

NOTICE OF RENT PAYMENT PLAN PROGRAM

Dear Tenant:

You, as tenant, and we, as landlord, are parties to a Lease, dated for the above-referenced leased premises.

Due to the pandemic of COVID-19 declared by the Mayor effective March 11, 2020, which as of the date of this Notice currently continues, a public health emergency has been declared by the Mayor of the District of Columbia, pursuant to applicable law. We understand that some tenants may be experiencing an inability to pay rent as a result of the global and local efforts to contain COVID-19. For those who have been experiencing an inability to pay rent as a result of the COVID-19 pandemic, we have adopted a Rent Payment Plan Program to provide temporary flexibility for paying rent that is now due and which will become due under the Lease, as explained in this Notice.

Our Payment Plan Program allows "Eligible Tenants" to enter into a written agreement with us to pay rent that becomes due during a Covered Time Period in installments as provided in that written agreement with us.

To be an Eligible Tenant, you must be a tenant of a residential or commercial retail property that has notified your landlord of an inability to pay all or part of your rent due to the public health emergency. "Eligible Tenant" excludes commercial retail tenants which are franchises, unless the franchise is owned by a District resident.

The Covered Time Period commences on the effective date of the declaration by the Mayor of a public health emergency [in this case, March 11, 2020] and ends one year after the Mayor declares the expiration date of the public health emergency or cessation of tenancy..

The rent eligible ("Eligible Rent") for the Payment Plan Program is gross rent that comes due during the Covered Time Period and prior to cessation of your tenancy. "Eligible Rent" includes monthly base rent and the account balance as of the expiration date of the public health emergency divided evenly over the period of the payment plan.

The application form is available online at **FASDCRENTALS.COM** or by telephone at 202 337 5080 ext 105 In order to qualify for this Payment Plan Program, you must provide to us the completed application and written documentation demonstrating financial hardship resulting directly or indirectly from the public health emergency. The application for a payment plan submitted by an Eligible Tenant must demonstrate to us evidence of a financial hardship resulting directly or indirectly from the public health emergency: (a) that is in addition to any delinquency or future inability to make rental payments in existence prior to the start of the public health emergency; and (b) that would cause the tenant to be unable to qualify to rent the unit based on utilization of the same qualification criteria that were applied to the tenant at the time he or she was approved to rent the unit. The tenant must agree in writing to make payments in accordance with the payment plan.

We reserve the right to review from time to time Eligible Tenant status and compliance with the statements in the application and supporting documentation.

Your written documentation may be communicated to us via any method normally permitted under the Lease. The determination of the sufficiency of such documentation to qualify for this Payment Plan Program is solely within our discretion. We will notify you whether your request has been approved or

disapproved.

Terms of the Payment Plan Program are:

The tenant and we will agree to the terms of the payment plan in writing, and the tenant will make payments in accordance with the terms of the payment plan. Tenants entering into a payment plan shall be required to make payments in equal monthly installments for the duration of the payment plan, unless a different payment schedule is requested by the tenant.

1. The types and amount of Eligible Rent and the length of the payment plan will be negotiated between the tenant and us. The minimum term of the payment plan is one year, unless a shorter payment plan term length is requested by the Eligible Tenant.
2. We will waive any fee or penalty arising out of entering into a payment plan (which includes any late fees).
3. The payment plan will provide that an eligible tenant does not lose any rights under the lease due to a default on the monetary amounts due during the lease period, provided that the tenant does not default on the terms of the payment plan.
4. We will not report to a credit reporting agency as delinquent the rent subject to the payment plan.
5. We will notify all tenants of the availability, terms and application process for the program.
6. We will permit a tenant with a payment plan to prepay any amounts stated in the payment plan. We will not require a tenant to provide a lump sum payment in the payment plan.
7. We will be permitted to use any security deposit, last month's prepaid rent, or other amount held by us on behalf of the tenant to satisfy amounts owed under a payment plan.
8. If a tenant enters into a payment plan and fails to make any payment or otherwise fails to comply with it, that will constitute a breach of the tenant's lease and the remedies under the lease and the law will apply, and the payment plan will be terminated.
9. For residential tenants, the Rent Administrator and the Office of Tenant Advocate may request from us (and we will provide) copies of an application for a payment plan. For commercial tenants, the Department of Consumer and Regulatory Affairs may request copies of an application for payment plan and we will provide a copy.
10. If an application is denied by us, the tenant may file a complaint with the Rent Administrator for a residential tenancy, and a commercial retail tenant may file a complaint with the Department of Consumer and Regulatory Affairs.
11. We will maintain a copy of all payment plan applications for a minimum of three years.

Applying for participation in a payment plan should be given your consideration. If you have any questions, please contact Wendy at receivables@fredasmith.com

Sincerely,
Fred A Smith Company