

District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08, as the foregoing statutes may be amended from time to time; and (iv) Section 446 of the District of Columbia Home Rule Act.

14.2 Authority. Developer acknowledges and agrees that any unauthorized act by District is void. It is Developer's obligation to accurately ascertain the extent of District's authority.

ARTICLE XV COVENANT NOT TO DISCRIMINATE

15.1 In Sales or Rentals. Developer shall not discriminate upon the basis of race, color, religion, sex, national origin, ethnicity, sexual orientation, or any other factor which would constitute a violation of the D.C. Human Rights Act or any other Applicable Law, regulation, or court order, in the sale, lease, or rental or in the use or occupancy of the Project.

15.2 Covenant not to Discriminate in Employment. Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other factor which would constitute a violation of the D.C. Human Rights Act or other Applicable Law, regulation, or court order. Developer agrees to comply with all applicable labor and employment standards, Applicable Law, and orders in the operation of the Project.

15.3 Affirmative Action. Developer will take affirmative action to ensure that employees are treated equally during employment, without regard to their race, color, religion, sex, or national origin, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. Such affirmative action shall include, but not be limited to, the following: (i) employment, upgrading, or transfer; (ii) recruitment or recruitment advertising; (iii) demotion, layoff, or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training and apprenticeship. Developer agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the DOES or District setting forth the provisions of this non-discrimination clause.

15.4 Solicitations for Employment. Developer will, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin or any other factor that would constitute a violation of the D.C. Human Rights Act or other Applicable Law.

15.5 Enforcement. In the event of Developer's non-compliance with the nondiscrimination covenants of this Article 15. or with any applicable rule, regulation, or order, District, DOES, or DOL may take such enforcement against Developer, including, but not limited to, an action for injunctive relief and/or monetary damages, as may be provided by Applicable Law.

[Signatures on following page]

IN WITNESS WHEREOF, District has, on this ____ day of _____, 20____, caused this Covenant to be executed, acknowledged and delivered by _____, Deputy Mayor for Planning and Economic Development, for the purposes therein contained.

DISTRICT:

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

By: _____
Name: _____
Title: Deputy Mayor for Planning and Economic
Development

Approved for Legal Sufficiency:

Office of the Attorney General

By: _____
Assistant Attorney General

DEVELOPER:

EASTBANC-W.D.C. PARTNERS, LLC, a District
of Columbia limited liability company

By: _____
Name:
Title:

DISTRICT OF COLUMBIA) ss:

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by _____, the Deputy Mayor for Planning and Economic Development, whose name is subscribed to the within instrument, being authorized to do so on behalf of the District of Columbia, acting by and through the District of Columbia Office of the Deputy Mayor for Planning and Economic Development, has executed the foregoing and annexed document as his/her free act and deed.

Notary Public
[Notarial Seal]

My commission expires: _____

DISTRICT OF COLUMBIA) ss:

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__, by _____, the _____ of _____, Developer herein, whose name is subscribed to the within instrument, being authorized to do so on behalf of said Developer, has executed the foregoing and annexed document as his/her free act and deed, for the purposes therein contained.

[Notarial Seal] Notary Public

My commission expires: _____

EXHIBITS:

EXHIBIT A	Legal Description of Property
EXHIBIT B	Developer Property
EXHIBIT C	Schedule of Performance
EXHIBIT D	Approved Budget
EXHIBIT E	Compliance Form

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B
DEVELOPER PROPERTY

EXHIBIT C

SCHEDULE OF PERFORMANCE

EXHIBIT D
APPROVED BUDGET

EXHIBIT E
COMPLIANCE FORM

EXHIBIT E
FORM OF DEED

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made as of the ___ day of _____, 20___, by and between **THE DISTRICT OF COLUMBIA**, a municipal corporation (“**Grantor**”), pursuant to the authority contained in D.C. Official Code § 10-801 (d-3), acting by and through the Office of the Deputy Mayor for Planning and Economic Development, and **EASTBANC-W.D.C. PARTNERS, LLC**, a District of Columbia limited liability company (the “**Grantee**”).

WITNESSETH, that in consideration of the sum of One Dollar (\$1.00) 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, all of the right, title and interest of Grantor in, to and under that lot or parcel of land, together with the improvements thereon, and all rights, and privileges, and appurtenances to the same belonging, and together with any right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way, strips or gores, situate, lying and being in the District of Columbia, described as follows, to wit:

[LEGAL DESCRIPTION TO BE INSERTED]

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

SUBJECT to the provisions of the Construction and Use Covenant by and between Grantor and Grantee of even date herewith and recorded immediately following this Deed (the “**Construction Covenant**”), and the Grantor’s Right of Re-Entry contained in Schedule A, which is attached hereto and incorporated herein;

AND Grantor covenants that it has the right to convey said Land to Grantee, that it will warrant specially said Land, and that it will execute such further assurances of said Land as may be requisite.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the date first set forth above.

GRANTOR:

WITNESS: DISTRICT OF COLUMBIA, by and through the Deputy Mayor for Planning and Economic Development pursuant to the delegation of authority contained in Mayor's Order _____.

_____ By: _____
Deputy Mayor for Planning and Economic Development

Approved for Legal Sufficiency:

[Name]
[Title]

DISTRICT OF COLUMBIA) ss:

I, _____, a Notary Public, in and for the jurisdiction aforesaid, do hereby certify that _____, the Deputy Mayor for Planning and Economic Development, who is personally well known to me or satisfactorily proven to me to be the person who executed the foregoing and annexed Deed bearing date as of the ___ of _____ 20__, personally appeared before me in said jurisdiction and acknowledged the same to be his/her free act and deed.

Given under my hand and seal this _____ day of _____, 20__

Notary Public

My Commission Expires: _____

SCHEDULE A
RIGHT OF RE-ENTRY

Any capitalized terms not defined herein shall have the meaning ascribed in the Construction Covenant. If an Event of Default occurs under Section 9.1(f) of the Construction Covenant, Grantor shall have the exclusive right to declare a termination in favor of Grantor of the title and of all the rights and interests in and to the Land, all improvements constructed thereon, and all appurtenances thereto, (collectively, 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) Grantor may exercise its Right of Re-Entry by notice to Grantee that Grantor has elected to exercise its Right of Re-Entry (“**Exercise Notice**”). The Exercise Notice shall include a thirty (30) day cure period. If, despite Grantee’s diligent efforts, the violation cannot reasonably be cured within such thirty (30) day cure period, Grantee shall have such additional time as is reasonably necessary to cure the violation, but in no event more than ninety (90) days in the aggregate after the date Grantee receives the Exercise Notice, so long as Grantee commences the cure and advises Grantor in writing within the initial thirty (30) days that additional time is required to cure and thereafter diligently pursues such cure. If Grantee should fail to cure any violation within the foregoing cure period, Grantor shall complete the Right of Re-Entry, if at all, on a date designated by Grantor (the “**Re-Entry Date**”), which date shall be at least thirty (30) but no later than one hundred twenty (120) days after the expiration of the cure period; provided, however, the foregoing period for the Right of Re-Entry may be extended as a result of bankruptcy, litigation, other judicial proceeding involving Grantee and/or the Property.

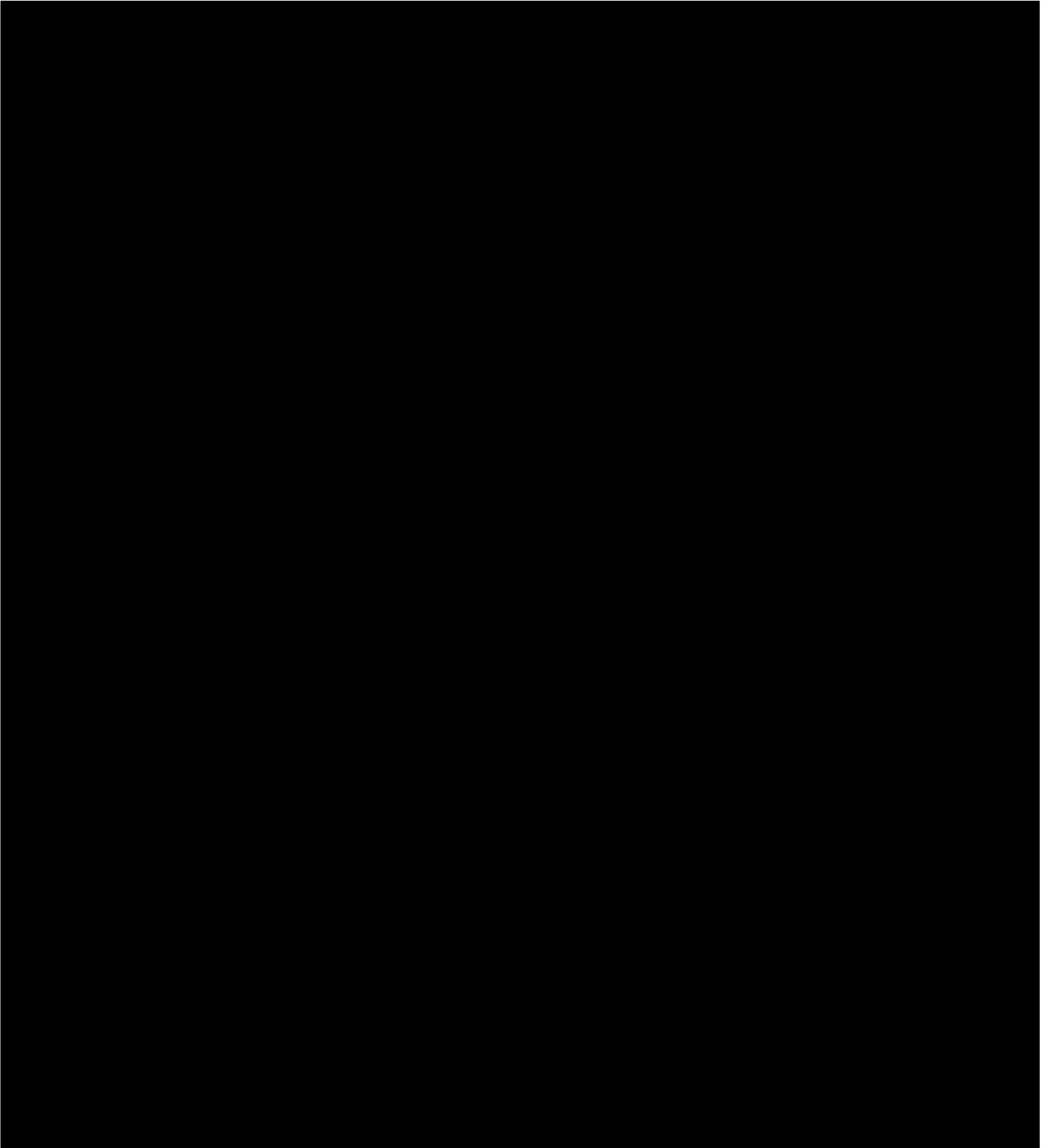
(B) On the Re-Entry Date, Grantor shall have the absolute right to execute and record among the land records of the District of Columbia a written declaration of the termination of the right, title and interest of Grantee, its successors in interest and assigns in the Property (“**Termination Declaration**”), and to re-enter and take possession of the Property and terminate, and re-vest in Grantor, the Property. Grantee shall deliver such documents as Grantor’s title insurance company reasonably shall require to evidence such termination, and the affidavits, indemnities and other agreements reasonably required by Grantor’s title insurance company in connection with insuring title to the Property, subject only to those exceptions reasonable acceptable to Grantor, upon such re-entry. Real property taxes, owners association dues and assessments, and water and sewer charges shall be adjusted and apportioned as of the Re-Entry Date. Grantee shall be obligated to satisfy and release any liens or other encumbrances of record, which may be satisfied upon the payment of a liquidated sum. Grantee shall pay the deed transfer tax, the cost of preparation of the Termination Declaration, all recording taxes and charges, and title examination, survey and title insurance fees. Grantor shall be entitled to draw on the Deposit for paying the sums due from Grantee hereunder.

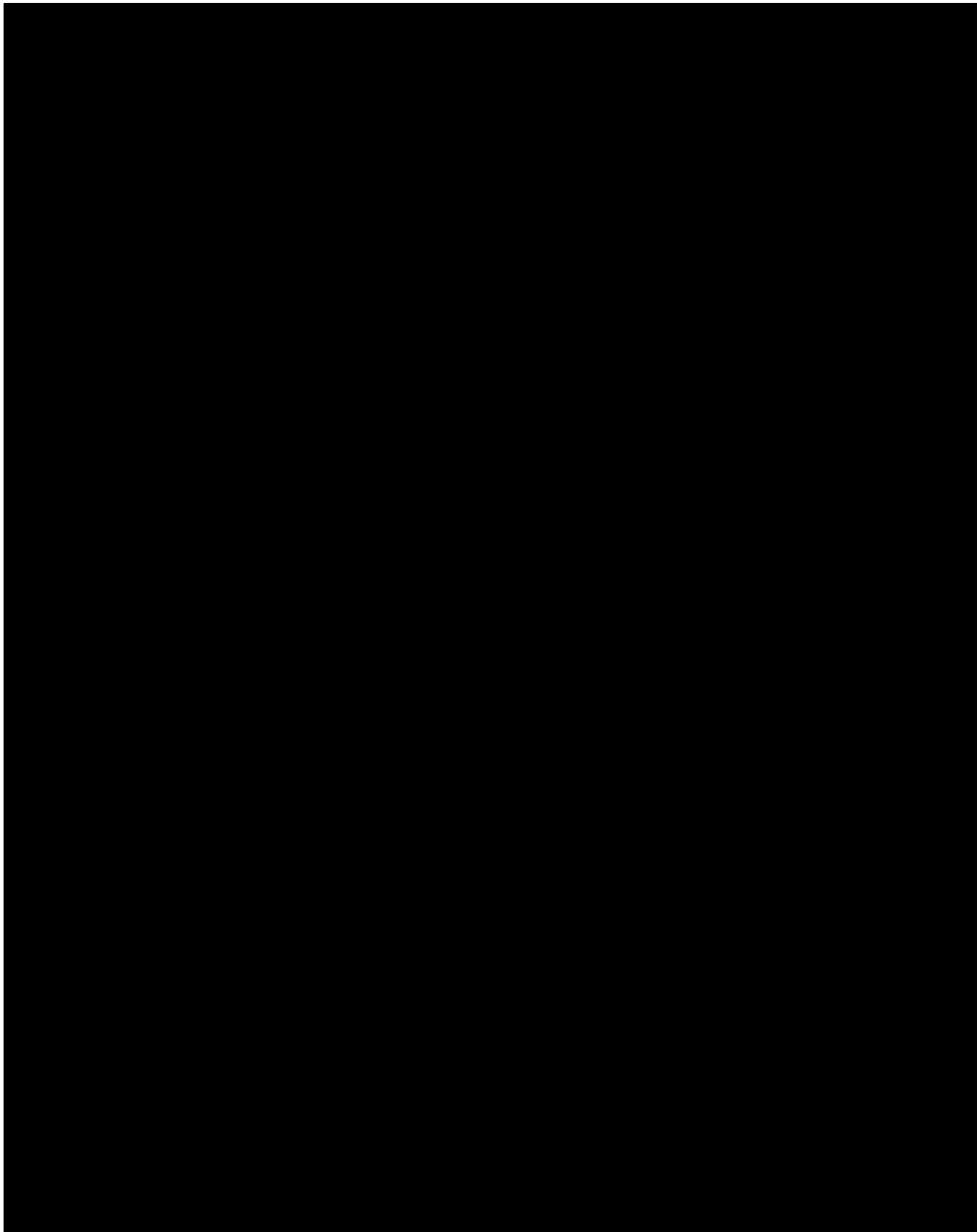
(C) The exercise of the Right of Re-Entry and the re-entry thereunder shall terminate all obligations and/or covenants of Developer in the Construction Covenant, except those that expressly survive termination.

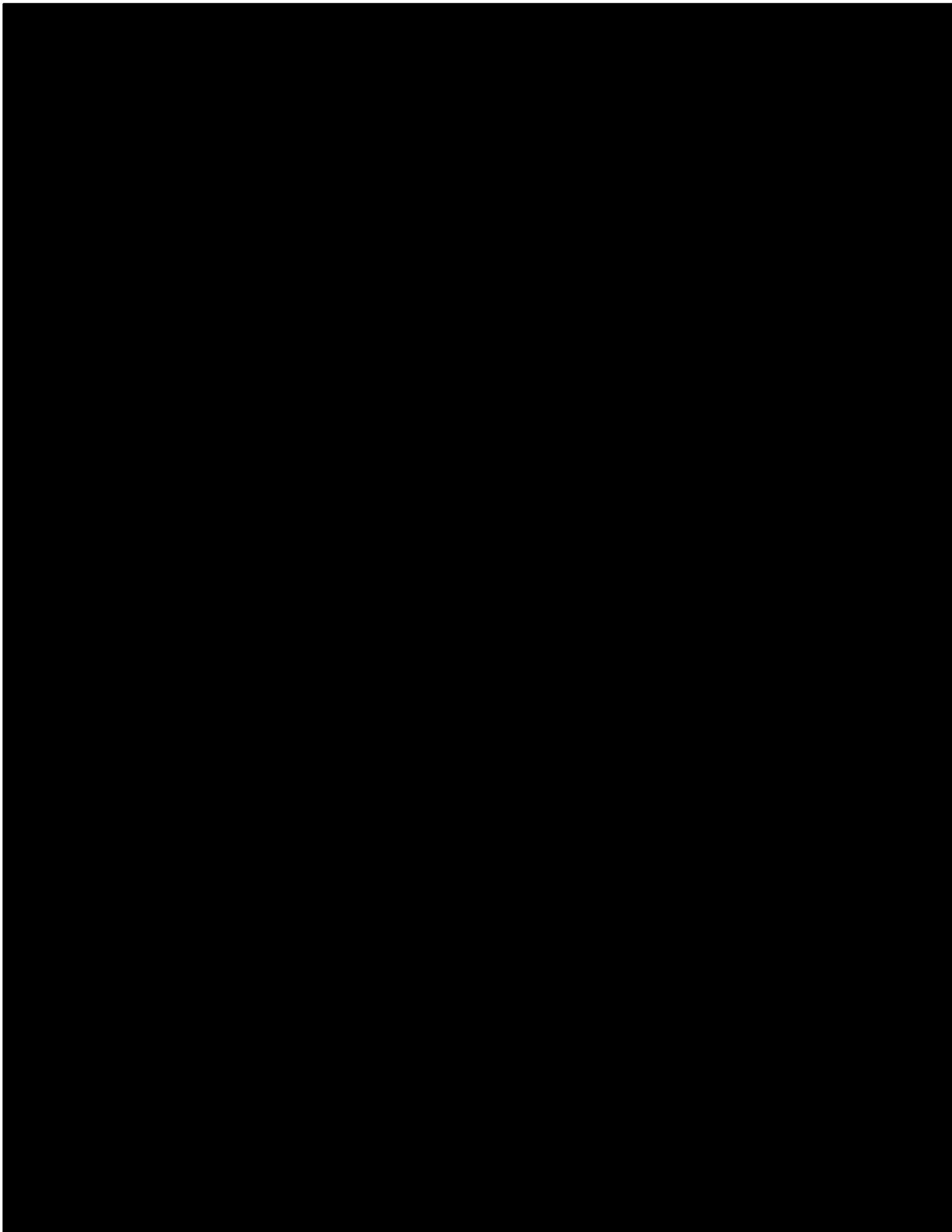
(D) Grantor’s re-entry shall be effective upon recordation of the Termination Declaration among the land records.

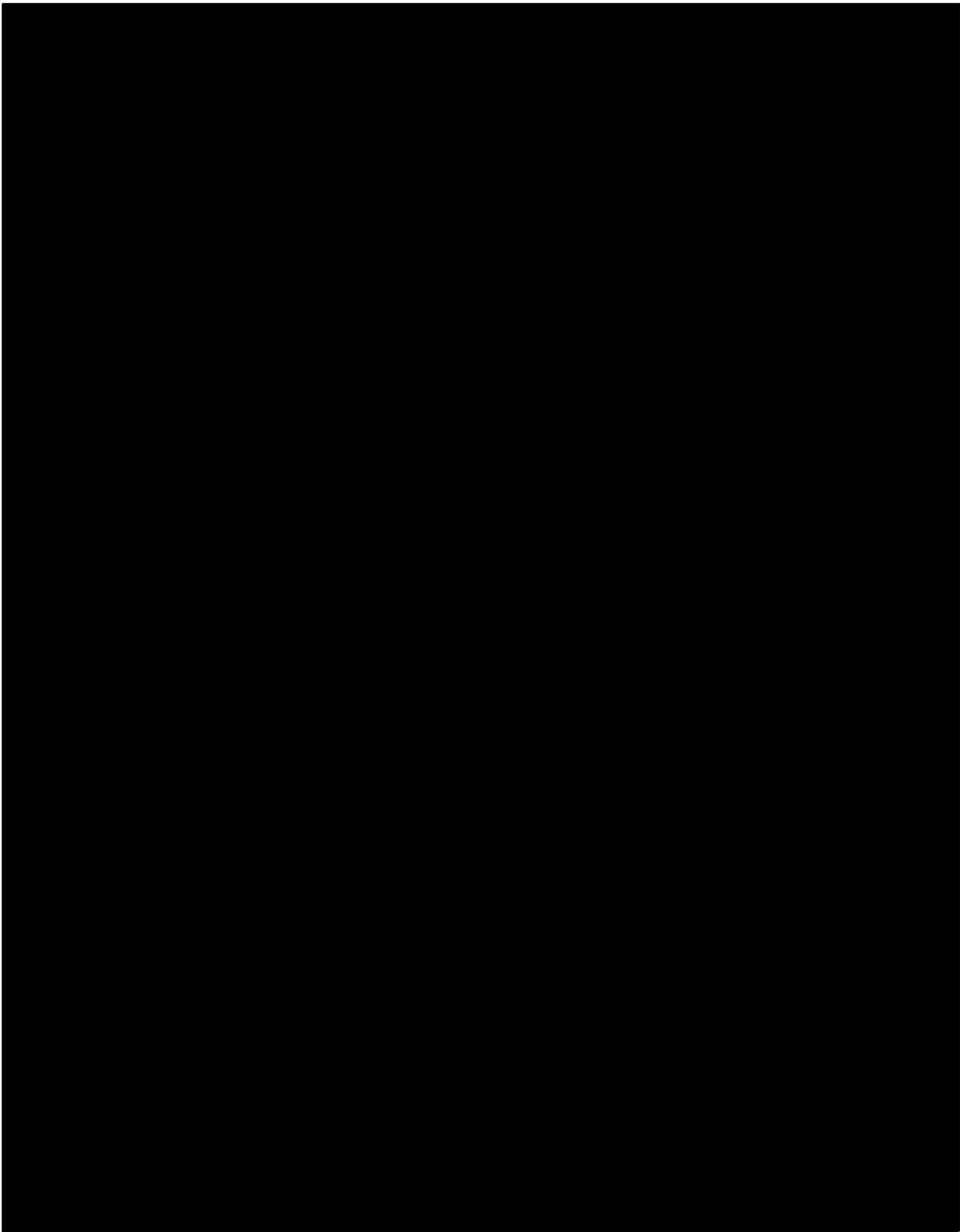
(E) Notwithstanding anything to the contrary contained in this Deed or the Construction Covenant, Grantor's Right of Re-Entry shall terminate and be void and of no further force or effect upon Intermediate Construction Completion (as defined in the Construction Covenant). At such time, Grantor and Grantee shall file a certificate in the land records of the District of Columbia certifying that the Right of Re-Entry provided herein is no longer in effect.

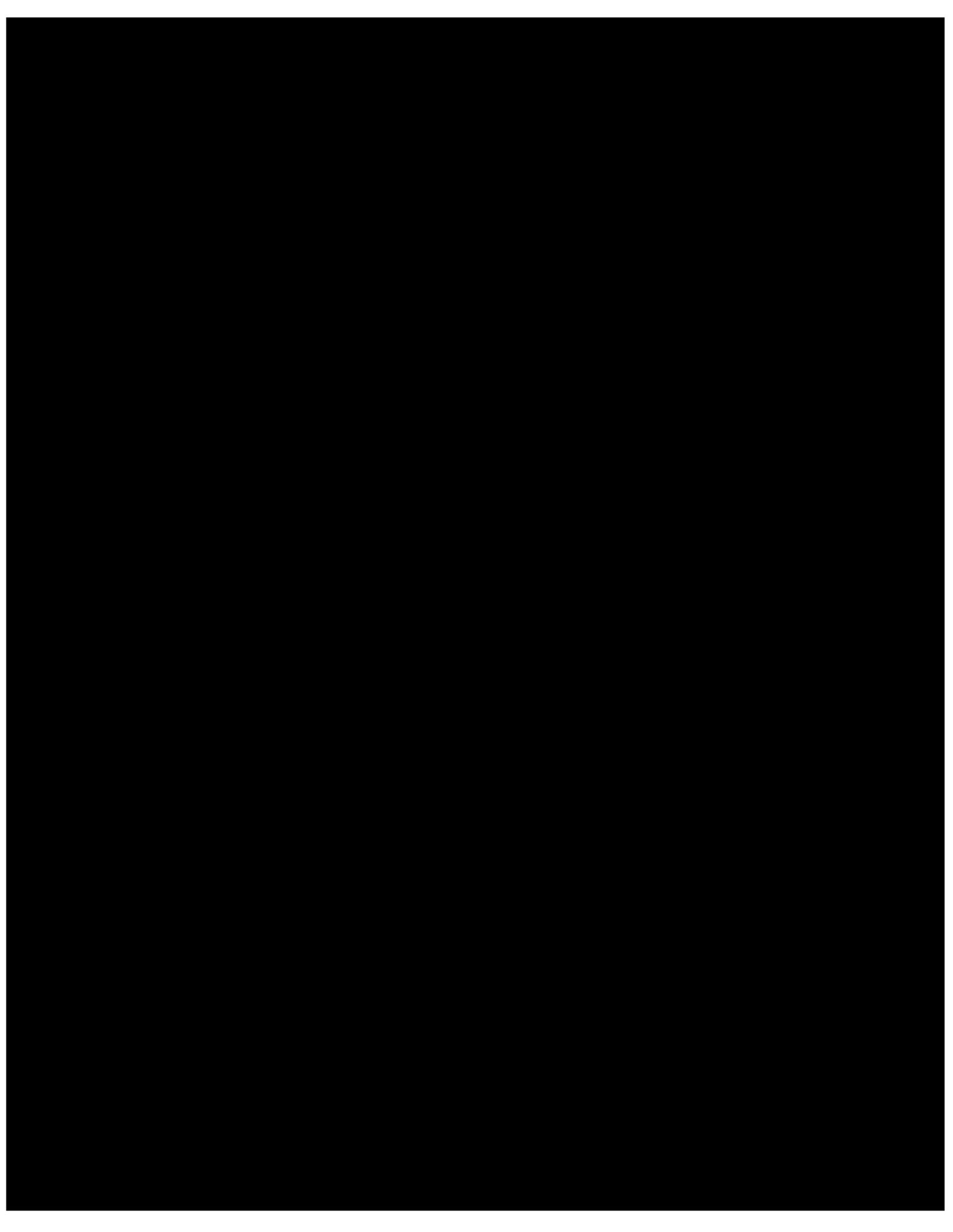
EXHIBIT F

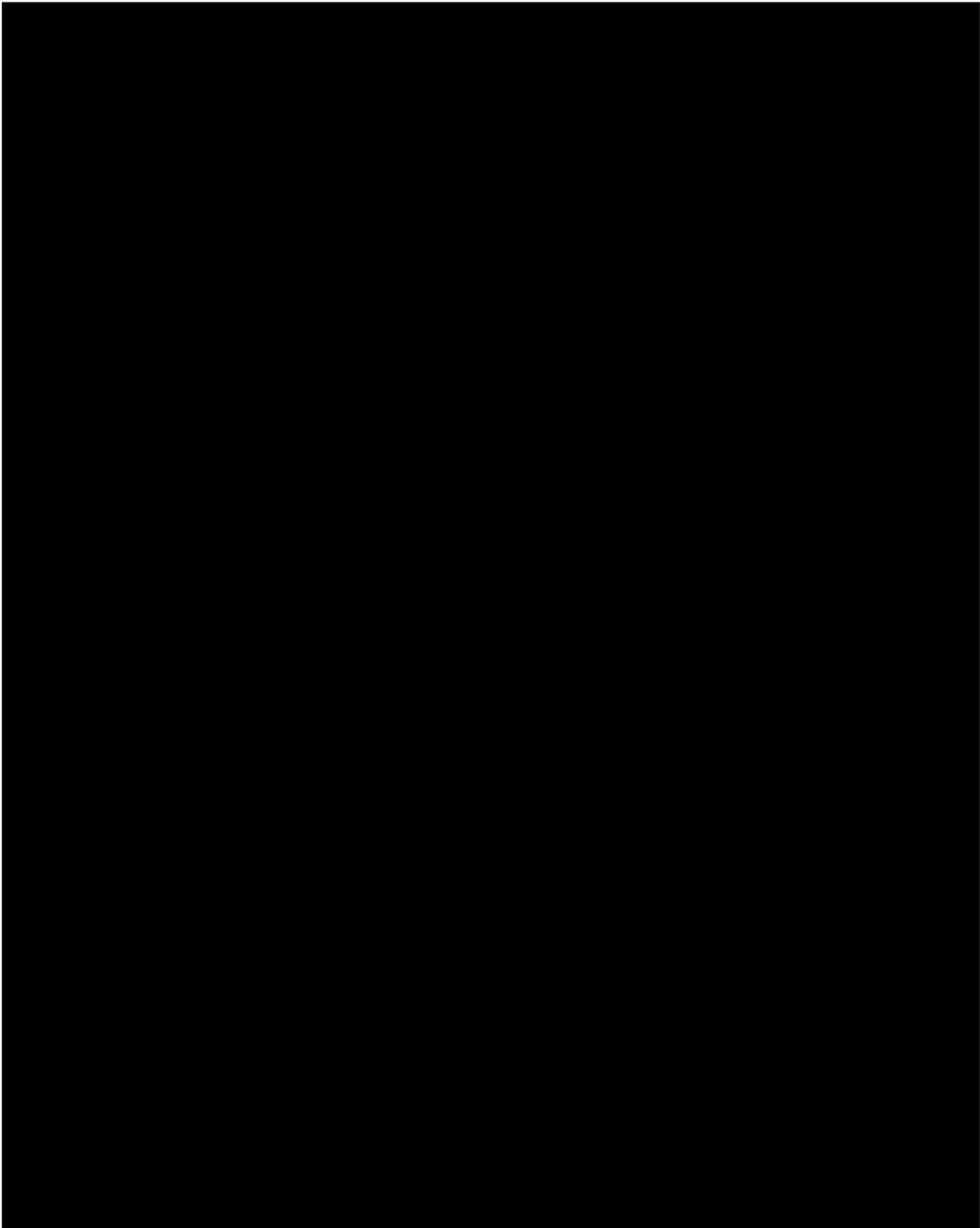


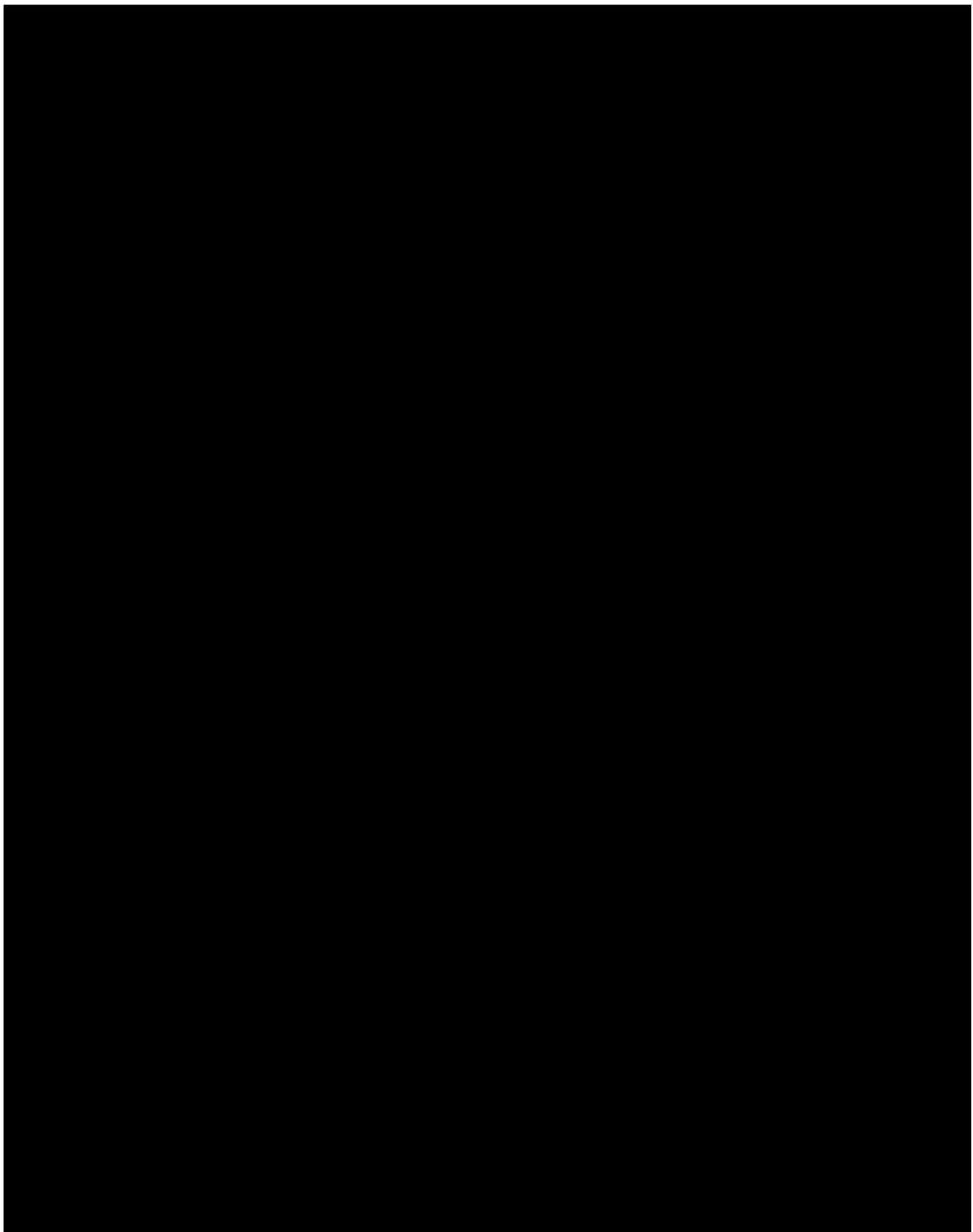


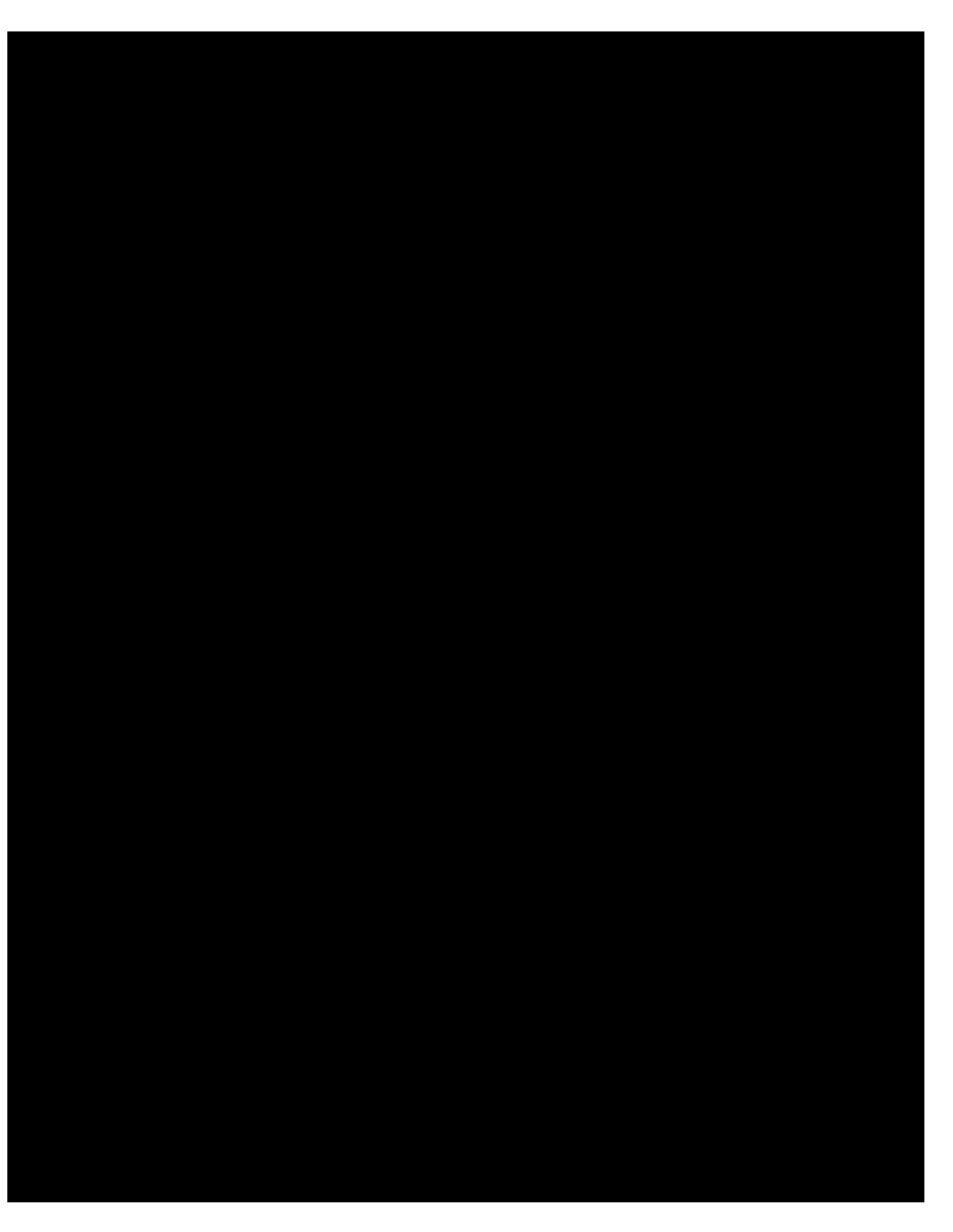


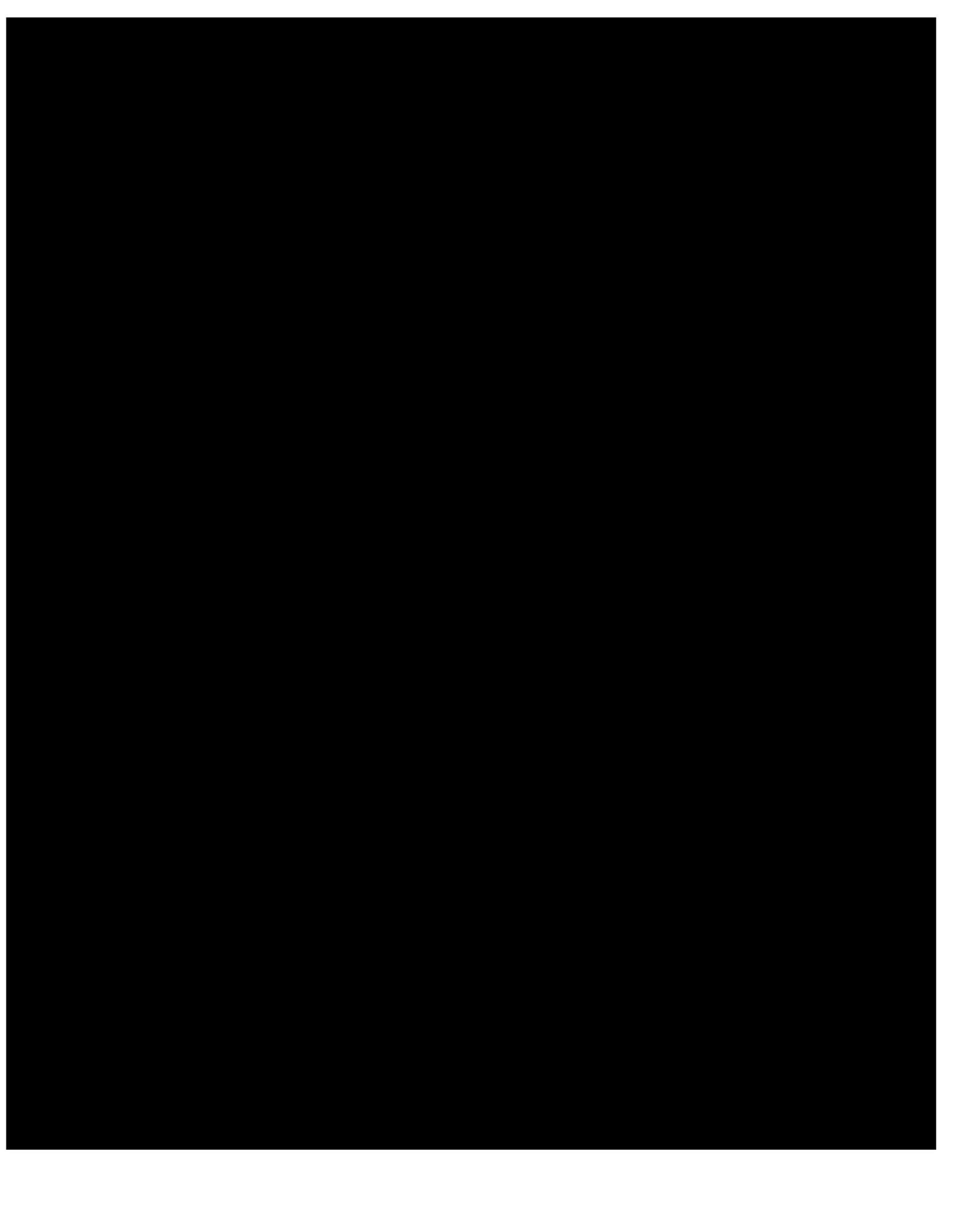


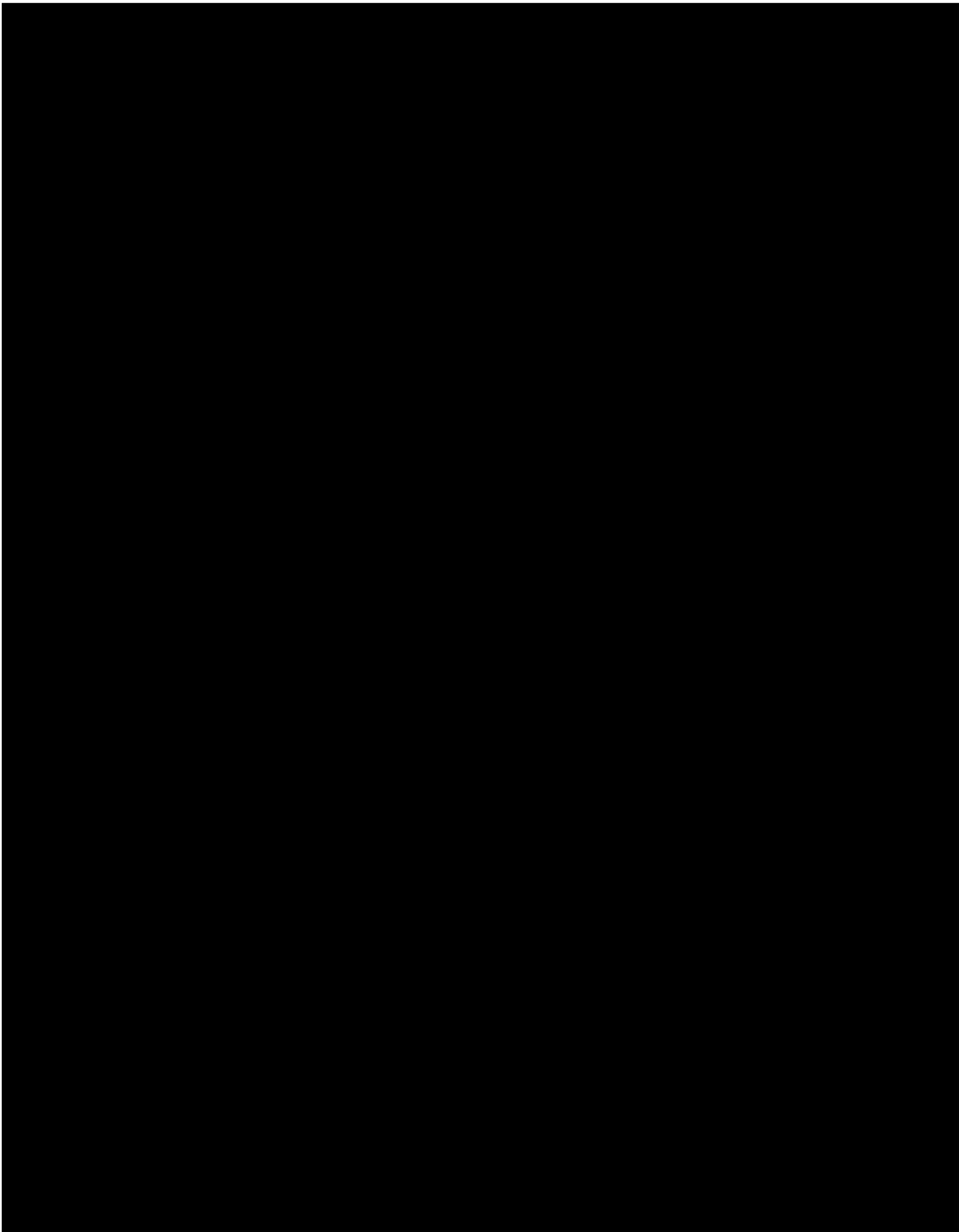


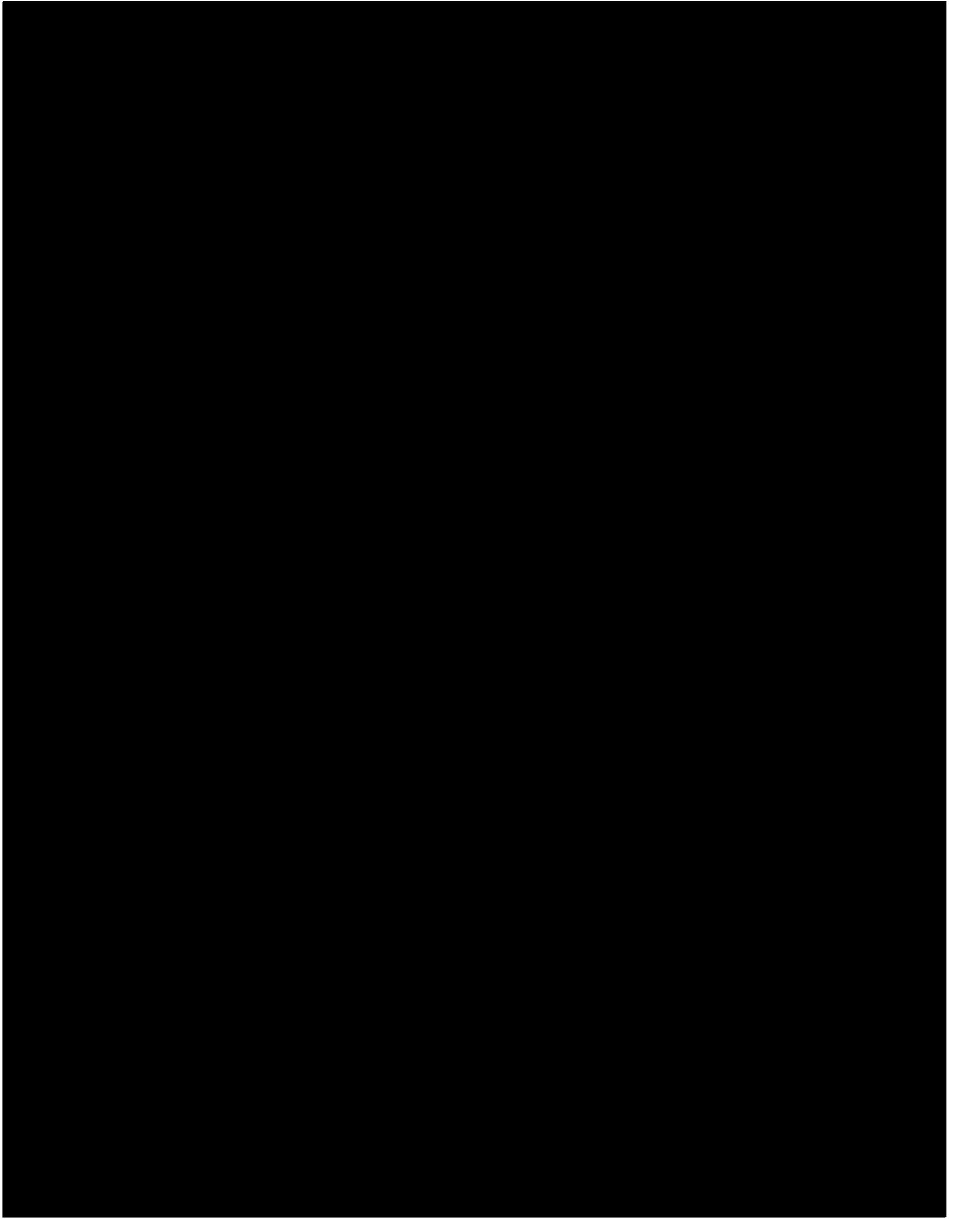


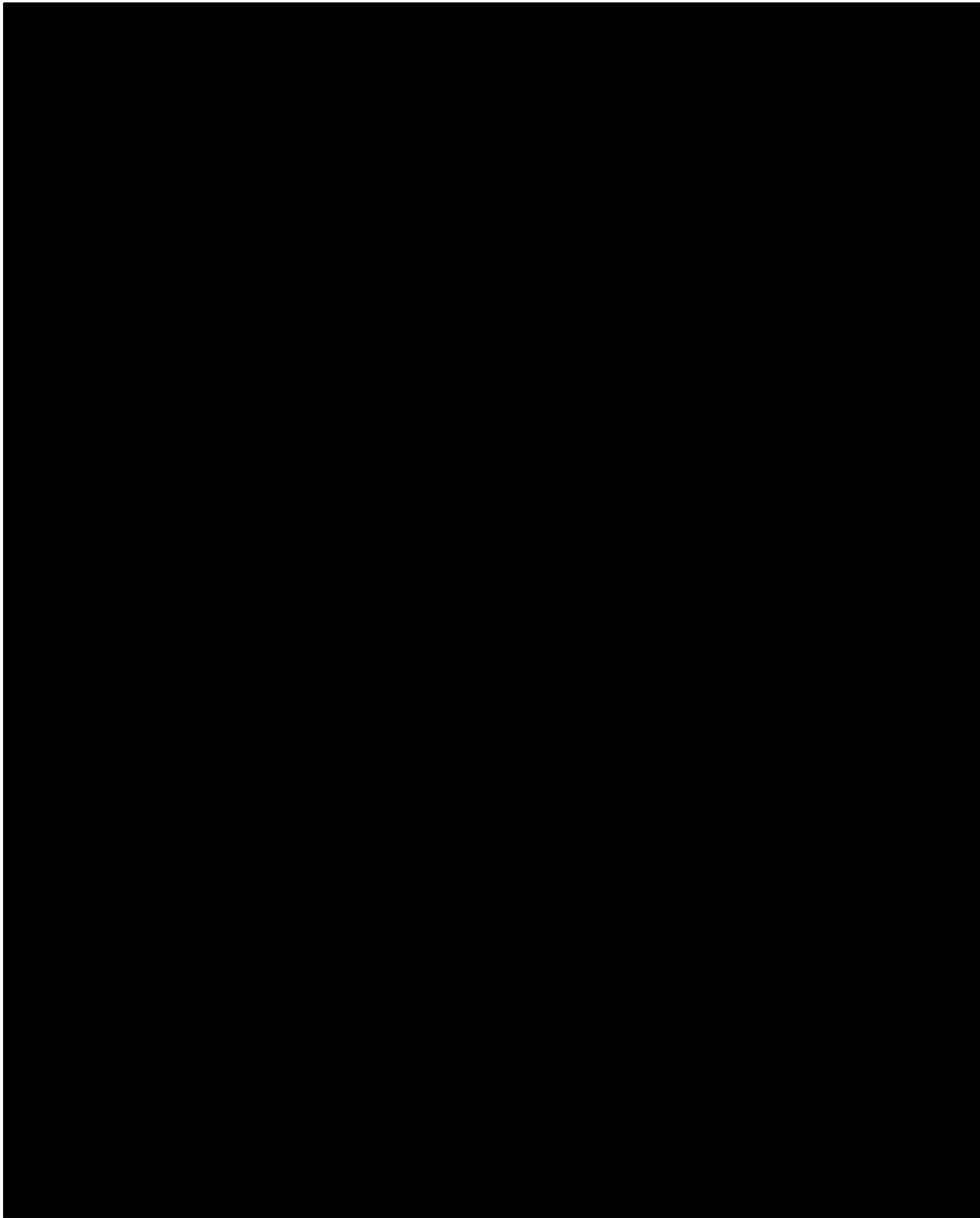












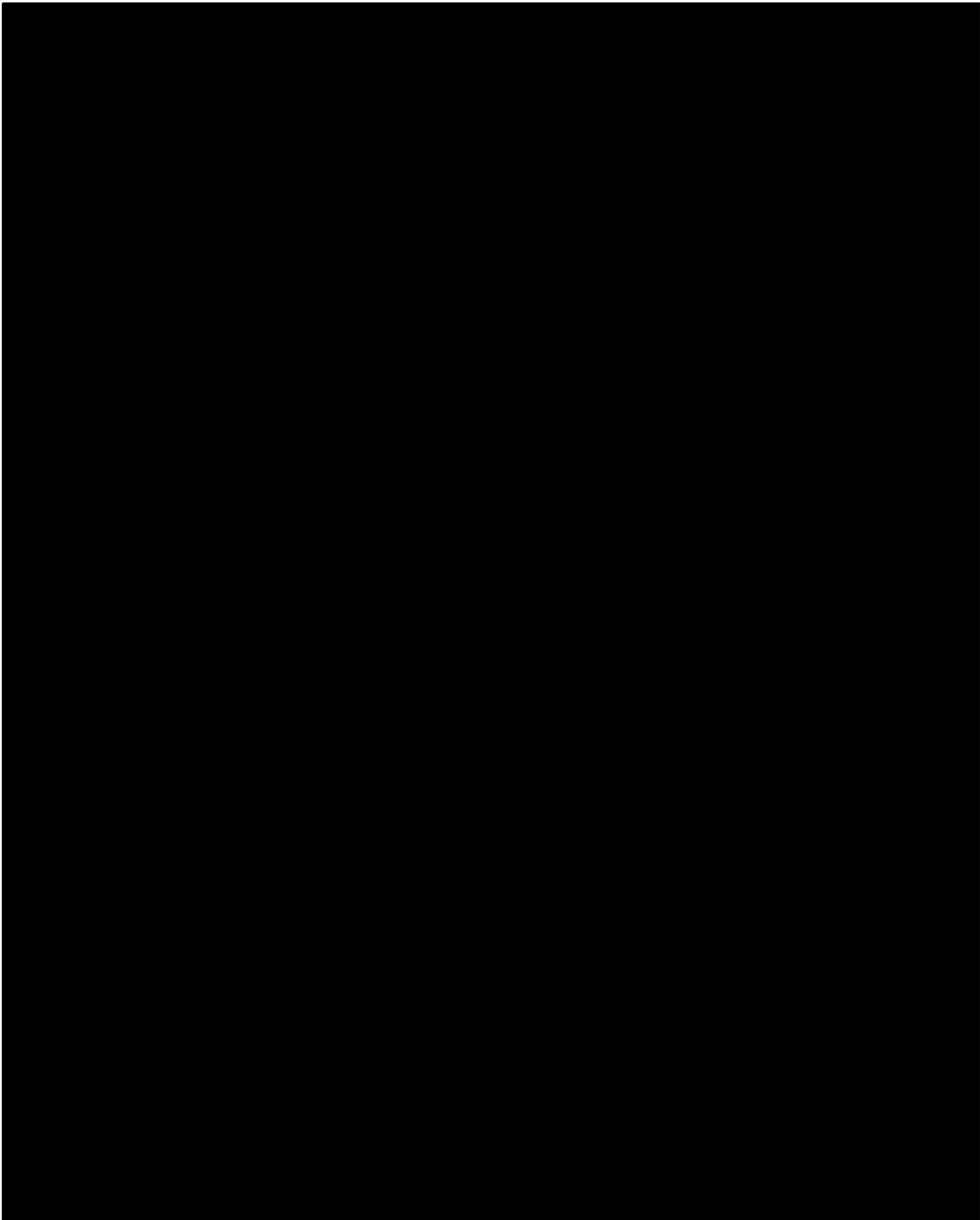


EXHIBIT G

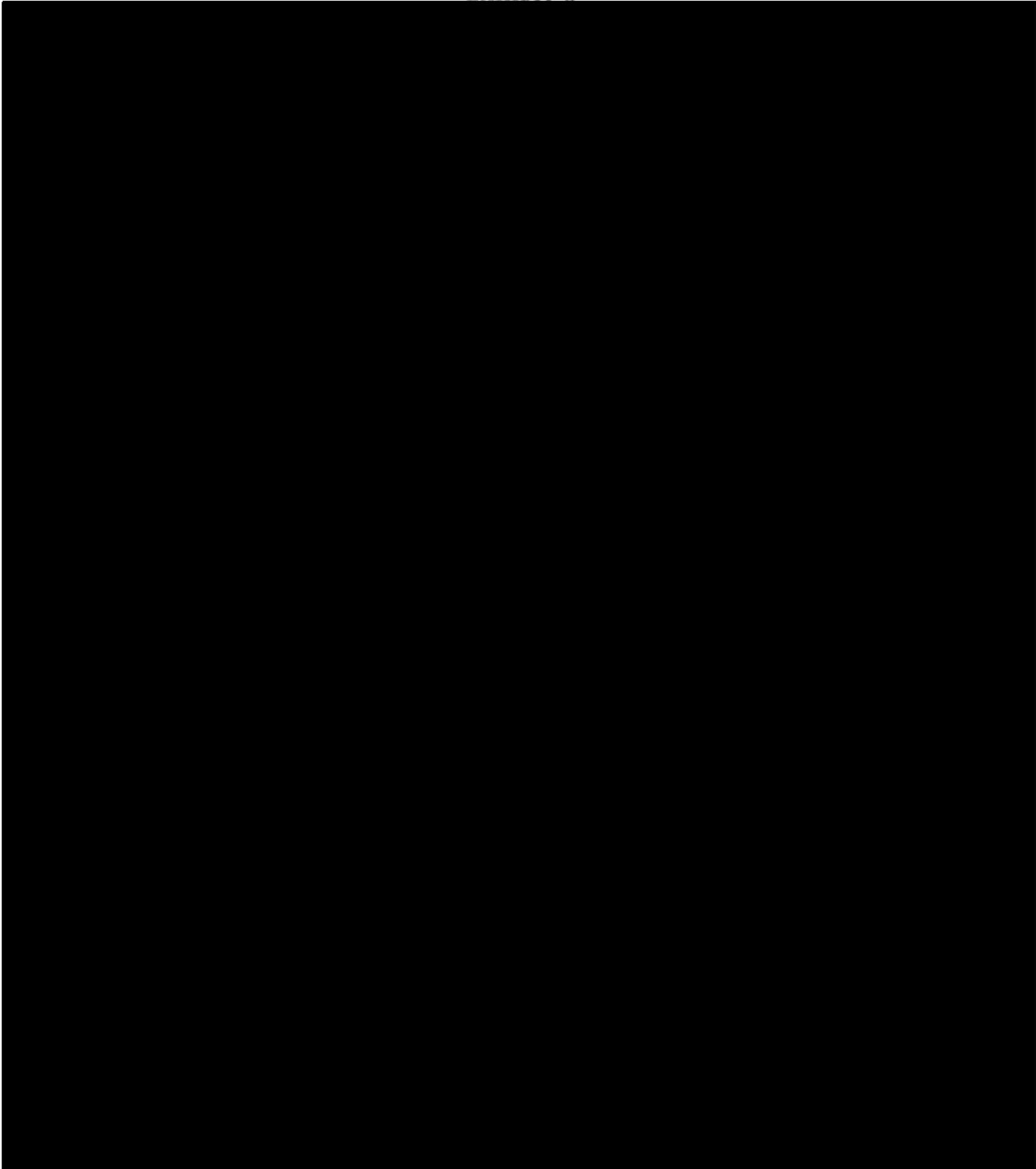
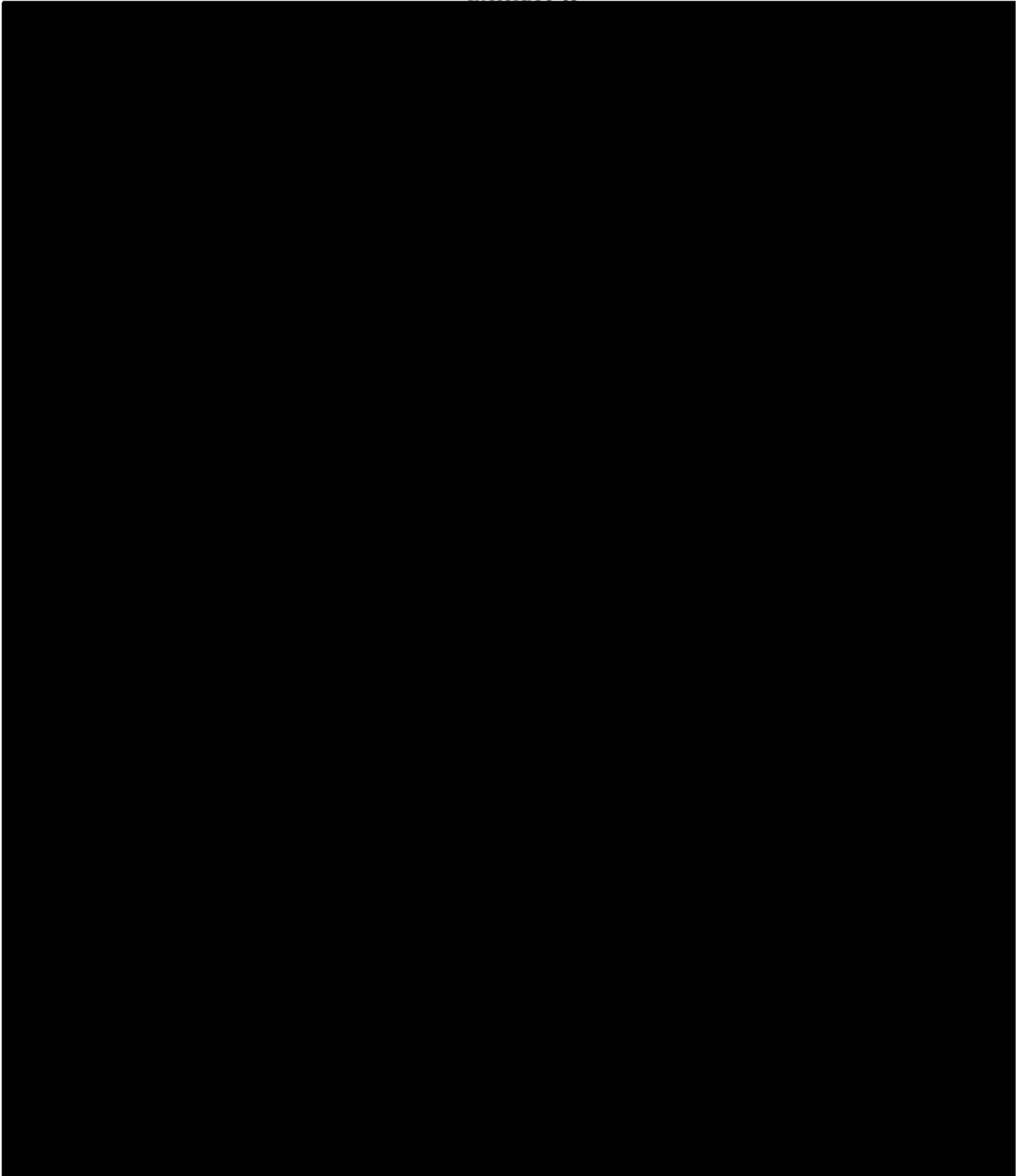


EXHIBIT H



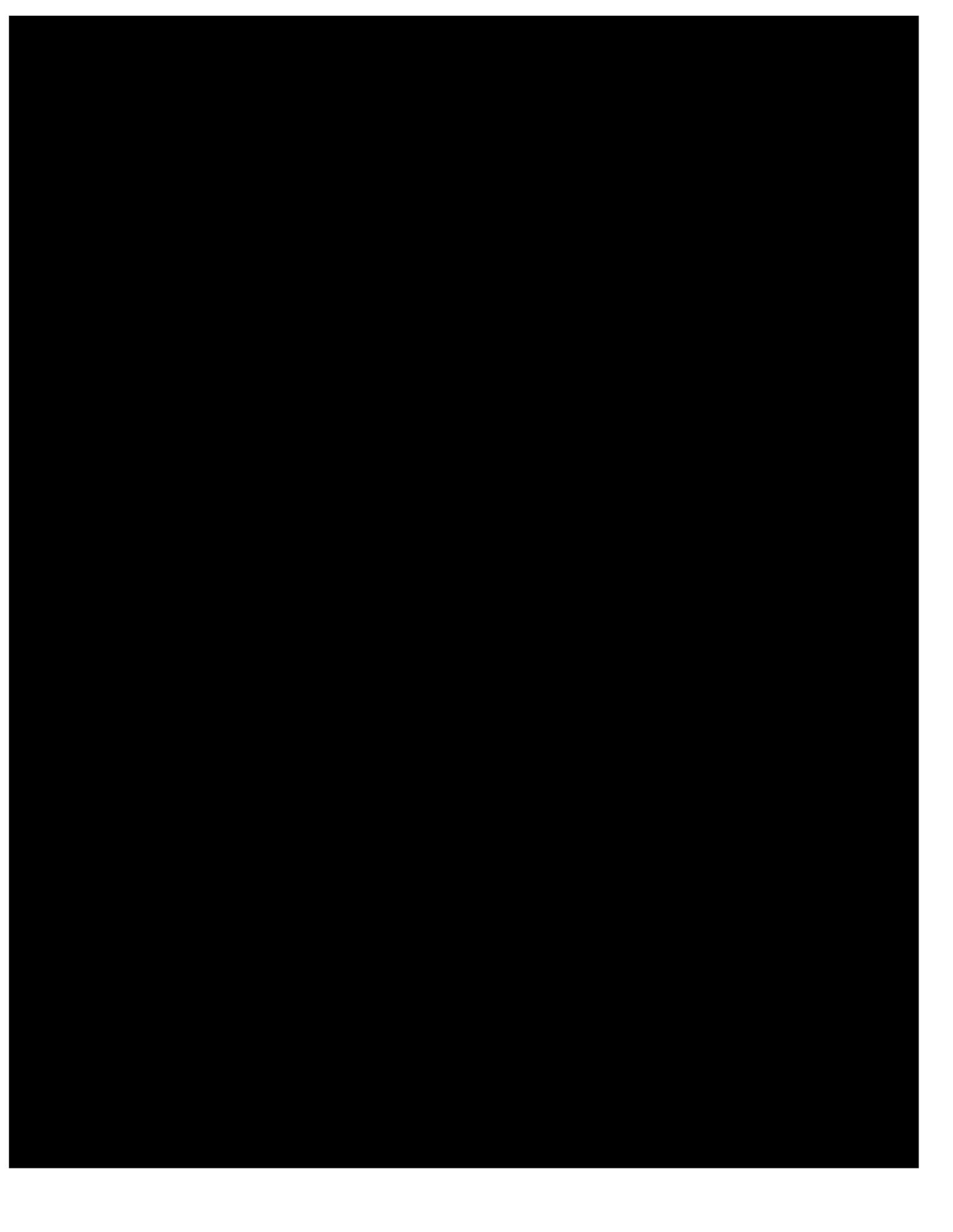


EXHIBIT I

NEW LIBRARY AND NEW FIRE STATION PROGRAM OBJECTIVES