SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to License Agreement made and executed this **28th** day of December, 2020 (this "Second Amendment"), by and between Montgomery County, Maryland, a body corporate and politic and a political sub-division of the State of Maryland (the "County") and KinderCare Education LLC (formerly known as Knowledge Learning Corporation), a Delaware limited liability company authorized to conduct business in the state of Maryland (the "Licensee"), (the County and the Licensee together the "Parties"). Capitalized terms not defined herein shall have the meaning set forth in in the License Agreement (defined below).

WHEREAS, the County has a leasehold interest in the building located at 15910 Somerville Drive, Gaithersburg, Maryland 20855 ("Building") and the County and the Licensee entered into a License Agreement dated November 6, 2009, as amended by the First Amendment to License Agreement dated July 8, 2020 (collectively the "License Agreement") for space in the Building for a child care center ("Licensed Premises"); and

WHEREAS, due to the global health pandemic commonly known as COVID -19 ("COVID-19"), the County agreed to abate the Licensee Fee (as defined in Section 4 of the License Agreement, entitled "License Fee") for the months April, May and June; and the Department of Health and Human Services paid the License Fee for July, August and September; effectively giving Licensee a rent abatement for six(6) months ("COVID 19 Abatement"); and

WHEREAS, the Parties mutually desire to amend the terms and conditions of the License Agreement to reflect the abatement of the License Fee.

NOW THEREFORE, for the mutual promises herein contained and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Unless otherwise set forth in this Second Amendment to License Agreement, all capitalized terms shall have the same meanings as set forth in the License Agreement.

2. License Fee. Section 4 of the License Agreement is hereby amended by adding the following as a new paragraph:

"Section 4(f): License Fee Abatement.

Due to the global health pandemic COVID-19, the County agreed to abate the monthly payment of the License Fee due from Licensee to the County for the months of April 2020, May 2020 and June 2020. In addition, the Department of Health and Human Services paid the License Fee for the months July 2020, August 2020 and September 2020 (collectively, the "License Fee Abatement Months"). County and Licensee agree and acknowledge that Licensee shall have no obligation to make any License Fee payments to

County for the License Fee Abatement Months. County and Licensee agree that the total License Fee being abated for the License Fee Abatement Months is Thirty-Three Thousand Four Hundred Fifty-Nine and 96/100 Dollars ($33,459.96). Commencing October 1, 2020, Licensee shall re-commence the full payment of the License Fee due and payable for the month of October 2020 and each month thereafter, pursuant to the terms and conditions of the License Agreement.

      4. <u>Ratification of License</u>. This Second Amendment to the License Agreement is incorporated into the License Agreement and shall be deemed a part thereof, and except as amended by this Second Amendment, all of the terms and conditions of the License Agreement shall be and hereby remain in full force and effect.

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

WITNESS:

Julie White

COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: _A. Jerome Fletcher_

Name: _Jerome Fletcher_

Title: _Assistant Chief Administrative Officer_

Date: _12/28/2020_

WITNESS:

Lonie a. Crawford

LICENSEE

KINDERCARE EDUCATION, LLC

By: _MW_

Name: _Mark Warren_

Title: _VP, Facilities, Real/Estate_

Date: _12/16/2020_

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: _Neal Anker_

Date: _12/21/2020_

RECOMMENDED:

By: _Cynthia Brenneman_

Cynthia V. Brenneman, Director
Office of Real Estate

Date: _12/21/2020_

Second Amendment - Kinder Care