

**MEMORANDUM OF AGREEMENT
AMONG THE
NATIONAL CAPITAL PLANNING COMMISSION,
DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE,
DISTRICT OF COLUMBIA OFFICE OF THE DEPUTY MAYOR FOR PLANNING AND
ECONOMIC DEVELOPMENT,
SMITHSONIAN INSTITUTION,
AND
DC ARENA L.P.
REGARDING THE
CAPITAL ONE ARENA TRANSFORMATION PROJECT
WASHINGTON, D.C.**

THIS MEMORANDUM OF AGREEMENT “Agreement”) is made as of this August ^{25th} day of August, 2025 (the “Effective Date”), by and among the NATIONAL CAPITAL PLANNING COMMISSION (“NCPC”), the DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE (“DCSHPO”), the DISTRICT OF COLUMBIA OFFICE OF THE DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT (“DMPED”), the SMITHSONIAN INSTITUTION (“SI”), and DC ARENA L.P. (“DCALP”) pursuant to Section 106 of the National Historic Preservation Act (“NHPA”), 54 U.S.C. § 306108, and its implementing regulations, 36 CFR § 800 (together, “Section 106”), and §800.6(b) to resolve adverse effects from the Capital One Arena Transformation project. NCPC, DCSHPO, DMPED, SI, and DCALP are collectively referred to as “Signatories” or individually as a “Signatory.”

WHEREAS, the building now known as Capital One Arena (“Arena”), located at 601 F Street, NW, was completed in 1997 following a Section 106 consultation process that concluded with a September 28, 1995 Memorandum of Agreement among NCPC, DCSHPO and the Advisory Council on Historic Preservation (“ACHP”) which included measures to mitigate the adverse effects that resulted from construction of the Arena; and

WHEREAS, the District of Columbia (the “District”), owns the Arena and the land upon which it sits; and

WHEREAS, DCALP leases the Arena from the District, pursuant to a certain Amended and Restated Lease between DCALP and the District (the “Lease”), which is dated December 18, 2024 and runs through June 30, 2050, unless otherwise extended or terminated; and

WHEREAS, DCALP and the District entered into a certain Development and Financing Agreement dated December 18, 2024, which sets forth terms for the development of additions and improvements to, and the renovation and refurbishment of, the Arena which they now propose to implement (the “Project”), as more specifically illustrated in the plans (the “Project Plans”) provided in Appendix A; and

WHEREAS, the Project proposes to expand the Arena’s entry points; introduce an improved accessible entry on 6th Street; upgrade player and fan facilities; and redesign the Arena’s façade by installing new cladding on the base envelope, increasing glazing to improve visual

Memorandum of Agreement
Capital One Arena Transformation

connectivity, and introducing a new sculptural veil with integrated lighting over portions of the building to make the Arena more visually prominent within the surrounding context, all as more particularly shown on the Project Plans; and

WHEREAS, NCPC has approval authority over public buildings erected by an agency of the Government of the District of Columbia Government located within the Central Area pursuant to the National Capital Planning Act of 1952 (40 U.S.C. § 8722); and

WHEREAS, the Arena is located within the Central Area, as defined by NCPC and the Council of the District of Columbia, and NCPC's approval of the Project (the "Undertaking") requires NCPC to comply with Section 106 of the NHPA; and

WHEREAS, NCPC initiated Section 106 consultation with DCSHPO by letter dated February 4, 2025; and

WHEREAS, SI, DCALP, and DMPED have participated as consulting parties in the Section 106 process pursuant to 36 CFR § 800.2, have responsibilities for implementing stipulations under this Agreement and have been invited to be Signatories to this Agreement pursuant to 36 CFR § 800.6(c)(2); and

WHEREAS, in accordance with 36 CFR § 800.2(a)(4), NCPC invited individuals and organizations with a demonstrated interest in the Undertaking and the public to participate as consulting parties ("Consulting Party" or "Consulting Parties") in the Section 106 process. The full list of consulting parties is provided in Appendix B hereto; and

WHEREAS, NCPC conducted Section 106 meetings held on March 13, 2025, April 15, 2025, and May 25, 2025, to provide additional opportunities for the Consulting Parties and the public to participate in the consultation process; and

WHEREAS, NCPC and DCSHPO, together with DMPED, DCALP, and the Consulting Parties, established the Undertaking's area of potential effects ("APE"), as defined under 36 CFR § 800.16(d). The APE is provided in Appendix C; and

WHEREAS, NCPC, in consultation with DCSHPO and the Consulting Parties, have determined that the APE encompasses over sixty (60) historic properties (Appendix C); and

WHEREAS, the APE includes two individually listed National Historic Landmarks, the General Post Office/General Land Office (the "General Post Office") and the Old Patent Office Building/ Smithsonian Institution, Donald W. Reynolds Center for American Art and Portraiture (the "Reynolds Center"); and

WHEREAS, NCPC, SI, DCALP, DMPED, DCSHPO, and the Consulting Parties have consulted pursuant to 36 CFR §800.6 to seek ways to avoid, minimize or mitigate adverse effects within the APE; and

Memorandum of Agreement
Capital One Arena Transformation

WHEREAS, NCPC, in consultation with the DCSHPO and Consulting Parties, has determined that the Undertaking will have adverse effects on the General Post Office, the Reynolds Center, the Plan of the City of Washington (incorporating L’Enfant and McMillan plan elements), the Pennsylvania Avenue National Historic Site, and the Downtown Historic District, as documented in the Notification of Adverse Effect Determination Letter, dated May 22, 2025, and provided in Appendix D hereto; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), NCPC notified the ACHP of the adverse effects determination and provided the documentation specified in 36 CFR 800.11(e), and ACHP declined to participate in consultation pursuant to 36 CFR § 800.6(a)(1)(iv); and

WHEREAS, on May 1, 2025, in a public meeting, NCPC, in accordance with its authorities under the National Capital Planning Act, reviewed the Project Plans, and provided comments (Appendix E); and

WHEREAS, DMPED and DCALP submitted preliminary plans for the Project for the July 10, 2025 NCPC Commission meeting, and will submit for a final review at a later date; and

WHEREAS, NCPC, based on the Section 106 process and coordination with the Consulting Parties, has determined that the adverse effects of the Undertaking can be resolved through implementation of the minimization and mitigation measures specified in this Agreement.

NOW, THEREFORE, the Signatories agree that the following stipulations will be implemented in order to address the effects of the Undertaking on historic properties. and that these stipulations shall govern the Undertaking and all of its parts until this Agreement is fulfilled, expires, or is terminated.

STIPULATIONS

NCPC, SI, DCALP, and DMPED shall ensure that the following measures are carried out:

I. DESIGN CONSULTATION

Prior to taking any action on any proposed material alterations, additions to, or omissions from the Project Plans included in Appendix A, DCALP, in coordination with DMPED, shall consult with NCPC and DCSHPO to determine whether such changes may result in new adverse effects on historic properties or intensify any previously identified adverse effects on historic properties. Potential topics for further consultation include, but are not limited to, design revisions to the Arena’s façade, veil, and digital displays. Consultation may involve review of emailed documents and/or participation in meetings and shall be carried out as follows:

- A. DCALP, in coordination with DMPED, shall submit any such proposed modification(s) to NCPC and DCSHPO via email as early as possible.
- B. NCPC and DCSHPO shall email responses to the submittal as soon as possible, but no later than ten (10) business days after receipt of the submittal. NCPC or DCSHPO may request a meeting within the review period.

Memorandum of Agreement
Capital One Arena Transformation

- C. If NCPC and DCSHPO concur that the proposed modification(s) will not result in any new adverse effects or intensify any previously identified adverse effects, DMPED and DCALP may proceed with the proposed modification(s) as planned.
- D. If either NCPC or DCSHPO determine that any proposed modification will result in a new adverse effect or intensify any previously identified adverse effects, the Signatories shall consult further to identify alternatives that will avoid, minimize or mitigate the new or intensified adverse effects. Should resolution be achieved, this Agreement shall be modified accordingly pursuant to Stipulation VIII, Amendments. Any dispute relating to a proposed modification(s) shall be addressed in accordance with Stipulation VII, Dispute Resolution.
- E. If DMPED or DCALP object to comments made by either NCPC or DCSHPO, DMPED or DCALP will provide a written explanation of its objection and will consult with NCPC and DCSHPO to resolve the objection. If no agreement is reached within thirty (30) calendar days following receipt of either DMPED or DCALP's written explanation, or another timeframe agreed upon by the Signatories, any dispute shall be addressed in accordance with Stipulation VII, Dispute Resolution.
- F. If NCPC and/or DCSHPO does not provide written comments within the agreed upon timeframe noted above, DMPED and DCALP may proceed with the proposed modification(s) as planned.
- G. NCPC staff will also determine if any changes to the project design will require review by the Commission, subject to the Commission's review and review processes.

II. MINIMIZATION

- A. Capital One Arena Veil. As part of the Commission review process and with Consulting Parties' input, the design for the veil has evolved to lessen the adverse effects on the adjacent National Historic Landmark buildings as well as the National Register districts. The lower edge of the veil has been lifted approximately ten feet, exposing more of the new glazing that has been incorporated into the base facades of the arena. The upper edge of the veil has been lowered at the corner of 7th and F Streets to reduce the scale of the veil to further simplify the combination of elements at this prominent corner.
- B. Electronic Screens and Banners. In response to comments from the Commission review process and the Consulting Parties, the applicant decreased the size of and/or eliminated the external electronic screens and electronic bands resulting in minimization of the adverse effects on the settings for the adjacent National Historic Landmark buildings when compared to the previous project designs.
- C. Materials. In response to Consulting Parties' comments, the project materials have been simplified and refined to include a limestone base that is more compatible with the granite and marble elements of the adjacent National Historic Landmark Reynolds Center and General Post Office, resulting in minimization of the adverse effects when compared to the previous project designs.

Memorandum of Agreement
Capital One Arena Transformation

- D. Lighting. Upon issuance of an updated certificate of occupancy for the Arena, DCALP shall impose limitations on the illumination of the Arena façade, as follows:
1. No portion of the exterior digital displays or veil may be illuminated prior to 6:00 am or after midnight or 30 minutes after an event at the Arena is completed (“Shutoff”), whichever is later;
 2. From 90 minutes after sundown until Shutoff, neither the exterior digital displays nor the veil shall exceed a luminous intensity level of 500 nits;
 3. From 6:00 am until 90 minutes after sundown, the exterior digital displays and veil shall provide the highest contrast ratio at the lowest feasible nit level to achieve the equivalent of the nighttime brightness;
 4. All of the Arena’s façades, except the exterior digital displays and veil, may be illuminated at all times, subject to any and all applicable codes and regulations related to exterior building lighting; between midnight and 6:00 am, lighting of the Arena’s façades shall be maintained at a level that is capable of meeting all applicable public safety requirements;
 5. Upon completion of the Project, at the request of NCPC, the DCSHPO, and SI but no more than annually during the term of this Agreement, DCALP shall schedule meetings with staff from NCPC, the DCSHPO, and SI to discuss and receive input on lighting levels of the Arena which DCALP shall make good faith efforts to address reasonable requests.

III. MITIGATION

- A. Interpretive Exhibit. DCALP shall draw upon existing documentation to prepare an interpretive exhibit on the history of the Downtown Historic District, the Old Patent Office Building/Reynolds Center and/or closely related topics and develop the exhibit in consultation with the District, including DMPED, SI, and the DCSHPO. The interpretive exhibit shall consist of historic photographs, narrative text, artifacts, copies of historic plans and/or related materials and shall be installed in at least one (1) of the pedestrian-level integrated artwork panels along the Arena’s façade for the term of this Agreement, as set forth in Stipulation XIII, Duration. The exhibit shall be installed within one (1) year of the issuance of the updated certificate of occupancy for the Arena, and may be updated periodically by DCALP, in consultation with DMPED and the DCSHPO.
- B. Establishment of a Preservation Fund. Within one (1) year of the date of the execution of this Agreement, DCALP shall establish a preservation fund in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for the purpose of carrying out historic preservation-related projects that are: (i) directly related to properties within the Undertaking’s APE that are listed, in or may be determined eligible for listing in the National Register of Historic Places and/or the DC Inventory of Historic Sites by the

Memorandum of Agreement
Capital One Arena Transformation

DCSHPO, or (ii) directly assist “legacy businesses,” defined as any local business that is unaffiliated with a national, corporate chain and has operated for a minimum of twenty (20) years within the Undertaking’s APE. The preservation fund will be administered by a third-party entity selected by the DCSHPO. DCALP shall establish the preservation fund by providing a check for the amount specified above to the entity selected by the DCSHPO. The DCSHPO will identify the appropriate method(s) to notify the public about the fund and will also develop an appropriate protocol/process by which the funds are awarded. Eligible projects may include “bricks and mortar” work, survey, evaluation, historical research, archaeological investigations, public outreach, interpretation, or other closely related topics. All work accomplished by the fund shall meet *The Secretary of the Interior’s Standards for the Treatment of Historic Properties* and each project so funded shall have a public benefit. Eligible projects under (ii) above that involve assistance to legacy businesses include build-out of new or vacant space, interior or exterior renovations (including façade improvements and signage), procurement and installation of business-related equipment, procurement and installation of business-related operational systems and software, business marketing materials and services.

C. *Collaboration with SI on the Restoration of the Reynolds Center South Portico Stairs.*

1. *Contribution.* DCALP shall contribute Five Hundred Thousand Dollars (\$500,000) to SI for the restoration of the south portico stairs at the Reynolds Center (the “Portico Project”), as reviewed and approved by NCPC, and with notice being provided to allow DMPED an opportunity to participate in such review process. Upon issuance of a public space permit for the Portico Project, SI shall provide written notice to DCALP in accordance with Stipulation XII.D, Notices and DCALP shall have ninety (90) days to provide SI the requisite payment (the “Contribution”); provided, however, that if the Contribution has not occurred by October 1, 2033 (the “Portico Project Outside Date”), the Signatories agree that the process outlined in Stipulation III.C.2. below will be triggered.
2. *Contribution Procedure after Portico Project Outside Date.* If the Contribution has not been paid by the Portico Project Outside Date, the following shall occur:
 - a. SI may, at its option, elect to extend the Portico Project Outside Date to no later than October 1, 2038 if, in its reasonable determination, it believes the Portico Project will be able to move forward by that time; if SI chooses to make such an election, it must provide written notice to DCALP, NCPC and DCSHPO within thirty (30) days of the Portico Project Outside Date of its election. If SI extends the Portico Project Outside Date, the Contribution shall follow the procedure set forth in Stipulation III.C.1. If SI extends the Portico Project Outside Date but the Contribution has still not been paid by the new outside date, the Signatories agree to follow the process detailed in Stipulation III.C.2.b-d herein.

Memorandum of Agreement
Capital One Arena Transformation

- b. If SI does not elect to extend the Portico Project Outside Date as outlined above, the Signatories all agree to negotiate in good faith to allocate the Contribution to a different mitigation project, which DCALP shall then pay to the agreed-upon recipient prior to the expiration of this Agreement as set forth in Stipulation XIII, Duration and the Signatories agree to memorialize results of the negotiation in an amendment to this Agreement in accordance with Stipulation VIII, Amendments herein.
- c. If the Signatories are not able to agree to an alternative for the Contribution within 180 days of the Portico Project Outside Date (the “Contribution Negotiation Deadline”), DCALP shall pay the Contribution to the Preservation Fund created by Stipulation III.C of this Agreement through the same process outlined therein; provided, however, that the Signatories may extend the Contribution Negotiation Deadline upon mutual consent.
- d. Under no circumstances shall DCALP be responsible for the payment specified herein beyond the termination or expiration of this Agreement as defined in Stipulation IX, Termination, and Stipulation XIII, Duration, respectively.

IV. ARCHAEOLOGY AND UNANTICIPATED DISCOVERIES

- A. Post Review Discovery of Historic Properties. Should historic properties, including archaeological resources, be unexpectedly identified during the implementation of the Project or any actions taken pursuant to this MOA, DMPED and DCALP shall immediately stop work in the location and contact NCPC and DCSHPO to report the discovery. DMPED and DCALP will consult with NCPC and DCSHPO to ensure that reasonable efforts are made to avoid, minimize, or mitigate adverse effects to such properties. DMPED and DCALP shall ensure that any resulting cultural resources work is accomplished under direct supervision of a person(s) who meet(s) or exceed(s) the pertinent qualifications in the Secretary of Interior’s Professional Standards formerly located at 36 CFR Part 61 and now located at www.nps.gov/articles/sec-standards-prof-quals.htm, including the District of Columbia’s Guidelines for Archaeological Investigations, applicable Secretary of Interior’s Standards, and following appropriate ACHP guidance. Any dispute on the treatment of resources will be handled in accordance with Stipulation VII, Dispute Resolution.
- B. Treatment of Human Remains. In the event that human remains, burials, or funerary objects are discovered during construction of the Project or any action taken pursuant to this MOA, DMPED and DCALP shall immediately halt subsurface construction disturbance in the area of the discovery and in the surrounding area where additional remains can reasonably be expected to occur and shall immediately notify NCPC, DCSHPO, and the District of Columbia Chief Medical Examiner (“CME”) of the discovery under DC Code Section 5-1406 and other applicable laws and regulations.

Memorandum of Agreement
Capital One Arena Transformation

1. If the CME determines that the human remains are not subject to a criminal investigation by federal or local authorities, DMPED and DCALP shall comply with the applicable federal or local laws and regulations governing the discovery and disposition of human remains and consider the ACHP's Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects (2007).
2. For actions involving Native American human remains or burials, DMPED and DCALP shall comply with applicable laws in accordance with provisions of the Native American Graves Protection and Repatriation Act, as amended (Public Law 101-601, 25 USC 3001 *et seq.*) and regulations of the Secretary of the Interior at 43 CFR Part 10.

V. MONITORING AND REPORTING

NCPC shall provide the Signatories an annual report detailing all work undertaken pursuant to this Agreement on, or before the anniversary of its Execution Date. Such report will include, but not necessarily be limited to, any proposed scheduling changes, any encountered or anticipated problems, and a summary of any disputes or objections received in NCPC's efforts to carry out the terms of this Agreement. Any Signatory may request NCPC to convene a meeting with the other Signatories to discuss the annual report. Failure to provide such summary reports may be considered non-compliance with the terms of this Agreement.

VI. QUALIFICATIONS

Each Signatory shall ensure that all historic preservation work performed on its behalf pursuant to this Agreement will be accomplished by, or under the direct supervision of a person or persons who meet(s) or exceed(s) the pertinent qualifications cited in the *Secretary of the Interior's Professional Qualifications Standards*.

VII. DISPUTE RESOLUTION

Should any Signatory, reasonably and acting in good faith, object at any time to any action proposed by this Agreement, or the manner in which the terms of this Agreement are being implemented, NCPC shall consult with the Signatories to resolve the objection. If a resolution cannot be reached after a thirty (30) day consultation period, or another time period agreed upon by all Signatories, and the NCPC determines the objection cannot be resolved, NCPC will:

- A. Forward all documentation relevant to the dispute, including NCPC's proposed resolution, to the ACHP. The ACHP will provide NCPC with its advice on the resolution of the objection within thirty (30) days of receiving such documentation. Prior to reaching a final decision on the dispute, NCPC will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and Signatories and provide the ACHP and Signatories with a copy of the written response. NCPC will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, NCPC may make a final decision on the dispute and proceed accordingly. Prior to

reaching a final decision, NCPC shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and provide and the Signatories and the ACHP with a copy of such written response.

- C. NCPC's and DCALP's responsibility to carry out all other actions subject to this Agreement that are not the subject of the dispute, shall remain unchanged.

VIII. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to, in writing, by all Signatories. The amendment will be effective on the date a copy signed by all the Signatories is filed with the ACHP. Each Signatory shall act in good faith in connection with any request by a Signatory to amend this Agreement.

IX. TERMINATION

If any Signatory to this Agreement reasonably, and acting in good faith, determines that the terms of the Agreement cannot be or are not being carried out in accordance with the terms of this Agreement, that Signatory shall so notify the other Signatories in writing and consult with them to seek resolution or amendment of the Agreement. If, after sixty (60) days of consultation with the other Signatories, or another time period agreed upon by all Signatories, and after completion of the Dispute Resolution process pursuant to Stipulation VII above, if applicable, a resolution or Amendment cannot be reached, then any Signatory, who has acted reasonably and in good faith, may terminate the Agreement upon thirty (30) days' written notification to the other Signatories; provided, however, if the Signatories are able to resolve the matter in writing during such 30-day period then this Agreement shall continue in full force and effect. If the Agreement is terminated, and prior to DMPED and DCALP continuing to implement the Project, NCPC must either execute a new agreement or request, take into account, and respond to the comments of the ACHP per 36 CFR § 800.7; provided, however, that any such new agreement shall acknowledge and reference any terms of this Agreement that have been fulfilled as of the termination of this Agreement. NCPC will notify SI, DCSHPO, DMPED, and DCALP as to the course of action it will pursue. Each Signatory shall act in good faith in connection with the terms of this Stipulation.

X. AVAILABILITY OF FUNDS

The obligations of Federal and District agencies under this Agreement are pursuant to 31 U.S.C. § 1341(a)(1) and D.C. Official Code § 47-355.02, respectively; therefore, nothing in this Agreement shall be construed as binding the United States or an agency of the District to expend in any one fiscal year any sum in excess of appropriations for this purpose, or to involve the United States or agency of the District in any contract or obligation for the further expenditure of money in excess or in advance of such appropriations.

XI. ATTACHMENTS

The following documents are appended to this Agreement:

Appendix A. Project Plans, NCPC Submission, April 10, 2025

Appendix B. List of Consulting Parties

Appendix C. Area of Potential Effects and Historic Properties in the Area of Potential Effects

Appendix D. Notification of Adverse Effect Determination Letter, May 22, 2025

Appendix E. NCPC Executive Directors Recommendation and Commission Action, May 1, 2025

XII. SIGNATURES AND EFFECTIVE DATE

- A. Effective Date. This Agreement shall take effect on the day it is executed by the last Signatory, who shall insert such date in the first paragraph on the first page of this Agreement.
- B. Electronic Copies. NCPC shall provide each Signatory with a legible, full color, electronic copy of the fully executed Agreement and all of its attachments no later than one week after the Effective Date of this Agreement.
- C. Counterparts. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
- D. Notices. Any notice required to be given under this Agreement shall be in writing and shall be effective upon receipt or refusal to accept delivery, having been sent by U.S. mail, postage prepaid, via registered or certified mail return receipt requested, or by a nationally recognized overnight courier, to the following addresses, as applicable:

If to DCALP:

DC Arena L.P. c/o Monumental Sports & Entertainment
601 F St NW
Washington, DC 20004
Attention: General Counsel

If to NCPC:

National Capital Planning Commission
401 9th Street, NW
Washington, DC 20004

If to DMPED:

Government of the District of Columbia
Office of the Deputy Mayor for Planning & Economic Development
1350 Pennsylvania Avenue, NW, Suite 317
Washington, DC 20004

Memorandum of Agreement
Capital One Arena Transformation

If to DC SHPO:

District of Columbia State Historic Preservation Officer
DC Office of Planning
899 North Capitol Street, NE, Suite 7100
Washington, DC 20002

If to SI:

Smithsonian Institution
600 Maryland Avenue, SW, Suite 5001
P.O. Box 37012, MRC 511
Washington, DC 20013

XIII. DURATION

The terms of this Agreement shall commence on the date the last signature is affixed hereto (Effective Date) and shall expire when the Agreement is terminated, when its terms are fulfilled, or fifteen (15) years from the Effective Date of this Agreement, whichever occurs first, unless the Signatories agree in writing to an extension.

Execution of this Agreement by NCPC, DCSHPO, DMPED, SI, and DCALP and implementation of its terms evidence that NCPC has taken into account the effect of the Undertaking on historic properties and afforded the ACHP a reasonable opportunity to comment, and thereby satisfied its Section 106 responsibilities.

[Signature Pages Follow]

Memorandum of Agreement
Capital One Arena Transformation

SIGNATURE PAGE
MEMORANDUM OF AGREEMENT
REGARDING
THE CAPITAL ONE ARENA TRANSFORMATION PROJECT

NATIONAL CAPITAL PLANNING COMMISSION



August 13, 2025

BY: Marcel Acosta, Executive Director

Date

Memorandum of Agreement
Capital One Arena Transformation

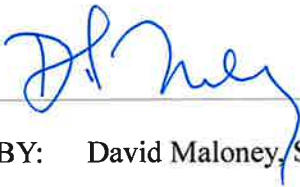
SIGNATURE PAGE

MEMORANDUM OF AGREEMENT

REGARDING

THE CAPITAL ONE ARENA TRANSFORMATION PROJECT

DISTRICT OF COLUMBIA STATE HISTORIC PRESERVATION OFFICE



BY: David Maloney, State Historic Preservation Officer

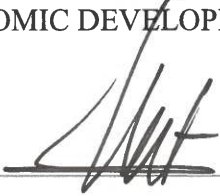


Date

Memorandum of Agreement
Capital One Arena Transformation

SIGNATURE PAGE
MEMORANDUM OF AGREEMENT
REGARDING
THE CAPITAL ONE ARENA TRANSFORMATION PROJECT

DISTRICT OF COLUMBIA OFFICE OF THE DEPUTY MAYOR FOR PLANNING AND
ECONOMIC DEVELOPMENT



8/21/25

BY: Nina Albert, Deputy Mayor for Planning and Economic Development

Date

Memorandum of Agreement
Capital One Arena Transformation

SIGNATURE PAGE
MEMORANDUM OF AGREEMENT
REGARDING
THE CAPITAL ONE ARENA TRANSFORMATION PROJECT

SMITHSONIAN INSTITUTION

DocuSigned by:
Ron Cortez
44E76D74D8354CB...

8/25/2025 | 8:02 PM EDT

BY: Ronald S. Cortez

Date

Under Secretary for Finance and Administration/Chief Financial Officer

Memorandum of Agreement
Capital One Arena Transformation

SIGNATURE PAGE
MEMORANDUM OF AGREEMENT
REGARDING
THE CAPITAL ONE ARENA TRANSFORMATION PROJECT

DC ARENA L.P. by Washington Sports GP LLC, its General Partner

A handwritten signature in blue ink, appearing to read "Peter Biche", is written above a horizontal line.

BY: Peter Biche, Chief Financial Officer