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**VOLUNTARY RELOCATION COMPENSATION AGREEMENT**

This Voluntary Relocation and Compensation Agreement ("**Agreement**") is dated as of April \_\_, 2018 and effective upon the full execution of this Agreement ("**Effective Date**"), by and between DYNAMIC DEVELOPMENT COMPANY, LLC, a California limited liability company ("**Dynamic**"), and the signatories set forth below, jointly and severally (collectively "**Tenants**"), with reference to the following facts:

**RECITALS**

A. Abdy Abdelmalak, an individual ("**Landlord**") previously leased certain real property premises commonly known as 5442 Franklin Ave., Los Angeles, California 90027 ("**Premises**") to Alberto Rivera, an individual ("**Master Tenant**"). The Premises is part of a proposed development project located at 5440-5448 Franklin Avenue, Los Angeles, California 90027 ("**Project**").

B. Dynamic is presently under contract to purchase the Premises, does not own the Premises, is not Tenants' landlord, and therefore has no legal obligation to compensate Tenants in any manner whatsoever.

C. The undersigned Tenants are subtenants of Master Tenant and have no contractual relationship with Landlord or Dynamic. Tenant hereby confirms that neither Landlord nor Dynamic were ever paid, or are now in possession, of a security deposit from Tenants.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dynamic and Tenants hereby agree as follows:

1. **Possession.** Tenants confirm that Tenants have abandoned possession of the above-referenced Premises and neither Tenants nor any other party claiming by, through or under Tenants shall have any rights whatsoever to occupy or reside in the Premises. Tenants represent that they have removed all of their personal property from the Premises and acknowledge that they do not own or claim any interest in any personal property left behind in the Premises. Tenants waive the benefit of any statutory provisions governing the treatment by a landlord of a tenant's personal property left in leased premises following the expiration of the lease.

2. **Conditions.** Dynamic's obligation to pay Tenants the sums as set forth as the "Final Payments" on the Payment Schedule attached hereto as Exhibit "A" shall be conditioned upon the following:

2.1 **Project Approval.** Dynamic shall have (i) obtained final approval from the City of Los Angeles for Dynamic's intended development of the Project, (ii) forty-five (45) days shall have elapsed after the Notice of Determination has been posted (collectively "**Project Approval**").

Date: 04/17/2018  
Submitted in PLUM Committee  
Council File No: 18-0193 # 18-0193-51  
Item No. 9 # 10  
Appellant: Susan Hunter

2.2 Non-Opposition. None of Tenants (or anyone affiliated with or acting on behalf of Tenants including, without limitation, the Los Angeles Tenants Union) shall have (i) filed any formal opposition to Dynamic's intended development of the Project, (ii) taken any action to challenge the final approval from the City of Los Angeles for Dynamic's intended development of the Project, (iii) otherwise taken any action to hinder, delay, or prevent such Project Approval.

2.3 Occupancy. None of Tenants shall have re-entered the Premises for any purpose whatsoever, except under the direct supervision of Landlord or Landlord's agent.

2.4 Tenant's Association. Within five (5) days of the full execution and delivery of this Agreement, Tenants shall deliver to Dynamic such documentation as shall demonstrate that "The Tenants Association of 5440-5448 Franklin Avenue" has been dissolved. Moreover, no new association shall be formed for any or all of 5440-5448 Franklin Avenue, Los Angeles, California 90027.

3. Compensation.

3.1 Initial Payments. Not later than three (3) business days from the full execution of this Agreement, Dynamic shall pay Tenants the sums as set forth as the "Initial Payments" on the Payment Schedule attached hereto as Exhibit "A".

3.2 Final Payments. Upon the satisfaction of the conditions set forth in Section 2, above ("**Satisfaction Date**"), Dynamic shall pay Tenants the sums as set forth as the "Final Payments" on the Payment Schedule attached hereto as Exhibit "A". All payments shall be made not later than fifteen (15) days from the Satisfaction Date.

4. Covenants, Representations and Warranties of Tenants. (a) Tenants have not and shall not allow any person not subject to this Agreement to reside in or occupy the Premises or otherwise acquire right to occupy the Premises, whether pursuant to a sublease, assignment or otherwise, (b) Tenants have freely and voluntarily entered into this Agreement in exchange for the compensation set forth above, (c) Tenants did not enter into this Agreement based upon any coercion, threats, or undue influence, (d) Tenants' execution of this Agreement is free and voluntary and is not due to any notice given pursuant to the Los Angeles Rent Stabilization Ordinance ("**RSO**") or the Ellis Act, and (e) payment of the compensation set forth above shall satisfy any and all legal obligations Landlord may have to Tenants to compensate Tenants for vacating the Premises.

5. General Release.

5.1 Tenants, on their own behalf, and on behalf of their partners, members, principals, agents, employees, predecessors, successors, assigns, heirs, representatives, officers, directors, attorneys, shareholders and corporate affiliates do hereby generally release and discharge Landlord, Dynamic, and each of their partners, members, principals, agents, employees, predecessors, successors, heirs, representatives, officers, directors, attorneys, shareholders and corporate affiliates from any and all debts, claims, demands, causes of action, liabilities, costs and attorneys' fees of whatever nature ("**Claims**"), whether anticipated or unanticipated, and whether known or unknown, which arise out of, may arise out of, or are in any way connected to the matters set forth in this Agreement, including without limitation, the Premises.

5.2 The parties hereto understand that the general release provided for herein is intended to release any and all Claims which may not be presently known to the releasing parties. In that regard, each of the parties hereto acknowledges and expressly waives the provisions of Section 1542 of the Civil Code of California which section provides as follows:

“A general release does not extend to claims which a creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

5.3 The parties hereto further understand that they have conducted their own investigation of facts relating to the matters released herein, and are not relying upon any statements, warranties, or representations of any of the other parties hereto or their agents in deciding on whether or not to execute this general release. The parties acknowledge that in the event of the discovery of different facts than they understood or assumed, the release contained herein, and the waiver of the provisions of Civil Code §1542, shall nonetheless remain in full force and effect.

5.4 The parties hereto warrant and represent to one another that none of the Claims hereby being released have been assigned, transferred, conveyed or granted in any way to any other person or entity.

5.5 The parties hereto hereby warrant and represent to one another that the execution of the general release contained herein and this Agreement in its entirety is done voluntarily and without any undue influence or duress upon or by any of the parties hereto to any of the others.

6. **Authority.** Each party hereby represents and warrants to the other party that (i) it has the full right and authority to execute and deliver this Agreement, and (ii) each person signing on its behalf is authorized to do so.

7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. Facsimile, portable document format (“.pdf”), or other copies of such signatures shall have the same effect as if originally signed.

8. **Entire Agreement.** This Agreement and the Lease contain the entire understanding and agreement of the parties concerning the subject matter hereof. All prior agreements and/or representations regarding the subject matter hereof, whether oral or written, are superseded by this Agreement. This Agreement may only be modified or amended by written instrument executed by each of the parties hereto. No waiver of any of the terms and conditions of this Agreement shall be effective unless in writing, executed by the waiving party. This Agreement shall be governed by the laws of the State of California.

9. **Effectiveness.** Preparation of this Agreement by either Dynamic or Tenants or Dynamic’s agent or Tenants’ agent and submission of same shall not be deemed an offer to amend or modify the Lease. This Agreement is not intended to be binding unless

executed and delivered to all parties hereto. Until such time, this Agreement shall not be relied upon by either party.

10. **Judicial Reference.** Any dispute between Dynamic and Tenants pursuant to the Lease or this Agreement shall, at the option of either party, be heard by a reference pursuant to the provisions of California Code of Civil Procedure Section 638 et seq., for a determination to be made which shall be binding upon the parties as if tried before a court or jury. The parties agree specifically as to the following: (i) within five (5) business days after service of a demand by a party hereto, the parties shall agree upon a single referee who shall then try all issues, whether of fact or law, and then report a finding or judgment thereon, provided that if the parties are unable to agree upon a referee either party may seek to have one appointed, pursuant to California Code of Civil Procedure Section 640, by the presiding judge of the Los Angeles County Superior Court; (ii) the compensation of the referee shall be such charge as is customarily charged by the referee for like services, and the cost of such proceedings shall initially be borne equally by the parties; provided, however, the prevailing party in such proceedings shall be entitled, in addition to all other costs, to recover its contribution for the cost of the reference as an item of damages and/or recoverable costs; (iii) if a reporter is requested by either party, then a reporter shall be present at all proceedings, and the fees of such reporter shall be borne by the party requesting such reporter and such fees shall be an item of recoverable costs, provided that only a party shall be authorized to request a reporter; (iv) the referee shall apply all California Rules of Procedure and Evidence and shall apply the substantive law of California in deciding the issues to be heard, and notice of any motions before the referee shall be given, and all matters shall be set at the convenience of the referee; (v) the referee's decision under California Code of Civil Procedure Section 644, shall stand as the judgment of the court, subject to appellate review as provided by the laws of the State of California; (vi) the parties agree that they shall in good faith endeavor to cause any such dispute to be decided within four (4) months; and the date of hearing for any proceeding shall be determined by agreement of the parties and the referee, or if the parties cannot agree, then by the referee; and (vii) the referee shall have the power to award damages and all other relief.

11. **Successors.** This Agreement shall be binding upon and inure to the benefit of Dynamic and Tenants, and their respective representatives, successors, or assigns. The parties hereto do hereby agree to execute and/or acknowledge any further or additional documents necessary to accomplish the purpose of this Agreement.

12. **Partial Invalidity.** In the event that any provision, condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction and the omission of such provision from this agreement does not materially change the parties' respective rights and obligations hereunder, that provision, condition or covenant shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained.

**IN WITNESS WHEREOF**, this Agreement has been executed as of the day and year first above written.

**TENANTS:**

\_\_\_\_\_  
MICHAEL ROSS

\_\_\_\_\_  
MARDAWEH TOMPO

\_\_\_\_\_  
SANDOR GIEBITZ

\_\_\_\_\_  
JOSHUA DIXON

\_\_\_\_\_  
ANDY F. BLAND

\_\_\_\_\_  
DARIUS LEE

\_\_\_\_\_  
RUBEN VALDEZ

\_\_\_\_\_  
ROBERT EUGENE BESSER

\_\_\_\_\_  
MARK RUSSELL

**DYNAMIC:**

DYNAMIC DEVELOPMENT COMPANY,  
LLC, a California limited liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**PAYMENT SCHEDULE**

	<b>5442 Franklin</b>	<b><u>Initial Payments</u></b>	<b><u>Final Payments</u></b>	<b><u>TOTAL</u></b>
1	Michael Ross	\$1,000.00	\$ 3,111.11	\$ 4,111.00
2	Mardaweh Tompo	\$1,000.00	\$ 3,111.11	\$ 4,111.00
3	Sandor Giebitz	\$1,000.00	\$ 3,111.11	\$ 4,111.00
4	Joshua Dixon	\$1,000.00	\$ 3,111.11	\$ 4,111.00
5	Andy F. Bland	\$1,000.00	\$ 3,111.11	\$ 4,111.00
6	Darius Lee	\$1,000.00	\$ 3,111.11	\$ 4,111.00
7	Ruben Valdez	\$1,000.00	\$ 3,111.11	\$ 4,111.00
8	Robert Eugene Besser	\$1,000.00	\$ 3,111.11	\$ 4,111.00
9	Mark Russell	\$1,000.00	\$ 3,111.11	\$ 4,111.00
	<b>TOTALS</b>	<b>\$9,000.00</b>	<b>\$28,000.00</b>	<b>\$37,000</b>