

Attachment J



Office of the Deputy Mayor for Planning & Economic Development
Government of the District of Columbia
Office of Contracts
2025 M. St. NW, Suite 600 Washington, DC 20036

Agreement No.: DCEB-DMPED-08-TO-95872-DCUSA-01

MANAGEMENT AGREEMENT FOR ADDITIONAL COMMERCIAL PARKING

Pursuant to and set forth as an additional property for commercial parking (as identified in Section 5 of that master Lease Agreement for parking operations between the National Capital Revitalization Corporation (NCRC) and District of Columbia Parking Associates (a general partnership between Central Parking System of Virginia, Inc and Auto Park, Inc.) dated April 1, 2004 ("Lease Agreement"), as amended), this Management Agreement for Additional Commercial Parking ("Agreement"), entered into as of 29TH day of February, 2008, is between the District of Columbia (acting through the Office of the Deputy Mayor for Planning & Economic Development, as successor to NCRC), a body corporate and politic for municipal purposes existing under the Constitution and the laws of the United States ("Client"), and District of Columbia Parking Associates, a District of Columbia partnership ("Manager"):

WITNESSETH:

1. Pursuant to the requirements for "Additional Properties for Commercial Parking" as set forth in Section 5 of the Lease Agreement, Client hereby contracts with Manager under the terms, conditions, and provisions hereinafter set out for Manager to operate a certain parking garage located in Washington, DC, at 3300 14th Street, Northwest, known as DC USA retail mall project ("Parking Facility"). Any conflict between the Lease Agreement and this Agreement will be resolved in favor of this Agreement.
2. The term of this Agreement shall commence on the first day of operations of the Parking Facility, and shall continue in effect for a period of twelve (12) months from said date (the "Initial Term"). Subject to the last paragraph of section 17 of this Agreement, in the event this Management Agreement is terminated for any reason, or if any option to renew (as provided in Section 13 below) is not exercised, Client shall either (i) have the new manager accept the assignment from the Contractor of any applicable equipment leases; or (ii) pay to Manager the unamortized portion of any capital improvements made to the Parking Facility by Manager and any equipment purchased or leased for Client by Manager, provided such improvements, equipment or leases have been authorized by Client and such improvements and equipment are in a state of good repair, ordinary wear and tear excepted. For purposes of this Agreement, the first day of operations of the Parking Facility shall be deemed the date that Manager commences installation of the equipment into the Parking Facility.
3. The Parking Facility is to be operated by Manager as a commercial parking garage serving the DC USA retail mall project and open to the public, and shall be used for no other purpose without prior written approval of Client.

4. Manager agrees to set aside space, but only if requested by Client and after that certain public debt secured by the Parking Facility as of the date hereof (as it may be amended, the "Public Debt") is retired, to protect commitments made to the tenants of, or in connection with the operation of, the retail mall portion of DC USA. Manager agrees to honor any allocations of space that Client deems necessary, and to operate the Parking Facility in a manner consistent with satisfying as efficiently as possible the parking demands generated by the retail mall portion of DC USA.
5. Manager hereby acknowledges that the Parking Facility occupies in the entirety a unit in the commercial condominium known as "DC USA Condominium" (the "DC USA Condominium") and that it accordingly is or will be subject to and encumbered by (i) those certain condominium documents consisting of the Declaration for DC USA Condominium and associated bylaws, plats and plans, (collectively, the "Condominium Documents"), which are or shall be recorded in the applicable records for the District of Columbia (as applicable, "Land Records"), and (ii) that certain Declaration of Parking Operations made by DC USA Operating Co., LLC, as declarant, a memorandum of which is or will also be recorded among the Land Records ("Parking Covenants"). Manager further acknowledges that the Condominium Documents and Parking Covenants contain covenants, conditions and restrictions with regard to the operation of the Parking Facility, and that, in the event of a discrepancy between this Agreement and the Condominium Documents or Parking Covenants, the Condominium Documents and Parking Covenants shall control. Manager hereby acknowledges that it has been provided with true and complete copies of the current drafts of the Condominium Documents and Parking Covenants. Subject to the last paragraph of section 17 of this Agreement, Manager agrees to comply with and perform all applicable obligations, conditions and covenants of the Parking Covenants and to perform all of its duties and obligations related to the use and operation of the Parking Facility so as not to violate or come in non-compliance with the covenants, conditions and restrictions of the Condominium Documents and the Parking Covenants pertinent to the Parking Facility.
6. This Agreement shall not be assigned or subcontracted in whole or in part without the written consent of Client.
7. Gross Revenues, Operating Expenses, and Operating Surplus are defined as follows:
 - (a) "Gross Revenues" shall include all revenues received by Manager or Client (excluding all sales taxes or other charges required to be remitted to any governmental agency), and the value of all discounted, validated and free parking granted by Client from the parking of vehicles in the Parking Facility, as well as income from vending machines, pay telephone commissions, and other income approved by Client. Any revenues collected directly by Client shall be accurately reported to Manager.
 - (b) "Operating Expenses" shall include all the expenses of providing the management services as set forth in the one-year Approved Budget (as defined in Section 7(d) below) or any changes thereto approved by the District, other than (i) expenses of a capital cost nature; (ii) those expenses to be borne by Manager (set forth in

Exhibit A); and (iii) those expenses to be borne by Client (set forth in Exhibit B). Operating Expenses shall include but shall not be limited to:

- 1) Wages of personnel assigned or allocated to the Parking Facility (prorated to the extent assigned or allocated to the Parking Facility), including supervisory personnel, attendants, cashiers, clerical and audit staff, and a charge from Manager for employee benefits for such personnel (prorated to the extent such personnel is assigned or allocated to the Parking Facility) including, but not limited to, payroll taxes, social security, workers' compensation insurance, unemployment insurance, group health insurance, and retirement benefits, in accordance with similar commercial parking garage operators in the District of Columbia area;
- 2) Telephone expenses incurred by Manager with regard to the operation of the Parking Facility;
- 3) Business taxes related solely to Manager's operation of the Parking Facility, other than franchise taxes, income taxes, taxes on profits or any other similar tax;
- 4) Fees paid for obtaining and maintaining licenses and permits necessary for the operation of the Parking Facility for its intended use in accordance with this Agreement;
- 5) Advertising and promotion costs authorized in writing by Client, if any, for the Parking Facility (and not for any tenants or other unit owners in the DC USA Condominium);
- 6) Premiums for Insurance to the extent required of Manager in this Agreement;
- 7) Costs of uniforms for personnel assigned to the Parking Facility (prorated to the extent such personnel is assigned or allocated to the Parking Facility), tickets and janitorial supplies used solely in the operation and maintenance of the Parking Facility;
- 8) Payroll processing costs for the employees identified in clause (1) above (prorated to the extent such personnel is assigned or allocated to the Parking Facility), and actual accounts receivable processing expense for income from the Parking Facility, to the extent not otherwise included in this Section 7(b);
- 9) Monetary payments made in voluntary settlement of patrons' claims for vehicle damage or loss of contents provided that the same has been authorized by Client and approved by Manager, and provided further that such amounts are not covered by insurance;
- 10) Costs of normal maintenance and repairs of the Parking Facility including snow removal, repainting of stall markings, replacement or repair of signs and ticket dispensing equipment;

- 11) Legal or audit charges directly attributable to the operation of the Parking Facility, other than for that legal and audit work performed by the staff of Client or Manager, if approved in advance by Client in writing;
 - 12) Costs of special audits on the operations at the Parking Facility performed by Manager's staff auditor for the mutual benefit of Client and Manager; provided, however, that such special audits and the time and manner of the audit is approved by Client in writing in advance. Costs under this clause (12) qualifying as Operating Expenses shall be limited to a mutually agreed upon per diem rate and actual out-of-pocket expenses of the auditor during the period of an approved special audit;
 - 13) Payment of the "deductible" amount of insurance claims settlement, and payment of claims in excess of policy limits for claims resulting from the operations at the Parking Facility;
 - 14) Costs of drug testing required by this Agreement.
- (c) "Operating Surplus" shall be defined as "Gross Revenues" less "Operating Expenses."
- (d) Approved Budget. At least 60 days prior to the commencement of each fiscal year (as defined in section 8 below), Manager shall prepare and submit to Client for its approval a proposed operating budget for the next year ("Approved Budget"). The proposed budget shall include all expenses to be reimbursed to Manager in the operation of the Parking Facility and shall include, for expenses included in the prior year budget, an automatic adjustment tied to the Consumer Price Index for all Urban Consumers (CPI-U). In the event the parties cannot agree on the proposed budget by the beginning of the new contract year, if Manager's contract is renewed, Manager shall utilize the last Approved Budget, adjusted by the CPI-U until such time as the proposed budget is approved. Manager shall not, without first obtaining the prior written approval of Client, incur any expense item in excess of the greater of five hundred dollars (\$500) or 110% of the budgeted amount (provided, however, that such additional expenses items cannot create an increase in the total Approved Budget without the Client's prior written approval), unless such item is necessitated by an emergency which does not permit Manager to obtain the prior written approval of Client; provided Client shall be informed by the next business day of any such expenditure.
- (e) Manager shall provide consulting and advisory services to Client concerning the Parking Facility without additional charge except for reimbursement of out-of-pocket expenses such as postage, printing and supply charges, phone charges, drafting expenses in connection with the performance of services requested or required by Client, and similar out-of-pocket expenses. Such expenses shall be supported by cash receipts or other documentary proof of payment.

8. Manager covenants that it will use methods widely accepted in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the Parking Facility, but Manager is not a guarantor of revenues. The Gross Revenues received in cash payments shall be disbursed by Manager to Client not less than bi-weekly, and Client shall deposit such receipts in a dedicated account (the "Account"). Receipts received through credit card payments shall be disbursed to Client not less than bi-weekly, upon reconciliation of credit card receipts with the issuing companies. Receipts received from other sources, such as vending machines, shall be disbursed not less than bi-weekly after receipt of those funds from the vending machine supplier. By the 20th day of each month, commencing on March 20, 2008, Manager shall provide Client with an invoice for the next monthly payment and a report for the prior month ("Monthly Report") listing the Gross Revenues and Operating Expenses and the bills, invoices, statements or other documentation establishing the amount of each item of Operating Expense. Commencing on March 5, 2008, within the first five (5) days of the first day of each month, Client shall pay Manager a monthly amount equal to one-twelfth (1/12) of the annual budgeted Operating Expenses plus or minus the deviation from the monthly budgeted Operating Expenses shown on the prior month's Monthly Report. This monthly amount includes the proportionate amount of Manager's Minimum Annual Fee (one-twelfth of said Minimum Annual Fee equals five thousand dollars (\$5,000)).

Should Client require Manager to operate the Parking Facility on a floor-valet basis where customers' car keys are held by Manager's employees and said cars are moved as required in order to unblock such floor-valeted vehicles, then for each month commencing with the date of this Agreement the Minimum Annual fee shall be a monthly amount of seven thousand five hundred dollars (\$7,500).

In addition to the Minimum Annual Fee, Client agrees to pay Manager, as an annual Incentive Fee, an amount equal to five percent (5%) of the annualized Gross Revenues in excess of one million five hundred thousand dollars (\$1,500,000). Said Incentive Fee shall not exceed twenty percent (20%) of the amount of the Minimum Annual Fee. Any payments of the Incentive Fee are to be paid in the second monthly payment for the succeeding fiscal year. The term "fiscal year", as used in this Agreement, shall mean the twelve month period beginning October 1st and ending September 30th.

In the event Client fails to reimburse Manager for approved Operating Expenses pursuant to this Section 8, excluding those Operating Expenses listed on a Monthly Report reasonably disputed by Client, and Client does not remedy such failure within five (5) days of receipt of written notice from Manager, then Manager shall have the right to terminate this Agreement with immediate effect. Within thirty (30) days of such termination, Client shall remit to Manager the full amount of any non-reimbursed Operating Expenses paid by Manager. In no event shall Manager be obligated to pay Operating Expenses when not funded by Client. The Parties agree that they will use good faith efforts to resolve any disputed Operating Expenses within thirty (30) days of receipt of the Monthly Report containing such Operating Expenses.

9. Manager agrees to operate the Parking Facility in an efficient manner and on days and hours set by Client and the trade, commensurate with parking demand in the area, and in accordance with the Parking Covenants (changes to the Parking Covenants must be

approved by Client). Such operation shall be continuous unless Client shall otherwise agree in writing. Initial charges for parking in the Parking Facility are identified in the Parking Covenants and shall not be varied without written approval of Client (which approval may be granted or withheld by Client in its sole discretion).

10. Manager agrees that it will keep records of Gross Revenue and Operating Expenses pertaining to the operation of the Parking Facility for two (2) years, and Client's rights of action against Manager with regard to issues arising from such records shall be co-terminus with the record retention period. The foregoing two (2) year limitation shall not apply to actions for fraud or intentional misconduct.
11. It is understood and agreed that Manager is a contractor of Client and shall in no event be construed to be a partner, joint venturer, fiduciary or associate of Client in the operation of the Parking Facility or in the conduct of Client's business thereon, nor shall Manager be liable for any debts incurred on behalf of and authorized by Client.
12. The parties acknowledge that the sidewalks and curb cuts adjacent to the Parking Facility shall be maintained by the association of the unit owners of the DC USA Condominium (the "Association") in accordance with the Condominium Documents. The parties further acknowledge that either the Association or Client, as identified in the Condominium Documents, shall also be responsible for all Parking Facility repairs of a structural nature, including, but not limited to: electrical, plumbing, pavement repair, painting of the structure, replacement of all mercury or sodium lighting tubes and ballasts, repairs to the walls and floors of the Parking Facility, sinkholes, and maintenance of ventilation system and elevators, which amounts may be withdrawn from the Account created pursuant to section 8 hereof. Manager agrees to use reasonable diligence in the care and protection of the Parking Facility during the term of this Agreement and to surrender the Parking Facility at the termination of this Agreement in as good condition as received, ordinary wear and tear and other casualty excepted. (*For purposes of this paragraph only, "casualty is defined as any physical loss to the Parking Facility that can be covered by a standard all-risk property insurance policy.*) Manager hereby agrees that Client may request that Manager (which request Manager may consent to or reject) perform or cause to be performed certain of these repairs and/or restorations on behalf and at the expense of Client. Manager agrees to at all times reasonably cooperate with Client in any repairs, maintenance or restoration of the Parking Facility, and with the other unit owners' use or access of the Parking Facility to the extent needed to repair, maintain or restore any other portion of the DC USA Condominium, as such may be permitted by the Condominium Documents.

Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Client or the Association, as identified in the Condominium Documents and/or Parking Covenants.

13. The Client may extend the term of this Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Manager prior to the expiration of the initial term and each successive extension term, as applicable, provided

that the District gives the Manager written notice of its intent to extend at least thirty (30) days before the initial term or any applicable successive extension term expires. The preliminary notice does not commit the District to an extension and may be waived.

The exercise of this option is subject to the availability of funds as described in section 17 of this Agreement at the time of the exercise of this option. The cost or price for the option periods shall be specified Paragraph 8 of this Agreement. If the District exercises an option, the extended Agreement shall be considered to include this option provision.

The total duration of this Agreement, including the exercise of any options under this section, shall not exceed five (5) years.

14. In the event Manager shall intentionally fail to fully and faithfully deposit all the receipts from the operation of the Parking Facility or shall intentionally fail to disburse same in the manner provided for herein, or in the event Manager shall become bankrupt or insolvent, or suffer the appointment of a receiver, or make an assignment for creditors, Client shall have the right to forthwith terminate this Agreement, regain immediate possession of the Parking Facility, and hold the Manager liable for any damages resulting to Client, whether monetary or non-monetary in nature.
15. Manager agrees to keep the Parking Facility at all times in clean, presentable and sanitary condition and not to permit anything thereon which would vitiate any insurance carried by Client on the Parking Facility. Manager further agrees to operate the Parking Facility in accordance with the Parking Covenants pursuant to Paragraph 5 above, and to comply with all governmental laws, ordinances and regulations pertaining to the Manager's conduct of business thereon. Pursuant to the Parking Covenants, Manager agrees to review in advance proposals and obtain Client approval for, and once Client approval has been obtained coordinate and implement, the following policies and procedures, and thereafter to periodically review the implementation of such procedures with Client:
 - (a) Emergency Procedures and Policies;
 - (b) Periodic and random drug testing procedures;
 - (c) Procedures for termination of discourteous and unprofessional personnel;
 - (d) Operational procedures regarding parking valet system;
 - (e) Monthly risk-assessment inspections;
 - (f) Towing procedures;
 - (g) Customer and public relations procedures to address complaints; and
 - (h) Schedules and procedures for cleaning and janitorial maintenance.

16. Manager agrees to carry public liability insurance in such amounts as shown below, to pay all the premiums thereon when due, and to cause such insurance to include the Client Parties (as defined in Paragraph 17 below) as additional insured thereunder (with respect to Manager's operations only). Notwithstanding anything to the contrary contained in this Paragraph 16, Manager shall comply with the insurance obligations contained in the Parking Covenants, and, if required by such Parking Covenants, maintain such greater levels of insurance than identified below that are required by the Parking Covenants.

Commercial General Liability	\$3,000,000 combined single limit each occurrence for bodily injury and property damage.
Umbrella Excess Coverage	\$10,000,000
Garagekeeper's Legal Liability	\$10,000,000 combined single limit each occurrence
Crime: Policy Limits:	\$50,000 commercial blanket \$50,000 broad form money inside \$50,000 broad form money outside
Workers' Compensation: Policy Limits:	Coverage A – Statutory Coverage B - \$100,000

Commercial General Liability Insurance shall additionally name each of the other unit owners in the DC USA Condominium, the Parking Operations Committee (as defined in the Parking Covenants), the manager of the DC USA Condominium, the holder of the Mortgage (as defined in Paragraph 25 below) and the Association as additional insureds at limits fixed by the Association pursuant to the Condominium Documents. Client may require Manager to obtain such additional insurance coverage or additional limits of insurance for existing insurance coverage if required by the Parking Covenants or Condominium Documents. Manager shall have no obligation to maintain the elevators serving the Parking Facility, or obligation to obtain and maintain insurance related to the use and operation of the same.

Client shall obtain fire and extended property damage insurance covering the Parking Facility (including coverage known as 'improvements and betterments' coverage) and the equipment contained therein in accordance with the Condominium Documents.

All insurance coverages are subject to a deductible amount not to exceed \$2,500.00, except Workers' Compensation which deductible shall be \$0, and insurance for stolen vehicles, which deductible shall be \$5,000. The deductible amounts and insurance premiums may be changed upon 60 days written notice to Client. The payment of the deductible amount will be considered an Operating Expense of the Parking Facility. It is understood that the liability policies carried by Manager as noted above do not provide coverage for any claim pertaining to security issues or services. Any losses not covered by the above insurance shall constitute expenses of Client. Manager shall deliver

certificates of insurance as evidence of all insurance policies required hereunder by Manager to Client within ten (10) days of request by Client.

17. Manager shall defend, (if Client elects to have Manager conduct such defense) indemnify and hold Client, the Association, the manager of the DC USA Condominium, the Parking Operations Committee, the holder of the Mortgage and the other unit owners in the DC USA Condominium (collectively, "Client Parties") harmless from and against any and all actions filed, costs, claims, losses, expense and/or damages, sustained by any Client Parties attributable to the recklessness, carelessness, or negligence of Manager or any of its agents, servants or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons. Client shall, to the extent permitted by law, including, but not limited to the last paragraph of this section 17, defend, indemnify and hold Manager harmless from and against any and all actions, costs, claims, losses, expense and/or damages, sustained by Manager attributable to the recklessness, carelessness, or negligence of Client or any of its agents, servants or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

It is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from design or structural faults or defects are the responsibility of Client, subject to the Condominium Documents and any insurance and warranties held by Client.

Client acknowledges that Manager's obligations hereunder do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons within or about the Parking Facility, nor does any insurance provided by Manager cover such claims. Manager has no knowledge or expertise as a guard or security service, employs no personnel for that purpose and Manager's employees do not guard or protect customers against the intentional acts of third parties. Client shall determine, in its discretion, the extent to which precautionary warnings and security devices or services may be required to protect persons in and about the Parking Facility. Client agrees to indemnify and hold Manager harmless from all claims and causes of action on account of Client's failure to provide liability insurance to cover such claims and causes of action related to personal safety and security in the amount of not less than One Million Dollars (\$1,000,000) per incident, and to name Manager as additional insured on such policies. Client agrees to deliver Manager a certificate of insurance showing that such insurance is in effect or certifying that any claim under this section is a risk that will be covered by self-insurance. The failure to secure adequate insurance shall not serve to relieve Client from having to satisfy this requirement.

It is understood and agreed that the Parking Facility is burdened with pipes, conduits, and lines necessary for utility services to other units and/or common elements in the DC USA Condominium. Client does hereby agree to save harmless, protect, and indemnify Manager from and against any and all liability, claims, causes of action, and costs, including loss of revenue by Manager, arising from, out of, or because of, the existence of pipes, conduits, and lines in the Parking Facility unless the same shall result from negligent actions of Manager, its servants, agents, or employees.

Client does hereby waive all rights of recovery, if any, against Manager for damage to, or destruction of, the Parking Facility in the event such damage or destruction is caused by fire or other casualty that can be covered under a standard all-risk property insurance policy.

Manager acknowledges that the obligations of the Client to fulfill financial obligations of any kind pursuant to this section 17 and the rest of this Agreement are subject to the provisions of Section 446 of the District of Columbia Home Rule Act and the federal Anti-deficiency Act, regardless of whether a particular obligation was expressly so conditioned. The Client agrees, using reasonable efforts, to exercise all lawful and available authority to satisfy any of its financial obligations that may arise under this Agreement, 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 Client under this Agreement are subject to the receipt of specific budget and appropriations authority from the Council and Congress, with no implication that the Council and Congress will give such authorization. Notwithstanding the foregoing, the obligations of the Client that may arise under this Agreement 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 Client is obligated to levy or pledge any form of taxation or for which it has levied or pledged any form of taxation.

18. Either party shall have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing and that party has not corrected said failure within thirty (30) days of receipt of written notice (except as is provided in paragraph 8 herein). In the event of such termination, Manager agrees to vacate the Parking Facility by midnight of the thirtieth (30th) day after delivery of said notice. In the event a lawsuit is brought as a result of a default or breach of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party.
19. Manager shall make available to the Client Parties such records regarding the Parking Facility, as the Client Parties may from time to time reasonably request. The Client Parties shall have the right to enter and inspect the Parking Facility at all reasonable times.
20. Client and Manager agree that, during the term of this Agreement, all personnel employed by Manager to operate the Parking Facility shall be solely the employees of Manager and shall have no contractual relationship with Client. In addition, Client agrees, during the term of this Agreement, for six (6) months after Manager's employee departs, and for a period of six (6) months after termination of this Agreement, that it will not hire or attempt to hire any personnel of Manager, nor will Client enter into any negotiations, communications, or other actions which have as their intended consequence the inducement for any such person to enter the employ of Client, in any capacity whatsoever.

21. Notwithstanding all provisions of this Agreement, it is mutually understood between the parties hereto that this Agreement is a service agreement and shall not in any way be construed to be a lease, but is merely a recitation of contract provisions.
22. Notice to both Client and Manager shall be hand delivered or sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service, to the following addresses:

If to Client:

Office of the Deputy Mayor for Planning
and Economic Development
2025 M. St, N.W.
Suite 600
Washington, D.C. 20036
Attn: Jonathan R. Butler

If to Manager:

Emanuel Eads
District of Columbia Parking Associates
2401 21st Avenue South
Suite 200
Nashville, TN 37212

With copy to:

Greg Maxey
District of Columbia Parking Associates
1225 "Eye" Street
Suite C 100
Washington DC 20005

All notices shall be deemed given upon confirmed receipt or refusal (or inability to deliver) thereof. Either party may, by such notice, designate a different individual to receive such notice or a new or other address to which notice may be delivered.

23. Notwithstanding anything to the contrary contained herein and without limiting any of the foregoing provisions, the following provisions contained in the Parking Covenants are incorporated herein:
 - (a) Manager acknowledges and accepts that the Parking Covenants were created to ensure that (A) the Retail Unit, the Target Unit and the Parking Unit (as such are defined in the Parking Covenants) will be operated seamlessly as an integrated, self contained, high quality retail and commercial center, (B) parking accommodations in the Parking Facility will continue to have (1) at least 1,000 legal striped spaces in accordance with the Zoning Regulations of the District of Columbia (the "Zoning Regulations"), the same to be maintained and continuously available, as well as (2) the ability to accommodate attendant assisted parking for two hundred forty four (244) additional vehicles in compliance with the provisions of the order of the District of Columbia Board of Zoning Adjustment in BZA Case No. 17232 (the "BZA Order"), except in either case in the event of an emergency or undertaking intermittent repair and replacement activities, (C) the Parking Unit is operated primarily as a "self park" operation for patrons, with ability to have available attendant assisted parking to the

extent required by the BZA Order, (D) the rate of vehicular traffic flow into and out of the Parking Unit will be coordinated in order to maximize retail sales in the Retail Unit and the Target Unit, and thus the sales tax revenue generated therefrom that is used to repay the Public Debt, (E) the Parking Unit will be operated in a manner that is at least equivalent to the manner of operation of 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 the DC USA Condominium, taking into account the added requirements of the DC USA Condominium's location in an urban neighborhood in Washington, D.C. ("Comparable Parking Facilities"), (F) parking rates in the Parking Unit will be structured to encourage the primary use thereof by hourly parkers shopping at the Retail Unit and Target Unit and only non-hourly parkers to the extent there is sufficient excess capacity in the garage after the retail parking needs of the Retail Unit and Target Unit have been met, and (G) the Parking Unit will generate sufficient net revenue from its parking operations to be Financially Self-Sustaining (as defined below) and pay the debt service under the Public Debt (not satisfied by revenues generated by and through the TIF Note, as defined in the Parking Covenants) without exceeding rates charged at a Comparable Parking Facilities (the foregoing items (A) through (G) being collectively referred to herein as the "Parking Objectives"). For the purposes of this paragraph, "Financially Self-Sustaining" shall mean the ability of the Parking Unit to pay all costs of operations, to maintain adequate reserves found for the operation of a Comparable Parking Facilities, and to pay the debt service under the Bond Documents (as defined in the Parking Covenants).

- (b) Manager acknowledges and recognizes that the Parking Unit is intended to be operated primarily as a self-park operation for patrons of the DC USA retail mall project with the ability to accommodate attendant assisted parking for two hundred forty four (244) additional vehicles in compliance with the provisions of the BZA Order subject to procedures adopted by the Parking Operations Committee from time to time in accordance with the Condominium Documents.
- (c) In the event that this Agreement is to be terminated or not renewed, Manager will cooperate in the transition of the operations at the Parking Facility to the new parking operations manager.
- (d) Manager recognizes the right and entitlement of the Parking Operations Committee (as established by the Parking Covenants) and each of the Retail Unit Owner and Target Unit Owner to step in to cure certain defaults of Client under this Agreement pursuant to Section 13(1)(2) of the Parking Covenants. Manager further recognizes the entitlement of the Parking Operations Committee, each of the Retail Unit Owner and the Target Unit Owner, and each mortgagee and bondholder having a lien on legal title to any of the Retail Unit, Target Unit and Parking Unit to receive a copy of any notice of default issued by Manager to Client under this Agreement contemporaneously with the delivery of the same to Client; provided that any or all of such parties provide to Manager its notice address in writing.

24. Certain additional procedures applicable to the operation of the Parking Facility are contained in the Plan of Operations for the DC USA Parking Facility dated effective October 15, 2005, as such document may be updated from time to time per mutual agreement of the parties, and the Manager after consultation with Client will abide by or implement the same as applicable.
25. Notwithstanding anything to the contrary contained herein, Manager hereby acknowledges and accepts that the Parking Facility is encumbered by that certain Indemnity Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing dated February 15, 2006 by DC USA Operating Co., LLC to Verdugo Trustee Service Corporation for the benefit of Citicorp North America, Inc. and recorded in the land records for the District of Columbia as Instrument Number 2006021132, as such document may be assigned, assumed, amended and/or modified (the "Mortgage"), and that this Agreement is expressly subject and subordinate to the lien of such Mortgage. If the holder of such Mortgage at a foreclosure sale or any other transferee acquires Client's interest in the Parking Facility or this Agreement, Manager will, at the request of such holder of the Mortgage, attorn to the transferee of or successor to Client's interest and recognize such transferee or successor as Client under this Agreement.
26. Manager, as a condition of this Management Agreement, shall install certain equipment (the "Equipment") as detailed on Exhibit C hereto and enter into a lease (the "Equipment Lease") with a third party financing company (the "Financing Company"), the leasing period of which shall be prior to or co-terminus with the initial termination date of this Management Agreement. Such Equipment will not be incorporated into or become part of the Parking Facility and title shall be retained by the Financing Company. At the end of the Equipment Lease, Manager shall have the option to either (i) renew the Equipment Lease at market terms and conditions, or (ii) purchase the Equipment at fair market value. Provided Client is not in default of this Management Agreement, Manager shall allow Client the option to determine which of the two options the Client would prefer Manager to exercise, and Manager shall take such action as is necessary to effect Client's chosen option. Renewal of the Equipment shall be allowed only if (a) this Management Agreement is extended for a period at least as long as the renewal period of the Equipment Lease or (b) Financing Company allows Manager to assign its renewal rights in the Equipment Lease to Client and releases Manager from its Equipment Lease obligations. In the event Client determines to purchase the Equipment, Client shall solely be responsible for any costs, fees or expenses related thereto, and Client shall pay Manager any amounts due immediately when presented with invoices.
27. This Management Agreement restates and supercedes in its entirety any prior parking management agreement between Client and Manager with regard to the Parking Facility.
28. Client shall have the right to appoint an asset manager to act on its behalf on this agreement. Upon written notice of such appointment, the Manager shall follow the instructions of such asset manager.
29. The Contracting Officer Technical Representative (COTR) is responsible for general administration of the contract/agreement and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is

responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.

It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract without written modification executed by the Contracting Officer (CO).

The Manager may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of the contract resulting from the solicitation. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the contract, unless issued in writing and signed by the Contracting Officer.

In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority, and no adjustment will be made in the contract price to cover any price increase incurred as a result thereof.

The COTR for this contract/agreement will be:

Sam Yeung
Project Manager
Office of the Deputy Mayor for Planning & Economic Development
1350 Pennsylvania Ave. NW
Suite 317
Washington, DC

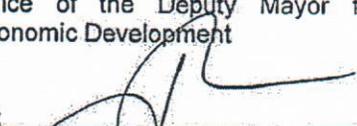
Contracts and/or Agreements shall be entered into and signed on behalf of the District of Columbia Government (Office of the Deputy Mayor for Planning & Economic Development) only by the Contracting Officer. The address and contact information of the Contracting Officer for this requirement is:

Jonathan R. Butler
Director of Contracts
Office of the Deputy Mayor for Planning & Economic Development
2025 M. St. NW
Suite 600
Washington, DC 20036

[[SIGNATURE PAGE FOLLOWS]]

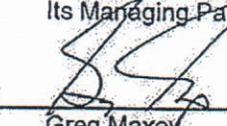
IN WITNESS WHEREOF, Client has caused this instrument to be executed in its corporate name by its duly authorized officer, and Manager has hereunto set his hand the day and date first above written.

CLIENT:
District of Columbia Government
Office of the Deputy Mayor for Planning &
Economic Development

By: 
Jonathan R. Butler
Director of Contracts

MANAGER:
District of Columbia Parking Associates,
A General Partnership

By: Central Parking System of Virginia, Inc.
Its Managing Partner

By: 
Greg Maxey
Senior Vice President

Approved as to form:



By: _____
Buz Edgeworth
Associate Counsel

**EXHIBIT A
EXPENSES OF MANAGER**

1. Salaries, reasonable travel and accommodation expenses of all executive personnel of Manager.
2. General and administrative expenses of Manager not allocable directly to operations at the Parking Facility.
3. Personal property taxes of Manager's property located at the DC USA garage and used for operations of the DC USA garage.

**EXHIBIT B
EXPENSES OF CLIENT**

1. Real and personal property taxes of Client's property.
2. All claims, expenses and/or damages arising from, or caused by structural or design deficiencies or by improper work or supervision during construction including, without limitation, settlement, collapse or inadequacy of structure or equipment, and all repairs related thereto.
3. Debt service with respect to land, building and equipment.
4. Costs of legal and auditing fees of Client.
5. Salaries and wages of all employees of Client.
6. Costs incurred by Client in the supervision of obligations of Manager.
7. Costs of maintaining elevators, sprinkler and ventilation systems.
8. Utilities expense of the Parking Facility.
9. Capital expenditures, improvements, alterations, additions and all new equipment, including all architectural and engineering fees in connection therewith.
10. Costs of payroll and equipment of security personnel.
11. Cost of premiums for fire and extended coverage insurance.

EXHIBIT C

EQUIPMENT

Equipment:	\$494,803
Tax:	\$28,451
Labor:	\$55,910
Freight and Pass-through:	<u>\$20,525</u>
Total System Investment:	\$599,688

- 3 SkiData Entrance Column Unlimited "Extended"
- 3 SkiData Coder Unlimited Base Unit For Entry Column
- 3 SkiData Feeder - 1 ticket + 1 Hold Position
- 3 SkiData ISO Mag Stripe 2 Direction
- 3 SkiData Lengthwise Barcode
- 4 SkiData Exit Column Unlimited "Extended"
- 4 SkiData Coder Unlimited Base Unit For Exit Column
- 4 SkiData Ticket Retractor & Receipt @ Payment Device
- 4 SkiData ISO Mag Stripe 2 Direction
- 4 SkiData Ticket Basket or Receipts and Retracted Tickets
- 4 SkiData Lengthwise Barcode
- 4 SkiData Ticket Retraction For Coder Unlimited Without Feeder
- 9 SkiData Barrier Unit, Standard, 115V Crank drive, 2 in-/outputs
- 9 SkiData Barrier Arm Standard, Illuminated
- 6 SkiData Easy.Cash Auto Paystation Basic Unit
- 6 SkiData RAM - Expansion 128k for Control Unit
- 6 SkiData LCD Monitor for Auto Paystation
- 6 SkiData Banknote Recycling unit Easy.Cash
- 6 SkiData Banknote Dispenser incl. Cassette for 600 BN of one sort
- 6 SkiData Lock for dispenser cassette protection against removal of cassette
- 6 SkiData ISO Mag Stripe 2 Direction
- 1 SkiData Control Computer DAZ Large Facilities, RAID 1 (CU-SERV)
- 1 SkiData Rack Mount Kit
- 1 SkiData Ski-Data Keyboard with assignable function keys, US-English
- 1 SkiData Desk Top Coder Unlimited Base Unit
- 1 SkiData Coding Unit Key detector + Arcnet/Serial conv
- 1 SkiData ISO Mag Stripe 1 Direction
- 1 SkiData Lengthwise Barcode
- 1 SkiData Cable For Cash drawer Contact w Coder Unlimited
- 3 SkiData Central Patching Dist Frame
- 1 SkiData Cash Drawer Contact, Cable Set for PCI Arcnet board, extended only
- 2 SkiData Control Computer for Workstation
- 4 SkiData RAM - Expansion 128k for Control Unit
- 2 SkiData Standard Keyboard USA
- 1 SkiData License "Standard" Up To 4 Devices
- 55 SkiData License Value Points (LVP's)
- 1 SkiData License "CREDIT CARDS"
- 1 SkiData License "CUSTOMISABLE DATA EXPORT"

Management Agreement For
Additional Commercial Parking

1 SkiData License "LARGE SCALE FACILITIES"
 1 SkiData License "DELAYED PAYMENT"
 1 SkiData License "CUSTOMER CARDS"
 1 SkiData License "DATA EXPORT/IMPORT"
 1 SkiData License "MAU Client For Facility To Access MAU"
 1 SkiData License "REMOTE EVENT MESSAGING"
 1 SkiData License "MONEY"
 1 SkiData License "CUSTOMISABLE REPORTS"
 1 SkiData License "SETTINGS"
 1 SkiData License "ADVANCED SETTINGS"
 1 SkiData License "CUSTOMERS"
 1 SkiData License "CAR PARKS"
 1 SkiData License "ARTICLES"
 1 SkiData License "RATE MANAGEMENT"
 1 SkiData License "Transaction Interface"
 1 SkiData Microsoft Win 2003 Server Std (Includes 5 Other Client Licenses)
 4 SkiData Microsoft Win 2003 5 Client Licenses to Server
 1 SkiData MS SQL Server License for Server or Client > 8 PCs
 1 SkiData MS SQL Server License up to 8 PCs
 1 SkiData Credit Card Workstation
 1 SkiData High Speed Laser Printer
 1 SkiData Epson Receipt Printer
 3 SkiData Flat Screen Monitor
 1 SkiData Cash Drawer
 10 SkiData Uninterruptible Power Supply (UPS) vA 500
 11 SkiData Dual Channel Loop Detector
 1 SkiData Ethernet Hub - 8 Port
 250 SkiData Smart Cards
 1 Telephone Interface
 1 Subscriber Card, analog, 4 subscribers, "D" features
 1 Compact Intercom Server, 4-16 subscribers
 2 Subscriber Card, analog, 4 subscribers, "B" features
 2 Plug-in Card, 8Inputs, 8 Relays
 1 Desk Station, alphanumeric display, handset function, gray
 1 Duplex Controller Board Converter
 16 Various Protection Post
 1 Various Lot Full Sign

