

COMMON ROOFTOP DECK AND MEETING ROOM ACCESS AGREEMENT

THIS COMMON ROOFTOP DECK AND MEETING ROOM ACCESS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20____ by and between THE JOHN AKRIDGE MANAGEMENT COMPANY, a District of Columbia corporation ("Manager"), agent for and on behalf of IBEW Headquarters Building, LLC, a District of Columbia limited partnership ("Owner"), and _____ ("User").

WHEREAS, Owner is the owner of property known generally as IBEW Headquarters Building and located at 900 7th Street, N.W., Washington, D.C. (the "Building") and has engaged Manager to be the manager of the Building.

WHEREAS, User desires to either use (i) the common portion of the Rooftop deck area of the Building (i.e., that portion of the deck intended for common use by tenants of the Building, as opposed to that portion of the Rooftop deck area dedicated to the exclusive use of the Owner and the IBEW) (the "Rooftop Area") which is set forth in the attached diagram (Attachment 1), or (ii) the large meeting room located on the ML Level of the Building (the "Meeting Space"; the Rooftop Area or the ML Space, as applicable, shall sometimes be referred to herein as the "Designated Space"), for the purpose of _____ (the "Event"), on _____, 20____, between the hours of _____ and _____. A total of no more than ____ people will attend the Event. The Event will be

_____ [provide detail of Event such as purpose/nature of Event; catering; music; seating arrangements; conference; equipment; etc.....]

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained in this Agreement, the parties hereto hereby agree as follows:

1. Rules and Regulations

Manager hereby grants access to and use of the Designated Space to User and User hereby accepts access to and use of the Designated Space. In connection with such access to and use of the Designated Space, User acknowledges and agrees that it shall be subject to and shall comply in all respects with "Rules and Regulations for Use of Common Rooftop Deck and Meeting Room -- 900 Seventh Street, N.W.," a copy of which is attached and incorporated by reference herein (Attachment 1) with the same effect as if fully set forth herein. By execution of this Agreement, User acknowledges that it has read and understands such rules and regulations and will be bound thereby.

2. Termination

Manager shall have the right, in Manager's sole and absolute discretion, with or without cause, to terminate this Agreement at any time upon two (2) days advance notice to User, provided

Manager reimburses User any sums previously paid by User under this Agreement as of the date of such termination.

3. Default

The following shall be defaults hereunder (an "event of default"):

(a) The failure of User to comply with any of the rules and regulations set forth on **Attachment 1** hereto; and

(b) the default by User in the due observance or performance of any of the undertakings, agreements, covenants, obligations, promises, conditions, responsibilities or other understandings undertaken by User in this Agreement. An event of default hereunder by User shall be deemed an Event of Default under User's Agreement of Lease with respect to the Building.

4. Remedies

Upon the occurrence of an event of default, Manager shall be entitled to:

(a) Terminate this Agreement and all rights of User hereunder upon notice to User, including, but not limited to, the termination of User's right to use the Designated Space.

(b) In addition to, and not in lieu of, the rights provided in Paragraph 5, exercise any and all other rights and remedies available to it at law or in equity.

5. Expenses. User shall pay Manager all reasonable expenditures to cover operating expenses, including but not limited to cost of necessary staffing required for this Event to take place and to restore the Designated Space to its original condition.

6. Assignment

This Agreement may not be assigned by User.

7. Miscellaneous

7.1. All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Owner is an express beneficiary of this Agreement.

7.2. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (but not including its choice-of-law rules).

7.3. This Agreement, including **Attachment 1**, contains the entire agreement of the parties with respect to the subject matter hereof, and there are no other understandings,

agreements, representations or warranties, written or oral, express or implied, between the parties related to the subject matter hereof that are not expressly stated in this Agreement.

7.4. This Agreement may not be amended, modified, changed or waived except by an instrument or instruments in writing and signed by Manager and User.

7.5. Any notices required or authorized to be given hereunder shall be in writing and shall be effective upon receipt if delivered personally or by commercial courier, against receipt, or by certified mail, return receipt requested, (i) if to Owner or Manager, to The John Akridge Management Company, 601 13th Street, N.W., Suite 300 North, Washington, D.C. 20005 (Attention: Mary Lynch), and (ii) if to User, to _____.

IN WITNESS WHEREOF, the parties have executed this Common Rooftop Deck and Meeting Room Access Agreement as of the date and year first written above.

MANAGER:

IBEW Headquarter Building, LLC

By: The John Akridge Management Company
Management Agent

Name: _____

Title: _____

USER: _____

By: _____

Title: _____

**RULES AND REGULATIONS
FOR USE OF
COMMON ROOFTOP DECK AND MEETING ROOM
900 SEVENTH STREET, N.W.**

THESE RULES AND REGULATIONS have been adopted by IBEW Headquarters Building LLC (“Landlord”), owner of the office building commonly referred to as the IBEW Headquarters Building or 900 Seventh Street, N.W. (the “Building”), in order to govern the usage of (i) the public portion of the rooftop deck area of the Building (i.e., that portion of the deck intended for the common use by tenants of the Building as opposed to that portion of the Rooftop deck area dedicated to the exclusive use of the Landlord and the IBEW) (the “Rooftop Deck”); and (ii) the large meeting/conference room located on the “ML Level” of the Building (the “Meeting Room Space”). The Rooftop Deck and the Meeting Room Space shall be referred to herein as the “Designated Space”. These Rules and Regulations may be amended, supplemented or revised from time to time in the good faith discretion of Landlord. These Rules and Regulations are not intended to apply to Landlord or its affiliates.

1. Availability. The Designated Space shall be available to tenants of the Building as (and if) provided for in their respective leases. Reservation and use of the Designated Space by such a tenant for a private function, conference or meeting held by such tenant (an “Event”) shall be on a first-come first-serve basis, with the further understanding that certain dates may be blocked-out as unavailable. In order to reserve the Designated Space, tenant must submit a written request to Manager in writing in the form of the Common Rooftop Deck and Meeting Room Access Agreement to which these Rules and Regulations are appended, no later than six (6) weeks prior to the requested date, specifying which of the Designated Space is being requested (i.e., the Rooftop Deck or the Meeting Room Space), the date, hours, nature of Event, number of individuals anticipated, and such other information as the Landlord or Manager shall reasonably request.

2. Limitations.

2.1. Use of the Rooftop Deck is limited to a total of 84 persons.

2.2. Use of the Meeting Room Space is limited to a total of ___ persons.

2.3. The related Event must be held directly by the tenant; tenant may not license or assign to any other person the right to use the Designated Space.

2.4. No Event held in the Designated Space may be used in order to generate income or profit for tenant, and use is strictly limited to events incidental to tenant’s business (e.g., a party for employees; a conference or meeting of the tenant’s employees).

2.5. The Designated Space shall not be used for any Event honoring, featuring or raising funds for any public official, political organization or other entity that has a political or partisan characterization.

2.6. Tenant may not use the Designated Space if an uncured default exists under its lease in the Building.

2.7. Landlord reserves the right to impose a reasonable limitation on the number of Events which a Tenant may hold within any twelve (12) month period.

3. Rules.

3.1. Tenant is responsible for obtaining all necessary and appropriate permits and licenses relating to the Event and providing copies of the same to Manager.

3.2. Tenant is responsible for complying with all requirements of law relating to such Event.

3.3. All Events with respect to the Rooftop Deck must be concluded by 10:00 p.m.; all Events with respect to the Meeting Space must be concluded by [6:30 p.m.].

3.4. Guests must use elevators designated by Manager.

3.5. There shall be no smoking permitted at any Event.

3.6. Any decorations for the Event held on the Rooftop Deck must be reasonably approved by Manager.

3.7. The Designated Space shall not be used for any offensive purpose in the sole discretion of Manager and Owner.

3.8. All clean-up/item removal must occur by no later than 1 (one) hour following the conclusion of the Event.

3.9. Tenant must ensure that tenant and guests stay within designated area. Tenant is responsible for keeping guests orderly.

3.10. No children under eighteen (18) years of age shall be permitted unless directly supervised by an adult.

3.11. Manager shall approve in advance any proposed signage for the Event.

3.12. No open flames shall be permitted (other than, as to the Rooftop Deck, properly supervised chafing dishes).

3.13. No signage, decorations, frames, etc. shall penetrate the floors, walls, planters or any other permanent fixtures of the Designated Space or the Building.

3.14. Entrance for Event will be limited to the main entrance. However, all Building entrances will remain unobstructed at all times.

3.15. All table legs and other equipment used on the Rooftop Deck must have rubber protectors or a protective surface.

3.16. Any equipment or additional furniture to be used by tenant in the Meeting Space shall be reasonably approved by Landlord.

3.17. No Event in the Meeting Space shall produce unreasonable noise or otherwise disrupt the use of other tenants' space/work.

3.18. Abandoned property shall become the property of the Landlord.

3.19. No fireworks or similar entertainment of any sort will be permitted.

3.20. Only Union labor (to include deliveries, caterers, security, equipment operators, set-up or other labor or service providers) will be allowed.

3.21. All vendors and service providers used must present a Certificate of Insurance to Manager prior to entering property. Each of the following must be added as an additional insured: IBEW Headquarters Building, LLC; International Brotherhood of Electrical Workers; and The Akridge Management Companies. The Certificates of Insurance should be sent to Carol Burke at Akridge either via email at cburke@akridge.com or fax 202-347-8043 (or such other person or persons as Landlord shall designate). At least seven days prior to the event, the vendors and service providers shall present to the Property Manager such Certificates of Insurance which shall provide coverage as follows:

- (a) Bodily Injury Liability \$1,000,000 per Occurrence
- (b) Property Damage Liability \$1,000,000 per Occurrence
- (c) Liquor Liability \$1,000,000 per Occurrence (if applicable)
- (d) Fire Legal Liability \$1,000,000 per Occurrence
- (e) Any caterer hired by the User shall present evidence of acceptable Liquor Liability insurance coverage (which shall be in addition to the User's Host Liquor Liability insurance).

3.22. Selected caterer and user must agree to meet with the Manager at least 10 working days prior to the Event to coordinate proper building use.

3.23. Only background music may be played, beginning at 7:00 p.m.

3.24. Building clients may use the lobby for ingress and egress during an Event.

3.25. Representative of Manager will be on the premises during all special events at the expense of the user.

3.26. Tenant shall immediately reimburse to Landlord the cost of any damage/clean-up caused by the Event.

3.27. For use of the Rooftop Deck, no items shall be thrown from the roof. All items, furnishings, equipment, etc. shall be secured against movement/damage by wind.

3.28. For use of the Rooftop Deck, one (1) unisex restroom will be made available on the Rooftop Deck. A separate men's restroom and women's restroom will be available on the ML Level for an Event held in the Meeting Space. Restrooms on the Floor of the Building on which Tenant is located may also be used with Manager's reasonable approval with the understanding that all restrooms will be thoroughly cleaned within one hour of the conclusion of the Event.

4. Parking. If Tenant wishes to utilize the parking garage located within the Building for the Event, Tenant shall discuss this with Manager who will attempt in good faith to facilitate an arrangement with the parking garage operator. Parking during business hours may be difficult to accommodate.

5. Loading/Unloading. The loading area to be used is accessible from I Street and is located in the center of the Building. Note the requirements of Section 6, below, applying to the use of the loading dock/loading area.

6. Union Labor. As with work performed in connection with each tenant's lease in the Building, all deliveries, loading, unloading, security, equipment operation, set-up, clean-up, catering and other services to be provided in connection with an Event must be performed by contractors and subcontractors who are bound by and signatory to a collective bargaining agreement with the applicable labor organization and who observe area standards for wages and other terms and conditions of employment, including fringe benefits. All electrical-related work, including, without limitation, the running of cables and wires and electrical connections, must be performed by the Manager and tenant will promptly pay for the cost thereof.

7. Indemnification. Tenant shall indemnify and hold Landlord and Manager harmless from and against any cost, damage, claim, liability or expense (including reasonable attorney's fees) incurred by or claimed against Landlord or Manager, directly or indirectly, which is occasioned by the tenant's use of the Designated Space for an Event.