ARTER & HADDEN
ATTORNEYS AT LAW

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Austin
Cleveland
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Sacramento

1801 K Street, N.W., Suite 400K
Washington, D.C. 20006-1301
telephone 202.775.7100
facsimile 202.857.0172

San Antonio
San Diego
San Francisco
Washington, D.C.
Woodland Hills
Affiliated Offices
Brussels, Belgium
Geneva, Switzerland

Direct Dial: (202) 775-7130
Internet: mdobbins@arterhadden.com

May 31, 2000

Ms. Sherri Pruitt-Williams
Secretary
Board of Zoning Adjustment
441 4th Street, NW
Suite 210
Washington, D.C. 20001

'00 MAY 31 P12:02

RE: BZA Application No. 16556
The Jewish Primary Day School

Dear Ms. Pruitt-Williams:

Enclosed are copies of the leases for the properties that are the subject of the BZA application cited above. The BZA determined that these items should be submitted in order for the Final Order in this case to be released.

The License Agreement for Ohev Sholom Talmud Torah Congregation contains the non-renewable language requested by the Board on Page 23, Clause No. 25. The Lease for Chevrah Tifereth Israel, Inc. contains the requested language on Page 2, Clause 1.b.

Please advise whether these documents are required to be served on the parties. There appears to be no need for a response. Additionally, please advise when the Final Order will be issued.

Sincerely,

Madeliene H. Dobbins
Not admitted in D.C.

Enclosures

BZA
Case No. 16556
Exhibit No. 343

Board of Zoning Adjustment
District of Columbia
CASE NO.16556
EXHIBIT NO.343

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this the 26th day of May, 2000, by and between OHEV SHOLOM TALMUD TORAH CONGREGATION, a D.C. corporation, hereinafter referred to as "OSTT," and the JEWISH PRIMARY DAY SCHOOL OF THE NATION'S CAPITAL, a D.C. corporation, hereinafter referred to as "JPDS."

WITNESSETH:

WHEREAS, OSTT is the owner of certain real estate located at 1600 Jonquil Street, N.W., Washington, D.C. 20012, also known as 7712 Sixteenth Street, N.W., Washington, D.C. 20012, comprising a synagogue building together with parking and open areas abutting an adjacent alley (hereinafter the "Building") and constructed on two levels; on the upper level are the Main Sanctuary seating about 750 persons, a chapel seating about 115 persons, two libraries (or conference rooms), several offices, and a large classroom; on the fully finished lower level are the social hall with full stage, custodian's apartment, coat room, and storage rooms; the lower level opens to both parking and play areas; and

WHEREAS, OSTT and JPDS have through extensive negotiations arrived at agreeable terms and conditions upon which OSTT grants a license to JPDS and JPDS accepts the license from OSTT;

NOW, THEREFORE, OSTT and JPDS hereto intending to be legally bound hereby do covenant and agree as follows:

1. **Building**. OSTT hereby grants a license to share occupancy of the Building to JPDS for the term and upon the conditions, covenants, and agreements hereinafter provided. [redacted]

2. **Term**. The term of this License Agreement (hereinafter the "Term") shall be for a period of one year and one month commencing June 1, 2000, and expiring midnight on the 30th day of June, 2001. School is expected to start the first week of September, 2000.

3. **Shared Expenses**. [redacted]

4. **Utilities**. [redacted]

[redacted]

5. **Taxes**. [redacted]

6. **Use of the Building**.

a. **Lawful Purposes**. The JPDS will share use and occupancy of the Building with OSTT solely for the operation of a Jewish primary day school generally in a school year that extends from September through June ("Operation"). The said Operation shall at all times be conducted in accordance with the use permitted under applicable zoning regulations and the occupancy permit as issued to the JPDS. Without the prior written consent of the OSTT, the Building will not be used for any other purposes. JPDS will not use or occupy the Building nor permit the usage of said

premises by any person whomsoever for any unlawful purpose whatsoever. JPDS will comply with all present and future laws, ordinances, regulations, rulings and orders of the District of Columbia and its agencies and with all present and future laws, ordinances and regulations of the United States of America and any other public authority having jurisdiction over the premises and the JPDS Operation.

b. **School Hours**. The parties will cooperate to promote the enjoyment of the premises in the interests of both parties. [redacted]

c. **Discontinuance of Use**. In the event that the JPDS discontinues its Operation for more than 30 consecutive days during the Term of this License, the OSTT may, at its option, consider such discontinuance as a default under the terms of this License and proceed with its remedies as hereinafter more fully set forth.

d. **Kashrut**. JPDS has no present intention of using the three kitchens in the Building. In any event, JPDS shall not bring any food into the Building except that supplied by a caterer approved by OSTT. Staff and students of JPDS may bring into the Building *milchig* or *parve* lunches for their personal

consumption so long as the lunches are stored during the morning in backpacks, lockers or in a refrigerator supplied by JPDS.

7. **Assignment and Subletting.** This License is issued solely for the exclusive use of JPDS. JPDS will not assign or transfer this License or otherwise permit its use by any other person or entity without obtaining the prior written consent of OSTT, which consent will be granted at the sole discretion of OSTT. OSTT retains the exclusive authority to grant another or different license to share the use and occupancy of the Building, provided such other license does not interfere with the JPDS use of the Building. JPDS will not allow any assignment or transfer of this License or the right of any occupancy herein to be effected by operation of law or otherwise without the prior written consent of OSTT. Consent by OSTT of any assignment or subletting shall not be construed as a waiver or release of JPDS from the terms of any covenant or obligation contained in this License, in which event JPDS shall at all times during the term of this License or any extension thereof remain responsible for the performance of all clauses and covenants herein contained including the payment of all shared expenses required to be paid hereunder. The collection or acceptance of shared expenses by OSTT from any assignee, subtenant or occupant shall not constitute a waiver or release of JPDS from any covenant or obligation contained in this License, nor shall any such assignment or subletting be construed to relieve JPDS from obtaining the consent in writing of OSTT to any further assignment or subletting.

8. Maintenance of the Premises.

a. JPDS Obligation. [redacted] All damage or injury to the Building or its fixtures, equipment and or appurtenances whether necessitating structural or non-structural repairs caused by or resulting from any and all actions, carelessness, omissions, neglect or improper conduct of JPDS, its students, agents, employees, invitees, and licensees will be repaired or replaced promptly at JPDS's sole cost and expense.

b. Occasional Maintenance. OSTT shall have responsibility for maintaining and repairing the exterior of the Building including the roof. JPDS accepts the heating, electrical, plumbing and air conditioning systems and equipment of the Building ("Mechanical Systems") in an "AS IS" condition. [redacted] Neither party under this License undertakes to make major capital replacements or improvements to Mechanical Systems during the Term of this license. Consistent with OSTT's existing

agreements on maintenance of the heating and air-conditioning systems and equipment, JPDS agrees to use [redacted]

c. **Routine Maintenance**. JPDS shall arrange for and pay for its regular trash removal and rodent and insect control as needed. JPDS shall clean those portions of the building which have been used to any extent by JPDS during the day at least once a day Monday through Friday. The Friday cleaning shall occur prior to the start of *Shabbos*. Any cleaning on the eve of a Jewish Holy Day shall occur prior to the start of the Holy Day at sundown. JPDS shall arrange for and pay for water treatment of the heating/air conditioning system. OSTT shall determine in consultation with JPDS when the heating season shall begin and end, and JPDS shall pay the cost of annual conversion from heating to air conditioning and back to heating. The parties recognize that once conversion from heating to air conditioning occurs the heating system is no longer available in the Building until the next heating season; and likewise that once a conversion occurs from air conditioning to heating that the air conditioning is no longer available until the next air conditioning season.

9. **JPDS Construction.**

a. **Permission for Construction.** JPDS will not make any alteration, addition, improvement, construction, renovation, repair or upgrade, structural or otherwise, in or to the Building (herein "Construction") without the prior written consent of OSTT. All such Construction permitted by OSTT must be performed pursuant to and in accordance with Federal and D.C. Code requirements and shall conform to all rules and regulations established from time to time by the underwriters' associations

in the District of Columbia. JPDS shall deliver a copy of any Construction plans to OSTT at the same time it submits such plans to any government entity. If any mechanic's or materialmen's lien is filed against the property, land or Building, for work claimed to have been done for or materials claimed to have been furnished to JPDS, such lien shall be discharged by JPDS within fifteen(15) days thereafter, at JPDS's sole cost and expense, by the payment thereof or by filing any bond required by law. If JPDS shall fail to discharge any mechanic's or materialmen's lien, OSTT may at its option discharge the same and treat the cost thereof plus interest at prime rate as additional shared expenses payable with the installment of shared expenses next coming due. It is expressly covenanted and agreed that such discharge by OSTT shall not be deemed to waive or release the default of JPDS in failing to discharge the same. It is understood and agreed that in the event OSTT shall give its written consent to JPDS's performing Construction, such written consent shall not be deemed and is not intended by the parties hereto to be an agreement or consent by OSTT to subject OSTT's interest in the property and the improvements thereon, to any mechanic's or materialmen's lien which may be filed in respect of any such Construction made by or on behalf of JPDS, and any contract for Construction entered into by JPDS shall expressly so provide.

b. **Construction Schedule**. The parties are aware that several items of Construction are planned by JPDS. JPDS shall present its request for approval of Construction to OSTT prior to the submission of plans to any government entity for its approval, and at least 10 days prior to the start of Construction. Any and all Construction by JPDS shall be at its sole cost; and JPDS has no authority to act as agent for OSTT or to undertake any

Construction at the cost to OSTT or in any way render OSTT liable to any contractor or worker. JPDS shall require each contractor for Construction to provide OSTT with proof of adequate insurance coverage, including liability and workers compensation. [redacted]

c. **Indemnification.** JPDS will indemnify and hold OSTT harmless from and against any and all expenses, liens, claims or damages to persons or Building which may or might arise directly or indirectly by reason of the Construction by JPDS.

d. **Insurance During Construction**. Over and above the liability insurance required under the provisions of paragraph 12.a., JPDS will during the period of Construction purchase and provide liability insurance naming OSTT as co-insured to protect it against claims for injury, damage, or loss to persons or property. All Construction in or to the premises or the Building made by either OSTT or JPDS shall immediately become the property of OSTT and shall at the sole option of OSTT remain upon and be surrendered with the Building as a part thereof upon termination of the license or removed by JPDS in accordance with paragraph 9.e. below.

e. **Removal of Construction**. On or before 60 days prior to the end of the Term, OSTT shall submit to JPDS a list in writing of the Construction in the Building made by JPDS to be removed or

restored to the condition that existed at the commencement of the Term. All such restoration, including removal of furniture, furnishings, equipment, and supplies shall be completed by JPDS within 30 days after the end of the Term.

10. **Bond**. [redacted]

11. **Inspection**. JPDS will permit OSTT, including its agents or representatives, to enter the Building at all reasonable times without diminution of any payment of shared expenses by JPDS to examine, inspect and protect the Building. OSTT may require JPDS to make such emergency repairs as in the sole judgment of OSTT may be necessary. OSTT may exhibit the Building to prospective licensees at any time during the Term of this License.

12. **Insurance.**

a. **Liability Insurance.** JPDS shall at all times carry public liability insurance with a company or companies licensed to do business in the District of Columbia and approved by the OSTT, and such policy shall name OSTT as an additional insured. The minimum initial amount of such coverage shall be [redacted]

b. **Fire and Casualty Insurance.** Prior to September 1, 2000, JPDS shall provide to OSTT verified documentary evidence of costs incurred by it in making improvements to the Building and such other data as may be required by OSTT's insurer in order to increase its fire and casualty insurance to cover the JPDS improvements. JPDS shall reimburse OSTT upon presentation of a bill by OSTT for the additional premium for fire and casualty insurance in the name of OSTT on the additions and improvements made by JPDS to the Building in amounts as presently in force with provision for normal inflationary increase. JPDS shall carry insurance coverage against fire or other casualty damage to the inventory and other assets of JPDS located in the Building or for any other damage incurred by JPDS as a result of occupancy of the Building or damage or destruction to the Building. Said insurance covering merchandise and inventory shall be maintained in minimum amount of [redacted] at all times and shall name OSTT as additional insured. The current and renewal original fire insurance policy and Certificates of Insurance for all other policies shall be delivered to OSTT and renewal fire policy and Certificate of Insurance delivered to OSTT twenty (20) days prior to expiration date.

c. **Accidental Injury**. JPDS shall carry an accidental injury policy showing OSTT as an additional insured under the policy.

d. **Insurance Policies.** JPDS agrees to provide endorsements for all insurance policies agreeing to the waiver of subrogation as required. Receipts evidencing payment for all insurance shall be delivered to OSTT [redacted] and each policy shall contain an endorsement that will prohibit its cancellation prior to the expiration of [redacted] days after notice of such proposed cancellation to OSTT.

13. **Telephone Service**. The payment of all telephone costs, including installation of new telephone service and required deposits in connection with the occupancy and use of the Building by JPDS, shall be the sole responsibility of JPDS and paid for by JPDS. Interruption to any utility or telephone services whatsoever shall not give rise to any liability on part of OSTT.

14. **Parking**. JPDS and OSTT agree that at least five parking spaces designated by OSTT shall be reserved in the rear of the Building for both the exclusive use of OSTT staff, officers, members and guests and for short-term parking of either party. All other spaces shall be available for the joint use of both parties, including use by JPDS to meet the all-day or long term parking needs of its officers, staff, guests and invitees. The intent of the parties is to avoid interference with the daily minyans. The morning minyan typically concludes about 7:30 a.m. each weekday, except for Rosh Chodesh when it concludes about 7:45 a.m.

15. Liability of OSTT.

a. **No Liability.** OSTT shall not be liable to JPDS, its students, employees, agents, contractors, invitees, licensees, clients, family members or guests for any damage, compensation or claim arising from the necessity of repairing or maintaining any portion of the Building, the interruption in the use of the Building, accidents or damage resulting from the use or operation (by OSTT, JPDS or any other person or persons whatsoever) of heating, cooling, electrical or plumbing equipment or apparatus, or the termination of the License by

reason of the destruction of the Building, or from any fire, robbery, theft, and/or any other casualty, or from any leakage in any part or portion of the Building, or from water, rain or snow that may leak into, or flow from any part of the Building, or from drains, pipes, or plumbing work in the Building, or from any other cause whatsoever or for any personal injury arising from the use, occupancy and condition of the Building, unless any of the foregoing is caused by the negligence of OSTT employees, agents or contractors (other than independent contractors), or a willful act or willful failure to act on the part of the OSTT to perform any specific duty assumed by or reserved to OSTT under the terms of this License. JPDS shall not be entitled to any abatement or diminution of Rent as a result of any of the foregoing occurrences, nor shall the same release JPDS from its obligations hereunder. JPDS acknowledges that OSTT will not carry insurance on JPDS's furniture, furnishings, fixtures, equipment and/or improvements in or to the Building. It is understood and agreed that JPDS shall look to its business interruption, and Building damage and other insurance policies as more fully hereinbefore detailed, and not to OSTT, its agents or employees, for any reimbursement for any damages or losses incurred as a result of any of the foregoing occurrences, and that policies must contain waiver of subrogation clauses.

b. **Indemnity.** (i) JPDS hereby agrees to indemnify and hold OSTT harmless from and against any cost, damage, claim, liability or expense (including reasonable attorneys' fees) incurred by or claimed against OSTT or any agent or employee or OSTT, directly or indirectly, which is occasioned by or results from any default hereunder or any willful or negligent act on the part of JPDS, its students, agents, employees, contractors, invitees, licensees, clients, family members, and guests, or as

a result of or in any way arises from JPDS's use and occupancy of the Building or in any other manner which relates to the JPDS Operation. Any such costs, damages, claim, liability or expense incurred by OSTT, its agents or its employees for which JPDS is obligated to indemnify OSTT shall be deemed additional shared expenses due and payable by JPDS to OSTT in accordance with the terms of this license.

(ii) OSTT hereby agrees to indemnify and hold JPDS harmless from and against any cost, damage, claim, liability or expense (including reasonable attorneys' fees) incurred by or claimed against JPDS or any agent or employee of JPDS that is occasioned by or results from any willful or negligent act on the part of OSTT agents, employees and contractors (other than independent contractors).

16. **Damages**

a. **Damage to Building and Contents.** If the Building or its contents shall be partially damaged by fire or other cause, this License shall not be terminated and OSTT shall as soon as practicable after such damage occurs, using the net fire insurance settlement proceeds (after payment of adjusting company charges), repair such damage (taking into account the time necessary for the OSTT or any adjusting company employed by OSTT to effect the necessary settlement with any insurance company involved and for such other delays as may result from government restrictions, controls on construction, if any, and from strikes, emergencies or other conditions beyond the control of OSTT). During such period there shall be no abatement of shared expenses which shall continue due and payable by JPDS to OSTT. In no event shall OSTT have any obligation or

responsibility to repair or restore the premises damaged by fire beyond the net fire insurance settlement proceeds. If the Building is damaged by fire or other cause to such extent that the damage cannot be fully repaired within [redacted] days from the date of the incident, either party upon written notice to the other party may at its option terminate this License, in which event the shared expenses shall be apportioned and paid to the date of such damage, and the proceeds of the fire settlement covering other than the inventory and other assets of JPDS referenced in paragraph 12.b. shall become the sole property of OSTT for use in such restoration as it shall deem appropriate. In the event of any injury or damage to the Building caused by JPDS or by its students, agents, employees, contractors, invitees, licensees, customers, clients, family members or guests, then JPDS shall diligently and as soon as practicable after such damage occurs, repair such damage. If JPDS shall fail to do so, OSTT shall have the right to make such repairs or replacements, and any costs or expense so incurred by OSTT shall be paid by JPDS and shall become additional shared expenses, together with interest at prime to date of payment.

b. **Condemnation.** If the whole or substantial part (as hereinafter defined) of the Building or land, or the use or occupancy of the Building or land, shall be taken or condemned by any governmental authority for any public or quasi- public purpose (including sale under the threat of such taking), then the terms of this License shall cease and terminate as of the date when title vests in such governmental or quasi-governmental authority. If less than a substantial part of the Building or land is taken or condemned by any governmental or quasi-governmental authority for any public or any quasi-public use or

purpose, including sale under threat of such a taking, the shared expenses shall be equitably adjusted (on the basis of the number of square feet before and after such event) on the date when title vests in such governmental or quasi-governmental authority and this License shall otherwise continue in full force and effect. JPDS shall have no claim against OSTT (or otherwise) and hereby agrees to make no claim against the condemning authority for any portion of the amount that may be awarded as damage as a result of any governmental or quasi-governmental taking or condemnation (or sale under threat of such taking or condemnation) or for the value of any unexpired term of the License or for loss of profits or moving expenses or for any other claim or cause of action, except for JPDS personal property, so long as such award for personal property shall not be in diminution of the award to OSTT for the taking. For purposes of this Section, a substantial part of the Building shall be considered to have been taken if more than fifty percent (50%) of the Building is acquired as a direct result of the taking.

17. **Bankruptcy:**

a. **Events of Bankruptcy.** The following shall be "Events of Bankruptcy" under this License:

(i) JPDS's becoming insolvent, as that term is defined in the United States Bankruptcy Code, 11 U. S. C. 101 *et seq.* (the "Bankruptcy Code"), or under the insolvency laws of any state, district, commonwealth or territory or the United States (the "Insolvency Laws");

(ii) The appointment of a receiver, trustee, conservator or custodian for all or a substantial portion of JPDS's property or assets, or the institution of a foreclosure action on all or a substantial portion of JPDS's real or personal property which is not dismissed within sixty (60) days;

(iii) The filing of a voluntary petition by JPDS under the provisions of the Bankruptcy Code or Insolvency Laws;

(iv) The filing of an involuntary petition against JPDS as that subject is dealt with under the Bankruptcy Code of Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order against the debtor, whichever is latest; or

(v) JPDS's making or consenting to an assignment for the benefit of creditors or common law composition with creditors.

b. **OSTT's Remedies.** Should an Event of Bankruptcy occur under this License, OSTT may pursue any or all of the following remedies subject to the restrictions of paragraph 23:

(i) **Termination of License.** Upon the occurrence of an Event of Bankruptcy, OSTT shall have the right to terminate this License by giving written notice to JPDS, whereupon JPDS shall be immediately obligated to quit the Building. If OSTT elects to terminate this License, everything contained in this License on the part of the OSTT to be done and performed shall cease without prejudice, subject, however, to the right of OSTT to recover from JPDS all unpaid shared expenses and any other sums accrued up to the time of termination of recovery or possession

by OSTT, whichever is later, and for any other monetary damages or loss sustained by OSTT.

(ii) **Suit for Possession.** Upon termination of this License pursuant to 17(b)(i), OSTT may proceed to recover possession under and by virtue of the provisions of the laws of the District of Columbia, or by such other proceedings, including reentry and possession, as may be available or applicable.

(iii) **Relicensing of Premises.** Upon termination of this License pursuant to Section 17(b)(i), OSTT shall have the option to relicense the Building for such shared expenses and upon such terms as are not unreasonable under the circumstances and, if the full shared expenses reserved under this License (and any of the costs, expenses or damages, indicated below) shall not be realized by OSTT, JPDS shall be liable for all damages sustained by OSTT, including, without limitation, deficiency in payment of shared expenses, reasonable attorney's fees, brokerage fees and expenses of placing the Building in condition to be licensed to another tenant. OSTT, in putting the premises in good order or preparing the same for relicense, may, at OSTT's option, make such alterations, repairs, or replacements in the Building as OSTT in its sole judgment considers advisable and necessary for the purpose of relicensing the Building, and the making of such alterations, repairs, or replacements shall not operate or be construed to release JPDS from liability hereunder as aforesaid. OSTT shall in no event be liable in any way whatsoever for failure to relicense the Building, or in the event that the Building is relicensed, for failure to collect the shared expenses under such relicensing; and in no event shall JPDS be entitled to receive the excess, if any, of such net shared

expenses collected over the sums payable by JPDS to OSTT hereunder.

(iv) **Monetary Damages.** Any damage or loss of shared expenses sustained by OSTT as a result of an Event of Bankruptcy may be recovered by OSTT, at OSTT's option, at the time of relicensing, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relicensings, or at OSTT's option, in a single proceeding deferred until the expiration of the term of this License (in which event JPDS hereby agrees that the cause of action shall not be deemed to have accrued until the date of expiration of said Term) or in a single proceeding prior to either the time of relicensing or the expiration of the Term of this License, in which event JPDS agrees to pay OSTT the difference, if any, between the present value of the shared expenses reserved under this License on the date of breach and the fair market value of the License on the date of breach discounted at [redacted] percent [redacted] per annum. In the event JPDS becomes the subject debtor in a case under the Bankruptcy Code, the provisions of this Section may be limited only to the extent of any limitations of damage provisions of the Bankruptcy Code.

18. **Default**

a. **Default of JPDS**. If JPDS shall fail to pay any installment of shared expenses for a period of [redacted] days from due date or any of the other charges required of JPDS to be paid as set forth in this License (although no written or formal demand has been made therefore), or shall violate or fail to perform any of the other conditions, covenants or agreements herein made

by JPDS, and such other violation or failure shall continue for a period of [redacted] days then and in any of said events upon ten days written notice this License shall, at the option of OSTT, cease and terminate and shall operate as a notice to quit -- any notice to quit, or of OSTT's intention to reenter, being hereby expressly waived -- and OSTT may proceed to recover possession in accordance with the procedures described in paragraph 23. If OSTT elects to terminate this License, everything herein contained on the part of OSTT to be done and performed shall cease without prejudice, however, to the right of OSTT to recover from JPDS all shared expenses accrued up to the time of termination or recovery or possession by OSTT and future expenses as more fully hereinafter detailed.

b. **Relicense**. Should this License by reason of JPDS's default as hereinabove provided terminate, or if JPDS shall abandon or vacate the premises before the expiration or termination of the Term of this License, OSTT may but shall not be obligated to relicense the premises for such shared expenses and upon such terms as are not unreasonable under the circumstances and, if the full shared expenses hereinabove provided shall not be realized by OSTT, JPDS shall be liable for all damages sustained by OSTT, including, without limitation, deficiency in payment of shared expenses, reasonable attorneys' fees, other collection costs and all expenses of placing the premises in suitable condition for relicensing. Any damage or loss of shared expenses sustained by OSTT may be recovered by OSTT, at OSTT's option, at the time of the relicensing or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relicensings, or, at OSTT's option, may be deferred until the expiration of the term of this License, in which event the cause of action shall not be deemed

to have accrued until the date of expiration of said term.

c. **Cumulative remedies**. All rights and remedies of OSTT under this License shall be cumulative and shall not be exclusive of any other rights and remedies provided to OSTT under applicable law. With respect to any obligation arising from this License Agreement or in connection therewith, OSTT shall look solely to the assets of JPDS (including without limitation the [redacted] bonds of paragraph 10) and not to those of any shareholder, director, or officer of JPDS for satisfaction of any remedies of OSTT in the event of a breach by JPDS of any of its obligations hereunder.

19. **Waiver**. If under paragraph 23 hereof OSTT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of OSTT's rights hereunder. No waiver by OSTT of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by JPDS or receipt by OSTT of a lesser amount than the installments of shared expenses herein stipulated shall be deemed to be other than on account of the earliest stipulated shared expenses nor shall any endorsement or statement on any check or letter accompanying a check for payment of shared expenses be deemed an accord and satisfaction, and OSTT may accept such check or payment without prejudice to OSTT's right to recover the balance of such shared expenses or to pursue any other remedy provided in this License. No reentry by OSTT, and no acceptance by OSTT of keys from JPDS, shall be considered an acceptance of a surrender of the License.

20. **No Partnership**. Nothing contained in this License shall be deemed or construed to create a partnership or joint venture between OSTT and JPDS, or to create any other relationship between the parties hereto other than that of licensor and licensee.

21. **No Representations by OSTT.** Neither OSTT nor any agent or employee of OSTT has made any representations or promises with respect to the Building except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by JPDS except as herein expressly set forth. The JPDS, by taking common possession of the premises, shall accept the same "as is", and such taking of possession shall be conclusive evidence that the Building is in good and satisfactory condition at the time of such taking of possession.

22. **Brokers.** OSTT and JPDS each represent and warrant one to another that if either has employed any broker or agent in carrying on the negotiations relating to this License, it will pay any brokerage commission payable to said broker or agent. OSTT shall indemnify and hold JPDS harmless, and JPDS shall indemnify and hold OSTT harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.

23. **Dispute Resolution**. The parties agree that the right of one party to bring any action or proceeding in any court against the other shall be subordinate to the obligation of each party to resolve any dispute through arbitration. Any dispute between the parties shall be resolved with finality in arbitration in a

Beth Din convened by the Rabbinical Council of Greater Washington. Either party may at any time request the convening of such a panel to resolve an outstanding dispute. Upon the failure of a party to abide the decision of the Council, the party seeking to enforce the Council's decision may do so in a court of law or pursue any other remedy it may have under this License.

24. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person to the secretary of the JPDS principal and to the President or office manager of OSTT.

25. **Holding Over.** This License is non-renewable.

26. **Lien on Personal Property.** OSTT shall have a lien, subject to the provisions of paragraph 23, upon all the personal property of JPDS moved into the Building, as and for security for the shared expenses and other JPDS obligations heretofore provided. In order to perfect and enforce said lien, OSTT may to the extent permitted by law, at any time after default in the payment of shared expenses or default of other obligations, seize and take possession of any and all personal property belonging to JPDS which may be found in and upon the premises. Should JPDS fail to redeem the property so seized, by payment of whatever sum may be due OSTT under and by virtue of the provisions of this License, then and in that event, OSTT shall have the right, after [redacted] days written notice to JPDS of its intention to do so, to sell such property so seized at public or private sale and upon such terms and conditions as to OSTT may appear advantageous, and after the payment of all

proper charges incident to such sale, apply the proceeds thereof to the payment of any balance due on account of unpaid shared expenses or other obligations as aforesaid. In the event there shall then remain in the hands of OSTT any balance realized from the sale of said property as aforesaid, the same shall be paid over to JPDS.

27. **Benefit and Burden.** The provisions of this License shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective successors and approved assigns.

28. **Number**. The plural shall be substituted for the singular number in any place or places herein in which the context may require such substitution.

29. **Entire Agreement**. This License contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise between the parties not contained in this License shall be of any force or effect. This License may not be modified, changed or terminated in whole or in part in any manner other than by agreement in writing duly signed by both parties hereto.

30. **Invalidity of Particular Provisions**. If any provision of this License or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this License shall be valid and be enforced to the fullest extent permitted by law.

31. **Governing Law**. This License shall be governed by and construed in accordance with the laws of the District of Columbia. The parties expressly consent to the jurisdiction of the Rabbinical Council of Greater Washington with respect to any dispute which may arise under the terms of this License.

IN WITNESS WHEREOF, the OSTT and JPDS have executed the within License Agreement on the date first above written.

(SEAL) OHEV SHOLOM TALMUD TORAH CONGREGATION

By _____
Leonard S. Goodman, President

(SEAL) THE JEWISH PRIMARY DAY SCHOOL OF THE NATION'S CAPITAL

By _____
Margaret Hahn, Acting President

DISTRICT OF COLUMBIA ss.

I, a Notary Public in and for the District of Columbia, do hereby certify that Leonard S. Goodman and Margaret Hahn representing the parties to the foregoing and annexed License bearing the date of the 25th day of May, 2000, being personally well known to me as the persons who executed the within License, personally appeared before me and the said did acknowledge the same to be their free act and deed.

GIVEN UNDER MY HAND AND SEAL, this the 25th day of May, 2000.



Tracy A. Holden

NOTARY PUBLIC
My Commission Expires:

Tracy A. Holden
Notary Public, District of Columbia
My Commission Expires 6-14-04

L E A S E

THIS LEASE ("Lease"), made and executed as of the 26th day of May, 2000, by and between **CHEVRAH TIFERETH ISRAEL, INC.**, a nonprofit religious corporation organized and existing under the laws of the District of Columbia ("Landlord"), and **THE JEWISH PRIMARY DAY SCHOOL OF THE NATION'S CAPITAL, INC.**, a nonprofit corporation organized and existing under the laws of the District of Columbia ("Tenant").

'00 MAY 31 P1:0

W I T N E S S E T H

In consideration of the rent hereinafter reserved and the covenants herein contained, the parties agree as follows:

1. **Demise; Term.**

(a) Landlord hereby leases and demises unto Tenant the premises for the uses described on Exhibit A attached hereto (the "Premises") on a non-exclusive basis to be shared with Landlord as set forth herein, in the Tifereth Israel Congregation Synagogue Building located at 7701 16th Street, N.W., Washington, D.C. (the "Property") to operate a Jewish elementary day school for a fixed term of ten (10) months commencing on September 1, 2000 and ending at midnight on June 30, 2001 (the "Term") for the sum of [redacted], which shall be payable as provided in Section 2 hereof. If Landlord, in its sole and absolute

discretion, notifies Tenant in writing that the Premises are available for occupancy by Tenant on a date (the "Early Lease Commencement Date") prior to September 1, 2000, then the Term shall commence on the Early Lease Commencement Date and end at midnight on June 30, 2001.

(b) This Lease shall be non-renewable and may not be extended. Upon expiration of the Term, Tenant shall surrender the Premises in good condition and repair, clean and in proper sanitary condition, acts of God, ordinary wear and tear, and loss or damage by fire or other unavoidable casualty excepted.

2. **Base Rent; Additional Rent; Late Fee.**

[redacted]



(e) All sums of money or charges required to be paid by Tenant under this Lease (other than Base Rent), and any charges or expenses incurred by Landlord on behalf of Tenant under the terms of this Lease or any extension hereof, shall be considered Additional Rent hereunder. Tenant shall pay all Additional Rent

due upon [redacted] days' notice thereof by Landlord to Tenant. Additional Rent shall be paid without any abatement, counterclaim, deduction or set-off. In the case of nonpayment of Additional Rent, Landlord shall have all rights and remedies provided by law or this Lease for nonpayment of Base Rent.

(f) The Base Rent and Additional Rent together shall be deemed Rent. All Rent shall be paid to Landlord at its administrative office at the Building.

3. **Security Deposit**. Concurrently with its execution of this Lease, Tenant will deposit with Landlord the sum of [redacted] In the event that Tenant defaults under this Lease, Landlord may apply or retain the Security Deposit to the extent required for the payment of any Rent as to which Tenant is in default or for any sum which Landlord may expend or incur by reason of Tenant's default. Tenant on demand shall repay to Landlord, as Additional Rent, the sum so applied or retained so that the Security Deposit shall be restored to its original amount. In the event that Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this Lease, the Security Deposit (less any sums due or reasonably anticipated by Landlord to become due as determined by

Landlord, which may be retained by Landlord pending any future accounting) shall be returned to Tenant within thirty (30) days after the expiration of the Term of this Lease and after delivery of exclusive possession of the Premises to Landlord in compliance with this Lease.

4. **Acceptance of Premises; Improvements**. Tenant acknowledges that it has examined the Premises prior to the making of this Lease and knows the condition thereof, and that no representations or warranties as to the condition, usability or state of repair of the Premises or the Property (or any part thereof) have been made to Tenant. [redacted]

5. **Alterations**.

(a) Tenant shall not make or permit any alterations ("Alterations"), structural or otherwise, to the Premises or to the Property without Landlord's prior written consent, which may be granted or withheld, in Landlord's sole and absolute discretion. Alterations may be made only at Tenant's expense, by contractors approved by Landlord, on such terms and conditions as Landlord may

require. [redacted]

[redacted] Tenant, at its expense, shall discharge any and every mechanic's or materialman's lien with respect to any Alteration, or any other work by or for Tenant, within ten (10) business days from the filing thereof, or Landlord shall have the right (but not the obligation) to do so at Tenant's sole expense. Tenant shall indemnify and hold Landlord harmless from any liens, claims, injuries or damage to persons or property (including the Property), and expenses (including reasonable attorney's fees) which may arise from the making of any Alterations for Tenant by anyone other than Landlord.

(b) [redacted]

6. **Use.** Tenant will not use the Premises for any purpose other than that of a Jewish elementary day school operating Monday to Friday (except federal and Jewish holidays) at such hours as may be mutually agreed by Landlord and Tenant and subject to the following conditions:

(i) Tenant will coordinate schedules for other school activities ("Other Activities") in the Premises, including but not limited to back-to-school nights, with the Landlord's Executive Director. Tenant will make reasonable efforts to give Landlord at least one month's prior notice, but in no event less than twenty (20) days prior notice, for Other Activities. In case of a scheduling conflict between Tenant's Other Activities and Landlord's use of the Premises, activities already scheduled by Landlord at the time of such notice from Tenant of Other Activities will have priority;

(ii) Tenant will accommodate necessary usage of the Premises by Landlord during normal school hours, including, but not limited to, funerals, bar/bat mitzvah practices, and scheduled meetings by Landlord, which shall have priority; and

(iii) Tenant shall contact Landlord's Executive Director for coordination between Landlord and Tenant for use of the Premises.

7. **Landlord's Access; Right to Perform for Account of Tenant**. During any reasonable time or times, upon prior oral or written notice to Tenant, Landlord may enter the Premises or any portion hereof (with workers and materials, if required) for the purpose of: (i) inspecting or protecting the same; (ii) making such repairs, replacements or alterations as Landlord may deem appropriate for the Property or the Premises; and (iii) obtaining information to prepare plans and specifications for such work. If, in an emergency, it shall become necessary to promptly make any repairs or replacements, then Landlord may enter the Premises without notice to Tenant and proceed forthwith to have such repairs or replacements made. To the extent any repairs or replacements are due to any act or omission of Tenant, Tenant shall pay, as Additional Rent, the cost of such repairs or replacements within thirty (30) days of rendition of a bill to Tenant.

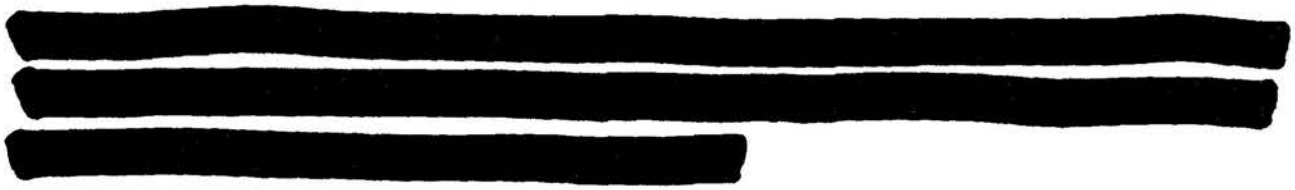
8. **Compliance with BZA Order, Laws and Regulations**.

(a) This Lease is expressly conditioned upon Tenant obtaining the required zoning approval and certificate of occupancy and all other necessary regulatory and administrative governmental approvals for the intended use ("Required Approvals") and subject to conditions that are imposed by any governmental agency and that are acceptable to Landlord in its sole and absolute discretion ("Acceptable Conditions"). Landlord will reasonably cooperate with Tenant in trying to obtain the Required Approvals [redacted]

[redacted] At its own risk, cost and expense, Tenant will comply with any and all orders, requirements or conditions now or hereafter imposed affecting or with respect to the Premises by the ordinances, laws or regulations of the District of Columbia or any department or agency thereof and based upon Tenant's use of the Premises as a school, including, but not limited to, the BZA Order whether required of Landlord, or otherwise, to be done or performed during the Term, and whether required in the conduct of Tenant's business or not.

(b) Tenant will take reasonable steps to assure that school parents comply with the conditions set forth in the BZA Order and act in a courteous manner that is respectful of parking and other Neighborhood concerns.

(c) If Tenant does not obtain all Required Approvals that are subject to Acceptable Conditions for the intended use of the Premises as a Jewish elementary day school or if any subsequently Required Approvals are canceled or withdrawn, Landlord or Tenant may cancel this Lease upon [redacted] days written notice to the other party, whereupon this Lease shall be canceled and terminated, any monies due from Tenant to Landlord for the period to the date of termination shall be paid in full, any money or security theretofore deposited by Tenant with Landlord shall be returned to Tenant (less any sums due or reasonably to become due, which may be withheld by Landlord pending any future accounting), and both Landlord and Tenant thereupon shall be relieved from any further liability or obligation hereunder, [redacted]



(d) Tenant, its agents and employees shall observe such rules and regulations as may be promulgated from time to time by Landlord for operation and maintenance of the Property and which is not inconsistent with the use of the Premises as a school. Tenant shall not engage in or permit smoking of any kind by anyone in its Premises and shall not engage in or permit smoking of any kind by its employees, contractors or guests in any common areas of the Property. Nothing contained herein shall be construed to impose upon Landlord any duty to enforce such rules and regulations, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, business invitees, licensees, customers, clients, family members or guests. Tenant's failure to keep and observe such rules and regulations shall constitute a default hereof.

9. **Maintenance; Repairs**. Landlord will make all repairs or replacements to the Premises at its expense, except that Tenant will reimburse Landlord for any damage and/or cost of repairs to the Property that exceed the cost occasioned by normal wear and tear or that are necessitated by the actions or negligence of Tenant, its employees, officers, directors, agents, business invitees, school children, family members, licensees, and guests. Landlord shall furnish daily cleaning service in Landlord's standard manner. Landlord will furnish trash pick-up services for the Property. Tenant shall store all trash and garbage only in the areas designated by Landlord for such storage and accumulation. If Landlord shall determine that any dirt or debris found upon any

area of the Property outside the Premises is substantially attributable to Tenant and is in excess of that amount reasonably resulting from normal usage, Landlord may clean same at Tenant's sole expense, which shall be payable to Landlord as Additional Rent.

10. **Services and Utilities.**

(a) Landlord shall provide the following facilities and services (the "Services") to Tenant:

(i) Heating and air conditioning during the seasons of the year when those services are normally furnished, which heating and air conditioning shall not be less adequate than comparable services which are being provided by Landlord in other parts of the Property at such times as they are being provided with heating or air conditioning;

(ii) Electrical facilities to furnish sufficient electrical power for standard office equipment and school operations;

(iii) Switching classroom set-ups between Landlord and Tenant usage;

(iv) Restroom facilities and supplies and routine maintenance, painting, and lighting for public areas of the Property; and

(v) Access to the Premises during normal school hours and for Other Activities, subject to such regulations as Landlord may require.

(b) Any failure by Landlord to furnish Services resulting from "Unavoidable Delays" or temporary interruption of Services due to repair or maintenance shall not render Landlord liable for damages to either person or property, nor be construed

as an eviction, nor cause an abatement of Rent, nor constitute a breach by Landlord of this Lease nor relieve Tenant of any of Tenant's obligations hereunder. "Unavoidable Delays" means shortages of material, labor or energy, labor strikes or disputes, acts of God, governmental restrictions, enemy action, civil commotion, fire, casualty or other causes beyond the control of Landlord. If any of the services described in Section 10(a) hereof is suspended and such suspension renders the Premises untenantable and continues for more than five (5) consecutive business days, if the reason for the suspension is other than an Unavoidable Delay, all Rent due hereunder shall be abated for the period commencing on the sixth (6th) business day of such suspension and concluding on the date that the service has been restored.

(c) Tenant shall not install or operate in the Premises any equipment or other machinery, other than telephones, electric typewriters, word processing equipment, adding machines, personal computers, radios, televisions, tape recorders or dictaphones, bookkeeping machines, clocks and standard size office copying machines, duplicating machines, and facsimile machines, without the prior written consent of Landlord. Tenant will provide and use its own telephones, copying machines, facsimile machines, and similar equipment. Tenant may not use Landlord's office equipment except in emergency situations with Landlord's consent and subject to paying a fee to Landlord for such use, in an amount to be determined by Landlord.

(d) If any public utility or governmental body shall require Landlord or Tenant to restrict the consumption of any utility or reduce any Services for the Premises or the Property,

Landlord and Tenant shall comply with such requirements, without adjustment of Rent.

11. **Assignment and Subletting**. Tenant shall not assign this Lease, or sublet the Premises, or any portion thereof, without the prior written consent of Landlord in its sole and absolute discretion, nor shall any subletting or assignment hereof be effected by operation of law or otherwise other than by written consent of Landlord. In any and all events, irrespective of any such change or transfer, Tenant named herein shall remain liable for and obligated to perform all of the obligations of Tenant hereunder.

12. **Subordination and Attornment**. This Lease is subject and subordinate to all deeds of trust, ground leases and other security instruments (collectively, "Mortgages", the holder or ground lessor of which is referred to herein as a "Mortgagee") which may now or hereafter affect the Property. At Landlord's request, Tenant shall execute and deliver to Landlord any certificate confirming such subordination and any estoppel certificate requested by Landlord within five (5) business days following Landlord's written request therefor. Tenant hereby appoints Landlord as Tenant's attorney-in-fact to execute any such certificate for or on behalf of Tenant. If requested by any Mortgagee after foreclosure or termination of any ground lease, Tenant covenants to attorn to such Mortgagee or purchaser as the case may be. So long as Tenant shall not be in default in its obligations hereunder, Tenant shall peaceably and quietly enjoy the Premises for the full Term hereof, subject to the provisions of this Lease and this Section 12.

13. **Changes Required by Lender.** If any Mortgagee of the Property requires that modifications to this Lease be obtained, and provided that such modifications: (i) do not adversely affect Tenant's use of the Premises as herein permitted and (ii) do not increase the rentals and other sums required to be paid by Tenant hereunder, then Landlord may submit to Tenant a written amendment to this Lease incorporating such required changes, and, if Tenant does not execute and return such amendment within ten (10) business days, Landlord thereafter shall have the right, at its option, to cancel this Lease by giving Tenant thirty (30) days' notice of such termination, and Tenant shall pay to Landlord all amounts due for the period ending on the effective date of termination, whereupon this Lease shall be canceled and terminated, any money or security theretofore deposited by Tenant with Landlord shall be returned to Tenant (less any sums due or reasonably to become due, which may be retained by Landlord pending any future accounting), and both Landlord and Tenant shall thereupon shall be relieved from any further liability or obligation hereunder.

14. **Default.** If (i) any Base Rent or Additional Rent, or any installment thereof, shall not be paid when the same shall have become due and payable and such failure shall continue for [redacted] days after Landlord's written notice to Tenant of such default, or (ii) Tenant shall fail or neglect to perform any of the covenants, conditions and agreements herein provided to be performed by Tenant and such failure or neglect shall continue for [redacted] days after Landlord's written notice to Tenant of such default, then, at the option of Landlord, Tenant's right of possession shall thereupon cease, and Landlord shall be entitled to terminate this Lease or to possession of the Premises without

terminating this Lease; provided, however, that if such failure or neglect is not reasonably capable of being cured within such [redacted] day period, then so long as Tenant has commenced curative action within such period and thereafter continues to pursue diligently such curative action, such [redacted] day period shall be extended for the period necessary to cure such default, but not more than [redacted] days, inclusive of the original [redacted] day period. Any notice to quit is hereby expressly waived by Tenant. Any re-entry by Landlord and any re-letting shall not discharge Tenant from liability for Rent to the date of such re-entry or for any loss of Rent sustained by Landlord in respect of the balance of the Term, which Landlord may recover in one or more proceedings, at Landlord's option. Landlord shall also have such additional remedies as are provided by law. Any acceptance by Landlord of any Rent after expiration of any notice of default shall not be deemed a waiver by Landlord of such notice of default or of any default by Tenant.

15. **Attorney's Fees.** In the event of the employment of an attorney by Landlord because of violation by Tenant of any provision hereof, including, without limitation, non-payment of Rent, or in connection with any bankruptcy proceeding involving Tenant, Tenant hereby agrees to pay reasonable attorney's fees and all other costs incurred by Landlord, whether a formal proceeding be instituted or not.

16. **Arbitration; Waiver of Jury Trial.**

(a) All disputes between the parties arising under or incident to this Lease, Tenant's use and occupancy of the Premises or any claim of damages, shall be referred exclusively to binding arbitration by the American Arbitration Association (the "AAA"),

which arbitration shall be conducted by a single arbitrator in accordance with the AAA's Commercial Arbitration Rules whose decision shall be final, binding and non-appealable. The arbitrator is authorized to award damages, reasonable attorney's fees and costs, and injunctive and other relief.

(b) In the event of any judicial proceeding between the parties, notwithstanding the parties' agreement to refer all disputes to binding arbitration, it is mutually agreed that the parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other on any matter arising out of or incident to this Lease, Tenant's use and occupancy of the Premises or any claim of damages.

17. **Insurance**. At all times during the Term, Tenant, at Tenant's sole cost and expense, shall obtain and maintain in effect policies issued by insurance companies acceptable to Landlord and licensed to do business in the District of Columbia written as primary policy coverage, providing the following coverages:

(a) **Property Insurance**. Policies of insurance covering Tenant's furniture, fixtures, leasehold improvements, and equipment installed and located on the Premises, for the full replacement value thereof. Coverage at a minimum shall insure against all perils included within the classification "Fire and Extended Coverage" under insurance industry practice in the District of Columbia together with insurance against vandalism, malicious mischief and sprinkler damage. So long as this Lease shall remain in effect, any and all proceeds of such insurance shall be used only to repair or replace the items so insured.

(b) **Liability Insurance.** A comprehensive policy of general liability insurance, with coverage appropriate for operation of an elementary school, naming Landlord and any Mortgagee as additional insureds, insuring against any liability occasioned by any occurrence on or about any part of the Property, the Premises or appurtenances thereto, or arising from any claim incident to the possession, use, occupancy or control of the Premises, such policy to be in the minimum amount of [redacted]

(c) **Worker's Compensation Insurance.** Tenant and its contractors shall maintain worker's compensation insurance in such form and amounts as shall be required by law.

(d) **Insurance Provisions.** All policies shall name Landlord and any Mortgagee as additional insureds as their interests may appear and each property insurance policy taken out by Tenant shall contain an express waiver of any right of subrogation against Landlord, any Mortgagee or Landlord's agents and employees, successors or assigns. Neither the issuance of any insurance policy required hereunder, nor the minimum coverage limits specified herein, shall be deemed to limit Tenant's liability arising hereunder. Tenant shall deliver to Landlord a certificate of insurance for each policy or renewal thereof, together with evidence of payment of all premiums. In the event that Tenant fails to obtain said insurance or fails to furnish a copy to Landlord, Landlord may obtain said insurance and charge the premium therefor as Additional Rent. All insurance policies shall contain a provision that the same shall not be canceled except upon thirty (30) days' prior notice to Landlord.

18. **Indemnity; Liability of Landlord Limited.**

(a) Except with respect to any damages resulting from the negligence or intentional misconduct of Landlord, its agents and employees, and subject always to subsection (b) of this Section 18, Landlord shall not be liable to Tenant (or to any of its officers, directors, employees, agents, invitees, schoolchildren or their parents, licensees, guests or trespassers) for any damage, loss, compensation, accident, injury or claims whatsoever as to persons or property; interruption in the use of the Premises; use or operation (by Landlord, Tenant or any other person or persons whatsoever) of any elevators, heating, cooling, electrical or plumbing equipment or apparatus; termination of this Lease by reason of the destruction of the Premises; fire, robbery, theft, or any other criminal or tortious activity whatsoever, or any other casualty whatsoever; any leakage in any part or portion of the Premises or the Property; acts or omissions of any occupant of any space adjoining all or any part of the Premises or Property; any water, gas, steam, fire, explosion, electrical problem or falling plaster; the bursting, stoppage or leakage of any pipes, sewer pipes, drains, conduits, appliances or plumbing works; or any other cause whatsoever.

(b) If Landlord or any successor in interest to Landlord shall be an individual, joint venture, tenancy in common, corporation, partnership, limited liability company or other form of entity, then with respect to any of the provisions of this Lease, any obligation arising therefrom or in connection therewith, Tenant shall look solely to the equity in the Property of the then owner of the Property for satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations

hereunder. With respect to any obligation arising from this Lease or in connection herewith, Landlord shall look solely to Tenant's assets (and not to those of any shareholder, director or officer of Tenant) for satisfaction of any remedies of Landlord in the event of a breach by Tenant of any of its obligations hereunder.

(c) Tenant hereby indemnifies and agrees to defend (with counsel reasonably approved by Landlord and whose attorney's fees shall be paid by Tenant) and to save harmless Landlord and any Mortgagee of the Property from and against any and all third party claims, losses, liabilities and expenses that arise from or in connection with any act or omission by Tenant (or any of its officers, directors, employees, agents, invitees, schoolchildren or their parents, licensees, or guests) in connection with the possession, use, occupation, management, repair, maintenance or control of the Premises, or any portion thereof, or in any common areas of the Property. Tenant shall pay, satisfy and discharge any and all third party claims, losses, liabilities and expenses and all judgments, orders and decrees which may be recovered against Landlord or any Mortgagee with respect to the foregoing.

19. **Fire and Casualty**. If the Premises shall be partially damaged by fire or other casualty, the damage to the structure of the Premises (but not to any leasehold improvements or personal property of Tenant) shall be repaired by Landlord, and, until substantial completion thereof, the Rent shall be apportioned according to the part of the Premises which is usable by Tenant. Allowance shall be made for delay arising due to adjustment of Landlord's fire insurance, labor troubles or for any other cause beyond Landlord's control. However, if the Premises are rendered wholly untenantable by fire or other cause, and Landlord shall

decide not to rebuild, or if the Property shall be so damaged that Landlord shall decide to rebuild it and such rebuilding shall take more than thirty (30) days to accomplish, then and in any of such events either Landlord or Tenant may terminate this Lease by written notice to the other of them, which notice shall be given by Tenant, if at all, within five (5) business days following the date of Tenant's receipt from Landlord of written notice containing Landlord's determination that the Premises are wholly untenantable, and Landlord has decided not to rebuild, or that such rebuilding will take more than thirty (30) days to accomplish, and the terms of this Lease thereupon shall expire by lapse of time upon the thirtieth (30th) day after such notice is given and Tenant shall surrender the Premises. In neither of the foregoing contingencies shall there be any liability on the part of Landlord to Tenant, its successors or assigns, in respect of any period during which occupancy of the Premises by Tenant may not be possible. All damage to Tenant's leasehold improvements and personal property shall be promptly repaired by Tenant, at its expense.

20. **Condemnation**. If any part of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use, the Term shall cease and terminate from the date when possession of the part so taken shall be required for such use and then current Rent shall be apportioned. Landlord shall be entitled to all condemnation proceeds; provided, however, that Tenant may assert any claim it may have against the condemnation authority for compensation for Tenant's personal property and for any relocation expenses compensable by statute, as long as such award shall be made in addition to and stated separately from the award made for the Property and the Premises.

21. **Increase in Insurance Rates.** [redacted] Any resulting increase in the cost of obtaining said insurance for the Property shall be paid by Tenant as Additional Rent hereunder.

22. **Trash Sorting; Environmental Laws.** Tenant shall comply with all laws and regulations with respect to (a) the sorting or separation of trash for the Premises, and (b) the use, generation, storage or disposal of hazardous materials, substances or wastes, as defined in Federal or District of Columbia laws and regulations.

23. **Notices.**

(a) No notice, request, consent, approval, waiver or other communication required to be given hereunder shall be effective unless in writing and delivered (1) by hand or (2) by a nationally recognized courier service for overnight delivery, with all charges prepaid, for which written receipt of delivery is requested, in each case addressed as follows:

(i) If to Landlord: to the Landlord's Executive Director at the Property address and to such additional party or parties at such other address(es) as Landlord may designate by notice to Tenant; and

(ii) If to Tenant: to Tenant at the Premises, with a copy to any other address designated by notice to Landlord.

(b) The date of service of any notice (1) given by hand shall be the date of delivery, or (2) given by overnight courier service shall be the next business day after the notice is placed in the hands of the overnight service. The party contesting the date of any such notice shall have the affirmative burden of proving the date on which such party claims such notice was served.

24. **Brokerage**. Tenant warrants and represents that there was no broker or agent on Tenant's behalf involved in consummating this Lease, and agrees to hold harmless Landlord from any claim arising due to breach of the foregoing warranty.

25. **Successors**. This Agreement shall be binding upon the heirs, administrators, executors, permitted successors and assigns of the respective parties hereto.

26. **Construction**. The terms and conditions of this Lease shall be construed and governed by the laws of the District of Columbia.

27. **Severability**. If any provision of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be held invalid or unenforceable, the remaining provisions and the application of such invalid or unenforceable provisions to persons, entities and circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

28. **Authority.** Landlord and Tenant each hereby represents and warrants that it has the power and authority to enter into this Lease and that all corporate action requisite to authorize it to enter into this Lease has been duly taken.

29. **Entire Agreement.** No change or modification of this Lease shall be effective unless in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions hereof shall be effective unless in writing signed by the party against whom it is sought to be enforced. This Lease contains the entire agreement between the parties and there are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, express or implied, between them other than as herein set forth. This Lease is intended to be an integration of all prior and contemporaneous promises or agreements, conditions or undertakings between the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed under their respective seals (intending this Lease to be a document under seal) on the dates respectively noted below.

Attest:

[Corporate Seal]

LANDLORD:

CHEVRAH TIFERETH ISRAEL, INC., a District of Columbia non-profit corporation

By: _____ (Seal)
Print Name: Iris J. Lax
Title: President

Attest:

[Corporate Seal]

TENANT:

THE JEWISH PRIMARY DAY SCHOOL OF THE NATION'S CAPITAL, INC., a District of Columbia non-profit corporation

By: _____ (Seal)
Print Name: MARGARET R. HAHN
Title: PRESIDENT (ACTING)

137264v3

Exhibit A

Premises Usage

- Use of all space on classroom floor during regular school hours
- Use of "chapel" during regular school hours
- Limited use of some classroom space or mutually agreed upon other space for Friday after-school program, consistent with Landlord's needs to set up for Friday evening, Saturday and Sunday uses
- Occasional use of "Sisterhood Room" during regular school hours
- Occasional use of small kitchen on first floor, if such kitchen exists after Landlord's renovation of Building
- Regular periodic use of library space, including for storage of Tenant's books on moveable cases provided by Tenant; Tenant may use but not remove Landlord's books from the library
- Use of sanctuary up to two times a week for appropriate activities as mutually agreed by Tenant and Landlord
- Occasional use of Cherner Auditorium for serving and eating hot lunches; Cherner Auditorium shall not be used for indoor recess activities
- Regular periodic use of youth lounge behind stage of Cherner Auditorium
- Occasional use of other areas as mutually agreed