

EXECUTION VERSION

**Exhibit F**

Form of Special Warranty Deed

[See attached]

**Exhibit F**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED (“**Deed**”) is made as of the \_\_\_ day of \_\_\_, 201\_, by and between the District of Columbia, a municipal corporation (“**GRANTOR**”), pursuant to the authority contained in D.C. Official Code §10-801 and DB Residential Hill East, LLC, a District of Columbia limited liability company (the “**GRANTEE**”).

WITNESSETH, that in consideration of the sum of Ten Dollars (\$10.00) 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:

**All that certain lot, piece or parcel of land, together with all improvements thereon, situate, lying and being in the District of Columbia, as more particularly described as:**

**[INSERT HERE FINAL LEGAL DESCRIPTION]**

**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 any and all of those easements, restrictions, conditions, encumbrances, encroachments and rights-of-way of record;

SUBJECT FURTHER TO the provisions of that certain Construction and Use Covenant (the “**Construction Covenant**”) by and between Grantor and Grantee of even date herewith and recorded immediately following this Deed, the Affordable Housing Covenant dated simultaneously herewith and recorded immediately after 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 Special Warranty 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

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title: Deputy Mayor for Planning and Economic Development

Approved for Legal Sufficiency  
D.C. Office of the Attorney General

By: \_\_\_\_\_

Assistant Attorney General

Date: \_\_\_\_\_

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 Special Warranty Deed bearing date as of the \_\_ of \_\_\_, 201\_, personally appeared before me in said jurisdiction and acknowledged the same to be his free act and deed.

Given under my hand and seal this \_\_\_\_ day of \_\_\_, 201\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**After recording, please return to:**

**Jay A. Surabian, Esq.**

**Real Estate Transactions Section**

**D.C. Office of the Attorney General**

**441 4th Street, NW, Suite 1010 South**

**Washington, DC 20001**

**SCHEDULE A**  
**RIGHT OF RE-ENTRY**

Any capitalized terms not defined herein shall have the meaning ascribed in the Construction Covenant. In the event that prior to the issuance of a Final Certificate of Completion, an Event of Default occurs under 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, any 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) Following an Event of Default, 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**"). Re-Entry shall take place on a date designated by Grantor (the "**Re-Entry Date**"), which date shall be at least thirty (30) days after the date of 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 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 reasonably 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 any Letter of Credit (as defined in the Construction Covenant) 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.

EXECUTION VERSION

**Exhibit G**

**Development and Completion Guaranty**

**[See attached]**

**Exhibit H**

**First Source Agreement**

**[To be attached]**

**Exhibit I**

**Form of Letter of Credit**



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

ISSUER: \_\_\_\_\_ Date of Issue: \_\_\_\_\_, 20\_\_  
[Name of Bank]  
[Bank Address]

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.

Continues on the next Page

[Insert Letter of Credit Number]

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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,

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Authorized Signature

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Authorized Signature

**Exhibit J**

**Schedule of Performance**

**[See attached]**

**Hill East Redevelopment - Parcels F-1 & G-1**  
**Schedule of Performance**

Description	Duration (Days)	Completed
Project Award*		4/1/13
Term Sheet Executed		6/1/13
CBE Agreement Executed		7/15/13
First Source Executed		7/15/13
Complete LDA Negotiations		10/15/14
Disposition Resolution Approved by Council		12/15/14
Community Outreach	Quarterly	N/A
LDA executed		12/15/14
Construction Drawings Complete		12/1/15
Permits Received		2/15/16
DCHFA Bond or Conventional Financing Secured		3/15/16
LDA Closing		4/1/16
Groundbreaking		5/15/16
Site Demo		6/15/16
Final Inspections (initial unit deliveries)		6/15/18
Certificate of Occupancy (initial unit deliveries)		6/15/18
Certificate of Completion from DMPED (entire complex)		12/1/18

EXECUTION VERSION

**Exhibit K**

**District's Underground Storage Tank Disclosure Form**

**[See attached]**

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
District Department of the Environment  
Environmental Protection Administration

Underground Storage Tank Branch



Toxic Substance Division

**UST REAL ESTATE TRANSFER**

**DISCLOSURE FORM**

(FOR ALL PROPERTIES OTHER THAN SINGLE FAMILY HOMES)

The Underground Storage Tank (UST) Management Act of 1990, as amended, and implementing regulations, require that sellers of real property in the District of Columbia inform prospective purchasers in writing, prior to entering into a contract for sale, of the existence or removal of any USTs of which the seller has knowledge. If the sale is of commercial property, seller is also required to inform prospective purchasers of any prior use of the property of which seller has actual knowledge which suggests the existence of tanks on the property. For example, if seller knows there was formerly a gas station at the site, he is required to disclose this fact. Sellers of individual condominium or cooperative units are not subject to the disclosure requirements. Sellers of single family homes should use the appropriate form or provide disclosure in the sales contract. Please send a copy of this to DDOE.

**Seller's Name:** \_\_\_\_\_

**Address of property to be sold:** \_\_\_\_\_

- 1) To the best of your knowledge, are there any underground storage tanks (USTs) located on or under the above-referenced real property? Yes \_\_\_\_\_ No \_\_\_\_\_
- 2) If yes, how many USTs are located on the property?
  - a) What is the capacity of the tanks? \_\_\_\_\_
  - b) Are they presently in service \_\_\_\_\_ or abandoned \_\_\_\_\_?
  - c) If in service, for what purpose are they used? \_\_\_\_\_
  - d) If abandoned, have you complied with all requirements of the D.C. UST Regulations pertaining to closure of USTs? Yes \_\_\_\_\_ Don't know \_\_\_\_\_
- 3) Have you removed any USTs during the period of time you have owned the above-referenced property? Yes \_\_\_\_\_ No \_\_\_\_\_
- 4) If Yes, how many USTs did you remove? \_\_\_\_\_ When? \_\_\_\_\_
  - a) What were their capacities? \_\_\_\_\_
  - b) Have you complied with all requirements of the DC UST Regulations pertaining to closure of USTs? Yes \_\_\_\_\_ No \_\_\_\_\_ Don't know \_\_\_\_\_
- 5) Do you know of any prior uses of the property which suggest that USTs may be or have been used on the property? Yes \_\_\_\_\_ No \_\_\_\_\_  
If yes, please describe the former use \_\_\_\_\_
- 6) Do you know of any contamination (soil/groundwater) on the property which resulted from prior use of the UST(s). Yes \_\_\_\_\_ No \_\_\_\_\_ Don't know \_\_\_\_\_

**Seller:** \_\_\_\_\_ **Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

PURCHASER ACKNOWLEDGES THAT PURCHASER HAS RECEIVED THE ABOVE  
DISCLOSURES PRIOR TO SIGNING A CONTRACT FOR PURCHASE.

**Purchaser:** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Please complete and submit to DDOE a UST Facility Notification Form for registration of the name and contact details of the new owner of the UST(s) if they were not removed, see. <http://ddoe.dc.gov/publication/ust-facility-notification-form>*



**Exhibit L**

Project Budget

[To be attached]