

Attachment I



**FIRST AMENDMENT TO BYLAWS
FOR
DC USA CONDOMINIUM**

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

WITNESSETH:

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

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

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

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

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

A. Amendments to Bylaws:

1. Section 3.1(y) of the Bylaws shall be amended by inserting a period after the word "Bylaws" and deleting the remainder of the text of this subsection (y).

2. Section 3.2(c)(ii) of the Bylaws shall be amended to insert an additional reference as follows:

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

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

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



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

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

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

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

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

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

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

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

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

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

Section 11.5. Anti-Deficiency Act Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11.6. Home Rule Provisions.

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

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

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

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

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

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

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

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

B. General Provisions:

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

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

[END OF DOCUMENT. SIGNATURE NEXT PAGE]

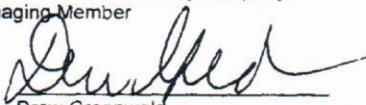
IN WITNESS WHEREOF, GRID Urban Ventures III, LLC, a New York limited liability company, a Managing Member of USPDC, LLC, a New York limited liability company, Managing Member of DC USA Management Co. LLC, a Delaware limited liability company, Manager and Sole Member of DC USA Operating Co., LLC, a New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

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

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

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

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

By: 
Drew Greenwald
Managing Member

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

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

By: _____
David L. Picket
Member

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

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

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

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

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

By: _____
Drew Greenwald
Managing Member

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

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

By: 
David L. Picket
Member

COUNTY OF New York

STATE OF NEW YORK, to wit:

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

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

Eileen M. Gagliano
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

EILEEN M. GAGLIANO
Notary Public, State of New York
No. 01GA5036550
Qualified in Kings County
Commission Expires March 30, 2011

COUNTY OF New York

STATE OF NEW YORK, to wit:

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

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

Sheila Curtin
Notary Public

My commission expires: _____

[NOTARIAL SEAL]

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

CONSENTED TO AND APPROVED:

UNIT OWNERS ASSOCIATION OF THE DC USA CONDOMINIUM, INC.

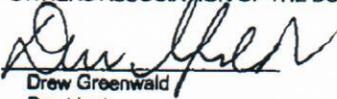
By: 
Drew Greenwald
President

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

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

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

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

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

Appendix A
to
Bylaws for DC USA CONDOMINIUM

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

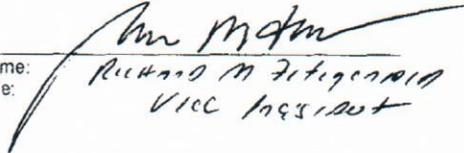
On this 23 day of October, 2008, the undersigned, Verdugo Trustee Service Corporation, Trustee under that certain Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing, dated February 15, 2006, securing Citicorp USA, Inc. ("Lender"), recorded on February 16, 2006, among the land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

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

VERDUGO TRUSTEE SERVICE CORPORATION

By:

Name:
Title:


Richard M Fitzgerald
Vice President

State of California)
County of San Francisco) ss:

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

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

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

My Commission Expires:



APPENDIX A-1

BENEFICIARY'S AUTHORIZATION TO TRUSTEE

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

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

CITICORP USA, INC.

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

District of Columbia
} ss:

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

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

Marilyn McKinnon
Notary Public
[Notarial Seal]

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

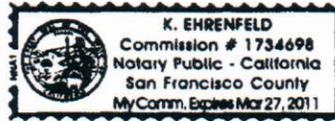
State of California)
County of San Francisco) ss:

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

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

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

My Commission Expires:



Appendix B, page 2

APPENDIX B-1

BENEFICIARY'S AUTHORIZATION TO TRUSTEE

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

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

CITICORP NORTH AMERICA, INC.

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

District of Columbia
} ss:

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

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

Marilyn McKinnon
Notary Public
[Notarial Seal]

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

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

RECORDING SURCHARGE \$ 125.00
\$ 6.50

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TCC

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007-5789

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