**Assignment of TOPA Rights**

THIS ASSIGNMENT, made on the \_\_\_ day of \_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tenants Name (“Assignor”) Owners Name (“Assignee”), hereby provides as follows:

**RECITALS**

WHEREAS, the Assignor is a tenant in Apartment \_\_\_\_ of the property commonly known as 3927 9th Street NE Washington DC 20017 (“the Property”) by virtue of a lease dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and all subsequent lease amendments, renewals and extensions (“the Lease”); and

WHEREAS, the Assignor has been made aware of the intent of OWNER\_\_\_ (hereinafter the “Owner”), to sell the Property and has received an Offer of Sale from the Owner in accordance with Title IV of D.C. Law 3-86, “RENTAL HOUSING CONVERSION AND SALE ACT OF 1980” and as amended (hereinafter “TOPA”), said Offer of Sale having been received and/or posted on May 8, 2023; and

WHEREAS, the Assignor desires to assign to the Assignee all of his rights under the Offer of Sale and his Opportunity to Purchase and Right of First Refusal under TOPA, declaring affirmatively hereby that Assignor does not seek to acquire the Property, in exchange for the consideration herein recited.

NOW THEREFORE, in consideration of a giving a credit towards rent for any rent owed at time of signing, for the total amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and 00/100 Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), and other consideration satisfactory to the Assignor in his/her sole discretion, the parties agree as follows:

1. Assignor voluntarily and irrevocably assigns, transfers and conveys to Assignee all of his rights, title and interest in the Property of the Assignor as established under TOPA, including but not limited to all of his rights under the Offer of Sale and his Opportunity to Purchase and Right of First Refusal.
2. Assignee hereby accepts and assumes the Assignment and agrees to all of the terms and provisions of the Assignment.
3. Assignor represents and warrants to Assignee that Assignor had the opportunity to consult with an attorney or advisor of Assignor’s choice about this Assignment and that Assignor understands the meaning and legal effect of this Assignment.
4. Assignor acknowledges that Assignor has been made aware of the Owner’s intent to sell the Property and has received notice of the sale in accordance with TOPA, including, without limitation, copies of any and all applicable third-party contracts for the purchase of the Property.
5. Assignor represents and warrants to Assignee that Assignor has not previously assigned to another party any rights, title and interest of Assignor in and to the Property under TOPA.
6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. This Assignment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, Assignor/Tenant

Printed Name:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, Assignor/Tenant

Printed Name:

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to wit:

I the undersigned, a Notary Public in and for the jurisdiction aforesaid hereby certify that **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, who is/are personally well known to me as the person(s) who executed the foregoing, personally appeared before me within said District and acknowledge the said Agreement to be their act and deed.

Given under my hand and seal this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature, Assignee

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