
OUR LADY OF PERPETUAL HELP
1604 Morris Road, S.E.
Washington, D.C. 20020

LEASE AGREEMENT

by and between

DONALD W. WUERL, ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON, AND HIS
SUCCESSORS IN OFFICE, A CORPORATION SOLE,
as Landlord

and

WASHINGTON MIDDLE SCHOOL FOR GIRLS

as Tenant

dated

June 6, 2013

SEP 10

GSDOCS\2231090.5

i

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18602
EXHIBIT NO. 28

Board of Zoning Adjustment
District of Columbia
CASE NO.18602
EXHIBIT NO.28

TABLE OF CONTENTS

	<u>Page</u>
LEASE AGREEMENT	1
ARTICLE 1 PREMISES.....	1
ARTICLE 2 TERM.....	1
ARTICLE 3 DELIVERY OF THE PREMISES TO TENANT	2
ARTICLE 4 ACCEPTANCE OF THE PREMISES BY TENANT	2
ARTICLE 5 RENTAL.....	2
ARTICLE 6 OPERATION AND MAINTENANCE OF COMMON AREA.....	3
ARTICLE 7 SERVICES BY LANDLORD	6
ARTICLE 8 UTILITIES.....	7
ARTICLE 9 USE OF PREMISES AND OPERATION OF TENANT'S BUSINESS.....	8
ARTICLE 10 LAWS, ORDINANCES, AND REQUIREMENTS OF PUBLIC AUTHORITIES	10
ARTICLE 11 OBSERVANCE OF RULES AND REGULATIONS.....	10
ARTICLE 12 ALTERATIONS AND TENANT IMPROVEMENTS.....	10
ARTICLE 13 LIENS	12
ARTICLE 14 REPAIRS	13
ARTICLE 15 INSURANCE.....	13
ARTICLE 16 DAMAGE BY FIRE OR OTHER CASUALTY	16
ARTICLE 17 CONDEMNATION.....	17
ARTICLE 18 ASSIGNMENT AND SUBLETTING.....	18
ARTICLE 19 INDEMNIFICATION.....	19
ARTICLE 20 SURRENDER OF THE PREMISES	20
ARTICLE 21 ESTOPPEL CERTIFICATES.....	21
ARTICLE 22 SUBORDINATION.....	21
ARTICLE 23 DEFAULT AND REMEDIES.....	22
ARTICLE 24 SECURITY DEPOSIT.....	24
ARTICLE 25 ATTORNEYS' FEES AND LEGAL EXPENSES	24
ARTICLE 26 NOTICES.....	24
ARTICLE 27 LANDLORD'S LIEN AND SECURITY INTEREST	25
ARTICLE 28 WAIVER OF RIGHT TO TRIAL BY JURY.....	25
ARTICLE 29 LANDLORD EXCULPATION.....	25
ARTICLE 30 NET LEASE	26
ARTICLE 31 MISCELLANEOUS	26
ARTICLE 32 RENEWAL OPTION	28
ARTICLE 33 PARKING AREA	29
ARTICLE 34 PERSONAL PROPERTY.....	29
ARTICLE 35 SIGNAGE	29
ARTICLE 36 TERMINATION.....	30

be brought in the court of appropriate jurisdiction in the District of Columbia. Should any provision of this Lease require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this Lease and that legal counsel was consulted by each party hereto before the execution of this Lease.

Section 32.14. Exhibits. The exhibits (and any schedules thereto) referred to in the Basic Lease Information are by this reference incorporated fully herein. The term "this Lease" shall be considered to include all such exhibits.

Section 32.15. "Including" Does Not Limit. The words "include," "includes" and "including" shall not be limiting and shall be deemed in all instances to be followed by the phrase "without limitation."

Section 32.16. Financial Reports. Intentionally Deleted.

Section 32.17. Time of the Essence. Time is of the essence with respect to each of Landlord's and Tenant's obligations under this Lease.

Section 32.18. Right of First Refusal. Notwithstanding anything in this Lease to the contrary, Landlord shall not at any time during the Term or any Renewal Period sell or convey or agree to sell or convey the Building without first having complied with the requirements of this Section 32.18. Provided that no Event of Default exists and is continuing, if Landlord shall desire to sell or convey the Building and Landlord shall obtain an offer from a third party, acceptable to Landlord, to purchase the Building (an "Offer"), then Landlord shall submit a written copy of the Offer to Tenant and shall give Tenant fifteen (15) days within which to elect to (i) terminate the Lease at Tenant's discretion, or (ii) purchase the Building on the precise terms and conditions of the Offer (except that if the Offer shall be in whole or in part for consideration other than cash, Tenant shall have the right to pay in cash the fair market value of such non-cash consideration), or (iii) neither terminate this Agreement nor elect to purchase the Building and allow the Building to be sold to a third party. In the event Tenant shall elect not to so purchase the Building, Landlord may thereafter sell the Building only to the party making the Offer or its assignee(s) and only in accordance with the terms thereof.

ARTICLE 33

RENEWAL OPTION

See Section 2.02

ARTICLE 34

PARKING AREA

At no cost to Tenant, during normal business hours throughout the Term and any Renewal Periods, Tenant shall have exclusive use of at least fifteen (15) parking spaces for Tenant and Tenant's employees and invitees, as designated on Exhibit E ("Tenant's Parking

Spaces"). Notwithstanding the foregoing, if Tenant's enrollment expands significantly during the Term, Landlord and Tenant agree to increase that such minimum number of Tenant's Parking Spaces. Upon Landlord's prior consent, Tenant shall have the right to erect or paint signage designating Tenant's Parking Spaces at Tenant's expense. Landlord and Tenant shall share all remaining parking areas shown on Exhibit E (the "Parking Area") at no cost, subject to the provisions hereof. Landlord and Tenant shall abide by all Legal Requirements and all rules and regulations reasonably promulgated by Landlord from time to time in connection with the use of the Parking Area. Subject to Landlord's right to access and use the Parking Areas as set forth in this Lease, Tenant shall have the right to temporarily block off portions of the Parking Area for use as playground and assembly space for the children on weekdays or other times when Tenant's school is open, upon prior written consent of Landlord's Representative. Tenant shall not block off the Parking Areas in such a manner as to deny Landlord or its invitees access to Parking Areas or to prevent ingress and egress from Parking Areas to public streets.

ARTICLE 35

PERSONAL PROPERTY

Section 35.01. Use of Furniture and Equipment. During the Term and any Renewal Periods, Tenant shall have the option, at no additional cost or expense, to use of any furniture, and equipment which are provided by Landlord for Tenant's use on or by the Commencement Date. Tenant shall accept or reject all Personal Property furnished by the Landlord in as-is condition, without representation or warranty from Landlord. If rejected by Tenant, Landlord shall remove all such furniture and equipment from the Premises on or before the Commencement Date. If accepted by Tenant, Tenant shall maintain the Personal Property in substantially the same condition as of the date of Tenant's receipt, throughout the Term, reasonable wear and tear, casualty and condemnation excepted. In the event Tenant decides to replace the Personal Property, Tenant shall first notify Landlord's Representative and, if Landlord notifies Tenant that Landlord does not want such property, or does not respond to Tenant's notice within five (5) business days, Tenant shall have the right to remove it from the Premises.

ARTICLE 36

SIGNAGE

Tenant, at Tenant's sole cost and expense, shall have the right to install three (3) or more signs (the "Permitted Exterior Signage") on the exterior of the Building identifying Tenant's business, provided that (i) the Permitted Exterior Signage is permitted under all Legal Requirements of the District of Columbia and any other governmental authorities having appropriate jurisdiction over the Building, (ii) the Permitted Exterior Signage conforms to all such laws, rules and regulations, and to the terms and conditions hereinafter set forth, (iii) Tenant has obtained all permits, licenses and approvals that may be required in order to install the Permitted Exterior Signage, and (iv) the Permitted Exterior Signage has been approved in writing by Landlord's Representative (such approval not to be unreasonably withheld, conditioned or delayed). The exact dimensions and locations of the Permitted Exterior Signage shall be approved by Landlord's Representative, acting reasonably, and the exact design of the Permitted Exterior Signage shall be subject to Landlord's prior review and prior written approval

EXECUTED under seal as of the date first written above.

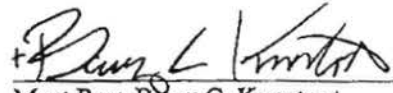
LANDLORD:

WITNESS/ATTEST

DONALD W. WUERL, ROMAN CATHOLIC
ARCHBISHOP OF WASHINGTON, AND HIS
SUCCESSORS IN OFFICE, A
CORPORATION SOLE


Print Name: Timothy J. Whitney

By:


Most Rev. Barry C. Knestout
Moderator of the Curia/Vicar General

TENANT:

WITNESS/ATTEST

WASHINGTON MIDDLE SCHOOL FOR GIRLS

Print Name: Mary Boudon, RSM
Head of School

By:

Name:

Title:

Mary Boudon, RSM
Head of School



District of Columbia: SS
Subscribed and sworn to before me, in my presence,
this 10th day of June, 2013
Regina C. Collins
Regina C. Collins, Notary Public, D.C.
My commission expires December 14, 2017.

Maryland
Calvert) ss:

Before me, a Notary Public in and for the jurisdiction aforesaid, on this date personally appeared Most Rev. Barry C. Khestout Moderator of the Curia and Vicar General for DONALD W. WUERL, ROMAN CATHOLIC ARCHBISHOP OF WASHINGTON, A CORPORATION SOLE, and personally well known to me as such person named in the foregoing Instrument dated June 10, 2013, and acknowledged the Instrument to be his act and deed.

WITNESS my hand and official seal on June 10, 2013

Brenda A. Spencer [SEAL]
Notary Public

My commission expires: 6/16/2016

_____) ss:
_____)

Before me, a Notary Public in and for the jurisdiction aforesaid, on this date personally appeared Mary Bouedon of WASHINGTON MIDDLE SCHOOL FOR GIRLS, and personally well known to me as such Head of School of WASHINGTON MIDDLE SCHOOL FOR GIRLS, named in the foregoing Instrument dated 06/10, 2013, and acknowledged the Instrument to be the act and deed of WASHINGTON MIDDLE SCHOOL FOR GIRLS.

WITNESS my hand and official seal on 6/10, 2013.

Regina C. Collins [SEAL]
Notary Public

My commission expires: 12/14/17



REGINA C. COLLINS
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires December 14, 2017