

COMMUNITY BENEFITS AGREEMENT BY
THE ADVISORY BOARD COMPANY

September 16, 2015

The District of Columbia, by and through the Office of the Deputy Mayor for Planning and Economic Development, (“**District**”) and The Advisory Board Company (“**Company**”) have prepared and executed this agreement (“**Community Benefits Agreement**”) for the purposes of memorializing the terms under which the Company will provide public benefits required under the Local Jobs and Tax Incentive Act of 2015 (the “**Act**”) and that certain Incentive Agreement for Tax Abatement to The Advisory Board Company, which the parties have executed as of the day hereof.

The Company shall provide the following community benefits in order for the “**Property**” (as defined in the Act) to be eligible to receive the tax abatement during the Abatement Period (as defined in the Act) as authorized under the Act.

1. TRAINING

The Company shall collaborate with (a) the D.C. Department of Employment Services (“**DOES**”) (provided there is support from DOES), (b) the DC L.E.A.P. Academy (provided there is support from the DC L.E.A.P. Academy), and/or (c) one or more Washington, DC-based non-profit training institutions that was a participant in the most recently completed year of the DC One Fund, was a participant in the most recently completed year of the Combined Federal Campaign for the National Capital Area, or is otherwise approved by District (the “**DC Nonprofit Training Institution(s)**”) to provide training to an aggregate of at least 250 District of Columbia residents in preparation for healthcare or technology careers. To fulfill the requirement in this Section 1, the Company shall complete one or more of the following initiatives in conjunction with DOES, the DC L.E.A.P. Academy, or one or more DC Nonprofit Training Institutions:

- (1) Create a curriculum and provide a 12-hour training course at or for DOES, the DC L.E.A.P. Academy, or a DC Nonprofit Training Institution on entry-level healthcare careers;
- (2) Provide pro-bono program support; or
- (3) Provide mentorship to participants of programs that develop skills needed for entry-level healthcare or information technology work.

2. EMPLOYMENT

The Company shall enable employment opportunities for 25 of the following:

- (1) Graduates of the DC L.E.A.P. Academy or one or more DC Nonprofit Training Institutions or
- (2) DOES clients or disconnected youth.

To fulfill the requirement in this Section 2, the Company shall complete one or more of the following initiatives:

- (1) Work with local healthcare providers (e.g., hospitals) to place individuals in entry-level healthcare positions that are aligned with provided training;
- (2) Work with DC Nonprofit Training Institutions to sponsor the hiring of an individual for a six-month period (similar to the DOES Project Empowerment model, but sponsored by the Company);
- (3) Hire individuals for entry-level information technology support roles for the Company's (or one or more of its subsidiaries' or affiliates') internal operations;
- (4) Hire individuals for administrative support staff roles for the Company's (or one or more of its subsidiaries' or affiliates') internal operations or for other roles at the Company (or one or more of its subsidiaries or affiliates); or
- (5) Hire individuals through a program created by the Company either on its own or with one or more DC Nonprofit Training Institutions for the purpose of assisting disconnected youth and returning enlisted veterans in securing opportunities that could lead to professional entry-level employment at the Company.

District acknowledges and agrees that the Company shall not be responsible for the actions of any of the individuals employed or hired as a result of the efforts of the Company described in this Section 2 or trained pursuant to Section 1, and there can be no assurance that any individual is ultimately employed or hired for any particular duration or at all, provided that the Company offers the hiring opportunities, places no requirements more onerous than its normal and customary hiring requirements on candidates for the positions described herein, and uses its reasonable efforts to fulfil the hiring requirements described in this Section 2.

3. YOUTH DEVELOPMENT

The Company shall collaborate with (provided there is support from) D.C. Public Schools (“DCPS”) to create a mentorship program either at targeted high schools or an “opt-in” program across all DCPS high schools, where the Company’s employees shall use their higher education expertise to provide year-long individualized support to DCPS students in the college admissions process, specifically addressing college choice, financial aid, applications, essays, and strategies to help increase the likelihood of student success. On an annual basis, the Company shall make available at least 50 employees to serve as mentors for this program. The program will be developed with the assistance of the Chancellor of DCPS and the Chancellor’s staff. Beginning in 2019 and each year through 2029, each High School Principal may formally “opt-in” to the program prior to the beginning of the DCPS academic year by delivering written notice to the Chief Financial Officer of the Company.

At the beginning of each summer beginning in 2019 and through 2029, the Company shall host an optional enrichment session for all Summer Youth Employment Program (“SYEP”) participants to provide:

- (1) A tour of the Property;
- (2) A facilitated session with the Company’s employees on lessons for success and presenting oneself in the corporate world;
- (3) A facilitated session in which the Company’s employees respond to questions from SYEP participants; and

- (4) A facilitated session in which SYEP participants have the opportunity to network with the Company's employees and connect with mentors for the SYEP experience and, if applicable, the college application process.

Additionally, the Company, or one or more of its subsidiaries or affiliates, will employ five (5) SYEP participants each summer from 2019 through 2029.

4. FREE SERVICES TO UNDERSERVED AND OVERLOOKED COMMUNITIES

The Company (together with its subsidiaries or affiliates) shall provide 25,000 hours of volunteer services to Washington, DC-based non-profit organizations during each tax year beginning in 2019 and through 2029, inclusive of at least 8,000 hours per year of pro bono consulting services to Washington, DC-based non-profit organizations.

5. CONFLICTS; TERMINATION; AMENDMENT

This Community Benefits Agreement is subject to the enactment and passage of the Act, as evidenced by an assignment of a D.C. Law designation, and shall not be effective until the same occurs. This Community Benefits Agreement shall automatically terminate following the Company's delivery to District of the certification of compliance in 2029 pursuant to Section 6 . This Community Benefits Agreement may be amended by written agreement of the parties.

6. CERTIFICATION OF COMPLIANCE

The Company shall be responsible for documenting compliance with the above community benefits by certifying compliance on an annual basis in accordance with the Incentive Agreement and the Act by delivering to District a certificate in the form attached to this Community Benefits Agreement as Exhibit A (or such other form as is agreed upon by District and the Company in writing) by October 31 of each year commencing in 2020 and continuing until October 31, 2029.

[Signature page follows.]

IN WITNESS WHEREOF, this Community Benefits Agreement is executed by the undersigned as of the date first written above.

The Advisory Board Company



Robert Musslewhite, Chief Executive Officer

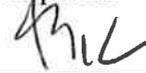
District of Columbia, by and through
the Office of the Deputy Mayor for
Planning and Economic
Development

Brian T. Kenner, Deputy Mayor

IN WITNESS WHEREOF, this Community Benefits Agreement is executed by the undersigned as of the date first written above.

The Advisory Board Company

District of Columbia, by and through
the Office of the Deputy Mayor for
Planning and Economic
Development



Robert Musslewhite, Chief Executive Officer

Brian T. Kenner, Deputy Mayor

EXHIBIT A

COMMUNITY BENEFITS AGREEMENT BY THE ADVISORY BOARD COMPANY

CERTIFICATION OF COMPLIANCE

Date:

Name of Point of Contact:

Phone Number:

Email Address:

Annual Reporting Date:

Reporting Period (Previous Tax Year):

SECTION 1: TRAINING

Describe the Company's activities during the Reporting Period towards achieving the milestones of this section.

Describe any outstanding milestones and plans for achieving these milestones.

SECTION 2: EMPLOYMENT

Describe the Company's activities during the Reporting Period towards achieving the milestones of this section.

Describe any outstanding milestones and plans for achieving these milestones.

SECTION 3: YOUTH DEVELOPMENT

Describe your activities during the Reporting Period towards achieving the milestones of this section.

Describe any outstanding milestones and plans for achieving these milestones.

SECTION 4: FREE SERVICES TO UNDERSERVED AND OVERLOOKED COMMUNITIES

Describe the Company's activities during the Reporting Period towards achieving the milestones of this section.

Describe any outstanding milestones and plans for achieving these milestones.

The undersigned officer of The Advisory Board Company (the “**Company**”) hereby certifies on behalf of the Company to the District of Columbia (the “**District**”) that (a) the statements described above are true and correct in all material respects and (b) the Company complied in all material respects with its obligations under the Community Benefits Agreement dated as of September __, 2015 between the District and the Company for the tax year ended September 30, 20__.

THE ADVISORY BOARD COMPANY

By: _____

Name: _____

Title: _____

Date: _____