

Attachment A



BYLAWS

FOR

DC USA CONDOMINIUM

Date: March 26, 2008

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2008

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BYLAWS

FOR DC USA CONDOMINIUM

ARTICLE 1

General Provisions

Section 1.1. Name. These Bylaws provide for the governance of the Condominium by the Unit Owners Association pursuant to the requirements of Subchapter III of the Condominium Act. The name of the Unit Owners Association shall be the "Unit Owners Association of DC USA Condominium, Inc."

Section 1.2. Office. The office of the Condominium and the Unit Owners Association shall be located at 3100 14th Street, N.W., Washington, D.C. 20010 or at such other place in Washington, D.C. as may be designated from time to time by the Unit Owners Association.

Section 1.3. Definitions. Terms used herein without definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified for such terms in Section 42-1901.02 of the Condominium Act.

ARTICLE 2

Unit Owners Association

Section 2.1. Composition. The Unit Owners Association shall consist of all of the Unit Owners. The Unit Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting Common Expense assessments and other assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Unit Owners Association pursuant to the Condominium Act, the Declaration, these Bylaws and the Rules and Regulations.

Section 2.2. Annual Meetings/Notice of Annual Meetings. The annual meetings of the Unit Owners Association shall be held on October 1st of each year (or if such day is a Saturday, Sunday or governmentally fixed legal holiday, on the next Business Day, or on such other day as may be approved by the Standard Majority Vote of the Unit Owners. The Secretary shall send notice of each annual meeting at least twenty-one (21) days in advance of each annual meeting. The giving of a notice of an annual meeting in the manner provided in this Section and Section 11.1 of these Bylaws shall be considered service of notice. The notice of the annual meeting issued to the Unit Owners must include a clear, concise and accurate statement of the matters to be considered at the annual meeting that will require the formal action and vote of the Unit Owners at the meeting.

Section 2.3. Place of Meetings. Meetings of the Unit Owners Association shall be held at the principal office of the Unit Owners Association or at such other place in Washington, D.C. that is approved by the Standard Majority Vote of the Unit Owners.

Section 2.4. Special Meetings. Any Unit Owner may request a special meeting of the Unit Owners Association. The President-Treasurer shall send notice of any special meeting to all Unit Owners which shall state the time, place and purpose thereof.

Section 2.5. Notice of Special Meetings. Notice of a special meeting shall be transmitted at least seven (7), but not more than thirty (30) days prior to such meeting, stating the time, place and purpose thereof. The giving of a notice of a special meeting in the manner provided in this Section and Section 11.1 of these Bylaws shall be considered service of notice. The notice of a special meeting issued to the Unit Owners must include a clear, concise and accurate statement of the matters to be considered at the special meeting called by the notice that will require the formal action and vote of the Unit Owners at the meeting.

Section 2.6. Quorum at Meetings. Provided the required notice is given, the presence in person or by proxy of two (2) out of the three (3) of the Unit Owners shall constitute and be necessary for a quorum at all meetings of the Unit Owners Association; provided, however, that (a) in the case of any matter requiring a decision by a Special Majority Vote, then, notwithstanding the presence of a quorum, no action may be taken by the Unit Owners Association on such matter except by a Special Majority Vote in accordance with the processes set forth in these Bylaws, except as specified in Section 2.7(d), and (b) in the case of any matter requiring the approval of all the Unit Owners, then, notwithstanding the presence of a quorum, no action may be taken by the Unit Owners Association on such matter except by the Unanimous Vote in accordance with the processes set forth in these Bylaws.

Section 2.7. Voting. Voting at all meetings of the Unit Owners Association shall be on a percentage basis and the percentage of the vote to which each Unit Owner is entitled shall be the Common Element Interests assigned to such Unit Owner's Unit in the Declaration as the same appears in the Common Element Interests Table appended to the Declaration.

(b) Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the President-Treasurer (if such a certificate is on file) or, in the absence of such named person from the meeting, the Person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 42-1903.05(c) of the Condominium Act. If a Unit Owner is not a natural Person, the vote for such Unit may be cast by any natural person having authority to act on behalf of such Unit Owner. Subject to the requirements of the Condominium Act, wherever the approval or disapproval of a Unit Owner is required by the Condominium Act or the Condominium Instruments, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Unit Owners Association. There shall be no cumulative voting.

(c) Except where a greater number is required by the Declaration or these Bylaws, a Standard Majority Vote is required to adopt decisions at any meeting of the Unit Owners Association.

(d) Where due notice has been given to and received by a Unit Owner of the call of a meeting of the Unit Owners Association to consider and take action on a specific matter noted in the notice of meeting, and either (i) a quorum cannot be established at the time and place specified in the meeting notice, or (ii) if a quorum is established, but no action on the matter is taken by the Unit Owners by Required Vote to approve or to disapprove the specific matter noticed, or no action is taken by Standard Majority Vote to extend consideration by the Unit Owners Association of that matter to a date certain in the future, then a call and notice of a special meeting of the Unit Owners Association may be given with regard to that specific matter. If a call of a special meeting of the Unit Owners Association is given, and either (iii) a quorum cannot be established at the time and place specified in the special meeting notice, or (iv) if a quorum is established, but no action on the matter is taken by the Unit Owners at the special meeting to approve or to disapprove the specific matter noticed by Required Vote, or no action is taken by Standard Majority Vote to extend consideration of that matter by the Unit Owners Association to a date certain in the future, then the matter shall be deemed to have been duly considered and approved by the Unit Owners Association, a Required Vote of approval as to that specific matter having been obtained. Before a specific matter approved by the Unit Owners Association in the manner specified above in this Section 2.7 may be implemented, the Unit Owners Association by and through the President-Treasurer shall deliver written notice to each Unit Owner advising the Unit Owner that the Unit Owners Association has taken action in such fashion and allow five (5) calendar days to pass from the date of the notice before implementation of the specific matter that was so approved. If within that five (5) day period a Unit Owner delivers a vote of disapproval of the action by proxy then the Unit Owners Association may not proceed to implement the specific matter; if no Unit Owner delivers a vote of disapproval by proxy within the five (5) day period, then the Unit Owners Association may proceed to implement the specific matter. Notwithstanding anything to the contrary in the foregoing, under no circumstances may any action taken by the Unit Owners Association pursuant to this Section 2.7(d) be deemed to relieve the Unit Owners Association (or any Unit Owner) from having to obtain, where applicable, Mortgagee approval on those matters where the Declaration or these Bylaws require Mortgagee approval or consent.

Section 2.8. Proxies. A vote may be cast by a Unit Owner in person or by proxy. A proxy may be instructed (directing the proxy how to vote) or uninstructed (leaving how to vote to the proxy's discretion). Proxies may be granted by any Unit Owner in favor of (a) any Mortgagee duly registered with the Unit Owners Association pursuant to Section 8.1 of these Bylaws as having an interest in such Unit Owner's Unit, but only if that Mortgagee shall be entitled to the same in accordance with the deed of trust or mortgage under which the Mortgagee holds its interest in the Unit, or (b) another Unit Owner. Proxies shall be duly executed in writing, shall be duly acknowledged (notarized), shall be dated, shall be signed by a natural person having authority at the time of the execution thereof to execute deeds on behalf of that Unit Owner, and shall be filed with the Secretary. Such proxy shall be deemed revoked only upon actual receipt by the natural person presiding over the meeting of notice of revocation from any of the persons owning such Unit. Any proxy shall terminate automatically upon the adjournment of the first meeting held on or after the date of that proxy. The Unit Owners Association shall be entitled to fully rely upon any proxy submitted on behalf of a Unit Owner without the need for inquiry, if a proxy on behalf of a Unit Owner is submitted in accordance with the provisions of this Section.

Section 2.9. Conduct of Meeting. The minutes of all meetings shall be held in a Minute Book maintained for the Unit Owners' Association by the President-Treasurer. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with these Bylaws, the Declaration or the Condominium Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting, or if action is taken without a meeting pursuant to Section 2.10, then by the President-Treasurer.

Section 2.10. Action Without a Meeting. Any decision required or permitted to be made at an annual or special meeting of the Unit Owners Association may be taken by written consent without a meeting of the Unit Owners Association provided that (a) consent to waive the holding of a meeting is obtained from all Unit Owners, (b) if applicable, consent to waive the receipt of advanced notice of such is obtained from all Unit Owners and (c) the Required Vote for such decision is obtained.

ARTICLE 3
Powers and Duties of the Unit Owners Association;
Delegation of Authority

Section 3.1. Powers and Duties. There shall be no executive or governing board of the Unit Owners Association. In addition to any responsibilities, duties or obligations imposed by the Condominium Act or the Declaration, the Unit Owners Association shall have the following powers and duties, subject to action first being taken by the Required Vote of the Unit Owners where a Required Vote is provided for in each case:

(a) Prepare and adopt by Required Vote an annual budget for each of (i) the expected General Expenses for the forthcoming fiscal year and the proposed supporting assessment of each Unit Owner for the General Expenses arising thereunder, (ii) the expected Limited Common Element Expenses for the forthcoming fiscal year and the proposed supporting assessment of each responsible Unit Owner for the Limited Common Element Expenses arising thereunder, and (iii) those known or anticipated Special Expenses, including costs and expenses for easement areas that one or more Unit Owners may have the benefit of, for the forthcoming fiscal year and the proposed supporting assessment(s) of each Unit Owner for the known or anticipated Special Expenses arising thereunder.

(b) Fix the amount of assessments against each Unit Owner to be collected by the Unit Owners Association, based upon the approved budget, to defray the General Expenses, the Limited Common Element Expenses and the Special Expenses of the Condominium, and establish the means and methods of collecting such assessments from each Unit Owner.

(c) Provide for (i) the operation, care, decoration, upkeep and maintenance of the General Common Elements, including but not limited to installation of temporary, seasonal displays, and (ii) for general access to and through the General Common Elements, as well as for delivery of services related thereto by the Unit Owners Association, including by and through the Service Facilities for which the Unit Owners Association is responsible.

(d) Provide security services and facilities in and for the General Common Elements, as well as in and for Unit No. 3, subject to the provisions of Section 5.10.

(e) Provide services and undertake responsibilities where a Unit Owner has failed in the performance of any of its obligations under the Declaration, these Bylaws, or the Declaration of Parking Operations, the costs incurred by the Unit Owner Associations being chargeable as Special Expenses to the appropriate Unit Owner(s), provided that such Unit Owner shall have been given no less than ten (10) business days to cure and/or correct its default after receipt of written notice to do so from the Unit Owners Association.

(f) Undertake alterations, repairs, replacements, additions and improvements to the General Common Elements, subject to compliance with the Facilities Access Conditions as applicable, provided that if any alterations, repairs, replacements and improvements would require the temporary closure of any entry to or from the Building through public corridors and staircases, or the Atrium Lobby, then such alterations, repairs, replacements and improvements may not be undertaken, except in an emergency or where applicable law requires otherwise, during the calendar months of August, November and December and such other months (or portions thereof) that are recognized and accepted from time to time as prime retail shopping periods in the retail market place in Washington, D.C., and additionally only during those hours that the tenants and occupants of Unit No.1 and Unit No. 2 are not open for business. Any such alterations, repairs, replacements, additions and improvements to the General Common Elements by or on behalf of the Unit Owners Association shall be accomplished in the minimum time reasonably necessary to complete the undertaking, and shall be conducted in a manner that is intended to minimize interference with the activities and normal business operations of any Unit Owner (or its tenants or occupants) .

(g) Subject to compliance with the Facilities Access Conditions as applicable, undertake alterations, additions and improvements to a Unit, any Limited Common Elements assigned to that Unit and any easement area benefiting one or more Unit Owners to the extent necessary where it can be reasonably established by the Unit Owners Association that a condition or situation in a Unit, any Limited Common Elements assigned to that Unit or any easement area benefiting one or more Unit Owners materially and adversely impacts the General Common Elements, any Limited Common Elements of any other Unit, or any other Unit, that the same needs to be corrected or cured to protect the General Common Elements, any other Limited Common Elements or another Unit, and that the same has not been duly undertaken by a Unit Owner or Unit Owners, as applicable, provided that such Unit Owner shall have been given no less than ten (10) business days to cure and/or correct its failure to cure or correct after receipt of written notice to do so from the Unit Owners Association.

(h) Designate, hire and dismiss the personnel and/or companies necessary for the maintenance, operation, repair and replacement of the General Common Elements and provide services for the General Common Elements and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the General Common Elements.

(i) Hire a Managing Agent as provided for by Section 3.4 of these Bylaws.

(j) Collect, when due and owing, the assessments for Common Expenses, special assessments of the Unit Owners Association, and Special Expenses to those Unit Owners for which Common Expenses were incurred by the Unit Owners Association, deposit the proceeds thereof in bank depositories designated by the Unit Owners Association and use the proceeds to carry out the administration of the Property.

(k) Open bank accounts on behalf of the Unit Owners Association with the signatories thereon designated by the Unit Owners Association.

(l) Make, or contract for the making of repairs, additions and improvements to or alterations of the General Common Elements, as appropriate Limited Common Elements, and as appropriate easement areas benefiting one or more Unit Owners, where in each case a Unit Owner has failed to perform its obligations with regard to the same for the benefit of the Condominium, the costs incurred by the Unit Owner Associations being chargeable as Special Expenses to the appropriate Unit Owner(s), provided that such Unit Owner shall have been given no less than ten (10) business days to cure and/or correct its default after receipt of written notice to do so from the Unit Owners Association, provided that any work undertaken would be subject to compliance with the Facilities Access Conditions as applicable.

(m) Make, or contract for the making of repairs to and restoration of the Property, in accordance with these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, provided that any work undertaken would be subject to compliance with the Facilities Access Conditions as applicable.

(n) Exercise such approval rights as provided to the Unit Owners Association by the Declaration or these Bylaws and enforce by legal means the provisions of the Declaration and these Bylaws;

(o) Act on behalf of all Unit Owners to take all actions to preserve and protect the Condominium with respect to all matters arising out of any eminent domain proceeding, and notify all Unit Owners of any litigation against the Unit Owners Association as a result thereof.

(p) Obtain and carry insurance against casualties and liabilities, as provided in Article 6 of these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.

(q) Pay the cost of all authorized services rendered to the Unit Owners Association.

(r) In accordance with Section 42-1903.14 of the Condominium Act, keep books with detailed accounts in chronological order of the receipts and expenditures by the Unit Owners Association affecting the Condominium, and the administration of the

Condominium, specifying the expenses of maintenance and repair of the Common Elements and any other expenses duly incurred. Such books and vouchers accrediting the entries therein shall be made available for examination by each Unit Owner, its attorneys, accountants, Mortgagees and authorized agents during general business hours on Business Days at the times and in the manner set and announced by the Unit Owners Association.

(s) Borrow money on behalf of the Unit Owners Association and the Condominium when required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Elements.

(t) From time to time to designate portions of General Common Elements, including portions of abutting public space, as Reserved Common Elements available to a Unit Owner and impose such restrictions and conditions on the use thereof as the Unit Owners Association deems appropriate.

(u) Furnish the statement required by Section 42-1904.11 of the Condominium Act within ten (10) days after the receipt of a written request therefor from any Unit Owner.

(v) Establish reasonable reserves for repairs, capital replacements or other capital expenditures or purposes as may be provided for in any budget for the Unit Owners Association adopted in accordance with Section 5.1(b) and Section 5.1(c) of these Bylaws.

(w) Act in connection with the execution of any documents arising out of or related to covenants, easements, restrictions or similar documents that may encumber the Land or to which the Condominium (as distinct from any individual Unit Owner and excluding specifically the DC USA Deed) is or becomes liable or responsible, (including any Title Documents, but not the LDA and the Mortgagee Agreement) and any amendments to or termination of any of the foregoing, provided that before any grant, modification, amendment or exercise of termination of any easement, restriction, covenant or similar agreement, is executed, then a Required Vote has been obtained in accordance with these Bylaws as would be applicable to such grant, modification, amendment or termination.

(x) Act in connection with the application for or appeal of or under, any of the Governmental Requirements applicable to the Condominium or the Land, or the acceptance of benefits, burdens and relief thereunder.

(y) Amend any or all of the Condominium Instruments, including Schedule A to these Bylaws, in any manner which (i) is not inconsistent with the DC USA Deed, (ii) would not require modification of the Declaration of Parking Operations, and/or (iii) not would violate the Bond Documents, so long as any of the same are in full force and effect.

(z) Amend the Rules and Regulations from time to time as may be deemed reasonably necessary to insure the due and proper operation of the Condominium and the continuation of the Building as a high quality retail/commercial facility, comparable to other high quality retail/commercial buildings in the Washington, D.C. metropolitan area, provided that such Rules and Regulations do not discriminate between different Unit Owners

and are not inconsistent with any of the provisions of the Condominium Instruments, DC USA Deed or Declaration of Parking Operations, including those provisions requiring Special Majority Vote or Unanimous Vote.

(aa) Identify the areas and locations on the General Common Element roof of the Building that are appropriate for the installation of (i) Service Facilities and Unit Facilities, and (ii) antennas and other transmitting/receiving equipment, and related support equipment therefor, by Unit No. 1 Owner, Unit No. 2 Owner, and Unit No. 3 Owner as contemplated by Section 4.7 of the Declaration, including consulting with Unit No. 1 Owner, where such area or location is within the vertical boundaries of Unit No. 1, and consulting with Unit No. 2 Owner, where such area or location is on the roof of the Building above Unit No. 2, and in each case fix maintenance and repair responsibilities related thereto.

(bb) Approve installation of improvements within boundaries of Unit No. 1 on the portion of the General Common Element roof of the Building located within Unit No. 1, including but not limited the manner of installation of any improvements.

(cc) Take no actions or fail to take an action that would restrict or prevent general access to and through the General Common Element public corridors, public staircases, and the Atrium Lobby, except (i) in the case of an emergency or as may be required by applicable law; (ii) in the case of a scheduled repair, replacement, installation, alteration, or similar action to the General Common Elements, or portions thereof, approved by the Unit Owners Association by a Required Vote; and (iii) in the case where a concern for the security of person or property arises as reasonably determined by the Managing Agent that necessitates restriction on or control of access to and from the Building, including to and from Unit No. 3.

(dd) Designate portions of the third floor of the Atrium Lobby as Reserve Common Elements to Unit No. 1 Owner for the location of specialty retail kiosks, display cases and similar sales venues related to Unit No. 1, provided that any location considered for designation as a Reserve Common Element for this purpose would (i) be situated back from the frontage of Unit No. 2 on the third floor of the Atrium Lobby, (ii) maintain compliance with applicable laws related to fire and life safety, (iii) not impeded access to General Common Element elevators, escalators, corridors and staircases, and (iv) be used and operated in compliance with the Rules and Regulations.

(ee) Assume and perform such duties and responsibilities and accept such rights and benefits specified in the Declaration of Parking Operations as those of the Unit Owners Association, subject to the pertinent provisions of the Declaration of Parking Operations.

(ff) Approve (i) the manner of installation of and maintenance/repair programs for Identification Monuments in areas of Common Elements, (ii) the location of Identification Monuments to be installed in General Common Element areas, and (iii) any increase in the maximum permitted depth of Identification Monuments off of surfaces, as otherwise provided for on the Plats and Plans.

(gg) Do such other things and acts as authorized by the Declaration or these Bylaws.

(hh) Do such other things and acts not inconsistent with the Condominium Act or the Condominium Instruments which the Unit Owners Association may be authorized to do by a resolution of the Unit Owners Association.

Section 3.2. Actions by Unit Owners Association Requiring a Standard Majority Vote; Actions by Unit Owners Association Requiring a Special Majority Vote or a Unanimous Vote of All Unit Owners.

(a) Actions Requiring a Standard Majority Vote. The Unit Owners Association may exercise all of the powers and duties specified in Section 3.1 above of these Bylaws by Standard Majority Vote action, except as otherwise specifically provided for in Section 3.2(b) and Section 3.2(c) below.

(b) Actions Requiring a Special Majority Vote. The following actions shall require a Special Majority Vote:

(i) Approval of any budget related to the Limited Common Element Expenses, provided that if a line item of any budget related to the Limited Common Element Expenses involves budgeting for a line item related to a Limited Common Element assigned to Unit No. 3, then the vote of Unit No. 3 Owner shall be required to approve such line item, but not for the entire budget for Limited Common Element Expenses, as otherwise provided in Sections 5.1(c) and (f).

(ii) Approval of any budget related to known or anticipated Special Expenses pursuant to Sections 5.1(d) and (g), including reserve accounts for Special Expenses, provided that where that proposed budget for Special Expenses attributable to Unit No. 3 Owner contains any line item that reflects an increase of more than ten percent (10%) in the amount of any line item that would be due and owing by Unit No. 3 Owner and Unit No. 3 Owner would be responsible for Ten Thousand and 00/100ths Dollars (\$10,000.00) or more of the budgeted costs and expenses in that Special Expenses line item (such threshold sum to be escalated annually on the anniversary of the Effective Date by any change in the Consumer Price Index for all Urban Consumers for Washington-Baltimore, DC-MD-VA-WV, or successor similar index) from the prior fiscal year of the Association, then, except for lines items related to maintaining the reserve account established under Section 5.1(g) which line items shall be fully funded, the approval of a budget for Special Expenses attributable to Unit No. 3, less and except those line item(s) for which Unit No. 3 Owner would be responsible for any increase above the specified limits specified above (unless approval of such qualifying line items is obtained from Unit No. 3 Owner as part of a Required Vote).

(iii) Termination of any license to any Unit Owner for use of areas of General Common Elements designated from time to time as Reserved Common Elements as permitted by and pursuant the Declaration.

(iv) Appointment of a Person as Managing Agent.

(v) Subject to Sections 5.6(c) and 5.6(d) of these Bylaws, approval of additions, alterations or improvements by the Unit Owners Association or by a Unit Owner within or to Limited Common Elements assigned to more than one Unit, and in or to areas granted to a Unit Owner by easement.

(vi) Election of a Person as an officer of the Association where there is a vacancy in the officer due to death, resignation or removal of the incumbent as provided for in Section 3.7 of these Bylaws to serve until an annual election is held as provided for in Section 3.6 of these Bylaws.

(vii) Approval of a physical modification to any of the Common Elements required to satisfy any obligation of the LDA, where approval has first been obtained in accordance with the provisions of the LDA for such proposed modification.

(viii) Approval of any budget related to General Expenses, pursuant to Sections 5.1(b) and (e), where the increase in the amount of General Expenses proposed in the budget for General Expenses for the forthcoming fiscal year does not exceed ten percent (10%) of the amount of the General Expenses in the approved budget for the current fiscal year, provided that (A) where that proposed budget for General Expenses contains any line item that reflects an increase of more than ten percent (10%) in the amount of any line item and Unit No. 3 Owner would be responsible for Ten Thousand and 00/100ths Dollars (\$10,000.00) or more of the budgeted costs and expenses in that line item (such threshold sum to be escalated annually on the anniversary of the Effective Date by any change in the Consumer Price Index for all Urban Consumers for Washington-Baltimore, DC-MD-VA-WV, or successor similar index), then approval only of that budget less and except that line item or those line items (unless approval of such qualifying line items is obtained from Unit No. 3 Owner by a Required Vote), and (B) where a budget line item relates to the installation of seasonal displays in General Common Elements, then notwithstanding the approval of the budget for General Expenses, Unit No. 2 Owner shall not be liable for its proportionate share of the costs thereof, unless Unit No. 2 Owner specifically agrees in participate in such costs in its approval of the budget for that fiscal year (with approval in one fiscal year not being deemed implied approval in subsequent fiscal years).

(ix) Approval of additions, alterations or improvements to General Common Elements by the Unit Owners Association or by a Unit Owner where Unit No. 3 would not be required to share in the cost and expense of the addition, alteration or improvement to the General Common Elements, except as to any addition, alteration or improvements to General Common Elements by Unit No. 1 Owner by Unit No. 1 Owner related to the incorporation into Unit No. 1 of Excess Development Rights in accordance with and subject to the Declaration and these Bylaws, including Section 5.6 hereof, which approval shall only require a Standard Majority Vote.

(x) Approval of any request received from public authorities or from a party not having a legal or beneficial interest in a Unit to participate in, contribute to or officially support an endeavor, including but not limited to undertaking improvements in public rights of way and spaces at the cost of the Unit Owners Association or support for the formation of a business improvement district or similar vehicle.

(xi) Disapproval, after the event of an eminent domain taking of Limited Common Elements, of (A) the undertaking of required and necessary repairs, restoration or alterations of impacted Limited Common Elements resulting from taking of other Limited Common Elements and (b) the application of any monies awarded in such taking of Limited Common Elements, and the contribution of such other additional funds of the Unit Owners Association as are necessary to complete such repairs, restoration or alterations (to the extent the allocated portion of the award for Limited Common Elements is not sufficient to cover the costs of required and necessary repair, restoration or alteration).

(xii) Approval of the placement, posting, display, installation of Identification Monuments in the General Common Elements, including the General Common Element components of the rotunda area of the Atrium Lobby.

(xiii) Approval of the manner of attachment and lighting, as well as the obligations for maintenance and repair of Identification Monuments located on or within Common Elements.

(xiv) Delegation to the Managing Agent to act on behalf of the Unit Owners Association with regard to the granting the approvals set forth in Section 3.2 (b) (xii) and (xiii) above, as well as for imposing conditions related to the manner of attachment, appropriate lighting, and obligations on a Unit Owner for maintenance and repair of approved Identification Monuments on or within Common Elements.

(xv) Taking any other action requiring a Special Majority Vote as specified in and pursuant to any provision of the Declaration or these Bylaws.

(c) Actions Requiring the Unanimous Vote of All Unit Owners. The following actions shall require Unanimous Vote:

(i) Termination of the regime of the Condominium.

(ii) Amendment of the Declaration or any exhibits thereto or the Plats and Plans, except for any amendment to the Declaration or any exhibits thereto, or to the Plans undertaken in each case pursuant to Section 2.5 of the Declaration where no Required Vote is necessary.

(iii) Amendment of these Bylaws or any exhibits thereto, including amendment or modification of Schedule A to these Bylaws.

(iv) Approval of any budget or budget line items related to the General Expenses, pursuant to Section 5.1 (b) and (e), where the increase in the amount of General Expenses proposed in the budget for General Expenses of the Unit Owners Association for the forthcoming fiscal year exceeds ten percent (10%) of the amount of the General Expenses in the approved budget for the current fiscal year, provided that where that proposed budget for General Expenses is ten percent (10%) or less, but contains one or more line items that note an increase of more than ten percent (10%) in the amount of the line item and Unit No. 3 Owner would be responsible for Ten Thousand and 00/100ths Dollars (\$10,000.00) or more of the budgeted costs and expenses in that line item (such threshold sum to be escalated annually on the

anniversary of the Effective Date by any change in the Consumer Price Index for all Urban Consumers for Washington-Baltimore, DC-MD-VA-WV, or successor similar index), then approval of such qualifying line items shall require the approval of Unit No. 3 Owner.

(v) Establishment of reasonable reserves for repairs, capital replacements or other capital expenditures or purposes as may be provided for in any budget for the Unit Owners Association adopted in accordance with Section 5.1(b) of these Bylaws.

(vi) Election of officers of the Association annually as provided by these Bylaws.

(vii) Borrowing of money in excess of 10% of the annual budget for General Expenses.

(viii) Leasing or licensing of areas within Unit No. 3, except as otherwise permitted by Section 6.1 of the Declaration (including, as provided in that Section leasing and licensing in accordance with the Declaration of Parking Operations).

(ix) Approving, authorizing or consenting to any change in the Permitted Uses of a Unit.

(x) Establishment of a subtier condominium regime within Unit No. 3.

(xi) Establishment of a subtier condominium regime within any Unit, other than Unit No. 3, where it can reasonably demonstrated and determined that additional material and substantive obligations would be imposed upon the Unit Owners Association as a result of the establishment of the subordinate condominium regime within that Unit, or there would be an alteration of the Common Element Interest allocation to any Unit.

(xii) Subdivision of Unit No. 3.

(xiii) Adoption of any changes to the baseline of security services to be provided with regard to Unit No. 3, regardless if those services are the responsibility of the Unit Owners Association or Unit No. 3 to supply;

(xiv) Approval of a transfer of control of security facilities and services with regard to Unit No. 3 as and when contemplated in accordance with Section 5.10 of these Bylaws.

(xv) Approval of any development proposal for the use of Excess Development Rights above the Building as provided for in, but subject to the provisions of Section 2.7(b) of the Declaration.

(xvi) Approval of any additions, alterations or improvements to General Common Elements by the Unit Owners Association or by a Unit Owner where Unit No. 3 would be required to share in the cost and expense of the addition, alteration or improvement to the General Common Elements and the same is not part of the approved budget for General Expenses of the Unit Owners Association, unless (a) such additions, alterations or improvements

to General Common Elements are otherwise permitted or provided for by the Declaration or these Bylaws without a Unanimous Vote, or (b) approval of a physical modification to the General Common Elements was required to satisfy an obligation of the LDA and approval of such proposed modification was first obtained in accordance with the provisions of the LDA.

(xvii) Approval of Alterations to a Unit as and when required under Section 5.7(b) of these Bylaws.

(xviii) Delegation of authority under Section 3.3 of these Bylaws to a Unit Owner, to the President-Treasurer, the Secretary, any Vice President or to the Managing Agent.

(xix) Disapproval, after the event of an eminent domain taking of General Common Elements, of (A) the undertaking of required and necessary repairs, restoration or alterations of impacted General Common Elements resulting from taking of other General Common Elements and (b) the application of any monies awarded in such taking of General Common Elements, and the contribution of such other additional funds of the Unit Owners Association as are necessary to complete such repairs, restoration or alterations (to the extent the allocated portion of the award for General Common Elements is not sufficient to cover the costs of required and necessary repair, restoration or alteration).

(xx) Approval of a greater depth of protrusion of any Identification Monument into Unit No. 3 from a vertical surface than is otherwise provided for in the Plans.

(xxi) Taking of any other action requiring a Unanimous Vote as specified in and pursuant to any provision of the Declaration or these Bylaws.

(d) Arbitration of Disputes Concerning Unit Owner Decisions on Actions or Matters.

(i) Except as hereinafter specified, where an action or matter is brought before the Unit Owners Association at a duly called meeting, and that action or matter requires a Special Majority Vote or a Unanimous Vote, then if the Unit Owners fail to agree upon an action or matter requiring such Special Majority Vote or a Unanimous Vote, then any Unit Owner or group of Unit Owners disputing the act or failure to act by the Unit Owners Association shall have as its sole remedy the right to submit the same to binding arbitration in accordance with the provisions of this Section 3.2(d). Notwithstanding the foregoing, this process of resolution of disputes among Unit Owners by binding arbitration shall not apply, to any action that seeks (A) to terminate the regime of the condominium, (B) to amend in any material respect the Declaration and its Exhibits, or (C) to amend in any material respect these Bylaws (other than an action seeking to amend Schedule A to these Bylaws, which dispute related to Schedule A shall be resolved by binding arbitration in accordance with the provisions of this Section 3.2(d)).

(ii) If the qualified Unit Owners fail to agree by Required Vote upon the action or matter in question at a meeting of the Unit Owners duly called for the purposes of considering such action or matter in accordance with these Bylaws, then any of Unit Owner or group of Unit Owners qualified to vote on the action or matter in question may, with ten (10) calendar days after the date of the meeting called to consider the action or matter, notify the other

qualified Unit Owner or Unit Owners in writing that it intends to request that a decision or determination on the action or matter be submitted to an arbitrator for consideration and determination or decision. If the qualified Unit Owners do not reach agreement or consensus on the action or matter within ten (10) days after the issuance and receipt of notice of intent to request a decision or determination on an action or matter by an arbitrator, then, except where these Bylaws provide for the appointment of a Designated Property Manager to make a decision or determination under Section 5.1 of these Bylaws, the qualified Unit Owner or Unit Owners shall select an independent Person to review the action or matter proposed to the Unit Owners as an arbitrator, such Person to be duly qualified either by professional credentials or demonstrated experience to be a Person qualified to evaluate, consider, review and determine the matter or matters upon which there is a lack of agreement by Required Vote. The arbitrator shall be authorized and directed to make the decision or the determination on the action or matter upon which the Unit Owners have not been able to agree by Required Vote. A Person to be duly considered to be the arbitrator shall have established professional credentials in or evidence of five (5) years of demonstrated experience in the subject matter that is the basis of the dispute or upon which there is a lack of agreement among the Unit Owners. Additionally where a person is to be considered based upon his or her experience in the subject matter in dispute or upon which there is not agreement, then he or she must have no less than five (5) years of such demonstrated experience in the Washington, D.C. metropolitan area. Only a person who has professional credentials or demonstrated experience with regard to the subject matter of the action or matter may be designated as an arbitrator. If the qualified Unit Owners cannot agree on such person within twenty (20) days after the issuance and receipt of the notice of intent to request a decision or determination on an the action or matter by an arbitrator, then Allen J. Ross, Esq. of the law firm of Thelan Reid Brown Raysman & Steiner LLP is designated as the default arbitrator. Should Mr. Ross be unable or unwilling to participate in such role, then any of the qualified Unit Owners may apply to the American Arbitration Association or any successor thereto having jurisdiction to designate an independent, credentialed and appropriately trained person to be the arbitrator of the action or matter in dispute. If no qualified Unit Owner makes such application within the twenty (20) day period, then the action by the qualified Unit Owners on the action or matter at the meeting of the Unit Owners Association shall be deemed to stand.

(iii) The arbitrator may conduct such hearings or investigations as he or she may deem appropriate, including requesting presentations from each qualified Unit Owner. The arbitrator shall render his or her decision or determination as to the action or matter in dispute within twenty (20) days after his or her designation or twenty (20) days following a hearing called to discuss the matter in dispute.

(iv) In making his or her decision or determination, the arbitrator, whether as selected by the qualified Unit Owners or the American Arbitration Association, may only consider the alternative actions that were presented to the qualified Unit Owners for consideration at the meeting of the Unit Owners Association. The arbitrator may not select or choose an alternate course from what was presented to the qualified Unit Owners for consideration at that meeting.

(v) Where an action or matter is duly submitted to an arbitrator, the determination or decision of the arbitrator shall be binding upon the Unit Owners Association.

(vi) Each party shall pay its own consultant's fees, such as those of its legal counsel, and shall otherwise share the expenses of the arbitration, including any fees incurred to employ the arbitrator at the Default Share of each Unit Owner. Neither the fees of a party, nor the expenses of the arbitration shall be General Expenses of the Unit Owners Association. If the Unit Owners Association incurs any expenses in connection with such arbitration, the same shall be deemed Special Expenses chargeable to the Unit Owner or prorata to the Unit Owners involved.

(vii) A qualified Unit Owner shall mean as to a specific action or matter, where the Required Vote is a Special Majority Vote, Unit No. 1 Owner and Unit No. 2 Owner, and where the Required Vote is a Unanimous Vote, then all Unit Owners.

(viii) In the event that, before or after a decision or determination of an arbitrator selected pursuant to the provisions of the Section 3.2 (d) is rendered, the qualified Unit Owners reach agreement on the action or matter in dispute, and so notify the arbitrator in writing of the same, then the agreement of the qualified Unit Owners shall be deemed controlling, notwithstanding any decision or determination that may have been previously or may be rendered by the arbitrator. With the notification to the arbitrator of such agreement by the qualified Unit Owners prior to the time, a decision or determination is rendered, the arbitrator shall be deemed discharged of his or her obligations to so render a decision or a determination. Any such termination of the arbitrator and his or her services shall not discharge the qualified Unit Owners of their responsibility for the expenses of arbitration.

(ix) Until either an agreement is reached by the qualified Unit Owners on a action or matter presented for consideration or a decision or determination of the arbitrator is rendered, the status quo with regard to the operation of the Condominium on the action or matter in dispute shall be controlling and in full force and effect.

(x) Notwithstanding anything in this Section 3.2 to the contrary, where the failure to reach agreement relates to approval of a budget of General Expenses or approval of a budget for Limited Common Element Expenses, then the applicable provisions of the Section 5.1 of these Bylaws shall apply as to the lack of agreement by the Unit Owners by Required Vote.

Section 3.3. Delegation of Responsibilities for Performance of Powers and Duties of the Unit Owners Association. In the performance of the powers and duties of the Unit Owners Association identified in Section 3.1 above, the Unit Owners Association may delegate any or all of the same, by Required Vote, to one of the Unit Owners, to the President-Treasurer, the Secretary or any Vice President, or to the Managing Agent, affording that Person the authority to act on behalf of the Unit Owners Association on such matters which may arise, provided however that no such Person shall have authority to take any action for which these Bylaws provide that a Special Majority Vote, or a vote of all of the Unit Owners is required, without in each instance obtaining such Required Vote.

Section 3.4. Managing Agent; Employment of a Managing Agent. Employment of a Managing Agent. The Unit Owners Association shall hire a Person to serve as "managing agent" for the Condominium (the "Managing Agent"). The Unit Owners Association shall

select the Person to be the Managing Agent from time to time by a Required Vote, subject to the Person hired meeting or exceeding the requirements set forth in subsection (b) and (c) below of this Section.

(b) Management Agreement. The Person proposed to be hired as Managing Agent shall be hired only under an agreement for services (the "Management Agreement"), upon prevailing market terms for similar projects then in place in similar locations in Washington, D.C. for management and operation of high quality retail/commercial projects. Any Management Agreement entered into by the Unit Owners Association with a Person selected as Managing Agent may have a term of no more than three (3) years. At the expiration of the term of any Management Agreement with an incumbent Managing Agent, the Unit Owners Association may elect (i) to extend the term of the Management Agreement with the incumbent Managing Agent or in lieu thereof enter into a new Management Agreement, or (ii) to select another Person as the Managing Agent. Any compensation due and owing the Managing Agent under any Management Agreement with the Unit Owners Association may not be based upon profits that could be deemed to be either (iii) generated by the Unit Owners Association through the operation of the Condominium or (iv) generated by the Unit Owners through the operation of their respective Units. So long as the Bonds are outstanding and not retired, the Management Agreement must be in a form and in substance necessary to qualify as a qualified management contract under applicable law so as not to impair the tax exempt status of the Bonds. The Managing Agent may only be engaged under such form of qualified management contract until the Bonds are retired.

(c) Qualifications of Person for Position of Managing Agent. The Person to be designated as Managing Agent shall be a bona fide and duly licensed business enterprise, with substantial and strong credentials. Experience in the management of condominium associations, property owners associations, cooperative associations and similar types of entities shall also be a factor to be considered, but not a requirement, in evaluating a Person's capability to serve as the Managing Agent. The Person to be considered for hiring must be able to show that its employees possess a high level of competence in the technical skills necessary to proper management of the Condominium as a high quality retail/commercial project. The Managing Agent must be qualified to advise the Unit Owners Association and the Officers regarding the administrative operation of the Condominium and shall employ personnel knowledgeable in pertinent subject matter areas. The Unit Owners Association shall solicit bids from Persons satisfying the qualifications set forth above in this section; no Person shall be disqualified from consideration due to the fact that the Person may be an Affiliate of a Unit Owner. The property manager for Unit No. 1 shall be deemed a qualified candidate and acceptable as the initial Managing Agent, subject to the provisions of Section 3.4(b) above of these Bylaws.

(d) Duties. The Managing Agent shall perform such duties and services as the Unit Owners Association or the President-Treasurer shall direct, subject to undertaking those responsibilities within the frame work of the approved budget adopted by the Unit Owners Association in accordance with Section 5.1 of these Bylaws. As provided for in Section 3.3 above of these Bylaws, the Unit Owners Association may delegate to the Managing Agent all of the powers granted to the Unit Owners Association by these Bylaws, subject to the requirements of the Condominium Act and the provisions of Section 3.3 of

these Bylaws with regard to obtaining the Required Vote. The Managing Agent shall perform the assigned and delegated obligations, duties and services in compliance with the provisions of the Declaration or of these Bylaws, other than the powers set forth in subsection 3.1(b), with regard to the fixing of the amount of any assessment and in subsection 3.1(r), with regard to the borrowing of monies on behalf of the Condominium.

(e) Standards. The Management Agreement shall set forth appropriate standards of performance upon the Managing Agent consistent with its responsibilities for the management and operation of the Property as a high quality retail/commercial facility.

(f) Role and Duties of the Managing Agent. The Managing Agent shall:

(i) Provide at least the following services and functions, as well as such other services as the Unit Owners Association may designate:

(A) Employ both cash and an accrual method of accounting to determine General Expenses, Limited Common Element Expenses, and Special Expenses, in accordance with generally accepted accounting principles, consistently applied, subject however to the provisions of the Declaration or these Bylaws, as applicable; Special Expenses shall be accounted for separately from other Common Expenses.

(B) Provide two or more persons to be responsible for handling cash to maintain adequate financial control procedures.

(C) Prepare a budget for each fiscal year of the Unit Owners Association for General Expenses and Limited Common Element Expenses in accordance with the provisions of these Bylaws and as directed by the President-Treasurer for review and approval by the Unit Owners Association in accordance with the provisions of these Bylaws, which budget shall be submitted to the Unit Owners Association for its consideration no later than October 1 of each calendar year, all as more fully described in Section 5.1(b) and Section 5.1(c) of these Bylaws.

(D) Determine, and prepare a budget as appropriate, and then assess Special Expenses to various Unit Owners.

(E) Prepare and issue assessment notices of Common Expenses based upon the then approved budget of the Unit Owners Association for General Expenses and Limited Common Element Expenses, prepare and issue notice of Special Expenses, and in any case undertake collection activities thereon which assessments are not duly and timely paid.

(F) Prepare a monthly, consolidated financial report for the Unit Owners Association and distribute such report to all Unit Owners, which report shall contain, among other reports and recommendations for the Unit Owners, the following:

(1) an "income statement" reflecting all income activity for the General Common Elements and all expense activity for the Common Elements for the preceding month on an accrual basis;

(2) an "account activity statement" reflecting all receipt and disbursement activity for the preceding month on a cash basis;

(3) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format;

(4) a "balance sheet" reflecting the financial condition of the Unit Owners Association on an unaudited basis;

(5) a "budget variance report" reflecting any actual or pending obligations which are at variance to budgeted amounts;

(6) a "delinquency report" listing all Unit Owners who are delinquent in paying condominium assessments and describing the status of any actions to collect such assessments; and

(7) "bank reconciliation report" noting all savings and investment accounts of the Unit Owners Association.

(G) Prepare an annual, consolidated financial report promptly after the expiration of the fiscal year of the Unit Owners Association and shall distribute the same to the President-Treasurer and all Unit Owners, which report shall contain, among other reports and recommendations for the Unit Owners Association, the following:

(1) an "income statement" reflecting all income activity for the General Common Elements and expense activity of the Condominium for the preceding fiscal year on an accrual basis;

(2) an "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format;

(3) a "balance sheet" reflecting the financial condition of the Unit Owners Association on an unaudited basis;

(4) a "budget variance report" reflecting any actual or pending obligations which are at variance with budgeted amounts;

(5) a "delinquency report" listing all Unit Owners who are delinquent in paying condominium assessments and describing the status of any actions to collect such assessments; and

(6) a "bank reconciliation report" noting all savings and investment accounts of the Unit Owners Association.

(H) Assume on behalf of the Unit Owners Association any and all of the responsibilities assigned to or vested in the Unit Owners Association under the Declaration of Parking Operations as assigned or delegated to the Managing Agent from time to time by the Unit Owners Association.

(I) Assume on behalf of the Unit Owners Association, as delegated from time to time by the Unit Owners Association, any and all of the responsibilities for implementation and operation of the security program for the General Common Elements and for Unit No. 3 where the Unit Owners Association provides such services.

(J) Consult with the Unit Owners Association and/or the President-Treasurer on the manner of installation of Identification Monuments in or on the Common Elements as well as appropriate maintenance and repair conditions to be imposed with regard to the same.

(K) Undertake such other roles and responsibilities and provide such other services for the Unit Owners Association as designated by the Unit Owners Association.

(ii) In performing its responsibilities and duties, the Managing Agent may not:

(A) Commingle cash accounts of the Unit Owners Association with any other accounts managed by the Managing Agent.

(B) Accept remuneration from vendors, independent contractors or others providing goods or services to the Unit Owners Association whether in the form of commissions, finders fees, service fees or otherwise; any discounts and rebates received shall benefit the Unit Owners Association.

(C) Have any financial or other interest in any firm providing goods or services to the Unit Owners Association, unless the same shall be disclosed promptly to the President-Treasurer and to all Unit Owners, and any goods or services to be provided by such firm shall be offered to the Unit Owners Association at prevailing and competitive rates.

(g) **Property Management Services With Regard to Units.** The Managing Agent's duties under the Management Agreement shall not provide for the performance by the Managing Agent of property management duties for the benefit of a Unit Owner that are unique to any Unit and shall not include leasing duties related to the Unit of an individual Unit Owner, including leasing administration duties such as but not limited to the collection of revenues related to the leasing of any Unit or for such Unit's Limited Common Elements. The foregoing shall not be construed to prevent the Managing Agent from entering into a separate agreement with any Unit Owner for the performance of property management and leasing duties with regard to the Unit owned by that Unit Owner upon terms and provisions mutually agreeable to the Unit Owner and the Managing Agent; the Unit Owners Association shall have no liability for the same.

Section 3.5. Officers/Designation and Duties. The officers of the Unit Owners Association shall be the President-Treasurer and a Secretary, and if desired by the Unit Owners Association, one or more Vice Presidents (one of whom may be serve concurrently as Secretary). The President-Treasurer, the Secretary and each Vice President shall (i) perform such duties as are normally associated with such office in parliamentary organizations, except to the extent such duties are inconsistent with the Condominium Act or the Condominium Instruments; (ii) perform

such duties required to be performed by an officer pursuant to the provisions of the Condominium Act, the Declaration and these Bylaws; and (iii) perform such other duties as may be assigned to such officer by a Required Vote of the Unit Owners.

Section 3.6. Election of Officers. The President-Treasurer, the Secretary and each Vice President of the Unit Owners Association shall be elected annually by the Unit Owners Association by a Unanimous Vote and shall hold office at the pleasure of the Unit Owners Association. Except for death, resignation or removal, the President-Treasurer, Secretary and any Vice President shall hold office until his or her successor shall have been elected by the Unit Owners Association, as provided for above in this Section.

Section 3.7. Death, Resignation or Removal of Officer. In the event of the death or resignation of a person holding the office of President-Treasurer, Secretary or any Vice President, a successor shall be elected by Required Vote, and duly elected person in such role shall hold such office until the next election provided for under Section 3.6. Such person shall retain such office under a successor is so duly elected. With regard to the removal of any officer, the President-Treasurer, the Secretary and each Vice President may be removed, either with or without cause, by a Unanimous Vote.

ARTICLE 4 Amendments to Bylaws

Section 4.1. Amendments. Subject to the provisions of Section 4.2 below, these Bylaws may not be modified or amended except by a Unanimous Vote. All amendments to these Bylaws duly adopted shall be recorded among the land records of the Office of the Recorder of Deeds of the District of Columbia by the President-Treasurer.

Section 4.2. Approval of Mortgagees. Article 8 of these Bylaws contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, no amendment or modification of Article 8 of these Bylaws impairing or affecting such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of each Mortgagee existing as of the date of recordation of such amendment or modification, if and to the extent that the provisions of the Mortgage with the Mortgagee require such applicable consent.

ARTICLE 5 Operation of the Building

Section 5.1. Budgeting For and Determination of General Expenses and Limited Common Element Expenses; Determination of Assessments to the Unit Owners for Common Expenses.

(a) Fiscal Year. The fiscal year of the Unit Owners Association shall be the calendar year unless otherwise determined by the Unit Owners Association.

(b) Preparation and Approval of Budget for General Expenses.

(i) Prior to the first conveyance of legal title to the first Unit in the Condominium, Declarant shall determine a budget for the operation of the General Common Elements of the Condominium, which budget shall be in effect for the fiscal year in which this first conveyance of legal title to a Unit occurs; provided that if the first conveyance of legal title to a Unit occurs after September 30th of a calendar year, then Declarant shall also determine a budget for the operation of the General Common Elements of the Condominium for the next successive fiscal year of the Condominium.

(ii) Annually after the first fiscal year of the Condominium the Unit Owners Association shall cause the Managing Agent to prepare a budget for the General Common Elements for consideration of the Unit Owners. Prior to such consideration and adoption by the Unit Owners, the Managing Agent shall distribute a copy of the proposed budget to each Unit Owner no later than October 1 prior to the beginning of the fiscal year of the Association and during the period from the date of distribution of such proposed budget to the date of adoption thereof, each Unit Owner shall have the right to obtain information from the Managing Agent with respect to such proposed budget, to discuss the same with the Managing Agent and to express to the Unit Owners Association and the Managing Agent its views concerning the proposed budget.

(iii) Following the delivery of a proposed budget for the General Common Elements as provided in subsection (b)(ii) above of this Section, but no later than forty-five (45) days prior to the beginning of each fiscal year after the fiscal year in which the first conveyance of legal title to a Unit in the Condominium, the Unit Owners Association shall adopt a budget of the Unit Owners Association for the General Common Elements for the coming fiscal year by Required Vote. The budget shall be an estimate of the total amount considered necessary to (a) pay the cost of maintenance, management, operation, repair and replacement of the General Common Elements, including as may be identified on Schedule A to these Bylaws and the cost of wages, materials, insurance premiums, services, supplies and other expenses of the Condominium that may be declared to be General Expenses by the Condominium Act, the Declaration or these Bylaws, or other action by the Unit Owners Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property, and (b) pay for the administration and operation of the Condominium and the Unit Owners Association as an entity. The proposed budget shall also estimate the assessment proposed for each Unit that would be due and payable by each Unit Owner for General Expenses for the coming fiscal year.

(iv) Such budget shall also include such reasonable amounts as the Unit Owners Association reasonably considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. Prior to the beginning of each fiscal year, the Unit Owners Association shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the General Expenses payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the General Expenses of the Condominium.

(v) A budget for General Expenses for each fiscal year shall be adopted by Required Vote of the Unit Owners. Where the Unit Owners cannot reach agreement on the budget for General Expenses for the fiscal year, or specific line items thereof, within thirty (30) days after the commencement of the fiscal year, the President-Treasurer shall initiate the processes provided for in Section 3.2 (d) of these Bylaws, looking to having appointed an independent qualified property manager unaffiliated with any Unit Owner or the Managing Agent, (the "Designated Property Manager") to review, as applicable, the proposed budget for General Expenses being considered by the Unit Owners, or such line items thereof upon which the Unit Owners cannot reach agreement. A Person to be considered as a Designated Property Manager shall be licensed in the District of Columbia as a property manager and shall have at least ten (10) years of professional experience with budgeting for the operations of complex commercial real estate comparable to the Building in the Washington, D.C. metropolitan area. Based upon the review and analysis by the Designated Property Manager, the Designated Property Manager shall submit to the Unit Owners Association, as applicable, a budget for General Expenses for the then current fiscal year, or a decision on such line items upon which agreement cannot be reached. The budget or decision on such line items as submitted by the Designated Property Manager shall become the budget, or part of the otherwise approved budget, as applicable, for General Expenses of the Unit Owners Association for that fiscal year. No further action by the Unit Owners shall be required. The Unit Owners Association shall be obligated to pay the fee of the Designated Property Manager, such fee to be incorporated into the budget for General Expenses as submitted. Each Unit Owner shall have the opportunity to present to the Designated Property Manager its concerns with regard to the proposed budget for General Expenses or, as applicable, the line items upon which agreement has not been reached. The Designated Property Manager shall complete its review of the proposed budget or the line items in question, and the related analysis of the operations of the Condominium, and then submit its budget for the General Expenses, or decision on specific line items, for the fiscal year in question within forty-five (45) days after being designated as the Designated Property Manager. The fees and costs of the Designated Property Manager shall be shared by the Unit Owners at the Default Share of each Unit Owner.

(vi) Where the Unit Owners Association fails to duly and timely adopt in whole a budget for General Expenses of the Unit Owners Association, or cannot reach agreement on specific line items thereof, then, until such time as (A) a budget for the applicable fiscal year is adopted, where the budget in its entirety cannot be agreed upon, or (B) a decision on specific line items thereof cannot be agreed upon, the Unit Owners Association, or as applicable the authorized Unit Owner(s), shall be authorized to continue to operate the General Common Elements during the forthcoming fiscal year pursuant to and under, as applicable, (i) the budget for the then current fiscal year increased and escalated by five percent (5%), or (ii) the portion of the proposed budget for the forthcoming fiscal year upon which agreement was reached, other than the line items upon which agreement could not be reached. With regard to those line items upon which there is not agreement, if there was a comparable line item in the then current fiscal year, then the amounts in the comparable line item of the budget for the then current fiscal year shall apply, increased and escalated by five percent (5%) of that line item amount. The then the augmented current fiscal year budget, or if applicable the proposed budget, adjusted for those line items upon which agreement could not be reached as provided above, shall be the budget for the Unit Owners Association in the forthcoming fiscal year (the "Interim Budget for General Expenses") until a complete budget is finalized pursuant to Section 5.1(b)(5)

above. To the extent that any complete budget is finalized pursuant to Section 5.1(b)(v) after an Interim Budget for General Expenses was established, then the Unit Owners shall be assessed, and shall be obligated to pay assessments levied by the Unit Owners Association based upon the Interim Budget for the General Expenses, as modified, until an approved and completed budget for the forthcoming fiscal year has been agreed upon or determined. At that time, the Unit Owners Association shall adjust the assessments to be levied to reflect the approved and completed budget, including any reconciliation thereof with the Interim Budget and assessment made by Unit Owners thereunder.

(c) Preparation and Approval of Budget for Limited Common Element Expenses.

(i) Prior to the first conveyance of legal title to the first Unit in the Condominium, Declarant shall determine a budget for the operation of the Limited Common Elements of the Condominium, which budget shall be in effect for the fiscal year in which this first conveyance of legal title to a Unit occurs; provided that if the first conveyance of legal title to a Unit occurs after September 30th of a calendar year, then Declarant shall also determine a budget for the operation of the Limited Common Elements of the Condominium for the next successive fiscal year of the Condominium.

(ii) Annually after the first fiscal year of the Condominium the Unit Owners Association shall cause the Managing Agent to prepare a budget for the Limited Common Elements for consideration of the Unit Owners. Prior to such consideration and adoption by the Unit Owners, the Managing Agent shall distribute a copy of the proposed budget to each Unit Owner no later than October 1 prior to the beginning of the fiscal year of the Association and during the period from the date of distribution of such proposed budget to the date of adoption thereof, each Unit Owner shall have the right to obtain information from the Managing Agent with respect to such proposed budget for the Limited Common Elements, to discuss the same with the Managing Agent and to express to the Unit Owners Association and the Managing Agent its views concerning the proposed budget for the Limited Common Elements.

(iii) Following the delivery of a proposed budget as provided in subsection (c)(ii) above of this Section, but no later than forty-five (45) days prior to the beginning of each fiscal year after the fiscal year in which the first conveyance of legal title to a Unit in the Condominium, the Unit Owners Association shall adopt a budget of the Unit Owners Association for the Limited Common Elements for the coming fiscal year. The budget shall be an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Limited Common Elements for the ensuing fiscal year, including as identified on Schedule A to these Bylaws and the cost of wages, materials, insurance premiums, services, supplies and other expenses of the Condominium that may be declared to be Limited Common Element Expenses by the Condominium Act, the Declaration or these Bylaws. The proposed budget shall also estimate the assessment proposed for each Unit that would be due and payable by each Unit Owner for the various Limited Common Element Expenses for the coming fiscal year.

(iv) Such budget shall also include such reasonable amounts as the Unit Owners Association reasonably considers necessary to provide working capital, an operating reserve and reserves for contingencies and replacements for Limited Common Elements. Prior to the beginning of each fiscal year, the Unit Owners Association shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Limited Common Element Expenses. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Limited Common Element Expenses of the Condominium, due and payable by each Unit Owner, as applicable.

(v) A budget for Limited Common Element Expenses for each fiscal year shall be adopted by Unit Owners by Required Vote. Where a line item in a proposed budget for Limited Common Element Expenses includes a line item for a Limited Common Element assigned to Unit No.3, then Required Vote as to that line item shall be deemed to include the need to obtain a vote of approval by Unit No. 3 Owner with regard that line item, but not as to the rest of any proposed budget for Limited Common Element Expenses. Where a Required Vote cannot be achieved to approve the budget for Limited Common Element Expenses for the fiscal year, or on one or more specific line items thereof, within thirty (30) days after the commencement of the fiscal year, the President-Treasurer shall initiate the processes provided for in Section 3.2 (d) of these Bylaws, looking to have appointed a Designated Property Manager to review, as applicable, the proposed budget for Limited Common Element Expenses being considered by the Unit Owners, or such line items thereof upon which the Unit Owners cannot obtain a Required Vote. Based upon the review and analysis by the Designated Property Manager, the Designated Property Manager shall submit to the Unit Owners Association, as applicable, a budget for Limited Common Element Expenses for the then current fiscal year, or a decision on such line items upon which a Required Vote to approve could not be achieved. The budget, or the decision on such line items, as submitted shall become the budget, or part of the otherwise approved budget, for Limited Common Element Expenses of the Unit Owners Association for that fiscal year. No further action by the Unit Owners shall be required. The Unit Owners Association shall be obligated to pay the fee of the Designated Property Manager, such fee to be incorporated into the budget for Limited Common Element Expenses as submitted. Each Unit Owner shall have the opportunity to present to the Designated Property Manager its concerns with regard to the proposed budget for Limited Common Element Expenses, or as applicable, the line items upon which the Required Vote could not be obtained. The Designated Property Manager shall complete its review of the proposed budget, or as applicable such line items upon which a Required Vote could not be achieved, and related analysis of the operations of the Condominium, and then submit its budget for the Limited Common Element Expenses, or the line items in question, for the fiscal year in question within forty-five (45) days after being designated as the Designated Property Manager.

(vi) Where the Unit Owners Association fails to duly and timely adopt in whole a budget for Limited Common Element Expenses, or cannot reach agreement on specific line items thereof, then, until such time as (i) a budget for the applicable fiscal year is adopted, where the budget in its entirety cannot be agreed upon, or (ii) a decision on specific line items thereof cannot be agreed upon, the Unit Owners Association, or the impacted Unit Owners, as applicable, shall be authorized to continue to operate the Limited Common Elements during the forthcoming fiscal year pursuant to and under, as applicable, (i) the budget for the then current fiscal year during the forthcoming fiscal year, or (ii) the portion of the proposed budget

for the forthcoming fiscal year upon which agreement was reached, other than the line items upon which agreement could not be reached. With regard to those line items on which there is not agreement, if there was a comparable line item in the then current fiscal year, then the amounts in the comparable line item of the budget for the then current fiscal year shall apply. The then current fiscal year budget, or if applicable the proposed budget, adjusted for those line items upon which agreement could not be reached as provided above, shall be the budget for Limited Common Elements in the forthcoming fiscal year until a complete budget is finalized pursuant to Section 5.1(c)(v) above. The Unit Owners shall be assessed, and shall be obligated to pay assessments levied by the Unit Owners Association based upon that continuing budget for the Limited Common Element Expenses, as modified, until the completed budget for the forthcoming fiscal year has been agreed upon or determined, in which case the Unit Owners Association shall adjust the assessments to be levied to reflect that budget, including any reconciliation thereof with the prior continuing budget.

(d) Preparation of Budget(s) for Known or Anticipated Special Expenses.

Prior to the first conveyance of legal title to the first Unit in the Condominium, Declarant shall determine one or more budgets for known or anticipated Special Expenses for the current and next succeeding fiscal year of the Condominium.

(i) Annually after the first fiscal year of the Condominium the Unit Owners Association shall cause the Managing Agent to prepare one or more budgets for known or anticipated Special Expenses for appropriate consideration of the Unit Owners as provided for by these Bylaws. Prior to such consideration and adoption by the Unit Owners, the Managing Agent shall distribute a copy of the proposed budget(s) for Special Expenses to each Unit Owner no later than October 1 prior to the beginning of the fiscal year of the Association and during the period from the date of distribution of such proposed budget to the date of adoption thereof, each Unit Owner shall have the right to obtain information from the Managing Agent with respect to such proposed budget(s) for the known or anticipated Special Expenses, to discuss the same with the Managing Agent and to express to the Unit Owners Association and the Managing Agent its views concerning the proposed budget for Special Expenses.

(ii) Following the delivery of any proposed budget for known or anticipated Special Expenses as provided in subsection (d)(i) above of this Section, but no later than forty-five (45) days prior to the beginning of each fiscal year after the fiscal year in which the first conveyance of legal title to a Unit in the Condominium, the budget(s) for those known or anticipated Special Expenses shall be adopted for the coming fiscal year. A budget is to be only an estimate of the total amount considered necessary to pay the Special Expenses of a Unit Owner. The proposed budget will also seek to estimate any periodic or regular assessment for Special Expenses that a Unit Owner may be asked to pay during the coming fiscal year. Such budget may also include such amounts as the Unit Owners Association reasonably considers necessary to provide reserves for Special Expenses of a Unit Owner that the Unit Owners Association would be expected to incur.

(iii) A budget for known or anticipated Special Expenses for each fiscal year shall be adopted by Unit Owners by Required Vote. Where a line item in a proposed budget for Special Expenses is for or includes a line item for Special Expenses that would be payable by Unit No.3 Owner, then any Required Vote as to that line item shall be deemed to include the

need to obtain a vote of approval by Unit No. 3 Owner with regard that line item, but not as to the rest of any proposed budget for Special Expenses. Where a Required Vote cannot be achieved to approve the budget for Special Expenses for the fiscal year, or on one or more specific line items thereof, within thirty (30) days after the commencement of the fiscal year, the President-Treasurer shall initiate the processes provided for in Section 3.2 (d) of these Bylaws, looking to have appointed a Designated Property Manager to review, as applicable, the proposed budget for Special Expenses, or the line items thereof upon which a Required Vote cannot be obtained. Based upon the review and analysis by the Designated Property Manager, the Designated Property Manager shall submit to the Unit Owners a budget for Special Expenses for the then current fiscal year, or a decision on such line items upon which a Required Vote to approve could not be achieved. The budget, or the decision on such line items, as submitted shall become the budget, or part of the otherwise approved budget, for Special Expenses for that fiscal year. No further action by the Unit Owners shall be required. The Unit Owners Association shall be obligated to pay a fee to the Designated Property Manager for its services in this regard, such fee to be incorporated into the budget for Special Expenses as submitted. Each Unit Owner shall have the opportunity to present to the Designated Property Manager its concerns with regard to the proposed budget for Special Expenses, or as applicable, the line items upon which the Required Vote could not be obtained. The Designated Property Manager shall complete its review of the proposed budget, or as applicable such line items upon which a Required Vote could not be achieved, and related analysis of the operations of the Condominium, and then submit its budget for the Special Expenses, or the line items in question, for the fiscal year in question within forty-five (45) days after being designated as the Designated Property Manager.

(iv) Where there is a failure to adopt a budget for known or anticipated Special Expenses or any line item thereof in accordance with these Bylaws, then, until such time as (i) a budget for the applicable fiscal year is adopted, where the budget in its entirety cannot be agreed upon, or (ii) a decision on specific line items thereof cannot be agreed upon, the Unit Owners Association, or the impacted Unit Owners, as applicable, shall be authorized to continue to operate during the forthcoming fiscal year pursuant to and under, as applicable, (i) the budget for Special Expenses the then current fiscal year during the forthcoming fiscal year, or (ii) the portion of the proposed budget for Special Expenses for the forthcoming fiscal year upon which agreement was reached, other than the line items upon which agreement could not be reached. With regard to those line items on which there is not agreement, if there was a comparable line item in the then current fiscal year, then the amounts in the comparable line item of the budget for the then current fiscal year shall apply. The then current fiscal year budget, or if applicable the proposed budget, adjusted for those line items upon which agreement could not be reached as provided above, shall be the budget for Special Expenses in the forthcoming fiscal year until a complete budget is finalized pursuant to this Section 5.1(d). The appropriate Unit Owners shall be assessed, and shall be obligated to pay assessments levied by the Unit Owners Association based upon that continuing budget for the Special Expenses, as modified, until the completed budget for the forthcoming fiscal year has been agreed upon or determined, in which case the Unit Owners Association shall adjust the assessments for Special Expenses to be levied to reflect the approved budget(s) for Special Expenses, including any reconciliation thereof with the prior continuing budget.

(v) Once a budget of known or anticipated Special Expenses is approved or deemed approved, the Unit Owners Association shall send a copy of the adopted budget for Special Expenses to each affected Unit Owner.

(vi) It is recognized that any budget for Special Expenses can only be one for those known or reasonably anticipated Special Expenses. Should other expenses that would be treated as Special Expenses arise during the fiscal year, and the Unit Owners Association incurs the same, then the Unit Owners Association may charge off the same to the responsible Unit Owner(s) notwithstanding that the expense was not included in the budget for known or anticipated Special Expenses for a fiscal year.

(e) Determination and Assessment of General Expenses. Based upon the budget for General Expenses adopted pursuant to Section 5.1(b), the Unit Owners Association shall determine each Unit Owner's assessment for General Expenses (to the extent the same can be reasonably identified) and any contributions to any reserves for General Expenses established by the Unit Owners Association from time to time, based upon the Common Element Interests Table attached as Exhibit B to the Declaration; each Unit Owner shall then be assessed that amount toward its obligation for General Expenses for the coming fiscal year of the Unit Owners Association subject to audit and reconciliation as provided for in subsection (i) of this Section.

(f) Determination and Assessment of Limited Common Element Expenses. Based upon the budget for Limited Common Element Expenses adopted pursuant to Section 5.1(c), the Unit Owners Association shall determine each Unit Owner's assessment for Limited Common Element Expenses, based upon the Schedule A or the applicable provisions the Declaration; each Unit Owner shall then be assessed that amount toward its obligation for Limited Common Element Expenses for the coming fiscal year of the Unit Owners Association subject to audit and reconciliation as provided for in subsection (i) of this Section.

(g) Determination and Assessment of Special Expenses.

(i) As and to the extent incurred from time to time, the Unit Owners Association shall also determine by Required Vote a Unit Owner's assessment for Special Expenses in accordance with the provisions of the Declaration, these Bylaws and the Declaration of Parking Operations, as applicable, as well as establishing an reasonable reserve account(s) to cover anticipated Special Expenses that would assessed to any Unit Owner.

(ii) The reserve account(s) established by a Unit Owner for Special Expenses may be drawn upon by the Unit Owners Association at any times where a Unit Owner, who is liable for the payment of Special Expenses, fails to timely reimburse the Unit Owners Association for such Special Expenses after due notice from the Unit Owners Association requesting payment. If the Unit Owners Association does draw upon a reserve, it shall advise the Unit Owner of the draw that was made, and that Unit Owner thereafter shall be liable to reinstate the amount of the reserve account to the level that existed prior to the draw being made by the Unit Owners Association within thirty (30) calendar days of receipt of the notice of draw issued by the Unit Owners Association having been received by the Unit Owner.

(iii) So long as the District of Columbia or an affiliated governmental entity is subject to the provisions of Section 446 of the District of Columbia Home Rule Act and the federal Anti-deficiency Act referenced in Section 9.2(e) of these Bylaws, then the Unit Owners Association may not impose upon the District of Columbia or its affiliated governmental entity as the Unit No. 3 Owner any reserve account obligation for Special Expenses as otherwise permitted pursuant to the provisions of this Section 5.1(g).

(h) Payment of Assessments.

(i) With regard to assessments for General Expenses and Limited Common Element Expenses, on or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall be obligated to pay to the Unit Owners Association or, as designated by the Unit Owners Association, the Managing Agent, in advance, one-twelfth of the each Unit Owner's assessments for General Expenses and for Limited Common Element Expenses based upon the applicable budget for that fiscal year.

(ii) With regard to Special Expenses, on or before the tenth (10th) day following the receipt by a Unit Owner of a written notice from the Unit Owners Association or, as designated by the Unit Owners Association, the Managing Agent, of an assessment by the Unit Owners Association for Special Expenses accompanied by documentation reasonably sufficient to justify and support the assessment of the Special Expenses, the Unit Owner shall pay to the Unit Owners Association the billed assessment for Special Expenses.

(i) Assessment as a Lien. Any assessment for Common Expenses, including for Special Expenses, made by the Unit Owners Association shall be a lien against each Unit Owner's Unit as provided in Section 9.2 of these Bylaws.

(j) Audit and Annual Reconciliation. Within ninety (90) days after the end of each fiscal year, the Unit Owners Association shall retain the services of an reputable and recognized accounting or certified public accountant unaffiliated with any Unit Owner or the Property manager and retained on a non-contingent fee basis, as may be agreed upon by the Unit Owners Association by Standard Majority Vote to audit the financial books and records of the Unit Owners Association with regard to the operation of the Building and the Association. Upon completion of the audit, the Unit Owners Association shall supply a copy of the completed audit to each Unit Owner. Thereafter the Unit Owners Association shall prepare, based upon the audit, a reconciliation report for each Unit Owner and deliver the same to each Unit Owner, noting the total Common Expenses accrued by the Unit Owners Association for the prior fiscal year, the Unit Owner's share of General Expenses and the Unit Owner's share of Limited Common Element Expenses, the application of the Unit Owner's assessment payments made during that fiscal year for its share of General Expenses and its share of Limited Common Element Expenses, and a statement of the net amount over or short of such Unit Owner's liability for General Expenses and for Limited Common Element Expenses for that year. Any amount accumulated in excess of the amounts required to pay the Unit Owner's share of General Expenses and Limited Common Element Expenses shall be distributed to the Unit Owner, less any amounts of any kind or nature assessed under the Declaration or these Bylaws then currently due and owing to the Unit Owners

Association by that Unit Owner. Unless the Unit Owners Association directs otherwise, any net shortage in the amount actually due by a Unit Owner and unpaid for that fiscal year shall be assessed promptly against the Unit Owner. The Unit Owner shall pay such shortage in full to the Unit Owners Association with payment to the Unit Owners Association of the next periodic assessment for Common Expenses that is due more than ten (10) days after delivery of the reconciliation report and the notice of such further assessment.

(k) Unit Owner Audit. Following receipt of the reconciliation report and notice of further assessment as provided in subsection (i) of this Section, each Unit Owner shall have the option, on behalf of itself or on behalf of any tenant or other occupant of its Unit, to audit at its sole expense the Unit Owner Association's books and records for the just completed fiscal year as the same relate to the determination of Common Expenses, including Special Expenses, for the fiscal year, subject however to the provisions of this Section 5.1(j). A Unit Owner that desires to conduct an audit must give notice of its intent to conduct an audit no later than one hundred fifty (150) days after the date of its receipt of the reconciliation report. A filing of a request to audit with the Unit Owners Association does not relieve the Unit Owner from its obligation to pay any shortage assessment issued to the Unit Owner with the delivery of the reconciliation report. The audit may be conducted either directly by the Unit Owner or by an independent certified public accounting firm offering a full range of accounting services retained on a non-contingent fee basis, at no expense to the Unit Owners Association. Any such audit shall be conducted at reasonable times, upon reasonable notice, to the Unit Owners Association and to the Managing Agent. If a request to audit is timely received by the Unit Owners Association or the Managing Agent from a Unit Owner, then the Unit Owners Association's books and records as to Common Expenses shall be made available for up to one hundred twenty (120) days after the date of receipt by the Unit Owners Association of the Unit Owner's request to audit the books and records of the Unit Owners Association. A Unit Owner may only audit the most recent fiscal year for which it received the Unit Owners Association's audit and reconciliation report and may not audit any fiscal year more than once; provided that if a Unit Owner's audit determines that (i) the Unit Owners Association overstated a particular line item and (ii) (A) such overstatement arose from an error in the methodology of calculating General Expenses, Limited Common Element Expenses or both (as opposed to a one-time overstatement) or (B) such overstatement was by more than five percent (5%), then, by written notice to the Unit Owner, delivered to the Unit Owners Association within one hundred eighty (180) days after the receipt of the Unit Owners Association's reconciliation report, the Unit Owner may audit such line item with respect to the previous two (2) years (it being agreed, however, that the discovery of errors in such two (2) prior years shall not, in turn, permit the audit of any additional years).

(l) Adjustments. Where an audit reveals an error and General Expenses had been inappropriately assessed among the Unit Owners or to a Unit Owner, then the President-Treasurer shall as appropriate make special assessments against Unit Owner(s) where there is a noted deficiency in payment of its/their obligations for General Expenses, and credit overpayments by a Unit Owner(s) for General Expenses to assessments next due and payable until such time as the overpayment is cleared. Where an audit reveals an error and Limited Common Element Expenses had been inappropriately assessed among the appropriate Unit Owners or to a Unit Owner, then the President-Treasurer shall as

appropriate make special assessments against other responsible Unit Owner(s) for the Limited Common Element Expenses where there is a noted deficiency in payment of its/their obligations for Limited Common Element Expenses, and credit overpayments by a Unit Owner(s) for Limited Common Element Expenses to assessments next due and payable until such time as the overpayment is cleared. Where an audit reveals an error in the assessment of Special Expenses, then the President-Treasurer shall, as appropriate make a special assessment for Special Expenses to the Unit Owner in question, or credit any overpayment by a Unit Owner for any overcharge of Special Expenses to the next assessment of Special Expenses of that Unit Owner until such time as the overpayment is cleared.

(m) Confidentiality. To the extent permitted by law, a Unit Owner shall (and shall cause its employees, agents and consultants to) use commercially reasonable efforts to keep the results of any such audit or audited statements strictly confidential, provided however a Unit Owner may disclose the same to (i) any tenant or other occupant of its Unit, where such tenant or other occupant will be responsible for Common Expenses pursuant to a business arrangement between that Unit Owner and such tenant or other occupant, (ii) current Mortgagee or bondholder of the Bonds (in the case of Unit No. 3), where provided for by the applicable Mortgage or Bonds, or (iii) a proposed purchaser under a executed contract for purchase and sale of a Unit, a prospective Mortgagee under an executed loan commitment letter to provide financing to a Unit Owner, where such financing is to be secured by a Unit, or in the case of Unit No. 3 to a prospective bondholder in conjunction with any refinancing of the Bonds, provided that in each case under this item (ii) either a confidentiality agreement in form reasonably acceptable to the Unit Owners Association is entered into by the prospective purchaser, prospective Mortgagee, or prospective bondholder, provided that in the case of a prospective Mortgagee or bondholder, where, after the Unit Owner's diligent, good faith efforts, the prospective Mortgagee or bondholder refuses to execute such agreement the audit or audited statements are delivered to the prospective Mortgagee or bondholder by the Unit Owner under a covering transmittal letter imposing a confidentiality obligation upon the prospective Mortgagee or bondholder by acceptance of the same. As and to the extent disclosure is required at law to a governmental agency or by order of a court of competent jurisdiction, then the restrictions of this section shall be deemed waived, but solely and only to the extent to permit compliance with such law or order.

(n) Accrual Basis of Accounting. The Unit Owners Association shall compute the Common Expenses in any audit and the reconciliation report on an accrual basis in accordance with generally accepted accounting principles, consistently applied.

(o) Accounts. All sums collected by the Unit Owners Association from Unit Owners with respect to assessments for Common Expenses or from any other source received by the Unit Owners Association may be commingled into a single fund.

Section 5.2. Payment of Common Expenses.

(a) Each Unit Owner shall pay the Common Expenses assessed by the Unit Owners Association against that Unit Owner pursuant to the provisions of Section 5.1 hereof.

(b) No Unit Owner may be exempted from liability for the assessment for General Expenses, nor relieved from liability for Limited Common Element Expenses or Special Expenses, by reason of waiver of the use or enjoyment of any of the General Common Elements or any Limited Common Elements, or by abandonment of the Unit.

(c) No Unit Owner shall be liable for the payment of any part of the Common Expenses accruing against the Unit subsequent to the date of recordation of a conveyance by such Unit Owner in fee of such Unit, but such assessment for accrued and unpaid Common Expenses shall become the liability and obligation of the transferee of such Unit.

(d) Prior to or at the time of any such conveyance of a legal title in a Unit, all liens, unpaid charges and assessments shall be paid in full and discharged.

(e) Where the District of Columbia is Unit No. 3 Owner, the Unit Owners Association may rely upon the fact that the District of Columbia Quick Payment Act of 1984, as amended from time to time (and implementing regulations thereof) applies to the prompt payment assessments for Common Expenses due and owing to the Unit Owners Association by Unit No. 3 Owner and may seek compliance by Unit No. 3 Owner with the provisions thereof as provided by that Act.

Section 5.3. Collection of Assessments.

(a) The Unit Owners Association may take such action as it deems necessary or appropriate to collect any assessments for any Common Expenses due to the Unit Owners Association from any Unit Owner which remain unpaid for more than ten (10) days from the due date for payment thereof. Any assessment, or installment thereof, not paid by a Unit Owner within ten (10) days after due shall accrue a late charge of five percent (5%) of the amount of the delinquent assessment or such other amount as may be established from time to time by the Unit Owners Association with the approval of a Standard Majority Vote. Additionally any assessment, or installment thereof, not paid by a Unit Owner when due to the Unit Owners Association shall accrue interest at the rate of 400 basis points above the prime rate as published in the *Wall Street Journal* compounded annually, provided that so long as the District of Columbia is Unit No. 3 Owner then in lieu of the rate of interest fixed above, the rate of interest accruing on any assessment or installment not paid by Unit No. 3 Owner shall be at a rate as fixed in and pursuant to the District of Columbia Quick Payment Act of 1984, as amended from time to time (and implementing regulations thereof). Notwithstanding the foregoing, in the event that the Unit Owners are not advised of the amount of any assessment at least thirty (30) days prior to the due date thereof, no enforcement action may be taken against such Unit Owner, and no late charge shall be payable by such Unit, unless such assessment remains unpaid after the later of (i) the expiration of ten (10) days after the due date or (ii) the expiration of thirty (30)

days after the date such Unit Owner has received written notice of the amount of such assessment.

(b) To the extent that any Unit Owner has advanced funds to the Unit Owners Association to cover another Unit Owner's share of Common Expenses, and thereafter the Unit Owners Association receives payment of Common Expenses due and owing by the other Unit Owner, then the Unit Owners Association, once it receives such payment, shall thereafter promptly reimburse each Unit Owner who had previously advanced funds to the Unit Owners Association to cover the delayed payment of Common Expenses by a Unit Owner, such reimbursement to be made in order of when funds were advanced by all Unit Owners who advanced funds to cover a Unit Owner's share of Common Expenses.

Section 5.4. Statement of Common Expenses. The Unit Owners Association shall promptly provide any Unit Owner, contract purchaser or Mortgagee so requesting the same in writing, a written statement of all unpaid assessments for Common Expenses due to the Unit Owners Association by such Unit Owner. The Unit Owners Association may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 5.5. Operation, Maintenance, Repair, and Replacement of Common Elements, Easements and Units.

(a) By the Unit Owners Association.

(i) Except as otherwise specifically provided for in the Declaration or by these Bylaws, including Schedule A hereof, the Unit Owners Association shall be responsible for the operation, maintenance, repair and replacement of all of the General Common Elements as defined in the Declaration or identified in Schedule A, whether located inside or outside of one or more of the Units, or within or part of Limited Common Elements, as well as a base level of services in the Common Elements and each Unit as more specifically identified below in this Subsection (a). Except as otherwise shown on Schedule A, the General Expenses for the operation, maintenance, and repair services incurred by the Unit Owners Association shall be allocated to each Unit Owner based upon the Common Element Interest assigned to its Unit. With regard to the operation and maintenance of the Common Elements and delivery of the baseline services in the Common Elements and the Units, the Unit Owners Association shall provide at a minimum the following services to the Unit Owners, all in a manner commensurate with the manner in which such services are provided in high quality retail/commercial buildings of an age comparable to the Building located in the Washington, D.C. metropolitan area, and for the purposes of this Section 5.5(a) the age of the Building shall be determined without regard to the historic facades and other pre-existing structural elements of the Building:

(A) Facilities for delivery and provision of hot and cold water in and to Units and Common Element areas if the Buildings, it being understood and agreed that delivery of water shall be furnished by Unit Owners Association only to and at those points of supply provided for general use of those Unit Owners, including wet stacks located in the General Common Elements.

(B) Automatically operated elevator service for elevators in General Common Element areas at all times.

(C) Cleaning/janitorial services for the interior General Common Element areas, and provision of supplies for the operation of such areas, such as but not limited to lavatory supplies for General Common Element bathrooms.

(D) Landscaping services and cleaning services for exterior General Common Elements.

(E) Heat and air-conditioning in season for interior General Common Element areas of the Building during the period one hour prior and one hour after the normal business hours of Unit No. 1 and Unit No. 2.

(F) Comprehensive maintenance and repair services for the exterior and interior General Common Element areas of the Building, including but not limited to the exterior walls and roof of the Building.

(G) Security services for General Common Element areas of the Building, as well as for Unit No. 3, including the off street parking operations located therein, subject to the provisions of Section 5.10, such security for the General Common Element areas and Unit No. 3 to be maintained and operated from time to time at a level comparable to other high quality retail/commercial buildings in the Washington, D.C. metropolitan area, provided that the Unit Owners Association shall have no responsibility for the provision of security services for Unit No. 1 and Unit No. 2 and any business operations therein.

(H) Electricity service and proper electrical facilities to furnish sufficient electricity for the General Common Elements and, as applicable, to support the operation of the Unit Owner's equipment in its Unit, as well as for the operation of equipment of such Unit Owner's tenants and other occupants of its Unit if separate service cannot be obtained directly from the electricity provider; provided that a Unit Owner shall then be liable to the Unit Owners Association for the cost of electricity and for the cost of necessary facilities required to supply same, with those costs being Special Expenses of the Unit Owner, and not as General Expenses. Where the Unit Owners Association supplies such electricity to a Unit, the Unit Owners Association shall install a separate meter for the Unit or a portion thereof, and the Unit Owner shall pay, or cause payment of, the cost of electricity it consumes as recorded by such meter either to the Unit Owners Association as Special Expenses, or directly to the electricity provider, if the same is feasible.

(ii) The cost of the operation, maintenance, repair and replacement of General Common Elements by the Unit Owners Association shall be charged to all Unit Owners as a General Common Expenses, unless the Declaration or these Bylaws (including Schedule A attached hereto) specifically provides that one or more, but less than all Unit Owners are to be charged for the same as Limited Common Element Expenses, or Special Expenses, as applicable.

(iii) Each Unit Owner shall promptly report to the Unit Owners Association or to the Managing Agent any defect or need for repairs or replacements for which the Unit Owners Association is responsible.

(iv) Notwithstanding the foregoing, where a Unit Owner has made changes to Common Elements or added special features, equipment or facilities as or to Common Elements that require by their nature a higher level of maintenance or repair than other aspects of the Common Elements, or when a replacement is required that would necessitate replacement by non-standard or special order items, then maintenance, repair and replacement of such shall be the responsibility of the Unit Owner, and the cost thereof shall not be a General Common Expense, but shall be charged to that Unit Owner as Special Expenses if the maintenance, repair, or replacement is undertaken by the Unit Owners Association.

(b) By the Unit Owner.

(i) Except as otherwise provided for in the Declaration or by these Bylaws, including Schedule A hereof, each Unit Owner shall be responsible for the operation, maintenance, repair and replacement of its Unit, those Limited Common Elements assigned to such Unit and any areas of the Buildings subject easement benefiting the Unit Owner. Additionally each Unit Owner shall keep its Unit, the Limited Common Elements assigned to such Unit and any easement areas in the Building for which the Unit Owner is the beneficiary, including in each case any furnishings, fixtures, equipment, appliances and appurtenances, including but not limited to Identification Monuments, in good order, safe, condition and repair and in a clean, safe and sanitary condition comparable to the conditions identified from time to time in high quality retail/commercial developments in the Washington, D.C. metropolitan area.

(ii) Each Unit Owner will perform this responsibility in such manner so as not to unreasonably disturb or interfere with any other Unit Owner or the use of its Unit, with the Common Elements, or with the activities of the Unit Owners Association and of the Managing Agent.

(iii) Each Unit Owner shall provide to the Unit Owners Association a report annually of current and proposed capital activities with regard to its Unit, any Limited Common Elements and any easement areas of the Building under its control, in any case not later than October of each calendar year for review and comment by the Unit Owners Association.

(iv) Except where provided for otherwise by the Declaration or these Bylaws, each Unit Owner shall be responsible for the replacement of any equipment, furniture, fixturing and non-structural elements of its Unit, Limited Common Elements and any easement area of the Building as to which a Unit Owner is the beneficiary, including any Identification Monuments.

(v) Where control and operation of a Limited Common Element is shared with another Unit Owner, and Schedule A does not allocate responsibility for operation, maintenance, repair and replacement of a Limited Common Element to the Unit Owners Association, then the benefited Unit Owners shall be jointly and severally liable to the Unit Owners Association for the operation, maintenance, repair and replacement of a Limited Common Element, but sharing the cost and expense thereof as otherwise provided for by these Bylaws, including Schedule A.

(c) Manner of Repair and Replacement of Common Elements. All repairs and replacements of Common Elements shall be substantially similar to the original construction and installation, unless permitted otherwise pursuant to Section 5.6 below, but may be done with contemporary building materials and equipment.

Section 5.6. Additions, Alterations or Improvements to Common Elements and Easement Areas.

(a) By the Unit Owners Association to General Common Elements. If the General Common Elements require additions, alterations or improvements or if the Unit Owners Association desires to make any additions, alterations or improvements to the General Common Elements, then the Unit Owners Association may make those additions, alterations or improvements, after obtaining a Required Vote approving those additions, alterations or improvements, where those additions, alterations or improvements (i) are items that (A) fall within the scope of additions, alterations and improvements then being made to other high quality retail/commercial buildings in the Washington, D.C. metropolitan area of comparable age to the Building, (B) are deemed reasonably appropriate, applying good business practices, to be undertaken to maintain the quality of the Building as high quality retail/commercial buildings in the Washington, D.C. metropolitan area and (C) were approved by the Unit Owners Association as a capital expenditure in conjunction with the annual budget approved by the Unit Owners Association, (ii) are required to be undertaken to comply with any applicable law or governmental requirement, or (iii) are to be undertaken pursuant to commitments made or approvals obtained under any Title Documents, and are not inconsistent with and would not violate the Title Documents, the DC USA Deed or any Governmental Requirements. Any other proposed addition, alteration or improvement of the Common Elements may be undertaken by the Unit Owners Association only after obtaining a Unanimous Vote to approve such addition, alteration, or improvement. The costs and expenses of approved additions, alterations and improvements approved by the Unit Owners Association shall be assessed to the Unit Owners as General Expenses. Any work undertaken by the Unit Owners Association shall be accomplished in accordance with Facilities Access Conditions.

(b) By a Unit Owner to General Common Elements.

(i) If a Unit Owner desires to make any additions, alterations or improvements to or within the General Common Elements that benefit only the Unit Owner requesting such, then either the Unit Owners Association or, with the permission of the Unit Owners Association, the Unit Owner may make those additions, alterations or improvements provided a Required Vote of the Unit Owners is obtained approving those additions, alterations or improvements has been obtained, except that if such additions, alterations or improvements (i) are otherwise permitted by the Declaration or these Bylaws, including, but not limited to installation of Identification Monuments (as contemplated by Section 4.12 of the Declaration), (ii) are in the nature of openings for and installation of (A) doors and windows, (B) customer service facilities, such as walk up service facilities (including but not limited to bank teller windows, money machines and night depository drop offs) for ground floor retail and commercial service activities, or (C) required by any applicable governmental requirement, and (iii) arise in connection Unit No. 1 Owner's intent to physically incorporate into Unit No. 1 some

or all of the Excess Development Rights vested in Unit No. 1 Owner pursuant to the Declaration, then only a Standard Majority Vote shall be required.

(ii) Where the Unit Owners Association undertakes such additions, alterations, or improvements to the General Common Elements on behalf of and solely for the benefit of a Unit Owner, then the Unit Owners Association shall assess that Unit Owner directly for the cost thereof; the cost thereof shall not be deemed General Expenses, but shall be deemed as Special Expenses to that Unit Owner(s). Where such additions, alterations, or improvements to the General Common Elements are undertaken by a Unit Owner, then that Unit Owner shall be responsible for the cost thereof. In either case, the Unit Owner shall be responsible for any continuing costs and expenses related to such additions, alterations, or improvements, including those costs and expenses that might otherwise be duly assessed to the Unit Owners Association by the Declaration or these Bylaws.

(iii) Any work undertaken by the Unit Owner shall be accomplished in accordance with Facilities Access Conditions.

(c) By the Unit Owners Association to Limited Common Elements and Easement Areas. If the Limited Common Elements or any areas granted by easement to a Unit Owner require additions, alterations or improvements to comply with any applicable law or governmental requirement, or to maintain the integrity of the General Common Elements, or if the conditions of the Limited Common Elements or the easement areas in questions are such as to materially detract from the appearance or functionality of the General Common Elements, then the Unit Owners Association upon a Unanimous Vote may make those additions, alterations or improvements as reasonably deemed necessary to correct the condition of the Limited Common Elements or the easement area in question, provided however the Unit Owners Association shall first have provided written notice to the Unit Owners that have the benefit of those Limited Common Elements or the easement area as applicable, advising the Unit Owners of the offending condition, and affording the affected Unit Owner(s) to promptly correct or cure the same. If there is a failure to timely act to correct to noted condition, then the Unit Owners Association may proceed to undertake such addition, alteration or improvement. The cost incurred by the Unit Owners Association shall be deemed a Special Expense chargeable to the affected Unit Owners. Additionally if the Unit Owners Association upon a Standard Majority Vote desires to make any other additions, alterations or improvements to the Limited Common Elements or the easement area in question on behalf of the benefited Unit Owner(s) thereof, then the Unit Owners Association shall first notify the affected Unit Owners, but thereafter may make those additions, alterations or improvements, only after obtaining the consent of the affected Unit Owners. The cost of any such additions, alterations or improvements incurred by the Unit Owners Association shall be deemed a Special Expense of the affected Unit Owners. Any work undertaken by the Unit Owners Association shall be accomplished in accordance with Facilities Access Conditions.

(d) By a Unit Owner to Limited Common Elements and Easement Areas.

(i) If a Unit Owner desires to make any additions, alterations or improvements to or within the Limited Common Elements appurtenant to such Unit Owner's

Unit or to any areas granted by easement to a Unit Owner, then either the Unit Owners Association or, with the permission of the Unit Owners Association, the Unit Owner may make those additions, alterations or improvements provided a Required Vote approving those additions, alterations or improvements has been obtained, except that if such additions, alterations or improvements (i) are otherwise permitted by the Declaration or these Bylaws, including, but not limited to installation of Identification Monuments (as contemplated by Section 4.12 of the Declaration), elevators and cart corrals, and the relocation thereof from time to time, (ii) are in the nature of openings for and installation of (A) doors and windows, (B) customer service facilities, such as walk up service facilities (including but not limited to bank teller windows, money machines and night depository drop offs) for ground floor retail and commercial service activities, or (C) required by any applicable governmental requirement, or (iii) arise in connection Unit No. 1 Owner's intent to physically incorporate into Unit No. 1 some or all of the Excess Development Rights vested in Unit No. 1 Owner pursuant to the Declaration, then only a Standard Majority Vote shall be required. Where a Unit Owner is permitted to undertake such approved additions, alterations, or improvements to the Limited Common Elements or easement areas, as applicable, then the Unit Owner(s) making such additions, alterations or improvements shall be solely responsible for the cost thereof. If the same are undertaken by the Unit Owners Association they shall be assessed to the appropriate Unit Owner(s) as a Special Expense. Where such approved additions, alterations, or improvements to Limited Common Elements and easement areas are made by or on behalf of a Unit Owner, then that Unit Owner shall be also responsible for any continuing costs and expenses related thereto, including those that might otherwise be duly assessed to the Unit Owners Association pursuant to the Declaration or these Bylaws. Any work undertaken shall be accomplished in accordance with Facilities Access Conditions.

(e) Application of other Provisions. The provisions of Sections 5.7(d), (e) and (f) of these Bylaws shall apply in the event a Unit Owner seeks to make and thereafter undertakes any improvements, changes or additions to the Common Elements pursuant to this Section 5.6.

Section 5.7. Additions, Alterations or Improvements of a Unit.

(a) Other than Immaterial Alterations (as hereinafter defined), no Unit Owner, nor tenant or other occupant of a Unit Owner's Unit may make any alterations, changes, installations, additions or improvements in or to the Unit or portion thereof (collectively "Alterations") without first having the Unit Owner review the same with the Unit Owners Association and obtaining the prior written approval of the Unit Owners Association by a Required Vote as provided for in Subsection 5.7(b) below. An "Immaterial Alteration" shall mean any proposed alteration, installation, additions or improvements (i) to a Unit (such as installation of tenant layout improvements for spaces within a Unit) that would not negatively affect the structure of the Building or any of the General Common Element building systems, (ii) to a Unit (such as installation of tenant layout improvements for spaces within a Unit) that would not impose upon any of the base building operating systems (including but not limited to those systems and the facilities related thereto that provide electrical, mechanical, plumbing and fire and life safety services to the Common Elements and all Units) special or unique demands which materially adversely impact the level of services being provided to the Common Elements or any Unit, (iii) to Unit No. 1 or

Unit No. 2, that would be an alteration of the non-structural components of any exterior wall of that Unit, and does not materially alter the architectural character of the General Common Elements, (iv) to Unit No. 1 or Unit No. 2, to any Identification Monuments, including signage, erected on the exterior of the Building or in the Common Element areas related to either or both of such Units, whether by the Unit Owner thereof or any a tenant or occupant of thereof, as applicable, in accordance with applicable law, the Declaration and the Rules and Regulations, (v) to Unit No. 3, the installation of diversion gutters suspended from the ceiling within the various levels of Unit No. 3 to control leaks in the parking garage facility, provided the same do not obstruct Identification Monuments related to the use of the facility by the public or the facilities effective operation as a parking garage or installed by or on behalf of any tenants or occupants of Unit No.1 or Unit No.2 pursuant to the Declaration of Parking Operations, and (vi) to Unit No. 3, undertaking concrete repairs to floor slabs within Unit No. 3, re-striping of the parking facilities, fixing of leaks in pipes and conduits, and similar types of non-structural maintenance and repair activities in about Unit No. 3 and the parking facilities located therein.

(b) Where the approval of the Unit Owner's Association to Alterations is required by Section 5.7(a) above, then only a Standard Majority Vote by the Unit Owners Association shall be required, unless the same could be expected to (i) impair (A) the structural integrity of the Buildings, (B) any of the mechanical, electrical or plumbing systems of the Buildings, or (C) any interior partitions contributing to the support of the Unit or the Buildings, (ii) have a material adverse effect on (A) the use, functioning or the costs of operation of the Buildings, or (B) the rights of Unit Owners or the Unit Owners Association attendant to any Common Elements, and (iii) substantially alter the appearance of the Common Elements. If the Alterations proposed by a Unit Owner could reasonably be expected to adversely or negatively impact the Building or the Common Elements as described in Subsection 5.7(b)(i) through (iii) above, then a Unit Owner must obtain a Unanimous Vote to approve the Alteration.

(c) Unit Owner shall give notice to the Unit Owners Association or to the Managing Agent of any Immaterial Alterations proposed to be made to the Unit so as to be able to coordinate contractor access through the General Common Elements.

(d) The Unit Owner, at its sole cost and expense, shall provide, or have provided, to the Unit Owners Association a copy of the plans for the floor or floors, or the portions thereof, on which the proposed Alterations to its Unit are to be made, revised to show the Unit Owner's proposed Alterations to its Unit.

(e) All proposed Alterations to a Unit by a Unit Owner (or any tenant or other occupant thereof) shall be made (i) at no expense to the Unit Owners Association, (ii) at such times and in such manner as to not unreasonably interfere with the operation of the Permitted Uses in the Buildings, (iii) in a good, workmanlike, high quality, and prompt and timely manner, (iv) in a fashion that minimizes impact on other Units and the Condominium in general, (v) in accordance with all applicable legal requirements and the requirements of any insurance company insuring the Buildings, including obtaining all necessary governmental permits, (vi) by a contractor or mechanic that (A) is duly and properly licensed in the District of Columbia, (B) is duly and properly insured, and

(C) possesses requisite experience, personnel, financial strength and other resources necessary to perform and complete the proposed alterations, installations, additions or improvements, (vii) in lien free condition during and upon completion of any construction or installation, (viii) only after the Unit Owner supplies to the Unit Owners Association evidence that all risk coverage insurance (or comparable insurance coverage) is in place naming the Unit Owners Association as an additional named insured, and providing coverage against damages or claims thereof that could arise from undertaking the Alterations, and (ix) in accordance with such reasonable and non-discriminatory construction rules that the Unit Owners Association may adopt from time to time as part of the Rules and Regulations. Where the Unit Owners Association incurs any direct costs and expenses related to Alterations made (or to be made) to a Unit, those costs and expenses shall be deemed Special Expenses assessable to that Unit Owner. The Unit Owner shall also be responsible for any continuing costs and expenses related to such Alterations at no cost to the Unit Owners Association.

(f) If any Alterations to a Unit (other than Immaterial Alterations) are made without the prior written consent of the Unit Owners Association, the Unit Owners Association may correct or remove the same, and the Unit Owner of such Unit shall be liable to the Unit Owners Association for any and all reasonable expenses incurred by the Unit Owners Association in the performance of the work. Additionally if any application to any governmental authority for a permit to make an addition, alteration or improvement requires execution by the Unit Owners Association and, provided consent of the Unit Owners Association has been obtained where required, then the application may be executed on behalf of the Unit Owners Association by the President-Treasurer or the Managing Agent. Neither the approval by the Unit Owners Association of any request of a Unit Owner to make Alterations to its Unit nor the execution of any application for government permission or approval related thereto by the Unit Owners Association shall be deemed to have committed the Unit Owners Association to undertake such work, or become liable (i) to the issuing government agency, (ii) to any contractor, subcontractor or materialman hired to perform such work on behalf of the Unit Owner (or any tenant or other occupant of that Unit Owner's Unit), or (iii) to any person having any claim for injury to person or damage to property, as a result of such work or arising from the undertaking of such work.

Section 5.8. Right of Access. By acceptance of the deed of conveyance, each Unit Owner thereby grants a right of access to the Unit, the Limited Common Elements appurtenant thereto, as provided by subsection 42-1903.07(a) of the Condominium Act, and any easement area granted to that Unit Owner to the Unit Owners Association, or any other person authorized by the Unit Owners Association, including the Managing Agent and any other Unit Owner, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in the Unit, the Common Elements or easement area to which access is obtained through the Unit and threatening another Unit, any area granted by easement to that Unit, or the Common Elements, or performing installations, alterations or repairs to the mechanical, heating ventilating and air conditioning, plumbing or electrical systems of the General Common Elements located in the Unit, in the Limited Common Elements appurtenant that Unit or any area granted by easement to that Unit. All such actions as and when proposed to be undertaken shall be subject to performance in compliance with the Facilities Access Conditions.

Section 5.9. Utility Charges. The cost of utilities services provided to the Condominium and not individually metered or submetered to a specific Unit or not benefiting solely a specific Unit or Units (and not all Units equally) shall be treated as General Expenses, and unless specifically allocated to one or more, but less than all Unit Owners by Schedule A, shall be allocated based upon Common Element Interest.

Section 5.10 Transfer of Security Facilities and Operations for Unit No. 3.

(a) As of the Effective Date, security services for Unit No. 3 shall be provided by the Unit Owners Association, based upon a baseline of services to be agreed upon by Unanimous Vote. Notwithstanding responsibility for such services being vested with the Unit Owners Association, Unit No. 3 Owner may request a transfer of such responsibilities from the Unit Owners Association to Unit No. 3 Owner at any time after the expiration of two (2) full calendar years after the Effective Date. Any subsequent request for a proposed transfer of responsibility may be submitted to the Unit Owners Association no more than once annually thereafter, if any initial request for transfer is not approved by the Unit Owners by the Required Vote.

(b) To initiate a possible transfer of responsibility for the security services for Unit No. 3, Unit No. 3 Owner must submit a written request for to the Managing Agent for consideration by the Unit Owners Association. In evaluating a Unit No. 3 Owner request to have control and operation of these services transferred to Unit No. 3 Owner, the Unit Owners shall evaluate the ability and capability of the Unit No. 3 Owner to employ a duly licensed, professional building security company, qualified to transact business in the District of Columbia to provide such services for Unit No. 3 (the "Security Company"). As a condition to consideration of any request by the Unit Owners, Unit No. 3 Owner must identify in its request the party it proposes to employ as the Security Company for Unit No. 3 and show that such party (1) has a minimum of five (5) years prior experience of providing building security services for an enclosed, off street, privately owned parking facility serving high quality retail complexes located in the Washington, D.C. metropolitan area of similar size, physical arrangement and tenancy of Building, taking into account the added requirements of the Property's location in an urban neighborhood in Washington, D.C. ("Comparable Parking Facilities"), (2) currently is providing security services at no less than five (5) Comparable Parking Facilities, and (3) has strong financial credentials and qualifications. The party then serving as the private security company for the Unit Owners Association for the Building shall be deemed a qualified party to be selected as the Security Company by Unit No. 3 Owner.

(c) If a request for transfer of security responsibilities for Unit No. 3 is received by the Unit Owners Association, the Unit Owners Association shall give due and reasoned consideration to the request, and evaluate the same in light the need of the Unit Owners Association to satisfy the Parking Objectives set forth in the Declaration of Parking Operations, the importance of the qualifications for any party being considered for selection to provide security for No. 3 as set forth above in Section 5.10(b) above, and any perceived adverse impact upon the security of the Building as a whole which might result if a transfer of security responsibilities would result in separate security services providers for Unit No. 3 as distinct from the Common Elements of the Building. Where a request for transfer is not

approved by the Unit Owners by a Required Vote, Unit No. 3 Owner may renew that request annually thereafter following the each succeeding anniversary of the Effective Date.

(d) If the Unit Owners approve by Required Vote the transfer of responsibility for security services for Unit No. 3 to Unit No. 3 Owner, then Unit No. 3 Owner shall review any proposed security services agreement for delivery of services to Unit No. 3 with the Managing Agent, and such agreement and the scope of services contained therein shall require the prior approval by the Unit Owners Association by Unanimous Vote.

(e) If at any time after the Unit Owners approve the transfer of responsibility for security services to Unit No. 3, the Managing Agent determines, or Unit No. 1 Owner and Unit No. 2 Owner together determine that the Security Company hired by Unit No. 3 Owner is not performing its obligations with regard to providing required security services for Unit No. 3 and its operations or that Unit No. 3 Owner is not causing the Security Company to provide the security services contracted for in Unit No. 3 as contemplated by and in accordance with the provisions of this Section 5, the Unit Owners Association shall have the right (a) to deliver a Non-Performance Notice to Unit No. 3 Owner, and (b) to require that Unit No. 3 Owner cure such non-performance within twenty-one (21) days of receipt of such notice or such longer period of time period specified in the Non-Performance Notice. The Unit Owners Association shall contemporaneously provide a copy of the Non-Performance Notice to the any mortgagee or bondholder having a lien on legal title to Unit No. 3.

(f) If Unit No. 3 Owner fails to timely cure, or have cured, the non-performance as identified in the Non-Performance Notice, then the Unit Owners Association may withdraw approval of the transfer of responsibility for security services for Unit No. 3 and re-assert control over security services for Unit No. 3, as well as oversight of the provider of security services, at the cost and expense of Unit No. 3 as a Special Expenses.

ARTICLE 6

Insurance

Section 6.1. Authority to Purchase; Notice.

(a) Except as otherwise provided in Section 6.5 hereof, all insurance policies relating to the Property including as to each Unit shall be purchased by the Unit Owners Association. The cost thereof shall be a General Expense. The Unit Owners Association, to the extent practicable and available at commercially reasonable rates, shall purchase one policy for the coverage of the Property. Neither the Unit Owners Association, the President-Treasurer (or any other officer) nor the Managing Agent shall be liable for failure to obtain any coverages required by this Article 6 nor for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies. The Unit Owners Association shall promptly furnish to each Unit Owner and to each Mortgagee written notice of the procurement of, subsequent changes in, or termination of, insurance coverages obtained on behalf of the Unit Owners Association, in compliance with Section 42-1903.10 of the Condominium Act.

(b) Each such policy shall provide that:

(i) The insurer waives any right to claim by way of subrogation against the Unit Owners Association, the President-Treasurer (or any other officer) the Managing Agent or the Unit Owners, and their respective guests, invitees, tenants, agents and employees;

(ii) Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days prior written notice to the Unit Owners Association, all Unit Owners and all Mortgagees; and,

(iii) The Unit Owners Association shall provide to each Mortgagee notice of renewal of each of such policies at least twenty (20) days prior to the stated expiration date of such policies.

(c) All policies of insurance shall be written by reputable companies licensed or qualified to do business in the District of Columbia.

(d) The amount of the deductible, if any, on any insurance policy purchased by the Unit Owners Association shall be a General Expense.

Section 6.2. Physical Damage Insurance.

(a) The Unit Owners Association shall obtain and maintain a blanket, "all-risk" form policy of fire and casualty insurance with extended coverage, vandalism, malicious mischief and sprinkler leakage, or comparable coverage then available from time to time, insuring the Common Elements and any personal property owned by the Unit Owners Association together with all air-conditioning and heating equipment and other service machinery that are General Common Elements contained therein and covering the interests of the Unit Owners Association (subject, however, to the loss payment and adjustment provisions in favor of the Insurance Trustee), in an amount equal to one hundred percent (100%) of the then current replacement cost of the Property (exclusive of the Land, excavations and foundations), without deduction for depreciation; provided that the Unit Owners Association shall not be required in such blanket, "all-risk" form policy of fire and casualty insurance to cover betterments and improvements supplied or installed by any Unit Owner in its Unit or the personal property of any Unit Owner.

(b) Such policy shall also provide such other available coverages as the Unit Owners Association may from time to time determine. Such policy shall also include an endorsement or provision, to the extent obtainable at commercially reasonable rates, that any "no other insurance" clause expressly exclude individual Unit Owner's policies from its operation so that the physical damage policy purchased by the Unit Owners Association shall be deemed primary coverage and any individual Unit Owner's policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Unit Owners Association hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees, unless otherwise required by law.

Section 6.3. Liability Insurance. The Unit Owners Association shall obtain and maintain commercial general liability, property damage liability insurance and such other comparable insurance products as may be available from time to time and would be obtained by

commercially prudent owners of projects similar to the Condominium, in such limits as the Unit Owners Association may from time to time determine, by a Simple Majority in Interest, insuring the President-Treasurer (or any other officer) the Managing Agent, each Unit Owner and the employees of the Unit Owners Association against any liability to the public or to the Unit Owners (and their guests, invitees, tenants, agents and employees) arising out of, or incident to the ownership or use of the Common Elements. The extent, nature and degree of such coverage from time to time shall be no less than that maintained in real estate developments comparable to the Building with its mix of Permitted Uses. Such insurance shall be issued on a comprehensive liability basis and shall contain: (i) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to an action against another named insured; and (ii) a "severability of interest" endorsement which shall preclude the insurer from denying liability coverage to a Unit Owner because of negligent acts of the Unit Owners Association or of another Unit Owner

Section 6.4. Other Insurance. The Unit Owners Association shall also obtain and maintain such other insurance as a commercially prudent owner of a comparable project to the Condominium would obtain and maintain from time to time or as may be requested from time to time by a Simple Majority in Interest.

Section 6.5. Separate Insurance.

(a) Each Unit Owner shall obtain insurance for such Unit Owner's benefit, at such Unit Owner's sole expense, covering the Unit Owner's nonstructural components of a Unit, and any furniture, furnishings, fixtures, equipment, and personal property, as well as any improvements made to the Unit by such Unit Owner, or any tenant or occupant of such Owner's Unit (including coverage normally called "improvements and betterments coverage"); provided, however, that no Unit Owner shall be entitled to exercise this right to acquire or maintain such insurance coverage so as to decrease the amount which the Unit Owners Association, on behalf of all Unit Owners, may realize under any insurance policy maintained by the Unit Owners Association for the Common Elements or to cause any insurance coverage maintained by the Unit Owners Association to be brought into contribution with insurance coverage obtained by a Unit Owner.

(b) In addition to the foregoing insurance requirements, each Unit Owner shall maintain a policy of commercial general liability insurance, naming as additional insureds the other Unit Owners and the Unit Owners Association at limits as reasonably fixed by the Unit Owners Association by a Standard Majority Vote.

(c) Due to the nature of the operations in Unit No. 3, the Unit No. 3 Owner shall also maintain such additional insurance coverages as would be appropriate from time to time and typical in the industry for Persons owning and operating a off-street publicly accessible parking garage, including but not limited garage liability, garage keepers legal liability and crime insurance coverages (or comparable insurance programs).

(d) No Unit Owner shall obtain separate insurance policies on the Condominium whole however.

(e) Each Mortgagee should be identified as an additional insured under each policy of insurance held by the Unit Owners Association to the extent the same such coverage is available under a particular policy type.

Section 6.6. Insurance Trustee.

(a) Proceeds of Insurance/Designation of Payee. All physical damage insurance policies purchased by the Unit Owners Association shall be for the benefit of the Unit Owners Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to an "Insurance Trustee" to be applied pursuant to the terms of Article 7.

(b) Duty of Insurance Trustee. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

(c) Appointment of Insurance Trustee. The Insurance Trustee shall be appointed by, and may be removed and replaced by, a Standard Majority Vote of the Unit Owners.

ARTICLE 7

Repair and Reconstruction After Fire or Other Casualty

Section 7.1. When Repair and Reconstruction are Required. Except as otherwise provided in Section 7.4, if all or any part of the Property is damaged or destroyed as a result of fire or other casualty, the Unit Owners Association shall arrange for and supervise the prompt repair and restoration thereof (but not including any non-structural fit out of a Unit, and any furniture, furnishings, fixtures, equipment or other personal property supplied or installed by any Unit Owner in its Unit unless then covered by insurance obtained by the Unit Owners Association).

Section 7.2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any portion of the Property, the Unit Owners Association shall obtain estimates of the cost of repairing and restoring the damaged portion of the Property (but not including any non-structural fit out of a Unit and any furniture, furnishings, fixtures, personal property or equipment installed by a Unit Owner in its Unit unless then covered by insurance obtained by the Unit Owners Association) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Insurance Trustee determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair for which the Unit Owners Association is responsible (including any deductible), or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to permit the Unit Owners Association to complete such reconstruction and repair shall be deemed a

Common Expense and a special assessment therefor shall be levied against all Unit Owners in proportion to their respective Common Element Interests.

(c) Plans and Specifications. Any such reconstruction or repair of the Property shall be substantially in accordance with the construction of the Property at the time of the casualty, subject to any modifications required by changes in applicable governmental regulations, and using contemporary building materials and technology to the extent feasible; provided, however, that other action may be taken if approved by all Unit Owners and all Mortgagees.

Section 7.3. Disbursements of Construction Funds.

(a) Construction Fund and Disbursement. The proceeds of insurance collected on account of casualty, and the sums received by the Insurance Trustee from collections of assessments against the Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) If the estimated cost of reconstruction and repair to the Property, or portion thereof for which the Unit Owners Association is responsible is less than Two Million and 00/100ths Dollars (\$2,000,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Unit Owners Association.

(ii) If the estimated cost of reconstruction and repair to the Property for which the Unit Owners Association is responsible equals or exceeds Two Million and 00/100ths Dollars (\$2,000,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the District of Columbia and employed by the Insurance Trustee to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (A) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (B) there is no other outstanding indebtedness known to such architect for the services and materials described; and (C) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested. Each contractor or subcontractor submitting a request for payment for such repair or restoration work shall be required to submit a lien waiver executed by such contractor or subcontractor with respect to all amounts previously paid to such contractor or subcontractor.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair of the Property for which the Unit Owners Association is responsible shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be divided among the Unit Owners in proportion to their

respective Common Element Interests and shall be distributed in accordance with the priority of interests at law or in equity in each Unit.

Section 7.4. When Reconstruction Is Not Required. If the Unit Owners Association elects, pursuant to the unanimous agreement of all Unit Owners and all Mortgagees, not to repair insubstantial damage to the Common Elements, the Unit Owners Association shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed or credited, as the Unit Owners Association may decide, to all Unit Owners in proportion to their respective Common Element Interests. If the Condominium is terminated pursuant to the written consent of all Unit Owners and all Mortgagees, then the net assets of the Condominium together with the net proceeds of insurance policies, if any, shall be divided by the Insurance Trustee among all Unit Owners in proportion to their respective Common Element Interests, after first paying out of the share of each Unit Owner, to the extent sufficient therefor, the amount of any unpaid liens on the Unit in the order of priority of such liens.

ARTICLE 8 Mortgages

Section 8.1. Notice to Unit Owners Association. A Unit Owner who executes a Mortgage secured by its Unit shall notify the Unit Owners Association of the name and address of the Mortgagee and, upon request, shall file a conformed copy of the note and Mortgage with the Unit Owners Association.

Section 8.2. Notice of Default; Casualty or Condemnation.

(a) Copy of Notice of Default to Mortgagee. The Unit Owners Association, when giving notice to any Unit Owner of a default in the payment of an assessment for General Expenses, Limited Common Element Expenses or Special Expenses (which remains uncured for sixty (60) days) or of any other default, shall simultaneously send a copy of such notice to the Mortgagee of such Unit.

(b) Mortgagee Request for Notices of Default. Should any Mortgagee give notice to the Unit Owners Association that a Unit Owner is default under such Mortgagee's Mortgage or Bond Documents, then, until advised otherwise by the Mortgagee, the Unit Owners Association shall provide a copy of all notices issued to such Unit Owner by the Unit Owners Association to the Mortgagee in question.

(c) Notice to Mortgagee of Casualty/Condemnation. Each Mortgagee shall also be promptly notified of any casualty, of all actions taken under Article 7 of these Bylaws and of any taking in condemnation or by eminent domain pursuant to Section 42-1901.06 of the Condominium Act and actions of the Unit Owners Association with respect thereto.

Section 8.3. Notice of Amendment of Condominium Instrument. The Unit Owners Association shall give notice to all Mortgagees at least twenty (20) days prior to the date on

which the Unit Owners, in accordance with the provisions of these Bylaws, will take action to materially amend the Condominium Instruments.

Section 8.4. Approvals. In addition to a Required Vote of the Unit Owners pursuant to the Declaration and these Bylaws, unless all Mortgagees have given their prior written approval, the Unit Owners Association shall not: (a) change any Unit's Common Element Interest except as provided in Section 42-1901.06 of the Condominium Act; (b) partition, subdivide, abandon, encumber, sell or transfer the Common Elements of the Condominium (other than the granting, modifying, amending or terminating easements, leases, licenses or concessions pursuant to and in accordance with the provisions of the Declaration or these Bylaws); (c) by act or omission withdraw the submission of the Property to the Condominium Act; (d) modify the method of determining assessments or allocating distributions of casualty insurance proceeds or condemnation awards; (e) use hazard insurance proceeds for losses to the Property for any purpose other than repair, replacement or restoration except as provided in Sections 7.3 and 7.4 hereof; or (f) add or amend any material provisions of the Condominium Instruments which establish, provide for, govern or regulate voting or assessment liens

ARTICLE 9 Compliance and Default

Section 9.1. Relief. Each Unit Owner and the Unit Owners Association shall be governed by, and shall comply with, all of the terms of the Condominium Act, the Condominium Instruments and the applicable Title Documents, as applicable, as any of the same may be amended from time to time, as well as with the Declaration of Parking Operations. In addition to the remedies provided in Section 42-1902.09 of the Condominium Act, a default by a Unit Owner shall entitle the Unit Owners Association, acting through itself or through the Managing Agent, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Condominium Instruments shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, specific performance, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association or, if appropriate, by any aggrieved Unit Owner, and shall not constitute an election of remedies.

(b) Costs and Attorneys' Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party on the merits of the claim upon which the proceedings were filed shall be entitled to recover the costs of such proceeding and such reasonable attorneys' fees as may be determined. The same shall be deemed Special Expenses due and owing by that Unit Owner.

(c) No Waiver of Rights. The failure of the Unit Owners Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Condominium Act shall not constitute a waiver of the right of the Unit Owners Association, or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit

Owners Association, or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Condominium Instruments or the Condominium Act or at law or in equity.

Section 9.2. Lien for Assessments.

(a) Lien. The assessment of each Unit Owner for General Expenses, Special Expenses and any special assessment, or any other sum duly levied made pursuant to these Bylaws, is hereby declared to be a lien levied against the Unit of such Unit Owner as provided in Section 42-1903.13 of the Condominium Act, which lien shall be effective, with respect to annual assessments, on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than thirty (30) days after delivery to the Unit Owner of notice of default of payment of such special assessment or levy. The Unit Owners Association may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) Enforcement.

(i) If at the time a Unit Owner conveys legal title of its Unit for consideration to a party, then the amount on any assessment of any kind due and owing to the Unit Owners Association by that Unit Owner that is due and unpaid at the time of the conveyance of legal title to its Unit shall be paid from the consideration received by that Unit Owner in connection with the conveyance of legal title to that Unit. The Unit Owners Association shall have no obligation to provide any estoppel certificate, re-sale certificate or other certification to any third party on behalf of or at the request of that Unit Owner so long as any assessments, duly noted to the Unit Owner, are due and owing, and unpaid to the Unit Owners Association.

(ii) The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the District of Columbia, by power of sale (pursuant to Section 42-1903.13 of the Condominium Act) or action in the name of the Unit Owners Association. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the District of Columbia. To the extent permitted under the provisions of Section 42-1903.13 of the Condominium Act, the lien for assessments shall have priority over, and shall not be subordinate to, the lien of any Mortgage. Where a foreclosure on the Unit has been undertaken by the Unit Owners Association for assessments due and unpaid by a Unit Owner, then to the extent the proceeds derived from such foreclosure exceed the amount of delinquent assessments due to the Unit Owners Associations by that Unit Owner, including the costs and expenses of collection, then the remainder of such proceeds shall be promptly paid over to the Mortgagee having an interest in legal title to such Unit.

(c) Remedies Cumulative. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same, and a

foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

(d) Nondisturbance of Tenants. Should the Unit Owners Association successfully foreclose on legal title to the Unit of a Unit Owner in satisfaction of any lien or claim of the Unit Owners Association against a Unit Owner, the foreclosure and transfer of legal title to the Unit shall not serve to entitle the Unit Owners Association, or any assignee or transferee thereof to displace any tenant or occupant of the Unit (or portion thereof) or terminate any lease or other occupancy arrangement with such tenant or occupant previously entered into by such tenant or occupant with the prior Unit Owner, except as provided for under such lease or other occupancy arrangement. The Unit Owners Association, and any assignee or transferee thereof shall continue to recognize such tenant or occupant as having a recognized interest in the Unit (or portion thereof) as provided for in the lease or other occupancy arrangement, and shall afford full non-disturbance protection to such tenant or occupant provided such tenant or occupant continues to comply with the provisions of, and fulfills its obligations under, the applicable lease or other occupancy arrangement.

(e) Anti-Deficiency Act Limitation. So long as the District of Columbia or an affiliated governmental entity is the Unit No. 3 Owner, and as such is subject to the provisions of Section 446 of the District of Columbia Home Rule Act and the federal Anti-deficiency Act (the "Anti-deficiency Act"), then Declarant and Unit Owners 1 and 2 acknowledge that the obligations of Unit Owner 3 to fulfill financial obligations of any kind pursuant to these Bylaws, including indemnification if any, may be subject to the provisions of the Anti-deficiency Act, regardless of whether a particular obligation was expressly so conditioned. The District of Columbia, on behalf of itself and such other government entity, agrees that, as Unit Owner 3, it will, in good faith, use best efforts to obtain and exercise all lawful and available authority to satisfy any of its financial obligations that may arise under these Bylaws, including, without limitation, attempting to obtain the necessary appropriations and/or the reprogramming of available funds if such reprogramming is legal and necessary to satisfy its financial obligations; however, the obligations of the District of Columbia or such entity as Unit Owner 3 under these Bylaws are subject to the receipt of specific authority from Congress, with no implication that Congress will give such authorization. Notwithstanding the foregoing, (a) the obligations of the District of Columbia or such other government entity as Unit Owner 3 that may arise under these Bylaws shall not constitute an indebtedness within the meaning of any constitution or statutory debt limitation or restriction and do not constitute an obligation for which the District of Columbia or such entity, as Unit Owner 3, is obligated to levy or pledge any form of taxation or for which it has levied or pledged any form of taxation, and (b) at such time as the District of Columbia or such other governmental entity seeks to convey legal title of Unit No.3 for consideration to any party, then the amount on any assessment of any kind due and owing to the Unit Owners Association by the District of Columbia or such other entity as the Unit No. 3 Owner, that is then due and unpaid shall be paid in full at or prior to the time that legal title to Unit No. 3 is to be conveyed, whether the funds for payment come from the proceeds of the sale of Unit No. 3, from appropriated funds or from other funds available to the District of Columbia or such other government entity.

Section 9.3. Liability With a Conveyance of Title. A Unit Owner that conveys legal or equitable title to its Unit (other than by and through the execution of a deed of trust, mortgage or

other conveyance as security for an obligation) shall have no liability or obligation under the Declaration or these Bylaws for any default or breach of the obligations imposed upon or arising with respect to the Unit after the date of conveyance, the transferee of such title to the Unit being liable for the obligations imposed upon or accruing with respect to such Unit after the date of such conveyance of legal or equitable. Notwithstanding the foregoing, where a voluntary transfer of legal or equitable interests in a Unit occurs, other than in connection with the placing of security for a debt, then any accrued and unpaid assessments of Common Expenses of that Unit Owner, which have not been paid in full at the time of conveyance of legal or equitable title, shall become the joint and several liability of the transferee of such interests in a Unit with the transferor, subject to the applicable provisions of the Condominium Act.

ARTICLE 10 Condemnation

Section 10.1. Event of Condemnation. In the event of the taking in condemnation or by eminent domain of all or any part of the Common Elements, the Unit Owners Association, subject to the provisions set forth below in this Article and elsewhere in Sections 3.1, 8.2 and 8.4 of these Bylaws, will arrange, as necessary and required, for the prompt repair, restoration or alteration, as appropriate, to the Common Elements that are effected or impacted by the taking in condemnation or by eminent domain. The award made for any such taking of Common Elements shall be payable to the Unit Owners Association, provided, however, that if any repair, restoration or alteration of the Common Elements is necessary and required, and the amount of such award exceeds Two Million and 00/100^{ths} Dollars (\$2,000,000.00), the award shall be payable to the Insurance Trustee. The Insurance Trustee shall disburse the award proceeds to the contractors engaged in such repair, restoration or alteration of the Common Elements in appropriate progress payments.

Section 10.2. Insufficient Proceeds. If the net proceeds of any such award are insufficient to cover the cost of any repairs, restorations or alterations to the Common Elements, the deficient shall be borne by all Unit Owners with respect to those costs pro-rata in accordance with their respective Common Element Interests, if the same is not specifically otherwise provided for in Schedule A. If no repair, restoration or alteration of the Common Elements is necessary or required, or where the award amount exceeds the cost of repairs, restorations or alterations to the Common Elements, then the Unit Owners Association shall retain any award (or excess) as part of the capital reserves of the Unit Owners Association for Common Elements, allocating such amounts between reserves for General Common Elements and reserves for Limited Common Elements based upon the perceived impact of the taking on the various Common Elements.

Section 10.3. Distribution of Award. In the event that the Unit Owners Association by Required Vote decides not to undertake any necessary and required repair, restoration or alteration of the impacted Common Elements arising from a taking contemplated in Section 10.1 above (whether pursuant to Section 3.2(b)(x), or Section 3.2(c)(xvii) of these Bylaws), then such repairs, restorations or alterations may not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners in proportion of their respective Common Element Interests unless Schedule A would require an alternate allocation, after first

paying out of the share of each Unit Owner the amount of any unpaid liens on such Units, including liens for assessments due to the Unit Owners Association.

ARTICLE 11
Miscellaneous

Section 11.1. Notices.

(a) All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or within 2 days of deposit if sent by United States mail, return receipt requested, postage prepaid, or the next day after deposit if sent by reputable overnight courier, (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the President-Treasurer or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Unit Owners Association or at such address as shall be designated by notice in writing to all of the Unit Owners pursuant to this Section, or if no address is designated, to 3100 14th Street, N.W., Washington, D.C.

(b) If a Unit is owned by more than one person, each such person who so designates an address in writing to the President-Treasurer shall be entitled to receive all notices hereunder.

Section 11.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

Section 11.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 11.4. Applicable Law/Construction. These Bylaws shall be governed by the law of the District of Columbia. Additionally these Bylaws are intended to comply with all of the applicable provisions of the Condominium Act and shall be so interpreted and applied. The failure to comply strictly with the time periods required by these Bylaws, unless also required by the Condominium Act, shall not invalidate any action of the Unit Owners Association in the absence of a written objection by a Unit Owner or a Mortgagee within ten (10) days after the failure to comply.

[Signatures appear on next pages.]

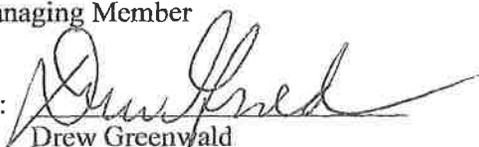
IN WITNESS WHEREOF, GRID Urban Ventures III, LLC, a New York limited liability company, a Managing Member of USPDC, LLC, a New York limited liability company, Managing Member of DC USA Management Co. LLC, a Delaware limited liability company, Manager and Sole Member of DC USA Operating Co., LLC, a New York limited liability company, has caused these presents to be signed in its name by Drew Greenwald, its Managing Member, and Picket Realty Construction Consultants LLC, a New York limited liability company, Manager of DC USA GO, LLC, a New York limited liability company, a Managing Member of USPDC, LLC, a New York limited liability company, Managing Member of DC USA Management Co. LLC, a Delaware limited liability company, Manager and Sole Member of DC USA Operating Co., LLC, a New York limited liability company, has caused these presents to be signed in its name by David L. Picket, a Member, for the purposes of executing, acknowledging and delivering this Declaration, as the act and deed of the various limited liability companies for themselves and in their respective interests in DC USA Operating Co., LLC, the Declarant hereunder, all as of the day and year hereinbefore written.

DC USA OPERATING CO., LLC,
a New York limited liability company

By: DC USA Management Co. LLC,
a Delaware limited liability company,
Manager and Sole Member

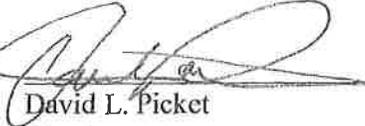
By: USPDC, LLC,
a New York limited liability company,
Managing Member

By: GRID Urban Ventures III, LLC,
a New York limited liability company,
Managing Member

By: 
Drew Greenwald
Managing Member

By: DC USA GO, LLC,
a New York limited liability company,
Managing Member

By: Picket Realty Construction Consultants LLC,
a New York limited liability company,
Manager

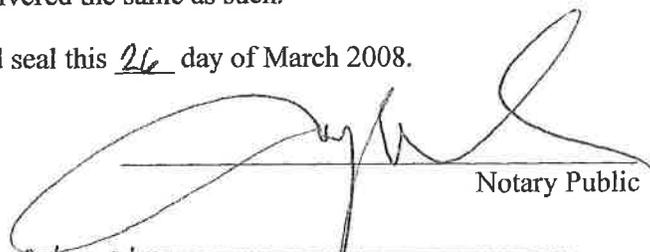
By: 
David L. Picket
Member

COUNTY OF Queens

STATE OF NEW YORK, to wit:

I, Dominic F. Coronel, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Drew Greenwald, Managing Member of GRID Urban Ventures III, LLC, a Managing Member of USPDC, LLC, Managing Member of DC USA Management Co. LLC, itself Manager and Sole Member of DC USA Operating Co., LLC, Declarant, in the foregoing and annexed Declaration, personally appeared before me in said jurisdiction and, being personally well known to me, acknowledged said instrument to be the act and deed of said limited liability companies and delivered the same as such.

GIVEN under my hand and seal this 26 day of March 2008.



Notary Public

My commission expires: Aug 14, 2012

[NOTARIAL SEAL]

DOMINIC F. CORONEL
NOTARY PUBLIC STATE OF NEW YORK
QUEENS COUNTY
LIC. #01C06046435
COMM. EXP. AUG. 14, 2012

COUNTY OF New York

STATE OF NEW YORK, to wit:

I, Sheila Curtin, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David L. Picket, Member of Picket Realty Construction Consultants LLC, Manager of DC USA GO, LLC, a Managing Member of USPDC, LLC, Managing Member of DC USA Management Co. LLC, Manager and Sole Member of DC USA Operating Co., LLC, Declarant, in the foregoing and annexed Declaration, personally appeared before me in said jurisdiction and, being personally well known to me, acknowledged said instrument to be the act and deed of said limited liability companies and delivered the same as such.

GIVEN under my hand and seal this 26th day of March 2008.



Notary Public

My commission expires: December 24, 2011

[NOTARIAL SEAL]

SHEILA CURTIN
Notary Public, State of New York
No. 01CU6179342
Qualified in Westchester County
Commission Expires Dec. 24, 2011

All that certain lot or parcel of land situated and lying in the District of Columbia, and more particularly described as follows:

Lot of Record 721 in Square 2674 pursuant to recorded in Subdivision Book 200 at Page 44 among the records of the Office of the Surveyor of the District of Columbia,

But specifically less and except (i) any transferable development rights ("TDRs") appurtenant to the above-described property as of the Effective Date, all such rights being retained by the Declarant, (ii) any rights to any benefits, proceeds or other consideration arising from any sale and transfer of those TDRs, all of such rights to be deemed vested and retained by Declarant or its assignees, (iii) any beneficial or other consideration to be paid, posted or given by or on behalf of the Declarant prior to the Effective Date in conjunction with and arising out of any combined lot development arrangements under the Zoning Regulations, (iv) any refund of all or a portion of any governmental imposition paid by or on behalf of the Declarant, including but not limited real property taxes, franchise taxes, business improvement district taxes, public space rentals and similar impositions, imposed upon the Declarant for the period prior to the Effective Date and for which the Declarant has applied for a refund or appealed the imposition of prior to the Effective Date, or for which Declarant has been assessed and charged with regard to any period prior to the Effective Date, (v) any return, release, or refund of any deposits, bonds, or escrow of funds posted by or on behalf of the Declarant prior to the Effective Date in conjunction with the development of the Building, including but not limited to utilities bonds, and (vi) any investment tax credits arising under the United States Internal Revenue Code arising or related the development of the Building.

SCHEDULE A

to

BYLAWS
OF
DC USA CONDOMINIUM

[See attached tables.]

**Schedule A to Bylaws
DC USA Condominium
(Footnotes and Key Code Located at End of Schedule A)**

Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Sitework							
Concrete Paving	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Asphalt Paving	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Curbing	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Building Sidewalk	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Parking Entry Ramps, Aprons	Exterior	LCE	Parking	0.00%	0.00%	100.00%	
Site Fencing, Gates and Rolldown Doors, etc. for Driveways and Walkways (but specifically excluding similar equipment at parking garage rampways)							
Security Bollards & Guard Rails	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Site Landscaping	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Tree Pits/Planters	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Street Landscaping	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Rear Drive Through Area	Rear of Bldg.	GCE	UOA	59.00%	38.50%	2.50%	
Trash Compactors - Target	Rear of Bldg.	Unit No. 2	Target	0.00%	100.00%	0.00%	
Trash Compactors - Retail	Rear of Bldg.	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Bike Racks	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Exterior Drainage, Catch Basins	Exterior	GCE	UOA	59.00%	38.50%	2.50%	
Exterior Building/Site Lighting	Exterior	GCE	UOA	59.00%	38.50%	2.50%	Contributions for public endeavors required by applicable public authorities, including but not limited to improvements to streetscape, park and public rights of way.
Public Space Improvements and Contributions (beyond the Boundaries of the Land and Building)	Exterior	GCE	UOA	45.41%	29.59%	25.00%	

Schedule A to Bylaws
DC USA Condominium
(Footnotes and Key Code Located at End of Schedule A)

Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Residual Remediation of Environmental Matters Existing Prior to the Effective Date	Exterior		UOA	60.50%	39.50%	0%	
Remediation of environmental matters arising from and after the Effective Date with regard to GCEs	Exterior/Interior	GCE	UOA	33.30%	21.70%	45.00%	Footnote # 6
Remediation of Environmental Matters Arising from and After the Effective Date with Regard to Limited Common Elements	Interior	LCE—Applicable Unit Owner	Impacted Owners	Footnote # 6	Footnote #6		
Remediation of Environmental Matters Arising from and After the Effective Date with Regard to a Unit	Interior	Applicable Unit Owner	Impacted Owner				

Utility Services/Equipment/Service Rooms

Water Service/Plumbing and Equipment/Water Service Room	PL1	GCE	UOA	54.40%	35.60%	10.00%	
Sprinkler Service/Plumbing and Equipment/Sprinkler Service Room	PL1	GCE	UOA	54.40%	35.60%	10.00%	
Natural Gas Service/Plumbing and Equipment/Gas Service Room	Fl. 1	GCE	UOA	54.40%	35.60%	10.00%	
Sanitary Sewer Service/Equipment	PL1	GCE	UOA	54.40%	35.60%	10.00%	
Electric Service/Wiring, Conduit and Equipment/Main Switchgear Room	PL1	GCE	UOA	54.40%	35.60%	10.00%	
Telephone Service/Wiring, Conduit and Equipment/Telephone Service Room	PL1	GCE	UOA	54.40%	35.60%	10.00%	
Natural Gas Meters for GCEs (with any individual meter or submeter related to a Unit or its LCE areas being the Unit Owners responsibility)	Fl. 1	GCE	UOA	54.40%	35.60%	10.00%	
Electrical Meters for GCEs (with any individual meter or submeter related to a Unit or its LCE areas being the Unit Owners responsibility)	PL1	GCE	UOA	54.40%	35.60%	10.00%	
Water Meters for GCEs (with any individual meter or	PL1	GCE	UOA	54.40%	35.60%	10.00%	

**Schedule A to Bylaws
DC USA Condominium
(Footnotes and Key Code Located at End of Schedule A)**

Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
submeter related to a Unit or its LCE areas being the Unit Owners responsibility)							

Utility Consumption

Domestic Water for GCEs	Building Wide	GCE	UOA	51.40%	33.60%	15.00%	
Sprinkler Water for GCEs/LCEs	Building Wide	GCE	UOA	51.40%	33.60%	15.00%	
Gas for GCEs	Building Wide	GCE	UOA	38.60%	46.40%	15.00%	
Sanitary Sewer Charges for GCEs	Building Wide	GCE	UOA	51.40%	33.60%	15.00%	
Electrical Charges for GCEs	Building Wide	GCE	UOA	51.40%	33.60%	15.00%	
Condenser Water Charges for GCEs	Building Wide	GCE	UOA	51.40%	33.60%	15.00%	
Telephone/Data Charges for GCEs	Building Wide	GCE	UOA	51.40%	33.60%	15.00%	Monitoring
Utility Consumption for LCEs [excluding utility consumption of equipment of a Unit Owner located in a LCE, which shall be the responsibility of the Unit Owner whose equipment is located in the LCE]		LCE Applicable Unit Owner					
			Target & Retail	60.50%	39.50%	0.00%	

Foundation/Superstructure

Cast-in-place Concrete/Concrete Reinforcement	Fls 1-R	GCE	UOA	60.50%	39.50%	0.00%	
Structural Concrete Framing and Floor Slabs	PL2 & PL1	GCE	Parking	0.00%	0.00%	100.00%	
Structural Steel Framing	Fls 1-R	GCE	UOA	60.50%	39.50%	0.00%	
Structural Steel Framing - Atrium	Fls 1-R	GCE	UOA	54.40%	35.60%	10.00%	
Composite Floor Deck	Fls 1-R	GCE	UOA	60.50%	39.50%	0.00%	
Retaining Walls	Exterior	GCE	UOA	33.30%	21.70%	45.00%	
Footings	PL1 & PL2	GCE	UOA	33.30%	21.70%	45.00%	
Foundation Walls	PL1 & PL2	GCE	UOA	0.00%	0.00%	100.00%	
Slab on Grade - Retail	Floor 1	GCE	UOA	100.00%	0.00%	0.00%	
Slab on Grade - Target Loading/Stock	Floor 1	GCE	UOA	0.00%	100.00%	0.00%	
Slab on Grade - GCEs	Floor 1	GCE	UOA	54.40%	35.60%	10.00%	
Slab at Roof	Roof	GCE	UOA	60.50%	39.50%	0.00%	

Schedule A to Bylaws
DC USA Condominium
(Footnotes and Key Code Located at End of Schedule A)

Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Foundation Slab at Grade - Parking Garage	PL2	GCE	UOA	0.00%	0.00%	100.00%	
Reinforced Exterior Slab--Rear Drive Through Aisle, Including Waterproofing System	Grade	GCE	UOA	33.30%	21.70%	45.00%	
Interior Parking Ramps	PL1 & PL2	Unit No. 3 Owner	Parking	0.00%	0.00%	100.00%	
Miscellaneous Metals for GCEs	Fls 1-3	GCE	UOA	54.40%	35.60%	10.00%	
Miscellaneous Metals for LCEs	Fls. PL2-R	Footnote #1	Footnote #1	Footnote #1	Footnote #1	Footnote #1	
MEP Equipment Dunnage/Ladders/Catwalks	Fls. PL2-R	Footnote #1	Footnote #1	Footnote #1	Footnote #1	Footnote #1	
Exterior Wall							
Architectural Precast Concrete	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	
Exterior Wall Masonry	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	
Stone or Precast Base/Trim	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	Except at Garage Entry
Coping	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	
Curtainwall	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	
Ground Floor Retail Storefront/Glazing	Exterior Wall	LCE--Unit No. 1	Retail	100.00%	0.00%	0.00%	
Ground Floor Atrium Storefront/Glazing	Exterior Wall	GCE	UOA	54.40%	35.60%	10.00%	
Windows & Glazing	Floors 2 & 3	GCE	UOA	Footnote #3	Footnote #3	0.00%	
Metal Panel Façade	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	
Existing Irving Street Façade	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	
Exterior Wall Louvers, Except Related to Unit No. 3 (Garage) Ventilation System	Façade	GCE	UOA	60.50%	39.50%	0.00%	
Exterior Louvers - Unit No. 3 (Garage) Ventilation System	Façade	GCE	UOA	0.00%	0.00%	100.00%	
Cold Formed Structural Metal Framing	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	
Exterior Wall Drywall/Insulation	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	

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Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Rolldown Doors - Target	Loading Docks	LCE - Unit No. 2	Target	0.00%	100.00%	0.00%	
Rolldown Doors - Retail	Loading Docks	LCE - Unit No. 1	Retail	100.00%	0.00%	0.00%	
Entry Gates at Parking Ramp Entries	Garage Ramps	LCE	Parking	0.00%	0.00%	100.00%	
Exterior Painting	Exterior	GCE	UOA	60.50%	39.50%	0.00%	
Atrium Exterior Doors/Frames	Exterior	GCE	UOA	54.40%	35.60%	10.00%	
Retail Unit Exterior Doors/Frames	Exterior	LCE - Unit No. 1	Retail	100.00%	0.00%	0.00%	
Retail Unit Canopies and Supports	Exterior	LCE - Unit No. 1	UOA	100.00%	0.00%	0.00%	
Atrium Canopy and Supports	Exterior	GCE	UOA	60.50%	39.50%	0.00%	
Exterior Wall Treatment - Roof Top Elevator Machine Rooms	Exterior Wall - Roof Top	GCE	UOA	31.800%	38.20%	30.00%	
Exterior Wall Treatment - Stair Towers, Exclusive of Areas Enclosing Mechanical Spaces	Exterior Wall - Roof Top	GCE	UOA	54.40%	35.60%	10.00%	
Exterior Wall Treatment - Roof Top Mechanical Rooms	Exterior Wall - Roof Top	GCE	UOA	54.40%	35.60%	10.00%	
Soffits Above Parking Ramp Entry	Floor 1	Unit No. 3	UOA	0.00%	0.00%	100.00%	
Facade Adjacent to Parking Entry Ramp	Floor 1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Exterior Blade Signage/Identification Monuments - Target	Approved Exterior Wall(s)	LCE- Unit No. 2	Target	0.00%	100.00%	0.00%	
Exterior Signage/Identification Monuments - Retail	GCE Walls including Exterior Wall(s)	LCE--Unit No. 1	Retail	100.00%	0.00%	0.00%	
Exterior Blade Signage at Parking Garage Entries	Approved Exterior Wall(s)	LCE -- Unit No. 3	Parking	0.00%	0.00%	100.00%	
Exterior Signage - DC USA	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	
Exterior Flagpoles/Flags	Exterior Wall	GCE	UOA	60.50%	39.50%	0.00%	
Exterior Soffits	Exterior	GCE	UOA	60.50%	39.50%	0.00%	

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				Retail %	Target %	Parking %	
Roofing, Thermal & Moisture Protection							
Foundation Waterproofing/Dampproofing	PL2	GCE	UOA	0.00%	0.00%	100.00%	
Thermal Insulation	Ceiling of PL1 & Underside of Fl.1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Roof Deck Insulation	Roof	GCE	UOA	60.50%	39.50%	0.00%	
Roofing	Roof	GCE	UOA	60.50%	39.50%	0.00%	
Roof Traffic Surface	Roof	GCE	UOA	60.50%	39.50%	0.00%	
Roof Penetrations for Mech. Equip. - Target	Roof	GCE	UOA	0.00%	100.00%	0.00%	
Roof Penetrations for Mech. Equip. and other equipment and improvements - Retail	Roof	GCE	UOA	100.00%	0.00%	0.00%	
Roof Penetrations for Mech. Equip. - Parking	Roof	GCE	UOA	0.00%	0.00%	100.00%	
Roof Penetrations for Mech. Equip. - GCEs	Roof	GCE	UOA	48.40%	31.60%	20.00%	
Roof Curbs for Mech. Equipment - Target	Roof	GCE	UOA	0.00%	100.00%	0.00%	
Roof Curbs for Mech. Equipment - Retail	Roof	GCE	UOA	100.00%	0.00%	0.00%	
Roof Curbs for Mech. Equipment - Parking	Roof	GCE	UOA	0.00%	0.00%	100.00%	
Roof Curbs for Mech. Equipment - GCEs	Roof	GCE	UOA	48.40%	31.60%	20.00%	
Sheet Metal Flashing and Trim	Roof	GCE	UOA	60.50%	39.50%	0.00%	
Expansion Joints/Covers	PL2 & PL1	GCE	UOA	0.00%	0.00%	100.00%	
Expansion Joints/Covers	Fls. 1-R	GCE	UOA	60.50%	39.50%	0.00%	
Roof Accessories & Hatches	Roof	GCE	UOA	60.50%	39.50%	0.00%	
Spray-on Fireproofing - Target	Fls. 1-R	GCE	Target	0.00%	100.00%	0.00%	
Spray-on Fireproofing - Retail	Fls 1-R	GCE	Retail	100.00%	0.00%	0.00%	
Spray-on Fireproofing - GCEs	Fls 1-R	GCE	UOA	54.40%	35.60%	10.00%	
Firestopping - Target	Fls. PL2-R	LCE - Unit No. 2	Target	0.00%	100.00%	0.00%	
Firestopping - Retail	Fls. PL2-R	LCE - Unit No. 1	Retail	100.00%	0.00%	0.00%	
Firestopping - GCEs	Fls. PL2-R	GCE	UOA	54.40%	35.60%	10.00%	
Firestopping - Parking	Fls. PL2 & PL1	LCE - Unit No.	Parking	0.00%	0.00%	100.00%	

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				Retail %	Target %	Parking %	
		3					
Interior Construction/Finishes							
Interior Boundary Walls of a Unit (whether with GCEs, LCEs or another Unit)	Fls. PL1-R	Footnote #4	Footnote #4	Footnote #4	Footnote #4	Footnote #4	
Interior Boundary Walls of an LCE (whether with GCEs or a Unit)	Fls. PL2-R	Footnote #4	Footnote #4	Footnote #4	Footnote #4	Footnote #4	
Ceilings - Target	Fls. PL1-R	Unit No. 2	Target	0.00%	100.00%	0.00%	Exclusive of a Slab
Ceilings - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	Exclusive of a Slab
Ceilings - Parking	Fls. PL2 and PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	Exclusive of a Slab
Ceilings - GCEs	Fls. PL2-R	GCE	UOA	54.40%	35.60%	10.00%	
Painting, Flooring, Wall Covering - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Painting, Flooring, Wall Covering -Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Painting, Flooring, Wall Covering- Parking	Fls. PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Painting, Flooring, Wall Covering - GCEs	Fls. PL2-R	GCE	UOA	54.40%	35.60%	10.00%	
		LCE	-	Footnote # 6	Footnote # 6	Footnote # 6	
Painting, Flooring, Wall Covering- LCEs	Fls. PL2-R	Applicable Unit Owner	Footnote # 6	Footnote # 6	Footnote # 6	Footnote # 6	
Wall Protection/Corner Guards - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Wall Protection/Corner Guards - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Wall Protection/Corner Guards - Parking	Fls. PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Wall Protection/Corner Guards - GCE areas	Fls. PL2-R	GCE	UOA	54.40%	35.60%	10.00%	
Wall Protection/Corner Guards -LCE areas	Fls. PL2-R	LCE	Footnote #6	Footnote #6	Footnote #6	Footnote #6	
Interior Doors/Hardware - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Interior Doors/Hardware - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Interior Doors/Hardware - Parking	Fls. PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Interior Doors/Hardware - GCEs	Fls. PL2-R	GCE	UOA	54.40%	35.60%	10.00%	
Doors/Hardware--LCEs	Fls. PL2-R	LCE	-	Footnote #6	Footnote #6	Footnote #6	
		Applicable Unit	Footnote #6	Footnote #6	Footnote #6	Footnote #6	

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Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations		Comment
				Retail %	Parking %	
Elevator Cab Flooring Glazing/Ceramic Tiles	Fls. PL2-R Fls. PL2 & PL1	Owners Footnote #1 GCE	Footnote #1 Footnote #1 UOA	Footnote #1 Footnote #1 35.60%	Footnote #1 Footnote #1 10.00%	
Conveying Systems & Associated Mechanical, Electrical and Plumbing						
Atrium Lobby Elevators/Shafts/Pits (4) Target Cart Elevator/Shaft (1)	Fls. PL2-3 Fls. PL2-2	GCE Unit No. 2	UOA Target	31.80% 0.00%	30.00% 0.00%	Elevators 1, 2, 3 & 4 Elevator 5
Target Cart Elevator Pit (1) Target In-Store Freight Elevators/Shafts (2)	F1. PL2 Target Unit	LCE- Unit No. 2 Unit No. 2	Target Target	0.00% 0.00%	0.00% 0.00%	Elevator 5 Elevators 6 & 7
Target In-Store Freight Elevator Pit (2) Target In-Store Elevators/Shafts (2)	F1. PL1 Target Unit Retail Unit	LCE- Unit No. 2 Unit No. 2 LCE- Unit No. 2	Target Target Target	0.00% 0.00% 0.00%	0.00% 0.00% 0.00%	Elevators 6 & 7 Elevators 8A & 8B
Target In-Store Elevator Pit (2)		Target	Target	0.00%	0.00%	Elevators 8A & 8B
Freight Elevators/Shafts - Retail	PL2 & PL1	Unit No. 1	Retail	100.00%	0.00%	Elevators 9A, 9B & 10 as well as or in lieu of future Retail Tenant Freight Elevator(s) for Retail Tenanted Space(s) to Parking Levels as may be installed
Freight Elevators Pits - Retail Passenger Elevators - Retail	PL2 Fls PL2-3	LCE-Unit No. 1 Unit No. 1	Retail Retail	100.00% 100.00%	0.00% 0.00%	Elevators 9A, 9B & 10 as well as or in lieu of future Retail Tenant Freight Elevator(s) for Retail Tenanted Space(s) to Parking Levels as may be installed Elevators 11 & 12 as well

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Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Passenger Elevator Pits- Retail	PL2	Unit No. 1	Retail	100.00%	0.00%	0.00%	as or in lieu of future Retail Tenant Passenger Elevator(s) for Retail Tenanted Space(s) to Parking Levels as may be installed
Atrium Lobby Escalators (2)	Fls 1-2	LCE - Unit No. 1 and Unit No. 2	LCE	45.40%	54.60%	0.00%	Elevators 11 & 12 as well as or in lieu of future Retail Tenant Passenger Elevator(s) for Retail Tenanted Space(s) to Parking Levels as may be installed
Target In-Store Escalators (2)	Target Unit	Unit No. 2	Target	0.00%	100.00%	0.00%	
Target In-Store Escalator Pits (2)	Retail Unit	LCE--Unit No. 2	Target	0.00%	100.00%	0.00%	
Target In-Store Cartolators (2)	Target Unit	Unit No. 2	Target	0.00%	100.00%	0.00%	
Target In-Store Cartolator Pits (2)	Retail Unit	LCE- Unit No. 2	Target	0.00%	100.00%	0.00%	
Escalators - Retail	Fls 1-2	Unit No. 1	Retail	100.00%	0.00%	0.00%	Escalators 5 & 6
Escalator Pits - Retail	PL1	LCE - Unit No. 1	Retail	100.00%	0.00%	0.00%	Escalators 9, 10, 11, 12
Elevator/Escalator Machine Rooms	Fls. PL2-R	Footnote #1	Footnote #1	Footnote #1	Footnote #1	Footnote #1	Escalators 9, 10, 11, 12
Additional Retail Elevator(s), Machine Room(s) and Pits(s) Not Part of Unit No. 1 - Retail	PL2 & PL1	Unit No. 1 by easement	Unit No. 1	100%	0.00%	0.00%	

Fire Protection/Plumbing

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Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Fire Pump	PL1	GCE	UOA	48.40%	31.60%	20.00%	
Sprinkler Risers/Valves	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Sprinkler Systems/Heads - GCE	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Sprinkler Systems/Heads - LCEs	Fls. PL2-R	LCE Applicable Unit Owner	UOA	Footnote #6	Footnote #6		
Sprinkler Systems/Heads -Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Sprinkler Systems/Heads - Target	Fls. 1-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Standpipe System	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Siamese Connections	Exterior	GCE	UOA	48.40%	31.60%	20.00%	
Hose Racks in Public Areas/Egress Stairs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Dry Sprinkler System - Drivethrough	Floor 1	GCE	UOA	48.40%	31.60%	20.00%	
Dry Sprinkler System - Target Loading Docks	Floor 1	Unit No. 2	Target	0.00%	100.00%	0.00%	
Dry Sprinkler System - Retail Loading Docks	Floor 1	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Dry Sprinkler System - Parking	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Domestic Water Pumps	PL1	GCE	UOA	48.40%	31.60%	20.00%	
Domestic Water Piping - Target	Fls. PL1-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Domestic Water Piping - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Domestic Water Piping - Parking	Fls. PL2 & 1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Domestic Water Piping - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Domestic Water Piping - LCEs	Fls. PL2-R	LCE Applicable Unit Owner	UOA	Footnote #6	Footnote #6	Footnote #6	
Natural Gas Piping - Target	Fls. PL1-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Natural Gas Piping - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Natural Gas Piping - Parking	Fls. PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Natural Gas Piping - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Gas Pressure Supply System	PL1	GCE	UOA	60.50%	39.50%	0.00%	
Reduction Pressure Zone Valves (RPZ's)	PL1	GCE	UOA	48.40%	31.60%	20.00%	
Sewage Ejectors	PL2	Unit No. 3	Parking	0.00%	0.00%	100.00%	Serves Unit No. 3 Below

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Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Roof Drains/Stormwater Piping	Fls. PL2-R	GCE	UOA	60.50%	39.50%	0.00%	
Hose Bibs	Exterior	GCE	UOA	48.40%	31.60%	20.00%	
Hose Bibs - Target Loading Area	Loading Dock	Unit No. 2	Target	0.00%	100.00%	0.00%	
Plumbing Fixtures - Target	Fls. 1-3	Unit No. 2	Target	0.00%	100.00%	0.00%	
Plumbing Fixtures - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Plumbing Fixtures - Parking	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Plumbing Fixtures - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Elevator Pit Pumps/Drainage	Fls. PL2-G	Footnote #1	Footnote #1	Footnote #1	Footnote #1	Footnote #1	
HVAC Unit Condensate Piping - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
HVAC Unit Condensate Piping - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
HVAC Unit Condensate Piping - Parking	Fls. PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	
HVAC Unit Condensate Piping - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Grease Traps - Target	Fls. 2-3	Unit No. 2	Target	0.00%	100.00%	0.00%	
Grease Traps - Retail	Fls. 1-3	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Sanitary Sewer/Vent Risers	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Sanitary Sewer/Vent Branch Piping - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Sanitary Sewer/Vent Branch Piping - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Sanitary Sewer/Vent Branch Piping - Parking	Fls. PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Sanitary Sewer/Vent Branch Piping - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Under Slab Drainage Piping	PL2	Unit No. 3	Parking	0.00%	0.00%	100.00%	Serves Solely Unit No. 3
Floor Drains/Trench Drains	PL1 & PL2	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Generator Fuel Oil Tank and Piping	PL1 - R	GCE	UOA	48.40%	31.60%	20.00%	
Sand Pits/Filtration System	PL2	GCE	UOA	48.40%	31.60%	20.00%	Below Ramps
Mechanical							
HVAC for GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Elevator Machine Room HVAC	Fls. PL2-R	Footnote #1	Footnote #1	Footnote #1	Footnote #1	Footnote #1	
Cooling Tower	Roof	GCE	UOA	Footnote	Footnote	0.00%	Not used by Parking Unit

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				Retail % #2	Target % #2	Parking %	
Condenser Water Pumps	Mech. Room	GCE	UOA	Footnote #2	Footnote #2	0.00%	Not used by Parking Unit
Condenser Water Piping - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Condenser Water Piping - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Fan Room/Interior—Portion of Roof Penthouse Above Staircases	R	LCE - Unit No. 3	Parking	0.00%	0.00%	100.00%	
General Exhaust Fans/Ductwork - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
General Exhaust Fans/Ductwork - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
General Exhaust Fans/Ductwork - Parking	Fls. PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	
General Exhaust Fans/Ductwork - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Toilet Exhaust Fans/Ductwork - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Toilet Exhaust Fans/Ductwork - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Kitchen Exhaust Fans, Duct., Hoods - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Kitchen Exhaust Fans, Duct., Hoods - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
HVAC Units - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
HVAC Units - Retail	PL2- & PL1	Unit No. 1	Retail	100.00%	0.00%	0.00%	
HVAC Units - Parking	PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	
HVAC Units - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Supply, Exhaust Ductwork, Dampers - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Supply, Exhaust Ductwork, Dampers - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Supply, Exhaust Ductwork, Dampers - Parking	Fls. PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Supply, Exhaust Ductwork, Dampers - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Pipe and Duct Insulation - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Pipe and Duct Insulation - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Pipe and Duct Insulation - Parking	Fls. PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Pipe and Duct Insulation - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Building Management Systems - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	Define/describe
Building Management Systems - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	Define/describe
Building Management Systems - Parking	Fls. PL2-R	Unit No. 3	Parking	0.00%	0.00%	100.00%	Define/describe
Building Management System - GCEs	Fls. PL2-R	GCE	UOA	54.40%	35.60%	10.00%	Define/describe

**Schedule A to Bylaws
DC USA Condominium
(Footnotes and Key Code Located at End of Schedule A)**

Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Electrical Conduits, Wiring - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Electrical Conduits, Wiring - Parking	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Electrical Conduits, Wiring- GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Interior/Exterior Receptacles - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Interior/Exterior Receptacles - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Interior/Exterior Receptacles - Parking	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Interior/Exterior Receptacles - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Interior Lighting - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Interior Lighting - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Interior Lighting - Parking	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Interior Lighting - GCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
Interior Lighting - LCEs	Fls. PL2-R	LCE Applicable Unit Owner	Footnote # 6	Footnote # 6	Footnote # 6	Footnote # 6	
Exterior Lighting (Including Soffit Lighting)	Exterior	GCE	UOA	48.40%	31.60%	20.00%	
Emergency Generator - Retail/Parking/GCEs	Roof	GCE	UOA	48.40%	31.60%	20.00%	
Emergency Generator - Target	Roof	Unit No. 2	Target	0.00%	100.00%	0.00%	
Security/CCTV Systems - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Security/CCTV Systems - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Security/CCTV Systems - Parking	PL2 & PL1	Unit No. 3	UOA	0.00%	0.00%	100.00%	
Security/CCTV Systems - GCEs	Fls. PL2-R	GCE	UOA	54.40%	35.60%	10.00%	
Security/CCTV Systems - LCEs	Fls. PL2-R	LCE Applicable Unit Owner	Footnote # 6	Footnote # 6	Footnote # 6	Footnote # 6	
Fire Alarm System. Wiring/Devices/Panels/Rooms - Target	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Fire Alarm System. Wiring/Devices/Panels/Rooms - Retail	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Fire Alarm System. Wiring/Devices/Panels/Rooms - Parking	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Fire Alarm System. Wiring/Devices/Panels/Rooms -	Fls. PL2-R	GCE	UOA	54.40%	35.60%	10.00%	

Schedule A to Bylaws DC USA Condominium (Footnotes and Key Code Located at End of Schedule A)							
Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
GCEs							
Fire Alarm System. Wiring/Devices/Panels - LCEs		LCE					
Fire Alarm Central Station - Target	Fls. PL2-R	Applicable Unit Owner	UOA	Footnote # 6	Footnote # 6	Footnote # 6	
Fire Alarm Central Station - Retail	Fls. 1-3	Unit No. 2	Target	0.00%	100.00%	0.00%	
Fire Alarm Central Station - Parking	Fls. 1-3	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Fire Alarm Central Station - GCEs	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Heat Tracing - Target	Fls. PL2-R	GCE	UOA	54.40%	35.60%	10.00%	
Heat Tracing - Retail	Fls. PL2-R	Unit No. 2	Target	0.00%	100.00%	0.00%	
Heat Tracing - Parking	Fls. PL2-R	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Heat Tracing - GCEs	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Heat Tracing - LCEs	Fls. PL2-R	GCE	UOA	48.40%	31.60%	20.00%	
		LCE					
	Fls. PL2-R	Applicable Unit Owner	UOA	Footnote # 6	Footnote # 6	Footnote # 6	
Egress Stairs/Corridors							
Egress Stairs, Doors, Hardware	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Egress Stairs, Doors, Hardware	Fls. 1-R	GCE	UOA	60.50%	39.50%	0.00%	
Egress Stairs Lighting, Exit Signs	PL2 & PL1	Unit No. 3	Parking	0.00%	0.00%	100.00%	
Egress Stairs Lighting, Exit Signs	Fls. 1-R	GCE	UOA	60.50%	39.50%	0.00%	
Loading Areas							
Retail Loading Docks/Levelers/Equipment	Loading Dock	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Target Loading Docks/Levelers/Equipment	Loading Dock	Unit No. 2	Target	0.00%	100.00%	0.00%	
Retail Exterior Loading Dock Lighting	Loading Dock	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Target Exterior Loading Dock Lighting	Loading Dock	Unit No. 2	Target	0.00%	100.00%	0.00%	
Retail Loading Dock Exhaust Fans/Ductwork	Loading Dock	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Target Loading Dock Exhaust Fans/Ductwork	Loading Dock	Unit No. 2	Target	0.00%	100.00%	0.00%	

**Schedule A to Bylaws
DC USA Condominium
(Footnotes and Key Code Located at End of Schedule A)**

Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations		Comment
				Retail %	Parking %	
Parking Levels						
Parking Control Equipment	PL2 & PL1	Unit No. 3	Parking	0.00%	100.00%	
Cart Corrals and Related Easement Areas - Target/Retail	PL2 & PL1	Unit No. 1 and Unit No. 2 by easement	UOA	41.05%	58.95%	0.00%
Loading Zones/Retail Areas - Target	PL2 & PL1	Unit No. 2	Target	0.00%	100.00%	0.00%
Loading Zones/Retail Areas - Retail	PL2 & PL1	Unit No. 1	Retail	100.00%	0.00%	0.00%
Parking Striping	PL2 & PL1	Unit No. 3	Parking	0.00%	100.00%	
Parking Wayfinding & Operational Signage Monuments	PL2, PL1 and Exterior of Building a Parking Garage Entry Points on GCEs approved locations	LCE--Unit No. 3	Parking	0.00%	100.00%	
Parking Level Retail Tenant Identification Monuments	PL2 & PL1	Unit No. 1	Retail	100.00%	0.00%	
Parking Level Target Identification Monuments	PL2 & PL1	Unit No. 2	Target	0.00%	100.00%	
Parking Wall Painting	PL2 & PL1	Unit No. 3	Parking	0.00%	100.00%	
Garage Ventilation System/Fans	Fls. PL2-R	Unit No. 3	Parking	0.00%	100.00%	
Parking Levels Security System	PL2 & PL1	Unit No. 3	Parking	0.00%	100.00%	
Garage Lighting/Emergency Lighting	PL2 & PL1	Unit No. 3	Parking	0.00%	100.00%	
Parking Manager's Office/Staff Toilets	PL2 & PL1	Unit No. 3	Parking	0.00%	100.00%	
Guard Rails	PL2 & PL1	Unit No. 3	Parking	0.00%	100.00%	
Atrium						
Entry Doors/Glass Roll-down Grilles to Target	Figs. 2-3	Unit No. 2	Target	0.00%	100.00%	0.00%

Schedule A to Bylaws
DC USA Condominium
(Footnotes and Key Code Located at End of Schedule A)

Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Entry Doors/Glass Roll-down Grilles to Retail	Fls. 1-3	Unit No. 1	Retail	100.00%	0.00%	0.00%	
Building Directory/Signage	Fls. PL2-3	LCE - Unit No. 1 and Unit No. 2	LCE	60.50%	39.50%	0.00%	
		LCE --Unit No. 1	Retail	100.00%	0.00%	0.00%	
Advertising Signage	Fls. 1-3	GCE	UOA	48.40%	31.60%	20.00%	
Atrium Lighting	Fls. 1-3	GCE	UOA	54.40%	35.60%	10.00%	
Atrium Flooring	Roof	GCE	UOA	48.40%	31.60%	20.00%	
Atrium HVAC Unit (s)/Controls	Fls. 1-3	GCE	UOA	48.40%	31.60%	20.00%	
Atrium Ductwork, Air Outlets, Grilles	Fls. 1-3	GCE	UOA	54.40%	35.60%	10.00%	
Architectural Woodwork/Decorative Finishes	Fls. 1-3	GCE	UOA	54.40%	35.60%	10.00%	
Entry Mats	Fls. 1-3	GCE	UOA	48.40%	31.60%	20.00%	
Atrium Smoke Purge Ductwork/System	Fls. 1-3	GCE	UOA	54.40%	35.60%	10.00%	
Glass/Metal Railings	Fls. 1-3	GCE	UOA	54.40%	35.60%	10.00%	
Management/Security Offices	Fls. 1-3	GCE	UOA	54.40%	35.60%	10.00%	
Janitor's Closet/Storerooms	Fls. 1-R	GCE	UOA	54.40%	35.60%	10.00%	
Interior Glazing	Fls. 1-3	GCE	VOA	54.40%	35.60%	10.00%	

Miscellaneous

	Footnote #5	Footnote # 5	Footnote # 5
Property & Casualty Insurance			
Building Replacement including of GCEs and LCEs due to fire or other casualty or voluntary demolition	40.00%	25.00%	35.00%
Condominium Liability Insurance	33.30%	21.70%	45.00%
Community Relations	33.30%	21.70%	45.00%
Condominium Accounting & Legal (other than Accounting and Legal for LCEs)	45.50%	29.00%	25.50%
Accounting & Legal for LCEs	66.90%	33.10%	0.00%

Schedule A to Bylaws
DC USA Condominium
(Footnotes and Key Code Located at End of Schedule A)

Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
Condominium Management Fee		GCE	UOA	45.50%	29.00%	25.50%	
Property Management Fee for LCEs		GCE	UOA	66.90%	33.10%	0.00%	
Security Personnel for GCEs		GCE	UOA	51.40%	33.60%	15.00%	
Security Personnel for Parking for Unit No. 3	PL1 & PL2	Unit No. 3	UOA	0.00%	0.00%	100.00%	
Security Equipment and Vehicles for Unit No. 3	PL1 & PL2	Unit No. 3	UOA	0.00%	0.00%	100.00%	
Cleaning Personnel/Supplies for GCEs		GCE	UOA	51.40%	33.60%	15.00%	

FOOTNOTES:

¹ Allocation is the same as associated elevator and/or mechanical equipment (e.g. if element is part of a "Unit" but located outside boundary of Unit, then the Unit Owner is the "Owner" and responsible for, and is allocated Common Expenses thereof; if element is a General Common Element, then these items are GCEs for which UOA is responsible and allocation of Common Expenses thereof addressed accordingly; if element is a Limited Common Element, then the items are all LCE to the Unit(s) so benefited, and the Unit Owners thereof shall be the responsible party(s).

² Allocated by connected tonnage. Tonnage associated with GCEs will be Retail -54.40%, Target 35.60%, Parking 10%.

³ Target is responsible for glazing for windows of Unit No. 2. Retail unit responsible for balance of glazing on 2nd & 3rd Floors of Building.

⁴ Applies to interior boundary walls only and not to any boundary of a Unit or a LCE formed by one or more exterior walls of the Building. Responsibility and Common Expenses will be allocated based upon the spaces abutting the partition in question. For example, a partition that divides a GCE and Target will be allocated 50% to GCE and 50% to Target. [Note: Any partitioning of the space within a Unit is deemed part of that Unit.]

⁵ Allocation based on the relative replacement cost of the Units as determined by insurance carriers providing Special Form Coverage (or comparable) from time to time.

⁶ Allocation of interest, responsibility and costs based on the Unit(s) that benefit from particular LCEs, and where more than one Unit is benefited, the responsibility and costs shall be allocated prorata among the benefited Unit Owners in proportion of their respective interests in the particular LCE.

KEY: GCE - General Common Elements
LCE - Limited Common Elements

Schedule A to Bylaws
DC USA Condominium
(Footnotes and Key Code Located at End of Schedule A)

Building Component	Location	Ownership Interest	Responsibility For Operations, Maintenance, Repairs and Replacements	Common Expenses Allocations			Comment
				Retail %	Target %	Parking %	
UOA -	Unit Owners Association						
Parking (aka Unit No. 3)	Unit No. 3 Owner						
1) Retail (aka Unit No. 1)	Unit No. 1 Owner						
2) Target (aka Unit No. 2)	Unit No. 2 Owner						
PL2	Lower Parking Level of the Building						
PL1	Upper Parking Level of Building						
1	First Floor or Ground Level of Building						
2	Second Floor of Building						
3	Third Floor of Building						
R	Roof Level of the Building						
<p>Note: Terms used in this Schedule A shall have the meaning as given in the Bylaws or the Declaration of the DC USA Condominium.</p>							

Appendix A
to
Declaration
for DC USA CONDOMINIUM

**TRUSTEE'S JOINDER, CONSENT AND SUBORDINATION
TO DECLARATION FOR DC USA CONDOMINIUM**

On this 26th day of March 2008, the undersigned, Verdugo Trustee Service Corporation, Trustee under that certain Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing, dated February 15, 2006, securing Citicorp USA, Inc. ("Lender"), recorded on February 16, 2006, among the land records of the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2006021130 (the "Deed of Trust"), encumbering the land, including the improvements thereon and the appurtenances thereto, described as the Unit No. 1, Unit No. 2 and Unit No. 3 in the Declaration for DC USA Condominium (the "Declaration") to which this Trustee's Joinder, Consent and Subordination is appended, with full authority from the beneficiary secured under said Deed of Trust as reflected in Appendix A-1 attached hereto, does hereby consent to the terms and conditions of the foregoing Declaration, and covenants and agrees that the lien, effect and operation of said Deed of Trust be subject and subordinate to the effect and operation of the Declaration, said Deed of Trust otherwise to remain unmodified and in full force and effect; provided that such consent and subordination shall not be construed as subordinating the terms and conditions of the Deed of Trust to the terms and conditions of the Declaration or as deferring to the terms and conditions of the Declaration in the event of any conflict, it being the intent that the terms and conditions of the Deed of Trust shall govern in any such event and that such consent and subordination shall be effective solely to the extent necessary to permit the creation of a condominium regime form of ownership.

IN WITNESS WHEREOF, Verdugo Trustee Service Corporation, has caused this instrument to be executed by Richard M. Fitzgerald, its Vice President, and does hereby appoint said Richard M. Fitzgerald as its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

VERDUGO TRUSTEE SERVICE CORPORATION

By: _____

Name:
Title:

Richard M. Fitzgerald
VP

California)
San Francisco) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Richard M. Fitzgerald, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did depose and state that he is the Vice President and attorney-in-fact of Verdugo Trustee Service Corporation, which entity is a party to the foregoing and annexed Instrument, and that he, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 26 day of March 2008.



K. Ehrenfeld
Notary Public
[Notarial Seal]

My Commission Expires:

APPENDIX A-1

BENEFICIARY'S AUTHORIZATION TO TRUSTEE

On this 26th day of March 2008, Citicorp USA, Inc., Beneficiary under that certain Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing, dated February 15, 2006, securing Citicorp USA, Inc. ("Lender"), recorded on February 16, 2006, among the land records of the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2006021130 (the "Deed of Trust"), hereby authorizes Verdugo Trustee Service Corporation, Trustee, to execute the annexed Trustee's Joinder, Consent and Subordination for the purposes set forth therein.

IN WITNESS WHEREOF, Citicorp USA Inc., has caused this instrument to be executed by Priya Jayachandran its vice president, and does hereby appoint said Priya Jayachandran as its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

CITICORP USA, INC.

By: [Signature]
Name: Priya Jayachandran
Title: Vice president

District of Columbia)
) ss:
)

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Priya Jayachandran, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did depose and state that she is the Vice President and attorney-in-fact of Citicorp USA, Inc., which entity is a party to the foregoing and annexed Instrument, and that She, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 26th day of March 2008.

[Signature]
Notary Public
[Notarial Seal]

My Commission Expires:

ELSA ARAYA
Notary Public, District of Columbia
My Commission Expires 09-14-2011

Appendix B
to
Declaration

**TRUSTEE'S JOINDER, CONSENT AND SUBORDINATION
TO DECLARATION FOR DC USA CONDOMINIUM**

On this 26th day of March 2008, the undersigned, Verdugo Trustee Service Corporation, Trustee under that certain Indemnity Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing, dated February 15, 2006, securing Citicorp North America, Inc. ("Lender"), recorded on February 16, 2006, among the land records of the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2006021132 (the "Deed of Trust"), encumbering the land, including the improvements thereon and the appurtenances thereto, described as the Unit No. 1, Unit No. 2 and Unit No. 3 in the Declaration for DC USA Condominium (the "Declaration") to which this Trustee's Joinder, Consent and Subordination is appended, with full authority from the beneficiary secured under said Deed of Trust as reflected in Appendix B-1 attached hereto, does hereby consent to the terms and conditions of the foregoing Declaration, and covenants and agrees that the lien, effect and operation of said Deed of Trust be subject and subordinate to the effect and operation of the Declaration, said Deed of Trust otherwise to remain unmodified and in full force and effect; provided that such consent and subordination shall not be construed as subordinating the terms and conditions of the Deed of Trust to the terms and conditions of the Declaration or as deferring to the terms and conditions of the Declaration in the event of any conflict, it being the intent that the terms and conditions of the Deed of Trust shall govern in any such event and that such consent and subordination shall be effective solely to the extent necessary to permit the creation of a condominium regime form of ownership.

IN WITNESS WHEREOF, Verdugo Trustee Service Corporation, has caused this instrument to be executed by Richard M. Fitzgerald, its Vice President, and does hereby appoint said Richard M. Fitzgerald as its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

VERDUGO TRUSTEE SERVICE CORPORATION

By: _____

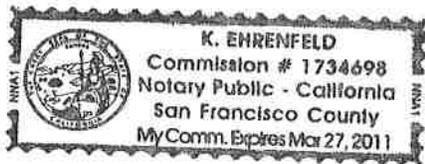
Name:
Title:


Richard M. Fitzgerald
VP

California)
San Francisco) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Richard M. Fitzgerald, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did depose and state that he is the Vice President and attorney-in-fact of Verdugo Trustee Service Corporation, which entity is a party to the foregoing and annexed Instrument, and that he, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 26 day of March 2008.



K. Ehrenfeld
Notary Public
[Notarial Seal]

My Commission Expires:

RECORDING
SURCHARGE
COPIES
CERTIFICATION

\$\$\$

587.00
6.50
186.75
2.25

APPENDIX B-1

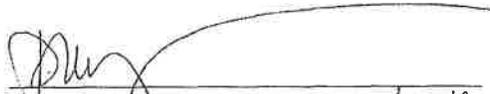
BENEFICIARY'S AUTHORIZATION TO TRUSTEE

On this 26th day of March 2008, Citicorp North America, Inc., Beneficiary under that certain Indemnity Deed of Trust, Assignment of Leases, Security Agreement, and Fixture Filing, dated February 15, 2006, securing Citicorp North America, Inc. ("Lender"), recorded on February 16, 2006 among the land records of the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2006021132, (the "Deed of Trust") hereby authorizes Verdugo Trustee Service Corporation, Trustee, to execute the annexed Trustee's Joinder, Consent and Subordination for the purposes set forth therein.

IN WITNESS WHEREOF, Citicorp North America, Inc., has caused this instrument to be executed by Priya Jayachandran Vice president, and does hereby appoint said Priya Jayachandran its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

CITICORP NORTH AMERICA, INC.

By:


Name: priya jayachandran
Title: vice president

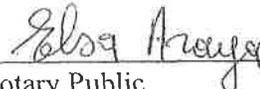
District of Columbia)
) ss:
_____)

Doc# 2008034085 Fees:\$782.50
03/31/2008 11:19AM Pages 83
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS LARRY TODD

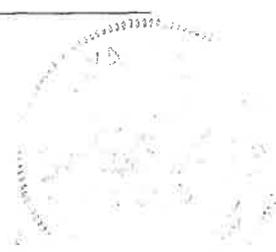
BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Priya Jayachandran, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did depose and state that she is the Vice President and attorney-in-fact of Citicorp North America, Inc., which entity is a party to the foregoing and annexed Instrument, and that she, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 26th day of March 2008.

ELSA ARAYA
Notary Public, District of Columbia
My Commission Expires 09-14-2011


Notary Public
[Notarial Seal]

My Commission Expires:





MAR 31 2008

Sylvia Bellway
THIS IS TO CERTIFY THAT THIS IS A TRUE COPY
Raymond J. Todd
Recorder of Deaths, D.C.

FIRST AMENDMENT TO BYLAWS
FOR
DC USA CONDOMINIUM

THIS FIRST AMENDMENT TO BYLAWS FOR DC USA CONDOMINIUM ("First Amendment"), is made as of the 31st day of October, 2008, by DC USA OPERATING CO., LLC, a New York limited liability company, having an address of 2309 Frederick Douglass Boulevard, New York, New York 10027 (the "Declarant").

WITNESSETH:

WHEREAS, by that certain Declaration of Condominium, dated March 26, 2008, recorded as Instrument No. 2008034084 (the "Declaration") among the land records of the Office of the Recorder of Deeds of the District of Columbia (the "Land Records"), those certain Bylaws, and dated March 26, 2008, recorded as Instrument No. 2008034085, also among the Land Records (the "Bylaws"), and those certain Plats and Plans filed with the Office of the Surveyor of the District of Columbia at Condominium Book No. 67, at Page 17 (the "Plats and Plans" and collectively with the Declaration and Bylaws being the "Condominium Instruments"), Declarant created a condominium regime known as DC USA Condominium (the "Condominium") on the property described in Exhibit A attached hereto and made a part hereof;

WHEREAS, the Bylaws may not be amended without the unanimous action of all Unit Owners;

WHEREAS, Declarant is the Unit Owner of all Units in the Condominium as of this date of this Amendment first hereinabove stated; and

WHEREAS, Declarant desires to amend the Bylaws as hereinbelow provided.

NOW, THEREFORE, in consideration of the premises, Declarant hereby amends the Bylaws as hereinbelow set forth.

A. Amendments to Bylaws:

1. Section 3.1(y) of the Bylaws shall be amended by inserting a period after the word "Bylaws" and deleting the remainder of the text of this subsection (y).
2. Section 3.2(c)(ii) of the Bylaws shall be amended to insert an additional reference as follows:

"and to Section 2.7 of the Declaration where only a Standard Majority Vote shall be required."

3. Section 3.2(c)(iii) of the Bylaws shall be amended to insert additional material as follows:

", except where any amendment to these Bylaws, including to Schedule A, arising from a subdivision of the Unit No. 1 or Unit No. 2 contemplated by Section 2.6 of the Declaration is required, no Required Vote shall be necessary, and where any amendment to these Bylaws, including Schedule A, arising from development of additional elements of Unit No. 1 as contemplated by Section 2.7 of the Declaration is required, only a Special Majority Vote shall be necessary."



4. The following text is inserted as Section 3.8 of the Bylaws:

"Section 3.8. Board of Directors. Pursuant to D.C. Code § 29-301.24, the President-Treasurer, Vice President-Secretary, and Vice President-Assistant Secretary of the Unit Owners Association shall serve as ex officio members of the Board of Directors."

5. Section 4.1 of the Bylaws shall be amended as follows:

Insert after the phrase "Subject to the provisions of Section 4.2 below," the phrase "except as otherwise specifically provided for by the provisions of these Bylaws,".

6. The text of Section 5.2(d) of the Bylaws is amended as follows to insert at the end of the current text the following additional material:

", except that where the District is the Owner of a Unit, then provisions of this Section 5.2(d) shall not apply to the District and in lieu thereof the provisions of Section 11.5 shall apply with regard to any unpaid charges or assessments then due and owing".

7. The text of Section 5.2(e) of the Bylaws is deleted in its entirety and replaced with the following new text:

"Where the District of Columbia or an affiliated governmental entity (the "District") is Unit No. 3 Owner, the Unit Owners Association may rely upon the fact that the District of Columbia Quick Payment Act of 1984, as amended from time to time (and implementing regulations thereof) applies to the prompt payment assessments for Common Expenses due and owing to the Unit Owners Association by Unit No. 3 Owner and may seek compliance by Unit No. 3 Owner with the provisions thereof as provided by that Act. Notwithstanding the foregoing, the District of Columbia Quick Payment Act, as amended from time to time, may only be invoked where budgeted funds are lawfully appropriated to the District or any affiliated governmental entity to pay any Common Expenses assessed against the District or such affiliated government entity as Unit No. 3 Owner."

8. Section 9.2(e) of the Bylaws is hereby deleted in its entirety.

9. The following provisions shall be added to the Bylaws:

Section 11.5. Anti-Deficiency Act Provisions.

(a) Pursuant to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-351, 1511-1519 and D.C. Official Code §§ 1-206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08 ((i) and (ii) collectively, the "Anti-Deficiency Acts"); and (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46, the District cannot obligate itself to any financial commitment in any present or future fiscal year (hereinafter, an "assessment") unless the necessary funds to pay that commitment have been appropriated by the Congress of the United States ("Congress") and are lawfully available for the purpose committed. Thus, pursuant to the Anti-Deficiency Acts, nothing in these Bylaws or the Declaration, including but not limited to any contract or agreement entered into pursuant to these Bylaws or the Declaration, creates an obligation of the District in anticipation of an appropriation by Congress for such purpose, and the District's legal liability for any assessment of any nature under these Bylaws or the Declaration does not and may not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress.

(b) So long as the District is the Unit No. 3 Owner, the following provisions shall apply:

(i) The Mayor of the District of Columbia agrees to exercise all lawful authority available to satisfy the assessments on the District that may arise under these Bylaws or the Declaration. The Mayor shall, for each fiscal year, include in the budget application submitted to the Council of the District of Columbia (the "Council") not less than the anticipated amount necessary to fund the District's known potential assessments under these Bylaws and the Declaration for such fiscal period. Because the District cannot be a party to a contract with uncapped fiscal liabilities, the District's liabilities for assessments under these Bylaws and the Declaration shall be limited to the amount appropriated. In the event that a request for such appropriations is reduced or excluded from the budget approved by the Council and submitted to U.S. Congress ("Congress") by the President of the United States for the applicable fiscal year or a lesser or no appropriation is made by Congress to pay any assessments under these Bylaws or the Declaration for any period after the fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, the District may not be held liable during such fiscal year to pay any assessment under these Bylaws or the Declaration in excess of the amount appropriated upon the expiration of any then-existing appropriation. In all cases, the District shall promptly notify the Unit Owners Association of the lack of budget authority to pay and lack of appropriated funds from which to pay assessments during such fiscal year. Notwithstanding the inability of the District to obtain appropriated funds for any fiscal year for the payment of assessments under these Bylaws or the Declaration, the District shall continue to pursue in good faith in succeeding year's budget authority and appropriations to satisfy the assessments under these Bylaws or the Declaration. Although assessments unpaid because of a lack of lawfully available appropriated funds shall not constitute a current or continuing obligation of the District, and although the District is not legally obligated to seek appropriations for assessments not paid due to the lack of lawfully available appropriated funds in prior fiscal year(s), the District may seek future appropriations to pay such assessments. The failure to obtain any or all of the appropriations authority sought for any fiscal year shall not constitute an event of default under these Bylaws or the Declaration.

(ii) Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of the District, as the Unit No. 3 Owner, shall have any personal liability in connection with the breach of the provisions of this Section.

(iii) The obligations of Unit No. 3 Owner pursuant to these Bylaws or the Declaration may not, and the failure of the District to pay any assessments under these Bylaws or the Declaration will not constitute an indebtedness of the District nor shall those assessments or the failure to pay constitute an obligation for which the District is obligated to levy or pledge any form of taxation or for which the District has levied or pledged any form of taxation. No officer, employee, director, member or other natural person or agent of the District is authorized to obligate or expend any amount under these Bylaws or the Declaration unless such amount has been appropriated by Act of Congress and is lawfully available.

(c) As and to the extent a conflict arises between the provisions of this Section 11.5 and the provisions of Section 4.13 of the Declaration, the provisions of this Section 11.5 shall govern and be controlling.

(d) To the extent these Bylaws or the Declaration require the District as Unit No. 3 Owner to indemnify and hold harmless any other Unit Owner or the Unit Owners Association, including but not limited to for attorneys fees, then the District as Unit No. 3 Owner shall not be liable for or subject to such obligation to indemnify and hold harmless such other parties, but such

release of the District shall not serve to release any non-governmental agent or contractor, which the District has hired to undertake the management and/or operation of Unit No. 3 on the District's behalf, from any obligation to indemnify and hold harmless any Unit Owner or the Unit Owners Association.

(e) As and when the District conveys legal title to Unit No. 3 to any party that is not the District (a "Third Party Purchaser"), then to the extent that there are any unpaid assessments arising under these Bylaws or the Declaration with respect to Unit No. 3 or assessed to the District as the Owner thereof, then so long as the Third Party Purchaser was notified in writing by the Unit Owners Association in accordance with Section 42-1903.13(h) of the Condominium Act (or successor provision thereto) prior to the conveyance of legal title to Unit No. 3 that assessments made by the Unit Owners Association against the District under these Bylaws or the Declaration are unpaid, then those unpaid assessments shall, with the conveyance of legal title to the Third Party Purchaser, be deemed a lien against legal title to Unit No. 3 as of the date and time of conveyance of legal title to that Unit and shall be the liability of the Third Party Purchaser (or successors, assignees or transferees thereof) to clear and satisfy with the Unit Owners Association in accordance with these Bylaws and the Condominium Act within thirty (30) days after the date that conveyance of legal title of Unit No. 3 to the Third Party Purchaser (or successors, assignees or transferees thereof) occurred. The Unit Owners Association in such instance shall have all rights and remedies made available to it under these Bylaws and the Condominium Act and at law to obtain satisfaction and payment of such unpaid assessments. Recognizing that the issuance of a notice by the Unit Owners Association pursuant to Section 42-1903.13(h) of the Condominium Act is a prerequisite to holding a successor owner of Unit No. 3 liable for any unpaid assessments with respect to Unit No. 3 or assessed to the District, the District may not convey legal title to Unit No. 3 without first having made a request to the Unit Owners Association to issue to the Third Party Purchaser the notice provided for in Section 42-1902.13(h) no later than ten (10) days prior to the stated date of conveyance of legal title to Unit No. 3. The Unit Owners Association shall have no obligation to recognize any conveyance of legal title to Unit No. 3 to the Third Party Purchaser (or its successor, assignee or transferee thereof), or recognize the Third Party Purchaser (or its successor, assignee or transferee) as the successor Owner thereof as a voting member of the Unit Owners Association, if neither the District nor the Third Party Purchaser as the Owner of Unit No. 3 shall have failed to timely make a request to the Unit Owners Association seeking the issuance of the notice provided for in Section 42-1903.13(h) of the Condominium Act.

(f) Pursuant to the provisions of Section 11.5(e) above, should the Unit Owners Association issue the notice provided for in Section 42-1903.13(h), and the legal title to Unit No. 3 is conveyed to the Third Party Purchaser (or its successor, assignee or transferee), then the Unit Owners Association shall have three (3) years following the date of conveyance of legal title to Unit No. 3 by the District to the Third Party Purchaser (or its successor, assignee or transferee), as successor Owner of Unit No. 3, to institute the proceedings against the Third Party Purchaser (or any successor, assignee, or transferee) to enforce the lien on Unit No.3 for unpaid assessments that are due and owing by Unit No. 3 Owner, and the Third Party Purchaser (or any successor, assignee or transferee) as successor Unit No. 3 Owner, by accepting legal title to Unit No. 3 from the District, recognizes and acknowledges on behalf of itself, and any successor, assignee, or transferee, the waiver and release of any limitations on enforcement by the Unit Owners Association that may otherwise be provided for by the Condominium Act, including those included in Section 42-1903.13(e) thereof.

(g) So long as the District is Unit No. 3 Owner then the provisions of Section 11.5(e) and (f) shall be controlling, notwithstanding any provision of Section 6.3 of the Declaration which requires the District to clear and pay off any unpaid assessments related to Unit No. 3.

(h) The Unit Owners Association may not require the District, as Unit No. 3 Owner, to place in any bank account of the Unit Owners Association funds to be held by the Unit Owners

Association in anticipation of future assessments for Common Expenses to be made by the Unit Owners Association of Unit No. 3 Owner.

(l) To the extent these Bylaws limit the rights of a Unit Owner to audit the books and records of the Unit Owners Association, such provisions may not be asserted to defeat or preclude the exercise by the District, any affiliated government entity, or the federal government of any audit and investigation rights as to such books and records available under applicable law.

Section 11.6. Home Rule Provisions.

(a) So long as the District is the Unit No. 3 Owner, certain provisions of these Bylaws and the Declaration shall be qualified by the provisions set forth in Section 11.6(b) through (h) below. If the District ceases to be the Unit No. 3 Owner, then Section 11.6(b) through (h) below shall become null and void and of no further force and effect.

(b) Where a contract or agreement, including without limitation any agreement to borrow money, is proposed to be entered into by the Unit Owners Association, where the intent would be to have the District become obligated under such contract or agreement, separate and apart from the Unit Owners Association, then such contract or agreement may not be entered into by the Unit Owners Association without the consent of the District. The Unit Owners Association may not enter into any contract or agreement, including without limitation any agreement for borrowing money, that would grant a lien or permit a party to place a lien upon Unit No. 3 and the interest of the District therein, without first obtaining the District's consent; provided that this prohibition shall not preclude the Unit Owners Association from pledging Common Element areas of the Building and the Land as security for any obligations assumed by the Unit Owners Association by Required Vote and prevent parties having claims against the Unit Owners Association from placing a lien against Common Elements or any Unit in the Condominium other than Unit No. 3.

(c) As and to the extent applicable, where these Bylaws or the Declaration require a Unit Owner to maintain confidentiality as to the records and affairs of the Condominium or impose restrictions on release of information regarding the Condominium or its operations by any Unit Owner, the Unit Owners Association and each Unit Owner acknowledge that such requirements or restrictions as applied to the District may be subject to the provisions of the District of Columbia Freedom of Information Act and other provisions of law regarding the release of District government information.

(d) As and to the extent these Bylaws or the Declaration require the District as Unit No. 3 Owner to provide insurance coverages with regard to Unit No. 3 and its operations, the District may satisfy such requirements as a self-insured entity for all liabilities that arise.

(e) Except where specifically permitted by the provisions of Section 5.1 of the Declaration or Section 4.1 of these Bylaws, the District cannot be bound to or obligated under any amendment to the Declaration or these Bylaws without its consent first having been obtained.

(f) The District as Unit No. 3 Owner may not sell or offer to sell Unit No. 3 to any party unless and until the Council of the District of Columbia has authorized the disposition of Unit No. 3 in accordance with applicable District law, and thus the provisions of Section 6.4 of the Declaration may not be read to obligate the District as Unit No. 3 Owner to have to offer to sell Unit No. 3 to any other Unit Owner unless and until such authorization to sell Unit No. 3 has been obtained from the Council of the District of Columbia.

(g) Except as otherwise specifically permitted by the provisions of any of the Declaration or these Bylaws, the Unit Owners Association may not grant, modify, amend or terminate of any easement, restriction, or covenant applicable to Unit No. 3, unless and until the District's consent has been obtained.

(h) Except as otherwise specifically permitted by the provisions of any of the Declaration, these Bylaws or that certain Declaration of Parking Operations, neither the Condominium Association nor any other Unit Owner may undertake work in Unit No. 3 on behalf of the District without the District's consent first obtained.

B. General Provisions:

1. Any capitalized term not defined herein shall have the meaning ascribed to such term in the Bylaws.

2. Except as herein modified, the Bylaws remain in full force and effect as written and are hereby reaffirmed.

[END OF DOCUMENT. SIGNATURE NEXT PAGE]

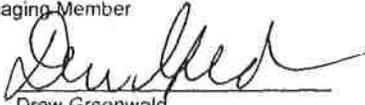
IN WITNESS WHEREOF, GRID Urban Ventures III, LLC, a New York limited liability company, a Managing Member of USPDC, LLC, a New York limited liability company, Managing Member of DC USA Management Co. LLC, a Delaware limited liability company, Manager and Sole Member of DC USA Operating Co., LLC, a New York limited liability company, has caused these presents to be signed in its name by Drew Greenwald, its Managing Member, and Picket Realty Construction Consultants LLC, a New York limited liability company, Manager of DC USA GO, LLC, a New York limited liability company, a Managing Member of USPDC, LLC, a New York limited liability company, Managing Member of DC USA Management Co. LLC, a Delaware limited liability company, Manager and Sole Member of DC USA Operating Co., LLC, a New York limited liability company, has caused these presents to be signed in its name by David L. Picket, a Member, for the purposes of executing, acknowledging and delivering this First Amendment, as the act and deed of the various limited liability companies for themselves and in their respective interests in DC USA Operating Co., LLC, the Declarant, and the owner of all Units in the Condominium. all as of the day and year hereinbefore written.

DC USA OPERATING CO., LLC,
a New York limited liability company

By: DC USA Management Co. LLC,
a Delaware limited liability company,
Manager and Sole Member

By: USPDC, LLC,
a New York limited liability company
Managing Member

By: GRID Urban Ventures III, LLC
a New York limited liability company,
Managing Member

By: 
Drew Greenwald
Managing Member

By: DC USA GO, LLC,
a New York limited liability company,
Managing Member

By: Picket Realty Construction Consultants
LLC,
a New York limited liability company,
Manager

By: _____
David L. Picket
Member

IN WITNESS WHEREOF, GRID Urban Ventures III, LLC, a New York limited liability company, a Managing Member of USPDC, LLC, a New York limited liability company, Managing Member of DC USA Management Co. LLC, a Delaware limited liability company, Manager and Sole Member of DC USA Operating Co., LLC, a New York limited liability company, has caused these presents to be signed in its name by Drew Greenwald, its Managing Member, and Picket Realty Construction Consultants LLC, a New York limited liability company, Manager of DC USA GO, LLC, a New York limited liability company, a Managing Member of USPDC, LLC, a New York limited liability company, Managing Member of DC USA Management Co. LLC, a Delaware limited liability company, Manager and Sole Member of DC USA Operating Co., LLC, a New York limited liability company, has caused these presents to be signed in its name by David L. Picket, a Member, for the purposes of executing, acknowledging and delivering this First Amendment, as the act and deed of the various limited liability companies for themselves and in their respective interests in DC USA Operating Co., LLC, the Declarant, and the owner of all Units in the Condominium, all as of the day and year hereinbefore written.

DC USA OPERATING CO., LLC,
a New York limited liability company

By: DC USA Management Co. LLC,
a Delaware limited liability company,
Manager and Sole Member

By: USPDC, LLC,
a New York limited liability company
Managing Member

By: GRID Urban Ventures III, LLC
a New York limited liability company,
Managing Member

By: _____
Drew Greenwald
Managing Member

By: DC USA GO, LLC,
a New York limited liability company,
Managing Member

By: Picket Realty Construction Consultants
LLC,
a New York limited liability company,
Manager

By: 
David L. Picket
Member

COUNTY OF NEW YORK

STATE OF NEW YORK, to wit:

I, EILEEN M GAGLIANO, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Drew Greenwald, Managing Member of GRID Urban Ventures III, LLC, Managing Member of USPDC, LLC, Managing Member of DC USA Management Co. LLC, itself Manager and Sole Member of DC USA Operating Co., LLC, Declarant, in the foregoing and annexed First Amendment, personally appeared before me in said jurisdiction and, being personally well known to me, acknowledged said instrument to be the act and deed of said limited liability companies and delivered the same as such.

GIVEN under my hand and seal this 23 day of October 2008.

Eileen M. Gagliano
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

EILEEN M. GAGLIANO
Notary Public, State of New York
No. 01GA5038550
Qualified in Kings County
Commission Expires March 30, 2011

COUNTY OF New York

STATE OF NEW YORK, to wit:

I, Sheila Curtin, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David L. Picket, Member of Picket Realty Construction Consultants LLC, Manager of DC USA GO, LLC, a Managing Member of USPDC, LLC, Managing Member of DC USA Management Co. LLC, Manager and Sole Member of DC USA Operating Co., LLC, Declarant, in the foregoing and annexed First Amendment, personally appeared before me in said jurisdiction and, being personally well known to me, acknowledged said instrument to be the act and deed of said limited liability companies and delivered the same as such.

GIVEN under my hand and seal this 23rd day of October 2008.

Sheila Curtin
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

SHEILA CURTIN
Notary Public, State of New York
No. 01CU6179342
Qualified in Westchester County
Commission Expires Dec. 24, 2011

CONSENTED TO AND APPROVED:

UNIT OWNERS ASSOCIATION OF THE DC USA CONDOMINIUM, INC.

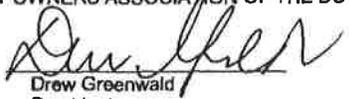
By: 
Drew Greenwald
President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All that certain lot or parcel of land situated and lying in the District of Columbia, and more particularly described as follows:

Lot of Record 721 in Square 2674 pursuant to recorded in Subdivision Book 200 at Page 44 among the records of the Office of the Surveyor of the District of Columbia.

The same having been made subject to that certain Declaration of Condominium dated March 26, 2008, and recorded in the Land Records of the District of Columbia (the "Land Records") on March 31, 2008 as Instrument No. 2008034084, and the Bylaws of Condominium relating thereto dated March 26, 2008, and recorded in said Land Records on March 31, 2008, as Instrument No. 2008034085, and as per Plat and Plans of Condominium Subdivision recorded in Condominium Book No. 67 at Page 17, in the Office of the Surveyor for the District of Columbia.

Property Address: 3100 14th Street, NW
Washington, D.C. 20010

NOTE: At the date hereof the above described land is designated on the Records of the Assessor of the District of Columbia for assessment and taxation purposes as Assessment and Taxation Lots 2001, 2002 and 2003 in Square 2674.

Appendix A
to
Bylaws for DC USA CONDOMINIUM

**TRUSTEE'S JOINDER, CONSENT AND SUBORDINATION
TO BYLAWS FOR DC USA CONDOMINIUM**

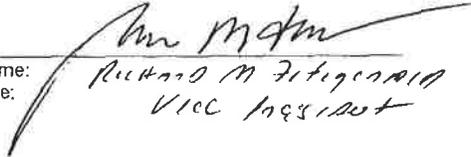
On this 23 day of October, 2008, the undersigned, Verdugo Trustee Service Corporation, Trustee under that certain Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing, dated February 15, 2006, securing Citicorp USA, Inc. ("Lender"), recorded on February 16, 2006, among the land records of the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2006021130 (the "Deed of Trust"), encumbering the land, including the improvements thereon and the appurtenances thereto, described as Unit No. 1, Unit No. 2 and Unit No. 3 in that certain Declaration of Condominium for DC USA Condominium, dated March 26, 2008, (the "Declaration") do hereby consent to the terms and conditions of the foregoing ~~First Amendment to Bylaws for DC USA Condominium~~ First Amendment to Bylaws for DC USA Condominium (the "Amendment") to which this Trustee's Joinder, Consent and Subordination is appended, with full authority from the beneficiary secured under said Deed of Trust as reflected in Appendix A-1 attached hereto, and covenants and agrees that the lien, effect and operation of said Deed of Trust be subject and subordinate to the effect and operation of the Amendment, said Deed of Trust otherwise to remain unmodified and in full force and effect; provided that such consent and subordination shall not be construed as subordinating the terms and conditions of the Deed of Trust to the terms and conditions of the Amendment or as deferring to the terms and conditions of the Amendment in the event of any conflict, it being the intent that the terms and conditions of the Deed of Trust shall govern in any such event and that such consent and subordination shall be effective solely to the extent necessary to reflect the due amendment of the governing documents of condominium regime of the DC USA Condominium.

IN WITNESS WHEREOF, Verdugo Trustee Service Corporation, has caused this instrument to be executed by Richard M Fitzgerald its vice president, and does hereby appoint said Richard M Fitzgerald as its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

VERDUGO TRUSTEE SERVICE CORPORATION

By:

Name:
Title:


Richard M Fitzgerald
Vice President

Appendix A, page 1

State of California)
County of San Francisco) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Richard M. Fitzgerald personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed instrument, who, being by me first duly sworn, did depose and state that he is the vice president and attorney-in-fact of Verdugo Trustee Service Corporation, which entity is a party to the foregoing and annexed instrument, and that he, being duly authorized so to do, executed said instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 23rd day of October, 2008.

K. Ehrenfeld
Notary Public K. Ehrenfeld
[Notarial Seal]

My Commission Expires:



APPENDIX A-1

BENEFICIARY'S AUTHORIZATION TO TRUSTEE

On this 23rd day of October, 2008, Citicorp USA, Inc., Beneficiary under that certain Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing, dated February 15, 2006, securing Citicorp USA, Inc. ("Lender"), recorded on February 16, 2006, among the land records of the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2006021130 (the "Deed of Trust"), hereby authorizes Verdugo Trustee Service Corporation, Trustee, to execute the annexed Trustee's Joinder, Consent and Subordination for the purposes set forth therein.

IN WITNESS WHEREOF, Citicorp USA Inc., has caused this instrument to be executed by Brett Macleod its Vice President, and does hereby appoint said Brett Macleod as its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

CITICORP USA, INC.

By: Brett Macleod
Name: Brett Macleod
Title: Vice President

District of Columbia
} ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Brett Macleod, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did depose and state that he is the Vice President and attorney-in-fact of Citicorp USA, Inc., which entity is a party to the foregoing and annexed Instrument, and that he, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 23rd day of October, 2008.

Marilyn McKinnon
Notary Public
[Notarial Seal]

MARILYN MCKINNON
My Commission Expires Notary Public, District of Columbia
My Commission Expires June 30, 2009

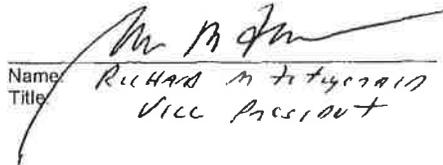
Appendix B
to
Bylaws for DC USA Condominium

**TRUSTEE'S JOINDER, CONSENT AND SUBORDINATION
TO BYLAWS FOR DC USA CONDOMINIUM**

On this 23 day of October, 2008, the undersigned, Verdugo Trustee Service Corporation, Trustee under that certain Indemnity Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing, dated February 15, 2006, Citicorp North America, Inc. ("Lender"), recorded on February 16, 2006, among the land records of the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2006021132 (the "Deed of Trust"), encumbering the land, including the improvements thereon and the appurtenances thereto, described as Unit No. 1, Unit No. 2 and Unit No. 3 in that certain Declaration of Condominium for DC USA Condominium, dated March 26, 2008, (the "Declaration"), do hereby consent to the terms and conditions of the foregoing ~~XXXXXX~~ First Amendment to Bylaws for DC USA Condominium (the "Amendment") to which this Trustee's Joinder, Consent and Subordination is appended, with full authority from the beneficiary secured under said Deed of Trust as reflected in Appendix B-1 attached hereto, and covenants and agrees that the lien, effect and operation of said Deed of Trust be subject and subordinate to the effect and operation of the Amendment, said Deed of Trust otherwise to remain unmodified and in full force and effect; provided that such consent and subordination shall not be construed as subordinating the terms and conditions of the Deed of Trust to the terms and conditions of the Amendment or as deferring to the terms and conditions of the Amendment in the event of any conflict, it being the intent that the terms and conditions of the Deed of Trust shall govern in any such event and that such consent and subordination shall be effective solely to the extent necessary to reflect the due amendment of the governing documents of condominium regime of the DC USA Condominium.

IN WITNESS WHEREOF, Verdugo Trustee Service Corporation, has caused this instrument to be executed by Richard M Fitzgerald its Vice President and does hereby appoint said Richard M Fitzgerald as its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

VERDUGO TRUSTEE SERVICE CORPORATION

By: 
Name: Richard M Fitzgerald
Title: Vice President

Appendix A-1

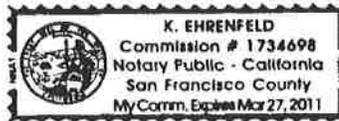
State of California)
County of San Francisco) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Richard M. Fitzgerald, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did depose and state that he is the Vice president and attorney-in-fact of Verdugo Trustee Service Corporation, which entity is a party to the foregoing and annexed Instrument, and that he, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 23rd day of October, 2008.

K. Ehrenfeld
Notary Public K. Ehrenfeld
[Notarial Seal]

My Commission Expires:



Appendix B, page 2

APPENDIX B-1

BENEFICIARY'S AUTHORIZATION TO TRUSTEE

On this 23rd day of October, 2008, Citicorp North America, Inc., Beneficiary under that certain Indemnity Deed of Trust, Assignment of Leases, Security Agreement, and Fixture Filing, dated February 15, 2006, securing Citicorp North America, Inc. ("Lender"), recorded on February 16, 2006, among the land records of the Office of the Recorder of Deeds of the District of Columbia as Instrument No. 2006021132 (the "Deed of Trust"), hereby authorizes Verdugo Trustee Service Corporation, Trustee, to execute the annexed Trustee's Joinder, Consent and Subordination for the purposes set forth therein.

IN WITNESS WHEREOF, Citicorp North America, Inc., has caused this instrument to be executed by Brett Macleod its VICE president, and does hereby appoint said Brett Macleod as its attorney-in-fact for purposes of executing, acknowledging and delivering this instrument, for and on behalf of said corporation, all as of the day and year first hereinabove written.

CITICORP NORTH AMERICA, INC.

By: Brett Macleod
Name: Brett Macleod
Title: Vice President

District of Columbia
} ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Brett Macleod, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did depose and state that he is the Vice President and attorney-in-fact of Citicorp North America, Inc., which entity is a party to the foregoing and annexed Instrument, and that he, being duly authorized so to do, executed said Instrument on behalf of said entity and acknowledged the same as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 23rd day of October, 2008.

Marilyn McKinnon
Notary Public
[Notarial Seal]

MARILYN MCKINNON
Notary Public, District of Columbia
My Commission Expires: June 30, 2009

Doc# 2008115394 Fee: \$131.50
11/12/2008 9:59AM Pages 17
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS LARRY TODD

RECORDING \$ 125.00
SURCHARGE \$ 6.50

Appendix B-1

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TCC

After Recording Return To:
Tri-State Commercial Closings, Inc.
1150 18th Street, N.W. Suite 575
Washington, DC 20036

007-5789

MONITORING SERVICE
SIGNED BY THE RECORDING OFFICE
1988 FEB 10 10 10 AM

