

EXHIBIT H
Concept Plans

8th & O Streets, N.W.



SQUARE: 0399
 ADDRESS: 1336 8TH STREET NW
 LOT: 0068
 SITE AREA: 13,306 SF MEASURED



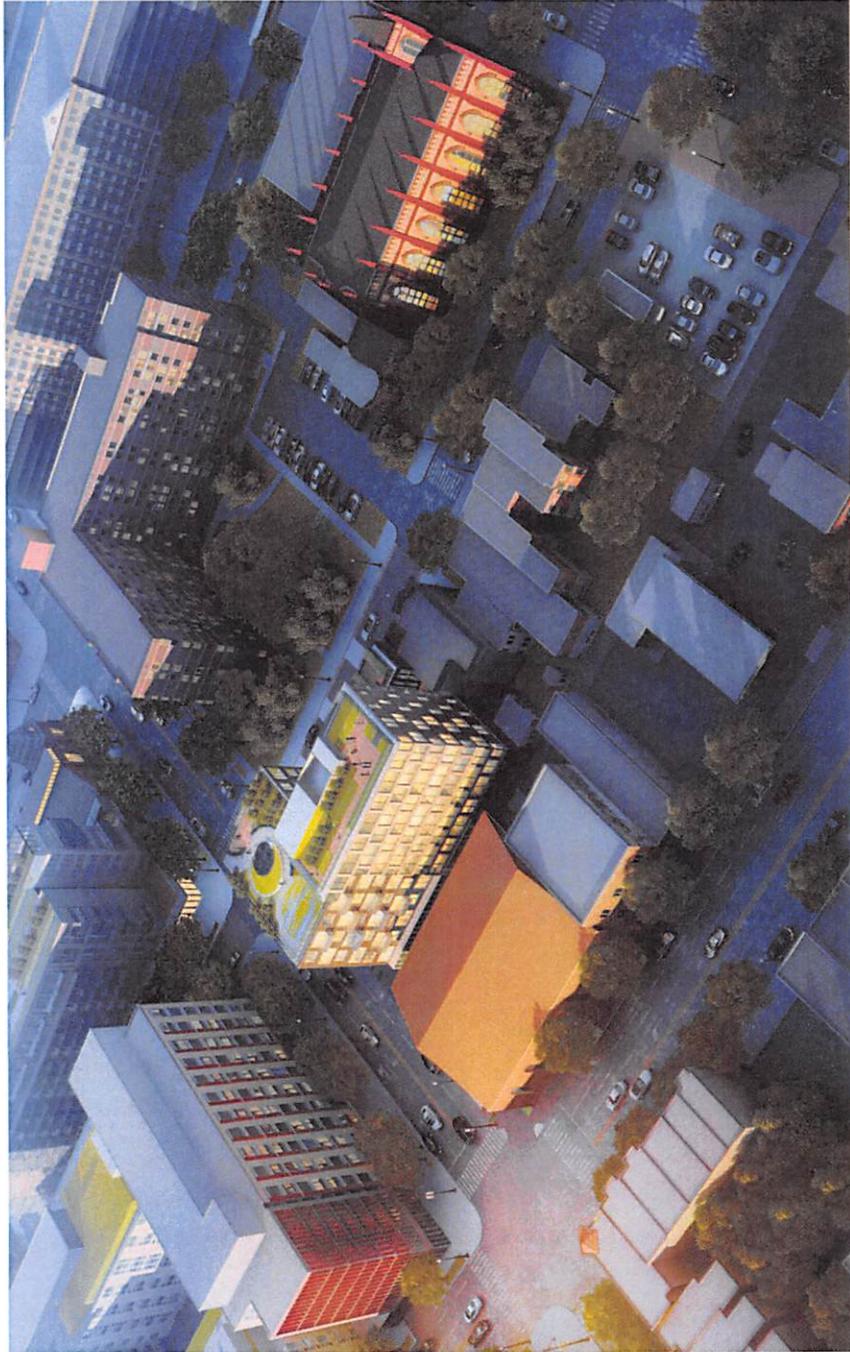
SITE PLAN
 --- SITE BOUNDARY

8 TH & O STREETS, N.W.
 WASHINGTON, DC

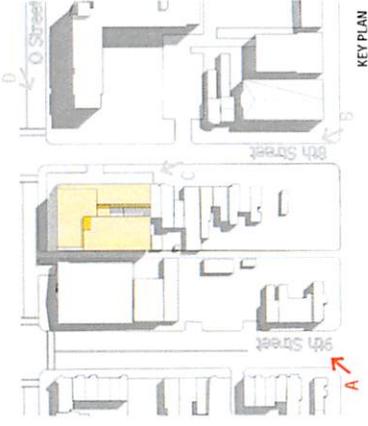
ROADSIDE DEVELOPMENT
 architects

SITE PLAN
 shalom baranes associates 2

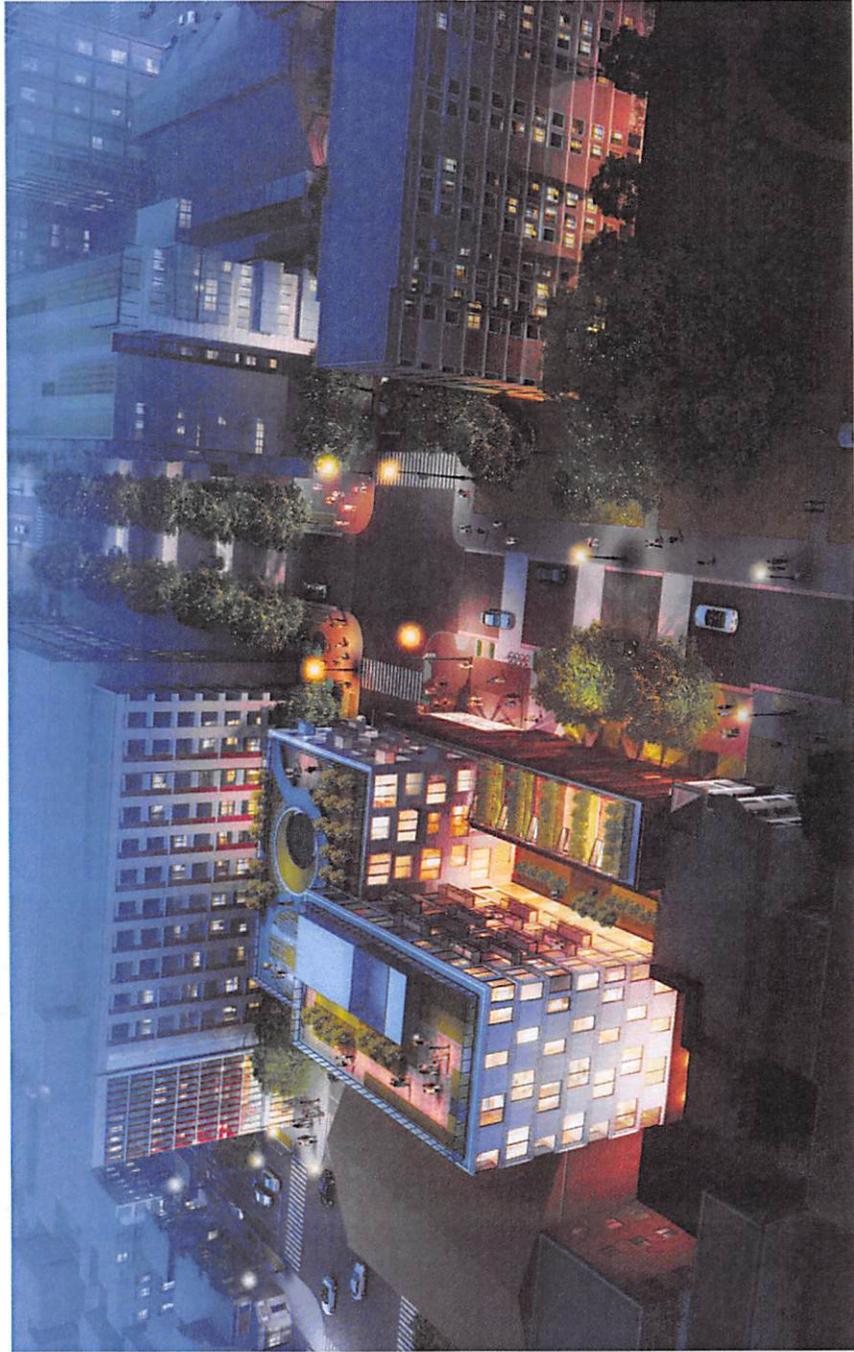
JUNE 18TH, 2015
 COPYRIGHT © 2015 R.S.D., P.C.



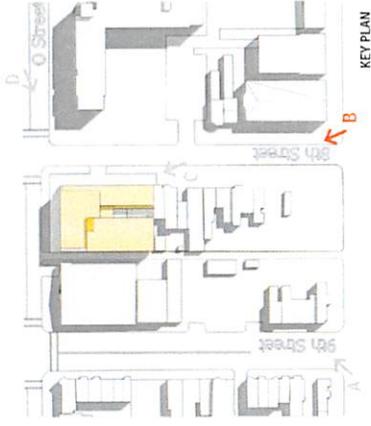
A AERIAL VIEW FROM 9TH & N STREETS



KEY PLAN

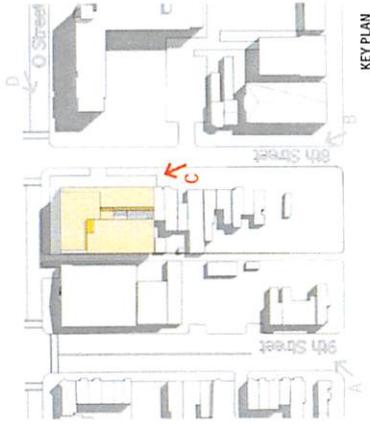


B_AERIAL VIEW ABOVE 8TH STREET FROM SOUTH





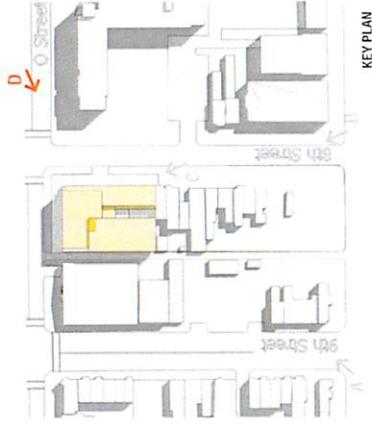
C STREET VIEW ON 8TH STREET FROM SOUTH



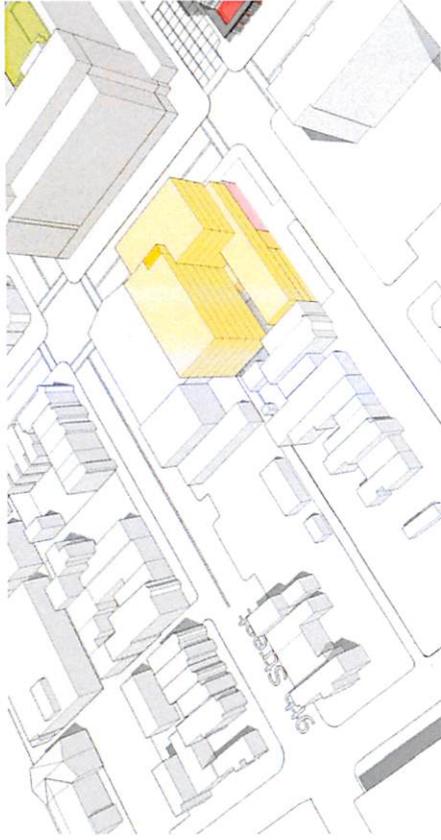
KEY PLAN



D _ STREET VIEW ON O STREET FROM EAST



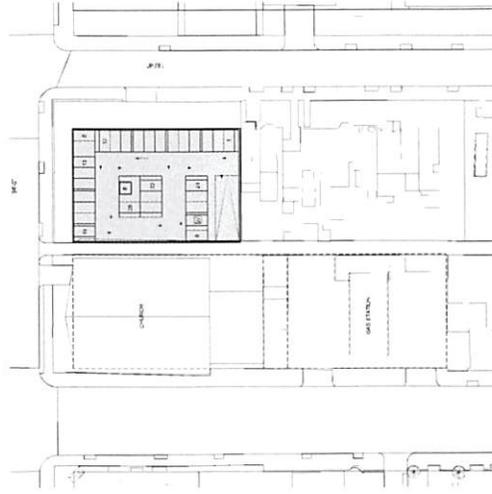
KEY PLAN



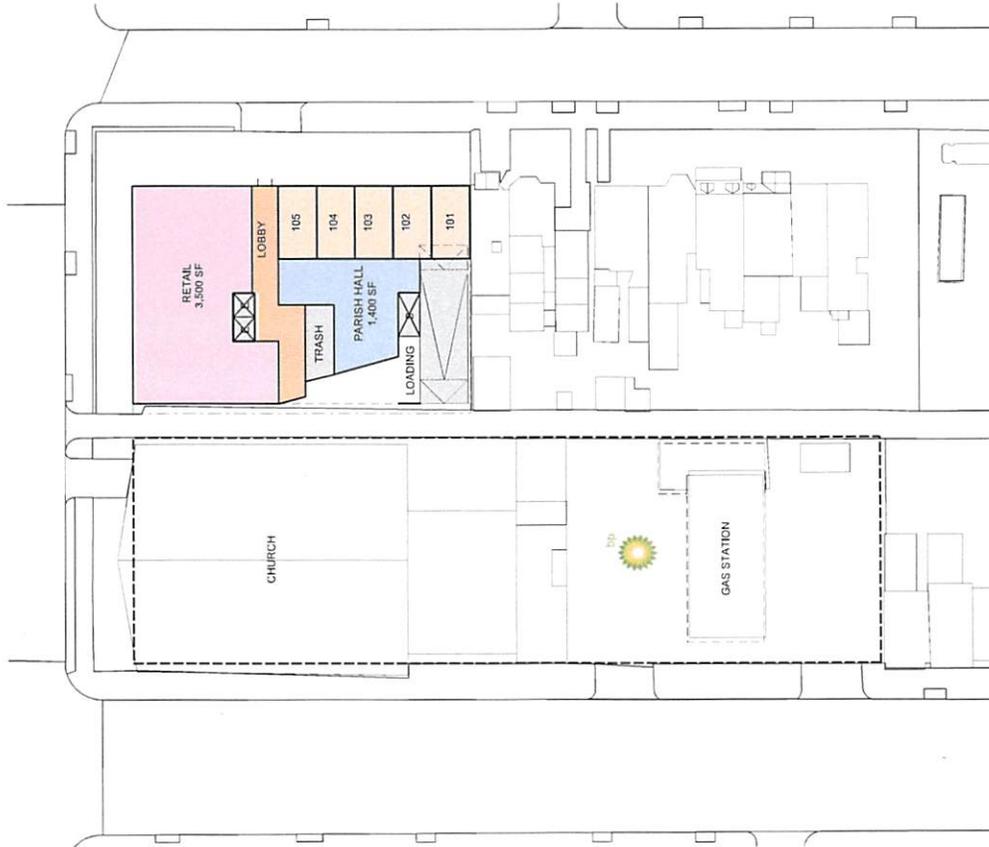
AXON VIEW FROM SE

AREA TABULATIONS

Area	Area (SF)	Area (sq ft)
Ground Floor (BEP 504)	2,400	2,400
Basement (1) (B00000001)	2,400	2,400
Retail	3,500	
Loading / Service	2,400	
Parish	1,400	
Lobby	1,300	
Sub Total	12,000	
Typical Level (BEP 504)	1,000	1,000
Upper Level	6,660	
Intermediate Level	9,015	
Lower Level	7,945	
Transfer	1,000	
Sub Total (7 Levels)	27,720	
FAR	11.100	
FAR	102.310	
FAR	6.0	
Parking	parking spaces: 24	
	Over 121 Level Parking	



PARKING LEVEL FLOOR PLAN



GROUND FLOOR PLAN



8 TH & 0 STREETS, N.W.
WASHINGTON, DC

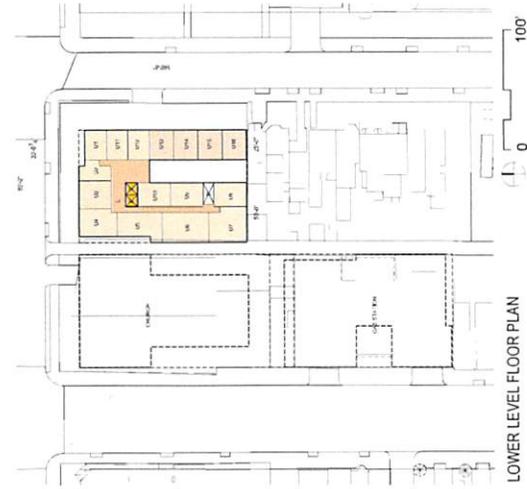
BASEMENT & GROUND FLOOR PLANS

architects

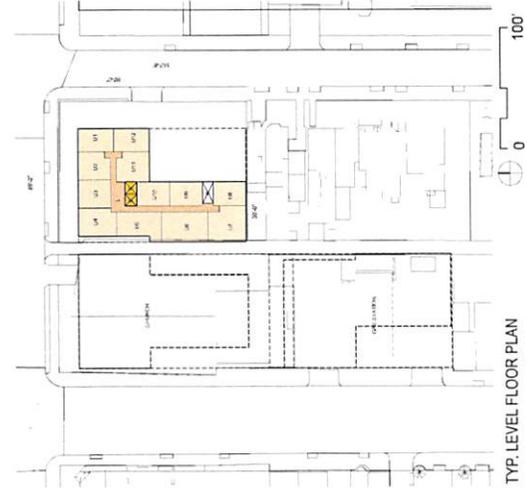
JUNE 16TH, 2015

Copyright © 2015, L&L, PC

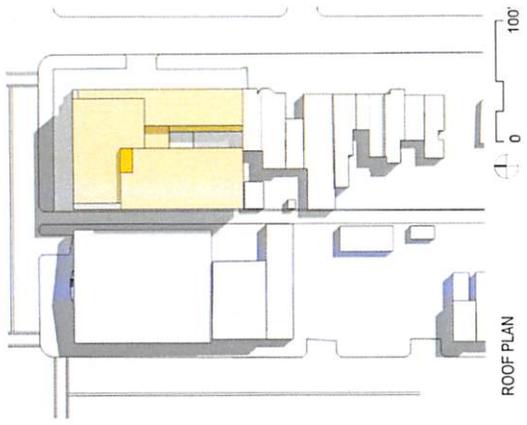
shalom baranes associates



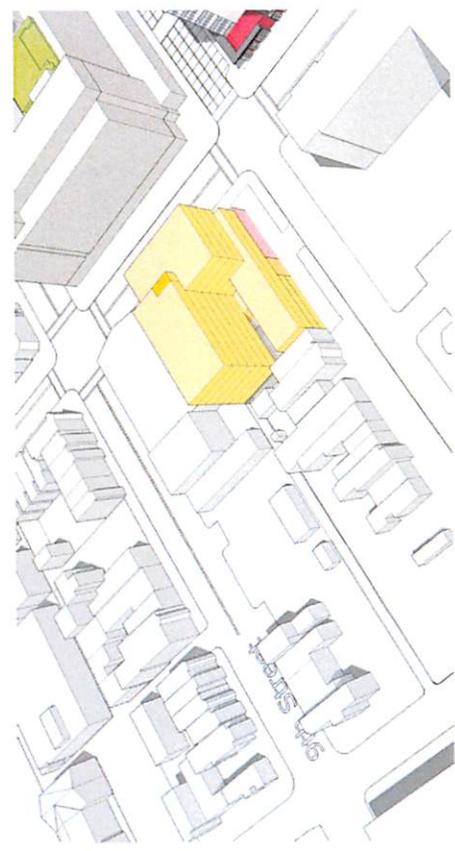
LOWER LEVEL FLOOR PLAN



TYP. LEVEL FLOOR PLAN



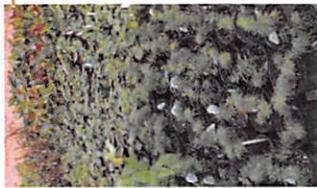
ROOF PLAN



AXON VIEW FROM SE

AREA TABULATIONS

Ground Floor (BFP Area)	11,000	11,000	11,000
Basement (BFP Area)	1,500	1,500	1,500
Roof (BFP Area)	2,500	2,500	2,500
Sub Total	15,000	15,000	15,000
Upper levels (BFP Area)	6,660	6,660	6,660
Intermediate levels (BFP Area)	16,500	16,500	16,500
Lower levels (BFP Area)	19,800	19,800	19,800
Sub Total (7 levels)	42,960	42,960	42,960
Total Building Area	57,960	57,960	57,960
Other (1 French Parking)	600	600	600
Total	58,560	58,560	58,560



MIXED PLANTING WITH SHRUBS



12x36" CONCRETE PAVER @ ENTRIES

PLANTING AND GREEN PAVING





GREEN WALL & DECK



CONCRETE PAVERS & GRASS



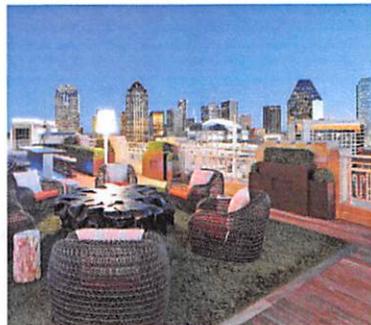
GRASS 1



CORRUGATED METAL MECHANICAL SCREEN



GRASS 2



CONTEMPORARY FURNITURE



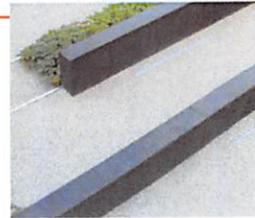
GRAVEL



RAISED PLANTER



STONE ACCENT



CIRCULAR BENCH



CONCRETE PAVERS



PLANTERS



8TH & 0 STREETS, N.W.



WASHINGTON, DC

June 16TH, 2015

copyright © 2015 | usa, pc

ROOF LANDSCAPE PLAN

architects

shalom baranes associates

10

EXHIBIT I
Deed

COUNCIL SUBMISSION VERSION

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the ____ day of _____, 20____, by the DISTRICT OF COLUMBIA, a municipal corporation, acting by and through the Deputy Mayor for Planning and Economic Development, ("Grantor"), pursuant to the [REFERENCE SURPLUS AND DISPOSITION RESOLUTIONS], and _____, a _____ ("Grantee"), with _____ an _____ address _____ of _____.

WITNESSETH, that in consideration of the sum of One Million Dollars (\$1,000,000.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee and its successors and assigns, in fee simple, the property described in Exhibit A which is attached hereto and incorporated herein, together with the improvements thereon, and all rights (including air rights), privileges and appurtenances to the same belonging, located in the District of Columbia (the "Property");

Subject to Grantor's Right of Re-Entry contained on Exhibit B, both of which are attached hereto and incorporated herein;

TO HAVE AND TO HOLD the same unto and for the use of Grantee, its successors and assigns, in fee simple, forever;

AND said Grantor covenants that it will warrant specially the Property, and that it will execute such further assurances of the Property as may be requisite.

Any capitalized term used in this Deed but not defined herein shall have the meaning ascribed to it in the Construction Covenant identified as document number 1 on Exhibit B.

[signature on following page]

Exhibit A

Legal Description

Exhibit B
RIGHT OF RE-ENTRY

Any capitalized term not defined herein or in the Deed shall have the meaning ascribed to it in the Construction Covenant. If an Event of Default occurs under Section 5.1.1(b) of the Construction Covenant (a "**Re-Entry Default**"), unless such Re-Entry Default is cured prior to the Re-Entry Date described below, Grantor shall have the right to declare a termination in favor of Grantor of the title and of all the rights and interests in and to the Property, or any portion thereof, and to re-enter the Property ("**Right of Re-Entry**"), at Grantor's option, upon the following terms and conditions:

- (A) Following a Re-Entry Default, Grantor may give written notice to Grantee that Grantor has elected to exercise its Right of Re-Entry ("**Exercise Notice**"). Re-entry shall take place unless the Re-Entry Default is cured by a date reasonably designated by Grantor in the Exercise Notice (the "**Re-Entry Date**"). Grantor shall clearly state the Re-Entry Date in the Exercise Notice.
- (B) On the Re-Entry Date, Grantor shall have the absolute right to execute and record among the land records of the District of Columbia a written declaration of the termination of the right, title and interest of Grantee, its successors in interest and assigns in the Property ("**Termination Declaration**"), and to re-enter and take possession of the Property "as-is, where is, with all faults", and re-vest in Grantor, the Property. Grantee agrees to deliver the documents listed on Schedule 1 within ten (10) Business Days following the Re-Entry Date.
- (C) The exercise of the Right of Re-Entry and the re-entry thereunder shall terminate all obligations and/or covenants of Grantee in the Construction Covenant and the Affordable Housing Covenant, except those that expressly survive termination.
- (D) Grantor's re-entry shall be effective upon recordation of the Termination Declaration among the land records of the District of Columbia.

Notwithstanding any other provision hereof, immediately upon the achievement of Substantial Completion with respect to any Component (as defined in the Construction Covenant) of the Project, or, in the case of the Flat Units (as defined in the Construction Covenant), upon the achievement of Substantial Completion with respect to any floor of Flat Units in the Project, Grantor's Right of Re-Entry shall automatically terminate and be of no further force or effect with respect to such Component or such floor of Flat Units. Without limiting the generality of the preceding sentence, upon the request of Grantee, Grantor agrees to provide a Release of Grantor's Right of Re-Entry in the form attached hereto as Exhibit C to Grantee as to any Component(s) or floor of Flat Units with respect to which Substantial Completion has been achieved, which Release shall be in a form as will enable it to be recorded in the land records of the District of Columbia. Any notice to be delivered pursuant to this Deed shall be delivered in accordance with the notice provisions set forth in the Construction Covenant.

[PRIOR TO EXECUTION, PARTIES WILL NEGOTIATE COMMERCIALY
REASONABLE NOTICE AND CURE RIGHTS FOR CONSTRUCTION LENDER AND
EQUITY PROVIDERS]

Schedule 1

DOCUMENTS TO BE DELIVERED BY GRANTEE

1. Owner's affidavit.
2. Releases for liens and encumbrances.
3. Evidence of payment in full of all utilities, taxes and other assessments through the Re-Entry Date.
4. Deed.
5. Evidence satisfactory to Grantor of clear and marketable title to the Property.
6. Such other confirmatory documents as may be reasonably requested by Grantor.

[Subject to further negotiation based upon outcome of negotiations with construction lender and equity providers referenced above]

EXHIBIT J
Form Letter of Credit

Office of Attorney General for the District of Columbia Form Letter of Credit

ISSUER:
[Name of Bank]
[Bank Address]

Date of Issue: _____, 20__

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [Insert Number]

Beneficiary

Applicant

District of Columbia, by and through
The Office of Deputy Mayor for
Planning and Economic Development
1350 Pennsylvania Avenue, NW, Suite 317
Washington, DC 20007
Attention: Deputy Mayor for Planning
and Economic Development

[Name of Developer]
[Address]

AMOUNT: \$100,000.00

EXPIRY DATE: [Insert Date] subject to renewal provisions herein

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit [Insert Number] ("Letter of Credit") in favor of Beneficiary for the account of Applicant up to an aggregate amount of ONE HUNDRED THOUSAND U.S. DOLLARS (U.S. \$100,000.00). Available for payment when accompanied by the following three items:

1. A draft at sight drawn on [Name of Bank] duly endorsed on its reverse thereof by a duly authorized representative of the Beneficiary, specifically referencing this Letter of Credit Number [Insert Number];
2. The original of this Letter of Credit; and
3. A dated statement issued on the letterhead of Beneficiary, stating: "The amount of this drawing is \$ _____, drawn under Irrevocable Standby Letter of Credit No. [Insert Number] and represents funds due and owing to the District of Columbia." Such statement shall be conclusive as to such matters and Issuer will accept such statement as binding and correct. Issuer shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of any underlying agreement between Applicant and Beneficiary before performing under the terms of this Letter of Credit.

Continues on the next Page

This Letter of Credit shall automatically renew for one year term upon the Anniversary of the expiry date set forth above (The "Anniversary Date") until [insert date] unless (i) earlier released by Beneficiary in writing or (ii) Issuers delivers written notice to both Applicant and Beneficiary that this Letter of Credit will not be renewed on the Anniversary Date upon which this Letter of Credit will no longer be renewed. Notwithstanding any terms and/or conditions to the contrary, this Letter of Credit will expire no later than [Insert Date].

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (Defined below) and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds, on the same Business Day. If a drawing is made by Beneficiary under this Letter of Credit after 1:00 pm (Eastern Time) on a Business Day and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds on the next Business Day. If requested by Beneficiary, payment under this Letter of Credit may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institution in the District of Columbia are authorized or required by law to close.

Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented by the Mayor, City Administrator, Deputy Mayor for Planning and Economic Development, or one of their duly authorized representatives, on or before the Expiry Date to Issuer's office at the address of Issuer set forth above.

This undertaking is issued subject to the International Standby Practices 1998 ("ISP98"). As to matters not expressly governed by ISP98, this Letter of Credit is governed by and shall be construed in accordance with the laws of the District of Columbia.

This Letter of Credit set forth in full terms of our undertaking. This undertaking shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or other agreement, without the express written authorization of Issuer, Beneficiary and Applicant.

[Insert Letter of Credit Number]

Page 3

Should you have occasion to communicate with us regarding the Letter of Credit, kindly direct your communication to the attention of Letters of Credit Dept. to the address aforementioned stating as reference our Standby Letter of Credit Number [Insert Letter of Credit Number].

Truly Yours,

Authorized Signature

Authorized Signature

EXHIBIT K
Schedule of Performance

Schedule of Performance

Milestone	Completion Timeline
HPRB Submission	90 days after Council approval of LDDA
Permit Drawing Submission to DCRA	180 days after PUD approval
Building Permit Issuance	120 days after permit drawing submission
Closing	45 days after issuance of all building permits
Construction Commences	30 days after Closing
Substantial Completion of the retail shell and the parking garage components of the Project	20 months after Closing
Final Completion	270 days after Substantial Completion

EXHIBIT L
Council Term Sheet

TERM SHEET
Disposition of 1336 8th Street, NW
(Square 399, Lot 68)

Date	September 3, 2015
Seller	District of Columbia ("District"), acting by and through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED").
Developer	1336 8th Street SPE LLC, and its successors or assigns as approved in accordance with the LDDA (defined below), (the "Developer"), a District of Columbia limited liability corporation whose members include Affiliates of Roadside Development LLC and Dantes Partners LLC.
The Property	The real property located at 1336 8th Street, NW, Washington, DC and known for tax and assessment purposes as Lot 68 in Square 399 (the "Property").
Land Disposition Agreement	All of the terms and conditions of the sale and purchase of the Property will be governed by the terms of a Land Disposition and Development Agreement (the "LDDA") to be negotiated and entered into by District and Developer.
Method of Disposition	The Property will be conveyed in fee by District to Developer pursuant to D.C. Official Code § 10-801(b)(8)(F).
Purchase Price	As consideration for the transfer of the Property, Developer shall pay to District One Million Dollars (\$1,000,000.00), subject to adjustment under Section 2.1.1(b) of the LDDA.
The Project	The Project will consist of: 1) approximately 73,000 square feet of residential units (approx. 76 units), including approximately 7,200 square feet of two-story townhouses lining 8th Street (approx. 5 units), 2) approximately 5,400 square feet of ground floor retail space, of which approximately 1,500 square feet will be allocated to the Archdiocese for use by Immaculate Conception Catholic Church as a parish hall, and 3) an underground parking garage with approximately 25 parking spaces on one level (collectively, the "Project").
Affordable Housing	In accordance with the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485), Developer will reserve 30% of the units as affordable dwelling units ("ADUs") in accordance with the terms of the Affordable Housing Covenant to be attached to the LDDA.
Conditions of Closing	In addition to the other District standard conditions of closing of sale pursuant to the LDDA, District's obligation to convey the Property is conditioned upon: <ul style="list-style-type: none"> • Developer having obtained financing and equity to fund 100% of the development costs for the Project • Developer having obtained approval of a PUD by the District of Columbia Zoning Commission for the development of the Project • Developer having obtained all Permits for demolition (if any), excavation and sheeting and shoring for the Project and shall have applied for the building permit for the construction of the Project, but shall not be required to have applied for such Permits which are normally obtained during the course of construction of the Project, such as elevator permits and landscaping permits

	<ul style="list-style-type: none"> • Developer having provided twenty-five (25) parking spaces at the City Market at O site for use by the Immaculate Conception Catholic Church in accordance with the terms of an agreement to be negotiated between the Archdiocese and Developer, which is reasonably acceptable to District
Schedule of Performance	<p>Following is the Schedule of Performance with estimated dates, which may be amended and extended with the approval of DMPED, or otherwise upon an event of force majeure:</p> <ul style="list-style-type: none"> ■ Closing Date of Project under LDDA- within 2 years of Council approval ■ Commence Construction for the Project- 30 days after Closing ■ Substantial Completion of shell for the Retail Portion and parking garage - 20 months after Closing ■ Final Completion of Construction for the Project- 270 days after Substantial Completion
Community Benefits	Developer shall provide the Community Benefits as defined in Section 7.10 of the LDDA.
Post-Closing Requirements	Developer shall be bound by the Construction and Use Covenant and the Affordable Housing Covenant. The forms of these documents shall be attached to the LDDA.
Project Completion	Developer shall provide a completion guaranty for the construction of the Project from a guarantor approved by District. The form of the guaranty shall be attached to the LDDA.
CBE Agreement	Developer has entered into an SBE Subcontracting, and Equity and Development Participation, Statutory Requirements Acknowledgement Form reflecting Developer's 20% CBE developer/equity requirement and 35% CBE contracting requirement for the Project.
First Source Requirements	Developer has entered into a First Source Agreement with the Department of Employment Services, which shall govern certain obligations of the Developer pursuant to D.C. Official Code § 2-219.03, as amended, and Mayor's Order 83-265 (November 9, 1983) regarding job creation and employment generated as a result of the Project.

INTENTION AND LIMITATIONS OF THIS TERM SHEET

1. Developer and DMPED acknowledge that they have prepared and signed this Term Sheet for the sole purpose of obtaining the approval of the Council of the District of Columbia (the "Council") pursuant to D.C. Official Code § 10-801. Developer acknowledges that DMPED's negotiation of the LDDA and this Term Sheet, DMPED's signature on this Term Sheet, and submission of this Term Sheet and supporting documents to the Council shall not bind the District to execute the LDDA or to convey the Property to the Developer. Developer further acknowledges that, notwithstanding Council authorizing the conveyance of the Property, the District has no obligation to do so absent the District and the Developer duly executing the LDDA and satisfaction of the conditions contained therein. In the event DMPED or the Mayor determine, in their sole and absolute discretion, to withhold submission of this Term Sheet and supporting documents to the Council or to otherwise decline to secure Council authorization for the conveyance, DMPED may terminate negotiations with the Developer and the District shall not be responsible for the Developer's costs and expenses incurred in relation to the Project.

2. Developer acknowledges that all approvals required of the Council will be granted or withheld in the sole and absolute discretion of the Council and that, absent Council approval under D.C. Official Code § 10-801, DMPED has no authority to convey the Property to the Developer. Developer acknowledges that it is entering into this Term Sheet prior to obtaining all necessary Council approvals. Developer agrees it is proceeding at its sole risk and expense, in the absence of such approvals and execution of the LDDA, Developer shall have no recourse whatsoever against the District.

3. Developer and DMPED agree that upon receipt of all necessary Council approvals under D.C. Official Code § 10-801, Developer and DMPED shall finalize and execute an LDDA governing all of the terms and conditions of the purchase and sale of the Property. Until Developer and DMPED enter into the binding LDDA, both Developer and DMPED reserve the right to proceed with the purchase and sale in their sole and absolute discretion. Upon the execution of the LDDA, Developer and DMPED shall proceed in accordance with the terms of the LDDA; provided, however, that Developer and DMPED acknowledge and agree that any substantive change in the terms set forth in this Term Sheet shall be subject to further Council review and approval in accordance with D.C. Official Code § 10-801(b-1)(6).

IN WITNESS WHEREOF, DMPED and Developer have caused this Term Sheet, dated as of the first date written above, to be executed and attested by their respective duly authorized representatives.

DISTRICT:

DISTRICT OF COLUMBIA, by and through the Office of the Deputy Mayor for Planning and Economic Development

By: 
Brian T. Kenner
Deputy Mayor for Planning and Economic Development

DEVELOPER:

1336 8th Street SPE, LLC, a District of Columbia limited liability company

By: 1336 8th Street MM LLC, a District of Columbia limited liability company, its Managing Member

By: 1336 8th Street ARTLLC, a District of Columbia limited liability company, its Managing Member

By: 
Name: Rich S. Lelan
Title: Member

EXHIBIT M
Right of Entry

FINAL

RIGHT-OF-ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this "ROE") is made and entered into as of the 30th day of March, 2015 (the "Effective Date") by and between the DISTRICT OF COLUMBIA, a municipal corporation, acting by and through the Office of the Deputy Mayor for Planning and Economic Development (the "District"), and Roadside Development, LLC, a Virginia limited liability company ("Developer", and along with the District, the "Parties").

RECITALS:

WHEREAS, District owns in fee the property located at 1336 8th Street, NW in Washington, DC (Square 399, Lot 68) (the "8th and O Site");

WHEREAS, the southern portion of the 8th and O Site is the subject of a lease agreement for vehicular parking between the Immaculate Conception Church and the District of Columbia Department of Housing and Community Development, dated April 1, 1998, and as shown on the plat attached to said lease (the "District Property");

WHEREAS, Developer desires to enter the District Property with the consent of the Immaculate Conception Church pursuant to the Joinder and Consent attached hereto as Appendix A-2 for the purpose of undertaking the Permitted Activities (as defined in Paragraph 1 below) and the District has agreed to allow the Developer enter upon the terms and conditions set forth herein.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, District and Developer agree as follows:

1. Right of Entry.

(a) Subject to the terms and conditions of this ROE, commencing on the Effective Date and continuing until the Expiration Date (as defined in Paragraph 2 below), District grants Developer and its employees, agents, contractors, subcontractors and invitees (collectively "Agents") the right to enter the District Property at any time during daylight hours Monday through Saturday (unless otherwise specified in the ROE) for the purpose of conducting surveys, soil tests, environmental studies, engineering tests, and such other tests, studies, and investigations (hereinafter "Studies") as Developer deems necessary or desirable to evaluate the District Property; provided, Developer's Agents shall not conduct any invasive Studies other than the borings required to complete geotech and environmental testing without the prior written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed, and, if approved, shall permit a representative of District to accompany Developer or Developer's Agents during the conduct of any such invasive Studies (collectively, the "Permitted Activities"). No other use shall be made of the District Property by Developer other than the performance of the aforementioned Permitted Activities without District's prior written approval, which approval shall be within District's sole and absolute discretion.

FINAL

(b) District shall retain the right to restrict the days and times of entry to the District Property, or any portion thereof, provided that written notice of such restriction is delivered to Developer at least forty-eight (48) hours in advance of the restriction going into effect; provided, however, District shall not restrict Developer's access to the District Property in such a manner as to require that Developer undertake the Permitted Activities outside of normal working hours.

(c) At the conclusion of the Permitted Activities, Developer shall, at its sole expense: (i) restore any damage to the District Property caused by Permitted Activities or any activities conducted in connection therewith; (ii) remove (A) all tools, equipment, materials and other personal property from the District Property which are brought onto the District Property by Developer or Developer's Agents, and (B) all trash, refuse and debris generated as a result of the Permitted Activities, which removal shall be in accordance with the terms of this ROE and federal and D.C. law and at Developer's sole cost and expense; and (iii) pay in full any and all liens by contractors, subcontractors, materialmen or laborers performing any inspections or any other work for Developer or its Agents on or related to the District Property.

(d) The District, may at its option, accompany the Developer, its agents, employees, contractors, subcontractors on each entry upon the District Property.

(e) Developer and its Agents shall not interfere with or impede the District or the District's agents, licensees, invitees, and employees access and use of the District Property.

2. Expiration; Termination. This ROE shall terminate upon the earliest of (1) written notice of such termination as provided in this Paragraph 2, or (2) 90 days after the Effective Date (the "Expiration Date"). In the event District and Developer negotiations with respect to a proposed Land Disposition and Development Agreement with respect to the District Property cease, this ROE may be terminated by either Party, with or without cause, by giving the other Party fifteen (15) days' written notice thereof, and thereupon this ROE shall be void and of no further force or effect, and neither Party will have any claim against the other, except the provisions of this ROE that expressly survive the termination.

3. Notices. All notices and communications under this ROE shall be in writing and shall be deemed duly given (i) upon delivery, if delivered by prepaid reputable delivery service (with signed receipt), or by postage paid, certified (return receipt requested) or overnight U.S. mail, or (ii) upon receipt, if sent by facsimile transmission, with electronic verification, or (iii) upon refusal, if delivery is attempted by a means provided in (i). Notices shall be sent:

If to District: Deputy Mayor for Planning and Economic Development
1350 Pennsylvania Avenue, NW, Suite 317
Washington, DC 20004
Attention: Project Manager- 8th and O
Facsimile: (202) 727-6703
Email: joseph.lapan@dc.gov

FINAL

With a copy to: Office of the Attorney General for the District of Columbia
441 4th Street, NW, Suite 1010 South
Washington, DC 20001
Attention: Commercial Division, Real Estate Section
Facsimile: (202) 730-1844
Email: jay.surabian@dc.gov

If to Developer: Richard Lake
Roadside Development LLC
1730 Rhode Island Avenue, NW, Suite 512
Washington, DC 20036

With a copy to: Debra D. Yogodzinski, Esq.
Rogers Yogodzinski LLP
1129 20th Street, NW, Suite 300
Washington, DC 20036

Each Party shall be responsible for notifying the other as to any change in its address or facsimile number.

4. Reports. Developer shall promptly provide written notification to District of the results of the Permitted Activities and any other investigation of the District Property and shall provide District with copies of all final written summaries, reports, or evaluations of such results within fifteen (15) days of receipt of such summaries, reports, or evaluations, with no representations or warranties as to the accuracy thereof. District makes no representations or warranties as to the presence or absence of hazardous materials in, under, about or on the District Property. This provision shall survive the expiration or earlier termination of this ROE.

5. *[Intentionally Omitted]*

6. Security. Developer shall provide and adequately maintain any barricades, fences, signs, lanterns and other suitable devices as deemed necessary by OSHA for employee and public safety with respect to the Permitted Activities performed hereunder. Developer shall maintain the security of each of its work sites on the District Property to the reasonable satisfaction of District during the entire period of entry under this ROE. In the conduct of work undertaken herein, Developer shall exercise all reasonable and customary safety precautions and shall maintain all work areas on the District Property in a clean and presentable manner.

7. Indemnification. With respect to all activities permitted under this ROE, Developer shall at all times conform with and abide by the reasonable orders and directions of District officials or their duly authorized representatives, indemnifying the same as follows:

(a) Developer shall indemnify and hold harmless District, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney's fees), of whatsoever kind and nature for injury,

FINAL

including personal injury or death of any person or persons, and for loss or damage to any property caused by Developer occurring in connection with, or in any way arising out of the use, occupancy, and performance of the work permitted by this ROE; provided, however, the foregoing indemnity shall exclude any claims or liabilities caused by the negligence or willful misconduct of District, or by a condition currently existing on the District Property that is discovered, but not disturbed, by Developer (an "Existing Condition").

(b) Developer shall indemnify and hold harmless District, its officials, officers, employees, and agents from all liabilities, remedial costs, environmental claims, fees, or other expense related to, arising from, or attributable to, any hazardous materials introduced by Developer (including effluent discharged on the District Property) or disturbed as a result of Developer's activities on the District Property; provided, however, the foregoing indemnity shall exclude any claims or liabilities caused by the negligence or willful misconduct of District, or by an Existing Condition.

(c) Developer expressly indemnifies and shall defend District against any claims by Developer's Agents who perform any activity on the District Property; provided, however, the foregoing indemnity shall exclude any claims or liabilities caused by the negligence or willful misconduct of the District, or by an Existing Condition. This ROE shall not be construed as granting Developer or any Agent of Developer the right to place any lien, mechanic's lien, or any charge on the District Property.

(d) If any action or proceeding as described in this Paragraph 7 is brought against District, its officials, officers, or employees, upon written notice from District to Developer, Developer shall, at its sole expense, resist or defend such action or proceeding by counsel approved in writing by the Office of the Attorney General for the District of Columbia ("OAG"); *provided, however*, that such approval shall not be unreasonably withheld, conditioned or delayed. In the event the OAG takes any legal action required to defend District against such action, Developer shall promptly reimburse District for all liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages, disbursements or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred by District in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against District or any of them in connection with or arising from or out of this ROE; provided, however, the foregoing indemnity shall exclude any claims or liabilities cause by the negligence or willful conduct of the District. Attorneys' fees incurred by OAG shall be calculated based on the then applicable hourly rates established in the most current *Laffey* matrix prepared by the Civil Division of the United States Attorney's Office for the District of Columbia and the number of hours employees in the OAG prepared for or participated in such action or proceeding.

(e) The obligations contained in this Paragraph 7 shall survive expiration or the earlier termination of this ROE for three (3) years.

8. Insurance.

(a) **GENERAL REQUIREMENTS.** Developer or its Agents shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. Developer or its Agents shall have its insurance broker or insurance company submit a Certificate of Insurance to the District Representative (identified below) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the District Representative. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. Developer or its Agents shall require all of its subcontractors to carry the same insurance required herein. Developer or its Agents shall ensure that all policies provide that the District Representative shall be given thirty (30) days' prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. Developer or its Agents or its insurance company shall provide the District Representative with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. Developer or its Agents shall provide evidence satisfactory to the District Representative with respect to the actions or services performed that it carries one million dollars (\$1,000,000) per occurrence limit; two million dollars (\$2,000,000) aggregate with a ten million dollar (\$10,000,000) umbrella for Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors.
2. Automobile Liability Insurance. Developer or its Agents shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a one million dollar (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. Developer or its Agents shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. Developer or its Agents shall provide employer's liability insurance as follows: five hundred thousand dollar (\$500,000) per accident for injury; five hundred thousand dollar (\$500,000) per employee for disease; and five hundred thousand dollar (\$500,000) for policy disease limit.
5. Additional Insured. All the foregoing insurance policies shall list the

Government of the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation to the extent such a waiver is commercially available. Developer shall provide evidence of the District's additional insured status through an addendum to the policy(ies) as expeditiously as possible after execution of this ROE. Acord 25 forms will not be accepted as evidence that the District is listed as an additional insured.

- (b) **DURATION.** Developer or its Agents shall carry all required insurance until all activities permitted hereunder are completed and shall carry the required General Liability, any required Professional Liability and any required Employer's Liability insurance for twelve (12) months following completion of the activities permitted hereunder.
- (c) **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT DEVELOPER OR ITS AGENTS LIABILITY UNDER THIS ROE.**
- (d) **CONTRACTOR'S PROPERTY.** Developer and its Agents are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- (e) **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. Developer or its Agents shall be responsible for all of the costs of insurance and bonds.
- (f) **NOTIFICATION.** Developer or its Agents shall immediately provide the District Representative with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the District Representative.
- (g) **CERTIFICATES OF INSURANCE.** Developer or its Agents shall submit certificates of insurance giving evidence of the required coverage as specified in this Insurance Section prior to commencing the Permitted Activities.
- (h) **DISTRICT REPRESENTATIVE.** As used herein, the term "**District Representative**" shall mean Joseph Lapan (joseph.lapan@dc.gov).

9. Liability. Without prejudice to any other rights District may have, Developer is responsible, in accordance with applicable laws, for the acts and omissions of its Agents that cause injuries to persons or damages to the District Property, including any claims arising from such injuries or damages, caused by or arising from the activities permitted under this ROE. District shall have no liability for the actions, omissions, or negligence of Developer or its

FINAL

Agents. Neither the grant of this ROE, nor any provision thereof, shall impose upon District any new or additional duty or liability or enlarge any existing duty or liability of District under this ROE.

10. Licenses/Permits. Developer is solely responsible for obtaining any necessary licenses and permits for the work permitted under this ROE, including transportation and disposal of materials and waste. The spoil (soil and water), if any, produced by Developer shall be stored, and disposed of, in strict compliance with local and federal laws and at the Developer's sole cost and expense. Prior to the removal of any non-hazardous materials and debris from the District Property, Developer shall provide District written notice of the location to which the materials and debris are to be disposed.

11. Utilities. Developer shall be solely responsible for coordinating with the utility companies regarding any activity to be performed on the District Property. Developer shall be solely responsible for the proper containment and removal of all utility lines on or near the District Property. Developer shall defend and hold harmless District against any claims by any utility company resulting from Developer's direct or indirect activities on the District Property.

12. Hazardous Materials. Developer shall immediately notify District if it discovers hazardous materials or waste on the District Property.

13. Not a Contract for Services. This ROE is not intended, nor shall it be deemed or construed, as a contract for services or to bind District to convey the District Property to Developer. Nothing contained in this ROE and no future action or inaction by District shall be deemed or construed to mean that District has contracted with Developer to perform any activity on the District Property, including, but not limited to, the permitted use pursuant to this ROE. Developer expressly acknowledges that District is prohibited by law from entering into contracts for services without following the procedures set forth in the Procurement Practices Reform Act, D.C. Official Code §§ 2-351.01, et seq. (2011 Supp.), as amended, and all financial obligations of District or any subsequent agreement entered into by the parties are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1350, and 1351; (ii) the D.C. Official Code § 47-105; (iii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 et seq., as the foregoing statutes may be amended from time to time; and (iv) § 446 of the District of Columbia Home Rule Act. Under no circumstance shall Developer be entitled to reimbursement for any activities permitted by this ROE on the District Property.

14. Compliance with Applicable Laws. Developer shall comply with all applicable federal, state and District of Columbia laws, and existing regulations promulgated thereunder in its use and activities permitted pursuant to this ROE.

15. No Waiver. Nothing in this ROE shall be deemed to waive any rights of any kind that District now has, or may hereinafter have, to assert any claim against Developer or any other person or entity, including, without limitation, claims with respect to any and all past events or entry on the District Property and activities of Developer or of any person or entity.

FINAL

16. No Right, Title, or Interest. Nothing contained in this ROE and no action or inaction by District shall be deemed or construed to mean that District has granted Developer any right, power, or permission to do any act or make any agreement that may create, give rise to, or be the foundation for any right, title, interest, lien, or charge to the District Property, including, but not limited to, the grant of a license or easement in the District Property.

17. Applicable Law and Binding Nature; Waiver of Jury Trial. This ROE shall be construed under the laws of the District of Columbia without reference to conflicts of laws principles. This ROE shall be binding upon the heirs, personal representatives, successors, grantees, and assigns of the respective parties hereto.

(a) Developer and District, their respective successors and assigns, each waives trial by jury in any action, proceeding, claim, or counterclaim brought in connection with any matter arising out of or in any way connected with this ROE, the relationship of District and Developer hereunder, Developer's entry on the District Property, and/or any claim of injury or damage.

(b) Developer and District each waives any objection to the venue of any action filed in any court situated in the jurisdiction in which the District Property is located, and waives any right, claim, or power, under the doctrine of *forum non conveniens* or otherwise, to transfer any such action to any other court.

18. Entire Agreement. This ROE constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall not be modified or amended in any manner except by an instrument in writing executed by the parties as an amendment to this ROE.

19. Counterparts. This ROE may be executed in counterparts, each separately and together constituting one and the same document. Execution and delivery of this ROE by electronic means shall be sufficient for all purposes.

[Signatures appear on the following page.]

FINAL

IN WITNESS WHEREOF, District and Developer have executed this ROE as of the date and year first above written.

DISTRICT OF COLUMBIA:

By and through the Office of the Deputy Mayor for Planning and Economic Development

By: AKC
Brian Kenner
Deputy Mayor for Planning and Economic Development

Approved for Legal Sufficiency:

D.C. Office of the Attorney General

[Signature]
Assistant Attorney General

DEVELOPER:

ROADSIDE DEVELOPMENT LLC

BY: _____
NAME: _____
TITLE: Member

FINAL

IN WITNESS WHEREOF, District and Developer have executed this ROE as of the date and year first above written.

DISTRICT OF COLUMBIA:

By and through the Office of the Deputy Mayor for Planning and Economic Development

By: _____
Brian Kenner
Deputy Mayor for Planning and Economic Development

Approved for Legal Sufficiency:

D.C. Office of the Attorney General

Assistant Attorney General

DEVELOPER:

ROADSIDE DEVELOPMENT LLC

BY: Todd Weiss
NAME: Todd Weiss
TITLE: Member

FINAL

Appendix A-1

INTENTIONALLY OMITTED

FINAL

Appendix A-2

Joinder and Consent to Right of Entry Agreement

The undersigned Immaculate Conception Church (the "Lessee"), as lessee under a lease for vehicular parking between the Immaculate Conception Church and the District of Columbia Department of Housing and Community Development, dated April 1, 1998 (the "Immaculate Conception Lease"), encumbering the south portion of the District Property as shown on the plat attached to the Immaculate Conception Lease, does hereby acknowledge and consent to the terms and conditions of the foregoing ROE, which Developer has entered into with District in connection with the possible future development of the District Property and to which this Joinder and Consent is appended.

Notwithstanding any term of the Immaculate Conception Lease, Lessee agrees that Developer and its agents shall be granted full and unfettered access to the District Property, upon at least 48 hours advance notice by Developer to Lessee, at any time, to access all or any portion of the District Property at such times and to the extent designated in such notice, and for Developer to undertake due diligence activities permitted by the ROE. Lessee understands and agrees that such entrance onto the District Property by Developer may necessitate blocking off part of the District Property during designated times from use as a parking lot, and Lessee hereby agrees to such restrictions on parking use.

[Signature on following page]

EXHIBIT N
Project Funding Plan

PROPOSED FUNDING PLAN
8th & O Street NW



ROADSIDE
DEVELOPMENT



USES OF FUNDS	\$ Total	% of Total	SOURCES OF FUNDS	\$ Total	% of Total
Land Acquisition	\$ 1,000,000	3.6%	Senior Lender	\$ 17,968,344	65.0%
Land Closing Costs	\$ 66,075	0.2%	Third Party Equity and/or EB5 Funding	\$ 7,175,262	26.0%
Hard Costs	\$ 19,524,293	70.6%	Developer Equity (Roadside + Dantes SPE)	\$ 2,500,000	9.0%
Soft Costs	\$ 6,359,662	23.0%			
Financing Interest Carry	\$ 693,577	2.5%			
TOTAL USES OF FUNDS	\$ 27,643,606	100.0%	TOTAL SOURCES OF FUNDS	\$ 27,643,606	

EXHIBIT O
Project Budget

PRELIMINARY PROJECT BUDGET - INCLUDING 30% AFFORDABLE UNITS

8th & O Street NW (Shaw)



ROADSIDE
DEVELOPMENT



PROJECT DEVELOPMENT BUDGET

			67,832 NSF	91,711 GSF	77 du	
	Inputs	\$ Budget	Per NSF	Per GSF	Per Unit	% Cost
Land Costs						
Land Purchase (Deposit Amount)	5.00%	\$ 50,000	\$ 1,000,000	\$ 14.74	\$ 10.90	\$ 12,987 3.6%
Transfer Tax (% of current assessment)	1.45%	\$ 3,867,220	56,075	\$ 0.83	\$ 0.61	728 0.2%
Other Land Closing			10,000	\$ 0.15	\$ 0.11	130 0.0%
Total Land Costs			\$ 1,066,075	\$ 15.72	\$ 11.62	\$ 13,845 3.9%
Hard Costs						
Construction GMP (GSF/\$ GSF)	91,711	\$ 190.00	\$ 17,425,090	\$ 256.89	\$ 190.00	\$ 226,300 63.0%
Soils/Environmental Abatement			75,000	1.11	0.82	974 0.3%
Tenant Allowance - Retail Condo (NSF/\$ NSF)	5,393	\$ 75.00	404,475	5.96	4.41	5,253 1.5%
Site Demolition			-	-	-	- 0.0%
Signage			40,000	0.59	0.44	519 0.1%
Parking Control Equipment			50,000	0.74	0.55	649 0.2%
Offsite Utilities/Final Paving			50,000	0.74	0.55	649 0.2%
Tools & Equipment			50,000	0.74	0.55	649 0.2%
FF&E			500,000	7.37	5.45	6,494 1.8%
Subtotal: Other Hard Costs			\$ 1,169,475	\$ 17.24	\$ 12.75	\$ 15,188 4.2%
Developer Contingency (% of hard costs)	5.00%		929,728	\$ 13.71	\$ 10.14	12,074 3.4%
Total Hard Costs			\$ 19,524,293	\$ 287.83	\$ 212.89	\$ 253,562 70.6%
Soft Costs						
Architecture	4.53%		\$ 884,307	\$ 13.04	\$ 9.64	\$ 11,485 3.2%
Engineering	6.11%		1,192,843	17.59	13.01	15,491 4.3%
Legal & Accounting	2.64%		515,000	7.59	5.62	6,688 1.9%
Project Management	5.74%		1,120,237	16.51	12.21	14,549 4.1%
Permits & Fees	2.23%		435,250	6.42	4.75	5,653 1.6%
Financing Fees & Costs	2.24%		437,383	6.45	4.77	5,680 1.6%
Marketing & Leasing Promotion	1.93%		376,916	5.56	4.11	4,895 1.4%
Operating & Carrying Costs	4.46%		869,885	12.82	9.49	11,297 3.1%
Community Benefits & Proffers	1.15%		225,000	3.32	2.45	2,922 0.8%
Subtotal Soft Costs			\$ 6,056,821	\$ 89.29	\$ 66.04	\$ 78,660 21.9%
Developer Contingency (% of Subtotal)	5.00%		302,841	4.46	3.30	3,933 1.1%
Total Soft Costs			\$ 6,359,662	\$ 93.76	\$ 69.34	\$ 82,593 23.0%
NET DEVELOPMENT COSTS (BEFORE FINANCING)			\$ 26,950,030	\$ 397.31	\$ 293.86	\$ 350,000 97.5%
Construction Interest - Senior Debt			693,577	10.22	7.56	9,007 2.5%
Construction Interest - Mezzanine Debt			-	-	-	- 0.0%
TOTAL DEVELOPMENT COSTS (AFTER FINANCING)			\$ 27,643,606	\$ 407.53	\$ 301.42	\$ 359,008 100.0%

**SBE SUBCONTRACTING, AND EQUITY AND DEVELOPMENT PARTICIPATION,
STATUTORY REQUIREMENTS ACKNOWLEDGEMENT FORM**

I Todd Weiss [Name], Member [Title] of Roadside Development, LLC (an affiliate of which will be member of SPE to be formed for project) [Prime Contractor/ Developer] acknowledge that the 8th & O Streets, NW (Project Name, Contract Number) project is subject to the SBE subcontracting, and equity and development participation requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (the "Act") (D.C. Law 20-108; D.C. Official Code § 2-218.01 et seq.). I further acknowledge that this form is just a summary of the Act, and that the project must comply with all relevant sections of the Act, and not just the provisions outlined below.

SBE Subcontracting Requirements

- Pursuant to section 2-218.46 of the Act, all construction & non-construction **Government-assisted projects** (agency issued contracts & private projects that received any type of District subsidy) over \$250,000, shall require 35% subcontracting to Small Business Enterprises (SBE) certified by the Department of Small and Local Business Development (DSLBD), unless waived by DSLBD.
 - Agency Issued Contracts – 35% of the total amount of the agency issued contract shall be subcontracted to SBEs.
 - Private Projects with District Subsidy – 35% of the total project costs (development costs) shall be subcontracted to SBEs. The 35% requirement is not limited to the amount of the District subsidy.
- If there are insufficient qualified SBEs to fulfill the 35% subcontracting requirement, the requirement may be satisfied by subcontracting 35% to Certified Business Enterprises (CBE) certified by DSLBD; provided, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontract work.

SBE Subcontracting Plan

- A SBE Subcontracting Plan listing all subcontracts, between the **Beneficiary** and SBEs/CBEs; and between SBE/CBE and Non-CBE Subcontractors and all lower tier SBE/CBE Subcontractors must be submitted for this project.
 - For Agency Solicitations - the SBE Subcontracting Plan must be submitted to the agency with the bid/proposal for the bid/proposal to be considered responsive.

- For Agency Multi-year/ Options/ Extensions - submit SBE Subcontracting Plan to agency before next year/ option/ extension exercised.
 - No multiyear contracts or extended contracts which are not in compliance with the subcontracting requirements at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.
- For Private Projects - submit revised SBE Subcontracting Plans to DSLBD, agency project manager and Office of the District of Columbia Auditor (ODCA), with each quarterly report.
- For Agency Contracts for Design-Build Projects - the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the amount of the contract including total design and build costs) is required before entering into a guaranteed maximum price or contract authorizing construction.

Special Requirements

- Each construction and non-construction Government-assisted project for which a CBE is selected as a Beneficiary, shall require the CBE perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with CBEs.
- Each construction and non-construction Government-assisted project for which a CBE is utilized to meet the 35% subcontracting requirement, shall require the CBE perform at least 35% of the contracting effort with its own organization and resources.
- Each construction and non-construction Government-assisted project of **\$1 million or less** for which a CBE is selected as a Beneficiary shall include a requirement that the CBE perform at least 50% of the on-site work with its own workforce.

Special Exemption

- If the Beneficiary is a CBE and will perform the *ENTIRE* government-assisted project with its own organization and resources and NOT subcontract any portion of the government-assisted project, then the CBE is not required to subcontract 35% to SBEs.

Special Requirements for Certified Joint Venture Beneficiaries

- Each construction and non-construction Government-assisted project for which a certified joint venture is selected as a Beneficiary shall include a requirement that the CBE member of the joint venture perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with CBEs.

Mandatory Meetings

- The Beneficiary of a Government-assisted project **shall meet with DSLBD and ODCA within 10 days of the execution of this Acknowledgment Form.**
- The Beneficiary shall provide DSLBD a copy of the Government-assisted project's budget at the initial meeting.
- Thereafter, the Beneficiary of a Government-assisted project shall meet on an annual basis with DSLBD and ODCA to provide an update of the subcontracting plan for utilization of SBEs and CBEs.

Compliance Reporting Requirements

- The Beneficiary of a Government-assisted project shall submit the following reports to DSLBD, the agency contracting officer, project manager, and ODCA:
 - SBE Subcontracting Plan;
 - Completed Quarterly Reports;
 - Completed Vendor Verification Forms; and
 - Each fully executed subcontract with each subcontractor listed on the SBE Subcontracting Plan (required to receive credit towards the 35% SBE subcontracting requirement).
- The Beneficiary can receive the vendor verification forms, and any other compliance forms at the initial meeting with DSLBD.

Equity & Development Participation

- In all development projects conducted pursuant to a disposition under D.C. Official Code § 10-801, authorizing the sale, conveyance, lease for greater than 20 years, exchange, or other disposition of certain real estate in the District of Columbia no longer required for public purposes, **Small Investors, Disadvantaged Investors, or Certified Equity Participants** shall invest a minimum of 20% of the total sponsor equity, excluding debt financing, mezzanine financing, or other equity contributions by limited or institutional investors.
- For each Government-assisted project involving development, in addition to complying with the general 35% SBE subcontracting requirements, at least 20% of the dollar volume of non-construction development goods and services shall be subcontracted to SBEs, and if there are insufficient qualified SBEs to completely fulfill this requirement, then the requirement may be satisfied by contracting 20% of that dollar volume to any qualified CBEs; provided, that all

reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall development goods and services work.

- Equity and development participation shall not apply if the entity that controls the development project is an entity tax-exempt under section 501(c) of the Internal Revenue Code of 1986, or other not-for-profit entity. And shall not apply to any development project for which a contract for purchase of one or more parcels of real property has been executed prior to the effective date of this Act.

Enforcement and Penalties

- If a CBE Beneficiary that received points or a price reduction performs less than 35% of the total contracting effort with its own organization and resources, then the CBE shall be subject to the penalties and fines of section 2-218.63 of the Act.
- If the CBE member of a certified joint venture Beneficiary that received points or a price reduction, performs less than 50% of the total contracting effort with its own organization and resources, then the joint venture and the CBE shall be subject to the penalties and fines of section 2-218.63 of the Act.
- For any subcontracting plan required by law, the Beneficiary shall be deemed to have breached the subcontracting plan for utilization of SBEs or CBEs in the performance of a contract if the Beneficiary:
 - Fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner;
 - Submits a monitoring or compliance report, or other required subcontracting information containing a materially false statement; or
 - Fails to meet the subcontracting requirements of section 2-218.46 of the Act.
- A Beneficiary that is found to have breached a subcontracting plan for utilization of certified business enterprises shall be subject to the imposition of penalties, including monetary fines, pursuant to section 2-218.63 of the Act.
- A Beneficiary that fails to comply with the equity and development requirements of the Act shall be subject to the imposition of penalties, including monetary fines, pursuant to section 2-218.63 of the Act.
- If DSLBD determines that a Beneficiary has failed to use commercially reasonable best efforts to meet the subcontracting requirements of section 2-218.46 of the Act, DSLBD shall assess a civil penalty equal to 10% of the dollar volume of the contract that the Beneficiary was required but failed to subcontract. The civil penalty will be in addition to any other penalties or causes of action that may be available.

Pertinent DEFINITIONS in the Act

Agency means: an agency, department, office, board, commission, authority, or other *instrumentality of the District government*, with or without legal existence separate from that of the District government.

Beneficiary means: a business enterprise that is the prime contractor or developer on a government-assisted project.

Certified Equity Participant means: a single-purpose legal entity created to participate in real estate development projects and includes members that are small investors or disadvantaged investors.

Disadvantaged Investor means:

(A) A disadvantaged business enterprise pursuant to D.C. Official Code § 2-218.33; or

(B) A District-domiciled economically disadvantaged individual as determined by regulations promulgated by DSLBD.

Government-assisted project means:

(A) A *contract* executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;

(B) A *project* funded in whole or in part by District funds;

(C) A *project* that receives a loan or grant from a District agency;

(D) A *project* that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes;

(E) A *project* that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or

(F) A *development project* conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).

Small Investor means:

(A) A small business enterprise pursuant to D.C. Official Code § 2-218.32; or

(B) A District-domiciled individual with a net worth that does not exceed the limit set by DSLBD for investors.

Signatures to follow

I acknowledge receipt of this Acknowledgement Form, and understand that a Beneficiary, CBE, or Certified Joint Venture, or its designee, successor, or assign that fails to comply with all of the relevant requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (D.C. Law 20-108) (the "Act"), which include, but are not limited to the provisions above, shall be subject to penalties as outlined in the Act. I further acknowledge that I am authorized to sign on behalf of the entity listed below.



Todd Weiss
Name

4 / 29 / 2015
Date

Member
Title

Roadside Development, LLC (CBE and SBE) (an affiliate of which will be the majority member of SPE to be formed for project)
Company

ACKNOWLEDGED AND AGREED TO BY EQUITY PARTICIPANT(S):



By:

Buwa Binitie
~~List Name of Person Signing-~~
Member

4 / 29 / 2015
Date

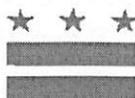
Dantes Partners, LLC (CBE and SBE) (an affiliate of which will be a member of SPE to be formed for project); Principal
List Company and Title of Person Signing

20
% of Equity Participation in the Project

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

May 27, 2015

Lionel Lynch
Project Manager
Roadside Development, LLC
1730 Rhode Island Avenue, NW
Suite 512
Washington, DC 20036

Dear Mr. Lynch:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Roadside Development, LLC. Please note that the enclosed First Source Agreement reflects legislative changes to the First Source Program which took effect on February 24, 2012. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: 8th & O – City Market. The new provisions still require that 51% of all new hires be District residents on government contracts between \$300,000 and \$5 million. In addition, each construction project receiving government assistance totaling \$5 million or more is required to have the following percentage of hours worked by DC residents on those projects; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project or 60% where applicable.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Sincerely,

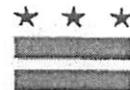
A handwritten signature in dark ink, appearing to read "Drew Hubbard".

Drew Hubbard
Associate Director
First Source Program

Enclosure



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT FOR
CONSTRUCTION PROJECTS ONLY**



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: "8th & O Streets NW" (1336 8th Street NW) **RECEIVED**
 DISTRICT CONTRACTING AGENCY: ODMPED
 CONTRACTING OFFICER: Joseph Lapan
 TELEPHONE NUMBER: 202-374-6173
 TOTAL CONTRACT AMOUNT: \$17 million construction costs
 EMPLOYER CONTRACT AMOUNT: \$17 million construction costs
 PROJECT NAME: 8th & O
 PROJECT ADDRESS: 1336 8th Street NW
 CITY: Washington STATE: DC ZIP CODE: 20001
 PROJECT START DATE: 2015 PROJECT END DATE: 2017
 EMPLOYER START DATE: July 2016 EMPLOYER END DATE: December 2017

EMPLOYER INFORMATION

EMPLOYER NAME: Roadside Development, LLC (an affiliate of which will be member of SPE)
 EMPLOYER ADDRESS: 1730 Rhode Island Ave NW, Suite 512
 CITY: Washington STATE: DC ZIP CODE: 20036
 TELEPHONE NUMBER: 202-375-7979 FEDERAL IDENTIFICATION NO.: 54-1868658
 CONTACT PERSON: Lionel Lynch
 TITLE: Project Manager
 E-MAIL: llynch@roadsidellc.com TELEPHONE NUMBER: 202-375-7944
 LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION
 NUMBER: LS29746022016
 D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
 ARE YOU A SUBCONTRACTOR YES NO IF YES, NAME OF PRIME
 CONTRACTOR: _____

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project). The EMPLOYER shall meet the hiring or hours worked percentage requirements for all jobs created by the Project as outlined below in Section VII. The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the Project.

L. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

A. **Apprentice** means a worker who is employed to learn an apprenticeable occupation under the terms and conditions of approved apprenticeship standards.

B. **Beneficiary** means:

1. The signatory to a contract executed by the Mayor which involves any District of

Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted project or contract for which the beneficiary is required to use the First Source Register;

2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
 3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted project or contract totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government assisted project or contract totaling \$300,000 or more.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.
- I. **Government-assisted project or contract (Project)** means any construction or non-construction project or contract receiving funds or resources from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination thereof, that is valued at \$300,000 or more.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or

- District vocational rehabilitation program;
5. Unemployed for 6 months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by § 32-1331; or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, nonmanagerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.
- N. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of hours to be worked on the project or contract by trade;
 2. A projection of the total number of journey worker hours, by trade, to be worked on the project or contract and the total number of journey worker hours, by trade, to be worked by DC residents;
 3. A projection of the total number of apprentice hours, by trade, to be worked on the project or contract and the total number of apprentice hours, by trade, to be worked by DC residents;
 4. A projection of the total number of skilled laborer hours, by trade, to be worked on the project or contract and the total number of skilled laborer hours, by trade, to be worked by DC residents;
 5. A projection of the total number of common laborer hours to be worked on the project or contract and the total number of common laborer hours to be worked by DC residents;
 6. A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;
 7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;

8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
 9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
 10. The designation of a senior official from the general contractor who will be responsible for implementing the hiring and reporting requirements;
 11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the project or contract;
 12. A strategy to ensure that District residents who work on the project or contract receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one project or contract to the next;
 13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
 14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.
- O. Tier Subcontractor means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- P. Washington Metropolitan Statistical Area means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick, Montgomery and Prince Georges; and the West Virginia County of Jefferson.
- Q. Workforce Intermediary Pilot Program means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date, whichever is later. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
- B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$300,000 or more to enter into an Agreement with DOES.

- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. This Agreement will take effect when signed by the parties below and will be fully effective through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.
- H. The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within 7 business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
- K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate

Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER will complete the attached Revised Employment Plan that will include the information outlined in Section I.N., above.
- B. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER will notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

- A. DOES will screen applicants through carefully planned recruitment and training events and provide the EMPLOYER with a list of qualified applicants according to the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed as supplied by the EMPLOYER in its Notice set forth above in Section IV.C.
- B. DOES will notify the EMPLOYER of the number of applicants DOES will refer, prior to the anticipated hiring dates.

VI. PLACEMENT

- A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the

employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.**
- B. EMPLOYER with Projects valued at a minimum of \$300,000 shall hire DC residents for at least 51% of all new jobs created by the Project.**
- C. EMPLOYER with Projects totaling \$5 million or more shall meet the following hours worked percentages for all jobs created by the Project:**
 - 1. At least 20% of journey worker hours by trade shall be performed by DC residents;**
 - 2. At least 60% of apprentice hours by trade shall be performed by DC residents;**
 - 3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and**
 - 4. At least 70% of common laborer hours shall be performed by DC residents.**
- D. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.**
- E. EMPLOYER with Projects valued at a minimum of \$300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:**
 - 1. Number of new job openings created/available;**
 - 2. Number of new job openings listed with DOES, or any other District Agency;**
 - 3. Number of DC residents hired for new jobs;**
 - 4. Number of employees transferred to the Project;**
 - 5. Number of DC residents transferred to the Project;**
 - 6. Direct or indirect labor cost associated with the project;**
 - 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and**
 - 8. Workforce statistics throughout the entire project tenure.**
- F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects totaling \$5 million or more shall provide the following monthly and cumulative statistics on the Contract Compliance Form:**
 - 1. Number of journey worker hours worked by DC residents by trade;**
 - 2. Number of hours worked by all journey workers by trade;**
 - 3. Number of apprentice hours worked by DC residents by trade;**
 - 4. Number of hours worked by all apprentices by trade;**
 - 5. Number of skilled laborer worker hours worked by DC residents by trade;**
 - 6. Number of hours worked by all skilled laborers by trade;**
 - 7. Number of common laborer hours worked by DC residents by trade; and**
 - 8. Number of hours worked by all common laborers by trade.**

- G. EMPLOYER can "double count" hours for the "hard to employ" up to 15% of total hours worked by DC Residents.
- H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER must submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- I. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- J. Monthly, EMPLOYER must submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or
 - 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring or hours worked percentage requirements for all jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:
 - 1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
 - 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area.
 - 3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
 - 4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
6. Whether the EMPLOYER interviewed employable candidates;
7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
11. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2 219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
 1. Review all contract controls to determine if Prime Contractors and Subcontractors are subject to DC Law 14-24.
 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.

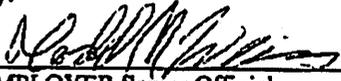
3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
5. Conduct desk reviews of *Monthly Compliance Reports*.
6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job training programs and tax incentives for EMPLOYERS who hire from certain categories.
7. Monitor and complete statistical reports that identify the overall project, contractor, and sub contractors' hiring or hours worked percentages.
8. Provide formal notification of non-compliance with the required hiring or hours worked percentages, or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. *(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)*

X. PENALTIES

- A. Willful breach of the Agreement by the EMPLOYER, failure to submit the Contract Compliance Reports, deliberate submission of falsified data or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER. Fines will also include additional prorated fines of 1/8 of 1% of total contract amount for not reaching specific hiring or hours worked requirements. Prime Contractors who choose to report all hiring or hours worked percentages cumulatively (overall construction project) will be penalized, if hiring or hours worked percentage requirements are not met.
- B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.
- C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:



EMPLOYER Senior Official

Roadside Development
Name of Company

1730 Rhode Island Av NW, Suite 512

Washington DC 20036
Address

(202) 375-7979
Telephone

tweiss@roadsidelle.com
Email



Associate Director for First Source
Department of Employment Services
4058 Minnesota Avenue, NE
Third Floor
Washington, DC 20019
202-698-6284
firstsource@dc.gov

5/27/15
Date

EMPLOYMENT PLAN

NAME OF EMPLOYER: Roadside Development, LLC (an affiliate of which will be member of SPE)

ADDRESS OF EMPLOYER: 1730 Rhode Island Ave NW, Suite 512

TELEPHONE NUMBER: 202-375-7979 FEDERAL IDENTIFICATION NO.: 54-1868658

CONTACT PERSON: Lionel Lynch TITLE: Project Manager

E-MAIL: llynch@roadsidedevelopment.com TYPE OF BUSINESS: Real estate development

DISTRICT CONTRACTING AGENCY: Deputy Mayor for Planning and Economic Development

CONTRACTING OFFICER: Joseph Lapan TELEPHONE NUMBER: 2023746173

TYPE OF PROJECT: Development CONTRACT AMOUNT: \$17 million

EMPLOYER CONTRACT AMOUNT: \$17 million

PROJECT START DATE: 2015 PROJECT END DATE: 2017

EMPLOYER START DATE: 2015 EMPLOYER END DATE: 2017

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A				
B				
C				
D				
E				
F				
G				
H				
I				
J				
K				

Please see justification on page 3

