

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 THE ART GLASS CENTER @ GLEN ECHO, INCORPORATED, a not for profit company ("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: Twenty Three Thousand Four Hundred and Seven Dollars and Fifty Seven Cents (\$23,407. 57)

Facility Maintenance Fund Fee: Two Thousand Seven Hundred Thirty Dollars and Six Cents (\$2,730.06)."

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 Bourner
Name: Katharine Bourner
Date: 04/30/25

ATTEST/WITNESS

Michele Rubin

COOPERATOR

By: Michele Rubin
Name: Michele Rubin
THE ART GLASS CENTER @ GLEN
ECHO, INCORPORATED, a not for profit
company

Date: 4/30/25

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