

a. **Weddings and Funerals.** When a funeral or wedding is scheduled to be held at the Church Property, Hillel shall cooperate with the Church to avoid the Project having any adverse impact on such events.

(i) **Weddings.** For weddings, the Church shall provide Hillel with at least two (2) weeks' written notice prior to the date that a wedding is scheduled. The Church shall further provide Hillel with a monthly report on all scheduled weddings for the upcoming three (3)-month period, so that Hillel may account for such weddings in its work schedule. The report and/or notice shall inform Hillel of the date, time and length of each wedding.

(ii) **Funerals.** For funerals, the Church shall provide Hillel with prompt written notice of a funeral ("prompt" meaning as soon as practicable, but at least forty-eight (48) hours' notice prior to the date that the funeral is scheduled to be held), so that Hillel may arrange for the cessation of work at the Project during the funeral. The notice shall inform Hillel of the date, time and length of the funeral.

8. **Cleanliness and Dust.** Hillel will use standard and customary efforts to (i) ensure that any streets that surround the construction area are kept clean of dirt, trash and debris resulting from Project construction activities and workers; (ii) develop and implement a rodent control program, as reasonably required; and (iii) reduce or eliminate noxious odors emanating from the construction site. Hillel will minimize dust and any demolition or construction-related debris on the Church Property by watering down surfaces prior to the commencement of demolition and construction activity that is likely to generate dust and by taking such other measures as are reasonably necessary to minimize dust. To the extent permitted by the Church, Hillel will, within thirty (30) days after the completion of demolition work and within thirty (30)

days of the completion of the Project, reimburse the Church for costs related to replacing the air filters contained in the Church's ventilation systems after completion of construction.

9. **Insurance.**

Hillel shall cause its General Contractor and its Sheeting and Shoring Contractor, to each procure and maintain, at their own cost, a commercial general liability insurance policy (covering bodily injury, personal injury, and property damage) in an amount not less than **Twenty-Five Million Dollars (\$25,000,000.00)** in the aggregate. Hillel's General Contractor, Sheeting and Shoring Contractor, architect and structural engineer shall also have appropriate insurance coverage for any damage resulting from an error or omission committed during their work on the Project. The Church shall be named as an additional insured on each such policy and shall be provided with evidence of such insurance prior to the start of any raze/demolition activities. Such insurance shall be occurrence-based and shall be maintained in force for the benefit of the Church and Hillel with respect to the Project until the expiration of one (1) year following the issuance of a certificate of occupancy for the Project. Such insurance shall be primary and non-contributory as to claims arising out of or relating to the Project.

All of the insurance obtained pursuant to this provision shall be issued by an insurance carrier that is licensed in the District of Columbia to issue the above insurance policies and which has a rating by A.M. Best of at least "A-." Prior to the commencement of any demolition on the Project, Hillel shall furnish the Church with certificates of insurance indicating the insurance is prepaid for a one-year policy period, that it insures all of the activity required by this Agreement, and that it contains a thirty (30) day notice provision prior to termination,

cancellation, non-renewal, material change or reduction of coverage and that such notice shall be provided to the Church. The insurance policies required by this Agreement shall contain a provision stating that the actions or omissions of any insured party shall not invalidate the policy as against any other insured party or additional insured or otherwise adversely affect the rights of any insured party under the policy.

10. **Limited Duration License for Crane Swing.** The Church hereby grants and establishes a non-exclusive temporary license (the “**Crane Swing License**”), for the benefit of Hillel, for the booms and associated tackle of a construction crane located on and operating from the Hillel Property or the adjacent public rights-of-way and used in connection with the construction of the Project, to enter and encroach into and/or through the air space located above the Church Property. Hillel shall only use the Crane Swing License in connection with the swinging without loads of one (1) construction crane (the “**Crane**”) over the Church Property. Hillel and its contractors shall permit only trained and qualified personnel to operate the Crane. Hillel shall not (i) swing any load or construction materials over any portion of the Church Property or (ii) permit the booms and associated tackle of the Crane to swing lower than twenty-five (25) feet above the roof of any building located on the Church Property. The Crane Swing License shall automatically terminate without further action by Hillel or the Church upon the earlier of such time as Hillel completes the initial construction activities on those portions of the Hillel Property requiring the use of the Crane or four hundred fifty (360) days after the Crane is erected.

11. **Damage.**

(a) Repair or Replacement of Damaged Church Property. Any damage to or destruction of the Church Property arising out or related to, in whole or in part, the Project, shall be repaired or replaced by Hillel at its sole expense. Hillel shall cause repair or replacement of all damage to the Church Property to commence within fifteen (15) days of receipt of written notice of said damage, unless more time is necessary or the Church determines that the repair or replacement should be postponed to a later date. Hillel shall be responsible for repairing or replacing Church Property that is damaged as a result of Hillel damaging any public utility including gas, water, electrical or sewer.

(b) Standards for Repair or Replacement. Hillel shall work with the Church Representative and Church's Consultants to determine the reasonable industry standard for said repair or replacement. Portions of the Church Property are listed on the National Register of Historic Places, specifically; the Sanctuary and the Parish Hall, therefore, the industry standard for repair or replacement of those portions of the Church Property shall comply with the U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties With Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings (1995) (<http://www.nps.gov/tps/standards/four-treatments/treatment-guidelines.pdf>). "Repair" means restoring to substantially the condition of the structure or improvement prior to the commencement of raze / demolition by Hillel. In the event that "Repair" is not possible, Hillel shall replace the damaged property with a reasonable equivalent as determined, in the event of a dispute, by a mutually agreed expert in historic preservation.

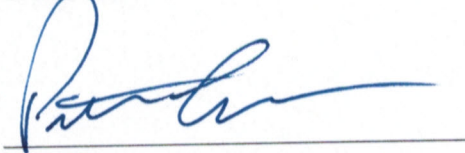
(c) **Limitation to Hillel's Repair or Replacement Obligation.** Notwithstanding the foregoing, Hillel shall not be responsible for the repair of any damage caused by weather, earthquakes, or any other activity or casualty unrelated and not arising from or related to the Project ("Non-Construction Activity"). For purposes of ascertaining the **cause and/or extent** of any damage, the Parties agree to rely on the conditions as documented in the Pre-Construction Report. If the condition of the Church Property as documented in the Pre-Construction Report is negatively affected, changed or impacted during the Project, this shall be prima facie evidence that Hillel is responsible for such change and must therefore repair or replace the damaged property. This presumption may only be rebutted by evidence that the damage in question was caused by Non-Construction Activity

12. **Indemnification.** Hillel agrees to indemnify, defend and hold the Church and all persons claiming by, through or under the Church, respectively, harmless of and from any and all actions, suits causes of action, liabilities, loss, cost, damage or expense (including, without limitation, reasonable attorneys' fees and the cost of enforcing this indemnity), judgment, fine, prosecutions and claims of any nature whatsoever (collectively, "**Losses**") but only to the extent caused by the negligent acts or omissions of Hillel, its General Contractor, architects, engineers, its other contractors or subcontractors, successors, assigns, servants, agents, employees, tenants and invitees relating to (a) the exercise of any of the rights granted to Hillel hereunder, (b) the discharge, or failure to discharge, any of Hillel's obligations hereunder, (c) any activities of Hillel conducted on the Church Property, or (d) the Project. Hillel has no right to and will not subject the Church Property to any mechanic's or materialmen's' liens ("**Liens**"). Hillel will indemnify, defend and save the Church harmless from any Liens arising from the Project and will remove or provide a bond satisfactory to the Church to indemnify the Church against such

Liens within thirty (30) calendar days after the same are filed. This indemnification provision shall survive the termination of this Agreement. Notwithstanding the foregoing, however, in no event shall Hillel be liable for any (i) lost profits, consequential, indirect, or punitive damages, however caused or by any theory of liability, arising out of or relating to this Agreement, the Project, or the Work; or (ii) Losses or Liens incurred by the Church (or any persons claiming by, through or under the Church) that are related to the Project or this Agreement, which are due to the negligence or willful misconduct of the Church.

13. This Agreement may be executed in counterparts but such fully executed counterpart shall continue one and the same Agreement.

WITNESS:



Date: 3/17/18

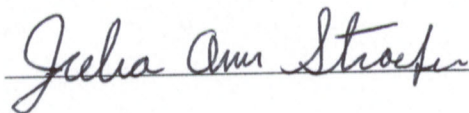
HILLEL AT THE GEORGE WASHINGTON UNIVERSITY

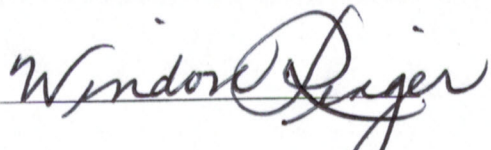
By: 

Name: Adena B. Kirstein

Title: Executive Director

ST. MARY'S EPISCOPAL CHURCH



By: 

Name: Windon Ringer

Date: March 12, 2018

Title: Former Warden Acting on behalf of St. Mary's Church