LEASE AGREEMENT

BETWEEN

MONTGOMERY COUNTY, MARYLAND

AND

THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN WASHINGTON

DATED

June 16, 2005

TABLE OF CONTENTS

Section

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

Exhibit A - Deed
Exhibit B - The Property Description
Exhibit C - The Leased Premises
Exhibit D - Capital Improvements

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), entered into this 16TH day of JUNE, 2005 by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (the "County") and THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN WASHINGTON (the "Tenant") (the County and the Tenant together the "Parties").

WITNESSETH:

WHEREAS, the County is the owner of a former public school site known as the Ayrlawn Elementary School in Bethesda, Maryland (the "Property"), which was declared surplus by the Board of Education and the State Board of Public Works and conveyed by the Board of Education to the County by deed recorded among the Land Records for Montgomery County, Maryland in Liber 11209 at Folio 169 (the "Deed"). A copy of the Deed is attached to this Lease as Exhibit A and incorporated as if fully set forth. The Property is more particularly described as outlined in red in Exhibit B, attached and incorporated as if fully set forth; and

WHEREAS, the County has completed the reuse procedure and has obtained necessary approvals to lease the Property to the Tenant, as set forth in Executive Regulation 4-99AM, and the Tenant was selected as an appropriate tenant for the Property; and

WHEREAS, the County and Tenant wish to enter into a ten-year lease agreement which incorporates all of the terms prescribed for such leases in Executive Regulation 4-99AM;

NOW THEREFORE, in consideration of the terms and conditions of this Lease, including the payment of rent by the Tenant to the County as provided below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PREMISES: The County does hereby lease and demise unto Tenant part of the Property described as the Ayrlawn Elementary School, 5650 Oakmont Avenue, Bethesda, Maryland. The County leases to Tenant the building, walkways, play areas, parking lot, driveway and land contiguous to the building, as outlined in red on Exhibit C attached and incorporated as if fully set forth (the "Leased Premises"). The Leased Premises are leased and accepted by Tenant in "as is" condition.

2. TERM: The term hereby created shall be ten (10) years, based on the Tenant's contribution of capital improvements as fully described in Exhibit D. The commencement date of this Lease shall be the date of execution hereof, as set forth on page 2 of this Lease. Tenant and the County acknowledge that this Lease is contingent upon the approval of the Board of Public Works of the State of Maryland, and that the County will therefore submit a copy of this Lease within thirty days of execution to the Board of Public Works for approval. If said approval by the Board of Public Works is not granted, then this Lease and any subleases entered into by the Tenant hereunder shall be null and void as of the date of action by the Board of Public Works.

Notwithstanding anything to the contrary contained herein, Tenant shall have the option to terminate this Lease, and thereby terminate all of Tenant's obligations hereunder, by providing to Landlord not less than twenty-four (24) months' written notice of Tenant's intention to so terminate the Lease.

3. USE OF THE PREMISES: The Leased Premises shall be used for an educational, community, recreational, daycare and counseling facility and related uses and activities, and for community and the County's use as set forth in Sections 6 and 7, hereof. Tenant agrees that its use of the Leased Premises, including any use of the premises by subtenants, 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, including Executive Regulation 4-99AM (COMCOR 11B.45.02), dealing with the Reuse, Leasing and Sale of Closed Schools by the County.

4. RENT: RENT ADJUSTMENTS

A. The annual rent shall be NINETY THOUSAND, SIX HUNDRED, SEVENTY-SEVEN AND 53/100 ($90,677.53) DOLLARS, payable in twelve equal installments, during each lease year, of SEVEN THOUSAND FIVE HUNDRED FIFTY-SIX AND 46/100 ($7,556.46) DOLLARS each.

B. The first monthly payment hereunder shall be due and payable upon the lease commencement date as defined in Section 2 above. All payments thenceforth shall be due and payable on the first day of each month during the lease term, at: Montgomery County Maryland, Office of Real Estate, P.O. Box 62077, Baltimore, Maryland 21264-2077.

C. Should the Tenant 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, Tenant shall pay to the County, 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 Tenant's failure to pay continue for more than twenty (20) calendar days after a monthly payment becomes due and payable Tenant shall pay to the County, 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 Tenant's failure to pay continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, and should notice have been given as required by Paragraph 17 hereof, the County shall have the right to terminate this Lease, recover possession of the Leased Premises and pursue any other legal remedies available to the County under the laws of the State of Maryland. Any late penalty imposed under the Paragraph will be payable to the County as Additional Rent, and must be paid at the time that the overdue installment of Rent is paid to the County by Tenant.

D. To the annual rent payable by Tenant during the previous lease year shall be added that sum representing one hundred percent (100%) of the amount resulting after (1) multiplying said annual rent payable during the previous lease year by a fraction, the numerator of which shall be the index now known as the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price index for All Urban Consumers, National Average, All Items (1984 = 100), or its successor, for the month two months prior to the last month of the previous lease year and denominator of which shall be said index for the month two months prior to the first month of the previous lease year and (2) subtracting from such product the annual rent payable during the previous lease year. For instance, for a lease commencing in July, 2001, the first annual calculation would be as follows: (current annual rent x (April 2001 CPI U / May 2000 CPI U)) - current annual rent = CPI increase. In any event, and notwithstanding the results obtained through the above calculation, the Tenant's adjusted annual rent will not be less than 103%, nor more than 105% of the rent paid by Tenant the previous year.

5. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT:

A. This Lease and all rights and obligations hereunder may be terminated by the County, for any reason, at any time, upon written notice to the Tenant of the lesser of:

1. Eighteen (18) months, or
2. The remaining term of the Lease, if the remaining term is less than eighteen (18) months.

B. If the termination of the Lease (or a refusal by the County to extend the Lease, if the Lease is expiring) is due to a request by Montgomery County Public Schools (herein MCPS) to retrieve and reuse the premises for public educational purposes, then before notice of such a termination may be given to Tenant, the Superintendent of Schools for MCPS must notify both the Tenant and the Chief Administrative Officer of Montgomery County "CAO," on or

before September 1 of the second year before the proposed termination date, that MCPS will need the school for public educational purposes.

C. If a notice of termination is given to Tenant, due to a request by MCPS to reuse the premises for public educational use, but the Montgomery County Council does not approve such a reuse and does not appropriate sufficient funds to retrieve and reuse the premises, the CAO may, after consulting with MCPS, withdraw the termination notice, provided that Tenant consents thereto.

D. In the event the Tenant is a private school, the County agrees that under no circumstances will the Tenant be required to surrender the Leased Premises during the normal and usual school year, defined to be September 1 to July 1.

E. If Landlord elects to terminate this Lease pursuant to this provision, during the notice period Tenant shall not be obligated to make any further capital improvements or expenditures to the Premises notwithstanding anything to the contrary elsewhere contained in this Lease, although Tenant shall continue to be responsible for ordinary maintenance and repair of the Premises during the notice period.

6. USE OF ALL-PURPOSE ROOM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES: Subject to a nominal charge for utilities to be jointly determined by Tenant and the Community Use of Public Facilities "CUPF," any All-Purpose Room, Gymnasium or Auditorium within the premises shall remain available to the community during the term of this Lease. Tenant agrees to make any All-Purpose Room, Gymnasium and/or Auditorium available for community use through CUPF 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 Tenant's previously scheduled daytime activities. For the purposes of this Lease, "Tenant's activities" are defined as those programs and activities directly related to the Tenant's approved occupants. Tenant must forward all requests to use any All-Purpose Room, Gymnasium and/or Auditorium directly to CUPF. CUPF will

honor requests in accordance with the priorities established in the Guidelines for the Community Use of Educational Facilities and Services in Chapter 44 of the Montgomery County Code. Tenant acknowledges and agrees that only CUPF may agree to any rental of any All-Purpose Room, Gymnasium and/or Auditorium. Tenant agrees to provide CUPF with a schedule of its activities for any All-Purpose Room, Gymnasium and/or Auditorium on a semi-annual basis. The Fall/Winter schedule (October-March) must be submitted by September 15 and the Spring/Summer schedule (April-September) must be submitted by February l. Times not scheduled for daytime activities by the Tenant will be deemed to be available for community use. Tenant further agrees to make any All-Purpose Room, Gymnasium and/or Auditorium 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 Tenant's previously scheduled activities during these times, as submitted by the Tenant in its semi-annual schedule. The above notwithstanding, the Tenant agrees to honor and allow any activities scheduled in any All-Purpose Room, Gymnasium and/or Auditorium through CUPF prior to the date of execution of this Lease. Any use by the Tenant deviating from its previously submitted schedule will be subject to the approval of CUPF. Tenant agrees to make any All-Purpose Room, Gymnasium and/or Auditorium available, upon request from CUPF, 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 Tenant's prior scheduled activities. The County shall hold Tenant harmless and defend Tenant from any claim of liability made or arising out of community or the County's use of the Leased Premises, except for damage or liability arising from the negligent or willful acts or omissions of Tenant, Tenant's agents, employees, guests or contractors, subject to the notice provisions and the liability and damage caps stated in the Local Government Tort Claims Act. Md. Cts. & Jud. Proc. Code Ann. §§5-301, et seq., as amended from time to time.

7. USE OF PLAY AREAS AND FIELDS:

A. Tenant hereby acknowledges that the existing tennis courts adjacent to the building shall remain available on a continuing basis on, for use by the community after 3:00 P.M., Monday through Friday, all day Saturday and Sunday without hindrance from any person or persons whomever.

B. In addition, Tenant agrees to cooperate and work jointly with the Maryland National Capital Park and Planning Commission and the Montgomery County Department of

Recreation with regards to the Tenant's use of the adjacent athletic fields. As used herein, "athletic fields" shall mean that portion of the Ayrlawn Local Park labeled as "baseball and softball" on Exhibit B attached hereto; the Parties acknowledge that the athletic fields do not constitute a part of the Leased Premises. Tenant shall schedule its use of the athletic fields by providing adequate advance notice to the above mentioned agencies, in the same manner and under the same terms as all other applicants. Tenant shall understand and observe the rights of the community to use the athletic fields in accordance with procedures established by the above mentioned agencies.

C. Tenant will allow access to the outside grounds at any time to the County's agents for the purpose of maintenance and upkeep of said grounds and for use of the grounds by the community, the Montgomery County Department of Recreation or the Maryland National Capital Park and Planning Commission. As used herein, "outside grounds" shall mean that portion of the Ayrlawn Local Park outlined in red on Exhibit B attached hereto; the Parties acknowledge that the outside grounds do not constitute a part of the Leased Premises.

D. Notwithstanding the fact that outside grounds and athletic fields are not part of the Leased Premises, use of either by the Tenant is subject to provisions of Section 37 contained herein.

E. The County shall hold Tenant harmless and defend Tenant from any claim of liability made or arising out of community or the County's use of the tennis courts, athletic fields or other use of the outside grounds, except for damage or liability arising from the negligent or willful acts or omissions of Tenant, Tenant's agents, employees, guests or contractors, subject to the notice provisions and the liability and damage caps stated in the Local Government Tort Claims Act. Md. Cts. & Jud. Proc. Code Ann. §§5-301, et seq., as amended from time to time.

8. PARKING: Tenant shall be entitled to full use of the parking facilities which are a part of the Leased Premises as of the date of execution of this Lease. Parking for Tenant and any other occupants of the building, their staff, clients and guests will be confined to the surfaced parking areas in existence as of the date of execution of this Lease. The above notwithstanding, and subject to

all approvals required by all applicable laws, regulations, ordinances and codes, and subject to all of the provisions of this Lease, Tenant may expand the parking facilities to support the Leased Premises, with the express written consent of the County. Tenant shall, at Tenant's risk and expense, be responsible for the ongoing maintenance, cleaning, and repair of said parking facilities. The Tenant shall grant access to said parking facilities to the County's representatives at all times, or to community users of the premises during times of community use as set forth in Sections 6 and 7 hereinabove. Tenant 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. 12101, et. seq.] The County shall hold Tenant harmless and defend Tenant from any claim of liability made or arising out of community or the County's use of the parking facilities, except for damage or liability arising from the negligent or willful acts or omissions of Tenant, Tenant's agents, employees, guests or contractors, subject to the notice provisions and the liability and damage caps stated in the Local Government Tort Claims Act. Md. Cts. & Jud. Proc. Code Ann. §§5-301, et seq., as amended from time to time.

9. CAPITAL IMPROVEMENTS:

A. Capital Improvement Definitions:

1. Elective Capital Improvements are improvements or additions made by Tenant which :

a. Increase the value of the Leased Premises to the County;

b. Are not required to protect or preserve the building structure or systems; and

c. Are not mandated by County, State, or Federal law, code or regulation.

2. Non-Elective Capital Improvements are improvements or additions made by Tenant which:

a. Increase the value of a closed school to the County;

b. Are required to protect and preserve the building structure or systems; or

c. Are mandated by County, State, or Federal code, law and/or regulations.

d. By way of examples, and not intended to be a complete list, non-elective capital improvements include but are not limited to work such as 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 replacements), and ADA mandated improvements.

3. Qualified Capital Improvements are Elective or Non-Elective Capital Improvements that have been reviewed and approved in writing by the County and that are specifically identified in the County's written approval as Qualified Capital Improvements.

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

1. Tenant must obtain the prior written consent of the County for all capital improvements. Tenant must submit to the County complete plans, drawings, and specifications at least 45 days prior to beginning work. Tenant's submittal must be of sufficient detail and content to permit the County to fully evaluate Tenant's proposed project. In the event the proposed capital improvements are Elective Capital Improvements, two copies of the submission must be sent by Tenant to the County. The County must coordinate review with MCPS of any proposed improvement that may affect the future educational use of the Leased Premises. The County will respond in writing to Tenant's submission within 45 days of the receipt of all required documentation. The County reserves the right to deny approval of any and all improvements proposed by Tenant.

2. In the event of an emergency need for a capital improvement, Tenant will notify the County immediately, and the County will respond

within a reasonable and appropriate period of time, as dictated by the emergency situation.

3. The County 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 Tenant. Tenant will be solely responsible for obtaining any and all permits, approvals and licenses from all appropriate County, State, and/or municipal authorities having jurisdiction over such work.

5. Tenant must comply with all applicable zoning, land use, health and safety regulations. This includes, specifically and without limitation, Section 59-G-2.19 of the Montgomery County Code (1994), as may be amended, which requires site plan review for any expansion of an existing private school building that would exceed the lesser of (a) 7,500 square feet, or (b) a 15% increase over the size of the building existing on February 1, 2001, and for the installation of any portable classrooms within the premises for a period longer than one year.

C. Rent Credits for Capital Improvements:

The County may credit the Tenant'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. The total of all rent credits will not exceed fifty (50%) of the Tenant's annual rent as set forth in this Lease.

2. Tenant will not be entitled to rent credits for any finance charges, fees, administrative costs, performance bonds, permit fees, insurance, operating, maintenance, or repair expenses, or any other costs except the actual costs directly related to the design and construction and/or installation of capital improvements, which costs must be fully documented by Tenant.

3. Capital improvements completed by Tenant without the prior written approval of the County will not receive rent credit.
4. The County has the right to audit all construction or other costs for which Tenant requests rent credits.
5. The County 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 the County, Tenant will immediately undertake any necessary corrections at Tenant's sole risk and expense. The costs of such corrective measures are not eligible for reimbursement. If Tenant fails to take corrective actions within a reasonable time upon written notification in compliance with Section 17 of this Lease, Tenant's right to rent credits for that capital project will be terminated. If necessary in the sole reasonable judgment of the County, the County may perform the corrective action and charge Tenant the cost of that corrective action as additional rent hereunder.
7. Rent credits for Elective Capital Improvements will be made only to the degree that said improvements are determined, at the sole determination of the County, to be of value to the County and/or MCPS.
8. Future rent credits may be forfeited, at the County's option, if Tenant defaults and fails to cure as permitted in Section 17, on any term or condition of this Lease.
9. Only improvements approved and completed after the effective date of Executive Regulation 4-99AM (June 5, 2001) will be eligible for rent credits, unless such improvements were already approved for credit by the County prior to the effective date of the Executive Regulation.
10. For purposes of determining annual rent credit amounts, amortization of capital improvements will be made over their anticipated useful life. In order to determine an appropriate amortization schedule for capital

improvements the anticipated life of such improvements will be determined by the IRS depreciation lifespan schedule.

11. No rent credits will be granted for any improvement to the extent that the improvement was paid for by a grant, loan, bond or other financial assistance from the Montgomery County Government or from any other government or instrumentality.

D. Partial Reimbursement of the Cost of Improvements in the Event of Early Termination by the County:

1. In the event the County terminates this Lease pursuant to paragraph 5 of the Lease Agreement, the County will reimburse Tenant one hundred (100%) percent of the remaining unamortized portion of the cost of each Qualified Non-Elective Capital Improvement and fifty (50%) percent of the remaining unamortized portion of the cost of each Qualified Elective Capital Improvement, less any rent credits for capital improvements already granted to Tenant, upon presentation to the County of documentation as to the cost of the improvements and the contractor's or manufacturer's warranty.
2. Reimbursements will be subject to appropriation of funds by the Montgomery County Council. In the event the County is unable to secure the funding necessary to reimburse Tenant, the County will not terminate the Lease until such time as funding is appropriated.
3. In no event will Tenant be entitled to receive reimbursement from both the County and any other public agency for the same, like item, or work of any nature or description.
4. Capital improvements performed by Tenant without the prior written approval of the County will not receive reimbursement.
5. In the event the work performed is not in compliance with the plans and specifications previously approved by the County, Tenant will, upon written notification in compliance with Section 17 of this Lease, immediately undertake any necessary corrections at Tenant's sole risk

and expense. Corrective measures are not eligible for reimbursement by the County. In the event Tenant fails to take the corrective action as requested in writing by the County, Tenant will forfeit its right to rent credits or reimbursement.

6. The County will not reimburse Tenant for any Qualified Capital Improvements in the event Tenant vacates the premises before the end of the lease term, whether voluntarily or pursuant to legal action for breach of this Lease.

7. Tenant shall not be entitled to reimbursement in the event of default by Tenant of any of the terms and conditions of this Lease Agreement, subject to notification under Section 17 of this Lease.

8. Tenant will not be entitled to reimbursement for any finance charges, fees, administrative costs, bonds, permit fees, insurance, operating, maintenance or repair expenses, or any other costs not directly attributable to the actual construction and/or installation of approved capital improvements.

9. Tenant will not be entitled to reimbursement for Elective Capital Improvements, unless the improvements are, at the sole discretion of the County, determined to be Qualified Elective Capital Improvements.

10. No reimbursement will be granted for any improvement to the extent that the improvement was paid for by a grant, loan, bond or other financial assistance from the Montgomery County Government or any other government or public agency.

E. As a condition of granting this Lease to Tenant, Tenant agrees to make the Capital Improvements in accordance with Exhibit D during the course of the Initial Term of this Lease.

10. OPERATING EXPENSES:

A. The Tenant will be fully responsible, at the Tenant's sole risk and expense, to perform all maintenance, repair, and/or replacement which isn't deemed to be a capital improvement within the Leased Premises which the County determines in its sole discretion is required to protect the Leased Premises from damage or deterioration.

B. The Tenant assumes, at the Tenant's sole risk and expense, full responsibility for the maintenance, repair, and upkeep of the entire leased premises and all improvements thereon, including but not limited to the repair and/or replacement of all building elements and equipment, fixtures, roof, windows, floors, walls, electrical systems, heating and air conditioning systems, plumbing systems, outdoor areas, outdoor fields and playgrounds, shrubbery and landscaping.

C. The Tenant is fully responsible at the Tenant'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, snow removal, grounds maintenance, preventive maintenance, day to day minor and major maintenance, tree removal, fence repair and/or replacement, and 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 Tenant, shall remain with the building and shall be delivered to Tenant along with the building. All moveable partitions, trade fixtures, floor coverings or equipment installed within the Leased Premises at Tenant's expense shall remain the property of Tenant and may be removed by Tenant at the expiration or other termination of this Lease. Tenant shall, however, repair any damage caused by reason of said removal. Any personal property of Tenant remaining within the Leased Premises after expiration or other termination of this Lease shall become property of the County. The County shall dispose of any such property in the manner it deems appropriate.

12. CONDITION OF PREMISES: Tenant accepts the Leased Premises in "as is" condition, and Tenant 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 all other grounds that are part of the Leased Premises. Tenant 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. Tenant 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. 12101], et. seq.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

A. Tenant agrees to obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of general liability insurance with a minimum limit of liability of $5,000,000 (five million dollars) for bodily injury and property damage including Contractual Liability, Premises and Operations, Independent Contractors, Personal Injury and a $2,000,000 (two million dollars) limit for fire legal liability issued by an insurance company licensed in the State of Maryland and acceptable to the County.

B. Tenant agrees to obtain and maintain, during the term of the Lease, and any extension thereof, a policy of Automobile Liability Coverage with a minimum limit of liability of one million dollars ($1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including owned automobiles, hired automobiles and non-owned automobiles.

C. Tenant agrees to obtain and maintain, during the term of the Lease, and any extension thereof, a policy of workers compensation and employers liability coverage in the amount of $100,000 (each person) for bodily injury by

accident or by disease and $500,000 for bodily injury by accident or by disease (policy limits).

D. Tenant agrees to obtain and maintain, an All-Risks Property Policy during the Lease Term and any renewal terms to protect the full replacement value of all contents of the Leased Premises and all interests of the Tenant, the County and the Property of Others against any loss. Any deductibles under this policy shall be funded by the Tenant.

E. The General Liability, Automobile and any excess liability policies or floaters must name Montgomery County as an additional insured. All policies must provide the County with forty-five (45) days advance notice of material amendment or cancellation.

F. The Tenant shall, within ten (10) days following execution of this Lease deliver to the County a certificate(s) of insurance and copies of the policies evidencing the coverage(s) required above. The certificate(s) must be issued to Montgomery County, Maryland, Department of Public Works and Transportation, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850. Tenant has the obligation to assure that the County always has a valid Certificate of Insurance.

14. TENANT'S INDEMNIFICATION OF COUNTY: Tenant agrees to indemnify and hold harmless and pay for the defense of the County 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 Tenant's use or possession of the premises, including play fields and play areas, from any breach of this Lease by Tenant, or from any claim, action, damage, liability or expense occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, guests or employees, except such negligence as may be occasioned by the acts or omissions of the County, the County's employees, agents and contractors, including the County's and community's use as

outlined in Sections 6 and 7 above. Tenant further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment by the Tenant 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. In case the County shall, without fault on its part, be made a party to any litigation commenced by or against Tenant arising out of or related to any breach of this Lease by Tenant or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, guests or employees (without any contributing negligence or fault of the County, the County's employees, agents or contractors), then Tenant shall protect and hold the County harmless at Tenant's sole cost and expense.

15. RESPONSIBILITIES OF TENANT: Tenant covenants and agrees as follows:

A. Tenant 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. Tenant 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 Section 3 hereof. Any such increase in the insurance rate due to the above, or due to Tenant's special operations within the Leased Premises, shall be borne by Tenant. Tenant 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 Tenant agrees to conform to all reasonable rules and regulations established from time to time by the County, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

C. Tenant 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. Tenant 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 the County. The County's approval shall not be unreasonably withheld.

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

F. Tenant 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 the County, and any violation of said rules and regulations shall be deemed to constitute a violation of this Lease. It is understood that such rules and regulations shall not interfere or prevent the intended uses of the demised premises as set forth in this Lease. Notice of any rules and regulations regarding the use of the Leased Premises will be given to Tenant 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 the County within available insurance proceeds, and within ninety (90) days, or whatever time frame is necessary, in the County's judgment, with all parties acting diligently, from the date of such damage, Tenant and the County shall each be entitled to terminate this Lease by written notice to the other within thirty (30) days after the date the irreparable destruction or damage occurred.

B. In the event that the County is able to undertake the repair of the Leased Premises and determines it is in the County's best interest to do so, the County shall complete said repairs within ninety (90) days from the date of destruction or damage, or whatever time frame is necessary, in the County's judgment, with all parties acting diligently, 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 Tenant is denied normal occupancy and use.

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

D. The County reserves the right to not repair the Premises, if it decides, in its sole discretion; repair of the Premises is not in the County's best interest.

17. DEFAULT:

A. Tenant 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 the County specifying said failure, or such lesser or greater time as may be required, in the County's sole judgment, with Tenant acting diligently.
2. The commencement of any action or proceeding for the dissolution or liquidation of Tenant, or for the appointment of a receiver or trustee of Tenant's property, and the failure to discharge any such action within thirty (30) days.
3. The making of any assignment for the benefit of Tenant's creditors.

4. The abandonment of the Leased Premises by Tenant (provided that Tenant's annual closure for a period of up to two (2) weeks during the summer shall not be deemed to be an abandonment of the Leased Premises).

B. In the event that the Tenant shall be found in default as hereinabove stated, and shall fail to cure said default within thirty (30) days after written notice from the County (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 Section 17A(1) herein, then, and in every such case thenceforth, at the option of the County or the County's assigns, the Tenant shall be subject to one of the following penalties, depending upon the nature and severity, in the County's sole judgment, of the default:

1. Tenant shall pay, as additional rent hereunder, a sum equal to twenty (20%) percent of the current monthly rental amount for each month after the cure period during which the default continues to exist.
2. Tenant's right of possession shall end, the Lease shall be terminated by the County, and the County may proceed to recover possession under the laws of the State of Maryland.
3. The County's acceptance of additional rent as provided in Section C.1 above, will not constitute a waiver of the County's right to terminate The Lease or to recover possession in a subsequent month during the Lease Term if the default continues or an additional event of default occurs.

18. <u>EMINENT DOMAIN</u>:

A. The County shall receive any award for the fair market value of the land upon which the improvements are located and for the improvements, except that Tenant shall be entitled to seek an award from the condemning authority for

that portion of any unamortized value of any capital improvements and expenditures made by Tenant not already reimbursed to Tenant pursuant to Paragraph 9.C. or 9.D. of this Lease.

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

C. The County or Tenant 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 Section 3 herein.

19. ASSIGNMENT AND SUBLEASING:

A. Tenant will not assign or sublease any part of the Leased Premises without the County's express written consent. The County's written consent shall be obtained in the following manner:

1. Tenant will submit to the County a copy of the proposed sublease, a description of the activities and uses proposed by subtenant, proof of the subtenant's ability to pay rent, adequately maintain its premises and otherwise comply with all terms and conditions of this Lease, and any other information pertinent to the proposed subtenant's use and occupancy as may be requested by the County.
2. The County will provide copies of the above information to the Montgomery County Council, the Montgomery County Planning Board and MCPS and will solicit and consider their comments on the proposed sublease.
3. The County will make a decision on the proposal and will respond in writing to the Tenant not later than thirty (30) days after receipt of all

information required by Section 19A(1) hereinabove, or any additional information that may be otherwise requested by the County.

4. The County will not approve any sublease, and will withdraw an earlier approval, if the County determines that the subtenant's proposed use is likely to result in a greater negative impact to the surrounding neighborhood, or if it finds that subtenant's performance under the sublease following the County's approval is resulting in a greater negative impact to the surrounding neighborhood.

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

1. Tenant will not be permitted to sublease more than fifty per cent (50%) of the net useable square footage of the building.
2. Subleasing or assignment of any portion of the premises by Tenant will have as its primary goal the recovery of reasonable operating and rent expenses incurred by Tenant in the operation, maintenance and administration of the Leased Premises. Tenant agrees that any rental amounts charged to subtenant or assignees will be limited to the subtenant' or assignees' prorated share of actual operating, maintenance and administrative expenses incurred by Tenant, plus an amount equal to the same square foot rate of rent paid by Tenant to the County.
3. The County 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 as set forth hereinabove. The County will require written evidence of compliance hereunder.
4. In the event the County approves a sublease, Tenant remains responsible for the payment of all monies due to the County and for the performance of all obligations required of the Tenant under this Lease.

5. All subtenant's or assignees must conform to all applicable zoning and land use requirements, to all applicable use and occupancy regulations, laws or statutes, to the use restrictions contained in this Lease, to any restrictions that have been imposed by the Montgomery County Council on the use of the premises, and to all of the terms and conditions of this Lease.

6. In the event the County determines that Tenant is receiving rental payments from subtenant in excess of the costs permitted herein, Tenant shall pay all of the rents received over and above the allowable costs to the County, as additional rent.

20. ACCESS: Tenant shall allow the County and the County'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 the County, or which the County considers necessary or desirable, or for any other purpose pursuant to the reasonable protection of the Leased Premises. Tenant shall not alter or change the exterior locks installed on the premises, and in the event of an approved change, shall provide the County with keys to the facility, said keys to be used by the County to obtain access to the facility in emergency situations.

21. SURRENDER OF POSSESSION: Tenant covenants, at the expiration or other termination of this Lease, to remove all goods and effects from the Leased Premises not the property of the County, and to yield up to the County the Leased Premises and all keys, locks and other fixtures connected therewith (except trade fixtures and other fixtures belonging to Tenant), in good repair, order and condition in all respects, reasonable wear and use thereof and damages caused by natural disasters excepted.

22. HOLDOVER: In the event that the Tenant 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 the County giving the Tenant not less than thirty (30) 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. If Tenant holds over without the County's consent after receipt of the thirty (30) day written notice pursuant to the first sentence of this Paragraph 22, Tenant shall continue to pay monthly rental at a rate of 150% of the monthly rent rate in effect thirty (30) days prior to the expiration of the then effective lease term or extension for the first six (6) months, and 200% of the monthly rent rate in effect thirty (30) days prior to the expiration of the then effective lease term or extension every month thereafter.

23. NOTICE OF DEFECTS: Tenant shall give to the County prompt written notice of accidents in or damages to the Leased Premises.

24. THE COUNTY'S TITLE AND COVENANT OF QUIET ENJOYMENT: The County covenants that it has full right and power to execute and perform this Lease, and that it will put Tenant into complete and exclusive possession of the Leased Premises. The County covenants and agrees that, if Tenant shall perform all the covenants, conditions, and agreements herein contained to be performed on Tenant's part, Tenant 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 unless the County terminates this Lease as provided in this Lease and the laws and regulations governing the Reuse of Closed Schools in Montgomery County, Maryland.

25. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the Parties that Tenant, at Tenant'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 hereafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County, or any local government with jurisdiction over the Leased Premises.

26. BENEFIT AND BURDEN: The provisions of this Lease shall be binding upon, and shall inure to the benefit of the Parties and each of their respective successors, assigns or representatives.

27. DISPUTES: The County and Tenant agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the Parties initially shall be decided by the Chief Administrative Officer of Montgomery County, or his designee, who shall notify the Parties in writing of the determination made (subject to either party's subsequent right to submit such dispute for determination by a court of competent jurisdiction should any party be dissatisfied with the Chief Administrative Officer's determination, as set forth below). The Tenant and the County shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute hereunder, Tenant and the County shall proceed diligently with the performance of all provisions under this Lease Agreement. In the event either the Tenant or the County is dissatisfied with the decision of the Chief Administrative Officer or any undue delay in the rendering of such decision, then either party, at its option, may submit the dispute to the Circuit Court for Montgomery County, Maryland for determination.

28. 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.

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

30. CONTRACT SOLICITATION: Tenant represents that Tenant 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. Tenant is responsible for paying any Broker's fees or commissions for any Broker with whom Tenant has any contract or agreement and for paying all of Tenant's attorneys' fees in connection with the negotiation of this Lease.

31. PUBLIC EMPLOYMENT: Tenant understands that unless authorized under Sections llB-52 and Chapter 19A of the Montgomery County Code l994, as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a Montgomery County employee for employment contemporaneous with his or her County employment.

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

33. RESIDENT AGENT: The Resident Agent for the Tenant is The Corporation Trust, Inc., 300 East Lombard Street, Baltimore, Maryland 21202.

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

35. 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:

TENANT:	THE COUNTY:
Young Men's Christian Association Of Metropolitan Washington 9401 Old Georgetown Road Bethesda, Maryland 20814	MONTGOMERY COUNTY, MARYLAND Office of Real Estate 101 Monroe Street, 10th Floor Rockville, MD 20850

With a copy to:
YMCA of Metropolitan Washington
1112 16th Street, N.W.
7th Floor
Washington, D.C. 20036
Attn: Angie Reese-Hawkins

With a copy not to constitute notice to:
MONTGOMERY COUNTY, MARYLAND
Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850

36. INDEMNITY BOND: Upon the request of the County, concurrent with the effective date of the Lease or at any time during the term of this Lease, Tenant 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. The County shall have the right, but not the obligation, to request such a bond from the Tenant. The County, in its sole discretion, may accept an appropriate substitute surety. Tenant shall, within fifteen (15) days from the date of the request by the County, deliver to the County the said surety, evidencing the coverage hereinabove stated. Failure to deliver the bond or surety as required is considered by the County to be a material breach of this Lease. Notwithstanding the foregoing, Tenant shall only be required to obtain such bond or surety if Tenant is able to procure same from a reputable insurance company regularly doing business in Montgomery County, Maryland.

37. INDEMNIFICATION BY COUNTY: Notwithstanding anything in this Lease to the contrary, any indemnification given by the County is subject to the liability and damage caps stated in the Local Government Tort Claims Act. Md. Cts. & Jud. Proc. Code Ann. §§5-301, et seq., as amended from time to time. This indemnification is not intended to be a waiver of governmental immunity by the County, and is not intended to create any rights or causes of action in third Parties. The County shall not be liable for damages or injury occasioned by the acts or omissions of Tenant or its agents, or failure to comply with its obligations under this 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. PRIOR LEASE: Upon execution of this Lease, the Sublease Agreement between the County and the YMCA dated September 10, 1992 shall be deemed terminated and Tenant shall commence occupying the Leased Premises pursuant to the terms and conditions hereof.

SIGNATURE PAGE FOLLOWS

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

WITNESS:

By: Leigh Taylor-Keon

TENANT:
THE YOUNG MEN'S CHRISTIAN ASSOCIATION OF METROPOLITAN WASHINGTON

By: [illegible]

Date: 2/23/05

WITNESS:

By: Rebecca S Domarek

THE COUNTY:
MONTGOMERY COUNTY, MARYLAND

By: Joseph F. Beach
JOSEPH F. BEACH

Title:
ASSISTANT CHIEF ADMINISTRATIVE OFFICER

Date: 6/16/05

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Eileen O. Brennan

Date: 3/11/2004

RECOMMENDED

By: Cynthia L. Brenneman
CYNTHIA L. BRENNEMAN, DIRECTOR
OFFICE OF REAL ESTATE

Date: 3/3/05

Y0559362.007

LIB FOL
11209 168

Parcel ID No. 07-060-0579318
07-501-0417934

DEED

THIS DEED made this 3rd day of February, 1993, by and between the BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND, 850 Hungerford Drive, Rockville, Maryland 20850, hereinafter called GRANTOR, and MONTGOMERY COUNTY, MARYLAND, c/o the Department of Facilities and Services, 110 North Washington Street, Rockville, Maryland 20850, hereinafter called the COUNTY.

WITNESSETH:

That in consideration of the sum of TEN AND NO/100ths DOLLARS ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said GRANTOR does hereby grant, convey in fee simple, and release unto the COUNTY, a body corporate, its successors and assigns, all those pieces or parcels of ground and other rights situate and lying in Montgomery County, Maryland, and more particularly described as follows:

> BEING all that parcel of land conveyed to the Board of Education of Montgomery County, Maryland, by The Maryland-National Capital Park and Planning Commission, by deed dated June 22, 1960, and recorded among the Land Records of Montgomery County, Maryland, at Liber 2773, Folio 307, containing 3.0925 acres, more or less.
>
> BEING that property known as Ayrlawn Elementary School.

TOGETHER WITH ALL the rights, privileges, easements, appurtenances and advantages thereto belonging or appertaining.

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Montgomery County
DRA 13776

AGRICULTURE TRANSFER TAX IN THE
AMOUNT OF $ N/A
SIGN: DRA

Exhibit A

RECEIVED FOR TRANSFER
State Department of
Assessments & Taxation
for Montgomery County
DLA 13 7-76

AGRICULTURE TRANSFER TAX IN THE
AMOUNT OF $ N/A
SIGN: DLA

TO HAVE AND TO HOLD the above granted property and rights unto the said COUNTY, its successors or assigns in fee simple.

AND the said GRANTOR does hereby covenant that it will warrant specially the property hereby conveyed, and that it will execute such further assurances of said lands as may be requisite.

WITNESS the hand and seal of the President and Secretary of the GRANTOR the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND

Paul L. Vance, Secretary

Alan Cheung, President

APPROVED for the Board of Education of Montgomery County.

Paul L. Vance, Superintendent of Schools

STATE OF MARYLAND)
) ss
COUNTY OF MONTGOMERY)

I hereby certify that on this 5th day of February, 1992, before the subscriber, a Notary Public in and for the aforementioned State and County personally appeared ALAN CHEUNG and PAUL L. VANCE, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and did acknowledge same to be the act and deed of the BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND, and that they in the capacities of President and Secretary have signed the aforegoing Deed on behalf of the BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND, for the purposes therein contained.

My Commission Expires:
KATHERINE CRAWFORD
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 24, 1995

Katherine Crawford
Notary Public
KATHERINE CRAWFORD

My Commission Expires:
KATHERINE CRAWFORD
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires September 24, 1993

Katherine Crawford
Notary Public
KATHERINE CRAWFORD

LIB FOL
11209 171

I hereby certify that I am an attorney duly admitted to practice before the Court of Appeals of Maryland and that the within instrument was prepared under my supervision.

Carol S. Rubin
Assistant County Attorney

Grantor's Address: 850 Hungerford Drive, Rockville, MD 20850
Grantee's Address: 110 North Washington Street
Rockville, MD 20850
Property Address: 5650 Oakmont Avenue, Bethesda, MD
Title Insurer: None

2643.smg:87.02003

MAR. 16 1993

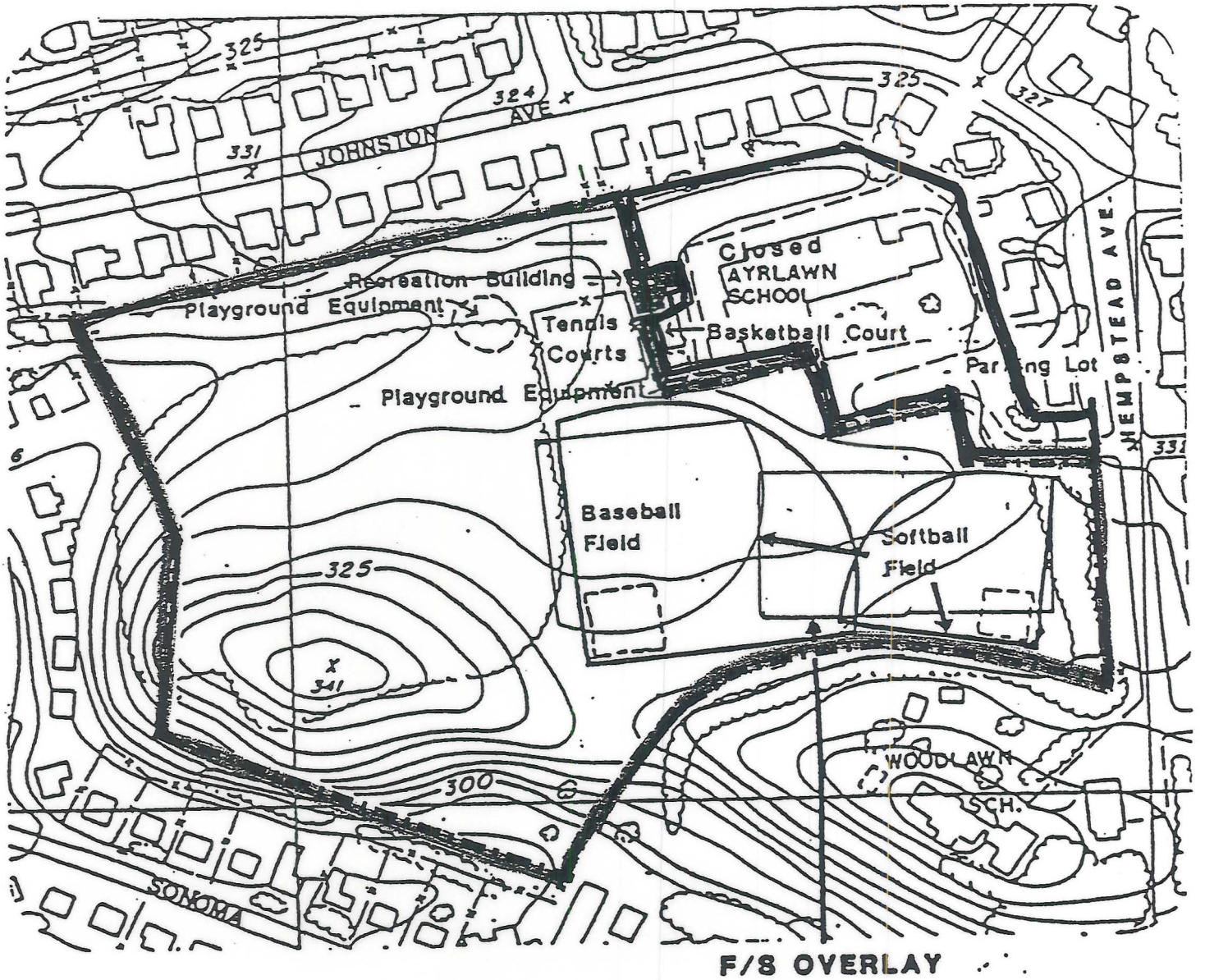
7-60-579318
7-501-417934

All Taxes on assessment [illegible] Collector of Taxes for Montgomery [illegible] Montgomery County [illegible] statement is for the purpose of [illegible] and is not [illegible] further [illegible] does it [illegible] the [illegible]

TRANSFER TO GOVERNMENTAL, RELIGIOUS, CHARITABLE ORGANIZATION

Douglas D. [illegible]

AYRLAWN L.P.



F/S OVERLAY

MNCPPC

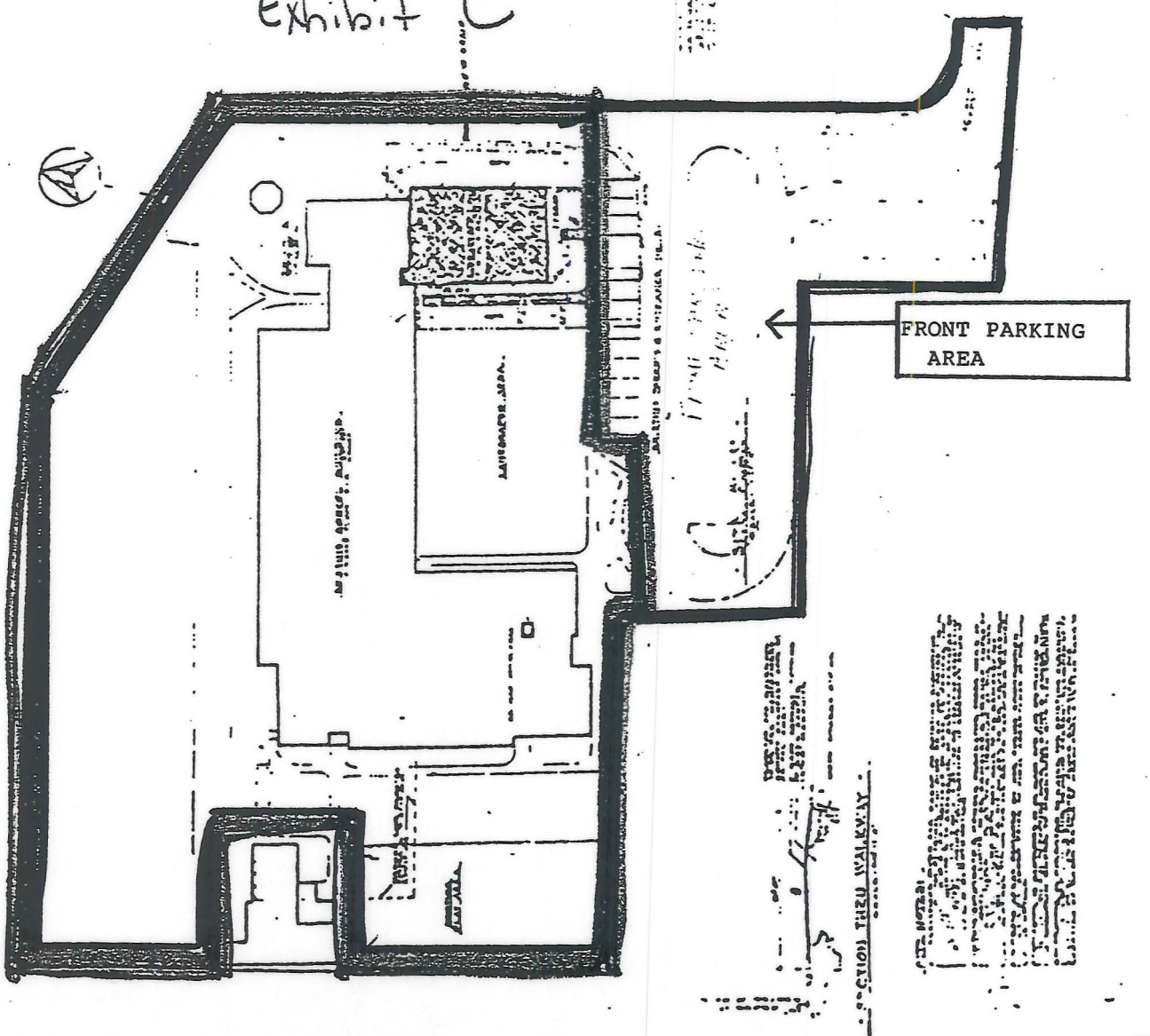
ACREAGE	20.4
FACILITY CODE	D05

N

Exhibit B

Aylawn E.S.

Exhibit C



Proposed Future Improvements for Ayrlawn Facilities

Should the YMCA of Metropolitan Washington be approved for lease renewal of the Ayrlawn Program Center, we plan to continue investing in the physical facility over the course of the next four years. It is our intention to make $100,000 in capital improvements, with $40,000 being made in the first fiscal year after signing a new lease agreement. The scope of these projects is outlined below:

- **FIRST YEAR (October 2003 – September 2004)**

  The YMCA will re-roof the current gable roof over the gymnasium as well as the roof over the multipurpose room. To increase the longevity of the work, we will use new, 25-year shingles for this project.

  Additionally, both of the silos will also have repairs made to the roof structure and new shingles will be added.

- **SECOND THROUGH FOURTH YEAR (October 2004 – September 2007)**

  The YMCA will replace all of the wood entrances with new aluminum frames, including 1" insulated glass panels and new ADA compliant doors and hardware.

  Additionally, to ensure that all persons have access to the services provided by the YMCA, we will also equip all interior doors with new lever-type ADA compliant hardware. We will install handicap ramps at the rear entrance as well as the exit from the gymnasium.

  The YMCA will also make repairs to the woodworking on the Rec House. Regular routine maintenance on the building and its equipment will also be done.

Exhibit D