

ASSIGNMENT AND DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND DEVELOPMENT AGREEMENT (this “Agreement”) is dated as of _____, 2023 (the “Effective Date”) and is entered into by and between, 6634-6640 GEORGIA AVE NW, LLC, a District of Columbia limited liability company, its affiliates, successors and assigns (collectively, “Developer”), and POWERHOUSE 6634-6638 GEORGIA AVE NW TENANTS ASSOCIATION, INC., a District of Columbia non-profit corporation (the “Tenants Association”).

RECITALS

A. The Tenants Association hereby recognizes that Developer and Thomas Calomiris (“Owner”) have entered into that certain Purchase and Sale Agreement dated December 7, 2018, (the “Third-Party Purchase Agreement”) for the purchase of the apartment buildings known as 6634-6638 Georgia Avenue N.W., Washington, D.C. (the “Housing Accommodation”).

B. On or about August 15, 2022, Owner sent to each of the tenants of the Housing Accommodation an Offer of Sale and Tenant Opportunity to Purchase with a Third Party Sale Contract.

C. The tenants of the Housing Accommodation formed the Tenants Association on or about September 22, 2022.

D. The Tenants Association represents and warrants that it is the sole tenants association representing more than 51% of the tenants residing at the Housing Accommodation and is registered and approved as such under the Conversion and Sale Act.

E. The Tenants Association provided Owner with a Letter of Interest in Purchasing dated January 30, 2019, wherein the Tenants Association expressed its interest in purchasing the Housing Accommodation under the Conversion and Sale Act.

F. In accordance with D.C. Code § 42-3404.06, the Tenants Association’s rights under the Conversion and Sale Act (hereafter collectively, the “TOPA Rights”) are freely assignable for such consideration as the Tenants Association in its sole and absolute discretion finds acceptable.

G. At a duly-called meeting on _____, the Tenants Association voted to assign to Developer all of its TOPA Rights in consideration of Developer agreeing to provide certain benefits to the members of the Tenants Association as set forth in that offer dated _____ (the “Offer”). The form of that Assignment is attached as Exhibit A.

H. The vote by the Tenant Association and the offer expressly contemplated the parties entering into this Agreement to more particularly set forth the parties’ respective obligations.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are a substantive part of this Agreement and not mere recitals), the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, said consideration being acceptable to the Tenants Association, the tenants, and to Developer, the parties agree as follows:

1. Offer of Sale; Qualified Tenants.

(a) The Tenants Association represents and warrants that it is registered in compliance with the Conversion and Sale Act and stipulates to each of the above Recitals.

(b) The Tenants Association agrees that (i) the Offer of Sale and all other actions of Developer and Owner (as applicable) satisfied and are in accordance with the Conversion and Sale Act, and (ii) the Tenants Association herein validly assigned its rights under the Conversion & Sale Act to Developer.

(c) To the best of the parties' information and belief, a list of all tenants in the Housing Accommodation as of the date hereof, is attached hereto as Exhibit B (collectively, the "Qualified Tenants"). Each Qualified Tenant shall sign either a Lease Addendum (Exhibit C, or a Moveout Agreement (Exhibit D), by no later than 45 days from the execution of this Agreement (such day being the "Tenant Election Deadline"), and the Qualified Tenant shall be bound by the terms of those documents with respect to their individual leasehold rights. Notwithstanding anything in this Agreement to the contrary, only those Qualified Tenants signing either Moveout Agreement or a Lease Addendum and complying with the applicable terms and conditions of such Moveout Agreement or Lease Addendum and this Agreement shall receive the benefits afforded to the Qualified Tenants under this Agreement.

(d) The foregoing notwithstanding, Developer may, in its discretion, on a case by case basis in cases of demonstrated need or change in life, health, job, education, and/or family circumstances, allow a Qualified Tenant who has selected either option to switch to the opposite option, provided any monies paid under the Moveout Agreement are repaid in full prior to Qualified Tenant returning to the Property and signing a Lease; provided however, in no event shall a Qualified Tenant select another option beyond The Tenant Election Deadline.

2. Tenants Association Resolutions. The Tenants Association represents (a) that, at a duly authorized and duly noticed meeting held in accordance with the By-Laws of the Tenants Association, the membership approved and authorized the Board of Directors of the Tenants Association to enter into this Agreement with Developer, and (b) that, at a duly authorized and duly noticed meeting held on the date stated in Exhibit E hereto, the Board of Directors of the Tenants Association adopted a resolution in the form of Exhibit E attached hereto authorizing the execution of this Agreement and all other documents necessary to carry out the purposes of this Agreement, and (c) the Developer and Owner (as applicable) have satisfied all requirements of the Conversion and Sale Act.

3. Condition; Failure to Purchase. The agreements set forth in this Agreement are conditioned upon Developer's acquisition of the Property. In the event that Developer has not

purchased the Property by September 30, 2025, either party may declare this Agreement null and void by tendering notice to the other party as provided herein.

4. Limitation on Rent Increases for Qualified Tenants; Limitations on Relocation; Rent Abatement.

(i) The only increases in rent that Developer may charge to Qualified Tenants will be increases in monthly rent as currently delineated in D.C. Code § 42-3502.08, specifically including Subsection 42-3502.08(h)(2) (standard annual CPI, or standard annual CPI plus two percent, as applicable), and Developer may not institute any rent increases for Qualified Tenants under D.C. Code § 42-3502.10 (capital improvement petition increases), § 42-3502.12 (hardship petition increases), § 42-3502.14 (substantial rehabilitation petition increases), and § 42-3502.15 (voluntary agreement increases), or otherwise. For the avoidance of doubt, the foregoing means that, any change in the law notwithstanding, Qualified Tenants shall be subject only to an annual increase twelve (12) months apart calculated based on the current formula for the rent adjustment of general applicability (automatic increase) plus two percent (2%), with a maximum at any one time of five percent (5%) for non-elderly and non-disabled tenants and an increase twelve (12) months apart at the rent adjustment of general applicability (automatic increase), with a maximum at any one time of five percent (5%) for certified elderly and disabled tenants. Provided, however, in the event that the maximum rent allowable pursuant to D.C. Code § 42-3502.08 is amended or D.C. Code § 42-3502.08 is eliminated, the maximum rent chargeable to a tenant shall be the maximum amount permitted by law or by this paragraph, whichever is less.

The foregoing notwithstanding, if any Qualified Tenant hereafter meets the statutory age and/or impairment qualifications for elderly or disabled status during her/his continuing lease, and if that Qualified Tenant thereafter submits proof of age and/or disability to Developer and to the District of Columbia government as required by law, then beginning the month following the Qualified Tenant's change in status Developer may increase her/his rent only in accordance with the requirements as currently delineated in D.C. Code § 42-3502.08 applicable to elderly/disabled persons, or as provided immediately above, as applicable.

(ii) Further, a Qualified Tenant shall not be evicted except upon nonpayment of rent, or for violation of his/her lease, or temporarily for repairs, alterations or substantial rehabilitation which cannot safely or reasonably be accomplished while the rental unit is occupied (but such Qualified Tenant may be required to temporarily relocate as otherwise set forth herein).

(iv) Provided, however, in the event that any Qualified Tenant is eligible for benefits under the Low Income Housing Tax Credit Program ("LIHTC"), and that the Property is subject to LIHTC, the rent shall be the lesser of that permitted by this paragraph or that permitted by LIHTC.

(v) Provided however, the foregoing notwithstanding, the rents for certain Qualified Tenants shall be as provided in Exhibit F, and the Lease Addendum shall be adjusted accordingly.

5. Buyout Option.

i. ONLY QUALIFIED TENANTS ARE ELIGIBLE FOR THE BUYOUT.

ii. Any Qualified Tenant may choose to take a cash buyout in the amount of \$32,500.00 in exchange for terminating their lease and returning their keys. Payment will be made as follows: \$5000 will be paid upon Developer's Acquisition of the Property, and the balance of \$27,500 shall be paid at the time that the Qualified Tenant Vacates. A Qualified Tenant exercising this option must sign a Moveout Agreement and provide an IRS form W-9 to Developer.

iii. A Qualified Tenant may vacate at any time following Developer's acquisition of the Property upon 15 days' notice to Developer, and must vacate upon 60 days' notice from Developer, but may not be required to vacate earlier than 90 days after Developer's acquisition of the Property. In the event, if a Qualified Tenant fails to vacate in accordance with the notice provided to Developer, a fee in the amount of Fifty Dollars per day shall be deducted from the moveout amount.

iv. The foregoing notwithstanding, Developer may, in its sole and absolute discretion, on a case by case basis in cases of demonstrated need or change in life, health, job, education, and/or family circumstances, extend the Termination Date (as defined in the Moveout Agreement) to any date.

v. Past due amounts accruing after Developer's acquisition of the Property on Qualified Tenants' accounts at the time all or any portion of the buyout payment is paid, will be deducted from the final buyout payment. Security deposits, if any, will be returned in accordance with District of Columbia law.

6. Rental Option. If a Qualified Tenant does not elect the buyout option under Section 5 above, such Qualified Tenant shall be deemed to have elected to remain a tenant in the Housing Accommodation and shall execute a Lease Addendum to such effect (in the form of Exhibit C) no later than the Tenant Election Deadline (the "Rental Option"). All Qualified Tenants who elect the Rental Option and remain in the Housing Accommodation an inconvenience payment of \$20,000.00 per unit (the "Inconvenience Payment") to compensate them for disruption and reduction of services. Payment of the Inconvenience Payment will be made to each Qualified Tenant as follows: 5000 will be paid upon Developer's Acquisition of the Property, and the balance of \$15,000.00 shall be paid at the time that the Qualified Tenant temporarily vacates the Property, as provided further herein. A Qualified Tenant exercising this option must sign a Lease Addendum and a Temporary Relocation Agreement (Exhibit G). Provided however, the foregoing notwithstanding, the payments for certain Qualified Tenants shall be as provided in Exhibit F.

Additionally, within 90 days of Developer's acquisition of the Property, Developer shall address and correct all code violations, life safety issues, and deferred maintenance in a Qualified Tenants' unit, which items will be delineated in a list acknowledged by both parties approximately 30 days before Developer's acquisition of the Property.

7. Construction; Timeline. Developer anticipates improving the Property as follows, subject to regulatory and financing approvals. The Property will be redeveloped into an affordable housing project to be called Walter Reed Gateway. The Walter Reed Gateway redevelopment will contain approximately 84-affordable housing apartments, modern community amenities, and an integrated green design.

(a) Project Financing: Developer will apply to DC's Department of Housing and Community Development and Housing Finance Agency for funding. The funding package is anticipated to include 4% Low Income Housing Tax Credits, Private Activity Bonds, Housing Production Trust Fund, 45L Solar Credits, Local Rental Support Program vouchers, Department of Human Services supportive services contract, and other sources.

(b) AMI Mix & Unit Sizes: Walter Reed Gateway will include a mix of units dedicated to tenants at 50% Area Median Income ("AMI") and 30% AMI. The 30% AMI units will be dedicated to Permanent Supportive Housing ("PSH") tenants and will seek a project based Local Rental Support Program contract for rental assistance. The units will be one-, two-, and three-bedroom.

(c) Amenities: Walter Reed Gateway will include amenities such as a community room, fitness center, computer room, and building Wi-Fi access. The common area space will be available for resident use as well for structured programming provided on-site that will encourage engagement and a sense of community among residents.

(d) Resident Services: An array of services will be provided to tenants at no charge, including but not limited to connection with job training and employment programs, income and food support organizations, education on the rights and responsibilities of renting, health care, and other programs.

8. Temporary Relocation.

i. Any Qualified Tenant electing the Rental Option agrees to temporarily move out of the unit in which he or she resides as of the date of this Agreement (the "Home Unit") on not less than sixty (60) days' notice from Developer (provided that in no event shall any Qualified Tenant be required to vacate their Home Unit prior to the date that is ninety (90) days following Developer's acquisition of the Property.

ii. Developer shall use commercially reasonable efforts to relocate a Qualified Tenant to an off-site comparable unit, reasonably acceptable to tenant, in comparable or better condition (and, in any event, broom-clean and rodent-free), in terms of size and amenities, and taking into account a Qualified Tenant's need for access to schools, medical providers, jobs, and other life necessities. Any such moves will be facilitated by Developer at its sole cost and expense, including providing packing materials and licensed and bonded movers. Additionally, for elderly and disabled tenants, Developer shall provide packing services by said movers for elderly and disabled residents free of charge, packing services will be provided on an as needed basis for other residents who inform Developer timely that they need such help.

iii. Except as provided in Exhibit F, during the time that they live in a temporary apartment Qualified Tenants will continue pay the applicable rent for their Home Unit only to Developer, and Developer shall pay all other costs associated with the Temporary Rental.

iv. The foregoing notwithstanding, a Qualified Tenant shall be permitted to find their own Temporary Unit, and the Developer shall pay the same amount towards the rental of that unit that Developer would otherwise pay if the Qualified Tenant was occupying a unit identified by Developer, Alternatively, Qualified Tenants shall be permitted to relocate to housing of that tenant's choice at the tenant's sole cost and expense and shall not require the tenant to pay the rent for their Home Unit while living off site, in which case Developer will only provide moving services, to that Qualified Tenant. Any tenant relocating shall receive a minimum of 30 days' notice to re-occupy their unit upon substantial completion of the construction of the Property.

v. Each Qualified Tenant shall be entitled to return to and to remain a tenant in at a unit at the Property, with approximately the same amount of overall square footage and rooms, upon completion of the renovations. Provided, however, a Qualified Tenant may elect to occupy a unit with more bedrooms than the current Home Unit, as provided in Exhibit F. All Qualified Tenants relocating pursuant to this paragraph shall sign a Temporary Relocation Agreement in the form of Exhibit G.

9. Individual Metering. Under their current leases, each Qualified Tenant pays for the following utilities: electricity and gas and the landlord pays for water. If a Qualified Tenants temporary or permanent unit involves a different allocation of utility payments, the Qualified Tenants' rent shall be adjusted by a commercially reasonable utility allowance, so that the Qualified Tenant's net housing costs shall remain equal to the current cost (subject to increases authorized herein).

12. Certification; Cooperation. Developer intends to utilize financing under the LIHTC, DC Housing Production Fund, and other public and affordable housing programs. Those programs have certain income requirements and each Qualified Tenant agrees to reasonably and timely cooperate with the income certification process by timely submitting required documents, which cooperation shall be a material obligation of Tenant's lease and shall be reflected in the Lease Addendum.

Additionally, Developer's plan for the Property will require certain governmental approvals. The Association agrees to reasonably and timely support any requests provided they are consistent with this Agreement.

13. Remedies. The Tenants Association and Developer each recognize that the other shall suffer immediate and irreparable harm and damage in the event of a breach of their respective obligations under this Agreement. Accordingly, all of the parties agree that, except as otherwise limited in this Agreement, each party shall have the right to sue for specific enforcement of this Agreement in the event of a breach.

6. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, except as provided in Section 3 hereof,

shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

7. No Waiver. The waiver by one party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition or promise under this Agreement. The waiver by any of the parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law or at equity, and, except as provided in Section 5 hereof, the provision in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

8. Exhibits. All Exhibits to which reference is made in this Agreement are hereby incorporated in this Agreement, whether or not actually attached. A list of those Exhibits is:

- Exhibit A – Offer
- Exhibit B – Qualified Tenants
- Exhibit C – Lease Addendum
- Exhibit D – Moveout Agreements and W-9
- Exhibit E—Resolution
- Exhibit F – Exceptions
- Exhibit G – Temporary Relocation Agreement

9. Modification. This Agreement may be amended at any time only by the written agreement of the Tenants Association and Developer, without the necessity of any Qualified Tenants joining therein (who shall be bound by the Tenants Association execution thereof), provided that any such amendment shall not affect the rights of any individual tenant under this agreement, the Lease Addenda, or the Moveout Agreement. All amendments, changes, revisions and discharges of this Agreement, in whole or in part, and from time to time, shall be binding upon the parties despite any lack of legal consideration, so long as the same shall be in writing and executed by the parties hereto.

10. Assignment. This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder. Without limiting the foregoing, only the Qualified Tenants specifically named herein shall have any rights hereunder, and not their successors or assigns. Neither the Tenants Association nor any Qualified Tenants may assign any of their respective rights or delegate any of their respective obligations hereunder without the prior written consent of Developer in each instance, which consent Developer may withhold, condition or delay in its sole and absolute discretion. Furthermore, Developer shall have the right, without any consent by the Tenants Association or any Qualified Tenant, to assign its rights, interests or claims under this Agreement, provided that the assignee has agreed in writing to assume all obligations of Developer under this Agreement and to be bound by the terms thereof. Upon such assignment by Developer in accordance with the provisions of this section, Developer, and any predecessor assignors shall be automatically released from all

obligations under this Agreement and the Tenants Association and Qualified Tenants agree thereafter to look solely to the assignee for the satisfaction of any and all obligations and liabilities under this Agreement. The forgoing notwithstanding, it is agreed and understood that, in the event of a foreclosure by any bona fide lender on the Housing Accommodation as evidenced by a written mortgage or deed of trust on the Housing Accommodation, this Agreement shall not be binding upon said lender regardless of any assignment to same.

11. Time of Essence. Time shall be of the essence as to all dates and times of performance.

12. Performance. Each party agrees to perform any further acts and to execute, acknowledge and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

13. Gender. Feminine or neuter pronouns shall be substituted for those of masculine form, and the plural shall be substituted for the singular, in any place or places herein in which the context may require such substitution or substitutions.

14. Notice. Any notice or demand permitted or required hereby to be sent to a party hereto shall be made in writing and shall be delivered (a) by certified or registered mail, return receipt requested, with proper postage prepaid and addressed to the party as set out below, or (b) by hand delivery (which shall include delivery by reputable national overnight courier service) addressed to the party at the address set forth below. Any such notice or demand shall be effective and deemed received on the earlier to occur of the date of receipt of such notice or demand or the first refusal of receipt by the intended recipient thereof or the inability to deliver same because of a changed address of which no notice was given. Any party hereto may change its address for notices to any other location within the continental United States by notifying the other parties of the new address in the manner provided herein for the giving of notices, with such change to become effective ten (10) days after notice of the change of address is given. For the purposes hereof, notices shall be sent to:

If to Developer: 6634-6640 Georgia Ave NW, LLC
c/o Kadida Development Group LLC
1208 9th St NW, Washington D.C. 20001
Attn: Thomas Kadida
Email: tkadida@kadida.com

with a copy to: Nelson Mullins Riley & Scarborough LLP
101 Constitution Avenue, NW, Suite 900
Washington, DC 20001
Attn: Anitra D. Androh, Esq.
Email: anitra.androh@nelsonmullins.com

If to Tenants Association:

with a copy to:

Eric Rome, Esq.
Eisen & Rome, P.C.
1 Thomas Circle NW, Suite 1010
Washington, D.C. 20005
Email: eric@eisenrome.com

15. Miscellaneous.

(a) Counterparts. This Agreement may be executed in several counterparts and all such counterparts shall constitute one Agreement, binding on all parties, notwithstanding that all the parties are not signatory to the original or the same counterpart. Electronic and/or facsimile copies shall have the full force and effect as an original.

(b) Governing Law. This Agreement shall be construed in accordance with the laws of the District of Columbia (excluding its conflicts of laws rules).

(c) Captions. The captions and headings are for convenience of reference only and in no way define or limit the scope or content of this Agreement and in no way affect its provisions.

(d) Complete Agreement. This Agreement contains the complete and entire Agreement between the parties hereto and is intended to be an integration of all prior negotiations and understandings. Provided, however, in the event of any conflict between Exhibit A and the terms of this Agreement, this Agreement shall control. The parties hereto shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein.

(e) Additional Warranties by Tenants. Each Qualified Tenant by their consent to the execution of this Agreement represents and warrants to Developer that he/she has the exclusive right to occupy the apartment in which he or she is living and that no other person has any right to occupy said apartment or any rights to the benefits of this Agreement.

(f) Attorney's Fees. At the closing of Developer's purchase of the Housing Accommodation Developer shall pay to Eisen and Rome, P.C. the sum of \$30,000 as reimbursement for their legal services to the Tenants.

(g) Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

TENANTS ASSOCIATION:

WITNESS: _____

POWERHOUSE 6634-6638 GEORGIA AVE NW
TENANTS ASSOCIATION, INC.,
a District of Columbia non-profit corporation

By: _____
Name: _____
Title: President

DEVELOPER:

6640 GEORGIA AVE NW, LLC,
a District of Columbia limited liability company

By: _____
Name: Thomas Kadida
Title:

Exhibit A

Offer

Exhibit B

Qualified Tenants

Exhibit C

Lease Addendum

THIS LEASE ADDENDUM is entered into this _____ day of _____, 2022 by and between _____ (“Owner”) and _____ (“Tenant”).

Owner and Tenant are parties to a Lease with respect to Apartment _____ (“Unit”) at _____, Washington, D.C. (the “Unit”). The current rent for the Unit under that Lease is \$ _____ per month.

This Lease Addendum modifies and takes precedence over certain provisions in the Lease.

NOW, THEREFORE, the parties agree as follows:

1. The Lease is amended as provided in this Lease Addendum. In the event of any conflict by the Lease and/or any other Addendum to the Lease with this Lease Addendum, the provision in this Lease Addendum shall control.
2. The only increases in the rent charged which may be implemented for the Tenant will be increases in the monthly rent as permitted under DC Code section 42-3502.08(h)(2) and no increase will be permitted under DC Code sections 42-3502.10, 42-3502.11, 42-3502.12, 42-3502.14, and 42-3502.15 or otherwise. This means a maximum of a once per year increase at or below the rent adjustment of general applicability (automatic increase) plus two percent (2%), if the Tenant is not elderly and is not disabled and a once per year increase at or below the rent adjustment of general applicability (automatic increase), if the Tenant is elderly or has a disability. As of the date of this Lease Addendum, the Tenant (circle one) **is** / **is not** elderly or has a disability. This provision will remain in effect regardless of whether DC code section 42-2502.08(h)(2) remains in effect or is amended. The rent provisions stated above will remain in effect for the Tenant as long as the Tenant continues to rent and occupy the Unit, regardless of whether any additional person occupies the Unit with the permission of the Owner, but such rent limits shall not be effective as to any additional occupants remaining after the Tenant no longer occupies the Unit.
3. Tenant shall not be evicted except upon nonpayment of rent, or for violation of his/her lease, or temporarily for repairs, redevelopment, alterations, or substantial rehabilitation which cannot safely or reasonably be accomplished while the Unit is occupied.
4. If Tenant hereafter meets the statutory age and/or impairment qualifications for elderly or disabled status during her/his continuing lease, and if Tenant thereafter submits proof of age and/or disability to Owner and to the District of Columbia government as required by law, then beginning the month following Tenant’s change in status Owner may increase her/his rent only in accordance with the requirements currently in DC Code Section 42-3502.08 applicable to elderly/disabled persons.

5. This Lease Addendum applies to, and is binding upon, all future owners of the Unit and all assignees and/or successors in interest of either party, including any individual owner of any individual condominium unit should the property be converted (in which case there may be no eviction for personal use and occupancy), provided that Tenant may not assign any of his or her rights under this Lease Addendum.

In all other respects, Tenant's existing lease shall remain in full force and effect.

TENANT

OWNER:

By:

Exhibit D

Moveout Agreements and W-9

MOVEOUT AGREEMENT, NOTICE BY TENANT OF INTENTION TO VACATE, AND MUTUAL RELEASE

THIS MOVEOUT AGREEMENT, NOTICE BY TENANT OF INTENTION TO VACATE, AND MUTUAL RELEASE (the “**Moveout Agreement**”) is entered into this ____ day of _____, 2023, by and between the undersigned tenant(s) (collectively, the “**Tenant**”) and 6634-6640 Georgia Ave NW, LLC, (together with its successors and assigns, “**Developer**”) (together, the “**Parties**”).

WHEREAS, Developer, is under contract to purchase that certain property located at 6634-6638 Georgia Ave N.W., Washington, D.C. (the “**Property**”); and

WHEREAS, Developer and the Powerhouse 6634-6638 Georgia Ave NW Tenants Association, Inc. (the “**Tenants Association**”) entered into that certain Development Agreement, dated July ____, 2023 (the “**DA**”) which contains, *inter alia*, an option for tenants to move out of their apartments in exchange for a moveout payment; and

WHEREAS, Tenant desires to vacate the premises known as apartment _____ located at _____ (the “**Apartment**”) and receive the moveout payment; and

WHEREAS, Tenant is 18 years old or more and has signed below, represent to Developer that they are the sole tenant(s) of the Apartment and that there are no other tenants or occupants of the Apartment, other than Tenant’s dependents who are bound by this Notice to Vacate; and

WHEREAS, the Parties wish to enter into this Moveout Agreement and, as of the date Tenant vacates the Apartment as herein provided, to terminate any further liability of either Party to the other in any manner pertaining to or arising from Tenant’s use or occupancy of the Apartment or Tenant’s vacating the Apartment.

NOW, THEREFORE, in consideration of: (a) payment by Developer to Tenant of the sum hereinafter set forth; (b) the mutual promises contained herein; and (c) other good and valuable consideration the legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Preambles Incorporated. The foregoing preambles are incorporated into this Moveout Agreement as if fully set forth herein.

2. Tenant Representations and Warranties. Tenant states as follows:

a) Tenant has reviewed the DA. Tenant understands that provided that Tenant timely vacates in accordance with the terms of this Moveout Agreement, the amount to be paid in total with respect to any and all rights Tenant has in and to the Apartment is \$32,500 (the “**Vacate Payment**”) plus any applicable security deposit and accrued interest;

b) Tenant understands that by signing this Moveout Agreement, Tenant is agreeing to vacate Tenant’s Apartment in accordance with the terms of this Moveout Agreement;

c) Tenant is simultaneously signing this Moveout Agreement, together with IRS Form W-9, attached hereto as **Attachment A**;

d) Conditioned only on Developer’s timely payment of the Vacate Payment, Tenant hereby gives notice to Developer that Tenant (and all persons occupying the apartment by or through Tenant) shall vacate the Apartment by the Vacate Date; and

e) Tenant agrees to notify Developer in writing no later than _____ 2023 whether Tenant has elected to accept the Vacate Payment and move out of the Apartment.

f) Each of the parties signing this Moveout Agreement as the Tenant are the only ones who either now reside in the Apartment, or signed the lease for the Apartment, or otherwise have a claim to the Apartment.

3. **Payment to Tenant; Surrender of Premises.**

a) Provided that (i) Developer or an affiliate has acquired title to the Property, and (ii) Tenant has signed this Moveout Agreement and attached IRS Form W-9 and provides the same to Developer or its affiliate, then, Developer or its affiliate shall pay to Tenant the Vacate Payment.

b) Tenant and all residents of the Apartment shall vacate and surrender the Apartment to Developer upon sixty (60) days from the Developer, But no earlier than 90 days from the date the date on which Developer takes title to the Property (the “**Termination Date**”), time being of the essence. Tenant shall provide not less than fifteen (15) days’ prior written notice to Developer as to the date on which Tenant will vacate (the “**Vacate Date**”). In the event Tenant fails to give said notice, then the Vacate Date shall be the 60th day after the date on which Developer provides notice to vacate (which date shall not be earlier than 90 days fork the date that Developer takes title to the Property.

c) If Tenant has not vacated the Apartment on or by the Vacate Date, Developer shall be free to institute legal proceedings to recover possession of the Apartment from Tenant. **THE TENANT EXPRESSLY ACKNOWLEDGES THAT ITS EXECUTION OF THIS MOVEOUT AGREEMENT IS INTENDED AS A**

LEGALLY BINDING NOTICE TO VACATE ON TENANT'S BEHALF WHICH IS BEING RELIED UPON BY DEVELOPER AND THAT DEVELOPER SHALL BE ENTITLED TO RECOVER POSSESSION OF THE APARTMENT FROM TENANT IF TENANT FAILS TO VACATE TIMELY, REGARDLESS OF ANY PRIOR AGREEMENT RELATING TO TENANT'S USE AND OCCUPANCY OF THE APARTMENT, OR ANY OTHER RIGHTS WHICH MAY BE AFFORDED TO TENANT UNDER APPLICABLE LAW. TENANT EXPRESSLY WAIVES ANY NOTICE TO QUIT WHICH MAY BE REQUIRED BY APPLICABLE LAW.

Additionally, \$50 per day shall be deducted from Tenant's buyout payment for each day the Tenant remains in occupancy after the Vacate Date (if any). Forfeiture of all or a portion of the amount payable to Tenant by Tenant's failure to vacate as provided in this Moveout Agreement shall not affect the right of Developer to recover possession of the Apartment.

d) Tenant shall continue to pay rent and perform her/his obligations under her/his Lease until she/he vacates the Apartment as herein provided.

e) \$5000 shall be paid to Tenant within 1 business day of Developer's acquisition of the Property. Provided that Tenant vacates and surrenders to Developer the Apartment vacant and free of all tenants and occupants, and signs the Renunciation attached hereto as **Attachment B** on or before the Vacate Date as set forth herein, then within one (1) business day of such date that the Tenant permanently vacates and surrenders and returns the keys, whichever comes first, the Developer shall pay to Tenant the \$27,5000 balance of the Vacate Payment, less deductions for (i) vacating the Apartment after the Vacate Date, and (ii) any rent or charges owed by Tenant accruing after Developer's purchase of the Property, by check. All amounts stated in this Moveout Agreement are per apartment and not per tenant.

(f) Tenant shall be responsible for payment of any income taxes with respect to any monies that Tenant receives from Developer pursuant to this Moveout Agreement.

(g) Notwithstanding anything contained herein to the contrary, no payments under this Moveout Agreement shall be made unless and until Developer or affiliate has closed on its purchase of the Property.

4. **Mutual Release.** Upon Tenant vacating and surrendering the Apartment as provided herein and Tenant's receipt of all monies due and owing to Tenant pursuant to this Moveout Agreement, each of the Parties to this Moveout Agreement fully and finally hereby remises, releases, discharges, and waives any and all claims, damages, demands, actions at law, suits in equity, administrative claims or any other claim whatsoever which that Party, jointly or severally, had, has, or may have, whether presently known or unknown, against the other Party and his, her or its trustees, owners, partners, officers, directors, employees, stockholders, agents, successors, predecessors, assigns, transferees, personal representatives, heirs, representatives, or attorneys, jointly or severally, which in any manner pertain to or arise from the Apartment, Tenant's use or occupancy of the Apartment, Tenant's tenancy at the Property, or Tenant's vacating the Apartment.

Nothing in this Agreement, however, shall preclude either Party from pursuing any claim against any prior owner arising prior to Developer's purchase of the Property.

5. Remedies. The Tenant and Developer each recognize that the other shall suffer immediate and irreparable harm and damage in the event of a breach of their respective obligations under this Agreement. Accordingly, all of the parties agree that, except as otherwise limited in this Agreement, each party shall have the right to sue for specific enforcement of this Agreement in the event of a breach. In the event of litigation arising out of or relating to a breach of the terms of this Agreement, the non-breaching party in such litigation shall be entitled to recover reasonable attorney's fees from the breaching party. All reductions will be made to reimburse Developer for its damages associated with the delay. The reduction in the amount payable to the Tenant will not limit the right of Developer to pursue recovery of possession of the Apartment in a legal proceeding. Additionally, in the event Developer is required to initiate litigation to remove Tenant from Apartment, Developer shall be reimbursed its legal fees and expenses from the Vacate Payment. Tenant agrees that Developer may immediately seek eviction of the Tenant if he/she fails timely to vacate as provided under this Moveout Agreement by filing an action for eviction in D.C. Superior Court for a non-redeemable judgment for possession of the Unit. TIME IS OF THE ESSENCE as to the Vacate Date. Tenant waives any and all rights to receive a Notice to Quit prior to filing of any court action. Tenant further waives, to the fullest extent allowable under law, any defenses to an action for possession other than Developer's failure to deliver the Vacate Payment, and any right to a jury trial. Tenant acknowledges that the reduction in payment provided under this paragraph 5 above does not fully compensate Developer for the harm caused by the Tenant holding over after the Vacate Date, and that Developer is entitled as well to the remedy of a non-redeemable judgment for possession of the apartment, and any other remedies available under law or equity.

6. Entire Agreement. This Moveout Agreement constitutes the entire agreement between the Parties concerning the subject matter and supersedes all prior negotiations, agreements and undertakings. This Moveout Agreement may not be modified except by the written agreement of all Parties. The terms and conditions of this Agreement shall be binding upon the parties and their respective heirs, successors, assigns, and legal representatives. This Moveout Agreement shall be governed by the laws of the District of Columbia.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Developer has caused its duly authorized agent to execute this Moveout Agreement and Tenant has hereunto signed.

Tenant:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Developer:

6634-6640 Georgia Ave NW, LLC,
a District of Columbia limited liability
company

By: _____

Name: _____, Manager

Attachment A

IRS Form W-9

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Attachment B

Renunciation

I/we, for adequate consideration, renounce all interest of any nature that I/we might have in Apartment Number ____ at _____ Georgia Ave, NW, Washington, D.C. (“**Property**”) and all claims of any nature that I/we might have arising from possession of the Property, including but not limited to any right to purchase the Property. I/we have returned to 6634-6640 Georgia Ave NW, LLC, its successors and/or assigns (“**Developer**”) all keys that I/we have to the Property and I/we authorize Developer to dispose of any personal possessions that may be left in the Property.

TENANT:

DEVELOPER:

6634-6640 Georgia Ave NW, LLC
a District of Columbia limited liability company

By: _____
Printed Name: _____
Title: _____

Date

Exhibit E

Resolution

Exhibit F

Exceptions

A typical relocation expense is assumed to be \$26,600, inclusive of moving funds.

- 1) Unit 6634 #3 is a one bedroom unit but. However, if those tenants residing in Unit 6643 #3 elect to return to the Building, Developer shall relocate such tenants into a two bedroom unit.

The Developer will pay for the expenses of temporary relocation, including but not limited to, paying the difference, if any, between the amount of tenant's then-current rent and the relocation unit rent, and moving to and from the tenant's unit during the redevelopment. The Developer will provide all tenants at least 30 days' notice prior to said relocation, including identifying the location of the proposed temporary residence. During temporary relocation, the relocated tenants will continue to pay their then-current rent.

Upon permanent relocation, Tenant shall pay the authorized LIHTC rent for a two bedroom unit based on family income. In the event that the family income exceeds LIHTC limits, tenant shall pay the highest rent authorized by LIHTC. Current LIHTC rents are listed on the attached table for example purposes only, as those rents are adjusted from time-to-time and the applicable rent shall be that in force at the time of occupancy of the permanent unit.

- 2) For the creation of two, 2 bedroom units from 1 unit at unit #2 at 6638 Georgia Avenue NW #2 (the Original Unit)

Unit may have the option to lease an additional unit, 6638 Georgia Avenue unit #2 (the New Unit). Current management has agreed to spend up to \$7,500 on repairs and upgrades should a scope of work be determined and agreed upon. If that scope of work is not agreed upon, the provisions of the Agreement shall control. The Original Unit shall continue to be occupied by and Roberto Portillo, Yolibeth Rivera, Ana Ruiz, Alison Diaz (child, authorized occupant), and Ailyn Diaz(child, authorized occupant). The New Unit shall be occupied by Erenson Guzman, Flor Hernandez and Enrique Vargas, who shall sign a 12 month lease agreement for \$1,382 monthly.

The scope of work is to include the following:

- 1) Deep Clean
- 2) Update Sink
- 3) Wall in bedroom 2 repaired
- 4) Add 3 cabinets
- 5) Patch floors in bedrooms

Upon return to permanent unit, Erenson Guzman, Flor Hernandez and Enrique Vargas shall pay rent as provided in the Assignment and Development Agreement. Roberto Portillo, Yolibeth Rivera, Ana Ruiz, Alison Diaz (child, authorized occupant), and Ailyn Diaz (child, authorized occupant) shall pay the authorized LIHTC rent for a two bedroom unit based on family income. In the event that the family income exceeds LIHTC limits, tenant shall pay the highest rent authorized by LIHTC. Current LIHTC rents are listed on the attached table for example purposes only, as those rents are adjusted from time-to-time and the applicable rent shall be that in force at the time of occupancy of the permanent unit.

HOUSING PRODUCTION TRUST FUND (HPTF) HOUSEHOLD INCOME LIMITS**

HOUSEHOLD SIZE								
Income Limit	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% of MFI	\$31,950	\$36,500	\$41,050	\$45,650	\$50,200	\$54,750	\$59,300	\$63,900
50% of MFI	\$53,250	\$60,850	\$68,450	\$76,050	\$83,650	\$91,250	\$98,850	\$106,450
60% of MFI	\$63,900	\$73,000	\$82,150	\$91,250	\$100,400	\$109,500	\$118,650	\$127,750
80% of MFI	\$85,200	\$97,350	\$109,500	\$121,700	\$133,850	\$146,000	\$158,200	\$170,350

HOUSING PRODUCTION TRUST FUND (HPTF) MONTHLY MAXIMUM RENT LIMITS

BEDROOM COUNT						
Rent Limit	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
30%	\$800	\$910	\$1,030	\$1,250	\$1,480	\$1,600
50%	\$1,330	\$1,520	\$1,710	\$2,090	\$2,470	\$2,660
60%	\$1,600	\$1,830	\$2,050	\$2,510	\$2,970	\$3,190
80%	\$2,130	\$2,430	\$2,740	\$3,350	\$3,950	\$4,260

Exhibit G

Temporary Relocation

RELOCATION AGREEMENT

This **RELOCATION AGREEMENT** (this “**Agreement**”) is made as of the “**Effective Date**” set forth below, by and between (1) 6634-6640 Georgia Ave NW, LLC (individually and collectively, as applicable, the “**Landlord**”), and the individual or individuals identified below as the “**Tenant**”, with respect to the following:

Effective Date: _____

Tenant: _____

**Non-Tenant
Adult Occupants:** _____

Minor Occupants: _____

Existing Unit: _____, Building _____, Unit No. _____

Vacate Date: _____

Tenant’s Lease: Dated as of _____, as last amended _____

Transitional Unit: _____

New Unit: **To Be Specified As Provided Below**

THE UNDERSIGNED AGREE TO BE BOUND TO THE RELOCATION AGREEMENT SET FORTH ON THE FIVE (5) PAGES OF THIS DOCUMENT AS A SEALED INSTRUMENT.

Landlord:

6634-6640 Georgia Ave NW, LLC

By: _____

Print: _____

Title: _____

Print: _____

Title: _____

Tenant:

By: _____

Print: _____

By: _____

Print: _____

Non-Tenant Adult Occupants (see Section 8 below):

By: _____

Print: _____

By: _____

Print: _____

Relation to Tenant: _____

Relation to Tenant: _____

RECITALS:

- A. Landlord owns and operates a residential property located in the District of Columbia, currently known as 6634-6638 Georgia Ave NW, Washington, D.C. (the “**Property**”).
- B.
- C. Landlord desires to accomplish the redevelopment of the Property (the “**Redevelopment**”) by demolishing the existing buildings on the Property and replacing them with a newly constructed building (the “**New Building**”) that will include ____ affordable housing units. In order to commence and complete the Redevelopment, each unit in the Property must first be vacated and demolished.
- D. Tenant currently is a tenant at the Property under a written lease, identified above. The unit currently occupied by Tenant under said lease, as identified above, is referred to in this Agreement as the “**Existing Unit**” (identified above).
- E. Tenant and Landlord have agreed that, under the terms and conditions set forth herein, Tenant will vacate the Existing Unit, and temporarily relocate to the “**Transitional Unit**” (identified above).
- F. Tenant and Landlord have further agreed that, promptly following completion of the Redevelopment (currently estimated to be completed in approximately 24 months), as determined by Landlord, Tenant will move from the Transitional Unit to a newly constructed unit in the New Building specified by the Landlord that contains the same number of bedrooms and is of a comparable size as, the Existing Unit, subject to adjustment for Tenant’s household size in accordance with Section 3(b) below (the “**New Unit**”).

NOW, THEREFORE, in consideration of the foregoing, which is incorporated herein as if fully restated, and of the covenants, agreements and releases contained herein, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Election to Relocate to Transitional Unit; Lease Terms.** Tenant, on behalf of himself/herself/their self and everyone else occupying the Existing Unit, agrees that he/she/they will relocate from the Existing Unit to the Transitional Unit identified with specificity on **page 1** of this Agreement (the “**Transitional Unit**”). The tenant’s rental payment obligation for the Transitional Unit shall be the same as for the Existing Unit. The Transitional Unit must be decent, safe, and sanitary, as defined by local codes. Landlord will consult with Returning Original Tenants to determine the desired characteristics of temporary replacement housing, and to the extent feasible, will identify temporary replacement housing that takes into account schools, jobs, transportation, services, and similar characteristics. Returning Original Tenants will have the opportunity to view the units in person prior to their move-in date. The unit must be reasonably acceptable to the Returning Original Tenant.
2. **Agreement & Notice to Vacate Existing Unit; Move to Transitional Unit.** Tenant hereby provides notice of its intent to vacate the Existing Unit and relocate to the Transitional Unit upon not less than 60 days written notice from Landlord but in any event no later than the “**Vacate Date**” identified on **page 1** of this Agreement. If Tenant fails to comply with any term or condition of this Agreement, Tenant shall remain fully obligated to pay all rent and other amounts incurred under the terms of Tenant’s lease and tenancy through the date on which Tenant actually vacates the Existing Unit. This Agreement constitutes Tenant’s notice of intention to vacate the Existing Unit on or before the Vacate Date. If Tenant, without good cause, fails to vacate the Existing Unit on or before the Vacate Date, then Landlord shall be entitled to possession of the Existing Unit; and, in addition, Tenant shall lose all rights to move to a Transitional Unit or New Unit, and shall forfeit any and all rights afforded to Tenant under this Agreement and the Tenant Assignment and Development Agreement between 6634-6640 Georgia Ave NW, LLC and Powerhouse 6634-6638 Georgia Ave NW Tenants Association, Inc., dated July ____, 2023 (the “**Development Agreement**”) and at law, including without limitation, any limitations on rent chargeable or charged for the period commencing on the Vacate Date.
3. **Move to New Unit.** Provided that Tenant has signed and is in full compliance with this Agreement, Tenant shall have a right to and shall be required to move to the New Unit specified by Landlord. Nothing herein shall constitute any requirement of the Tenant to re-apply or re-qualify for either a Transitional Unit or a New Unit.
 - (a) **Notice to Relocate; Notice of Intention to Vacate.** When Landlord expects the New Unit to be

available for occupancy, Landlord shall give at least **30 days' written notice** of its availability to Tenant by regular mail and by certified mail with return receipt. If the certified mail return receipt is not signed by Tenant and received by Landlord within 7 days of mailing, Landlord will make best efforts to contact the Tenant by other means. This Agreement constitutes Tenant's notice of intention to vacate Tenant's Transitional Unit on or before the expiration of the aforesaid 30 days' notice period. No later than the first day of the month that is at least thirty (30) days following delivery of written notice by Landlord that the New Unit is available, Tenant must enter into a new lease for the New Unit (if requested by Landlord), occupy the New Unit as a primary residence, and begin making rent payments. (By way of illustration, if notice is delivered on May 5, the Returning Original Tenant would need to enter into a new lease, occupy the unit and begin rent payments no later than July 1.) Landlord will extend the date to commence occupancy of and rent payments for the New Unit if the deadline described above would impose exceptional hardship, such as, by way of example, causing a child to change schools mid-term. If Tenant fails to occupy and begin making rent payments for the New Unit within the time period described above, through no fault of Landlord, then said failure shall be a lease violation, entitling Landlord to all applicable rights and remedies therefor; and, in addition, Tenant shall lose all rights to move to a New Unit, and shall forfeit any and all rights afforded to Tenant under this Agreement and the Development Agreement and at law, including without limitation, any limitations on rent chargeable or charged for the period commencing on the date Tenant is required to occupy the New Unit.

(b) **New Unit.** The New Unit will have the same number of bedrooms and is of a comparable size as the Existing Unit; provided, however, that if the Tenant's household size was larger or smaller than was appropriate for the Existing Unit based on LIHTC requirements or if the Tenant's household size changes following relocation to the Transitional Unit, the Landlord may offer Tenant a new apartment in the New Building that is appropriate in size for Tenant's household size in accordance with applicable LIHTC requirements. Tenant shall not be entitled to a unit that is larger than is allowed by LIHTC (if Tenant is qualified under the LIHTC program). Tenant will have the opportunity to inspect the unit prior to move-in and to confirm that all work has been completed and that the unit is in move-in condition.

(c) **Terms of Occupancy.** Tenant's lease for the Existing Unit, as affected by this Agreement, shall govern Tenant's occupancy of the Transitional Unit and New Unit. This Agreement is and shall be treated as an amendment to and integral with and complementary with Tenant's lease. In the event of any conflict or inconsistency, this Agreement shall control. All rights, responsibilities and remedies of Tenant and Landlord, as provided in the existing lease, and all rights and remedies at law, shall apply with respect to this Agreement to the same extent as with respect to said existing lease.

4. **Rent; Utilities; Mail. Cable and Internet**

(a) Except as identified on **Schedule A** to this Agreement, current policies for payment of utilities, including electricity, water, gas, telephone, cable and internet, shall be identical for the Existing Unit, Transitional Unit and New Unit. In other words, except as identified on **Schedule A**, if Tenant is responsible for payment of one or more utilities in the Existing Unit, then Tenant shall be responsible for payment of the same items in the Transitional Unit and in the New Unit; and if Landlord is responsible for payment of one or more utilities in the Existing Unit, then Landlord shall be responsible for payment of the same items in the Transitional Unit and in the New Unit. If Schedule A shows a change in the party responsible for payment of certain utilities, Tenant's rental payment obligation will be adjusted accordingly.

(b) It will be the responsibility of Tenant to contact the Post Office to request a change of address and to request a forwarding of mail to the Transitional Unit and, when applicable, to the New Unit. Landlord's management will employ commercially reasonable efforts to assist and facilitate forwarding and delivery of mail. Landlord shall pay any cable or internet transfer fees.

(c) When Tenant moves to the Transitional Unit, Tenant will ensure that all of its existing utility accounts at the Existing Unit have been transferred to the Temporary Unit or closed. Tenant grants the Landlord permission to terminate any accounts that are remain active at the Existing Unit after Tenant has moved from the Existing Unit. If the existing utility accounts have an outstanding balance, the Landlord can pay that balance and deduct that amount from any payments due to the Tenant under this Agreement.

5. **Security Deposit.** Tenant's security deposit (if any) on the Existing Unit will be transferred to the Transitional Unit, and, when applicable, to the New Unit. No additional security shall be required for occupancy in a Transitional Unit or a New Unit.

6. **Moving Assistance.**

(a) Landlord agrees to arrange for moving supplies and a moving contractor to assist Tenant in the relocation of the goods and possessions of Tenant's household and will pay for moving costs of the moving contractor

arranged for by Landlord to the Transitional Unit and, when applicable, to the New Unit. Tenant shall be responsible for packing Tenant's goods and possessions that are to be moved by Landlord's moving contractor. Provided, however, Landlord will provide packing assistance for any elderly or disabled tenant, upon request. Landlord agrees that its outside moving contractor will be licensed and bonded. Landlord shall not be liable for any damage caused to Tenant's personal property unless due to the negligence of Landlord.

(b) Landlord shall pay all costs to transfer utilities, including electricity, water, gas, telephone, cable and internet, to the Transitional Unit and, when applicable, to the New Unit.

7. **Non-Transferability.** The rights of Tenant under this Agreement are not transferable to any other person. The benefits to and obligations of Tenant under this Agreement apply in the aggregate to all persons who presently occupy the Existing Unit or Transitional Unit under valid lease(s), and Tenant represents and warrants that Tenant has authority to bind all other occupants, if any, of the Existing Unit or Transitional Unit.

Only the parties specifically named herein as "**Tenant**" have rights as Tenant hereunder and/or under the Lease. Occupants who are not Tenants (e.g., children whose names and other appropriate information have been provided by Tenant to Landlord) must be disclosed to Landlord in writing and must be approved by Landlord expressly in each instance. Non-Tenant occupants are bound by this Agreement and the Lease to the same extent as Tenant is bound, and Tenant shall be fully responsible for all actions and omissions of all occupants of the Existing Unit, Transitional Unit and New Unit. Adult non-Tenant occupants of the Existing Unit, Transitional Unit and New Unit are required to sign this Agreement to acknowledge the foregoing. It is Tenant's responsibility to notify Landlord of any and all non-Tenant occupants of the Existing Unit, Transitional Unit and New Unit, and to ensure that Landlord's records are accurate at all times regarding all occupants of Tenant's Existing Unit, Transitional Unit and New Unit.

8. **Tenant Acknowledgement and Release.** By entering into this Agreement, Tenant acknowledges: (a) that he or she has, or they have done so voluntarily for due consideration received; (b) that he, she or they is/are not entitled to any relocation or moving assistance that might be available under applicable law, including Subchapter VII of the District of Columbia Rental Housing Act of 1985 as amended, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the regulations thereunder (the "**URA**"), in connection with the move from the Existing Unit to the Transitional Unit and then to the New Unit, other than as provided for in **Section 6** of this Agreement and in the Development Agreement; (c) that no additional notice to vacate or request to relocate from the Existing Unit in connection with the move to the Transitional Unit and then to the New Unit shall be required notwithstanding any provisions of applicable law to the contrary, including the provisions of § 42-3505.01(f) or (h) of the DC Official Code; (d) that each relocation by Tenant from the Existing Unit to the Transitional Unit and to the New Unit is, was and will be a voluntary relocation and not an eviction of Tenant under applicable law; (e) that Tenant has previously received an Offer of Sale with respect to the Property and to the Redevelopment as provided for in DC Code § 42-3404.02 et seq. ("**TOPA**") and that all applicable time periods with respect thereto have expired.
9. **Communications.** Landlord and Tenant will employ commercially reasonable efforts toward ensuring actual receipt of important communications pertinent to this Agreement.
10. **General and Miscellaneous.** This Agreement shall be construed and interpreted in accordance with the laws of the District of Columbia. This Agreement is made and entered into voluntarily, and the parties are free from any duress or influence, and fully understand the terms, conditions, and provisions of this Agreement, and believe its terms, conditions, and provisions to be fair, just and reasonable. This Agreement was negotiated between Landlord and Tenant and shall be construed without regard to any presumption or other rule requiring construction against the party causing the agreement to be drafted. Each party had the opportunity to read this Agreement and to consult with counsel prior to signing this Agreement. Each party to this Agreement represents and warrants that the person executing this Agreement on his, her, or its behalf is duly authorized to bind the party purporting to be bound thereby. This Agreement and Tenant's lease together constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior representations, warranties, and commitments with respect to the subject matter hereof. There are no other representations, warranties, or commitments other than Tenant's lease and D.C. Law and Regulations, to the extent not contrary to and related to the subject

matter of this Agreement, except as set forth herein. This Agreement may not be waived, altered, amended, modified or otherwise changed except by writing by the duly authorized representatives of the parties to this Agreement.

SCHEDULE A – UTILITIES

	<u>Existing Unit</u>	<u>Transitional Unit</u>	<u>New Unit</u>
Heating	Gas - Tenant	Electric - _____	Electric - Tenant
Cooling	Electric - Tenant	Electric - _____	Electric - Tenant
Hot Water	Gas - Tenant	Electric - _____	Electric - Tenant
Cooking	Gas - Tenant	Electric - _____	Electric - Tenant
Lights	Electric - Tenant	Electric - _____	Electric - Tenant
Water/Sewer	Owner	Owner	Owner