

GOOD NEIGHBOR AGREEMENT

THIS GOOD NEIGHBOR AGREEMENT ("**Agreement**") is made this 14th day of October, 2020, by and between 1319 South Capitol Owner, L.L.C. ("**1319**"), a Delaware limited liability company, its successors and assigns, and Syphax Village Condominium ("**Syphax**").

RECITALS

WHEREAS, 1319 plans to construct a residential and potential ground floor commercial development (the "**Project**") on the property assemblage located at 1319 South Capitol Street, SW (Square 653, Lots 14, 15, 53, 54, 60-64, 68, 70, 810, 811 and 831) (the "**Development Site**");

WHEREAS, Syphax is an organization representing residents of The Syphax Village Condominium, which is a collection of properties (the "**Village**") located immediately adjacent to, and to the west of, the Development Site;

WHEREAS, 1319 and Syphax seek to mitigate adverse impacts on the Village resulting from construction activity related to the Project and 1319 and Syphax desire to cooperate on certain terms as provided more fully herein in order to expedite the construction timeframe relating to the Project; and

WHEREAS, 1319 and Syphax agree to enter into the following Agreement, upon the terms below, which shall become effective upon the Zoning Commission's approval of the 1319 application for a Design Review in Zoning Commission Case No. 20-18 as set forth more fully below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt of which are hereby acknowledged, the parties hereto, hereby agree as follows:

1. Communication.

- a. 1319 Representative.** 1319 shall designate a representative ("**Representative**") to be the key contact for interaction with Syphax relating to the construction of the Project. The Representative will have a local office and be accessible during all business hours. At any time construction activity is occurring on the Development Site, the Representative or the Representative's designee shall be available on-site or by email or telephone (with voicemail) to receive complaints or other communications from Syphax. The name, email address, and both the office and cell work telephone numbers of the Representative or the Representative's appointed designee shall be conspicuously posted on the Development Site and shall be readily available to Syphax. In addition, a name and telephone number of a person designated by 1319 to contact in case of emergency during hours in which no construction activity is occurring shall be readily available to Syphax.

- b. **1319 Representative Duties.** The Representative and the Representative's designee will be able to answer questions and receive comments about the activities on the Development Site, address concerns Syphax might have regarding the Development Site throughout the construction process, and have authority to promptly address 1319's violations of this Agreement. The Representative and designee shall:
- (i) provide advance notice of demolition, site excavation, and initial construction work activities on the Development Site;
 - (ii) receive notice of 1319's violations of this Agreement, if any, and other reasonable concerns of Syphax relating to construction of the Project;
 - (iii) respond as soon as possible to the person who has reported the 1319 violation or other reasonable concern and to the Syphax Contact Person (described below); and
 - (iv) act to address the 1319 violation or other reasonable concern as soon as possible.
- c. **Syphax Contact Person.** In turn, Syphax will designate a single contact person ("**Contact Person**"), who may change from time to time, to represent Syphax and act as the communication liaison with the Representative or Representative's designee. The initial Contact Person's contact information will be provided to 1319 prior to the start of construction activity on the Development Site. The Contact Person will receive and disseminate information from 1319 to the residents of the Village. 1319 shall provide to the Contact Person, and keep updated, the names of and pertinent information about the Representative, any Representative designee, and emergency contact, including their home and cell phone numbers and email addresses, as appropriate and the Contact Person shall provide 1319 with the same information and keep it updated.
- d. **Meetings.** If requested by three or more households at the Village, the Representative shall hold quarterly meetings with the Contact Person and residents of the Village, for the duration of the Project construction, regarding construction progress and updates. Such meetings, if so requested, may begin upon demolition activities on the Development Site and shall continue until the issuance of the Project's first Certificate of Occupancy. 1319 shall have one initial informational meeting for the residents of the Village in a mutually agreed upon location prior to the commencement of construction.
- e. **Electronic Communication.** 1319 shall create a list serve or website for distribution of Project construction information that will be available to Syphax during the Project's construction.

2. **Construction.** 1319 shall require that all its personnel and vendors, including supply and service vendors, will comply with all applicable District of Columbia Municipal Regulations applicable to construction, noise, dirt, trash, and public health and safety. The following is a discussion of construction-related issues and shall be binding on 1319, its contractor and subcontractors, and any successors and/or assigns of 1319.

a. **Permits.** 1319 will secure all permits that are required to complete the Project.

b. **Site Management.**

(i) 1319 will erect and maintain construction fencing and barricades in order to screen and secure the Development Site during the construction process. 1319 and its contractors will work with the Department of Consumer and Regulatory Affairs to maintain temporary storm water management systems throughout the Project's construction until such time as the permanent facilities are constructed, approved and functioning.

(ii) Lighting, directed away from the Village's residential properties, will be provided at the Development Site at night. These lights will be sufficient to provide necessary security and to comply with federal and municipal safety standards.

(iii) Construction vehicles will be prohibited from idling, queuing, standing, or parking on N, O, or Half Streets, SW.

(iv) 1319 will make best efforts to maintain a minimum of ten (10) feet of access over the sixteen (16) foot wide public alley between the Development Site and the Village (the "Alley"), but 1319 may close off a portion of the existing width of the alley for construction staging and logistics provided such ten (10) feet of access is maintained. Notwithstanding the foregoing, 1319 will not close or completely obstruct such alley without advance notice to impacted residents of the Village and will make best efforts to minimize such obstruction. 1319 may close the ten (10) foot wide alley perpendicular to South Capitol Street, as necessary during construction.

c. **Cleanliness.** During times of construction work during the Project's construction period, 1319 will regularly remove rubbish and construction debris on the Development Site and adjacent areas including but not limited to the Alley and N Street between South Capitol Street and Half Street, SW. 1319 will monitor such areas daily to ensure cleanliness. All excavation or back fill trucks will be covered before proceeding from the Development Site onto city streets. Dust will be removed from the Alley and N Street between South Capitol Street and Half Street, SW, on an as-needed basis.

- d. **Pest Control.** 1319 will institute a pest control program to include an initial assessment by an independent firm at least thirty (30) days prior to the start of Project construction and continuing at least ninety (90) days past the issuance of the Project's first Certificate of Occupancy. Such independent firm shall provide periodic treatment for pests, including rats, mice, snakes, mosquitoes, and other pests, on the Development Site. The pest control firm should be available to address site-related concerns. If any report is generated by the pest control firm, the Representative shall provide such report to the Contact Person within seven (7) business days of receiving such report.
- e. **Contractors and Subcontractors.** 1319 will require that all contractors and subcontractors be contractually required to follow the terms of, and comply with, the policies set forth in this Agreement. 1319 will also require that all contractors and subcontractors use only licensed vehicles and drivers and that they comply with all DC traffic laws and regulations.
- f. **Insurance.** 1319, its agent, or its general contractor, shall procure or cause to be procured, and maintain at its own cost market-standard commercial general liability insurance covering the Development Site and for one year after the issuance of the Project's first Certificate of Occupancy.
- g. **Traffic and Loading.**
 - (i) 1319 agrees to follow the appropriate and District-approved Traffic Control Plan and signage related to such Traffic Control Plan.
 - (ii) The primary entrance and exit for construction-related vehicles and trucks shall be on via South Capitol Street. Construction workers will be given designated routes for construction vehicles. There shall be truck dust racks located at all points of exit from the Development Site for use by trucks during the demolition and excavation phases of the Project.

3. **Support at the Zoning Commission Hearing.** As a result of the Agreement, a representative of Syphax shall appear at the virtual hearing on Zoning Commission Case No. 20-18 for the purposes of supporting 1319's application and the Project itself or Syphax shall submit a letter of support into the record for such case.

4. **Pre/Post-Construction Surveys.**

- a. **Pre-Construction survey:** Prior to commencement of construction of the Project, 1319 shall deliver a written offer to perform a pre-construction survey to the owner of the following properties in the Village: 1326-1338 and 1342-1350 Half Street, SW, the condominiums in the Syphax School building (1360 Half Street, SW), and 14-28 N Street, SW (the "**Nearby Properties**"). The Syphax Board shall cooperate in providing 1319 the contact information for the owners of such Nearby Properties and coordinate communication with such parties and 1319, if necessary. If

accepted by the owner of a Nearby Property, 1319 shall select an independent testing and inspection firm to conduct a thorough video and photographic pre-construction survey of such Nearby Property, including both the interior and exterior of such property, in order to document the pre-construction condition of the Nearby Property. 1319 shall pay all fees and costs of the pre-construction survey.

- b. Monitoring:** Prior to commencement of construction of the Project, 1319 shall hire a third-party consultant to monitor vibrations and structural movements to the Nearby Property resulting from the construction of the Project. 1319 shall pay all fees and costs related to such monitoring. The monitoring period shall commence prior to the commencement of construction of the Project and shall terminate upon completion of construction of the structural frame of the Project. During such monitoring period, 1319 shall provide quarterly monitoring reports to the owners of the Nearby Properties who elect to receive a pre-construction survey. In the event that such monitoring detects movement in a Nearby Property arising from construction activities of the Project, which movement may cause damage to the Nearby Property, 1319 shall promptly notify the owner of such affected Nearby Property and shall cause such movement to be promptly addressed. 1319 will be obligated to restore such Nearby Property to the condition that existed prior to commencement of construction as documented in the pre-construction survey.
- c. Post-Construction:** No later than three months after the issuance of the Project's first Certificate of Occupancy, 1319 will provide to each Nearby Property that received a pre-construction survey, at 1319's expense, a video and photographic post-construction survey of such Nearby Property, including both the interior and exterior of such property, where access to such property is granted by the owner or tenant of such property in order to allow for the performance of the post-construction survey. 1319 shall use best efforts to employ the same firm that conducted the applicable pre-construction survey, provided 1319 may select a different independent testing and inspection firm if necessary.
- d. Damage to the Nearby Property.** To the extent that a post-construction survey reveals that a Nearby Property sustained damage due to activities attributable to 1319's development, excavation, or construction of the Project, 1319 shall coordinate repairs with the owner of the relevant Nearby Property at 1319's expense to repair and restore such damage to the condition that existed prior to commencement of construction as documented in the pre-construction survey.

5. Crane-Swing, Tie-Back, and Underpinning Agreement. By this Agreement, Syphax grants permission to 1319 to temporarily use the air rights over the Village for crane swings that will be required for the Project's construction on the Development Site. 1319 agrees to perform a pre-construction survey and post-construction survey to the roof of any property in the Village within the crane swing radius or radii, pursuant to the terms of Section 4 above. In addition, Syphax grants 1319 the right to use and install tiebacks and underpinning on and under

the Village property throughout the construction period and understands that the underpinnings and tiebacks will be permanently placed on the Village property and the parties shall execute any further documentation required to evidence such condition; provided, however, that this agreement does not give 1319 the right to store, stage, or otherwise locate equipment on the Village property or adversely affect the quiet enjoyment of the residences or parking areas on the Village property.

6. License Agreement. Syphax grants 1319 a temporary access license over the Village property as needed to facilitate construction of the Project; provided, however, that this license agreement does not give 1319 the right to store, stage, or otherwise locate equipment on the Village property or adversely affect the quiet enjoyment of the residences or parking areas on the Village property.

7. Vehicular Access Easement Agreement. Syphax agrees to grant 1319 a vehicular access easement over an approximately 300 square foot portion of Lot 110 in Square 653, as shown illustratively on Exhibit A to this Agreement, as required for vehicular ingress and egress from the Project's parking garage, which will be embodied in a separate vehicular access easement to be reasonably negotiated between the parties and recorded against the Development Site and the relevant property in the Village.

8. Replacement of Existing Village Improvements. Syphax gives 1319 the right to remove and reconstruct or replace certain improvements on the Village property, including the existing fencing, gates, pavement, and concrete retaining wall along the Development Site boundary; provided, however, that any reconstruction or replacement of a Village improvement shall be of the same general design and quality as existing improvements, as might be relocated to be in accordance with, and allow for the provisions of, Section 7 above. Within thirty (30) days of the issuance of the Project's first Certificate of Occupancy, 1319 shall install a remote controlled, pneumatic gate opener onto the Village's rear gates to the 16 foot wide alley and shall bring electrical power to these gates from the nearest electrical service panel or subpanel and to provide \$1,000 towards the maintenance of these fixtures.

9. Alley Improvement. After the issuance of the Project's final Certificate of Occupancy, 1319 shall repave the portions of the Alley excavated during construction in a method and design subject to approval by the District Department of Transportation.

10. Utility Coordination. Syphax agrees to coordinate with 1319 as needed regarding utility connections and services for the Project, including the potential recordation of utility easements for the relocation or undergrounding of existing utilities serving the Village, Development Site, or adjacent properties, as needed, provided that 1319 pays costs relating to the negotiation and recordation of such document(s) and such document(s) do not adversely affect the quiet enjoyment of the residences or parking areas on the Village property.

11. Project Parking. In its operation of the Project, to the extent allowed by District law, 1319 shall include a provision in all leases prohibiting residents from obtaining Residential Parking Permit ("RPP") stickers. 1319 will also encourage all residents to park at the Development Site and will provide parking spaces at market rates.

12. Contingent on Zoning Commission Approval. This Agreement shall be contingent on approval of 1319's Design Review application to the Zoning Commission (Zoning Commission Case No. 20-18) and the issuance of a final order by the Zoning Commission effectuating such approval and the expiration of any relevant appeal period. This Agreement shall be terminated and be of no further force and effect if the Zoning Commission does not approve the Project or if, for any reason, the application is withdrawn or expires.

13. Remedies. This Agreement does not limit any common law or statutory rights or remedies available to any person relating to damages sustained to person or property attributable to construction activities on the Development Site.

14. Severability. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the District of Columbia. If any term, provision, covenant or agreement contained herein, or the application thereof to any person or circumstances, shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

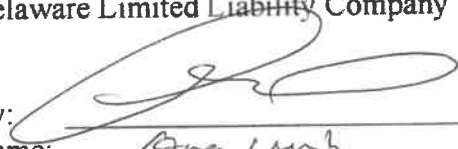
15. Authority to Execute. Each of the parties executing this Agreement represents and warrants to each of the other parties hereto that: (i) it has the full power and authority to enter into this Agreement and to consummate the transaction described herein without obtaining any further approvals or consents, and (ii) the entering into of the Agreement will not constitute or result in a violation or breach by any such party of any judgment, order, writ, injunction or decree issued against or imposed upon it or any agreement to which it is a party or by which it is bound.

16. Counterparts. This Agreement may be executed in counterparts and via original or facsimile signature.

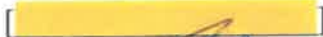
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have signed and delivered these presents as their own free act and deed as of the date and year first herein above written.

1319 SOUTH CAPITOL OWNER, LLC, a
Delaware Limited Liability Company

By: 
Name: Greg Lamb
Title: EVP.

SYPHAX VILLAGE CONDOMINIUM, a




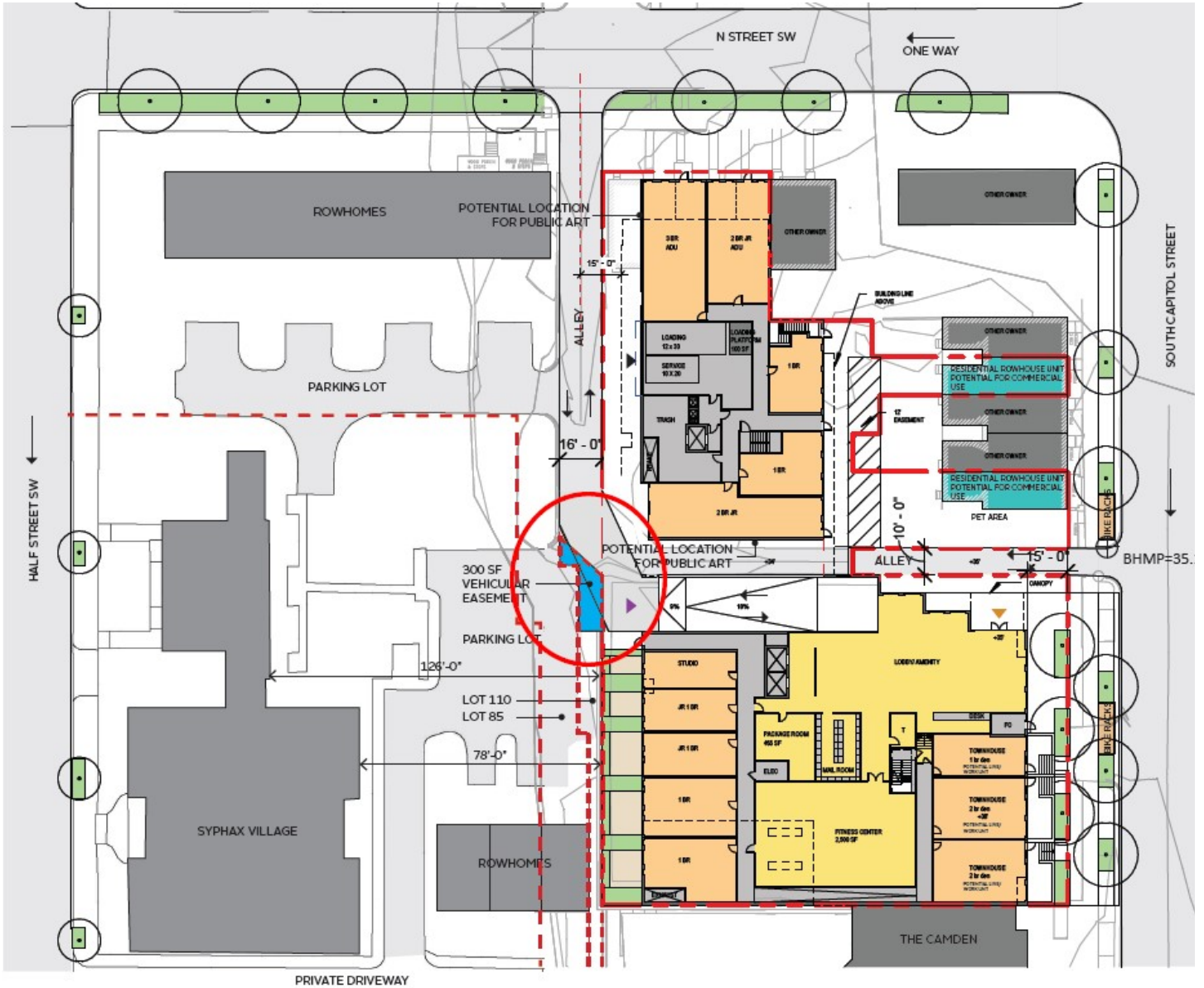
By: 
Name: ROBERT S. SMITH
Title: SYPHAX VILLAGE REPRESENTATIVE

Exhibit A
Vehicular Easement Area



ADJACENT PROPERTY OWNER AGREEMENT

THIS ADJACENT PROPERTY OWNER AGREEMENT (“Agreement”) is made as of October 11th, 2017, by and among **1319 SOUTH CAPITOL ASSOCIATES, LLC**, a District of Columbia limited liability company (“Developer Owner”), **GREGORY KEAGLE**, an individual, **CHUN-CHAU LAM**, an individual, **SHING WAI LAM**, an individual, **SHEILA SAMADDAR** an individual, **DARIN WEAVER**, an individual, and **RS LIQUORS, INC.**, a District of Columbia corporation (each, jointly and severally, an “Adjacent Property Owner” and collectively the “Adjacent Property Owners”). Developer Owner and Adjacent Property Owners are sometimes collectively referred to as the “Parties”.

RECITALS

A. Developer Owner is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lots 14, 15, 53, 54, 60, 61, 62, 64, 68, 70, 810 and 811 (collectively, and inclusive of any real property located in Square 653 which is subsequently acquired by Developer Owner, including without limitation Lot 63 subsequent to closing under the Lot 63 Sale Agreement (defined below), its successors, assigns or affiliates, the “Development Site”).

B. Mr. Gregory Keagle is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653 Lot 69, having a street address of 1311 South Capitol Street SW (“Lot 69”).

C. Mr. Shing Wai Lam is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 827, having an address of 1307 South Capitol Street (“Lot 827”).

D. Ms. Sheila Samaddar is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 52, having an address of 1313 South Capitol Street (“Lot 52”).

E. RS Liquors, Inc., is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 829, having a street address of 1301 South Capitol Street SW (“Lot 829”), and Square 653, and Lot 830, having an address of 1301 South Capitol Street SW (“Lot 830”).

F. Mr. Darin Weaver is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 63, having an address of 6-A N Street, SW (“Lot 63”), recognizing that Mr. Darin Weaver and Developer Owner have entered into a purchase and sale agreement with respect to Lot 63 (the “Lot 63 Sale Agreement”).

G. Mr. Chun-Chau Lam is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 65, having an address of 4A N Street SW (“Lot 65”), and Square 653, Lot 66, having an address of 4 N Street SW, (“Lot 66”). Lot 52, Lot 63 (to the extent then owned by Mr. Darin Weaver prior to closing under the Lot 63 Sale

Agreement), Lot 65, Lot 66, Lot 69, Lot 827, Lot 829 and Lot 830, are sometimes referred to herein, singularly and collectively, as the "Adjacent Property").

H. Developer Owner desires to construct a mixed-use project, including residential and retail uses on the Development Site (the "Project").

I. In connection with the construction of the Project on the Development Site, Developer Owner has filed an application with the Office of the Surveyor for the District of Columbia ("Office of the Surveyor") for an alley closing known as S.O. 15-26384, as amended or as may be amended (the "Application"). The Application requests approval to close a portion of the east-west public alley located in Square 653 (the "Alley Closing") and to establish by easement a surface alley in the exact location of the public alley to be closed ("Alley Easement"), as shown on Exhibit A attached hereto. Bill 22-0015 authorizing the Alley Closing and requiring the establishment of the Alley Easement is currently under review by the D.C. Council ("Alley Closing Legislation").

J. Developer Owner has requested that Adjacent Property Owners provide written support to the Application, and Adjacent Property Owners have agreed to do so, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and consideration of Ten Dollars (\$10.00) and other good and valuable consideration the Parties agree as follows:

1. Incorporation by Reference. The Recitals described above in this Agreement are hereby incorporated by reference as if separately restated herein.

2. Alley Closing; Historic Preservation Issues. Subject to the terms and conditions set forth herein, Adjacent Property Owners hereby agree that they will support the Alley Closing Legislation, and to that end will execute a consent document in the form attached as Exhibit B within three (3) business days following full execution of this Agreement. Adjacent Property Owners agree that they will not support any effort by themselves or others to cause some or all of the Development Site to be designated a historic property; in addition, Adjacent Property Owners agree that they will not support any effort by themselves or others to cause some or all of the Adjacent Property to be designated a historic property; in furtherance thereof, each Adjacent Property Owner agrees (a) not to nominate, and not to support any other party's nomination, of some or all of the Development Site, or some or all of the Adjacent Property, to be designated by any authority, office or agency a landmark in any respect or nature and (b) to make such public statements and to take such public action as is appropriate in regard thereto. In the event all or any portion of the Development Site is designated historic, then in any such event Developer Owner shall have the option in its sole discretion to terminate this Agreement in its entirety or with respect to any Lot/Adjacent Owner. Developer Owner agrees that Adjacent Property Owners are not precluded from seeking historic designation of any or all of the Adjacent Properties at any time subsequent to the substantial completion of the Project.

3. Alley Easement.

(a) As a requirement of the Alley Closing Legislation, Developer Owner or its successors or assigns, shall execute and record a covenant establishing the Alley Easement (“Alley Closing Covenant”). The Alley Closing Covenant shall create a perpetual, non-exclusive surface alley easement with a clear height of sixteen (16) feet, for access, ingress and egress, in, upon, over, through and across that portion of the public alley which will be closed (the “Alley Easement Area”) pursuant to the Application. The Alley Easement Area shall be established to provide pedestrian and vehicular access to and from the east-west public alley accessing South Capitol Street to the north-south public alley accessing N Street, as shown on Exhibit A attached hereto. The Alley Easement Area shall be designed and constructed in accordance with District Department of Transportation (“DDOT”) standards for alleys, or as otherwise approved by DDOT. Developer Owner, its successors and assigns shall construct, pave, repair, and maintain (including keeping the Alley Easement Area free and clear of ice, snow and trash) the Alley Easement Area, at Developer Owner’s sole cost and expense, and such obligations shall be set forth in the Alley Closing Covenant. The Alley Closing Covenant shall be prepared by Developer Owner, at Developer Owner’s sole cost and expense, and shall be approved by the District of Columbia in the same manner as applicable to all alley closing covenants. Developer Owner shall furnish a copy of the Alley Closing Covenant to the Adjacent Property Owners, for review purposes only, at least fifteen (15) days prior to its submission to the District of Columbia. Developer Owner shall record the Alley Closing Covenant in the land records for the District of Columbia (“Land Records”) at Developer Owner’s sole cost and expense.

(b) Except as hereinafter provided, and ninety (90) days following the substantial completion of the Project, as evidenced by the issuance of the first certificate of occupancy for the Project for the first or higher floor (“Substantial Completion of the Project”), the Alley Easement Area shall be made available to the public in the same manner and extent as applies to all public space in the District of Columbia. Developer Owner shall not construct, or permit to be constructed, any permanent structure on or in the Alley Easement Area, nor shall Developer Owner store, or permit the storage of, equipment or material in, or on, the Alley Easement Area; provided, however, that Developer Owner, its successors and assigns, specifically reserve the right to construct improvements above and below the surface of the Alley Easement Area for any permitted purpose, provided that any improvements above the Alley Easement Area provide a minimum clearance of sixteen (16) feet above the finished grade of the surface of the alley improvements within the Alley Easement Area. Vehicular parking shall not be allowed at grade in the Alley Easement Area. Developer Owner, its successors and assigns, do not relinquish any rights that they otherwise would have to secure public space permits for use of the surface of the Alley Easement Area, including, but not limited to, permits for temporary alley closings in the same manner as applicable to all public space in the District of Columbia.

(c) Developer Owner shall install a small plaque near the Alley Easement Area in honor of Carol J. Weaver, which plaque shall be maintained in accordance with the other maintenance obligations set forth herein.

(d) Developer Owner’s obligations set forth in this Paragraph 3(a), 3(b) and 3(c) are contingent upon the D.C. Council authorizing the Alley Closing through the Alley Closing

Legislation, as may be amended, and thereafter the alley being officially closed by virtue of the recordation of an alley closing plat in the records of the Office of the Surveyor.

4. Other Submissions. Subject to the terms and conditions set forth herein, and provided Developer Owner complies with all of the obligations and requirements set forth in Paragraphs 5 and 6 below, in addition to consenting to the Application as provided in Paragraph 2 above, Adjacent Property Owners shall not object to, and shall reasonably cooperate with (at no additional cost to Adjacent Property Owners), Developer Owner's application(s) for a demolition or raze permit(s) for the Development Site in connection with the construction of the Project; provided, (a) in no event shall Developer Owner demolish Lot 68 in Square 653 (1309 South Capitol Street, SW) ("Lot 68") unless and until Developer Owner owns one of the abutting lots (i.e., Lot 69 or Lot 827), and (b) in no event shall Developer Owner demolish Lot 64 in Square 653 (6 N Street, SW) unless and until Developer Owner owns one of the abutting lots (i.e., Lot 65 or Lot 63 in Square 653, known as 6A N Street, SW). Further, Developer shall not construct improvements that extend over the boundary line of the Adjacent Property and the vertical extension thereof without limitation.

5. North-South Right of Way.

(a) In consideration for Adjacent Property Owner's agreements set forth in Paragraphs 2 and 4 above, Developer Owner or its successors or assigns, and Adjacent Property Owners, or their respective successors or assigns, shall enter into a surface easement agreement (the "North-South Right of Way"), in a form substantially similar to that attached as Exhibit C-1, to provide for a perpetual, non-exclusive easement with a width of twelve (12) feet running parallel to South Capitol to provide pedestrian and vehicular access to and from the east-west public alley to Lots 52, 53, 54, 68, 69, 70, 827, 829 and 830 in Square 653, and Lot 65 and Lot 66, to the extent Lot 65 and Lot 66 have legal access to the beginning of the North-South Right of Way (recognizing that the North-South Right of Way will not extend all the way to Lot 65 and Lot 66) (collectively, the "Benefitted Lots"), as all as described and shown on Exhibit C-2 attached hereto (the "North-South Right of Way"). The North-South Right of Way shall replace all existing easements and right-of-way reserved in any deed applicable to Lots 52, 53, 54, 68, 69, 70, 827, 829 and/or 830 in Square 653. The North-South Right of Way shall be designed and constructed to permit vehicular access to and from the Benefitted Lots to the alley system in Square 653 as shown on Exhibit C-2 attached hereto. Developer Owner, its successors and assigns, shall construct, pave, repair, and maintain (including keeping the North-South Right of Way free and clear of ice, snow and trash) the North-South Right of Way, at Developer Owner's sole cost and expense, and such obligations shall be set forth in the North-South Right of Way. The North-South Right of Way shall be surveyed by Developer Owner, at Developer Owner's sole cost and expense, as necessary to confirm the accuracy of Exhibit C-2, which will become an exhibit to the North-South Right of Way. The North-South Right of Way shall in a form substantially similar to that attached as Exhibit C-1, with the confirmed Exhibit C-2, shall be submitted by Developer Owner, at Developer Owner's sole cost and expense, to Adjacent Property Owners for their review and execution, such execution not to be unreasonably withheld, conditioned or delayed. At least thirty (30) days prior to commencement of construction of the Project, Developer Owner shall record the North-South Right of Way in the Land Records at Developer Owner's sole cost and expense.

(b) Within forty-five (45) days of the execution of this Agreement by the parties, Developer Owner shall cause the North-South Right of Way to be open and cleared of any gates, fencing, improvements or other obstruction to establish the North-South Right of Way for purposes of ingress and egress and the Adjacent Property Owners hereby agree to cooperate with Developer Owner with respect to such efforts. During the Project construction when closure of the North-South Right of Way is necessary for safety or required for a limited construction task and/or under the District of Columbia Construction Code or permitted plans, the North-South Right of Way may be closed for periods not to exceed what would be required in the normative course of construction and when reasonably possible, not to exceed three (3) weeks without the consent of the Adjacent Property Owners, such consent not to be unreasonably, conditioned, delayed, or withheld. The North-South Right of Way shall be paved and re-opened permanently, no later than forty-five (45) days following Substantial Completion of the Project, subject to the maintenance, repair and replacement as required hereunder. To the extent a closure of the North-South Right of Way extends for more than three (3) weeks, Developer Owner shall pay each Right of Way Parking Owner (defined below) an amount equal to \$300.00 per month per parking space listed below, to offset any loss of parking during such time, calculated from the 22nd day after said closure and continuing until the North-South Right of Way has been reopened. "Right of Way Parking Owners" means and shall expressly be limited to the following three (3) existing spaces and two (2) existing owners: (i) Ms. Sheila Samaddar as the owner of Lot 52, with two (2) spaces; and (ii) Mr. Gregory Keagle as the owner of Lot 69 with one (1) space.

(c) The North-South Right of Way shall provide pedestrian and vehicular access for alley purposes to and from the Benefitted Lots to the alley system in Square 653 as shown on Exhibit C-2 attached hereto.

6. Developer Owner's Construction Covenants. In connection with the construction of the Project, Developer Owner hereby agrees as follows:

(a) At least sixty (60) days (or the time period required by any applicable law, code or regulation, whichever is longer) prior to the proposed commencement of any construction at the Development Site, Developer Owner shall notify each Adjacent Property Owner in writing of its intent to commence construction (the "Construction Commencement Notice"). Prior to commencing construction, Developer Owner will provide to each Adjacent Property Owner contact information for a contact person employed by Developer Owner to whom Adjacent Property Owners may report violations of the terms of this Agreement and any emergencies likely to endanger persons or damage property and that become known to Adjacent Property Owners resulting from the construction of the Project. Developer Owner shall, at its sole cost and expense, promptly respond to and correct all violations of this Agreement.

(b) Developer Owner, at its sole cost and expense, shall use all diligent efforts to protect the Adjacent Property from and against any damage resulting from the construction of the Project. In furtherance of the foregoing, Developer Owner shall pay for the reasonable costs, up to a cap of One Hundred Thousand and 00/100 Dollars (\$100,000.00) in the aggregate (the "Engineer Fee Cap") of an engineer to be engaged by the Adjacent Property Owners to review the Developer Owner's plans and to advise the Adjacent Property Owners. The Parties have agreed to the engagement of Keast & Hood by the Adjacent Property Owners. Developer owner covenants

and agrees to comply with all applicable codes, ordinances, rules, laws and other governmental or quasi-governmental regulations, as required to adequately preserve and protect the integrity of the Adjacent Property. Developer Owner may engage its own engineer (the "Developer's Engineer") to respond to the concerns, if any, of Keast & Hood during the construction of the Project. If Developer's Engineer and Keast & Hood are unable to resolve any disagreement raised pursuant to this Agreement, then a third engineer (the "Third Engineer") selected by Developer's Engineer and Keast & Hood shall be retained and the Parties agree to rely on the Third Engineer's final determination in all instances. The Third Engineer shall be engaged by both parties at the cost and expense of Developer Owner, provided that such cost will be expressly subject to the Engineer Fee Cap. This provision shall expressly survive for a period of four (4) years after the date of this agreement, notwithstanding the earlier termination or expiration of this Agreement.

(c) Developer Owner shall require its contractors, agents, employees, workers and anyone else traveling to the Development Site during construction to access the Development Site at all times in accordance with a Traffic Control Plan approved by DDOT.

(d) Developer Owner desires to construct the Project using a variety of types of cranes or hoisting equipment, which will swing over the Adjacent Property (the "Crane"). Adjacent Property Owners shall grant Developer Owner the right to swing the boom of the Crane over the Adjacent Property in connection with the construction of the Project, effective as of the date hereof, by entering into an overswing agreement in the form attached hereto as Exhibit D-1 concurrently with the execution of this Agreement. In addition, concurrent with the execution of this Agreement, the parties shall enter into crane overswing agreements substantially in the form of Exhibits D-2 and D-3 attached hereto, with respect to the development of (i) Lot 69 and (ii) Lots 65, 66, 827, 829 or 830, respectively. In the event any other Adjacent Property Owner requires Developer Owner's consent to an overswing agreement subsequent to the date hereof for the development of an Adjacent Property, the parties shall enter into an agreement substantially in the form of Exhibit D-2 attached hereto at such time.

(e) Comprehensive monitoring of the condition of the Adjacent Property will be performed by Developer Owner at its sole cost and expense as required in order to identify, mitigate and remedy any deficiencies or defects in the construction of the Project to eliminate, to the greatest extent possible, damage to the Adjacent Property. In furtherance thereof, at least thirty (30) days prior to the commencement of any excavation or construction activity at the Development Site, Developer Owner, or an engineer hired by Developer Owner, shall undertake a thorough and comprehensive pre-construction survey of each Adjacent Property. Developer shall document all existing damage to the Adjacent Property and submit a written report that includes, but is not limited to, (i) color photographs of each and every area of damage, (ii) a written description of all damage, and (iii) any other documentation Developer Owner and Developer's Engineer (if applicable) determine is required to fully and adequately describe each and every location of existing damage to the Adjacent Property. Developer Owner and Developer's Engineer (if applicable) shall submit such survey results to the applicable Adjacent Property Owner and to Keast & Hood. The Adjacent Property Owners, or any one of them, after consulting with Keast & Hood shall have an opportunity to respond or object to the survey within seven (7) business days of the delivery thereof. The Parties will engage the Third Engineer if the Parties are unable to reach agreement as to the contents of the survey, and the determination of the Third Engineer shall be

final. The survey shall be deemed to be all inclusive relative to any and all existing damage to the applicable Adjacent Property. Such survey shall also include recommendations for the adequate protection during construction for each Adjacent Property. All costs and expenses associated with the undertaking of the survey and the review of same by the engineers shall be paid by Developer Owner, subject to the Engineer Fee Cap.

(f) Each Adjacent Property Owner shall notify Developer Owner upon discovery in the event any damage is caused to any Adjacent Property during the construction of the Project. In the event of any such damage Developer Owner shall (i) immediately cease construction activity that is directly impacting the applicable Adjacent Property, except for that construction activity explicitly required or necessary to mitigate further damage to the Adjacent Property, and (ii) within three (3) business days following the initial discovery of the additional damage, Developer Owner shall prepare a remediation and mitigation plan (“Plan”), which shall be submitted to the applicable Adjacent Property Owner and Keast & Hood for review and approval by that Adjacent Property Owner after consultation with Keast & Hood, which shall not be unreasonably delayed, withheld or conditioned. If Adjacent Property Owner does not respond within five (5) business days, the Plan shall be deemed approved and Development Owner may commence repairs to the Adjacent Property. In the event any Adjacent Property Owner withholds its approval of the Plan, such Adjacent Property Owner shall state, with reasonable clarity, the reasons for withholding its approval and Developer Owner shall be required to make modifications to the Plan to address Adjacent Property Owner’s reasonable objections. Developer Owner shall resubmit the same to such Adjacent Property Owner for its approval, which shall not be unreasonably delayed, withheld or conditioned. If such Adjacent Property Owner does not respond within five (5) business days, the Plan shall be deemed approved and Development Owner may commence repairs to the Adjacent Property. In the event the Developer Owner and Adjacent Property Owner or Owners are unable to agree the Plan or any modifications thereto as recommended by their respective engineers, then the Plan will be presented to the Third Engineer and the parties agree that the determination of the Third Engineer shall be final and binding on the parties.

(g) If such Adjacent Property Owner approves the Plan, Developer Owner shall commence and diligently pursue repairs to the Adjacent Property within three (3) business days following notice of Adjacent Property Owner’s approval of the Plan. Following completion of the repairs and written certification by Keast & Hood that the repairs have been satisfactorily completed, Developer Owner shall be permitted to continue the construction work that directly impacted the applicable Adjacent Property. In the event the Developer Owner and the Adjacent Property Owner are unable to agree on the completion of the repairs, the issue will be presented to the Third Engineer and the Parties agree that the determination by the Third Engineer shall be final and binding on the Parties.

(h) Upon conclusion of the construction work on the Development Site, Developer’s Engineer shall undertake a post-construction survey of the Adjacent Property to determine the extent, if any, of damages to the Adjacent Property. Developer’s Engineer shall document any and all additional damage occurring subsequent to the previous inspection and shall submit its survey results directly to Developer Owner and the applicable Adjacent Property Owner and Keast & Hood. To the extent any additional damage is noted, Developer Owner shall, within

three (3) business days following the initial discovery of the additional damage, prepare a Plan, which shall be submitted to the applicable Adjacent Property Owner for review and approval by such Adjacent Property Owner, which shall not be unreasonably delayed, withheld or conditioned. If the applicable Adjacent Property Owner does not respond within five (5) business days, the Plan shall be deemed approved and Development Owner may commence repairs to the Adjacent Property. In the event an Adjacent Property Owner withholds its approval of the Plan, such Adjacent Property Owner shall state, with reasonable clarity, the reasons for withholding its approval and Developer Owner shall be required to make modifications to the Plan to address such Adjacent Property Owner's objections. Developer Owner shall resubmit the same to the applicable Adjacent Property Owner and Keast & Hood for its approval, which shall not be unreasonably delayed, withheld or conditioned. If Adjacent Property Owner does not respond within five (5) business days, the Plan shall be deemed approved and Development Owner may commence repairs to the Adjacent Property. In the event the Developer Owner and the Adjacent Property Owner are unable to agree on the modification to the Plan, the Plan will be presented to the Third Engineer and the Parties agree that the determination by the Third Engineer shall be final and binding on the Parties.

(i) If the applicable Adjacent Property Owner approves the Plan, Developer Owner shall commence and diligently pursue repairs to the Adjacent Property within three (3) business days following notice of Adjacent Property Owner's approval of the Plan. When Developer Owner believes repairs have been satisfactorily completed, Developer Owner shall advise such Adjacent Property Owner and Keast & Hood, and Keast & Hood shall conduct a final inspection of the repairs. If Keast & Hood determines that the repairs have been properly completed, then Developer's Engineer shall prepare a letter addressed to the applicable Adjacent Property Owner certifying that all repairs have been properly performed and completed. The letter shall be prepared on Developer's Engineer letterhead and shall be stamped, sealed and dated by the Developer's Engineer. If there is a disagreement between Developer's Engineer and Keast & Hood as to whether the repairs have been properly completed, the Third Engineer shall be engaged and its decision shall control.

(j) Warranties; Losses; Insurance.

I. During construction and for a period of three (3) years after Substantial Completion of the Project (the "Claims Period"), Developer Owner shall warrant the work and promptly remedy, or cause to be remedied, any damage or loss to the improvements or property of Adjacent Property Owners, whether caused in whole or in part by Developer Owner, or any contractors, subcontractor or their respective employees, agents, independent contractors and anyone under their supervision or control, caused by, resulting from, arising out of or attributable to the construction of the Project (the "Warranted Claims"), and in doing so Developer Owner covenants and agrees that it shall provide no lesser services, with no lesser diligence and quality, to Adjacent Property Owners than the highest quality and most diligent services it has provided to other owners or for its own account. Developer Owner shall indemnify and hold harmless Adjacent Property Owners from and against the Warranted Claims, subject to the exclusions set forth in this subsection (j).

II. In addition, and solely to the extent such Other Losses (defined below) are covered by Developer Owner's Required Insurance Coverage (defined below), Developer Owner shall indemnify the Adjacent Property Owners during the Claims Period for (i) actual economic losses caused directly by the construction of the Project, such as claims for lost rent, business income, or relocation expenses (for example in the case of a constructive eviction caused by the construction of the Project), and (ii) injuries to persons or property caused directly by the construction of the Project (collectively, the "Other Losses").

III. The Warranted Claims and Other Losses shall expressly exclude: (i) any claim of defect, unless written notice thereof shall have been given to the Developer Owner within such three (3) year period, (ii) normal wear and tear or deterioration of any portion of the Adjacent Properties, (iii) loss or damage resulting from the negligence, improper maintenance, or operation or alteration by parties other than Developer Owner, or its subcontractors or agents, (iv) accidental loss or damage, or any other act of God, or (v) loss or damage due to the failure of any Adjacent Property Owner to keep and maintain the Adjacent Properties in good condition and repair. Nothing contained herein shall entitle Adjacent Property Owners to consequential or punitive damages or any other sums in excess of actual damages.

IV. For the avoidance of doubt, the three (3) year contractual limitations period for Warranted Claims shall not apply to undiscoverable latent defects ("Latent Defects"). The liability for Latent Defects, if any, is outside the scope of the contractual limitations period and shall be resolved at the time of discovery by application of common law or equity, provided that any such liability shall also be limited to the extent such losses are covered by the general liability portion of Developer's insurance coverage then in effect, recognizing that the full requirements of Developer Owner's Required Insurance Coverage only apply to the Claims Period. To the extent that Developer fails to maintain such general liability insurance following the Claims Period, then Developer shall be liable for Latent Defects (i) to the extent set forth in this subsection (IV) and (ii) to the extent such losses would have otherwise been covered under Developer's last in-force general liability insurance policy.

V. Developer Owner shall maintain Developer Owner's Required Insurance Coverage during the Claims Period. If Developer Owner fails to maintain Developer Owner's Required Insurance Coverage during the Claims Period, then Developer Owner shall be liable for Other Losses incurred during the Claims Period to the extent such losses would have been covered by the insurance policy maintained by Developer prior to letting such policy lapse, as if such coverage was properly maintained by Developer Owner. "Developer Owner's Required Insurance Coverage" shall mean (i) Comprehensive General Liability or Commercial General Liability Insurance, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence and not less than Two Million and 00/100 Dollars (\$2,000,000.00) on a general aggregate basis, for bodily injury, death and property damage, and (ii) business interruption insurance covering at least six (6) months of interruption. Developer Owner will provide copies of Certificates of Insurance reflecting Developer Owner's Required Insurance Coverage concurrently with the execution of this Agreement.

VI. This Section 6(j) shall expressly survive the termination or expiration of this Agreement.

(k) Prior to commencement of construction of the Project, through the date which is at least two (2) years following Substantial Completion of the Project, Developer Owner shall secure and maintain, and shall cause its general contractor to secure and maintain, in full force and effect, those types of insurance coverages in such amounts as are commercially reasonable and customary for construction projects similar to the construction of the Project, including, but not limited to, commercial general liability insurance (including contractual liability and completed operations coverage) against claims for bodily injury, death or property damage occurring as a result of the construction of the Project, and each Adjacent Property Owner shall be named as additional insureds on all such policies of insurance. Developer Owner shall provide each Adjacent Property Owner one or more insurance certificates evidencing the coverages required herein. Such certificate(s) shall provide (1) that the insurance is in effect, (2) that each Adjacent Property Owner is an additional insureds under such policy, and (3) that the insurance policies will not be amended or terminated without thirty (30) days prior written notice to Adjacent Property Owners. Such certificate(s) shall be in the form of an ACORD certificate of insurance. All policies furnished by or on behalf of Developer Owner or its general contractor shall be deemed primary and not contributing to or in excess of any similar coverages purchased by an Adjacent Property Owner. It shall be Developer Owner's responsibility to give notice to the applicable insurer, to substantiate any claim, and to negotiate and obtain such insurance proceeds; provided, however that the availability of such insurance proceeds shall not in any way limit or affect Developer Owner's responsibility to protect, repair and restore any damage to any Adjacent Property as provided in this Agreement and to do so promptly.

(l) All costs incurred by Developer Owner in connection with its obligations under this Paragraph 6 shall be borne by and be the responsibility of Developer Owner. For the avoidance of doubt and notwithstanding anything to the contrary herein, Developer Owner's obligation pay the engineering fees of Keast and Hood, and if necessary, the Third Engineer, shall expressly be limited to the Engineer Fee Cap. To the extent fees are incurred over the Engineer Fee Cap, they shall be the express obligation of the Adjacent Property Owners. To the extent the Third Engineer's fees exceed the Engineer Fee Cap, and a challenge is instituted, the non-prevailing party in such dispute shall pay the fee of the Third Engineer.

7. Limited Reimbursement to Adjacent Property Owners. Developer Owner acknowledges that the cooperation of the Adjacent Property Owners in the Project is essential to the successful completion of the Project and that the approval process and construction involves significant time and inconvenience to the Adjacent Property Owners. Accordingly, Developer Owner has agreed to bear all costs and expenses reasonably incurred by Adjacent Property Owners in the review and negotiation of this Agreement, any exhibits hereto, and any future legal documents between Developer Owner and the Adjacent Property Owners related to this Project (but specifically excluding any disputes under any such documents) by one (1) or more attorneys up to a cap of Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) (the "Attorney Fee Cap") and Keast & Hood (and Third Engineer, as called for hereunder), up to the Engineer Fee Cap, as further set forth in Section 6(l) above. Developer Owner shall pay invoices directly to the engineers and shall reimburse the Adjacent Property Owners for attorney's fees incurred and paid on within thirty (30) days of the presentation of an invoice. This provision shall expressly survive for a period of four (4) years after the date of this agreement, notwithstanding the earlier termination

or expiration of this Agreement. For the avoidance of doubt, to the extent the Adjacent Property Owners incur legal fees seeking consent from any lienholders to the North South Right of Way, as further set forth therein, then such reasonable legal fees shall be reimbursed by Developer Owner subject to the Attorney Fee Cap.

8. Successors and Assigns. All terms of this Agreement shall apply to and be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Developer Owner may assign this Agreement to any successor owner of its parcels, so long as such party has comparable or greater development and construction experience in Developer Owner's sole discretion. This Agreement shall not be recorded in the Land Records, recognizing that the Alley Closing Covenant, North-South Right of Way and other ancillary documents may be recorded in the land records.

9. Headings. Headings are for convenience or reference only and shall not affect meanings or interpretations of the contents of this Agreement.

10. Governing Law. This Agreement shall be governed by, and construed and performed in accordance with, the laws of the District of Columbia without regard to its conflicts of laws principles.

11. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to person or circumstance, other than those as to which it would become invalid or unenforceable, shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Further Instruments. Each Party shall cooperate together if any additional documents are necessary to effectuate the intention of the Parties set forth in this Agreement.

13. Dedication. The provisions hereof are not intended to and do not constitute a dedication for public use, and the rights and easements herein created are private and for the benefit only of the parties designated herein.

14. Merger. The common ownership of any number of the Lots (or subdivisions thereof) by the same or affiliated entities shall not effect a termination of this Agreement or any easement contained herein or any merger of the servient and dominant estates. This Agreement and the easements contained herein may only be modified or terminated by the express written consent of all Parties or their successors and assigns.

15. Counterparts. This Agreement may be executed in several counterparts, and/or by execution of counterpart signature pages which may be attached to one or more counterpart, and all so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the original or the same counterpart. In addition, any counterpart signature page may be executed by any party wheresoever such party is located, and may be delivered by e-mail transmission, and any e-mail transmitted signature pages may be

attached to one or more counterparts of this Agreement, and such e-mailed signature(s) shall have the same force and effect, and be as binding, as original signatures executed and delivered in person.

16. Notices. Notices under this Agreement shall be in writing delivered by hand (effective upon delivery), mail (effective three (3) business days after proper delivery to the U.S. Postal Service), or overnight courier (effective one (1) business day after proper delivery to a national overnight courier) to the address(es) listed below:

If to Developer Owner:	1319 South Capitol Associates, LLC c/o Ronald D. Paul Companies 4416 East West Highway, Suite 300 Bethesda, Maryland 20814
With a copy to:	Grossberg, Yochelson, Fox & Beyda, L.L.P. 1200 New Hampshire Avenue, N.W. Suite 555 Washington, D.C. 20036 Attention: Matthew S. Kirsch, Esquire Kirsch@GYFB.com
If to any of Adjacent Property Owners:	c/o Mr. Gregory Keagle 1311 South Capitol Street SW Washington, D.C. 20003 c/o Mr. Jason Lam 1307 South Capitol Street SW Washington, D.C. 20003
With a copy to:	Bregman, Berbert, Schwartz & Gilday, LLC 7315 Wisconsin Avenue Suite 800 West Bethesda, Maryland 20814 Attention: Wendy D. Pullano, Esq.

Each party may change the notice addresses listed above in accordance with the terms of this Section 16.

17. In the event of litigation, mediation or arbitration concerning the interpretation or enforcement of this Agreement, the prevailing party is entitled to recover from the non-prevailing party its reasonable legal fees, court costs, and expenses, whether at trial or appellate level.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal the day and year first above written.

DEVELOPER OWNER:

1319 SOUTH CAPITOL ASSOCIATES, LLC, a District of Columbia Limited Liability Company

1319 South Capitol Investors, LLC, a Maryland Limited Liability Company

By: Potomac Investment Trust, an irrevocable trust established under Trust Agreement dated as of September 10, 2003, its Manager


By: 
Kathleen A. McCallum, Trustee

Address: c/o Ronald D. Paul Companies
4416 East West Highway, Suite 300
Bethesda, MD 20814

State of Maryland
~~DISTRICT OF COLUMBIA~~, to wit:

On September 9, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Kathleen A. McCallum, in her capacity as Trustee of the Potomac Investment Trust, in its capacity as manager of 1319 South Capitol Investors, LLC, the manager of 1319 South Capitol Associates, LLC, a District of Columbia limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the Agreement, the person, or the entity upon behalf of which the person acted, executed the Agreement.

Witness my hand and official seal.


Notary Public

My commission expires: March 21, 2018

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal the day and year first above written.

ADJACENT PROPERTY OWNERS:

By: *Gregory O. Keagle*
Name: Mr. Greg Keagle, an individual
Owner of Lot 69

State of Maryland
County of Montgomery

~~DISTRICT OF COLUMBIA~~, to wit:

On *September 25*, *2017* before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Greg Keagle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

My commission expires: *9/3/20*

Wendy D. Pullano
Notary Public



WENDY D. PULLANO
Notary Public, State of Maryland
County of Montgomery
My Commission Expires Sept. 3, 2020

By: Shing Wai Lam
Name: Mr. Shing Wai Lam, an individual
Owner of Lot 827

DISTRICT OF COLUMBIA, to wit:

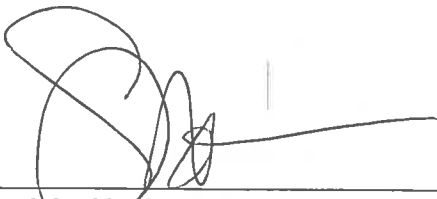
On September 25th, 2021 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Shing Wai Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 07/14/2021)



By: 
Name: Ms. Sheila Samaddar, an individual
Owner of Lot 52

DISTRICT OF COLUMBIA, to wit:

On October 10th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Ms. Sheila Samaddar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be her act and deed.

Witness my hand and official seal.


Notary Public

My commission expires: 04/30/2021)



By: Ken Lam
Name: Mr. Chun-Chau Lam, an individual
Owner of Lot 65 and Lot 66

DISTRICT OF COLUMBIA, to wit:

On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Chun-Chau Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 07/14/2021)



State of Maryland
County of Montgomery

By: [Signature]
Name: Mr. Darin Weaver, an individual
Owner of Lot 63

~~DISTRICT OF COLUMBIA~~, to wit:

On September 25, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Darin Weaver, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

My commission expires: 9/3/20

[Signature]
Notary Public



WENDY D. PULLANO
Notary Public, State of Maryland
County of Montgomery
My Commission Expires Sept. 3, 2020

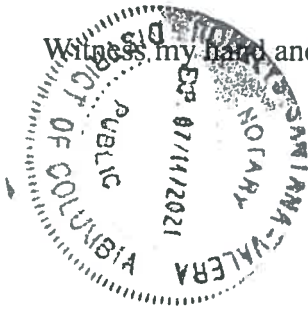
RS Liquors, Inc., a District of Columbia corporation

By: Shing Wai Lam
Name:
Its: SHING WAI LAM
Owner of Lot 829 and Lot 830

DISTRICT OF COLUMBIA, to wit:

On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Shing Wai Lam, in his/her capacity as Owner of RS Liquors, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



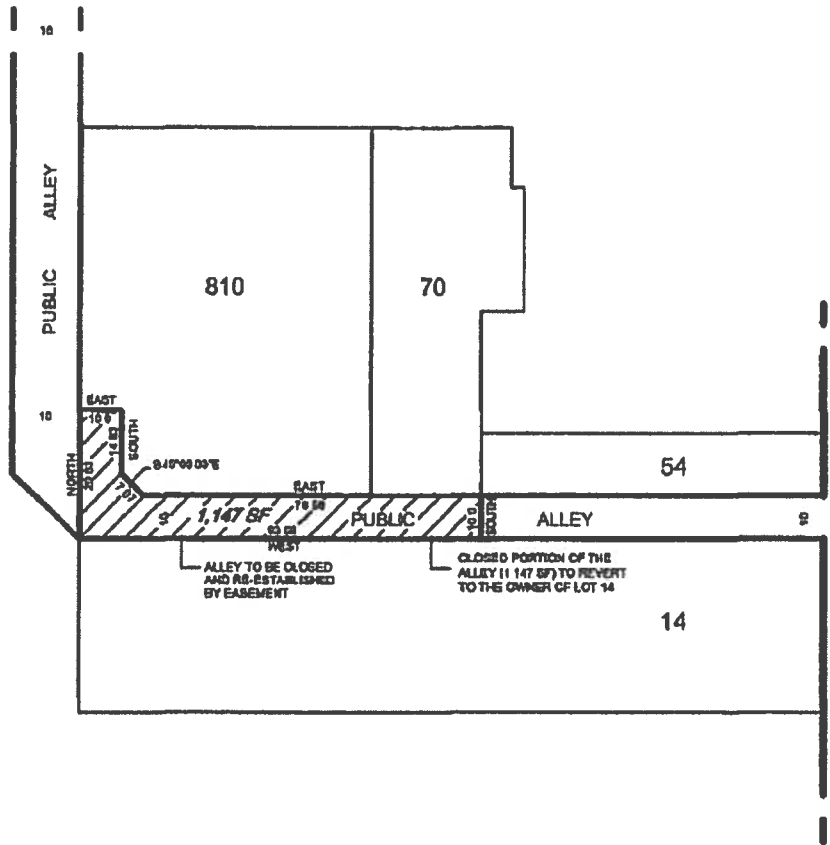
[Signature]
Notary Public

My commission expires: 07/14/2021

Exhibit A
to
Adjacent Property Owner Agreement

Alley Closing and Alley Easement Area

PUBLIC ALLEY CLOSED
SQUARE 653



SOUTH CAPITOL STREET, S.W.

Exhibit B
to
Adjacent Property Owner Agreement

Form of Consent to Alley Closing Application

WRITTEN SUPPORT STATEMENT FOR
ALLEY CLOSING APPLICATION

Surveyor's Office File No. 15-26384
Closing of a portion of a public alley system in Square 653

We, the undersigned owners, pursuant to § 9-202.10 of the D.C. Official Code, do hereby support the application of Altus Realty Partners, LLC and/or 1319 South Capitol Associates, LLC, for the closing of a portion of the public alley system in Square 653, and under penalty of law, we represent by our signature that we are the owners of the property listed below.

Sheila Samaddar
1313 South Capitol Street, SW
Washington, DC
Lot 52, Square 653

Date: 10/10/17

Gregory Keagle
1311 South Capitol Street, SW
Washington, DC
Lot 69, Square 653

Date: _____

Chun-Chau Lam
4 and 4A N Street, SW
Washington, DC
Lots 65 and 66, Square 653

Date: _____

Shing Wai Lam
1301 and 1307 South Capitol Street, SW
Washington, DC
Lot 827, Square 653

Date: _____

RS Liquors, Inc.,
1301 South Capitol Street, SW
Washington, DC
Lots 829 and 830, Square 653

Date: _____

Darin Weaver
6-A N Street, SW
Washington, DC
Lot 63, Square 653

Date: _____

Exhibit B
to
Adjacent Property Owner Agreement

Form of Consent to Alley Closing Application

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ALLEY CLOSING APPLICATION

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Sheila Samaddar
1313 South Capitol Street, SW
Washington, DC
Lot 52, Square 653

Date: _____

Gregory Keagle
1311 South Capitol Street, SW
Washington, DC
Lot 69, Square 653


Date: 9/25/2017

Chun-Chau Lam
4 and 4A N Street, SW
Washington, DC
Lots 65 and 66, Square 653

Date: _____

Shing Wai Lam
1301 and 1307 South Capitol Street, SW
Washington, DC
Lot 827, Square 653

Date: _____

RS Liquors, Inc.,
1301 South Capitol Street, SW
Washington, DC
Lots 829 and 830, Square 653

Date: _____

Darin Weaver
6-A N Street, SW
Washington, DC
Lot 63, Square 653



Date: 9-25-17

Exhibit B
to
Adjacent Property Owner Agreement

Form of Consent to Alley Closing Application

WRITTEN SUPPORT STATEMENT FOR
ALLEY CLOSING APPLICATION

Surveyor's Office File No. 15-26384
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Sheila Samaddar
1313 South Capitol Street, SW
Washington, DC
Lot 52, Square 653

Gregory Keagle
1311 South Capitol Street, SW
Washington, DC
Lot 69, Square 653

Date: _____

Date: _____

Chun-Chau Lam
4 and 4A N Street, SW
Washington, DC
Lots 65 and 66, Square 653

Shing Wai Lam
1301 and 1307 South Capitol Street, SW
Washington, DC
Lot 827, Square 653


Date: 9/25/17


Date: 9/25/17

RS Liquors, Inc.,
1301 South Capitol Street, SW
Washington, DC
Lots 829 and 830, Square 653

Darin Weaver
6-A N Street, SW
Washington, DC
Lot 63, Square 653


Date: 9/25/17

Date: _____

Exhibit C-1
to
Adjacent Property Owner Agreement

Form of North-South Right of Way Agreement

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Grossberg, Yochelson, Fox & Beyda, L.L.P.
1200 New Hampshire Avenue, N.W.
Suite 555
Washington, D.C. 20036
Attention: Matthew S. Kirsch, Esquire

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made as of _____, 2017, (the “Effective Date”) by 1319 SOUTH CAPITOL ASSOCIATES, LLC, a District of Columbia limited liability company (“Developer Owner”) and GREGORY KEAGLE, an individual, SHING WAI LAM, an individual, SHEILA SAMADDAR, an individual and RS LIQUORS, INC., a District of Columbia (each, jointly and severally, an “Adjacent Property Owner” and collectively the “Adjacent Property Owners”).

RECITALS

A. Developer Owner is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lots 14, 15, 53, 54, 60, 61, 62, 64, 68, 70, 810 and 811 (collectively, and inclusive of any real property located in Square 653 which is subsequently acquired by Developer Owner, including without limitation Lot 63, its successors, assigns or affiliates, the “Development Site”).

B. Mr. Gregory Keagle is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653 Lot 69, having a street address of 1311 South Capitol Street SW (“Lot 69”).

C. Mr. Shing Wai Lam is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 827, having an address of 1307 South Capitol Street SW (“Lot 827”).

D. Ms. Sheila Samaddar is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 52, having an address of 1313 South Capitol Street SW (“Lot 52”).

E. RS Liquors, Inc., is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 829, having a street address of 1301 South Capitol Street SW ("Lot 829"), and Square 653, Lot 830, having an address of 1301 South Capitol Street SW ("Lot 830").

F. Mr. Chun-Chau Lam is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 65, having an address of 4A N Street SW ("Lot 65"), and Square 653, Lot 66, having an address of 4 N Street SW, ("Lot 66").

G. Lots 52, 65, 66, 69, 827, 829 and Lot 830 in Square 653, are sometimes referred to herein, singularly and collectively, as the "Adjacent Property".

H. Developer Owner desires to construct a mixed-use project, including residential and retail uses on a portion of the Development Site (the "Project").

I. In connection with the construction of the Project on the Development Site, Developer Owner and Adjacent Property Owners have entered into an Adjacent Property Owner Agreement, setting forth certain terms and conditions concerning the closing of a portion of the east-west public alley located in Square 653, as more particularly described on the attached Exhibit A, which is incorporated herein by this reference. In connection with the entering into of such Adjacent Property Owner Agreement, Developer Owner and Adjacent Property Owners have agreed to enter into an easement agreement to provide for a perpetual, non-exclusive surface easement to provide certain pedestrian and vehicular access from the remaining portion of the east-west public alley that will not be closed (such remaining portion being the "Alley") to and from Lots 52, 53, 54, 68, 69, 70, 827, 829 and 830 (collectively, the "Right of Way Lots"), as more particularly set forth herein, and the simultaneous release and termination of certain existing easements and rights of way, as further set forth below. Lot 65 and Lot 66, to the extent Lot 65 and Lot 66 have legal access to the beginning of the North-South Right of Way (recognizing that the North-South Right of Way will not extend all the way to Lot 65 and Lot 66), shall be granted access to such North-South Right of Way for the purposes set forth herein.

J. Developer Owner and Adjacent Property Owners are each sometimes referred to herein as a "Party" and collectively as the "Parties." The owner(s) in fee simple of Lot 70 at any time are sometimes referred as the "Lot 70 Owner".

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Parties hereby agree, as follows:

1. Recitals Incorporated.

1.1 The foregoing recitals are hereby incorporated as a substantive portion of this Agreement.

2. Termination of Existing Easements and Rights-of-Way.

2.1 The “Existing Easements and Rights-of-Way” shall mean any existing access easements and rights-of-way reserved or otherwise referenced in any deed applicable to Lots 52, 53, 54, 68, 69 and/or 70 in Square 653, as such easements or rights-of-way may have been amended (including but not limited to (1) by those certain deeds for Lot 53 from James E. Horn and Alan Bruzer to A.C. Plitt recorded among the District of Columbia recorder of deeds on June 9, 1958 in Liber 11052 at folio 390, from A.C. Plitt and Clarence M. Plitt to Barney Menditch, Miriam R. Menditch, Norman Gitomer, Millicent Gitomer and Marvin Tievsky recorded among the District of Columbia recorder of deeds on November 27, 1959 in Liber 11346 at folio 269, from Great American Land Corporation to Lee E. Alston recorded among the District of Columbia recorder of deeds on November 3, 1971 in Liber 13279 at folio 208 and from Carol Oesch and Irvin Greenbaum to Vincent T. Warring and Eileen M. Warring, recorded among the District of Columbia recorder of deeds on November 9, 1977, (2) by that certain deed for Lot 54 from Tillman G. Robinson to Lualla A. Jones dated April 6, 1995, (3) by that certain deed for Lots 52, 53 and 54 from Lottie M. Suit and George M. Suit to Ethel V. Fielder recorded among the District of Columbia recorder of deeds on July 21, 1943 in Liber 11052 at folio 390 (4) by that certain deed for Lot 68 from Roger L. Roberts and Essie P. Roberts to John W. Thompson and Bessie Blair recorded among the District of Columbia recorder of deeds on February 20, 1948 in Liber 8687 at folio 150, (5) by that certain deed for Lot 69 from Michael Naizghi to Gregory A. Keagle recorded among the District of Columbia recorder of deeds on April 11, 2005, and (6) by those certain deeds for Lot 70 from Lottie M. Suit to James T. Warring and Martha L. Warring, recorded among the District of Columbia recorder of deeds on March 25, 1940, from Martha L. Warring to Marta Warring, Milton T. Warring, James B. Warring, Sr., Joseph L. Warring and Vincent T. Warring recorded among the District of Columbia recorder of deeds on November 6, 1975, from Vincent T. Warring to Patrick Joseph Warring, Vincent Charles Warring, Jr., Francis Edward Warring, Kevin Leo Warring, Martha Louise Warring, Colin Michael Warring and Sean Richard Warring recorded among the District of Columbia recorder of deeds on January 17, 1979, from Paul L. Pascal, Personal Representative of the Estate of Doris C. Warring to Paul D. Warring as to a ½ interest and Milton T. Warring, Jr as to a ½ interest recorded among the District of Columbia recorder of deeds on March 26, 1998, from Paul L. Pascal, Personal Representative of the Estate of Doris C. Warring to the Estate of Doris C. Warring as to a 1/5 interest, Paul D. Warring as to a 1/5 interest and Milton T. Warring Jr. as to a 1/5 interest recorded among the District of Columbia recorder of deeds on May 28, 2002 and from Mary Kathleen (nee Wells) Fuller and Carole Ann Soules, Personal Representative of the Estate of James B. Warring, Sr. and Mary Kathleen (nee Wells) Fuller, Successor Personal Representative of the Estate of James Bruce Warring, Jr. to Mary Kathleen Fuller, Carole Ann Soules and Audrey F. Hillard recorded among the District of Columbia recorder of deeds on October 26, 2006); including but not limited to: (i) a right of way over the rear 10 feet of Lots 52, 53, 54 and 68 as per plat recorded in Liber 50 at folio 139 in the Office of the Surveyor for the District of Columbia and (ii) a perpetual right of way for alley purposes over and across a certain portion of Lot 70, as recorded in the Office of the Surveyor for the District of Columbia on June 30, 1926 as Instrument No. 71 in Liber 5747 at folio 173.

2.2 The Parties hereby agree that the Existing Easements and Rights-of-Way shall terminate and have no further force or effect as of the Effective Date set forth above.

3. North-South Right of Way. The owners of the Right of Way Lots do hereby grant and convey for the benefit of the Right of Way Lots a perpetual non-exclusive easement (the

“North-South Right of Way”) with a width of twelve (12) feet running parallel to South Capitol Street for the sole purpose of vehicular and pedestrian ingress, egress, and access to and from the Alley to each of Lots 52, 53, 54, 68, 69, 70, 827, 829 and 830 in Square 653, such easement area being referred to herein as the “North-South Right of Way Area”, as more particularly described on the attached **Exhibit B**, which is incorporated herein by this reference, with such North-South Right of Way burdening the land of the Right of Way Lots to the extent the North-South Right of Way (as more particularly described on the attached **Exhibit B**) is located thereon. Lot 65 and Lot 66, to the extent Lot 65 and Lot 66 have legal access to the beginning of the North-South Right of Way (recognizing that the North-South Right of Way will not extend all the way to Lot 65 and Lot 66), shall be granted access to such North-South Right of Way for the purposes set forth herein.

4. Maintenance of North-South Right of Way Area; Naming Rights.

4.1 Lot 70 Owner, its successors and assigns, shall maintain in good order and repair the North-South Right of Way Area (including keeping the North-South Right of Way Area free and clear of ice, snow and loose trash, recognizing that each Adjacent Property Owner shall be responsible for the disposal of its own trash).

4.2 All maintenance shall be performed in a prompt, good and workmanlike manner, and the expenses of the maintenance shall be paid exclusively by Lot 70 Owner, its successors and assigns.

4.3 Developer Owner shall name the North-South Right of Way Area in honor of Leslie Jones, and shall commemorate such naming with a small plaque that shall be maintained in accordance with the other maintenance obligations set forth herein.

5. Easement Runs with Land. The easement, covenants and agreements contained in this Agreement are not personal but are appurtenant to and shall run with the land benefitted thereby, and shall be binding upon all parties hereto and their successors in title or interest and their permitted assigns.

6. No Obstructions. The North-South Right of Way Area shall be utilized only for the non-exclusive purpose of vehicular and pedestrian ingress, egress, and access to and from the Alley to the Right of Way Lots and not for the parking of vehicles, nor for storage space, dumpsters, trash, recycling, or any other activities. The Parties agree that neither Party shall construct or place fences, barriers, barricades, buildings or other obstacles that prevent or obstruct the passage of pedestrian or vehicular traffic over the North-South Right of Way Area. Developer Owner shall (i) replace any fence along the perimeter of the portion of Lot 69 and Lot 52 located in the North South Right of Way Area that it removes; and (ii) repair or replace the fence along the southern edge of Lot 830 to remediate damage caused to such fence by a downed tree. Developer Owner shall install such fencing within thirty (30) days after the North South Right of Way Area is paved in accordance with this Agreement and such fencing shall be constructed with Project standard materials, including without limitation gates. Notwithstanding anything to the contrary herein, the Adjacent Property Owners hereby acknowledge and agree that Developer Owner, or its successors and assigns, may temporarily store certain materials in the North-South Right of Way Area during the construction and paving of the North-South Right of Way Area, as well during any subsequent

construction, renovation and/or rehabilitation of the Project. The North-South Right of Way shall be paved and re-opened permanently, no later than forty-five (45) days following Substantial Completion of the Project, subject to the maintenance, repair and replacement as required hereunder.

7. Condemnation. In the event any portion of the North-South Right of Way Area shall be condemned or transferred in lieu thereof, the portion of the award allocable to the North-South Right of Way Area shall be used, if possible, to relocate, replace and/or restore the same to a useful condition as nearly as possible equivalent to that before such taking. Notwithstanding anything to the contrary herein, to the extent there is a first mortgage lien recorded against such affected tract, the terms of such mortgage loan regarding condemnation or casualty shall govern the disposition of any condemnation award or casualty proceeds and/or duty to restore such affected portion of the North-South Right of Way Area.

8. Insurance and Indemnity.

8.1 Lot 70 Owner shall maintain, at its sole cost and expense, a general hazard and liability insurance policy on the North-South Right of Way Area, naming the owners of the Right of Way Lots as additional insureds, to the extent any such owner of a Right of Way Lot requests to be named as an additional insured in writing delivered to the Developer Owner.

8.2 Lot 70 Owner agrees to indemnify, defend and hold harmless the owners of the Right of Way Lots (the "Indemnified Parties") from and against any and all claims, liabilities, demands, fines, suits, causes of action, judgments, damages, costs and expenses (collectively, "Losses"), including reasonable attorneys' fees and court costs arising from or in connection with loss of life, bodily or personal injury or property damage arising out of, or from the use of, the North-South Right of Way, or work performed by or on behalf of Lot 70 Owner, solely to the extent such Losses were caused by the gross negligence or willful misconduct of Lot 70 Owner and except to the extent such Losses arise from the negligence, act or omission of an Indemnified Party, or its agents, contractors or tenants. Nothing contained herein shall entitle Adjacent Property Owners to consequential or punitive damages or any other sums in excess of actual damages.

9. Remedies. The Parties shall have such remedies available at law or in equity, the Parties shall be entitled to pursue specific performance to enforce their respective rights granted under this Agreement.

10. Reasonable Variances. The depiction of the North-South Right of Way Area attached hereto has been prepared from one or more site plans, and the Parties anticipate and approve reasonable variances between the depicted and actual locations of the Alley and other improvements. The easement and interests created under this Agreement shall be deemed modified to the extent necessary to conform to such reasonable variances.

11. Reservation of Rights. Notwithstanding anything herein to the contrary, each Party shall retain the right to improve, maintain and otherwise utilize such Party's tract, so long as the granting Party's improvements, maintenance or other utilization of its tract does not unreasonably interfere with the exercise of the benefitted Party's easement or other rights hereunder.

12. Notices. Notices under this Agreement shall be in writing delivered by hand (effective upon delivery), mail (effective three (3) business days after proper delivery to the U.S. Postal Service), or overnight courier (effective one (1) business day after proper delivery to a national overnight courier) to the address(es) listed below:

If to Developer Owner: 1319 South Capitol Associates, LLC
c/o Ronald D. Paul Companies
4416 East West Highway, Suite 300
Bethesda, Maryland 20814

With a copy to: Grossberg, Yochelson, Fox & Beyda, L.L.P.
1200 New Hampshire Avenue, N.W.
Suite 555
Washington, D.C. 20036
Attention: Matthew S. Kirsch, Esquire
Kirsch@GYFB.com

If to any of Adjacent Property Owners: c/o Bregman, Berbert, Schwartz &
Gilday, LLC
7315 Wisconsin Avenue
Suite 800 West
Bethesda, Maryland 20814
Attention: Wendy D. Pullano, Esq.

Each party may change the notice addresses listed above in accordance with the terms of this Section 12.

13. Captions. The captions herein are inserted only as a matter of convenience and for references and neither define, limit, or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof.

14. Governing Law. The laws of the District of Columbia shall govern the interpretation, validity, performance and enforcement of this Agreement.

15. Estoppel Certificate. Each Party agrees that within twenty (20) days following any written request (but in no event more frequently than two (2) times during any calendar year) of the other Party, it will issue to the requesting Party or its prospective mortgagee or successor an estoppel certificate stating to the best of the issuing Party's knowledge as of such date: (i) whether it knows of any default under this Agreement by the requesting Party and, if there are known defaults, specifying the nature thereof; (ii) whether this Agreement has been assigned, modified or amended in any way and, if so, the nature thereof and furnishing copies thereof if in the issuing Party's possession; and (iii) whether this Agreement is in full force and effect; and (iv) such other matters concerning this Agreement as may be reasonably requested by the requesting Party. The issuance of an estoppel certificate shall in no event subject the person furnishing it to any liability

for the negligent or inadvertent failure of such person to disclose correct and/or relevant information.

16. Existing Lienholders. The Parties hereby agree that this Agreement shall not be valid unless and until all of the lienholders of (i) the Development Site and (ii) the Adjacent Property, have subordinated their interests to the right of way and other interests granted by this Agreement. Developer Owner shall use its best efforts to cause the sole existing lienholder to execute of the Joinder of Lienholder set forth on Exhibit C. The Adjacent Property Owners shall use their best efforts to cause any existing lienholders to execute a consent substantially in the form of the Joinder of Lienholder set forth on Exhibit C.

17. Miscellaneous.

17.1 Failure of any Party to comply with any or all of the terms and conditions of this Agreement shall not, under any circumstances, entitle any other Party to terminate any easement, but shall give rise to such other remedies as may be provided in this Agreement or by law or equity. Except as expressly provided in this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and in addition to and not to the exclusion of those provided by law or equity. Any modification to this Agreement must be in recordable form and be executed by the Parties and shall not be effective until recorded in the public records of the District of Columbia.

17.2 This Agreement shall not create an association, partnership, joint venture or principal and agency relationship between any of the parties hereto. No waiver of any provision of this Agreement shall be deemed to imply or constitute a further waiver of that provision or any other provision. Should any provision be declared invalid by a legal authority of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. The Parties do not intend to merge the estates benefited and burdened by the easement and covenants hereby established.

17.3 In the event of litigation, mediation or arbitration concerning the interpretation or enforcement of this Agreement, the prevailing party is entitled to recover from the losing party its reasonable legal fees, court costs, and expenses, whether at trial or appellate level.

17.4 TIME IS OF THE ESSENCE with respect to each and every provision of this Agreement.

17.5 The easement created hereby is a private easement for the benefit of the parties to this Agreement only.

17.6 The singular or plural used herein shall be deemed to include the other; and any pronoun shall be deemed to include the masculine, feminine or neuter.

17.7 This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings.

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

17.9 At least thirty (30) days prior to commencement of construction of the Project, Developer Owner (at its sole cost and expense) shall record this Agreement among the land records of the District of Columbia.

[Signatures on the following pages.]


IN WITNESS WHEREOF, the Parties have each caused this Agreement to be duly executed as of the day and year first written above.

DEVELOPER OWNER:

1319 SOUTH CAPITOL ASSOCIATES, LLC,
a District of Columbia limited liability company

1319 South Capitol Investors, LLC,
a Maryland limited liability company

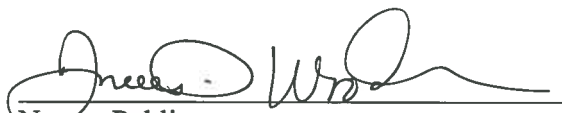
By: Potomac Investment Trust, an irrevocable trust
established under Trust Agreement dated as of
September 10, 2003, its Manager

By: 
Kathleen A. McCallum, Trustee

State of Maryland
~~DISTRICT OF COLUMBIA~~, to wit:

On September 22, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Kathleen A. McCallum, in her capacity as Trustee of the Potomac Investment Trust, in its capacity as manager of 1319 South Capitol Investors, LLC, the manager of 1319 South Capitol Associates, LLC, a District of Columbia limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the Agreement, the person, or the entity upon behalf of which the person acted, executed the Agreement.

Witness my hand and official seal.


Notary Public

My commission expires: March 21, 2018



Adjacent Property Owners:

By: *Gregory B. Keagle*
Name: Mr. Greg Keagle, an individual
Owner of Lot 69

State of Maryland
County of Montgomery

~~DISTRICT OF COLUMBIA~~, to wit:

On September 25, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Greg Keagle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

Wendy D. Pullano
Notary Public

My commission expires: 9/3/20



WENDY D. PULLANO
Notary Public, State of Maryland
County of Montgomery
My Commission Expires Sept. 3, 2020

By: Shing Wai Lam
Name: Mr. Shing Wai Lam, an individual
Owner of Lot 827

DISTRICT OF COLUMBIA, to wit:

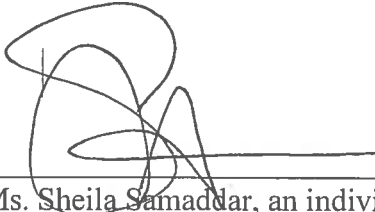
On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Shing Wai Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 07/14/2021)





By: _____
Name: Ms. Sheila Samaddar, an individual
Owner of Lot 52

DISTRICT OF COLUMBIA, to wit:

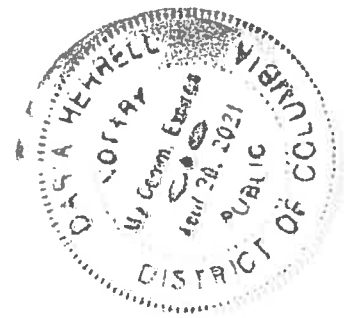
On October 10th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Ms. Sheila Samaddar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be her act and deed.

Witness my hand and official seal.



Notary Public

My commission expires: 04/30/2021



RS Liquors, Inc., a District of Columbia corporation

By: Shing Wai Lam
Name:
Its: SHING WAI Lam
Owner of Lot 829 and Lot 830

DISTRICT OF COLUMBIA, to wit:

On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Shing Wai Lam in his/her capacity as owner of RS Liquors, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 07/14/2021

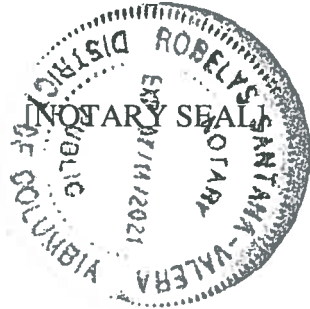


EXHIBIT A
TO
EASEMENT AGREEMENT

ALLEY CLOSING AND ALLEY EASEMENT AREA

PUBLIC ALLEY CLOSED
SQUARE 653

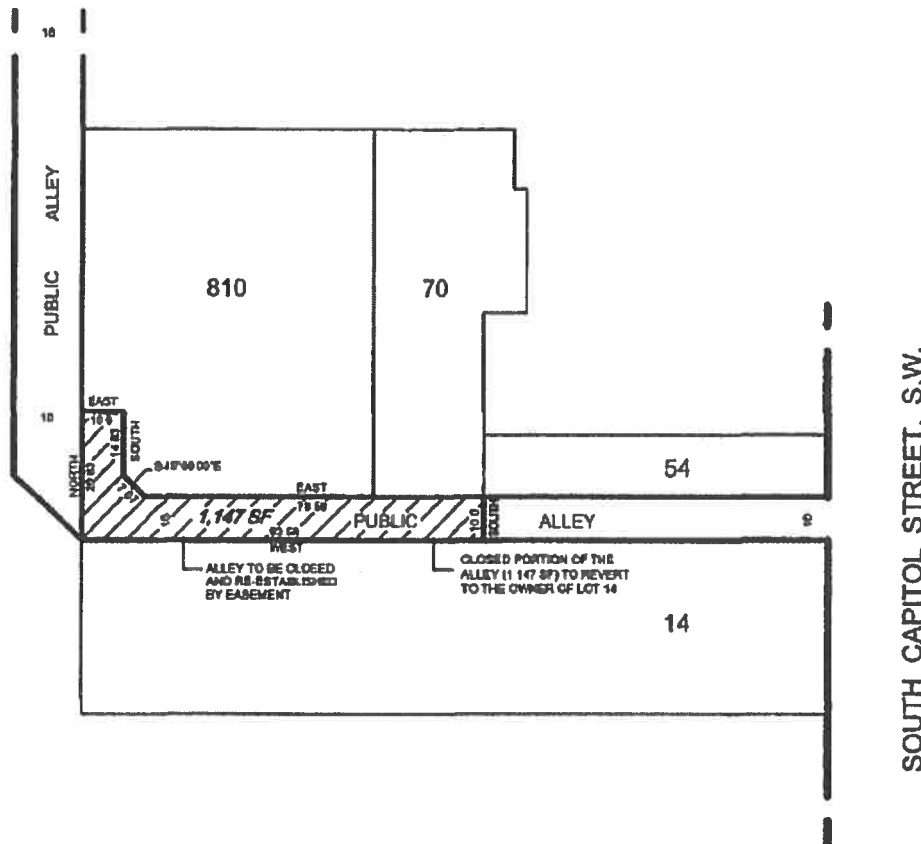
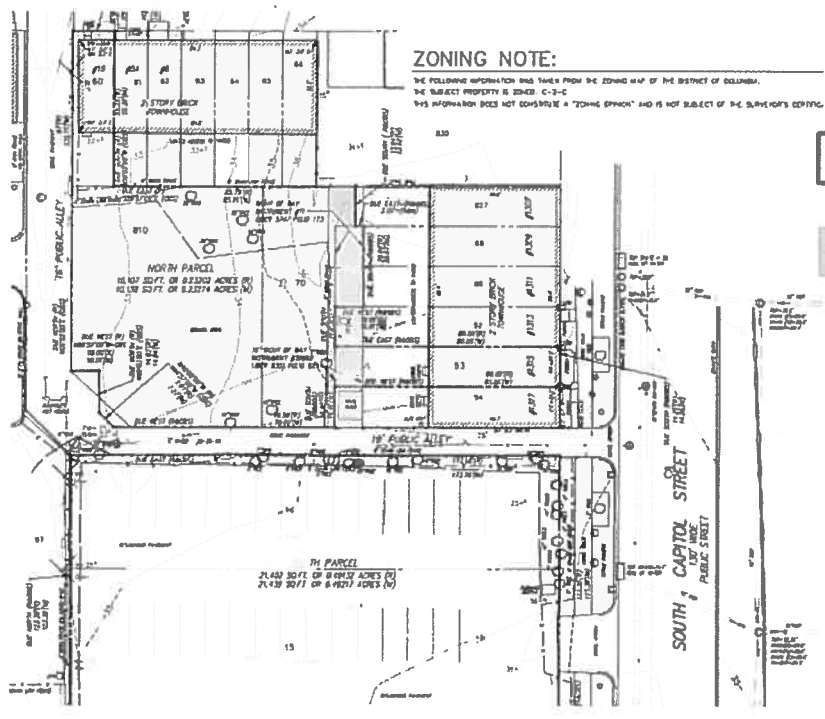


EXHIBIT B
TO
EASEMENT AGREEMENT

PLAT OF NORTH SOUTH RIGHT OF WAY



Cross Access
Easement Area



Existing easement
to be replaced

EXHIBIT C
TO
EASEMENT AGREEMENT

JOINDER OF LIENHOLDER

The undersigned, the holder of that certain Deed of Trust Note, dated August 24, 2015, recorded on August 24, 2015, as Document Number 2015086851 in the Official Public Records of the District of Columbia, covering the Development Site (as modified, the "Deed of Trust"), hereby consents to the execution and recording of this Easement Agreement and agrees that said Deed of Trust is subject and subordinate thereto.

Notwithstanding anything to the contrary herein, the undersigned does not subordinate the lien of the Deed of Trust to any claims, damages, or indemnities against Owner Developer that arise from the terms of this Easement Agreement.

EagleBank, solely in its capacity as Lender related to a Loan to Developer Owner dated _____.

By: _____
Name: Matthew B. Leydig
Title: Senior Vice President

DISTRICT OF COLUMBIA)

On this ____ day of _____, 2017, personally appeared before me Matthew B. Leydig, as Senior Vice President of EAGLEBANK, acting in its authorized capacity as Lender, signer and sealer of the foregoing instrument and acknowledged the same to be his/her free act and deed and the free act and deed of said entities, before me. He/she is personally known to me or has produced a driver's license as identification.

Notary Public

My commission expires: _____

Exhibit C-2
to
Adjacent Property Owner Agreement

Plat of North-South Right of Way

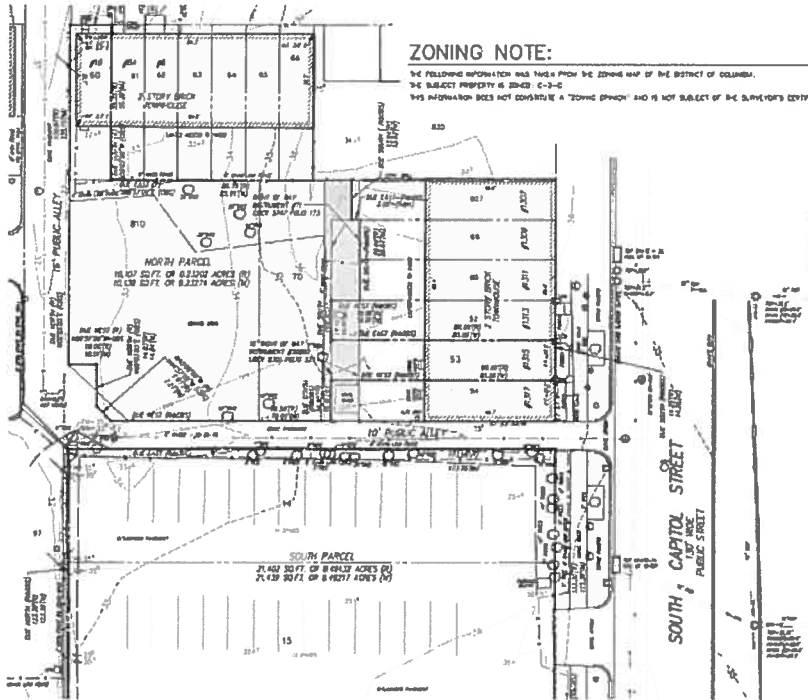


Exhibit D-1
to
Adjacent Property Owner Agreement

Crane Overswing Agreement

THIS CRANE OVERSWING AGREEMENT (this “**Agreement**”) is entered into on October ____, 2017 (the “**Effective Date**”) by and between **1319 SOUTH CAPITOL ASSOCIATES, LLC**, a District of Columbia limited liability company (“**Developer Owner**”), **GREGORY KEAGLE**, an individual, **CHUN-CHAU LAM**, an individual, **SHING WAI LAM**, an individual, **SHEILA SAMADDAR** an individual, **DARIN WEAVER**, an individual, and **RS LIQUORS, INC.**, a District of Columbia corporation (each, jointly and severely, an “**Adjacent Property Owner**” and collectively the “**Adjacent Property Owners**”).

BACKGROUND

A. Adjacent Property Owners owns certain real property in the District of Columbia (collectively, the “**Adjacent Property**”), more particularly described in that certain Adjacent Property Owners dated of even date herewith by and between the parties hereto (the “**Adjacent Property Owner Agreement**”);

B. Developer Owner owns that certain real property in the District of Columbia, more particularly in the Adjacent Property Owner Agreement (the “**Development Site**”);

C. Developer Owner intends to construct a project on the Development Site, as more particularly in the Adjacent Property Owner Agreement (the “**Project Improvements**”);

D. To facilitate the construction of the Project Improvements, Developer Owner has requested from Adjacent Property Owners the temporary use of the air space above any or all of the Adjacent Properties (the “**Project Crane Swing Area**”) for the sole purpose of permitting the swing of one (1) or more construction tower cranes (the “**Project Crane**”) to accommodate, on a temporary basis (1) “weathervaning” of the Project Crane (i.e., the Project Crane shall be free to spin in the wind); and (2) the aerial swing for the arm of the Project Crane during the term of this Agreement;

E. Adjacent Property Owners and Developer Owner have entered into this Agreement to evidence the consent of Adjacent Property Owners to the temporary use by Developer Owner of the Project Swing Area in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Developer Owner and Adjacent Property Owners hereby agree as follows:

1. **Grant.** Subject to the terms of this Agreement, Adjacent Property Owners grants to Developer Owner and Developer Owner’s agents, employees and contractors during the Term (defined below) a temporary non-exclusive license (the “**License**”) to (a) allow the Project Crane

to swing over the Adjacent Property solely within the Project Crane Swing Area provided that such License may only be utilized during the term of this Agreement in connection with the construction of the Project Improvements and solely to accommodate (1) “weathervaning” of the Project Crane; and (2) the aerial swing for the arm of the Project Crane during the actual operation of the Project Crane to swing over the Project Crane Swing Area (collectively, the “Permitted Uses” and the activities permitted thereunder being the “Craned Activities”).

2. Term. The term of this Agreement shall be from the Effective Date through the substantial completion of the Project Improvements (or, if earlier, the date on which the Craned Activities are concluded) (the “Term”), at which time all the rights and obligations of the parties hereunder shall terminate. This Agreement may not be terminated or revoked.

3. Representations. Developer Owner covenants, represents and warrants that it has obtained and, upon written request, will deliver to Adjacent Property Owners, or will obtain and, upon written request, will deliver to Adjacent Property Owners prior to commencing the installation, erection, use and operation of the Project Crane and the construction of the Project Improvements, all Crane Permits (as defined below) required by each governmental authority with jurisdiction over the Development Site and the Adjacent Property for the proper installation, erection, operation and dismantling of the Project Crane;

4. Use of the Project Crane Swing Area. During the Term of this Agreement:

(a) Developer Owner shall erect, operate and dismantle the Project Crane in compliance with all applicable statutes, codes, or regulations of governmental authorities with jurisdiction over the Project Crane, the Development Site and the Adjacent Property;

(b) Developer Owner shall obtain and pay for all Crane Permits required by all applicable agencies and authorities in connection with the installation and operation of the Project Crane;

(c) Developer Owner agrees not to make any unlawful use of the Project Crane;
and

(d) Developer Owner will not permit any loads being lifted or carried by the Project Crane to swing over the Adjacent Property.

Developer Owner shall be obligated to obtain and deliver to Adjacent Property Owners upon request, at Developer Owner’s sole cost and expense, all necessary licenses, permits and approvals in connection with the installation, erection, construction, operation and removal of the Project Crane (collectively, the “Crane Permits”). If necessary in connection with the issuance of the Crane Permit, Adjacent Property Owners agrees to execute or endorse any application for the Crane Permit.

5. Damage. In the event of any damage to the Adjacent Property arising out of or relating to Developer Owner’s actions pursuant to this Agreement, the rights of the parties shall be as set forth in the Adjacent Property Owner Agreement.

6. Insurance. The contractor or operator of any Project Crane shall carry industry standard insurance policies and have sufficient experience to carry out the construction contemplated hereby.

7. Miscellaneous.

(a) This Agreement shall be governed by, construed and enforced according to the laws of the District of Columbia. This Agreement was negotiated between the parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the agreement to be drafted. With respect to any actions arising under this Agreement, each of Developer Owner and Adjacent Property Owners, on behalf of itself and its successors and assigns, hereby mutually waives the right to request a trial by jury in any action or proceeding arising out of this Agreement or otherwise involving, arising out of or related to the Permitted Uses or the Project Improvements.

(b) All notices shall be given pursuant to the notice section of the Adjacent Property Owner Agreement.

(c) The recitals set forth at the beginning of this Agreement are incorporated herein by this reference and deemed a substantive part hereof.

(d) The terms, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns permitted or required hereunder, recognizing that this agreement shall automatically be assigned to, and assumed by, any successors in title or interest of either Developer Owner's or Adjacent Property Owners' parcels.

(e) This Agreement and any Exhibits hereto constitute the entire contract between Developer Owner and Adjacent Property Owners with respect to the subject matter of this Agreement, and neither party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations, whether oral or written, pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth in this Agreement. The provisions of this Agreement are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions. Modifications, waivers and consents regarding this Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.

(f) This Agreement may be executed in one or more counterparts, by original, electronic or facsimile signature, and when executed by all parties shall constitute one and the same instrument.

(g) If any dispute arises between the parties hereto concerning this Agreement or their respective rights, duties and obligations hereunder, such dispute shall be handled pursuant to the terms of the Adjacent Property Owner Agreement.

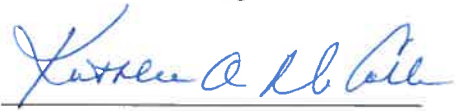
IN WITNESS WHEREOF, the Parties have executed this Agreement under seal the day and year first above written.

DEVELOPER OWNER:

1319 SOUTH CAPITOL ASSOCIATES, LLC, a District of Columbia Limited Liability Company

1319 South Capitol Investors, LLC, a Maryland Limited Liability Company

By: Potomac Investment Trust, an irrevocable trust established under Trust Agreement dated as of September 10, 2003, its Manager


By: 
Kathleen A. McCallum, Trustee

Address: c/o Ronald D. Paul Companies
4416 East West Highway, Suite 300
Bethesda, MD 20814

State of Maryland
~~DISTRICT OF COLUMBIA~~, to wit:

On September 22, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Kathleen A. McCallum, in her capacity as Trustee of the Potomac Investment Trust, in its capacity as manager of 1319 South Capitol Investors, LLC, the manager of 1319 South Capitol Associates, LLC, a District of Columbia limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the Agreement, the person, or the entity upon behalf of which the person acted, executed the Agreement.

Witness my hand and official seal.



Notary Public

My commission expires: March 21, 2018



IN WITNESS WHEREOF, the Parties have executed this Agreement under seal the day and year first above written.

ADJACENT PROPERTY OWNERS:

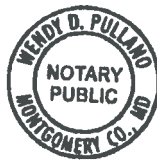
By: 
Name: Mr. Greg Keagle, an individual
Owner of Lot 69

State of Maryland
County of Montgomery
~~DISTRICT OF COLUMBIA~~, to wit:

On September 25, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Greg Keagle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

My commission expires: 9/3/20) 
Notary Public



WENDY D. PULLANO
Notary Public, State of Maryland
County of Montgomery
My Commission Expires Sept. 3, 2020

By: Shing Wai Lam
Name: Mr. Shing Wai Lam, an individual
Owner of Lot 827

DISTRICT OF COLUMBIA, to wit:

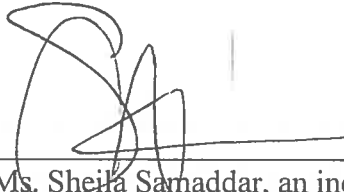
On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Shing Wai Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 07/14/2021)



By: 
Name: Ms. Sheila Samaddar, an individual
Owner of Lot 52

DISTRICT OF COLUMBIA, to wit:

On October 10th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Ms. Sheila Samaddar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be her act and deed.

Witness my hand and official seal.



Notary Public

My commission expires: 04/30/2021



By: Chun Lam
Name: Mr. Chun-Chau Lam, an individual
Owner of Lot 65 and Lot 66

DISTRICT OF COLUMBIA, to wit:

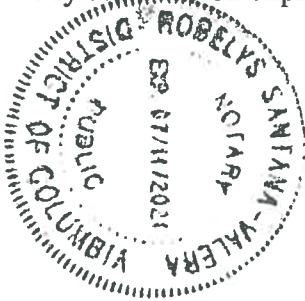
On September 25th 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Chun-Chau Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.



Notary Public

My commission expires: 07/14/2021)



By: 

Name: Mr. Darin Weaver, an individual
Owner of Lot 63

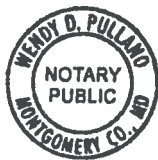
State of Maryland
County of Montgomery
~~DISTRICT OF COLUMBIA~~, to wit:

On September 25, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Darin Weaver, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.


Notary Public

My commission expires: 9/23/20)



WENDY D. PULLANO
Notary Public, State of Maryland
County of Montgomery
My Commission Expires Sept. 3, 2020

RS Liquors, Inc., a District of Columbia corporation

By: Shing Wai Lam
Name:
Its: SHING WAI LAM
Owner of Lot 829 and Lot 830

DISTRICT OF COLUMBIA, to wit:

On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Shing Wai Lam in his/her capacity as owner of RS Liquors, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public



My commission expires: 07/14/2021

Exhibit D-2
to
Adjacent Property Owner Agreement

Crane Overswing Agreement

THIS CRANE OVERSWING AGREEMENT (this "**Agreement**") is entered into on October ____, 2017 by and between GREGORY KEAGLE, an individual ("**Lot 69 Owner**"), 1319 SOUTH CAPITOL ASSOCIATES, LLC, a District of Columbia limited liability company ("**Developer Owner**"), and CHUN-CHAU LAM, an individual, SHING WAI LAM, an individual, SHEILA SAMADDAR an individual, DARIN WEAVER, an individual, and RS LIQUORS, INC., a District of Columbia corporation (each, jointly and severely, an "**Adjacent Property Owner**" and collectively the "**Adjacent Property Owners**").

BACKGROUND

A. Adjacent Property Owners and Developer Owner own certain real property in the District of Columbia (collectively being referred to herein as the "**Adjacent Property**"), more particularly described in that certain Adjacent Property Owner Agreement dated of even date herewith by and between the parties hereto (the "**Adjacent Property Owner Agreement**") as the portions of the "Adjacent Property" and "Development Site", respectively;

B. Lot 69 Owner owns that certain real property in the District of Columbia, known as Square 653, Lot 69, having a street address of 1311 South Capitol Street SW (the "**Lot 69**");

C. Lot 69 Owner intends to construct a project on Lot 69 (the "**Project Improvements**");

D. To facilitate the construction of the Project Improvements, Lot 69 Owner has requested from Developer Owner and the Adjacent Property Owners the temporary use of the air space above any or all of the Adjacent Properties (the "**Project Crane Swing Area**") for the sole purpose of permitting the swing of one (1) or more construction tower cranes (the "**Project Crane**") to accommodate, on a temporary basis (1) "weathervaning" of the Project Crane (i.e., the Project Crane shall be free to spin in the wind); and (2) the aerial swing for the arm of the Project Crane during the term of this Agreement;

E. Lot 69 Owner, Adjacent Property Owners and Developer Owner have entered into this Agreement to evidence the consent of Adjacent Property Owners to the temporary use by Lot 69 Owner of the Project Swing Area in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Lot 69 Owner, Developer Owner and Adjacent Property Owners hereby agree as follows:

1. Grant. Subject to the terms of this Agreement, Adjacent Property Owners and Developer Owner grants to Lot 69 Owner and Lot 69 Owner's agents, employees and contractors during the Term (defined below) a temporary non-exclusive license (the "License") to (a) allow the Project Crane to swing over the Adjacent Property solely within the Project Crane Swing Area provided that such License may only be utilized during the Term (defined below) of this Agreement in connection with the construction of the Project Improvements and solely to accommodate (1) "weathervaning" of the Project Crane; and (2) the aerial swing for the arm of the Project Crane during the actual operation of the Project Crane to swing over the Project Crane Swing Area (collectively, the "Permitted Uses" and the activities permitted thereunder being the "Craned Activities").

2. Term. The term of this Agreement shall be from the Effective Date (defined below) through the substantial completion of the Project Improvements (or, if earlier, the date on which the Craned Activities are concluded) (the "Term"), at which time all the rights and obligations of the parties hereunder shall terminate. The "Effective Date" shall occur upon the satisfaction of all of the following conditions (the "Effectiveness Conditions") in the reasonable discretion of Developer Owner: (i) Lot 69 Owner secures all Crane Permits (defined below); (ii) the issuance of the Crane Permits do not materially delay or interfere with the construction by Developer Owner on the Development Site of the project described in the Adjacent Property Owner Agreement, and (iii) Lot 69 Owner provides proof of Comprehensive General Liability or Commercial General Liability Insurance, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence and not less than Two Million and 00/100 Dollars (\$2,000,000.00) on a general aggregate basis, for bodily injury, death and property damage, listing Developer Owner and the Adjacent Property Owners as additional insureds. This Agreement shall not be effective until the Effectiveness Conditions have been satisfied and the Effective Date has been established in writing between the parties.

3. Representations. Lot 69 Owner covenants, represents and warrants that it has obtained and, upon written request, will deliver to Adjacent Property Owners, or will obtain and, upon written request, will deliver to Adjacent Property Owners prior to commencing the installation, erection, use and operation of the Project Crane and the construction of the Project Improvements, all Crane Permits required by each governmental authority with jurisdiction over Lot 69 and the Adjacent Property for the proper installation, erection, operation and dismantling of the Project Crane.

4. Use of the Project Crane Swing Area. During the Term of this Agreement:

(a) Lot 69 Owner shall erect, operate and dismantle the Project Crane in compliance with all applicable statutes, codes, or regulations of governmental authorities with jurisdiction over the Project Crane and Lot 69 Owner;

(b) Lot 69 Owner shall obtain and pay for all Crane Permits required by all applicable agencies and authorities in connection with the installation and operation of the Project Crane;

(c) Lot 69 Owner agrees not to make any unlawful use of the Project Crane;
and

(d) Lot 69 Owner will not permit any loads being lifted or carried by the Project Crane to swing over the Adjacent Property.

Lot 69 Owner shall be obligated to obtain and deliver to Adjacent Property Owners upon request, at Lot 69 Owner's sole cost and expense, all necessary licenses, permits and approvals in connection with the installation, erection, construction, operation and removal of the Project Crane (collectively, the "Crane Permits"). If necessary in connection with the issuance of the Crane Permit, Adjacent Property Owners and Developer Owner agree to execute or endorse any application for the Crane Permit.

5. Damage. Lot 69 Owner hereby indemnifies and holds harmless Developer Owner and Adjacent Property Owners from and against any and all claims, liabilities, demands, fines, suits, causes of action, judgments, damages, costs and expenses, including reasonable attorneys' fees and court costs arising from or in connection with loss of life, bodily or personal injury or property damage caused in whole or in part by Lot 69 Owner, or any contractors, subcontractor or their respective employees, agents, independent contractors and anyone under their supervision or control, caused by, resulting from, arising out of or attributable to the operation of the Project Crane. In the event of any such damage Lot 69 Owner shall immediately the use of the Project Crane, until such issue is finally resolved.

6. Crane Insurance. The contractor or operator of any Project Crane shall carry industry standard insurance policies and have sufficient experience to carry out the construction contemplated hereby.

7. Miscellaneous.

(a) This Agreement shall be governed by, construed and enforced according to the laws of the District of Columbia. This Agreement was negotiated between the parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the agreement to be drafted. With respect to any actions arising under this Agreement, each of Lot 69 Owner, Developer Owner and Adjacent Property Owners, on behalf of itself and its successors and assigns, hereby mutually waives the right to request a trial by jury in any action or proceeding arising out of this Agreement or otherwise involving, arising out of or related to the Permitted Uses or the Project Improvements.

(b) All notices shall be given pursuant to the notice section of the Adjacent Property Owner Agreement.

(c) The recitals set forth at the beginning of this Agreement are incorporated herein by this reference and deemed a substantive part hereof.

(d) The terms, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns permitted or required hereunder, recognizing that this agreement shall be personal to and not assignable by Lot 69 Owner, except to an affiliate or other person controlled by such Lot 69 Owner, without the written consent of Developer Owner and the Adjacent Property Owners in their sole discretion.

(e) This Agreement and any Exhibits hereto constitute the entire contract between Lot 69 Owner, Developer Owner and Adjacent Property Owners with respect to the subject matter of this Agreement, and neither party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations, whether oral or written, pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth in this Agreement. The provisions of this Agreement are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions. Modifications, waivers and consents regarding this Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.

(f) This Agreement may be executed in one or more counterparts, by original, electronic or facsimile signature, and when executed by all parties shall constitute one and the same instrument.

(g) If any party materially breaches this Agreement, any other party may notify the breaching party in writing of such breach. The breaching party shall have five (5) days to cure such breach. If such breach is not cured as provided herein, the non-breaching party shall have the right, but not the obligation, upon written notice, to terminate this Agreement and pursue rights and remedies available under applicable law.

(h) If any dispute arises between the parties hereto concerning this Agreement or their respective rights, duties and obligations hereunder, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees and costs in addition to any other relief that may be granted.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal the day and year first above written.

DEVELOPER OWNER:

1319 SOUTH CAPITOL ASSOCIATES, LLC, a District of Columbia Limited Liability Company

1319 South Capitol Investors, LLC, a Maryland Limited Liability Company

By: Potomac Investment Trust, an irrevocable trust established under Trust Agreement dated as of September 10, 2003, its Manager

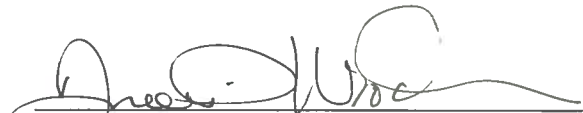
By: 
Kathleen A. McCallum, Trustee

Address: c/o Ronald D. Paul Companies
4416 East West Highway, Suite 300
Bethesda, MD 20814

State of Maryland
~~DISTRICT OF COLUMBIA~~, to wit:

On September 22, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Kathleen A. McCallum, in her capacity as Trustee of the Potomac Investment Trust, in its capacity as manager of 1319 South Capitol Investors, LLC, the manager of 1319 South Capitol Associates, LLC, a District of Columbia limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the Agreement, the person, or the entity upon behalf of which the person acted, executed the Agreement.

Witness my hand and official seal.


Notary Public

My commission expires: March 21, 2018



IN WITNESS WHEREOF, the Parties have executed this Agreement under seal the day and year first above written.

LOT 69 OWNER

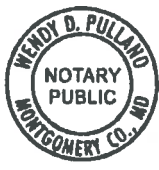
By: *Greg G. Keagle*
Name: Mr. Greg Keagle, an individual
Owner of Lot 69

State of Maryland
County of Montgomery
~~DISTRICT OF COLUMBIA~~, to wit:

On *September 25*, *2017* before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Greg Keagle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

My commission expires: *9/3/20*)
Wendy D. Pullano
Notary Public



WENDY D. PULLANO
Notary Public, State of Maryland
County of Montgomery
My Commission Expires Sept. 3, 2020

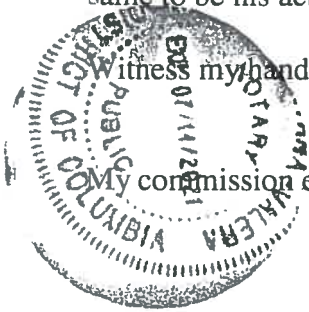
ADJACENT PROPERTY OWNERS:

By: Shing Wai Lam
Name: Mr. Shing Wai Lam, an individual
Owner of Lot 827

DISTRICT OF COLUMBIA, to wit:

On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Shing Wai Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.



My commission expires: 07/14/2021)

[Signature]
Notary Public



By: _____
Name: Ms. Sheila Samaddar, an individual
Owner of Lot 52

DISTRICT OF COLUMBIA, to wit:

On October 10th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Ms. Sheila Samaddar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be her act and deed.

Witness my hand and official seal.



Notary Public

My commission expires: 04/30/2021)



By: Chun Lam
Name: Mr. Chun-Chau Lam, an individual
Owner of Lot 65 and Lot 66

DISTRICT OF COLUMBIA, to wit:


On September 25th, 2021 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Chun-Chau Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.



My commission expires: 07/14/2021)

[Signature]
Notary Public

By: 
Name: Mr. Darin Weaver, an individual
Owner of Lot 63

*State of Maryland
County of Montgomery*
~~DISTRICT OF COLUMBIA~~, to wit:

On September 25, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Darin Weaver, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.


Notary Public

My commission expires: 9/3/20)



WENDY D. PULLANO
Notary Public, State of Maryland
County of Montgomery
My Commission Expires Sept. 3, 2020

RS Liquors, Inc., a District of Columbia corporation

By: Shing Wai Lam
Name:
Its: SHING WAI LAM
Owner of Lot 829 and Lot 830

DISTRICT OF COLUMBIA, to wit:

On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Shing Wai Lam in his/her capacity as owner of RS Liquors, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 07/14/2021

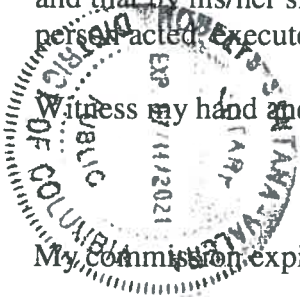


Exhibit D-3
to
Adjacent Property Owner Agreement

Crane Overswing Agreement

THIS CRANE OVERSWING AGREEMENT (this “**Agreement**”) is entered into on October ____, 2017 by and between (i) **CHUN-CHAU LAM**, an individual, (ii) **SHING WAI LAM**, an individual and (iii) **RS LIQUORS, INC.**, a District of Columbia corporation (collectively, jointly and severally, the “**Construction Lot Owner**”), **1319 SOUTH CAPITOL ASSOCIATES, LLC**, a District of Columbia limited liability company (“**Developer Owner**”), and **GREGORY KEAGLE**, an individual, **SHEILA SAMADDAR** an individual, and **DARIN WEAVER**, an individual (each, jointly and severally, an “**Adjacent Property Owner**” and collectively the “**Adjacent Property Owners**”).

BACKGROUND

A. Adjacent Property Owners and Developer Owner own certain real property in the District of Columbia (collectively being referred to herein as the “**Adjacent Property**”), more particularly described in that certain Adjacent Property Owner Agreement dated of even date herewith by and between the parties hereto (the “**Adjacent Property Owner Agreement**”) as portions of the “Adjacent Property” and the “Development Site”, respectively;

B. Mr. Chun-Chau Lam is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 65, having an address of 4A N Street SW (“**Lot 65**”), and Square 653, Lot 66, having an address of 4 N Street SW, (“**Lot 66**”);

C. Mr. Shing Wai Lam is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 827, having an address of 1307 South Capitol Street (“**Lot 827**”);

D. RS Liquors, Inc., is the owner in fee simple of certain real property lying and being in the District of Columbia, known as Square 653, Lot 829, having a street address of 1301 South Capitol Street SW (“**Lot 829**”), and Square 653, and Lot 830, having an address of 1301 South Capitol Street SW (“**Lot 830**”);

E. Lot 65, Lot 66, Lot 827, Lot 829, and Lot 830 are referred to herein collectively as the “**Construction Lots**”;

F. Construction Lots Owner intends to construct a project on one (1) or more of the Construction Lots (the “**Project Improvements**”);

G. To facilitate the construction of the Project Improvements, Construction Lots Owner has requested from Developer Owner and the Adjacent Property Owners the temporary use of the air space above any or all of the Adjacent Properties (the “**Project Crane Swing Area**”) for the sole purpose of permitting the swing of one (1) or more construction tower cranes (the “**Project Crane**”) to accommodate, on a temporary basis (1) “weathervaning” of the Project Crane (i.e., the

Project Crane shall be free to spin in the wind); and (2) the aerial swing for the arm of the Project Crane during the term of this Agreement;

H. Construction Lots Owner, Adjacent Property Owners and Developer Owner have entered into this Agreement to evidence the consent of Adjacent Property Owners to the temporary use by Construction Lots Owner of the Project Swing Area in accordance with the terms and conditions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual agreements and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Construction Lots Owner, Developer Owner and Adjacent Property Owners hereby agree as follows:

1. Grant. Subject to the terms of this Agreement, Adjacent Property Owners and Developer Owner grants to Construction Lots Owner and Construction Lots Owner's agents, employees and contractors during the Term (defined below) a temporary non-exclusive license (the "License") to (a) allow the Project Crane to swing over the Adjacent Property solely within the Project Crane Swing Area provided that such License may only be utilized during the Term (defined below) of this Agreement in connection with the construction of the Project Improvements and solely to accommodate (1) "weathervaning" of the Project Crane; and (2) the aerial swing for the arm of the Project Crane during the actual operation of the Project Crane to swing over the Project Crane Swing Area (collectively, the "Permitted Uses" and the activities permitted thereunder being the "Craned Activities").

2. Term. The term of this Agreement shall be from the Effective Date (defined below) through the substantial completion of the Project Improvements (or, if earlier, the date on which the Craned Activities are concluded) (the "Term"), at which time all the rights and obligations of the parties hereunder shall terminate. The "Effective Date" shall occur upon the satisfaction of all of the following conditions (the "Effectiveness Conditions") in the reasonable discretion of Developer Owner: (i) Construction Lots Owner secures all Crane Permits (defined below); (ii) the issuance of the Crane Permits do not materially delay or interfere with the construction by Developer Owner on the Development Site of the project described in the Adjacent Property Owner Agreement, and (iii) Construction Lots Owner provides proof of Comprehensive General Liability or Commercial General Liability Insurance, with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence and not less than Two Million and 00/100 Dollars (\$2,000,000.00) on a general aggregate basis, for bodily injury, death and property damage, listing Developer Owner and the Adjacent Property Owners as additional insureds. This Agreement shall not be effective until the Effectiveness Conditions have been satisfied and the Effective Date has been established in writing between the parties.

3. Representations. Construction Lots Owner covenants, represents and warrants that it has obtained and, upon written request, will deliver to Adjacent Property Owners, or will obtain and, upon written request, will deliver to Adjacent Property Owners prior to commencing the installation, erection, use and operation of the Project Crane and the construction of the Project Improvements, all Crane Permits required by each governmental authority with jurisdiction over

the Construction Lots and the Adjacent Property for the proper installation, erection, operation and dismantling of the Project Crane.

4. Use of the Project Crane Swing Area. During the Term of this Agreement:

(a) Construction Lots Owner shall erect, operate and dismantle the Project Crane in compliance with all applicable statutes, codes, or regulations of governmental authorities with jurisdiction over the Project Crane and Construction Lots Owner;

(b) Construction Lots Owner shall obtain and pay for all Crane Permits required by all applicable agencies and authorities in connection with the installation and operation of the Project Crane;

(c) Construction Lots Owner agrees not to make any unlawful use of the Project Crane; and

(d) Construction Lots Owner will not permit any loads being lifted or carried by the Project Crane to swing over the Adjacent Property.

Construction Lots Owner shall be obligated to obtain and deliver to Adjacent Property Owners upon request, at Construction Lots Owner's sole cost and expense, all necessary licenses, permits and approvals in connection with the installation, erection, construction, operation and removal of the Project Crane (collectively, the "Crane Permits"). If necessary in connection with the issuance of the Crane Permit, Adjacent Property Owners and Developer Owner agree to execute or endorse any application for the Crane Permit.

5. Damage. Construction Lots Owner, jointly and severally, hereby indemnifies and holds harmless Developer Owner and Adjacent Property Owners from and against any and all claims, liabilities, demands, fines, suits, causes of action, judgments, damages, costs and expenses, including reasonable attorneys' fees and court costs arising from or in connection with loss of life, bodily or personal injury or property damage caused in whole or in part by Construction Lots Owner, or any contractors, subcontractor or their respective employees, agents, independent contractors and anyone under their supervision or control, caused by, resulting from, arising out of or attributable to the operation of the Project Crane. In the event of any such damage Construction Lots Owner shall immediately cease the use of the Project Crane, until such issue is finally resolved.

6. Crane Insurance. The contractor or operator of any Project Crane shall carry industry standard insurance policies and have sufficient experience to carry out the construction contemplated hereby.

7. Miscellaneous.

(a) This Agreement shall be governed by, construed and enforced according to the laws of the District of Columbia. This Agreement was negotiated between the parties and shall be construed without regard to any presumption or other rule requiring construction against the party causing the agreement to be drafted. With respect to any actions arising under this Agreement, each of Construction Lots Owner, Developer Owner and Adjacent Property Owners,

on behalf of itself and its successors and assigns, hereby mutually waives the right to request a trial by jury in any action or proceeding arising out of this Agreement or otherwise involving, arising out of or related to the Permitted Uses or the Project Improvements.

(b) All notices shall be given pursuant to the notice section of the Adjacent Property Owner Agreement.

(c) The recitals set forth at the beginning of this Agreement are incorporated herein by this reference and deemed a substantive part hereof.

(d) The terms, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns permitted or required hereunder, recognizing that this agreement shall be personal to and not assignable by any of the Construction Lots Owners, except to an affiliate or other person controlled by such parties, without the written consent of Developer Owner and the Adjacent Property Owners in their sole discretion.

(e) This Agreement and any Exhibits hereto constitute the entire contract between Construction Lots Owner, Developer Owner and Adjacent Property Owners with respect to the subject matter of this Agreement, and neither party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations, whether oral or written, pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements, or representations are expressly and specifically set forth in this Agreement. The provisions of this Agreement are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions. Modifications, waivers and consents regarding this Agreement shall only be binding if in writing and signed by the party against whom such modification, waiver or consent is sought to be enforced.

(f) This Agreement may be executed in one or more counterparts, by original, electronic or facsimile signature, and when executed by all parties shall constitute one and the same instrument.

(g) If any party materially breaches this Agreement, any other party may notify the breaching party in writing of such breach. The breaching party shall have five (5) days to cure such breach. If such breach is not cured as provided herein, the non-breaching party shall have the right, but not the obligation, upon written notice, to terminate this Agreement and pursue rights and remedies available under applicable law.

(h) If any dispute arises between the parties hereto concerning this Agreement or their respective rights, duties and obligations hereunder, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees and costs in addition to any other relief that may be granted.


IN WITNESS WHEREOF, the Parties have executed this Agreement under seal the day and year first above written.

DEVELOPER OWNER:

1319 SOUTH CAPITOL ASSOCIATES, LLC, a District of Columbia Limited Liability Company

1319 South Capitol Investors, LLC, a Maryland Limited Liability Company

By: Potomac Investment Trust, an irrevocable trust established under Trust Agreement dated as of September 10, 2003, its Manager


By: 
Kathleen A. McCallum, Trustee

Address: c/o Ronald D. Paul Companies
4416 East West Highway, Suite 300
Bethesda, MD 20814

State of Maryland
~~DISTRICT OF COLUMBIA~~, to wit:

On September 22, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Kathleen A. McCallum, in her capacity as Trustee of the Potomac Investment Trust, in its capacity as manager of 1319 South Capitol Investors, LLC, the manager of 1319 South Capitol Associates, LLC, a District of Columbia limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the Agreement, the person, or the entity upon behalf of which the person acted, executed the Agreement.

Witness my hand and official seal.


Notary Public

My commission expires: March 21, 2018



IN WITNESS WHEREOF, the Parties have executed this Agreement under seal the day and year first above written.

CONSTRUCTION LOTS OWNER

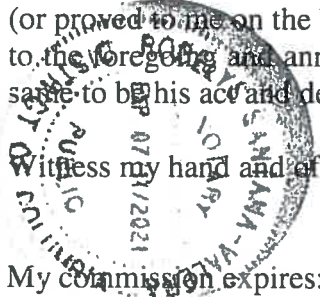
By: Chun Lam
Name: Mr. Chun-Chau Lam, an individual
Owner of Lot 65 and Lot 66

DISTRICT OF COLUMBIA, to wit:

On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Chun-Chau Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

My commission expires: 07/14/2021)



[Signature]
Notary Public

[Construction Lots Owner Signatures and Acknowledgments Continue on Following Page]

By: Shing Wai Lam
Name: Mr. Shing Wai Lam, an individual
Owner of Lot 827

DISTRICT OF COLUMBIA, to wit:

On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Shing Wai Lam, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.



My commission expires: 07/14/2021

[Signature]
Notary Public

[Construction Lots Owner Signatures and Acknowledgments Continue on Following Page]

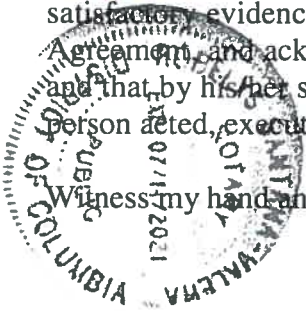
RS Liquors, Inc., a District of Columbia corporation

By: Shing Wai Lam
Name:
Its: SHING WAI LAM
Owner of Lot 829 and Lot 830

DISTRICT OF COLUMBIA, to wit:

On September 25th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Shing Wai Lam in his/her capacity as owner of RS Liquors, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Witness my hand and official seal.



[Signature]
Notary Public

My commission expires: 07/14/2021

ADJACENT PROPERTY OWNERS:

By: 
Name: Mr. Greg Keagle, an individual
Owner of Lot 69

State of Maryland
County of Montgomery
~~DISTRICT OF COLUMBIA~~, to wit:

On September 25, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Greg Keagle, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.


Witness my hand and official seal.


Notary Public

My commission expires: 9/3/20



WENDY D. PULLANO
Notary Public, State of Maryland
County of Montgomery
My Commission Expires Sept. 3, 2020



By: _____
Name: Ms. Sheila Samaddar, an individual
Owner of Lot 52

DISTRICT OF COLUMBIA, to wit:

On October 10th, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Ms. Sheila Samaddar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be her act and deed.

Witness my hand and official seal.



Notary Public

My commission expires: 04/30/2021



State of Maryland
County of Montgomery

By: *Darin Weaver*
Name: Mr. Darin Weaver, an individual
Owner of Lot 63

~~DISTRICT OF COLUMBIA~~, to wit:

On September 25, 2017 before me, the undersigned, a Notary Public in and for the jurisdiction aforesaid, personally appeared Mr. Darin Weaver, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing and annexed Agreement, personally appeared before me and acknowledged the same to be his act and deed.

Witness my hand and official seal.

Wendy D. Pullano
Notary Public

My commission expires: 9/3/20



WENDY D. PULLANO
Notary Public, State of Maryland
County of Montgomery
My Commission Expires Sept. 3, 2020