ATRIUM/ROOFTOP ACCESS AGREEMENT

THIS ATRIUM/ROOFTOP ACCESS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2026 by and between **THE JOHN AKRIDGE MANAGEMENT COMPANY LLC**, a Delaware limited liability company ("Manager"), agent for **601 Thirteenth Street, NW Associates Limited Partnership**, a District of Columbia limited partnership ("Owner"), and _____ ("User").

WHEREAS, Owner is the owner of the property known generally as **The Homer Building** located at 601 13th Street, N.W., Washington, D.C. (the "Building") and has engaged Manager to be the manager of the Building.

WHEREAS, User desires to obtain access to and use of the rooftop area and/or the atrium area of the Building (the "Atrium/Rooftop Area") as set forth in the attached diagram for the purpose of _____ which is a personal, business, or industry event for the User on _____, 2026, between the hours of _____ and _____ with _____ guests expected to attend (the "Event").

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

1. Rules and Regulations

Manager hereby grants access to and use of the Atrium Area or Rooftop Area to User for the Event and User hereby accepts access to and use of the Atrium Area/Rooftop for the Event. In connection with such access to and use of the Atrium/Rooftop Area, User acknowledges and agrees that it shall be subject to and shall comply in all respects with "**The Homer Building Atrium/Rooftop Special Event Rules and Regulations**", a copy of which is attached and incorporated by reference herein (**Attachment 1**). By execution of this Agreement, User acknowledges that it has read and understands such rules and regulations.

2. Termination

Manager shall have the right, in Manager's sole and absolute discretion, with or without cause, to terminate this Agreement at any time upon sixty (60) minutes' advance notice to User, provided Manager reimburses User any sums previously paid by User under this Agreement as of the date of such termination.

3. Indemnification

User shall indemnify, defend and hold harmless Owner, Manager, each general partner of Owner, and their respective partners, agents, representatives, employees, licensees, invitees, contractors, and guests (the "Indemnified Party") from and against any and all liability, cost, expense, loss, or damage (including reasonable attorneys' fees and expenses) incurred by the Indemnified Party directly or indirectly as a result of (i) User's access to and use of the Atrium/Rooftop Area for the

Event, (ii) User's default under this Agreement, or (iii) any act or omission of User, its agents, representatives, employees, licensees, invitees, contractors, or guests.

4. Limitation on Liability of Manager and Owner

Manager shall have absolutely no liability to User or to any third party except for Manager's willful or grossly negligent failure to perform its obligations hereunder. All obligations of Manager hereunder are those of Manager only, and in no event shall any other person or entity be responsible for the obligations of Manager hereunder, including without limitation, any officer, director, shareholder, partner, or affiliate of Manager or of any affiliate of Manager, including, without limitation, Owner. Owner shall have absolutely no liability to User or to any third party.

5. Default

The following shall be defaults hereunder (an "event of default"):
(a) the failure of User to comply with any of the rules and regulations set forth on Attachment 1 hereto; and
(b) the default by User in the due observance or performance of any of the undertakings, agreements, covenants, obligations, promises, conditions, responsibilities, or other understandings undertaken by User in this Agreement.

6. Remedies

Upon the occurrence of an event of default, Manager shall be entitled to:
(a) terminate this Agreement and all rights of User hereunder upon notice to User, including, but not limited to, the termination of User's right to use the Atrium Area, and retain all amounts previously paid to Manager by User; and
(b) in addition to, and not in lieu of, the rights provided in Paragraph 6(a), exercise any and all other rights and remedies available to it at law or in equity.

7. Expenses

The standard Twenty-Five Thousand Dollar ($25,000) usage fee for the Atrium Area is hereby waived. Notwithstanding this waiver, User shall pay Manager for all expenditures to cover operational and personnel expenses required for this event to take place, as well as any additional services requested from the management team.

User remains strictly liable for any damages incurred prior to, during, or after the event. Scheduled fees and personnel costs are established as follows:

- **Porters**: $50.00 per hour (Base fee covers 2 porters for 8 hours; additional hours billed at this rate).
- **Engineers**: $125.00 per hour (Required for all events scheduled on Saturday, Sunday, and legal holidays).
- **Janitorial Restoration**: An approximate cost of $325.00 to $725.00 paid to P&R Enterprises to clean and restore the event areas and restrooms.

- **Furniture Placement Fee**: A $250.00 fee will be incurred if furniture is moved within the space and not returned to its original placement.
- **After-Hours HVAC Billed Hourly (Beyond 6:00 p.m.)**:
  - *Atrium*: $500.00 per hour
  - *Penthouse*: $300.00 per hour

8. Assignment

This Agreement may not be assigned by User without the prior written consent of Manager, which consent Manager may give or withhold in Manager's sole and absolute discretion.

9. Miscellaneous

9.1 All of the terms of this Agreement shall apply to and be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

9.2 This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (excluding its choice-of-law rules).

9.3 This Agreement, including Attachments 1 and 2, contains the entire agreement of the parties with respect to the subject matter hereof. There are no other understandings, agreements, representations, or warranties, written or oral, express or implied, between the parties related to the subject matter hereof that are not expressly stated in this Agreement.

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

9.5 Any notices required or authorized to be given hereunder shall be in writing and shall be effective upon receipt if delivered personally, by commercial courier against receipt, or by certified mail (return receipt requested) to:

- **If to Owner or Manager**: The John Akridge Management Company, 601 13th Street, N.W., Suite 300 North, Washington, D.C. 20005 (Attention: Danny Eaton).
- **If to User**: _____.

IN WITNESS WHEREOF, the parties have executed this Atrium/Rooftop Access Agreement as of the date and year first written above.

MANAGER:
The John Akridge Management Company LLC,
as Management Agent for 601 Thirteenth Street, N.W. Associates Limited Partnership

By: _____
Name: _____
Title: _____

USER:

_____

By: _____
Name: _____
Title: _____

Attachment 1

The Homer Building Atrium/Rooftop

Special Event Rules and Regulations

1. **Event Hours:** Events may not begin before 5:30 p.m. Setup and breakdown must occur on the same day between 4:00 p.m. and 1:00 a.m., Monday through Friday, and 10:00 a.m. and 3:00 a.m., Saturday and Sunday. All equipment, decorations, rentals, and event materials must be removed immediately following the event.
2. **Decorations and Signage:** All decorations, signage, lighting, displays, and similar materials must be approved by The John Akridge Management Company at least fifteen (15) business days prior to the event and may not be affixed to, suspended from, or otherwise attached to walls, ceilings, floors, windows, railings, planters, or any permanent building fixtures.
3. **Prohibited Beverages:** Red wine and any other beverages or liquids that may permanently stain flooring, furniture, or building finishes are prohibited.
4. **Breakable Items:** Glass and other breakable items are prohibited in the Penthouse. All plates, cups, serving ware, and similar items must be non-breakable.

5. **Prohibited Materials:** Fireworks, open flames including candles (except sternos for chafing dishes), painting, balloons, confetti, glitter, birdseed, rice, flower petals, sparklers, smoke machines, fog machines, bubble machines, and similar decorative or special-effect materials are prohibited.
6. **Smoking:** Smoking, vaping, and the use of electronic smoking devices are prohibited within the Penthouse, rooftop terrace, Atrium, and all other areas of the building.
7. **Protection of Building Finishes:** All equipment, furniture, and materials transported through the building must utilize rubber-wheeled equipment where applicable and adequate floor protection. Tables, staging, and equipment must have protective feet or coverings to prevent damage to building finishes.
8. **Building Access:** Building entrances must remain unobstructed at all times. Event guests shall use the main entrance unless otherwise approved by The John Akridge Management Company. Building clients shall retain access to the lobby throughout the event.
9. **Damage and Cleanup:** The User shall be responsible for all damage resulting from the event. Repair or replacement costs, including extraordinary cleaning, shall be billed directly to the User.
10. **Insurance Requirements:** At least seven (7) days prior to the event, the User shall provide Certificates of Insurance meeting the following minimum coverage requirements:
    a. Bodily Injury: $1,000,000 per occurrence
    b. Property Damage Liability: $1,000,000 per occurrence
    c. Liquor Liability: $1,000,000 per occurrence
    d. Umbrella Liability: $1,000,000 per occurrence
11. Any caterer serving alcohol must provide separate Liquor Liability insurance, which may not be satisfied by the User's Host Liquor Liability policy. Certificates of Insurance must be submitted to the Property Manager for approval, name **601 Thirteenth Street, N.W., Associates Limited Partnership** and **The John Akridge Management Company** as Additional Insureds, and be issued by insurance companies acceptable to the Property Manager.
12. **Event Application:** The Event Application must be signed and approved by The John Akridge Management Company at least seven (7) business days before the event. Reservations are not confirmed until a fully executed agreement has been received.
13. **Event Fees:** The User shall pay all applicable event fees. Security, engineering, property management, HVAC, cleaning, and other requested or required services will be billed separately.
14. **Catering and Alcohol:** Users may select any licensed and properly insured caterer. If alcohol is served, it must be dispensed by a licensed and insured bartender or caterer. Self-service bars are prohibited unless approved in writing by The John Akridge Management Company.
15. **Vendor Coordination:** The selected caterer and User shall meet with the Property Manager or Concierge at least ten (10) business days before the event to coordinate deliveries, loading

dock access, electrical requirements, restrooms, and other logistics. All deliveries and vendor access must utilize the loading dock unless otherwise approved.

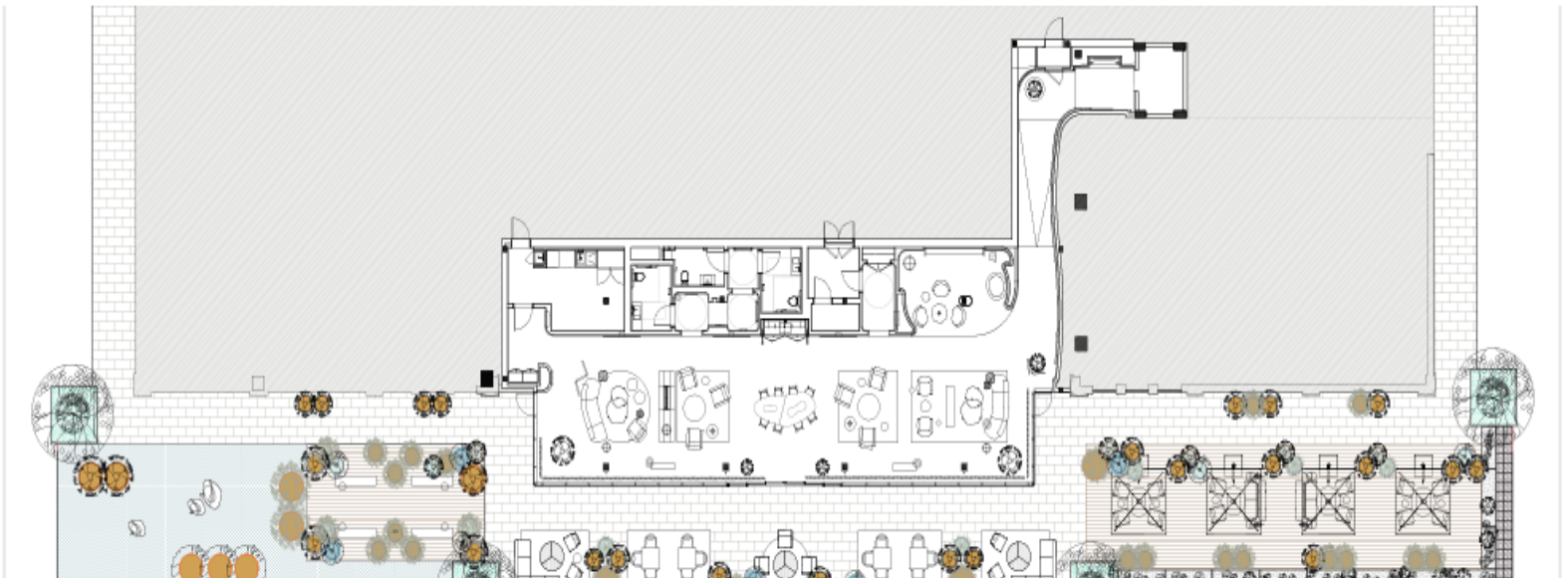
16. **Furniture and Building Property:** Furniture, artwork, televisions, furnishings, planters, decorative accessories, and other building property may not be moved, relocated, covered, or modified without prior approval. Any approved furniture relocation must be performed by an Akridge representative and restored to the approved layout immediately following the event. Failure to do so may result in additional charges.
17. **Building Personnel:** An Akridge representative may be present during events. Additional security personnel may be required based on the size, nature, or timing of the event, and any associated costs shall be the responsibility of the User.
18. **Music and Dancing:** Only background music may be played before 7:00 p.m., Monday through Friday. Dancing is permitted provided an approved dance floor is supplied by the User.
19. **HVAC:** HVAC service requested outside normal building operating hours will incur additional charges.
20. **Parking:** Parking arrangements must be made directly with Atlantic Parking Services at least four (4) weeks prior to the event.
21. **Occupancy:** Attendance shall not exceed the approved occupancy limits of **97 occupants in the Penthouse** and **400 occupants in the Atrium**. The John Akridge Management Company reserves the right to deny entry once occupancy has been reached.
22. **Guests:** Guests must wear shoes at all times. Pets and animals are prohibited except for service animals as defined by applicable law.
23. **Cooking Equipment:** Cooking equipment, grills, fryers, propane tanks, charcoal, and other heat-producing appliances are prohibited unless specifically approved in writing by The John Akridge Management Company.
24. **Rooftop Safety:** Guests shall remain within designated event areas at all times. Climbing, sitting, or placing objects on guardrails, parapets, planters, or other building features is prohibited.
25. **Weather:** For rooftop events, the User acknowledges that outdoor areas are subject to weather conditions. The John Akridge Management Company does not guarantee rooftop access during inclement weather or unsafe conditions.
26. **Event Conduct:** The User shall ensure that guests conduct themselves in an orderly manner. Any activity that disrupts building operations, violates applicable laws, exceeds occupancy limits, creates unsafe conditions, or otherwise violates these Rules and Regulations may result in immediate suspension or termination of the event.
27. **Personal Property:** The John Akridge Management Company shall not be responsible for lost, stolen, or damaged personal property belonging to the User, vendors, or guests.
28. **Cancellations:** Event cancellations must be submitted in writing. The User remains responsible for all costs incurred before cancellation, including staffing, engineering, security, cleaning, and vendor expenses.

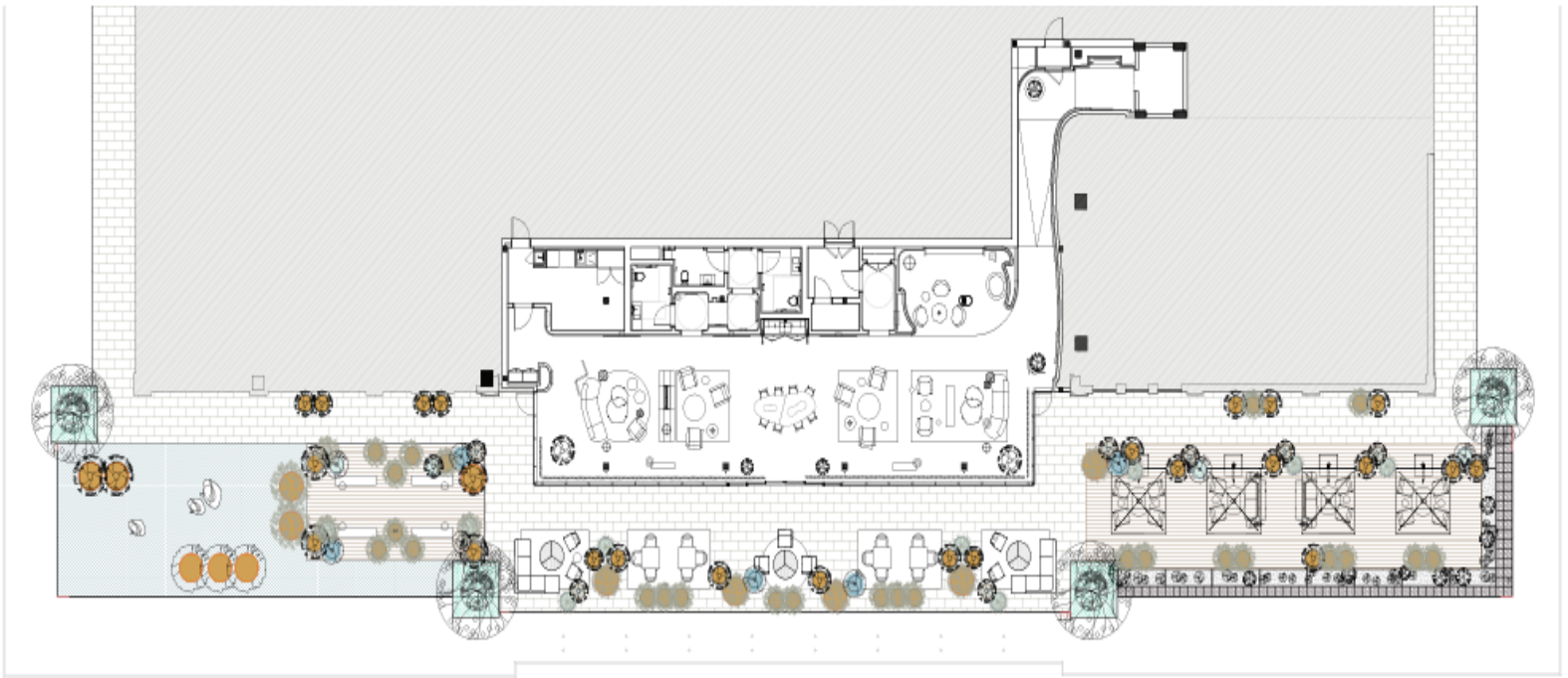
1. **ANY VIOLATION OF THESE RULES AND REGULATIONS WILL VOID AGREEMENT BETWEEN THE JOHN AKRIDGE COMPANY AND THE USER.**

Attachment 2
The Homer Building Atrium/Rooftop Description

Usable Area:	10,000 s.f. on main atrium floor (see attached floor plan).	**Loading Area:**	Accessible from G Street between 12th and 13th Streets. The loading dock is in the rear of the building.
Atrium Standing Capacity:	400 people	**Building Access:**	Special event entrance is on 13th Street through the main lobby. Emergency exits are on F and G Streets.
Atrium Seating Capacity:	300 people	**Atrium Restrooms**	Men's and Women's restrooms are available on the second floor (south); accessible by the elevators and main staircase.
Rooftop Standing Capacity:	265 people	**Rooftop Restrooms:**	There are three single stall restrooms located on the interior of the amenity as well as Men's and Women's in the Penthouse vestibule on the north side only.
Rooftop Seated Capacity Interior and Exterior	72		
Furniture:	Interior Amenity: 2 Sofas 8 Hightop Chairs Around Island 12 Club Chairs 5 Coffee Tables 12 Accent Tables Exterior Amenity:	**Electrical Outlets:**	Both atrium and rooftop have limited 120 volt, 20 amp electrical outlets.

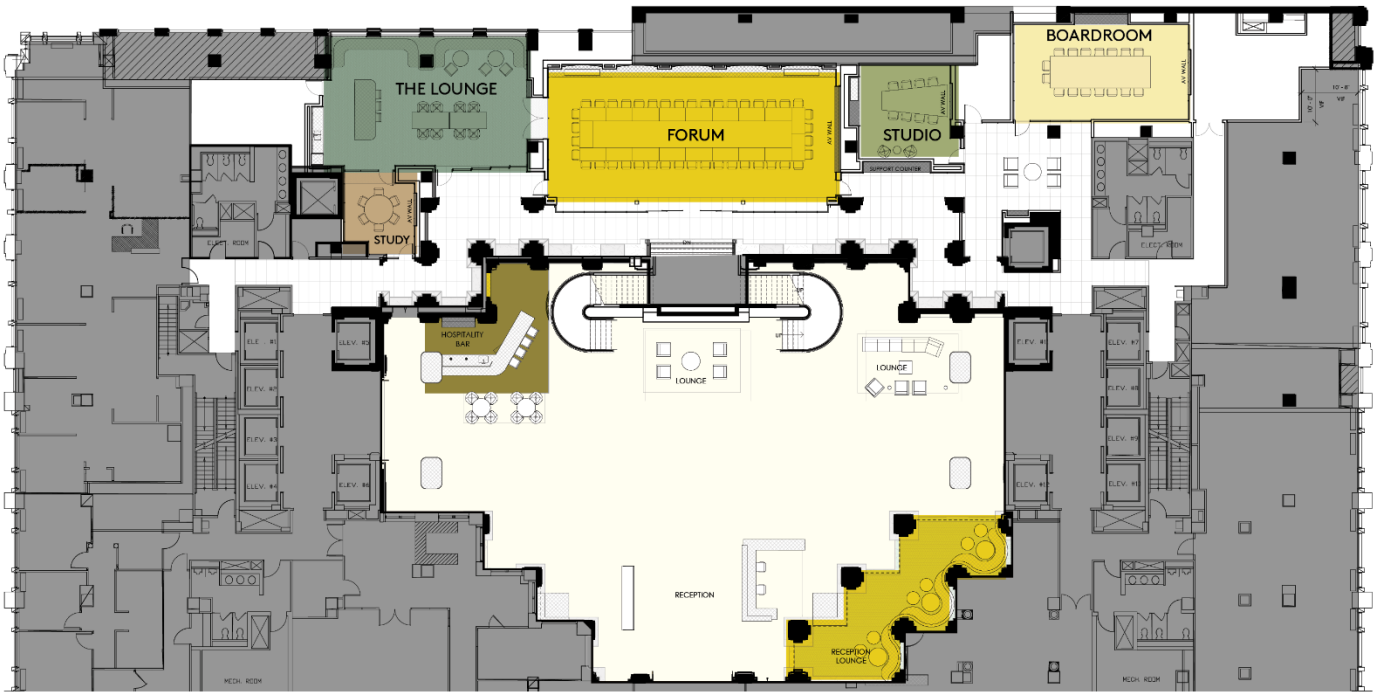
4 Tables w/umbrella
cover
2 Sectional Couches
2 Standard Couches
16 Club Chairs
3 Coffee Tables
4 table & chair sets with
3 chairs each

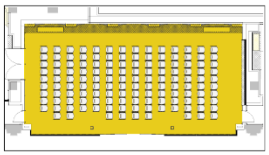




G Street

F Street

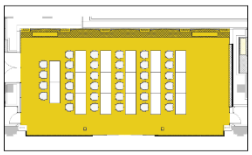




Auditorium Style

Seats: 135 | Tables: 0

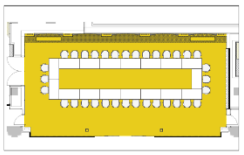
Max Occupants: 135



Classroom Style

Seats: 34 | Tables: 17

Max Occupants: 34



Conference Style

Seats: 34 | Tables: 19

Max Occupants: 34