

ROOF DECK WAIVER

This Agreement ("Agreement") is made this ___ day of _____, 20__ (the "Effective Date") by and among FP 440 1st Street, LLC ("Owner"), First Potomac DC Management LLC ("Agent") and _____, ("Employee") an employee of _____ ("Tenant").

Employee hereby agrees that in exchange for access to and use of the rooftop deck and terrace (the "Rooftop") generally made available to all employees of the Building's tenants at 440 First Street, (the "Building"), Tenant will comply with the following terms and conditions:

1. At all times when using the rooftop, Employee will adhere to all rules and regulations, including all warning signs and instructions posted on the rooftop, as set forth in Exhibit A – Roof Deck Rules and Regulations, as may be reasonably amended from time to time provided Employee is provided advance written notice thereof. Employee understands that it is Employee's responsibility to inform guests of all rooftop guidelines, responsibilities and liabilities in connection with their use of the rooftop.
2. Employee agrees to assume the risk of injury to Employee and guests and to defend, indemnify and save harmless Owner, Agent, their respective partners, shareholders, employees, trustees ("Owner's Parties"), from any and all loss or liability, demands, judgments, expense (including attorneys' fees), claims or action based upon or arising out of damages or injury (including death), illness or harm to persons or property (including that of Owner and Agent), resulting from Employee's use of the Rooftop and/or the use of the Rooftop by guests.

EXHIBIT A ROOF DECK RULES AND REGULATIONS

The following Rules and Regulations are intended to make the Roof Deck at 440 First Street, NW, Washington, D.C. as safe, enjoyable and pleasant as possible for all Users. These Rules are applicable to all Users and may be changed from time to time in order to provide for the safe, orderly and enjoyable use of the Roof Deck.

Roof Deck hours of operation are 8 a.m. – 8 p.m. Monday through Friday.

Property Management reserves the right to close the roof deck without advance notice due to inclement weather, maintenance or private event.

USE

- Users shall use the Roof Deck and related furniture solely for lounging and viewing of the sites.
- Users shall not misuse or use the Roof Deck and related furniture in any manner which will damage the same.
- At no time may users grill or have open flames on the roof deck. This includes gas grills, heaters, lanterns or candles.
- Use of confetti, streamers, rice, sparklers, glitter or similar materials is strictly prohibited.
- Users may not move any of the roof deck furniture off the wooden decking or outside the safety railing.
- Please be courteous and wipe down any spills on the furniture or roof deck. Report any large spills to Building Management for cleanup.
- Do not exit the wooden roof deck, outside the safety railing at any time, except in the event of a building emergency evacuation.
- Users shall not install, nor tamper with or remove, any equipment on the Roof Deck. This includes the installation of umbrellas, tents or canopies.
- No person may use the Roof Deck unless they have signed a Waiver of Liability. This Roof Deck is open to Tenants only. Guests are not authorized to use the Roof Deck and users shall not grant access to the Roof Deck, nor permit the Roof Deck to be used, by any unauthorized person. Children under the age of 18 are not permitted in the Roof Deck.
- Alcoholic beverages are strictly prohibited without prior written authorization of Property Management.
- No person shall leave any litter, trash, debris, or articles of clothing at the Roof Deck. The entry door(s) to the Roof Deck shall be kept closed at all times. Door props will trigger a silent alarm.

CLOTHING

- Clothing – Business appropriate attire must be worn at all times.
- Clothing – No bathing suits or sunbathing is permitted.

CONDUCT

- Any conduct which unreasonably interferes with the use or enjoyment of Roof Deck or the furniture by others, or disrupts or interferes with the normal, safe, orderly and efficient operation of the Roof Deck or the furniture, is strictly prohibited. Violators will be asked to leave the roof deck by security personnel.
- Swearing, cussing and foul language is strictly prohibited.
- Spitting of any kind anywhere on the Roof Deck is strictly prohibited.
- Radios or other similar personal audio equipment may not be used without headphones.
- No User shall make, or permit to be made, any disturbing noises or disturb or interfere with the occupants of the Building or neighboring Buildings or premises or those having business with them, whether by the use of any musical instrument, radio, loud speaker or other sound system.

- **NO Smoking** of any kind is permitted on the Roof Deck.
- At no time should anything be thrown from the Roof Deck or hung over the side of the building.

GENERAL

Lost Items - All items found on the Roof Deck will be held at the First Potomac Building Engineers office for a period of 60 days. After 60 days, items will be donated to charity or discarded. If you have lost an item, please contact our office at 202.465.8500 to see if we have retrieved it.

Solicitation and Petitions. Solicitation for the sale of any product or service, or for charitable contributions, and petitions of any kind, are strictly prohibited at the Roof Deck.

Card Keys Identification. Upon request by Landlord or Building Manager, Users must present his or her card key for identification purposes. User hereby agrees to keep any card key provided to User in User's possession and control at all times until required or requested to surrender the same, and in no event shall User lend or otherwise transfer his or her card key to any other person. Neither Landlord nor the Building Manager

assumes responsibility for lost or stolen keys. Users must not permit anyone to gain access by "tailgating" during entry into the Roof Deck.

Notices, Complaints, or Suggestions. Users must immediately notify Building Management in the event that they discover any unsafe or hazardous defect or condition relating to the Roof Deck or the furniture. Complaints or suggestions as to the operation, maintenance, services, or furniture at the Roof Deck should be directed to the Building Manager at 202.465.8500.

No Representations. User hereby acknowledges that the installation of equipment, devices and/or facilities in or serving the Roof Deck shall in no way be deemed a representation or warranty by Operator regarding the efficiency or safety of the same, nor as an agreement or undertaking by, or obligation of, Operator to protect, indemnify or hold User harmless from any harm of any type or to ensure User's safety. It is expressly understood and agreed that use of the Roof Deck by User shall be at User's sole risk.

VIOLATION OF RULES

Repeated failure or refusal to comply with these Rules and Regulations will result in the loss of privileges.

Landlord or Building Manager may prohibit the use, or close the Roof Deck at any time if misused in any way.

User must sign below acknowledging that they have read and clearly understand all the above rules and regulations of the Roof Deck before Landlord or Building Manager will allow access to the Roof Deck.

I _____ hereby acknowledge that I have thoroughly read and understand the above outlined rules and regulations and agree to abide by the terms and conditions herein. I understand that if I do not comply with said rules and regulations, I may lose the privilege to use the building's Roof Deck.

Name _____

Company _____

Signature _____

Date _____

Access Card # _____