

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT ("Fifth Amendment") is entered into this 30th day of March 2026 (the "Effective Date") by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic ("Lessor") and THE WRITER'S CENTER, Inc. a District of Columbia nonprofit corporation ("Lessee") (Lessor and Lessee are collectively referred to herein as the "Parties").

RECITALS

A. Lessor and Lessee are parties to a Lease Agreement dated July 21, 1992, as amended by that certain First Amendment to Lease Agreement dated July 6, 1998, that certain Second Amendment to Lease Agreement dated July 25, 2006, that certain Third Amendment to Lease Agreement dated June 6, 2016, and that certain Fourth Amendment to Lease Agreement dated March 24, 2017 (collectively, the "Lease"), pursuant to which Lessee leases from Lessor the land and improvements known as 4508 Walsh Street, Bethesda, Maryland (the "Premises").

B. Lessor and Lessee desire to enter into this Fifth Amendment in order to modify the Lease, all in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Lease as follows:

1. Recitals. The recitals set forth above are incorporated herein and made a part of this Fifth Amendment to the same extent as if set forth herein in full.
2. Term. The current Extended Term of the Lease is set to expire on December 31, 2031. Paragraph 2 of the Lease entitled TERM is hereby amended to provide that the expiration of the Extended Term shall be the date that is fifteen (15) years after the Effective Date of this Fifth Amendment.
3. Renewal Option. Subject to Paragraph 4 below, Lessor and Lessee hereby agree that upon the conclusion of the Extended Term pursuant to Section 2 of this Fifth Amendment and provided that the Lessee is not in default of the terms of the Lease, the Parties agree to renew the term of the Lease for a "Renewal Term" of five (5) years. Not less than one (1)

year prior to the end of the Extended Term (the “Outside Renewal Negotiation Date”) the Parties shall negotiate , the improvements to the Premises required to be performed by Lessee during the Renewal Term..

4. Exercise of the Renewal Option. Except as set forth below in Section 5, the exercise of the Renewal Option is conditioned upon Lessee completing the Funded Capital Improvements, as defined in Exhibit B attached hereto, prior to the Outside Renewal Negotiation Date. Completion of the Funded Capital Improvements shall be defined as the date that the (i) the Lessor has inspected the Premises and agrees that the Lessee is in compliance with the plans and specifications previously approved by the Lessor for the Funded Capital Improvements and (ii) Lessee has delivered to Lessor invoices marked “paid” for all the Funded Capital Improvements .

5. Rent. Notwithstanding anything in Paragraphs 5 and 6 of the Lease to the contrary, the annual rent payable by Lessee during the Extended Term, as extended by this Fifth Amendment, shall be abated, subject to Lessee's compliance with the provisions of this Section 5 and Exhibits A and B of this Fifth Amendment. In the event that the Lessee has not commenced the Funded Capital Improvements prior to the beginning of fiscal year 2030, which is July 1, 2029, the Lessee shall commence to pay Market Rent. Market Rent shall be determined as 95% of the fair market value for a similar type property in the County. In the event Lessor and Lessee are unable to agree on the Market Rent, the Chief Administrative Officer of Montgomery County will make the final decision.

6. Capital Improvements.

(a) Notwithstanding anything in Paragraph 10 of the Lease to the contrary, Lessor hereby acknowledges that Lessee, in lieu of the payment of annual rent to Lessor during the Extended Term, shall perform or cause to be performed certain capital improvements and renovations to the Premises (the "Capital Improvements") more particularly described in and shown on Exhibit A of this Fifth Amendment. The plans, specifications, budget and construction of the Capital Improvements shall be subject to the terms of the Work Agreement attached hereto and made a part hereof as Exhibit B (the "Work Agreement").

(b) Commencement of the items on Exhibit A shall be defined as the date that the following conditions have been met: (i) the written approval by Lessor of Lessee's Plans (as defined in Paragraph 3 of Exhibit B) for the Funded Capital Improvements and (ii) Lessee has

obtained all necessary building permits and other authorizations from appropriate governmental agencies, required for the Funded Capital Improvements.

(c) Notwithstanding anything in Paragraph 10 of the Lease to the contrary, all of the Capital Improvements shall be deemed "non-elective capital improvements" for purposes of Paragraph 4 of the Original Lease, subject to, limited by, and contingent upon the appropriation and availability of funds by the Montgomery County Council.

(d) Notwithstanding anything in Paragraph 10 of the Lease to the contrary, Lessor will not be responsible for reimbursing Lessee for the costs for any non-elective capital improvements that were paid for out of any funds granted by Montgomery County, Maryland or any other government or public agency and received by Lessee.

(e) Notwithstanding anything to the contrary, any Capital Improvement listed on Exhibit A for which Lessee was unable to obtain the funding that is indicated on Exhibit A, despite Lessee's good faith due diligent efforts, shall not be considered a Funded Capital Improvement

7. Miscellaneous.

(a) Except as amended by this Fifth Amendment, all terms and conditions of the Lease are hereby ratified and affirmed. To the extent there is any inconsistency between the Lease and this Fifth Amendment, the provisions of this Fifth Amendment shall control.

(b) All capitalized terms in this Fifth Amendment shall have the same meanings as in the Lease unless expressly provided otherwise herein.

(c) This Fifth Amendment and all the covenants and provisions hereof shall inure to the benefit of and be binding upon the respective legal representatives, successors and assigns of the parties hereto.

(d) This Fifth Amendment may be executed in several counterparts, each of which shall be deemed original and such counterparts shall constitute but one and the same instrument. The laws of Montgomery County, Maryland shall govern the validity, performance and enforcement of this Fifth Amendment.

SIGNATURES ON THE FOLLOWING PAGE

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

WITNESS:

COUNTY
MONTGOMERY COUNTY,
MARYLAND

By: Monisola Brobbey

By: Fariba Kassiri
Fariba Kassiri, Deputy Chief
Administrative Officer

Date: 03/30/2026

LESSEE:
The Writers Center, a District of
Columbia nonprofit corporation

By: [Signature]

Date: 3/19/26

APPROVED AS TO FORM &
LEGALITY OFFICE OF THE
COUNTY ATTORNEY

RECOMMENDED

By: Neal Anker
Neal Anker
Assistant County Attorney

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

Date: 3/26/2026

Date: 3/25/2026

EXHIBIT A

CAPITAL IMPROVEMENTS

Lessee Fiscal Year runs from 7/1-6/30

<u>Improvement</u>	<u>Timeline</u>	<u>Funding</u>	<u>Cost Estimate</u>
<p><u>Install assistive technology for hearing impaired constituents in event spaces, meeting rooms & theater.</u></p> <p><u>Repurpose underutilized downstairs space as lounge & event venue.</u></p>	<p><u>Begin FY26, to be completed by the end of Summer 2026</u></p>	<p><u>Maryland State Arts Council grant of \$80,000, received Aug 2025.</u></p>	<p><u>\$80,000</u></p>
<p><u>Enclose the courtyard area to create an atrium for improved access and use, and provide water remediation for the lower level, including drainage pipes and roof runoff control.</u></p>	<p><u>Beginning late FY28 – early FY29, depending on disbursal</u></p>	<p><u>Arts Capital Grant from MSAC, applying in February 2027</u></p> <p><u>Montgomery County Arts Facility Capital Grants, March, 2027</u></p>	<p><u>\$58,500</u></p> <p><u>\$75,000</u></p>
<p><u>Expansion of two bathrooms & renovation for ADA compliance.</u></p>	<p><u>Planning in late FY28; begin demolition early summer FY29; take approx. up to 9 months</u></p>	<p><u>MSAC Capital Grant, above</u></p>	<p><u>\$125,000-150,000</u></p>

<p><u>Remote door openings for improved accessibility: four internal doors and two external doors</u></p>	<p><u>Late FY28 – early FY29, depending on disbursal</u></p>	<p><u>MSAC Capital Grant, above</u></p>	<p><u>Up to \$60,000</u></p>
<p><u>TWC parking lot security: install a barrier arm at the end of the driveway and replace rear safety/privacy fence. This is particularly important when the county parking lot across Walsh St is permanently closed for new development.</u></p>	<p><u>Will hold off this work until the County’s begins demolition of the county parking lot</u> <u>Est. early FY 28</u></p>	<p><u>MSAC Capital Grant, above</u></p>	<p><u>\$27,000</u></p>
<p><u>Replace 4 freestanding HVAC units (dated 1998)</u></p>	<p><u>Early FY28</u></p>	<p><u>Montgomery County Arts Facility Capital Grant, above</u></p>	<p><u>\$10,000-\$12,000</u></p>

Exhibit B

Work Agreement

This Exhibit B (also referred to herein as the "Work Agreement") is attached to and made a part of the Lease (as defined in Paragraph A of this Fifth Amendment).

1. Capital Improvements. Lessee, at its sole cost and expense, shall furnish and install in the Leased Premises, the Capital Improvements, set forth in Exhibit A for which Lessee obtains the necessary funding, as more particularly set forth below (the "Funded Capital Improvements"). The Funded Capital Improvements shall be constructed in phases as set forth in Exhibit A. The Lessee's Plans for the Funded Capital Improvements shall be subject to Lessor's written approval; such approval to be granted or withheld in accordance with paragraph 4 below. All costs of all design, space planning, and architectural and engineering work for or in connection with the Funded Capital Improvements, including, without limitation, all drawings, plans, specifications, licenses, permits or other approvals relating thereto, and all insurance, bonds and other requirements and conditions hereunder, and all costs of demolition and construction, shall be at Lessee's sole cost and expense. . Lessee agrees to use it commercially reasonable diligent efforts with the support of the Lessor to obtain the indicated funding for each Capital Improvements listed on Exhibit A.

2. Capital Improvement Plans. Lessee shall furnish to Lessor for its review and approval proposed detailed plans for each of the proposed Funded Capital Improvements on Exhibit A. Lessee's submittal to the Lessor shall be of sufficient detail and content for Lessor's review and approval, including all architectural plans, working drawings and specifications and a construction schedule, sufficient (a) for the construction of the Funded Capital Improvements; and (b) to enable Lessee to obtain a building permit for the construction of the Funded Capital Improvements. Notwithstanding anything herein to the contrary, approval by Lessor of the Funded Capital Improvements shall not constitute an assurance by Lessor that the proposed Funded Capital Improvements: (1) satisfy applicable code requirements, or (2) are sufficient to enable the Lessee to obtain a building permit for the undertaking of the Funded Capital Improvements to Premises.

3. Lessor Approval. Lessor shall respond in writing to Lessee's submission within sixty days (60) of the receipt of all required documentation. Lessor reserves the right to deny approval of any proposed Funded Capital Improvements, provided, however, such approval shall not be unreasonably denied or withheld. In the event Lessor objects to any of the proposed plans for the Funded Capital Improvements in writing to Lessee, within fifteen (15) days of such notice Lessee shall revise the proposed plans for the Funded Capital Improvements to meet Lessor's objections, and resubmit the revised plans to Lessor for its review and approval.

4. Completion. Within thirty (30) days after receipt by the Lessor of Lessee's notice of completion of the proposed Funded Capital Improvements, the Lessor and Lessee shall meet to

inspect such Funded Capital Improvement to ensure that such Funded Capital Improvements are in compliance with the plans and specifications previously approved by the Lessor. The Lessee shall retain a general contractor licensed in the State of Maryland to undertake construction of the Funded Capital Improvements (the "Contractor"). The Contractor shall be responsible for obtaining, at Lessee's cost, all permits and approvals required for the construction of the Improvements.

5. Construction. In undertaking the Funded Capital Improvements, Lessee and its contractor shall strictly comply with the following conditions:

(a) No work involving or affecting the Building's structure or the plumbing, mechanical, electrical or life/safety systems of the Building shall be undertaken without (i) the prior written approval of Lessor in its sole discretion, whether pursuant to its approval of Lessee's plans or otherwise; (ii) compliance by Lessee with the insurance requirements set forth herein, and (iii) compliance by Lessee with all of the terms and provisions of this Work Agreement; and

(b) All Funded Capital Improvement work shall be performed in strict conformity with (i) the final approved Lessee's plans; (ii) all applicable codes and regulations of governmental authorities having jurisdiction over the Premises; and (iii) valid building permits and other authorizations from appropriate governmental agencies, when required, which shall be obtained by Lessee, at Lessee's expense.

6. Cooperation. Lessor shall reasonably cooperate with Lessee, at no cost to Lessor, in connection with Lessee's efforts to obtain any funding permits, approvals or licenses for the Funded Capital Improvements, including, without limitation, signing any applications for such permits, approvals or licenses