

## COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“Agreement”) is made by and between The Equal Rights Center (the “ERC”) and GREP Atlantic, LLC (“Greystar”). ERC and Greystar are collectively referred to as the “Parties.”

### RECITALS

**WHEREAS**, the ERC, as part of its mission to promote the fair housing rights of homeseekers, and the ERC’s employees identified practices of Greystar that the ERC believed to be possible discrimination on the basis of one’s lawful source of funds and race in violation of federal, state and local laws (the “Possible Claims”); and

**WHEREAS**, Greystar has cooperated with the ERC in investigating these concerns, and represented that Greystar does not engage in source-of-funds or race discrimination; and

**WHEREAS**, Greystar is committed to ensuring that its policies and practices are not discriminatory; and

**WHEREAS**, the Parties’ mutual, long-term objective in entering into this Agreement includes the goals of promoting fair housing at properties associated with Greystar; and

**WHEREAS**, in the interest of working cooperatively to further the Parties’ mutual interest in expanding housing opportunities for all and furthering compliance with federal, state and local fair housing laws, the Parties wish to establish a joint plan on the terms and conditions set forth in this Agreement. Therefore, in consideration of the agreed-to actions of the Parties below, the Parties have executed this Agreement as indicated by the authorized signatures appearing below. The provisions of this Agreement will be binding on the ERC and Greystar, their respective subsidiaries and their successors and assigns, for a period defined below; and

**WHEREAS**, nothing in this Cooperation Agreement constitutes or may be construed as an admission of liability or wrongful action as to the concerns of the ERC;

**NOW, THEREFORE**, the Parties 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 on which the ERC and Greystar execute the Agreement, whichever is the later date;
2. **“Fair Housing Act”** means Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619, and its implementing regulations, 24 C.F.R. Parts 100 to 125;
3. **“The Subject Properties”** mean: (1) 55 Hundred Apartments; (2) Shawnee Apartments; (3) Assembly Leesburg; (4) Ashton at Dulles Corner; (5) Assembly Alexandria; (6) Broadstone Van Dorn; (7) Cascade at Landmark Apartments; and

(8) Ravens Crest Apartments.

4. **The “GREP Atlantic Virginia Properties”** means all multifamily properties managed by Greystar in the Commonwealth of Virginia on any particular date some action under the Agreement is to occur.
5. **“Voucher holder”** is a person with a Housing Choice Voucher or other form of short or long term housing subsidy which will pay for a portion or all of the applicant’s rent.

**B. SCOPE AND APPLICABILITY**

6. This Agreement applies to all Possible Claims arising on or before the Effective Date.

**C. TERM**

7. The term of this Agreement will be from the Effective Date through five (5) years from that date.

**D. NON-DISCRIMINATION POLICY**

8. **Prohibition Against Future Discrimination:** Greystar shall continue its policy and practice to not discriminate against prospective renters on any of the bases prohibited by federal, state or local law. Such prohibition shall include, where applicable, a prohibition against discrimination on the basis of a prospective tenant’s use of Housing Choice Vouchers or other forms of publicly funded rental assistance as a source of income to pay for some or all of the monthly rent as required by law at GREP Atlantic Virginia Properties. Such prohibition shall also include, where applicable, a prohibition against minimum income requirements for Housing Choice Vouchers, so long as such voucher program approves the monthly rent for such respective housing and such voucher program calculates prospective renter’s income, and a prohibition against consideration of a prospective renter’s credit score if such renter’s Housing Choice Voucher covers the entirety of monthly rent. These prohibitions shall be in accord with the Guidance Document: Housing Discrimination on the Basis of Source of Funds (April 16, 2021) by the Virginia Real Estate Board.

9. **Commitment to a Non-Discrimination Policy:**

- a. Within sixty (60) days of the Effective Date, Greystar shall affirm its non-discrimination policy and distribute a statement about the policy to all relevant employees. This statement of policy shall include the following statement:

“Greystar abides by the Fair Housing Act of 1968 as amended, as well as applicable state and local law. In Virginia, this prohibits discrimination in the sale or rental of housing based on, among other things, lawful source of income. Greystar complies with all applicable federal, state and local laws pertaining to the use of Housing Choice Vouchers and other forms of publicly-funded rental assistance as a source of income,

including regulations and state-issued guidance regarding application of minimum income requirements. In Virginia, minimum income requirements only apply to the portion of rent the voucher holder is responsible for, and where the voucher covers all of a voucher holder's rent, minimum income requirements are inapplicable. Every applicant and tenant, regardless of any applicable protected factors, shall be treated equally and with dignity and respect."

- b. Within sixty (60) days of the Effective Date, Greystar shall modify its current Resident Qualification Acknowledgement signage in its property leasing offices in the GREP Atlantic Virginia Properties to include in the Fair Housing Statement the following statement:

"In accord with state and local law, the community accepts Housing Choice Vouchers (Section 8) and other forms of publicly-funded rental assistance. "

and (in Spanish)

"De acuerdo con las leyes estatales y locales, la comunidad acepta vales de elección de vivienda (sección 8) y otras formas de asistencia de alquiler financiadas públicamente."

#### **E. EMPLOYEE TRAINING**

- 10. Fair Housing Training: Greystar shall agree to fair housing training for 90% of leasing agents and/or property management staff involved in the rental process at all GREP Atlantic Virginia Properties. The ERC will provide such training in real time (live) on two different agreed-upon dates on an annual basis for each of the years of the term of the Agreement using a webinar format where employees who plan on attending will receive a link. Greystar will monitor and track internally which employees have completed the training and will submit the list of employees who have completed the training to the ERC when requested. The training would consist of the following:

- a. Three hours of fair housing instruction led by civil rights content area specialists and industry practitioners who support both newcomers and seasoned professionals in addressing fair housing, civil rights, and source of funds and race related matters;
- b. The course content covers the background and history of the Fair Housing Act and other laws that impact housing; a discussion of federal, state and local protected classes; common scenarios related to fair housing compliance; and race and source of funds-specific protections afforded under federal, state and local fair housing laws;
- c. A question & answer portion, which will include a specific process for Greystar staff to submit emailed questions to the ERC on fair housing issues and best practices as needed, including race and source of funds as protected classes; and
- d. To the extent certain staff members have extenuating circumstances,

including personal or operational conflicts, such that they are unable to attend the live session, the training will be made available in pre-recorded video format. Attendance at the live session is strongly preferred.

**F. MONETARY PAYMENT AND RELEASE**

11. Greystar shall provide the ERC monetary payments in the total amount of \$125,000 (the “Payment Amount”), which includes compensation for the ERC’s future fair housing training, compliance testing and other services to be provided by the ERC to Greystar. Some part of the Monetary Payment shall be for compensation for the ERC’s education and outreach, advertising, counseling and advocacy, and attorneys’ fees and costs. Within ten (10) business days of the Effective Date, Greystar will make the first payment of \$41,000 by wire transfer to Handley Farah & Anderson PLLC, which shall provide Greystar’s counsel with wire transfer instructions no later than the Effective Date. Four subsequent payments of \$21,000 each shall be made on the annual anniversary of the making of the first payment.
12. In consideration of the Monetary Payment and other consideration, the ERC, on its own behalf and on behalf of its employees who performed testing services, agrees to release Greystar, and all of their past and current directors, officers, employees at all GREP Atlantic Virginia properties (including all employees of Greystar Management Services, L.P. who manage those properties), GREP Atlantic affiliated Virginia property owner entities, third party Virginia property owners which contracted with GREP Atlantic, attorneys, agents and assigns (the “Released Parties”) from all actual and potential claims by or on behalf of the ERC against the Released Parties on or before the Effective Date relating to the testing of the Subject Properties or other Greystar managed properties and the investigation of Greystar’s voucher acceptance policies and practices, provided however, that this release shall not apply to the enforcement of this Agreement.

**G. RENTAL OF APARTMENTS TO VOUCHER HOLDERS**

13. When a voucher holder is approved by the property management staff to rent an apartment at a GREP Atlantic Virginia Property, the voucher holder may sign a lease agreement and move in during the first fifteen (15) days after approval while the Public Housing Authority completes its final approval. If the approval by the Public Housing Authority has not been completed within those fifteen (15) days and a lease has not been signed, the unit shall be held open for the applicant for at least an additional fifteen (15) days in order to complete the Public Housing Authority's lease-up process.

**H. AFFIRMATIVE MARKETING**

14. Affirmative Marketing: Greystar shall create and disseminate a single, simple posting (email and/or electronic advertisement) to housing counseling agencies (list to be provided by the ERC) that describes how to access Greystar's main website and its property websites to locate property vacancies for voucher holders. The posting shall state that voucher holders are welcome, and it will describe how a voucher holder will find the rent range and types of units coming available at each property. The posting will also state that minimum income requirements only apply to the portion of rent the voucher holder is responsible for, and where the voucher covers all of a voucher holder's rent, minimum income requirements are inapplicable. The advertisement shall be updated as necessary.
15. Knowledgeable Employees: To facilitate the effectiveness of this marketing and to ensure compliance with the Housing Choice Voucher Program ("HCVP"), Greystar shall ensure that at least one employee at each of its GREP Atlantic Virginia Properties is designated as the Housing Choice Voucher liaison. This employee or employees will coordinate with the local housing authority so as to become familiar with the process for HCVP and other applicable housing subsidies and any changes regarding same. This employee or employees shall be available to answer voucher holding applicants' housing inquiries. Should the Housing Choice Voucher liaison separate from Greystar while this agreement is in effect or become unable to perform this role, Greystar shall designate someone else within thirty (30) days to become familiar with their responsibilities and fill this role. Greystar shall apprise the ERC of the identity of the Housing Choice Voucher liaison if requested.

**I. COMPLIANCE TESTING**

16. Greystar agrees to retain the ERC to conduct twenty (20) compliance tests over the term of this Agreement.
  - a. Utilizing trained ERC testers, the ERC will design and conduct telephone and/or in person testing in order to evaluate compliance with fair housing requirements by Greystar leasing and real estate management staff. The ERC will conduct testing at a GREP Atlantic Virginia Property of the ERC's choosing to ascertain the treatment afforded potential renters who fall within the protected demographics.

- b. The ERC, on behalf of itself and its testers, expressly waives any and all claims and rights of action against Greystar based upon the results of any such fair housing testing, except to enforce the Agreement. The ERC would report the test results to Greystar as soon as practicable, but no later than 45 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 a violation of federal, state or local fair housing laws has occurred and its suggested practical cure. Greystar shall have a period of 30 days to cure the 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 violation is a sufficient solution. It is understood and agreed between the Parties that by “cure” they mean to correct the offending conduct or policy or set in place a process or policy so that the offending conduct does not occur again, and do not mean to pay any money or provide any other form of consideration to the ERC or its testers regarding the violation. If the parties in good faith cannot reach an agreement, either party can seek resolution from a Court of competent jurisdiction.

**J. PRESS RELEASE**

- 17. Although this Agreement is a public document, this Agreement is subject to the confidentiality terms of this paragraph. The ERC will issue one press release regarding the resolution of this matter in the form of the attached Exhibit A which has already been reviewed by Greystar. Greystar will similarly provide any press release it intends to issue regarding this matter to the ERC for review and comment. Each party agrees to give good faith consideration to the other party’s proposed language. Each party will have 48 hours from the date of receipt of the proposed press release to comment. No other press releases shall be issued except with the mutual consent of both parties. The Parties agree that all press releases or public comments shall emphasize that ERC and Greystar have joined in a cooperative effort to enhance Greystar’s process for marketing to and qualifying HCVP and other voucher holder applicants and to better Greystar’s compliance with fair housing laws. The press releases or public statements shall not contain comments that disparage or demean the other Party or any person associated with either Party or either Party’s goals, housing activities or employees’ work.

**K. DISPUTE RESOLUTION**

- 18. If either Party believes that the other Party has failed to comply with a provision of this Agreement, the complaining Party will make a good faith effort to resolve the dispute through reasonable written notice and a meeting for discussions prior to resorting to Court action to enforce the Agreement. However, in the event of a failure by either Party to perform in a timely manner any act required by this Agreement or otherwise to act in accordance with any provision hereof, the other Party may seek to enforce this Agreement and ask a Court of competent jurisdiction to impose any remedy authorized by law or equity, including, but not

limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

**L. OTHER PROVISIONS**

19. 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.
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 email and 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:

Matthew Handley  
Handley Farah & Anderson PLLC  
200 Massachusetts Avenue, NW, 7<sup>th</sup> Floor  
Washington, DC 20001  
Telephone: 202-559-2411  
Email: mhandley@hfajustice.com

(b) For Greystar:

Kevin Sheehan  
Senior Managing Director, Real Estate  
8405 Greensboro Drive, Suite 500  
McLean, VA 22102  
Telephone: 703-677-9110  
[KSheehan@greystar.com](mailto:KSheehan@greystar.com)

With a copy to:

Michael W. Skojec  
The Skojec Law Firm  
9709 Deep Smoke  
Columbia, Maryland 21046  
Telephone: 410-207-4986  
Email: Mike@skojeclaw.net

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 and Governing Law: This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument. This Agreement shall be governed by and construed pursuant to the laws of the Commonwealth of Virginia, notwithstanding any choice-of-law rules.

[SIGNATURE PAGES TO FOLLOW]



Each Party has executed this Agreement as of the date set forth below.

Date: \_\_\_\_, 2022

**The Equal Rights Center**

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

Name: Kate Scott

Title: Executive Director

Date: \_\_\_\_, 2022

**GREP Atlantic, LLC**

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

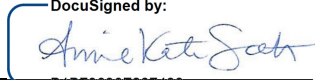
Name: Kevin Sheehan

Title: Senior Managing Director, Real Estate

Each Party has executed this Agreement as of the date set forth below.

Date: 9/1/2022

**The Equal Rights Center**

DocuSigned by:  
By:   
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Name: Kate Scott  
Title: Executive Director

Date: \_\_\_\_\_, 2022

**GREP Atlantic, LLC**

By: \_\_\_\_\_  
Name: Kevin Sheehan  
Title: Senior Managing Director, Real Estate

Each Party has executed this Agreement as of the date set forth below.

Date: \_\_\_\_\_, 2022

**The Equal Rights Center**

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

Name: Kate Scott

Title: Executive Director

Date: 9/1, 2022

**GREP Atlantic, LLC**

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

Name: Kevin Sheehan

Title: Senior Managing Director, Real Estate