

LEASE AGREEMENT

BETWEEN

MONTGOMERY COUNTY, MARYLAND

AND

OUR LADY OF THE WOODS ACADEMY, INC.

DATED 7/19/99

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Exhibit A - Leased Premises

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease"), entered into this 19th day of JULY, 1999 by and between MONTGOMERY COUNTY, MARYLAND, a body corporate and politic (hereinafter referred to as "Lessor") and OUR LADY OF THE WOODS ACADEMY, INC., a Maryland corporation doing business as The Woods Academy (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee are parties to a Lease Agreement dated November 21, 1991 (hereinafter referred to as the "Existing Lease"), under which Lease the Lessee occupies the premises known as the former Fernwood Elementary School, 6801 Greentree Road, Bethesda, Maryland (as outlined on attached Exhibit A); and

WHEREAS, the Existing Lease was to expire at midnight, August 31, 1997, but was extended in a letter agreement dated July 1, 1997 (a copy of which is attached as Exhibit B) until such time as a new lease could be negotiated and executed; and

WHEREAS, Lessor and Lessee wish to enter into another lease agreement for an initial term of the (10) years, followed by three successive five (5) year options to renew for Lessee; and

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

- a. Be in the best interest of the County, while recognizing the contribution of the Lessee to the County;
- b. Preserve the availability of the closed school building for future public use;

- c. Treat all lessees or potential lessees in a fair and equitable manner that is open to public scrutiny; and
- d. If entered into by the private sector, be in conformance with the Administrative Procedure; and

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

NOW THEREFORE, in consideration of the terms and conditions of this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. PREMISES: Lessor does hereby lease and demise unto Lessee the premises described as the former Fernwood Elementary School, 6801 Greentree Road, Bethesda, Maryland (hereinafter referred to as "Leased Premises"). The Leased Premises shall include the building, walkways, play areas, parking lot, driveway and land contiguous to the building, as outlined in red on Exhibit A attached hereto and made a part hereof. The Leased Premises is leased and accepted in its "as is" condition.

2. TERM: The initial term hereby created shall be ten (10) years, commencing on the Lease Commencement Date (as hereinafter defined), followed by three successive five (5) year options for Lessee. In consideration thereof, Lessee agrees to undertake good faith efforts to investigate, develop and undertake significant capital improvement projects, as may later be discussed with, proposed to and approved by Lessor, to the extent that such approval is required hereunder. The Lease Commencement Date shall be July 1, 1999. The initial lease term shall expire at midnight on June 30, 2009, unless timely extended by Lessee pursuant to the foregoing option(s). Lessee shall provide Lessor written notice of its intention to exercise any one of its

successive options no later than one hundred eighty(180) days before expiration of the then applicable lease term, and Lessee shall have the right to exercise some or all of its then remaining extension options at any one time, as determined by Lessee and as set forth in Lessee's notice to Lessor; provided, however, that if Lessee elects to exercise more than one (1) such option at any one time, Tenant's exercise of such additional options (i.e., any in excess of one) shall be subject to the approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed; further provided, that if, and only if, Lessee elects to exercise all three (3) of its extension options at one time, the exercise thereof shall be subject to the prior written approval by Lessor of a plan for the performance by Lessee of Capital Improvements at the Leased Premises, which approval shall not be unreasonably withheld, conditioned or delayed..

3. USE OF THE PREMISES: The Leased Premises shall be used only for the provision of educational services and related activities, for community and Lessor's use as set forth in Articles 6 and 7, hereof. or for such other purposes as may be agreed to in writing by Lessee and Lessor. Lessor's approval for such other purposes shall not be unreasonably withheld, conditioned, or delayed. 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 the County Council's Reuse Resolution(s), and will be subject to all rules, regulations, statutes, permits or any other requirements for the use and occupancy of the Leased Premises as established by all appropriate authorities having jurisdiction.

4. RENT: RENTAL ADJUSTMENTS:

A. The annual rental rate shall be Seventy-One Thousand Two Hundred Fifty-Two and 28/100 Dollars (\$71,252.28), payable in twelve equal installments, during each lease year, of Five Thousand Nine Hundred Thirty-Seven and 69/100 Dollars (\$5,937.69).

B. The first monthly payment hereunder shall be due on the commencement date of the lease term. All payments thenceforth shall be due and payable on the first day of each month during the lease term, at Montgomery

County Leasing Management, P.O. Box 62077, Baltimore, Maryland 21264-2077. Should Lessor wish to change the address where such lease payments are made, it shall provide Lessee with at least sixty (60) days prior written notice thereof by certified mail.

- C. Should the Lessee fail to submit monthly rental payments in the above described manner, and should said failure continue for more than ten (10) calendar days after the first day of the month for which such rental payment is due and payable, Lessee shall pay to Lessor, in addition to and as a part of the rental payment in question, a late penalty of five percent (5%) of said monthly rental payment. Should Lessee's failure to pay continue for more than twenty (20) calendar days after a monthly payment becomes due and payable, Lessee shall pay to Lessor, in addition to and as a part of the rental payment in question, interest on the unpaid portion of such monthly payment at the rate of fifteen percent (15%) per annum until paid. Should Lessee's failure to pay continue for more than thirty (30) calendar days after a monthly payment becomes due and payable, Lessor shall provide written notice to Lessee of its failure to pay to each of the parties described in Article 37 hereof, after receipt of which Lessee shall have an additional ten (10) days to cure its delinquency. Should Lessee fail to do so within that time, Lessor shall have the right to seek full recovery of all delinquent rent and late payment penalties due and Lessor shall have the right to terminate this Lease, recover possession of the Leased Premises and pursue any other legal remedies available to Lessor under the laws of the State of Maryland.
- D. To the annual rent payable by Lessee during the previous lease year shall be added that sum representing one hundred percent (100%) of the amount resulting after (1) multiplying said annual rent payable during the previous lease year by a fraction, the numerator of which shall be the index now

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

5. TERMINATION FOR CONVENIENCE OF GOVERNMENT: This Lease and all obligations hereunder may be terminated by Lessor at any time upon five (5) years written notice to the Lessee. An approved project involving the Leased Premises must be included in the County's Adopted Capital Improvement Program in order for the Lessor to terminate the Lease under this provision. The notice period will commence upon the final approval by the County Council of the CIP project as evidenced by mailing of such written notice of termination in accordance with Article 38 herein. In the event the Lessee is a private school, (i) the Lessor agrees that under no circumstances will the Lessee be required to surrender the Leased Premises during the normal and usual school year, defined to be September 1 to July 1, and (ii) in the event that funds have not been appropriated for payment of any amounts due Lessee under the provisions of this Lease (the "Appropriation") by the fourth (4th) anniversary of the date of Lessor's termination notice, Lessee shall have the right, at its sole option, to extend the termination date which had been set forth in such termination notice to a date which is not later than one (1) year from the date of the Appropriation.

6. USE OF ALL-PURPOSE ROOM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES: Subject to a nominal charge for utilities to be jointly determined by Lessee and the Office of Community Use of Public Facilities ("OCUPF"), the All-Purpose Room shall remain available to the community during the term of

this Lease. Lessee agrees to make the All-Purpose Room available Monday through Saturday during the daytime from 8:00 A.M. to 6:00 P.M., subject to extension by the appropriate scheduling agency, 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. All requests to use the All-Purpose Room will be channeled directly to the OCUPF and placed according to the priorities indicated in the Guidelines for the Community Use of Educational Facilities and Services. Lessee understands and agrees that no rental of the All-Purpose Room is to be made except through the OCUPF. Lessee agrees to provide the OCUPF with a schedule of its activities for the All-Purpose Room on a semi-annual basis, i.e., the Fall/Winter schedule (October-March) must be submitted by September 15 and the Spring/Summer schedule (April-September) by February 1. Times not scheduled for daytime activities by the Lessee shall be presumed to be available for community use. Lessee agrees to make the All-Purpose room available Monday through Saturday 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., subject to extension by the appropriate scheduling agency, but only when such use will not interfere with Lessee's previously scheduled activities during these times, as submitted by the Lessee in its semi-annual schedule. The above notwithstanding, Lessee agrees to honor and allow any activities scheduled in the All-Purpose Room through the OCUPF prior to the date of execution of this Lease. Any use for Lessee deviating from its previously submitted schedule will be subject to the approval of the OCUPF. Lessee agrees to make the All-Purpose Room available, upon request from the OCUPF, 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.

7. USE OF PLAY AREAS AND FIELDS:

- A. All outdoor recreation and athletic fields will remain available, on a continuing basis, for use by the community after 6:00 P.M., Monday through Friday, and all day Saturday and Sunday, subject to variance by the Park and Planning Commission and/or Community Use of Public Facilities. Lessee will work jointly with the Maryland National Capital

Park and Planning Commission, the County Department of Recreation, and Community Use of Public Facilities with regard to Lessee's use and scheduling of the outdoor recreation areas. Lessee will have the exclusive use of outdoor recreation and athletic fields until 6:00 P.M. Monday through Friday, subject to an extension of such hours by the appropriate scheduling agency. In consideration therefor, Lessee agrees at all times to keep such areas mowed, trees and shrubs pruned as necessary, equipment in good repair and such areas clean and neat in appearance. In the event Lessee desires use of these areas during the times reserved for the community, Lessee will schedule such use with the Maryland-National Capital Park and Planning Commission, the Community Use of Public Facilities or The Department of Recreation, as appropriate. A copy of a letter from OCUPF acknowledging Lessee's right to use the play areas and

FIELDS
Law *OB*

files up to 6:00 p.m., Monday through Friday, is attached as Exhibit *B. C.*

Law *OB*

B. Lessee agrees to hold harmless and defend the Lessor from any and all claims of liability arising out of Lessee's exclusive use of the play areas and playfields during the hours set forth above, except such claims as may arise due to the negligent acts or omissions of the Lessor, the Lessor's employees, agents and contractors. Lessor agrees to indemnify, defend and hold Lessee harmless from any and all claims of liability arising out of Lessor's approved community use of the play areas and playfields. Nothing set forth herein shall be deemed to transfer control of such play areas and playfields to Lessee.

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 make improvements to parking facilities as a Non-Elective Capital Improvement (defined below), and may add parking facilities subject to approval as a Qualified

Capital Improvement (defined below). Lessee shall, at Lessee's risk and expense, be responsible for the ongoing maintenance and cleaning 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. Lessee further agrees to make modifications as necessary for compliance with any laws, including, but not limited to the Americans with Disabilities Act [42 U.S.C. 1210, et. seq.], which expenses shall be deemed to be Non-Elective Capital Improvements (defined below).

9. CAPITAL IMPROVEMENTS:

- A. Capital Improvement Definitions: As used herein, the term "Capital Improvements" shall mean:
1. Non-Elective Capital Improvements are (i) improvements or replacements mandated by or required to comply with County, State or Federal codes or regulations and (ii) improvements or replacements designed to preserve the facility, such as roof replacement, boiler replacement, HVAC system replacement, electrical system replacement, conversion from oil fired boilers to gas heat, asbestos removal, and window replacement (excepting window pane replacement).
 2. Elective Capital Improvements are improvements or additions made by Lessee to meet its programmatic needs, which are not otherwise required for the preservation of the building structure or systems or mandated by County, State, or Federal Code or Regulation.
 3. Qualified Capital Improvements are: (1) Non-Elective Capital Improvements; or (2) Elective Capital Improvements that have been reviewed and approved in writing by Lessor and specifically identified in that approval as approved for rent credits and thus as Qualified Capital Improvements.

B. Approval Process for Capital Improvements:

1. Lessee must obtain the prior written consent of Lessor for all Capital Improvements, except as hereinafter provided, and even as to such Capital Improvements for which Lessor's approval is not required, such Capital Improvements shall not be performed without Lessee first obtaining prior written approval by Lessor of the plans and specifications for such Capital Improvements, including the method of installation, equipment and materials to be used in making such Capital Improvements. Lessee must submit complete plans, drawings, and specifications at least 45 days prior to beginning work, except in the event of the occurrence of any exigent condition or circumstance which affects health, safety or welfare and as a result requires the commencement or completion of a Capital Improvement in less than 45 days, as to which Lessee shall provide written notice to Lessor prior to commencing the Capital Improvement but as to which Lessor's approval shall not be required. Lessee will also submit, and Lessor shall review, the estimated costs thereof. Lessee's submittal must be of sufficient detail and content to permit the Lessor to fully evaluate Lessee's anticipated project. In the event the Capital Improvements are of an elective nature, two copies of the submission must be sent by Lessee to Lessor. Lessor will respond in writing to Lessee's submission within 45 days of the receipt of all required documentation; if Lessor does not so respond within such 45-day period, the proposed capital improvement shall be deemed to be approved as a Qualified Capital Improvement.
2. Non-Elective Capital Improvements shall be deemed to be Qualified Capital Improvements and shall not require Lessor's approval, except as hereinafter provided. Lessee shall notify Lessor of such Non-Elective Capital Improvements prior to

undertaking same, which notice shall include a description of the reason(s) that such work constitutes a Non-Elective Capital Improvement; provided, however, that such Non-Elective Capital Improvements shall not be performed without Lessee first obtaining the prior written approval by Lessor of the plans and specifications for such Non-Elective Capital Improvements (including the method of installation, equipment and materials to be used in making the Non-Elective Capital Improvements), which approval shall not be unreasonably withheld, conditioned or delayed. Lessor reserves the right to deny approval of any and all Elective Capital Improvements proposed by Lessee, in the event of which denial Lessee shall retain the right to make the Elective Capital Improvement but shall not be entitled to a rent credit therefor under this Lease.

3. Lessor has the right to inspect all work and materials before, during and after construction. Inspections will be done during normal business hours and may not interfere with the work.
4. The total cost of all Capital Improvements will be borne solely by Lessee, except as otherwise agreed to or provided herein. Lessee will be solely responsible for obtaining all permits and licenses from all appropriate County, State, and/or municipal authorities. Lessor agrees to cooperate and to provide such assistance as may be reasonably necessary to obtain such permits and licenses.

C. Rent Credits for Capital Improvements

The Lessor will credit the Lessee's annual rent in an amount not to exceed fifty percent (50%) of the annual amortized cost of Qualified Capital Improvements as defined herein, which credit shall be applied in equal monthly installments. Said annual rent credit will be subject to the following conditions:

1. Rent credits in any year will not exceed fifty (50%) of the Lessee's current annual rent. Any amortized cost of Qualified Capital Improvements in excess of the annual rent credit limit herein, may not be carried forward for future credit.
2. Lessee will be entitled to credit for fees, administrative costs, bonds, permit fees, insurance, as well as other costs directly attributable to the actual excavation, construction, removal and/or installation of materials relating to capital improvements, as long as the costs are paid to a third party, and are fully documented by Lessee.
3. Except as otherwise provided herein, capital improvements completed by Lessee without the prior written approval of the Lessor will not receive rent credit.
4. Lessor has the right to audit all construction or other costs for which Lessee requests credit.
5. Lessor has the right to inspect all work and materials before, during, and after construction. Inspections will be done during normal business hours and may not interfere with the work.
6. In the event the work performed is not in compliance with the plans and specifications previously approved by Lessor, Lessee will immediately undertake any necessary corrections at Lessee's sole risk and expense, excepting normal and customary field changes. Corrective measures are not eligible for rent credits. If Lessee fails to take corrective actions, Lessor will provide Lessee written notification of any alleged deficiencies, and provide Lessee a reasonable period to cure said deficiencies. If Lessee fails to cure said deficiencies within the reasonable period, Lessee's right to rent credits for that capital project will be terminated. If necessary in the reasonable judgment of Lessor, Lessor may perform the

corrective action and charge Lessee the reasonable cost of that corrective action as additional rent hereunder.

7. The foregoing rent credit provisions will be suspended in the event of a (i) monetary default by Lessee of any of the terms and conditions of the Lease Agreement or (ii) a material non-monetary default by Lessee of any of the terms and conditions of the Lease Agreement ~~which affects the health or safety of users of the Leased Premises during the period of such default~~ until the cure thereof, at which time the rent credit shall resume and be applied in full towards rent coming due hereunder.
8. Only improvements approved and completed after the Lease Commencement Date will be eligible for rent credits unless otherwise agreed to in writing by both parties.

D. Reimbursement of Improvements in the Event of early Termination by Lessor:

In the event Lessor terminates this Lease for reasons other than default on the part of the Lessee, Lessor will reimburse Lessee for an amount equal to fifty percent (50%) of the full cost of Qualified Capital Improvements, less any rent credits for capital improvements already granted to Lessee, upon presentation to the Lessor of documentation as to the cost of the improvements and the contractor's or manufacturer's warranty. For example, in the event that the full cost of the Qualified Capital Improvement is \$240,000 and there is sixty (60) months remaining in the term at the time that the Qualified Capital Improvement is made, and Lessor terminates this Lease at a time when there is ten (10) months left in the lease term, then the amount of reimbursements to be made by Lessor to Lessee pursuant to this Article 9.D. would be calculated as follows: 50% of \$240,000 is \$120,000; \$120,000 divided by sixty (60) months is \$2,000 per month; at the point at which there is ten (10) months left in the

term, fifty (50) months of amortization at \$2,000 per month would have occurred, so Lessor would have reimbursed Lessee for \$100,000 (i.e., 50 times \$2,000); and, therefore, the remaining amount to be paid by Lessor to Lessee pursuant to this Article 9.D. would be \$20,000 (i.e., ten (10) months remaining in the term times \$2,000). This reimbursement will be subject to the following conditions:

1. Reimbursement shall be subject to appropriation and will be made within thirty (30) days of the termination date. In the event Lessor is unable to secure the funding necessary to reimburse Lessee, the Lessor will not terminate the Lease until such time as funding is appropriated.
2. In no event will Lessee be entitled to receive reimbursement from both the Lessor and any other public agency for the same, like item, or work of any nature or description.
3. Except for rent credits with respect to capital improvements already approved by Lessor, Lessor will not reimburse Lessee for any Capital Improvements in the event Lessee vacates the premises before the end of the lease term, whether voluntarily or pursuant to legal action for breach.
4. No reimbursement will be made for any Qualified Capital Improvements which have been made without the prior approval of Lessor of the plans and specifications (including the method of installation, equipment and materials) if such approval is required pursuant to this Article 9.
5. Costs of corrective measures taken in the event that a capital improvement is not in compliance with plans and specifications approved by Lessor will not be eligible for reimbursement.
6. This reimbursement provision will not be in force and effect in the event of default by Lessee of any of the terms and conditions of the Lease Agreement.

7. Lessee will be entitled to reimbursement for fees, administrative costs, bonds, permit fees, insurance, as well as other costs directly attributable to the actual excavation, construction, removal and/or installation of Capital Improvements, except for finance charges.
8. Lessee will not be entitled to reimbursement for Elective Capital Improvements unless the improvements have been determined in Lessor's reasonable judgment to be Qualified Elective Capital Improvements.

10. OPERATING EXPENSES:

- A. Except for the nominal charge described in Article 6 hereof, to the extent that Lessor utilizes the Leased Premises for its use, or use by any of its licensees, invitees, agents or employees, Lessee will be fully responsible at its sole risk and expense to perform all maintenance, repair, and/or replacement which the Lessor will determine in its sole discretion is required to protect the Leased Premises from damage or deterioration.
- B. Subject to the foregoing Capital Improvement and Rent Credit provisions, the Lessee assumes full responsibility at its sole risk and expense for the maintenance, repair and/or replacement of, including, but not limited to, the equipment, fixtures, roof, windows, floors, walls, electrical systems, heating and air conditioning systems, plumbing systems, playground equipment and fences.
- C. The Lessee is fully responsible at the Lessee's sole risk and expense, for all operating expenses for the Leased Premises including, but not limited to, utility bills and expenses, janitorial services, trash removal, pest control, grounds maintenance, preventive maintenance, day to day maintenance and tree removal.

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 more than forty-five (45) days after expiration or other termination of this Lease shall become property of the Lessor. The Lessor shall dispose of any such property in the manner it deems appropriate.

12. CONDITION OF PREMISES: Lessee accepts the Leased Premises in "as is" condition, and Lessee agrees to maintain the Leased Premises, including all improvements therein, in good condition and state of repair throughout the term of this Lease and any extension thereof. For purposes of maintenance and upkeep, the Leased Premises shall include the building, walkways, parking lot, driveway, play areas and other grounds contiguous to the building. Lessee agrees to keep the Leased Premises clean and neat in appearance at all times, and to keep grass trimmed, trees treated and shrubbery pruned as necessary to maintain them in good condition and appearance. Subject to the foregoing Capital Improvement and Rent Credit provisions, Lessee agrees to make repairs as necessary for the safe use of the Leased Premises, including changes necessary to comply with law, including, but not limited to changes, if required, to comply with the Americans With Disabilities Act, 42 U.S.C. 1210, et. seq.

13. LIABILITY. PROPERTY DAMAGE AND FIRE INSURANCE:

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

- B. Lessee agrees to obtain and maintain, during the term of the Lease, and any extension thereof, a policy of workers compensation and employers liability coverage in the amount of \$100,000 for bodily injury by accident (each person) or by disease (each person), and \$500,000 in the aggregate for bodily injury by accident or by disease (policy limits).
- C. Lessee agrees to obtain and maintain, during the term of the Lease, an All Risk Property policy covering Lessee's personal property at the Leased Premises.
- 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. The Lessee shall, within ten (10) days from execution of this instrument deliver to Lessor a certificate(s) of insurance evidencing the coverage enumerated above. The certificate(s) must be issued to Montgomery County, Maryland, Department of Public Works and Transportation, Division of Facilities and Services, 110 N. Washington Street, Rockville, Maryland 20850. Lessee has the obligation to assure that Lessor always has a valid 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 the occupancy or use by Lessee of the Leased Premises or any part thereof, and occasioned wholly or in part by any act or omission of Lessee, or its invited subtenants, agents, contractors, guests or employees. To the extent permitted by law, and subject to the provisions of the Maryland Local Government Tort Claims Act, Lessor will indemnify Lessee 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 the Lessor's approved occupancy or use of the Leased Premises or any part thereof by any person(s) or entity(ies) other than Lessee, or occasioned wholly or in part by any act or omission of Lessor, or its agents, contractors, guests, invitees or employees including, but not limited to, any pre-existing condition of or in the Leased Premises created by Lessor or its invited agents, contractors, guests or 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.

14. HOLD HARMLESS: Lessee agrees to hold Lessor harmless from any and all claims of liability, actions, damages and expenses, arising out of or related to Lessee's 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, or its invited agents, contractors, guests or employees. To the extent permitted by law, and subject to the provision of the Maryland Local Government Tort Claims Act, Lessor agrees to hold Lessee harmless from any and all claims of liability, actions, damages and expenses, arising out of or related to Lessor's approved occupancy or use of the Leased Premises or any part thereof by any person(s) or entity(ies) other than Lessee, breach of this Lease, or from any claim, action, damage, liability or expense occasioned wholly or in part by any act or omission of Lessor, or its agents, contractors, guests invitees or employees. Lessee agrees to hold Lessor harmless from any claim of liability made in connection with any construction or installation of equipment by Lessee 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 in excess of normal and customary amounts such that it would 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. Lessor recognizes that such ordinary risk for the type of operations described in Article 3 hereof includes, but is not limited to, keeping small amounts of such materials for purposes of operating lawn maintenance equipment, science laboratories, or other purposes related to the use, maintenance, repair or replacement of the Leased Premises or any portion thereof. 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 the Lessor, the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.
- C. Lessee shall not use or allow to be used the Leased Premises or any part thereof for any illegal, unlawful or improper purpose or for any activity which will constitute a nuisance to adjacent properties or the adjacent neighborhood.
- D. Lessee shall not place upon the Leased Premises any permanent 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. If Lessor does not respond to Lessee's

written request for approval within forty-five (45) days, the request shall be deemed to be approved.

- 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 invited agents, employees, patrons, guests and sublessees but shall also be construed to exclude use or misuse thereof by persons or entities approved by Lessor other than Lessee, its sublessees, invited agents, patrons, guests or employees .
- F. Lessee shall comply with all reasonable rules and regulations with regard to the use of the Leased Premises that may from time to time be 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 with 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. Lessee shall be given written notice at least thirty (30) days prior to the effective date of any new or amended rules or regulations regarding the Leased Premises. To the extent a lessee of any other closed Montgomery County school is granted a waiver or variance with respect to any such rule or regulation of general application, Lessee shall also be entitled to such waiver or variance, to the extent applicable to the Leased Premises.

16. DESTRUCTION OF PREMISES:

- A. In the event Lessor is maintaining "all-risk" property insurance for the Leased Premises, at Lessor's sole cost, and that the Leased Premises are destroyed or damaged from whatever cause so as to render the premises

unfit for the purposes for which the premises were leased, and the repair of said destruction or damage cannot reasonably be accomplished by Lessor within ninety (90) days from the date of such damage, Lessee or Lessor shall be entitled to terminate this Lease by written notice to the other within ninety (90) days after the date the irreparable destruction or damage occurred.

- B. Subject to the provisions of Article 16.A. hereof, in the event that the Lessor is able to undertake the repair of the Leased Premises it shall do so, unless the destruction or damage occurs during the last option period, in which case Lessor need only undertake repair of the Leased Premises if Lessor determines it is in Lessor's best interest to do so. Lessor shall complete said repairs within ninety (90) days from the date of destruction or damage and this Lease shall not be affected, except that during reconstruction rental payments shall be reduced by a percentage corresponding to the portion of the Leased Premises to which Lessee is denied normal occupancy and use. Lessor agrees either to obtain and maintain property insurance on the Leased Premises sufficient to fund such repairs, or to be self-insured for the costs of such repairs.
- C. In the event that the damage or destruction occurs during the last option period and Lessor determines it is not in Lessor's best interest to repair the Leased Premises, or in the event the damage or destruction is such that the Leased Premises are beyond repair, Lessee shall not be entitled to any compensation or payment from Lessor for the value of any remaining term of the Lease. If Lessor does not repair the Leased Premises, Lessee shall be entitled to reimbursement for an amount equal to fifty percent (50%) of the full cost of any Qualified Capital Improvements made by Lessee to the Leased Premises, less any rent credits for capital improvements already granted to Lessee, and subject to the conditions set forth in Article 9.D.

For example, in the event that the full cost of the Qualified Capital Improvement is \$240,000 and there is sixty (60) months remaining in the term at the time that the Qualified Capital Improvement is made, and Lessor terminates this Lease at a time when there is ten (10) months left in the lease term, then the amount of reimbursements to be made by Lessor to Lessee pursuant to this Article 16.C. would be calculated as follows: 50% of \$240,000 is \$120,000; \$120,000 divided by sixty (60) months is \$2,000 per month; at the point at which there is ten (10) months left in the term, fifty (50) months of amortization at \$2,000 per month would have occurred, so Lessor would have reimbursed Lessee for \$100,000 (i.e., 50 times \$2,000); and, therefore, the remaining amount to be paid by Lessor to Lessee pursuant to this Article 16.C. would be \$20,000 (i.e., ten (10) months remaining in the term times \$2,000).

D. Notwithstanding anything to the contrary set forth in Articles 16.A., 16.B. or 16.C. hereof, Lessee shall have the right, in its sole and absolute discretion, to maintain "all-risk" property insurance which insures the Leased Premises against loss or damage from fire and other risks, at Lessee's sole cost, which option shall be exercisable by Lessee at any time upon written notice to Lessor. In the event that Lessee exercises its option to maintain and pay for such "all-risk" property insurance, Lessee shall have the following rights:

1. In the event that the Leased Premises are destroyed or damaged from whatever cause so as to render the Leased Premises unfit for the purposes for which the Leased 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, in its

sole discretion, by written notice to Lessor within ninety (90) days after the date that the irreparable destruction or damage occurred.

2. In the event that Lessee elects to repair the destruction or damage, it shall have the right to do so, to as nearly as possible the condition and character thereof immediately prior to such damage or destruction, subject to the prior written approval by Lessor of the plans and specifications for such repairs and restoration, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that if the proposed repairs or restoration would significantly alter the character of the Leased Premises, then the approval by Lessor of the Lessee's plans and specifications shall be in the sole and absolute discretion of Lessor. All repairs and restoration undertaken by Lessee shall be completed in a workmanlike, lien-free manner.

17. DEFAULT:

- A. Lessee shall be considered in default of this Lease upon the occurrence of any of the following:
 1. In the case of any failure by Lessee to pay rent as required hereunder, a default shall be deemed to have occurred if the failure shall continue beyond the expiration of the 10-day cure period after written notice from Lessor which is provided for in Article 4.C. hereof.
 2. Failure to perform under any other 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 periods as may be reasonably required to correct the default with the exercise of due diligence).

3. 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 ninety (90) days.
4. The making of any assignment for the benefit of Lessee's creditors.
5. The abandonment of the Leased Premises by Lessee.

B. In the event that the Lessee shall be found in default as hereinabove stated, and shall fail to cure said default within thirty (30) days after written notice from the Lessor (or such period as may be reasonably required to correct the default with the exercise of due diligence), which period shall run simultaneously with the curative period as provided in Article 17A 1. or 2 herein, then, and in every such case thenceforth, at the option of the Lessor or Lessor's assigns, the Lessee's right of possession shall thereupon end, and the Lessor may proceed to recover possession under the laws of the State of Maryland.

18. EMINENT DOMAIN:

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

- B. The Lessor shall receive any award for the fair market value of the land upon which the improvements are located and for the improvements except as otherwise provided herein.
- C. Nothing contained hereinabove shall be construed to preclude Lessee from claiming, proving and receiving, in a separate claim filed by Lessee against the authority exercising the power of eminent domain, such sums to which the Lessee may be entitled as compensation (including, but not limited to, Lessee's reasonable costs and expenses of removal of its fixtures and personal property and relocation to a new premises, provided that such a separate claim does not interfere with or reduce the Lessor's award.
- D. 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. Lessor, 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 if, and only if, the condemning authority is a party other than Lessor.

19. ASSIGNMENT AND SUBLEASING:

- A. Lessee will not assign or sublease any part of the Leased Premises without Lessor's expressed written consent, which shall not unreasonably be withheld. 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 deemed to have been given.

B. Any sublease or assignment by Lessee which is approved by Lessor shall be permitted only under the following terms and conditions:

1. Lessee will not be permitted to sublease more than fifty per cent (50%) of the net useable square footage of the building for any period longer than ninety (90) days.
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 and/or the funding of capital improvements to the Leased Premises. Lessee does hereby agree that any rental amounts charged to subtenants or assignees will be limited to the greater of funds to be applied to capital improvements to the Leased Premises or 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 and approved costs and expenses. Lessor will require written evidence of compliance hereunder.

4. In the event Lessor approves a sublease, Lessee remains responsible for the payment of all monies due to Lessor and the performance of all obligations required of the Lessee.
5. All subtenants or assignees must conform to the existing zoning, and to the Use Provision contained in the Lease between Lessor and Lessee.
6. In the event Lessor determines that Lessee is receiving rental payments from subtenants in excess of the costs permitted herein, Lessee shall provide all of the rents received, over and above the allowable costs, to Lessor as additional rent.

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

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

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

fire or other casualty and damage from any risk with respect to which Lessee is not herein expressly made liable excepted (provided that insurance proceeds from fire or other casualty or damage, if not used to restore the Leased Premises, have been paid to the Lessor).

23. HOLDOVER: In the event that the Lessee shall continue to occupy said Leased Premises or any part thereof after the conclusion of the term of this Lease, the tenancy thus created shall be deemed to be upon a month-to-month basis and may be terminated by either party giving the other not less than sixty (60) days' written notice, to expire on the day of the month from which the tenancy commenced. In the event the Lessee is a private school, the Lessor agrees that under no circumstances will the Lessee be required to surrender the Leased Premises during the normal and usual school year, defined to be September 1 to July 1. 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 nor greater than one hundred fifty percent (150%) of the then-current rent.

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, excepting only the limited governmental and community use provisions set forth in Article 6 and 7 hereof. 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). Lessor agrees that any

sale of the Leased Premises other than to Lessee will be expressly subject to Lessee's rights under this Lease Agreement, which will continue in accordance with the terms of this Lease.

26. COMPLIANCE WITH LAWS: It is understood, agreed and covenanted by and between the parties hereto that Lessee will promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereinafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County Government, Montgomery County Department of Environmental Protection or Montgomery County Fire Marshal's Office. The foregoing shall not be construed to preclude the Lessee from exercising its legal right to contest the validity of legislation through judicial process, provided that the Lessee shall continue to fully comply with the provisions of this Article 26 pending the outcome of the Lessee's efforts. Lessee's right to receive Rent Credit for the expenses of such compliance will be determined in accordance with the provisions of Article 9 hereof.

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. COMPLIANCE WITH FUTURE REGULATIONS:
When and if the Montgomery County Council adopts regulations concerning the purchase of schools which are leased to third parties, such as the Leased Premises, Lessor and Lessee agree that this Lease shall be deemed to have been automatically amended upon the effective date of such regulations and such regulations shall be deemed to be a part of this Lease, as of the effective date of such regulations.

29. [Intentionally omitted.]

30. 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 a neutral, independent arbitrator identified and appointed in accordance with the procedures of the American Arbitration Association. The Lessee and Lessor shall be afforded an opportunity to be heard and to 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. The arbitrator shall notify the parties in writing of the determination made, which decision shall be final and conclusive as to all questions of fact. This Article 28 does not preclude consideration of questions of law by a court of competent jurisdiction in connection with the aforesaid decisions.

31. 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.

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

33. 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.

34. PUBLIC EMPLOYMENT: Lessee understands that unless authorized under Sections IIB-52 and Chapter 19A of the Montgomery County Code 1994, as amended, it is

unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

35. FORCE MAJEURE: Neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or upsurged power, sabotage, inability to obtain any material or service, through Act of God or other cause beyond the control of either party; provided, however, that the foregoing provision shall not excuse any failure to pay rent as and when due and payable under this Lease. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a party.

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

MARY C. WORCH
HEAD OF SCHOOL
THE WOODS ACADEMY

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

6801 GREENTREE RD.
BETHESDA, MD.
20817

37. PROHIBITION OF HAZARDOUS SUBSTANCES: Excepting normal and customary uses incidental to the use, operation, maintenance and repair of the Leased Premises for its approved purposes in accordance with all applicable laws and governmental regulations, Lessee agrees to not store or bring hazardous substances onto the Leased Premises. Lessee shall be responsible for any personal injuries or personal and real property damage as a result of any hazardous substance being brought on the premises by the Lessee, or its invited agents, contractors, employees or guests. Lessor shall remain responsible for any personal injuries or personal and real property damage as a result of any hazardous substance or condition brought on

the premises or created by Lessor, or by any person(s) or entity(ies) approved by Lessor to use the Leased Premises.

38. 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:

THE WOODS ACADEMY
6801 Greentree Road
Bethesda, Maryland 20817
Attention: Head of School

LESSOR:

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

and to:

[Name of Bookkeeper]

EMILY SCHWAB

and to:

[Name of Treasurer of Board of Directors]

JENNIFER HOLTZMULLER

39. SECURITY DEPOSIT: In the event that, at any time during the Term, Lessor ever requires security for the performance by Lessee of its obligations under this Lease (the "Security Deposit") from Lessee, such Security Deposit shall be in the form of an indemnity bond for the benefit of Lessor, if obtainable, in an amount equal to one (1) year's annual rent due hereunder, i.e. SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY-TWO AND 28/100 Dollars (\$ 71,252.28), which shall be held by Lessor as security for the payment of all rent payable by Lessee and for the faithful performance

by Lessee of all other obligations of Lessee under this Lease. Lessee shall have ninety (90) days from the receipt of written notice from Lessor that Lessor requires such indemnity bond within which to deliver same to Lessor, if obtainable. The indemnity bond shall not be assigned or transferred by Lessor without the prior written consent of Lessee and any such act shall be void, except that in the event of a sale in accordance with the terms of this Lease, Lessor shall transfer the aforesaid indemnity bond to the purchaser of the Leased Premises. Lessor may, at Lessor's option, obtain payment of the aforesaid indemnity bond and apply the entire amount thereof, or so much thereof as is necessary to compensate Lessor for the payment of any past-due rent and for loss or damage of same by Lessor due to any default, in any case after the expiration of all applicable grace periods and cure periods provided for in this Lease.

Notwithstanding the foregoing, in the event that Lessor requires the Security Deposit from Lessee, Lessee shall have the right, at its sole option, in lieu of providing such Security Deposit in the form of an indemnity bond for the benefit of Lessor, to provide such Security Deposit in the form of (i) cash or (ii) an unconditional irrevocable letter of credit issued by a federally insured financial institution or a financial institution the deposits of which are insured by the State of Maryland.

40. 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.

SIGNATURE PAGE TO FOLLOW

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

WITNESS:

By: Rebecca S. Demaruk

LESSEE:

MONTGOMERY COUNTY, MARYLAND

By: William L. Mooney
WILLIAM MOONEY, ASSISTANT
CHIEF ADMINISTRATIVE OFFICER

Date: 7/19/99

WITNESS:

By: Tracy C. Howe

LESSOR:

OUR LADY OF THE WOODS ACADEMY,
INCORPORATED, a Maryland corporation

By: John A. Boland
Title: CHAIR - BOARD OF TRUSTEES
Date: 6/29/99

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]

Date: 7.13.99

RECOMMENDED

By: [Signature]
REYJUNQUERA, LEASING MANAGER
DIVISION OF FACILITIES AND SERVICES

Date: 7/12/99