FIRST AMENDMENT TO USE EASEMENT AND MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO USE AND MAINTENANCE AGREEMENT (this "**First Amendment**") is made and entered into this 19th day of July, 2019 ("**First Amendment Effective Date**"), by and between the **DISTRICT OF COLUMBIA**, a municipal corporation, acting by and through its Department of General Services, as successor to the Department of Real Estate Services ("**District**"), and **MARET SCHOOL, INC.,** a District of Columbia non-profit corporation ("**Grantee**"). The District and Grantee are each referred to hereinafter as a "**Party**" and collectively referred to as the "**Parties**".

WITNESSETH:

WHEREAS, the District owns that certain real property with an address of 3265 S Street NW in Washington, D.C., known for real property tax and assessment purposes as Square 1299, Lot 1010;

WHEREAS, pursuant to that certain Use Easement and Maintenance Agreement dated December 29, 2009, by and between Grantee and the District (the "**Original Agreement**", and such Original Agreement together with this First Amendment being the "**Agreement**"), Grantee has certain rights and obligations with respect to the Property; and

WHEREAS, Grantee and the District desire to amend the Original Agreement as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the District and Grantee hereby acknowledge, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Definitions. Any capitalized terms used, but not defined, in this First Amendment shall have the meanings ascribed in the Original Agreement. As of the First Amendment Effective Date, any reference to "this Easement" in the Original Agreement shall mean the Original Agreement, as amended by this First Amendment.

3. Extension of Term; Deletion of Renewal Term and Extension Request. The reference to "June 29, 2020" is hereby deleted and replaced with "June 29, 2029". For the avoidance of doubt, the Parties acknowledge and agree that the Term is scheduled to expire on June 29, 2029, subject to the provisions of the Original Agreement; provided, however, that Section 6 is hereby deleted in its entirety, and Grantee shall have no right to an Extension Request or to any Renewal Term.

4. Terms. Except as expressly modified by this First Amendment, all terms and provisions of the Original Agreement shall remain in full force and effect.

5. Counterparts. This First Amendment may be executed in two or more counterpart copies, or by facsimile or e-mail .pdf, both of which counterparts shall have the same force and effect as if both Parties hereto had executed a single copy of this First Amendment.

6. Binding. This First Amendment shall be (a) binding upon and inure to the benefit of the Parties hereto and their respective representatives, transferees, successors and assigns (except as expressly otherwise provided in the Original Agreement) and (b) governed by, and construed in accordance with, the laws of the District of Columbia, without regard to conflicts of law provisions.

7. Absence of Interest. Grantee represents and warrants that no officer, agent, employee, elected official or representative of the District of Columbia, including of the Council of the District of Columbia, has received any payment or other consideration for the making of this First Amendment, and that no such person has any interest, direct or indirect, in this First Amendment, or the proceeds thereof or related thereto.

8. No Partnership; No Third Party Beneficiaries. Nothing contained in the Agreement shall be deemed or construed to create a partnership or joint venture of or between Grantee and the District. Nothing contained in the Agreement shall be deemed or construed to create any third party beneficiaries. The only entities that the Parties intend to be benefitted by the Agreement are Grantee and the District.

9. Severability. Each provision of this First Amendment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this First Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this First Amendment and 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.

10. Not a Contract for Goods or Services. This First Amendment is not intended to be, nor shall it be deemed or construed to be a contract for goods or services. Nothing contained in this First Amendment, and no future action or inaction by the District under the Agreement, shall be deemed or construed to mean that the District has contracted with Grantee to perform any activity at the premises or the property that is not ancillary to this First Amendment. Grantee expressly acknowledges that the District is prohibited by law from entering into contracts for goods and services without following the procedures set forth in the Procurement Practices Reform Act of 2010, D.C. Official Code § 2-351.01, *et seq.*, as may be amended from time to time, or any other applicable procurement authority.

Signature Pages Follow

IN WITNESS WHEREOF, the District and Grantee have entered into this First Amendment as of the First Amendment Effective Date.

DISTRICT:

DISTRICT OF COLUMBIA,
a municipal corporation, acting by and through
its Department of General Services

By: _____
Keith A. Anderson
Director

Approved as to Legal Sufficiency for District of Columbia by:
The Office of the General Counsel for the Department of General Services

By: _____
Assistant General Counsel

Second Signature Page Follows

EXECUTION VERSION

GRANTEE:

MARET SCHOOL, INC.,
a District of Columbia non-profit corporation

By: Mary Josephine Talbott
Name: Mary Josephine Talbott
Title: Head of School

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