

FIRST AMENDMENT TO COOPERATORS LICENSE AGREEMENT

THIS FIRST AMENDMENT TO COOPERATOR LICENSE AGREEMENT (the "Agreement") is made as of the 9th day of May, 2025, by and between MONTGOMERY COUNTY, MARYLAND ("County"), GLEN ECHO PARK PARTNERSHIP FOR ARTS AND CULTURE, INC. as agent for the County ("GEPPAC" or "Primary Cooperator") and HOBART PAUL SWARTWOOD, sole proprietor t/a GLASSWORKS ("Cooperator"), (the County, Primary Cooperator and the Cooperator together the "Parties").

RECITALS

The National Park Service ("NPS") is charged with the responsibility for administering the area called Glen Echo Park in Montgomery County, Maryland (the "Park"). The County and NPS entered into a Cooperative Agreement dated July 17, 2018, that provides that the County is responsible for the management and operation of the Park (the "Cooperative Agreement"). The Cooperative Agreement supports NPS in achieving its mission and goals to have the Park function as a multi-use park centered on the arts and humanities.

Under the Cooperative Agreement, the County designated GEPPAC as Primary Cooperator ("Primary Cooperator") to function as the County's onsite Primary Cooperator for the day-to-day management of the Park. The Cooperative Agreement provided for the County to enter into additional sub-cooperative agreements with Cooperators, as that term is defined in the Cooperative Agreement, who will occupy space within the Park to provide educational, artistic, historical, cultural, environmental and recreational activities.

The Parties entered into a Cooperator's License Agreement (the "License"), dated August 25, 2022, which defined the respective rights, duties, and liabilities of the County, Primary Cooperator and Cooperator relating to the Park and the Premises (as such terms are defined in the License).

The Parties, through this Amendment wish to retroactively extend the Term (as such term is defined in Section 1 of the License), which Term expired December 31, 2024 and amend the Annual Fees under the License.

NOW, THEREFORE, WITNESSETH in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County, Primary Cooperator and the Cooperator hereby agree as follows:

1. The defined term "Term" as set forth in Section 1 of the License is hereby deleted in its entirety and replaced with the following: "Term: Commencement Date through December

31, 2025. *This agreement is effective only as long as the Cooperative Agreement remains in effect. If the Cooperative Agreement expires or is terminated, then this agreement automatically terminates, and the Cooperator's right to use the premises automatically ceases.*"

2. Section 4 of the License "Annual Fees" is hereby amended by deleting the stated amounts for the "Use of the Premises Fee" and the "Facility Maintenance Fee" and replacing those fees with the following:

"Use of the Premises Fee: Seven Thousand Two Hundred Forty Eight Dollars and Fifty Seven Cents (\$7,248.57)

Facility Maintenance Fund Fee: One Thousand Sixty Two Dollars and Forty Cents (\$1,062.40)."

3. Confirmation of Terms. All of the terms, covenants and conditions of the License, except as are herein specifically modified and amended, shall remain in full force and effect and are hereby adopted and reaffirmed by the parties hereto.
4. The retroactive Effective Date of this Agreement shall be January 1, 2025.

SIGNATURE PAGE FOLLOWS

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

ATTEST/WITNESS:

Monisola Brobbey

MONTGOMERY COUNTY:

Fariba Kassiri

Name: Fariba Kassiri

Title: Deputy Chief Administrative Officer

Date: 05/09/2025

ATTEST/WITNESS:

PRIMARY COOPERATOR:

GLEN ECHO PARK PARTNERSHIP FOR
ARTS AND CULTURE, INC., as agent for
the County

By: Katharine Boerner

Name: Katharine Boerner

Date: _____

ATTEST/WITNESS

COOPERATOR

By: Paul Swartwood

Name: HOBART PAUL SWARTWOOD
t/a GLASSWORKS

Date: _____

APPROVED AS TO FORM AND LEGALITY: RECOMMENDED BY:

By: Neal Anker

Name: Neal Anker

Title: Assistant County Attorney

Date: 5/7/2025

By: Cynthia Brenneman

Name: Cynthia Brenneman

Title: Director, Office of Real Estate

Date: 5/6/25