNIFICATION FOR ARTISTIC CONTENT

The COUNTY acknowledges and agrees that it will have no approval rights with respect to the artistic content of the exhibitions and performances and other Programs at the Leased Premises. BLACKROCK shall be solely responsible for, and shall indemnify and hold the COUNTY harmless from and against any and all claims, liabilities, demands, suits, cause or causes of actions, judgments, obligations, fines, penalties, costs and expenses and reasonable attorneys' fees suffered or incurred by the COUNTY in any way connected to any claims, suits or proceedings brought against the COUNTY based on the artistic content of the use of the Leased Premises by BLACKROCK or anyone permitted by BLACKROCK to use the Leased Premises. This indemnification shall also apply to any claims of direct or indirect infringement of any intellectual property rights or claims. This indemnification shall survive the expiration or termination of the Lease.

14. PARKING

BLACKROCK will have the use, and will control the maintenance, management, and operation of all parking facilities provided on the Property.

15. CONTROLLED ACCESS AND SHARED FACILITIES

- a. **Security.** BLACKROCK acknowledges that the COUNTY does not provide personnel for controlling access to Leased Premises or any other security services. BLACKROCK will contact COUNTY Police or fire and rescue as appropriate in emergency situations and when security is required. BLACKROCK will make its

own arrangements for whatever security it desires (if any) that is beyond the alarm system existing at BLACKROCK Center. BLACKROCK assumes and shall hold the COUNTY harmless for all liability and responsibility for any theft of or damage to any works of art, exhibits, materials, musical instruments and all property of any kind brought to the Property by any of BLACKROCK's employees, guests, vendors, invitees, licensees, agents, representatives, contractors, subcontractors, and all others (other than the COUNTY, its employees or agents).

- b. **Keys and Access Cards.** BLACKROCK acknowledges possession of keys and access cards to the BlackRock Center. The COUNTY will retain its own set(s) of keys and access cards to BlackRock Center, but will not enter the non-public areas of the Leased Premises, other than for provision of COUNTY Services described in this Lease, without reasonable advance notice to BLACKROCK (which, in any case, must, where reasonably practical, be provided in a manner that minimizes interference with any Programming). BLACKROCK will not change the locks to any improvements located on the Property unless BLACKROCK first provides advance written notice to the COUNTY. BLACKROCK must provide the COUNTY with a duplicate set of all keys for any such changed locks on the Property.
- c. **County Use.** BLACKROCK agrees to provide access to the Property to the COUNTY as preapproved through the County Executive's Office rent free up to four (4) times per year for the COUNTY to use to conduct awards programs and other special governmental functions that are not incompatible with the purposes of a first-class, community-based fine and performing arts center provided that the COUNTY will pay all costs associated with staffing and cleaning the Property for and after the COUNTY'S use and any use of BLACKROCK's staff. The COUNTY agrees to request the use of the Property not later than sixty (60) days prior to the COUNTY's planned activity. The COUNTY acknowledges that any such activity will not be permitted at a time when it would interfere with the Programming and business functions already scheduled by BLACKROCK. Other uses by County entities such as Montgomery County Public Schools and County Council are not included in the COUNTY use unless approved through the County Executive's Office.

16. OPERATING RESTRICTIONS

Throughout the Initial Term and any Renewal Term(s), BLACKROCK covenants and agrees to:

- a. Pay when and as due the Base Rent and Additional Rent and all license fees, permit fees and charges of a similar nature for the conduct by BLACKROCK of any business or undertaking authorized in this Lease to be conducted at the Leased Premises;
- b. Not permit the accumulation of any rubbish or garbage in, on or about the Property except in areas designated by the COUNTY for such use;

- c. Not use the plumbing facilities for any purpose other than that for which they were constructed, and not use them for disposal of any toxic, abrasive, corrosive, or foreign substances;
- d. Comply in all material respects with all Applicable Laws;
- e. Not paint or permanently decorate any part of the interior or exterior of the Property without first obtaining the COUNTY's prior Approval;
- f. Not use the Property in a manner that exceeds prescribed power usage;
- g. Not install any fixtures, equipment or machinery in the Improvements that will place a load upon the floors or walls exceeding the respective floor or wall load per square foot area which such area was designed to carry. BLACKROCK must promptly repair, at its sole cost and expense, all damage done to the Property by BLACKROCK (or someone acting on behalf of or through, BLACKROCK) taking in or removing any other furnishings, equipment, furnishings, sets or scenery, or due to such equipment being improperly installed or utilized on the Property.

17. COUNTY SERVICES

The COUNTY agrees that it will provide, at its sole cost and expense, all utilities inclusive of water, sewer, gas and electrical services but excluding telephone and internet services; and certain maintenance, replacement (as applicable) and repair services at the Leased Premises to maintain the Leased Premises in good order and condition of repair and safety, and otherwise at a level similar to that provided at other County owned or operated arts facilities and consistent with examples set forth in EXHIBIT F attached to this Lease and incorporated as if fully set forth. BLACKROCK must make the Property available to the COUNTY when necessary and for such period as necessary for the proper performance of maintenance and repair work. The Parties must coordinate the scheduling of necessary maintenance and repair work to minimize (to the extent commercially reasonable) interference with Programs. BLACKROCK acknowledges that there may be times when emergency repairs are required and Programs may need to be adjusted or rescheduled to allow for such emergency and other required repairs. Responsibility for any needed services on the Leased Premises not explicitly mentioned as County Services in EXHIBIT F or BLACKROCK Services in EXHIBIT E-2 and Article 18 below shall be negotiated between the Parties as the need arises.

18. BLACKROCK SERVICES

BLACKROCK must provide any necessary maintenance, repair and replacement services for items related to BLACKROCK's artistic functions consistent with the examples listed in EXHIBIT E-2, except as otherwise set forth in this Lease. BLACKROCK is responsible for setting up for, and cleaning up after its Programs. BLACKROCK must arrange and pay for activation and usage of telephone and Internet services if it desires.

19. TAXES

Any sales, entertainment, business, income, personal, or other taxes imposed as a consequence of the occupancy or use of, or activities on, the Property by BLACKROCK, or anyone acting on behalf of or through BLACKROCK, shall be promptly paid when due by BLACKROCK. BLACKROCK must pay such taxes as they become due and payable during the Initial Term or any Renewal Term, and before the assessment of any fine, penalty, interest or other charge for the nonpayment or untimely payment. BLACKROCK may directly receive notices of taxes and directly pay all taxes. BLACKROCK shall furnish to the COUNTY, copies of tax bills and official receipts of the proper governmental authorities or other proof reasonably satisfactory to the COUNTY, evidencing the full payment of all taxes paid by BLACKROCK. BLACKROCK may pay taxes in installments, if permitted by the taxing authority to do so, and will promptly and timely pay all fines, penalty, interest or other charge associated with installment payments. BLACKROCK is entitled to any rebate of any taxes paid by BLACKROCK. If BLACKROCK fails to make payment of any tax required to be paid, then the COUNTY may (unless BLACKROCK is contesting such payment in good faith), at the COUNTY's option, pay any taxes and penalty when due, and BLACKROCK must pay the amount of such taxes and all late charges, penalties, and interest to the COUNTY as Additional Rent not later than 30 days after written demand for payment from the COUNTY. The COUNTY is under no obligation to pay any tax assessment or liability incurred by BLACKROCK, and may opt to treat untimely tax payments as a breach of this Lease.

20. LIENS, CLAIMS OR ENCUMBRANCES

- a. Subject to the terms of subsection (b) below, BLACKROCK must not allow any mechanic's, materialmen's or any other liens, charges, claims and encumbrances caused or created by BLACKROCK or anyone claiming through or under BLACKROCK to be filed or recorded against the Property.
- b. If any lien, charge, claim, or encumbrance is filed or recorded against the Property for work performed by or for BLACKROCK, BLACKROCK must cause the same to be discharged of record within thirty (30) days after the date of filing of the same, or, if BLACKROCK determines to contest any such lien, charge, claim, or encumbrance, BLACKROCK must provide the COUNTY with security acceptable to the COUNTY in the amount of the claim, plus costs, penalties, and interest not later than thirty (30) days after the date of the filing of the lien. BLACKROCK must immediately discharge any final judgment of any court of competent jurisdiction, including any appeal rights, determining the validity and/or amount of any such lien.
- c. If BLACKROCK fails to discharge any lien, charge, claim or encumbrance against the Property in accordance with subsection (b) above, the COUNTY may make any payments to discharge the same or record (unless BLACKROCK is contesting such lien, charge, claim, or encumbrance in good faith). BLACKROCK must pay the amount of said discharge of record to the COUNTY as Additional Rent not later than 30 days after written demand for payment from the COUNTY. The COUNTY is

under no obligation to discharge any lien, charge, claim or encumbrance on behalf of BLACKROCK.

- d. Failure by BLACKROCK to make any payment required under this Article is a material breach of this Lease.

21. CAPITAL IMPROVEMENTS AND ALTERATIONS

- a. BLACKROCK must not undertake any alterations, changes, improvements or additions to the Property without the prior written approval of the COUNTY, which the COUNTY may exercise in its sole and absolute discretion. The COUNTY's failure to respond within forty-five (45) calendar days to a properly submitted request under this Article will be deemed to be disapproval of the request. If the COUNTY approves any alterations, charges, improvements, or additions to the Property, then BLACKROCK must comply with all Applicable Laws and any restrictions on the use of the Property and must obtain all necessary permits for any alteration, change, improvement, or addition. BLACKROCK must make any Approved alteration, change, improvement, or addition requested by it in accordance with the Approved construction drawings and specifications.
- b. (b) BLACKROCK must submit to the COUNTY a full set of construction plans and specifications clearly setting forth the work proposed to be performed, along with an electronic copy of such plans and specifications. The COUNTY, in its capacity as the COUNTY and not in its regulatory capacity must respond in writing to the request for Approval within forty-five (45) calendar days from its receipt of the construction plans and specifications. In its capacity as COUNTY and not in its regulatory capacity, the COUNTY shall inspect the Property upon completion of the work to determine adherence to submitted specifications and compliance with applicable codes and regulations. In the event that the completed work is not reasonably satisfactory to the COUNTY, BLACKROCK must correct the work at the expense of BLACKROCK.

22. FURNITURE, FIXTURES AND EQUIPMENT

The furniture, fixtures and equipment listed on EXHIBIT D, attached to this Lease and incorporated as if fully set forth herein (the "FF&E"), are located on the Property and owned by the COUNTY. The FF&E is being leased to BLACKROCK as part of the Leased Premises to be used to further the goals stated in the Mission Statement. At the termination of this Lease for any reason, BLACKROCK must deliver the FF&E to the COUNTY in good, clean condition, reasonable wear and tear excepted based upon the present condition of the FF&E. BLACKROCK must maintain the COUNTY owned FF&E in accordance with manufacturer specifications in all material respects, and if available on the date of this Lease, must keep owner's manuals on site.

23. CONDITION OF LEASED PREMISES

BLACKROCK must maintain the Leased Premises in good order and condition at all times, consistent with a community fine and performing arts center

24. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE

a. **Insurance provided by BLACKROCK.** During the Initial Term of this Lease and any Renewal Term, BLACKROCK, at its expense, agrees to obtain and maintain insurance policies with the following coverages and provisions.

- i. A policy of general Commercial Liability insurance with a minimum limit of liability of Five Million and 00/100 Dollars (\$5,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) in the aggregate for bodily injury and property damage, including fire legal liability, premises and operations, independent contractors, personal injury and broad form property damage issued by an insurance company licensed in the State of Maryland;
- ii. A policy providing Workers Compensation Liability meeting all statutory requirements of the State of Maryland, and the following minimum Employers' Liability limits:
 1. Bodily Injury by Accident - \$100,000 per each accident
 2. Bodily Injury by Disease - \$500,000 policy limit
 3. Bodily Injury by Disease - \$100,000 per each employee
- iii. An All Risk Property policy covering 100% replacement cost or such coverage as the County may review and approve, for all fixtures, furniture and equipment owned by BLACKROCK at the Leased Premises. The policy shall also provide coverage for the contents and equipment of anyone using the Leased Premises under BLACKROCK. Under no circumstances will County be responsible for improvements or contents owned by BLACKROCK or any other party at the Leased Premises.
- iv. An All-Risks Property Policy including fire and extended coverage to protect the interest of BLACKROCK for owned business personal property and contents against loss caused by the perils insured in the amount of 100 percent of the cost of the insurable value on a replacement cost basis or other such coverage as the County may review and approve. The policy shall contain a maximum deductible of \$5,000 per occurrence.

The General Liability policy must name the COUNTY as an additional insured. All policies must provide the COUNTY with thirty (30) days advance notice of material amendment or cancellation. At least ten (10) days prior to the Commencement Date or its occupancy of the Leased Premises, whichever comes first, and annually upon renewal of the insurance policies BLACKROCK must deliver to the COUNTY a certificate(s) of insurance evidencing the foregoing insurance. The certificate of insurance must be issued

to Montgomery County, Maryland, c/o Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850.

- b. **Insurance provided by the COUNTY.** The COUNTY will insure the Property and the Improvements through the County's Self-insurance Program in an amount determined by the Program's managers to be sufficient to repair and replace the Improvements in the event of damage or destruction not caused in whole or in part by BLACKROCK, its employees, tenants, invitees, guests, contractors, performers, agents, and representatives. BLACKROCK must separately insure its own business personal property and contents. In the event of any damage to the Property, the Improvements, or the COUNTY's Property-related furniture, fixtures, or equipment, the COUNTY may, to the extent of available insurance proceeds, repair any elements of and replace any equipment on the Leased Premises that the COUNTY originally constructed. BLACKROCK shall be responsible for the repair or replacement of any portion of its business personal property located in/on the Leased Premises. In no event will the COUNTY be required to appropriate funds for repair or replacement of arts-related Improvements or furniture, fixtures, or equipment, or of any of BLACKROCK'S business personal property related to BLACKROCK's artistic purposes. The COUNTY may, in its sole and absolute discretion, terminate this Lease if the COUNTY determines that insufficient funds are available to repair any damage or destruction to the Property or the Improvements or that the Property or Improvements cannot be repaired or replaced within 90 days from the occurrence of the event or act causing the damage or destruction. BLACKROCK may request that the COUNTY defer action under this Article and permit BLACKROCK to repair or restore the Property or Improvements, so long as the Parties enter into a written agreement to provide for time limits for and the quality of the repairs and replacement, as well as any insurance payments to be applied to repair and replacement, and any abatement of BLACKROCK Services for all or part of the time that BLACKROCK is repairing or replacing the Property or Improvements. The COUNTY is under no obligation to grant BLACKROCK's request under this Article.

25. HOLD HARMLESS

BLACKROCK agrees to hold the COUNTY harmless from, and indemnify it from and against any and all claims, actions, damages, liability and expenses, including reasonable attorneys' fees and costs (collectively, "Claims"), in connection with breach of this Lease by BLACKROCK or arising out of the use of the Property by BLACKROCK, its employees, agents, licensees, invitees, licensees, concessionaires, contractors, subcontractors, representatives, and performers and artists, including but not limited to claims of loss of life, personal injury and/or damage to property arising from or out of any occurrence, occasioned wholly or in part by, and to the extent of, any act or omission of BLACKROCK, its employees, agents, licensees, invitees, licensees, concessionaires, contractors, subcontractors, representatives, and performers and artists with respect to the provision of BLACKROCK Services, obligations of BLACKROCK pursuant to this Lease, or the use of the Property by BLACKROCK and its employees, agents, licensees, invitees, licensees, concessionaires, contractors, subcontractors, representatives, and performers

and artists. BLACKROCK will not be liable for damage or injury caused solely by the willful misconduct, negligent acts or omissions of the COUNTY or its employees, agents contractors or subcontractors. BLACKROCK further agrees to hold the COUNTY harmless from any penalty, damage or charge incurred or imposed on the COUNTY due to violation of any law or ordinance by BLACKROCK, its employees, agents, licensees, invitees, concessionaires, contractors, subcontractors, representatives, and performers and artists in connection with their use of the Property and Improvements, including BLACKROCK's obligations pursuant to Articles 19 and 20. This indemnification includes, if requested, providing a defense for the COUNTY by counsel acceptable to the COUNTY, in the COUNTY's sole and absolute discretion, or paying the reasonable costs that the COUNTY incurs arising out of any suit or claim involving actions covered by the indemnification provided in this Article. The COUNTY will give BLACKROCK prompt notice of any claims or demands made upon it or of which it has knowledge.

26. RESPONSIBILITIES OF BLACKROCK

BLACKROCK covenants and agrees as follows:

- a. BLACKROCK must not strip, overload, damage or deface the Property or the FF&E. BLACKROCK must not commit or allow any waste to be committed in or upon the Property.
- b. BLACKROCK must not keep gasoline or other flammable material or any explosive within the Property which will increase the rate of fire insurance on such premises beyond the ordinary risk established for the BLACKROCK's typical operations. Any increase in the insurance rate due to actions of BLACKROCK in violation of the terms of this Lease must be paid by BLACKROCK. BLACKROCK must not willfully do any act or thing in or about the Property which may cause the cancellation or nullification of any insurance on the Property. BLACKROCK agrees to conform to all Applicable Laws, and all rules and regulations established from time to time by the COUNTY in its regulatory capacity, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.
- c. BLACKROCK must not use the Property for or allow the Property to be used for any illegal or unlawful purpose or for any activity that will constitute a legal nuisance to adjacent properties or the neighborhood.
- d. BLACKROCK must not place any placard, sign, lettering or awning upon the Property except in such place and manner (i) as is consistent with past practice, (ii) as described in EXHIBIT H attached hereto and made part hereof, or (iii) as shall have been first Approved by the COUNTY in its sole and absolute discretion and, in any case, in conformance with the provisions of Chapter 59-F of the Montgomery County Zoning Ordinance, as amended from time to time.
- e. BLACKROCK must provide adequate security and exercise reasonable control and oversight to preclude its employees, agents, licensees, invitees, licensees, concessionaires, contractors, subcontractors, subcontractors, representatives, and

performers and artists from misusing or damaging the Property. BLACKROCK is responsible for repairs necessitated by its invitees.

- f. BLACKROCK must comply with all reasonable rules and regulations for use of the Property that may be from time to time promulgated by the COUNTY, as referred to above, and provided in writing to BLACKROCK. Violation of the rules and regulations is a breach of this Lease unless the Parties agree that the rules and regulations prevent or unreasonably interfere with use of the Property for the purposes stated in Article 12.

27. DEFAULT

- a. BLACKROCK shall be in default of this Lease upon the occurrence of any of the following events (each, an "Event of Default")
 - i. BLACKROCK's failure to fund the Escrow Account as required by this Lease, which failure continues for ten (10) days after notice from the COUNTY specifying the failure to perform.
 - ii. BLACKROCK's failure to operate and maintain the BLACKROCK programs consistent with the Mission Statement, which failure continues for thirty (30) days (or such additional period as may reasonably be required to correct the defect using best efforts and due diligence) after notice from the COUNTY specifying the failure to perform;
 - iii. BLACKROCK's failure to maintain diligent membership outreach efforts or to maintain involvement of Germantown and surrounding communities, which failure continues for thirty (30) days (or such additional period as may reasonably be required to correct the defect using best efforts and due diligence) after notice from the COUNTY specifying the failure to perform;
 - iv. BLACKROCK's failure to perform any other term, covenant or condition of this Lease, which failure continues for thirty (30) days (or such additional period as may reasonably be required to correct the defect using best efforts and due diligence) after notice from the COUNTY specifying the failure to perform;
 - v. The commencement of any action or proceeding for the dissolution or liquidation of BLACKROCK, or for the appointment of a receiver or trustee of BLACKROCK's property, and the failure to discharge any such action within ninety (90) days after the action is commenced;
 - vi. The making of any assignment for the benefit of BLACKROCK's creditors;
 - vii. The abandonment of the Property by BLACKROCK. In this context, "abandonment" means the cessation of all or a significant part of the BLACKROCK Services during any 90 calendar day period in which the BLACKROCK Services could be performed but are not, unless the COUNTY

has excused performance in a writing executed by both Parties. The insolvency of BLACKROCK for any period of time is not an excuse for failing to provide the BLACKROCK Services; or

viii. BLACKROCK's loss of status as an organization qualified under Section 501 (c) (3) of the Internal Revenue Code of 1986.

- b. If an event described in subparagraph 27(a) occurs and BLACKROCK fails to cure the default event within any cure period expressly provided in this Lease as extended by consent of the COUNTY in consideration of progress made by BLACKROCK to cure the default using best efforts and due diligence, then after written notice from the COUNTY, at the sole option of the COUNTY, BLACKROCK's right of possession shall end (90) days after the Notice was provided and, after such period, the COUNTY may immediately recover possession of the Property without any further requirements. The COUNTY may also pursue any other legal or equitable remedies available to it under Maryland law.

28. EMINENT DOMAIN

If the Property or any part of the Property is taken in condemnation proceedings or acquired under threat of condemnation, BLACKROCK shall have no claim against the COUNTY and shall have no claim or right to any portion of the amount awarded as damages or paid as a result of any such taking. The full award for any taking belongs to the COUNTY. Upon such taking, the term of this Lease shall terminate and BLACKROCK shall have no claim for the value of any unexpired term of the Lease. Nothing in this Lease precludes BLACKROCK from claiming from the condemning authority any separate award to BLACKROCK for moving expenses or for loss of or damage to BLACKROCK's property or for damages for cessation or interruption of BLACKROCK's business.

29. ASSIGNMENT AND SUBLEASING

BLACKROCK must not assign this Lease, or sublease or transfer any right or interest in all or any part of the Property to any third party. Notwithstanding the foregoing, BLACKROCK may use the Leased Premises as permitted under Article 12 hereof and grant concessions or revocable licenses to third parties for certain activities that complement the BLACKROCK Services provided such uses are within the areas designated for such uses on the Approved plans for the Property, if applicable. No other assignment, license, concession, or sublease is permitted.

30. ACCESS

The COUNTY and its employees, agents, representatives, contractors and subcontractors may have access to the Property at all reasonable times, during normal working hours for the purpose of inspection, or in the event of fire or other property damage, or for the purpose of performing any work required to be performed by the COUNTY, or which the COUNTY considers necessary or desirable, or for any other purpose for the reasonable protection of the Property.

Subject to all of the provisions of this Lease, BLACKROCK shall have twenty-four (24) hour access to and exclusive possession of the Property.

31. SURRENDER OF POSSESSION

At the expiration or other termination of this Lease, BLACKROCK must remove all of its goods and effects from the Property. BLACKROCK must deliver to COUNTY the Leased Premises and all keys, access cards, locks and other fixtures therein, and the FF&E in clean and good repair, order and condition in all respects, reasonable wear and tear excepted based on the present condition thereof. BLACKROCK must repair or pay to repair any damage to the Property caused by removing its furnishings, equipment, signs, or other property from the Property.

32. HOLDOVER

BLACKROCK must not continue in possession of the Property after the termination of this Lease for any reason. In the event that BLACKROCK fails to vacate the Property as required, BLACKROCK will be considered to be a trespasser and be subject to ejectment from the Property.

33. NOTICE OF DEFECTS

BLACKROCK must give the COUNTY prompt notice of accidents in or damages to the Property.

34. COMPLIANCE WITH LAWS

BLACKROCK must promptly comply with and observe all Applicable Laws. Provided that BLACKROCK is complying with Applicable Laws, nothing contained herein shall preclude BLACKROCK from contesting the validity of any Applicable Laws.

35. BENEFIT AND BURDEN

All of the terms and provisions of this Lease shall inure to the benefit of and be binding upon the COUNTY and BLACKROCK or their respective successors or assigns.

36. DISPUTES

The COUNTY and BLACKROCK agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the Parties shall be decided by a court of competent jurisdiction located in Montgomery County, Maryland.

37. COVENANT OF QUIET ENJOYMENT

So long as BLACKROCK fully performs the BLACKROCK Services and its obligations under this Lease, BLACKROCK has the right to peaceable and quiet possession of the Property

without hindrance by the COUNTY or by anyone claiming by, from through or under the COUNTY.

38. NON-APPROPRIATION BY THE COUNTY

All obligations of the COUNTY under this Lease are subject to, limited by, and contingent upon the appropriation of funds by the Montgomery County Council. In the event the County Council fails to appropriate funds necessary for the COUNTY to provide services described herein, BLACKROCK may, but is not obligated to, terminate this Lease within one hundred and eighty (180) days of receipt of notice from the COUNTY of such non-appropriation by providing the COUNTY with one hundred and eighty (180) days' notice of such termination.

39. WAIVER

No waiver or any breach of any covenant, condition or agreement in this Lease operates as a waiver of the covenant, condition or agreement itself or of any subsequent breach of the covenant, condition, or agreement.

40. WAIVER OF JURY TRIAL

The Parties hereby waive the right to trial by jury on any dispute or matter arising from this Lease.

41. NON-DISCRIMINATION

BLACKROCK agrees to comply with the nondiscrimination in employment policies in COUNTY contracts as required by Section 11B-33 and 27-19 of the Montgomery COUNTY Code (2014), as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. BLACKROCK assures the COUNTY that it operates in accordance with Applicable Law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, disability, or genetic status

42. CONTRACT SOLICITATION

Neither party has retained anyone to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee.

43. PUBLIC EMPLOYMENT

BLACKROCK understands that unless authorized under Chapter 19A and Section 11B-52 of the Montgomery County Code (2014), as amended, it is unlawful for any person transacting business with Montgomery County to employ a public employee for employment contemporaneous with his or her public employment.

44. INTEGRATED AGREEMENT

This Lease contains all of the agreements made between the Parties and may not be modified orally or in any other manner other than by an agreement in writing signed by the Parties with the same formalities as this Lease. This Lease supersedes any other writings pertaining to subject matter of this Lease.

45. NOTICES

All notices required or described to be given in this Lease must be in writing and will be deemed sufficient if hand delivered by receipted messenger service or given by certified or registered mail, return receipt requested. Notice will be effective when received or refused by the addressee, its employees or agents. Notices to the respective Parties must be addressed as follows:

COUNTY	<p>Montgomery County, Maryland Department of General Services Office of Real Estate 101 Monroe Street, 9th Floor Rockville, Maryland 20850</p> <p>Copy notices for maintenance related matters to: Attn: Chief, Division of Facilities Maintenance Montgomery County, Maryland Department of General Services 1301 Seven Locks Road Rockville, MD 20850</p>
BLACKROCK	<p>Germantown Cultural Arts Center, Inc. d/b/a BlackRock Center for the Arts 12901 Town Commons Drive Germantown, Maryland 20874</p> <p>With a copy to : R. Thomas Hoffmann Ballard Spahr LLP 1909 K Street NW, 12th Floor Washington, DC 20006</p>

46. RESIDENT AGENT

The Resident Agent for BLACKROCK is CSC-Lawyers Incorporating Service Company, and its address for receipt of notice and service of process is 7 St. Paul Street, Suite 820, Baltimore, MD 21202. BLACKROCK must promptly notify the COUNTY in writing of any change in Resident Agent or address for service of process.

47. GENERAL PROVISIONS

- a. **Governing Law.** This Lease is governed by the laws of the State of Maryland without regard to choice of law provisions. Any action brought under or arising from this Lease must be brought in the Circuit Court for Montgomery County, Maryland.
- b. **Severability.** If any term this Lease is invalid or unenforceable, the remainder of this Lease shall remain in force.
- c. **Exhibits.** The exhibits attached to this Lease are incorporated into this Lease as if fully set forth unless expressly provided otherwise.

48. MEMORANDUM OF LEASE

Either Party may upon request and at its own expense record a memorandum of this Lease in a form and substance reasonably acceptable to the other party.

49. AUTHORITY

The COUNTY and BLACKROCK represent that each has the lawful authority to enter into this Lease in accordance with its terms, and that all required governmental and corporate (respectively) approvals have been obtained.

50. ENVIRONMENTAL MATTERS

- a. The Parties acknowledge and agree that BLACKROCK is not responsible for the environmental condition of the Leased Premises except for environmental liability that may arise from BLACKROCK's ownership prior to August 8, 2003 and to the extent that environmental liability arises from the failure of BLACKROCK, its employees, agents, licensees, invitees, licensees, concessionaires, contractors, subcontractors, representatives, and performers and artists to comply with Applicable Law.
- b. Storage of Flammable Material or hazardous materials. Except for standard cleaning supplies and supplies required or necessary for an art-related purpose, such as paint, stored in accordance with all applicable safety laws and regulations, BLACKROCK shall not keep or store gasoline, other flammable material, any explosive, or hazardous material as defined under State and Federal and County laws and regulations. BLACKROCK will be responsible for any damage caused by or due to the storage of these types of materials.

51. FORCE MAJEURE

In the event that either party shall be delayed or hindered in, or prevented from the performance of any work, service or other acts required under this Lease to be performed by such party and such delay or hindrance is due to strike, lockout, acts of God, governmental restriction, enemy act, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the control of the party so delayed or hindered, then performance of such work, service or other

act shall be excused for the period of such delay and the period of the performance of such work, service or other act shall be extended for a period equivalent to the period of such delay.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have executed this Lease on the date first written above.

WITNESS ATTEST

MONTGOMERY COUNTY, MARYLAND

By: _____

By: _____

Name: Fariba Kassiri

Title: Assistant Chief Administrative Officer

GERMANTOWN CULTURAL ARTS
CENTER, INC.

By: Melanne K. Hoffmann

Name:

Title: Melanne K. Hoffmann

Chair, Board of Trustees

IN WITNESS WHEREOF, the Parties have executed this Lease on the date first written above.

WITNESS ATTEST

MONTGOMERY COUNTY, MARYLAND

By: Julie L White

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

GERMANTOWN CULTURAL ARTS
CENTER, INC.

By: _____
Name:
Title

Approved as to form and legality by the Office of the County Attorney

By:



Name Neal Anker
Title Associate County Attorney

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

Parcel D, Block 31, Section 10 of the Churchill Town Sector as per Plat No. 21635, recorded among the Land Records of Montgomery County, Maryland.

Being the same land described in a Deed dated February 16, 2001 and recorded March 1, 2001 in Liber 18832 at folio 229 and described in a Deed dated August 28, 2003 and recorded August 29, 2003 in Liber 25060 at folio 525 among the Land Records of Montgomery County, Maryland.

Parcel ID No.: 02-005-03314336

EXHIBIT B

RESERVED

EXHIBIT C

BLACKROCK MISSION STATEMENT

BlackRock Center for the Arts brings inspiring performing and visual arts experiences to diverse audiences in a welcoming and intimate setting, providing opportunities to explore, celebrate and engage in the arts.

Our overarching goals are to:

- Present programs and artistic experiences of the highest quality to attract, retain and grow participation in the arts.
- Facilitate opportunities for engagement, development and life-long learning in the range of artistic disciplines.
- Reflect, celebrate and engage the diversity of our communities through programming and participation at all levels of our organization.
- Ensure the future of the arts in our community through sustainability of programs and resources.

EXHIBIT D

LEASED PREMISES FURNITURE, FIXTURES, AND EQUIPMENT

EXHIBIT D -- Leased Premises Furniture, Fixtures, and Equipment

BlackRock Center for the Arts
Fixed Assets

Date	Num	A/NA	Name	Qty	Memo	Amount
1314 - CIP-FF&E						
5/22/2002	18019	NA	Interconnect Services, Inc.	1	Vodaovl Telephone System- 26 phones Including console	12,405.44
Total 1314 - CIP-FF&E						12,405.44
1356 Stage Equipment						
7/31/2002	JE#3	NA	Barbizon lighting for Professionals	1	Lighting Control System	19,937.00
Total 1356 - Stage Equipment						19,937.00
1365 - Software						
8/18/2002	0000054821	NA	Tickets.com, Inc	1	TicketMaker.com Box Office Software (\$4,928.05) w Two Prac Auto LTX desktop thermal printer (\$2,425)	7,353.05
5/4/1999		NA	BlackBaud	1	Raisers Edge Software	6,135.00
3/10/1999		NA	BlackBaud	1	Pro Accounting Solution (GL & AP)	3,500.00
Total 1365 - Software						16,988.05
						49,330.49

EXHIBIT D - Leased Premises Furniture, Fixtures, and Equipment

BlackRock Center for the Arts
Fixed Assets

Date	Num	A/NA	Name	Qty	Memo	Amount
1314 - CIP-FF&E						
1355 - Stage Equipment						
8/7/2002	PO# CO2003-011	NA	Stage Curtains	17	PO# CO2003-011	11,158.85
8/7/2002	PO# CO2003-012	NA	Stage Curtains	28	PO# CO2003-012	12,804.60
7/8/2002	1596236	NA	Full Compass Systems, LW.	2	CE4000-A4 Power Amp (Spkn/Bana) (GCE4000A)	2,066.00
7/8/2002	1595296	NA	Full Compass Systems, LW.	1	480-Driverock Programmable Speaker controller Whirlwind	2,186.00
7/24/2002	S132713	NA	Washington Professional Systems	1	WD7C W4c(0) to 65 56pr in w4(1) & w4(1CF to 65'	2,180.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	2	12PR in WW1 Custom panels and AMP Rack	4,100.00
11/4/2002	S135507	NA	Washington Professional Systems	1	Eastern Accoustic KP300E 3 way Full range System 12' LF, 7" MF, 1"90x45 Horn	295.00
11/4/2002	S135507	NA	Washington Professional Systems	2	ASHLY PQX571	1,030.00
11/4/2002	S135507	NA	Washington Professional Systems	1	ASHLY PQX572 Stereo 7 Band Parametric EQ	880.00
8/26/2002	TJ1718	NA	TJ Distributors	1	Mackie 1604VIZ 16Ch Mic/Line Mixer	12,665.00
					Sealing Riser-6 rows	49,365.45
						49,365.45

EXHIBIT D -- Leased Premises Furniture, Fixtures, and Equipment

BlackRock Center for the Arts
Fixed Assets

Date	Num	A/NA	Name	Qty	Memo	Amount
1314 - CIP-FF&E						
1/9/2003	E04595	A	TJ Distributors	194	Hussey Concordia Steel chairs & Installation Main Stage	27,860.00
7/31/2002		NA	Valley Supply & Equipment	1	CO20021291-Genie Elevator	5,542.00
						33,402.00
1356 - Stage Equipment						
8/29/2002	135089	NA	Barbizon Lighting for Professionals	336	Safety Cable 1/8" x 30" Silver Finish	509.63
8/29/2002	135089	NA	Barbizon Lighting for Professionals	84	C-Clamp w/Stud & 1/2" Bolt	467.18
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	1	M1-XL Multi-FX Processor	363.00
7/8/2002	1595296	NA	Full Compass Systems, Ltd.	1	CE1000-A1Powor Amp Speak-out (GCE1000A)	365.00
7/8/2002	1595296	NA	Full Compass Systems, Ltd.	3	CE2000-A1Powor Amp Speak-out (GCE21300A)	1,575.00
7/8/2002	1595296	NA	Full Compass Systems, Ltd.	1	ACD-100 120v 100 Amp Power Distro	351.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	2	GR03102 2 Chi GRAPHI-Q	1,856.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	1	PL-PRO Power/Light Module 20 Amp	233.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	4	TL34-21XE Tripod Boom Black	356.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	2	DMS10E Instrument Stand	48.00
7/8/2002	1595238	NA	Full Compass Systems, Ltd.	2	PB11XE 16"-24" Arm W Weight Bik	70.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	10	MK415 Portable MIC Cable XLRM-XLRF 15 Ft	156.80
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	2	166XL 2Ch Limiter/gate	428.00
7/8/2002	1595285	NA	Full Compass Systems, Ltd.	1	MPX500 Digital Effects Processor	354.00
7/8/2002	1595288	NA	Full Compass Systems, Ltd.	1	CDR631 CO recorder	445.00
7/8/2002	1595258	NA	Full Compass Systems, Ltd.	10	6015 Portable Mar Cable 1/4"-1/4" 15ft	78.60
7/12/2002	1598154	NA	Full Compass Systems, Ltd.	1	EWANT4r Antenna Splitter Kit Remote Mnt 518-550 range	507.00
7/12/2002	1598154	NA	Full Compass Systems, Ltd.	4	Wireless Mic Handheld System UHF 518.550 Range	2,786.96
7/15/2002	1599080	NA	Full Compass Systems, Ltd.	6	TL34-21X6 Tripod/Boom Black	534.00
7/15/2002	1599050	NA	Full Compass Systems, Ltd.	2	TL34-15XE Tripod/Boom Black	85.00
7/15/2002	1599080	NA	Full Compass Systems, Ltd.	1	SS33E Stand Adjustable	154.00
7/15/2002	1599080	NA	Full Compass Systems, Ltd.	30	15-Mic-XX Portable Mks Cable XLR-XLR 15ft (M15)	470.00
7/22/2002	1602075	NA	Full Compass Systems, Ltd.	1	MT1P08160-10 Insert Snake 8 Chi 10 IL	18.00
7/22/2002	1602443	NA	Full Compass Systems, Ltd.	2	MS10CE Mic Stand Black	44.00
7/23/2002	1602926	NA	Full Compass Systems, Ltd.	1	TL34-15XE Tripod/Boom Black	85.00
4/30/2003	1696757	NA	Full Compass Systems, Ltd.	1	DT770-Pro 250 Headphone (1)	155.70
11/15/2002	12775	NA	Parlights, Inc.	1	BlackRock GoBos	684.00
11/15/2002	12603	NA	Parlights, Inc.	1	BlackRock GoBos	142.25
12/4/2002	12851	NA	Parlights, Inc.	1	Spotlight handle	67.60
4/7/2003	#13249	NA	Parlights, Inc.	1	DMX Pro handheld Tesler & Scone saver	602.00

EXHIBIT D -- Leased Premises Furniture, Fixtures, and Equipment

BlackRock Center for the Arts
Fixed Assets

Date	Num	A/NA	Name	Qty	Memo	Amount
7/31/2002	JE#3	NA	Peachstate Audio—Birmingham	1	Cadence Special Order Case 6320-22/8500M/5995	916.96
7/31/2002	JE#3	NA	Peachstate Audio—Birmingham	1	Cadence Special Order Case 5120-22/8500M15995	884.80
12/2/2002	Reimburse	NA	Swanson, Bradford	1	Furman PSPPro 20 AmpPower conditioner	435.00
7/24/2002	S132713	NA	Washington Professional Systems	2	Audio Technica ATM35 Miniature Fixed Charged Condenser FOH Mix Position vault Box	420.00
7/24/2002	S132713	NA	Washington Professional Systems	1	Whirlwind W1CF wired to MP1312 Chassis Female, stage vault box	1,212.10
7/24/2002	S132713	NA	Washington Professional Systems	1	Whirlwind W1CM wired to MP812 Chassis Male, series Two Fanouts	1,212.10
7/24/2002	S132713	NA	Washington Professional Systems	1	Whirlwind FM40125W418SS Main Inputs	1,178.75
7/24/2002	S132713	NA	Washington Professional Systems	1	Whirlwind FM3175BW21M5SS Aux and Line Sources XLR F Portabte DSP Rack	433.55
7/24/2002	S132713	NA	Washington Professional Systems	1	Whirlwind PKS12W1CM4 Mon/FOH DSP Out, IN from S2 Console in 2U panel jumpers	379.50
7/24/2002	S132713	NA	Washington Professional Systems	2	Whirlwind C1215W11MW11F Stage vault box to Amp rack OSP Out to FOH Voutt Box Stage box	598.00
7/24/2002	S132713	NA	Washington Professional Systems	1	Whirlwind BK40 15' Leader W/W41(0) Connectors portable snake	891.00
7/24/2002	S132713	NA	Washington Professional Systems	1	Whirlwind PKS12W1CF4 Amp Rack	195.50
7/24/2002	S132713	NA	Washington Professional Systems	1	Whirlwind 3U Panel W/IONL4MP & Plot t2W1CF4	195.50
7/24/2002	S132713	NA	Washington Professional Systems	1	Whirlwind 2U Panel PKS12W1CM4 & PKS2OW2CF4	379.50
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	2	Eastern Acoustic SB25OR EAW SB25OR	1,980.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Eastern Acoustic LA212 2 Way Nearfield Vented Full Range Passive System	1,950.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	1	Soundcraft Lecterns Series 232 SN: 001705	5,930.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Shure SM58LC Cardioid Dynamic Mic	480.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	2	Shure Beta87C Cardioid Electret Condenser for Vocal Applications	460.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Shure SMS7LC Cardioid Dynamic Microphone	360.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	2	Shure SM81 Cardioid Condensor Microphone w/10 dB Pad	690.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Whirlwind IMP2 Standard Direct Box	140.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	4	Shure Beta58ASuperCardioid Dynamic WI high Output Neodymium Element	480.00
7/31/2002	JE#3 Inv #S132043	NA	Washington Professional Systems	3	Sennheiser MD42111 Dynamic Cardioid Mic w/5 position Bass Roll Off Switch	900.00

EXHIBIT D -- Leased Premises Furniture, Fixtures, and Equipment

BlackRock Center for the Arts
Fixed Assets

Date	Num	A/NA	Name	Qty	Memo	Amount
11/4/2002	S135507	NA	Washington Professional Systems	2	Furman PLPRO Power Conditioner/light Module	560.00
11/4/2002	S136255	NA	Washington Professional Systems	1	Crest Audio XR20 12 Mono + 4 stereo Input, Rack Mounted Mixer	1,670.00
11/4/2002	S136304	NA	Washington Professional Systems	2	Crown C754200 Crown AMP SN: 682140/682139	1,610.00
11/4/2002	S135507	NA	Washington Professional Systems	1	Crown 0E2000 Crown AMP	620.00
11/4/2002	S135507	NA	Washington Professional Systems	1	Ashly MQX2310	590.00
Total 1355 - Stage Equipment						41,548.89
						74,960.89

EXHIBIT D -- Leased Premises Furniture, Fixtures, and Equipment

BlackRock Center for the Arts
Fixed Assets

Date	Nm	A/NA	Name	Qty	Memo	Amount
1314 - CIP-FF&E						
3/10/2003	Inv #010597	NA	Arbulus Refrigeration	1	Manitowoc Ice machine w/everpure water filter	2,000.00
1016/2002	Reimburse	NA	Balcombe, Marilyn	1	Arakawa-Art Hanging Systems	1,872.76
3/21/2003	Reimburse	NA	Balcombe, Marilyn	1	Sears Stove for BR Parity	402.98
3/21/2003	Reimburse	NA	Balcombe, Marilyn	1	Sears Dishwasher for SR Pantry	259.99
1/8/2003	Reimburse	NA	Bialik, Alan	1	Refrigerator	449.88
2/7/2003	108	NA	Cummings, Bill	1	Gallery pedestals	2,670.00
9/17/2002	1436	NA	Entertainment Storage, Inc	1	Apron skirting for theater thrust	7,500.00
9/17/2002	1435	NA	Entertainment Storage, Inc	1	6 roll Dance floor rack	2,300.00
10/7/2002	CO2003-0032	NA	Gilbert's Inc.	24	30" round base cabaret tables	1,375.20
9110/2002	104	NA	Cummings, Bill	12	taborets	1,080.00
Total 1314 - GIP-FFSE						19,910.81
1366 - Stage Equipment						
11/6/2002	S136818	NA	Washington Professional Systems	1	Clearcom CS222 2 Channel Portable Headset Main Station	615.00
11/6/2002	3136818	NA	Washington Professional Systems	4	Clearcom CC95 Single ear standard headset	548.00
11/6/2002	S136818	NA	Washington Professional Systems	1	Clearcom MS232 2 ch. Headset/speaker main station	597.00
11/6/2002	S136818	NA	Washington Professional Systems	1	Clearcom HS6 Telephone Style headset	71.00
11/4/2002	5135507	NA	Washington Professional Systems	2	Marantz PAC770 Pro Sound system w/Amp	2,090.00
Total 1366 - Stage Equipment						4,021.00
						23,931.81

Status Changes to Security Interest Personal Property Release Schedule Surplused and Replaced Equipment

Item	Quantity	Page #	Status	Date	Status Changed	Notes
Gallery Pedestal	1	1	Replaced	December-10		Original damaged beyond repair
Boulevard Banners	12	1	Replaced	June-08		Originals damaged due to weather
TV Carts	1	1	Surplused	September-07		Substantial repairs needed
HP LaserJet 4 printers	2	1	Surplused	June-07		Substantial repairs needed
Conference Room tables	2	2	Replaced	September-09		Substantial repairs needed
Vertical Filing cabinets	1	2	Surplused	September-09		Substantial repairs needed
Mackie 1402 VLZ mixer	1	2	Replaced	October-05		Originals damaged beyond repair
Control Booth chairs	2	2	Replaced	October-07		Substantial repairs needed
CE2000-A1 Power Amp	1	3	Replaced	September-11		Substantial repairs needed
CE4000-A4 Power Amp	2	3	Replaced	September-09		Substantial repairs needed
CDR631 CD Recorder	1	3	Replaced	September-10		Substantial repairs needed
DT770 Pro 250 Headphones	1	4	Replaced	May-06		Originals damaged beyond repair
Soundcraft Lectern Series 232 Sn: 001705	1	4	Surplused	May-04		Original damaged beyond repair
Whirlwind IMP2 Standard Direct Box	4	5	Replaced	May-06		Originals damaged beyond repair
Compaq Computers	2	5	Surplused	October-06		Network upgraded
HP Netserver	1	5	Surplused	October-06		Network upgraded
Micro-Laser Printer	1	5	Surplused	October-06		Network upgraded
Fax	1	5	Surplused	June-07		Substantial repairs needed
Compaq Microframe Computer	1	5	Surplused	June-06		Substantial repairs needed
Compaq Microframe Computer	1	5	Surplused	June-06		Substantial repairs needed
Compaq Microframe Server	1	5	Surplused	October-06		Substantial repairs needed

Authorization for replacing/surplusing given by Mark Winans, Dept of Recreation

EXHIBIT E-1

EXAMPLES OF ARTISTIC EQUIPMENT CAPITAL UPGRADES, REPAIRS, AND REPLACEMENTS

Examples of the items for which BLACKROCK will perform preventative, corrective, emergency repairs, maintenance, and replacement services includes but is not limited to the following:

- Stage Lighting and control systems
- Audio/Visual Systems
- Specialized artwork lighting
- Program-specific hardware and equipment for music, art, or performances
- Arts specific structural components of curtains, backdrops, screens, lighting, and any hanging art component
- Support equipment for services provided including but not limited to refrigerators, washers and dryers
- Props
- Costumes
- Theater seating
- Flooring for theater and dance studio

EXHIBIT E-2

BLACKROCK MAINTENANCE SERVICES RELATED TO ARTISTIC FUNCTIONS

- Cleaning of concession stand equipment, after hours cleaning services, cleaning between programs, etc.

EXHIBIT F

COUNTY MAINTENANCE, REPAIR AND REPLACEMENT SERVICES

Items for which the County will perform preventative, corrective and emergency repairs, maintenance, inspections, and replacement services includes but is not limited to the following examples of the facility systems at the BlackRock Center typically found in a commercial office building.

COUNTY MAINTENANCE

- HVAC Mechanical Systems and filters Including the Energy Management System
- Plumbing System and Associated Fixtures
- Electrical System Such As Lighting, Both Interior And Exterior, Outlets, Panels, Circuits, Wiring, (Exclusive Of All Stage Lighting And Audio Visual Systems And Specialized Lighting Required For Artwork That Are Unique To An Arts Center And Other Program Related Hardware And Equipment)
- Structural Components Such As Walls, Both Interior And Exterior, Floors and Carpet (Dance Floors Requiring Periodic Specialized Refinishing Are Not Included), Ceilings, Doors, Locks, Windows
- Life Safety Systems, Such As Fire Alarms and Fire Suppression Systems Including Fire Extinguishers
- Accessibility related components, equipment and signage (exclusive of arts related equipment)
- Roofing, flashing, sky lights
- Painting on the same basis/frequency as provided to other comparable County facilities
- Elevator
- Building Security System
- Parking Lot and Side Walks including striping and signage
- Janitorial Services on the same basis as provided to other comparable County facilities under available County contracts, which will be amended from time to time. Any Services Required Above This Level Including But Not Limited To Cleaning Of Concession Stand Equipment, And Cleaning Needed During Hours Not Staffed By The Day Porter (Such As Would Be Needed In Between Programs), and Carpet Cleaning Is The Responsibility Of BlackRock.
- Window Washing, on the same basis/frequency as provided to other comparable County facilities
- All Lawn and Grounds Maintenance on the same basis as other comparable County facilities under available County contracts, which will be amended from time to time
- Refuse/ Recycling Pick-Up
- Integrated Pest Management
- Snow/Ice Removal of the Parking Lot and Adjacent Walks

Schedule I to Exhibit G

Escrow Account Balance (on or about December 1, 2018) and Future Payment Schedule

Fiscal Year	Existing Escrow Account Amount	Replenishment Contribution (Due June 30 of FY)	Remaining Base Rent Contribution	Supplemental Contribution
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		\$11,200	\$7,500	-
				2.5 % Gross Operational Revenue (minimum \$15,000) plus 1.0% of Vision Campaign funds raised
FY 2021		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY 2022		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY 2023		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY 2024		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY 2025		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY 2026		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY 2027		\$11,200	\$7,500	2.5 % Gross Operational Revenue
FY 2028		\$11,200	\$7,500	2.5 % Gross Operational Revenue
Oct. 2029		-	-	
TOTAL		\$100,800	\$67,500	

EXHIBIT G

EXAMPLES OF ESCROW ACCOUNT USES

Expenditure	Estimated Cost
Replace Exterior Door, Steel Insulated	\$12,620
Replace Interior Door, Steel	\$19,953
Replace Door Hardware System, School (Per Door)	\$39,375
Replace Toilet, Tankless (Water Closet)	\$13,488
Replace Drinking Fountain, Refrigerated	\$2,515
Replace Backflow Preventer, 3"	\$4,756
Replace Grease Interceptor	\$800
Replace Ductless Split System	\$6,577
Replace Variable Air Volume (VAV) Unit, Standard	\$102,660
Replace Variable Air Volume (VAV) Unit, Fan Powered	\$36,233
Replace Exhaust Fan, Roof Mounted, 501 to 800 CFM	\$1,750
Replace Exhaust Fan, Roof Mounted	\$1,750
Replace Unit Heater, Electric, 3 to 6 kW	\$1,742
Replace Backflow Preventer, 6"	\$9,345
Replace Metal Halide Lighting Fixture, Wall Mount	\$2,035
Replace Fire Alarm Control Panel, Addressable	\$20,298
Replace Surveillance System, Cameras and CCTV	\$217,500
Replace Uninterruptible Power Supply (UPS)	\$34,648
Replace Uninterruptible Power Supply (UPS)	\$34,648
Subtotal without parking lots	\$562,693
Mill and Overlay Asphalt Parking Lot	\$91,840
Replace Parking Lots, Asphalt Pavement	\$165,200
Seal and Stripe Asphalt Parking Lot	\$21,280

EXHIBIT H

SIGNAGE

Signage will be permitted to announce upcoming performances, class registrations, gallery exhibits, and other arts events, such as a summer concert series, to be taking place at BlackRock. Signage will also be permitted which generally markets BlackRock (e.g., "Come Visit BlackRock Today!"). The language in such signage must be usual and customary for signage of a similar nature. Under no circumstances will signage be permitted which is political in nature, which expresses a private opinion about a matter, or which can be considered inflammatory in nature. As long as the signage is of the sort permitted, above, no prior consent for such signage will be required from the County.