

Exhibit F

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Settlement Agreement” or “Settlement”) is entered into on July 8, 2026, by and between: (i) Plaintiff Norman Propst (“Plaintiff”), as representative of the Settlement Class (as that term is defined below); and (ii) Defendant Brookfield Properties Multifamily, LLC (“BPM”) (collectively, the “Parties”). This Settlement Agreement shall be binding upon the signature of all Parties (the “Execution Date”).

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants, promises, and general releases set forth below, the Parties hereby agree as follows:

1 RECITALS

- 1.1 BPM manages five residential apartment buildings in Washington, D.C.:
 - Guild, an apartment building with approximately 190 units located at 1346 4th St. SE, Washington, D.C. 20003 (“Guild”), where Plaintiff has resided since July 2024;
 - Estate, an apartment building with approximately 260 units located at 3 Tingey Sq. SE, Washington, D.C. 20003 (“Estate”);
 - Twelve12 Apartments, an apartment building with approximately 220 units located at 1212 4th St. SE, Washington, D.C. 20003 (“Twelve12”);
 - Foundry Lofts, an apartment building with approximately 170 units located at 301 Tingey St. SE, Washington, D.C. 20003 (“Foundry”); and
 - Vela, an apartment building with approximately 375 units located at 1300 Yards Place SE, Washington, D.C. 20003 (“Vela”).
 - Each of Guild, Estate, Twelve12, Foundry, and Vela is referred to herein as a “Property” and collectively as the “D.C. Properties.”
- 1.2 On December 11, 2024, Plaintiff filed this putative class action in the Superior Court of the District of Columbia, which BPM timely removed to the United States District Court for the District of Columbia (the “District Court”) on March 4, 2025 (the “Litigation”).
- 1.3 In its complaint in the Litigation (the “Complaint”), Plaintiff alleges, among other things, that BPM charged a putative class of tenants at Guild, Estate, Twelve12, and Foundry certain holding deposits, common area electric, gas, and trash fees, and certain service fees in contravention of various D.C. laws. Based on those allegations, Plaintiff alleges in the Litigation that BPM violated the D.C. Consumer Protection Procedures Act, D.C. Code § 28-3901 *et seq.* (the “CPPA”).

- 1.4 On March 11, 2025, BPM filed motions to: (i) dismiss the Complaint in its entirety, with prejudice, pursuant to Fed. R. Civ. P. 12(b)(1) and 12(b)(6); and (ii) strike the Complaint's class allegations in their entirety (together, the "Motions").
- 1.5 On April 11, 2025, Plaintiff opposed the Motions, and BPM replied thereafter. The Motions remain pending before the District Court.
- 1.6 BPM denies the allegations raised in the Litigation and denies any wrongdoing and any liability in connection with the claims that were or could have been asserted in the Litigation.
- 1.7 Plaintiff and his counsel have conducted an extensive examination of the facts and documents relating to the Litigation, including documents produced by BPM, and have further had an opportunity to request any additional documents from BPM or third-parties that Plaintiff and his counsel deem necessary.
- 1.8 This Settlement Agreement was reached after protracted, arm's-length negotiations over several months dating back to October 2025.
- 1.9 Plaintiff and his counsel have concluded that this Settlement Agreement provides substantial benefits to Plaintiff and to members of the Settlement Class (as that term is defined below) and resolves all issues that were or could have been raised in the Litigation, without prolonged litigation and the risks and uncertainties inherent in litigation.
- 1.10 Plaintiff and his counsel have concluded that this Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class and the consuming public.
- 1.11 BPM consents to the Settlement Agreement solely to avoid the expense, inconvenience, and inherent risk of litigation, as well as the concomitant disruption of its business operations.
- 1.12 Nothing in this Settlement Agreement shall be construed as an admission or concession by BPM of the truth of any allegations raised in the Litigation, or of any fault, wrongdoing, or liability of any kind.
- 1.13 Nothing in this Settlement Agreement shall be construed as an admission or concession by Plaintiff that the claims asserted in the Litigation are not well-founded.
- 1.14 This Settlement Agreement, its terms, documents related to it, and the negotiations or proceedings connected with it, shall not be offered or received into evidence in the Litigation, or any other action or proceeding, to establish any liability or admission by BPM.

2 DEFINITIONS

Definitions. In this Settlement Agreement capitalized terms shall have the meanings set forth below or as set forth in that portion of this Settlement Agreement where the term is first defined and designated by initial capitalization.

- 2.1 **“Agreement” or “Settlement Agreement”** means this settlement agreement and general release, including all exhibits and addenda attached hereto.
- 2.2 **“Administrator” or “Settlement Administrator”** means the neutral third-party administrator retained pursuant to this Settlement Agreement to implement notice, administration, calculation, and distribution of settlement benefits.
- 2.3 **“Attorneys’ Fee Awards”** means the attorneys’ fees and expenses awarded to Settlement Class Counsel by the District Court.
- 2.4 **“Awards”** means the monetary payments or credits distributed to Settlement Class Members from the Net Settlement Fund in accordance with this Settlement Agreement.
- 2.5 **“BPM”** means Defendant Brookfield Properties Multifamily, LLC.
- 2.6 **“BPM Release Parties”** means: (i) Brookfield Properties Multifamily, LLC, including, but not limited to, its present, former, and future parent entities, affiliates, subsidiaries, divisions, owners, members, partners, limited partners, general partners, shareholders, property managers, contractors, subcontractors, related companies, officers, directors, managers, principals, employees, agents, representatives, attorneys, accountants, auditors, consultants, experts, sureties, estates, insurers, reinsurers, predecessors, successors, and assigns; (ii) any third-party utility billing service providers utilized in connection with the D.C. Properties, including, but not limited to, Conservice, LLC, Metergy Solutions, Inc., Metergy, LLC, and their respective present, former, and future affiliates, parent entities, subsidiaries, divisions, owners, related companies, members, partners, limited partners, general partners, shareholders, principals, assigns, employees, agents, representatives, officers, directors, managers, attorneys, accountants, auditors, experts, consultants, sureties, representatives, estates, successors, predecessors, and/or insurers; and (iii) any and all owner(s) of one or more of the D.C. Properties, including, but not limited to, any present, former, and future affiliates, parent entities, subsidiaries, divisions, owners, property managers, contractors, subcontractors, related companies, members, partners, limited partners, general partners, shareholders, principals, assigns, employees, agents, representatives, officers, directors, managers, attorneys, accountants, auditors, experts, consultants, sureties, representatives, estates, successors, predecessors, insurers, and/or reinsurers.

- 2.7 **“Class Counsel”** or **“Settlement Class Counsel”** means TYCKO & ZAVAREEI LLP and MIGLIACCIO & RATHOD LLP, and the attorneys identified in this Settlement Agreement.
- 2.8 **“Class Member”** means any individual who falls within the definition of the Settlement Class.
- 2.9 **“Class Release Parties”** means Plaintiff and all Settlement Class Members and each of their related individuals and entities including, but not limited to, their respective spouses, former spouses, present, former, and future respective administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors.
- 2.10 **“Class Released Claims”** means all claims released by Plaintiff and the Settlement Class as defined in this Settlement Agreement.
- 2.11 **“Complaint”** means the operative complaint filed by Plaintiff in the Litigation.
- 2.12 **“CPPA”** means the District of Columbia Consumer Protection Procedures Act, D.C. Code § 28-3901 *et seq.*
- 2.13 **“D.C. Properties”** means, collectively, Guild, Estate, Twelve12 Apartments, Foundry Lofts, and Vela.
- 2.14 **“District Court”** means the United States District Court for the District of Columbia.
- 2.15 **“Effective Final Judgment Date”** means the date on which the Final Judgment and Order becomes final, non-appealable, or all appeals are terminated.
- 2.16 **“Escrow Agent”** means Huntington Bank.
- 2.17 **“Execution Date”** means the date on which this Settlement Agreement has been executed by all Parties.
- 2.18 **“Fairness Hearing”** means the final approval hearing conducted by the District Court pursuant to Fed. R. Civ. P. 23.
- 2.19 **“Fees”** means any and all amounts, monies, duties, levies, dues, charges, fees, costs, or payments of any kind that BPM or any third-party provider charged, levied, imposed, assessed, invoiced, accepted, received, or collected from a tenant or prospective tenant in connection with a tenant or prospective tenant applying for, entering into, maintaining, making use of, or terminating a residential lease at the D.C. Properties, regardless of how such amounts, monies, duties, levies, dues, charges, fees, costs, or payments were labeled, described, or characterized in the course of tenancy; provided, however, that Fees does not include Base Rent or Security Deposits. For the avoidance of doubt, “Fees” include, without limitation, in-unit or common area utility charges (including electric, gas, water, sewer, trash,

and stormwater) not billed directly by the utility provider (e.g., Pepco or Washington Gas), application fees, administrative or account-related charges, utility billing or service fees (including those associated with third-party providers), amenity fees, pet fees, pest control fees, termination fees, transfer or processing fees, and any other mandatory or recurring charges associated with tenancy at the D.C. Properties.

- 2.20 **“Base Rent”** means that certain amount listed as the “Monthly Rent” payment due in each Settlement Class Member’s respective residential lease agreement with BPM.
- 2.21 **“Security Deposit”** means that certain amount listed as the “Security Deposit” payment due in each Settlement Class Member’s respective residential lease agreement with BPM.
- 2.22 **“Final Judgment and Order”** means the final judgment and order approving the Settlement entered by the District Court.
- 2.23 **“Litigation”** means the action styled *Norman Propst v. Brookfield Properties Multifamily, LLC*, No. 1:25-cv-00636-JMC (D.D.C.).
- 2.24 **“Motions”** means BPM’s motions to dismiss and to strike class allegations filed in the Litigation.
- 2.25 **“Net Settlement Fund”** means the Settlement Fund minus Attorneys’ Fee Awards and Service Awards.
- 2.26 **“Notice”** means the Court-approved notice provided to Settlement Class Members regarding the Settlement.
- 2.27 **“Notice and Administration Costs”** means all costs associated with notice dissemination and settlement administration, including any notices required by 28 U.S.C. § 1715 or the District Court.
- 2.28 **“Opt-Out and Objection Date”** means the deadline by which Settlement Class Members must submit exclusion requests or objections to the Settlement.
- 2.29 **“Opt-Out Member”** means a Settlement Class Member who timely and validly submits an Opt-Out Notice.
- 2.30 **“Opt-Out Notice”** means a written or electronic request by a Class Member seeking exclusion from the Settlement Class.
- 2.31 **“Parties”** means Plaintiff and BPM, collectively.
- 2.32 **“Plaintiff”** means Norman Propst, individually and as representative of the Settlement Class.

- 2.33 “**Preliminary Approval Order**” means the order entered by the District Court granting preliminary approval of the Settlement.
- 2.34 “**Property**” means any individual residential property within the D.C. Properties.
- 2.35 “**Service Award**” means the service award paid to Plaintiff, subject to Court approval.
- 2.36 “**Settlement**” means the resolution of the Litigation embodied in this Settlement Agreement.
- 2.37 “**Settlement Class**” means the following class, which is to be certified for settlement purposes only:
- a. Any and all natural persons who executed a residential lease (including but not limited to lease renewals) with BPM for one or more of the D.C. Properties between December 11, 2021, through April 30, 2026, and were charged for Fees at any point during the period from December 11, 2021, through April 30, 2026.
 - b. For the avoidance of doubt, the Settlement Class *excludes*: (i) any corporate applicants for residency at the D.C. Properties; and (ii) any current or former tenant of the D.C. Properties, including but not limited to any tenant occupying a designated affordable housing unit at one of the D.C. Properties, who was not charged for any of the Fees.
- 2.38 “**Settlement Class Member**” means the people who qualify under the definition of the Settlement Class at the Execution Date.
- 2.39 “**Settlement Fund**” means \$1,100,000.00, representing the total monetary amount funded by BPM for settlement purposes.

3 PROPOSED SETTLEMENT CLASS FOR SETTLEMENT PURPOSES ONLY

- 3.1 BPM does not agree to certification of the Settlement Class for any purpose other than to effectuate this Settlement Agreement.
- 3.2 Pursuant to Fed. R. Civ. P. 23, the Parties agree, for settlement purposes only, that “Settlement Class Counsel” are:

F. Peter Silva II
Hassan A. Zavareei
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Ave. NW, Suite 1010
Washington, D.C. 20006

Randolph T. Chen
Jason S. Rathod

Nicholas A. Migliaccio
MIGLIACCIO & RATHOD LLP
412 H St., NE, Suite 302
Washington, D.C. 20002

- 3.3 Vacating Settlement Class Certification. The certification of the Settlement Class shall be binding only with respect to the settlement of the Litigation. In the event that the Settlement Agreement is terminated pursuant to its terms or is not approved in all material respects by the District Court, or such approval is reversed, vacated, or modified in any material respect by the District Court or any other court, the certification of the Settlement Class shall be deemed vacated, the Litigation shall proceed as if the Settlement Class had never been certified, and no reference to the Settlement Class, this Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose in this Litigation or any other action or proceeding.

4 BENEFITS TO THE SETTLEMENT CLASS

- 4.1 BPM agrees to contribute \$1,100,000.00 to a Settlement Fund.
- a. The Settlement Fund will be the sole source used to pay any and all Awards, Attorneys' Fee Awards, and/or Service Awards.
 - b. Notice and Administration Costs will not be paid from the Settlement Fund.
 - c. Within thirty days after issuance of the Preliminary Approval Order, BPM shall pay the Escrow Agent the full amount of the Settlement Fund.
 - d. At the written direction of Settlement Class Counsel, Escrow Agent shall invest the Settlement Fund exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full faith and credit of the United States Government. BPM shall not bear any responsibility for or liability related to the investment of the Settlement Fund by the Escrow Agent.
 - e. Within thirty (30) days of the later of: (a) the expiration of the time to appeal the Final Judgment and Order with no appeal having been filed; or (b) if any such appeal is filed, the termination of such appeal on terms that affirm the Final Judgment and Order or dismiss the appeal with no material modification of the Final Judgment and Order; or (c) the expiration of the time to obtain any further appellate review of the Final Judgment and Order (the latest such date being the Effective Final Judgment Date), the Settlement Administrator shall calculate the amounts to be paid from the

Settlement Fund to each Class Member pursuant to the allocation formula described in Paragraph 4.2.

- f. The Administrator will make payments to the Settlement Class Members directly by issuing paper checks to all Settlement Class Members entitled to a payment.
- g. If the Settlement Fund is not fully funded, then Plaintiff may elect to terminate the Settlement Agreement, or seek to enforce it. Should Plaintiff elect to terminate the Settlement Agreement, BPM shall not be entitled to a refund of any monies already distributed by the Settlement Administrator. Should Plaintiff choose to enforce the Settlement Agreement, Plaintiff shall be entitled to recover from BPM all attorneys' fees and any expenses incurred in enforcing the Settlement Agreement.

4.2 **Payment of Awards.** Pursuant to Paragraphs 6.1-6.6 below, Settlement Class Members shall be entitled to receive Awards solely from the Net Settlement Fund as follows:

- a. Settlement Class Members shall receive either (1) a "Base Award" or (2) an "Enhanced Award." The award a Settlement Class Member shall receive will be calculated based on the amount of Fees charged to the Settlement Class Member's apartment unit (a "Household"), and be distributed *pro rata* by the number of Settlement Class Members in the Household, to be calculated as follows.
- b. First, the Administrator shall calculate the number of Base Awardee Households and Enhanced Awardee Households as follows.
 - i. "Base Awardee Households" are defined as the number of Households who were charged Fees of under \$200 as of March 24, 2026.
 - ii. "Enhanced Awardee Households" are defined as the number of Households who were charged Fees of \$200 or greater as of March 24, 2026.
- c. Second, the Administrator shall calculate the Household Base Amount and Household Enhanced Amount amounts as follows:

Household Base Amount = (Net Settlement Fund) ÷ (Base Awardees Households + 2.5* (Enhanced Awardee Households))

Household Enhanced Amount = 2.5 * (Base Award)

- d. Third, the Administrator shall calculate each Settlement Class Member's Base Award or Enhanced Award by: (1) determining if the Settlement Class Member resided in a Base Awardee Household or Enhanced Awardee

Household; and (2) dividing the Household Base Amount or Household Enhanced Amount, as applicable, by the number of Settlement Class Members in the Settlement Class Member's Household on a *pro rata* basis.

- i. For example, a Settlement Class Member who was the sole tenant residing in a Base Awardee Household would receive the full Household Base Amount. In the case of two Settlement Class Members residing in a Base Awardee Household, the Household Base Amount would be divided by two and distributed equally between the two Settlement Class Members.
- e. Before making Award distributions, the Administrator shall record the (a) identities and contact information of all Settlement Class Members, (b) whether each Settlement Class Member resided in a Base Awardee or an Enhanced Awardee Household, and (c) the dollar amount of each Settlement Class Member's specific Award.

4.3 Manner of Award Payment.

- a. Each Settlement Class Member shall receive his or her respective Award by check.
- b. Six (6) months after the check issuance dates, the Administrator will calculate the amount of Awards that remain uncashed (the "Uncashed Awards") and the Settlement Class Members who have yet to cash their Awards. The Administrator will conduct a reasonable attempt to notify such Settlement Class Members of their Awards and reissue checks for such Awards if necessary. Any Awards that remain uncashed after twelve (12) months of the initial check issuance date shall be presumed abandoned and deposited by the Administrator in the District of Columbia Office of the Chief Financial Officer's Unclaimed Property Unit, consistent with procedures set out in D.C. Code § 41-151.01, *et seq.* The Administrator shall have the responsibility for ensuring that all statutory and regulatory requirements relating to unclaimed property are met.

4.4 The details, requirements, terms, and limits of the claims process are defined in Paragraphs 6.1-6.6 below.

4.5 **Attorneys' Fees and Costs.** The firms of TYCKO & ZAVAREEI LLP and MIGLIACCIO & RATHOD LLP will apply to the Court for the Attorneys' Fee Awards, to be paid from the Settlement Fund, to which BPM agrees not to oppose. The Attorney's Fee Awards shall be paid within seven days of Final Approval.

4.6 **Service Award for Plaintiff.** Plaintiff agrees that any Service Award for his role as class representative shall not exceed \$5,000.00, subject to District Court approval and BPM will not oppose such request. Any Service Award shall be paid from the Settlement Fund.

- 4.7 **Notice and Administration Costs.** The Parties agree that Notice and Administration Costs will not be paid from the Settlement Fund. BPM will pay all Notice and Administration Costs separately.
- 4.8 **Forward-Looking Injunctive Relief.** In addition to the Awards granted to Settlement Class Members, the Parties agree that, within ten (10) business days after the Execution Date, BPM shall update the websites and application processes for each Property to incorporate enhanced disclosures concerning the Fees, such updates and enhanced disclosures to substantially follow the forms annexed hereto as Exhibits A through E. For the avoidance of doubt, the Parties recognize and acknowledge that the enhanced disclosures in the forms annexed hereto as Exhibits A through E are intended to set BPM's minimum level of disclosures used for the D.C. Properties. Nothing in this Settlement Agreement shall prevent or otherwise impede BPM from further updating its website and application processes for each Property as needed to comply with applicable law, or to otherwise enhance the disclosures that BPM makes to current or prospective tenants of the D.C. Properties.

5 **RELEASES**

5.1 **Release by Plaintiff and the Settlement Class.**

- a. Upon the Effective Final Judgment Date, Plaintiff, each Settlement Class Member, and each of their related individuals and entities (including, but not limited to, Plaintiff's and Settlement Class Members' spouses and former spouses, and their present, former, and future respective administrators, agents, assigns, attorneys, executors, heirs, partners, predecessors-in-interest, and successors) (collectively, the "Class Release Parties"), shall forever release and discharge the BPM Release Parties from any and all rights, duties, obligations, claims, demands, actions, causes of action, damages, costs, expenses, or liabilities, whether arising under local, state, or federal law, whether by statute, contract, common law, or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, which the Class Release Parties ever had, now have, or hereafter may have against the BPM Release Parties from the beginning of time and ending seven (7) days after the Execution Date that relate to, arise from, or are in any way connected to, concerning, or touching on Fees or the pricing, charging, disclosure, or collection of any Fees ("Class Released Claims"). For the avoidance of doubt, the Class Released Claims do not include claims relating to: (i) the physical condition of a dwelling unit or common area, including claims alleging property damage, personal property damage, water intrusion, mold, structural defects, defective building systems, or other traditional habitability-related conditions that do not arise from or relate to the Fees, (ii) personal injury, bodily injury, or safety-related claims of any kind, and/or (iii) Base Rent and Security Deposits, including the return thereof. These examples are not intended to

be exhaustive, but rather to illustrate the types of claims that are unrelated to the Fees and thus fall outside the definition of the Class Released Claims.

- b. **Release of Unknown Claims.** The Class Release Parties acknowledge that they may have Class Released Claims that are currently unknown and that the release in Paragraph 5.1(a) is intended to and will fully, finally, and forever discharge all Class Released Claims whether now asserted or unasserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed or may hereafter exist, which if known, might have affected their decision to enter into this Settlement Agreement and the release therein. Each Class Release Party shall be deemed to waive any and all provisions, rights, and benefits conferred by any law of the United States, any state or territory of the United States, or any state or territory of any other country, or principle of common law or equity, which governs or limits a person's release of unknown claims. In making this waiver, the Class Release Parties understand and acknowledge that they may hereafter discover facts in addition to or different from those that are currently known or believed to be true with respect to the subject matter of the Class Released Claims, but agree that they have taken that possibility into account in reaching this Settlement Agreement and that, notwithstanding the discovery or existence of any such additional or different facts, as to which the Class Release Parties expressly assume the risk, they fully, finally, and forever settle and release any and all Class Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts. The foregoing waiver includes, without limitation, an express waiver, to the fullest extent not prohibited by law, by Plaintiff, the Settlement Class Members (including those located in California or who are California residents or citizens), and all Class Release Parties, of any and all rights under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE 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.

For the avoidance of doubt, this Release of Unknown Claims provision applies only to unknown claims that fall within the definition of the Class Released Claims, and does not apply to unknown claims that fall outside the definition of the Class Released Claims, examples of which are provided in Paragraph 5.1(a).

- c. In addition, all Class Release Parties also expressly waive any and all provisions, rights, and benefits conferred by any law or principle of common law or equity, that are similar, comparable, or equivalent, in whole or in part, to California Civil Code Section 1542, that are related to the Class Released Claims.

5.2 **Forbearance by BPM.** Notwithstanding anything to the contrary in this Settlement Agreement, BPM agrees that it shall not seek in any lawsuit, eviction proceeding, or other legal proceeding against any Settlement Class Member any Fees (as defined herein) that were first charged or invoiced on or before January 31, 2026. For the avoidance of doubt, nothing in this Paragraph 5.2 shall:

- a. Limit or impair BPM's ability to initiate or sustain any lawsuit, eviction proceeding, or other legal proceeding based on nonpayment of Base Rent;
- b. Limit or impair BPM's ability to initiate or sustain any lawsuit, eviction proceeding, or other legal proceeding based on nonpayment of Fees first charged, invoiced, or incurred after January 31, 2026;
- c. Limit or impair BPM's ability to seek recovery of Fees first charged, invoiced, or incurred before January 31, 2026, so long as BPM does not initiate any lawsuit, eviction proceeding, or other legal proceeding against the Settlement Class Member in connection therewith; or
- d. Limit or impair BPM's ability to enforce residential lease obligations unrelated to the Fees.

6 **SETTLEMENT ADMINISTRATION**

- 6.1 **Settlement Administrator.** With the consent of Settlement Class Counsel, which shall not be unreasonably withheld, BPM's counsel will retain a Settlement Administrator after soliciting two competitive bids. The Settlement Administrator will work under the direction of Settlement Class Counsel and BPM's counsel to, among other things, establish a Notice Plan and a settlement website to help administer the Settlement (the "Settlement Website").
- 6.2 **Class and CAFA Notice.** Not later than ten (10) days after Settlement Class Counsel files their motion for preliminary approval of the Settlement, the Settlement Administrator shall cause the notices required by 28 U.S.C. § 1715 to be issued pursuant to the terms of said statute. As soon as practicable after entry of the Preliminary Approval Order, the Settlement Administrator shall cause notice to issue to the Settlement Class consistent with an agreed upon notice plan (the "Notice").
- 6.3 **Notice Plan:** The Administrator will develop a Notice Plan that provides for direct mail postcard notice and email notice to each Settlement Class Member. The

notices shall inform each Settlement Class Member of their rights to opt-out and to object.

6.4 **Opt-Out Process.** Any Class Member who wishes to opt out of the Settlement Class must electronically submit an exclusion request on the Settlement Website no later than the Opt-Out and Objection Date (as that term is defined below), or mail to the Settlement Administrator a request for exclusion that is post-marked no later than the Opt-Out and Objection Date. The request for exclusion must be signed (or electronically signed) by the Class Member requesting exclusion and contain all of the following: (a) full name; (b) current address, current telephone number, and email address(es) which the Class Member used in connection with their application to lease an apartment at one of the D.C. Properties; and (c) a statement that indicates the Class Member's desire to be excluded from the Settlement Class (the "Opt-Out Notice"). A Class Member may opt out of the Settlement Class on an individual basis only. Any "mass" or "class" opt-outs, whether filed by third parties on behalf of a "mass" or "class" of Settlement Class Members or multiple Settlement Class Members where a personal statement has not been signed (or electronically signed) by each and every individual Class Member in strict compliance with this provision, shall not be permitted and shall not be recognized by the Settlement Administrator.

- a. "Opt-Out and Objection Date" means the date by which a request for exclusion must be filed with the Settlement Administrator in order for a putative member of the Settlement Class to be excluded from the Settlement Class, and the date by which Settlement Class Members must timely file objections, if any, to the Settlement in order to preserve any right or ability to object to the Settlement. The Opt-Out and Objection Date shall be set at least thirty-five (35) days after the filing (and posting to the Settlement Website) of any motion requesting an Attorneys' Fee Award.
- b. Except for those Settlement Class Members who timely and properly file a request for exclusion from the Settlement Class (each, an "Opt-Out Member"), all Class Members shall be deemed Settlement Class Members for all purposes under this Settlement Agreement and will be bound by its terms, including releasing the Class Released Claims.
- c. Any Opt-Out Member shall not: (a) be bound by any orders or judgments entered in the Litigation or relating to the Settlement; (b) be entitled to relief under, or be affected by, the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to object to or appeal from the Settlement.

6.5 **Determination of Validity.** The Settlement Administrator shall be responsible for reviewing all Opt-Out Notices to determine their validity.

- a. Any Opt-Out Notice that is not substantially in compliance with the terms of Paragraph 6.4, or is post-marked or submitted online later than the Opt-

Out and Objection Date set by the Court in the Preliminary Approval Order, shall be rejected.

- b. The Settlement Administrator shall provide Settlement Class Counsel and BPM's counsel with a list of all Opt-Out Members within seven (7) days of the Opt-Out and Objection Date.

6.6 **Payment of Claims.** No payments shall be made until the Settlement Fund is fully funded by BPM in accordance with Paragraph 4.1 of this Settlement Agreement. Upon full funding of the Settlement Fund, the Settlement Administrator shall disburse all payments in accordance with this Settlement Agreement.

7 **SETTLEMENT APPROVAL PROCESS**

7.1 **Preliminary Approval Order.** The Parties agree to petition the Court presiding in the Litigation captioned *Norman Propst v. Brookfield Properties Multifamily, LLC*, No. 1:25-cv-00636-JMC (D.D.C.) promptly after execution of this Settlement Agreement for an order preliminarily approving the Settlement Agreement (the "Preliminary Approval Order"). A copy of the form of the proposed Preliminary Approval Order agreed to by the Parties is attached as Exhibit F hereto. The Preliminary Approval Order shall provide, among other things, that:

- a. The Settlement proposed in this Settlement Agreement has been negotiated at arm's length and its adequacy is such that the Settlement falls within the range necessary for possible final approval;
- b. Subject to the Court's consideration of additional evidence at the Fairness Hearing (as that term is defined below), and based on the documents submitted to the Court in connection with the motion for the Preliminary Approval Order, the Notice and the proposed plan for giving notice fully complies with the requirements of Fed. R. Civ. P. 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of this Settlement;
- c. The Settlement Class is conditionally certified, with Plaintiff serving as class representative, and the attorneys and law firms listed above serving as Settlement Class Counsel, on the condition that the Settlement Class certification shall be automatically vacated if the Settlement is terminated or is disapproved in whole or in part by the District Court or any appellate court, or any of the Parties pursuant to the terms of this Settlement Agreement;
- d. A final hearing on the Settlement proposed in this Settlement Agreement shall be held before the District Court to determine whether the proposed Settlement is fair, adequate, and reasonable, and whether it should be approved by the District Court ("Fairness Hearing");

- e. In further aid of the District Court's jurisdiction to implement and enforce the proposed Settlement, Plaintiff and the Settlement Class Members shall be preliminarily enjoined and barred from commencing or prosecuting any action asserting any of the Class Released Claims, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any court or other tribunal (such as arbitration); and
- f. In accordance with 28 U.S.C. § 1715(d), the Fairness Hearing shall take place not less than 140 days after the Motion for Preliminary Approval is filed.

7.2 Right to Comment or Object. Any Member of the Settlement Class may comment in support of or in opposition to the Settlement and may do so in writing, in person, or through counsel, at his or her own expense, at the Fairness Hearing. Except as the District Court may order otherwise, no Settlement Class Member objecting to the Settlement shall be heard and no papers, briefs, pleadings, or other documents submitted by any such Class Member shall be received or considered by the District Court unless such Class Member files with the District Court and mails to Settlement Class Counsel and BPM's counsel a written objection with the caption *Norman Propst v. Brookfield Properties Multifamily, LLC*, No. 1:25-cv-00636-JMC (D.D.C.), that includes: (a) the Settlement Class Member's name, address, and telephone number; (b) a signed statement that he or she is a Class Member; (c) the grounds for the objection to the Settlement; (d) a notice of intention to appear (if any) that lists the name, address, and telephone number of the attorney, if any, who will appear; and (e) the captions of all other class action settlements to which that Settlement Class Member has previously objected. All written objections shall be filed and post-marked no later than forty-five (45) days after the first Notice is published. Any Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall forever be barred from making any such objections in this Litigation or in any other action or proceeding. While the statement described above is *prima facie* evidence that the objector is a Class Member, Plaintiff or BPM, or both, may take discovery regarding the matter.

7.3 Final Judgment and Order. If this Settlement Agreement is preliminarily approved by the District Court, the Parties shall each request at the Fairness Hearing that the District Court enter the Final Judgment and Order. The Fairness Hearing shall be held no earlier than fourteen (14) days after the Opt-Out and Objection Date, and no earlier than one hundred and ten (110) days after the Motion for Preliminary Approval is filed. A copy of the form of the proposed Final Judgment and Order agreed to by the Parties is attached hereto as Exhibit G. The Final Judgment and Order shall provide, among other things, that:

- a. The Notice fully complied with the requirements of Fed. R. Civ. P. 23 and due process, constituted the best notice practicable under the circumstances,

and was due and sufficient notice to all persons entitled to notice of this Settlement;

- b. The Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class;
- c. The Class Released Claims are dismissed with prejudice as to all BPM Release Parties, without fees or costs except as provided in this Settlement Agreement; and
- d. Plaintiff and all Settlement Class Members are permanently enjoined and barred from commencing or prosecuting any action asserting any of the Class Released Claims.

7.4 Option to Withdraw. Either BPM or Settlement Class Counsel, on behalf of the Settlement Class, shall have the option to withdraw from the Settlement Agreement, and thereby render this Settlement null and void, if (a) any Party breaches any material provision of the Settlement Agreement or the Preliminary Approval Order, or fails to fulfill any material obligation hereunder or thereunder; (b) the Court fails to give final approval to any portion of the Settlement Agreement or any aspect of the Settlement; or (c) upon such other grounds as may be agreed by the Parties or permitted by the Court. Any election made by a Party to terminate this Settlement Agreement pursuant to this Paragraph shall be made in writing (which may be by e-mail or facsimile) no later than seven (7) days prior to the Fairness Hearing.

7.5 Effect of Withdrawal/Rejection. In the event that the Settlement Agreement is not approved by the Court or the Settlement Agreement is terminated in accordance with its terms, the Parties will seek in good faith to revise the Settlement Agreement as needed to obtain Court approval, provided, however, that no party may use subsequent legal developments or other intervening events, other than decision(s) denying or reversing approval of the Settlement Agreement, as justification for renegotiating the Settlement. Failing this, (a) the Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the District Court so as to avoid prejudice to any Party or litigant, which extension shall be subject to the decision of the District Court; (b) BPM will still bear any Notice and Administration Costs through the date of termination, and (c) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement, including certification of the Settlement Class for settlement purposes only, shall be treated as vacated, *nunc pro tunc*. The Parties reserve all rights regarding class certification in the event of withdrawal or rejection, including BPM's right to oppose any motion for class certification on any and all factual and legal grounds in this or any other action. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of any

Attorneys' Fees Award to Settlement Class Counsel shall constitute grounds for cancellation or termination of the Settlement Agreement. To the extent this Settlement Agreement does not become a Final Judgment and Order, BPM will be entitled to the return of any amounts not already incurred by the Administrator.

8 MISCELLANEOUS PROVISIONS

- 8.1 **Interpretation.** This Settlement Agreement contains the entire agreement among the Parties hereto and supersedes any prior discussions, agreements, or understandings among them. All terms are contractual. For the purposes of construing or interpreting this Settlement Agreement, the Parties agree that it is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.
- 8.2 **Binding Effect.** The terms of this Settlement Agreement are and shall be binding upon each of the Parties hereto, their administrators, agents, assigns, attorneys, executors, heirs, partners, representatives, predecessors-in-interest, and successors, and upon all other persons claiming any interest in the subject matter hereto through any of the Parties hereto including any Settlement Class Members.
- 8.3 **Headings.** The headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.
- 8.4 **No Rescission on Grounds of Mistake.** The Parties acknowledge that they have made their own investigations of the matters covered by this Settlement Agreement to the extent they have deemed it necessary to do so. Therefore, the Parties agree that they will not seek to set aside any part of the Settlement Agreement on the grounds of mistake. Moreover, the Parties understand, agree, and expressly assume the risk that any fact not recited, contained, or embodied in this Settlement Agreement may turn out hereinafter to be other than, different from, or contrary to the facts now known to them or believed by them to be true, and further agree that the Settlement Agreement shall be effective in all respects notwithstanding and shall not be subject to termination, modification, or rescission by reason of any such difference in facts.
- 8.5 **Amendment.** This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties or their counsel. Amendments and modifications may be made without notice to the Settlement Class unless notice is required by law or by the District Court.
- 8.6 **Integration of Exhibits.** The exhibits to this Settlement Agreement are an integral and material part of the Settlement and are hereby incorporated and made a part of this Settlement Agreement.
- 8.7 **Jurisdiction.** The District Court shall retain jurisdiction over the interpretation, implementation, enforcement, and performance of the Settlement Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising

out of or relating to this Settlement Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The District Court shall retain jurisdiction with respect to the administration, interpretation, consummation and enforcement of the Settlement Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Settlement Agreement. The District Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the District Court for this purpose.

- 8.8 **No Admission.** Neither this Settlement Agreement, nor any of its provisions, nor any of the documents (including, but not limited to drafts of the Settlement Agreement, the Preliminary Approval Order, or the Final Judgment and Order), negotiations, or proceedings relating in any way to the Settlement, shall be construed as or deemed to be evidence of an admission or concession by any person, including BPM, and shall not be offered or received in evidence, or subject to discovery, in this or any other action or proceeding except in an action brought to enforce its terms or except as may be required by law or Court order. The provisions of this Paragraph shall become effective when this Settlement Agreement has been signed by the Parties and shall be binding on the Parties and their counsel regardless of whether the Settlement Agreement is approved by this Court or any other court and regardless of whether the Settlement Agreement is otherwise rendered null and void.
- 8.9 **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the internal laws of the District of Columbia, without regard to any conflicts of law provisions or principles.
- 8.10 **Counterparts.** This Settlement Agreement may be executed in counterparts, and may be executed by facsimile, PDF, or DocuSign, and as so executed shall constitute one agreement.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

BROOKFIELD PROPERTIES MULTIFAMILY, LLC



Susan O'Brien
Senior Vice President and Secretary

Date: July 7, 2026

COUNSEL FOR BROOKFIELD PROPERTIES MULTIFAMILY, LLC



Benjamin E. Horowitz
Venable LLP
600 Massachusetts Avenue, NW
Washington, DC 20001

Date: July 9, 2026

PLAINTIFF NORMAN PROPST



box SIGN 4WJRKY7Z-1JZ6XPWL

Norman Propst

Date: Jul 9, 2026

ON BEHALF OF PLAINTIFF IN THE LITIGATION

F. Peter Silva II
box SIGN 422VYXLX-423QLQPV

Date: Jul 9, 2026

F. Peter Silva II
Hassan A. Zavareei
TYCKO & ZAVAREEI LLP
2000 Pennsylvania Ave. NW, Suite 1010
Washington, D.C. 20006

Randolph T. Chen
Jason S. Rathod
Nicholas A. Migliaccio
MIGLIACCIO & RATHOD LLP
412 H St., NE, Suite 302
Washington, D.C. 20002



Signing Log

Document ID: 1JZ6XPWL

Signed document security hash: 36395a5b32bfa51cc15e05f8ffd2c82c823459557cd9eb7b8564494048dd099c

Disclosure:

Disclosure document (attached) has been presented to and accepted by all signers indicated below.

Sender: Lucia Gurrieri (lgurrieri@tzlegal.com)

Document name: 2026.07.08 Propst-BPM Settlement Agreement (1).pdf
 Request initiated on: Jul 08, 2026, 03:25:52:743 p.m. (UTC)
 Notification Email Subject: Settlement Agreement - Propst v. Brookfield
 Notification Email Message:

Hello Mr. Propst,

I hope this email finds you well. Attached is the finalized Settlement Agreement and General Release between the Parties of Propst v. Brookfield Properties Multifamily LLC. Please read through the agreement and add your e-signature to the signature box located on page 19, as well as the date to the signature date box besides it.

If you have any questions or issues accessing the [Box.com](https://box.com) link, please let me know. Thank you for your time.

Best,
 Lucia Gurrieri

IP address: 38.140.146.43
 User agent: Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/150.0.0.0 Safari/537.36
 Document revised: Jul 08, 2026, 08:57:23:612 p.m. (UTC)

Signer: normanpropst@yahoo.com

Accessed via emailed link sent to:
 Signature added, 2026.07.08 Propst-BPM Settlement Agreement (1).pdf, page 19:

normanpropst@yahoo.com

Norman Propst
 box SIGN 4WJRKY7Z-1JZ6XPWL

Text added, 2026.07.08 Propst-BPM Settlement Agreement (1).pdf, page 19:

Jul 9, 2026

IP address:
 User agent:

2600:387:15:3e10::9
 Mozilla/5.0 (iPhone; CPU iPhone OS 18_7 like Mac OS X) AppleWebKit/605.1.15 (KHTML, like Gecko) Version/26.5 Mobile/15E148 Safari/604.1

Document Signed:
 Signature frame id:

Jul 09, 2026, 07:16:11:982 p.m. (UTC)
 4WJRKY7Z-1JZ6XPWL

Gets a copy: Lucia Gurrieri (lgurrieri@tzlegal.com)



Disclosure

Please read this *Electronic Record and Signature Disclosure* ("Disclosure") carefully. It contains important information.

In this Disclosure:

- "We," "us," and "our" means the person or organization using the Box Sign Service to present you with Communications to review and/or sign, and our current and future affiliates and assignees (if any). Box, Inc., and its affiliates are not parties to this Disclosure unless Box, Inc., or one of its affiliates is the party using the Box Sign Service to present these Communications to you.
- "You" and "your" means to the person giving consent to the use of electronic signatures and records.
- "Communications" mean all the documents and information we provide to you through the Box Sign Service to review, or that you use the Box Sign Service to sign or submit or agree to at our request, which are related to your Transaction. Communications include but are not limited to disclosures, notices, agreements, promissory notes, statements, undertakings, and other information.
- "Box Sign Service" means the Box electronic signing platform you are using to electronically review and sign Communications.
- "Transaction" means the consumer or business transaction for which you are reviewing and signing Communications using the Box Sign Service.

From time to time, we may be required by law to provide you with certain information related to the Transaction "in writing" – which means you have a right to receive that information on paper. However, with your consent, we may provide this information to you electronically instead. We also need your general consent to use electronic records and signatures.

Your electronic signature on Communications presented and signed through the Box Sign Service will be just as enforceable as a handwritten signature on a paper document.

1. Scope of Your Consent

This Disclosure applies to all Communications that we may provide to you through the Box Sign Service. Your consent to the use of electronic signatures and records does not mean that we are required to complete any Transaction or provide any Communication to you electronically. We may, at our option, complete any Transaction and deliver any Communication to you on paper, and require you to execute any Communication manually, should we choose to do so.

2. Keeping and Obtaining Paper Copies

You will have the opportunity to print out and retain a copy of all the Communications you review or sign at our request through the Box Sign Service. You have a right to obtain paper copies of any information we are required to provide you "in writing." The Box Sign Service gives you the opportunity to print copies of Communications you review and/or sign. You may also request a paper copy of any Communication by contacting us at the customer service contact information associated with the Transaction, provided that you provide us with sufficient information to identify the Transaction and the Communications you are requesting. We may charge you a service fee for any paper copies that you request. Any service fee for paper copies you request will be disclosed to you before you are charged.

3. System Requirements

To review and sign Communications electronically using the Box Sign Service, you must have:

- An Up-to-Date Version (defined below) of an Internet browser we support (more information about the browsers we support can be found at: <https://support.box.com/hc/en-us/articles/360043696234-Understand-the-Box-Policy-For-Browser-And-OS-Support>,
- A connection to the Internet,
- An Up-to-Date Version of an email management program, and
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage and an Up-to-Date Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader) if you wish to retain and later view records in electronic form.

You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.



By "Up-to-Date Version," we mean a version of the software that is being supported by its publisher on the date of your Transaction. Beta versions of software are not supported.

4. How to Withdraw Your Consent

If you decide to withdraw your consent to the use of electronic signatures and records before you complete the Transaction, you may do so by:

- Selecting "*Decline Request*" in the Box Sign Service in the menu under the ellipsis displayed in the upper right corner of the screen presenting the Communication to you for signing, or by
- Contacting our customer representative assisting you with this Transaction before finishing the signing process.

If you withdraw your consent before your Transaction is complete, you will be unable to proceed electronically. You may be required to restart the Transaction via paper, or you may be unable to complete the Transaction at all.

Your withdrawal of consent does not affect any other consent you give us at any other time to use electronic records and signatures. Withdrawing consent also does not affect any agreement you make in the Communications, or any other agreement with us, to use electronic records and signatures in the future.

5. Updating Contact Information

You may update your contact information with us at any time by:

- Notifying our customer service representative assisting you,
- Calling us at the customer service contact information associated with your Transaction, or
- Using any online process we make available to you for updating contact information.

6. Consent and Acknowledgment

By checking the box indicating your agreement to use electronic records and signatures, you are:

- Acknowledging that you have read and understand this Disclosure;
- Consenting to use electronic signatures and records in connection with communications we provide to you through the Box Sign Service;
- Representing and warranting that you are authorized to give consent on behalf of both yourself and any other person entering into the Transaction along with you or on your behalf; and
- Confirming that you are able to receive, access, and view the information presented electronically via the methods described above.



Signing Log

Document ID: 423QLQPV

Signed document security hash: a3a57fc03e7608b9bc21d96e359a6de2a2d7a0fb9ce1fe974966280d07b71669

Disclosure:

Disclosure document (attached) has been presented to and accepted by all signers indicated below.

Sender: Peter Silva (psilva@tzlegal.com)

Document name:

2026.07.08 Propst-BPM Settlement Agreement (1) (1).pdf

Created on:

Jul 09, 2026, 07:48:46:303 p.m. (UTC)

Signer: Peter Silva (psilva@tzlegal.com)

Logged in to Box account at time of signing:

psilva@tzlegal.com

Signature added, 2026.07.08 Propst-BPM Settlement Agreement (1) (1).pdf, page 20:


box SIGN 422VYXLX-423QLQPV

Text added, 2026.07.08 Propst-BPM Settlement Agreement (1) (1).pdf, page 20:

Jul 9, 2026

IP address:

70.134.212.207

User agent:

Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/150.0.0.0 Safari/537.36

Document Signed:

Jul 09, 2026, 07:49:55:428 p.m. (UTC)

Signature frame id:

422VYXLX-423QLQPV



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- A connection to the Internet,
- An Up-to-Date Version of an email management program, and
- A computer and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage and an Up-to-Date Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader) if you wish to retain and later view records in electronic form.

You must also have an active email address.

In some cases, you may also need a specific brand or type of device that can support a particular software application, including an application intended for particular mobile or handheld devices.



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- Consenting to use electronic signatures and records in connection with communications we provide to you through the Box Sign Service;
- Representing and warranting that you are authorized to give consent on behalf of both yourself and any other person entering into the Transaction along with you or on your behalf; and
- Confirming that you are able to receive, access, and view the information presented electronically via the methods described above.

FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND GENERAL RELEASE

This First Amendment to Settlement Agreement and General Release (the “Amendment”) is entered into as of August 3, 2026, by and between Plaintiff Norman Propst (“Plaintiff”), on behalf of himself and the Settlement Class, and Defendant Brookfield Properties Multifamily, LLC (“BPM”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties entered into a Settlement Agreement and General Release dated July 8, 2026 (the “Settlement Agreement”) resolving the litigation styled *Norman Propst v. Brookfield Properties Multifamily, LLC*, No. 1:25-cv-00636-GMH (D.D.C.);

WHEREAS, Section 8.5 of the Settlement Agreement provides that the Settlement Agreement may be amended by a written instrument signed by the Parties or their counsel;

WHEREAS, the Parties desire to clarify the methodology set forth in Paragraph 4.2 for calculating Awards, consistent with the Parties’ negotiations and original agreement, without changing the Settlement Fund, the Settlement Class, the consideration exchanged by the Parties, or any other material term of the Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in the Settlement Agreement, the Parties agree as follows:

1. Amendment to Paragraph 4.2. Subparagraphs 4.2(a) and 4.2(b) of the Settlement Agreement are hereby deleted in their entirety and replaced with the following:

4.2(a). Settlement Class Members shall receive either (1) a “Base Award” or (2) an “Enhanced Award.” The award a Settlement Class Member shall receive will be calculated based on the amount charged to the Settlement Class Member’s apartment unit (a “Household”). For purposes of

determining whether a Household qualifies as a Base Awardee Household or an Enhanced Awardee Household under this Paragraph 4.2, the Administrator shall use the fee data compiled by BPM reflecting certain fees charged to Households for the period from December 1, 2021 through March 24, 2026, and provided to Settlement Class Counsel during the Parties' settlement negotiations (the "Allocation Data"). The Administrator shall make a Household's Allocation Data available upon request by a member of a Household. Awards shall then be distributed on a pro rata basis among the Settlement Class Members residing in the same Household, as provided below.

4.2(b). First, the Administrator shall determine each Household's classification using the Allocation Data, as follows:

- i. "Base Awardee Households" means Households having been charged less than \$200 as reflected in the Allocation Data.
- ii. "Enhanced Awardee Households" means Households having been charged more than \$200 as reflected in the Allocation Data.

2. Clarification Only. The Parties acknowledge and agree that this Amendment is intended solely to clarify the agreed methodology for calculating Awards under Subparagraphs 4.2.a. and 4.2.b. This Amendment does not modify the Settlement Fund, the Settlement Class, the consideration exchanged by the Parties, the scope of the releases, or any other material provision of the Settlement Agreement.

3. Ratification. Except as expressly amended by this Amendment, the Settlement Agreement remains unchanged and in full force and effect, and is hereby ratified and confirmed in all respects.
4. Counterparts. This Amendment may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.



Plaintiff Norman Propst



Susan O'Brien, SVP and Secretary

Defendant Brookfield Properties Multifamily, LLC

/s/ Randolph T. Chen

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Jason S. Rathod
Nicholas A. Migliaccio
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Brookfield Properties Multifamily, LLC*