

## FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement (the "Fourth Amendment") is entered into this and day of September 2025 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 and Blackrock entered into a Lease Agreement dated August 8, 2003, as amended by that certain First Amendment to Lease Agreement dated October 31, 2011, that certain Second Amendment to Lease Agreement dated August 3, 2017, that Amended and Restated Lease Agreement dated November 28, 2018, and that Third Amendment to Lease Agreement dated June 12, 2024 (collectively, the "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, pursuant to the terms of the Third Amendment to Lease Agreement, the County agreed to waive the obligations of Blackrock to pay the Escrow Account Contributions, as set forth in Section 7(b) of the Lease Agreement, in addition to 1.0% of the funds raised through Blackrock's Vision Campaign for Fiscal Years 2020, 2021, 2022, in recognition of Blackrock's financial difficulties arising out of the Covid 19 pandemic.

WHEREAS, the Parties intend to further amend the Lease Agreement to acknowledge the sustained impacts of the Covid 19 pandemic on the business operations of the BlackRock Center of the Arts and on the arts and the arts community.

NOW THEREFORE, in consideration of the above recitals, the mutual promises made by the Parties in this Fourth Amendment, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County and Blackrock agree as follows:

1. All defined terms herein shall have the same meanings as in the Lease Agreement, as amended.
2. The obligation for Blackrock to pay the Escrow Account Contribution is waived for Fiscal Year 2026 (July 1, 2025 – June 30, 2026). This waiver includes all elements of the Escrow Account Contributions, as set forth in Section 7(b) of the Lease Agreement.

3. 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.
4. All other terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

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

WITNESS ATTEST:

**MONTGOMERY COUNTY, MARYLAND**

By: Monisola Brobbey

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

Date: 09/22/2025

WITNESS ATTEST:

**GERMANTOWN CULTURAL ARTS  
CENTER, INC.**

By: Ma Sun

By: Jennifer Russell  
Jennifer Russell, Board of Trustees

Date: 9/2/25

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

Recommended by:

By: Neal Anker  
Neal Anker  
Assistant County Attorney

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

Date: 9/11/2025 Date: 09/08/2025

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

Escrow Account Balance \$60,000 (on or about June 30, 2025) and Future Payment Schedule

| <b>Fiscal Year</b> | <b>Existing Escrow Account Amount</b> | <b>Replenishment Contribution<br/>{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            |                                       | waived  | waived                                  | 0.0 % Gross Operational Revenue (\$0)** plus 1.0% of Vision Campaign funds raised*            |
| FY2021             |                                       | waived  | waived                                  | 0 % Gross Operational Revenue   |
| FY2022             |                                       | waived  | waived                                  | 0 % Gross Operational Revenue   |
| FY2023             |                                       | waived  | waived                                  | 2.5 % Gross Operational Revenue   |
| FY2024             |                                       | waived  | waived                                  | 2.5% Gross Operational Revenue  |
| FY2025             |                                       | waived  | waived                                  | 2.5% Gross Operational Revenue  |
| FY2026             |                                       | waived  | waived                                  | 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   |
| <b>TOTAL</b>       |                                       | <b>\$33,600</b>   | <b>\$22,500</b>                         |   |

\* 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