

AMENDMENT NO. 1 TO LAND DISPOSITION AGREEMENT - GROUND LEASE

THIS AMENDMENT NO. 1 TO LAND DISPOSITION AGREEMENT - GROUND LEASE (this "Amendment") is dated as of the 20th day of December, 2007, by and among (i) the **DISTRICT OF COLUMBIA**, a municipal corporation, having an address of 1350 Pennsylvania Avenue, N.W., The John A. Wilson Building, Washington, D.C. 20004 ("District"), in its capacity as successor-in-interest to RLA Revitalization Corporation, successor-in-interest to the District of Columbia Redevelopment Land Agency ("DCRLA"), (ii) **DISTRICT**, on behalf of itself, and (iii) **DC ARENA L.P.**, a District of Columbia limited partnership, having an address of 601 F Street, N.W., Washington, D.C. 20004 ("Lessee").

RECITALS

A. DCRLA, District and Lessee are parties to that certain Land Disposition Agreement - Ground Lease (the "Ground Lease") dated as of December 29, 1995 and recorded on January 5, 1996 in the land records of the District of Columbia as Instrument No. 9600001285.

B. The parties hereto have agreed to amend the Ground Lease as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein, but not defined herein shall have the meanings given to them in the Ground Lease.

2. Rent Credit and Offset. Section 6.3 of the Ground Lease (Rent Credit and Offset) shall not apply to the sales tax increase to ten percent (10%) on the gross proceeds of ticket sales and merchandise imposed by the Verizon Center Sales Tax Revenue Bond Approval Act of 2007.

3. Revocation of Extension. Section 5.2(a) of the Ground Lease is hereby amended by adding the following new sentence immediately after the last sentence of Section 5.2(a):

"Notwithstanding any prior exercise by Lessee of its right and option to extend this Lease pursuant to this Section 5.2(a), if the bonds issued in connection with the implementation of the plan of finance authorized by the Verizon Center Sales Tax Revenue Bond Approval Act of 2007 are prepaid, Lessee shall have the right, for a period of one hundred twenty (120) days after the date on which such prepayment is made, to revoke any such extension of the Ground Lease by delivering written notice of such revocation to RLA."