DETERMINATION & FINDINGS
FOR
SOLE SOURCE PROCUREMENT

Purchasing Agency: Department of General Services

Caption: FY19 Parking Maintenance, Operations and Management

Contractor: U Street Parking, Inc.

FINDINGS

1. AUTHORIZATION:

D.C. Official Code §2-354.04 and Title 27 DCMR 4718

2. MINIMUM NEED:

The District of Columbia, Department of General Services ("Department" or "DGS") Portfolio Management Division has an immediate need for an experienced Operator maintenance, operator and parking manager of surface parking facilities; that will integrate well presently District controls a certain parcel of real estate upon which a parking facility of approximately seventeen (17) parking spaces, specifically for fleet vehicle parking management. The Department has a need to establish a complete maintenance, operations management solution based on the requirement for routinely maintain the parking lot provided in good operating condition and repair, and manage, on behalf of District, equipment and supplies necessary for the operation of the Premises.

3. ESTIMATED FAIR AND REASONABLE PRICE:

The estimated fair and reasonable price to provide the required services in FY19 is approximately $24,969.60 (Twenty-Four Thousand, Nine Hundred Sixty-Nine Dollars and sixty cents).

4. FACTS WHICH JUSTIFY A SOLE SOURCE PROCUREMENT:

Through market research DGS identified U Street Parking, Inc. as parking management that provides an experienced maintenance, operator and manager of parking facilities that could manage DGS fleet parking lot solution; U Street Parking, Inc. currently has a license agreement for the adjacent surface lot with DGS. U Street Parking is the only parking
provider with control of the surface parking lot adjacent to the current fleet vehicle lot to allow an economy of scale for better integration between both lots.

Because of the scope of this requirement, only U Street Parking, a local certified business partner can provide the inventory management system solution required.

U Street Parking is the only Parking Maintenance, Operation and Parking Manager in the District of Columbia with an active License Agreement with the DGS for the adjacent parking lot. (See Attachment A)

No other Contractor possesses this License Agreement, thus U Street Parking, Inc. is the only contractor that can provide these service.

5. CERTIFICATION BY THE INTERIM ASSOCIATE DIRECTOR OF PORTFOLIO MANAGEMENT DIVISION

I hereby certify that the above findings are true, correct and complete.

Date ___________________________  Ikeogu Imo | Interim Associate Director

6. CERTIFICATION BY CONTRACT SPECIALIST

I hereby certify that the above findings are true, correct and complete.

Date ___________________________ Karen J. Araujo | Contract Specialist

7. CERTIFICATION BY THE CONTRACTS AND PROCUREMENT ASSOCIATE DIRECTOR/ CHIEF CONTRACTING OFFICER

I have reviewed the above findings and certify that they are sufficient to justify the use of the sole source method of procurement under the cited authority. I certify that the sole source notice of Intent to Award a Sole Source Contract was published in accordance with Section 404(c) of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code §2-354.04) and that no response was received. As the Chief Contracting Officer at the Department of General Services, I approve the use of the sole source procurement method for this requirement.

Date ___________________________ George G. Lewis, CPPO
Associate Director | Chief Contracting Officer
Attachment A
License Agreement
LICENSE AGREEMENT

THIS AGREEMENT IS A LICENSE TO OCCUPY SPACE. IT IS NOT A LEASE AND DOES NOT CREATE ANY LEASEHOLD INTEREST OR LEASEHOLD RIGHTS. LICENSOR AND LICENSEE SPECIFICALLY DISCLAIM ANY INTENTION TO CREATE ANY LEASEHOLD INTEREST OR LEASEHOLD RIGHTS, OR ANY RELATIONSHIP OF LANDLORD AND TENANT, THROUGH THIS AGREEMENT.

THIS LICENSE AGREEMENT (this “License”) is made and entered into as of the 16th day of March, 2018 (the “Effective Date”) by and between DISTRICT OF COLUMBIA, a municipal corporation, acting by and through its Department of General Services (“Licensor” or the “District”), and U STREET PARKING INC., a District of Columbia corporation (“Licensee”). Licensor and Licensee may each be referred to herein as a “Party”, and collectively as “Parties”.

WITNESSETH:

WHEREAS, Licensor owns or controls that certain real property with a street address of 490 2nd Street, SW in Washington, D.C., known for real property tax and assessment purposes as Square 0538, Lot 0048 (the “Property”);

WHEREAS, Licensee has requested the use of that certain portion of the Property set forth on “Exhibit A” attached hereto and made a part hereof (the “License Premises”); and

WHEREAS, Licensor is willing to allow Licensee to use the License Premises solely for the operation of a first-class surface parking lot available for use by the general public (the “Permitted Use”) on and subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Header, Recitals and Exhibits.** The foregoing header and recitals are hereby incorporated into this License to the same extent as if set forth herein in full, and are made a part hereof. All exhibits annexed hereto are incorporated herein and made a part hereof.

2. **License; Term; Termination.**

   (a) **Term.** Subject to the terms provided herein and all Laws (as defined in Section 11(b) hereof), Licensor grants Licensee during the term of this License an exclusive license to use the License Premises for the Permitted Use 24-hours per day each day of the License Term (the “Permitted Hours”). This License shall commence on the Effective Date and, unless earlier terminated in accordance with this License, expire at 11:59 p.m. on the day that is 5 calendar years following the Effective Date; provided, however, if Licensee is not then in default under this License, Licensee shall have four (4) options to extend the then existing term of this License by one (1) year,
each with a 3% escalation in the License Fee, and each of which must be exercised by giving Licensor not less than 90-days’ prior written notice before the end of the then existing expiration date (such initial or extended expiration date or date of earlier termination, being the “Expiration Date”, and the period between the Effective Date and the Expiration Date being the “License Term”). LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT NO RIGHT, TITLE, OR INTEREST IN REAL PROPERTY IS BEING CONVEYED BY LICENSOR TO LICENSEE UNDER THIS LICENSE.

(b) **Termination.** Notwithstanding anything to the contrary contained in this License, each Party may terminate this License, for any reason or no reason, at any time, upon sixty (60) days prior written notice to the other Party. Upon the Expiration Date, Licensee shall (i) vacate the License Premises; (ii) return the License Premises to Licensor in broom-clean condition and good order and condition; (iii) surrender to Licensor all keys to or for the Property and the License Premises; and (iv) remove all personal property of Licensee and Licensee’s officers, directors, members, agents, contractors, subcontractors, licensees, invitees, customers and employees (collectively, “Licensee’s Agents”) from the License Premises. Licensee shall repair any damage to the License Premises or the Property caused by such removal, at its sole cost and expense. If Licensee fails to timely remove Licensee’s and Licensee’s Agents’ property, (A) it shall be considered as abandoned, and shall become the property of Licensor, or (B) Licensor may have such property removed and disposed of at the sole cost, expense and risk of Licensee. The provisions of this Section 2(b) shall survive the Expiration Date.

(c) **Intentionally deleted.**

(d) **Continuous Operation.** Licensee shall operate the entire License Premises for the Permitted Use continuously and uninterruptedly during the License Term, subject to periods of closure due to force majeure, the improvement of the License Premises pursuant to Licensee’s Work, and such other periods of closure and hours of operation as may be consistent with standard commercial practices of a first-class public parking lot available for use by the general public.

3. **License Fee.**

(a) **Fee.** Commencing on the Effective Date, Licensee shall pay to Licensor, without demand, abatement, deduction or offset, in lawful money of the United States, a monthly license fee in the amount of $3,174.90 (the “License Fee”), payable on or before the 1st day of each calendar month, in advance; provided, however, that if the Effective Date or the Expiration Date is a date other than the first day of a calendar month, then the License Fee for such month payment shall be prorated based upon the number of days of the License Term in such month, and the number of calendar days in such month; and, provided further, that the License Fee shall be subject to escalation pursuant to Section 2(a). All payments required under this License, including the License Fee, shall be payable to Licensor using the following wire transfer/ EFT instructions:
(b) **Taxes.** Licensee shall be responsible for the payment of all taxes, charges and fees, if any, that may be imposed on this License or on Licensee’s use of the License Premises by any federal or local governmental authority. If any such amount shall be required by law to be paid by Licensor, Licensee shall pay such amount to Licensor at least 30 days in advance of the date Licensor is required to pay such amount, which payment shall be accompanied by copies of the corresponding tax bills or assessments.

(e) **Late Payment.** All Licensee Fee payments and other sums payable to Licensor by Licensee pursuant to this License shall be deemed delinquent if not paid within 10 business days of the due date and shall be paid by Licensee with interest on the delinquent amount for each day of delinquency at a rate equal to the lesser of (i) one and one-half percent (1.5%) per month, compounded monthly, or (ii) the highest lawful rate of interest.

(f) **Licensee’s Work.** Licensee may improve the License Premises, including the making of any alterations and changes to the License Premises that are customary with ‘as-new’ first class surface parking lots, and Licensee shall ensure that the License Premises complies with all applicable building codes, safety ordinances, and is or becomes otherwise suitable to enable Licensee to use the License Premises for the Permitted Use, all of such improvements hereinafter referred to as the “Licensee’s Work”, which shall be an “Alteration” hereunder. Any Licensee’s Work shall be performed by Licensee in accordance with detailed plans and specifications, to be prepared by Licensee’s licensed architect and provided to Licensor in one (1) set of blue line plans (and digital CAD file) for parking lot design, all of which shall be submitted to the District on or before the plan submittal dates that are set forth in the Schedule (defined below), for Licensor’s written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Licensee shall submit to Licensor a proposed scope of work for any Licensee’s Work setting forth in detail the work to be performed (the “Scope”), together with an estimated schedule therefor (the “Schedule”), and an estimated budget therefor (the “Budget”), all of which for Licensor’s written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Such approved Scope, Schedule, and Budget may be modified at any time or times only with Licensor’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Licensee shall perform and complete the Licensee’s Work in accordance with the timelines and dates set forth in the approved Schedule. Licensee’s Work shall be in accordance with all Laws, including without limitation Title 6, Chapter 14A of the D.C. Official Code entitled “Green Building Requirements”, as the same may be amended, supplemented, or recodified from time to time.

(g) **License Fee Credit.** Licensee shall be entitled to a credit against the License Fee in an amount equal to Licensee’s Work Costs (hereinafter defined) during the License Term subject to the terms and conditions contained herein (the “Fee Credit”);
provided that, on the date that Licensee submits a request for the Fee Credit, Licensee: (i) is not then in default under this License; (ii) has incurred at least $20,000.00 in Licensee’s Work Costs; and (iii) provides a Final Accounting (hereinafter defined). Under no circumstances and in no event shall Licensor remit to Licensee any amounts based on the Fee Credit, as the Fee Credit constitutes a credit against the License Fee that is due and payable. The Fee Credit shall be applied over no more than a 36-month period; provided, however, that the maximum amount of any Fee Credit applied against the License Fee during any month shall not exceed 50% of the actual monthly License Fee due and payable during that month. As such, pursuant to the foregoing, the total Fee Credit may not exceed $57,148.20. “Licensee’s Work Costs” means the lesser of (A) the actual costs for the Licensee’s Work as set forth on a final accounting, which shall be on an “open book” basis (the “Final Accounting”), or (B) the budgeted construction costs of performing the Licensee’s Work to the License Premises (as set forth in the approved Budget).

(h) CBE Requirements. Within 30 days following the Effective Date, Licensee shall enter into an agreement with the District of Columbia, by and through its Department of Small and Local Business Development, which shall require Licensee to, at a minimum, contract with Certified Business Enterprises for at least thirty five percent (35%) of the contract dollar volume of budgeted construction costs for Licensee’s Work (as set forth in the approved Budget), and shall require at least twenty percent (20%) equity and twenty percent (20%) development participation of Certified Business Enterprises (or such other greater amounts, as required by law).

(i) First Source Requirements. Within 30 days following the Effective Date, Licensee shall enter into a First Source Agreement with the District of Columbia, by and through its Department of Employment Services, in a form mutually acceptable to the parties thereto.

4. Right of Licensor’s Entry. So long as Licensor does not materially adversely affect Licensee’s use of the License Premises, Licensee shall permit Licensor or its designees to enter any and all parts of the License Premises to inspect the same, make any repairs or alterations thereto that Licensor deems necessary, and to perform any governmental functions; provided, however, that in the event of an emergency, Licensor may enter the License Premises immediately at any time, and make such inspection and repairs as Licensor deems necessary without regard to the effect on Licensee’s use of the License Premises.

5. Condition of License Premises. Licensee accepts the License Premises in its “AS IS”, “WHERE IS”, “WITH ALL FAULTS” condition as of the Effective Date, with no representations or warranties by Licensor whatsoever as to the condition of the License Premises, or of the suitability of the License Premises for the Permitted Use. Licensee assumes all risk of loss, damage or personal injury resulting from the entry on the License Premises, use of the License Premises, or placement of any personal property in, on or about the License Premises, by Licensee or any of Licensee’s Agents.
6. **Repairs, Maintenance, and Security.**

(a) **Licensor Responsibilities.** Licensor shall have no obligation to perform any maintenance, repairs or replacements to the License Premises under this License.

(b) **Licensee Responsibilities.** Licensee shall have the following responsibilities:

i. Licensee, at its sole cost and expense, shall maintain the License Premises in good order, condition and repair, and shall keep the License Premises safe, clean, presentable, sanitary and orderly, and otherwise maintained at the level of a first-class surface parking lot, including but not limited to: (A) cleaning and removing trash and other debris from the License Premises on a daily basis (including providing for appropriate recycling bins and programs); (B) providing the necessary security for the protection of human life, the prevention of loss of property and the detection/reporting of any criminal activity on the License Premises during the License Term; and (C) the removal of snow and ice wherever it may accumulate on the License Premises as necessary for the safe operation of the parking lot and the safety of the users thereof, surrounding areas, and pedestrians.

ii. Licensee shall be responsible for making all Nonstructural Repairs and Maintenance to the License Premises at the level of a first-class surface parking lot.

iii. Licensee shall be responsible for making Structural Repairs and Capital Repairs to the License Premises at the level of a first-class surface parking lot.

(c) **Definitions.**

i. "**Nonstructural Repairs and Maintenance**" means repairs and maintenance that do not relate to the underlying structure of the License Premises, including but not limited to the installation, repair, replacement or maintenance of the following items: security equipment; locks; fixtures; light bulbs; electrical outlets and covers; electronic equipment; alterations; and all other routine maintenance of the License Premises that is of a nonstructural or non-capital nature.

ii. Intentionally deleted.

iii. "**Capital Repairs**" means any repair or replacement the cost of which is required to be capitalized under generally accepted accounting principles.
iv. "Structural Repairs" means any repair or replacement to the underlying structure of the License Premises, including the underlying structure thereof and any improvements thereon, and includes all Capital Repairs.

(d) Mechanic’s Liens. Licensee shall promptly pay all persons who have provided labor, materials or services to or for the benefit of Licensee at the License Premises (each, a “Contractor”). Licensee shall not allow any mechanic’s or other lien to attach against the License Premises or the Property in connection with any such work or materials provided or alleged to have been provided to or for the benefit of Licensee at the License Premises (each, a “Lien”). Licensor shall have the right, at Licensee’s sole cost and expense, to record and post notices of non-responsibility for payment of any Contractor. If any Lien shall be filed against the License Premises or the Property, Licensee shall cause the same to be discharged of record or bonded to the satisfaction of Licensor within 30 days after the filing thereof. If Licensor fails to timely discharge or bond any such lien, Licensor, in addition to all other rights and remedies provided in this License or at law or in equity, may bond or pay-off such lien without inquiring into the validity thereof, and all expenses incurred by Licensor in so discharging such lien, including attorneys’ fees, shall be paid by Licensee to Licensor with the next monthly installment of the License Fee after Licensor delivers notice thereof to Licensee, which notice shall be accompanied by detailed invoices evidencing all costs and expenses, including attorneys’ fees, incurred by Licensor in connection therewith.

7. Utilities. Licensee shall be solely responsible for the cost of any utilities used at the License Premises, and any utility accounts or hookups used by Licensee shall be in Licensee’s name. Licensee shall not connect to any utilities on the License Premises or the Property without Licensor’s written permission, which may be given or withheld in Licensor’s sole discretion. Licensor makes no representations or warranties whatsoever as to the availability of any utilities at the License Premises or the Property.

8. Failure to Vacate. Licensee hereby expressly waives any notice to quit that may now or hereafter be required by law. If Licensee does not timely vacate the License Premises pursuant to Section 2 above, (a) Licensee shall be liable to Licensor for, and Licensor may pursue a separate action for, any and all damages that Licensor may suffer as a result of such breach by Licensee, including, but not limited to, reasonable attorneys’ fees and consequential damages; (b) Licensee authorizes Licensor, on behalf of Licensee, to consent immediately to judgment being entered against Licensee in any suit for possession of the License Premises filed by Licensor and to obtain a Writ of Possession for the License Premises from a court of competent jurisdiction (a “Writ”); and (c) Licensee hereby waives any right to object to or contest Licensor’s filing of any suit for possession of the License Premises or the issuance of a Writ to Licensor at any time after the Expiration Date. Licensee acknowledges that Licensor may be represented by the Office of the Attorney General for the District of Columbia ("OAG") in connection with the pursuit of Licensor’s remedies in connection with this License and, in such event, the attorney’s fees of Licensor shall be calculated based on the then applicable hourly rates established in the most current Laffey matrix prepared by the Civil Division of the United States Attorney’s Office for the District of Columbia. In the event that the Laffey matrix is no
longer utilized by OAG, reasonable attorneys’ fees shall be calculated based on an equivalent amount that a private firm of comparable size to OAG in the Washington, D.C. area would have charged for such representation based on the number of hours that OAG staff prepared for or participated in any such litigation. The provisions of this Section 8 shall survive the Expiration Date.

9. **Indemnification and Insurance.**

   (a) **Indemnification.** Except to the extent arising out of the negligence or willful misconduct of Licensor or Licensor’s agents, employees, officers and directors (collectively, the “Indemnitees”), as determined by the judgment of a court of competent jurisdiction, Licensee shall save, indemnify, hold harmless and defend Licensor and the Indemnitees against any and all claims, suits, liabilities, damages and judgments, including, without limitation, reasonable attorney’s fees and litigation costs, arising out of, resulting from, or relating to: (i) any acts or omissions of Licensee or of Licensee’s Agents on, at, in or upon the License Premises or the Property, (ii) Licensee’s or Licensee’s Agents use of the License Premises or the Property, (iii) any breach of this License by Licensee, or (iv) any other cause whatsoever. If any claim, action or proceeding is brought against Licensor or the Indemnitees, upon written notice from Licensor, Licensee shall, at its sole cost and expense, resist or defend such claim, action or proceeding by legal counsel approved in writing by Licensor (subject to any conflicts of interest, Licensor approval of legal counsel shall not be required where such claim, action or proceeding is resisted or defended by counsel of any insurance carrier that is obligated to resist or defend the same). The provisions of this Section 9(a) shall survive the Expiration Date.

   (b) **Insurance.** Licensee shall, at its sole cost and expense, procure and maintain during the License Term the insurance set forth below (and beyond the Expiration Date where set forth below). Licensee shall submit to Licensor certificates of insurance and endorsement pages evidencing all of the insurance coverage required herein prior to the Effective Date of this License, and upon request during the License Term and any applicable period following the License Term. Licensee shall cause all policies required hereunder to be primary and non-contributory with any other insurance maintained by the District of Columbia, if any. In addition, all insurance policies required hereunder shall be endorsed to provide (i) the “District of Columbia, as its interests may appear” as a loss payee on all Property Insurance policies and an additional insured on all other insurance policies, excluding Workers’ Compensation Insurance and Employer’s Liability Insurance; (ii) a waiver of subrogation in favor of the District of Columbia (excluding Workers’ Compensation Insurance and Employer’s Liability Insurance); and (iii) that Licensor be given 10 days’ prior written notice in the event of a cancellation due to non-payment of premium and 30 days’ prior written notice in the event that the stated limit on any declarations page of any policy is reduced by endorsement (or if such policy is otherwise canceled prior to the expiration date shown on its declarations pages). In no event shall Licensee occupy the License Premises until such required insurance evidence has been provided to, and accepted by, Licensor. Licensor’s review or approval of any certificates of insurance, endorsements or other
documents provided under this *Section 9(b)* are for Licensor’s benefit only, and any such review or approval by Licensor shall not be deemed to constitute confirmation or ratification that Licensee has satisfied, or a waiver of, the insurance requirements under this *Section 9(b)*. All insurance shall be written with financially responsible insurance companies authorized to do business in the District of Columbia that have an A.M. Best Company rating of A-VIII or higher. Licensee shall require all of its contractors and subcontractors performing work on the License Premises to carry the same insurance that is required herein. If a contractor or subcontractor of Licensee fails to acquire any such insurance, Licensee shall provide such insurance coverage for such contractor or subcontractor and its work at the License Premises at its sole cost and expense. Licensor reserves the right to modify or increase Licensee’s insurance requirements hereunder in the event that such modification or increase is deemed necessary by Licensor. Licensee will be afforded a 60-day period to comply with any such modification or increase.

A. Licensee shall obtain and carry:

1. Commercial General Liability Insurance coverage (ISO form or equivalent) on a per occurrence (not claims-made) basis with a minimum combined single limit of $2,000,000 and a general aggregate limit of $5,000,000, which includes bodily injury and property damage (including but not limited to premises-operations), broad form property damage, products and completed operations, personal and advertising injury, and contractual liability and independent contractors coverage;

2. “Special Form” Property Insurance (ISO form or equivalent) covering the License Premises, any improvements thereto or located thereon, and Licensee’s property thereon, written for at least the full replacement cost thereof with a deductible of not more than Five Thousand Dollars ($5,000.00);

3. Automobile Liability Insurance covering all owned, hired or non-owned motor vehicles used in conjunction with this License. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage;

4. Workers’ Compensation Insurance in accordance with the statutory requirements of the District of Columbia;

5. Employer’s Liability Insurance for occurrence (not claims-made) coverage as follows: $1,000,000 per accident for injury, $1,000,000 per employee for disease, and $1,000,000 for the policy disease limit.;

6. Professional Liability Insurance (or Errors & Omissions Insurance) for occurrence (not claims-made) coverage covering liability
resulting from any error or omission related to this License, or the activities or business operations of Licensee, Licensee’s Agents, or Licensee’s contractors while using the License Premises. Licensee shall ensure that such policy shall provide limits of $2,000,000 per occurrence for each wrongful act and $10,000,000 in annual aggregate coverage;

7. Umbrella or Excess Liability Insurance (over and above the required employer’s liability, general liability, environmental liability, and automobile liability insurance coverages) in the amount of $2,000,000 per occurrence;

8. Environmental Liability Insurance covering costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. Such policy shall provide a minimum of $1,000,000 in coverage per incident and $2,000,000 in the aggregate;

9. Builder’s Risk Insurance covering the replacement value of any improvements to the Property, including any improvements added by the Licensee’s Work, with a deductible of no greater than $25,000.00;

10. Garagekeepers’ Liability Insurance coverage on a per occurrence (not claims-made) basis with a minimum combined single limit of $2,000,000; and

11. other policies of insurance covering other insurable perils which are customarily insured against in the case of comparable commercial properties in the District of Columbia (including flood insurance if the Property is within a flood hazard area) and in such amounts as may from time to time be reasonably required by Licensor, or as may be otherwise required by law.

B. **Duration.** Licensee shall carry all insurance required hereunder throughout the License Term. In addition, Licensee shall carry the required Commercial General Liability Insurance, Professional Liability Insurance and Employer’s Liability Insurance for 5 years following the Expiration Date if such policies are for “claims-made” coverage rather than “occurrence” coverage.

C. **Liability.** This Section 9(b) contains the minimum insurance requirements established by Licensor under this License. HOWEVER, SUCH MINIMUM INSURANCE REQUIREMENTS SHALL NOT
IN ANY WAY LIMIT LICENSEE’S LIABILITY UNDER THIS LICENSE, AT LAW, OR IN EQUITY.

D. Licensee’s Property. Licensee is solely responsible for any loss or damage to its personal property and that of Licensee’s Agents at the License Premises.

E. Payment. Licensor shall not be required to make any payment for any insurance required hereunder. Licensee shall bear the cost of all insurance required hereunder.

F. Notification. Notwithstanding anything to the contrary, Licensee shall immediately provide Licensor with written notice in the event that its insurance coverage has or will be substantially changed, cancelled or not renewed, and shall provide updated or new certificates of insurance and declarations and endorsement pages to Licensor promptly thereafter.

G. Disclosure. Licensee agrees that Licensor may disclose information about Licensee’s insurance, including but not limited to the name and contact information of its insurers, to any third party.

H. Waiver of Right of Recovery. Licensee hereby waives, and releases Licensor and the Indemnitees of and from, any and all rights of recovery, claims, or causes of action, whether by subrogation or otherwise, against Licensor or the Indemnitees, for any liability, loss or damage that may occur at or to the License Premises or the Property, or that may occur to Licensee’s property or the property of Licensee’s Agents, any improvements or Alterations to the License Premises (regardless of the cause or origin of such loss or damage, including but not limited to the negligence of Licensor or of any of the Indemnitees), which loss or damage is insured against hereunder (or that is required to be insured against hereunder). Licensee shall immediately give written notice of the terms of the waivers of subrogation contained herein to each insurance company providing insurance to Licensee, and shall cause any and all insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverage by reason of such waivers of subrogation.

10. Limitations of Licensor’s Liability. Except to the extent arising out of the negligence or willful misconduct of Licensor or the Indemnitees, as determined by the judgment of a court of competent jurisdiction, Licensor shall not be liable to Licensee or Licensee’s Agents for any loss, damage, compensation or claim arising out of: (a) repairing or performing any work on any portion of the License Premises; (b) any interruption in Licensee’s use of the License Premises; (c) any accident or damage resulting from the use of the License Premises by Licensor, Licensee, Licensee’s Agents or any other person or persons whatsoever; (d) the termination of
this License by reason of the destruction of the License Premises or Licensor’s exercise of its right to terminate this License as provided in this License or by applicable law; (e) any fire, robbery, theft, criminal act and/or any other casualty; (f) any leakage or flooding in any part of the License Premises, or from any water, rain or snow that may enter on or flow from any part of the License Premises, or flow in or from drains, pipes or plumbing work at the License Premises; or (g) any other cause whatsoever. Licensee expressly agrees that any and all goods, personal property or personal effects, stored or placed by Licensee or Licensee’s Agents in, on or about the License Premises shall be done so at the sole and complete risk of Licensee, with no liability on the part of Licensor or the Indemnitees whatsoever.

11. **General Covenants.** Licensee, at its sole cost and expense, shall:

(a) conduct its business in all respects in a commercially reasonable manner by employing reputable business standards and practices, including the posting of any and all appropriate signage necessary for a parking lot used by the general public;

(b) comply with all statutes, laws, rules, orders, regulations and ordinances of any jurisdiction or governmental authority that affect the License Premises or the Property, and/or Licensee’s or Licensee’s Agents’ use of any part thereof or Licensee’s or Licensee’s Agents’ activities therein or thereon (collectively “Laws”), including obtaining any and all permits or licenses required to operate the License Premises for the Permitted Use;

(c) report in writing immediately to Licensor any and all known incidents involving injury to persons or damage to property at the License Premises or the Property;

(d) provide keys or access cards to Licensor for every door within the License Premises so that Licensor may have full access to all doors and locked portions of the License Premises; and

(e) abide by any building or other rules which Licensor may issue from time to time.

12. **Use of the License Premises.** Licensee shall not, and shall cause Licensee’s Agents to not:

(a) allow food or beverages to be sold at the License Premises;

(b) use, or permit the use of, any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, and reception of radio and television broadcasts within the License Premises which is in any manner audible or visible outside of the License Premises, as determined by Licensor in its sole but reasonable discretion;
(c) permit accumulations of garbage, trash, rubbish, or other refuse within or without the License Premises;

(d) cause or permit objectionable odors to emanate or be dispelled from the License Premises;

(e) allow solicitations in or on the License Premises;

(f) allow the use of, or bring into the License Premises, any weapons, explosives, firecrackers, alcoholic beverages, and/or illegal substances;

(g) conduct or permit any activities on the License Premises that might constitute a public or private nuisance;

(h) sell any paraphernalia on the License Premises;

(i) dig or excavate on the License Premises;

(j) engage in any activity on the License Premises that is illegal or prohibited by Laws;

(k) exchange monies or funds on the License Premises (other than collecting fees to permit third parties to park within the License Premises);

(l) permit any hazardous material to be brought upon the License Premises;

(m) kindle, burn, maintain, or use fire, or an open heating element, in any place, portable receptacle, or grill on the License Premises;

(n) leave, throw away, or toss any lighted match, cigar or cigarette, hot coals, or other flammable material on, at, or within 500 feet of, the License Premises;

(o) engage in disorderly behavior on the License Premises in a manner that might cause a danger or a nuisance to the public;

(p) urinate or defecate on the License Premises;

(q) drive and/or park vehicles on or adjacent to the Property or License Premises other than in designated driving areas or parking lots, or any other permitted parking spaces;

(r) place or maintain any merchandise on the License Premises;

(s) permit the parking of vehicles or equipment so as to interfere with the proper ingress and egress of any driveway, sidewalk, parking area, public street or alley within or adjacent to the Property or License Premises;
(t) permit smoking within the License Premises (Licensee shall post and maintain in conspicuous places in or at the License Premises a sign or signs as required by Laws stating in substance “NO SMOKING ALLOWED”);

(u) engage in a use, or permit the use, of any portion of the License Premises in a way that exceeds the floor load that the applicable floor was designed to carry (or which is allowed by Laws);

(v) use or occupy the License Premises in any way, or permit anything within or adjacent to the License Premises, that might cause injury in or about, or damage to, the License Premises; and

(w) use or occupy the License Premises in any manner which unreasonably interferes with the use of the Property by other users or occupants.

13. **No Assignment.** This License is personal to Licensee and Licensee shall not sell, assign or in any way transfer it, or Licensee’s use and occupancy of the License Premises, without the prior written consent of Licensor. Any unauthorized assignment of this License, or any purported interest therein, by Licensee in contravention of this provision shall be null and void, and shall cause this License to terminate immediately.

14. **No Alterations.**

(a) Licensee shall not make, or permit anyone to make on its behalf, any changes, alterations, additions or improvements, structural or otherwise, in or to the License Premises (each, an “Alteration”) without the prior written consent of Licensor; provided, however, that Licensee shall have the right to make minor cosmetic improvements to the License Premises, including without limitation striping and resurfacing, as Licensee may elect, without the necessity of securing Licensor’s consent therefor.

(b) If any Alteration is made without the required prior written consent of Licensor, Licensor may correct or remove the same at the sole cost and expense of Licensee. Licensee shall be liable for any and all loss, damage, actual costs or expenses (including, without limitation, reasonable attorneys’ fees and all court costs) incurred by Licensor during or related to such correction or removal.

(c) All Alterations shall, at Licensor’s discretion, immediately become the property of Licensor and shall remain upon and be surrendered with the License Premises (as a part thereof) upon the Expiration Date. If Licensor does not elect that any Alterations installed by Licensee remain upon and be surrendered with the License Premises upon the Expiration Date, Licensee shall remove the same prior to the Expiration Date, and Licensee shall repair any damage caused by such removal, at Licensee’s sole cost and expense, and if Licensee fails to remove the same or fails to repair any damage caused by any such removal, Licensor may remove and repair the
same at Licensee’s sole cost and expense. In such event, Licensee shall reimburse Licensor for the reasonable costs and expenses related to such removal and repair, together with any and all damages related thereto (including, without limitation, reasonable attorneys’ fees and all court costs) that Licensor may incur by reason of such default by Licensee.

(d) The provisions of this Section 14 shall survive the Expiration Date.

15. Default.

(a) It shall be an event of default of Licensor (a “Licensor Default”) if Licensor should fail to perform any obligation of Licensor under this License within 90 days after the date Licensor receives written notice from Licensee setting forth in reasonable detail the nature and extent of the failure, and identifying the applicable License provision requiring such obligation to be performed. Notwithstanding anything in the preceding sentence to the contrary, it shall not be a Licensor Default in the event that Licensor is unable, despite due diligence, to perform such obligation within such 90-day period, and in such event, Licensor shall have such longer period of time as may be necessary for such performance, so long as Licensor should commence such performance within such 90 day period, and thereafter diligently prosecute such performance to completion. In the event of a Licensor Default, Licensee’s sole remedy shall be to terminate this License by giving Licensor not less than 30 days prior written notice thereof.

(b) It shall be an event of default of Licensee (a “Licensee Default”) if Licensee: (i) fails to pay any License Fee or any other amounts due and payable by Licensee hereunder within five (5) calendar days after the required date of payment; or (ii) fails to perform or observe any non-monetary obligation of Licensee under this License within the time period expressly provided for such performance or, if no time period is expressly provided for such performance, within thirty (30) days after the date Licensee receives written notice from Licensor setting forth in reasonable detail the nature and extent of the failure and identifying the applicable License provision requiring such obligation to be performed. In the event of any Licensee Default, Licensor may terminate this License by written notice to Licensee effective immediately as of the date of such notice, and/or pursue any other remedies available to Licensor under this License, at law or in equity, including but not limited to the payment of Licensor’s attorneys’ fees and the payment of any other expenses arising from Licensor’s enforcement of its rights and remedies hereunder.

16. Exclusive Agreement. All understandings and agreements heretofore made between Licensor and Licensee regarding the License Premises are set forth in this License, and no representations, oral or written, that are not expressly contained herein, shall be considered to be a part hereof. This License may not be amended, extended or otherwise modified except by a written instrument signed by both Licensor and Licensee or as may be expressly permitted hereunder.
17. **Invalidity of Provisions; Severability.** If any term, covenant, or condition of this License, or the application thereof to any person or circumstance, shall be held invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each other term shall be valid and enforceable to the fullest extent permitted by law as if such invalid or unenforceable term or provision had not been included herein.

18. **Authority.**

(a) **Licensee’s Representations.** By executing this License, Licensee represents and warrants to Licensor that: (i) it is authorized to enter into, execute and deliver this License and perform its obligations hereunder; (ii) this License is effective and enforceable against Licensee in accordance with its terms; (iii) the person signing on behalf Licensee is duly authorized to execute this License and thereby bind Licensee; and (iv) no other signatures or approvals are necessary in order to make all of the representations of Licensee contained in this paragraph true and correct. Licensee further represents, warrants and covenants, as applicable, that: (A) it is in good standing in its place of organization and will remain so during the License Term; (B) if it is a foreign corporation or entity, it is qualified to do business in the District of Columbia and will remain so during the License Term; and (C) it is and shall remain in compliance with any and all District of Columbia laws and regulations applicable to Licensee.

(b) **Licensee’s Representative.** Licensee hereby designates and appoints Henok Tesfaye as the sole person with authority to communicate with Licensor regarding this License (the “Licensee’s Representative”).

19. **Context of Words.** Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in one gender shall be substituted for any gender.

20. **Notice.** Whenever any demand, request, approval, consent or notice (a “Notice”) shall, or may, be given by one Party to the other under this License, such Notice shall be in writing and addressed to the applicable Party at its respective address as set forth below and sent to such Party by: (a) hand delivery, (b) a nationally recognized overnight express carrier, or (c) email so long as such email delivery is followed by such Notice being sent by the next business day by a method set forth in the foregoing (a) or (b). The date the Notice is received shall be deemed to be: (i) the date of hand delivery (with receipt thereof) in the case of hand delivery, (ii) the next business day after the Notice was sent in the case delivery by overnight carrier, or (iii) the date of email delivery so long as the subsequent Notice delivery requirement set forth in the foregoing clause (c) is satisfied. If delivery of a Notice is refused, the Parties agree that such Notice shall be deemed to be successfully delivered on the date of such refusal. Either Party may, at any time, change its Notice mailing or email address, and Licensee may change the Licensee’s Representative, by giving the other Party Notice in accordance with the requirements above, stating the change and setting forth the new mailing or email address or representative. Any Notice shall be addressed to each respective Party as follows (or to such other mailing or
email address as shall be subsequently indicated in writing by one Party giving Notice to the other, as described above):

If to Licensor:

Government of the District of Columbia
Department of General Services
2000 14th Street, N.W., 8th Floor
Washington, D.C. 20009
Attention: Director

Email address: greer.gillis@dc.gov

with a copy to:

Government of the District of Columbia
Department of General Services
2000 14th Street, N.W., 8th Floor
Washington, D.C. 20009
Attention: General Counsel

Email address: camille.sabbakhan@dc.gov

and, in the event of an alleged Licensor default, with a copy to:

Government of the District of Columbia
Office of the Attorney General for the District of Columbia
441 4th Street, N.W., Suite 1010 South
Washington, D.C. 20001
Attention: Deputy Attorney General, Commercial Division

Email address: david.fisher@dc.gov

If to Licensee:

________________________________________
Attention: Henok Tesfaye, President and CEO

Email address: henok@ustreetparking.com

21. **Counterparts.** This License may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this License by facsimile signature (including but not limited to an e-mailed PDF document) shall be sufficient for all purposes, and shall be binding on the Parties.
22. **Absence of Interest.** Licensee represents and warrants that no officer, agent, employee, elected official or other representative of Licensor, or of the Council of the District of Columbia, has received any payment or other consideration for the making of this License and that no such person has any interest, direct or indirect, in this License or the proceeds thereof or related thereto.

23. **Governing Law; Jurisdiction.** This License shall be governed by the laws of the District of Columbia (without regard to conflicts of laws), and Licensee hereby accepts the jurisdiction of the Superior Court of the District of Columbia as the court of competent jurisdiction to resolve matters under this License.

24. **Waiver of Jury Trial.** THE PARTIES HERETO, AND ALL REPRESENTATIVES AND AGENTS OF EACH, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LICENSE, THE RELATIONSHIP OF LICENSOR AND LICENSEE HEREUNDER, LICENSEE’S USE OR OCCUPANCY OF THE LICENSE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. THE PARTIES HERETO, AND ALL REPRESENTATIVES AND AGENTS OF EACH, WAIVE ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT SITUATED IN THE JURISDICTION IN WHICH THE LICENSE PREMISES IS LOCATED, AND WAIVE ANY RIGHT, CLAIM OR POWER, UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE, TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

25. **Days; Time of the Essence; Including.** All days referred to herein shall be calendar days unless specified otherwise. If the day by which an obligation is to be performed hereunder should fall on a Saturday, Sunday or day upon which the Government of the District of Columbia is closed for business, such performance shall be deemed to be acceptable on the next business day. Time is of the essence for all obligations contained in the License. The use of the word “including” shall also mean “including without limitation.”

26. **No Broker.** Licensor and Licensee each represent to the other that it has not employed any broker in connection with the negotiation, execution or procurement of this License. Licensor agrees to indemnify, defend, and hold Licensor harmless from and against all liabilities, obligations and damages arising, directly or indirectly, out of or in connection with a claim from a broker, finder or agent with respect to this License, including actual costs and reasonable attorneys’ fees incurred in the defense of any claim made by a broker alleging to have performed services on behalf of Licensee.

27. **No Partnership or Third Party Beneficiary.** Nothing contained in this License shall be deemed or construed to create a partnership or joint venture of or between Licensee and Licensor, or to create any other relationship between the Parties other than that of licensee and licensor. Nothing contained in this License shall be deemed or construed to create any third party beneficiaries. The only entities that the Parties intend to be benefitted by this License are Licensor and Licensee.
28. **Anti-Deficiency Limitations.**

(a) Whether expressly or impliedly qualified or limited in any Section of this License, the obligations of Licensor to fulfill any financial obligation pursuant to this License, or any subsequent agreement entered into pursuant to this License or referenced herein to which Licensor is a party (each, an “Other Agreement”), are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2006 Supp.) (i) and (ii) collectively, as may be amended from time to time, shall be known as the “Anti-Deficiency Acts”; and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2006 Supp.), as may be amended from time to time, to the extent applicable to this License or any Other Agreement (collectively, “Applicable Agreement”). To the extent required by the Anti-Deficiency Acts, nothing in any Applicable Agreement shall create an obligation of Licensor in anticipation of an appropriation by the United States Congress (“Congress”) for such purpose, and Licensor’s legal liability for the payment of any financial obligation or any component thereof under any Applicable Agreement shall not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress and the District of Columbia (as a sovereign entity, and not as a licensor under this License). Licensee confirms that it has read and familiarized itself with the Anti-Deficiency Acts and has full knowledge of such laws and the impact on Licensor’s financial obligations hereunder.

(b) If no appropriation is made by the District of Columbia or Congress to pay any financial obligation under an Applicable Agreement for any period after the District of Columbia fiscal year for which appropriations have been made, and in the event appropriated funds for such purposes are not otherwise lawfully available, Licensor shall not be liable to make any payment under such Applicable Agreement upon the expiration of any then-existing appropriation.

(c) Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of Licensor shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by Licensor under any Applicable Agreement.

(d) No Applicable Agreement shall constitute an indebtedness of the District of Columbia nor shall it constitute an obligation for which the District of Columbia is obligated to levy or pledge any form of taxation or for which the District of Columbia has levied or pledged any form of taxation. No agent, employee, officer, or representative of Licensor is authorized to obligate or expend any amount under any Applicable Agreement unless such amount has been appropriated by Act of Congress and is lawfully available.
29. **Nondiscrimination.**

(a) Licensee shall comply with all applicable provisions of the Human Rights Act of 1977, D.C. Law 2-38, D.C. Official Code §2-1401.01 and the orders, rules and regulations promulgated thereunder ("D.C. Human Rights Act"), including without limitation, 4 DCMR §802. Licensee shall not discriminate upon the basis of race, color, religion, sex, national origin, ethnicity, sexual orientation, or any other factor which would constitute a violation of the D.C. Human Rights Act or any other applicable laws or court order, in the use or occupancy of the License Premises. Any failure to comply with the D.C. Human Rights Act could result in termination of this License.

(b) Licensee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other factor which would constitute a violation of the D.C. Human Rights Act or other applicable law or court order.

(c) Licensee will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, color, religion, sex, national origin, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. Such affirmative action shall include, but not be limited to, the following: (i) employment, upgrading, or transfer; (ii) recruitment or recruitment advertising; (iii) demotion, layoff, or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training and apprenticeship. Licensee agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the content of these non-discrimination provisions.

(d) Licensee shall, in all solicitations or advertisements for potential employees placed by or on behalf of Licensee, include the federal U.S. Equal Employment Opportunity Commission's logotype, statement, or slogan as a means of educating the public that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin or any other factor which would constitute a violation of the D.C. Human Rights Act or other applicable law or court order.

30. **Signs.**

(a) Licensee shall not affix, exhibit, attach, or allow any signs, signboards, writing or printed matter ("Signs") on the License Premises, or that are visible from the License Premises or any portion of the surrounding area, without the prior written consent of Licensor, in Licensor's sole and absolute discretion. Notwithstanding the foregoing, Licensee shall be required to post any and all appropriate Signs necessary for the operation of a parking lot used by the general public, subject to the foregoing approval of Licensor. The sole cost for all Signs shall be borne by Licensee. All Signs shall be in compliance with all applicable Laws. Licensee shall, at its sole cost and

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490 2nd Street, SW - License Agreement (U Street Parking Inc.)
expense, obtain all permits and licenses required in connection with any Signs and shall be fully responsible for the installation, maintenance and repair thereof.

(b) With respect to any Signs requiring Licensor’s prior written approval, Licensee shall submit to Licensor reasonably detailed drawings of all proposed Signs in connection with Licensor’s review.

(c) Licensor shall have the right, upon notice to Licensee and at Licensee’s sole risk and expense, to remove any Signs which are in violation of the provisions of this Section 30. Licensee shall maintain all Signs in first class condition, operating order and repair at all times. Licensee shall repair any Signs that have been materially damaged within ten (10) business days after such damage occurs. If Licensee fails to repair any Signs as specified above, and such failure continues for a period of five (5) business days following receipt of Notice thereof from Licensor, Licensor shall have the right to make such repairs at Licensee’s sole cost and expense.

31. **Hazardous Materials.**

(a) Except for (i) office supplies typically used in the ordinary course of business, such as copier toner, liquid paper, glue, ink, and common household cleaning materials, and (ii) products which are necessary and customary in the conduct of Licensee’s business in accordance with Licensee’s Permitted Use, all of which shall be stored, used and disposed of in accordance with all Hazardous Material Laws (hereafter defined) and other applicable Laws, Licensee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of, on, in, under or about the License Premises, by Licensee or Licensee’s Agents. Licensee shall not, and shall cause Licensee’s Agents to not, discharge Hazardous Materials or wastes into or through any sanitary sewer serving the License Premises.

(b) Licensee shall promptly notify Licensor in writing (and provide Licensor with copies of all applicable documents) in the event Licensee becomes aware of, or receives notice of, any proceedings, actions, claims, notices, demands, reports or asserted violations arising out of, or in connection with, the presence of any Hazardous Materials, or any actual or alleged violations of any Hazardous Material Laws (hereafter defined) at, on, under, about or near the License Premises.

(c) In the event Hazardous Materials are discovered at, on, in, under or about the License Premises at any time due to any act or omission of Licensee or Licensee’s Agents, Licensee shall promptly, at its sole risk and expense, commence to perform, and diligently prosecute to completion, all work necessary or required to remove, treat, dispose of, and clean up the Hazardous Materials and return the License Premises to the condition existing prior to the contamination by the Hazardous Materials. All such remediation plans shall be subject to Licensor’s prior written approval, and shall be performed by Licensee in accordance with such approved plans and all Hazardous Materials Laws.
(d) Licensee shall save, defend, indemnify and hold Licensor and the Indemnitees harmless from and against any and all liabilities, actions, demands, penalties, losses, costs and expenses which may be paid, incurred, or suffered by or asserted against Licensor or any Indemnitees as a result of the presence of Hazardous Materials at, on, in, under or about the License Premises, or the Release (hereafter defined) of any Hazardous Materials, which such presence or Release is due to any act or omission of Licensee or Licensee’s Agents, including a Licensee Release (hereafter defined).

(e) The term “Hazardous Materials” shall mean each and every element, compound, material, mixture, substance, waste, hazardous substance, hazardous waste, hazardous material, toxic substance, pollutant or contaminant (i) as those terms are defined in any of the Hazardous Material Laws (hereafter defined), (ii) as they may be commonly understood, or (iii) the presence of which may cause liability at law or under common law.

(f) The term “Hazardous Material Laws” shall mean any present or future Law relating to the protection of the environment, or of human health, safety or welfare.

(g) The term “Release” shall mean the releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping of any Hazardous Materials, regardless of whether such event is the result of an intentional or unintentional act or omission.

(h) The term “Licensee Release” shall mean the Release of Hazardous Materials to the extent caused by Licensee or Licensee’s Agents at, on, in, under or about the License Premises.

32. **Force Majeure.** Licensor and Licensee shall be excused from performing an obligation required under this License so long as such performance is prevented, delayed or hindered by (a) an act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, or sabotage; (b) the inability to procure, or a general shortage of labor, equipment, facilities, materials or supplies in the open market, or the failure or unavailability of transportation; (c) a strike, lockout, or actions of labor unions; (d) a taking by eminent domain, requisition, laws, or orders of government or of civil, military, or naval authorities (but only such orders pertaining to the License Premises); or (e) any other cause, whether similar or dissimilar to the foregoing that is not within the reasonable control of Licensor or Licensee, as the case may be.

33. **Not a Contract for Goods or Services:** This License is not intended to be, nor shall it be deemed or construed to be, a contract: (a) for goods or services, or (b) to bind Licensor to convey any interest in real property to Licensee. Nothing contained in this License, and no future action or inaction by Licensor under this License, shall be deemed or construed to mean that Licensor has contracted with Licensee to perform any activity at the License Premises or the Property, including but not limited to the Permitted Use. Licensee expressly acknowledges that Licensor is prohibited by law from entering into contracts for goods and services without following the procedures set forth in the Procurement Practices Reform Act of 2010, D.C.
Official Code § 2-351.01, et seq., as may be amended from time to time, or any other applicable procurement authority. Under no circumstance shall Licensee be entitled to any reimbursement from Licensor for any activities permitted by this License at the License Premises.

34. **Review.** A Party’s review, approval and consent rights (including without limitation the right to review design plans or construction drawings), if any, are for such Party’s benefit only. Such review, approval or consent (or conditions imposed in connection therewith) shall in no event constitute a representation concerning legality, safety, or any other matter.

35. **Review by Counsel; Custom or Practice.** There shall be no presumption that this License be construed more strictly against the Party who itself or through its agent prepared this License (it being agreed that all Parties have participated in the preparation of this License and that each Party has had the opportunity to consult legal counsel before the execution of this License). No custom or practice that may evolve between the Parties in the administration of the terms of this License shall be construed to waive either Party’s right to insist on the other Party’s strict performance of the terms of this License.

[SIGNATURE PAGES AND EXHIBIT TO FOLLOW]
EXECUTION COPY

IN WITNESS WHEREOF, Licensor and Licensee have entered into this License as of the Effective Date as their free act and deed for the uses and purposes herein contained.

LICENSEE:

U STREET PARKING INC., a District of Columbia corporation

By:  
Name:  
Title:  

[LAST SIGNATURE PAGE AND EXHIBIT TO FOLLOW]
LICENSOR:

DISTRICT OF COLUMBIA, a municipal corporation, acting by and through its Department of General Services

By: Greer Johnson Gillis, PE, Director

Approved as to Legal Sufficiency for District of Columbia by:
The Office of the General Counsel for the Department of General Services

By: Assistant General Counsel

[EXHIBIT TO FOLLOW]
EXHIBIT A

Depiction of Property and License Premises

Legend: (red line) = Border of the License Premises (i.e., SSL 0538 0048).