

**TERM SHEET FOR AN ENTERTAINMENT/SPORTS FACILITY AT
ST. ELIZABETHS EAST CAMPUS (“TERM SHEET” or “AGREEMENT”)**

Effective Date	September 16, 2015
1. Owner	The Government of the District of Columbia (the “ District ”), acting by and through the Deputy Mayor for Planning and Economic Development (“ DMPED ”).
2. Developer/Operator	Washington Convention & Sports Authority (“ Events DC ”), an independent authority of the District of Columbia government.
3. Lessee	One or more subsidiaries to be formed by Lincoln Holdings LLC d/b/a Monumental Sports & Entertainment (“ Monumental ”).
4. Parties	Each of the District, Events DC, and Monumental sometimes is referred to herein individually as a “ Party ”, and collectively as the “ Parties ”.
5. The Project	The Parties seek to develop a new, state-of-the-art, LEED silver certified 5,000 seat, multipurpose entertainment, sports, and cultural complex (“ Entertainment/Sports Facility ,” “ Facility ,” or “ Project ”) pursuant to plans, design, and specifications mutually agreed to by the Parties, as will be more fully described in the Development and Funding Agreement. The Entertainment/Sports Facility will serve as: (1) a practice/training facility for the Washington Wizards basketball team; (2) an arena and practice/training facility for the Washington Mystics basketball team and other sporting teams, such as a NBA Development League team associated with the Washington Wizards (“ Development League Team ”) and Arena Football League team; and (3) an entertainment/concert venue for third party arts and cultural events and community based events. The District believes that the Entertainment/Sports Facility will leverage other District investments, such as the St. Elizabeths East redevelopment, Gateway DC, the R.I.S.E. Demonstration Center, New Communities Initiatives Barry Farm Redevelopment, Great Street Initiatives, MLK Gateway Community, the federal government’s investment in the St Elizabeths West campus and promote the economic vitality in the surrounding Ward 8 neighborhoods and the District generally.
6. The Property	The District owns Lot 2, Square S-5868 known as the St. Elizabeths East Campus, located in the Southeast Quadrant of Washington, D.C. (the “ St. Elizabeths East Campus ”). The

	<p>Parties seek to develop the Entertainment/Sports Facility on property located at 1100 Alabama Ave., SE, in Washington, D.C., comprised of approximately 3.8 acres of real property (approximately 165,528 square feet) which are part of the St. Elizabeths East Campus designated under the District Zoning Code as Parcels StE-12 and StE-9, more specifically known for tax and assessment purposes as Lot Nos. 815 and 819 (“Property”), as depicted in Attachment A attached hereto. After agreement of the Parties as to the required construction condition of the Property, at its sole cost and expense, the District shall cause the structures on the Property to be demolished, in accordance with the agreed upon plans, and the Property delivered in a clean, safe and adequate condition for construction of the Entertainment/Sports Facility at grade (and for any below grade work necessary to support the at grade construction), and with all necessary infrastructure, including, without limitation, pedestrian and vehicular access, utilities, lighting, wayfinding and parking. Further, at the sole cost and expense of the District, the District shall: (1) undertake any environmental or other remediation necessary for the aforementioned demolition and delivery of the Property in a clean, safe and adequate condition for at grade construction; (2) obtain any necessary permits, closure letters and similar governmental approvals, such that the Property can be built on at grade (taking into account any excavation necessary to permit same); and (3) cause title to the Property to be unencumbered by any liens or any encumbrances that would interfere with or limit the development of the Property as the Entertainment/Sports Facility (it being agreed that title to the Property shall be subject only to those exceptions to title as are reasonably acceptable to the Parties).</p>
7. Project Announcement Milestone:	<p>The Parties will formally announce the Agreement for the Entertainment/Sports Facility on September 16, 2015 (“Announcement Date”). The announcement will include the relevant terms of the Term Sheet, as agreed to by the Parties to announce.</p>
8. Conditions	<p>The terms and conditions of this Term Sheet are conditioned upon each the Parties entering into definitive written agreements, as contemplated herein, including, without limitation:</p> <ol style="list-style-type: none"> 1. Development and Funding Agreement by and among the Parties (“Development and Funding Agreement”); 2. Monumental Facility Leases between Events DC and certain subsidiaries of Monumental (“Monumental Facility Leases”);

	<p>3. a Cooperation Agreement between Events DC and Monumental (“Cooperation Agreement”); and</p> <p>4. an Operator Agreement between the District and Events DC (“Operator Agreement”).</p> <p>Each of the agreements are further described herein and their completion date set forth in Attachment B (collectively “Definitive Agreements”).</p>
<p>9. Exclusivity</p>	<p>After formal announcement of the Term Sheet for the Entertainment/Sports Facility on the Announcement Date, Monumental will not seek or discuss opportunities to locate the practice/training facility for the Washington Wizards basketball team, the arena and practice/training facility for the Washington Mystics basketball team, and the arena and practice/training facility for the Development League Team other than at the Entertainment/Sports Facility, provided that the Definitive Agreements are fully-executed not later than 60 days after the Announcement Date. Upon execution of this Term Sheet, each of the Parties hereby agrees to use reasonable efforts, negotiating in good faith, to reach agreement as to the Definitive Agreements in accordance with this schedule as set forth in Attachment B. Furthermore, by entering into this Term Sheet, Monumental agrees that, commencing with the next season after final completion of the Entertainment/Sports Facility, Monumental will relocate the Washington Wizards practice schedule, the Washington Mystics regular season home games and practice schedule, and any Development League Team home games and practice schedule to the Entertainment/Sports Facility for the term of the applicable Monumental Facility Lease, provided that Monumental’s obligation regarding the Mystics extends so long as the Mystics continue to be a member of the WNBA.</p>
<p>10. Verizon “2.0”</p>	<p>In the event that Monumental decides to leave the Verizon Center, Monumental shall notify the District, and for a period of six months thereafter, Monumental and the District shall engage in an exclusive negotiation to locate the new performance arena for the Wizards and Capitals (“Verizon 2.0”) in the District of Columbia. Should the Parties fail to reach an agreement within such six month period, then Monumental shall be free to seek opportunities to locate Verizon 2.0 outside of the District of Columbia; provided, however, that prior to entering into any definitive agreement to locate Verizon 2.0 outside of the District of Columbia, Monumental shall afford to the District the opportunity, after disclosing to the District the material terms of the proposed agreement pursuant to which Monumental intends</p>

	to locate Verizon 2.0 outside of the District, to make a proposal to Monumental of alternative terms and conditions upon which the District would be willing to facilitate the relocation of Verizon 2.0 within the District of Columbia, and provided further that the decision of whether to agree to such proposal shall be in the sole and absolute discretion of Monumental. Monumental further agrees that in the event it relocates its principal offices to a location outside the District of Columbia during the term of the applicable Monumental Facility Lease for the Wizards, then, during the term of such lease, Monumental shall not reduce the size of Monumental's offices relocated at the St. Elizabeths East Campus.
11. St. Elizabeths East Redevelopment	The Parties will work cooperatively to support the development of retail, office space and/or hospitality uses on Parcel StE-17, as depicted in Attachment A , as part of the first phase of development on the St. Elizabeths East campus. This includes ensuring that the design and layout of the Entertainment/Sports Facility supports an increase in pedestrian activity to both the Entertainment/Sports Facility and to Parcel StE-17.
12. Schedule of Performance	Attached as Attachment B is the Schedule of Performance, which will be supplemented by additional milestones in the Development and Funding Agreement. The Schedule of Performance shall not be modified without the mutual agreement of the Parties. The failure of a Party to comply with the timing requirements of the Schedule of Performance shall constitute a breach of this Term Sheet.
13. Design	<p>The Parties shall agree on the conceptual plans, specifications, and design for the Entertainment/Sports Facility in accordance with the schedule to be provided in the Development and Funding Agreement and shall use an architect that the Parties approve. The Parties agree that the following elements will be incorporated into the design:</p> <ol style="list-style-type: none"> 1. A professional sports and entertainment complex containing 5,000 seats for use as: <ol style="list-style-type: none"> a. Entertainment/concert venue b. Wizards practice/training facility c. Game and practice facility for the Mystics and other sports teams, including, without limitation, a Development League Team and an Arena Football League team d. Community sporting, entertainment, arts and culture facility

	<ol style="list-style-type: none"> 2. The Entertainment/Sports Facility will be comparable to and on par with facilities recently constructed, or under construction, by or for other NBA franchises. 3. The Entertainment/Sports Facility will contain facilities for the sole use of Monumental, such as the players' locker rooms, training rooms, team offices, and lounge areas ("Monumental Only Facilities"). 4. The Entertainment/Sports Facility will provide a secured entrance for sports players and at least 51 secured parking spaces for Monumental and its employees and sports players and select District officials; and public parking spaces adjacent to the Entertainment/Sports Facility, which parking shall be subject to the terms outlined in the <i>Parking</i> section below; and 5. The Entertainment/Sports Facility will contain areas that are specifically designed for public use, which may include, community space and a public art display area for local arts and cultural events.
14. Development and Funding Agreement	The Parties shall enter into a Development and Funding Agreement pursuant to which: (1) Events DC, as Developer, shall have the exclusive right, and shall undertake, to develop and cause Final Completion of Construction of the Entertainment/Sports Facility and the opening of the Facility in accordance with the Schedule of Performance in Attachment B and (2) the District, Events DC and Monumental shall fund the amounts required to achieve Final Completion of Construction of the Entertainment/Sports Facility and opening of the Facility, as set forth in this Agreement.
15. Operator Agreement	The Operator Agreement will provide Events DC, as Operator, exclusive rights to use and manage the Entertainment/Sports Facility for an initial period of not less than 19 years, subject, however, to the operation of the Cooperation Agreement and the Monumental Facility Leases.
16. Monumental Facility Leases	The Monumental Facility Leases will govern the terms and conditions upon which one or more subsidiaries of Monumental, as lessee (" Lessee "), will lease from the Operator the Entertainment/Sports Facility as each of: (1) a practice/training facility for the Wizards for a term of 19 years; (2) a regular season game and practice/training facility for the Mystics for a term of 19 years, with a provision permitting Monumental to terminate the Mystics lease at any time in the event that the Mystics cease to be a member of WNBA; and (3) a game and practice/training facility for other Monumental teams for terms

	to be agreed upon. The agreed upon total rent for the Monumental Facility Leases shall be the net present value of paying \$400,000 per year for a 19 year period from the opening of the Entertainment/Sports Facility, using a discount rate of 6% per annum (" Total Rent "). Monumental will pay Events DC the Total Rent 17 weeks before the FFE for Monumental-Only Facilities is scheduled to be installed during construction of the Entertainment/Sports Facility. It is understood and agreed that Monumental shall have the right to offset Total Rent by the amount of the Allowance as defined in Section 21(5).
17. Cooperation Agreement	The Cooperation Agreement will govern the terms upon which Monumental will be compensated for events originated or referred to the Entertainment/Sports Facility by Monumental.
18. The District's Obligations	<p>The District shall:</p> <ol style="list-style-type: none"> 1. Enter into a Development and Funding Agreement with Events DC and Monumental, pursuant to which the District shall provide up to \$23,000,000 for Final Completion of Construction of the Entertainment/Sports Facility and opening of the Facility; 2. Lease the completed Entertainment/Sports Facility to Events DC, as operator of the Entertainment/Sports Facility, through a mutually acceptable 19-year ground lease and/or lease agreement as set forth in the Operator Agreement; 3. Complete the infrastructure improvements within the public space to prepare the Property for redevelopment, as depicted in Attachment C; 4. Cause the demolition of the structures on the Property as required in Section 6; 5. Cause the Property to be delivered in a clean, safe and adequate condition for construction of the Entertainment/Sports Facility at grade as required in Section 6; 6. Obtain necessary permits and government approvals as required in Section 6(2); and 7. Cause title to the Property to be in the condition required in Section 6(3). <p>Notwithstanding anything to the contrary in this Term Sheet: (1) except to the extent of change orders initiated or required by the District and cost overruns caused by the acts or omissions of the District (e.g., the District's failure to timely respond to any request for an approval required by the District) and (2) except</p>

	for the obligations of the District with respect to the initial delivery of the Property to Events DC in a clean, safe, and adequate condition for construction of the Entertainment/Sports Facility on grade (including, without limitation, providing infrastructure for the Entertainment/Sports Facility), the District shall have no obligation to fund construction work in connection with the Entertainment/Sports Facility in excess of \$23,000,000.
19. Events DC's Obligations	<p>Events DC shall:</p> <ol style="list-style-type: none"> 1. Act as Developer of the Entertainment/Sports Facility and cause Final Completion of the Construction of the Entertainment/Sports Facility (other than the FFE for the Monumental Only Facilities) and opening of the Facility in accordance with the Performance Schedule in Attachment B, as supplemented by the Development and Funding Agreement; 2. Provide up to \$27,000,000 for developing and causing Final Completion of Construction of the Entertainment/Sports Facility and opening of the Facility; provided, however, Events DC shall be responsible for any costs that exceed \$50,000,000 plus the Total Rent paid by Monumental under Section 16 and are necessary for Final Completion of Construction and opening of the Facility; 3. Act as Operator of the Entertainment/Sports Facility under the terms and conditions set forth in this Term Sheet, as the same shall be superseded by one or more Operator Agreements; and 4. Enter into the Operator Agreement with the District, the Cooperation Agreement with certain subsidiaries of Monumental, and Monumental Facility Leases with certain subsidiaries of Monumental.
20. Monumental's Obligations	<p>In consideration of the Monumental Facility Leases and the Cooperation Agreement, Monumental agrees to:</p> <ol style="list-style-type: none"> 1. In accordance with the terms of the Monumental Facility Leases, lease from the Operator space at the Entertainment/Sports Facility for use by the Monumental subsidiaries on terms to be agreed upon and pay Total Rent to Events DC as set forth in Section 16; 2. Provide an allotment of tickets to the District and/or Events DC for Monumental team events at the Entertainment/Sports Facility; and 3. Contribute \$10,000,000 during the term of the

	<p>Monumental Facility Lease towards community and economic revitalization of the community surrounding the Property (“Monumental Community Investment”), which includes, but is not limited to:</p> <ul style="list-style-type: none"> a. Rent payments and related income associated with locating innovation/tech-related, hospitality or retail enterprises on the St. Elizabeths East Campus that are either owned by Monumental/Revolution Growth or in which Monumental/Revolution Growth are significant investors (credit related to this item may not exceed 25% of the Monumental Community Investment); b. Philanthropic investments (including public programs, events and sponsorships) related to: (i) the development of the St. Elizabeths East Innovation Hub/commercial center in Ward 8 (including tech/innovation/arts/cultural); (ii) tech, innovation in Ward 8; (iii) Ward 8 business development; (iv) Ward 8 workforce development; (v) Ward 8-related educational initiatives (including summer camps and scholarships); (vi) Ward 8 community revitalization; (vii) Ward 8 fitness and healthy living initiatives; and/or (viii) arts and culture activities in Ward 8; and c. Costs and expenses associated with locating any of Monumental’s corporate and operational offices within or adjacent to the Entertainment/Sports Facility on the St. Elizabeths East campus (credit related to this item may not exceed 25% of the total Monumental Community Investment). <p>Contributions of individual Monumental partners and businesses they own or control will count toward the Monumental obligation in Section 20.3.</p>
<p>21. Construction Obligations and Funding</p>	<p>1. As used herein, “Final Completion of Construction” shall mean the construction of the Entertainment/Sports Facility and the related parking at the Project in accordance with the plans, designs and specifications agreed upon by the Parties in accordance with the Development and Funding Agreement, including, without limitation, all interior fit-out and FFE for the Facility, except for the FFE in the Monumental Only Facilities.</p>

	<ol style="list-style-type: none"> 2. The District shall provide up to \$23,000,000 for the Final Completion of Construction and opening of the Entertainment/Sports Facility in accordance with Section 18 and the Development and Funding Agreement. 3. Events DC shall cause the Final Completion of Construction and opening of the Entertainment/Sports Facility in accordance with Section 19(2) and the Development and Funding Agreement, provided, however, that Monumental shall construct the FFE for the Monumental Only space and any build-out, using the Allowance set forth in Section 21(5). 4. Events DC shall provide up to \$27,000,000 for the Final Completion of Construction and opening of the Entertainment/Sports Facility, and any necessary additional funding in accordance with Section 19(2) and the Development and Funding Agreement. 5. The District and Events DC shall provide to Monumental an allowance of \$3,000,000 for FFE in the Monumental Only Space and build-out for the Entertainment/Sports Facility (“Allowance”). The Allowance shall be paid to Monumental 17 weeks prior to the scheduled installation of such FFE and may be used as a set-off to the Total Rent owed by Monumental. 6. Monumental shall purchase and install the FFE in the Monumental Only Space, provided that Monumental shall be responsible for any cost of FFE for the Monumental Only Facilities in excess of the Allowance.
22. Plans and Specifications; Cooperation	<p>The Parties will work cooperatively together in developing the Entertainment/Sports Facility. In furtherance of the foregoing:</p> <ol style="list-style-type: none"> 1. Any architect, contractor, and consultants shall have sufficient experience constructing similar projects and facilities; 2. The program for the Entertainment/Sports Facility (and any changes thereto) shall require the approval of the Parties; 3. Approval rights as to the design of the Entertainment/Sports Facility, if any, shall be addressed in the Development and Funding Agreement; and 4. Throughout the development and construction of the Entertainment/Sports Facility, the Parties agree to collaborate and discuss all items related to the design and construction of the Entertainment/Sports Facility.

23. Operator Benefits	Operator shall be entitled to retain all revenues derived from the operations of the Entertainment/Sports Facility related to: (1) promotional activities such as ticket sales, concessions, rents, merchandise, advertising, licensing, and sponsorships, but not ticket sales, licensing, sponsorships or merchandise sales for the Mystics and other Monumental sports teams, and (2) naming and signage rights for the Entertainment/Sports Facility.
24. Monumental Benefits	Except as otherwise provided in the Cooperation Agreement, Monumental shall be entitled to retain all revenues derived from ticket sales, licensing, and sponsorships for the Mystics and other Monumental sports teams playing at the Entertainment/Sports Facility and merchandise sales for those teams.
25. Facility Management	The Operator may choose to self-perform or subcontract with a third party to perform all or some of the Operator responsibilities in accordance with the Operator Agreement; provided that notwithstanding Operator's use of a third party operator, Operator shall be responsible for the management and operation of the Entertainment/Sports Facility during the term of the Operator Agreement.
26. Operational Responsibilities	The Operator Agreement and Monumental Facility Leases will address the cost of additional services, if any, that are required for the use of the Entertainment/Sports Facility and events taking place at the Facility, including, without limitation, security, such as for the sports players/entertainers and associated with the use of the facilities, police (both on-site and off-site), traffic control officers, emergency medical service personnel, and any additional fees charged by Metro.
27. Parking	<ol style="list-style-type: none"> 1. The Parties will work cooperatively together to address parking to serve the Entertainment/Sports Facility in surface parking areas near the Entertainment/Sports Facility. 2. The program for the Entertainment/Sports Facility shall provide 51 secured parking spaces that will be available for use by Monumental and its employees (and for select District officials) at the Entertainment/Sports Facility. Further, the District shall provide adequate and customary public parking for the Entertainment/Sports Facility, which shall be comparable to public parking provided at comparable entertainment/sports facilities. Such parking shall be reasonably proximate to the Entertainment/Sports Facility.

	<p>3. Subject to the foregoing requirements, the District reserves the right to relocate the public parking for the Entertainment/Sports Facility to a reasonable location.</p>
28. Green Building Requirements	<p>Events DC, as Developer, shall construct the Entertainment/Sports Facility in accordance with the <i>Green Building Act of 2006</i>, D.C. Official Code § 6-1451.01, <i>et seq.</i> (2012 Supp.), as amended.</p>
29. Certified Business Enterprise Requirements	<p>Events DC, as Developer, agrees to enter into an agreement that requires, at a minimum, Events DC to contract with Certified Business Enterprises for at least 35% of the contract dollar volume of the Project.</p> <p>Events DC, as Operator, shall enter into an agreement that shall require Operator to, at a minimum, contract with Certified Business Enterprises for at least 35% of the contract dollar volume associated with the operations of the Entertainment/Sports Facility.</p>
30. First Source Requirements	<p>Events DC, as Developer, shall enter into a First Source Agreement with the Department of Employment Services that shall govern certain obligations of Events DC pursuant to D.C. Official Code § 2-219.03, as amended, and Mayor's Order 83-265 (November 9, 1983) regarding job creation and employment generated as a result of the construction of the Entertainment/Sports Facility.</p> <p>Events DC acknowledges that the District intends to require the Operator to enter into a First Source Agreement with the Department of Employment Services that shall govern certain obligations of Monumental pursuant to D.C. Official Code § 2-219.03, as amended, and Mayor's Order 83-265 (November 9, 1983) regarding job creation and employment generated as a result of the operations of the Entertainment/Sports Facility.</p>
31. Community Investments	<p>Monumental and the Operator shall work to ensure that the Project provides for the following public and community benefits:</p> <ol style="list-style-type: none"> 1. Community use of facility; 2. Apprenticeship opportunities for Ward 7/8 individuals hired from economically disadvantaged background/neighborhoods; 3. Ban the Box policy to provide greater employment consideration to ex-offenders; 4. Job shadowing programs to expose high-need students to careers in the sports, entertainment and hospitality

	<p>industries;</p> <p>5. Paid summer youth programs for students ages 21-24;</p> <p>6. Dedicated websites and online resources to provide the public consistent and timely access to key information, documents and progress related to the Entertainment/ Sports Facility; and</p> <p>7. Allow a community input group to advise about the development of the Entertainment/ Sports Facility and community benefits, programs and initiatives.</p>
32. Waiver	<p>The failure of a Party to insist upon strict performance of any of the terms or provisions of this Term Sheet shall not be construed as a waiver or as a relinquishment for the future of such term or provision. No waiver by a Party of any term or provision of this Term Sheet shall be deemed to have been made unless expressed in writing and signed by such Party.</p>
33. Severability	<p>If any clause or provision of this Term Sheet is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Term Sheet shall not be affected.</p>
34. Applicable Law	<p>This Term Sheet shall be governed by and interpreted in accordance with the internal laws of the District of Columbia, without giving effect to conflict of laws provisions.</p>
35. Notices	<p>All notices or other communications required or desired to be given with respect to this Term Sheet shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or sent by overnight delivery with costs paid by sender, and properly addressed as provided below. Each notice given by mail shall be deemed to be given by the sender when received or refused by the Party intended to receive such notice: each notice delivered by hand or by courier service shall be deemed to have been given and received when actually received by the Party intended to receive such notice or when such Party refuses to accept delivery of such notice. Upon a change of address by either Party, such Party shall give written notice of such change to the other Party in accordance with the foregoing.</p> <p>For District:</p> <p>Office of the Deputy Mayor for Planning and</p>

	<p>Economic Development 1350 Pennsylvania Avenue, N.W. Suite 317 Washington, D.C. 20004 Attention: Brian T. Kenner, Deputy Mayor for Planning and Economic Development</p> <p>With a copy to: Office of the Deputy Mayor for Planning and Economic Development 1350 Pennsylvania Avenue, N.W. Suite 317 Washington, D.C. 20004 Attention: General Counsel</p> <p>For Monumental: Monumental Sports & Entertainment 601 F Street, NW Washington, DC 20004 Attention: Randall Boe, EVP and General Counsel</p> <p>With a copy to: Venable LLP 575 7th Street, NW Washington, DC 20004 Attention: William N. Hall, Esq.</p> <p>For Events DC: Events DC 801 Mount Vernon Place, N.W. Washington, DC 20001 Attention: Greg O'Dell, President & CEO</p> <p>With a copy to: Events DC 801 Mount Vernon Place, N.W. Washington, DC 20001 Attention: General Counsel</p>
36. Entire Agreement	<p>This Term Sheet constitutes the entire agreement among the Parties with respect to the subject matter hereof, and there are no agreements among them with respect to the subject matter hereof other than as set forth herein.</p>

EXECUTION DRAFT 9/16/15

The District, Monumental, and Events DC have caused this Term Sheet dated September 16, 2015 to be signed and acknowledged by their respective duly authorized representatives.

DISTRICT:

DISTRICT OF COLUMBIA, a municipal corporation

BY: 

Name: Muriel E. Bowser

Title: Mayor

MONUMENTAL:

LINCOLN HOLDINGS LLC, a limited liability company d/b/a
MONUMENTAL SPORTS & ENTERTAINMENT

BY: 

Name: Theodore Leonsis

Title: Chairman and CEO

EVENTS DC:

EVENTS DC, an Independent Authority of the District of
Columbia government

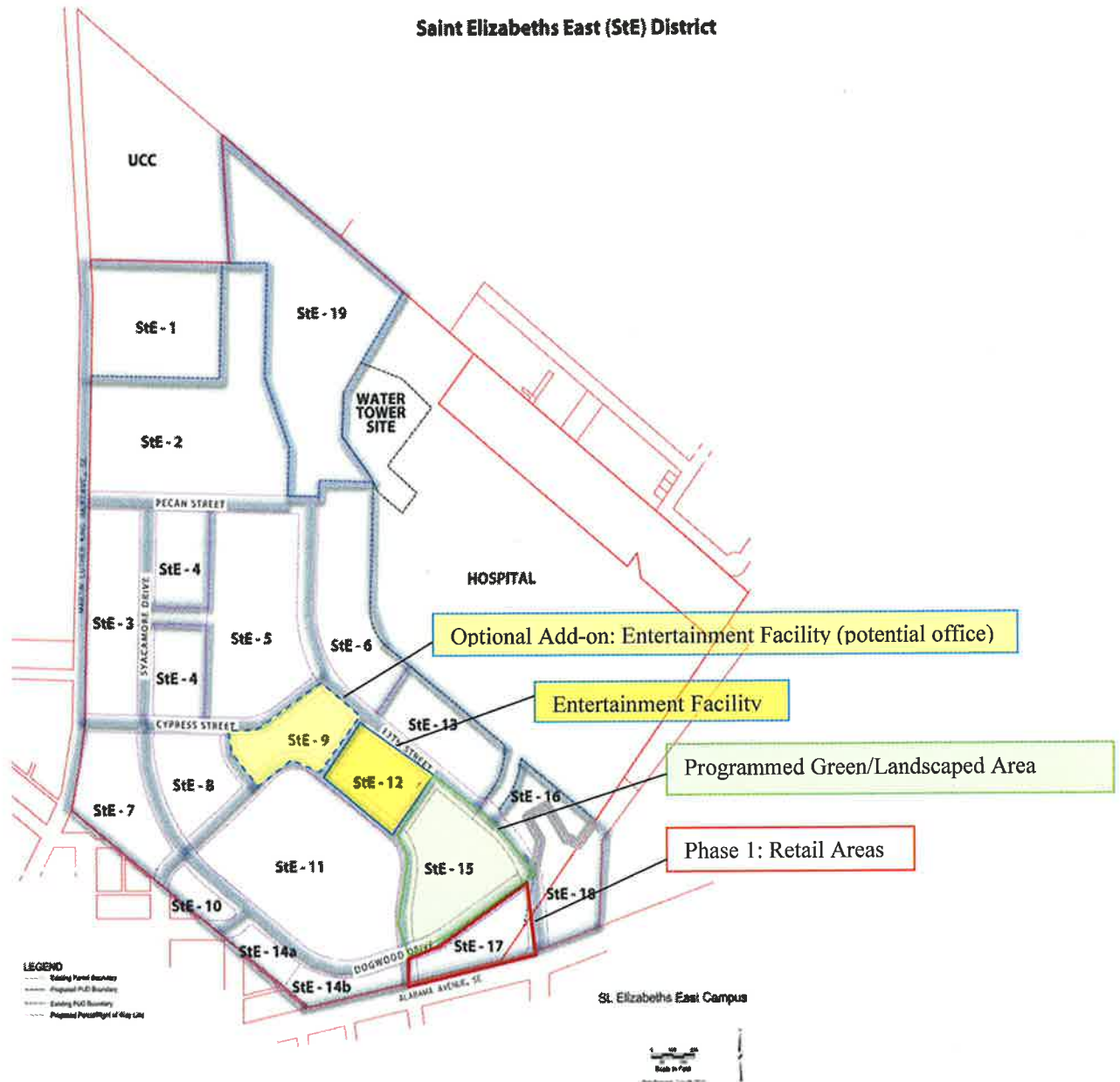
BY: 

Name: Max Brown

Title: Chairman

ATTACHMENT A

Property for the Washington D.C. Sports and Entertainment Complex
[Highlighted in Yellow; Retail/Office Areas Outlined in Red]



ATTACHMENT B

Schedule of Performance

Milestone	Date (on or before)
Parties to Execute a Term Sheet	September 16, 2015
District, Monumental and Events DC to enter into the Development and Funding Agreement	November 16, 2015
District and Events DC to enter into the Operator Agreement	November 16, 2015
Events DC and Monumental to enter into the Cooperation Agreement	November 16, 2015
Events DC and Monumental subsidiaries to enter into Monumental Facility Leases	November 16, 2015
Entertainment/Sports Facility Opening	September 3, 2018 (Labor Day)

Events DC will use reasonable and good faith efforts to accomplish opening of the Entertainment/Sports Facility by September 3, 2018. Appropriate milestones to meet this opening date will be included in the Development and Funding Agreement, including, without limitation, milestones for selection of the architect, completion of needed infrastructure, demolition of structures on the Property, delivery of the Property in a clean, safe, and adequate condition for on grade construction, selection of construction contractor, finalization of design, commencement of construction, and the Final Completion of Construction of the Entertainment/Sports Facility.

ATTACHMENT C

**Infrastructure Plans
[Highlighted in Yellow]**

