

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (“**Agreement**”) is made and entered into as of July 21, 2025, by and between Washington Georgetown Properties LLC, doing business as citizenM (“**citizenM**”), and Advisory Neighborhood Commission 2E (“ANC 2E”) (each, a “Party,” and together, the “**Parties**”).

RECITALS

WHEREAS, citizenM is redeveloping the property located at 3401 K Street, NW (currently known as Lot 813 in Square 1183) (the “**Property**”) as a new hotel consisting of approximately 230 guest rooms and ground floor retail (the “**Project**”);

WHEREAS, citizenM has filed an application (the “**Application**”) with the District of Columbia Board of Zoning Adjustment (the “**BZA**”) seeking special exception approval pursuant to Subtitle C § 703.2 and Subtitle X § 901.2 of the District of Columbia Zoning Regulations (Title 11 of the D.C. Municipal Regulations) (the “**Zoning Regulations**”), which is being processed as BZA Case No. 21320;

WHEREAS, the Application seeks approval for a full reduction of the minimum parking requirement applicable to the Property, which is 27 spaces based on the uses within the Project, such that no on-site vehicle parking would be provided;

WHEREAS, ANC 2E is the affected Advisory Neighborhood Commission for the Application, pursuant to Subtitle Y § 101.8 of the Zoning Regulations;

WHEREAS, ANC 2E has submitted a resolution in support of the Application, marked as Exhibit 26 in the case record (the “**Resolution**”), which expresses support contingent upon the inclusion of certain agreed-upon conditions in the BZA’s final order;

WHEREAS, the Parties acknowledge that certain agreed-upon conditions may fall outside the jurisdiction of the BZA and therefore may not be included in its final order; however, citizenM intends to abide by such conditions, and ANC 2E intends to support the Application based upon citizenM’s commitment and the BZA’s acknowledgment thereof;

WHEREAS, the Parties wish to memorialize certain conditions to mitigate potential adverse impacts associated with the absence of on-site parking at the Property, including both conditions the Parties expect will be included in the BZA’s final order and those that will not, but are nonetheless mutually agreed upon; and

WHEREAS, the Parties intend for this Agreement to operate in tandem with any final order issued by the BZA in connection with the Application.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into and made a material part of this Agreement.
2. **Conditions Negotiated and to be Proposed for Inclusion in BZA Order.** The Parties acknowledge and agree that they have negotiated the following conditions, which represent their mutual understanding, and that citizenM shall comply with these conditions exactly as stated below and shall present them, without revision, to the BZA:
 - a. **Off-Site Parking Agreement.** Prior to issuance of the final certificate of occupancy for the lodging use, the Applicant shall enter into one or more contracts with a commercial parking operator or comparable entity for no fewer than seventeen (17) off-site parking spaces, which may be located more than 600 feet from the Property. These spaces will be made available to Applicant staff and customers. If the contract is terminated, the Applicant shall secure a new contract that maintains the required number of off-site spaces within forty-five (45) calendar days. The site requires a minimum of 27 parking spaces based on (i) the square footage of the lodging use and (ii) a parking credit for the existing warehouse, a Historic Resource that required 13 parking spaces under the 1958 Zoning Regulations. However, special exception approval would reduce the minimum on-site parking requirement to zero (0) spaces. Such a reduction is justified given (a) the Applicant's hotel operations and guest profile; (b) the quantity of existing public parking surrounding the Property; and (c) the need to preserve the existing warehouse. With no on-site parking, however, 17 spaces must be secured off-site by contract to ensure availability.
 - b. **Ongoing Outreach and Coordination.** Once every six (6) months for the first two (2) years after the effective date of the BZA order, and annually thereafter, the Applicant will make themselves available to the ANC and (a) send a summary of whether the spaces are or are not being used and if more spaces are needed, how much more monthly; and (b) share if hotel visitors arriving by vehicle are causing congestion on the public road due to actions like double parking and how the Applicant will apply its staff to resolve the issues. If needed, the Applicant will attend a duly-noticed, regularly scheduled meeting of the affected ANC.
 - c. **Change in Principal Use.** In the event that the Applicant or future owners of the Property operating the Property as a lodging use desires to sell the Property to a new owner who will be using the Property for non-lodging use, the Applicant or future Property owner shall be required to obtain new special exception approval for parking, if necessary, because of the change in the principal use, consistent with Subtitle A § 304.10(d) of the Zoning Regulations. This condition is intended to prevent the BZA's approval from running with the land as it pertains to another non-lodging principal use or user. The Applicant or future owner will notify any prospective purchaser that this provision exists.
 - d. **Transportation Management Plan and Construction Management Plan.** The Applicant and ANC 2E will develop a mutually agreed upon Transportation Management plan, as approved by DDOT, and a construction management plan.

- e. **Implementation of TDM Plan.** The Applicant shall implement the Transportation Demand Management plan on pages F-1 through F-3 in the Applicant's Transportation Statement marked as Exhibit 19A in the case record. The plan does not request use of public space for private loading, which will occur within the loading dock on the Applicant's property, as set forth in the Loading Management Plan. The approved public drop-off/pick-up (PUDO) zone will require the use of only two spaces in the public space.
 - f. **Implementation of Loading Management Plan.** The Applicant shall implement the Loading Management Plan on pages C-1 and C-2 in the Applicant's Transportation Statement marked as Exhibit 19A in the case record. The TDM Plan is required by DDOT in connection with the requested parking relief and is intended to promote non-automobile travel, helping to reduce impacts on the surrounding transportation network. The Loading Management Plan supports safe and efficient use of the site by minimizing conflicts with pedestrians and vehicles and by actively managing operations. The primary loading facilities are located along the southern frontage of the site and will be accessed from K Street NW, with activities managed to avoid adverse impacts on the surrounding public space.
3. **Ongoing Obligation to Comply.** If the BZA does not adopt the conditions set forth in Paragraph 2 above, either verbatim or in substantially similar form, citizenM shall nonetheless remain obligated to comply with those conditions pursuant to this Agreement.
 4. **Satisfactory Acknowledgement by BZA.** The BZA's acknowledgment of this Agreement, whether made on the record during the public hearing or by inclusion in the final order, shall be deemed sufficient to satisfy the ANC's qualification in the Resolution that the BZA is in "support of all conditions."
 5. **Covenant Not to Object or Rescind Support.** Upon execution of this Agreement, ANC 2E agrees that it shall not withdraw or rescind its support for the Application, nor take any action to oppose, object to, or request denial of the Application before the BZA.
 6. **Effective Date.** This Agreement shall take effect only upon the effective date of the final order issued by the BZA approving the Application (the "**Effective Date**"), which, pursuant to Subtitle Y §§ 604.7 and 604.11 of the Zoning Regulations, is ten (10) days after the order is filed in the record and served on the parties.
 7. **Notices.** Any notice or communication required or permitted under this Agreement shall be in writing and may be delivered by email, hand delivery, or regular mail. Notices shall be effective upon delivery or transmission. Notices shall be sent to the Parties at the addresses or email contacts set forth below:

[notice addresses shown on next page]

If to citizenM:

Washington Georgetown Properties, LLC
c/o Joseph Addeo, Director Investment Management
25 West 39th Street, 11th Floor
New York, NY 10018
joseph.addeo@citizenm.com

with copy to:

Holland & Knight LLP
Attn: Christine M. Shiker, Esq.
800 17th Street, NW, Ste. 1100
Washington, DC 20006
christine.shiker@hklaw.com

If to ANC 2E:

Advisory Neighborhood Commission 2E
c/o Anna Noakes, Executive Director
3265 S Street, NW
Washington, DC 20007
2E@anc.dc.gov

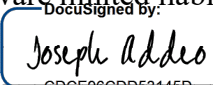
8. **Miscellaneous.**

- a. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes any prior agreements or understandings, whether written or oral.
- b. **Successors and Assigns.** This Agreement is binding on citizenM and its successors and assigns. citizenM shall notify any successor or permitted assign of the existence and terms of this Agreement.
- c. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.
- d. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered electronically or by PDF shall be deemed effective as originals.
- e. **Authority.** Each Party represents and warrants that the individual signing this Agreement on its behalf is duly authorized to execute this Agreement and to bind such Party to the obligations set forth herein.

WHEREFORE, the Parties have executed this Agreement as of the date first written above, to be effective as of the Effective Date defined herein.

citizenM

Washington Georgetown Properties LLC,
a Delaware limited liability company

By: 
DocuSigned by:
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Name: Joseph Addeo

Title: Director Investment Management

Advisory Neighborhood Commission 2E

By: 
Name: Gwendolyn Lohse

Title: Chair, ANC 2E