

LEASE AGREEMENT
BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND
THE WASHINGTON WALDORF SCHOOL, INC.
DATED JULY 1, 2012
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LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), dated this 16TH day of MAY, 2012, by and between MONTGOMERY COUNTY, MARYLAND, a political subdivision of the State of Maryland (hereinafter, together with its successors and assigns called "the County"), and WASHINGTON WALDORF SCHOOL, INC., a District of Columbia corporation qualified to do business in the State of Maryland (hereinafter, together with its successors and assigns called "the Tenant") (the County and the Tenant together the "Parties").

BACKGROUND:

1. The County is the owner of a former public school site known as the Brookmont Elementary School in Bethesda, Montgomery County, Maryland (the "Property"), which was declared surplus by the Board of Education of Montgomery County and the State Board of Public Works and conveyed by the Board of Education to the County by deed recorded the 24th day of March, 1993 among the Land Records for Montgomery County, Maryland in Liber 11476 at Folio 391 (the "Deed"). A copy of the Deed is incorporated by reference and made a part of this Lease as Exhibit A. The Property is more particularly described in the Legal Property Description which is incorporated by reference and made a part of this Lease as Exhibit B-1; and
2. The Tenant is the operator of the Washington Waldorf School, which offers a curriculum for parent/toddler, pre-school, child care, "Children's Garden" programs, elementary, middle, and high school, before and after school programs and summer programs; and
3. Tenant acknowledges that Tenant and its predecessors have been in exclusive, continuous use and possession of the Leased Premises under a prior Lease dated July 18, 1983 as amended by an agreement dated September 30, 1993, copies of which are attached hereto as Exhibit E; and
4. The County has completed the reuse procedure and has obtained necessary approvals to lease the Property to the Tenant, as set forth in Executive Regulation 4-99AM, Code of Montgomery County Regulations (COMCOR) Section 11B.45.02 ("COMCOR 11B.45.02"), and the

Tenant was selected as an appropriate tenant for the Property by the County and in accordance with County law, rules and regulations; and

5. The County and Tenant wish to enter into a thirty (30) year lease agreement, consisting of an initial term of five years plus five five-year extension options, which incorporates all of the terms prescribed for such leases in COMCOR 11B.45.02.

NOW THEREFORE, in consideration of the terms of this Lease including construction of certain substantial Qualified Capital Improvements to be made to the Property by the Tenant as provided in Article 9 below, and the payment of rent by the Tenant to the County as provided in Article 4 below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PROPERTY; LEASED PREMISES; BUILDING:

A. The "Leased Premises" shall mean the area shown as cross-hatched on Exhibit B-2. The County leases to Tenant and Tenant leases from the County the Leased Premises located on the Property, including all improvements, including, without limitation, the Building (as defined below), walkways, play areas, parking lots, driveways, outdoor recreation fields, and land located on the Leased Premises, pursuant to the terms set forth in this Lease. The Leased Premises shall not include the two modular classrooms that are currently located on the Property and are the property of the Tenant. The "Building" shall mean the Brookmont Elementary School, 4800 Sangamore Road, Bethesda, Maryland, that is located on the Leased Premises. The Leased Premises are leased and accepted by Tenant in "as is" condition.

B. Tenant hereby acknowledges that entering into this Lease shall not provide the Tenant with an option to buy the Property or any portion thereof.

2. TERM: The term of this Lease (the "Term") is for thirty (30) years, consisting of an initial 5-year term followed by five consecutive 5-year options for Tenant to extend, unless further

extended by mutual written agreement between the Parties. The Tenant's right to exercise an option to extend this lease shall be subject to the following requirements:

- i.) Tenant shall provide County written notice of its intention to exercise an option no later than one hundred eighty (180) days before expiration of the then applicable lease term.
- ii.) Tenant shall have satisfied its obligation to substantially complete the Required Capital Improvements applicable to the option in question as set out in Paragraph 9.E ("Required Capital Improvements"), and, thereby, not have lost the right to exercise said option as set out in Paragraph 9G ("Loss of Right to Exercise Option(s)"; and
- iii.) Tenant shall not be in default of any material term of this Lease.

The Commencement Date of this Lease is July 1, 2012. The initial lease term shall expire at midnight on June 30, 2017, unless Tenant has properly exercised its option to extend pursuant to the terms above. Each twelve (12) month period, commencing with the Commencement Date, shall be referred to as a "Lease Year." Tenant and the County acknowledge that this Lease is contingent upon the approval of the Board of Public Works of the State of Maryland, and that the County shall therefore submit a copy of this Lease to the Board of Public Works for approval. If approval by the Board of Public Works is not granted, then this Lease and any subleases entered into by the Tenant hereunder shall be null and void as of the date of action by the Board of Public Works.

3. USE OF THE LEASED PREMISES: The Leased Premises shall be used (i) for parent/toddler classes, preschool, child care, "Children's' Garden" programs, kindergarten, elementary school, middle school, high school, before and after school programs, adult education, and summer programs (the "Permitted Use"), and (ii) for community and the County's use as set forth in Articles 6 and 7 of this Lease. Tenant agrees that its use of the Leased Premises, including any use of the Leased Premises by subtenants pursuant to Article 19 herein, shall conform fully with all applicable zoning ordinances, and shall be subject to all rules, regulations, statutes, permits or any other requirements for the use and occupancy of the Leased Premises as established by all appropriate authorities having jurisdiction, including COMCOR 11B.45.02, dealing with the Reuse, Leasing and Sale of Closed Schools by the County. As required by COMCOR 11B.45.02,

Paragraph 6.12, Tenant agrees that all uses of the Leased Premises shall comply with the State of Maryland, Department of Education, Office of Child Care, Child Development Program License, License Number 34117, the Montgomery County Department of Health and Human Services, Private Educational Institution License, License Number 144, and the Montgomery County Fire Code Enforcement Section, Child Care Center Licensing Permit, Permit Number 2009031721, copies of which are attached hereto and incorporated herein by reference as Exhibit H-2, as such Licenses may be revised and amended from time to time. Tenant agrees that, in addition to (i) the student occupancy numbers as set forth in such Licenses (which shall in no event exceed a combined total of 350 students), (ii) a nominal number of daily visitors, and (iii) parents who are visiting or dropping off and picking up their students, all uses of the Leased Premises shall generate a total occupancy of teachers, other staff and vendors not to exceed sixty (60) persons at any one time. Special events organized by Tenant or its subtenants, which bring large numbers of visitors to the facility shall be coordinated through the community coordinating procedure established in Article 41 below, with the goal of mitigating traffic and parking on the adjacent community. Tenant shall continue to have the right to occupy and maintain two modular classrooms on the Leased Premises (and such other accessory structures as Tenant may erect from time to time, provided Tenant complies with all regulatory requirements in doing so), which are permitted by the Maryland-National Capital Park and Planning Commission and other governmental agencies having jurisdiction, primarily for the purpose of providing smaller classes and to expand the curriculum, and not for the purpose of accommodating a larger student body or additional faculty beyond the occupancy numbers set forth in this Article 3.

4. RENT: RENTAL ADJUSTMENTS:

- A. Rent: For the first Lease Year, Tenant shall pay to the County an annualized rental amount of One Hundred Twenty Three Thousand Six Hundred Sixteen and 11/100 Dollars (\$123,616.11) payable in twelve (12) equal monthly installments of Ten Thousand Three Hundred One and 34/100 Dollars (\$10,301.34) (the "Rent"). For each Lease Year thereafter during the Term, the Rent shall be adjusted pursuant to Paragraph 4.D below.
- B. Due Date for Rent: The first monthly payment shall be due upon the Commencement Date. All Rent is to be made in advance on the first day of each month during the Term and shall be payable to: Montgomery County

Government, Leasing Management, P.O. Box 62077, Baltimore, Maryland 21264-2077.

- C. Failure to Pay Monthly Rent: Should Tenant fail to submit monthly Rent in accordance with this Lease, and if Tenant's failure continues for more than five (5) calendar days after receipt of written notice from the County, Tenant shall pay to the County on demand, in addition to and as a part of the monthly Rent in question, a late penalty equal to five percent (5%) of the monthly Rent. If Tenant's failure to pay continues for more than fifteen (15) calendar days after receipt of the aforesaid written notice from the County, Tenant shall pay to the County on demand, in addition to and as a part of the monthly Rent in question and the aforesaid late penalty, an additional late penalty equal to ten percent (10%) of the monthly Rent. Any late penalty imposed under this Paragraph shall be payable to the County as Additional Rent, and shall be paid at the time that the overdue installment of Rent is paid to the County by Tenant.
- D. Rent Adjustments: As required by COMCOR 11B.45.02, Paragraph 6.7, to the annual Rent payable by Tenant during the previous Lease Year shall be added that sum representing one hundred percent (100%) of the amount resulting after (1) multiplying said annual Rent payable during the previous Lease Year by a fraction, the numerator of which shall be the index now known as the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers, National Average, All Items (1984 = 100), or its successor, for the month two months prior to the last month of the previous Lease Year and denominator of which shall be said index for the month two months prior to the first month of the previous Lease Year and (2) subtracting from such product the annual Rent payable during the previous Lease Year. The Tenant's adjusted annual Rent shall not be less than 103%, or more than 105% of the Rent paid by Tenant the previous Lease Year.

- E. Rent Credit: The amount that Tenant shall be obligated to pay in respect of Rent established under this Paragraph 4 shall be reduced by the amount of any Rent credit to which Tenant is entitled under the terms of Article 9.C.

5. TERMINATION:

- A. Termination for Convenience: This Lease and all rights and obligations hereunder may be terminated by the County, for any reason, at any time, and at no cost to the County, whenever the Chief Administrative Officer shall determine that termination of this Lease is in the best interest of the County, provided, however the County shall be required to make a partial reimbursement of Tenant's Qualified Capital Improvements as provided in Paragraph 9.D. A termination pursuant to this Paragraph 5.A. shall be a "Termination for Convenience." Such termination shall be effective to Tenant on the later to occur of (i) one hundred eighty (180) days after delivery to Tenant of written notice, or (ii) the date specified in a written notice as the termination date; however, in no event shall Tenant be required to vacate the Leased Premises during the school year.
- B. Termination for Reuse: As required by COMCOR 11B.45.02, Paragraph 6.2, this Lease and all rights and obligations hereunder may be terminated by the County due to a request by the Board of Education for Montgomery County, Maryland (the "BOE") to retrieve and reuse the Lease Premises for public education purposes. A termination pursuant to this Article 5.B. shall be a "Termination for Reuse" and shall be made in accordance with the procedures below:
1. Upon written notice to the Tenant of not less than (i) Eighteen (18) months before the proposed termination date, or (ii) the remaining Term, if the remaining Term is less than eighteen (18) months.
 2. Superintendent of Schools for the BOE shall notify in writing both the Tenant and the Chief Administrative Officer of Montgomery

County (the "CAO"), on or before September 1 of the second Lease Year before the proposed termination date on any June 30th that the BOE shall need the school for public educational purposes. For example, in order to retrieve and reuse the Leased Premises after June 30, 2014, a Termination for Reuse notice shall be given to the Tenant on or before September 1, 2012.

3. If a notice of Termination for Reuse is given to Tenant, but the Montgomery County Council does not approve such a reuse and does not appropriate sufficient funds to retrieve and reuse the Leased Premises, the CAO may, after consulting with the BOE, withdraw the termination notice by written notice to the Tenant on or before June 30th of the Lease Year immediately prior to the proposed termination date. For example, in order for a withdrawal of a Termination for Reuse to be effective on June 30, 2014, notice of such withdrawal must be given no later than June 30, 2013.

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

6. USE OF ALL-PURPOSE ROOM BY THE COMMUNITY, DEPARTMENT OF RECREATION AND OTHER COUNTY AGENCIES:

A. Community Use of Public Facilities: As required by COMCOR 11B.45.02, Paragraph 6.14, and subject to a nominal charge for utilities to be jointly determined by Tenant and the County's Office of Community Use of Public Facilities or its successor agency (the "CUPF"), any All-Purpose Room within the Leased Premises shall remain available to the community for use during hours outside of the Tenant's activities and regular use during the Term, subject to the terms herein. For the purposes of this Lease, "Tenant's activities" are defined as those programs and activities directly related to the

Tenant's approved occupants and include but are not limited to classes and other educational activities, extracurricular programs such as student clubs and sports, and parent and school community activities related to the school, and the "hours of Tenant's regular use" are Monday through Friday from 7:00 A.M. to 6:00 P.M. Tenant shall forward all requests to use any All-Purpose Room outside of the hours of Tenant's regular use directly to CUPF. CUPF shall honor such requests in accordance with the priorities established in the Guidelines for the Community Use of Educational Facilities and Services set forth in Chapter 44 of the Montgomery County Code (2004), as amended. Tenant acknowledges and agrees that only CUPF may agree to any rental of any All-Purpose Room. Tenant agrees to provide CUPF with a schedule of its activities outside the hours of Tenant's regular use for any All-Purpose Room on a semi-annual basis. Special events referenced in Article 3 above during the Fall/Winter schedule (October-March) shall be submitted by September 15 of the Lease Year and such special events during the Spring/Summer schedule (April-September) shall be submitted by February 1. Times not scheduled for daytime activities outside of Tenant's hours of regular use by the Tenant shall be deemed to be available, for community use; however, such community use shall be limited to Monday through Saturday at night from 6:00 P.M. to 11:00 P.M. and all day Sunday from 9:00 A.M. to 11:00 P.M. The above notwithstanding, each party agrees to honor and allow any activities scheduled in any All-Purpose Room prior to the Commencement Date. Any use outside of the hours of Tenant's regular use by the Tenant deviating from its previously submitted schedule shall be subject to the approval of CUPF. Tenant agrees to make any All-Purpose Room available, upon request from CUPF, to the Montgomery County Supervisor of Elections for use as a polling facility during the day, if necessary, during primary, general and special elections, irrespective of Tenant's prior scheduled activities.

- B. Tenant Limitation: The Tenant shall not be responsible for (i) providing security and safety measures for the Leased Premises, including, without limitation any All-Purpose Room, during such community, CUPF and County

use, or (ii) mitigating the traffic and parking burdens placed on the adjacent community during such community, CUPF and County use.

7. USE OF EXTERIOR PLAY AREAS AND FIELDS ON LEASED PREMISES AND ADJACENT PUBLIC PARK:

- A. Tenant shall have the exclusive right to use and occupy the Leased Premises, including without limitation all improvements located thereon, including the Building, walkways, play areas, parking lots, driveways, outdoor recreation fields and land located on the Leased Premises, in accordance with the terms and conditions set forth in this Lease. Notwithstanding the foregoing, the County shall have the non-exclusive right to use and occupy the play areas and outdoor recreation fields located on the Leased Premises (the "Exterior Play Areas and Fields on the Leased Premises") for community and/or County use after 5:00 p.m., Monday through Friday and all day on Saturday and Sunday unless the Tenant needs the Exterior Play Areas and Fields on the Leased Premises for a scheduled activity subject to a schedule provided to CUPF under Article 6.
- B. As required by COMCOR 11B.45.02, Paragraph 6.15, the County shall have use of the outdoor recreation and athletic fields located in the public park adjacent to the Leased Premises ("Outside Public Areas") for community and/or County use after 5:00 p.m., Monday through Friday and all day on Saturday and Sunday unless the Tenant needs some or all of the Outside Public Areas for a CUPF approved regular scheduled program or an exception is approved by CUPF. Tenant agrees to and shall work together with the Parks Department of the Maryland-National Capital Park and Planning Commission, the County's Recreation Department, and CUPF to resolve the use and scheduling of the Outside Public Areas. As consideration for Tenant's use of the Outside Public Areas, the Tenant shall maintain the children's playground to the same standards as outdoor recreation areas maintained by the Parks or Recreation Department, as per the maintenance standards made a part of this Lease as Exhibit I.

8. PARKING: Tenant is entitled to full use of the parking facilities which are a part of the Leased Premises as of the Commencement Date. As required by COMCOR 11B.45.02, Paragraph 6.13, parking for Tenant and any other occupants of the Building, their staff, clients and guests shall be confined to the surfaced parking areas located on the Leased Premises. Tenant may not use or permit any other occupants of the Building, their staff, clients, and guests to use on-street parking in such a way that deprives the nearby property owners of their beneficial use of the public right of way or in any manner that violates the Traffic Management Plan described in Paragraph 42. Subject to all approvals required by all applicable laws, regulations, ordinances and codes, including, without limitation, mandatory referral as required by County regulations, and subject to all of the provisions of this Lease, Tenant may expand the parking facilities on the Leased Premises to support the Leased Premises, with the express written consent of the County. Tenant shall, at Tenant's risk and expense, be responsible for the ongoing maintenance, cleaning, and repair of all parking facilities, whether in existence at the time of commencement of this Lease or expanded in accordance with this Article 8. The Tenant shall grant access to all parking facilities to the County's representatives at all times, or to community users of the Leased Premises during times of community use as set forth in Articles 6 and 7 above. Tenant agrees to make repairs as necessary to maintain all of the parking areas in safe operating condition and as necessary for compliance with any laws, including, but not limited to the Americans with Disabilities Act [42 U.S.C. 12101, et seq.]

9. CAPITAL IMPROVEMENTS:

A. Capital Improvement Definitions:

1. Elective Capital Improvements are improvements or additions made by Tenant which:
 - a. Increase the value of the closed school to the County;
 - b. Are not required to protect or preserve the Building structure or systems; and
 - c. Are not mandated by County, State, or Federal law, code ordinance or regulation.
 - d. By way of examples, and not intended to be a complete list, Elective Capital Improvements include but are not limited to work such as installation of program specific

improvements (e.g., gymnasium, and associated locker rooms, raised platform floors, replacement of any component or system for the purpose of improving energy efficiency or of remediating negative environmental impact, where such replacement or remediation is not mandated by applicable law, etc.).

2. Non-Elective Capital Improvements are improvements or additions made by Tenant which:
 - a. Increase the value of the closed school to the County;
 - b. Are required to protect and preserve the Building structure or systems; or
 - c. Are mandated by County, State, or Federal code, law, ordinance and/or regulations.
 - d. By way of examples, and not intended to be a complete list, Non-Elective Capital Improvements include but are not limited to work such as roof replacement, boiler replacement, HVAC system replacement, replacement of failing exterior structural walls, electrical system replacement, conversion from oil fired boilers to gas heat, asbestos removal, underground storage tank removal, window replacement (excepting window pane replacements), ADA mandated improvements, and replacement of any component or system for the purpose of improving energy efficiency or of remediating negative environmental impact, where such replacement or remediation is mandated by applicable law.
3. Qualified Capital Improvements are both Elective and Non-Elective Capital Improvements that have been reviewed and approved in writing by the County and that are specifically identified in the County's written approval as Qualified Capital Improvements.

B. As Required by COMCOR 11B.45.02, Paragraph 6.4, Approval Process for Non-Elective and Elective Capital Improvements:

1. Tenant shall obtain the prior written consent of the County for all Capital Improvements. Tenant shall submit to the County complete plans, drawings, specifications, or quotes, at least 45 days prior to beginning work. Tenant's submittal to the County shall be of sufficient detail and content to permit the County to fully evaluate Tenant's proposed project. In the event the proposed Capital Improvements are Elective Capital Improvements, two copies of the submission shall be sent by Tenant to the County. The County shall coordinate review with Montgomery County Public Schools of any proposed Capital Improvements that may affect the future educational use of the Leased Premises. The County shall respond in writing to Tenant's submission within 45 days of the receipt of all required documentation. The County reserves the right to deny approval of any and all Capital Improvements proposed by Tenant, provided, however, such approval shall not be unreasonably delayed or withheld. In its approval, the County shall advise the Tenant in writing as to whether any Elective Capital Improvements are Qualified Capital Improvements.
2. In the event of an emergency need for a Capital Improvement, Tenant shall notify the County promptly, and the County shall respond within a reasonable and appropriate period of time, as dictated by the emergency situation.
3. The County has the right to inspect all work and materials before, during and after construction.
4. Within thirty (30) days after receipt by the County of Tenant's notice of completion of the Qualified Capital Improvements, representatives of the County and Tenant shall meet to inspect such

Qualified Capital Improvements in order to ensure that such Capital Improvements are in compliance with the plans and specifications previously approved by the County. After such inspection, the County and Tenant shall complete the "Capital Improvements Completion Report" attached hereto as Exhibit D-1. In the event of a material lack of conformance to such plans and specifications, Tenant shall correct such non-conforming items at Tenant's expense, and the County and Tenant shall meet again, within thirty (30) days after receipt by the County of Tenant's notice of completion of such repairs, to inspect such repairs and complete the Capital Improvements Completion Report. In the event Tenant shall fail to make such repairs, the County shall have the right to make such repairs and charge Tenant as Additional Rent the County's reasonable costs for such repairs. The cost of such corrective measures is not eligible for Rent credit and/or reimbursement.

5. The total cost of all Qualified Capital Improvements shall be borne solely by Tenant and shall be subject to partial reimbursement in the form of a Rent credit and/or reimbursement from the County as set forth below at Article 6.C. In the event Tenant is eligible for a Rent credit, such Rent credit shall commence with the first monthly installment of Rent due after the completion of the Capital Improvements Completion Report. Tenant shall be solely responsible for obtaining any and all permits, approvals and licenses from all appropriate County, State, and/or municipal authorities having jurisdiction over such work.
6. Tenant shall comply with all applicable zoning, land use, health and safety regulations. This includes, specifically and without limitation, Section 59-G-2.19 of the Montgomery County Code (2004) as amended, which requires site plan review for any expansion of an existing private school building that would exceed the lesser of (a)

7,500 square feet, or (b) a 15% increase over the size of the Building existing after February 1, 2000, and for the installation of any portable classrooms within the Leased Premises for a period longer than one year.

C. As required by COMCOR 11B.45.02, Paragraph 6.8, Rent Credits for Capital Improvements: The County may credit the Tenant's annual Rent, and hereby elects to do so, in an amount not to exceed fifty percent (50%) of the annual amortized cost of Qualified Capital Improvements. Said annual Rent credit shall be subject to the following conditions:

1. The total of all Rent credits shall not exceed fifty percent (50%) of the Tenant's annual Rent as set forth in this Lease.
2. Tenant shall not be entitled to Rent credits for any finance charges, fees, administrative costs, performance bonds, permit fees, insurance, operating, maintenance, or repair expenses, or any other costs except the actual costs directly related to the design and construction and/or installation of Capital Improvements, which costs shall be fully documented by Tenant.
3. Capital Improvements completed by Tenant without the prior written approval of the County shall not receive Rent credit.
4. The County has the right to audit all construction or other costs for which Tenant requests Rent credits.
5. As required by COMCOR 11B.45.02, Paragraph 6.4(c), in the event the work performed requires repairs pursuant to Article 9.B.4 above, the costs of such corrective measures are not eligible for Rent credit.
6. Rent credits for Elective Capital Improvements shall be made only to the degree that said improvements are determined, at the reasonable

determination of the County, to be of value to the County and/or the Montgomery County Public Schools.

7. Future Rent credits may be forfeited, at the County's option, if Tenant defaults and fails to cure as set forth in Article 17, on any material term or condition of this Lease.
8. Only improvements approved and completed after the effective date of COMCOR 11B.45.02, (June 5, 2001) shall be eligible for Rent credits, unless such improvements were already approved for credit by the County prior to the effective date of such Executive Regulation.
9. For purposes of determining annual Rent credit amounts, amortization of Capital Improvements shall be calculated using the straight-line method as follows:
 - i.) In the case of Capital Improvements described in Article 9.E.2 (insulated roof) and the Capital Improvements consisting of the HVAC system described in Article 9.E.3, depreciation shall be calculated over a total of 240 months commencing on the first day of the month following the month in which the installation of the Capital Improvement is completed by Tenant and approved in a final inspection by the County;
 - ii.) In the case of the Capital Improvements described in Articles 9.E.4 (windows or glazing, egress doors, and ADA compliant restrooms), 9.E.5 (gymnasium and associated facilities), and 9.E.6 (enhanced front entrance) and those Capital Improvements other than the HVAC system described in Article 9.E.3 (fire safety and efficiency upgrades), depreciation shall be calculated over a total of 360 months commencing on the first day of the month following the month in which the installation of the Capital Improvement is

completed by Tenant and approved in a final inspection by the County.

These provisions are further subject to the fifty percent (50%) limitations provided in Articles 9.C and 9.C.1. Nothing in this Article 9.C.9 shall imply that Tenant shall be entitled, upon the completion of either the initial term or any subsequent extension, to exercise more than one 5-year option at any one time.

10. No Rent credits shall be granted for any improvement to the extent that the improvement was paid for by a grant, loan, bond or other financial assistance from Montgomery County, Maryland, or from any other government or instrumentality, provided however, that any local, state or federal income tax credits that Tenant obtains shall not be considered a form of financial assistance for purposes of this paragraph.

D. As required by COMCOR 11B.45.02, Paragraph 6.9, Partial Reimbursement of Capital Improvements in the Event of Early Termination:

1. In the event the County terminates this Lease pursuant to Article 5 of this Lease, or in the event either party terminates this Lease pursuant to Article 16 of this Lease, the County shall reimburse Tenant one hundred (100%) percent of the remaining unamortized portion of the cost of each Qualified Non-Elective Capital Improvement and fifty (50%) percent of the remaining unamortized portion of the cost of each Qualified Elective Capital Improvement, less any Rent credits for Capital Improvements already granted to Tenant. In the event this Lease is terminated pursuant to Article 18 of this Lease, the County shall reimburse Tenant any applicable awards received by the County for the fair market value of the Qualified Capital Improvements, and such reimbursement shall not preclude Tenant from filing a separate

claim against the authority exercising eminent domain pursuant to Article 18 of this Lease.

2. Such reimbursements shall be made within ninety (90) days of such termination date, or, in the event of eminent domain, within thirty (30) days of the County's receipt of such awards, and, if applicable, shall be subject to appropriation of funds by the Montgomery County Council. In the event appropriations of funds is required, and the County is unable to secure the funding necessary to reimburse Tenant, the County shall not terminate the Lease until such time as funding is appropriated; in which event such termination shall be in accordance with Article 5.B.4 of this Lease.
3. In no event shall Tenant be entitled to receive reimbursement from both the County and any other public agency for the same, like item, or work of any nature or description, and in no event shall the County be entitled to receive unjust enrichment from any insurance coverage or governing authority in connection with the Qualified Capital Improvements performed by Tenant.
4. Capital Improvements performed by Tenant without the prior written approval of the County will not receive reimbursement.
5. As required by COMCOR 11B.45.02, Paragraph 6.4(c), in the event the work performed requires repairs pursuant to Article 9.B.4 above, the costs of such corrective measures are not eligible for reimbursement.
6. The County will not reimburse Tenant for any Qualified Capital Improvements in the event Tenant vacates the Leased Premises before the end of the Term, whether voluntarily or pursuant to legal action for breach of this Lease.

7. Tenant shall not be entitled to reimbursement in the Event of Default by Tenant pursuant to Article 17 below.
8. Tenant will not be entitled to reimbursement for any finance charges, fees, administrative costs, bonds, permit fees, insurance, operating, maintenance or repair expenses, or any other costs not directly attributable to the actual design, construction and/or installation of Qualified Capital Improvements.
9. Tenant will not be entitled to reimbursement for Elective Capital Improvements, unless the improvements are, at the reasonable discretion of the County, determined to be Qualified Capital Improvements pursuant to Article 9.A.3.
10. No reimbursement will be granted for any improvement to the extent that the improvement was paid for by a grant, loan, bond or other financial assistance from Montgomery County, Maryland or any other government or public agency, provided however, that any local, state or federal income tax credits that Tenant obtains shall not be considered a form of financial assistance for purposes of this paragraph.

E. Required Capital Improvements: As a condition of the grant of this Lease to Tenant, Tenant agrees as follows:

1. By no later than the second (2nd) year anniversary of the Commencement Date, Tenant shall have spent: (i) not less than \$30,000 on the design, permitting, construction and installation of essential food preparation equipment including commercial cooking range, exhaust hood, range and oven fire suppression system, commercial dishwasher, serving bar and supplemental hot water supply sufficient to allow preparation of hot school lunches on site in accordance with current health requirements; and (ii) not less than \$200,000 on fees for engineering surveys and consulting, site

concept design, permitting and legal advice, and associated administrative costs, with respect to planning for future capital improvements in the Building. Tenant acknowledges that the expenditures set forth above shall not be considered Qualified Capital Improvements, and Tenant shall not be entitled to receive any rent refund or reimbursement therefor.

2. By no later than the fourth (4th) anniversary of the Commencement Date, Tenant shall obtain all necessary permits for and substantially complete construction of a new insulated energy efficient roof to replace the existing roof on the existing Brookmont school portion of the Building (i.e. not including the two modular classrooms). The parties acknowledge that the selection of such deadline is required to allow sufficient time for the work to be performed while the school is in summer recess. To meet this commitment, Tenant shall spend approximately \$450,000, based on estimates current as of the Commencement Date, on the actual cost of design, construction and installation of the new roof, which is hereby designated and approved as a Qualified Non-Elective Capital Improvement by the County.

3. Tenant shall undertake Good Faith Efforts, as defined in Article 9.E.7 below, to raise sufficient funds in order to replace all or part of the existing HVAC system in the Building (exclusive of the two modular units) with new more energy efficient systems together with required fire safety and efficiency upgrades (including smoke detection, fire alarm, and sprinkler systems and lighting fixtures) and associated electrical and, if necessary, natural gas and water service upgrades, and to substantially complete such replacement by the 4th anniversary of the Commencement Date. Tenant estimates that the actual cost of design, construction and installation of such new HVAC, fire safety and efficiency facilities and associated upgrades will be approximately \$1,700,000, which HVAC, fire safety and efficiency facilities and associated upgrades are hereby designated and approved as Qualified Non-Elective Capital Improvements by the County.

4. Tenant shall undertake Good Faith Efforts, as defined in Article 9.E.7 below, to raise sufficient funds in order to modify existing windows by the addition of new energy conserving windows or storm glazing and, if required, emergency egress doors, and either to modify two restrooms in the existing building or to install a new unisex restroom in the existing building, to meet the standard required by the Americans with Disabilities Act, and to substantially complete such modifications by the 6th year anniversary of the Commencement Date. Tenant estimates that the actual cost of the design, construction and installation of such glazing and restroom modifications will be approximately \$550,000. Such modifications are hereby designated and approved as Qualified Non-Elective Capital Improvements by the County.

5. Tenant shall undertake Good Faith Efforts, as defined in Article 9.E.7 below, to raise sufficient funds for and to obtain all necessary permits so as to construct a gymnasium, together with associated locker rooms, showers, and offices, of a total area of approximately 9,500 Square Feet, and to substantially complete such construction by the 8th year anniversary of the Commencement Date. Tenant estimates that the actual cost of the design, construction and installation of such gymnasium facilities will be approximately \$2,800,000. Such facilities are hereby designated and approved as Qualified Elective Capital Improvements by the County, and are generally depicted on Exhibit D-2.

6. Tenant shall undertake Good Faith Efforts, as defined in Article 9.E.7 below, to raise sufficient funds for and to obtain all necessary permits so as to construct an enlarged front entrance to the Building in order to provide a vestibule space for visitor control and improved energy efficiency, of a total area of approximately five hundred (500) Square Feet, and to substantially complete such construction by the 7th year anniversary of the Commencement Date. Tenant estimates that the actual cost of the design, construction and installation of such enlarged front entrance will be approximately \$200,000. Such facilities are hereby designated and approved as Qualified Elective

Capital Improvements by the County, and are generally depicted on Exhibit D-2.

7. For purposes of this Article 9, “Good Faith Efforts” shall consist of the following:

(a) Tenant implements a capital campaign in its school community, which campaign shall, at a minimum, consist of solicitations to parents, prior and prospective donors and other sources of philanthropic and institutional support; and

(b) Within 90 days after the Commencement Date, Tenant shall by electronic mail provide a report to the County’s Director of the Office of Real Estate, Department of General Services, as to the progress of the capital campaign to include the following information:

- (i) The total dollar amount (the “goal”) sought to be raised by the campaign, as initially adopted or subsequently amended by Tenant’s board of directors, that, together with funds already held by Tenant, is intended to cover the cost of the Required Capital Improvements described in Article 9.E;
- (ii) The dates of four campaign milestones by which dates Tenant is seeking to obtain (or has already obtained, as the case may be) funds or pledges of funds representing 25%, 50%, 75%, and 100% of the goal;
- (iii) The cumulative total amount of funds that prospective donors have pledged toward the goal over the five-year period beginning with the Commencement Date;
- (iv) The cumulative total amount of funds actually received toward the goal, specifying the portion that represents the fulfillment or partial fulfillment of pledges already made; and
- (v) Any other event, including a decision of Tenant’s board of directors, that materially changes the objective of the campaign or is likely to have a material adverse impact on its likelihood of success.

Tenant shall continue to make such reports each quarter thereafter until either the goal is achieved or the campaign is otherwise terminated by Tenant's board of directors.

(c) Provided that the results of the capital campaign indicate in the Tenant's sole but reasonable judgment that sufficient funds are or will be available to undertake the associated improvements, Tenant shall engage such qualified architects, consultants, builders, and/or installers as is customary to assist in permitting, and make reasonable efforts to obtain all permits necessary to undertake the improvements.

F. Determining Detailed Scope of Work and Actual Cost of Qualified Capital Improvements. The parties acknowledge that the stated cost of Qualified Capital Improvements set out in Articles 9.E.2 through 9.E.6 above are estimates based on prices current as of the Commencement Date and that actual costs will depend on conditions at the time construction bids are solicited in accordance with good industry practice. In order to determine the detailed scope of work and actual cost for purposes of the Rent credit, the parties shall follow the process set out in Article 9.B above.

G. Loss of Right to Exercise Options. In the event Tenant fails to substantially complete the Required Capital Improvements described in Articles 9.E.1, 9.E.2 and 9.E.3 above by the end of the initial term or the Required Capital Improvements described in Articles 9.E.4, 9.E.5 and 9.E.6 by the end of the first 5-year extension, as the case may be, Tenant shall lose its right to exercise certain of its options to extend the lease as follows:

1. If Tenant fails to complete the improvements described in Articles 9.E.1 and 9.E.2 by the fifth (5th) anniversary of the Commencement Date, Tenant shall not have the right under Article 2 to exercise any of the 5-year options to extend the term of this Lease;

2. If Tenant fails to complete the improvements described in Article 9.E.3 by the fifth (5th) anniversary of the Commencement Date, Tenant shall not have the right under Article 2 to exercise any of the 5-year options to extend the term of this Lease; provided, however, that if the Tenant completes the improvements described in Article 9.E.5 by the fifth (5th) anniversary of the Commencement Date and the improvements described in Articles 9.E.3 by the tenth (10th) anniversary of the Commencement Date, Tenant shall not by virtue of this subparagraph lose any right under Article 2 to exercise any 5-year options to extend the term of this Lease;

3. If Tenant fails to complete the improvements described in Article 9.E.4 by the tenth (10th) anniversary of the Commencement Date, Tenant shall not have the right under Article 2 to exercise the second, third, fourth, and fifth 5-year options to extend the term of this Lease;

4. If Tenant fails to complete the improvements described in Articles 9.E.5 and 9.E.6 by the tenth (10th) anniversary of the Commencement Date, Tenant shall not have the right under Article 2 to exercise the third, fourth and fifth 5-year options to extend the term of this Lease,

10. OPERATING EXPENSES:

- A. Maintenance, Repair and Upkeep of the Leased Premises: As required by COMCOR 11B.45.02, Paragraphs 6.3(a) and 6.3(c), the Tenant shall, at the Tenant's sole cost and expense, assume full responsibility for the maintenance, repair, and upkeep of the entire Leased Premises and all improvements thereon, including but not limited to the repair and/or replacement of all Building elements and equipment, fixtures, roof, windows, floors, ceiling tiles, walls, electrical systems, heating and air conditioning systems, plumbing systems, interior and exterior painting, outdoor areas, outdoor fields and playgrounds, shrubbery and landscaping located on the Leased Premises; however, if such maintenance and repair is due to the County's use of the Leased Premises pursuant to Article 6 above, the County

shall reimburse the Tenant for all costs and expenses incurred by the Tenant in connection with such maintenance and repair within thirty (30) days of the Tenant's delivery to the County of written receipt itemizing such costs and expenses. The County shall have the right to determine in its reasonable discretion, and shall notify Tenant in writing, that such maintenance, repair, upkeep, and replacement is required to protect the Leased Premises from damage and deterioration. Tenant agrees to make repairs and replacements as necessary for the safe use of the Leased Premises, protection of the Leased Premises from damage or deterioration, including changes necessary to comply with state, federal or local laws, including, but not limited to changes, if required, to comply with the Americans With Disabilities Act [42 U.S.C. 12101], et seq.

- B. Operating Expenses for Leased Premises: As required by COMCOR 11B.45.02, Paragraph 6.3(b), the Tenant shall be fully responsible at the Tenant's sole cost and expense, for all operating expenses for the Leased Premises, including, but not limited to, utility bills and expenses, janitorial services, trash removal, pest control, snow removal, grounds maintenance, on-site parking facilities, preventive maintenance, day-to-day minor and major maintenance, tree removal, fence repair and/or replacement, and repair or replacement of playground equipment.

11. FIXTURES AND EQUIPMENT: All items which are attached to the Building, or are a part of the Building's systems at the time the Leased Premises are delivered to Tenant, shall remain with the Leased Premises and shall be delivered to Tenant along with the Leased Premises. All moveable partitions, trade fixtures, floor coverings or equipment installed within the Leased Premises at Tenant's expense, and the modular classrooms, shall remain the property of Tenant and may be removed by Tenant at or prior to the expiration or other termination of this Lease. Upon removal of the Tenant's property from the Leased Premises, the Tenant, at its sole expense, shall repair any damage to the Leased Premises caused by such removal so that the Leased Premises are in substantially the same condition as at the commencement of the Lease Term, reasonable wear and tear excepted.

12. CONDITION OF PREMISES: As required by COMCOR 11B.45.02, Paragraph 6.3(a), Tenant accepts the Leased Premises in “as is” condition, and Tenant agrees to maintain the Leased Premises, including all improvements therein, in good condition and state of repair throughout the Term and any extension thereof.

13. LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE:

- A. Tenant Insurance: Tenant agrees to obtain and maintain, during the full term of this Lease, and until all of Tenant’s obligations which survive termination of this Lease have been completed, a policy or policies of insurance issued by an insurance company or companies licensed to do business in the State of Maryland and acceptable to the County containing the types of insurance coverages and limitations set forth in Exhibit F, Insurance Requirements, which is incorporated by reference and made a part of this Lease.
- B. County Insurance: The County shall obtain and maintain, during the Term, an All Risk Property policy covering 100% of the Building on the Leased Premises. The County shall provide insurance covering general liability for the Property. Notwithstanding the above, the County shall have the right to self-insure. The County is a member of the Montgomery County Self-Insurance Program. The County shall obtain and maintain, during the full term of this Lease, and any extension thereof, a policy of public liability insurance with bodily injury limits of \$200,000 for injury (or death) to one person, \$500,000 per occurrence, and property damage insurance with a limit of \$200,000. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the Local Government Tort Claims Act Maryland Code Ann., Cts. & Jud. Proc. §§ Sec. 5-301, et seq. (2006 Repl. Vol), as amended from time to time (the “LGTCA”).
- C. Tenant Owned Contents and Non-Structural Improvements: Tenant shall provide evidence of property coverage for their owned contents and any non-structural improvements, to the Leased Premises. Coverage shall be on a

replacement cost basis for “all risks of direct physical loss or damage except as specifically excluded.”

D. Additional Insured:

1. Tenant’s General Liability Policy shall list Montgomery County, Maryland as an additional insured and all insurance policies obtained by Tenant as required by this Lease shall provide that Tenant shall give the County written notice of amendment, cancellation, termination or non-renewal, no later than 45 days prior to any such amendment, cancellation, termination or non-renewal. The Tenant shall provide on an annual basis, upon written request from the County, evidence that is satisfactory to the County of the insurance coverages required under this Lease.

2. During the use of the Leased Premises by the County or the public's use of the Leased Premises, as authorized by the County, County hereby waives all claims against Tenant with respect to matters covered by the County’s insurance or which would be covered thereby but for its election to self-insure those risks, except for the negligence or willful misconduct of Tenant.

E. Certificate of Insurance: Tenant shall, within ten (10) days from the Commencement Date of this Lease, deliver to the County a certificate(s) of insurance evidencing the coverages required under this Lease. The certificates shall be issued to: Montgomery County, Maryland, c/o Department of General Services, Office of Real Estate, 101 Monroe Street, 9th Floor, Rockville, Maryland 20850, with a copy to Montgomery County, Risk Management Department, 101 Monroe Street, 15th Floor, Rockville, Maryland 20850. Tenant is solely responsible for payment of the premiums for all of Tenant’s insurance. The limits of Tenant’s insurance in no way limits Tenant’s liability under this Lease, at law, or in equity.

14. INDEMNIFICATION:

- A. By Tenant: Tenant agrees to indemnify and hold harmless and pay for the defense of the County by counsel of the County's choosing from any and all claims of liability, actions, damages and expenses, including, but not limited to, reasonable attorneys fees and litigation costs, arising out of or related to Tenant's use or possession of the Leased Premises and the adjacent public park, from any breach of this Lease by Tenant, or from any claim, action, damage, liability or expense occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, licensees, guests or employees, except such negligent or willful acts or omissions of the County and the County's agents, contractors, licensees, employees. Tenant further specifically agrees to hold the County harmless and pay for the defense of the County from any claim of liability made in connection with any construction or installation of equipment within the Leased Premises, notwithstanding that any such construction or equipment may or may not be deemed to be a part of the Leased Premises hereinabove described. In case the County shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold harmless the County at Tenant's sole cost and expense, pursuant to its obligations set forth in this Article 14.
- B. By County: The County shall indemnify and hold Tenant harmless from any and all claims, losses, costs, damages, and liability arising out of or related to any claim, suit or judgment brought by or in favor of any person or persons for damage or loss due to, but not limited to, bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to the use or occupancy of the Leased Premises by the County, its agents, contractors, licensees or employees, except for damage or liability arising from the negligent or willful acts or omissions of Tenant, its agents, contractors, licensees, guests or employees. Any obligation or liability of the County arising in any way from this Lease Agreement is subject to,

limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Secs. 5-301 et seq. (2006 Repl. Vol.)(the “LGTTA”); Md. Code Ann. Art. 25A, Sec. 1A (2011 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), (together the “County Indemnification Statutes”), all as amended from time to time, and any indemnification given by the County in this Lease is not intended to create any rights or causes of action in any third parties or to increase the County’s liability above the caps provided in the County Indemnification Statutes, as applicable.

- B. Each party accepts any liability or responsibility it may have under federal, state or local laws or regulations applicable to the use, storage, disposal, release, spill, discharge, emission, removal, or remediation of materials deemed in such laws or regulations to be hazardous or toxic to human, plant or animal life or to the environment in general.

15. TENANT’S DUTIES AND COVENANTS:

- A. Waste: Tenant shall not strip, overload, damage or deface the Building, nor suffer or permit any waste in or upon the Leased Premises.
- B. Storage of Flammable Material. Tenant shall not keep or store gasoline (except in reasonable quantities for use for lawn mowers, snow blowers, leaf blowers and other such commonly used equipment on a school property), other flammable material, any explosive, or hazardous material as defined under State and Federal and County laws and regulations, within the Leased Premises which shall increase the rate of fire insurance on the Leased Premises beyond the ordinary risk established for the type of operations described in Article 3 of this Lease. Any such increase in the insurance rate due to the above, or due to Tenant's special operations

within the Leased Premises, shall be borne by Tenant. Tenant shall not willfully do any act or thing in or about the Leased Premises which may make void or voidable any insurance on the Leased Premises, and Tenant agrees to conform to all reasonable rules and regulations established from time to time by the County (as a governmental authority and not as a landlord), the Maryland Insurance Rating Bureau, or any other authority having jurisdiction over such matters.

- C. Use: Tenant shall not permit any trade or occupation to be carried on or use made of the Leased Premises outside of the scope of this Lease described in Article 3 hereof. Further, Tenant shall not use or allow to be used the Leased Premises or any part thereof for any illegal, unlawful or improper purpose or for any activity, which shall constitute a nuisance to adjacent properties or the adjacent neighborhood. Tenant acknowledges that all of its responsibilities relating to the use or misuse of the Leased Premises and anything therein shall be construed to include use or misuse thereof by Tenant's agents, subtenants, employees, patrons, guests and subtenants, but shall not include use or misuse thereof by community organizations and individuals approved by CUPF.
- D. Signage: Except to repair or replace existing signage with substantially similar signage, Tenant shall not place upon the exterior of the Leased Premises any placard, sign, lettering or awning (a "Projection") except such, and in such place and manner, as first approved in writing by the County or CUPF as may be the case. The County's approval shall not be unreasonably withheld, conditioned or delayed. Any such sign or Projection must be permitted under Chapter 59 of the Montgomery County Code (2004), as amended, (the "Zoning Ordinance") and must be approved by the County agency responsible for administering the Zoning Ordinance, which may withhold its approval for any reason.

- E. Expenses: Tenant shall pay all of its bills and expenses relating to Tenant's use of the Leased Premises on time and shall not permit any disruption of any service, including, but not limited to, utilities, to any portion of the Leased Premises.
- F. Authority: Tenant verifies and acknowledges that the person executing this Lease on behalf of the Tenant has the legal authority to bind the Tenant to the duties and obligations set forth herein. Tenant further verifies and acknowledges that such person's signature creates a binding obligation on the part of the Tenant for the term of this Lease. Tenant verifies and acknowledges that it is in good standing and/or qualified to do business in the State of Maryland, as attached as Exhibit J.
- G. Performance: Tenant agrees to and shall perform any and all obligations under this Lease in a timely manner. It is understood, agreed and covenanted by and between the parties that Tenant, at Tenant's expense, shall promptly comply with, observe and perform all of the requirements of all of the statutes, ordinances, rules, orders and regulations now in effect or hereafter promulgated whether required by the Federal Government, State of Maryland, Montgomery County, or any local government with jurisdiction over the Leased Premises.
- H. Toxic Substances Control Act: Tenant specifically acknowledges its responsibility to comply with the requirements of the Toxic Substances Control Act ("TSCA") 15 U.S.C. 2601 to 2692, and its implementing regulations governing asbestos-containing materials in schools, the Asbestos Hazard and Emergency Response Act ("AHERA"), 40 C.F.R. Part 763, Subpart E.

16. DAMAGES TO OR DESTRUCTION OF LEASED PREMISES:

- A. Notice: Tenant shall provide the County with notice, as soon as practicable, of accidents on or damages to the structure, equipment, or fixtures of the

Leased Premises or of defects in the roof, plumbing, electric and heating and cooling systems of the Building, or to any defects or damages to the Property.

- B. Right to Restore or Terminate: In the event that the Leased Premises are substantially destroyed or damaged from whatever cause so as to render all or a substantial portion (which, for purposes of the Lease, shall mean 25% or more of the Leased Premises) of the Leased Premises unfit for the purposes for which such areas were leased, and the Leased Premises can be restored to its pre-existing condition within two-hundred seventy (270) days, the County shall notify Tenant in writing within thirty (30) days of the date of such destruction or damage whether or not it intends to make such repairs and the County shall promptly and with due diligence repair any damage to the Leased Premises. Notwithstanding the foregoing, if the repair of said destruction or damage to the Leased Premises cannot reasonably be accomplished by the County within available insurance proceeds within two hundred seventy (270) days following the date of such destruction or damage, the County shall notify the Tenant in writing within thirty (30) days after the date of the destruction or damage occurred, and either the County or the Tenant shall be entitled to terminate this Lease by written notice to the other party within ten (10) days of such written notice. In the event that the Leased Premises are damaged from whatever cause as to render less than 25% of the Leased Premises unfit for the purposes for which such areas were leased, and such damaged portion was insured or self-insured by County, County shall promptly repair the damage to the Leased Premises.
- C. Standard of Work: In the event that the County is able to undertake the repair of the Leased Premises and determines it is in the County's best interest to do so, and provided neither party elects to terminate this Lease in accordance with Article 16.B. above, the County shall complete said repairs in a diligent manner as soon as practicable after the date of destruction or damage, with all parties acting diligently, and this Lease shall not be affected, except that during reconstruction, Rent shall be reduced by a percentage corresponding to

the portion of the Leased Premises to which Tenant is denied normal occupancy and use.

D. County Right Not to Repair: The County reserves the right, in the case of damage that requires repairs or reconstruction to a substantial portion of the of the Leased Premises, as defined at Paragraph 16.B above to not repair the Leased Premises, if it decides, in its reasonable discretion, repair of the Leased Premises is not in the County's best interest. If the County elects not to repair the Leased Premises, the County shall notify the Tenant in writing within thirty (30) days after the date the destruction or damage occurred, and Tenant shall be entitled to terminate this Lease by written notice to the County within ten (10) days of receipt of such written notice.

17. DEFAULT:

A. Events of Default. Each of the following shall constitute an event of default (the "Event of Default"):

1. Tenant's failure to pay Rent and the continuance thereof for thirty (30) days after receipt from the County of written notice.
Notwithstanding the foregoing, the County shall not be required to provide Tenant with more than three (3) monthly written notices during any twelve (12) month period.
2. Failure to substantially perform under any term, covenant or condition of this Lease other than failure to pay rent, and the continuance thereof for thirty (30) days after written notice from the County specifying said failure, or such greater time as may be reasonably required to correct such failure, with Tenant acting diligently.
3. The commencement of any involuntary action or proceeding for the dissolution or liquidation of Tenant, or for the appointment of a

receiver or trustee of Tenant's property, and the failure to discharge any such action within one hundred twenty (120) days.

4. The making of any assignment for the benefit of Tenant's creditors.
5. The abandonment of the Leased Premises by Tenant. Abandonment is defined as the failure of Tenant to operate the Permitted Use for ninety one (91) consecutive days or longer, unless otherwise excused under the terms of this Lease.
6. Failure to comply, after notice and opportunity to cure, with a material term of the Traffic Management Plan required in Article 42, below.

B. Tenant Penalties. In the event that an Event of Default shall occur as hereinabove stated, provided Tenant fails to cure said default within the time period set forth in this Lease, then, and in every such case thenceforth, at the option of the County or the County's assigns pursuant to Article 23 below, the Tenant shall be subject to one of the following penalties, depending upon the nature and severity, in the County's sole judgment, of the Event of Default:

1. Tenant's right of possession shall end, the Lease shall be terminated by the County, and the County may proceed to recover possession under the laws of the State of Maryland.
2. The County may, but shall not be obligated to, without waiving such Event of Default, undertake appropriate action to correct the Event of Default at the reasonable expense of Tenant, in which case Tenant shall pay the County all incurred costs of such performance promptly upon receipt of an invoice from the County.
4. In addition to the other rights of the County, as set forth in this Article 17.B, in the event Tenant's Event of Default is due to a failure to

perform under Article 17.A.2 above, and such Event of Default continues for forty-eight (48) hours after written notice from the County that the cure period specified in Article 17.A.2 above has expired, the County may charge Tenant, as Additional Rent, the greater of (i) Five Hundred Dollars (\$500) per day for each day such Event of Default continues, or (ii) the actual costs to undertake appropriate action to correct the Event of Default pursuant to Article 17. B.2 above.

5. The County's acceptance of Additional Rent, as provided in Article 17.B.3 above, shall not constitute a waiver of the County's right to terminate the Lease in accordance with Article 17.B.1 above or to recover possession in a subsequent month during the Term if the Event of Default continues or an additional Event of Default occurs.

- C. County Remedies. Upon occurrence of an Event of Default by the Tenant, the County is entitled to all remedies available at law or in equity, including, but not limited to, the right to terminate the Lease, the right to re-let the Leased Premises (if the Lease has been terminated), with any termination of this Lease to be effectuated by appropriate proceedings brought in any court of competent jurisdiction in Montgomery County, Maryland.

Notwithstanding the termination of this Lease, the Tenant shall remain liable for any and all claims, costs, damages, expenses, fees, liabilities and losses suffered by or incurred on behalf of the County as a result of Tenant's Event of Default, including all reasonable attorney's fees and any costs the County incurs recovering possession of the Leased Premises.

- D. No Waiver. In the event that proceedings shall at any time be commenced for recovery of possession as aforesaid and a compromise or settlement shall be effected either before or after judgment whereby the Tenant shall be permitted to retain possession of the Leased Premises, then such proceedings do not constitute a waiver of any condition or agreement contained herein or of any subsequent breach of this Lease. No waiver of any breach of any

condition contained herein shall be construed to be a waiver of that condition or of any subsequent breach thereof.

18. EMINENT DOMAIN:

- A. County Right: The County is entitled to receive any award from a governmental authority other than Montgomery County, Maryland for the fair market value of the land and improvements upon which the Leased Premises are located.
- B. Tenant Right: Tenant is not precluded from claiming, proving and receiving, in a separate claim filed by Tenant against the authority exercising the power of eminent domain, such sums to which the Tenant may be entitled as compensation, including, without limitation, reimbursement of Qualified Capital Improvements, provided that such a separate claim does not interfere with or reduce the County's award and is pursuant to the terms set forth in Article 9.D herein.
- C. Right to Terminate: The County or Tenant may terminate this Lease upon exercise of eminent domain by a condemning authority that renders the Leased Premises unfit for the use and purpose set forth in Article 3 herein.

19. SUBLEASING:

- A. County Consent for Tenant Subleasing: As required by COMCOR 11B.45.02, Paragraph 6.10, Tenant shall not sublease any part of the Leased Premises without the County's express written consent. The County's written consent shall be obtained in the following manner:
 - 1. Tenant shall submit to the County a copy of the proposed sublease, a description of the activities and uses proposed by subtenant, proof of the subtenant's ability to pay Rent, adequately maintain its premises and otherwise comply with all terms and conditions of this Lease, and

any other information pertinent to the proposed subtenant's use and occupancy as may be requested by the County.

2. The County shall provide copies of the above information to the Montgomery County Council, the Montgomery County Planning Board and Montgomery County Public Schools and shall solicit and consider their comments on the proposed sublease as required by law.
3. The County shall make a decision on the proposal and shall respond in writing to the Tenant not later than forty-five (45) days after receipt of all information required by Article 19.A.1, above, or any additional information that may be requested by the County.
4. It shall not be unreasonable for the County to deny approval for any sublease if the County determines, in its sole discretion, that such sublease will have a negative impact to the surrounding neighborhood.

B. Permitted Subleasing by Tenant: As required by COMCOR 11B.45.02, Paragraph 6.11, subleasing by Tenant shall be permitted only under the following terms and conditions:

1. Tenant shall not be permitted to sublease more than fifty percent (50%) of the net useable square footage of the Building.
2. Subleasing of any portion of the Leased Premises by Tenant shall have as its primary goal the recovery of reasonable operating and Rent expenses incurred by Tenant in the operation, maintenance and administration of the Leased Premises. Tenant agrees that any Rent charged to subtenant shall be limited to the subtenant's prorated share of actual operating, maintenance and administrative expenses, as well as, non-reimbursed Capital Improvements, and/or other improvements

benefiting the subtenant incurred by Tenant, plus an amount equal to the same square foot rate of Rent paid by Tenant to the County.

3. The County shall not approve any sublease or transfer of any right or interest in any portion of the Leased Premises if such a sublease or transfer results in any profit or financial gain in excess of the permitted costs and expenses as set forth above. The County shall require satisfactory written evidence of compliance with this Article 19.
4. In the event the County approves a sublease, Tenant remains responsible for the payment of all monies due to the County and for the performance of all obligations required of the Tenant under this Lease.
5. All subtenants shall conform to all applicable zoning and land use requirements, to all applicable use and occupancy regulations, laws or statutes, to the use restrictions contained in this Lease, to any restrictions that have been imposed by the Montgomery County Council on the use of the Leased Premises, and to all of the terms and conditions of this Lease.
6. In the event the County determines that Tenant is receiving Rent from subtenant in excess of the costs permitted herein, Tenant shall pay all of the Rent received over and above the allowable costs to the County, as Additional Rent, with the next Rent payment due.

20. RIGHT OF ENTRY:

- A. Repairs and Inspection: Tenant shall permit the County as landlord, its agents or employees, at reasonable times and upon reasonable notice (not less than 72 hours prior notice) to enter the Leased Premises without charge and without diminution of Rent to: (1) examine, inspect and protect the Leased

Premises; (2) to perform maintenance and repairs the County may in its reasonable discretion consider necessary or desirable; (3) during the final 18 months of the initial term or any extension thereof to exhibit the Leased Premises to prospective purchasers or tenants; and, (4) enforce the terms of the Lease and take action, including an inspection of the Leased Premises at least annually, to assure that the Tenant complies with its obligations under the Lease. The County retains all of its rights as a government to enter onto the Leased Premises as permitted by law and for all lawful purposes.

- B. Emergency Access: In cases of an emergency involving imminent risk of injury or death to persons or damage to property, the County, its agents or employees, without prior notice to the Tenant, may enter onto the Leased Premises, however, the County shall notify the Tenant of any such entry under this Article 20 as soon as it is practicable under the circumstance.
- C. Locks: Tenant may alter or change exterior locks installed on the Leased Premises provided it shall provide the County with keys to the new locks installed in the Building within two work days of such alteration or change.

21. RETURN OF THE LEASED PREMISES:

- A. Tenant's Property: At the conclusion of the Term as set forth in Article 2, or following the termination of this Lease for any other cause, the Tenant shall remove all of Tenant's goods and effects from the Leased Premises and return to the County all keys, locks, and other fixtures belonging to the County, in good repair, reasonable wear and tear and damage by casualty excepted. In the event that Tenant's property is not removed from the Leased Premises after the termination of this Lease, the property remaining shall become the property of the County. The County shall dispose of such property in the manner it deems appropriate.
- B. Condition of Leased Premises: The Tenant shall return the Leased Premises to the County in the same condition as received at the beginning of the Lease

Term (or in the case of permitted alterations, in the same condition as when such alterations were made) in "broom clean" condition, reasonable wear and tear and damage by casualty excepted. At the time of termination of this Lease, and at the County's option, the Tenant shall participate in a walk-through with the County's agent or employee to inspect the Leased Premises.

- C. Signs: Following termination of this Lease, the Tenant shall remove any and all exterior signs erected by or on behalf of Tenant and shall pay for or repair any damage caused by the installation or removal of such signage.

22. HOLDOVER:

- A. No Right to Holdover: The Tenant shall have no right to holdover and continue to occupy the Leased Premises upon expiration or termination of this Lease without first obtaining the prior written permission of the County.
- B. Holdover with Consent: If the Tenant holds over after the expiration of this Lease with the County's consent, the tenancy created by such holding over shall be a month-to-month tenancy, but in all other respects shall be governed by the terms of this Lease, provided, however, that (i) in all cases (except an Event of Default by the Tenant) a thirty (30) day notice shall be required to terminate the tenancy created by such consented hold-over; and (ii) the monthly Rent payable hereunder during any such holdover period shall, unless otherwise mutually agreed, be 150% of the Rent in effect for the last month of the Term then ending; and provided that (a) if, upon the expiration of this Lease, the County and Tenant are actively engaged in good faith negotiations for a renewal or extension of this Lease, the County agrees (on the condition the remainder of such holdover rent is paid timely) to defer payment in excess of such holdover rent above the Rent in effect immediately prior to the expiration of this Lease until the earlier of the sixtieth (60th) day after the expiration of the Term or the date on which such negotiations cease, and (c) if, on or before the ninetieth (90th) day after the expiration of the Term, County and the Tenant execute and deliver a renewal or extension of

this Lease, then County shall waive payment of the amount of holdover rent deferred pursuant to this Article 22.

- C. Holdover without Consent: Notwithstanding the foregoing, if the Tenant holds over the expiration of this Lease without the County's consent, the Tenant shall, in the absence of any agreement to the contrary, be the Tenant at sufferance and shall pay to the County holdover damages equal to the then-current fair market value of the Leased Premises plus Additional Rent in effect immediately prior to the expiration of the Term for the entire period of such tenancy at sufferance.
- D. Indemnification: Tenant shall defend, indemnify, and hold the County harmless from and against any and all claims, losses, liabilities, or damages resulting from the Tenant's failure to surrender possession of the Leased Premises in accordance with this Article 22 (including, but not limited to, any and all claims made by any succeeding tenant).

23. ASSIGNMENT: Tenant shall not assign this Lease without the prior written consent of the County, which consent shall not be unreasonably conditioned, withheld or delayed, nor shall any assignment hereof be effected by operation of law or otherwise without the prior written consent of the County. Any assignment consented to by the County shall not relieve the Tenant from any of its obligations under this Lease, and such consent by the County shall not be effective unless and until (i) Tenant gives written notice thereof to the County, which notice shall state the name and address of the proposed assignee, and identify the nature and character of the proposed use of the Leased Premises by assignee, (ii) such assignee shall deliver to the County a written agreement in form and substance satisfactory to the County pursuant to which such assignee assumes all of the obligations and liabilities of the Tenant hereunder, and (iii) Tenant shall deliver to the County a copy of the proposed assignment agreement. Tenant shall also provide any additional information the County reasonably requests regarding such proposed assignment. The County shall not approve any assignment if such an assignment results in any profit or financial gain in excess of permitted costs and expenses. Any assignment without the County's written consent may be declared null and void by the County and, at the County's election, constitute an Event of Default hereunder. The County shall not assign this Lease without prior notice to the Tenant.

24. THE COUNTY'S TITLE AND COVENANT OF QUIET ENJOYMENT: The County covenants that it has full right and power to execute and perform this Lease, and that it shall put Tenant into complete and exclusive possession of the Leased Premises, as set forth herein. The County covenants and agrees that, if Tenant pays all Rent, and performs all of its obligations under this Lease, the Tenant shall, at all times during the Term, and any extensions thereof, have the peaceable and quiet enjoyment and possession of the Leased Premises for the purposes stated in this Lease unless the County terminates this Lease as provided in COMCOR 11B.45.02.

25. CUMULATIVE REMEDIES: Except as otherwise expressly set forth herein, all remedies granted in this Lease otherwise provided by law shall be cumulative and, unless inconsistent, may be exercised separately, concurrently or successively.

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

27. DISPUTES: The County and Tenant agree that any dispute concerning a question of fact arising under this Lease which is not resolved by agreement of the Parties shall be decided by the Chief Administrative Officer of Montgomery County, or his designee, who shall notify the Parties in writing of the determination made. The Tenant and the County shall be afforded an opportunity to be heard and offer evidence in support of their respective positions. Pending final decision of a dispute hereunder, Tenant and the County shall proceed diligently with the performance of all provisions under this Lease. The decision of the Chief Administrative Officer or his designee shall be final and conclusive. This Article 28 does not preclude consideration of questions of law by a court of competent jurisdiction in connection with the aforesaid decisions

28. WAIVER: The waiver at any time by either of the Parties of any particular covenant, condition, obligation, or duty under this Lease shall extend to the particular case only, and for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of either Party. Failure by either party to exercise

any right or seek any relief specified herein shall not constitute a waiver of any of such party's rights under this Lease.

29. NON-DISCRIMINATION: Tenant agrees to comply with the non-discrimination in employment policies in County contracts as required in Sections 11B-33 and 27-19 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws, rules and regulations regarding employment discrimination. By signing this Lease, the Tenant assures the County that in accordance with applicable law, it does not, and agrees that it shall not engage in any employment discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations. The Tenant assures the County that in accordance with applicable law; it does not, and agrees that it will not discriminate in any manner on the basis of race, color, religious creed, sex, marital status, national origin, ancestry, disability, sexual orientation or genetic status.

30. CONTRACT SOLICITATION: Tenant represents that it has not retained anyone to solicit or secure this Lease from the County upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established, licensed, commercial selling or leasing agencies (the "Broker") maintained by the Tenant for the purpose of securing business or an attorney rendering professional legal services consistent with the canons of ethics of the profession. Tenant is responsible for paying any Broker's fees or commissions for any Broker with whom Tenant has any contract or agreement and for paying all of Tenant's attorneys' fees in connection with the negotiation of this Lease.

31. ETHICS REQUIREMENT: Tenant understands and agrees that unless authorized pursuant to Section 11B-52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with the County to employ a public employee contemporaneous with his or her public employment.

32. FORCE MAJEURE: Neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, riots, war-like operation, invasion, rebellion, hostilities, military or insurgency, sabotage, epidemics, quarantine restrictions, acts of God, public restrictions and other acts of governmental agencies, inability to obtain any material or service, through natural or other

causes beyond the control of either of the Parties; provided, however, that this provision shall not excuse any non-payment of Rent. For purposes of this provision, lack of funds shall not be considered a cause beyond the control of a party.

33. RESIDENT AGENT: The Resident Agent for the Tenant is Mr. Brian Lake, 4800 Sangamore Road, Bethesda, MD 20816.

34. MAILING NOTICES: All notices required by this Lease shall be in writing and shall be given by either party by first class mail, postage prepaid, return receipt requested or with a nationally recognized receipted delivery service, addressed to the County or Tenant, respectively. Notice to the Parties shall be addressed as follows:

THE COUNTY:

MONTGOMERY COUNTY, MARYLAND

Department of General Services
Office of Real Estate
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attn: Director

With a copy that does not constitute notice to:

Office of the County Attorney
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

THE TENANT:

WASHINGTON WALDORF SCHOOL, INC.

4800 Sangamore Road,
Bethesda, MD 20816
Attn: Faculty Chair

With a copy that does not constitute notice to:

Lerch, Early & Brewer, Chtd.
3 Bethesda Metro Center, Suite 460
Bethesda, MD 20814
Attn: Stacy Silber, Esq.

35. INDEMNITY BOND: Upon the request of the County, for reasonable cause in its reasonable discretion, concurrent with the Commencement Date of this Lease or at any time during the term of this Lease, Tenant shall obtain and maintain an executed miscellaneous indemnity bond in the amount of the annual Rent for the current Lease Year to remain in full force and effect throughout the remainder of the Term, as security for the faithful performance of all the terms and conditions of this Lease. The County shall have the right, but not the obligation, to request such a bond from the Tenant. The County, in its reasonable discretion, may accept an appropriate substitute surety. Tenant shall, within fifteen (15) days from the date of the request by the County, deliver to the County the said surety, evidencing the coverage hereinabove stated. Failure to deliver the bond or surety as required is considered by the County to be an Event of Default under this Lease.

36. [Intentionally left blank.]

37. GOVERNING LAW: This Lease and its performance is governed, interpreted, construed and regulated by the laws of Montgomery County and the State of Maryland. Should any provision of this Lease be found invalid or unenforceable no other unrelated provision shall be affected and shall continue in full force and effect. This Lease supersedes all previous written or oral agreements between the County and Tenant.

38. CLAIMS: Any claim or action brought by or on behalf of either Party in connection with the performance of this Lease shall be filed and maintained in a court of competent jurisdiction located in Montgomery County, Maryland.

39. RIGHT OF REDEMPTION: To the extent permitted by law, the Tenant hereby waives any and all rights of redemption and rights to cure any default hereunder (howsoever denominated) after the County recovers possession of the Leased Premises now or hereafter granted to the Tenant pursuant to applicable law. No acceptance by the County of any monies owed by the Tenant to the County shall constitute a waiver of the provisions of this Article 39, nor shall any refusal by the County to accept any tender by the Tenant of any sums owed by the Tenant to the County, in connection with any purported exercise of any right of redemption or right to cure to which the Tenant would otherwise be entitled, constitute a termination of this Lease or a release of the Tenant from any liability hereunder.

40. RULES AND REGULATIONS: Existing Rules and Regulations are incorporated by reference and made a part of this Lease as Exhibit G. The County reserves the right to amend the existing Rules and Regulations from time to time, at the County's reasonable discretion. Tenant shall comply with any and all Rules and Regulations adopted by the County and provided in writing to the Tenant. Tenant's failure to obey the Rules and Regulations constitutes an Event of Default under this Lease for which the County may pursue any or all of the remedies set forth in Article 17.C, County's Remedies. In the event of a conflict between the Rules and Regulations and this Lease, the Lease is controlling.

41. COMMUNITY COORDINATING GROUP.

A. As required by COMCOR 11B.45.02, Paragraph 6.16, the Tenant shall establish a community liaison process that shall effectively respond to concerns of residents of the surrounding neighborhood that result from operation of the school. The Tenant shall maintain a staff position ("Neighborhood Liaison") who will respond to complaints or other expressions of concern raised by neighbors and otherwise be available as the Tenant's point of contact with neighbors. The Tenant shall meet with members of the surrounding communities (hereinafter the "Community Group") on at least a semiannual basis for the

purpose of establishing a neighborly relationship. The first of such meetings shall be held within ninety (90) days of the Commencement Date of this Lease. The Neighborhood Liaison will organize and run the meetings of the Community Group and shall individually invite to such meetings every neighboring household whose property adjoins the site on Westpath Terrace or faces the site across Sangamore and Overlea Roads, and shall also inform the Fort Sumner Community Association and Glen Echo Heights Community Association that its members may also attend such meetings. The Tenant shall monitor traffic impact on the neighborhood and discuss possible solutions to be implemented to address any traffic problems at this community meeting. Tenant shall make reasonable efforts to keep the Community Group abreast of any activity planned at the school that could substantially impact the community's use of the facility or the quality of life in the neighborhood. Tenant shall respond to community complaints or concerns in an expeditious manner. Tenant shall work cooperatively with the Community Group on the matter of future traffic improvements pursuant to the Traffic Management Plan attached hereto as Exhibit H-1 or any future revised version of the plan. The Tenant shall submit to the Office of the Montgomery County Executive and the Montgomery County Council an annual report which shall contain, at a minimum, (i) summary of events that occurred at the Community Group meetings, and (ii) the action, if any, taken or recommended to complaints or concerns raised by the community in connection with the operation of the school.

B. In the event the County determines that Tenant's community relations process, as established under COMCOR 11B.45.02, Paragraph 6.16(b) and outlined above, is not reasonably addressing the concerns of neighbors, the County may direct Tenant to establish a community liaison body as set out in Paragraph 6.16(a) of the aforementioned regulation.

42. TRAFFIC MANAGEMENT PLAN:

- A. Compliance: The Tenant shall comply with the Traffic Management Plan (the "Plan") attached hereto as Exhibit H-1.
- B. Initial Review: It is the understanding of the parties that the Plan will be provided to the Community Group under the process set forth in Article 41 above and to the Transportation Planning staff of the Montgomery County

Planning Board. The Tenant shall give reasonable consideration to comments of the Community Group and the Transportation Planning staff and shall work with both groups in good faith to resolve disagreements regarding material terms of the Plan. It is further understood that the Plan, as attached hereto, shall be subject for a period of six months from the Commencement Date to reasonable modifications proposed by the Community Group and deemed necessary by the County. The Tenant shall work reasonably with the Community Group to identify accountability measures, up to and including termination of the Lease, as deemed necessary by the County. The Plan shall specify the level of failure required to determine a default.

- C. Requirements: Any traffic management plan shall accomplish the following:
1. Operating Plan: Establish an operating plan for both routine school activities and special events that clearly identifies on-site access, circulation and parking rules and regulations, and the use of off-site parking areas other than on-street parking to prevent a detrimental impact on surrounding residential areas.
 2. Drop-off and Dismissal: Identify means by which vehicular traffic associated with school drop-off and dismissal activities shall be contained on site.
 3. Monitoring: Establish regular monitoring activities to facilitate identification and implementation of operational access and circulation improvements.
 4. Tenant Representative: Provide the name, phone number, address, fax number, and email address of the Tenant representative responsible for enforcing the Plan. Tenant shall be responsible for keeping the Tenant representative information up-to-date.
- D. Continuing Review: The Plan shall be subject to review and modification from time-to-time as deemed reasonably necessary by the County. In such event, the

County shall inform Tenant of the reason for its action, and both County and Tenant shall work in good faith with each other to agree on modifications. In addition, Tenant may from time to time initiate modifications to the Plan, and shall provide details of such modifications to the County. In both events, Tenant shall inform the Community Group of proposed modifications. Tenant shall give reasonable consideration to comments of the Community Group on such modifications and shall work in good faith to resolve material disagreements over such modifications.

[Signatures appear on the following pages]

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

WITNESS:

By: Natalie R. Adams
Natalie R. Adams
Faculty Chair

TENANT:

WASHINGTON WALDORF SCHOOL,
INC., a District of Columbia corporation
qualified to do business in the State of
Maryland

By: Daniel J. Wacker
DANIEL J. WACKER
CHAIRMAN, TRUSTEES COUNCIL
Date: 5/1/2012

THE COUNTY:

MONTGOMERY COUNTY, MARYLAND

By: Danora Bell-Pearse

Title: Assistant Chief Administrative Officer
ASSISTANT CHIEF ADMINISTRATIVE OFFICER

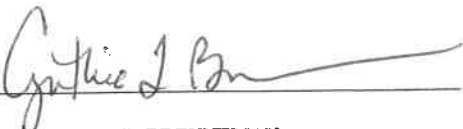
Date: 5/15/12

APPROVED AS TO FORM & LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: 

Date: 5/4/12

RECOMMENDED

By: 
CYNTHIA L. BRENNEMAN

DIRECTOR, OFFICE OF REAL ESTATE

Date: 5/10/12

Exhibit A - Deed
[Background 1]

LIB 391
11476.391

Parcel ID No. 07-502-0417706
07-502-0417808
07-502-0417832

D E E D

THIS DEED made this 24th day of March, 1993, by and between the BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND, 850 Hungerford Drive, Rockville, Maryland 20850, hereinafter called GRANTOR, and MONTGOMERY COUNTY, MARYLAND, c/o the Department of Facilities and Services, 110 North Washington Street, Rockville, Maryland 20850, hereinafter called the ~~COUNTY~~. GRANTOR

W I T N E S S E T H:

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

RTX
TRANS
AMOUNT
DEED
SUBTOTAL
CASH TL
10.00
10.00
10.00
06/17/93

93 JUN 17 A 8:43.1

BEING all that parcel of land conveyed to the Board of Education of Montgomery County, Maryland, from Jeanette Bock and Ruth B. Messerli by deed dated July 28, 1948, and recorded at Liber 1182, Folio 348, among the Land Records of Montgomery County, Maryland, containing 10.00 acres, more or less; and

BEING all that parcel of land conveyed to the Board of Education of Montgomery County, Maryland, from Jeanette Bock, Ruth B. Messerli and Charles A. Messerli by deed dated January 15, 1952, and recorded at Liber 1620, Folio 417, among the Land Records of Montgomery County, Maryland, containing 2.218 acres, more or less,

LESS THE FOLLOWING THREE OUT-CONVEYANCES:

AGRICULTURE TRANSFER TAX IN THE
AMOUNT OF \$ NIA
SIGNATURE AYK

NO FEE - MONTG. CO. MD.

RECEIVED FOR TRANSFER
State Department of
Revenues & Taxation
Montgomery County

AYK # 20105
Date

LIB
11476.392

LESS an out-conveyance to Chalmers M. Roberts and Lois Hall Roberts by the Board of Education of Montgomery County, Maryland, by deed dated February 26, 1954, and recorded among the Land Records of Montgomery County, Maryland, at Liber 1895, Folio 369, containing 21,029.5 square feet; and

LESS an out-conveyance to the Maryland-National Capital Park and Planning Commission by the Board of Education of Montgomery County, Maryland, by deed dated June 14, 1955, and recorded among the Land Records of Montgomery County, Maryland, at Liber 2075, Folio 438, containing 5.7602 acres, more or less; and

LESS an out-conveyance to Montgomery County, Maryland, pursuant to a Plat of Dedication recorded March 19, 1956, among the Land Records of Montgomery County, Maryland, at Plat Book 56, Plat No. 4467, containing 14,810.61 square feet, more or less;

LEAVING a total amount conveyed by this deed of 5.634 acres, more or less.

BEING that property known as Brookmont Elementary School.

THE FOLLOWING OUTLOT IS ALSO BEING CONVEYED:

BEING all that parcel of land conveyed to the Board of Education of Montgomery County, Maryland, from Chalmers M. Roberts and Lois Hall Roberts, by deed dated February 2, 1954, and recorded at Liber 1895, Folio 372, among the Land Records of Montgomery County, Maryland, containing 1,250.5 square feet, more or less.

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

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

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

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

ATTEST:

BOARD OF EDUCATION OF MONTGOMERY
COUNTY, MARYLAND

Paul L. Vance
Paul L. Vance, Secretary

Alan Cheung, President

APPROVED for the Board of Education of Montgomery County.


Paul L. Vance, Superintendent of Schools

STATE OF MARYLAND)
) ss
COUNTY OF MONTGOMERY)

I hereby certify that on this 24th day of MARCH, 1993, before the subscriber, a Notary Public in and for the aforementioned State and County personally appeared ALAN CHEUNG, and PAUL L. VANCE, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and did acknowledge same to be the act and deed of the BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND, and that they in the capacities of President and Secretary have signed the foregoing Deed on behalf of the BOARD OF EDUCATION OF MONTGOMERY COUNTY, MARYLAND, for the purposes therein contained.

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

Katherine Crawford
Notary Public

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


Carol S. Rubin
Assistant County Attorney

Grantor's Address: 850 Hungerford Drive, Rockville, MD 20850
Grantee's Address: 110 North Washington Street
Rockville, MD 20850
Property Address: 4800 Sangamore Road, Bethesda, MD; and
(outlot) Wapakoneta Road, Bethesda, MD
Title Insurer: None MAY 18 1993

2831.smg:87.02016

MAY 18 1993

7-502- 417708
417832
417808

On January 14, 1964, the defendant is the
Member of Taxes for Montgomery County,
Md. by ~~James H. [redacted]~~ and Capt. of
Finance Montgomery County, Md. This
statement is for the purpose of permitting
recording and is not otherwise valid.
Further taxation upon for prior periods, as
does it guarantee satisfaction of all taxes
and fees herein.

TRANSFER TO GOVERNMENTAL, RELIGIOUS
OR CHARITABLE ORGANIZATION

Exhibit B-1
Legal Description of Property

Tax Account: District 7, Account Numbers 00417706 and 00417832.

Deed: Dated March 24, 1993 and recorded at Liber 11476, Folio 391 among the Land Records of Montgomery County.

Description: Property consists of two parcels

1. Parcel P263 on Tax Map GM62 containing 1.87 acres of land.
2. Parcel P316 on Tax Map GM62 containing 3.75 acres of land

Property Address: 4800 Sangamore Road
Bethesda, Maryland 20816



Maryland Department of Assessments and Taxation
MONTGOMERY COUNTY
Real Property Data Search (2007 vw2.3d)

[Go Back](#)
[View Map](#)
[New Search](#)

Account Identifier: District - 07 **Account Number -** 00417832

Owner Information

Owner Name:	MONTGOMERY COUNTY	Use:	EXEMPT COMMERCIAL
Mailing Address:	% DEPT FACILITIES & SERVICES 110 NORTH WASHINGTON STREET ROCKVILLE MD 20850	Principal Residence:	NO
		Deed Reference:	1) /11476/ 391 2)

Location & Structure Information

Premises Address	Legal Description
4800 SANGAMORE RD BETHESDA 20816	FRIENDSHIP

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
GM62		P316		502				2	Plat Ref:

Special Tax Areas	Town
	Ad Valorem
	Tax Class 38

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		3.75 AC	681

Stories	Basement	Type	Exterior
----------------	-----------------	-------------	-----------------

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2008	07/01/2009	07/01/2010
Land	847,100	1,061,700		
Improvements:	242,400	489,300		
Total:	1,089,500	1,551,000	1,397,166	1,551,000
Preferential Land:	0	0	0	0

Transfer Information

Seller:	Date: 06/17/1993	Price: \$0
Type: IMPROVED ARMS-LENGTH	Deed1: /11476/ 391	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2009	07/01/2010
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: COUNTY AND STATE	Special Tax Recapture:
Exempt Class: OTHER	* NONE *



Maryland Department of Assessments and Taxation
MONTGOMERY COUNTY
Real Property Data Search (2007 vw2.3d)

[Go Back](#)
[View Map](#)
[New Search](#)

Account Identifier: District - 07 **Account Number -** 00417706

Owner Information

Owner Name:	MONTGOMERY COUNTY	Use:	EXEMPT
Mailing Address:	% DEPT FACILITIES & SERVICES 110 NORTH WASHINGTON STREET ROCKVILLE MD 20850	Principal Residence:	NO
		Deed Reference:	1) /11476/ 391 2)

Location & Structure Information

Premises Address	Legal Description
4800 SANGAMORE RD	FRIENDSHIP
BETHESDA 20816	

Map	Grid	Parcel	Sub District	Subdivision	Section	Block	Lot	Assessment Area	Plat No:
GM62		P263		502				2	Plat Ref:

Special Tax Areas	Town
	Ad Valorem
	Tax Class 38

Primary Structure Built	Enclosed Area	Property Land Area	County Use
0000		1.87 AC	681
Stories	Basement	Type	Exterior

Value Information

	Base Value	Value	Phase-in Assessments	
		As Of	As Of	As Of
		01/01/2008	07/01/2009	07/01/2010
Land	1,122,000	243,100		
Improvements:	0	0		
Total:	1,122,000	243,100	243,100	243,100
Preferential Land:	0	0	0	0

Transfer Information

Seller:	Date: 06/17/1993	Price: \$0
Type: IMPROVED ARMS-LENGTH	Deed1: /11476/ 391	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments	Class	07/01/2009	07/01/2010
County	000	0	0
State	000	0	0
Municipal	000	0	0

Tax Exempt: COUNTY AND STATE
Exempt Class: OTHER

Special Tax Recapture:
 * NONE *

Exhibit B-2 – Boundary and Topographic Survey of Property and Leased Premises

[The boundaries of the “Property” and the “Leased Premises” are identical; therefore, the entire area within the boundary lines shown on this exhibit is deemed to be “cross hatched” as that term is used in Article 1.A]

Exhibit C - [Article 1]

THIS EXHIBIT IS INTENTIONALLY LEFT BLANK

Exhibit D-1 –Capital Improvements Completion Report
[Article 9]

EXHIBIT D-1

Capital Improvements Completion Report

School Name: BROOKMONT ELEMENTARY SCHOOL

Tenant Name: WASHINGTON WALDORF SCHOOL, INC.

Inspection Date: _____

Action Required	Status (*see codes)	Comments
County Received Tenant Notice of Completion of Capital Improvements		
County and Tenant Conduct Inspection Meeting		
Capital Improvements in Compliance with Plans and Specifications		
Material Deficiencies from Plans and Specifications		
Tenant Obtained Required Construction Permits		
Tenant Obtained Use and Occupancy Permit		
As-Built Drawings Received		
County Approval of Tenant Capital Improvements		☐ Qualified ☐ Non-Qualified

*Codes: Y = Yes, N = No, N/A = Not Applicable, N/V = Non-Verifiable

The Undersigned Acknowledge and
Accept the Findings of the Inspection

Tenant: _____
BY

Date: _____

County: _____
BY

Date: _____

Exhibit D-2 – Capital Improvements
[Paragraph 9.E]

Cho Benn Holback + Associates

Washington Waldorf School

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4/24/2012

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OUTLINE SPECIFICATION

DIVISION 1 – GENERAL REQUIREMENTS

011000 SUMMARY

- The Washington Waldorf school is located at 4800 Sangamore Rd, Bethesda, MD 20816. The building was originally an elementary school for Montgomery County, Maryland. Washington Waldorf School has occupied the building since 1981. The existing 33,250 sf single story structure is concrete slab on grade, masonry and steel structure with steel roof framing. There are half basement levels below the library and below the Pre-School. The existing windows are single glazed steel casement, awning and hoppers. The existing roof is a low slope membrane roof of various compositions. The existing HVAC boiler system is aged well beyond its useful life.
- The renovation and new construction will occur in two phases.
- Phase I – Renovation of Existing Building. Work includes the following Tasks:
 - Task 1 – ADA Upgrade. Provide accessible toilet room near existing central toilet rooms. Provide an accessible route into and within the toilet room. Provide accessible plumbing fixtures and toilet room accessories.
 - Task 2 – Roof Replacement. Remove existing roofs across the facility. Provide reflective TPO roofing and R38 roofing insulation over the entire facility. Repair or relocate existing roof drains for positive drainage. Provide new curbs for future HVAC equipment installation.
 - Task 3 – HVAC Renovation. Provide VRV system for the original classrooms. Flush ceiling cassettes will be used in the classrooms with minimal disruption to the ceilings. An outdoor master condensing unit will be roof mounted. Provide a 100% outside air unit for ventilation and room neutral control. The ventilation ductwork will run through the corridor ceiling with penetrations into each classroom for ventilation air. Replace existing light fixtures with energy efficient fixtures. Provide sprinkler system through out building in accordance with NFPA 13.
 - Task 6 – Entry Renovation. Remove existing entry and boiler room. New air-lock vestibule and Lobby with secure access through office reception area..
- Phase II – LEED Certified Gymnasium Addition and Window Replacement. Work includes the following Tasks:
 - Task 4 – Window Renovation. Remove damaged components and

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areas of new work in existing steel windows. Refurbish existing steel windows including preparation and painting, replacing damaged hardware, and replacing damaged or missing components. Provide interior storm windows with operable sash at selected locations

- Task 5 – Gymnasium Addition. Relocate existing trailer classroom to southwest side of existing building. Provide stormwater management measures including a rain garden. Construct new 9,950 sf gymnasium and locker room addition on the west side of the site, north of the library wing.
- Owner will occupy the premises during the entire construction period with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner operations. Maintain existing exits unless otherwise indicated.
- Work restrictions.

012200 UNIT PRICES

- Provide price for each given measurement of material or services to be added or subtracted to the Contract Sum if Work required by the Contract Documents is increased.
- Unit Price 1 – Earthwork: cost for more/less removal and disposal of non-compatible earth than the same item carried in the base bid.
- Unit Price 2 – Brick repair: cost for more/less replacement of brick masonry than the same item carried in the base bid.

012300 ALTERNATES

- Provide cost for alternate work that may be added to the base bid amount if the Owner decides to accept the corresponding change.
- Alternate #1: Remove all existing steel windows. Install thermally broken aluminum windows with awning and fixed sashes. Provide insulated glazing with Low-E coating on the third surface.
- Alternate #2: Green Roof at Gymnasium support space.
- Alternate #3: Hardwood floor with resilient channel sub-floor assembly at Gymnasium.
- Alternate #4: Glu-Lam roof trusses with steel connections at Gymnasium.

013100 PROJECT MANAGEMENT AND COORDINATION

- Bi-weekly progress, pre-installation conferences, and other project meetings as required.
- Surveys and Reports.
- Prepare coordination drawings where space is limited or if required to integrate products.
- Cleaning and Protection.

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- Regular submission of payment requests, change order requests, requests for information, etc.

013200 CONSTRUCTION PROGRESS DOCUMENTATION

- Owner will occupy facilities during the work. Coordinate with Owner's schedule.
- Format for Submittals: PDF electronic files.
- Start up construction schedule.
- Daily Construction Reports: Submit at weekly intervals.
- Material Location Reports: Submit at monthly intervals.
- Site Condition Reports: Submit at time of discovery of differing conditions.

013300 SUBMITTAL PROCEDURES

- 15 day processing time for each submittal review, including resubmittals.
- Delegated Design Certification.
- Mark submittals with Contractor's approval stamp before submitting to Architect.
- Submit warranties, surveys, maintenance manuals, inspection and test reports, shop drawings, samples, etc.

014000 QUALITY REQUIREMENTS

- Mockups for each form of construction and finish required, using materials indicated for the complete work.
- Demonstrate the proposed range of aesthetic effects and workmanship.

015000 TEMPORARY FACILITIES AND CONTROLS

- Storage and fabrication sheds.
- Chain-link fencing.
- Fire extinguishers.
- Temporary erosion and sedimentation control.
- Stormwater controls.
- Tree and plant protection.
- Temporary Partitions: provide floor-to-ceiling dustproof partitions to separate areas occupied by Owner from fumes and noise.

017419 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

- Provide CWM plan for LEED Certified Work.
- Collect, separate, and recycle construction waste materials.
- Submit records indicating receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts and invoices.
- Submit waste reduction progress reports.

017700 CLOSEOUT PROCEDURES

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- Submit record documents including shop drawings, as-built drawings, and surveys, operating and maintenance manuals, tools, keys, and similar operational items.
- Demonstration and start up of systems
- Final cleaning.
- Punch out inspections, substantial completion preparation and final inspections are required.

017823 OPERATION AND MAINTENANCE DATA

- Provide Operation Manuals for all systems, subsystems and equipment.
- Provide Maintenance Manuals including product and source information, maintenance procedures, repair sources, warranties and bonds.

017900 DEMONSTRATION AND TRAINING

- Facilitator to provide instruction to Owner and Owner's representative.

018113 SUSTAINABLE DESIGN REQUIREMENTS – LEED FOR SCHOOLS

- Gymnasium shall be LEED Certified.
- LEED Documentation Submittals including product data, receipts, certification letters, chain-of-custody certificates, and other documentation needed to show compliance with requirements.
- Submit LEED Action Plan within 10 days of Award of Contract.

019113 GENERAL COMMISSIONING REQUIREMENTS

- Perform and attend commissioning tests at direction of CxA.
- Provide measuring instruments and logging devices to record test data and provide data acquisition equipment to record data.
- Verification of testing, adjusting, and balancing reports.

DIVISION 2- EXISTING CONDITIONS

024119 SELECTIVE DEMOLITION

- Provide schedule of demolition. Coordinate Phased work and Owner's use of the building.
- Utility Requirements: locate and identify building utilities.
- Remove concrete paving at building entry.
- Remove asphalt paving at location of gymnasium.
- Protect existing planting and gardens to remain.
- Remove concrete slab on grade and steps at new work.
- Remove CMU partitions.
- Remove exterior masonry walls at new entry.
- Remove existing roof down to structural deck.

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- Remove hollow metal doors and frames.
- Remove damaged window components and areas of new work at existing steel windows.
- Remove ceilings.
- Protect existing finishes to remain.
- Remove HVAC equipment.
- Remove existing boiler.
- Remove lighting fixtures.
- Remove Electrical panels.
- Remove existing modular trailer and associated wood deck ramps, stairs, and screen wall. Salvage trailer for relocation.
- Remove existing playground equipment at new gym site.

DIVISION 3 – CONCRETE

033000 CAST-IN-PLACE CONCRETE

- Repair existing slab on grade at new work
- Steel building footings and Slab on grade.
- Concrete footings for relocated trailer.
- Steel building footings and Slab on grade.
- New floor deck infill at removed Boiler Room.
- Form facing material, steel reinforcing, and vapor retarders.
- Use fly ash, ground granulated blast furnace slag and silica fume to reduce Portland cement.

DIVISION 4 – MASONRY

042000 UNIT MASONRY

- Provide sample panels and mock ups.
- Patch and repair of existing masonry at new work.
- Patch and repair existing CMU and face brick masonry where existing fan coil units removed from the exterior walls.
- Provide end blocks with bull nosed edges toothed in at new openings in CMU.
- Glaze faced CMU partition walls.
- Face brick to match existing brick on school, ASTM C216
- Ground face CMU.
- CMU ASTM C 90.
- Mortar and Grout. Match mortar.

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- Embedded flashing.
- Masonry ties, galvanized steel.

DIVISION 5 – METALS

051200 STRUCTURAL STEEL

- Steel framing and roof joists for support space.
- Steel roof trusses at Gymnasium.
- Steel framing and roof joists new vestibule.
- Shop Drawings and Mill test reports.
- Recycled content.
- Structural Steel Shapes, Plates and Bars: ASTM A36.
- Wide Flange and WT Shapes: ASTM A992, Grade 50.
- Cold Formed Structural Steel Tubing: ASTM A 500.
- Hot Formed Structural Steel Tubing: ASTM A 501.
- Anchor Rods, Bolts, Nuts, and Washers.
- Primer and Grout.
- Shop fabrication and connections.
- Galvanize all exposed exterior steel.

053100 STEEL DECKING

- Steel roof deck at new construction.
- Steel roof deck patch at existing locations where roof openings removed.
- Recycled content, low emitting primers.
- FM Listing.

054000 COLD FORMED METAL FRAMING

- Recycled content.
- Metal studs for framing will be 3 5/8", 25 gauge, at 24" on center typically.
- Plumbing walls shall be 6", 25 gauge, 24" on center.
- Miscellaneous light gauge framing.

055000 METAL FABRICATIONS

- Miscellaneous steel shapes.
- Metal support for lighting and stage amenities.
- Roof ladder.
- Steel framing and supports for roof top and HVAC equipment.
- Steel shapes and framing where required for installation of new work.
- Recycled content.
- Ferrous Metals
- Nonferrous Metals: Aluminum Plate and Sheet ASTM B 209; Aluminum

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- extrusions: ASTM B 221.
- Primer and Grout.
- Bicycle Rack.
- Loose Bearing and Leveling Plates.
- Loose Steel Lintels.

055213 PIPE AND TUBE RAILINGS

- Recycled Content
- Stair railings.
- Tubing: ASTM A 500
- Pipe: ASTM A 53, galvanized at exterior.
- Plates, Shapes, and Bars: ASTM A 36.
- Fasteners and Primers.

DIVISION 6 – WOOD AND PLASTIC

061000 ROUGH CARPENTRY

- Pressure treated lumber for blocking, cants and framing at roof.
- Blocking where required for installation of new work.
- Blocking, nailers, grounds, exterior decking, and wood in contact with masonry shall be pressure treated
- Wood deck and ramp to relocated trailer with wood trellis at deck.
- Lumber: DOC PS 20 certified by the American Lumber Standards Committee Board of Review.
- Pressure Treated Wood: AWPAC C2 lumber and AWPAC C9 plywood
- Fire retardant treatment: AWPAC C20 lumber and AWPAC C27 plywood.
- Plywood backing panels: DOC PS 1 Exposure 1
- Fasteners and Anchors.

061516 WOOD ROOF DECK

- Solid tongue and groove exposed wood roof deck at new entry.
- Sealant and sealers complies with LEED for Schools.

061533 WOOD PATIO DECK

- Pressure treated wood lumber for entry deck and trellis at relocated classroom trailer.
- Standard for Solid Sawn Wood Decking: AITC 112.
- Sealant and sealer complies with LEED for Schools.

061600 SHEATHING

- Exterior plywood sheathing at new construction.

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- Wood panel products comply with low emitting materials requirements for LEED for Schools.
- Fasteners: Hot dipped galvanized.

061800 GLUE LAMINATED CONSTRUCTION

- Exposed wood framing at entry.
- Alternate for gym trusses.
- Appearance Grade: Architectural.
- End cut sealing and seal coat.
- Adhesives and sealers comply with LEED for Schools.
- Timber Connectors: Steel prime painted.

062013 FINISH CARPENTRY

- Exterior wood detailing and trim.
- Exterior wood soffit.
- Natural Wood columns.
- Sealant and sealer complies with LEED for Schools

064000 ARCHITECTURAL WOODWORK

- Interior base trim, and windowsills.
- Softwood lumber trim for transparent finish.
- Board paneling: Select, staggered joints.

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

070150 PREPARATION FOR RE-ROOFING

- Preparation for low-slope re-roofing.
- Tear off and protection.
- Project conditions and weather limitations.
- Vapor Barrier and temporary roofing material: Glass-Fiber Ply Sheets ASTM 2178, Type IV, asphalt impregnated glass fiber felt.
- Substrate preparation.

071113 BITUMINOUS DAMPPROOFING

- Cold applied asphaltic dampproofing.

072100 THERMAL INSULATION

- Framed exterior walls to be insulated with R-19 Kraft-faced fiberglass batt insulation.
- The roof insulation shall be R-38 polyisocyanurate below roof shingles and membrane roofing. Provide composite cover board polyisocyanurate top layer.

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- Sound batt insulation shall be used at bathrooms and offices.
- Vapor Retarder.

072726 FLUID APPLIED MEMBRANE AIR BARRIERS

- Air barrier at inside face of cavity assemblies.
- Provide tape and flashing to continuous barrier.
- Air barrier assembly air leakage: Maximum 0.04 cfm/sq ft of surface area at 1.57 lb/sq ft.

073113 ASPHALT SHINGLES

- Architectural tab asphalt shingles.
- 40 year warranty.
- Roofing felts, ice dam barrier.
- Ridge vents.
- Metal flashing and trim – stainless steel.

074213 INSULATED METAL WALL PANELS

- Exterior metal panel system.
- Finishes warranty 20 years
- Recycled content
- Structural performance ASTM E 72
- Thermal Resistance according to ASTM C 1363.

075423 THERMOPLASTIC POLYOLEFIN ROOFING

- Reroof and new roof typical at low sloped areas.
- Warranty 20 years.
- Fully adhered reflective .60 mil TPO roofing ASTM D 6878-03.
- R38 polyisocyanurate insulation.
- Walkway pads.

075900 VEGETATIVE ROOF SYSTEM

- Alternate over gym connector.
- Extensive vegetation system with pre-grown plugs.
- EFVM Leak detection system.
- Integrated irrigation.

076200 SHEET METAL FLASHING AND TRIM

- Metal fascia.
- Metal flashing at equipment and roof transitions.
- Flashing at curbs and gutters.
- Aluminum sheet: ASTM B 209, two coat fluoropolymer finish.
- Roofing felt and slip sheet underlayments.

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077100 ROOF SPECIALTIES

- Perimeter gutter and drainage system.
- Snow guards.

078413 THROUGH-PENETRATION FIRESTOP SYSTEMS

- Low VOC sealants
- Fire resistance rated systems in rated walls and assemblies ASTM E 1966 or UL 2079.

079200 JOINT SEALANTS

- Low VOC sealants and adhesives.
- Two part urethane at exterior wall and windows.
- Silicone at toilet rooms.
- Silicone latex modified, paintable at interior.

DIVISION 8 – DOORS AND WINDOWS

081113 STEEL DOORS AND FRAMES

- Extra Heavy Duty exterior doors: SDI A250.8 Level 3, cold rolled steel sheet.
- Hollow Metal interior doors: NAAMM-HMMA 860 cold rolled steel sheet
- Frames: fully welded profile.
- Exposed finish: Primed.

081416 FLUSH WOOD DOORS

- Extra Heavy Duty Solid core flush wood doors.
- Premium Grade A faces.
- Quarter cut, book matched veneer.

083113 ACCESS DOORS AND FRAMES

- Uninsulated wall and ceiling access panels.
- Coated steel, concealed flanges.

083613 SECTIONAL OVERHEAD DOORS

- Steel framed overhead door with translucent sections and vertical track.
- Standard for sectional doors: DASMA 102.
- Vertical lift track.
- Weather seals.
- Electric door operator, standard duty up to 60 cycles per hour, obstruction detection device and audible and visual signals.

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084213 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

- Exterior and interior storefront framing.
- Thermally broken construction, narrow stile.
- Insulated glazing units with Low-E coating.
- Anodized aluminum finish.

084523 INSULATED TRANSLUCENT FIBERGLASS PANELS

- Insulated translucent panel system at gymnasium.
- Recycled content.
- Thermal transmittance U factor 0.30 max.
- 2-3/4" thick flat panels in extruded aluminum grid.

085113 ALUMINUM WINDOWS

- Thermally broken, insulated aluminum windows at gymnasium clerestory and exterior connector.
- Alternate for classroom window replacement.
- Thermally broken.
- Operable hopper sashes with insect screens.
- Insulated glazing with Low-E coating.
- Anodized Aluminum finish.

085123 STEEL WINDOWS

- Replace missing components of existing steel windows.
- Refurbish existing steel windows.
- Modify existing windows at classrooms for installation of egress doors.
- Provide storm windows throughout building. Provide operable sashes at selected locations.

086200 UNIT SKYLIGHTS

- At all new internal offices.
- Motorized operable vents.
- Thermal transmittance U factor: 0.30 max.
- Double glazed profile.

087100 FINISH HARDWARE

- Doors are to be heavy duty Schlage or equal.
- ADA Accessible hardware.

088000 GLAZING

- Exterior glazing: 1" unit – ¼" clear exterior lite w/ Low-e on second surface, ½" airspace, ¼" clear interior lite.
- Laminated glazing at interior lite to Office

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088300 MIRRORS

- Wall mounted silver flat glass at new Unisex toilet room and Gymnasium toilet rooms and lockers, ASTM C 1503
- Mirror Edges: Flat polished.

089119 FIXED LOUVERS

- Extruded drainable aluminum louvers for HVAC exhaust and outside air intake.
- AMCA Certified ratings seals.
- Aluminum Extrusions: ASTM B 221, Alloy 6063-T5.

DIVISION 9 – FINISHES

092900 GYPSUM BOARD

- Patch and repair existing gypsum board finishes where disturbed by new work.
- All non-rated interior partitions shall be 5/8" gypsum board.
- Recycled content.
- Low emitting materials comply with LEED for Schools.
- Interior Gypsum board: Gypsum wallboard, Type X, Moisture and mold-resistant gypsum board.
- Cementitious backer units.
- Trim accessories.

093100 CERAMIC TILE

- Thin set ceramic floor tile.
- Toilet rooms floor, wall base and showers.
- Recycled content.
- Quarry tile.
- Unglazed paver tile.
- Glazed wall tile.
- Trim shapes: base cove, surface bull nose.
- Waterproofing
- Grout and sealants.

095113 ACOUSTIC PANEL CEILINGS

- Mold and mildew resistant acoustical ceiling panels in lay-in metal grid suspension system.
- Mineral base acoustic ceiling panels with metal suspension system.
- Recycled content.
- Fire performance ASTM E84

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- Sag Resistance
- Low emitting materials.

096400 WOOD FLOORING

- Alternate hardwood floor with resilient channel sub-floor assembly at Gymnasium.
- Maple tongue and groove finish flooring.
- Heavy duty resilient channels and pads.
- Plywood subfloor.
- Coordinate slab depression

096519 RESILIENT FLOORING

- Rubber athletic sheet floor, high impact polypropylene.
- Recycled rubber underlayment at gymnasium floor.
- Resistance to bacteria and mildew.
- Game line paint.
- Bio-based floor tiles in support spaces: ASTM F 1066, Class 2, through pattern tile.
- Low VOC for flooring and adhesives.

096513 RESILIENT WALL BASE AND ACCESSORIES

- Rubber wall base.
- Stair treads and accessories.
- Low VOC for flooring and adhesives.
- Base: Coils, 4" height, ASTM F1861.

098433 SOUND ABSORBING WALL UNITS

- Fabric wrapped Acoustic wall panels tested for acoustical performance.
- Flame spread index 25; Smoke development index 450.
- Low emitting materials comply with requirements of LEED for Schools.
- Recycled content.
- Core material glass fiber board.
- Facing Material matching Architects sample.
- Nominal thickness 1-1/2".

099113 EXTERIOR PAINTING

- Exterior paint
- Paint finishes disturbed by new work, including trim.
- Paint exterior fascia around building.
- Painting one primer and two finish coats over all surfaces.
- Wood stains and transparent finishes.
- Provide products that comply with MPI standards and listed in the MPI Approved Products List.

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- Low VOC.

099123 INTERIOR PAINTING

- Low VOC interior paint
- Provide products that comply with MPI standards and listed in the MPI Approved Products List.
- Paint interior finishes disturbed by new work, including CMU and Gypsum Board
- Painting inside one primer and two finish coats over all surfaces.
- Wood stains and transparent finishes.

DIVISION 10 – SPECIALTIES

101100 VISUAL DISPLAY SURFACES

- Chalkboards, markerboards, and tackboards.
- Composite wood products made without Urea Formaldehyde.
- Low Emitting to comply with LEED for Schools.
- Factory Assembled.

101200 DISPLAY CASES

- Recessed wall mounted display case units with internal lighting.
- Composite wood products made without Urea Formaldehyde.
- Low Emitting to comply with LEED for Schools.
- Factory Assembled.

10440 SIGNAGE

- Minimal directional signage and ADA signage

102113 TOILET COMPARTMENTS

- Pheonolic toilet and urinal partitions.
- Flame spread index 25.
- Brackets, hardware and accessories.

102800 TOILET AND BATH ACCESSORIES

- Toilet, sink and showers in Toilet/Locker rooms.
- Paper towel dispensers, toilet paper holders, trash receptacles, mirrors, grabbars, soap dispensers mounted at ADA compliant locations.
- Towel bars, toilet paper holders, rob hooks, electric hand driers, trash cans, sanitary napkin disposal, soap dispenser at new locker room.
- Janitor closet mop sink, mop holders, paper towel dispenses, and cleaning supply shelf.

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104413 FIRE PROTECTION SPECIALTIES

- Recessed fire extinguisher cabinets.
- Portable fire extinguishers.
- Fire detection and alarm system.

105113 METAL LOCKERS

- Athletic lockers, baked enamel finish.
- All welded construction, 0.048" backs, 0.060" tops, bottoms and shelves.
- Perforated sides and doors.
- Recessed door handle for combination locks.
- Closed base and filler panels.

DIVISION 11- EQUIPMENT

113100 RESIDENTIAL APPLIANCES

- Laundry washing and drying machine.
- Energy Star rated appliances.

116123 FOLDING AND PORTABLE STAGES

- Provide 18'x18' portable stage units.
- Solid plywood deck with polypropylene finish.
- Coupling edges.
- Guardrails and railing at stairs.

116143 STAGE CURTAIN

- Flame resistance NFPA 701
- Stage curtain fabrics.
- Steel Rigging tracks.
- Rigging accessories including supports, anchors, clamps, support cables.
- Draw curtain machine: Traction drive.

116623 GYMNASIUM EQUIPMENT

- Seismic performance for basketball backboards: ASCE/SEI 7
- Overhead supported folding backstops.
- Basketball equipment including nets, score board and shot clocks.
- Safety pads.
- Roll out gym floor cover: 3-ply fire retardant fabric, meets ADA slip resistance.
- Composite wood products are low emitting for LEED for Schools.

116653 GYMNASIUM DIVIDERS

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- Vinyl and mesh roll up divider with suspended roller.
- Wireless remote control.
- Recycled content.

DIVISION 12 - FURNISHING

124816 FOOT GRILLES

- Segmented metal foot grille with recessed frame.
- Aluminum grilles with tread rail top surface.
- Vinyl cushion system.

126600 TELESCOPING STANDS

- Provide telescoping bleacher style seating along north side of gymnasium.
- Wall attached, automatic power assisted, manually guided operation.
- Structural Performance: NFPA 102.
- Composite wood products are low emitting for LEED for Schools.
- Lumber bench with transparent finish.
- Safety rails and side closure panels.
- Integrated scorer's table.

DIVISION 14 – CONVEYING SYSTEMS

144119 CHAIR LIFT

- Unenclosed platform lift, two stops.
- Key-lock controls.
- 750 lb capacity.
- 115-volt motor, ASME A-18 compliant.

DIVISION 21 – FIRE PROTECTION

211313 WET PIPE SPRINKLER SYSTEM

- NFPA 13 Wet pipe sprinkler system
- Fire suppression piping system design shall be approved by authorities having jurisdiction.
- Engineering Responsibility: Preparation of working plans, calculations, and field test reports by qualified professional engineer.

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DIVISION 22 – PLUMBING

221113 FACILITY WATER DISTRIBUTION PIPING

- Piping to new plumbing fixture locations.
- Backflow preventers.
- Hosebibs and wall hydrants
- Drain valves
- Water meter.

221313 FACILITY SANITARY SEWERS

- Piping from new plumbing and appliance locations.
- Vent piping
- Clean outs and floor drains

223400 DOMESTIC WATER HEATER

- Electric water heater for existing school.
- Electric water heater for new facilities.

221413 FACILITY STORM DRAINAGE PIPING

- Piping from new roof drains.
- Rain barrels.
- Cleanouts.

224213 COMMERCIAL PLUMBING FIXTURES

- Water closets, urinals, laboratories.
- Faucets and showers
- Mop sink.
- Fixture supports.

224713 DRINKING FOUNTAINS

- Water coolers at Gymnasium. ADA accessible water coolers.

DIVISION 23 – MECHANICAL

230529 HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

- Hangers and supports.
- Fastener System.

230800 COMMISSIONING OF HVAC

- Commissioning Plan.
- System shall be verified for conformance to design documents in a detailed manner by qualified experienced personnel.

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- Coordination with CxA.
- Testing, adjusting, and balancing.
- Instrumentation shall be provided and operated by the agency performing the test.

231123 FACILITY NATURAL GAS PIPING

- Piping to new HVAC equipment.
- Piping and valves.
- Service meters.

233713 DIFFUSERS, REGISTERS, AND GRILLES

- Rectangular and linear diffusers.
- Adjustable registers and grilles.

238100 HEAT PUMPS

- VRV system with flush ceiling cassettes for classrooms
- Roof mounted master condenser units.
- Thermostats
- Refrigeration components

238223 UNIT VENTILATORS

- Gas fired Unit ventilators at Gymnasium and support space.
- Roof top gas fired units at existing building.

238239 WALL AND CEILING UNIT HEATERS

- Ceiling mounted unit heaters at Corridor locations in existing building.
- Unit heaters at building entries.

DIVISION 26 – ELECTRICAL

260526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

- Upgrade electrical system to provide power for new HVAC and addition.

260533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

- Upgrade electrical system to provide power for new HVAC and addition.
- Feed from new electrical room near existing building entry through building to gymnasium addition.
- Metal conduit and tubing.
- Metal troughs
- Enclosures and Cabinets.

262416 PANELBOARDS

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- Upgrade electrical system.
- Panel boards in new electrical room near existing building entry.
- Panel at Gymnasium addition.

261400 WIRING DEVICES

- For relocation of existing fixtures.
- Receptacles, switches, and wall plates.

265100 INTERIOR LIGHTING

- Quality Standard for Fixtures in Hazardous Locations: FM Global
- Quality Standard for Emergency Fluorescent Power Units: UL 924.
- Ballasts.
- Direct/Indirect suspended linear fluorescent fixtures in classrooms.
- UL rated fixtures in wet areas.
- High bay HID suspended fixtures at gymnasium.
- Track lighting at new entry.
- Recessed linear fluorescent fixtures at corridors.
- Exit signs: self powered.
- Emergency Lighting, self contained maintenance free.
- Light fixture support components.

265600 EXTERIOR LIGHTING

- Exterior Dark Skies fixtures at new entry and gymnasium.
- Quality Standard AASHTO LTS-4-M.

DIVISION 31 – EARTHWORK

311000 SITE CLEARING

- Preparation for utility work.
- Protect existing vegetation to remain.
- Temporary erosion and sedimentation control measures.

312000 EARTHMOVING

- Prep site for footings and slab on grade.
- Stormwater management.
- Drainage course for concrete slab on grade.
- Disposal of surplus and waste materials.
- Backfilling, and compaction.

DIVISION 32 - EXTERIOR IMPROVEMENTS

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321313 PORTLAND CEMENT CONCRETE PAVING

- Concrete paving at entries.
- Curbs, gutters and walkways.
- Quality standard ACI 301.
- Reinforcement with recycled content.
- Medium to fine textured broom finish.

329200 LAWNS AND GRASSES

- Seed and straw open space north of gymnasium and around new and construction.
- Planting at new entry planters.
- Erosion control materials.
- Grasses, trees, mulches.
- Weed control barriers
- Planter drainage gravel and filter fabric.

DIVISION 33 - UTILITIES

334100 STORMDRAINAGE

- Stormwater management.
- Storm drainage piping.
- Cast iron soil pipe and fittings.