

**AMENDMENT TO PARKSIDE COMMUNITY BENEFITS AGREEMENT
PARCELS 8, 9, 10, 11**

This AMENDMENT TO PARKSIDE COMMUNITY BENEFITS AGREEMENT (this “**Amendment**”) is provided as of this ____ day of June, 2017, by PARKSIDE RESIDENTIAL, LLC (“**Parkside**”).

- A. Parkside provided the original Community Benefits Agreement on March 31, 2017.
- B. Following consultations with ANC 7D, Parkside determined that the Community Benefits Agreement should be amended to incorporate additional commitments to address the following community concerns.

Upon Zoning Commission approval of the Project and publication of a final order and expiration of any applicable appeal period with respect to the Project, Parkside shall use reasonable and good faith efforts to undertake the following:

1. **Jobs Amendment.** Parkside intends to supplement paragraph #4 of the Community Benefits Agreement to expand its employment commitment. Prior to issuance of a certificate of occupancy, Parkside shall use, or direct the managers of its office, residential and retail space to use, reasonable good faith efforts to select permanent new hires from among qualified residents of Ward 7. These positions may include, but are not limited to, marketing and leasing positions, facilities management positions, maintenance and building engineering positions, and janitorial and grounds keeping positions. Parkside shall advertise these job opportunities on its website, the ANC’s website, community message boards, project signage and through referral partners, as applicable, in each case providing clear instructions for how to apply and who to contact for information about such jobs and opportunities. Parkside shall provide the ANC with a written update on the number of Ward 7 residents hired for permanent positions within 6 months of receipt of the Certificate of Occupancy for the Project.
2. **Retail Meetings & Process.** Parkside shall hold quarterly meetings with a Retail Working Group to discuss the status of Parkside’s efforts to market and lease approved retail spaces in the Project. As part of the quarterly meetings, Parkside shall provide the Retail Working Group copies of all market studies, reports and marketing material for the Project for review and comments. The Retail Working Group members agree to keep confidential work product and information regarding the leasing effort and potential retail operators provided by Parkside. The Retail Working Group shall be comprised of no more than 8 individuals to include the Single Member District representative for the Project, a member of the Parkside Civic Association, and a representative of Parkside. The remaining members of the group are to be determined by the ANC Single Member District representative from within the community. These meetings will terminate once the retail spaces have been 90% leased and occupied.

3. **No Further Amendments.** Nothing contained in this Amendment shall in any way alter, waive, compromise, annul, impair, vary, prejudice or otherwise affect any provision, condition, or commitment of the Community Benefits Agreement, except as expressly set forth herein, and except as expressly amended by this Amendment.
4. **Defined Terms.** Unless otherwise defined in this Amendment, all capitalized terms herein shall have the meanings assigned to them in the Community Benefits Agreement.

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