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AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
GREATER WASHINGTON JEWISH COMMUNITY FOUNDATION

DATED July 1, 1998

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (hereinafter referred to as "Lease"), entered into as of the 1st day of July, 1998 by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as "Lessor") and GREATER WASHINGTON JEWISH COMMUNITY FOUNDATION (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to a Sublease Agreement dated December 20, 1984, as amended by Amendment of Sublease Agreement dated January 4, 1993 and letter agreement dated April 1, 1997 (hereinafter collectively referred to as the "Original Lease"), under which Lease Lessee occupies the premises known as the former Randolph Junior High School, Rockville, Maryland; and

WHEREAS, Lessor has acquired (or will acquire) fee simple title to the aforesaid premises from the Montgomery County Board of Education; and

WHEREAS, Lessor and Lessee wish to amend and restate the Original Lease as hereinafter provided; and

WHEREAS, Lessor and Lessee have agreed that this new Lease will take effect upon the Commencement Date set forth hereinbelow at 12:01 A.M.; and

WHEREAS, the Montgomery County Administrative Procedure for the Leasing of Closed Schools sets forth as its primary objectives that such leases will:

- a. Be in the best interest of Lessor, while recognizing the contribution of Lessee to Lessor;
- 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. 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 Lessor's cost of maintenance for closed schools; the public interest in earning revenue to for Lessor based upon the value of closed schools and the benefit of facilities services provided by closed school lessees to Lessor; and

WHEREAS, this Lease and the contemplated use of the Leased Premises is in the best interest of Lessor, including but not limited to, enhancement of the facility and grounds and construction of improvements to facilities available for community use as herein provided;

WHEREAS, simultaneously with the execution hereof, Lessee, as Sublessor, has entered into a sublease (the "**Smith School Sublease**") concerning the Leased Premises with Charles E. Smith Jewish Day School (the "**Smith School**") , a copy of such sublease being attached hereto as Exhibit C; and

WHEREAS, simultaneously with the execution hereof, Lessee as Sublessor, has entered into a sublease (the "**BJE Sublease**") concerning a portion of the Leased Premises with the Board of Jewish Education ("**BJE**"), a copy of such sublease being attached hereto as Exhibit D, and

WHEREAS, simultaneously with the execution hereof, the Smith School has entered into a lease (the "**Fields Lease**") with The Board of Education of Montgomery County, Maryland ("**MCPS**") with respect to the adjoining fields (the "**Fields**") a copy of such lease being attached hereto as Exhibit E.

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 former Randolph Junior High 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. The Leased Premises consists of 8.1 acres of land, more or less, improved with a building comprising approximately 110,000 square feet, together with any and all site improvements, appurtenant rights and benefits of the parcel, located at 11710 Hunters Lane, Rockville, Montgomery County, Maryland, known as Parcel P444, on Tax Map HQ22, as recorded in Liber 02784 at Folio 0262 among the land records of Montgomery County, Maryland.

From and after the Commencement Date hereof, this Lease shall supersede in all respects the Original Lease, and Lessor and Lessee are hereby released from all liability thereunder, subject only to obligations accrued prior to such date and not heretofore satisfied.

2. TERM:

 The term hereby created shall be twenty-five (25) years, plus twenty-four (24) months, ~~(such twenty (20) month period~~ ^{twenty-four (24)} being hereafter referred to as the "**Renovation Period**"), based on the Smith School's commitment to complete, prior to the expiration of the Renovation Period, the capital improvements described in Exhibit B. The "**Commencement Date**" shall be July 1, 1998, and the Lease shall expire at midnight on June 30, 2025.

Lessee shall have the option to extend the term of this Lease for three (3) additional and consecutive five (5) year periods, under the same term and conditions herein contained, subject to

Lessor's right to terminate, as set forth in Article 5 herein. Lessee shall provide twelve (12) months advance written notice to Lessor of its election to exercise each option to extend.

The foregoing provisions hereof notwithstanding, in the event MCPS terminates the Fields Lease pursuant to Sections II or V thereof, Lessee shall have the right to terminate the Lease upon eight (8) months prior written notice to Lessor.

In the event Lessor has not acquired fee simple title to the Leased Premises by the effective date of this Lease, then the term hereof shall be limited to the term of the Original Lease. However, at such time as Lessor acquires fee simple title to the Leased Premises (or an appropriate extension of its current leasehold title thereto) the term hereof shall be as herein set forth.

3. USE OF THE PREMISES:

Promptly following the Commencement Date, Lessee shall cause the Smith School to undertake the repairs and renovations to the Demised Premises described on Exhibit B (the "**Initial Renovations**"). Thereafter, 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 8 and 9, 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.

Subject to Unavoidable Delay, Lessee shall cause the Smith School to substantially complete the Initial Renovations on or before June 30, 2000.

4. RENT: RENTAL ADJUSTMENTS

- A. The annual rental rate shall be One Hundred Fifty Three Thousand, Six Hundred Eighty Six and 30/100 Dollars (\$153,686.30), payable in twelve equal installments, during each lease year, of Twelve Thousand Eight Hundred Seven and 19/100 Dollars (\$12,807.19). This rental rate is equal to the

current rental paid pursuant to the Original Lease plus the CPI annual adjustment as set forth in 4D below.

- B. The first monthly payment hereunder shall be due on July 1, 2000 (the "**Rent Commencement Date**"). All payments thenceforth shall be due and payable on the first day of each month during the lease term, to Montgomery County Government Leasing Management, P.O. Box 62077, Baltimore, Maryland 21264-2077.
- C. Should 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 the 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, Lessee's adjusted annual rent will not be less than 103%, nor more than 105% of the rent paid by Lessee the previous lease year. The first such annual adjustment shall occur on the first anniversary of the Rent Commencement Date. Each subsequent annual adjustment shall occur on the following anniversaries of such date.

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 Lessee. An approved project involving the Leased Premises must be included in the County's Adopted Capital Improvement Program in order for 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. Lessor agrees that under no circumstances will 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 GYMNASIUM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES:

- A. Subject to a nominal charge for utilities to be jointly determined by Lessee and the Interagency Coordinating Board, the Gymnasium shall remain available to the community during the term of this Lease, from and after the Rent Commencement Date. Lessee agrees to make the Gymnasium 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 Lessee's approved occupants, including the Smith School. All requests to use the Gymnasium 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 Gymnasium 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 Gymnasium on a semiannual 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 Lessee shall be presumed to be available for community use. Lessee agrees to make the Gymnasium 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 Lessee in its semiannual schedule. The above notwithstanding, Lessee agrees to honor and allow any activities scheduled in the Gymnasium through the Interagency Coordinating Board prior to the date of execution of this Lease (except during the Renovation Period). Any use for Lessee deviating from its previously submitted schedule will be subject to the approval of the Interagency Coordinating Board. Lessee agrees to make the Gymnasium 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 (except during the Renovation Period). Lessor shall hold Lessee harmless and defend Lessee from any and all claims of liability arising by virtue of the community or Lessor's use of the leased premises, parking facilities, athletic fields, adjoining grounds or any portion thereof, except for damage or liability arising from the

negligent acts or omissions of Lessee, Lessee's agents, employees, guests or contractors.

- B. Lessor agrees to accept full responsibility for the security of the building including but not limited to locking all doors, turning off all lights and spigots, and clearing the building during and following such periods of use by the Community of the Gymnasium during the term of this Lease.

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 use of outdoor recreation and athletic fields in compliance with the terms and conditions of the Fields Lease. 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 parking facilities or the athletic fields and adjoining grounds whether same are a part of or not a part 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, 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. Lessee shall grant access to said parking facilities to 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 and/or its approved occupants, including the Smith School, to meet its or their programmatic needs, which are not otherwise (i) required for the preservation of the building structure or systems, or (ii) mandated by County, State, or Federal Code or Regulation.
2. **"Non-Elective Capital Improvements"** include 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 Lessor to 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 (and/or its approved occupants). Lessee and/or approved occupants (including the Smith School) 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:

Lessor shall credit 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 percent (50%) of 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 and/or approved occupants (including the Smith School) without the prior written approval of 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 or cause approved occupants to 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 judgment 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. Amortization of capital improvements will be made over their anticipated useful lives. In order to determine an appropriate amortization schedule for capital improvements, in connection with the herein set forth rent credits, the anticipated lives 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 Lessee, Lessor will reimburse Lessee, or one or more approved occupants, as Lessee's designee, for up to fifty percent (50%) 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 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 or the approved occupants, as Lessee's designee, Lessor will, at Lessee's option, not terminate the Lease until such time as funding is appropriated
2. In no event will Lessee or an approved occupant be entitled to receive reimbursement from both Lessor and any other public agency for the same, like item, or work of any nature or description.

3. Capital improvements performed by Lessee or an approved occupant without the prior written approval of 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 and/or cause approved occupants to 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, and/or cause approved occupants to undertake, the corrective action as requested by Lessor, Lessee will forfeit its right to rent credits or reimbursement.
5. Lessor will not reimburse Lessee or an approved occupant 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. Neither Lessee nor an approved occupant will 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. Neither Lessee nor an approved occupant will be entitled to reimbursement for Elective Capital Improvements unless the improvements are determined to be Qualified Capital Improvements.

10. OPERATING EXPENSES:

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

In the event federal or state funds would be available to Lessor if Lessor were responsible for repairs or improvements necessary to cause the Leased Premises to comply with applicable law, Lessor shall cooperate with Lessee to the extent reasonably possible, without cost to Lessor, to cause such funds to be made available to Lessee based on repairs or improvements made by or on behalf of Lessee pursuant to the provisions hereof.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- A. Lessee agrees to obtain and maintain (or cause the approved occupants 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 (or cause the approved occupants 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 (or cause the approved occupants to obtain and maintain), during the term of the Lease, an All Risk Property policy covering 100% of the replacement cost of the improvements and contents thereof.
- D. The general liability policy must list Montgomery County as additional insured and all policies must provide Montgomery County 30 days written notice of cancellation.
- E. Lessee shall, within ten (10) days from execution of this instrument deliver (or cause the approved occupants to 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 unexpired 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, 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 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 Lessor, 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 voidable any insurance on

the Leased Premises, and Lessee agrees to conform to all rules and regulations established from time to time by 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 Leased 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 Lessee within ninety (90) days from the date of such damage, Lessee shall be entitled to terminate this Lease by written notice to Lessor within thirty (30) days after the date the irreparable destruction or damage occurred.

- B. In the event that Lessee does not terminate the Lease within thirty (30) days following the date of the casualty as aforesaid, Lessee shall complete said repairs as soon as reasonably possible 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 (or the approved occupants) is not reasonably able to occupy and use. Subject to Unavoidable Delay, such repairs shall be completed no later than two (2) years following the date of the casualty. In any and all events, Lessee shall, immediately following any such casualty, secure the site and otherwise prevent the site from constituting a safety hazard, and shall as soon as reasonably possible undertake any demolition reasonably possible so as to minimize unsightly conditions.
- C. In the event that Lessee does not repair the Leased Premises as hereinabove provided, Lessee and the approved occupants 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 or the approved occupants 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 Lessee shall be found in default as hereinabove stated, and shall fail to cure said default within thirty (30) days after written notice from 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 Lessor or Lessor's assigns, Lessee's right of possession shall thereupon end, and 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 quasigovernmental 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 or an approved occupant to the Leased Premises at Lessee's or the approved occupants' 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. 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 other sums to which Lessee may be entitled as compensation, provided that such a separate claim does not interfere with or reduce 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. Subject to subparagraph (C) hereof, Lessee will not assign or sublease any part of the Leased Premises without Lessor's express 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 (and Lessor shall not unreasonably withhold its consent to a proposed sublease or assignment, subject to compliance therewith):

1. Subject to subparagraph (C) hereof, Lessee will not be permitted to sublease more than fifty percent (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 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.

- C. Lessor, by its execution of the Lease, consents to the Smith School Sublease and the BJE Sublease. In the event Lessor terminates this Lease for default by Lessee, Lessor agrees, so long as no event of default exists under the Smith School Sublease, to recognize the Smith School Sublease and the BJE Sublease and not disturb the possession of the Smith School and BJE thereunder.

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 without providing Lessor with keys to the facility, said keys to be used by Lessor to obtain access to the facility only 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 with respect to the building, obtained as a result of 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 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 Lessee from exercising its legal right to contest the validity of legislation through judicial process, provided that Lessee shall continue to fully comply with the provisions of this Article 26 pending the outcome of 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. 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. NONDISCRIMINATION:

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. Lessee assures Lessor 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 11B52 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 (collectively "**Unavoidable Delay**"); 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 Lessee is:

Greater Washington Jewish Community Foundation
6101 Montrose Road
Rockville, Maryland 20852
Attn: Director, Facilities and Services

and Lessee's address for receipt of notices and service of process is:

6101 Montrose Road
Rockville, Maryland 20852
Attn: Director, Facilities and Services

35. PROHIBITION OF HAZARDOUS SUBSTANCES:

Lessee agrees to not store or bring hazardous substances onto the Leased Premises, except as reasonably required in connection with the use herein contemplated, and provided the same are used and stored in accordance with all applicable laws. 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 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

GREATER WASHINGTON JEWISH
COMMUNITY FOUNDATION
6101 Montrose Road
Rockville, Maryland 20852
Attn: Director, Facilities and Services

LESSOR

MONTGOMERY COUNTY, MARYLAND
Division of Facilities & Services
Leasing Management
110 N. Washington St., Suite 318
Rockville, Maryland 20850

A copy of any notice given hereunder shall simultaneously be sent to the Smith School at the address for notices set forth in the Smith School Sublease (or such other address as may subsequently be elected by the Smith School by written notice to Lessor and Lessee).

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.

39. RIGHT TO PURCHASE:

Lessee shall have the right to purchase the Leased Premises at any time during the lease term or any extension thereof, subject to the approval of the Montgomery County Council and the Montgomery County Executive, and subject to any restrictions, conditions or requirements which the County Executive and the County Council may elect to attach to such a purchase. Lessee's right to purchase is further subject to the approval of the State of Maryland Board of Public Works, which may also elect to place restrictions, conditions or requirements on the purchase. Lessee's right to purchase and Lessor's acceptance thereof shall be exercised in accordance with all applicable State and local statutes and regulations governing the disposition of public property. Lessor and Lessee recognize that the purchase price for the Leased Premises should fully reflect the Leased Premises' condition on the Commencement Date, and should accordingly be established prior to the planned repair and renovation of the Leased Premises by the Smith School. The price to be paid by Lessee for the Leased Premises shall be established by appraisals, to be performed within one hundred twenty (120) days following the commencement of the Renovation Period, but prior to the beginning of Lessee's repair and renovation work. Lessor and Lessee also recognize that such a "baseline" price will not be fully reflective of the value of the Leased Premises as time passes. The parties therefore agree that the initial "baseline" price to be paid for the Leased Premises shall be adjusted on an annual basis as set forth herein. The initial "baseline" price for the Leased Premises shall be established in the following manner:

Lessor and Lessee shall each select a licensed real estate appraiser having experience in the valuation of improved real estate in the Washington, D.C. metropolitan area, and who is a member of the American Institute of Real Estate Appraisers (each certified as an "MAI appraiser"). The two MAI appraisers so selected shall choose a third MAI appraiser within fifteen (15) days of their selection, and notify Lessor and Lessee of their choice. Each party shall bear

the cost of its MAI appraiser, and shall share equally the cost of the third MAI appraiser. If the two MAI appraisers selected by the parties cannot agree on the choice of a third MAI appraiser and notify the parties as to their choice within said fifteen (15) day period, then the parties shall request that the President of the Montgomery County Board of Realtors designate a third MAI appraiser within fifteen (15) days of the parties' request to do so. The "baseline" price for the Leased Premises shall be the average of the fair market values as submitted by each of the three appraisers. Prior to the commissioning of the three appraisals, Lessor and Lessee shall agree on a set of written instructions to be delivered to each of the three appraisers, which instructions will be followed by the appraisers in the performance of their work.

Once established, this "baseline" price shall be the effective price of the Leased Premises for the twelve (12) month period following completion of the appraisals. In the event that Lessee does not exercise its option to purchase the Leased Premises within the first twelve (12) months following completion of the appraisals, the initial "baseline" price for the Leased Premises shall be adjusted as follows:

On the first anniversary of the establishment of the "baseline" price, and on each anniversary thereafter for the remainder of the lease term or extension thereof, the "baseline" price shall be multiplied by a fraction, the numerator of which shall be the most currently published value of the index now known as the "U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers, All Items, (1984 = 100)", and denominator of which shall be the value for said index published for the month and year during which the "baseline" price was initially established. The resulting number shall be the effective sales price under which Lessee may exercise its option to purchase the Leased Premises.

Lessee may not sell, transfer or assign its option to purchase the Leased Premises to any third party without Lessor's prior written approval. Lessor consents, however, to the transfer thereof to the Smith School.

In the event Lessor acquires title to the Fields from MCPS, Lessee shall have a right to purchase the Fields on the same terms and conditions hereinabove set forth.

40. APPROVAL OF BOARD OF PUBLIC WORKS:

Lessee and Lessor acknowledge that this Lease is contingent upon the approval of the Board of Public Works of the State of Maryland. If approval is not granted, then this Lease and all subleases hereunder shall be null and void and the Original Lease shall continue in full force and effect.

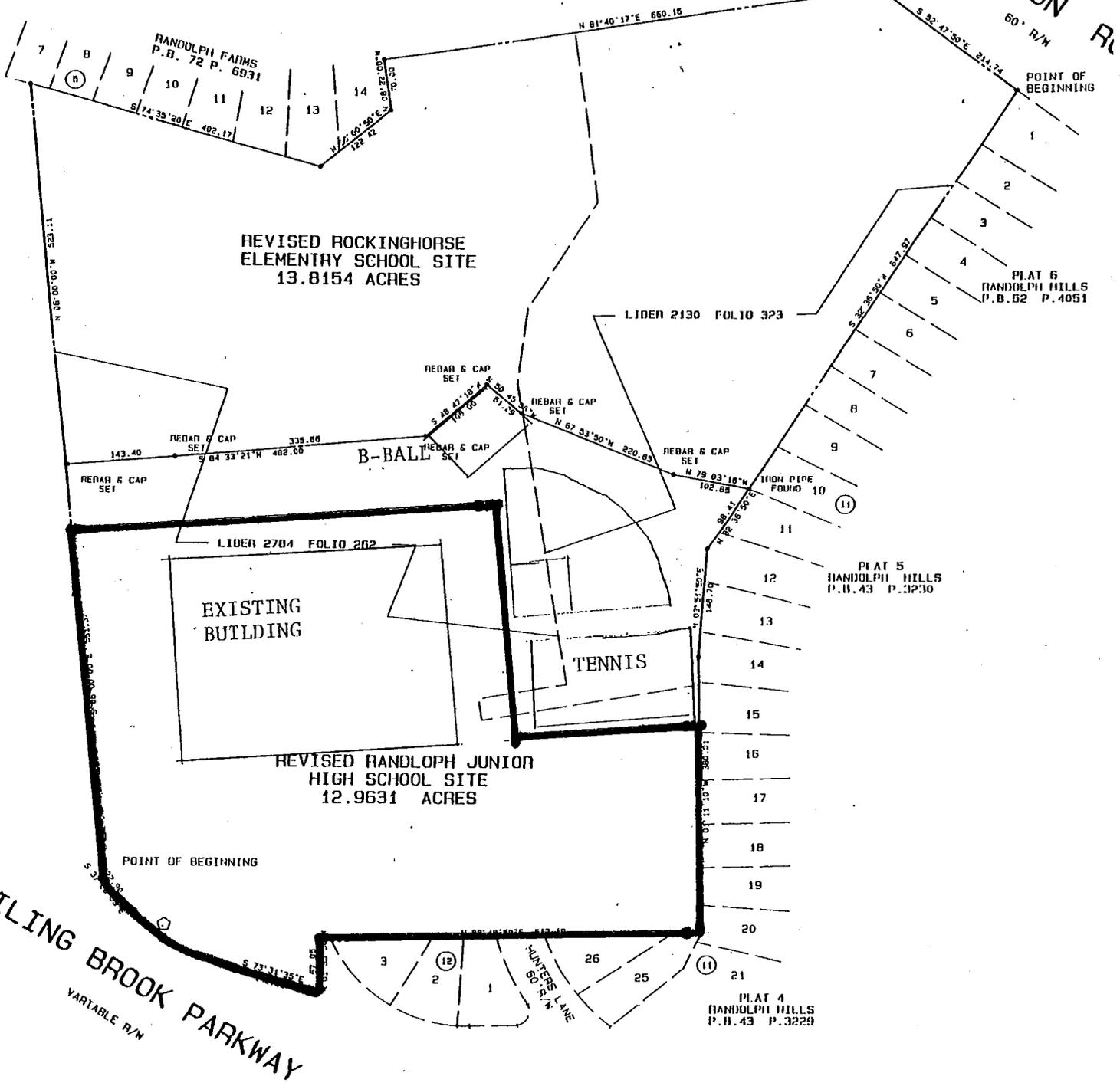
41. COMPLIANCE WITH ADVERTISING REQUIREMENT

Lessee and Lessor acknowledge that this Lease is contingent upon the completion of the requirements set forth in Article 25A, section 5(B), of the Annotated Code of Maryland.

MACON ROAD

60' R/W

MACON RD
60' R/W



CELL "A"
LOPH FARMS
70 P. 7076

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CURVE DATA

NO.	DELTA	RADIUS	LENGTH	TANGENT	CURVE BEARING	CHORD DIST.
1	45°34'39"	30.00	23.06	12.60	S 75°35'25"E	23.24
2	35°23'00"	271.00	172.09	89.06	S 55°20'05"E	169.21

IDENTIFICATION
PLAT

REVISED RA
REVISED ROCK
4th ELECTION

Exhibit A

OUTLINE SPECIFICATIONS

Charles E. Smith Jewish Day School
Design Development Phase

BID REQUIREMENTS, FORMS, AND CONDITIONS OF CONTRACT

Standard AIA requirements included in the Contract for Construction, General Conditions, Supplementary General Conditions, including Insurance and Bonds requirements.

DIVISION 1 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK

The scope of work shall consist of:

1. The project consists of renovation to the existing Lehrman Building at 11710 Hunters Lane, Rockville, MD. The project includes the complete removal of existing interior walls, HVAC and electrical systems, and the construction of new classroom, administrative, and support spaces. Alterations to the building structure include creation of new skylights and additional ceiling/roof height in selected areas. The renovation includes approximately 102,700 gross square feet of single-story floor space.
2. Site improvements include new entrances, site signage and landscaping.
3. The existing structure is steel frame and bar-joists founded on a combination of conventional spread footings and caissons. Exterior closure is white face brick and metal panels. New window openings will be cut into the exterior walls in classroom areas. New windows will be aluminum with clear, low-E insulating glass, with a security film applied to the inside face. New roofing will be flashed into the existing roof; new roofing shall generally match existing, except at clerestories which will be standing seam prefinished metal. Normal interior finishes include painted gypsum drywall, resilient flooring, carpeting and acoustical tile ceilings. Mechanical systems will be replaced throughout. Included also are renovated plumbing, sprinkler, and electrical systems necessary for the building to be operational.

DIVISION 2 - SITE WORK

02060 - BUILDING DEMOLITION

- a) Selective demolition of interior partitions and finishes, HVAC, electrical, and plumbing systems.
- b) Removal of portions of roof structure to receive new skylight or clerestory construction.

02110 - SITE CLEARING

- a) Removal of existing playground and equipment.
- b) Removal of selected paving at building entrance.

02220 - EARTHWORK

- a) All excavation, trenching, backfilling, and grading required to complete work
- b) Provide sediment control and storm water management facilities in compliance with Montgomery County Department of Environmental Protection. A Small Area Disturbance Permit is anticipated.
- c) Incorporate recommendation of Soils Engineer.

02281 - TERMITE CONTROL

- a) Provide water-diluted emulsible concentrate termiticide solution soil treatment for termite control.

02513 - HOT-MIXED ASPHALT PAVING

- a) Roadway and Parking shall be heavy duty grade hot-mixed asphalt Paving per MDSHA and Montgomery County Department of Transportation specifications.

02515 - UNIT PAVERS

- a) Provide interlocking concrete pavers at new building entrance and crosswalks as indicated.

02520 - PORTLAND CEMENT CONCRETE PAVING

- a) Provide 4" concrete sidewalks with broom finish, reinforced with wire mesh on 4" compacted gravel base course.
- b) Concrete curbs and gutters.
- c) Reinforced concrete paving at loading area and dumpster.

02730 - SITE UTILITIES

- a) Extend gas, storm sewer and sanitary systems from existing locations.
- b) Upgrade electric and water service to building as required.

02830 - FENCING

- a) Provide thermally-bonded black PVC-coated chain-link fencing and thermally-fused powder-coated posts.
- b) Provide ornamental tubular steel prefinished picket-type fencing at entrance and at landscaped areas as indicated.
- c) Provide pipe bollards at circumference of drop-offs.

02900 - LANDSCAPE WORK

- a) Protect existing trees on site and around perimeter of building.
- b) Sodding, seeding, shrubbery, ground cover/perennials; ornamental, shade and evergreen trees.

DIVISION 3 CONCRETE03310 - CAST-IN-PLACE CONCRETE

- a) Provide reinforced concrete at foundation walls, footings, and floor slabs on grade.

03450 - ARCHITECTURAL PRECAST CONCRETE

- a) Provide precast window surround sections as detailed.
- b) 5000 psi compressive strength concrete, reinforced as required, with smooth finish matching masonry units.

DIVISION 4 - MASONRY04200 - UNIT MASONRY

- a) Face brick to be closure size, nominally 4" x 4" x 8", and include special shapes; Type FBX, Grade SW, extruded. Allow \$350 per thousand.
- b) Concrete masonry units to be lightweight units for inner wythes and interior walls.
- c) Smooth-faced cast stone masonry units, nominally 4" x 12" x 24", "Renaissance" by Arriscraft, or equal.
- d) Split-face and smooth-face concrete masonry units for decorative application at interior.
- e) Mortar to be portland cement-lime BIA Type 1, pigmented for exterior masonry.
- f) Provide 56 mil textured PVC flashings and hot-dipped galvanized masonry accessories.

DIVISION 5 - METALS05120 - STRUCTURAL STEEL

- a) Steel shapes for columns and beams, including structural connections, designed in accordance with AISC.

05210 - STEEL JOISTS

- a) Bar joist roof framing, k-series.
- b) Provide joist extensions where required for overhangs and ceiling support.

05310 - STEEL DECK

- a) Roof deck system to be galvanized intermediate rib deck on joists.

05500 - METAL FABRICATION

- a) Pipe railings at exterior stairs.
- b) Rework existing stair/ramp railings to comply with current code requirements.
- c) Miscellaneous framing systems and loose lintels.

DIVISION 6 - WOOD AND PLASTICS

06100 - ROUGH CARPENTRY

- a) Pressure-treated lumber for rough framing, blocking, nailers, etc.
- b) Fire-treated lumber and plywood at canopies.

06200 - FINISH CARPENTRY

- a) Interior hardwood to be stain-grade Red Oak veneer plywood and lumber for custom casework and trim.
- b) Premium grade plastic laminate casework at ; mailbox units shall generally match educational casework specified elsewhere.

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

07200 - INSULATION

- a) Polyisocyanurate board insulation at metal roof areas.
- b) Mineral fiber sound insulation.
- c) Safing Insulation.

07242 - EXTERIOR INSULATION AND FINISH SYSTEM

- a) Dryvit (or equal) exterior wall insulation and finish system, Class PB, at clerestory light monitors and soffits as indicated.

07410 - MANUFACTURED WALL PANELS

- a) Prefinished aluminum-faced composite panels.

07530 - ASPHALT BUILT-UP ROOFING SYSTEM

- a) Retain existing roofing where possible (new 1/95).
- b) Flash new roof penetrations in accordance with requirements of roof warranty.

07600 - FLASHING AND SHEET METAL

- a) Prefinished aluminum copings, gravel stops and flashings exposed to view.
- b) Stainless steel flashing for roof flashings concealed from view.

07610 - METAL ROOF

- a) Prefinished standing seam steel, mechanically field-seamed.

07900 - JOINT SEALERS

- a) Provide appropriate joint sealers compatible with surfaces on which they to are be applied.

DIVISION 8 - DOORS AND WINDOWS

08100 - STEEL DOORS AND FRAMES

- a) Seamless, flush, 16 gage hollow metal doors for interior use, hot-dip galvanized, 14 gauge at exterior.
- b) Hollow metal door frames shall be 16 gauge, welded at interior, hot-dip galvanized 14 gauge at exterior.

08211 - FLUSH WOOD DOORS

- a) Flush red oak veneered solid core wood doors with lifetime guarantee, PC-5.

- b) Fire-rated wood doors to have lock blocks and laminated stiles.
- c) Replace all existing door leaves.

08410 - ALUMINUM ENTRANCES AND STOREFRONTS

- a) Thermally insulated frames with clear, 1" insulating tempered glass.
- b) Medium-stile aluminum doors with clear 1/4" tempered glass.
- c) 20 year guaranteed fluorocarbon finish, color as selected by Architect.
- d) Storefront framing system at glazed stairwall, with 1" insulating glass.

08520 - ALUMINUM WINDOWS

- a) Base Bid: Inswinging hopper vents, AAMA P-AW40.
Add Alternate: Inswinging hopper vents, P-AW50.
- b) Operable units and fixed lites with 1" low-E coated insulating glass in thermally insulated frames.
- c) Finish to match storefront.

08710 - FINISH HARDWARE

- a) Institutional and heavy-duty commercial finish hardware in accordance with handicapped and code requirements.
- b) Typical lockset to be heavy-duty commercial lever-operated cylindrical type.
- c) Replace hardware throughout building.

08800 - GLASS AND GLAZING

- a) Tinted 1" low-E coated insulating glass for exterior application.
- b) Wired glass at fire rated doors in accordance with code requirements.
- c) 1/4" tempered glass at non-fire rated doors and sidelights.

- d) Applied plastic security film on interior surface of all exterior windows and clerestories.

DIVISION 9 - FINISHES

09250 - GYPSUM DRYWALL

- a) Regular gypsum drywall system on metal studs, including joint finishing and accessories. High-strength Louisiana Pacific "Fiberbond" in student occupied areas.
- b) Provide ceilings and bulkheads, and metal suspension system where indicated.

09300 - TILE

- a) Porcelainized - abrasive type for floors.
- b) Glazed - 4 1/4" x 4 1/4" for walls and bases.
- c) Marble thresholds.
- d) Quarry tile at food service preparation areas.

09511 - ACOUSTICAL PANEL CEILINGS

- a) Coarse-textured impact resistant units in corridors.
- b) Vinyl-faced panels in Kitchen.
- c) Non-directional fissured pattern elsewhere.
- d) 2' x 4' panels on intermediate-duty suspension system.

09550 - WOOD GYMNASIUM FLOORING

- a) Maple strip flooring on resilient support system to match existing.
- b) Refinish existing gymnasium flooring and restripe.

09555 - WOOD FLOORING

- a) Oak strip flooring at Stage forward of curtain, softwood strip flooring backstage.
- b) Oak steps and stage edging to match flooring.

09650 - RESILIENT FLOORING

- a) 1/8" through-chip vinyl composition tile.
- b) Sheet linoleum, Marmoleum or equal, in selected areas.
- c) 4" high coved vinyl base.

09680 - CARPETING

- a) Solution-dyed Nylon fiber tufted carpet with tuft-bind guarantee, for direct glue-down installation, 28 oz face weight.

09850 - MULTI-COLOR INTERIOR COATING

- a) Vinyl-based multi-color spatter textured heavy duty paint finish.

09900 - PAINTING

- a) Three-coat latex system (including block filler) at interior locations.
- b) Stained Woodwork - 3 finish coats over stain and open-grain wood filler.
- c) Exposed Ferrous Metal - 2 coats odorless alkyd enamel over pre-primed metal.

DIVISION 10 - SPECIALTIES

10010 - MISCELLANEOUS SPECIALTIES

- a) Provide sliding privacy curtains at cubicles in Health Room.
- b) Provide combination mop and broom holder strip in each Janitor's closet.

10100 - VISUAL DISPLAY BOARDS

- a) Provide new chalkboards, markerboards and tackboards throughout as indicated.

- b) Chalkboards and markerboards shall be porcelain-enameled steel and tackboards shall be plastic impregnated cork, all with aluminum frames.

10160 - TOILET PARTITIONS

- a) Floor-mounted overhead-braced system with high-density polyethelene panels and extruded aluminum trim.
- b) Includes wall support accessories required.

10200 - LOUVERS AND VENTS

- a) Aluminum louvers with Duranar finish
- b) Coordinate with mechanical for size and location.

10505 - METAL LOCKERS

- a) Standard wardrobe lockers, quiet type, 14 gauge non-louvered doors with recessed stainless steel single-point locking device for padlocks (NIC).
- b) Hall lockers to be 15" wide x 18" deep, with metal trim for recess installation.
- c) Athletic lockers to be box type, with single tier units interspersed, fully ventilated, with slope tops.

10652 - FOLDING PANEL PARTITIONS

- a) Panel system at Auditorium to be Series 6900E by Hufcor or equal, electrically operated continuous train operation.
- b) Minimum STC of 53.
- c) Panel finish to be vertically ribbed wall carpet.

10800 - TOILET AND BATH ACCESSORIES

- a) Stainless steel construction.
- b) Include handicapped accessibility accessories.

DIVISION 11 - EQUIPMENT11060 - STAGE CURTAINS

- a) Main act curtain and bi-parting suspension hardware.
- b) Cyclorama and teasers fixed on pipe battens.
- c) All curtains inherently flame resistant.

11132 - PROJECTION SCREENS

- a) Manual pull-down surface-mounted projection screens in classrooms.
- b) Electrically operated screen in Auditorium/Lecture Room.

11138 - TV AND VCR MOUNTING YOKES

- a) Pivoting ceiling-mounted steel yoke assemblies for hanging television and video cassette recorder equipment.
- b) Bretford or equal.

DIVISION 12 - FURNISHINGS12302 - PLASTIC LAMINATE CASEWORK AND FIXTURES

- a) Classroom storage/visual display board unit, teacher's desk and computer station.
- b) Casework and counters shall be either manufacturer's standard items or custom manufactured at Contractor's option.

12360 - LIBRARY CASEWORK

- a) Adjustable wood shelving and casework, specified manufacturer's standard.

12500 - WINDOW TREATMENT

- a) Horizontal 1" blinds and drapery tracks at all windows.

12710 - FIXED AUDIENCE SEATING

- a) Upholstered chairs with plastic backs and self-folding seats.

- b) Equal to Americal Seating 35M Stellar series.
- c) Fabrics selected from manufacturer's standards.

12760 - TELESCOPING BLEACHERS

- a) Wall attached folding bench seating, with side rails and foot level aisles.
- b) Provide portable wheeled power unit for unit operation.

DIVISION 13 - SPECIAL CONSTRUCTION

13650 - STRUCTURAL SKYLIGHTS

- a) Light transmitting, insulated units, Kalwall or equal, factory assembled.
- b) Aluminum-framed glass units, tubular section with integral condensate gutter. Sealed insulating units with laminated and tempered glazing, tinted.

DIVISION 14 - CONVEYING SYSTEMS (Not used).

DIVISION 15 - MECHANICAL & DIVISION 16 - ELECTRICAL

See system narrative and outline specifications following.

JEWISH DAY SCHOOL

MECHANICAL SYSTEMS NARRATIVE

I. GENERAL

- A. The project consists of the complete renovation of the existing building. The existing school is approximately 100,000 square feet.

II. DESIGN CONDITIONS

A. Outside Design Conditions

- 1. Summer: 93°F dry bulb/75°F coincident wet bulb (1993 ASHRAE Handbook of Fundamentals 1% column).
- 2. Winter: 14°F (1993 ASHRAE Handbook of Fundamentals 99% column).

B. Inside Design Conditions

- 1. Summer: 75°F, 60% RH (max).
- 2. Winter: 70°F (min).

C. Outside Air Ventilation

- 1. Outside air requirements will be based on ASHRAE Std. 62-89 IAQ.

**JEWISH DAY SCHOOL
OUTLINE SPECIFICATIONS**

DIVISION 15 - MECHANICAL

15010 - BASIC MECHANICAL REQUIREMENTS

- A. Provide complete bound sets of instructions for operating and maintaining all systems and equipment included in the Contract.
- B. Record any changes in location or size of equipment from that shown on the plans in as-built drawings.
- C. Submit shop drawings in accordance with the General Conditions of the following:
 - 1. Valves
 - 2. Thermometers & Gauges
 - 3. Centrifugal Pumps
 - 4. Insulation
 - 5. Automatic Sprinkler System
 - 6. Domestic Water Piping
 - 7. Sanitary, Storm Drainage and Vent Piping Systems
 - 8. Gas Piping
 - 9. Plumbing Fixtures
 - 10. Domestic Water Heaters
 - 11. HVAC Piping
 - 12. Hydronic Specialties
 - 13. Expansion Tanks
 - 14. Water Treatment
 - 15. Boilers
 - 16. Cooling Tower - Draw-Thru Type
 - 17. Plate Heat Exchanger
 - 18. Heat Pump System, Closed Circuit Water to Air Type & Water to Water Type
 - 19. Fans
 - 20. Metal Ductwork
 - 21. Flexible Ductwork
 - 22. Fire Damper
 - 23. Air Distribution Devices
 - 24. Louvers
 - 25. Variable Volume Terminal Units (VVT)
 - 26. Make-Up Air Units
 - 27. Controls and Instrumentation
 - 28. Fire protection system/stand pipe system 1
 - 29. Pumps
 - 30. Valves - globe, angle, check, plug, butterfly and ball.
 - 31. Pipe guides and anchors
 - 32. Strainers
 - 33. Energy Recovery Units
 - 34. Chemical feed system
 - 35. Floor & roof drains
 - 36. Vibration isolation
 - 37. Identification system
 - 38. Hose reels
 - 39. Heat tape

15100 - VALVES

- A. Valves shall be provided in main piping systems at their source; in branches at mains and risers; in lines to equipment; in lines for proper servicing of accessories; and in lines to groups of two or more fixtures.
- B. Valves shall be suitable for service intended.
- C. Manufacturers shall be:
 - 1. Jenkins
 - 2. Stockham
 - 3. Grinnel

15118 - THERMOMETERS AND GAUGES

- A. Thermometers shall be:
 - 1. Ashcroft: 9-200-36E
 - 2. Moeller: 903AJ
 - 3. Terrice: BX91403-1/2
 - 4. Weiss: 9VS3-1/2
- B. Pressure gauges shall be:
 - 1. Ashcroft: No. 1279A
 - 2. Moeller: Vantage, Case 03
 - 3. Terrice: No. 450SS
 - 4. Weiss: Series UG

15140 - CENTRIFUGAL PUMPS

- A. Pump shall be bronze fitted cast iron, base mounted, vertical or horizontal split case, single or double suction, single stage, centrifugal pumps. Assembly shall include pump, motor, flexible coupling and base plate, inertia pad.
- B. Manufacturers shall be:
 - 1. Weinman
 - 2. Bell and Gossett
 - 3. Taco
 - 4. Peerless

15250 - INSULATION

- A. All insulation materials, adhesives, coatings, and other accessories shall have a fire hazard rating not to exceed 25 for flame spread and 50 for fuel contributed and smoke developed as determined by ASTM E 84, NFPA No. 255 or UL 723.
- B. Label or Listing: Underwriters Laboratories, Inc., label or listing, satisfactory test results from the National Bureau of Standards, or satisfactory certified test report from an approved testing laboratory will be required that fire hazard ratings for materials proposed for use do not exceed those specified. When insulation, vapor carrier covering, wrapping materials, and adhesives are applied separately in the

field, each item shall be tested individually. When insulation, vapor barrier covering, wrapping materials, and adhesives are factory composite systems, they shall be tested as an assembly.

C. All insulation materials shall be as manufactured and installed by the authorized installation agencies of:

1. Armstrong
2. Certaineed
3. Johns Manville
4. Knauf
5. Owens Corning
6. Fiberglass
7. Rubatex

15300 - AUTOMATIC SPRINKLER SYSTEM

A. The wet pipe sprinkler system will be modified for the new layout of rooms where walls are moved. All sprinklers to be replaced with new. Existing sprinkler zones shall be coordinated with the Electrical Drawings for fire alarm annunciation. The water pressure and flow will be checked for accuracy.

B. All work performed, equipment and materials furnished shall conform to standards of National Fire Protection Association and all authorities, codes, laws and regulations governing construction of this building. Codes and standards referred to herein are to be used to establish a minimum standard of construction. Wherever plans and specifications requirements are in excess of code requirements, plans and specifications shall govern.

C. The following standards apply in their entirety:

NFPA No. 13	-	Sprinkler Systems
NFPA No. 14	-	Standpipe and Hose Systems
NFPA 20	-	Centrifugal Fire Pumps
BOCA 1990	-	National Building Code

D. System components shall be manufactured by:

1. Central
2. Grinnell
3. Reliable
4. Star
5. Viking

15410 - DOMESTIC WATER PIPING

A. A new domestic water piping system including valves, fittings, and appurtenances, water service and connection to all equipment requiring water will be provided. The existing system shall be removed in its entirety. The water service shall serve the sprinkler system as well as domestic, and will include an inside meter, backflow preventer and, if required, a pressure reducing station or booster systems. Water piping system will be sized to reduce noise created by friction and insulated.

B. Domestic Water Pipe

1. Pipe within building and above ground: Type L copper water tube per ASTM B 88.
2. Pipe within building and underground: Type K copper pipe with flared joints and

fittings.

3. Fittings: Wrought copper, solder joint, per ANSI B16.22, or 'T-Drill' extruded fittings.
4. Solder: 95/5 Tin Antimony per ASTM B 32, Grade 95TA or 80% copper, 15% silver, and 5% phosphorus.
5. Hangers: Copper or copper plated clevis type.

C. Reduced Pressure Backflow Preventer

1. The reduced pressure backflow preventer shall be a high quality, first line product manufactured by "Febco", "Watts" or "Clayton" Companies, and comply with ASSE Standard 1013.

D. Double Check Valve Assembly Backflow Preventer

1. The double check assembly shall be a high quality, first line product manufactured by "Febco", "Watts" or "Clayton" Companies and comply with ASSE Standard 1015.

15411 - SANITARY, STORM DRAINAGE, AND VENT PIPING SYSTEMS

The existing sanitary and storm drainage systems will be utilized wherever practicable. Renovate the existing sanitary, waste and vent system in compliance with the WSSC. Provide new sanitary waste and vent piping where shown. Connect to existing system within building.

A. The materials of which drainage system pipes and fittings are made shall conform to the specifications set forth in the governing Plumbing Codes. The fittings shall have no ledges, shoulders or reductions which can retard or obstruct flow in the piping. Threaded drainage pipe fittings shall be of the galvanized, recessed drainage type.

B. All sanitary and vent system piping and fittings above ground and within building, shall be service weight cast iron, PVC, or DWV copper.

1. PVC will not be permitted within plenum ceilings.
2. Hubless cast iron soil pipe and fittings will be permitted above ground only.

C. All sanitary and vent piping underground and within building to be service weight cast iron BELL & SPIGOT soil pipe, or schedule 40 PVC.

D. Floor drains and area drains shall be "Zurn" or "Jay R. Smith".

E. Cleanouts shall be "Zurn" or "Jay R. Smith".

15412 - GAS PIPING

A new gas piping system will be provided to serve new gas fired equipment. Science labs will be provided with gas fittings and a master shutoff switch located at or near the teacher's demonstration table.

15440 - PLUMBING FIXTURES

All plumbing fixtures, excluding service sinks, will be replaced with new. Low flow fixtures will be provided per current code. Fixtures shall meet MCPS standard requirements. Fixtures shall be provided as located on the Architectural plans and as required in the Educational Specifications.

A. Water Closets: Floor mounted flush valve type in public restrooms. Water closets to have elongated bowl with white open front seat, less cover, 1.6 gal/flush.

- B. Urinals: Wall hung flush valve type, 1.0 gal/flush.
- C. Lavatories: Counter mounted vitreous china with 2 handle mixing faucets.
- D. Mop Service Basins: Floor mounted, molded stone.
- E. Electric Water Coolers: Wall hung type, handicap accessible.

Products:

- A. China fixtures shall be "Crane", American Standard", or "Kohler".
- B. Flush Valves: "Sloan Regal", "Delaney", or "Zurn".
- C. Faucets: "Delta", "Symmons" "Moen" or "Price Pfister" all brass construction.
- D. Mop Service Basins: "Fiat", "Kohler", or "American Standard".
- E. Electric Water Coolers: "Haws", "Halsey Taylor", or "Oasis".

15450 - DOMESTIC WATER HEATERS

- A. New storage type water heater shall be provided for the school. 100 gallons, 75 MBH input. Unit shall be atmospheric gas fired water heater, with a recovery capacity of 296 gallons per hour at 100°F rise, and a minimum storage capacity of 75 gallons. Tank shall be glass lined, installed in vertical position, and factory insulated. Tank shall be ASME construction. Hot water return system shall extend to within 60' maximum distance (linear piping distance) of all fixtures.

15510 - HVAC PIPING

- A. Piping for heat pump system will be ASA Schedule 40 black steel with either steel welding fittings of same weight as piping in which used, ASA B-16.9 and ASTM A-234 or threaded cast iron, ASA B-16 for standard weight or Type L copper ASTM B-88.
- B. Piping for air conditioning condensate drains will be PVC DWV, copper DWV or type M copper.

15515 - HYDRONIC SPECIALTIES

- A. Work Included
 - 1. Air Separation Devices and Controls
 - 2. Air Vents
 - 3. Suction Diffusers
 - 4. Triple-duty Valves
 - 5. Pressure and Temperature Test Plugs.
- B. Acceptable Manufacturer
 - 1. Bell and Gossett
 - 2. Mueller
 - 3. Taco
 - 4. Armstrong
 - 5. Gerand
 - 6. Peterson Engineering Company

15516 - EXPANSION TANKS

A. Tank: Closed type, welded steel rated for working pressure of 125 psi, cleaned, prime coated and supplied with steel support saddles or properly sized EX-TROL Model AX Pressurized Diaphragm Type Expansion Tank as manufactured by American Tube and Controls, Inc. Tank shall be air precharged to the initial fill pressure of the system. It shall be suitable for a maximum working pressure of 125 psi and shall be furnished with ASME stamp and certification papers. Tank shall have a sealed-in elastomer diaphragm suitable for an operating temperature of 240 degrees F. Tank to be furnished with saddles for horizontal installation.

15540 - WATER TREATMENT

A. This contractor shall engage a reputable water treatment contractor, Arc Company, Inc. or approved equal, to provide a complete water treatment service designed to minimize corrosion, scale formation, and organic growths in the following system:

Cooling Towers
Heat Pump System

15560 - BOILERS

A. Boiler modules shall be of gas fired, condensing fire tube design with a modulating power burner and positive pressure discharge. Each boiler shall be capable of 15:1 turndown of firing rate without loss of combustion efficiency. Heat exchanger/combustion chamber shall incorporate a helical fire tube design that will be self supporting, baffle free, and warranted to withstand thermal shock. Heat exchanger shall be ASME stamped for working pressure not less than 150 psig. Unit shall have an ASME approved relief valve with a setting of 75 psig. Exhaust manifold shall be of corrosion resistant porcelain enameled cast iron, with a 10" diameter flue connection. Exhaust manifold shall have a gravity drain for the elimination of condensation with collecting reservoir.

B. The flame monitoring system shall incorporate a UL recognized combustion safeguard system utilizing interrupted spark ignition and a rectification type flame sensor. An electro-hydraulic double seated safety shutoff valve shall be an inherent part of the gas train.

C. Each boiler module shall incorporate electric probe type low water cutoff and dual over temperature protection including a manual reset in accordance with ASME section IV and CSD-1. Remote fault alarm contacts, sensor failure detection, and auxiliary contacts shall be standard equipment. Boilers shall operate on 120/1/160.

D. Boiler manufacturer shall supply as part of boiler package a completely integrated AERCO Boiler Management System to control all operation and energy input of the multiple boiler plant. The system shall be comprised of a microprocessor based control utilizing pulse width modulation for bumpless transfer of header temperature and sequential firing. The controller shall have the ability to vary each individual module input throughout its full range to maximize the condensing capability of the module and the entire plant without header temperature swings. The controller shall be PID type for accurate temperature control with excellent frequency response. BMS shall provide contact closure for automatic adjustable heat start circuit for plant activation and have contact closure for auxiliary equipment such as pumps and combustion air dampers.

E. The vent system will include breechings and stacks. System will be all stainless steel, dual wall and UL approved for installation with condensing type boiler.

F. The chimney support shall be specifically designed for the chimney and shall be tested, approved and listed by the Underwriters Laboratories. This support shall be capable of supporting four times the

combined weight of the chimney installation.

G. Provide ventilated roof thimble, rain cap, flashing storm collar assembly and accessories to complete chimney system.

15614 - MAKE UP AIR UNITS

- A. Units shall be power vented completely weatherproof and curb-mounted.
- B. Burner systems shall be die formed, corrosion-resistant burners with flanged ports.
- C. Controls shall include automatic, electric gas valve, pressure regulator, limit control, fan control, and electronic intermittent pilot system.
- D. Heat transfer system shall be 321 stainless steel.
- E. Unit will have a built-in power vent system.
- F. Air will be circulated by centrifugal blowers driven by open, drip-proof motor and matching adjustable belt drive.
- G. Unit shall be completely factory wired and will include power panel for one source field electrical connection.
- H. Acceptable manufacturers:
 - 1. Trane
 - 2. Reznor
 - 3. Hastings

15710 - COOLING TOWER - DRAIN-THRU TYPE

- A. The extent of work is indicated by drawings and schedules and by requirements of this section. Each unit is defined to include (but not by way of limitation) casing, fans, drives, motors, sump, and controls and auxiliary components, accessories and interconnecting piping.
- B. UL Labels: Provide electrical components that have been listed and labeled by Underwriters Laboratories.
- C. NEMA Compliance: Comply with applicable portions of National Electrical Manufacturers Association Standards pertaining to motors.
- D. Manufacturer: Baltimore Aircoil.

15755 - PLATE HEAT EXCHANGER

- A. The extent of heat exchanger work is indicated by drawings and schedules and by requirements of this section.
- B. Furnish a Tranter SUPERCHANGER plate and frame type heat exchanger with capacity, pressure drop and piping arrangement as shown on the plans. Provide 10% additional heat transfer surface area to allow for fouling. The unit shall be constructed of 304 stainless steel plates with nitrile,

gaskets, carbon steel baked epoxy enamel painted frame, hard chrome plated carbon steel guide bars, zinc-plated carbon steel tie bolts and a carbon steel painted protective shroud. All pipe connections shall be 316 stainless steel flanged and sized for a maximum of 20 fps water velocity. Connections on the stationary frame are straight nozzles and when required, 90 degree elbow nozzles on the follower frame. Plate separation shall be fixed by contact points between plates and not be gaskets alone.

15785 - HEAT PUMP SYSTEM, CLOSED CIRCUIT WATER TO AIR TYPE & WATER TO WATER TYPE

- A. Provide heat pump system and equipment as shown on the drawings and in accordance with schedule and specifications.
- B. Acceptable manufacturer: Trane, AAF, Singer or Climate Master.
- C. Water to Water Heat Pumps:
 1. General: Equipment shall be completely assembled, piped, internally wired, fully charged with HFC-22, and test operated in the factory. Filters, NPT threaded female domestic water inlet and outlet connection, NPT female condensate connection, thermostat field interface terminal strip, and all safety controls shall be furnished and factory-installed. The system water inlet and outlet connections are a female National Pipe Thread. All equipment shall have decals and labels to aid in the service and indicate caution areas.
 2. Only acceptable manufacturers: Trane, Water Furnace, Florida Heat Pumps and Climate Master subject to compliance with project requirements.
 3. Casing: The cabinet shall be constructed of corrosion resistant "paint grip" galvanized heavy-gauge steel finished with an environmentally compliant, thermally set acrylic coating. Lift-out removable access panels shall be provided for access to the compressor compartment. All panels shall be insulated with ½" thick, 1½lb density, neoprene backed, acoustical fiberglass insulation.
 4. Refrigeration System:
 - a. Compressor: The unit shall include a high efficiency, hermetically sealed compressor with internal spring vibration isolation that absorbs starting and stopping energy. External vibration isolation shall be provided by rubber mounting devices located underneath the mounting base of the compressor. Internal thermal overload protection shall be provided. The compressor shall be designed for heat pump application.
 - b. Water-to-Refrigerant Heat Exchanger: The water-to-refrigerant heat exchanger shall be of a coil-in-shell design. The heat exchanger serves as a flooded evaporator/accumulator in the heating mode and a receiver in the cooling mode. The coil shall be constructed of a helically formed, enhanced surface copper tube encased within a welded steel shell. The coil shall have a working pressure rating of 450 psig on both the refrigerant and water sides. The coil shall have a bidirectional liquid line filter drier to remove any contaminants from entering the circuit.
 - c. Reversing Valve: The reversing valve shall be a pilot operating sliding piston type with replaceable encapsulated magnetic coil. The reversing valve shall be energized in the cooling cycle.
 - d. Refrigerant Tubing: Refrigerant tubing shall be constructed of copper. All low temperature refrigerant lines shall be insulated with an elastomeric insulation that has ⅜" thick wall, flame spread rating of less than 25 and smoke density

rating of less than 50, as tested in accordance with ASTM-84. The elastomeric insulation shall have a UL 94V-5 rating.

- e. Refrigerant Metering: The equipment shall be provided with a bidirectional expansion valve to allow operation from 25 to 120F entering fluid temperatures.
 - f. Service Access: The equipment shall be provided with both high and low pressure Schrader ports. The water regulating valve Schrader port is provided to the outside of the cabinet.
5. Electrical: A factory tested and installed control box shall contain all necessary devices to allow heating and cooling operation of the equipment to occur from the BAS. These devices shall be as follows:
- a. 24 VAC, Energy Limiting Class II, 40 VA.
 - b. Compressor controller shall be a 24 VAC contactor.
 - c. Connections shall be to a terminal strip having a minimum of three terminals located on the unit. This interface shall provide the means of connection between the BAS and equipment controls contained within the unit.
 - d. Electrically operated safety lockout relay. This device shall prevent operation and rapid cycling of the compressor during adverse conditions of operation. This device shall be reset by momentary interruption of power.
 - e. High pressure switch shall protect the compressor against operation at refrigerant system pressures in excess of 395 psig.
 - f. The low water temperature switch shall protect the water-to-refrigerant coil from freezing. This device shall prevent compressor operation at leaving water temperatures below 35F.

D. Console Type Heat Pumps:

1. Conditioner shall be the under-the-window type of two piece construction (1) chassis and integral backplate and (2) removable cabinet enclosure and toe step base with maximum dimensions as shown on the plans. Enclosure shall be capable of supporting an average individual without deformation. Air discharge grille shall be the vertical 12-way reversible or 4-way adjustable. Air inlet to be at toe step. Supply and returns shall be connected to a closed circuit circulating water loop as detailed on the plans or as herein specified. A condensate drain from each conditioner is to be installed as shown on the plans. Conditioner shall be factory assembled for right and left hand piping connections required. Provide finished backs for all units located in front of windows.
2. Conditioner shall contain a sealed refrigeration circuit, consisting of a hermetic motor-compressor with internally fused capacitor, air-to-refrigerant finned tube exchanger, capillary tube, refrigerant reversing valve, and water-to-refrigerant coaxial tube exchanger. Water flow shall pass through copper inner tube with P22 refrigerant in annular outer tube. High and low pressure-temperature cutouts shall be factory installed in the refrigerant circuit.
3. Conditioner fans shall be the large, slow speed, direct drive centrifugal type. Each conditioner shall be furnished with a throw-away filter mounted at the unit inlet. Filter shall be removable without removing front cover.
4. A control panel with "OFF", "HIGH", "LOW", 3 button switch, a two hour override timer, a night setback thermostat, a time delay relay and an automatic changeover thermostats shall be factory mounted under access door at right end of closure.

E. Concealed Vertical and Horizontal Type Heat Pumps

1. Conditioner shall contain a sealed refrigerant circuit, consisting of a hermetic motor-

compressor with internally fused capacitor (none on three phase) air-to-air refrigerant tube coil, capillary expansion tube, refrigerant reversing valve pilot operated water-to-refrigerant coaxial tube exchanger, high pressure and low temperature safety cutouts factory installed on the refrigerant circuit. Cutouts shall be wired through a factory installed lock-out relay, to hold conditioner until it is reset electrically at the circuit breaker panel regardless of the wall thermostat position. Manual reset of cutout at unit will not be allowed.

2. Conditioner blower shall be direct-drive or belt drive, centrifugal type designed to produce a specified air column (CFM) at specified external static pressure at the input voltage and phase specified. Blower motor speed for all models specified shall not exceed 120 rpm synchronous speed. Motor shall have a normal two-year lubrication capacity and shall be lubricated once a year as part of normal maintenance with manufacturer's instructions.
3. Conditioner shall be provided with a one inch thick fiberglass filter installed in a four-sided frame at the air inlet. Contractor shall remove one side in field to accommodate the direction of the most accessible filter pull. Piping and electrical connections shall be so located to eliminate any interference with removal replacement of filter.

15841 - ENERGY RECOVERY UNITS WITH PLATE HEAT EXCHANGERS

A. Only acceptable manufacturers:

1. Heatex, Inc. Model "Laser 2", Des Champs Laboratories, Incorporated or Engineered Air subject to compliance with project requirements.

B. Unit casing shall be constructed with 18 gauge galvanized steel cabinets throughout the house fans, motors, heat exchanger, and other equipment. Cabinets shall have full access provisions to all components requiring service. The exterior of the cabinets shall be coated with 100% Acrylic latex, corrosion, and weather resistant primer. The coating must meet or exceed Federal Standard 141a and ASTM D-2247-68. All interior surfaces of cabinets subject to undesirable heat gains or losses or to condensing of moisture shall be insulated with minimum 1.5 lb. density NFPA approved fiberglass insulation. The insulation shall be mechanically held by capped weld pins and be protected from abuse near access doors and maintenance areas. The unit shall be made of double wall construction. Access doors shall be gasketed, insulated, double-wall constructed with continuous hinges for rigidity and air tight enclosure. A heat sensor in the exhaust plenum preset to a predetermined temperature causes a fire damper in the supply duct opening to be closed and the supply fan motor to be shut off thereby preventing air from entering the building through the supply opening. All roof and side wall seams shall be positively sealed and capped to prevent water and air leakage. All bolts and sheet metal screws that penetrate the unit casing shall be gasketed and sealed. Exhaust air system shall meet NFPA96. The point where the exhaust air enters the heat exchanger shall be 16 gauge welded aluminized steel, externally insulated, and clad with galvanized encasement.

C. The base of the package shall be fabricated from structural steel. All structurals shall be welded and finished items are to be painted with one coat of lead or zinc oxide primer. Base shall have sufficient cross members to support the package without bending or deforming the casing and proper equipment alignment. Lugs for lifting the unit shall be an integral part of the structural frame.

D. Energy recovery modules shall be constructed of galvanized steel housing and 10 mil aluminum heat transfer medium. The heat transfer surface shall be continuous sheet of die-formed and folded aluminum that provides a smooth, continuous path for minimum air resistance and maximum energy transfer. The ends of the folded and formed energy transfer medium shall be embedded in non-toxic, non-flammable refractory cement of high temperature capability and providing 100% sealing between the two gas streams. At rated capacity, the modules shall have a pressure drop less 0.9-inches of W.C., an effectiveness greater than 68%, and be capable of withstanding 10-inches W.C. of differential pressure

between air streams. See schedule for specific energy recovery performance. The heat exchangers shall either have removable covers for complete access to the exhaust side of the exchanger or have removable modules.

E. The supply and exhaust fans shall be centrifugal of heavy duty design (AMCA certified), and have ball or roller bearings either permanently greased or have grease fittings. The supply and exhaust fan shall be of the SWSI arrangement.

F. V-belt drives to be by sheave and belts and both shall have a 1.5 service factor. Provide spring-type vibration isolators and flexible duct connections to isolate the fans from the cabinet housing as required. Fan drive motors shall be NEMA standard, "T" frame.

G. The motors shall be equipped with greaseable ball bearings and shall be mounted on adjustable sliding type bases.

H. The filters shall be two-inch disposable and mount-upstream of the supply fan. The filters shall be as recommended by the filter manufacturer for optimum efficiency and pressure drop.

I. Electrical panel shall be provided with hinged access doors and an approved locking device. All items are to be labeled and wired to a numbered terminal strip. All wiring shall be number tagged at each end to match the control diagram supplied. Full operating and maintenance instructions shall accompany each unit. The systems shall include the following components required for automatic operation:

1. Main disconnect switch
2. Control circuit transformer
3. Control circuit fuses
4. Remote station with power switch and fan switches.
5. Factory mounted variable frequency drive per 15172.
 - a. Factory mounted VFD to provide control for both supply and exhaust ran motors.

In addition, all safety controls - required for operation with any of the following accessories selected - shall be provided and mounted or wired to the control enclosure panel.

J. Electrical System: Wiring for the unit requires only a power connection to the main disconnect and inter-connecting safety control wires from the remote control panel to the main control panel on the unit casing. A 120-volt service outlet is provided. All components are fully wired and tested prior to shipment and all major electrical components are UL listed. All electrical wiring shall be run in raintight flexible electrical conduit and connected to the terminal points with raintight fittings.

K. Provide opposed blade minimum leakage damper for outdoor return and exhaust air.

L. Provide a traversing defrost plate, traversing motor and assembly to use the heat in the warm exhaust to melt frost.

M. Provide factory installed chilled water coil.

N. Provide factory installed hot water coil.

O. Unit shall have internal pipe space for coil connections. Pipe chase compartment shall be insulated and factory assembled. Electric heater shall be manufacturer installed for freeze protection.

A. **Manufacturers:** Provide products produced by one of the following: Acme Engineering and Manufacturing Co., Carnes Co., Cook Company, Greenheck Fan Corporation, Jenn Industries, Inc., Penn Ventilator Co., and Trane.

B. **AMCA Seals:** Provide products which bear Air Movement and Control Association (AMCA) certified performance rating seals.

C. **UL Labels:** Fan components shall be listed and labeled by Underwriters Laboratories.

D. **NEMA Compliance:** Comply with applicable portions of National Electrical Manufacturers Association Standards for motors and indicated applications.

15881 - METAL DUCTWORK

A. The extent of metal ductwork is indicated on the drawings and by the requirements of this section. Low-pressure ductwork velocity classification will be 2500 fpm and its static pressure classification will be 2" w.g., positive or negative. Low-pressure duct sealing requirements will be seal Class B.

B. All other ducts, supply, return and exhaust will be of the low-pressure classification.

C. **Industry Standards**

1. Comply with SMACNA (Sheet Metal and Air Conditioning Contractors' National Association HVAC duct construction standards (Metal and Flexible First Edition, 1985) recommendations for fabrication, construction and details, and installation procedures, except as otherwise indicated.
2. Comply with ASHRAE (American Society of Heating, Refrigerating and Air-conditioning Engineers) recommendations, except as otherwise indicated. SMACNA take precedence.

D. Standard welded seam/joints steel shall be used for all kitchen exhaust duct work with complete compliance with NFPA 96. Aluminum duct with welded seams/joints shall be used for dishwasher exhaust duct. Duct mate mechanical fasteners are recommended for general duct construction.

15884 - FLEXIBLE DUCTWORK

A. Insulated flexible duct shall be all metal, constructed of 2 ply corrugated aluminum laminate. Flexible duct shall be semi-rigid and capable of being easily hand-preformed into elbows, offsets, etc.

B. **Temperature:** 0 - 350°F.

C. **Working Pressure:** Minus 20" to Plus 20" w.g.

D. **Velocity:** To 4000 FPM.

E. **Code Compliance:** UL-181, Class 0, NFPA 90A.

F. **Manufacturers:** Triplelock or equal.

15890 - FIRE DAMPERS

A. Provide curtain type fire dampers in the sizes indicated with 165°F fusible links unless otherwise

indicated. Types shall be as follows:

B. Manufacturers shall be:

1. American Warming and Ventilating Co.
2. Ruskin
3. PREFCO Products

15930 - AIR DISTRIBUTION DEVICES

A. Furnish and install air distribution devices to control air in all areas of the project.

B. Supply and return air outlet shall be of sizes and in location shown on drawings. The manufacturer shall be responsible for checking these sizes and shall submit for approval any deviation from sizes as shown to provide proper air distribution within occupied zone that will be free from unequal temperature and draft complaints.

C. Manufacturers shall be:

1. Tuttle and Bailey
2. Titus
3. Anemostat

4. Barber Colman
5. Kruger
6. Carnes

15931 - LOUVERS

A. Louvers shall be 4" deep and shall have extruded aluminum blades and frames of not lighter than .081" thick 6063-T5 alloy. Blades shall be on 3-1/2" centers with two (2) reinforcing VS and integral downspouts to drain the water from the louver blades. Louvers shall have channel frames.

B. Manufacturers shall be:

1. American Warming and Ventilating
2. Air Balance Inc.

15945 - VARIABLE VOLUME TERMINAL UNITS (VVT)

A. The changeover/bypass VVT systems shall control the heating/cooling air conditioning unit to provide individual zone temperature control. The system shall monitor the heating or cooling needs of each zone and automatically change the system operation from heating to cooling or vice versa.

B. manufacturers will be Trane, Carrier or York.

C. Provide one year manufacturer's parts and labor warranty.

D. Zone thermostat shall be sensor, night setback override push button and communications jack.

15950 - CONTROLS AND INSTRUMENTATION

A. Furnish, install, and place in operation a complete system of automatic temperature controls.

B. The controls system shall include all instruments, valves, dampers, damper operators and associated regulators and appurtenances required to provide a complete system as specified, described and/or detailed on plans, all other necessary accessories and a complete system of electric wiring, and/or pneumatic tubing for the interconnection of all parts of the system shall be provided.

C. The temperature control and Energy Management System will be the Direct Digital type.

"END"

DIVISION 16 - ELECTRICAL

16010 - BASIC ELECTRICAL REQUIREMENTS

- A. Provide complete bound sets of instructions for operating and maintaining all systems and equipment included in the Contract.
- B. Record any changes in location or size of equipment from that shown on the plans in as-built drawings.
- C. Submit shop drawings in accordance with the General Conditions of the following:
 - 1. Switchboard
 - 2. Transformers
 - 3. Panelboards
 - 4. Lighting Fixtures
 - 5. Wiring Devices
 - 6. Generator and Automatic Transfer Switch
 - 7. Fire Alarm System
 - 8. Telecommunications Systems
 - 9. Sound Reinforcing Systems

16050 - BASIC ELECTRICAL MATERIALS AND METHODS

- A. All electrical materials and apparatus furnished for the project shall be new and shall be approved by U.L. Inc.
- B. An electrical certificate from the County inspection must be submitted prior to or with final payment invoice.

16110 - RACEWAYS

- A. All work installed above grade shall be in metallic raceways.
- B. All work below grade shall be in PVC Schedule 40. Multiple conduit runs and site distribution ducts shall be encased in concrete.
- C. All large motors (10 HP and up) and all panel feeders shall be in rigid galvanized threaded steel conduit. Intermediate metal conduit (IMC) with threaded connections may be used in those exposed areas where risk of damage is minimal. Conduits larger than 1-1/2" in size shall be rigid galvanized steel conduit. Conduits smaller than 1-1/2" in size shall be EMT with set screw fittings.
- D. Flexible conduit shall be used for lighting fixture connections, and for motors and other equipment subject to vibration. Liquid tight flexible conduit shall be used in damp or wet areas.
- E. Make provisions for a complete building-wide data/voice/image/TV wiring system by providing flush, wall mounted, backboxes with empty conduit run concealed in the wall and turned out of the wall at a point above the rooms hung ceiling.

16120 - WIRES AND CABLES

- A. All conductors shall be copper with minimum 600 volt insulation, rated 75°C.
- B. Insulation shall be THW, THWN-THHN or XHHW.

EXHIBIT C

SUBLEASE AGREEMENT

This Sublease Agreement, made as of the 1st day of July, 1998 by and between GREATER WASHINGTON JEWISH COMMUNITY FOUNDATION, (hereinafter referred to as "**Sublessor**"), and CHARLES E. SMITH JEWISH DAY SCHOOL (hereinafter referred to as "**Sublessee**");

W I T N E S S E T H :

WHEREAS, by Amended and Restated Lease Agreement dated the 1st day of July, 1998, (hereinafter referred to as the "**Overlease**"), Montgomery County, Maryland (hereinafter referred to as the "**Lessor**"), leased to Sublessor, as Lessee, certain real property with improvements thereon erected in Rockville, Maryland known as the former Randolph Junior High School, all as shown on Exhibit A of the Overlease (the "**Demised Premises**"), at the rent and upon and subject to the terms and conditions set forth in the Overlease; and

WHEREAS, Sublessee desires to sublet the entirety of the Demised Premises from Sublessor (subject to the sublease rights of the Board of Jewish Education ("**BJE**") pursuant to the Sublease of even date herewith by and between Sublessor and BJE (the "**BJE Sublease**"));

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns, mutually covenant and agree as follows:

1. Demised Premises. Sublessor does hereby sublease to Sublessee, and Sublessee does hereby sublease from Sublessor, for the term and upon the conditions hereinafter provided, the entirety of the Demised Premises.

2. Specifications. Sublessor hereby subleases to Sublessee, and Sublessee hereby hires from Sublessor, the Demised Premises, upon and subject to the terms and conditions herein set forth, in its "as is" condition existing on the date possession is delivered to Sublessee, without requiring any alterations, improvements, repairs or decorations to be made by Sublessor, or at Sublessor's expense, either at the time possession is given to Sublessee or during the entire term of this Sublease, or any extension thereof. In connection therewith, Sublessee represents that it has thoroughly examined the Demised Premises.

3. Term. The term of this Sublease shall commence on the Commencement Date of the entirety of the Overlease, and shall expire on the 30th day of June, 2025, or on such earlier date

upon which said term may expire or be terminated pursuant to any of the conditions or limitations or other provisions of this Sublease or pursuant to law. In the event Lessor terminates the Overlease pursuant to Article 5 thereof, this Sublease shall expire on the date of such termination. Sublessee shall have the option to extend the term of this Sublease for three (3) consecutive five (5) year periods under the same terms and conditions herein contained. If Sublessee exercises any such option, Sublessor shall timely exercise its option to extend the Overlease for the same period.

4. Rent. The rent which Sublessee hereby agrees to pay to Sublessor in advance, and Sublessor hereby agrees to accept, shall be the amounts of rent due and owing under the Overlease (less One Hundred Dollars (\$100.00) per year). The rent and any other charges herein reserved or payable shall be paid to Sublessor at its offices at 6101 Montrose Road, Rockville, Maryland 20852, Attention: Director, Facilities and Services, or at such other place as Sublessor may designate in writing, in lawful money of the United States of America without demand therefor and without and deduction, setoff or abatement whatever, except as expressly provided in this Sublease. The foregoing notwithstanding, provided Lessor consents thereto, rent may, as a convenience to Sublessor, be paid directly by Sublessee to Lessor.

5. Use. Sublessee will use and occupy the Demised Premises solely for those purposes permitted under the Overlease. Without the prior written consent of Lessor and Sublessor, the Demised Premises will not be used for any other purposes.

6. Alterations. Sublessee shall not make any alteration, improvement, decoration, or installation (hereinafter called "**Alterations**") in or to the Demised Premises, without in each instance, to the extent such consent is required under the Overlease, obtaining the prior written consent of Lessor. Sublessor's consent shall not be required for any Alterations. Upon expiration of the term, Sublessee shall surrender the Demised Premises in the condition the same are required to be surrendered by Sublessor to Lessor.

7. Terms of Overlease. All of the terms, provisions, covenants and conditions of the Overlease are incorporated herein by reference and hereby made a part of and are superior to this Sublease Agreement, except as herein otherwise expressly provided. As between the parties hereto, Sublessee hereby assumes all of the obligations of the Sublessor, as the Lessee, under the Overlease. Sublessor shall have all of the rights of the Lessor under the Overlease as against Sublessee and, as between the parties hereto, Sublessor agrees to observe and perform the terms, covenants and conditions on its part to be observed and performed hereunder as well as those applicable terms, covenants and conditions to be observed and performed by Lessor under the Overlease with respect to the Demised Premises. Notwithstanding anything in this Sublease to the contrary, Sublessee agrees that Sublessor shall not be obligated to furnish for Sublessee any services of any nature whatsoever. However, Sublessor shall be obligated to take all action

necessary to obtain the performance of and furnishing of such services for the Demised Premises by Lessor pursuant to the terms of the Overlease. Sublessee shall obtain and maintain all insurance types and coverages as specified in the Overlease to be obtained and maintained by Sublessor, as Lessee, in amounts not less than those specified in the Overlease. All policies of insurances obtained by Sublessee shall name Lessor and Sublessor as additional insureds therein in accordance with the Overlease. Sublessee's insurance shall be primary over Lessor's and Sublessor's insurance.

Sublessee acknowledges that it has received a true copy of the Overlease, that it has reviewed the Overlease, and that it is familiar with the contents thereof.

8. Sublessee's Covenants. Sublessee covenants and agrees that Sublessee will not do anything which would constitute a default under the Overlease or omit to do anything which Sublessee is obligated to do under the terms of this Sublease and which would constitute a default under the Overlease. Sublessor shall not modify or amend the Overlease in any manner without Sublessee's prior written consent.

9. Assignment of Rights Under Overlease. Sublessor hereby assigns to Sublessee its right to receive any funds Sublessor is entitled to receive pursuant to Articles 9(D) and 18 of the Overlease, and its right to purchase under Article 39 thereof.

10. Indemnification. Sublessee shall and hereby does indemnify and hold Lessor and Sublessor harmless from and against any and all actions, claims, demands, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) asserted against, imposed upon or incurred by Lessor or Sublessor by reason of (a) any violation caused, suffered or permitted by Sublessee, its agents, servants, employees or invitees, of any of the terms, covenants or conditions of the Overlease and (b) any damage or injury to persons or property occurring upon or in connection with the use or occupancy of the Sublessor, or its agents, employees or invitees.

11. Entire Agreement. This Sublease contains all of the covenants, agreements, terms, provisions, conditions, warranties and understandings relating to the leasing of the Demised Premises and Sublessor's obligations in connection therewith, and neither Sublessor nor any agent or representative of Sublessor has made or is making, and Sublessee in executing and delivering this Sublease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Sublease. All understandings and agreements, if any, heretofore had between the parties are merged to this Sublease, which alone fully and completely expresses the agreement of the parties. The failure of Sublessor to insist in any instance upon the strict keeping, observance or performance of any covenant, agreement, term, provision or condition of this Sublease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term,

provision, condition or election, but the same shall continue and remain in full force and effect. No waiver or modification of any covenant, agreement, term, provision or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by Lessor and Sublessor. No surrender of possession of the Demised Premises or of any part thereof or of any remainder of the term of this Sublease shall release Sublessee from any of its obligations hereunder unless accepted by Sublessor in writing.

12. Successors and Assigns. The obligations of this Sublease shall bind and benefit the successors and permitted assigns of the parties with the same effect as if mentioned in each instance where a party hereto is named or referred to.

13. Notices. Any and all communications delivered hereunder shall be sent by first-class mail: if to Lessor, c/o Division of Facilities & Services Leasing, Management, 110 N Washington Street, Suite 318, Rockville, Maryland 20850; if to Sublessor, at 6101 Montrose Road, Rockville, Maryland 20852, Attention: Director, Facilities and Services, and if to Sublessee at 1901 East Jefferson Street, Rockville, Maryland 20852, or to such other address and attention as any of the above shall notify the others in writing.

14. Lessor's Consent. By its execution of the Overlease, Lessor has consented to this Sublease.

15. Amendments to Sublease. Sublessor and Sublessee shall not amend this Sublease without Lessor's prior written consent.

IN WITNESS WHEREOF, Sublessor and Sublessee have duly executed this Sublease as of the day and year first above written.

SUBLESSOR:

THE GREATER WASHINGTON JEWISH
COMMUNITY FOUNDATION

By: 
Name: Ralph S. Dweck
Title: President

SUBLESSEE:

CHARLES E. SMITH JEWISH DAY SCHOOL

By: 
Name: Annette Forseter
Title: President Bd of Directors

EXHIBIT D

SUBLEASE AGREEMENT

This Sublease Agreement, made as of the 1st day of July, 1998 by and between GREATER WASHINGTON JEWISH COMMUNITY FOUNDATION, (hereinafter referred to as "**Sublessor**"), and BOARD OF JEWISH EDUCATION (hereinafter referred to as "**Sublessee**");

WITNESSETH:

WHEREAS, by Amended and Restated Lease Agreement dated the 1st day of July, 1998, (hereinafter referred to as the "**Overlease**"), Montgomery County, Maryland (hereinafter referred to as the "**Lessor**"), leased to Sublessor, as Lessee, certain real property with improvements thereon erected in Rockville, Maryland known as the former Randolph Junior High School, all as shown on Exhibit A of the Overlease (the "**Demised Premises**"), at the rent and upon and subject to the terms and conditions set forth in the Overlease; and

WHEREAS, Sublessee desires to sublet a portion of the Demised Premises from Sublessor (subject to the sublease rights of the Charles E. Smith School (the "**Smith School**") pursuant to the Sublease of even date herewith by and between Sublessor and the Smith School (the "**Smith School Sublease**"));

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns, mutually covenant and agree as follows:

1. Demised Premises. Sublessor does hereby sublease to Sublessee, and Sublessee does hereby sublease from Sublessor, for the term and upon the conditions hereinafter provided, the portion of the Demised Premises shown on Exhibit A attached hereto (the "**Subleased Demised Premises**"), provided that Sublessee shall have the right of usage solely between the hours of 6:00 P.M. and 10:00 P.M., Monday through Thursday, or as otherwise agreed.

2. Specifications. Sublessor hereby subleases to Sublessee, and Sublessee hereby hires from Sublessor, the Subleased Demised Premises, upon and subject to the terms and conditions herein set forth, in its "as is" condition existing on the date possession is delivered to Sublessee, without requiring any alterations, improvements, repairs or decorations to be made by Sublessor, or at Sublessor's expense, either at the time possession is given to Sublessee or during the entire term of this Sublease, or any extension thereof. In connection therewith, Sublessee represents that it has thoroughly examined the Subleased Demised Premises.

3. Term. The term of this Sublease shall commence on the Commencement Date of the entirety of the Overlease, and shall expire on the 30th day of June, 2025, or on such earlier date upon which said term may expire or be terminated pursuant to any of the conditions or limitations or other provisions of this Sublease or pursuant to law. In the event Lessor terminates the Overlease pursuant to Article 5 thereof, this Sublease shall expire on the date of such termination. Sublessee shall have the option to extend the term of this Sublease for three (3) consecutive five (5) year periods under the same terms and conditions herein contained, but only if the Smith School exercises its option to extend with respect to such period. If Sublessee exercises any such option, Sublessor shall timely exercise its option to extend the Overlease for the same period.

4. Rent. The rent which Sublessee hereby agrees to pay to Sublessor in advance, and Sublessor hereby agrees to accept, shall be One Hundred Dollars (\$100.00) per year, payable in advance. The rent and any other charges herein reserved or payable shall be paid to Sublessor at its offices at 6101 Montrose Road, Rockville, Maryland 20852, Attention: Director, Facilities and Services, or at such other place as Sublessor may designate in writing, in lawful money of the United States of America without demand therefor and without and deduction, setoff or abatement whatever, except as expressly provided in this Sublease. The foregoing notwithstanding, provided Lessor consents thereto, rent may, as a convenience to Sublessor, be paid directly by Sublessee to Lessor.

5. Use. Sublessee will use and occupy the Subleased Demised Premises solely for those purposes permitted under the Overlease. Without the prior written consent of Lessor and Sublessor, the Subleased Demised Premises will not be used for any other purposes.

6. Alterations. Sublessee shall not make any alteration, improvement, decoration, or installation (hereinafter called "**Alterations**") in or to the Subleased Demised Premises, without in each instance, to the extent such consent is required under the Overlease, obtaining the prior written consent of Lessor. Sublessor's consent shall not be required for any Alterations. Upon expiration of the term, Sublessee shall surrender the Subleased Demised Premises in the condition the same are required to be surrendered by Sublessor to Lessor.

7. Terms of Overlease. All of the terms, provisions, covenants and conditions of the Overlease are incorporated herein by reference and hereby made a part of and are superior to this Sublease Agreement, except as herein otherwise expressly provided. As between the parties hereto, Sublessee hereby assumes all of the obligations of the Sublessor, as the Lessee, under the Overlease. Sublessor shall have all of the rights of the Lessor under the Overlease as against Sublessee and, as between the parties hereto, Sublessor agrees to observe and perform the terms, covenants and conditions on its part to be observed and performed hereunder as well as those applicable terms, covenants and conditions to be observed and performed by Lessor under the Overlease with respect to the Subleased Demised Premises. Notwithstanding anything in this

Sublease to the contrary, Sublessee agrees that Sublessor shall not be obligated to furnish for Sublessee any services of any nature whatsoever. However, Sublessor shall be obligated to take all action necessary to obtain the performance of and furnishing of such services for the Demised Premises by Lessor pursuant to the terms of the Overlease.

Sublessee acknowledges that it has received a true copy of the Overlease, that it has reviewed the Overlease, and that it is familiar with the contents thereof.

8. Sublessee's Covenants. Sublessee covenants and agrees that Sublessee will not do anything which would constitute a default under the Overlease or omit to do anything which Sublessee is obligated to do under the terms of this Sublease and which would constitute a default under the Overlease. Sublessor shall not modify or amend the Overlease in any manner without Sublessee's prior written consent.

9. Assignment of Rights Under Overlease. Sublessee acknowledges that Sublessor has assigned to the Smith School its right to receive any funds Sublessor is entitled to receive pursuant to Articles 9(D) and 18 of the Overlease, and its right to purchase under Article 39 thereof.

10. Indemnification. Sublessee shall and hereby does indemnify and hold Lessor and Sublessor harmless from and against any and all actions, claims, demands, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) asserted against, imposed upon or incurred by Lessor or Sublessor by reason of (a) any violation caused, suffered or permitted by Sublessee, its agents, servants, employees or invitees, of any of the terms, covenants or conditions of the Overlease and (b) any damage or injury to persons or property occurring upon or in connection with the use or occupancy of the Sublessor, or its agents, employees or invitees.

11. Entire Agreement. This Sublease contains all of the covenants, agreements, terms, provisions, conditions, warranties and understandings relating to the leasing of the Subleased Demised Premises and Sublessor's obligations in connection therewith, and neither Sublessor nor any agent or representative of Sublessor has made or is making, and Sublessee in executing and delivering this Sublease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Sublease. All understandings and agreements, if any, heretofore had between the parties are merged to this Sublease, which alone fully and completely expresses the agreement of the parties. The failure of Sublessor to insist in any instance upon the strict keeping, observance or performance of any covenant, agreement, term, provision or condition of this Sublease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver or modification of any covenant, agreement, term,

provision or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by Lessor and Sublessor. No surrender of possession of the Subleased Demised Premises or of any part thereof or of any remainder of the term of this Sublease shall release Sublessee from any of its obligations hereunder unless accepted by Sublessor in writing.

12. Successors and Assigns. The obligations of this Sublease shall bind and benefit the successors and permitted assigns of the parties with the same effect as if mentioned in each instance where a party hereto is named or referred to.

13. Notices. Any and all communications delivered hereunder shall be sent by first-class mail: if to Lessor, c/o Division of Facilities & Services Leasing, Management, 110 N Washington Street, Suite 318, Rockville, Maryland 20850; if to Sublessor, at 6101 Montrose Road, Rockville, Maryland 20852, Attention: Director, Facilities and Services, and if to Sublessee at _____, or to such other address and attention as any of the above shall notify the others in writing.

14. Lessor's Consent. By its execution of the Overlease, Lessor has consented to this Sublease.

15. Amendments to Sublease. Sublessor and Sublessee shall not amend this Sublease without Lessor's prior written consent.

IN WITNESS WHEREOF, Sublessor and Sublessee have duly executed this Sublease as of the day and year first above written.

SUBLESSOR:

THE GREATER WASHINGTON JEWISH
COMMUNITY FOUNDATION

By: 
Name: Ralph S. Dweck
Title: President

SUBLESSEE:

BOARD OF JEWISH EDUCATION

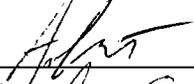
By: 
Name: Av. S. West
Title: Executive Director

Exhibit A

Subleased Demised Premises

Six (6) contiguous classrooms (or classrooms in close proximity to one another) in an area of the building to be mutually agreed upon.

Former Randolph JHS Site
Tax ID# 04-502-0045840

LEASE AGREEMENT

THIS LEASE made as of the 21st day of July, 1998, by and between the BOARD OF EDUCATION OF MONTGOMERY COUNTY (hereinafter "Landlord"), 850 Hungerford Drive, Rockville, Maryland 20850, and CHARLES E. SMITH JEWISH DAY SCHOOL (hereinafter "Tenant"), 1901 East Jefferson Street, Rockville, Maryland 20852.

WITNESSETH:

WHEREAS, pursuant to that certain lease dated May 21, 1984 (the "Prime Lease") Landlord leased to Montgomery County, Maryland (the "County") the premises (the "Entire Premises") known as the former Randolph Junior High School, located at 11710 Hunters Lane, Rockville, Maryland, as shown with more particularity in Exhibit A attached hereto.

WHEREAS, pursuant to that certain Amended and Restated Lease Agreement dated _____, 1998 (the "Foundation Lease") the County has subleased to Greater Washington Jewish Community Foundation (the "Foundation") a portion of the Entire Premises (the "School Premises").

WHEREAS, pursuant to that certain Sublease dated as of _____, 1998 (the "Smith School Sublease") the Foundation, has, with the consent of the County, subleased the School Premises to Tenant.

WHEREAS, Tenant intends to operate an upper school in and on the School Premises and in connection therewith requires use of the athletic fields which

adjoin the School Premises (the "Leased Premises"), which athletic fields are part of the Entire Premises, but not included in the School Premises. The Entire Premises consists of the School Premises and the Leased Premises.

WHEREAS, Landlord has agreed to convey fee simple title to the School Premises to the County (or appropriately extend the term of the Prime Lease) and enter into this Lease with the Tenant, so as to enable Tenant to utilize the Leased Premises in connection with its operation of an upper school in and on the School Premises.

NOW, THEREFORE, for good and valuable consideration, Landlord hereby rents to Tenant, and Tenant hereby rents from Landlord, the Leased Premises, upon the following terms and conditions:

I. LEASED PREMISES. The Leased Premises consists of portions of that certain tract of land lying in Montgomery County, Maryland, as conveyed to the Board of Education by deed dated October 4, 1960 and recorded in Liber 2784 Folio 262, and a deed dated October 27, 1995 and recorded in Liber 2130 Folio 323. The Leased Premises are more particularly shown as hatched in red on the Exhibit A attached hereto. As soon as reasonably possible, Landlord will install metal stakes along the boundaries of the Leased Premises in sufficient number to set forth the boundaries thereof.

II. TERM. Subject to the cancellation provision in Paragraph V, the term of this Lease shall be six (6) years and eight (8) months. The term shall commence on August 1, 1998 (the

"Commencement Date"), and terminate six (6) years and eight (8) months from the date thereof. So long as the Foundation Lease and Smith School Sublease are in force and effect, Tenant shall have the right to extend the term of this Lease for five (5) additional periods of five (5) years each, provided (i) Tenant notifies Landlord in writing of its desire to extend the Lease for such period (such notice to be given no later than one (1) year prior to expiration of the then current term) and (ii) Landlord agrees to such extension in writing. The foregoing notwithstanding, Landlord shall give its written consent to such extension unless Landlord notifies Tenant in writing no later than thirty (30) days following Landlord's receipt of Tenant's notice of desire to extend the term that (x) the Cancellation Right Circumstances (hereinafter defined) exist, and (y) Landlord agrees to pay to Tenant the Reimbursement Amount (hereinafter defined). In addition, in the event Landlord declines to give its consent to such extension, the sharing arrangements described in Paragraph V below, and Exhibit B attached hereto, shall apply. Landlord hereby acknowledges that Tenant desires to secure the use of the Leased Premises for the duration of the Smith School Sublease, which includes options that may extend its term for ten years beyond the conclusion of the last of the additional extension periods of this Lease Agreement, referred to above. Accordingly, in the event that each of the five extension periods of this Lease Agreement is exercised, Landlord agrees to give priority consideration to Tenant and to enter into discussions with Tenant at the beginning of the

third year of the final five-year extension concerning the negotiation of a new lease for two (2) additional five-year periods upon such reasonable terms and conditions as the parties shall determine (the first of which period is to begin immediately following the conclusion of the five extension periods referred to herein).

III. RENTAL. Tenant hereby covenants and agrees to pay or cause to be paid, as annual rent to Landlord, for each year of the term (including extensions and renewals), the sum of One Dollar (\$1.00). Annual Rent shall be payable on the Commencement Date and on subsequent anniversaries thereof. Rent shall be made payable to Montgomery County Public Schools and delivered to the Department of Facilities Management, 850 Hungerford Drive, Rockville, Maryland 20850. Landlord and Tenant acknowledge that the aforesaid rent is nominal, and that the additional consideration for this Lease includes Tenant's obligations regarding maintenance of the Leased Premises.

IV. PURPOSE. The Leased Premises shall be used only for lawful and proper school-related physical education purposes of Tenant's upper school operation, including interscholastic athletic events. Tenant will enjoy the same rights to use the fields as do regular public school programs (i.e. priority use during school hours and compliance with Montgomery County's community use law during non-school hours). Tenant will provide Community Use of Public Facilities with a schedule of its planned activities for the fields on a semi-annual basis. The fall/winter schedule (September through March) must be submitted by July 15 and the spring/summer schedule

(April-August) by February 1. Times not scheduled for school-related physical education activities are presumed to be available for community use, and any use by the Tenant deviating from its previously submitted schedule will be subject to the approval of Community Use of Public Facilities. No grading, cutting of trees, removal of sod or topsoil and no installation of permanent or temporary structures, including fencing, shall be done without the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed, provided all such work complies with then current MCPS guidelines. In the event Tenant delivers to Landlord a certificate of its architect stating that improvements have been installed in accordance with plans and specifications approved by Landlord and then current MCPS guidelines, such certification shall be conclusive unless Landlord notifies Tenant of its disagreement with such certification (and the specifics of such disagreement), based upon an inspection thereof, by notice to Tenant given (unless otherwise agreed in writing by the parties from time to time) no later than one hundred eighty (180) days following receipt of the certification from Tenant's architect. Tenant shall have no duty to remove or restore approved improvements or changes upon expiration of the term of this Lease or any extensions or renewals thereof unless such restoration was a condition of Landlord's approval. Tenant agrees to maintain the Leased Premises to generally acceptable standards and to control all noxious weeds in accordance with local and State laws.

V. CANCELLATION BY LANDLORD. This Lease may be canceled at any time by Landlord (including any extension period) upon two hundred forty (240) days written notice to Tenant upon determination by Landlord in its sole discretion, acting in good faith, and evidenced by a decision of the members of the Board of Education, that the Leased Premises are required for school purposes in connection with the operation of a public school on the former Randolph Junior High School site and/or the former Rockinghorse Elementary School site (the "Cancellation Right Circumstances"). Upon cancellation of this Lease by Landlord, Landlord shall reimburse Tenant for its approved improvements to the Leased Premises, in an amount equal to 50% of the then unamortized actual cost of such improvements (the "Reimbursement Amount"). The Reimbursement Amount for the improvements shall be computed using a twenty-year straightline amortization schedule at 5% per year. Approved improvements eligible for reimbursement shall consist of the actual costs of construction and installation of the improvements as fully documented by Tenant, and shall not include any finance charges, fees administrative costs, bonds, permit fees, insurance, operating, maintenance or repair costs. In the event Landlord cancels this Lease pursuant to this paragraph, Landlord and Tenant shall work in good faith to implement arrangements for sharing the use of the Leased Premises, such sharing arrangements to be based upon the parameters set forth in Exhibit B attached hereto.

VI. LIABILITY. Tenant shall indemnify, defend and save Landlord harmless against all liabilities, loss, damages, judgments and expenses, including court costs and attorney's fees arising from injuries and property damage to person or property occurring upon the Leased Premises, and its appurtenances, during periods when Tenant has priority use thereof, including interscholastic sports events sponsored by Tenant, which arise out of the negligence or willful acts of Tenant, its agents or employees. The Landlord or the Interagency Coordinating Board for the Community Use of Public Facilities (ICB), to the extent of their respective responsibilities for use of the Leased Premises, shall indemnify and hold Tenant harmless from any and all claims of liability arising from injury to person or property occurring upon the Leased Premises, and its appurtenances during periods other than when Tenant has priority use thereof, except for damage or liability arising from the negligent acts or omissions of Tenant, its servants or employees. Tenant will maintain the insurance listed below during the term of this Lease. Landlord shall be named as an additional insured on the policy; and evidence of coverage shall be provided annually by Tenant in the form of a duly authorized Certificate of Insurance which must be submitted to the Director, Department of Facilities Management.

A. Worker's Compensation. Meeting all requirement of Maryland law and with the following minimum Employer's Liability limits:

Bodily injury by accident: \$100,000 each accident

Bodily injury by disease: \$500,000 policy limits

Bodily limits by disease: \$100,000 each employee

B. Commercial General Liability. Minimum one million dollars (\$1,000,000) combined single limit for bodily injury and property per occurrence, including the following coverages: contractual liability, premises and operations, independent contractors, underground explosion and collapse hazard, broad form property damage and personal injury.

C. Minimum Automobile Liability. Bodily injury: \$500,000 each person/ 500,000 each occurrence. Property damage: \$500,000 each occurrence, including the following: owned automobiles, hired automobiles and non-owned automobiles.

D. Additional Insured. Landlord must be named as additional insured on all Commercial General and Minimum Automobile Liability Policies.

E. Policy Cancellation. Thirty (30) days written notice of cancellation or material change in any of the policies is required.

F. Certificate Holder: Montgomery County Public Schools

850 Hungerford Drive

Rockville, Maryland 20850

Attention: William M. Wilder

VII. DEFAULT. Abandonment of the Leased Premises, a breach of any of the other covenants or conditions of this Lease continuing for more than fifteen (15) days after notice thereof from Landlord (plus, if such default cannot reasonably be cured with fifteen (15) days, and Tenant is diligently pursuing such cure, such additional time as is reasonably necessary to cure the same),

dissolution, or commencement of any proceedings to dissolve Tenant, termination of existence, insolvency, business failure, appointment of a receiver, assignment for the benefit of creditors of all or part of the property of Tenant, or commencement of any proceeding under any bankruptcy or insolvency laws by or against Tenant shall be deemed a default by Tenant under this lease. No failure on the part of Landlord to enforce any covenant or provision herein nor the waiver of any right hereunder by Landlord shall discharge or invalidate such covenant or provision or any other covenant, condition, or provision hereof, or affect the right of Landlord to enforce the same in the event of a subsequent breach or default.

VIII. GOVERNANCE. This lease shall be governed by, construed and enforced in accordance with the laws of the State of Maryland.

IX. ASSIGNMENT AND SUBLEASING. Tenant shall not have the right to, and shall not assign this Lease or sublease or enter into any third party shared-use agreements on the Leased Premises, or any portion thereof, without the written consent of Landlord. Landlord shall not unreasonably withhold consent to an assignment of this Lease to (i) any assignee of Tenant's interest in the Smith School Sublease, or (ii) a subtenant of the School Premises, provided such assignment has been approved by the County.

X. CONVEYANCE OF SCHOOL PREMISES. As soon as reasonably possible Landlord shall convey fee simple title to the School Premises to the County, or appropriately extend the term of the Prime Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

WITNESS: LANDLORD: BOARD OF EDUCATION OF MONTGOMERY COUNTY

By: Nancy King
Nancy King, President

Approved: Paul L. Vance
Paul L. Vance, Superintendent

WITNESS: TENANT: CHARLES E. SMITH JEWISH DAY SCHOOL

By: Annette Forster
Annette Forster, President