

3. Mr. Jachmann's comments were based upon my report of a briefing session conducted by the Japanese Educational Institute of New York ("JEI") that I attended as a PTA representative.

4. The briefing session was organized by JEI, and held on Friday, May 5, 2006.

5. The purpose of the meeting, as explained by JEI, was to report to the parents about the arrangements that were being made between JEI and Westchester Fairfield Hebrew Academy ("WFHA") regarding sharing the Greenwich Campus.

6. JEI sent to the meeting Mssrs. Kashima, Watanabe, and Kanasugi. Also, JEI had in attendance Mr. Toki (School Principal), Mr. Osa (School Vice-Principal), and Mr. Shima.

7. To the best of my knowledge, JEI has an Operating Committee, the Operating Committee has a subcommittee on sharing the Greenwich Campus, and Mssrs. Kashima, Watanabe and Kanasugi are involved in the work of the subcommittee on sharing.

8. Mr. Rikiji Tomita, JEI's Executive Secretary, was not present at this briefing session. We were informed that he could not attend because he was in Japan due to a family matter.

9. A major topic of the briefing session was a report on the new security system and security plan that WFHA would be installing and implementing.

10. The main spokesperson for JEI regarding the new security system was Mr. Watanabe. (This is NOT Mr. Hiroyoshi Watanabe, who submitted an affidavit in support of the PTA, but another man who happens to have the same last name.)

11. Mr. Watanabe explained that all of the buildings on the campus would have locked entry doors. In order to enter a building, one would have to run an individual security pass through an electronic card reader. The PTA raised concerns about how this would affect the

ability of the children to move about the campus to attend classes and activities, and how teachers would probably have to be diverted from their teaching and preparation work in order to escort the smallest children around the campus.

12. Mr. Watanabe also briefed us on the costs of the new security system. He said that the estimated cost of installation was \$200,000, and that the estimated annual cost of maintaining the new centralized electronic system was \$15,000.

13. Mr. Watanabe said that JEI would pay for one half of the installation cost, approximately \$100,000, and then on an annual basis a share of the maintenance costs.

14. I asked Mr. Watanabe why should JEI pay for the initial installation cost, shouldn't that be a landlord responsibility, especially since the system would still be in place when JEI leaves.

15. Mr. Watanabe replied that JEI decided that it is reasonable for JEI to pay half of the installation cost because JEI would be making use of the system over the coming years.

16. I understood from Mr. Watanabe's opening statement that JEI would be paying half of the initial installation cost as indicating that JEI would make that payment at the time the work was done, as distinct from the maintenance costs which he said would be paid year by year in the future.

17. In further discussion, and responding to questions, Mr. Watanabe did **not** say that the \$100,000 expense would be amortized over eight years and passed on as additional rent. He did **not** say that because that installation cost was paid in the monthly rent, then JEI would not need to pay the entire cost if it left the Greenwich Campus before the end of eight years and no longer had to pay rent.

18. Even though my questions were obviously based on my understanding Mr. Watanabe's initial remarks to be reporting on an agreement by JEI to make an initial lump sum payment of approximately \$100,000 to WFHA, Mr. Watanabe did not give any indication that JEI's payments would not be in a lump sum but rather would be amortized and paid over eight years.

HAMAKO KING

Sworn to before me
this day of July, 2006

Notary Public