NEIGHBORHOOD COOPERATION AGREEMENT

This NEIGHBORHOOD COOPERATION AGREEMENT (this "Agreement"), is made effective as of this 28th day of June, 2010, by and among Lowell School, a District of Columbia non-profit corporation with an address at 1640 Kalmia Road, NW, Washington 20012 ("Lowell" or "School"), ANC 4A, and certain neighbors of Lowell signing below, which neighbors are currently owners of real property identified after their signatures (the "Neighbors"). Lowell School will incorporate this document into its Washington DC Zoning Application PUD.

WITNESSETH

WHEREAS, Lowell is the owner of The Lowell School, a pre-primary to 6th Grade School which is seeking to expand to the 8th Grade and is located at 1640 Kalmia Rd NW (Square 2745F, Lot 817) and 7775 17th Street, NW (Square 2745F, Lot 815);

WHEREAS, Lowell has informed residents of the surrounding neighborhoods that it is applying to the Zoning Commission to modify an existing Planned Unit Development ("PUD") to expand its operations to include 7th and 8th Grades, to increase the current cap on the number of its staff and faculty to 100, and to renovate its facilities. The expansion to eighth grade is consistent with the objective of ensuring the long term sustainability of the school.

WHEREAS, desiring to maintain the residential character and quality of life of the neighborhood and its public safety, the Neighbors have expressed concerns about, among other things, public safety, pedestrian and vehicular traffic and parking in surrounding streets occasioned by the School's expansion of two additional grades and its renovation; and

WHEREAS, Lowell shall address the various concerns raised by the Neighbors, as well as other interested property owners living in the community, which owners have an interest in the School's presence and in the residential quality, quality of life and public safety that may be affected by the School's operations in the community, and Lowell recognizes the importance of living in harmony with the surrounding community; and

WHEREAS, Lowell shall operate with consideration for, and in cooperation with, its Neighbors and the neighborhood with respect to traffic and the School's renovation, and to establish and maintain regular communications with the Neighbors and the community and

WHEREAS, Lowell shall obtain the Neighbors' support for the Zoning Commission's approval of the Application; and

NOW, THEREFORE, in consideration of the foregoing and for the good and valuable consideration, as further described herein, the mutual receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

TRAFFIC

1. The operation of the School will comply with and be subject to the terms of this Agreement, applicable laws and regulations of the District of Columbia, and any order or approval applicable to the School issued by the District of Columbia Zoning Commission ("Zoning Commission").

2. Lowell shall withdraw that certain portion of the Modification of an Approved Planned Unit Development Supplemental Submission dated June 11, 2010, concerning only a proposed new drive that would have permitted access to Lowell via Kalmia Road and Lowell instead will adopt its original proposal made to the Zoning Commission concerning the ingress from 17th Street shown in the initial application to the Zoning Commission dated December 14, 2009, which includes a service road adjacent to Parkside.

3. Lowell agrees to implement and enforce the following Rules:
   a. Drivers using vehicles to transport students enrolled in the School ("Drivers") will not drive through any of the neighborhood alleys.

   b. Drivers will not exceed posted speed limits and will stop at stop signs and obey other official traffic safety laws applicable.

   c. Lowell will:
      i. Not allow Drivers or delivery and pickup vehicles to park on Kalmia Road, 17th Street, Myrtle Street, or Orchid Street during drop-off and pickup periods (currently defined as 7:30 to 9:00 am and 3:00 to 4:30 pm);

      ii. Not allow Drivers or delivery and pickup vehicles to park in or obstruct any driveway or garage in the community;

      iii. Not allow Drivers or delivery and pickup vehicles to use any driveway to execute a three point turn;

      iv. All vehicles will be required to display a Lowell School carpool placard that can be identifiable to the neighborhood.

   d. Lowell drivers shall not use Jonquil Street between 16th and 17th streets during the pick-up and drop off periods. Lowell families who live on Jonquil are allowed to use Jonquil to access Lowell.

4. During the morning and afternoon peak drop-off and pickup periods, Lowell will assure that at least two staff members are posted on the sidewalk near the Kalmia Road entrance/exit and one staff member at the 17th Street entrance to enforce the Rules. In

addition, Lowell will periodically (at least 16 times per year) post a staff member to assure that Lowell drivers are not using Jonquil Street as prohibited in Section 3(d) above.

a. The new 17th Street service road will be closed during non-drop off and pickup times; provided, however, the service road may be used for additional parking during school events.

5. During the afternoon peak pickup period, Lowell will assure a legally authorized traffic control officer is posted at the carpool entrance to manage traffic into the School.

6. During the morning peak drop-off period, Lowell will assure a legally authorized traffic control officer is posted at the carpool exit to manage traffic leaving the School.

7. In the event that the stacking on 17th Street reaches the intersection of 17th Street and Kalmia Road, Lowell drivers shall not make a left hand turn on to 17th Street from Kalmia.

8. Lowell will continue to promote and support family carpooling efforts through its use of geo-mapping technology which will continue to be posted on its website and accessible to families, a carpool committee, and frequent communications to families.

9. Lowell recognizes the importance and need for a robust bus service for Lowell families. Lowell will offer private bus service to families beginning at least as early as the Fall of 2011; Lowell will actively promote and encourage the use of the private bus service by its families; and Lowell will provide reasonable financial incentives to subsidize and encourage the use of the private bus service by its families.

10. Lowell will encourage its families to walk or bike to the School whenever practicable.

11. Lowell will encourage its faculty and staff to carpool, ride-share, and use public transportation, and to support use of public transportation through a Metro pre-tax payroll deduction.

12. Lowell will encourage its faculty and staff to walk or bike to work, and to support this multi-modal transportation model by providing a rewards program, bike racks and showers.

13. Lowell will incorporate the traffic and parking management rules under this Agreement (the "Rules") into its enrollment agreement with families of students enrolled in the School, the Rules into the "family handbook", and require each enrolling family to sign the traffic and parking management agreement.

14. Lowell will post the Rules on its website and the Rules will be otherwise frequently communicated through various correspondence with Drivers and the ANC Commissioner.

15. At each New Parent Orientation meeting for the School, Lowell will distribute written copies of the Rules to families and stress the importance of the Drivers' strict adherence to the Rules.

    a. Each complaint of any violation of the Rules ("complaint") will be received by Lowell and documented, in writing.

    b. The first verified complaint will be documented and maintained in the student's file associated with the driver and the family will receive a warning.

    c. The second verified complaint will result in a $50 fine assessed against Lowell.

    d. The third verified complaint will result in
        1. a $100 fine assessed against Lowell and
        2. Lowell requesting a meeting to discuss the Rules violation with the family and Lowell Director of Finance, Facilities and Operations.

    e. The fourth verified complaint will result in
        1. A $200 fine assessed against Lowell and
        2. A meeting in person with the Head of Lowell and shall be advised of the importance of the Rules to Lowell and the Community and that continued violations may result in termination or suspension of the parent's contract with Lowell

    f. Each subsequent verified complaint will result in
        1. a $300 fine assessed against Lowell and
        2. Lowell requesting a meeting to discuss the Rules violations with the family and Lowell Head of School and
        3. Lowell requesting the family to write a letter to the ANC Commissioner expressing their reason for the Rules violations.
        4. May result in termination or suspension of the parent's contract with Lowell

    g. The family will have an opportunity to respond in writing to each notice of complaint.

    h. Fines collected from violators will be paid by Lowell to the Lowell School Financial Assistance Fund.

16. Lowell will keep complaints and dispositions on file for Neighbors who request them and shall report the number of violations and the amount paid to the Community Relations Council each quarter.

17. Lowell will post this Agreement and the Rules on its website and will post the name, email address and telephone number on its website of a responsible person associated

with Lowell (the "Community Liaison") so any Neighborhood complaints or inquiries can be made and can be quickly addressed by the School.

18. Lowell strongly supports the Neighbors desire to install traffic calming measures on nearby streets and to install additional amenities (including striping, signage, and crosswalks) to improve pedestrian and traffic safety in the vicinity of the School and will work with the Neighbors and ANC in efforts to have District Department of Transportation ("DDOT") implement such measures and amenities.

19. Lowell shall establish and maintain a Community Relations Council to provide the neighborhood with a mechanism to have its views considered and acted upon in connection with the activities at the School. The Community Relations Council shall include representatives of ANC 4A, owners of property abutting the school, and other interested persons. Lowell shall conduct meetings of the Community Relations Council at least quarterly, giving notice of the meetings to committee members and to the owners of all property within 200 feet of the subject property. More frequent meetings will be held if the circumstances so require or if it is desirable. This will also serve as a forum for Lowell or the neighbors to make a proposal for a change to these agreements. Detailed minutes of all meetings shall be taken, maintained, and circulated Detailed minutes of all meetings shall be taken, maintained, and circulated among the members.

20. Lowell will provide each Neighbor with the name and contact information of the Community Liaison who will accept complaints and concerns, answer inquiries and take appropriate action, and monitor actions taken by others to address any problems or Rule violations. Lowell will send by email to each Neighbor any change to the Community Liaison or his or her contact information. In addition Lowell will maintain a voluntary neighborhood email distribution list for the purpose of notifying neighbors of special events that involve some parking spill over and to keep neighbors informed of other matters of interest to those in close proximity to the school.

FRASER BUILDING

21. In connection with the removal of its Fraser building located on its campus, Lowell will address potential environmental concerns in accordance with the provisions set forth in the following paragraphs.

22. Lowell will follow all applicable federal and local rules and regulations regarding the demolition of the Fraser building.

23. Lowell will raze the Fraser building only in accordance with the following procedures.

24. Lowell will employ a qualified environmental engineer in connection with the removal of asbestos and other hazmat from the Fraser building. As used in this Agreement a

qualified environmental engineer will have the following qualifications: an asbestos building inspection certification from Maryland, Virginia or the District of Columbia, at least ten years of experience in supervising asbestos abatement remedial projects, and at least a college degree in environmental science or a related field.

25. Lowell will take all safety precautions required by law and suggested by its environmental engineer during the removal of the Fraser building.

26. All provisions of the Construction Management Plan submitted to the Zoning Commission shall be in effect during demolition of the Fraser building.

27. *Communication*:
    a. Lowell shall provide Neighbors with all environmental reports regarding Fraser.

    b. Lowell shall designate a point of contact to respond to any community concerns during the demolition process.

    c. Lowell shall post on its website weekly updates on the progress of the building removal.

28. *Task Force*. At least 120 days prior to application for permit for demolition, Lowell shall establish a task force consisting of one representative of Lowell, 1 ANC member and a minimum of four members of the community (to be determined by Advisory Neighborhood Commission ("ANC") 4A). The Task Force shall meet on a regular basis to discuss the status of the building demolition and to address any community questions.

29. *Third Party Expert Review*. Lowell will pay the cost up to $10,000.00 for a qualified environmental engineer (as previously defined in this document) chosen and retained by the Task Force. The Lowell environmental engineer will commence the process and take the lead .The Task Force environmental engineer may review Lowell's proposed procedure for the removal of asbestos in connection with the demolition of Fraser and for addressing any related hazmat concerns. The Task Force environmental engineer may consult with the Lowell environmental engineer to ensure that all safety precautions required by law and otherwise appropriate for the removal of the asbestos and other hazmat from the building are being taken. The Task Force and Lowell environmental engineers will work together in good faith to ensure that the asbestos and other hazmat in the Fraser building is removed safely and in accordance with federal and local rules and regulations and accepted industry practices. The Task Force environmental engineer shall have access to Fraser demolition site at all times during the removal of the asbestos and other hazmat and at other reasonable times provided reasonable notice is given by the Task Force environmental engineer. Lowell will follow all the procedures and precautions agreed upon by the Task Force and Lowell environmental engineers. If Task Force and Lowell environmental engineers cannot agree in good faith on an issue concerning the removal of the asbestos or other

hazmat from Fraser, Task Force and Lowell environmental engineers will choose an independent qualified environmental expert who will resolve the issue and the parties will abide by such resolution.

30. *Notice*. Lowell will provide ANC 4A and residents living within 200 feet of the Lowell campus ("Neighbors") 90-days notice before commencing with the demolition of Fraser.

PLAY AREA AND PARKING GARAGE

31. In connection with the use of the proposed play area and proposed parking garage,

a. Lowell shall secure the play area from 6 p.m. to 9 a.m.,
b. Lowell shall fence the play area, not light the play area for night use, use security lighting for the garage and play area in such a way as to provide additional security without disturbing adjacent neighbors, as provided in sub-paragraph k below
c. Lowell shall lock the parking garage after 6 p.m. or after evening events.
d. The play area shall not be used after 6:00 pm on weekdays or at all on weekends.
e. Lowell will provide adult supervision during any outdoor activity for students on the play area.
f. No interschool organized sports shall be conducted on the play area.
g. Lowell shall not employ loudspeakers or amplified music on the play area.
h. Lowell shall not permit use of the play area at any time by any persons or groups for purposes not related to school use.
i. Lowell, at its expense, shall retain a structural engineer and any other appropriate professional to take appropriate measures to make sure that the abutting properties do not suffer soil erosion, structural or foundation damage.
j. Lowell shall not allow any outside individual or group to rent or lease the play area. To the extent that Lowell donates its facilities as a public service, such events (upon 7 days notice to the neighbors) shall not take place on the play area.
k. Lowell shall consult with the owners of abutting properties regarding further refinement of the lighting plan.
l. Construction trucks, equipment, materials and activities must be located as far from abutting properties as practicable to mitigate air quality and noise impacts.
m. Trespass by Lowell students on private property shall be an infraction of the rules.

32. Undersigned Neighbors agree to support or not to oppose Lowell in writing or by oral testimony of an authorized representative(s) of Neighbors in any administrative

proceedings, applications, and/or actions before the various District of Columbia agencies necessary to fully implement this Agreement.

33. Lowell School agrees to abide by the agreements in this document.

34. It is understood and agreed that the obligations in this agreement are binding on the parties only in the event Lowell succeeds in obtaining full approval of the PUD modifications sought under Zoning Commission case 97-16A. If such approval is not obtained, then this agreement shall have no force or effect and shall not be binding upon Lowell School, with the exception of the traffic plan that can be implemented without facility changes.

35. If any provision of this agreement shall be declared invalid, illegal, unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and such remaining provisions shall continue in full force and effect. Nothing herein will supersede the laws and regulations of the District of Columbia or prevent the parties from seeking enforcement of said laws and regulations.

Signed by:

Debbie Gibbs, Head of Lowell School — Date: 6/30/2010

Jennafer Kwait, Chair of the Board of Trustees of Lowell School — Date: 6/30/2010

Doug Odom, Director of Finance, Facilities and Operations of Lowell School — Date: 6/30/2010

Stephen Whatley, ANC Chair, ANC 4A — Date: 6/30/2010

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: _____ Date: 6/30/10
Address: 1624 Jonquil St NW

Neighbor Signature: _____ Date: 6-3-10
Address: 1624 Jonquil St. NW Wash DC 20012

Neighbor Signature: Gloria Rose Ford Date: 6/30/2010
Address: 1623 Jonquil St N.W. Washington, DC 20012

Neighbor Signature: _____ Date: 6/30/2010
Address: 1619 Jonquil St. N.W

Neighbor Signature: _____ Date: 6/30/10
Address: 1619 Jonquil St. NW DC. 20012

Neighbor Signature: _____ Date: 6/30/10
Address: 1624 Jonquil St, NW

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: _____ Date: 6/30/10
Address: (M. E. BATTLES) 1645 JONQUIL ST NW, WASH, DC 20012

Neighbor Signature: _____ Date: 6/30/10
Address: (JOYCE S. BATTLES) 1645 JONQUIL ST NW, WASH, DC 20012

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: _____ (David Frank) Date: June 29, 2010
Address: 1636 Kalmia Rd NW, Washington DC 20012

Neighbor Signature: _____ Brian Joseph Date: June 29, 2010
Address: 7909 ORCHID ST NW WDC 20012

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: Leah Barr (Leah Barr) Date:
Address: 7909 Orchid St. NW

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: _____ Date: 9/1/10
Address: 1626 Kalmia Rd NW Washington, DC 20012

Neighbor Signature: _____ Date: 7/1/2010
Address: 1626 Kalmia Rd. NW

Neighbor Signature: _____ Date:
Address: _____

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: Catherine Creech Date: 6/30/2010
Address: 1701 Holly St., NW WDC 20012

Neighbor Signature: _____ Date:
Address: _____

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: Myrtle Sockwell Date: 7/1/10
Address: 1685 MYRTLE ST NW

Neighbor Signature: Harriet Sockwell Date: 7/1/10
Address: 1685 Myrtle St. N.W.

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: [signature] Date: 7/1/10,
Address: 1626 Kalmia Rd NW Washington, DC 20012

Neighbor Signature: Margaret Bush Date: 7/1/2010
Address: 1626 Kalmia Rd. NW

Neighbor Signature: _____ Date: _____
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: Rozita Lee Date: 6/30/2010
Address: 1757 SYCAMORE STR, NW

Neighbor Signature: Franklin Green Date: 7/1/10
Address: 1757 Sycamore Street, NW
Washington, DC 20012

Neighbor Signature: Marilyn Green Date: 7/1/10
Address: 1757 Sycamore Street NW
Washington, DC 20012

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: _____ Date: 6-30-10
Address: ~~1625~~ 1625 Kalmia Rd. NW.

Neighbor Signature: Leslie Lewis Date: 6/30/10
Address: 1625 Kalmia Rd. N.W.

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: Wendell Douglas Date: 8/29/10
Address: 7280 17th St. NW

Neighbor Signature: [illegible] Date: 8/29/10
Address: 1702 Kalmia Rd NW
HUBERWOLCOM.COM

Neighbor Signature: [illegible] Date: 8/29/10
Address: 1710 17th St. NW
Pearlajwhite@aol.com

Neighbor Signature: Date:
Address:

Neighbor Signature: Date:
Address:

Neighbor Signature: Date:
Address:

Neighbor Signature: Date:
Address:

Neighbor Signature: Date:
Address:

Neighbor Signature: Date:
Address:

Neighbor Signature: Date:
Address:

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: _____ Date: 7/7/10
Address: 7800 Orchid St NW, DC, 20012

Neighbor Signature: _____ Date:
Address: _____

Signatures below are related to the Neighborhood Cooperation Agreement between Lowell School and its neighbors as completed on June 28, 2010.

Neighbor Signature: _____ Date: 7/1/10
Address: 1650 Sargent St. N.W. Wash. D.C. 20012

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Neighbor Signature: _____ Date:
Address: _____

Douglas Odom

From: Rmfields27@aol.com

Sent: Wednesday, June 30, 2010 9:11 PM

To: Douglas Odom

Subject: Re: Neighborhood Cooperation Agreement with Lowell School

siggned and returned by e-mail
Rona M. Fields,Ph.D.
1618 Myrtle St. NW
Washington, DC 20012

In a message dated 6/30/10 7:27:27 P.M. Eastern Daylight Time, dodom@lowellschool.org writes:

> Dear Neighbors,
>
> Hopefully many of you who were involved in drafting the attached Neighborhood Cooperation Agreement with Lowell have had a chance to review this final version that was circulated yesterday. Thank you to those who have already provided your signature in support of the Agreement. We believe this document represents many interests and concerns of our neighbors and sets forth a plan of continued cooperation between Lowell and the community. If would be significant at our hearing before the Zoning Commission tomorrow evening if we could present this agreement with many signatures of support from our neighbors.
>
> In order to include your signature of support in the hearing we will need to collect the last page of the agreement with your signature, address and date on it by 4:00 pm Thursday. We are happy to collect your signature in a variety of ways including:
> 1. Drop it off in person in the main office at Lowell School
> 2. Email it as an attachment to Debbie Gibbs, Head of School, at dgibbs@lowellschool.org or email it to me at dodom@lowellschool.org
> 3. Fax it to 202-577-2060
> 4. Call me on my cell phone at 202-413-9355 and I will come to your house and pick it up in person.
> 5. Stop by the office at Lowell and we will have a copy available for you to sign
>
> If you think there are neighbors who would like to sign the Agreement and have been left out of the communication, please feel free to pass this message along.
>
> If you have any questions please don't hesitate to contact me.
>
> Thank you,
>
> Doug Odom
> Director of Finance, Facilities, and Operations
> Lowell School
> 1640 Kalmia Rd NW
> Washington DC 20012
> 202-577-2077 direct