
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): November 10, 2025

ELME COMMUNITIES
(Exact name of registrant as specified in its charter)

Maryland
(State of incorporation)

001-06622
(Commission File Number)

53-0261100
(IRS Employer Identification Number)

7550 WISCONSIN AVE, SUITE 900, BETHESDA, MD 20814
(Address of principal executive office) (Zip code)

Registrant's telephone number, including area code: (202) 774-3200

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Shares of Beneficial Interest	ELME	NYSE

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On November 10, 2025, Elme Communities (the “Company”) and Susan Gerock, Senior Vice President and Chief Information Officer, agreed to a mutual separation, pursuant to which Ms. Gerock resigned from all positions she held with the Company effective as of November 14, 2025 (the “Effective Date”). In connection with her resignation, on November 14, 2025, the Company and Ms. Gerock entered into a Separation Agreement and Release of Claims (the “Separation Agreement”) providing for her resignation as of the Effective Date. Provided Ms. Gerock does not revoke the Separation Agreement during a seven-day revocation period, and subject to her compliance with its terms, the Separation Agreement also provides for the payment of the termination benefits contemplated under her Change in Control Agreement, dated February 2, 2022, as amended, including 24 months of base salary continuation; annual bonus payments for the period in which she receives base salary continuation (based on her prior three-year average and pro-rated for any partial year); and up to 18 months of COBRA premiums paid for by the Company. In exchange for the separation benefits to be provided to her, Ms. Gerock will agree to a general release of claims and other customary provisions, including confidentiality, cooperation in transition, and the return of Company property.

The foregoing description is qualified in its entirety by reference to the full text of the Separation Agreement which is filed as Exhibit 10.1 and is incorporated by reference.

Item 7.01 Regulation FD Disclosure

As previously disclosed, following the closing of the sale of 19 multifamily assets by Elme Communities (the “Company”) to an affiliate of Cortland Partners, LLC (the “portfolio sale”) and the adoption of the Company’s plan of sale and liquidation, the Company expects to begin and continue, as appropriate, downsizing its workforce with a focus on retaining an appropriate level of personnel with the necessary skill set commensurate with the reduced size of the Company, including those executive officers and other key personnel necessary for the continued operation of the Company’s remaining assets and completion of the wind-down activities. This downsizing is expected to affect both officers and other employees.

As of November 14, 2025, after giving effect to this workforce reduction, as well as the transfer of employment of property-level employees in connection with the portfolio sale, the Company has approximately 117 employees, including approximately 73 persons engaged in community management functions.

This information is being furnished pursuant to Item 7.01 of Form 8-K. This information shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934 (the “Exchange Act”), or otherwise subject to liabilities of that section, and is not incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Forward-Looking and Cautionary Statements

Certain statements in press release are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995 and involve risks and uncertainties. Forward-looking statements relate to expectations, beliefs, projections, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. In some cases, you can identify forward looking statements by the use of forward-looking terminology such as “may,” “will,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “predicts,” or “potential” or the negative of these words and phrases or similar words or phrases which are predictions of or indicate future events or trends and which do not relate solely to historical matters. Such statements involve known and unknown risks, uncertainties, and other factors which may cause the actual results, performance, or achievements of Elme to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements. Additional factors which may cause the actual results, performance, or achievements of Elme to be materially different from future results, performance or achievements expressed or implied by such forward-looking statements include, but are not limited to: changes in the amount and timing of the total liquidating distributions, including as a result of unexpected levels of transaction cost, delayed or terminated closings, liquidation costs or unpaid or additional liabilities and obligations; the possibility of converting to a liquidating trust or other liquidating entity; the ability of our board of trustees to terminate the Plan of Sale and Liquidation; the response of our residents, tenants and business partners to Plan of Sale and Liquidation; potential difficulties in and timeline of employee retention as a result of the Plan of Sale and Liquidation; the outcome of legal proceedings that may be instituted against Elme, its trustees and others related to the portfolio sale and Plan of Sale and Liquidation; the risk that disruptions caused by or relating to the Plan of Sale and Liquidation will harm Elme’s business, including current plans and operations; risks relating to the market value of Elme’s common shares; risks associated with third party contracts containing consent and/or other provisions that may be triggered by the Plan of Sale and Liquidation; general risks affecting the real estate industry and local real estate markets (including, without limitation, the market value of Elme’s properties and potential illiquidity of Elme’s remaining real estate investments); whether or not the sale of one or more of Elme’s properties may be considered a prohibited transaction under the Internal Revenue Code of 1986, as amended; Elme’s ability to maintain its status as a real estate

investment trust for U.S. federal income tax purposes; the occurrence of any event, change or other circumstances that could give rise to the termination of the Plan of Sale and Liquidation; the risks associated with ownership of real estate in general and our real estate assets in particular; general economic and market developments and conditions; and volatility and uncertainty in the financial markets.

The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties that affect Elme’s businesses in the “Risk Factors” section of Elme’s Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q and other documents filed by Elme from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. While forward-looking statements reflect Elme’s good faith beliefs, they are not guarantees of future performance. Elme undertakes no obligation to update its forward-looking statements or risk factors to reflect new information, future events, or otherwise.

Exhibit No.	Description
10.1*	Separation Agreement, dated as of November 14, 2025
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Certain schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. Elme Communities agrees to furnish supplementally to the SEC a copy of any omitted schedule upon request by the SEC.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

ELME COMMUNITIES

(Registrant)

By: /s/ W. Drew Hammond

(Signature)

W. Drew Hammond

Senior Vice President and Chief Administrative Officer

November 14, 2025

(Date)



SEPARATION AGREEMENT AND RELEASE OF CLAIMS

November 10, 2025

Susan L. Gerock

Re: Separation Agreement and Release of Claims

Dear Susan:

This Separation Agreement and Release of Claims (this “Agreement”) is in accordance with the Change in Control Agreement for Senior Vice President and Chief Information Officer, dated February 2, 2022, by and between you and Washington Real Estate Investment Trust, now known as Elme Communities, as amended by that certain Amendment No. 1 to Change In Control Agreement for Senior Vice President and Chief Information Officer, dated February 15, 2023 (the “CIC Agreement”). In consideration of the promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Termination of Employment. You acknowledge that as of November 14, 2025 (the “Termination Date”), you and Elme Communities (the “Company”) have agreed to a mutual separation and you hereby resign as an employee and all of the offices, directorships, appointments, and other positions you hold with the Company and any of its direct and indirect parents, subsidiaries, affiliates, and related entities have terminated. After the Termination Date, you shall not represent that you are an employee, officer, agent, or representative of the Company for any purpose.

2. Final Pay. Regardless of whether or not you sign this Agreement, the Company will pay you for all earned but unpaid wages as of the Termination Date in accordance with applicable law. Additionally, equity awards which have been earned as a result of the closing of the portfolio sale to an affiliate of Cortland Partners LLC but have not yet been issued as of the Termination Date will be issued within 15 days of the Termination Date.

3. Termination Benefits. Provided you execute this Agreement, allow it to become effective, and comply with its terms, the Company shall provide you (or cause to be provided to you) the following separation benefits (collectively, the “Termination Benefits”):



(a) continuation of your base salary at the rate in effect as of the Termination Date, less all applicable payroll and tax withholding, for a period of 24 months from the Termination Date (in the event of your death, such salary will be paid to your estate);

(b) payment of an annual bonus for each calendar year or partial calendar year in which you receive salary continuation pursuant to Section 3(a), in an amount equal to the average annual bonus received by you during the three years prior to the Termination Date; provided that if you receive salary continuation for a partial calendar year pursuant to Section 3(a), the bonus will be pro-rated to reflect the number of full months you receive such salary continuation in such calendar year, rounded to the nearest number of months; and

(c) if you are eligible for and elect coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company will pay the full cost of your COBRA premiums, less all applicable payroll and tax withholding, for a maximum of eighteen (18) months or until you obtain other comparable coverage, whichever is sooner.

If, by virtue of receipt of the Termination Benefits described above and any other payments in the nature of compensation, you are subject to excise tax pursuant to Section 4999 of the Internal Revenue Code (the "Code"), the Termination Benefits shall be reduced to the minimum extent necessary to avoid imposition of the excise tax, but only if such reduction would result in you retaining a greater amount after taking into account the excise tax that would be owed if no such reduction were made. If such reduction is required to be made, the Termination Benefits shall be reduced in such manner as required so as not to give rise to there being deemed to be more than one time or form of payment of any amount that constitutes nonqualified deferred compensation under Code Section 409A. To that end (i) to the extent permissible under Code Section 409A, such reductions shall be made so that the latest payments in time are reduced first, starting with payments under Section 3(b) until those payments have been eliminated if necessary, then payments under Section 3(a) until those payments have been eliminated if necessary, and ending with payments under Section 3(c) (if the payments under Section 3(c) are taxable payments) until those payments have been eliminated if necessary, or (ii) to the extent that is not permissible under Code Section 409A, the reductions shall be made ratably from each payment under Sections 3(b), 3(a), and 3(c) (if the payments under Section 3(c) are taxable payments). To the extent that the reduction of payments in Section 3(b), 3(a) and 3(c) is not sufficient to avoid imposition of the excise tax, then after making such reductions, accelerated vesting shall be reduced, starting with the vesting that otherwise would occur latest in time, first under Section 3(e) until accelerated vesting has been eliminated under that Section if necessary and last, accelerated vesting under Section 3(d) until accelerated vesting has been eliminated under that Section if necessary. Any reduction of payments or accelerated vesting required under this paragraph shall occur only to the minimum extent necessary to avoid imposition of the excise tax.

You acknowledge and agree that the Termination Benefits referred to in this Section 3 are consideration for your promises in this Agreement, and that such Termination Benefits are above and beyond any wages, salary, or other sums or benefits to which you are entitled from the Company or any of the other Company Releasees (defined below) under the terms of your employment or any



other source of entitlement. You agree that once you receive the Termination Benefits, you are not owed and will not seek any additional amounts or benefits from the Company or any of the other Company Releasees.

For the avoidance of doubt, if the Effective Date (as defined below) does not occur, no Termination Benefits shall be provided to you, and any Termination Benefits that were previously provided to you must be returned or repaid.

4. Continuing Obligations; Return of Property. You acknowledge that during employment, you learned and came into contact with certain confidential and/or proprietary information and trade secrets of the Company and its subsidiaries, affiliates, and related entities (collectively, "Confidential Information"). You agree that, as between you and the Company, Confidential Information is and shall remain the exclusive property of the Company, and you shall not disclose to any person or entity, use for your own benefit, copy, or make notes of any Confidential Information, except as and only to the extent expressly authorized by the Company in writing. You further reaffirm and agree to comply with your obligations under any previously executed agreements with the Company and/or its subsidiaries, affiliates, or related entities regarding confidentiality and non-disclosure. Nothing in this Agreement shall be construed to limit or waive any such continuing obligations. You agree to cooperate with and assist the Company, at the Company's request, in responding to any claims or inquiries involving the Company in matters which the Company reasonably deems your participation to be necessary as a result of your employment. You shall, upon request of the Company, before and after the Termination Date, provide information and otherwise reasonably cooperate and assist in effectuating a smooth transition from your employment and any other positions you held as a result of employment with the Company. You shall return all Company property and any confidential and proprietary information in your possession to the Company on or before the Termination Date (and shall not retain any copies of such information).

5. Release of Claims. You, on your own behalf, and on behalf of your heirs, agents, family members, executors, administrators, representatives, attorneys, successors and assigns, hereby fully and forever release and discharge the Company and any and all of the Company's past, present, or future parents, subsidiaries, affiliates, and related entities, and any and all of their past, present or future officers, directors, members, employees, agents, counsel, consultants, auditors, contractors, successors and assigns, including, but not limited to, Washington Real Estate Investment Trust, (the "Company Releasees") from any and all complaints, claims, demands, damages, lawsuits, and causes of action, whether known, unknown or unforeseen, arising out of or in connection with any event, transaction or matter occurring or existing on or before the date of your execution of this Agreement, which you have or may have against any of them for any reason whatsoever in law or in equity, under federal, state, local or other law, whether the same be upon statutory claim, contract, tort or other basis, including but not limited to any and all claims arising from or relating to your employment or the termination of employment; any and all claims relating to wages, salary, bonuses, commissions, other compensation, expenses, benefits, leave, discrimination, disabilities, accommodation, harassment, or retaliation or other wrongful conduct; and any and all claims relating to any employment contract, express or implied. Without limiting the generality of the foregoing,



this release covers any and all claims under the Civil Rights Acts of 1866 and 1964, the Americans with Disabilities Act, the Equal Pay Act, the Age Discrimination in Employment Act (“ADEA”), the National Labor Relations Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act, the Maryland Fair Employment Practices Act, the Maryland Parental Leave Act, the Maryland Healthy Working Families Act, all as amended and including all of their respective implementing regulations, and any other federal, state or local statutes related to employment.

This release covers claims you know about and those you do not know about but does not waive or release any claims or rights that arise after you execute this Agreement. You agree, without limiting the generality of the above release, not to file any claim or lawsuit seeking monetary recovery or other relief for you based on any claims that are lawfully released in this Agreement. You further hereby irrevocably and unconditionally waive any and all rights to recover, and will not accept, any monetary or other relief concerning the claims that are lawfully released in this Section. Notwithstanding the foregoing, you are not releasing (a) any right to enforce this Agreement; or (b) any claims for unemployment compensation, workers’ compensation benefits or other rights or claims that may not be released by this Agreement as a matter of law. Additionally, you are not releasing any rights you may have in the nature of indemnification or coverage under a directors and officers insurance policy, which shall apply in accordance with their terms. You represent and understand that the foregoing is a GENERAL RELEASE.

6. Rights Not Subject to Limitation. Notwithstanding any other provisions of this Agreement, this Agreement does not limit any right you or the Company may have that may not be limited by private agreement, including any right to: (a) provide any information in response to a valid subpoena, court order, other legal process or as otherwise required to be provided by law; (b) challenge the validity or enforceability of this Agreement (including under the ADEA); (c) apply for unemployment compensation or workers’ compensation benefits; (d) file a charge with, provide information to, or participate in an investigation or proceeding conducted by a government agency (such as the Equal Employment Opportunity Commission or National Labor Relations Board) authorized to enforce laws against unlawful conduct, provided that this Agreement does waive, to the maximum extent permitted by law, any right to seek, recover or accept any monetary payments or other individual relief for you connected to any agency or other action related to claims that are lawfully released in this Agreement; or (e) report possible violations of federal or state law or regulation to any governmental agency or entity or self-regulatory organization or to cooperate with such agency, entity, or organization, without notice to the Company (and to receive a whistleblower award provided by law for providing such information). The parties acknowledge that pursuant to 18 U.S.C. § 1833(b), an individual may not be held liable under any criminal or civil federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document



containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

7. Code Section 409A. Section 4 of the CIC Agreement is incorporated herein by reference.

8. Miscellaneous. The parties represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement, other than those contained in this Agreement, made by the other party or the other party's agents, representatives or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise. You acknowledge and agree that you are solely responsible for payment of taxes owed by you as a consequence of this Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement and may not be altered or amended except by an instrument in writing signed by both parties. Notwithstanding the foregoing, this Agreement does not supersede, replace, or extinguish any other agreements between you and the Company (and/or its subsidiaries, affiliates, or related entities) that impose continuing obligations on you or the Company (and/or its subsidiaries, affiliates, or related entities). Neither the waiver by either party of a breach of or default under any of the provisions of this Agreement, nor the failure of such party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unenforceable or otherwise in conflict with law, the validity of the remaining parts, terms or provisions shall not be affected, provided that if a court finds that the release language is unenforceable, the parties shall, in good faith, rewrite (or, if they cannot agree, ask the court to rewrite) the offending language to cure the defect in a reasonable manner that maintains the intended status quo as closely as possible. This Agreement shall extend to, be binding upon, and inure to the benefit of the parties, and their respective successors, heirs, and assigns, provided that this Agreement may not be assigned by you without the Company's written consent. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland (excluding the choice of law rules thereof). The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement may be executed electronically and may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same written agreement, which shall be binding and effective as to all parties.

9. Dispute Resolution. Any dispute, controversy, or claim arising out of or relating to this Agreement or the CIC Agreement shall be resolved exclusively by final and binding arbitration administered by JAMS. The arbitration shall be conducted by a single arbitrator, selected in accordance with the Rules, and shall take place in Bethesda, Maryland. The arbitration and all related proceedings shall be confidential, except to the extent disclosure is required by law or necessary to enforce an arbitral award. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction. The parties expressly agree that this arbitration provision shall be



governed by and enforceable under the Federal Arbitration Act (the “FAA”), and to the extent any state arbitration law is inconsistent with the FAA, the FAA shall govern.

10. Agreement Effective Date. You acknowledge and understand that you: (a) have read and understand this Agreement and execute it voluntarily and without coercion; (b) are being advised herein to consult an attorney prior to executing this Agreement and have had a full opportunity to do so; (c) have forty-five (45) calendar days from the date you received this Agreement to consider, execute and return this Agreement to Efreem Reid at [***], and if you sign this Agreement prior to the end of the forty-five (45) day period, you have done so voluntarily; and (d) have seven (7) calendar days after executing this Agreement to revoke it by providing written notice of revocation to Efreem Reid at the contact information stated above, no later than 11:59 p.m. on the seventh calendar date after you signed this Agreement. You further understand that if you revoke this Agreement, it shall be null and void and of no force or effect on either you or the Company. This Agreement is not effective or enforceable until after the seven (7) day period expires without revocation (the “Effective Date”), and the Company’s promises under this Agreement, including but not limited to its obligation to provide you with the Termination Benefits, will arise only after this time. You further acknowledge that you have been provided with and understand Exhibit A to this Agreement.

[Signature page follows]



IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

IMPORTANT: This Agreement may not be signed by you, and will not be accepted by the Company, before the Termination Date.

SUSAN L. GEROCK

/s/ Susan L. Gerock

Date: 11/14/25

ELME COMMUNITIES

/s/ Paul T. McDermott

By: Paul T. McDermott
President and Chief Executive Officer

Date: 11/14/25