

Carver 2000 Tenants Association, Inc.

20 47th Street, S.E.

Washington, D.C. 20019

October 13, 2014

Board of Zoning Adjustment
Government of the District of Columbia
One Judiciary Square
441 4th Street N.W.
Suite 210S
Washington, D.C. 20001

Re: Application for Use of Square 5348, Lots 1-8 and Square 5190, Lots 32-35 and 806-808
("Property"), by Capital City Asset Management LLC

Dear Members of the Board:

Please be advised that 49th Street Developer LLC, the assignee of the contract purchaser of the Property, Capital City Asset Management LLC, has the right to file the BZA Application on our behalf. I am the President of the Carver 2000 Tenants Association, Inc., which owns the above-referenced Property. Please accept this letter as authorization for Capital City Asset Management LLC, its assignee 49th Street Developer LLC and their counsel, Lyle M. Blanchard, Esquire and the firm of Greenstein, DeLorme & Luchs, P.C., to file as authorized agent on behalf of the owner any and all BZA applications (and any related materials) concerning a special exception and, if necessary, any variances for the above-referenced Property.

Sincerely,



Erin Carter
President

49th Street Developer LLC

11701 Bowman Green Drive
Reston, Virginia, 20194

October 14, 2014

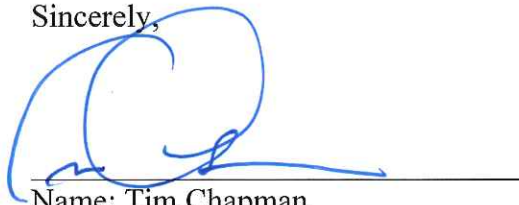
Board of Zoning Adjustment
Government of the District of Columbia
One Judiciary Square
441 4th Street N.W.
Suite 210S
Washington, D.C. 20001

Re: Application for Use of Square 5348, Lots 1-8 ("Property"), by 49th Street Developer LLC

Dear Members of the Board:

Please be advised that 49th Street Developer LLC, the assignee of the contract purchaser of the Property, Capital City Asset Management LLC, has the right to file the BZA Application based on the Purchaser and Sale Agreement. On behalf of 49th Street Developer, I hereby authorize Lyle M. Blanchard, Esquire and the firm of Greenstein, DeLorme & Luchs, P.C., to file as our authorized agent any and all BZA applications (and any related materials) concerning a special exception and, if necessary, any variances and represent us in any proceedings related to above-referenced application. Please feel free to contact me should you have any questions.

Sincerely,



Name: Tim Chapman
Authorized Signature

ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE

THIS ASSIGNMENT OF AGREEMENT OF PURCHASE AND SALE is made as of the 14 day of October, 2014 by and between CAPITAL CITY ASSET MANAGEMENT LLC, a Virginia limited liability company (the "Assignor") and 49TH STREET DEVELOPER, LLC, a District of Columbia limited liability company (the "Assignee").

RECITALS

WHEREAS, the Assignor, as purchaser, entered into that certain Agreement of Purchase and Sale dated August 22, 2013, as amended (the "Agreement of Sale") with The Carver 2000 Tenants Association, Inc. (the "Seller"), as seller, for the sale and purchase of the property located in Washington, D.C. and more particularly described in the Agreement of Sale (the "Property"); and

WHEREAS, the Assignor now desires to assign its entire right, title and interest in and to the Agreement of Sale to the Assignee.

NOW THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

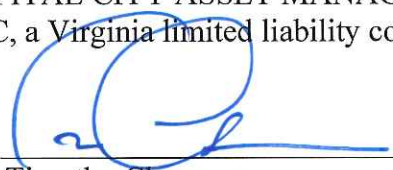
1. Assignment of Agreement of Sale. In consideration for (i) the payment of Ten Dollars, cash in hand paid, receipt of which is acknowledged, and (ii) the assumption by the Assignee of Assignor's liabilities and obligations under the Agreement of Sale, the Assignor hereby transfers, assigns, conveys and sets over unto the Assignee all of its right, title, interest and obligations held by the Assignor in, to and under the Agreement of Sale.

2. Representations by Assignor. The Assignor represents and warrants to the Assignee that it has the full right, title, power, capacity and authority to validly transfer, assign, convey and set over the Agreement of Sale to the Assignee and that it is not a party to any other agreement to sell, hypothecate or otherwise dispose of the Agreement of Sale; nor has it sold, hypothecated or otherwise disposed of any interest in the Agreement of Sale.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Agreement of Purchase and Sale to be executed effective as of the date first above written.

WITNESS:

CAPITAL CITY ASSET MANAGEMENT
LLC, a Virginia limited liability company

By:  (SEAL)

Timothy Chapman,
Authorized Signatory

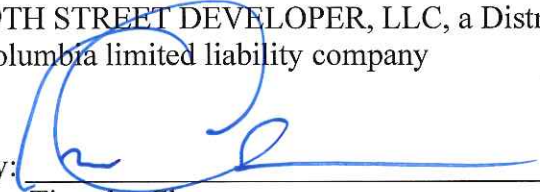
ACCEPTANCE OF ASSIGNMENT

The Assignee hereby accepts the foregoing assignment of all of the right, title, interest and obligations held by the Assignor in, to and under the Agreement of Sale.

For and in consideration of the assignment of the Agreement of Sale to the Assignee, the Assignee hereby agrees to (i) assume all of the Assignor's liabilities and obligations under the Agreement of Sale, and (ii) indemnify and hold the Assignor harmless from and against any and all claims, demands, liabilities, costs, damages and causes of action of any nature whatsoever arising out of or incidental to the Agreement of Sale, the cause of which arises on or after the date hereof.

WITNESS:

49TH STREET DEVELOPER, LLC, a District of
Columbia limited liability company

By: 

Timothy Chapman
Managing Member