

EXHIBIT "C"

GROUND LEASE

GROUND LEASE AGREEMENT

BETWEEN

MONTGOMERY COUNTY, MARYLAND

AND

CASA, INC.

Dated: 6/22/2023

BB Edits 1/24/2023

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the "Lease") is made and entered into by and between MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland ("Landlord") located at 101 Monroe Street, Rockville, Maryland 20850, and CASA, INC., a non-stock, not-for-profit, 501(c)(3) tax-exempt corporation organized and existing under the laws of the state of Maryland, whose address is 14645 Rothgeb Drive, Rockville, Maryland ("Tenant").

RECITALS:

R-1. Landlord is the owner of certain improved real property located in Rockville, Montgomery County, Maryland, with an address of 14645 Rothgeb Drive, which property is improved with a two-story approximately 16,000 square foot building and a surface parking lot, with a total land area of 3.77 acres, together with all rights and interest, if any, of Landlord in and to the land lying in adjacent streets, roads, sidewalks and alleyways, and in and to any easements or other rights privileges and appurtenances appertaining thereto, and any building and improvements thereon, and which real property was conveyed to Landlord by Deed from Charles Savage and Ethel M. Savage, dated May 9, 1973, and recorded among the Land Records of Montgomery County, Maryland at Book 4384, Page 574 (the Land together with the Improvements, collectively the "Leased Premises").

R-2. The Montgomery County Council and Executive determined that the Leased Premises is no longer needed for public use and directed the County's Department of General Services to enter into a 99 year lease with CASA, Inc. which has been operating in the building for about 10 years providing services and related activities under a license agreement with the County.

R-3. The Leased Premises consist of a total of approximately 16,000 sf., of which one-half is in a two-story office building and the other one-half is in an attached one story area formerly used as an animal shelter and kennel:

- Two story masonry building with a total of approximately 8,000 square feet, containing offices occupied by CASA on both levels, along with bathrooms, mechanical room, lobby, storage, and common areas, hereinafter called "Office Side", limited renovations are planned for the Office Side, dependent on availability of funds.
- Attached vacant one-story masonry building with a total of approximately 8,000 square feet, to be fully rehabilitated into a vocational training facility with all new building systems including but not limited to: roof, windows, doors, finishes, mechanical, etc.; hereinafter called "Training Side".

(collectively "the Project").

R-4. Tenant currently occupies the Office Side under a yearly license agreement with the Landlord, which license agreement shall terminate as of the Effective Date of this Lease, and Tenant hereby waives any required notice of termination by Landlord under the license agreement.

R-5. Tenant will contract with third parties to design, install and operate solar photovoltaic panels on the roof of the premises, and on one or more canopies to be constructed over the parking areas. Electricity produced by the solar system will be used to offset the energy costs of operating the facility. Tenant will also install

electric vehicle chargers on the site.

R-6 Tenant as Landlord's development partner for reuse of the Leased Premises, shall substantially renovate the unused former animal shelter and make improvements to the office areas. Tenant will occupy and manage the Leased Premises for the following purposes:

General: CASA provides a comprehensive range of services and education focused on economic empowerment, financial independence, and social, linguistic, and political integration, coupled with a robust community organizing program which enables low-income immigrants to challenge the systems that prevent them from achieving full economic and social well-being.

The Rockville Welcome Center: Tenant will establish a permanent Welcome Center in Rockville, including an on-site vocational training lab, with space for expanded programs. Services currently provided by CASA in Rockville will be significantly increased, and will include the following::

- An on-site vocational training lab that will offer courses in partnership with community colleges, with a focus on the construction, healthcare and technology fields
- Expansion of employment placement and workforce development programs
- Expansion of youth programs
- Expansion of the ESOL program to include intermediate and advanced levels
- Increased capacity for tax preparation, financial literacy, citizenship classes, and legal services
- Citizen engagement and community organizing
- Other activities in furtherance of CASA's mission

R-7. Landlord and Tenant wish to enter into this Lease such that Tenant shall be permitted to redevelop, renovate, construct, own and operate the Improvements and the Project at the Leased Premises, and Landlord shall retain fee ownership in Land.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which constitutes a material term to this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

For purposes of this Lease, the following terms shall have the meanings indicated:

1.1. "Affiliate" means any person or entity which directly or indirectly controls, or is controlled by, or is under common control with, the Tenant or its members, or any of them, or which directly or indirectly owns or holds a two percent (2%) or more interest in the Tenant or members.

1.2. "Annual Base Rent" shall have the meaning described in Section 4.1 hereof

1.3. "Applicable Law" means any federal, state or local law or regulation, or bond covenants for Federal, County or State bonds, applicable to the parties and this Lease. Applicable Law includes orders of court or administrative agencies having jurisdiction over any of the parties hereto with respect to or affecting the Leased Premises.

1.4. "Default Rate" means the so-called "prime rate" of interest as published in the Wall Street Journal (or any similar successor publication if the Wall Street Journal ceases to publish) from time to time, plus two (2) percentage points. If a range of rates is published, then the average of such rates shall apply.

1.5. "Development Approvals" means: as defined under Applicable Law, preliminary plan of subdivision approval, project plan approval, site plan approval, record plat approval and recordation, site plan enforcement agreements, building permits, storm water management approvals, sediment control permits, utility connections and any other permit or governmental or quasi-governmental approval which is necessary to commence and duly and diligently construct to completion, reconstruct, operate, repair and maintain the Improvements.

1.6. "Construction Schedule" means that certain schedule for the development and construction of the Project and attached to and made a part of this Lease as **Exhibit "C"**, as the same may be amended from time to time with the approval of the County.

1.7. "Force Majeure" means the following events or circumstances, to the extent that they cause the delay of performance of any obligation hereunder incurred by the claiming party and such delay is beyond the reasonable control of and could not be reasonably anticipated or accommodated by the party claiming the Force Majeure:

- Strikes or lockouts (excluding the general contractor's workforce) or inability to procure materials or suitable substitute materials or failure of utilities necessary for performance;
- Changes in law applicable to the development and/or construction of the Improvements or Project;
- Landlord Delays;
- Acts of God, tornadoes, hurricanes, floods, sinkholes, fires and other casualties, landslides, earthquakes, and abnormally inclement weather for the area;
- Acts of war, terrorism, blockades, insurrection, riots, civil disturbances, or national calamities; and
- Other acts or circumstances to the extent they would otherwise customarily constitute a Force Majeure event.
- Force Majeure shall not include matters which increase cost but do not cause delay.

1.8. "Governmental Authorities" means public officials or agencies having jurisdictions in respect of the Leased Premises including officials of Montgomery County in their official capacity and not as Landlord hereunder.

1.9. "Impositions" means all real estate taxes, governmental levies, and obligations for any and all other governmental, quasi-governmental, utility and similar charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, which shall during the Term hereof, be made, assessed, levied or imposed upon, or become due and payable in connection with, or a lien upon, the Leased Premises, or any part thereof, or upon this Lease.

1.10. "Improvements" means the existing building at the Leased Premises as of the Lease Commencement Date, together with all improvements thereafter constructed on the Leased Premises.

1.11. "Land" means the Leased Premises, subject to the Improvements.

1.12. "Landlord" means Montgomery County, Maryland.

1.13. "Landlord's Default" means a failure by Landlord to perform or comply with the Landlord's covenants, agreements or obligations in this Lease, as more specifically set forth in Section 12.

1.14. "Landlord Delays" shall mean delays caused by Landlord in achieving milestones under the Construction Schedule by failing to timely approve, disapprove or comment on any submitted plans or by requiring changes or modifications which are inconsistent with changes or modifications previously requested by the Landlord with respect to the Improvements at the Leased Premises being performed by Tenant or an Affiliate of Tenant; or by failing to approve changes or modifications which were the subject of previous requests by Landlord which have been properly responded to by Tenant or its Affiliate performing such work.

1.15. "Landlord Representative" means the person or persons designated or to be designated in writing by the Landlord to meet with the Tenant regularly to discuss the progress of the Project and who must coordinate reviews by Landlord staff necessary to make decisions regarding requested approvals and grant required Landlord approvals under this Agreement. The Tenant shall be entitled to rely on written approvals and written representations made by any Landlord Representative.

1.16. "Lease" means this Ground Lease Agreement.

1.17. "Lease Commencement Date" means the date of execution of this Lease as set forth on the cover page of this Lease.

1.18. "Lease Year" means with respect to the first Lease Year, the period from the Lease Commencement Date through the day prior to the first anniversary thereof. Each successive twelve-month period shall also be a Lease Year, including Lease Years during any extension term. If the Lease Commencement Date is other than the first day of a calendar month, the first Lease Year shall include the partial month in which the Lease Commencement Date falls plus the next twelve (12) full calendar months.

1.19. "Leased Premises" means the Leased Premises described in the Recitals.

1.19A. "License Approvals" means all the licenses and permits required by the applicable federal, state, and/or local Governmental Authorities necessary to operate CASA's programs.

- 1.20. "Notice of Landlord's Default" means a written notice given in accordance with Section 12.2.
- 1.21. "Notice of Tenant's Default" means a written notice in accordance with Section 11.2.
- 1.22. "Notice of Termination" means a written notice given in accordance with Section 11.3(A).
- 1.23. Intentionally Deleted.
- 1.24. "Project" means the Project as defined in the Recitals.
- 1.25. "Taking" means the acquisition by authority of any governmental or quasi-governmental body or entity by condemnation or in the exercise of its power of eminent domain or by purchase in lieu thereof.
- 1.26. "Tenant" means CASA, Inc.
- 1.27. "Tenant's Default" means any of the events set forth in Section 11 hereof.
- 1.28. "Tenant Representative" means the person or persons designated or to be designated in writing by the Tenant to meet with the Landlord regularly to discuss the progress of the Project and who must coordinate Tenant activities under this Agreement. The Landlord shall be entitled to rely on written approvals and written representations made by any Tenant Representative.
- 1.29. "Term" means the term of this Lease, as set forth in Section 3.1, and any extensions thereto.
- 1.30. "Utility Easements" means the easements described in Section 7.1.

2. LEASED PREMISES

2.1. Demise.

(A) For and in consideration of the rental herein promised to be paid by Tenant and the covenants, conditions and agreements herein contained on the part of Tenant to be kept and performed, Landlord does hereby let and rent to Tenant and Tenant does hereby take and hire as tenant from Landlord, for the Term, at the rental, and upon the terms and conditions all as hereinafter stated, the Leased Premises, together with all rights, advantages, privileges, ways, easements and appurtenances to the same belonging or in any way appertaining. It is intended hereby that all present and future rights relating to the Leased Premises are hereby granted to the Tenant during the Term, subject to all of the requirements and limitations set forth in this Lease.

(B) At such time as Tenant shall complete the renovations of the 8,000 square foot Office Side at the Leased Premises, said Office Side shall automatically be and become a part of the Improvements and Leased Premises and subject to all of the terms and conditions of this Lease; and thereafter all references to the Improvements and Leased Premises shall be deemed to include the Office Side, and the Landlord shall, promptly upon request, execute an amendment to this Lease in form reasonably acceptable to Landlord, evidencing and confirming the foregoing. As of such date, title to the addition and the Leased Premises shall be free and clear of liens and encumbrances except for this Lease.

2.2. Warranty of Title.

Landlord leases the Leased Premises to Tenant free of all encumbrances, restrictions, or liens of any kind. Landlord represents and warrants that Landlord has full right and power to enter into and implement this Lease without the consent, agreement or action of any other person or entity.

2.3. Quiet Enjoyment.

Landlord covenants that if and so long as Tenant is not in default beyond applicable grace periods under the terms hereof, Tenant shall be entitled to quietly hold, occupy and enjoy the Leased Premises and all rights relating, thereto, during the Term, without hindrance, ejection or molestation by Landlord. Landlord covenants to make the Leased Premises available to Tenant on the Lease Commencement Date in the condition as required by this Lease.

3. TERM OF LEASE

3.1. Term.

The Term of this Lease shall commence on the Lease Commencement Date and, shall continue through the last day of the ninety-ninth (99th) Lease Year (the "Initial Term"), unless sooner terminated in accordance with the provisions of this Lease. Provided that this Lease has not been sooner terminated and the Tenant is not in default of this Lease at the end of the Initial Term (or, as applicable, at the end of any extended term of the Initial Term), the Term shall be extended for up to three (3) consecutive twenty-three (23) year terms under the same rent and all other terms and conditions as is applicable to the Initial Term upon Tenant providing Landlord written notice of its intent to exercise its option to renew at least one hundred eighty (180) days prior to the expiration of the then current term.

3.2. Landlord's Surrender of Possession.

Landlord shall peaceably and quietly leave, surrender and yield up to Tenant sole and exclusive possession of the Leased Premises on the Lease Commencement Date. Landlord warrants that the entire Leased Premises shall be free and clear of all tenants and other occupiers as of the Lease Commencement Date and in the condition as required by this Lease. Tenant accepts the Leased Premises "as is" and "where is" as of the date of this Ground Lease, except

for the representations, warranties and covenants as are expressly set forth in this Lease, and except for any latent defects at the Leased Premises as of the Commencement Date.

3.3. Landlord's Access

Landlord shall have access to the Leased Premises for the purpose of inspecting same during reasonable business hours, provided that such access does not interfere with the Tenant's operations, and upon at least forty-eight (48) hours' advance written notice to the Tenant, except in an emergency upon which occurrence no notice will be required, but Landlord will provide notice to the Tenant as soon as reasonably possible under the circumstances. Tenant shall at all times have the right to have a representative present during any such access or inspections.

4. RENT

4.1. Annual Base Rent.

Tenant covenants and agrees to pay unto Landlord, in legal tender of the United States of America, the Annual Base Rent, which shall be in the amount of One Dollar (\$1.00) per Lease Year.

4.2. Net Rent.

Except as expressly provided herein, all costs, expenses and charges of every kind and nature directly relating to the Leased Premises which may be attributed to, or become due during the term of this Lease shall be paid by Tenant.

4.3. All Sums Rent.

All sums payable by Tenant to Landlord under this Lease, whether or not stated to be Annual Base Rent, shall be paid to Landlord in legal tender of the United States, at the address for notices to Landlord. Such sums shall be considered "Rent" for all purposes hereunder however described or denominated. The foregoing notwithstanding, Impositions paid to Landlord in its capacity as a taxing authority shall not be deemed to constitute Rent hereunder.

4.4. Impositions.

Landlord shall, within fifteen (15) days of receipt, send to Tenant copies of any notices received by Landlord in respect of any Impositions. As part of the consideration for this Lease, and subject to all of the provisions hereof, at Tenant's own cost and expense, Tenant shall pay all Impositions as the same become due and payable during the Term, and before the assessment of any fine, penalty, interest or other charge which may be added thereto for the nonpayment thereof; except that any Impositions (and/or installments thereof) properly allocable to periods before or after the Term shall not be payable by Tenant and shall be paid by Landlord. Tenant shall have the right to receive directly any and all notices of Impositions, and to pay such Impositions directly. Tenant shall make prompt application for a separate tax bill for the Leased

Premises in the name of Tenant. Tenant shall furnish to Landlord, upon specific request in each instance, copies of tax bills and official receipts of the proper governmental authorities or other proof reasonably satisfactory to Landlord, evidencing the full payment of any and all such Impositions payable by Tenant hereunder. Notwithstanding the foregoing, if by law any Imposition may be paid, at the option of the taxpayer, in installments, then Tenant may pay the same in installments whether or not interest accrues thereon, and Tenant shall only be responsible for such installments (and/or portions thereof) properly allocable to the Term. Any rebate made on account of any Imposition paid by Tenant shall belong to and be paid to Tenant, for Tenant's account.

4.5. Right to Contest Impositions.

If Tenant disputes the amount or validity of any Impositions payable by Tenant hereunder, then Tenant shall have the right, at its sole cost and expense, to contest and defend against the same, and in good faith to diligently conduct any necessary proceedings to prevent and avoid the same. In such event Tenant may postpone or defer payment of such Impositions and such postponement or deferral shall not be deemed a default hereunder; provided, however, that, during any such contest, Tenant shall (by the payment or bonding off of such disputed Imposition, including potential interest and penalties thereon, if necessary) prevent any foreclosure of or any divesting thereby of Landlord's title, reversion or other interest in or to the Leased Premises, and will further (by the payment or bonding off of such disputed Imposition, including potential interest and penalties thereon, if necessary) prevent the public sale or foreclosure of any lien for any such Impositions. Tenant's right to contest Impositions shall not be exercised in such a manner as to expose Landlord to any civil penalties. Tenant shall prosecute such contest or defense diligently and expeditiously. Tenant shall have the right, if permitted by law, to pay under protest any Impositions. Any rebate made on account of any Imposition paid by Tenant shall belong to and be paid to Tenant, for Tenant's account.

4.6. Prorations.

Appropriate adjustments and prorations shall be made if the Lease Commencement Date or date of termination of this Lease is not on the first day of a calendar month, or if any payment of rent or any other amount hereunder by either Landlord or Tenant covers periods for which the party making such payment is not responsible under this Lease.

4.7. Utilities.

Tenant shall pay all charges for gas, electricity, water, sewage and utilities used upon or in connection with the Leased Premises during the Term.

5. USE AND DEVELOPMENT

5.1. Compliance with Law.

Landlord and Tenant shall each promptly give notice to the other of any notice received from Governmental Authorities in respect of the Leased Premises. During the Term, Tenant shall

comply with all Applicable Laws in respect of the Leased Premises. Tenant may dispute in good faith the validity of any complaint or action taken pursuant to or under color of any of the foregoing, defend against the same, and, in good faith, diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Tenant shall prosecute such contest diligently and expeditiously.

5.2. Licenses and Permits.

Tenant shall diligently pursue, secure and obtain, and maintain at all times in good standing all necessary permits and licenses from the applicable Governmental Authorities for the continued use, operation, repair, replacement, construction and/ or reconstruction of the Leased Premises, Improvements and Project, as described herein.

5.3. Use.

During the term of this Lease, Tenant shall use the Leased Premises for the Project as described in the Recitals.

6. IMPROVEMENTS

6.1. Improvements.

Tenant agrees to commence construction of the Improvements on the Leased Premises as described in the Recitals within one hundred eighty (180) days of the Lease Commencement Date, and thereafter to proceed with reasonable dispatch to complete construction of the Improvements substantially in accordance with the Construction Schedule, but in no event later than fifteen (15) months, subject to events of Force Majeure.

Tenant shall diligently pursue as promptly as is commercially reasonable obtaining all required License Approvals from all applicable Governmental Authorities. Tenant shall commence operation of the Welcome Center at the Leased Premises within ninety (90) days after substantial completion of the Improvements and after obtaining all licenses and approvals by all applicable Governmental Authorities.

6.2. Repairs and Alterations.

(A) Tenant shall have the absolute and unqualified right, at any time, from time to time, as often and frequently as Tenant wishes during the Term, to make such changes (structural or otherwise), renovations, reconstruction, repairs or alterations to the Leased Premises and construction of new improvements as Tenant, in Tenant's sole and absolute discretion, shall deem appropriate, without the necessity of securing Landlord's permission or consent, so long as such changes, renovations, reconstruction, repairs or alterations to the Leased Premises and

construction of new improvements are for the purpose of the Project, subject to the terms of Section 5.1 hereof. Costs of such improvement, including demolition, tearing down or removal shall be borne by Tenant.

(B) Throughout the Term, Landlord shall perform all usual and customary repairs, replacements and maintenance of the Leased Premises, and shall keep the same in good condition and repair, ordinary wear and tear and/or any damage by casualty or condemnation excepted. Tenant shall keep and maintain all areas within the Leased Premises in a clean and orderly condition, neatly landscaped, free of dirt, rubbish, snow, ice and obstructions.

6.3. Damage or Destruction

6.3.1. Damage.

If, during the Term, there occurs any material damage to or destruction of the Improvements or any part thereof resulting from any cause whatsoever, Tenant shall immediately take such action as is reasonably necessary to assure that the Improvements do not constitute a nuisance or otherwise present a health or safety hazard, such work to be accomplished at Tenant's sole cost and expense. The foregoing obligation shall not be contingent upon the availability of any Insurance Proceeds, however, Tenant shall be reimbursed out of the Insurance Proceeds for such work to the extent available. Tenant shall transmit a summary of repairs to the Leased Premises quarterly to the Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, Attention: Director of Real Estate.

6.3.2. Restoration.

In the case of material damage to or destruction of the Improvements or any part thereof as described in Section 6.3.1 above, Tenant shall proceed with the repair or restoration of the damaged Improvements within one hundred eighty (180) days following such damage or destruction or, if greater than eighty percent (80%) of the estimated cost of such restoration is covered by insurance, then such later date as the Insurance Proceeds are available therefor, and once commenced such restoration shall be diligently prosecuted to completion. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease by virtue of any delays in completion of repairs and restoration, except to the extent caused by Landlord.

6.3.3. Insurance Proceeds.

All Insurance Proceeds (from Builders' Risk or Property insurance maintained by Tenant) payable as a result of any damage or destruction which are to be used by Tenant for such repairs and restoration shall be payable to Tenant and used by Tenant to the extent necessary for payment of the cost of repairs and restoration required hereby. Any unused Insurance Proceeds may be retained by Tenant.

6.3.4. Waiver.

Tenant hereby waives any rights now or hereafter conferred upon it by statute or other law to surrender this Lease or to quit or surrender the Leased Premises or any part thereof, or to receive any suspension, diminution, abatement, or reduction of the Rent or other sums and

charges payable by Tenant hereunder on account of any such destruction or damage other than as expressly provided in this Lease.

6.4. Title to Improvements.

Title to the Leased Premises shall be in and remain in Tenant for and during the entire Term, but upon the expiration or termination of the Term (except termination resulting from a Taking) such title shall vest in Landlord. Tenant hereby covenants and agrees to promptly execute and acknowledge, at no cost or expense to Tenant, a quitclaim deed or any other documentation reasonably required by Landlord to effectuate the provisions of this Section. Tenant's covenant to execute and acknowledge a quitclaim deed or other document shall survive termination of the Lease.

6.5. Mechanics' Liens; Compliance with Laws.

Tenant's construction and repair of Improvements on the Leased Premises during the Term of this Lease shall be subject to the following conditions:

(A) Subject to the terms of Section 5.1 hereof, Tenant shall comply promptly and fully with all Applicable Laws, ordinances, rules regulations and requirements of all Governmental Authorities but shall have the right, in its sole discretion, to contest in good faith any such laws, ordinances, rules, regulations and requirements.

(B) Tenant shall not create or permit to be created, and if created shall bond off, or contest and place reasonable security, or discharge, any mechanics' or materialmen's lien, tax lien, or judgment lien arising while this Lease is in effect whereby Landlord's estate, right and interest in any or all of the Leased Premises might be impaired.

7. COOPERATION OF LANDLORD

7.1. Cooperation in Obtaining Approvals.

Tenant will, at its sole cost and expense, apply for all Development Approvals for the construction of the Improvements, and Landlord consents to such construction. Tenant may from time to time, at its sole cost and expense, apply for and seek to obtain additional Development Approvals necessary or appropriate, as determined by Tenant from time to time in its sole and absolute discretion. Subject to Applicable Law, and, further, subject to Landlord's discretion, which will not be unreasonably withheld, conditioned or delayed, Landlord agrees to join in any easements, rights of way or other agreements for land owned by the County and relating to the provision of utility service to the Leased Premises ("Utility Easements"), and to join in recordable agreements with Governmental Authorities and utility providers. Landlord shall cooperate fully with Tenant, as Landlord and not in its capacity as a regulatory governing body, in assisting Tenant to obtain Development Approvals and Utility Easements. To this end, within fifteen (15) business days after written request from time to time from Tenant, Landlord shall, without requiring any additional consideration therefor, execute and return to Tenant, or otherwise join in any such documents as are required for obtaining Development Approvals or Utility Easements. Landlord recognizes that Tenant shall have the

right, in its own behalf and not as agent for Landlord, to undertake any and all of the actions in which Landlord has agreed to cooperate. Landlord will cooperate with Tenant so that Tenant can obtain financing, bridge loans and/or grant applications. The foregoing notwithstanding, any instruments or agreements required of Landlord hereunder shall be in form reasonably acceptable to Landlord and shall not impose any additional expense or liability on Landlord. Landlord shall, at Tenant's cost and expense, reasonably cooperate and join in with Tenant, as may be required by one or more of the applicable Governmental Authorities, to obtain the required License Approvals from the applicable Governmental Authorities.

8. ASSIGNMENT, SUBLEASING, ENCUMBRANCES

Tenant shall not, without the prior written consent of Landlord, sell, assign, sublet, transfer, convey (other than to an Affiliate) the Leased Premises or any interest therein; nor may Tenant, without the prior written consent of Landlord, sell, assign, transfer or convey (other than to an Affiliate) a controlling interest in the Tenant; nor may Tenant, without the prior written consent of Landlord, encumber the Leased Premises by leasehold mortgage or otherwise.

9. INSURANCE

Tenant shall procure and maintain and cause the contractor(s) (and, to the extent applicable, each of the subcontractors), to procure and maintain insurance during the Term as follows:

9.1. All Risk Builders Risk Insurance (during construction only, and only relating to Tenant and Tenant's construction contractors and construction subcontractors).

All Risk Builders Risk Insurance with limits equal to one hundred percent (100%) of the initial budget for construction of the Improvements, and any amendment to such budget that affects the cost of construction, on a "replacement cost" basis. Such insurance shall include the perils of fire, extended coverage, theft, vandalism, malicious mischief, collapse, difference in condition, earthquake (subject to a \$10,000,000.00 sublimit), cost of construction, and coverage for flood insurance if required under the Flood Disaster Protection Act of 1973. The All Risk Builders Risk Insurance may not have a deductible or self-insurance retention level that exceeds the lesser of twenty percent (20%) of such budget or Twenty-Five Thousand Dollars (\$25,000). The deductible shall not limit or apply to the Tenant's, its contractor's or subcontractor's liability to the Landlord and shall be the sole responsibility of the Tenant.

9.2. General Liability Coverage.

Comprehensive general liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Three Million Dollars (\$3,000,000.00) from the aggregate of all occurrences within each policy year, with excess coverage or umbrella coverage of at least Five Million Dollars (\$5,000,000.00), and shall include the Leased Premises and all land adjoining or appurtenant to the Leased Premises, shall contain blanket contractual liability

coverage and shall also provide coverage for completed operations; personal injury protection; and sprinkler leakage/water damage and fire legal liability.

9.3. Business Automobile Liability Insurance.

Business Automobile Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include coverage for owned, non-owned, hired motor vehicles, uninsured motorists' insurance, and automobile contractual liability.

9.4. Workers' Compensation.

Statutory workers' compensation coverage, including Maryland benefits and employers' liability with limits of not less than \$100,000 per person, \$500,000 combined aggregate and \$100,000 disease protection.

9.5. Property Insurance

The Tenant shall provide an All Risk Property Policy to protect against loss in the amount of 100 percent of the replacement cost of the insurable value (including the Improvements after completion) of the property, also referred to as the Project or Leased Premises. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverage. No coinsurance is permissible.

9.6. Subcontractors and Consultants.

The Tenant shall provide and shall cause its contractor(s), subcontractors, architect and consultants to maintain the insurance as applicable above and to provide the Landlord with certificates of insurance, and if requested by either, copies of all policies of insurance reflecting the foregoing coverages.

9.7. Certificate Requirements.

All of the above-prescribed insurance shall (a) be procured from financially sound and reputable insurers qualified to transact an insurance business in the State of Maryland, (b) be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved, (c) be evidenced by certificates of insurance delivered to the Landlord upon the issuance of any policies (and subsequent changes in such policies).

9.8. Deficiencies in Coverage and Failure to Maintain Insurance.

If Tenant or the Landlord becomes aware of any reduction in the coverage provided under any insurance required under this Article, or in the protection afforded thereunder, Tenant or the Landlord as the case may be, shall promptly notify the other. In the event Landlord reasonably determines, based on uses of the Leased Premises, that additional types of coverages may be required and to the extent that such additional coverages are customarily required in connection with similar type projects to the Project, Tenant shall promptly obtain, to the extent

generally available, such additional coverage.

9.9. Additional Insured - Notice of Cancellation.

All policies of liability insurance described herein shall name the Landlord as an additional insured and shall not be cancelled, modified or terminated upon less than thirty (30) days prior written notice to Landlord. The liability coverage shall further expressly provide for contractual liability coverage associated with the Tenant's indemnification obligations under this Lease.

9.10. Insurance Does Not Waive Obligations.

No acceptance or approval of any insurance agreement or agreements shall (a) relieve or release or be construed to relieve or release the Tenant or other person from any liability, duty, or obligation assumed by, or imposed upon it, (b) impose any obligation upon the additional insured(s)/loss payees or (c) be construed to limit Tenant's liability.

9.11. Property Insurance Proceeds.

During the Term, all sums payable for loss and damage to the Leased Premises arising out of casualties covered by the fire and extended coverage policies shall be used for the reconstruction, repair, or replacement of the damage (hereinafter referred to as "Reconstruction Work"), to a condition substantially comparable to its condition prior to the loss or damage and shall be payable directly to Tenant, provided that the proceeds must be used to rebuild the Leased Premises. Without limitation the Tenant will be required to advance any equity required in addition to the insurance proceeds to complete the Reconstruction Work and if such requirements are not met the Tenant shall be in default of this Lease. If, in the judgment of the Architect, the insurance proceeds are insufficient to perform the Reconstruction Work, Tenant shall provide additional funds required to complete such Reconstruction Work.

9.12. Waiver of Subrogation.

Tenant hereby waives any and every claim for recovery from the Landlord for any and all loss or damage to the land or the Improvements or to the contents thereof, whether or not such loss or damage is due to the negligence of Landlord or its respective agents or employees. The Tenant agrees to give written notice of the terms of the waiver to its insurance company which has issued, or in the future may issue, policy(ies) for property coverage to it, and to have said insurance policy(ies) properly endorsed to prevent the invalidation of said insurance coverage by reason of said waiver and provided further that such insurance company waives all rights of subrogation which it might have against Landlord.

9.13 Certificate of Insurance

A certificate of insurance for all coverage required shall be provided to Landlord, and current coverage maintained and evidenced at all times. Certificate shall be sent to:

Montgomery County, Maryland
Department of General Services, Office of Real Estate

101 Monroe Street, 9th Floor
Rockville, MD 20850

10. TAKING

10.1. Total Taking.

If the whole or substantially all of the Leased Premises shall be taken for a public or quasi-public use by the exercise of the power of eminent domain or by purchase under threat of

condemnation by any governmental agency, this Lease shall terminate in its entirety on the date the condemning authority actually consummates such taking of the Leased Premises, and the Rent and Impositions required to be paid by Tenant hereunder shall be appropriately prorated and paid to such date of taking or reduced as provided herein. In the event of any such taking, Landlord and Tenant shall together make one claim for an award for their combined interests in the Leased Premises including an award for severance damages if less than the whole shall be so taken. If the whole or substantially all of the Leased Premises shall be so taken, then the condemnation proceeds, including any severance damages, shall be distributed to Tenant to the extent that it is attributable to Tenant's personal property or the Improvements, and then to Landlord to the extent that it is attributable to the balance of the Leased Premises.

10.2. Partial Taking.

If less than substantially all of the Leased Premises shall be taken for any public or quasi-public use under the power of eminent domain or by purchase under threat of condemnation by any governmental agency in a manner that the remaining portion of the Leased Premises can be adapted and economically operated for the purposes of the Project and in substantially the same manner as it was operated prior thereto in Tenant's good faith business judgment, this Lease shall continue in full force and effect and Rent shall be equitably abated. Tenant shall proceed, with reasonable diligence, to perform any necessary repairs and to restore the Improvements to an economically viable unit in strict accordance with the requirements of Section 5.1 above, and as nearly as possible to the condition the Improvements were in immediately prior to such taking. The condemnation proceeds shall be paid to Tenant, or as Tenant may direct, as the restoration of the Improvements progresses, to pay or reimburse Tenant for the cost of such restoration. Any portion of the condemnation proceeds not so used for such restoration shall be paid to Tenant to the extent that it is attributable to Tenant's personal property or the Improvements, and to Landlord to the extent that it is attributable to the balance of the Leased Premises.

In the event of a partial taking, such that in Tenant's good faith business judgment it shall no longer be reasonably economical or practical for Tenant, in Tenant's good faith business judgment, to continue its business on the Leased Premises, then Tenant shall have the right, at its option, to terminate this Lease by notice in writing to Landlord within ninety (90) days after Tenant actually receives notice that such taking has occurred, in which event this Lease shall be terminated.

10.3. Temporary Taking.

If the temporary use (but not leasehold title) of the whole or any part of the Land or the Improvements shall be taken as aforesaid, this Lease shall not be affected in any way and Tenant shall continue to pay all Rent due hereunder, except that the Term shall be extended for each day of such temporary taking to the extent such temporary taking materially restricts Tenant's ability to conduct its business on the Leased Premises. All condemnation proceeds as a result of such temporary use shall be paid to Tenant. In the event of a temporary taking which delays the completion of the Improvements, the time to complete construction of the Improvements and commence operation of the Welcome Center under Section 6.01 shall be extended for the period of such delay.

10.4. Notice of Taking.

Landlord and Tenant shall each give to the other immediate written notice of any pending or threatened taking of which it has knowledge.

10.5. Condemnation Proceedings.

In any condemnation proceeding affecting the Leased Premises which may affect Landlord's or Tenant's interest in the Leased Premises, both parties shall have the right to appear in and defend against such action as they deem proper in accordance with their own interests. To the extent possible, the parties shall cooperate to maximize the condemnation proceeds payable by reason of the condemnation. Issues between Landlord and Tenant required to be resolved pursuant to this Section 10 shall be joined in any such condemnation proceeding to the extent permissible under then applicable procedural rules of such court of law or equity for the purpose of avoiding multiplicity of actions and minimizing the expenses of the parties.

11. TENANT'S DEFAULT; LANDLORD'S REMEDIES

11.1. Tenant's Default.

11.1.1. Failure to Observe Agreement.

The Tenant shall fail to observe, satisfy or perform any material term, covenant or agreement contained in this Lease, and such failure shall for a monetary default continue unremedied for a period of fifteen (15) days, and for a nonmonetary default continue unremedied for thirty (30) days after written notice thereof from the Landlord to the Tenant, or as otherwise provided in Section 11.2 below; or

11.1.2. Accuracy of Representation and Warranties.

Any representation or warranty made herein shall prove to have been incorrect as of the date made or deemed made, and which shall have a material adverse effect on Tenant's ability to perform its obligations hereunder; or

11.1.3. Abandonment.

Tenant abandons the Leased Premises for a period of more than thirty (30) consecutive business days other than as a result of a Force Majeure event; or

11.1.4. Improvements and Use

The Tenant shall fail to commence construction of the Improvements, complete construction of the Improvements or commence operation of a childcare center at the Leased Premises per Section 6.1 above, and thereafter continuously operate a workforce development and training center to provide employment and training services to low-income residents at the Leased Premises for the Term in accordance with Section 5.3 above, other than as a result

of a Force Majeure event or any taking per Section 10 above, or for unforeseen delays by Governmental Authorities relating to License Approvals (or license renewals); or

11.1.5. Work Stoppage.

Prior to completion of the Improvements, construction work on such Improvements shall at any time be discontinued for more than fifteen (15) consecutive business days other than as a result of a Force Majeure event or any taking per Section 10 above, or for unforeseen delays by Governmental Authorities relating to License Approvals (or license renewals); or

11.1.6. Bankruptcy.

The Tenant shall generally fail to pay its debts as such debts become due or shall admit in writing its inability to pay its debts as such debts become due or shall make a general assignment for the benefit of creditors; the Tenant shall commence any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property; or any case, proceeding or other action against the Tenant shall be commenced seeking to have an order for relief entered against the Tenant, as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Tenant or its principals or Affiliates or their debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, liquidation, assignee, trustee, custodian, sequestrator or other similar official for the Tenant, or for all or any substantial part of their respective properties, and (i) the Tenant, shall by any act or omission, indicate its consent or approval of, or acquiescence in such case, proceeding or action, (ii) such case, proceeding or action results in the entry of an order for relief which is not fully stayed . within thirty (30) days after the entry thereof, or (iii) such case, proceeding or action remains undischarged for a period of sixty (60) days or more or is discharged or suspended only pursuant to Section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States bankruptcy law.

11.2. Notice of Default: Cure Period.

Upon the occurrence of a Tenant's Default, Landlord shall, prior to exercising any remedies hereunder, give to Tenant, pursuant to the notice provisions hereof, a Notice of Tenant's Default which shall provide in the case of a Tenant's Default described in Section 11.1. that Tenant shall cure such default within a period of fifteen (15) days from the date of such Notice of Tenant's Default for a monetary default and thirty (30) days (or the extended cure

period described below) for a nonmonetary default. With respect to any Tenant's Default other than a default in the payment of money, which default is of such nature that it cannot, by due diligence, be cured within the foregoing periods of time, if Tenant shall promptly commence the curing of such default, and so long as Tenant is employing best efforts to cure such default, then Tenant shall be entitled to a period not to exceed ninety (90) days to cure such default. There shall exist an Event of Tenant's Default if a Tenant's Default remains uncured after the giving of a Notice of Tenant's Default and the expiration of the foregoing periods to cure.

11.3. Remedies.

If an Event of Tenant's Default exists and Landlord gives Tenant a Notice of Tenant's Default in accordance with subsection 11.2, and Tenant fails to cure the specified default within the applicable cure period allowed by this Lease, then Landlord shall have the following rights:

(A) Landlord may give to Tenant, pursuant to the notice provisions hereof, a notice ("Notice of Termination") which shall provide that unless the default specified in the Notice of Tenant's Default (and again specified in the Notice of Termination) is cured (or a cure is commenced) within thirty (30) days following the giving of the Notice of Termination, then, upon the expiration of such thirty (30) day period, the term of this Lease shall expire and terminate. Upon the occurrence of all of the foregoing events, including the expiration of such thirty (30) day period, then unless such Tenant's Default shall have been cured, the Term of this Lease shall expire and terminate with the same force and effect as though the date so specified were the date herein originally fixed as the expiration date of the Term. The provisions of this subsection shall operate as a notice to quit, any other notice to quit or of Landlord's intention to re-enter the Leased Premises being hereby expressly waived. If necessary, Landlord may proceed to recover possession of the Leased Premises under Applicable Laws. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, everything in this Lease to be done and performed by Landlord shall cease without prejudice, and Tenant shall remain liable for (i) all rent and other sums accrued through the later of termination of this Lease or Landlord's recovery of possession, and (ii) direct damages incurred by Landlord on account of such default.

(B) If Tenant shall fail to cure Tenant's Default within the required cure period, Landlord may exercise any or all of its available rights and remedies, at law or in equity. In addition, if Tenant defaults in the making of any payment or in the doing of any act herein required to be made or done by Tenant, then Landlord may, but shall not be required to, make such payment or do such act, in which event the amount of the expense thereof, with interest thereon at the Default Rate from the date of such payment, and together with interest or other financing charges or expenses (including assignable overhead) incurred by Landlord in curing such default, may be recovered by Landlord from Tenant as additional Rent.

(C) No delay or failure by Landlord to exercise or enforce any of Landlord's rights or remedies shall constitute a waiver of any such rights, remedies or obligations. Landlord shall not be deemed to have waived any default by Tenant unless such waiver is expressly set forth in a written instrument signed by Landlord. No acceptance of full or partial rent during the continuance of any Tenant default shall constitute a waiver of any such default or of such

covenant, agreement, provision or condition. If Landlord waives in writing any default by Tenant, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

11.4. Tenant to Quit Upon Termination.

Upon the expiration or termination of this Lease, Tenant shall quit and peaceably surrender the Leased Premises in good condition, reasonable wear and tear excepted, without further notice, any and all notices to quit, notices of intention to re-enter or any other notices and any institution of legal proceedings hereby being waived; shall, if requested by Landlord, promptly execute and acknowledge a quitclaim deed or other document vesting title to the Leased Premises in Landlord in accordance with Section 6.4, above; and, shall, at its cost and expense, provide Landlord with as-built drawings for all repairs, alterations and improvements made by Tenant to the Leased Premises. Landlord shall, at its own cost, record a termination of lease with the Land Records of Montgomery County, Maryland.

12. LANDLORD'S DEFAULTS

12.1. Events of Landlord's Default.

Any failure by the Landlord to perform, or to comply with, within the applicable time periods any of the covenants, agreements or conditions contained in this Lease to be performed or complied with by Landlord shall constitute a Landlord's Default.

12.2. Notice of Landlord's Default: Cure Period.

Tenant shall, prior to exercising any remedies hereunder, give to Landlord, pursuant to the notice provisions hereof, a Notice of Landlord's Default, and which shall provide that Landlord shall cure such default within thirty (30) days from the date of such Notice of Landlord's Default. With respect to any Landlord's Default, if Landlord shall commence the curing of such default within the period specified in the Notice of Landlord's Default, then Landlord shall be entitled to as long a period to cure such default as may be required by Landlord in the exercise of due diligence in endeavoring to cure such default.

12.3. Tenant's Remedies.

If Landlord shall fail to cure or to commence the cure of Landlord's Default within the required time period, an "Event of Landlord's Default" shall exist. In such event, Tenant may exercise any or all of its available rights and remedies, at law or in equity. In addition, if Landlord defaults in the doing of any act herein required to be made or done by Landlord, then Tenant may, but shall not be required to, do such act, in which event the amount of the expense thereof, if any, with interest thereon at the Default Rate from the date of written notice to Landlord of such expenditure, interest or other financing charges or expenses incurred by Tenant in curing such default, may be recovered by Tenant from Landlord.

12.4. No Waiver.

No delay or failure by Tenant to exercise or enforce any of Tenant's rights or remedies shall constitute a waiver of any such rights, remedies or obligations. Tenant shall not be deemed to have waived any default by Landlord unless such waiver is expressly set forth in a written instrument signed by Tenant. If Tenant waives in writing any default by Landlord, such waiver shall not be construed as a waiver of any covenant, condition or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

13. INDEMNIFICATION

The Tenant hereby agrees, covenants, and warrants to protect, indemnify, and hold the Landlord and its respective officers, members, employees and agents (the "Landlord Indemnified Parties") harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions, including reasonable attorneys' fees, disbursements and the cost of the defense of the Landlord Indemnified Parties in any suit, including appeals, arising out of, or relating in any manner to all work undertaken by Tenant pursuant hereto, activities resulting therefrom, and/or as a result of the Tenant's, or its contractors, subcontractors, agents, employees or invitees presence on, access to, or activities on or about the Leased Premises, or arising from or in connection with Tenant's breach of any term of this lease, provided that Tenant shall not be liable for matters resulting from the negligence or intentional misconduct of the Landlord, its agents, employees, or contractors.

14. ENVIRONMENTAL MATTERS

14.1. Environmental Tests and Reports.

The Landlord shall cooperate with Tenant and any of its environmental consultants and/or contractors to assure reasonable access to the Leased Premises for the purpose of permitting the performance of all environmental tests or studies Tenant desires to undertake, and shall cooperate in all reasonable respects with Tenant in Tenant's efforts to secure any and all environmental approvals, provided that such joinder shall impose no financial burden on Landlord. Tenant shall provide Landlord with copies of all reports prepared in connection with the studies.

14.2. Landlord's Obligations.

Subject to, limited by and contingent up the appropriation of funds and the limits under the Local Government Tort Claims Act, Landlord shall indemnify, defend, protect, and hold harmless Tenant, Tenant's Affiliates, and their respective partners, members, shareholders, trustees, beneficiaries, officers, directors, employees, heirs, representatives, successors, and assigns ("Tenant Indemnified Parties"), from any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs, or expenses (collectively, "Claims") arising from, related to, or in connection with the death of or injury to any person or damage to any property arising from or caused in whole or in part, directly or indirectly, by the presence in, on, under, or about the Leased Premises and the Improvements thereon, or any discharge or release in or from the

Leased Premises of any Hazardous Substance (defined below), to the extent that any such Hazardous Substance was present on the Leased Premises prior to the Lease Commencement Date, or in the event any discharge or release of any Hazardous Substance is caused by Landlord's activities or the activities of any of Landlord's employees, agents or contractors. However, Landlord shall not indemnify the Tenant Indemnified Parties if any release or discharge of a Hazardous Substance and any injury resulting therefrom is caused, or exacerbated, by the Tenant or if any injury is the result of an unauthorized or unlawful entry into or upon the Leased Premises by the Tenant, its employees, agents, contractors, or invitees.

14.3. Tenant's Obligations.

Tenant shall not knowingly cause or permit the escape, disposal or release of any biologically or chemically active or other Hazardous Substances, waste or materials ("Hazardous Substances, Waste or Materials"), or allow the storage or use of Hazardous Substances, Waste or Materials in any manner not sanctioned by law or by the standards prevailing in the industry for the storage and use of such substances, waste or materials, or allow any Hazardous Materials, Waste or Substances to be brought onto the Leased Premises except as are customarily used for purposes of the Project; provided, however, that all such uses, and the storage and disposal of any Hazardous Substances, Wastes or Materials, shall be in strict accordance with all Legal Requirements. Except as provided in Section 14.2 above, Tenant shall defend, indemnify and hold harmless Landlord against and from any liability, claim of liability or expense (including attorneys' fees, court costs and experts' fees) arising out of any Hazardous Substances on the Leased Premises while Tenant is in possession thereof, or while this Lease is in effect or at any time thereafter if caused by Tenant or any person acting under or through Tenant. Without limiting the foregoing, if the presence of any Hazardous Substances caused or permitted by Tenant or any person acting under Tenant results in any contamination of the Leased Premises, or if any contamination occurs either knowingly or unknowingly while this Lease is in effect or while Tenant is in possession of the Leased Premises, then subject to any required payment by the County as provided in Section 14.2 above, Tenant shall promptly take all actions at its sole cost and expense as are necessary to return the Leased Premises to the condition existing prior to the introduction of any such Hazardous Substances to the Leased Premises or as may be required under Applicable Law.

"Hazardous Substances" shall mean (i) hazardous or toxic substances, wastes, materials, pollutants and contaminants which are included in or regulated by any federal, state or local law, regulation, rule or ordinance, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resources Conservation and Recovery Act, and the Toxic Substances Control Act, as any of the foregoing may be amended from time to time; (ii) petroleum products; (iii) asbestos containing materials; (iv) radon, and (v) all other regulated chemicals and materials.

15. FORCE MAJEURE

Notwithstanding anything to the contrary contained in this Lease, all of the parties' obligations hereunder including, without limitation, the Construction Schedule shall be subject to Force Majeure. For any Force Majeure resulting in a delay in either party's performance,

provided that the claiming party is duly and diligently working to end the Force Majeure and minimize the impact of the Force Majeure, the performance of the party claiming Force Majeure shall be extended by one day for each day of delay in such party's performance attributable to the Force Majeure event. Any party claiming Force Majeure must provide the other party with immediate notice of the Force Majeure once the party knows of (or should have known of) the Force Majeure event. The notice must describe the Force Majeure event, the anticipated duration of the Force Majeure, and actions to be taken by the claiming party to end the Force Majeure and minimize its impact.

16. REPRESENTATIONS, WARRANTIES AND COVENANTS

16.1. Tenant's Representations, Warranties and Covenants.

To induce the Landlord to enter into this Lease, the Tenant represents, warrants, and covenants and agrees with the Landlord that:

(A) The Tenant is a non-stock, not-for-profit, 501(c)(3) tax-exempt corporation duly organized and validly existing and in good standing under the laws of Maryland and is duly qualified to enter into this Agreement and undertake the obligations provided for herein.

(B) The Tenant has the full and unrestricted lawful power and authority to enter into and carry out the terms of this Lease or other agreement contemplated herein. The execution, delivery and performance of this Lease and any other agreement contemplated herein, and the consummation of the transactions contemplated hereby and thereby have been or will be as of the Lease Commencement Date, duly authorized and approved by all requisite action, as the case may be, and this Lease and all other agreements contemplated herein, documents contemplated hereby or thereby, when duly executed and delivered, will each constitute a valid and binding agreement of the Tenant and, as applicable, its Affiliates, enforceable in accordance with its terms.

(C) Except for the Development Approvals, License Approvals, and approvals required in this Agreement, no consent, approval or authorization of any other person or entity is required to be obtained by the Tenant in connection with the execution, delivery or performance of this Lease or any other agreement contemplated herein.

(D) Neither the execution or delivery of this Lease, or any other agreement contemplated herein, nor the consummation of the transactions contemplated hereby or thereby, will, as to the Tenant, its principals or Affiliates, where applicable: (i) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under its or their organizational documents (including without limitation articles of incorporation, bylaws, certificates of limited partnership or partnership agreements) or any agreement or instrument to which it is a party or is subject; (ii) violate any agreement, restriction, easement, restrictive covenant, or instrument to which it is a party or to which it or any of its assets is subject; or (iii) to its knowledge, constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order.

(E) There are no actions, suits, proceedings or investigations pending or, to the knowledge of the Tenant, threatened against or affecting the Tenant, its members or Affiliates which question the validity of this Lease or any agreement, instrument or document delivered or to be delivered pursuant hereto or thereto, or any action taken in, under or in connection with any of the provisions of hereof or thereof, at law or in equity, before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, and the Tenant has no reason to believe that any such action, suit, proceeding or investigation may be brought or threatened against the Tenant.

(F) The Tenant has not retained any person or entity to solicit or secure this Lease from the Landlord upon an agreement or understanding for a commission, percentage or brokerage fee, other than bona fide employees or bona fide established commercial selling agencies retained by the Tenant for the purpose of securing business, and other than attorneys rendering legal services.

(G) The Tenant shall use its best efforts to take, or cause to be taken, all actions necessary or desirable to cause the representations and warranties of the Tenant set forth herein to be true and correct during the term of this Lease. The Tenant shall refrain from taking any action which would cause, or threaten to cause, any such representation or warranty to become untrue or incorrect at any time during such period.

(H) Tenant has (i) satisfied or waived all conditions precedent to the execution of this Lease to the extent the satisfaction or waiver of such conditions precedent is within Tenant's control and (iii) not caused any Hazardous Substances to be deposited on the Leased Premises prior to the date hereof.

16.2. Landlord Representations and Warranties.

To induce the Tenant to enter into this Lease, the Landlord represents and warrants to, and covenants and agrees with, the Tenant as follows:

(A) The Landlord is a political subdivision of the State of Maryland and has the full and unrestricted lawful power and authority to enter into and carry out the terms of this Lease. The execution, delivery and performance of this Lease and the consummation of the transactions contemplated hereby and thereby have, been duly authorized and approved, and this Lease and all other agreements, documents and instruments contemplated hereby or thereby, each will constitute a valid and binding agreement of the Landlord, enforceable in accordance with its terms.

(B) Neither the execution and delivery of this Lease, nor the consummation of the transactions contemplated hereby or thereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, the Landlord's charter or the

Montgomery County Code, or any agreement or instrument to which it is a party; or constitute a violation of any applicable judgment, decree or order or, to the Landlord's knowledge, any applicable code, resolution, law, statute, regulation, ordinance or rule.

(C) Subject to the terms of this Lease, the Landlord, shall reasonably cooperate with the Tenant to facilitate the processing of such plans, permit applications and easements for the benefit of public utilities as are necessary for the development of the Improvements.

17. GENERAL CONDITIONS

17.1. Disputes.

The Tenant hereby consents and submits to the jurisdiction of the courts of Montgomery County, Maryland for all purposes in connection with the resolution of controversies or disputes hereunder. The Tenant irrevocably consents to the service of process or notice of motion or other application to any of the aforementioned courts, and any papers in connection with any proceedings before any of such courts, by the mailing of copies thereof by certified or registered mail, postage prepaid, to the Tenant at its address designated in Section 17.7 of this Agreement.

17.2. Use of Words and Phrases.

Use of the singular shall include the plural and use of the plural shall include the singular as appropriate. Where this Agreement requires the performance of obligations, such performance, unless otherwise stated, may be performed by the party or its contractor or agent on its behalf.

17.3. Landlord Approvals.

Approvals and consents required from the Landlord in this Lease do not substitute for regulatory approvals required under Applicable Law, and regulatory approvals by the Landlord required by law or regulation do not substitute for approvals and consents required from the Landlord in this Lease. Any time the Tenant's or Landlord's approval or permission is required by this Lease, such approval must be in writing.

17.4. Construction of Document.

Both parties to this Lease are represented by counsel and this Agreement reflects input from both parties. Therefore, in the event of a dispute over, or any ambiguity of, the terms of this Lease, the parties agree that common law rules of construction in favor of one party or against another party shall not apply.

17.5. No Discrimination.

No covenant, agreement, lease, rental contract, conveyance, or other instrument shall be effected or executed by the Tenant, or any of its successors or assigns, whereby any portion of the Leased Premises is restricted upon the basis of race, sex, sexual orientation, religious creed,

color, national origin, marital status, age or disability in the sale, lease, rental, use, or occupancy thereof. The Tenant will comply with Federal, State, and local laws prohibiting discrimination upon the basis of race, sex, sexual orientation, religious creed, color, national origin, marital status, age, or disability in the development and operation of the Leased Premises and/or the Improvements.

17.6. No Partnership or Joint Venture.

It is mutually understood and agreed that nothing contained in this Lease is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of partners or creating or establishing the relationship of a joint venture between the Landlord and the Tenant or as constituting Tenant as the agent or representative of the Landlord for any purpose or in any manner under this Lease, it being understood that Tenant is a separate entity.

17.7. Notice.

Any notice or communication under this Lease by the Landlord to Tenant or by Tenant to the Landlord must be in writing and shall be sufficiently given or delivered if dispatched by either (a) certified mail, postage prepaid, return receipt requested, (b) nationally recognized overnight delivery service, or (c) hand-delivery (if receipt is evidenced by a signature of the addressee or authorized agent). Notices shall be addressed as follows:

in the case of a notice or communication to Tenant, as follows:

CASA, Inc.

8151 15th Ave

Hyattsville, MD 20783

Attn: Gustavo Torres, Executive Director

gtorres@wearecasa.org

Melissa Guzman, COO

me.guzman@wearecasa.org

With copy to:

Marc E. Miller, Esq.

Donohue, Themak & Miller, PLC

117 Oronoco Street

Alexandria, Virginia 22314

in the case of a notice or communication to the Landlord, as follows:

Montgomery County Government
Office of the County Executive
101 Monroe Street, Second Floor
Rockville, Maryland 20850

Attention: Chief Administrative Officer

with a copy to:

Montgomery County Government
Department of General Services
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attention: Director

with copy to:

Montgomery County Government
Office of the County Attorney
101 Monroe Street, Third Floor
Rockville, Maryland 20850
Attention: County Attorney

or addressed to such other address in respect to any of the foregoing parties as that party may, from time to time, designate in writing, dispatched as provided in this Section.

All notices and approvals required in this Lease must be in writing to bind the submitting or receiving party.

17.8. Conflicts of Interest.

No member, official, representative, or employee of the Landlord or the Tenant shall take any action regarding this Lease, or any agreements relating thereto which conflicts with or is prohibited by any ethical requirements to which they are subject.

17.9. Performance on Saturday, Sunday or Holiday.

Whenever the provisions of this Lease call for the performance of any act on or by a date that is not a Landlord business day, including the expiration date of any cure periods provided herein, then such payment or such performance shall be required on or by the immediately succeeding Landlord business day.

17.10. State Law.

This Agreement shall be interpreted in accordance with the laws of the State of Maryland.

17.11. No Brokers.

Landlord and Tenant each warrant to the other that no broker or agent has been employed with respect to this Lease and each agrees to indemnify and hold the other harmless from any

claim by any broker or agent claiming compensation in respect of this Lease based on an alleged agreement by Landlord or Tenant, as the case may be.

17.12. Recordation of Lease.

This Lease shall be recorded among the Land Records of Montgomery County, Maryland at the expense of Landlord.

17.13. Entire Agreement.

This Lease cannot be changed or terminated orally. This Lease, and the Exhibits attached hereto, contains the entire agreement between the parties and is intended by the parties to be an integration of all agreements between the parties concerning the terms of this Lease. Any agreement hereafter made shall be ineffective to change, modify or discharge this Lease in whole or in part, unless such agreement is in writing and signed by the parties hereto.

17.14. Severability.

If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid and shall be enforced to the fullest extent permitted by law.

17.15. Obligations to Run with the Land.

The parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals in this Lease contained, shall be construed as covenants running with the land, and as extending to, inuring to the benefit of, and being binding upon Landlord and Tenant and their successors and assigns, to the same extent as if the said successors and assigns were herein named as original parties hereto, all to the end that this Lease shall always bind the owner and holder of any interest whatsoever in or to the Leased premises, and the Improvements thereon. All provisions of this Lease shall be construed to be "conditions" and "covenants" as though language specifically expressing or importing covenants and conditions were used in each separate provision of this Lease.

17.16. Gender; Number; Multiple Parties.

Words of any gender used in this Lease shall be held to include any other gender; words in the singular number shall be held to include the plural; and words in the plural shall be held to include the singular; all when the sense requires. If Landlord or Tenant is composed of more than one person or entity, then such person(s) or entity(ies) shall be jointly and severally liable for all obligations of Landlord or Tenant hereunder, as the case may be.

17.17. Captions for Convenience.

The captions and titles, and the Section and Paragraph headings (including the index and table of contents) are inserted only for convenience, and are in no way to be construed as part of this Lease, or as a limitation on the scope of the particular provisions to which they refer.

17.18. Counterparts.

This Lease may be executed in multiple counterparts,' each of which shall constitute an original and all of which together shall constitute one agreement. The cover sheet of each such counterpart shall indicate the total number of counterparts executed by the parties, and the recipient of such counterpart.

17.19. Consents Not to Be Unreasonably Withheld.

Wherever it is provided in this Lease that anything or matter is subject to the judgment or satisfaction of Landlord or that the consent, approval, action or permission of Landlord is required, Landlord covenants and agrees that the term "judgment" or "satisfaction", as the case may be, shall be deemed to mean " reasonable judgment" or "reasonable satisfaction" and that any such consent, approval, action or permission shall not be unreasonably withheld, conditioned or delayed.

17.20. Waiver of Jury Trial.

Landlord and Tenant waive trial by jury in any action or proceeding brought by either of them against the other or on any claim, crossclaim or counterclaim in respect thereof on any matters whatsoever arising out of, or in any way connected with, this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim, injury or damage under or in connection with this Lease.

17.21. Liability of Landlord.

Any obligation or liability of the Landlord arising in any way from this Lease is subject to, limited by and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements provided for in state law, including the Local Government Tort Claims Act. This Agreement is not intended to create any rights or causes of action in any third parties or to increase the Landlord's liability above the caps established by law.

17.22. Effective Date.

The Effective Date of this Lease as inserted in the heading in Page 1 of the Lease shall be the date that this Lease is fully executed and delivered by Landlord.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Lease on the date written below.

LANDLORD:

MONTGOMERY COUNTY, MARYLAND



By: Fariba Kassiri
Deputy Chief Administrative Officer

Date: 6/22/23

WITNESS:



TENANT:

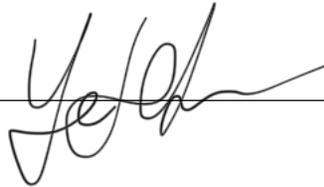
CASA, Inc.



By: Gustavo Torres
Its: Executive Director

Date: 6/22/2023

WITNESS:



APPROVED FOR FORM AND LEGALITY

Neal Anker

6/22/2023

Neal Anker
Associate County Attorney

Date

EXHIBIT "C"

CONSTRUCTION SCHEDULE

Design Completion	June 2023
Permitting	July – September 2023
Construction	October 2023 – January 2025
Training Center Occupancy	October 2024
Final Completion and Office Occupancy	January 2025