

EXHIBIT C

COMMUNITY BENEFITS AGREEMENT
For
Meadow Green Courts Apartments

This Community Benefits Agreement (“**Agreement**”) is entered as of January 15, 2019, among Milestone East Capitol 2, LLC, a District of Columbia limited liability company (“**Milestone 2**”), Milestone East Capitol 3, LLC, a District of Columbia limited liability company (“**Milestone 3**”), Milestone East Capitol 4, LLC, a District of Columbia limited liability company (“**Milestone 4**”), Milestone East Capitol 5, LLC, a District of Columbia limited liability company (“**Milestone 5**”), collectively with Milestone 2, Milestone 3 and Milestone 4, the “**Developers**” and each individually a (“**Developer**”), and Advisory Neighborhood Commission 7F (“**ANC 7F**”). The Developers and ANC 7F are collectively referred to in this Agreement as the “**Parties**”. This Agreement relates to the property known as “Meadow Green Courts” located at Minnesota Avenue, SE and A Street, SE in the District of Columbia and known for assessment and taxation purposes as Lot number 0802 in Square 5411 (“**Parcel 2**”), Lot number 0801 in Square 5412 (“**Parcel 3**”), Lot number 0802 in Square 5413 (“**Parcel 4**”), and Lot number 0801 in Square 5413N (“**Parcel 5**”, collectively with Parcel 1, Parcel 2, Parcel 3, and Parcel 4, the “**Property**”). The Property is shown on **Attachment A** and is located within the boundaries of ANC 7F and within the RA-1 Zone District. The Developers own Meadow Green Courts. The Meadow Green Courts Tenants Association (the “**Tenants Association**”) registered as a tenant organization under TOPA, giving it the exclusive right to exercise any rights under TOPA in connection with the Property. In May 2017, the Tenants Association assigned its rights under TOPA to the Developers in exchange for certain benefits (“**Development Agreement**”).

This Agreement is effective on the date all appeal periods have expired following the Zoning Commission’s approval of rezoning of the Property from RA-1 to RA-2 (the “**Effective Date**”).

1. **Redevelopment Plan**

The redevelopment plan (“**Project**”) for the Property includes several phases:

- Phased demolition followed by construction of new Buildings with residential units, and indoor and outdoor community spaces.
- Creation of a mixed-income community with no displacement of Current Residents (“**Current Residents**” or “**Residents**” means an individual or the individuals that is/are the leaseholder of a unit at the Property, as further defined in the Development Agreement).
- Off-street parking, in-unit washers & dryers, in-building mailboxes and trash disposal and improved security.
- Preservation of more than 30 Heritage trees that provide a significant shade canopy creating long-term community aesthetic, environmental and health benefits.
- A zoning map amendment from the DC Zoning Commission to rezone the Property from the RA-1 Zone to the RA-2 Zone (“**Zoning Map Amendment**”).
- Approximately 907 total residential units, with at least 435 Affordable Units. Generally, “**Affordable**” means households earning 60% of Area Median Income (“**AMI**”) or less, adjusted for household size (“**Affordable Units**”).
- Rental and homeownership opportunities.
- A commitment that the existing residential unit mix at the Property of 1 (23%), 2 (66%) and 3 (11%) bedroom units will be retained for 435 newly constructed Affordable Units, with more three-bedroom units for Current Residents wherever possible.
- The mix of 435 affordable units is as follows:
 - One bedroom (23%) = 100

- Two bedroom (66%) = 287
- Three (11%) = 48
- Whenever possible the Developers agree to increase the percentage of three-bedroom units.
- The unit mix of the remaining approximately 472 units is to be determined based on community needs and market conditions over the next eight to ten years, in consultation with ANC 7F.
- The Developers agree to determine the feasibility of reusing bricks salvaged from the existing buildings in the construction of new buildings and site improvements, such as walls, decorative site features and walk ways, The Developers will share the results of the feasibility analysis with ANC 7F.

2. **Resident Protections**

Under the terms of the Development Agreement between the Developers and the Tenants Association, the Current Residents receive a number of protections, which are summarized as follows:

- Rent increase protection – annual increases limited to Cost of Living plus 2% for all eligible Residents.
- Temporary relocation and right to return for all eligible Residents.
- All costs of relocation borne by the Developers.
- 10% discount from market price of “for-sale” homes for eligible Residents.

3. **Workforce Development and Employment**

The Developers are committed to creating meaningful, long-term employment opportunities in apartment maintenance and construction for residents of Ward 7.

- The Developers' affiliated workforce development not-for-profit (Turnaround, Inc.) is already an active employer of Ward 7 residents.
- Turnaround, Inc. is also the Managing Member of each of the Developers' entities.
- Turnaround, Inc.'s goal is to increase the employment of Ward 7 residents in all aspects of the redevelopment.
- The Developers, in cooperation with ANC 7F, will host annual job fairs to encourage Ward 7 residents to apply for employment in all phases of the project, including construction, maintenance and property management.
- The Developers plan to use government financing for construction of new buildings on the Property. This financing will bring additional employment requirements and monitoring under DC law and regulations.
- The Developers agree to use their best efforts to assure that 20% of the value of construction contracts is awarded to qualified contractors and sub-contractors based in Ward 7

4. Proposed Benefits for the Surrounding Community

Although the Developers and ANC 7F recognize that the amenities are primarily for the benefit of the Residents of the Property, the Developer agrees that the Surrounding Community ("Surrounding Community" means the owners/residents of the properties within 1,000 ft. of the Property) will have access, at no cost to the Surrounding Community, to the indoor and outdoor community spaces, such as the community center, within the Property, consistent with the priority needs of the Residents. ANC 7F will also have access to the community spaces for meetings and events. The Developers will establish a reservation system that identifies the community spaces, gives priority use to residents of Meadow Green Courts and assures equitable access for other users.

5. **Consultation with the Surrounding Community and ANC 7F**

The Developers agree to meet with the community in public meetings on a regular basis.. The Developers will present the specific plans for each Phase or Building to ANC 7F, before applying for construction permits, including construction management issues.

6. **Benefits to Be Administered by ANC 7F**

The Developers agree to establish a Community Benefit Fund in the total amount of \$225,000 (the “Community Benefit Fund”). Of this total amount the Developers will make funds available at the start of construction on each of the four Parcels within the Project on the following schedule at the start of construction on each of the Parcels:

- **First Parcel** = **\$25,000**
- **Second Parcel** = **\$50,000**
- **Third Parcel** = **\$75,000**
- **Fourth Parcel** = **\$75,000**

ANC 7F will propose specific activities or programs for funding to the Developers. Each activity or program will have a detailed budget and must have the support of a majority of the ANC 7F Commissioners. It is the intent of ANC 7F that the projects will benefit all of Ward 7, with a particular focus on ANC 7F. Examples of eligible projects include arts programs, scholarships and college preparation programs or college visits.

7. **ANC 7F Support of Project**

ANC 7F recognizes that the Developers plan to demolish all of the existing buildings within the Project in phases, and replace them with new buildings. This approach has the written support of the Meadow Green Courts Tenants Association. ANC 7F will not sponsor or support any efforts to delay or prevent this approach.

8. Modification

No modification of this Agreement shall be valid unless made in writing and duly executed by authorized representatives of the Parties, their successors or assigns.

9. Dispute Resolution

This Agreement is being adopted by the Developer for the benefit of the Residents and the Surrounding Community and is an agreement between Developer and ANC 7F. The Parties intend that if a concern or dispute arises, with respect to this Agreement, these concerns and disputes should be addressed collegially to the maximum extent possible, and the Parties anticipate that such collegial efforts will be successful.

10. Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one instrument.

11. Binding on Successors and Assigned of the Developers

This Agreement is binding on the Developers' successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

In witness hereof, the Parties hereto have duly executed and delivered this Agreement as of the date first written above.

Advisory Neighborhood Commission 7F



By:
Tyrell M. Holcomb

Title: 7F Commission, Chairman

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

In witness hereof, the Parties hereto have duly executed and delivered this Agreement as of the date first written above.

MILESTONE EAST CAPITOL 2, LLC,
a District of Columbia limited liability company

By: MILESTONE EAST CAPITOL 2 MM, LLC,
a District of Columbia limited liability company
its managing member

By: TAI LLC,
a District of Columbia limited liability company,
its manager and member

By: TURNAROUND, INC.
a District of Columbia nonprofit corporation
its sole member

By: _____
Thomas P. Gallagher
Its: President

MILESTONE EAST CAPITOL 3, LLC,
a District of Columbia limited liability company

By: MILESTONE EAST CAPITOL 3 MM, LLC,
a District of Columbia limited liability company
its managing member

By: TAI LLC,
a District of Columbia limited liability company,
its manager and member

By: TURNAROUND, INC.
a District of Columbia nonprofit corporation
its sole member

By: _____
Thomas P. Gallagher
Its: President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

In witness hereof, the Parties hereto have duly executed and delivered this Agreement as of the date first written above.

MILESTONE EAST CAPITOL 4, LLC,
a District of Columbia limited liability company

By: MILESTONE EAST CAPITOL 4 MM, LLC,
a District of Columbia limited liability company
its managing member

By: TAI LLC,
a District of Columbia limited liability company,
its manager and member

By: TURNAROUND, INC.
a District of Columbia nonprofit corporation
its sole member

By: _____
Thomas P. Gallagher
Its: President

MILESTONE EAST CAPITOL 5, LLC,
a District of Columbia limited liability company

By: MILESTONE EAST CAPITOL 5 MM, LLC,
a District of Columbia limited liability company
its managing member

By: TAI LLC,
a District of Columbia limited liability company,
its manager and member

By: TURNAROUND, INC.
a District of Columbia nonprofit corporation
its sole member

By: _____
Thomas P. Gallagher
Its: President

[END OF SIGNATURES]

Tenant Assignment and Development Agreement

Meadow Green Courts Apartments

This Tenant Assignment and Development Agreement (“*Agreement*”) is entered as of May 20, 2017 (the “*Effective Date*”), by Milestone Senior Owner LLC, a District of Columbia limited liability company (“*Milestone Senior*”), Milestone East Capitol 2, LLC, a District of Columbia limited liability company (“*Milestone 2*”), Milestone East Capitol 3, LLC, a District of Columbia limited liability company (“*Milestone 3*”), Milestone East Capitol 4, LLC, a District of Columbia limited liability company (“*Milestone 4*”), Milestone East Capitol 5, LLC, a District of Columbia limited liability company (“*Milestone 5*”, collectively with Milestone Senior, Milestone 2, Milestone 3 and Milestone 4, the “*Purchasers*” and each individually a “*Purchaser*”), and Meadow Green Courts Residents Association, Inc., a District of Columbia nonprofit corporation (“*Tenants Association*”). The Purchasers and Tenants Association are collectively referred to in this Agreement as the “*Parties*”.

1. Background

This Agreement relates to the property known as “Meadow Green Courts” located at Minnesota Avenue, SE and A Street, SE in the District of Columbia and known for assessment and taxation purposes as Lot number 0800 in Square 5410 (“*Parcel 1*”), Lot number 0802 in Square 5411 (“*Parcel 2*”), Lot number 0801 in Square 5412 (“*Parcel 3*”), Lot number 0802 in Square 5413 (“*Parcel 4*”), and Lot number 0801 in Square 5413N (“*Parcel 5*”, collectively with Parcel 1, Parcel 2, Parcel 3, and Parcel 4, the “*Property*”). The Purchasers entered into a Purchase and Sale Contract with Seller dated as of October 18, 2016, to acquire the Property (the “*Purchase Agreement*”). On or about April 28, 2017, Greenway Apartments, L.P., a District of Columbia limited partnership (the “*Seller*”), the owner of the Property, provided the tenants of the Property an Offer of Sale and Tenant Opportunity to Purchase (the “*Offer*”) pursuant to Subtitle IV of the Rental Housing Conversion and Sale Act of 1980, as amended (D.C. Code 42-3404.01 et seq.) (“*TOPA*”). The Tenants Association registered as a tenant organization under TOPA, giving it the exclusive right to exercise any rights under TOPA in connection with the Offer. Pursuant to this Agreement, the Tenants Association will assign its rights under TOPA in exchange for certain benefits.

As used in this Agreement, the term “*Current Tenant*” means an individual or the individuals that is/are the leaseholder of a unit at the Property on the Effective Date (each unit, an “*Existing Unit*” and all such units being the “*Existing Units*”), as identified on Exhibit A attached hereto. Purchasers will consider in good faith any reasonable evidence that an individual not listed on Exhibit A qualifies as a Current Tenant. The benefits described in this Agreement are on a per-unit basis, so if there is more than one Current Tenant for an Existing Unit, they will be considered a single Current Tenant and all benefits under this Agreement will be provided to them jointly. Occupants of an Existing Unit that are not leaseholders are not considered Current Tenants. This Agreement does not modify the rights of tenants at the Property under their leases except as expressly set forth below.

2. Redevelopment

(a) Purchasers shall pursue the redevelopment of the Property (the "**Redevelopment**"). Purchasers expect to obtain zoning entitlements to allow the demolition of the existing buildings on the Property (the "**Existing Buildings**") and to allow for a planned unit development status for the entire site. The Redevelopment shall occur in phases (each a "**Phase**") and a total of at least four hundred sixty-two (462) residential apartment units (the "**Units**") shall be built, at least three hundred seventy-seven (377) of which are expected to be Affordable Units (as defined below). Purchasers shall use commercially reasonable efforts to pursue the fastest path possible to redevelop the Property. There are five (5) Parcels, and each phase will involve one or more Parcels, as the circumstances reasonably permit. Parcel 1 will be owned by Milestone Senior, Parcel 2 will be owned by Milestone 2, Parcel 3 will be owned by Milestone 3, Parcel 4 will be owned by Milestone 4, and Parcel 5 will be owned by Milestone 5. Phases of the Redevelopment may include Affordable Units, market-rate Units and Units for sale. If any Units are developed for sale, Returning Tenants (as defined in Section 6 below) will have first priority to purchase such Units and will receive a ten percent (10%) reduction in the sales price if they are otherwise qualified to purchase such Units. Existing Buildings will only be demolished when the new development financing for such Phase is in place.

"**Affordable Units**" means units set aside for and with rents affordable to low- or moderate-income households in accordance with one or more applicable federal and District of Columbia programs.

(b) The Purchasers will keep the Board of Directors of the Tenants Association (the "**Board of Directors**") informed of the progress of the Purchasers in the planning and implementation of the Redevelopment and will use good faith efforts to consult with the Current Tenants regarding the priority and type of amenities included in each Phase. The Purchasers will also consult with the Board of Directors in the planned unit development and approval process. It is anticipated that the new buildings will be wood frame construction with four (4) to five (5) stories and elevators. All new units will be finished to the same level and quality. It is also anticipated that the new buildings will have some ground-level under-building parking and some surface parking compliant with any relevant standards of the District of Columbia. To the extent a Phase has designated parking spaces, Returning Tenants will have first priority for a designated parking space and such parking spaces will be made available to Returning Tenants at no additional cost. Subject to funding availability and if commercially reasonable, additional amenities may be added to the Property, as listed in Exhibit B hereto. Purchasers will provide such amenities to Returning Tenants at no additional cost.

3. **Assignment of TOPA Rights**

(a) The Tenants Association hereby waives and assigns to Purchasers all rights it has or may have under TOPA related to the Offer. The Tenants Association's waivers and/or assignments pursuant to this Section 3 shall apply to Purchasers' acquisition of the Property under the Purchase Agreement and the subsequent

Redevelopment of the Property as contemplated by this Agreement. The Tenants will execute such other documents as may be reasonably required by the Purchasers, lenders, investors, governmental authorities, or a title company to confirm and/or perfect this wavier and assignment.

(b) It is anticipated that for certain Phases of the Redevelopment, a Low-Income Housing Tax Credit Investor will be admitted into the applicable Purchaser and the ownership structure of the managing member of such Purchaser may be re-organized (a "**Phase Reorganization**"). If a Phase Reorganization occurs, the relevant Purchaser will ensure that it complies with TOPA by providing a notice of transfer or an opportunity to purchase under TOPA to the tenants at the Property (the "**TOPA Notice**"). The parties acknowledge that each Purchaser anticipates that in connection with a Phase Reorganization it will be able to comply with TOPA by providing a notice of transfer. Provided that the Developer is otherwise in compliance with this Agreement, the Tenants Association shall take all steps reasonable and necessary to cause the tenants of the applicable Phase to waive and/or assign to the applicable Purchaser all of their rights under TOPA in connection with the Phase Reorganization and TOPA Notice for no additional consideration. If the Tenant Association, any tenants or any other organization representing or purporting to represent the tenants of a Phase registers under TOPA in connection with the TOPA Notice and does not promptly waive or assign to the applicable Purchaser such rights for no additional consideration, then such Purchaser's obligation to provide any benefit under this Agreement shall immediately terminate. For the avoidance of doubt, a Purchaser's right to terminate this Agreement pursuant to this Section 3(b) applies only to itself and the Phase(s) at issue.

(c) The Tenants Association acknowledges and agrees that in connection with the Redevelopment the Purchasers may enter into one or more contracts to sell (a "**Future Contract**"), and may sell all or a portion of the Property to another party (the "**Future Developer**"). If any Purchaser enters into a Future Contract prior to the completion of the development of the applicable Phase and within ten (10) years of the Effective Date and, in connection with the Future Contract, such Purchaser(s) provides an opportunity to purchase or notice of transfer under TOPA to the tenants at the Property (the "**Future TOPA Notice**"), then, provided that the Developer is otherwise in compliance with this Agreement and so long as Purchasers and/or the Future Developer remains obligated to provide all remaining benefits described in Sections 4, 5, 6 and 7 of this Agreement, the Tenants Association shall take all steps reasonable and necessary to cause the tenants of the applicable Phase to waive and/or assign to Purchasers or Future Developer all of their rights under TOPA in connection with the Future Contract and Future TOPA Notice for no additional consideration. If the Tenant Association or any other organization representing or purporting to represent the tenants of a Phase registers under TOPA in connection with the Future TOPA Notice and does not promptly waive or assign to the applicable Purchaser or Future Developer such rights for no additional consideration, then such Purchaser's obligation to provide any benefit under this Agreement shall immediately terminate, at Purchaser's option. For the avoidance of doubt, a Purchaser's right to terminate this Agreement pursuant to this Section 3(c) applies only to itself and the single Phase at issue in such notice.

4. **Affordability**

While at this stage it is not possible to specify all of the levels of affordability that will apply to the Property following the Redevelopment, the goal of the project is to maximize affordability for the long-term for a portion of the Units. Purchasers, as developers, shall adhere to the following guiding principles:

(a) The Purchasers will develop an Affordability Plan (the "*Affordability Plan*") which will apply to all current and future residents.

(b) As an initial target, the Affordability Plan will provide that at least three hundred seventy-seven (377) of the Units will be made available for households that are income-qualified under the Low Income Housing Tax Credit Program ("*LIHTC*"). The rent for these Units shall not exceed the amount permitted under LIHTC. Additionally, the Affordability Plan shall provide that the rent for any Returning Tenant shall be equivalent to the rent charged to such Returning Tenant on the last day of his or her occupancy of an Existing Unit, as such rent may be increased annually by a percentage equal to any increase in the Consumer Price Index (CPI-U), Washington-Baltimore plus two percent (2%), unless the Returning Tenant returns to a Replacement Unit (as defined below) that has more or fewer bedrooms than the Existing Unit, in which case the rent will be adjusted as described pursuant to Exhibit A of the Relocation Agreement. If the cost of utilities at a Replacement Unit is higher than the cost of utilities at the Returning Tenant's Existing Unit because of a change in the types of utilities paid directly by the Returning Tenant or a change in the systems powered by utilities paid directly by the Returning Tenant, the Returning Tenant's rent will be adjusted downward accordingly.

5. **Temporary Relocation**

It is anticipated that all tenants at the Property will be required to relocate from their Existing Unit in order for Purchasers to perform the Redevelopment ("*Relocation*"). It is anticipated that the tenants will be relocated to other units at the Property, but in some cases, off-site relocation may be required prior to returning to a new Unit. The applicable Purchaser and a Current Tenant will enter into a Temporary Relocation Agreement in a form attached as Exhibit C hereto (a "*Relocation Agreement*"). Depending on the timing and completion of the Phases, the Current Tenant may be re-located one (1) or more times. The Purchasers shall pay any expenses of the Current Tenant as agreed to in the applicable Relocation Agreement and shall provide the services of a relocation specialist to aid the Current Tenant before and during the relocation process. At the time of each move, the Tenant's existing lease will terminate and a new lease for the relocation unit will be signed. All new leases will not impose any new obligations or restrictions on tenants, except as provided for in, and consistent with, this Agreement and the Relocation Agreement

6. **Option to Return**

(a) A Current Tenant will have the option to move back to the Phase in which

his or her Existing Unit was located after Redevelopment, or to another newly constructed unit at the Property (in either case, a "**Replacement Unit**"), which Replacement Unit shall be comparably sized to the Current Tenant's Existing Unit (i.e. with respect to the number of bedrooms), so long as the Current Tenant complies with each and every one of the following conditions:

(i) Upon receipt of notice from the Purchaser that a Replacement Unit is available for occupancy, the Current Tenant must inform the Purchaser in writing whether or not he/she/they elect(s) to return to the Property. If a Current Tenant does not make an election in writing within the thirty (30)-day period, the Current Tenant will be deemed to have elected not to return. If Current Tenant is unable to make such election for good cause (e.g. health issues or a bonafide unavoidable absence) within the thirty (30)-day period, then Current Tenant, if consented to by the Purchaser, may elect to return to the Property so long as he/she notifies the Purchaser promptly when able. A Current Tenant that elects, or is deemed to have elected, to return is referred to in this Agreement as a "**Returning Tenant**".

(ii) A Returning Tenant must provide all requested information to determine eligibility for the Low Income Housing Tax Credit program at the time he or she returns to the Property. Ineligibility for the LIHTC program will not negate the Returning Tenant's right to return.

(iii) A Returning Tenant who relocates off-site must provide Purchasers with written notice of any change in his or her principal address following Relocation.

(iv) A Returning Tenant must be in compliance with the Relocation Agreement.

(b) Purchasers shall offer each Returning Tenant that satisfies each of the conditions in Section 6(a) of this Agreement one (1) or more options for a Replacement Unit at the Property. Such Replacement Unit will have the same number of bedrooms as the Returning Tenant's Existing Unit. If appropriate for Returning Tenant's household size, Landlord will give the Returning Tenant the option to move into a unit with more or fewer bedrooms, if such unit is available; provided that a Purchaser cannot require a Returning Tenant to occupy a Replacement Unit with fewer bedrooms than a Returning Tenant's Existing Unit.

(c) To the maximum extent feasible, the Replacement Unit will be comparable in square footage to the Existing Units with same number of bedrooms. A Replacement Unit comparably sized to an Existing Units is one that is not more than five percent (5%) smaller than the weighted average size of the Existing Units with the same number of bedrooms (a "**Comparably Sized Replacement Units**"). For Replacement Units that are not Comparably Sized Replacement Units, the Purchaser will pay the Returning Tenant Twenty-Five Dollars (\$25) per square foot for each square foot by

which the new unit falls short of being a Comparably Size Replacement Unit. As an example, if the weighted average size of an existing three (3)-bedroom unit is one thousand three hundred (1,300) square feet, a three (3)-bedroom Comparably Sized Replacement Unit would be at least one thousand two hundred and thirty-five (1,235) square feet, which is the weighted average of existing three (3)-bedroom units less five percent (5%), or sixty-seven (65) square feet. If, as an example, the replacement (3)-bedroom unit was one thousand fifty (1,050) square feet, the Purchaser would make the Returning Tenant a one-time payment in the amount of Four Thousand Six Hundred Twenty-Five Dollars (\$5,300) ($\$4,625 = 185 \text{ square feet} \times \25 ; $185 \text{ square feet} = 1,235 \text{ square feet} - 1,050 \text{ square feet}$).

(d) For buildings serving populations with particular needs, such as the building in Parcel 1 serving elderly households, the calculation of Comparably Sized Replacement Units shall include program spaces within the building, such as common dining area, libraries and classrooms.

7. **Maintenance Policies & Job Preference**

(a) Exhibit D to this Agreement describes the maintenance procedures and policies that the Purchasers anticipate will be used in each Phase, once such Phase has been redeveloped (the "*Maintenance Policies*"). The parties acknowledge that the Maintenance Policies may be revised over time and the Purchasers agree that they will make ongoing and good faith efforts to remain in compliance with the Maintenance Policies. Any failure of the Purchasers or their employees to provide or adhere to the Maintenance Policies will not cause a default under this Agreement and will not be subject to the default provisions described in Section 10.

(b) The Redevelopment will create job opportunities in the construction trades for the residents of Ward 7. The Purchasers will work closely with their affiliated nonprofit workforce empowerment program, known as Turnaround, Inc. ("*TAI*"), to recruit, train and employ Ward 7 residents, including any Current Tenants, in the building maintenance and construction trades. The Purchasers will require that construction contractors involved in the Redevelopment provide job opportunities to successful participants in this empowerment program. The Purchasers will work closely with TAI to use commercially reasonable efforts to cause at least twenty-five percent (25%) of the job opportunities related to the Redevelopment to be filled by Ward 7 residents. The Purchasers and TAI will also ensure that the hiring practices of the construction contractors or similar entities will prioritize the hiring of Current Tenants. The Purchasers will also work with the Tenants Association to encourage project-specific construction trade job creation for Ward 7 residents through other appropriate empowerment and training programs. The Purchasers and the Tenant Association acknowledge that one or more Phases of the redevelopment may receive governmental assistance, which may mandate specific hiring policies and preferences beyond the control or discretion of Purchasers.

8. **Tenants Association Cooperation & Related Fees**

(a) Provided that any public submissions are consistent with this Agreement or otherwise approved by the Tenants Association, the Tenants Association shall assist the Purchasers in securing public funding and approvals required for redevelopment of the Property. Such assistance may include, at the request of Purchasers, (a) the attendance and support of the Tenants Association at public hearings and meetings to the extent practical and as requested by Purchasers, and (b) letters of support and efforts to obtain letters of support. The Tenants Association acknowledges that the Purchasers will need accurate information regarding the income and household composition of residents of the Property in order to obtain public funding, and the Tenants Association shall use best efforts to help Purchasers obtain that information.

(b) Purchasers will open a joint account with each Purchaser and the Tenants Association as signatories (the "*Tenant Association Account*"). Upon the completion of the redevelopment of each Phase, the applicable Purchaser will deposit Ten Thousand Dollars (\$10,000) into the Tenant Association Account to be used for the operations of the Tenant Association. Each year thereafter, the Purchasers will each deposit of Ten Thousand Three Hundred Dollars (\$10,300) per year, which amount will be escalated by three percent (3%) annually.

No later than December 1 of each year, the Tenants Association shall submit to the Purchasers a budget (the "*Proposed Budget*") for the proposed use of the funds in the Tenant Association Account. The Purchasers will have thirty (30) days to review and approve the Proposed Budget, and upon approval, the Proposed Budget will become the "*Budget*". To withdraw funds from the Tenants Association Account, the Tenants Association, or its authorized representative, must submit a withdrawal request to the Purchasers that states the amount of funds requested, the use of the funds, and a comparison of costs incurred to date and the Budget (a "*Withdrawal Request*"). Within five (5) business days of receipt of a Withdrawal Request, the Purchasers will approve or disapprove such request (which approval/disapproval may be delivered via email confirmation). If the Purchasers do not respond to the Tenants Association within five (5) business days, it will be considered a deemed disapproval of the request.

(c) Purchasers shall pay a flat fee to the counsel of the Tenants Association in connection with the development of each Phase. Such fee shall not exceed Twenty-Five Thousand Dollars (\$25,000) per Phase and will be paid at the time of closing on the acquisition of the Phase by a Purchaser. The fee for Parcel 1 shall be Twenty-Five Thousand Dollars (\$25,000).

9. **Termination and Loss of Benefits**

(a) If any Purchaser determines that it will be unable to close on the acquisition of its Phase or to redevelop it in accordance with the provisions of this Agreement or the Purchase Agreement or the Purchase Agreement is terminated prior to acquisition of its Phase, then such Purchaser may terminate this Agreement with respect to its Phase by giving Tenants Association no less than thirty (30) days prior notice and

such Purchaser(s) shall be reimbursed an amount equal to any deposit Purchasers posted pursuant to the Purchase Agreement.

(b) A Current Tenant shall have no further rights under this Agreement upon the occurrence of any of the following:

(i) If a court issues a judgment for possession against the Current Tenant in connection with either an Existing Unit at the Property or a temporary relocation unit;

(ii) If the Current Tenant vacates or abandons either an Existing Unit at the Property or a temporary relocation unit other than in accordance with this Agreement;

(iii) If the Current Tenant dies (provided that if the Current Tenant is comprised of more than one (1) person, the surviving person shall retain all benefits);

(iv) If the Current Tenant is a Returning Tenant and fails to satisfy each of the conditions set forth in Sections 5 or 6, as applicable;

(v) If this Agreement is terminated by a Purchaser in accordance with Section 9(a) above; or

(vi) If the Relocation Agreement is terminated in accordance with its terms.

10. **Default**

In the event of a default by either party under this Agreement, and if such default continues for thirty (30) days after written notice from the non-defaulting party (an "*Event of Default*"), the non-defaulting party shall have the right to pursue its remedies at law or equity. In an effort to resolve any disputes that arise during the term of this Agreement, the parties agree that all disputes, except as hereafter provided, shall be first submitted to nonbinding mediation with a mutually agreed upon mediator in the District of Columbia. A demand for mediation shall be forwarded in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be prejudiced or barred by the applicable statute of limitations. Within ten (10) days after receipt of the demand for mediation, the parties shall attempt in good faith to agree on a mediator. Should however, the parties fail to agree on a mediator, then the mediator shall be selected by the Multi-Door Dispute Resolution Division of the D.C. Superior Court. The mediation shall be held within thirty (30) days from the selection of the mediator. Each party shall bear its own expenses of such mediation, including the attorneys' fees and expenses of the parties.

11. **Approval Standards; Right to Review**

Except as otherwise specified, the Parties shall act diligently, reasonably and in good faith in their actions, decisions and approvals with respect to each other.

12. **Choice of Law**

The Agreement will be construed and interpreted under the laws of the District of Columbia.

13. **Counterparts**

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

14. **Successors and Assigns; Third Party Beneficiary**

This Agreement shall be binding on each party's successors and assigns. Each Purchaser shall have the right to assign its rights and obligations hereunder. Each Current Tenant shall be deemed a third party beneficiary of this Agreement. The Current Tenants may not assign their rights under this Agreement.

15. **Severability**

The terms of this Agreement are severable, and if any provision or provisions are deemed invalid, then the remainder of the Agreement shall be read and interpreted to extent possible as if the invalid terms had been stricken.

16. **Entire Agreement**

This Agreement constitutes the sole agreement of the Parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the Parties. It may not be modified except in writing by the Parties.

17. **Notices**

Notices to the Parties shall be sent to the following addresses:

If to Purchasers:

c/o E&G Group
1651 Meadow Road, Suite 305

McLean, VA 20036
Attn: tgallager@eandggroup.com

With a copy to:
Klein Hornig LLP
1275 K Street, NW, Suite 1275
Washington, DC 20010
Attn: Aaron O'Toole

If to Tenants Association:

Meadow Green Courts Residents Association

Attn: _____

With a copy to:

Eric M. Rome, Esq.
Eisen & Rome, P.C.
One Thomas Circle N.W. #850
Washington, D.C. 20005

Notices shall be sent by hand delivery, first class mail, electronic mail, or overnight delivery. If sent by hand delivery or electronic mail, notices shall be deemed received the day of delivery. If delivered by first class mail, notices shall be deemed received the third (3rd) business day after being deposited into the mail. If delivered by overnight delivery, notices shall be deemed received the day after being deposited with the delivery service.

[signatures appear on the following page]

The Parties hereby enter into this Tenant Assignment and Development Agreement as of the date first written above:

MEADOW GREEN RESIDENTS ASSOCIATION

By: 

Its: President

[signatures continue on following page]

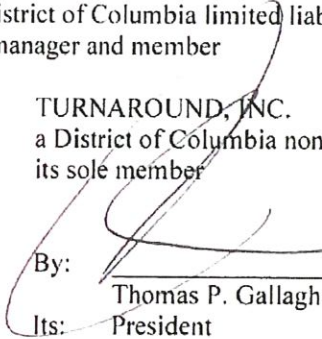
The Parties hereby enter into this Tenant Assignment and Development Agreement as of the date first written above:

MILESTONE SENIOR OWNER, LLC,
a District of Columbia limited liability company

By: MILESTONE SENIOR MM, LLC,
a District of Columbia limited liability company
its sole member

By: TAI LLC,
a District of Columbia limited liability company,
its manager and member

By: TURNAROUND, INC.
a District of Columbia nonprofit corporation
its sole member

By: 

Thomas P. Gallagher
Its: President

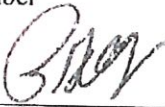
The Parties hereby enter into this Tenant Assignment and Development Agreement as of the date first written above:

MILESTONE EAST CAPITOL 2, LLC,
a District of Columbia limited liability company

By: **MILESTONE EAST CAPITOL 2 MM, LLC,**
a District of Columbia limited liability company
its managing member

By: **TAI LLC,**
a District of Columbia limited liability company,
its manager and member

By: **TURNAROUND, INC.**
a District of Columbia nonprofit corporation
its sole member

By: 


Thomas P. Gallagher
Its: President

MILESTONE EAST CAPITOL 3, LLC,
a District of Columbia limited liability company

By: **MILESTONE EAST CAPITOL 3 MM, LLC,**
a District of Columbia limited liability company
its managing member

By: **TAI LLC,**
a District of Columbia limited liability company,
its manager and member

By: **TURNAROUND, INC.**
a District of Columbia nonprofit corporation
its sole member

By: 

Thomas P. Gallagher
Its: President

[signatures continue on following page]


The Parties hereby enter into this Tenant Assignment and Development Agreement as of the date first written above:

MILESTONE EAST CAPITOL 4, LLC,
a District of Columbia limited liability company

By: MILESTONE EAST CAPITOL 4 MM, LLC,
a District of Columbia limited liability company
its managing member

By: TAI LLC,
a District of Columbia limited liability company,
its manager and member

By: TURNAROUND, INC.
a District of Columbia nonprofit corporation
its sole member

By: 


Thomas P. Gallagher
Its: President

MILESTONE EAST CAPITOL 5, LLC,
a District of Columbia limited liability company

By: MILESTONE EAST CAPITOL 5 MM, LLC,
a District of Columbia limited liability company
its managing member

By: TAI LLC,
a District of Columbia limited liability company,
its manager and member

By: TURNAROUND, INC.
a District of Columbia nonprofit corporation
its sole member

By: 

Thomas P. Gallagher
Its: President

[end of signatures]