

LEASE AGREEMENT
BETWEEN
MONTERY COUNTY, MARYLAND
AND
THE HEBREW WEDNEY OF GREATER WASHINGTON

ID: 3/29/96

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LEASE

THIS LEASE , made this _____ day of _____, 19____, by and between MONTGOMERY COUNTY, MARYLAND a political subdivision of the State of Maryland, hereinafter called "County" or "Lessor", and THE HEBREW ACADEMY OF GREATER WASHINGTON, INC., a non-profit educational organization incorporated in the District of Columbia, with its principal offices located at 2010 Linden Lane, Silver Spring, Maryland 20910, hereinafter called "Lessee."

WITNESETH

WHEREAS, the County is the owner of certain real property located in Montgomery County, Maryland, known as the former Peary Senior High School, which consists of 19.52 acres of land, more or less, improved with a building comprising approximately 220,000 square feet, together with any and all site improvements, appurtenant rights and benefits of the parcel, located at 13300 Arctic Avenue, Rockville, Montgomery County, Maryland, known as Parcel P209, on Tax Map HR21, as recorded in Liber 13060 at Folio 122 among the land records of Montgomery County, Maryland, as shown on Exhibit A attached hereto and made a part hereof, which land and improvements are hereinafter collectively referred to as the "Premises"; and

WHEREAS, pursuant to Article 25A of the Annotated Code of Maryland, the County has authority to dispose of any real or leasehold property belonging to the County, provided the property is no longer needed for public use; and

WHEREAS, the County, under authority of Section 4-114 of the Maryland Education Code Ann., has authority to dispose of school property that has been declared surplus to public needs; and

WHEREAS, as a surplus school, the Premises were approved for disposition by the Montgomery County Council, by Resolution No. 12-1874, adopted on November 29, 1994, pursuant to the requirements of Section 4-114 of the Maryland Education Code Ann., the Council having approved a lease with an option to purchase if supported by the Aspen Hill Master Plan; and

WHEREAS, pursuant to Montgomery County Council Resolution 12-1874, the Montgomery County Government solicited proposals for the reuse and/or disposition of the Premises in 1995; and

WHEREAS, Lessee submitted to the County a proposal for the reuse of the Premises, as a private educational institution, which proposal the County has accepted; and

WHEREAS, Lessee desires to lease the Premises with an option to purchase, in accordance with the terms and conditions of this Agreement, and the County has agreed to lease the Premises and grant an option to purchase to Lessee in accordance with these provisions; and

WHEREAS, this lease is subject to completion of the public notice process of the terms and conditions of this lease, in accordance with the provisions of Article 25A, Section 5(B) of the Annotated Code of Maryland;

NOW, THEREFORE, in consideration of the financial conditions hereinafter reserved, other good and valuable consideration, and the covenants hereinafter contained, the County does hereby lease and demise the Premises unto the Lessee, and the Lessee does hereby rent the Premises from the County, in accordance with the following terms and conditions:

DEFINITIONS

The following definitions are established with regard to this Lease:

1. The term "Building" shall refer to the Peary Senior High School building currently located on the Premises, to be repaired and renovated by Lessee, and such other and further construction as may be allowed on the Premises consistent with applicable laws and regulations, subject to the County's approval.
2. The term "County" shall refer to Montgomery County, Maryland, as the owner, and grantor of use rights. Statements which indicate the "County" approval have reference only to rights, consent and agreement as related to the ownership, development and conveyance of this property, and not to other required County regulatory approvals. The County as land owner shall cooperate with the Lessee in filing any application for zoning or land use permits and permissions to proceed with its work on the Premises in a timely manner at the earliest possible date.
3. Wherever the phrase "approval of the County" is used it shall, unless otherwise provided, mean that such approval shall not be unreasonably withheld.
4. Unless otherwise provided, the term "days" shall refer to business days wherever reference is made herein to less than seven (7) days. Otherwise the term "days" shall refer to calendar days.
5. The term "Improvements" shall refer to any structure, fixture or other improvements including fixed or attached equipment now located or hereinafter erected upon the Premises, including, but in no way limited to the Peary building and appurtenant facilities,

together with other buildings or accessory structures, parking lots, landscaping, etc. now forming part of the Premises.

6. The term "Lessee" shall refer to The Hebrew Academy of Greater Washington, Inc., a non-profit educational organization, its successors and permitted assigns.

7. The term "Occupant" shall include any person or persons who, by reason of employment or other status, occupy space on or within the Premises and Improvements.

8. The term "Lease Year" shall refer to the one year period following the commencement of the full term of this Lease, and to each successive one year period thereafter.

9. The term "Renovation Period" shall refer to the two-year period following commencement of this Lease, during which Lessee shall undertake the repair and renovation of the Premises as set forth herein. During the renovation period, the Lessee shall be fully responsible for the Premises, and shall observe all of the terms and conditions of this lease. The two year renovation period, however, shall not be counted as part of the full twenty-five year term of this Lease.

10. The term "Elective Capital Improvements" shall refer to capital improvements or additions made by Lessee to the Premises in order to meet Lessee's specific program requirements, but which are not otherwise required for the preservation of the building structure or systems, and are not mandated by County, State or Federal code or regulation.

11. The term "Non-Elective Capital Improvements" shall refer to improvements required to protect and preserve the building, including items such as roof replacement, boiler replacement, HVAC system replacement, replacement of failing structural components, replacement of electrical or plumbing systems, conversion from oil fired to gas heating systems,

removal of hazardous or toxic substances, window replacement, and other similar work mandated by County, State or Federal code or regulation.

12. The term "Qualified Elective Capital Improvements" shall refer to elective capital improvements or additions to the building that have been reviewed and approved in writing by the County and/or the Montgomery County Public School System, as having potential value to the County if it receives the building in the future for a school.

ARTICLE I

LEASED PREMISES

The County hereby leases the Premises unto the Lessee in consideration of the terms and conditions of this Lease, as more fully set forth below.

ARTICLE II

RENOVATION PERIOD, LEASE TERM, AND EXPIRATION

1. Lessee shall accept possession of the leased Premises and full responsibility therefor on the 15th day of April, 1996. Said acceptance of the Premises by Lessee shall commence a two-year renovation period, during which Lessee shall undertake repairs and renovations to the Premises as set forth herein. During this renovation period, Lessee shall abide by and be held to all of the terms and conditions of this Lease. Upon the expiration of the two-year renovation period, the lease shall continue for a period of twenty-five (25) years, commencing on the day following expiration of the two-year Renovation Period. The Lessee shall have the option to extend the full term of this Lease for three (3) additional and consecutive five (5) year periods, under the same terms and conditions herein contained, subject to the

County's right to terminate, as set forth in Article II, Section (2) herein. The Lessee shall provide twelve (12) months' advance written notice to the County of its election to exercise each option to extend.

2. In the event the leased Premises are needed by the County for public education purposes, the County may terminate this Lease, by providing to Lessee five (5) years' advance written notice of its election to terminate, at any time after the conclusion of the twenty-five year lease term. This Lease shall automatically terminate upon the expiration of the Lease term and any extension thereof, without notice or demand from the County.

ARTICLE III

RIGHT TO PURCHASE

The Lessee shall have the right to purchase the Premises at any time during the lease term or any extension thereof, subject to the approval of the Montgomery County Council and the Montgomery County Executive, and subject to any restrictions, conditions or requirements which the County Executive and the County Council may elect to attach to such a purchase. The Lessee's right to purchase is further subject to the approval of the State of Maryland Board of Public Works, which may also elect to place restrictions, conditions or requirements on the purchase. The Lessee's right to purchase and the County's acceptance thereof shall be exercised in accordance with all applicable State and local statutes and regulations governing the disposition of public property. The County and Lessee recognize that the purchase price for the Premises should fully reflect the Premises' condition on the commencement date of this Lease, and should accordingly be established prior to the Lessee's planned repair and renovation of the Premises. In accordance with Montgomery County Council Resolution No. 12-1874, the parties

acknowledge that the condition of the building on the Premises is very poor, and that the alternative reuse of this property, in the event that it is not leased for private educational purposes, is demolition of the building and reuse of the land only. In recognition of the building's condition, the parties expect, subject to confirmation by independent appraisers, that the value of the property will lie exclusively in the land. The parties expect that the building will neither contribute to or detract from the value of the property. The price to be paid by Lessee for the leased Premises shall therefore be established by appraisals, to be performed within one hundred twenty (120) days following the commencement date of the Renovation Period, but prior to the beginning of the Lessee's repair and renovation work. The County and Lessee also recognize that such a "baseline" price will not be fully reflective of the value of the Premises as time passes. The parties therefore agree that the initial "baseline" price to be paid for the Premises shall be adjusted on an annual basis as set forth herein. The initial "baseline" price for the Premises shall be established in the following manner:

The County and the Lessee shall each select a licensed real estate appraiser having experience in the valuation of improved real estate in the Washington, D.C. metropolitan area, and who is a member of the American Institute of Real Estate Appraisers (each certified as an "MAI appraiser"). The two MAI appraisers so selected shall choose a third MAI appraiser within fifteen (15) days of their selection, and notify the County and Lessee of their choice. Each party shall bear the cost of its MAI appraiser, and shall share equally the cost of the third MAI appraiser. If the two MAI appraisers selected by the parties cannot agree on the choice of a third MAI appraiser and notify the parties as to their choice within said fifteen (15) day period, then the parties shall request that the President of the Montgomery County Board of Realtors designate a third MAI appraiser

within fifteen (15) days of the parties' request to do so. The "baseline" price for the Premises shall be the average of the fair market values as submitted by each of the three appraisers. Prior to the commissioning of the three appraisals, the County and Lessee shall agree on a set of written instructions to be delivered to each of the three appraisers, which instructions will be followed by the appraisers in the performance of their work. Once established, this "baseline" price shall be the effective price of the Premises for the twelve (12) month period following completion of the appraisals. In the event that Lessee does not exercise its option to purchase the Premises within the first twelve months following completion of the appraisals, the initial "baseline" price for the Premises shall be adjusted as follows:

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

The Lessee may not sell, transfer or assign its option to purchase the Premises to any third party without the County's prior written approval.

ARTICLE IV

RENT

1. Lessee shall pay no rent during the two-year Renovation Period. Lessee shall pay the sum of TEN Dollars (\$10.00) as annual rent to the County during the first four (4) years of the lease term. The entire annual rent for the first four years of the lease term shall be due and payable upon execution of this Lease. Beginning with the first month of the fifth lease year, Lessee shall pay annual rent in the amount of SIXTY THOUSAND Dollars (\$60,000.00), payable in equal monthly installments of FIVE THOUSAND Dollars (\$5,000.00). All payments shall be due and payable on or before the first day of each month, without set-off, deduction or demand therefor from the County, payable to the order of Montgomery County, Maryland, and delivered to the offices of the Montgomery County Division of Revenue, 101 Monroe Street, 5th Floor, Rockville, Maryland. Any rental payment not received by the County more than 10 days from the date it becomes due and payable shall be assessed interest at the rate of 15% per annum until paid. Should any payment remain unpaid for more than 30 days after it is due, the County shall have the right to terminate this Lease, recover possession of the Premises, and pursue any other legal remedies available to the County under the laws of the State of Maryland. It is agreed between the parties that the annual rent payable by Lessee shall be adjusted for the sixth lease year, and every lease year thereafter, as determined by application of the following formula:

To the annual rent payable by Lessee during the previous lease year shall be added that sum representing one hundred percent (100%) of the resulting amount, 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, Revised CPI-U. All Items, U.S. City Average, 1984=100" for the last month of the previous lease year, and denominator of which shall be said index for the month 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 no event will the newly adjusted rent exceed the rent payable during the previous lease year by more than five percent

(5%)

In the event the said index is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in such index, the parties hereto shall attempt to agree on an alternative formula in accordance with such statistics as may be recommended by a department or agency of the United States Government for such purpose, or absent such a recommendation, in such manner as may reasonably be determined by agreement of Lessee and the County.

2. (a) As additional rent hereunder, upon the effective date of this Lease, Lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged or imposed, or which may become a lien or charge on or against the leasehold of Lessee herein, any building or buildings, or any improvements now or hereafter thereon, or on or against

Lessee's estate hereby created which may be a subject of taxation, or on or against the County by reason of its ownership of the fee underlying this Lease, during the entire term hereof.

(b) Specifically, and without in any way limiting the generality of the foregoing, Lessee shall pay all special assessments and levies or charges made by any State, municipal or political subdivision for local improvements, and shall pay the same in cash as they shall fall due and before they shall become delinquent and as required by the act and proceedings under which any assessments or levies or charges are made by any State, municipal or political subdivision. If the right is given to pay either in one sum or in installments and if the installment(s) shall be payable after the termination of this Lease or any extended term thereof, such unpaid installment(s) shall be prorated as of the date of termination, and amounts payable after such date shall be paid by the County. All of the taxes and charges under this Section shall be prorated at the commencement of the term of this Lease and expiration of the term and any extension or renewal hereof.

(c) All rebates on account of any such taxes, rates, levies, charges, or assessments required to be paid and paid by Lessee under the provisions hereof shall belong to Lessee.

ARTICLE V

LESSEE'S INSURANCE

1. On or before the commencement of this Lease, the Lessee must obtain at its own cost and expense and keep in force and effect during the lease term the following insurance coverages with an insurance company(ies) licensed to do business in the State of Maryland. Lessee must provide evidence of coverage by submitting a certificate of insurance and/or certified copies of the insurance policies. Lessee's insurance shall be primary.

(a) General Liability: Minimum One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage coverage per occurrence including the following coverages: Contractual Liability; Premises and Operations; Independent Contractors; Fire Legal Liability; Personal Injury Coverage

(b) Property Insurance: Lessee shall also provide all risks property damage insurance for 100% value of the leased buildings and contents against all risks of direct physical loss or damage including expense of removal of debris of such property damage by an insured peril. Property policy shall provide 100% replacement cost endorsement, demolition and clearing clause. No claim on this policy shall be settled without the written approval of the County.

(c) Workmen's compensation insurance as required by Maryland law.

(d) Additional Insured: Montgomery County Government must be named as an additional insured on all liability policies.

(e) Policy Cancellation: Forty-five (45) days written notice to the County of cancellation or material change of any of the policies is required.

(f) Certificate Holder: Montgomery County Government, Department of Facilities & Services, 110 North Washington Street, Rockville, Maryland 20850.

ARTICLE VI

LESSEE'S INDEMNIFICATION

Lessee, as a material part of the consideration for the County's execution of this Lease, covenants with County that the County shall not be liable except as otherwise provided in this Lease for any loss, damage, claim of damage, liability or expense, of any kind or for any damage

or injury to persons or property during the term of this Lease from any cause whatsoever, whether negligent, intentional, or otherwise by reason of the use, occupation, or enjoyment of the Premises or Improvements thereon by Lessee, its employees, agents, visitors, tenants, licensees or concessionaires. Lessee shall indemnify and defend the County in any action or suit brought against the County, and hold harmless the County from all loss, damage, claim of damage, liability or expense whatsoever on account of any such damage or injury; provided, however, that the foregoing indemnity for loss, damage, claim of damage, liability or expense of injury to persons or property, shall not apply if due to any willful or negligent act or omission of the County, its employees or agents. In no event shall the limits of any insurance policy provided for herein be deemed to limit Lessee's liability to the County as herein set forth.

ARTICLE VII

LIENS, CLAIMS OR ENCUMBRANCES

1. Lessee shall at all times keep the Premises free and clear of mechanics', materialmen's and other liens, and of all charges, claims and encumbrances caused or created by Lessee or anyone claiming through or under Lessee, other than such deeds of trust or mortgages as may be necessary from time to time to effectuate the financing of the Lessee's renovation and repair work on the Premises, provided, however, that such deeds of trust or mortgages are subordinate to this Lease.

2. If any mechanic's or other lien shall at any time be filed against the Premises for work performed by or for Lessee, Lessee shall either cause the same to be discharged of record within thirty (30) days after the date of filing of the same, or, if Lessee shall desire to contest any such lien, Lessee shall furnish to the County security in the amount of the claim, plus costs and

interest, or shall procure a bond in said amount from a reputable bonding company. The final judgment of any court of competent jurisdiction determining the validity and/or amount of any such lien shall be conclusive.

3. If Lessee shall fail to discharge any lien not permitted by this Lease or to provide County with security therefor as hereinabove provided, then County may at its option, pay or discharge any such lien, and Lessee shall pay County all amounts spent by County, including costs, expenses and reasonable attorneys' fees, incurred by County together with interest at the rate provided in Section 11-107(a) of the Courts and Judicial Proceedings Article, Annotated Code of Maryland, as amended, or in the event that this Section is repealed and not re-enacted, then interest shall be the prime rate set by Citibank of New York, plus one percent (1%), which payment shall constitute additional rent due hereunder and shall be paid upon demand by the County.

ARTICLE VIII

REPAIR, RENOVATION AND IMPROVEMENTS

1. The Lessee shall, within the two year Renovation Period, with exercise of due diligence, and at Lessee's sole cost and expense, repair, renovate and rehabilitate the buildings and outdoor areas comprising the Premises, in order to improve and preserve the Premises, and bring the Premises into a useable condition, in compliance with all applicable use and occupancy, fire safety, and building codes, and in accordance with all applicable statutes or regulations, whether issued by the Federal, State or local government, the Montgomery County Department of Environmental Protection or the Fire Marshal's Office. Lessee's work within the Premises is subject to the following conditions. No building, exterior improvement or addition, or

landscaping shall be erected, placed or altered, nor shall any work beyond routine repairs be performed until plans for any such work have been approved by the County. Plans will be reviewed promptly when submitted, will be approved or disapproved within forty-five (45) days of submission, and approval will not be unreasonably withheld, delayed, denied or conditioned. In the event emergency repairs or emergency work is required, the Lessee shall notify the County as to the existence and nature of the emergency, and the County shall accelerate its review and approval process accordingly. The Lessee shall provide the following information to the County for its review and approval prior to (or, where appropriate, with County approval, during) construction:

(a) Floor plans, including outline specifications designating materials and mechanical, electrical and structural systems, utility requirements and finishing materials samples and colors.

(b) A site plan for any work planned to be performed by Lessee on the exterior of the Premises, showing location and design of any construction, driveways, loading areas, maneuvering areas, lighting, and sidewalks, and improvements to the parking areas.

(c) Drawings of all exterior signs to be erected, including details of signs, materials, locations, design, size, color and lighting.

(d) Any other reasonable information as may be required by the County to insure compliance with requirements contained herein.

2. This review and approval by the County does not alter, replace, or in any way substitute for or constitute approval in lieu thereof of other permits, approvals or authorizations that may be required in the normal renovation or construction process, which are the separate and additional responsibility of Lessee.

3. Neither the County nor any employee or agent thereof shall be liable for monetary damages to any occupant or lessee or to anyone submitting plans or requests for approval, or to any other party by reason of mistake in judgment, negligence, or nonfeasance, arising out of or in connection with the approval, disapproval or failure to approve any such plans or requests or for any other action in connection with its or their duties hereunder. Likewise, anyone submitting plans to the County for approval, by submitting such plans or requests, and any person when he becomes an occupant or lessee, agrees that he or it will not bring any action or suit to recover any monetary damages against the County or any employee or agent of said County for such approval or disapproval.

4. In the event that the County terminates this Lease prior to its normal expiration date or applicable extension thereof, in accordance with the County's right to terminate as set forth in Article II, Section (2) hereinabove, the County shall reimburse the Lessee for a percentage of the cost of Non-Elective and Qualified Elective capital improvements completed by the Lessee within the Premises. The County's reimbursement will be pro-rated to reflect the remaining life of the improvements beyond the date of termination. The life of the capital improvements will be determined in accordance with the Internal Revenue Service's lifespan schedule. Lessee will assign any and all remaining warranties covering reimbursable improvements to the County.

5. Lessee must obtain prior written consent from the County for a determination of which planned improvements are reimbursable. Submission of plans and specifications as set forth hereinabove shall be considered satisfactory for the purpose of reimbursement approval, if also accompanied by a specific request that the planned improvements be so certified. In the event the planned improvements are Elective Capital Improvements, a submission must be made

by Lessee to Montgomery County Public Schools, in order to allow for their review of the potential future value of the improvements. Work completed by Lessee without the County's approval will not be considered for reimbursement.

6. The County shall have the right to audit all construction or any other capital improvement costs for which Lessee seeks reimbursement.

7. In the event any work performed by Lessee within the Premises is not in compliance with the plans and specifications submitted for approval by Lessee, Lessee shall immediately undertake, at Lessee's expense, any corrections required to bring the work into compliance with approved plans and specifications. Corrective measures taken by Lessee shall not be eligible for reimbursement. In the event Lessee fails to take necessary corrective action, Lessee will forfeit its right to reimbursement.

8. Limitations on Reimbursement

(i) The initial total cost of all capital improvements will be borne solely by Lessee. Lessee will be responsible for obtaining all construction permits and licenses from all applicable County, State, Federal or municipal authorities. Lessee will not be entitled to reimbursement for finance charges, fees, administrative costs, bonds, permit fees, insurance, maintenance, operating or repair expenses, or any other cost not directly attributable to the actual construction or installation of capital improvements.

(ii) Reimbursement will be subject to appropriation of funds in an adopted operating budget of the Montgomery County Government or the Board of

Education of Montgomery County. In the event funds are not appropriated for reimbursement, the County will delay termination until such reimbursement funds are available. In no event will Lessee be entitled to reimbursement from both the County and the Montgomery County Board of Education for the same item. In order to avoid such potential duplication, the County will be the only recipient of requests for reimbursement, and will administer and coordinate the reimbursement process.

- (iii) Lessee will not be entitled to reimbursement for elective capital improvements unless such improvements have been determined to be qualified for reimbursement, as set forth herein, at the discretion of the County and/or the Montgomery County Board of Education.

ARTICLE IX

CONSTRAINTS

Once Lessee receives a use and occupancy permit for the Building, Lessee's use shall be constrained by the following permitted uses and performance standards:

1. No noxious, unhealthy or offensive trades, services or activities shall be conducted within the Premises nor shall anything be done thereon which may be or become any annoyance or nuisance to the County, general public, or any lessee by reason of unsightliness or the excessive emission of fumes, odors, glare, vibration, gasses, dust, waste, smoke or noise.

2. To the fullest extent provided by law the Lessee shall indemnify and hold the County harmless with regard to any loss, expense, damage or cause of action related to a breach

of its obligations concerning toxic and hazardous materials, and controlled substances, including but not limited to, reasonable counsel fees, court costs, litigation related expenses, clean up expenses, enforcement expenses, and consequential damages to the Premises.

ARTICLE X

CONSTRUCTION, ALTERATIONS, CONDITION OF PREMISES

1. Construction, renovation or alteration of any building within the Premises shall be in conformance with the then existing applicable standards, codes and ordinances.
2. During construction, building and site shall be kept clean on a daily basis and all trash, rubbish and debris removed therefrom after any construction work is done thereon.
3. The Lessee has leased the Premises and building thereon as herein provided, in "as is" condition, after an examination thereof without any representation as to its condition on the part of the County.

ARTICLE XI

GENERAL MAINTENANCE

1. Lessee shall maintain all existing landscape, including lawn mowing, hedge trimming, watering, and removal of weeds from planted areas, all as needed, and the Premises shall be generally maintained in a neat and clean appearance.
2. The existing landscaping may not be altered without submission of a plan and obtaining the written approval of the County.
4. Except during repair and renovation work, no materials, supplies, equipment, vehicles (except in designated areas), finished products or semi-finished products, furniture,

furnishings, raw materials, or other articles of any nature shall be stored or permitted to remain on the exterior of the Premises without appropriate screening to be approved by the County.

5. Except during construction, or as approved by the County, permanent storage facilities for fuel oil, or other bulk fuels, must be provided below grade. If below grade storage is technically infeasible, Lessee may use above grade storage, provided such storage is first approved by the County, and suitable screening is furnished by Lessee.

6. Lessee shall, at Lessee's expense, keep the Premises, including buildings, landscaping, improvements, and appurtenances in a safe, clean, neat, wholesome condition, and shall comply in all respects with all government health and policy requirements. Lessee shall remove at its own expense any rubbish, garbage or trash of any character which may accumulate from or on the Premises.

7. Vacant or uncompleted portions of the building, or parts thereof, shall be adequately secured against vandalism and intrusion by trespassers.

ARTICLE XII

MAINTENANCE OF PROPERTY

1. Lessee shall maintain and repair the Premises according to plans, and amendments thereto, as submitted by Lessee and approved by the County including, but not limited to all buildings, landscaping, fences, drives, parking lots, and all other structures and property components located thereon in good and sufficient condition at Lessee's expense.

2. In the event of the violation of any of the restrictions set forth herein, the County shall promptly so notify Lessee in writing, giving specifics as to the nature of the alleged violation and any recommended remedial action. In the event Lessee has not taken steps to

remedy the violation in a manner reasonably acceptable to the County within ten (10) business days of Lessee's receipt of such notice, the County shall have the right to go upon the property to put the same in good order, condition and repair and the cost of any such work shall be charged against the Lessee and shall be enforceable in the manner provided by law, consistent with the provisions of this Lease.

ARTICLE XIII

SIGNS OR MONUMENTS

1. For the purpose of this paragraph a sign or monument is the display of any words, numerals, figures, devices, designs or trademarks by which anything is made known and visible to the general public.

2. All plans and specifications for signs or monuments to be erected on the exterior of the building or grounds and visible to the general public shall be subject to the prior written approval of the County. The submitted information shall include details of design, materials, location, color and lighting, if any.

ARTICLE XIV

PARKING AREAS AND LOADING ZONES

1. Lessee shall provide adequate paved off-street parking facilities for visitors, tenants, customers, and employees as required by appropriate zoning regulations unless otherwise legally waived by the proper authority. No parking shall be permitted on any access road, nearby street or driveway, either public or private, or any place other than a paved parking space provided for within the area of the Premises and so designated. Lessee shall be responsible

for compliance with parking regulations by its employees, tenants and visitors. Lessee shall not be responsible for compliance with parking regulations during community use of the property, in accordance with Article 36 herein.

2. Loading and unloading areas shall be designed with adequate maneuvering space so as to permit pickups and deliveries. The space for maneuvering of vehicles shall avoid interference with other traffic flow. Suitable screening shall be provided so these operations are not readily visible from public thoroughfares.

3. Loading and receiving areas shall not be located on that side of the building which also contains its main entrance.

ARTICLE XV

TEMPORARY STRUCTURES

No structure, covering, garage, barn, or other outbuilding of a temporary nature shall be situated, erected or maintained on the Premises except with prior written approval of the County. This Article shall not apply to construction buildings and/or storage facilities used during the course of renovation or repair work on any permanent building which is now on or is to be located on the Premises.

ARTICLE XVI

TERM AND ENFORCEMENT

1. The provisions of this Lease shall run for the term of the Lease, including the Renovation Period, and any extensions or renewals hereof, and be binding upon and inure to the

benefit of the Lessee. These provisions shall be enforced, as provided hereinafter, by the County or by Lessee for its benefit or protection.

2. A violation of any provisions herein contained shall give to the County or Lessee the right to bring proceedings in court against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions and reservations, to enjoin them from so doing, to cause any such violation to be remedied, or to recover damages resulting from such violation. In addition, violation of any such covenants, conditions, restrictions, and reservations shall give to the County the right to enter upon the Premises to remove at the expense of the Lessee, any structure, thing or condition that may be or exist thereon contrary to the provisions hereof. Every act, omission to act, or condition which violates the provisions of this Lease shall constitute a nuisance and every remedy available in law for the abatement of public or private nuisances shall be available for the abatement thereof. In any legal proceeding to enforce the provisions hereof or to enjoin their violation, the party or parties against whom judgment is entered shall pay the reasonable attorneys' fees of the party or parties for whom judgment is entered in such amount as may be fixed by the court in such proceedings. Such remedies shall be cumulative and not exclusive.

3. The violation by Lessee of any of the provisions set forth herein shall, at the County's option, be deemed to create a default under this Lease and to give rise to any right of termination or eviction provided that said violation has not been cured within thirty (30) days after written notice has been given to Lessee, provided that Lessee has not taken steps to remedy said violation in a manner reasonably acceptable to the County within said thirty (30) days after the written notice, and provided that any mortgagee of Lessee shall have been given notice of such default and opportunity to cure. Further, notice of all claimed violations and of all other

enforcement actions shall be given promptly to Lessee's construction and/or permanent lender and/or bond trustee and each of them is hereby granted an absolute right to participate as a party in such proceedings and to cure any claimed default within the applicable cure period, provided that Lessee has previously notified the County as to their identity.

4. Notwithstanding any other provision herein, the parties hereto agree that this Lease and the interest in real property conveyed hereunder are not to be subordinated to the terms of any financing or to any financing entity or to any other instrument, individual or entity.

ARTICLE XVII

EXPIRATION

1. In the event Lessee has not exercised its right to purchase the Premises as herein set forth, at the expiration or earlier termination of this Lease and extensions thereof, all buildings, alterations, additions or improvements upon the Premises made by Lessee, shall become the property of the County and remain upon and be surrendered with said Premises as a part thereof at the end of the Lease term.

2. At the expiration of this Lease, all trade fixtures, furnishings and equipment, whether or not they are or may be deemed to constitute part of the Improvements, may be removed by the Lessee, at its sole option. The Lessee, at its expense, shall immediately repair any damage to the Premises by reason of removal of any such trade fixture, furnishings and equipment. If the County elects to enter thereon and take possession at the termination of the Lease, all repairs not previously made may at the option of the County be corrected at the expense of the Lessee.

ARTICLE XVIII

TENANT HOLDING OVER

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, or any extension thereof, 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 thirty (30) days' written notice, to expire on the day of the month from which the tenancy commenced to run, but in no event will any month-to-month tenancy be terminated by the Lessor prior to the conclusion of the then-current school year of the Lessee. 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 term, which month-to-month rental rates shall in no event be less than the rental rates in effect at the time of expiration; however, continued occupancy of the demised premises by the Lessee after the expiration of said term shall not operate to renew said Lease for said term or any part thereof or render Lessee liable for double rent.

ARTICLE XIX

MORTGAGE OF LESSEE'S LEASEHOLD INTEREST IN THE DEMISED PREMISES

Lessee shall not mortgage this Lease and shall not assign or hypothecate Lessee's interest in this Lease and/or in the Improvements without the written approval of the County.

ARTICLE XX

ASSIGNMENT AND SUBLEASING

Lessee shall not assign or sublease the Premises or any part thereof without the County's advance express written approval thereto, which approval shall not be unreasonably withheld, delayed, conditioned or denied. Lessee shall obtain the County's approval by submission to the County of copies of the proposed sublease, a description of the activities of the proposed sublessee, and any other information pertinent to the proposed sublessee's use and occupancy. The County shall respond in writing not later than 45 days after receipt of the Lessee's submission. Subleasing by Lessee will be permitted only under the following conditions:

(1) Lessee shall not sublease more than fifty percent (50%) of the net useable square foot area of the Building. All sublessees must conform to existing zoning laws and their proposed use must conform to the Montgomery County Council's reuse resolution for the Building.

(2) Subleasing of any portion of the Building shall have as its primary goal the recovery of reasonable operating and leasing expenses incurred by Lessee in its own operation, maintenance and administration of the Premises. Any rent charged to sublessee shall be limited to the sublessee's pro-rated share of actual operating, maintenance, rent, administrative expenses and capital expenses incurred by Lessee.

(3) The County will not approve any assignment, sublease or transfer of Lessee's interest in the Premises or any portion thereof if such an assignment, sublease or transfer results in any profit or financial gain to Lessee in excess of the permitted costs and expenses. The County may require written evidence and documentation of Lessee's compliance hereunder. If Lessee is found to be receiving rent from sublessee in excess of the permitted costs and expenses, such excess rent shall be immediately due and payable by the Lessee to the County upon written demand, as additional rent hereunder.

(4) In the event of an approved sublease, the Lessee shall remain responsible to the County for payment of all rents and other amounts due hereunder, and compliance with all of the terms and provisions of this Lease.

ARTICLE XXI

SUCCESSORS AND ASSIGNS

The parties hereto agree that all of the terms, covenants and conditions, agreement, rights, privileges, obligations and duties contained in this Lease shall be construed to be covenants running with the land, and all rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the respective heirs, personal representatives, successors and assigns of said parties; and if there shall be more than one Lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by the County in writing.

ARTICLE XXII

QUIET ENJOYMENT, TITLE TO LAND AND IMPROVEMENTS

Upon payment by the Lessee of the rents herein provided and upon the observance and performance of all covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by the County or any other person or persons lawfully or equitably claiming by, through or under the County, subject, nevertheless, to the terms and conditions of this Lease.

2. The County represents that it owns the Premises in fee simple, and that there is no encumbrance upon the Premises that is superior to this Lease. The County covenants that it shall not at any time hereafter (except for a sale of the fee simple interest to the Lessee as referred to herein) convey, sell, encumber or otherwise dispose of any interest of the County in the Premises unless such conveyance, sale, encumbrance or other disposition is made subject to this Lease, and any leasehold mortgage made by Lessee as herein provided. The County further represents that it has the right to make this Lease and covenants that it will execute or procure any further necessary assurances of title that may be reasonably required for the protection of the Lessee. Lessee shall have a right to receive from the County an estoppel certificate on forty-five (45) days written notice. The County and Lessee each represent to the other that it has the full right, power, and authority to enter into this Lease for the term herein granted and that the leased property may be used by the Lessee during the entire term and extensions thereof for the purposes herein set forth provided Lessee conforms to the provisions of this Lease and all applicable laws and regulations.

3. The covenants, agreements, terms, provisions and limitations set forth in this Lease shall apply to any buildings and improvements now or hereafter existing upon the Premises and to all additions, improvements, alterations, restorations, repairs and replacements thereof as if the same were upon the Premises at the time of execution of this Lease.

ARTICLE XXIII

SURRENDER, WAIVER AND AMENDMENT

No agreement to amend or to accept a surrender of this Lease or a waiver of either party's obligations hereunder shall be valid unless in writing signed by the County and Lessee. The

delivery of keys to any employee of the County or its agent shall not operate as a termination of the Lease or a surrender of Premises. The failure of any party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Lease, shall not prevent a subsequent act, which would have originally constituted a violation from having all the force and effect of an original violation. The receipt and acceptance by the County of rent with knowledge of the breach of any condition or covenant of this Lease shall not be deemed a waiver of such breach. The right to enforce any such condition or covenant is in the sole jurisdiction of the County. The failure by either party to enforce any of the conditions or covenants set forth herein or hereinafter adopted, against the other, shall not be deemed a waiver of any such conditions or covenants.

ARTICLE XXIV

NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

Lessee agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 1994, as amended, as well as all other applicable state and federal laws 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 handicap.

ARTICLE XXV

DISPUTES

Except as otherwise provided in this Lease, recognizing specifically that the Lessee shall have management control and responsibility for establishing and maintaining Lessee policy, any dispute concerning a question of fact arising out of interpretation of this Lease which is not disposed of by agreement shall be decided by the County's Chief Administrative Officer or his designee. The Lessee shall be afforded an opportunity to be heard and offer evidence in support of its claim. The decision of said Chief Administrative Officer or his designee shall be governed by the Laws of the State of Maryland. The Lessee shall be notified in writing of the Chief Administrative Officer's decision. Notwithstanding the foregoing, the parties may, by mutual agreement, agree to have their dispute decided under the rules of the American Arbitration Association; however nothing hereunder shall be interpreted to preclude the parties from seeking any and all remedies available to them at law.

ARTICLE XXVI

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.

ARTICLE XXVII

PUBLIC EMPLOYMENT

Lessee understands that unless authorized under Section 11B-52 and Chapter 19A of the Montgomery County Code 1994, 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.

ARTICLE XXVIII

GOVERNING LAW

1. This Lease shall be construed and governed by the laws of the State of Maryland wherein the Premises are located. Should any provisions of this Lease and/or of its conditions be deemed illegal or not enforceable under the laws of the said jurisdiction, it or they shall be considered severable, and the balance of this Lease and its conditions shall remain in force and be binding upon the parties as though the said provisions had never been included.

2. The purpose of this Lease is not primarily residential and shall not be redeemable as provided in Section 8-110 of the Real Property Article, Annotated Code of Maryland.

3. If the Premises or such portion thereof as will make them unsuitable for the purposes herein leased are condemned for any public use or purpose by a public authority other than the County, the Lease shall cease, and rent shall be apportioned as of the date of surrender of possession. In the event of a partial taking, a pro rata reduction in the rent shall be provided in the proportion which the property so taken or condemned bears to the entire property. Further, in the event of any taking or condemnation both the County and the Lessee shall be entitled to

claim, prove and receive in the condemnation proceeding such awards as may be allowed for their respective interests in the Premises.

4. It is understood, agreed and covenanted by and between the parties hereto that County and Lessee, as their interest may appear and at their respective expense, shall promptly comply with, observe and perform all of the requirements of all 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 or Montgomery County Fire Marshal's Office.

5. The responsibilities and obligations of the County as set forth in this Lease shall not constitute a waiver by the County of any provision of the Local Government Tort Claims Act, Courts and Judicial Proceedings Article Section 5-401, et seq., Annotated Code of Maryland.

6. The County's liability to Lessee, its employees, agents, visitors, tenants, licensees or concessionaires for recovery of any loss, expense or judgment under this Lease shall be limited as set forth herein and as set forth in the Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Section 5-401, et seq., Annotated Code of Maryland.

ARTICLE XXIX

RECORDING

Lessee and County shall have the right to record this Lease, or to execute a Memorandum of Lease and have it properly acknowledged for the purpose of recording. Such Memorandum of Lease shall have included therein such of the provisions hereof as may be requested by either of the parties. The cost of recording such a Memorandum of Lease (including all stamps,

conveyance, recordation and other taxes incident thereto) shall be borne by the party so requesting.

ARTICLE XXX

ENTIRE AGREEMENT

This Lease and the Exhibit(s) attached hereto and forming a part hereof, sets forth all the covenants, promises, agreements, conditions and understandings between the County and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon the County or Lessee unless reduced to writing and signed by the parties.

ARTICLE XXXI

EXHIBITS

This Lease includes and incorporates all attached Exhibits, and Addenda, consisting of the following:

1. Exhibit A, a site plan of the leased Premises.

ARTICLE XXXII

NOTICES

All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified mail, postage prepaid, addressed to County or

Lessee, respectively, at the following addresses or to such other addresses as the parties may designate in writing from time to time.

COUNTY:

Montgomery County, Maryland
Dept. of Facilities & Services
Office of Real Estate Management
110 North Washington Street
Rockville, Maryland 20850

LESSEE:

Attention: Principal
The Hebrew Academy of Greater Washington, Inc.
2010 Linden Lane
Silver Spring, Maryland 20910

With A Copy To:
County Attorney
Montgomery County
101 Monroe Street, Third Floor
Rockville, Maryland 20850

Following date of occupancy:
The Hebrew Academy of Greater Washington, Inc.
13300 Arctic Avenue
Rockville, Maryland 20850

ARTICLE XXXIII

NON-MERGER

The fee title of the County and the leasehold estate of the Lessee shall, at all times during the period of this Lease, be separate and apart and shall in no event be merged, notwithstanding the fact that this Lease or the leasehold estate created hereby, or any interest in either thereof, may be held directly or indirectly by or for the account of any person who shall own the fee estate in the Premises or any portion thereof; and no such merger of estates shall occur by operation of law or otherwise. Unless otherwise provided, all terms and provisions contained in this Lease shall survive the execution of the Deed but shall not be merged by operation of law upon the execution of any Deed conveying the fee simple title to any entity owning the leasehold estate.

ARTICLE XXXIV

CAPTIONS, PRONOUNS

The captions, article numbers, paragraph numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles or paragraphs of this Lease nor in any way affect this Lease.

The use of the neuter singular pronoun to refer to the County or Lessee shall be deemed a proper reference even though County or Lessee may be an individual, a partnership, a joint venture, a corporation, or a group of two or more individuals, partnerships, joint ventures or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessor or Lessee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

ARTICLE XXXV

USE OF THE PROPERTY

Lessee intends to use the Premises as a school, and for uses incidental to the Lessee's educational curriculum, including school-sponsored events, commemorations and ceremonies for students of the school. Lessee agrees that it will be solely responsible for any and all governmental use or occupancy permits or any other permits or approvals necessary to establish its intended use of the Premises. Lessee shall complete and file all required applications, and shall diligently pursue any and all requisite approvals for the intended use of the Premises

ARTICLE XXXVI

COMMUNITY USE

(1) Lessee shall make certain facilities within the Premises available for continuing use by the community on an "as available" basis. These facilities include the Gymnasium and Auditorium within the building, as well as the outdoor athletic fields that are part of the Premises. These facilities will be made available for use by the public in accordance with the guidelines and regulations for community use of schools, published by the Montgomery County Community Use of Schools Program, as established by the Montgomery County Code 1994, as amended, Chapter 44, Article I, School Facilities Utilization Act. School facilities will be made available only on a scheduled basis, and at times when such community use will not interfere with the Lessee's regular educational program. Users of the facility under the provisions of the Community Use of Schools program will be responsible for compliance with parking regulations during community use of the property.

(2) In the event the Lessee exercises its option to purchase the Premises, as set forth in this lease, the parties will prepare and record a declaration of covenants at closing, or, in the alternate, a condition in the deed, which will run with the land and will survive closing, requiring Lessee to continue to make these facilities available for community use as hereinabove described.

(3) Lessee shall have the exclusive use of the outdoor recreational areas and athletic fields until 5:00 P.M. Monday through Friday. After 5:00 P.M. during the week and all day Saturday and Sunday these outdoor areas will remain available, on a continuing basis, for use by the community. In the event Lessee requires the use of these areas during the times normally reserved for community use, Lessee will schedule such use with the Maryland-National Capital

Park and Planning Commission, the Community Use of Schools Program, or the Montgomery County Department of Recreation, as appropriate.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto do hereby execute this Lease as of the day and year first above written.

WITNESS OR ATTEST:

MONTGOMERY COUNTY, MARYLAND

JoAnne Poore By: Douglas M. Duncan (SEAL)
Douglas M. Duncan
County Executive

Date: March 29, 1996

HEBREW ACADEMY OF GREATER
WASHINGTON, INC.

Susan Garrett By: Jonathan Blank (SEAL)
Jonathan Blank
President

Date: 3/14/96

RECOMMENDED:
OFFICE OF REAL ESTATE MANAGEMENT

By: Rey J. Inquera
Rey J. Inquera, Acting Chief

Date: 3/4/96

APPROVED AS TO FORM AND LEGALITY.
OFFICE OF THE COUNTY ATTORNEY

By: Karen S. Federman Henry

Date: March 4, 1996

STATE OF MARYLAND, County of Montgomery, to wit:

ON THIS 29th day of March, 1996, before me, the undersigned officer, personally appeared Douglas M. Duncan, County Executive for Montgomery County, Maryland, known to me to be the person whose name is subscribed to the foregoing, who did fully acknowledge that he executed the same as his voluntary act and deed for the purposes therein contained.

WITNESS my hand and official seal the same day and year first above written.

JoAnne Poore
Notary Public

My Commission Expires: June 1, 1998

STATE OF MARYLAND, County of Montgomery, to wit:

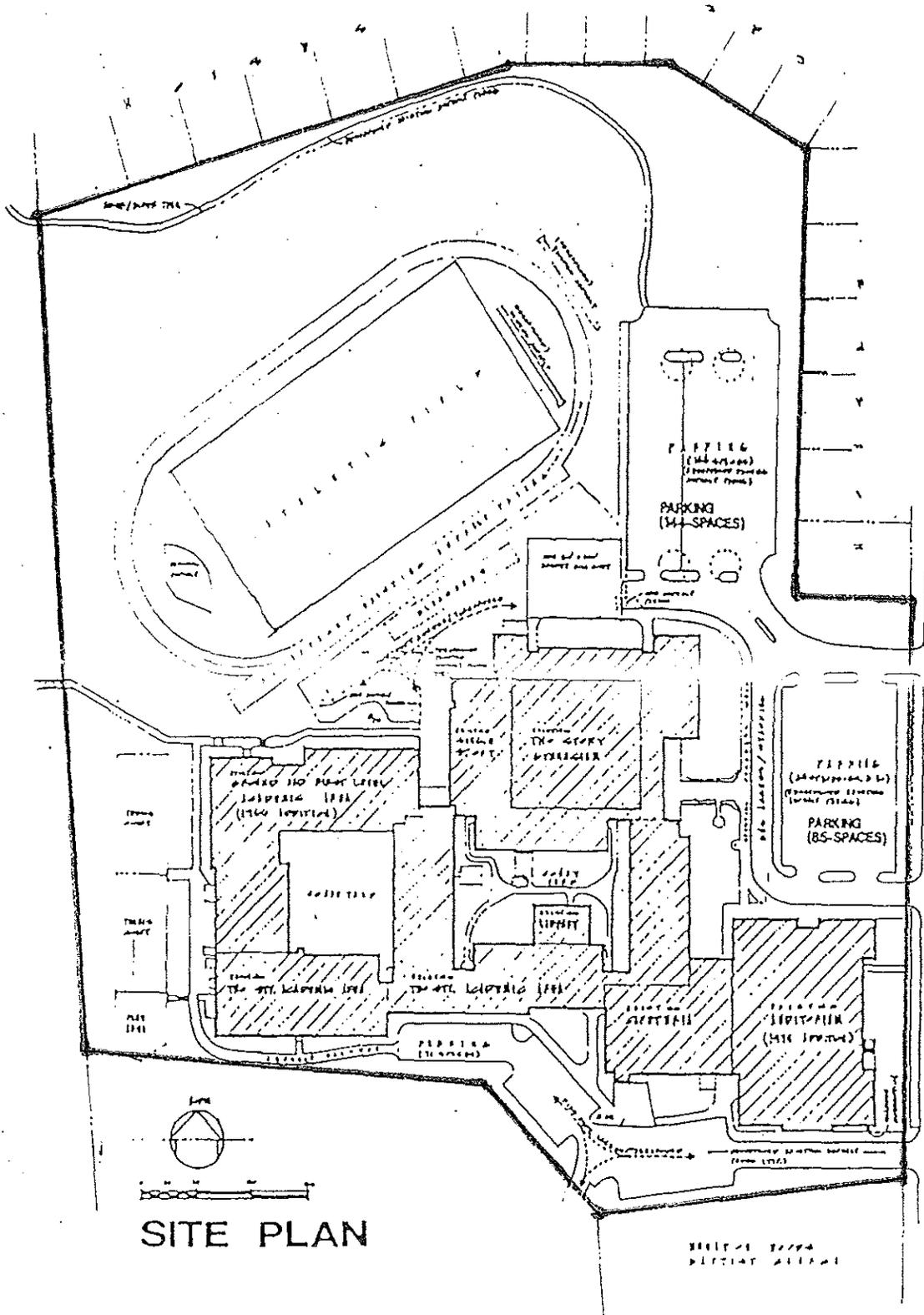
ON THIS 14th day of March, 1996, before me, the undersigned officer, personally appeared Jonathan Blank, President of the Hebrew Academy of Greater Washington, Inc. known to me to be the person whose name is subscribed to the foregoing, who did fully acknowledge that he executed the same as his voluntary act and deed for the purposes therein contained.

WITNESS my hand and official seal the same day and year first above written.

Arnold B. Shemen
Notary Public Arnold B. Shemen

My Commission Expires: Nov. 1, 1998

PEARY6.WPD



SITE PLAN

A R C T I C A V E N U E

EXHIBIT A