

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“Agreement”) is made by and between The Equal Rights Center (the “ERC”) on the one hand, and JAG Management Company LLC, 1319 South Capitol Owner LLC, JMP Apartments LLC, 2009 8th Street Apartments LLC, and 9 New York Ave LLC (collectively “Defendants”) on the other hand. The ERC and Defendants are collectively referred to as the “Parties.”

RECITALS

WHEREAS, certain disputes have arisen between the Parties regarding Defendants’ rental policies and their compliance with the D.C. Consumer Protection Procedures Act (“DCCPPA”), the D.C. Human Rights Act (“DCHRA”), the D.C. Fair Criminal Record Screening for Housing Act of 2016 (“FCRSHA”), the D.C. Rental Housing Act (“RHA”), and the Security Deposit Act (“SDA”), arising from Defendants’ alleged discrimination on the basis of applicants’ source of income, eviction records, and criminal history, and alleged imposition of illegal fees or deposits, at Subject Properties (as defined in Paragraph 2 below); and

WHEREAS, the ERC filed a complaint before the Superior Court of the District of Columbia, case number 2025-CAB-005598 (hereinafter referred to as the “DC Superior Case”), alleging policies or practices by Defendants of erecting unlawful barriers for prospective tenants using Housing Choice Vouchers and other forms of publicly-funded rental assistance as a form of payment for rent; unlawfully inquiring about, considering, and/or excluding tenants based on prospective tenants’ eviction and criminal record histories; and/or imposing excess security deposits or fees; and

WHEREAS, Defendants deny the allegations in the DC Superior Case; and

WHEREAS, the Parties desire to fully and finally resolve all actual and potential claims by or on behalf of the ERC against Defendants raised in the DC Superior Case, arising on or before the Effective Date as defined below (the “Claims”); and

WHEREAS, the ERC and Defendants wish to resolve the Claims amicably and expeditiously in order to avoid the time, expense, and uncertainty of litigation.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AGREEMENTS, AND OTHER UNDERTAKINGS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

A. DEFINITIONS

In addition to the terms that are defined elsewhere herein, the following terms shall have the following meanings:

1. **“Effective Date”** means the date this Agreement is last signed by any Party;
2. **“The Subject Properties”** means multi-family rental properties in the District of

Columbia for which Defendants currently serve as the owner, leasing agent and/or property manager as of the Effective Date of this Agreement. These properties are: J. Coopers Row, located at 1319 South Capitol Street SW, Washington, D.C., 20003; Jefferson Marketplace, located at 1550 7th Street NW, Washington, D.C., 20001; J Linea, located at 2009 8th Street NW, Washington, D.C., 20001; and Pinnacle, located at 7 New York Avenue NE, Washington, D.C., 20002.

B. TERM

3. The term of this Agreement will be from the Effective Date through four (4) years from that date.

C. NON-DISCRIMINATION POLICIES AND PRACTICES

4. Prohibition Against Future Discrimination: With respect to the Subject Properties, Defendants shall not discriminate against prospective renters on any of the bases prohibited by federal, state or local law and shall ensure ongoing compliance with the DCCPPA, DCHRA, FCRSHA, RHA, and SDA. Such prohibition shall include:
 - a) a prohibition against denial of a tenant's application on the basis of a prospective tenant's use of a Housing Choice Voucher and/or other forms of income-based housing subsidies as a source of income to pay for some or all of the monthly rent;
 - b) a prohibition against minimum income requirements for prospective tenants seeking to rent with the assistance of an income-based housing subsidy;
 - c) a prohibition against considering the credit score or lack thereof of a prospective tenant seeking to rent with the assistance of an income-based housing subsidy;
 - d) a prohibition against consideration of credit issues for prospective tenants seeking to rent with the assistance of an income-based government-funded housing subsidy if such credit issues arose during a period in which the prospective tenant did not have an income-based housing subsidy if Defendants could reasonably have known the date of receipt of the income-based housing subsidy;
 - e) a prohibition against consideration of non-payment or late payment of rent for prospective tenants seeking to rent with the assistance of an income-based housing subsidy if such rent payment issues arose during a period in which the prospective tenant did not have an income-based housing subsidy if Defendants could reasonably have known the date of receipt of the income-based housing subsidy;
 - f) a prohibition against imposing less favorable terms—including but not limited to mandatory fees, higher application fees, additional deposits, guarantors, or a higher rent level—on the basis of a prospective tenant's

use of a Housing Choice Voucher and/or other forms of income-based housing subsidies as a source of income to pay for some or all of the monthly rent, or on the basis of that prospective tenant's income level and/or factors prohibited by 4.c. through 4.e;

- g) a prohibition against consideration of, required disclosure of, or inquiry about any previous eviction action that did not result in a judgment for possession in favor of the housing provider;
- h) a prohibition against consideration of, required disclosure of, or inquiry about any previous action for eviction that was filed three or more years prior to the tenant's application for housing, even if the action for eviction resulted in a judgment for possession in favor of the housing provider;
- i) a prohibition against consideration of any alleged breach of a lease by a prospective tenant if the alleged breach took place three or more years ago;
- j) a prohibition against inquiry into a prospective tenant's criminal history prior to a conditional offer of tenancy being made;
- k) if a conditional offer of tenancy is made, Defendants' inquiry into the prospective tenant's criminal history shall be limited to:
 - i. the past seven years of the prospective tenant's criminal history; and
 - ii. pending criminal accusations or criminal convictions that are on the list of crimes in D.C. Code § 42-3541.02(d)
- l) Defendants may withdraw a conditional offer of tenancy based on a pending criminal accusation or conviction only if the pending criminal accusation or conviction (i) occurred within the last seven years and (ii) is on the list of crimes in D.C. Code § 42-3541.02(d). Additionally, to withdraw the conditional offer of tenancy, Defendants must determine, on balance, that the withdrawal achieves a substantial, legitimate, nondiscriminatory interest, considering the factors in D.C. Code § 42-3541.02(e)(2);
- m) if Defendants withdraw a conditional offer, they shall provide the applicant with written notification that includes, with specificity, the reason or reasons for the withdrawal of the conditional offer and a notice that advises the applicant of the applicant's right to file an administrative complaint with the Office of Human Rights;
- n) if, within twenty (20) days after Defendants' notice of withdrawal of a conditional offer, an applicant requests that Defendants provide the applicant with a copy of information relied on in considering the applicant, Defendants shall provide all such information, including criminal records, free of charge, within ten (10) days of such request;
- o) a prohibition against inquiry into or consideration of a prospective

tenant's arrests that did not result in a conviction or charges that are no longer pending and did not result in a conviction;

- p) a prohibition against consideration of criminal convictions of a prospective tenant that occurred more than seven (7) years prior to the application;
 - q) a prohibition against consideration of criminal history other than pending criminal accusations or criminal convictions within seven (7) years that appear on the list of crimes that can be considered under the Fair Criminal Record Screening for Housing Act, D.C. Code § 42-3541.02(d);
 - r) a prohibition against requiring prospective tenants to pay an amount, whether or not it is refundable, at the time of application or at any time prior to signing a lease as a prerequisite to evaluating or approving a prospective tenant's application for rental housing, including processing, reviewing, or screening the prospective tenant's application, that is more than the amount allowed by D.C. Code § 42-3505.10(b)(2);
 - s) a prohibition against requiring a holding deposit from prospective tenants who use a Housing Choice Voucher and/or other government-funded housing voucher;
 - t) a prohibition against charging more than one month's rent as a security deposit; and
 - u) a prohibition on statements representing that Defendants will engage in any of these unlawful acts.
5. Notwithstanding the prohibitions described in paragraph 4 of the Agreement, nothing in this Agreement shall require Defendants to act in violation of any amendments to the D.C. Code that may take effect after the Effective Date of the Agreement, and nothing in this Agreement shall relieve Defendants of any obligations it may have resulting from any amendments to the D.C. Code that may take effect after the Effective Date of the Agreement.
6. Tenant Screening Policy:
- a) Within sixty (60) days of the Effective Date, Defendants shall provide to the ERC a revised tenant screening policy, screening criteria, pricing list in place at that time, and application form for the Subject Properties both for internal use as well as for use of inquiring members of the public, including prospective tenants (collectively, the "Tenant Screening Policy"), that comply with the prohibitions in paragraph 4. This includes, but is not limited to, the following revisions:
 - i. Defendants will ensure that the Subject Properties' application materials do not contain prohibited inquiries about individuals' eviction histories as well as unlawful inquiries into criminal backgrounds. This includes but is not limited to removal of questions regarding whether an applicant has ever been evicted,

asked to move out, or been sued for rent.

- ii. Defendants will ensure the Subject Properties' policies related to security deposits comply with the Security Deposit Act and refund tenants living in these buildings who have overpaid a security deposit, if any.
 - iii. Defendants will ensure that the Subject Properties' policies related to application fees comply with the Rental Housing Act and are not ambiguous. This includes but is not limited to applicants not being required to pay an application deposit or other fees (other than the application fee), *before* the application has been approved.
- b) This Policy for the Subject Properties shall also include the following statements:

“[INSERT NAME OF PROPERTY] complies with the Fair Housing Act of 1968 as amended, as well as state and local law. [INSERT NAME OF PROPERTY] complies with all applicable federal, state and local laws pertaining to the use of Housing Choice Vouchers, Rapid Rehousing Subsidies, and other forms of income-based housing subsidies as a source of income, including laws regarding application of minimum income requirements, credit scores, and credit issues. [INSERT NAME OF PROPERTY] does not require holding deposits from applicants who use Housing Choice Vouchers, Rapid Rehousing Subsidies, and other forms of income-based housing subsidies as a source of income.

[INSERT NAME OF PROPERTY] also complies with all applicable federal, state, and local laws regarding the application of criminal background checks and prior eviction screenings.”

- c) Within seventy-five (75) days of the Effective Date, Defendants will confirm to the ERC that the Subject Properties have distributed the Tenant Screening Policy to the following persons/entities: (1) all employees engaged in the management or leasing of apartments at the Subject Properties; (2) all employees involved in the screening of applicants for apartments at the Subject Properties; and (3) third party screening companies engaged in the screening of applicants for the Subject Properties. If Defendants make any substantive changes to the Tenant Screening Policy, they will, within ten (10) business days after making those changes, distribute the revised Tenant Screening Policy to the persons/entities identified above and the ERC.
- d) Defendants will, with respect to the Subject Properties,
- i. Make reasonable efforts to request that prospective tenants disclose (a) their voucher status prior to the running of any background checks (including credit or income checks); and (b)

- the date when a prospective tenant's use of a voucher began;
- ii. Request that any background screening service used by Defendants include the dates on which any credit-related issues of a prospective tenant arose and require that Defendants' staff are adequately trained to consider credit-related issues, whether or not such dates are provided, in compliance with local law (with the Parties agreeing that the training being provided by the ERC hereunder will satisfy such requirement);
 - iii. Ensure that all prospective tenant screening procedures at the Subject Properties comply with the D.C. Consumer Protection Procedures Act, the D.C. Human Rights Act, the D.C. Fair Criminal Record Screening for Housing Act of 2016, the D.C. Rental Housing Act, and the Security Deposit Act, including relevant provisions from the Eviction Record Sealing Authority and Fairness in Renting Amendment Act of 2022 and the Fairness in Renting Clarification Amendment Act of 2023, and that all staff who interact with potential applicants are adequately trained in such procedures (with the Parties agreeing that the training being provided by the ERC hereunder will satisfy such requirement); and
 - iv. Provide all prospective tenants with a written copy of eligibility criteria used to decide whether or not to rent to a prospective tenant before accepting an application fee. To the extent that the eligibility criteria are not one of the documents required to be provided to the ERC under 6(a), Defendants will provide these eligibility criteria to the ERC within sixty (60) days of the Effective Date.

D. AFFIRMATIVE MARKETING

7. Affirmative Marketing: Defendants will ensure that the Subject Properties' websites include that all verifiable sources of income are accepted, including income-based housing subsidies, and that the Subject Properties comply with all applicable laws governing tenant screening procedures in Washington D.C. Such websites will also include access to the external Tenant Screening Policy, which will include the following statements:
 - a) (1) there is no minimum credit score requirement for any applicant, and credit score is one of many factors to be considered; (2) if an applicant has a federal, state, or local housing voucher, credit scores will not be considered; (3) there are no minimum income requirements for recipients of federal, state, or local housing vouchers; (4) credit issues or prior rental payment history may not be considered for any applicant with a federal, state, or local housing voucher if such credit issues arose during a period in which the prospective tenant did not have a housing voucher; and (5) applicants may provide evidence demonstrating inaccuracies within any criminal record or evidence of

rehabilitation or other mitigating factors.

- b) An applicant will not be denied based on sealed eviction records and/or evictions that did not result in a judgment or were filed three or more years ago, nor based on a criminal history if more than seven years old.
8. Defendants will provide the ERC with notice of any proposed changes to the Subject Properties' websites that pertain to tenant screening criteria at least thirty (30) days before making such changes, and Defendants will consider in good faith any comments from the ERC about those changes. Defendants may update the Subject Properties' websites to accurately reflect any changes in eligibility criteria or in the applicable law throughout the term of the Agreement.
9. Voucher Liaison: The Subject Properties will designate at least one employee to be the housing voucher liaison for the Subject Properties. The housing voucher liaison will become familiar with the process for D.C.'s Housing Choice Voucher program and any other applicable housing vouchers, as well as changes regarding these vouchers. Defendants shall notify the ERC of the name of this individual.

E. EMPLOYEE TRAINING

10. Fair Housing Training: Defendants shall agree to fair housing training for leasing agents, property management staff formally or informally involved in the rental process, and all other employees who engage with prospective rental applicants, at all Subject Properties (the "Training Group"). The ERC will provide such training on an annual basis for each of the years of the term of the Agreement. The training will consist of the following:
 - a) Three hours of fair housing instruction led by civil rights content area specialists and industry practitioners in addressing fair housing, civil rights, source of income, and race related matters;
 - b) The course content covers (i) the background and history of the Fair Housing Act and other laws that impact housing in the District of Columbia; (ii) a discussion of protected classes under federal and District of Columbia law; (iii) common scenarios related to fair housing compliance; and (iv) race, criminal history, eviction, and source of income specific protections afforded under federal and District of Columbia fair housing laws;
 - c) A question & answer portion, which will allow time for the Training Group to gain insight on fair housing issues and best practices as needed, including race and source of income as protected classes; and
 - d) Training will be delivered in an interactive manner and suitable for a diverse audience group and may be in-person or virtual at Defendants' election.
11. The first training session will take place within four months of the Effective Date,

and every twelve (12) months thereafter at times mutually agreeable to the Parties.

F. MONETARY PAYMENT AND RELEASE

12. Defendants shall provide the ERC a monetary payment in the amount of \$220,000 (the “Settlement Amount”), which includes compensation for the ERC’s attorneys’ fees and costs, as well as the cost of future fair housing training and compliance testing provided for in the Agreement. Within ten (10) business days of the Effective Date, Defendants will make the Settlement Amount payment described above by wire transfer to ERC’s counsel, which shall provide Defendants’ counsel with wire transfer instructions.
13. In consideration of the Settlement Amount and other consideration, the ERC agrees to release Defendants from any and all claims that were raised or could have been raised in this action by ERC in the D.C. Superior Case against Defendants on or before the Effective Date, as defined above, and further agrees to file a Joint Praecipe of dismissal with prejudice as to all parties named in the D.C. Superior Case (and signed by the Parties) within five (5) business days of receipt of the Settlement Amount, provided, however, that this release shall not apply to the enforcement of this Agreement.

G. COMPLIANCE TESTING

14. Defendants agree to retain the ERC to conduct twenty (20) compliance tests of the Subject Properties over the term of this Agreement.
 - a) Utilizing trained ERC testers, the ERC may design and conduct testing in order to evaluate compliance with fair housing requirements by the Subject Properties. The ERC will conduct testing at Subject Properties of the ERC’s choosing.
 - b) The ERC, on behalf of itself and its testers, expressly waives any and all claims and rights of action as related to the Subject Properties based upon the results of any such fair housing testing under the Agreement, except to enforce the Agreement as provided by Section H. The ERC will report the test results to Defendants as soon as practicable, but no later than 30 business days past the date on which such testing is conducted. The ERC will advise at the time the test results are conveyed whether it maintains an alleged violation of federal, state or local fair housing laws has occurred and its suggested practical cure. Defendants shall have a period of thirty (30) days to explain or cure the alleged violation or offending conduct or to otherwise demonstrate to the ERC why the alleged conduct should not be considered a violation or why an alternative means of curing the alleged violation is a sufficient solution. It is understood and agreed between the Parties that (i) by “explain,” they mean to show that the alleged offending conduct was a good-faith error or mistake in applying applicable rental rules not indicative of a pattern or practice, and (ii) by

“cure,” they mean to correct the offending conduct or policy and do not mean to pay any money or provide any other form of consideration to the ERC or its testers regarding the alleged violation. If the parties in good faith cannot reach an agreement, either party can seek resolution from a Court of competent jurisdiction.

H. DISPUTE RESOLUTION

15. If a dispute arises between the Parties concerning this Agreement, then the Parties will confer, as soon as practicable, in an attempt to resolve the dispute. If the Parties are unable to resolve such dispute amicably, then the Parties will submit to the exclusive jurisdiction of, and venue in, the Superior Court of the District of Columbia. The Court shall be entitled to award costs and reasonable attorneys’ fees. A complaining party shall not seek Court intervention without first providing thirty (30) days’ written notice to the counsel of record for the opposing party alleged to have failed to comply with a material provision of the Agreement and permitting the party alleged to have failed to comply an opportunity of at least thirty (30) additional days to resolve the dispute.

I. OTHER PROVISIONS

16. Mutual Release of Claims:

(a) Upon execution of this Agreement, and except as otherwise provided herein, the ERC and all related persons, partnerships, or other entities and their heirs, predecessors, successors, assigns, transferees, and agents (the “ERC Releasers”) hereby releases Defendants, and each of its related persons, partnerships, corporations, or other entities and their predecessors, successors, successor owners, parents, subsidiaries, affiliates, assigns, lessors, transferees, agents, directors, officers, employees, investors, shareholders, insurers, and attorneys (“Defendant Releasees”) from all claims the ERC Releasers have or may have had arising against Defendant Releasees in the DC Superior Case against Defendants prior to execution of this Agreement; provided however, that this release shall not apply to the enforcement of this Agreement.

(b) Upon execution of this Agreement, and except as otherwise provided herein, Defendants and all related persons, partnerships, or other entities and their heirs, predecessors, successors, assigns, transferees, members, and agents (“Defendant Releasers”) likewise hereby release the ERC and each of its related persons, partnerships, corporations, or other entities and their predecessors, successors, successor owners, parents, subsidiaries, affiliates, assigns, lessors, transferees, agents, directors, officers, employees, investors, shareholders, insurers, and attorneys (“ERC Releasees”), from all claims which Defendant Releasers could have brought on or before the Effective Date of this Agreement against the ERC Releasees prior to execution of this Agreement; provided however, that this release shall not apply to the enforcement of this Agreement.

17. Entire Agreement: This Agreement constitutes the entire agreement between the

Parties on the matters addressed herein, and the Parties expressly agree that it supersedes and controls any and all prior communications, whether oral or written, between the Parties regarding the matters addressed herein.

18. Governing Law/Disputes: This Agreement shall be governed by the laws of the District of Columbia without regard to its principles of conflicts of law that would require the application of the laws of any other jurisdiction.
19. Public Document: The Agreement shall be a public document and shall not be subject to any confidentiality restrictions. Each Party may issue one press release regarding the resolution of this matter. The Parties will provide each other drafts of any press releases or written statements made as initial announcements of this Agreement that they intend to issue twenty-four (24) hours prior to issuance.
20. Modification: This Agreement may be modified only by writing signed by the Parties.
21. Communications Among the Parties: All notices, demands, and other communications to be provided pursuant to this Agreement shall be in writing and sent by regular mail, postage prepaid or by Federal Express to the following persons and addresses (or other such persons or addresses as the Parties may designate from time to time in writing):

a. For the ERC:

Kate Scott
Executive Director
The Equal Rights Center
820 First St. NE, LL160
Washington, DC 20002
Telephone: 202-370-3220
KScott@equalrightscenter.org

With a copy to:

Brian Corman
Cohen Milstein Sellers & Toll PLLC
1100 New York Ave., NW
Suite 500
Washington, DC 20005
bcorman@cohenmilstein.com

Mirela Missova
Washington Lawyers' Committee for Civil Rights
and Urban Affairs
700 14th Street NW, Suite 400
Washington, DC 20005
Mirela_missova@washlaw.org

b. For Defendants:

Patty Holt
JAG Management Group, LLC
1420 Spring Hill Road, Suite 420
McLean, VA 22102
pholt@jagllc.com

With a copy to:

Gwendolyn Roy-Harrison
Offit Kurman, P.A.
7501 Wisconsin Avenue, Suite 1000W
Bethesda, MD 20814
groyharrison@offitkurman.com

22. Waiver: Failure of any Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such party of any default by another Party in performance or compliance with any terms of this Agreement.
23. Authority: Each signatory warrants that he or she is competent and possesses the full and complete authority to covenant to this Agreement on behalf of the Party that he or she represents.
24. Counterparts: This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.
25. Attorneys' Fees: Each Party shall bear its own attorneys' fees, costs, and expenses incurred in connection with the negotiation, execution, and performance of this Agreement, as well as any fees and costs related to all claims asserted in the DC Superior Case, except as allowable by Section F. This section also does not apply to the enforcement of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

4925-8017-3710, v. 1

Party: Equal Rights Center

By: 

Dated: 02/18/2026

Name: Kate Scott

Title: Executive Director

Party: JAG Management Company LLC

By: _____

Dated: _____

Name:

Title:

Party: 1319 South Capitol Owner LLC

By: _____

Dated: _____

Name:

Title:

Party: JMP Apartments LLC

By: _____

Dated: _____

Name:

Title:

Party: 2009 8th Street Apartments LLC

By: _____

Dated: _____

Name:

Title:

Party: 9 New York Ave LLC

By: 

Dated: 3/4/2026

Name: Rishi Bhatnagar

Title: Principal

Party: Equal Rights Center

By: Ann. e Kate Scott

Dated: 02/18/2026

Name: Kate Scott
Title: Executive Director

Party: JAG Management Company LLC

By: _____

Dated: _____

Name:
Title:

Party: 1319 South Capitol Owner LLC

By: _____

Dated: _____

Name:
Title:

Party: JMP Apartments LLC

By: _____

Dated: _____

Name:
Title:

Party: 2009 8th Street Apartments LLC

By: James N. Duncan

Dated: 3/9/2026

Name: **James N. Duncan**
Title: **Executive Vice President**

Party: 9 New York Ave LLC

By: _____

Dated: _____

Name:
Title:

Party: Equal Rights Center

By: Amy e Kate Scott

Dated: 02/18/2026

Name: Kate Scott

Title: Executive Director

Party: JAG Management Company LLC

By: Patty Holt

Dated: 3/9/26

Name: Patty Holt

Title: President, Property Management

Party: 1319 South Capitol Owner LLC

By: _____

Dated: _____

Name:

Title:

Party: JMP Apartments LLC

By: _____

Dated: _____

Name:

Title:

Party: 2009 8th Street Apartments LLC

By: _____

Dated: _____

Name:

Title:

Party: 9 New York Ave LLC

By: _____

Dated: _____

Name:

Title:

Party: Equal Rights Center

By: Amie & Kate Scott

Dated: 02/18/2026

Name: Kate Scott
Title: Executive Director

Party: JAG Management Company LLC

By: _____

Dated: _____

Name:
Title:

Party: 1319 South Capitol Owner LLC

By: J. N.

Dated: 3/9/2026

Name: **James N. Duncan**
Title: **Executive Vice President**

Party: JMP Apartments LLC

By: _____

Dated: _____

Name:
Title:

Party: 2009 8th Street Apartments LLC

By: _____

Dated: _____

Name:
Title:

Party: 9 New York Ave LLC

By: _____

Dated: _____

Name:
Title:

Party: Equal Rights Center

By: _____

Dated: _____

Name: Kate Scott

Title: Executive Director

Party: JAG Management Company

LLC By: _____

Dated: _____

Name:

Title:

Party: 1319 South Capitol Owner LLC

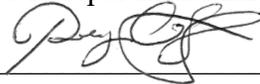
By: _____

Dated: _____

Name:

Title:

Party: JMP Apartments LLC

By:  _____

Dated: March 5th, 2026

Name: Perry Chudnoff

Title: Vice President and Assistant Secretary

Party: 2009 8th Street Apartments LLC

By: _____

Dated: _____

Name:

Title:

Party: 9 New York Ave LLC

By: _____

Dated: _____

Name:

Title: