LEASE AGREEMENT

BETWEEN

MONTGOMERY COUNTY, MARYLAND

AND

THE FAMILY FOUNDATION, INC.

DATED 8/25/99

TABLE OF CONTENTS

Article

1. Premises
2. Term
3. Use of the Premises
4. Rent: Rental Adjustments
5. Termination for Convenience of Government
6. Use of the All-Purpose Room by the Community, Department of Recreation and other County Agencies
7. Use of Play Areas and Fields
8. Parking
9. Capital Improvements
10. Operating Expenses
11. Fixtures and Equipment
12. Condition of Premises
13. Liability, Property Damage and Fire Insurance
14. Hold Harmless
15. Responsibilities of Lessee
16. Destruction of Premises
17. Default
18. Eminent Domain
19. Assignment and Subleasing
20. Marketability of Lease
21. Access
22. Surrender of Possession
23. Holdover
24. Notice of Defects
25. Lessor's Title and Covenant of Quiet Enjoyment
26. Compliance with Laws
27. Benefit and Burden
28. Disputes
29. Waiver
30. Non-Discrimination
31. Contract Solicitation
32. Public Employment
33. Force Majeure
34. Resident Agent
35. Prohibition of Hazardous Substances
36. Mailing Notices
37. Indemnity Bond
38. General Provisions

Exhibit A - Leased Premises
Exhibit B - Capital Improvements

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), entered into this 25th day of August, 1999 by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as "Lessor") and THE FAMILY FOUNDATION, INC. (hereinafter referred to as "lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to a Lease Agreement dated August 31, 1989 (hereinafter referred to as the "Original Lease"), which is attached hereto and made a part hereof as Exhibit (A) under which Lease the Lessee occupies the premises known as the Aspen Hill Elementary School, Rockville, Maryland; and

WHEREAS, the Original Lease expired at midnight, June 30, 1994; and

WHEREAS, the Lessee has been in a month-to-month tenancy; and

WHEREAS, Lessor and Lessee wish to enter into another lease agreement for an additional term of ten (10) years; and

WHEREAS, the former Montgomery County Administrative Procedure for the Leasing of Closed Schools dated September 10, 1998, hereafter referred to as the Administrative Procedure, sets forth as its primary objectives that such leases will:

a. Be in the best interest of the County, while recognizing the contribution of the Lessee to the County;

b. Preserve the availability of the Closed School building for future public use;

c. Treat all Lessees or potential Lessees in a fair and equitable manner that is open to public scrutiny; and

d. If entered into by the private sector, be in conformance with the Administrative Procedure.

WHEREAS, the said Administrative Procedure recognizes the important role that closed schools play in a community; the need to assure these closed schools continue to be positive influences in the community; the need to reduce the County's cost of maintenance for closed schools; the public interest in earning revenue to the County based upon the value of closed schools and the benefit of facilities services provided by closed school Lessees to the County;

NOW THEREFORE, in consideration of the terms and conditions of 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. PREMISES: Lessor does hereby lease and demise unto Lessee the premises described as the Aspen Hill Elementary School, Rockville, Maryland, (hereinafter referred to as "Leased Premises"). The Leased Premises shall include the building, walkways, play areas, parking lot, driveway and land contiguous to the building, as outlined in red on Exhibit A attached hereto and made a part hereof. The Leased Premises is leased and accepted in its "as is" condition.

2. TERM: The term hereby created shall be ten (10) years, based on the Lessee's contribution of capital improvements which include Parking Lot and Roof repairs as fully described in Exhibit B. The Commencement date shall be September 1, 1999 and shall expire at midnight on August 31, 2009. The initial term may be extended at the option of the Lessee for two additional and consecutive five (5) year periods. In the event that Lessee elects to extend the term, all terms and conditions shall continue and shall apply, including but not limited to annual rental adjustments from the last year of the term being extended. Notwithstanding the foregoing, Lessee shall have the one time right to terminate this Lease with thirty (30) days' notice if the retroactive rent credit for improvements made ~~is not granted.~~ (IDENTIFIED ON EXHIBIT C) IS NOT GRANTED. SMC

3. USE OF THE PREMISES: The Leased Premises shall be used only for the provision of educational services and related activities, and for community and Lessor's use as set forth in Articles 6 and 7, hereof. Lessee agrees that its use of the Leased Premises, including any use of the premises by sublessees, shall conform fully with all applicable zoning ordinances, and will be subject to all rules, regulations, statutes, permits or any other requirements for the use and occupancy of the Leased Premises as established by all appropriate authorities having jurisdiction.

4. RENT: RENTAL ADJUSTMENTS

A. The annual rental rate shall be FORTY-THREE THOUSAND, SIX HUNDRED EIGHTY-ONE AND 16/100 ($43,681.16) DOLLARS, payable in twelve equal installments, during each lease year, of THREE THOUSAND, SIX HUNDRED FORTY AND 10/100 DOLLARS. This rental rate has been determined by the method of increasing the current rental paid pursuant to the Original Lease by the CPI; annual adjustment as set forth in 4D below.

B. The first monthly payment hereunder shall be due on the commencement date of the lease term. All payments thenceforth shall be due and payable on the first day of each month during the lease term, at the Division of Revenue, P.O. Box 6210, Rockville, Maryland 20849-6210.

C. Should the Lessee fail to submit monthly rental payments in the above described manner, and should said failure continue for more than ten (10) calendar days after the first day of the month for which such rental payment is due and payable, Lessee shall pay to Lessor, in addition to and as a part of the rental payment in question, a late penalty of five percent (5%) of said monthly rental payment. Should Lessee's failure to pay continue for more than twenty (20) calendar days after a monthly payment becomes due and payable Lessee shall pay to Lessor, in addition to and as a part of the rental

payment in question, a late penalty of fifteen percent (15%) of said monthly rental payment. Should Lessee's failure to pay continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, Lessor shall have the right to terminate this Lease, recover possession of the Leased Premises and pursue any other legal remedies available to Lessor under the laws of the State of Maryland.

D. To the annual rent payable by Lessee during the previous lease year shall be added that sum representing one hundred percent (100%) of the amount resulting after (1) multiplying said annual rent payable during the previous lease year by a fraction, the numerator of which shall be the index now known as the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price index for All Urban Consumers, National Average, All Items (1984 = 100), or its successor, for the month two months prior to the last month of the previous lease year and denominator of which shall be said index for the month two months prior to the first month of the previous lease year and (2) subtracting from such product the annual rent payable during the previous lease year. In any event, and notwithstanding the results obtained through the above calculation, the Lessee's adjusted annual rent will not be less than 103%, nor more than 105% of the rent paid by Lessee the previous year.

5. TERMINATION FOR CONVENIENCE OF GOVERNMENT: This Lease and all obligations hereunder may be terminated by Lessor at any time upon five (5) years written notice to the Lessee. An approved project involving the Leased Premises must be included in the County's Adopted Capital Improvement Program in order for the Lessor to terminate the Lease under this provision. The notice period will commence upon the final approval by the County Council of the

CIP project as evidenced by mailing of such written notice of termination in accordance with Article 36 herein. In the event the Lessee is a private school, the Lessor agrees that under no circumstances will the Lessee be required to surrender the Leased Premises during the normal and usual school year, defined to be September 1 to July 1.

6. USE OF ALL-PURPOSE ROOM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES: Subject to a nominal charge for utilities to be jointly determined by Lessee and the Interagency Coordinating Board, the All-Purpose Room shall remain available to the community during the term of this Lease. Lessee agrees to make the All-Purpose Room available Monday through Saturday during the daytime from 9:00 A.M. to 6:00 P.M., but only when such use will not interfere with Lessee's previously scheduled daytime activities. For the purposes of this Lease, "Lessee's activities" are defined as those programs and activities directly related to the Lessee's approved occupants. All requests to use the All-Purpose Room will be channeled directly to the Interagency Coordinating Board and placed according to the priorities indicated in the Guidelines for the Community Use of Educational Facilities and Services. Lessee understands and agrees that no rental of the All-Purpose Room is to be made except through the Interagency Coordinating Board. Lessee agrees to provide the Interagency Coordinating Board with a schedule of its activities for the All-Purpose Room on a semi-annual basis, i.e., the Fall/Winter schedule (October-March) must be submitted by September 15 and the Spring/Summer schedule (April-September) by February 1. Times not scheduled for daytime activities by the Lessee shall be presumed to be available for community use. Lessee agrees to make the All-Purpose Room available Monday through Saturday at night from 6:00 P.M. to 11:00 P.M. and all day Sunday from 9:00 A.M. to 11:00 P.M., but only when such use will not interfere with Lessee's previously scheduled activities during these times, as submitted by the Lessee in its semi-annual schedule. The above notwithstanding, the Lessee agrees to honor and allow any activities scheduled in the All-Purpose Room through the Interagency Coordinating Board prior to the date of execution of this Lease. Any use for the Lessee deviating from its previously submitted schedule will be subject to the approval of the Interagency Coordinating Board. Lessee agrees to make the All-Purpose Room available, upon request from the Interagency Coordinating Board, to the Montgomery County

Supervisor of Elections for use as a polling facility during the day, if necessary, during primary, general and special elections, irrespective of Lessee's prior scheduled activities. Lessor shall hold Lessee harmless and defend Lessee from any claim of liability made or arising out of community or Lessor's use of the Leased Premises except for damage or liability arising from the negligent acts or omissions of Lessee, Lessee's agents, employees, guests or contractors.

7. USE OF PLAY AREAS AND FIELDS: All outdoor recreation and athletic fields will remain available, on a continuing basis, for use by the community after 5:00 P.M., Monday through Friday, and all day Saturday and Sunday, subject to variance by the Parks and Planning Commission and/or Community Use of Schools. Lessee will work jointly with the Maryland National Capital Park and Planning Commission, the County Department of Recreation, and Community Use of Schools with regards to Lessee's use and scheduling of the outdoor recreation areas. Lessee will have the exclusive use of outdoor recreation and athletic fields until 5:00 P.M. Monday through Friday. In consideration therefore, Lessee agrees at all times to keep such areas mowed, trees and shrubs pruned as necessary, equipment in good repair and such areas clean and neat in appearance. In the event Lessee desires use of these areas during the times reserved for the community, Lessee will schedule such use with the Maryland-National Capital Park and Planning Commission, the Community Use of Schools or The Department of Recreation, as appropriate. . Lessor shall hold Lessee harmless and defend Lessee from any claim of liability made or arising out of community or Lessor's use of the Leased Premises except for damage or liability arising from the negligent acts or omissions of Lessee, Lessee's agents, employees, guests or contractors.

8. PARKING: Lessee shall be entitled to full use of the parking facilities which are a part of the Leased Premises. Parking for Lessee and any other occupants of the building, their staff, clients and guests will be confined to the existing surfaced parking areas. The above notwithstanding and subject to the provisions of Paragraph 9, Lessee may add parking facilities subject to approval as a capital improvement. Lessee shall, at Lessee's risk and expense, be responsible for the ongoing maintenance, cleaning, and repair of said parking facilities. The Lessee shall grant access to said parking facilities to the Lessor's representatives at all times or community

users of the premises during times of community use as set forth in Articles 6 and 7 hereinabove. Lessee agrees to make repairs as necessary to maintain the parking area in a safe state and as necessary for compliance with any laws, including, but not limited to the Americans with Disabilities Act [42 U.S.C. 1210], et. seq.

9. CAPITAL IMPROVEMENTS:

A. Capital Improvement Definitions:

1. Elective Capital Improvements are improvements or additions made by Lessee to meet its programmatic needs, which are not otherwise required for the preservation of the building structure or systems or which are mandated by County, State, or Federal Code or Regulation.

2. Non-Elective Capital Improvements are roof replacement, boiler replacement, HVAC system replacement, replacement of failing exterior structural walls, electrical system replacement, conversion from oil fired boilers to gas heat, asbestos removal, underground storage tank removal, window replacement (excepting window pane replacement), capital improvements required to protect and preserve the Premises, and other items mandated by County, State, or Federal Code and/or regulations.

3. Qualified Capital Improvements are Elective or Non-Elective Capital Improvements or additions that have been reviewed and approved in writing by Lessor and specifically identified in that approval as Qualified Capital Improvements.

B. Approval Process for Non-Elective and Elective Capital Improvements:

1. Lessee must obtain the prior written consent of Lessor for all Capital Improvements. Lessee must submit complete plans, drawing, and specifications at least 45 days prior to beginning work. Lessee's submittal must be of sufficient detail and content to permit the Lessor

to fully evaluate Lessee's anticipated project. In the event the Capital Improvements are of an elective nature, two copies of the submission must be sent by Lessee to Lessor. Lessor will respond in writing to Lessee's submission within 45 days of the receipt of all required documentation. Lessor reserves the right to deny approval of any and all improvements proposed by Lessee.

2. In the event of an emergency need for a capital improvement, Lessee will notify Lessor immediately, and Lessor will respond within a reasonable and appropriate period of time, as dictated by the emergency situation.
3. Lessor has the right to inspect all work and materials before, during and after construction.
4. The total cost of all Capital Improvements will be borne solely by Lessee. Lessee will be solely responsible for obtaining all permits and licenses from all appropriate County, State, and/or municipal authorities.

C. Rent Credits for Capital Improvements

The Lessor may credit the Lessee's annual rent in an amount not to exceed fifty percent (50%) of the annual amortized cost of qualified capital improvements as defined herein. Said annual rent credit will be subject to the following conditions:

1. Rent credits will not exceed fifty (50%) of the Lessee's current annual rent.
2. Lessee will not be entitled to credit for any finance charges, fees, administrative costs, bonds, permit fees, insurance, operating, maintenance, or repair expenses, or any other costs except the actual cost of construction and/or installation of capital improvements, which costs must be fully documented by Lessee.

3. Capital improvements completed by Lessee without the prior written approval of the Lessor will not receive rent credit.
4. Lessor has the right to audit all construction or other costs for which Lessee requests credit.
5. Lessor has the right to inspect all work and materials before, during, and after construction.
6. In the event the work performed is not in compliance with the plans and specifications previously approved by Lessor, Lessee will immediately undertake any necessary corrections at Lessee's sole risk and expense. Corrective measures are not eligible for reimbursement. If Lessee fails to take corrective actions, Lessee's right to rent credits for that capital project will be terminated. If necessary in the sole reasonable judgement of Lessor, Lessor may perform the corrective action and charge Lessee the cost of that corrective action as additional rent hereunder.
7. Rent credits for elective improvements will be made only to the degree that said improvements are determined, at the sole determination of Lessor, to be of value to Lessor and/or other public agencies.
8. The foregoing rent credit provisions will not be in force and effect in the event of default by Lessee of any of the terms and conditions of the Lease Agreement.
9. Only improvements approved and completed after the effective date of the Administrative Procedure will be eligible for rent credits.

10. Amortization of capital improvements will be made over their anticipated useful life. In order to determine an appropriate amortization schedule for capital improvements, in connection with the herein set forth rent credits, the anticipated life of such improvements will be determined by the IRS depreciation lifespan schedule.

D. Reimbursement of Unamortized Improvements in the Event of early Termination by Lessor: In the event Lessor terminates this Lease for reasons other than default on the part of the Lessee, Lessor will reimburse Lessee for up to fifty (50%) percent of the cost of qualified capital improvements, pro-rated to reflect the remaining unamortized portion of their initial cost beyond the date of any such termination, less any rent credits for capital improvements already granted to Lessee, upon presentation to the Lessor of documentation as to the cost of the improvements and the contractor's or manufacturer's warranty. This reimbursement will be subject to the following conditions:

1. Reimbursement will be subject to appropriation. In the event Lessor is unable to secure the funding necessary to reimburse Lessee, the Lessor will not terminate the Lease until such time as funding is appropriated.
2. In no event will Lessee be entitled to receive reimbursement from both the Lessor and any other public agency for the same, like item, or work of any nature or description.
3. Capital improvements performed by Lessee without the prior written approval of the Lessor will not receive reimbursement.
4. In the event the work performed is not in compliance with the plans and specifications previously approved by Lessor, Lessee will

immediately undertake any necessary corrections at Lessee's sole risk and expense. Corrective measures are not eligible for rent credits or amortized reimbursement by Lessor. In the event Lessee fails to take the corrective action as requested by Lessor, Lessee will forfeit its right to rent credits or reimbursement.

5. Lessor will not reimburse Lessee for any capital improvements in the event Lessee vacates the premises before the end of the lease term, whether voluntarily or pursuant to legal action for breach.

6. This reimbursement provision will not be in force and effect in the event of default by Lessee of any of the terms and conditions of the Lease Agreement.

7. Lessee will not be entitled to reimbursement for any finance charges, fees, administrative costs, bonds, permit fees, insurance, operating, maintenance or repair expenses, or any other costs not directly attributable to the actual construction and/or installation of Capital Improvements.

8. Lessee will not be entitled to reimbursement for Elective Capital Improvements unless the improvements are, at the sole discretion of Lessor, determined to be qualified Elective Capital Improvements.

10. OPERATING EXPENSES:

A. The Lessee will be fully responsible, at the Lessee's sole risk and expense and subject to Section 9, to perform all maintenance, repair, and/or replacement which the Lessor will determine in its sole discretion is required to protect the Leased Premises from damage or deterioration.

B. The Lessee assumes, at the Lessee's exclusive risk and expense and subject to Section 9, full responsibility for the maintenance, repair, and/or replacement of, including, but not limited to, the building and equipment,

fixtures, roof, windows, floors, walls, electrical systems, heating and air conditioning systems, and plumbing systems.

C. The Lessee is fully responsible at the Lessee's sole risk and expense, for all operating expenses for the Leased Premises, including, but not limited to, utility bills and expenses, janitorial services, trash removal, pest control, grounds maintenance, preventive maintenance, day to day minor and major maintenance, tree removal, fence repair and/or replacement, repair or replacement of playground equipment.

11. FIXTURES AND EQUIPMENT: All items which are attached to the building, or are a part of the building's systems at the time the building is delivered to Lessee, shall remain with the building and shall be delivered to Lessee along with the building. All moveable partitions, trade fixtures, floor coverings or equipment installed within the Leased Premises at Lessee's expense shall remain the property of Lessee and may be removed by Lessee at the expiration or other termination of this Lease. Lessee shall, however, repair any damage caused by reason of said removal. Any personal property of Lessee remaining within the Leased Premises after expiration or other termination of this Lease shall become property of the Lessor. The Lessor shall dispose of any such property in the manner it deems appropriate.

12. CONDITION OF PREMISES: Lessee accepts the Leased Premises in "as is" condition, and Lessee agrees to maintain the Leased Premises, including all improvements therein, in good condition and state of repair throughout the term of this Lease and any extension thereof. For purposes of maintenance and upkeep, the Leased Premises shall include the building, walkways, parking lot, driveway, play areas and other grounds contiguous to the building. Lessee agrees to keep the Leased Premises clean and neat in appearance at all times, and to keep grass trimmed, trees

treated and shrubbery pruned as necessary to maintain them in good condition and appearance. Lessee agrees to make repairs as necessary for the safe use of the Leased Premises, including changes necessary to comply with law, including, but not limited to changes, if required, to comply with the Americans With Disabilities Act [42 U.S.C. 1210], et. seq.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Lessee agrees to obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of $1,000,000 (one million dollars) for bodily injury and property damage including fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to Lessor.

B. Lessee agrees to obtain and maintain, during the term of the Lease, and any extension thereof, a policy of workers compensation and employers liability coverage in the amount of $100,000 for bodily injury by accident (each person) or by disease (each person) and $500,000 for bodily injury by disease (policy limits).

C. Lessee agrees to obtain and maintain, during the term of the Lease, an All Risk Property policy covering 100% of the content of the Leased Premises.

D. The general liability policy must list Montgomery County as additional insured and all policies must provide Montgomery County 60 days written notice of cancellation.

E. The Lessee shall, within ten (10) days from execution of this instrument deliver to Lessor a certificate(s) of insurance evidencing the coverage enumerated above. The certificate(s) must be issued to Montgomery County, Maryland, Department of Public Works and Transportation, Division of

Facilities and Services, 110 N. Washington Street, Rockville, Maryland 20850. Lessee has the obligation to assure that Lessor always has a valid Certificate of Insurance.

F. Lessee will indemnify Lessor and save it harmless from and against any and all claims, action, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence upon or at the Leased Premises, or the occupancy or use by Lessee of the Leased Premises or any part thereof, or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, guests or employees, excepting claims arising out of the acts, omissions or negligence of Lessor, the Lessors agents contractors and employees. Lessee shall indemnify Lessor against any penalty, damage or charge incurred or imposed by reason of Lessee's violation of any law or ordinance. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless.

14. HOLD HARMLESS: Lessee agrees to hold harmless and pay for the defense of the Lessor from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Lessee's use or possession of the premises, including play fields and play areas, breach of this Lease and from any claim, action, damage, liability or expense occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the Lessor, the Lessor's employees, agents and contractors. Lessee further specifically agrees to hold Lessor harmless and pay for the defense of Lessor from any claim of liability made in connection with any construction or installation of equipment within the Leased Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described.

15. RESPONSIBILITIES OF LESSEE: Lessee covenants and agrees as follows:

A. Lessee shall not strip, overload, damage or deface the Leased Premises, hallways, stairways or other approaches thereto or the fixtures therein or used therewith, nor suffer or permit any waste in or upon said Leased Premises.

B. Lessee shall not keep gasoline or other flammable material or any explosive within the Leased Premises which will increase the rate of fire insurance on the Leased Premises beyond the ordinary risk established for the type of operations described in Article 3 hereof. Any such increase in the insurance rate due to the above, or due to Lessee's special operations within the Leased Premises, shall be borne by Lessee. Lessee shall not willfully do any act or thing in or about the Leased Premises which may make void or violable any insurance on the Leased Premises, and Lessee agrees to conform to all rules and regulations established from time to time by the Lessor, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

C. Lessee shall not use or allow to be used the Leased Premises or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a nuisance to adjacent properties or the adjacent neighborhood.

D. Lessee shall not place upon the Leased Premises any placard, sign, lettering or awning except such, and in such place and manner as shall have been first approved in writing by Lessor. Lessor's approval shall not be unreasonably withheld.

E. Lessee acknowledges that all responsibilities of Lessee relating to the use or misuse of the Leased Premises and anything therein shall be construed to include use or misuse thereof by Lessee's agents, employees, patrons, guests and sublessees.

F. Lessee shall comply with all reasonable rules and regulations with regard to the use of the Leased Premises that may be from time to time promulgated by Lessor, and any violation of said rules and regulations shall be deemed to constitute a violation of this Lease. It is understood that such rules and regulations shall not interfere or prevent the intended uses of the demised premises as set forth in this Lease. Notice of any rules and regulations regarding the use of the Leased Premises will be given to Lessee and will become a part of this Lease Agreement, as an attachment, as promulgated.

16. DESTRUCTION OF PREMISES:

A. In the event that the Leased Premises are destroyed or damaged from whatever cause so as to render all or a substantial portion of the premises unfit for the purposes for which the premises were leased, and the repair of said destruction or damage cannot reasonably be accomplished by Lessor within ninety (90) days from the date of such damage, Lessee and Lessor shall each be entitled to terminate this Lease by written notice to the other within thirty (30) days after the date the irreparable destruction or damage occurred.

B. In the event that the Lessor is able to undertake the repair of the Leased Premises and determines it is in Lessor's best interest to do so, Lessor shall complete said repairs within ninety (90) days from the date of destruction or damage and this Lease shall not be affected, except that during reconstruction

rental payments shall be reduced by a percentage corresponding to the portion of the Leased Premises to which Lessee is denied normal occupancy and use.

C. In the event that Lessor does not repair the Leased Premises as hereinabove provided, Lessee shall not be entitled to any compensation or payment from Lessor for the value of any remaining term of the Lease, including reimbursement for any capital or non-capital improvements made by Lessee to the Leased Premises.

17. DEFAULT:

A. Lessee shall be considered in default of this Lease upon the occurrence of any of the following:

1. Failure to perform under any term, covenant or condition of this Lease and the continuance thereof for thirty (30) days after written notice from Lessor specifying said failure, or such lesser time as the exigencies of the situation may require.
2. The commencement of any action or proceeding for the dissolution or liquidation of Lessee, or for the appointment of a receiver or trustee of Lessee's property, and the failure to discharge any such action within thirty (30) days.
3. The making of any assignment for the benefit of Lessee's creditors.
4. The abandonment of the Leased Premises by Lessee.

B. In the event that the Lessee shall be found in default as hereinabove stated, and shall fail to cure said default within thirty (30) days after written notice from the Lessor (or such period as may be reasonably required to correct the default with exercise of due diligence), or such lesser time as the exigencies of the situation may require, which period shall run simultaneous with the

curative period as provided in Article 17A(1) herein, then, and in every such case thenceforth, at the option of the Lessor or Lessor's assigns, the Lessee's right of possession shall thereupon end, and the Lessor may proceed to recover possession under the laws of the State of Maryland.

18. EMINENT DOMAIN:

A. In the event that the Leased Premises, or any improvements thereto, shall be taken by any governmental or quasi-governmental authority pursuant to its power of eminent domain, Lessee shall be entitled to claim the unamortized, undepreciated portion of capital expenditures for improvements and betterments made by Lessee to the Leased Premises at the Lessee's expense, excepting routine repairs to the premises, and shall make no further claim for compensation or assert any other right which Lessee may have to any portion of any award made as a result of such governmental taking.

B. The Lessor shall receive any award for the fair market value of the land upon which the improvements are located and for the improvements except as otherwise provided herein.

C. Nothing contained hereinabove shall be construed to preclude Lessee from claiming, proving and receiving, in a separate claim filed by Lessee against the authority exercising the power of eminent domain, such sums to which the Lessee may be entitled as compensation, provided that such a separate claim does not interfere with or reduce the Lessor's award.

D. Lessor, or Lessee, at its option, may terminate this Lease upon exercise of eminent domain by a condemning authority that renders the Leased Premises unfit for the use and purpose set forth in Article 3 herein.

19. ASSIGNMENT AND SUBLEASING:

A. Lessee will not assign or sublease any part of the Leased Premises without Lessor's expressed written consent. Lessor's written consent shall be obtained in the following manner:

1. Lessee will submit to Lessor copies of the proposed sublease, a description of the activities and uses of the proposed sublessee, and any other information pertinent to the proposed sublessee's use and occupancy.

2. Lessor will respond in writing not later than thirty (30) days after receipt of all required information, as cited in Article 19A(1) hereinabove or otherwise requested by Lessor. If written response is not received by Lessee within thirty (30) days, Lessor's consent will be assumed.

B. Subleasing or assignment by Lessee shall be permitted only under the following terms and conditions:

1. Lessee will not be permitted to sublease more than Fifty per cent (50%) of the net useable square footage of the building.

2. Subleasing or assignment of any portion of the premises by Lessee will have as its primary goal the recovery of reasonable operating and rent expenses incurred by Lessee in the operation, maintenance and administration of the Leased Premises. Lessee does hereby agree that any rental amounts charged to subtenants or assignees will be limited to the subtenants' or assignees' prorated share of actual operating, maintenance and administrative expenses incurred by Lessee, plus an amount equal to the same square foot rate of rent paid by Lessee to Lessor.

3. Lessor will not approve any assignment, sublease or transfer of any right or interest in any portion of the Leased Premises if such an assignment, sublease or transfer results in any profit or financial gain in excess of the permitted costs and expenses. Lessor will require written evidence of compliance hereunder.

4. In the event Lessor approves a sublease, Lessee remains responsible for the payment of all monies due to Lessor and the performance of all obligations required of the Lessee.

5. All subtenants or assignees must conform to the existing zoning, and to the Use Provision contained in the Lease between Lessor and Lessee.

6. In the event Lessor determines that Lessee is receiving rental payments from subtenants in excess of the costs permitted herein, Lessee shall provide all of the rents received, over and above the allowable costs, to Lessor as additional rent.

20. MARKETABILITY OF LEASE: Lessee acknowledges and agrees that this Lease is non-marketable. Lessee may not market, sell, trade, assign, or transfer any right, title or interest in this Lease to any third party, except as provided for in Article 19 herein.

21. ACCESS: Lessee shall allow Lessor and Lessor's employees or agents to have access to said Leased Premises at all reasonable times and after reasonable notice, during normal working hours for the purpose of inspection, or, at any time in the event of fire or other property damage, or for the purpose of performing any work required to be performed by Lessor, or which Lessor considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Leased Premises. Lessee shall not alter or change the exterior locks installed on the premises, and in the event of an approved change, shall provide Lessor with keys to the facility, said keys to be used by Lessor to obtain access to the facility in emergency situations.

22. SURRENDER OF POSSESSION: Lessee covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the Leased Premises not the property of Lessor, and to yield up to Lessor the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Lessee), in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other casualty and damage from any risk with respect to which Lessee is not herein expressly made liable excepted (provided that insurance proceeds from fire or other casualty or damage, if not used to restore the Leased Premises, have been paid to the Lessor).

23. HOLDOVER: In the event that the Lessee shall continue to occupy said Leased Premises or any part thereof after the conclusion of the term of this Lease, the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either party giving the other not less than sixty (60) days' written notice, to expire on the day of the month from which the tenancy commenced. During any month-to-month tenancy, both parties shall continue to observe all agreements and covenants contained in this Lease. Lessee shall continue to pay monthly rental under rates to be negotiated a minimum of thirty (30) days prior to the expiration of the initial lease term or extension thereof, which month-to-month rental rates shall in no event be less than the rental rates in effect at the time of expiration of the Lease term.

24. NOTICE OF DEFECTS: Lessee shall give to Lessor prompt written notice of accidents in or damages to the Leased Premises.

25. LESSOR'S TITLE AND COVENANT OF QUIET ENJOYMENT: Lessor covenants that it has full right and power to execute and perform this Lease, and that it will put Lessee into complete and exclusive possession of the Leased Premises. Lessor covenants and agrees that, if Lessee shall perform all the covenants, conditions, and agreements herein contained to be performed on Lessee's part, Lessee shall at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes leased without hindrance from

any person or persons whomsoever, regardless of whether the building is sold or otherwise conveyed to a third party(s).

26. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Lessee, at Lessee's expense, will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office. The foregoing shall not be construed to preclude the Lessee from exercising its legal right to contest the validity of legislation through judicial process, provided that the Lessee shall continue to fully comply with the provisions of this Article 26 pending the outcome of the Lessee's efforts.

27. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the parties hereto and each of their respective successors, assignees or representatives.

28. DISPUTES: Lessor and Lessee agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the parties shall be decided by the Chief Administrative Officer of Montgomery County, who shall notify the parties in writing of the determination made. The Lessee and Lessor shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute hereunder, Lessee and Lessor shall proceed diligently with the performance of all provisions under this Lease Agreement. The decision of the Chief Administrative Officer shall be final and conclusive. This Article 28 does not preclude consideration of questions of law by a court of competent jurisdiction in connection with the aforesaid decisions.

29. WAIVER: No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant, condition or agreement itself or of any subsequent breach thereof.

30. NON-DISCRIMINATION: Lessee agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Lessee assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference or disability.

31. CONTRACT SOLICITATION: Lessee represents that Lessee has not retained anyone to solicit or secure this Lease from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by Lessee for the purpose of securing business or an attorney rendering professional legal services consistent with applicable canons of ethics.

32. PUBLIC EMPLOYMENT: Lessee understands that unless authorized under Sections llB-52 and Chapter 19A of the Montgomery County Code 1994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

33. FORCE MAJEURE: Neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through Act of God or other

cause beyond the control of either party; provided, however, that this provision shall not excuse any non-payment of rent. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a party.

34. RESIDENT AGENT: The Resident Agent for the Lessee is:

_____

_____

_____

35. PROHIBITION OF HAZARDOUS SUBSTANCES: The Lessee agrees to not store or bring hazardous substances onto the Leased Premises. The Lessee shall be responsible for any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Lessee, its agents, contractors, employees or guests.

36. MAILING NOTICES: All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail and shall be deemed to be effective when received or refused by the addressee. Notices to the respective parties shall be addressed as follows:

LESSEE:	LESSOR:
FAMILY FOUNDATION , INC. 4915 Aspen Hill Road Rockville, Maryland	MONTGOMERY COUNTY, MARYLAND Division of Facilities & Services Leasing Management 110 N. Washington St., Suite 318 Rockville, Maryland 20850

37. INDEMNITY BOND: Upon the request of Lessor, concurrent with the effective date of the Lease or at any time during the term of this Lease, Lessee agrees to obtain and maintain an executed miscellaneous indemnity bond in the amount of the annual rent for the current lease year to remain in full force and effect throughout the remainder of the lease term, as security for the faithful performance of all the terms and conditions of this Lease.

For good cause shown, Lessor shall have the right, but not the obligation, to request such a bond. Lessor, in its sole discretion, may accept an appropriate substitute surety. Lessee shall, within fifteen (15) days from the date of the request by the Lessor, deliver to Lessor the said surety, evidencing the coverage hereinabove stated. Failure to deliver the bond or surety as required is considered by Lessor to be a material breach of the Lease.

38. GENERAL PROVISIONS: This Lease is governed by the Laws of the State of Maryland. Should any provision of this Lease be found invalid or unenforceable no other unrelated provision will be affected and will continue in full force and effect.

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

WITNESS:

By:: Carole G. Hobbs

LESSEE:
FAMILY FOUNDATION, INC.

By: Bro. Sean McLaughlin SDS

Date:: August 24, 1999

WITNESS:

By: Rebecca L Domarsk

LESSOR:
MONTGOMERY COUNTY, MARYLAND

By: William M. Mooney
WILLIAM MOONEY, ASSISTANT

Title: Assistant CAO
CHIEF ADMINISTRATIVE OFFICER

Date: 8/25/99

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By:

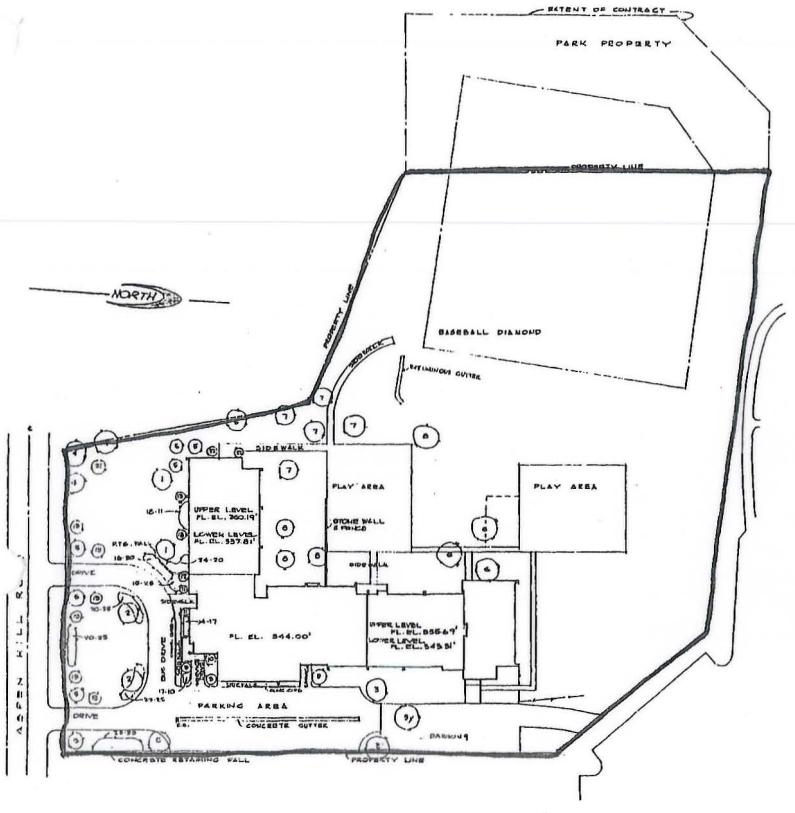
Date: 7.30.99

RECOMMENDED

By:
REY JUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

Date: 8/10/99

DISK 12:MCWRD:ASPENHILL LSE



LANDSCAPING PLAN

SCALE: 1" = 50'

KEY PLANTING LIST.

KEY	QUAN.	NAME	SIZE	GRADE	REMARKS
1	2	HONEY LOCUST	2"-2½"	HEAVY	B AND B
2	2	WILLOW OAK	" "	"	"
3	4	PIN OAK	" "	"	"
4	3	SUGAR MAPLE	" "	"	"
5	7	WHITE PINE	7'-8'	"	"
6	4	EUROPEAN PLANE TREE	2"-2½"	"	"
7	8	CHINESE ELM	" "	"	"
8	4	RED MAPLE	" "	"	"
9	8	WHITE DOGWOOD	5½'-6'	"	"
10	1	CRYPTOMERIA LOBI	8'-10'	"	"
11	2	PYRAMIDAL ARBORRITAE	8'-10'	"	"
12	1	LEATHERLEAF VIBURNUM	4'-5'	"	"
13	2	VIBURNUM (DILATATUM)	4'-5'	STANDARD	"
14	7	FIRETHORN (LALANDI)	3'-4'	"	"
15	25	ABELIA (GRANDIFLORA)	2½'-3'	"	"
16	30	REGAL PRIVET	" "	"	B.R.
17	10	WINTER JASMINE	" "	"	"
18	11	PFITZER JUNIPER	5½'-6'	"	B AND B
19	4	CRAB (FLORIBUNDA)	6½'-6'	HEAVY	B AND B
20	75	SLENDER DEUTZIA	18'-24"	STANDARD	B.R.
21	1	FLOWERING CHERRY (SUBHIVTILLA)	5½'-6'	HEAVY	B AND B
22	2	SHINING EVERGREEN PRIVET	5'-5½'	HEAVY	B AND B
23	30	PERSIAN LILAC	5'-4'	STANDARD	B.R.

1 & 3 removed

NOTES.

GENERAL NOTE: FIRST NUMBER ON THE PLAN INDICATES KIND OF PLANT. THE SECOND NUMBER INDICATES QUANTITY INDED.

ALL PLANTS TO BE TRUE TO NAME AND GRADE SPECIFIED AND SHALL BE IN ACCORDANCE WITH THE STANDARD OF THE AMERICAN ASSOCIATION OF NURSERYMEN.

PLANTING
PLANTING PITS SHALL BE AT LEAST 12" WIDER THAN THE BALL OR ROOT SPREAD AND SHALL BE PLANTED IN APPROVED TOP SOIL, TO WHICH SHALL BE ADDED 25% BY VOLUME, OF ACCEPTED ORGANIC MATERIAL. BERMS SHALL BE PROVIDED TO FACILITATE WATERING AND ALL PLANTS SHALL BE MULCHED WITH AT LEAST 2" OF ACCEPTABLE MATERIAL.

GUARANTEE
ALL PLANTS TO BE GUARANTEE TO BE ALIVE AND IN A GROWING CONDITION ONE (1) YEAR FROM DATE OF PLANTING. ANY PLANTS THAT ARE DEAD OR IN THE JUDGEMENT OF THE OWNER ARE OF DOUBTFUL SURVIVAL AT THE END OF THE STATED PERIOD SHALL BE REPLACED WITH PLANTS OF EQUAL SIZE AND GRADE.

MARK SHOEMAKER
LANDSCAPE ARCHITECT

LANDSCAPING PLAN

ASPEN HILL ELEMENTARY SCHOOL
MONTGOMERY COUNTY, MARYLAND

MONTGOMERY COUNTY BOARD OF EDUCATION
DR. G. TAYLOR WHITTIER — SUPERINTENDENT
JAMES H. SHELDON — SUPERVISOR OF CONSTRUCTION
LEATON A. WILSON — DIRECTOR OF SITES AND PLANNING

APPROVED
T.H.S. & THE BOARD OF EDUCATION - MONTGOMERY CO. MD. — DATE
APPROVAL RECOMMENDED — SUPERINTENDENT
APPROVAL RECOMMENDED — SUPERVISOR OF CONSTRUCTION
APPROVAL RECOMMENDED — DIRECTOR OF SITES AND PLANNING

CLASS. NO.		DRAWING NO.
486	ARTHUR L. ANDERSON ARCHITECT	L-1
DATE 7-24-61	1720 M ST. N.W. WASHINGTON, D.C.	

Exhibit A

CAPTAL IMPROVEMENTS FOR 1999/2000:

Repave Parking lot.	**$17,470.00**
Finish Roof repairs:	
Roof #3	$45,080.00
Roof #5	$24,150.00
Roof #7	$ 3,864.00
Overhang(parkinglot)	$ 2,070.00
Overhang(Rear)	$ 3,259.00
TOTAL ROOF REPAIRS:	**$78,423.00**

Exhibit B

SUMMARY OF CAPTIAL IMPROVEMENTS
VERBALLY APPROVED BY M.C.
DEPARTMENT OF FACILITIES/LEASING MANAGEMENT
FOR
ASPEN HILL/FROST SCHOOL

11/20/95	Replace roof - section 3 and A	$ 12,824.00
03/27/96	Relocate building drains and replace	15,496.00
05/23/97	Replace roof – section 1	19,591.65
06/04/97	Replace floor – All purpose room	16,800.00
06/16/97	Repave Blacktop – Circle	8,950.00
06/19/97	Replace heat/AC unit – Library section	14,800.00
08/13/98	Replace roof – section 1A	34,137.00
	TOTAL	**$ 122,598.65**

SMcL

EXHIBIT C