IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION

COLUMBIA ROAD RETAIL 1, LLC.,

Plaintiff,

2022 CA 002859 B

v.

QBATON 202 TU RADIO, LLC, et al.

Defendants.

Judge Yvonne Williams

ORDER GRANTING PLAINTIFF'S MOTION TO EXTEND TIME TO SERVE <u>DEFENDANT FRANCISCO MARTINEZ</u>

Before the Court is Plaintiff Columbia Road Retail 1, LLC's ("Plaintiff") Motion to Extend Time to Serve Defendant Francisco Martinez ("Motion"), filed on August 23, 2022. In terms of relief, Plaintiff requests both an extension of time to serve Defendant Francisco Martinez ("Defendant Martinez") and permission to use an alternate method of service. For the following reasons, the Motion shall be **GRANTED** and the Scheduling Conference set for September 30, 2022 shall be **CONTINUED**.

This matter arises out of an alleged breach of a retail lease agreement. According to the Complaint, Plaintiff leased a unit of retail property to Defendant QBaton 202 Tu Radio, LLC ("Defendant QBaton"). Defendant Martinez signed the retail lease agreement as a guarantor. Defendant QBaton then allegedly failed to pay rents due under the retail lease agreement for a 21-month period.

On June 28, 2022, Plaintiff filed the instant Complaint. Pursuant to Rule 4 of the Superior Court Rules of Civil Procedure, Plaintiff had sixty days from the filing of the Complaint to effectuate service on Defendants, or by August 29, 2022. Super. Ct. Civ. R. 4 (m)(1)(A). Plaintiff

¹ Because the expiration of the sixty-day period occurred on a Saturday, Plaintiff had until the following Monday to effectuate service of process. *See* Super. Ct. Civ. R. 6(a)(2)(C).

submits that it has successfully served two of the Defendants with process. However, Plaintiff has been unable to effectuate service on Defendant Martinez. In the instant Motion, Plaintiff details several unsuccessful attempts to serve Defendant Martinez. Plaintiff used a skip tracer to locate addresses for Defendant Martinez and attempted service at those locations on multiple occasions. Plaintiff also submits that it communicated with Defendant in November 2019 using a particular email address. Plaintiff further submits that it has no other contact information for Defendant Martinez.

If a plaintiff files a motion for an extension of time to serve prior to the expiration of the period for service, Rule 4(m)(2) requires the Court to grant the motion on a showing of "good cause" for the extension. Super. Ct. Civ. R. 4(m)(2). To show "good cause," the plaintiff generally must establish both reasonable diligence in attempting to serve the defendant within the 60-day period and a reasonable prospect that service can be obtained in the future. *See Baba v. Goldstein*, 996 A.2d 799, 803 (D.C. 2010); *Bulin v. Stein*, 668 A.2d 810, 814 (D.C. 1995); *Cameron v. Wash. Metro. Area Transit Auth.*, 649 A.2d 291, 294 (1994).

Rule 4(e)(3)(A) allows the Court to permit alternative methods of service if, "after diligent effort, a party has been unable to accomplish service by a method prescribed in Rule 4(c) or (e)(1)—(2)." Further, the Court must determine that the alternative method requested "is reasonably calculated to give actual notice of the action to the party to be served." Super. Ct. Civ. R. 4(e)(3)(A). "The party seeking to use an alternative method of service must file a motion with an affidavit specifying the diligent efforts to serve." Super. Ct. Civ. R. 4(e)(3)(C).

Based on the representations made in the Motion, the Court finds that Plaintiff has undergone diligent efforts to locate Defendant Martinez despite being unable to accomplish service by the regular methods prescribed in Rule 4(c) or (e)(1)–(2). As discussed, Plaintiff has attempted

to serve Defendant Martinez on several occasions at addresses that are ostensibly associated with Defendant Martinez.

Further, the Court finds that the alternative method requested is reasonably calculated to give actual notice to Defendant Martinez. Plaintiff asks the Court to permit alternative service by posting a copy of the Complaint and Summons on the door of Defendant Martinez's last known address, posting a copy of the Complaint and Summons on the Superior Court's website, or publishing notice in a newspaper of general publication. Given the circumstances, the Court concludes that Plaintiff's requested method of alternative service is reasonably calculated to give actual notice to Defendant.²

Thus, for good cause shown, the Court shall grant the Motion. The deadline for service in this matter shall be extended to October 28, 2022. Further, the Court continues the Scheduling Conference Hearing set for September 30, 2022 to November 18, 2022 at 9:30 a.m.

Accordingly, it is this 6th day of September, 2022, hereby,

ORDERED that Plaintiff's Motion to Extend Time to Serve Defendant Francisco Martinez shall be **GRANTED**; and it is further

ORDERED that Plaintiff shall be allowed to serve Defendant Martinez by posting a copy of the Complaint and Summons on the door of Defendant Martinez's last known address, posting a copy of the Complaint and Summons on the Superior Court website, <u>and</u> publishing a notice in a newspaper of general publication; and it is further

ORDERED that Plaintiff shall have until October 31, 2022 to file proof of service; and it is further

² To be clear, the Court believes that the combination of these methods of service is reasonably calculated to give actual notice to Defendant.

ORDERED that the Scheduling Conference Hearing set for September 30, 2022 shall be **CONTINUED**; and it is further

ORDERED that the Parties shall appear for a virtual Scheduling Conference Hearing on November 18, 2022 at 9:30 a.m. in remote Courtroom 212.

IT IS SO ORDERED.

Judge Yvonge Williams

Date: September 6, 2022

Copies to:

Michele C. Meiners Counsel for Plaintiff

Milton Waddell, Jr. Counsel for Defendants

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA CIVIL DIVISION

COLUMBIA ROAD RETAIL 1, LLC 140 Q Street NE, Suite 140-B

Washington, D.C. 20002

Plaintiff,

v. : CASE NO: **2022 CA 002859 B**

QBATON 202 TU RADIO, LLC 1752 Columbia Road NW, Unit 3 Washington, DC 20009

And

FRANCISCO MARTINEZ 1752 Columbia Road NW, Unit 3 Washington, DC 20009

And

JOHN AYLLON 1752 Columbia Road NW, Unit 3 Washington, DC 20009

Defendants.

COMPLAINT FOR EREACH OF CONTRACT

Plaintiff, UIP PROPERTY MANAGEMENT, INC., hereby brings the following complaint against Defendants, QBATON 202 TU RADIO, LLC, FRANCISCO MARTINEI, and JOHN AYLLON, for the following causes of action and requested relief, and states in support:

PARTIES, JURISDICTION AND VENUE

 Plaintiff COLUMBIA ROAD RETAIL 1, LLC (hereinafter "Columbia") is the owner of the premises at 1752 Columbia Road NW, Washington DC 20009. Plaintiff is a domestic corporation created in 2017.

- 2. Defendant QBATON 202 TU RADIO, LLC, (hereinafter "Qbaton") is a domestic limited liability company but is not registered with the District of Columbia Department of Consumer and Regulatory Affairs. Defendant operated a podcast studio and concert promotion office in the premises from 2018 to present. Defendant Qbaton is the Tenant of a Retail Lease Agreement with Columbia Road Retail 1, LLC, as Owner, dated March 27, 2018.
- 3. Defendant FRANCISCO MARTINEZ signed for Defendant Qbaton on the Retail Lease Agreement and is a guarantor of the Retail Lease Agreement pursuant to a Guaranty of Lease signed on March 27, 2018.
- 4. Defendant JOHN AYLLON is a guarantor of the Retail Lease Agreement pursuant to a Guaranty of Lease signed on March 27, 2018.
- 5. Jurisdiction and venue are proper in the D.C. Superior Court as all events giving rise to Plaintiff's claims took place in the District of Columbia.

STATEMENT OF FACTS

- 1. The Retail Lease Agreement signed on March 27, 2018, was for the premises known as unit 3 at 1752 Columbia Road NW, Washington, D.C. 20009, for a term of five years, expiring on June 30, 2023, and a monthly rental rate of \$1690.00 per month, with annual increases. The lease agreement provides in Paragraph 1(C), that tenant must pay rent on a monthly basis in advance on the first day of each calendar month.

 See Retail Lease Agreement attached as Exhibit A.
- 2. Section 7(B) of the Lease requires that the Tenant pay \$25.00 to Landlord each month as Additional Rent, as an administrative fee for utilities.

- 3. Section 23(A) of the Lease requires that Tenant is in default of the Lease if Tenant fails to pay all sums due within five (5) days after written notice from Landlord to the Tenant.
- 4. Section 23(C) of the Lease requires that Tenant pay a late fee of five percent (5%) of the monthly rent if Tenant fails to pay rent within five (5) days from the due date.
- 5. Section 23(F) of the Lease states that Tenant shall reimburse Owner for all expenses incurred, including reasonable attorney's fees, if Tenant is in default of the terms of the Lease.
- 6. Section 35 of the Lease states that both parties waive the right to trial by jury in any dispute regarding the Lease or tenancy.
- 7. Defendant failed to pay Monthly Rent to Plaintiff for approximately 21 months from October 2020 to June 2022. The amount of the monthly rent was \$1740.70 per month since July 2019, and increased to \$1846.71 in January 2022. The balance due to Plaintiff as of June 2022 is \$36,510.06. See Tenant Ledger attached as Exhibit B.
- 8. Rent increases under Section 1(C) of the Lease were not charged from July 2020 to December 2021 due to the COVID-19 pandemic and local laws passed during the pandemic, in the amount of \$1263.28.
- 9. The Lease expires on June 30, 2023, and Plaintiff is also entitled to rent due from July 2020 through the expiration of the Lease, June 2023, in the amount of \$22,825.32.
- 10. Plaintiff sent a Notice of Default to Defendant Qbaton on August 31, 2021, via FedEx overnight delivery, for the balance due through August 2021 of \$18,217.00, and Defendant Qbaton has failed to cure the default. See Notice of Default attached as Exhibit C.

- 11. Defendant Martinez signed the Retail Lease Agreement as an officer or director of Qbaton on March 27, 2018.
- 12. Defendant Martinez signed a Guaranty of Lease on March 27, 2018, and promised to pay rent, additional rent, court costs, expenses and attorney's fees due under the Lease, and all arrears, upon any default by Qbaton during the Guaranty Period, which is the full term of the Lease and any renewal, option or holdover. See Guaranty of Lease attached as Exhibit D.
- 13. Defendant Ayllon signed a Guaranty of Lease on March 27, 2018, and promised to pay rent, additional rent, court costs, expenses and attorney's fees due under the Lease, and all arrears, upon any default by Qbaton during the Guaranty Period, which is the full term of the Lease and any renewal, option or holdover. See Guaranty of Lease attached as Exhibit D.

COUNT 1: BREACH OF LEASE CONTRACT

- 14. Plaintiff incorporates the preceding paragraphs as if set forth herein.
- 15. Defendant Qbaton breached the Lease by failing to pay rent on time or in full to Plaintiff through June 2022.
- 16. Defendant Qbaton failed to pay rent in response to a demand letter from Plaintiff, and Plaintiff filed the instant suit to collect such rent, plus attorney's fees and costs.
- 17. Even if Defendant Qbaton vacates the premises, Plaintiff is entitled to all rent due under the terms of the Lease through June 30, 2023.

COUNT 1: BREACH OF GUARANTY CONTRACT

18. Plaintiff incorporates the preceding paragraphs as if set forth herein.

19. Defendants Martinez and Ayllon failed to pay rent, additional rent, court costs, expenses and attorney's fees due under the Lease, and all arrears, upon default by Defendant Qbaton during the Guaranty Period, which includes the full term of the Lease.

WHEREFORE, Plaintiff seeks judgment against all Defendants, for damages in the amount of \$60,598.66, plus all costs and reasonable attorney's fees, and any other damages as determined by this court.

Plaintiff respectfully requests:

- A. A money judgment against all Defendants in the amount of \$60,598.66 plus any additional damages incurred by Plaintiff and proven to this court;
- B. A money judgment against all Defendants for court costs and reasonable attorney's fees; and
- C. Such other and further relief as this court deems appropriate.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 28 , 2022.

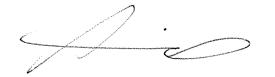
RESPECTFULLY SUBMITTED

/s/ Michele Meiners

Michele C. Meiners, Esq., DC Bar #463858 The Meiners Law Firm, PLLC 10332 Main Street, Suite 101 Fairfax, Virginia 22030 703-772-1436

michele@neinerslawfirm.com

Counsel for Plaintiff



RETAIL LEASE AGREEMENT

	This	Retail	Lease	Agreement	(this	"Lease")	made	this	27	day	of
	Mai	ch	, 20	18 (the "Effe	ctive Da	te"), by a	and betwe	een Co	OLUMB!	A RO	AD
RETA	JL 1,	LLC, a	District	of Columbia	limited	liability	compan	y (the	"Landlo	ord"),	and
QBAT	ON 20	2 TU R	ADIO LLO	C, a <u>D.C.</u>		_limited	liability c	ompar	ny (the "I	enant'	").

WITNESSETH:

- 1. <u>Premises; Term; Base Annual Rent</u>.
- (A) <u>Premises</u>. Landlord, in consideration of the covenants and agreements herein set forth and the rents herein reserved and agreed to be paid by Tenant, does hereby lease and demise unto Tenant, and Tenant does hereby lease and hire as tenant of Landlord, at the rental and upon the terms, covenants and conditions herein set forth, approximately nine hundred (900) rentable square feet on the third (3rd) floor known as Unit 3 (the "Premises") of the building located at 1752 Columbia Road, NW, Washington, DC 20009 (the "Building"), as more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein. The Building is located on the "Land" more particularly described on <u>Exhibit B</u>, as same may hereafter be resubdivided, combined or known. The Building and the Land are sometimes collectively referred to herein as the "Property".
- (B) <u>Term</u>. The term of this Lease (the "Term") shall commence on the Lease Commencement Date (as hereafter defined) and shall end, unless sooner terminated as hereinafter provided, on the Expiration Date.
 - (i) The term "Lease Commencement Date" shall mean April 1, 2018.
 - (ii) The term "Rent Commencement Date" shall mean July 1, 2018.
- (iii) The term "Lease Year" shall refer to each twelve (12) month period commencing on the Rent Commencement Date.
 - (iii) The "Expiration Date" shall be June 30, 2023
- (C) <u>Base Annual Rent</u>. Tenant hereby covenants and agrees to pay a base annual rental (the "Base Annual Rent") for each Lease Year of the Term in the respective amounts provided in the schedule below, triple net, without set off, deduction or demand, payable in equal monthly installments (hereinafter called the "Base Monthly Rent"), each installment being due and payable in advance on the first day of each calendar month in the Term commencing on the first day of the first Lease Year. Notwithstanding the foregoing, the first installment of Base Monthly Rent shall be paid by Tenant to Landlord upon its execution and delivery of this Lease.

Lease Year Base Annual Rent Base Monthly Rent

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1	\$20,280.00	\$1,690,00
2	\$20,888.40	\$1,740,70
3	\$21,515.04	\$1,792.92
4	\$22,160.52	\$1,846.71
5	\$22,825.32	\$1,902.11

- (D) <u>Partial Month</u>. In the case of any partial calendar month during the Term, Base Monthly Rent for such partial month shall be prorated based upon a thirty (30) day month.
- (E) <u>Payments</u>. All rentals and other sums payable by Tenant hereunder shall be paid by check (subject to collection) made payable to the order of Landlord (unless otherwise directed in writing by Landlord), and shall be delivered to Landlord at the notice address set forth in Section 36 herein below or to such other party or such other address that Landlord may designate from time to time by written notice to Tenant. All sums which Tenant is required to pay to Landlord under this Lease which are in addition to the aforesaid Base Monthly Rent shall be deemed to be additional rent hereunder ("Additional Rent").

2. Intentionally Omitted.

- 3. Partial Years. All payments of Base Annual Rent due and payable for any partial Lease Year at the end of the Term shall be prorated, based upon the number of months and/or days from the commencement of or remaining until the expiration of the Term or falling during such Building fiscal year, and the amount or amounts found to be owing by Tenant shall be paid within ten (10) days after Landlord's demand. All obligations of Tenant to pay rent shall survive termination or expiration of this Lease.
- 4. Rent Tax In addition to the other obligations of Tenant above, Tenant shall pay and be liable for, as Additional Rent, all rental, sales and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms and conditions of this Lease. Any such payments shall be paid concurrently with the payments of the Rent on which the tax is based
- 5. <u>Possession</u>. Tenant shall accept possession of the Premises in its "as-is" "where-is" subject to all faults condition, without the necessity or requirement of Landlord to perform or provide any labor, material or service whatsoever. By taking possession of the Premises, Tenant is deemed to have (i) inspected the Premises; (ii) accepted the Premises in "as-is" condition, subject to the terms and provisions set forth below; and (iii) agreed that Landlord has no obligation to improve or repair the Premises except as may be expressly provided otherwise in this Section 5.

6. Tenant's Use and Operations.

(A) <u>Use</u>. Tenant shall use and occupy the Premises solely for the operation of a full service podcast studio and concert promotion office. In no event shall Tenant use the Premises for any other purpose whatsoever. Tenant expressly recognizes that its obligations to open and

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thereafter continuously operate in accordance with the foregoing high-quality manner is of material importance to the Landlord and has been relied upon by Landlord in its agreement to enter into this Lease. Except as expressly stated herein, Tenant shall operate no other business or permit any other party to conduct any other operations within the Premises. It is expressly recognized that Tenant's use of the Premises (including without limitation any signage, window displays, fixturing and merchandise displays) shall at all times be in a first-class manner. The use of the Premises as described in the foregoing paragraph is elsewhere referred to as the "Permitted Use".

- (B) Compliance with Laws. Tenant shall comply with all laws, licenses, permits, ordinances, rules, orders and regulations of all government authorities and of the Board of Fire Underwriters (and any successor thereto) at any time promulgated and in force, and with the insurance policies upon the Building or any part thereof and the requirements of the insurers issuing the same, attributable to the condition or use, manner of use or occupancy by Tenant of the Premises, or any part thereof. Tenant shall not store or use, or permit others to store or use, within the Premises any hazardous or toxic substances or hazardous or toxic wastes or materials, as defined under applicable Federal and/or local law. Tenant shall not use or permit to be used by its guests or invitees (solely while within the Premises) or employees the Premises, the Building or any land appurtenant to the Building for any illegal purpose or in violation of any municipal or federal laws, regulations, permits or licenses, or in any manner to (i) create any nuisance (public or private) or trespass; (ii) vitiate any insurance; (iii) alter the classifications or increase the rate of any insurance on the Premises or the Building unless Tenant agrees to pay and pays such increase if such alteration or increase is caused by reason of Tenant's use of the Premises in a manner not permitted hereunder; (iv) violate the Certificate of Occupancy issued for the Premises; (v) create any excessive noise or unruly gathering or crowd of people; or (vi) commit waste on the Premises. Tenant shall not permit the Premises to be used for any unlawful, immoral or improper purpose.
- (C) <u>Licenses and Permits</u>. Tenant shall, at its own cost and expense, procure each and every permit, license, or other authorization (including a Certificate of Occupancy as further discussed below) and any renewals, extensions or continuances of the same required in connection with the lawful and proper use of the Premises.

(D) <u>Intentionally Omitted</u>.

- (E) <u>Pavement and Sidewalk</u>. Except as permitted in Section 4 above, Tenant shall not use the pavement or sidewalk adjacent to the Premises to display merchandise or promotional materials, and except as permitted in Section 11 below, shall not place any advertisements in the windows of the Premises.
- (F) <u>Continuous Operation</u>. Tenant covenants and warrants that it shall (i) open for business to the public as soon as possible following issuance to Tenant of the requisite governmental permits and (ii) upon opening, continuously be open to the public for and be engaged in its normal course of business in accordance with the requirements of Section 6(A); provided, however, that Tenant shall be granted exceptions for acts of God, casualty, holidays recognized by the Federal government, weather closures and acts of terrorism. In addition, Tenant may close up to ten (10) days every three years for remodeling, inventory and/or other normal and customary

requirements for the operation of a full service podcast studio and concert promotion office. Tenant shall keep the Premises lighted during such other hours as Landlord may require from time to time.

Noise and Odors. Tenant acknowledges that is is of paramount importance (G) that objectionable odors or sounds do not emanate beyond the Premises. Accordingly, and notwithstanding the Permitted Use or anything herein to the contrary, Tenant shall not permit any objectionable sounds or odors to emanate from the Premises. In furtherance thereof, Tenant agrees to take such steps as are requested by Landlord, in Landlord's sole and absolute discretion, to prevent any such sounds or odors from emanating beyond the Premises. In the event Tenant fails to perform or observe any of the covenants and conditions set forth in this Section 6(G), and such failure continues (e.g., such offending noise or odor is not remediated as directed) for forty-eight (48) hours following Landlord's delivery of written notice of such failure to Tenant, such failure shall be deemed an Event of Default hereunder and Landlord shall be entitled to all rights and remedies against Tenant as set forth in Section 23 below. In the event that Tenant demonstrates a pattern of repeated violations of one or more of the terms or conditions of this Section and fails to act in good faith or with due diligence to cure such violations and institute practices to prevent future violations, then Landlord, without any further notice and cure rights as may be set forth elsewhere in this Lease, may terminate this Lease.

7. <u>Upkeep of Premises; Utilities</u>.

- (A) <u>Upkeep of Premises</u>. Tenant agrees that it will, at its own expense, keep the Premises and the fixtures, equipment, and Tenant's Property (defined below) therein in a first-class, clean and safe condition and in good order and repair consistent with the operation of a first class full service podcast studio and concert promotion office as described in this Lease, refurbishing the same as often as necessary. Tenant will, at the expiration or other termination of the Term hereof surrender and deliver up the same broom clean and in like good order and condition as the same is required under this Lease to be at the time Tenant commences its business operations within the Premises, ordinary wear and tear and damage by casualty, condemnation and terrorism, excepted. Tenant shall, at its own expense (i) maintain and clean and wash, at periodic intervals (which intervals shall be subject to Landlord's approval, in its sole discretion), all door, window and plate glass in and about the Premises and replace same within forty-eight (48) hours when damaged or broken, and (ii) maintain exterior signs and lighting permitted pursuant to, and in accordance with, the terms of this Lease.
- (B) <u>Utilities</u>. In the event that the Premises are separately metered, then Tenant shall be responsible for and shall pay directly to the appropriate supplier when due all charges for all gas, electricity, water, sewer, heat, air conditioning, and any other utility or energy charges and all taxes by or for the benefit of Tenant in connection with the use of the Premises. In the event that the applicable utility is sub-metered, then Tenant shall pay to Landlord all charges for such utilities at the rate charge to Landlord by the applicable utility provider. In addition, Tenant shall pay to Landlord an administrative fee of Twenty-Five Dollars (\$25.00) per month for the provision of water to the Premises. Landlord shall be under no obligation to furnish, arrange for or supply any utilities or other services to Tenant on the Premises. Tenant shall maintain, repair and replace,

at Tenant's expense, any utility meters and related equipment servicing the Premises in good order and repair. In the event Tenant does not pay such utility charges when due, Landlord shall have the right, but not the obligation, to pay said charges, and Tenant shall reimburse Landlord therefor as Additional Rent. Landlord shall have no liability to Tenant or any other person for any loss, damage, expense, or inconvenience which Tenant may sustain or incur by reason of any failure, interruption, curtailment, cessation, inadequacy or defect in the character, quantity or supply of the utilities furnished to the Premises or the failure of any heating, ventilating or air conditioning equipment.

Cleaning, Trash Removal and Trash Recycling. Tenant shall be responsible (C) for providing all cleaning and janitorial services necessary to keep the Premises in a first-class condition consistent with the operation of a first-class full service podcast studio and concert promotion office. Without limitation of the foregoing, Tenant will keep the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin, other pests, trash and dirt accumulations and shall furnish adequate and proper receptacles for trash and garbage in location(s) designated by Landlord (recognizing that Tenant may be required to store the same within the Premises). Landlord shall contract for such garbage and trash collection services on Tenant's behalf, and any charges incurred by Landlord in connection therewith shall be paid by Tenant to Landlord as Additional Rent. In addition to and not in limitation of the foregoing, Tenant shall comply with all applicable laws, rules, regulations, and ordinances relating to or otherwise requiring the recycling of trash and/or matters pertaining to garbage arising from Tenant's operations. Landlord shall provide space for a dumpster and recycling bin which space shall be maintained in a clean manner by Tenant. Furthermore, Tenant, at Tenant's sole cost and expense, shall comply with the District of Columbia recycling requirements as described in the D.C. Dept. of Public Works Commercial Recycling Guide. In the event Landlord shall be required to pay any fines or incur any other expenses as a result of Tenant's failure to comply with such recycling requirements. Tenant shall reimburse Landlord for such costs within fifteen (15) days following Tenant's receipt of a notice of non-compliance from Landlord.

8. Upkeep of Building; Energy Conservation.

- (A) <u>Upkeep</u>. Landlord agrees that it will keep the exterior walls of the Building, the roof of the Building, and those portions of the common areas of the Building used by Tenant, its invitees, guests and/or employees, in good order and condition, in accordance with the standards customarily employed by other landlords of similar and comparable commercial buildings located within Washington, D.C. However, any damage to the Building caused by Tenant and/or any of its permitted subtenants, or their respective agents, employees, contractors, licensees or invitees shall be repaired by Landlord at the sole expense of Tenant.
- (B) Energy Conservation. The parties agree to comply with all mandatory energy conservation controls and requirements applicable to retail buildings that are imposed or instituted by the Federal or District of Columbia governments, including without limitation, controls on the permitted range of temperature settings in retail buildings and requirements necessitating curtailment of the volume of energy consumption or the hours of operation of the Building. Any terms or conditions of this Lease that conflict or interfere with compliance with

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such controls or requirements shall be suspended for the duration of such controls or requirements. It is further agreed that compliance with such controls or requirements shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement of any rent payable hereunder.

- 9. Insurance Restrictions. Notwithstanding anything in this Lease to the contrary, Tenant hereby covenants and agrees that it will not do or permit anything to be done in the Premises or the Building of which they form a part or bring or keep anything therein which shall in any way increase the rate of fire or other insurance on said Building, or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or those having business with them, or conflict with the fire laws or regulations, or with any insurance policy upon said Building or any part thereof or the requirements of the insurers issuing the same, or with any statutes, rules or regulations enacted or established by the appropriate governmental authority. If any acts or omissions of Tenant in violation of this Section 9 should cause any increase in the premiums for any insurance carried by Landlord above standard rates for the Building occupied for normal retail building use, then Landlord (in addition to any other remedies it may have) shall be entitled to immediate reimbursement from Tenant, as Additional Rent, of all such excess costs for insurance premiums occasioned by such acts or omissions of Tenant. Nothing contained in this Section or any other provisions of this Lease, shall obligate Landlord to enforce the provisions hereof for the benefit of any other lessee or occupant of space in the Building; it being expressly understood and agreed that all such provisions are included herein solely for Landlord's benefit and for its enforcement at its exclusive option and discretion. Similarly, Tenant shall have no right to require Landlord to enforce such or similar provisions in other leases for the benefit of Tenant, any such enforcement being solely in Landlord's discretion.
- 10. Tenant will not make any alterations, installations, changes, replacements, additions, or improvements (structural or otherwise), including installations and replacements of and additions to equipment and redecorating, in or to the Premises or any part thereof without the prior written consent of Landlord in each instance. All alterations shall be performed under Landlord's supervision by contractors employed by Tenant and approved by Landlord, in its sole and exclusive discretion. If Tenant proposes to make any alteration, Tenant shall, prior to commencing such alteration, submit to Landlord for prior written approval: (i) detailed plans and specifications; (ii) sworn statements, including the names, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Landlord, naming Landlord, its managing agent, and any other parties reasonably designated by Landlord as additional insureds; and (v) all other documents and information as Landlord may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Landlord shall constitute a representation or warranty by Landlord as to the accuracy, adequacy, sufficiency or propriety of such plans and specifications or the quality of workmanship or the compliance of such alteration with applicable law. Tenant shall pay the entire cost of all alterations performed and, if reasonably requested by Landlord, shall deposit with Landlord prior to the commencement of the alteration security for the payment and completion of any structural alteration in form and amount reasonably required by Landlord. Each alteration shall be performed in a good and workmanlike



manner in compliance with all applicable legal requirements, in accordance with the plans and specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable governmental and insurance company laws, regulations and requirements, including, without limitation, the Americans with Disabilities Act and regulations thereunder, and with Landlord's rules and regulations for contractors working in the Building. Each alteration shall be performed by contractors capable of working in harmony with the employees and contractors of Landlord and other tenants.

It is distinctly understood that all alterations, installations, changes, replacements, additions to or improvements of the Premises, whether made by or at the expense of Landlord or by Tenant, and including without limitation wall paper and coverings, floor tile, ceiling light fixtures, window blinds, and wall to wall carpet (whether made with or without Landlord's consent), shall at the election of Landlord remain upon the Premises and be surrendered with the Premises at the expiration of this Lease without disturbance, molestation or injury. However, Landlord in its sole discretion may require that Tenant, at Tenant's expense, remove at the expiration or any termination of this Lease any or all alterations to the Premises made by Tenant and that Tenant repair any damage to the Premises or Building caused by such removal; and Tenant will promptly comply with such directions. If Tenant shall specifically request Landlord in writing at the time of Tenant's request for Landlord's consent hereunder to notify Tenant whether or not at the expiration or earlier termination of this Lease Landlord will require removal of a particular fixture, equipment, improvement or alteration, Landlord agrees to respond to such specific written request. In addition to all legal, equitable and other rights and remedies available to Landlord, it is agreed that if Tenant does not comply with its obligations under this Section or any other provisions of this Lease, Landlord shall have the right (but not the obligation) to perform or cause to be performed Tenant's obligations, duties and covenants, in which event Tenant shall reimburse to Landlord within five (5) days after demand all costs incurred by Landlord plus a sum equal to fifteen percent (15%) of such costs representing overhead and administrative expenses of Landlord in such matters.

Tenant expressly recognizes and agrees that in the absence of express provisions to the contrary, all rights of consent or approval provided to Landlord within this Lease are for the sole benefit of Landlord and its other tenants; that such approval shall be determined in the sole and exclusive discretion of the Landlord and that such approval, if given, shall not be deemed to constitute a representation or warranty by Landlord that the approved matter is in compliance with required codes, rules, laws or orders.

11. <u>Signs</u>. Subject to all applicable governmental laws, regulations and codes, and Landlord's approval (which shall not be unreasonably withheld taking into consideration the Permitted Use) of design, size, materials and exact locations, which approval shall not be unreasonably withheld or delayed, Tenant shall be entitled to install signage on the exterior of the Premises. Tenant further agrees that no sign, awning, advertisement or notice shall be inscribed, painted or affixed on any part of the outside of the Premises or the Building, or, except as Landlord shall first approve, on any part of the inside of the Premises or the Building. Landlord may require that any exterior signage of Tenant be placed on the sign band to be located on the exterior of the



Building. Landlord shall have the right to prohibit any advertisement or promotion of Tenant that in Landlord's opinion tends to impair the reputation of the Building and upon written notice from Landlord, Tenant shall refrain from and discontinue such advertisement and/or promotion. Tenant shall be responsible for (i) all costs and expenses associated with all signage and (ii) the removal of all such signage at the expiration or earlier termination of this Lease or Tenant's right of possession hereunder. Tenant shall promptly repair any damage to the Building resulting from the maintenance or removal of such signage. Tenant hereby agrees to indemnify and hold Landlord harmless for any cost, expense, loss or other liability associated with the maintenance and removal of any such signs

12. <u>Tenant Equipment</u>

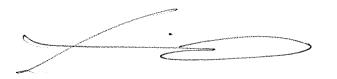
- (A) <u>Tenant's Equipment</u>. Tenant shall not install any equipment of any kind or nature whatsoever which will or may necessitate any changes, replacements or additions to, the water system, plumbing system, HVAC system, or the electrical system of the Premises or of the Building without the prior written consent of Landlord, which consent may be conditioned upon payment by Tenant for utilization costs, repair and maintenance costs, and installation and removal expenses. Landlord shall have the right to prescribe the weight, and method of installation and position of safes or other shelving, heavy fixtures or equipment, and Tenant will not install in the Premises any fixtures, equipment or machinery that will place a load upon any floor exceeding the floor load per square foot area which such floor was designed to carry. No freight, furniture or other bulky matter of any description will be received into the Building except as approved by Landlord. All moving of furniture, material and equipment in and from the Premises shall be under the direct control and supervision of Landlord, who shall, however, not be responsible for any damage to or charges for moving same.
- (B) Equipment Maintenance. Maintenance and repair of equipment serving the Premises such as heating and air conditioning equipment, or any other type of special equipment, including, without limitation, additional security equipment, fire suppression systems, and plumbing drains and lines, whether installed by Tenant or by Landlord on behalf of Tenant, shall be the sole responsibility of Tenant to the extent that the same exclusively serve the Premises; and Landlord shall have no obligation in connection therewith. However, the foregoing provisions of this Section 12 as well as Section 10 hereof, shall not be deemed to permit Tenant to perform any work on Building utility lines, piping, duct work or other equipment without Landlord's prior written consent. Tenant, at Tenant's sole cost and expense, shall have any duct systems, separate air-conditioning equipment and fire suppression/life safety systems (including any fire extinguishers) exclusively serving the Premises inspected during each calendar year of the Term by a reputable, licensed inspector approved by Landlord. Tenant shall provide Landlord with copies of all inspection reports in connection therewith upon receipt of the same.

13. Personal Property.

(A) <u>Tenant's Property</u>. All personal property of Tenant in the Premises or in the Building of which the Premises are a part ("Tenant's Property") shall be maintained therein at the sole risk of Tenant; it being agreed that Landlord shall not in any manner be held responsible

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therefor. Landlord shall not be liable for any accident to or damage to Tenant's Property resulting from the use or operation of elevators or of the heating, cooling, electrical or plumbing apparatus. Landlord shall not, in any event, be liable for damages to Tenant's Property resulting from water, steam or other causes. Tenant hereby expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's Property. It is understood that employees of Landlord are prohibited as such from receiving any packages or other articles delivered to the Building for Tenant and that should any such employee receive any such packages or articles, he or she in so doing shall be the agent of Tenant and not of Landlord.

- (B) <u>Built-Ins</u>. Except as provided below, all fixtures, equipment, improvements and installations attached to, or built into, the Premises at the commencement of or during the Term of this Lease shall be and remain part of the Premises and be deemed the property of Landlord, and at the time of installation or fixation to the Premises shall be free and clear of all liens, claims and encumbrances of any kind. Notwithstanding the foregoing, Landlord, at its sole discretion, shall have the right to request Tenant to remove any or all of such fixtures, equipment, improvements and installations at the expiration or earlier termination of this Lease, and Tenant shall repair any damage to the Premises or the Building occasioned by such removal. If Tenant shall specifically request Landlord in writing at the time of Tenant's request for Landlord's consent hereunder to notify Tenant whether or not at the expiration or earlier termination of this Lease Landlord will require removal of a particular fixture, equipment, improvement or alteration, Landlord agrees to respond to such specific written request.
- 14. <u>Damage</u>. All injury to the Premises or the Building caused by moving Tenant's Property into, in or out of, the said Building and all breakage done by Tenant, or the agents, servants, employees, visitors and invitees of Tenant, shall be repaired by and at the expense of Tenant, normal wear and tear, damage by casualty, condemnation and terrorism, excepted. In the event that Tenant shall fail to do so, then Landlord shall have the right to make such necessary repairs, alterations and replacements (structural, non-structural or otherwise) and any charge or cost so incurred by Landlord plus a sum equal to fifteen percent (15%) of such costs representing Landlord's overhead and administrative costs in such matters shall be paid by Tenant with the right on the part of Landlord to elect in its discretion, to regard the same as Additional Rent, in which event such cost or charge shall become Additional Rent payable with the installment of rent next becoming due or thereafter falling due under the terms of this Lease. This provision shall be construed as an additional remedy granted to Landlord and not in limitation of any other rights and remedies which Landlord has or may have in said circumstances.
- 15. Removal of Movable Personal Property Upon Termination. Notwithstanding the foregoing, any movable personal property installed by and at the sole expense of Tenant shall be deemed to be the property of Tenant and, unless Tenant is in default under this Lease, may be removed prior to the expiration of the Term of this Lease or before any earlier termination thereof, provided that Tenant shall repair, or shall reimburse Landlord immediately upon demand for the cost of repairing, any damage to the Premises or the Building occasioned by such removal. Any of Tenant's Property which shall not be removed upon termination or expiration of this Lease shall be deemed to have been abandoned by Tenant. If Landlord must remove any of Tenant's Property, Landlord shall have the right to immediate reimbursement from Tenant for all charges incurred.



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plus a sum equal to fifteen percent (15%) of such costs representing overhead and administrative expenses of Landlord in such matters. All such obligations of Tenant to make any reimbursements or payments to Landlord under this Section 15 shall survive any termination or expiration of this Lease. If Tenant is in default under this Lease, it shall not remove any of Tenant's Property without Landlord's prior written consent.

- 16. Landlord's Access. Tenant further agrees that it will allow Landlord, its agents and employees, to enter the Premises at all reasonable times following advance notice (except-in emergencies, in which event no notice shall be required) to examine, inspect or protect the same or prevent damage or injury to the same, or to make such alterations and repairs to the Premises or other premises as Landlord may deem necessary. Tenant will permit Landlord and Landlord's mortgagees, insurers, prospective purchasers of the Building and the representatives of any such parties to enter and inspect the Premises at all times, and will permit Landlord to exhibit the same to prospective tenants during the last twelve (12) months of the Term.
- No Liability for Injury or Property Damage. Landlord assumes no liability or 17. responsibility whatsoever with respect to the conduct and operation of the business to be conducted in the Premises. Neither Landlord nor its management agent shall be liable for any accident or injury to any person or persons or property in or about the Premises which are caused by the conduct and operation of said business, or by virtue of equipment or property of Tenant in the Premises. Tenant agrees to hold Landlord harmless against all such claims. Furthermore, Tenant shall, and hereby does hereby agree to, defend, indemnify and save harmless Landlord and Landlord's partners, joint venturers, members, directors, agents and employees (collectively, "Indemnitees") from and against all liability (statutory or otherwise), claims, suits, causes of action, demands, judgments, costs, interest and expenses (including also counsel fees and disbursements incurred in the defense thereof) to which any Indemnitees may (except insofar as it arises out of the fault or neglect of such Indemnitees) be subject or suffer, whether by reason of any claim for, any injury to, or death of, any person or persons or damage to or loss of property (including also any loss of use thereof) or otherwise, and arising from or in connection with the use by Tenant of, or from any work or anything whatsoever done by Tenant or any of its officers, directors, agents, contractors, employees, licensees or invitees in any part of the Premises or the Building (other than by Landlord or its agents or contractors) during the Term of this Lease or during the period of time, if any, prior to the Rent Commencement Date with respect to such part that Tenant may have been given access to for the purpose of occupancy or otherwise, or arising from any condition of the Premises or the Building due to or resulting from any default by Tenant in the keeping, observance or performance of any covenant or agreement contained in this Lease or from any fault or neglect of Tenant or any of its officers, directors, agents, contractors, employees, licensees or invitees.

18. Assignment and Subletting.

(A) Tenant shall not (i) assign, mortgage, pledge, encumber or otherwise transfer this Lease, the Term and estate hereby granted or any interest hereunder; (ii) employ any independent manager or operator to manage or operate the business in the Premises; (iii) enter into any franchise, concession, license or similar agreement with any person or entity to operate the





Premises or any part thereof; or (iv) permit the Premises or any part thereof to be utilized by anyone other than Tenant or for any purpose other than that set forth in Section 6(a) hereof; or (v) sublet or offer or advertise for subletting the Premises or any part thereof (any of the foregoing being hereinafter sometimes referred to as a "Transfer"). Any Transfer in violation of this Section 18 shall be null and void without the prior written consent of Landlord, which consent shall not be unreasonably withheld in the case of any assignment or sublease. Without limitation, it is agreed that Landlord's consent shall not be considered unreasonably withheld if: (1) the proposed transferee's financial condition does not meet the criteria Landlord uses to select Building tenants having similar leasehold obligations; (2) Tenant is in default after the expiration of the notice and cure periods in this Lease; or (3) any portion of the Building or Premises would likely become subject to additional or different Laws as a consequence of the proposed Transfer. Any attempted Transfer in violation of this Article shall, at Landlord's option, be void. Consent by Landlord to one or more Transfer(s) shall not operate as a waiver of Landlord's rights to approve any subsequent Transfers. In no event shall any Transfer release or relieve Tenant from any obligation under this Lease.

- (B) As part of its request for Landlord's consent to a Transfer, Tenant shall provide Landlord with financial statements for the proposed transferee, a complete copy of the proposed assignment, sublease and other contractual documents and such other information as Landlord may reasonably request. Landlord shall, by written notice to Tenant within 30 days of its receipt of the required information and documentation, either: consent to the Transfer by the execution of a consent agreement in a form reasonably designated by Landlord or reasonably refuse to consent to the Transfer in writing; or advise Tenant of its election to withhold its consent, and provide to Tenant notice thereof and the basis supporting such decision. Tenant shall bear all reasonable costs and expenses incurred by Landlord in connection with Landlord's review of any requested Transfer, including without limitation, Landlord's reasonable attorneys' fees as well as a special administrative charge of One Thousand Dollars (\$1,000.00).
- (C) Tenant shall pay Landlord fifty percent (50%) of all rent which Tenant receives as a result of a Transfer (as opposed to reimbursement of any prepaid rents or security deposit, or amounts in consideration of any furniture, fixtures or equipment remaining in the Premises) that is in excess of the Base Annual Rent and Additional Rent payable to Landlord for the portion of the Premises and Term covered by the Transfer. Tenant shall pay Landlord for Landlord's share of any excess within 30 days after Tenant's receipt of such excess consideration. Tenant may deduct from the excess all reasonable and customary expenses directly incurred by Tenant attributable to the Transfer (other than Landlord's review fee), including brokerage fees and construction costs. If Tenant is in default hereunder, Landlord may require that all sublease payments be made directly to Landlord, in which case Tenant shall receive a credit against Base Annual Rent and Additional Rent in the amount of any payments received (less Landlord's share of any excess).
- (D) If Tenant is a corporation, limited liability company, partnership, or similar entity, and if the entity which owns or controls a majority of the voting shares/rights at any time changes for any reason (including but not limited to a merger, consolidation or reorganization), such change of ownership or control shall constitute a Transfer. The foregoing shall not apply so

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long as Tenant is an entity whose outstanding stock is listed on a recognized security exchange, or if at least 80% of its voting stock is owned by another entity, the voting stock of which is so listed.

- 19. <u>Rules and Regulations</u>. Tenant covenants that the following rules and regulations, and such other and further rules and regulations as Landlord may make in writing for the general well being, safety, care and cleanliness of the Building shall be faithfully kept, observed and performed by Tenant, and by its agents, servants, employees, contractors, licensees, invitees and guests unless waived in writing by Landlord:
- (A) The sidewalks, entries, passages, elevators, public corridors and staircases and other parts of the Building which are not occupied by Tenant shall not be obstructed or used for any purpose other than ingress and egress. Landlord shall in all cases retain the right to control or prevent access thereto by any person whose presence, in Landlord's judgment, would be prejudicial to the safety, peace, character or reputation of the Building or of any tenant of the Building.
- (B) Tenant shall not install or permit the installation of any awnings, shades, or other window coverings and the like, other than those approved by Landlord in writing. If Landlord has installed or hereafter installs any shade, blind or curtain in the Premises, Tenant shall not remove it without first obtaining Landlord's written consent thereto.
- anything in the Premises, including, without limitation, music, which causes vibration, noise, odors, smoke or vapors to emanate therefrom, or which might injure the Building or annoy or disturb other tenants or occupants. Tenant shall not keep anywhere within the Premises any matter having an offensive odor, or any kerosene, gasoline, benzene, camphene, fuel or other explosive or highly flammable material except for small amounts of chemicals used in Tenant's ordinary course of business, stored in a safe manner meeting all regulations and standards including, but not limited to, fire marshal codes/environmental protection agency rules, regulations and standards and OSHA requirements and for which Tenant is reasonably insured. If Landlord consents to Tenant performing any work, which would be likely to result in noise to disturb other tenants, then such work shall be done only in the evenings between 7:00 p.m. and 7:00 a.m. or on weekends or legal holidays and not during usual business hours unless expressly approved in advance in writing by Landlord. Tenant will pay any additional costs for security or building engineers incurred by Landlord occasioned by such work.
- (D) No bicycles, motorcycles, motor scooters or other vehicles of any kind shall be brought into, stored, operated or parked anywhere within the Building or Premises, or parked in front of or adjacent to or leaned against the Building without the written consent of Landlord.
- (E) Canvassing, soliciting and peddling in the Building are prohibited, and Tenant shall cooperate to prevent same.
- (F) No animals (except seeing eye dogs), reptiles, fish or birds shall be kept in or about the Premises or the Building, or brought into the entries, elevators or stairways thereof.

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- (G) All deliveries and service to, or shipments from, the Premises shall be made and conducted from the rear entry door of the Premises and the Building loading dock in such fashion and at such times as will not unreasonably interfere with or obstruct the orderly flow of pedestrian or vehicular traffic.
- (H) If Tenant desires to install signaling, telegraphic, telephonic, protective alarm or other wires, apparatus or devices within the Premises, Tenant shall need Landlord's prior written approval, and such approval shall not be unreasonably withheld. Landlord shall have the right (a) to prevent or interrupt the transmission of excessive, dangerous or annoying current of electricity or otherwise into or through the Building or the Premises, (b) to require the changing of wiring connections or layout at Tenant's expense, to the extent that Landlord may reasonably deem necessary, (c) to require compliance with such reasonable rules as Landlord may establish relating thereto, and (d) in the event of noncompliance with such requirements or rules, immediately to cut wiring or do whatever else it considers necessary to remove the danger, annoyance or electrical interference with apparatus in any part of the Building. Each wire or related line installed by Tenant must be clearly tagged at each distributing board and junction box and elsewhere where required by Landlord with the number of the space to which such wire leads and the purpose for which it is used, together with the name of Tenant or other concern, if any, operating or using it. Any protective alarm or security system for the Premises which ties into or is a part of the security system provided for the Building shall be installed, at Tenant's sole cost, in Landlord's sole discretion (i) by a contractor selected by Landlord or (ii) by a contractor selected by Tenant but who shall perform such installation under the supervision of Landlord or Landlord's agent.
- (I) Tenant shall not maintain or operate nor permit to be maintained or operated in the Premises or any portion thereof, any music machines or other instruments emitting noises that are objectionable to other occupants or tenants of the Building.
- (J) The lease of the Premises includes no rights not specifically set forth herein. Tenant acknowledges that Landlord will not provide, and is not obligated to provide, parking spaces or facilities to Tenant or any of Tenant's guests, invitees, employees or contractors.
- (K) Landlord reserves the right to rescind, modify and amend the foregoing rules and to promulgate additional reasonable rules and regulations, from time to time, for the maintenance of standards of the Building in which the Premises is situated, and which Landlord reasonably deems to be in the best interests of the Building; provided, however, that any such future rules and regulations or modifications shall not modify materially the terms of this Lease. Tenant expressly covenants and agrees to perform, observe and abide by such rules and regulations, it being agreed that this Lease is granted to Tenant in reliance on Tenant's covenants to comply with the provisions hereof.

20. Insurance.

(A) At all times commencing on and after the earlier of the Lease Commencement Date or the date Tenant or its agents, employees or contractors enters the Premises

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for any purpose, Tenant shall carry and maintain, at its sole cost and expense:

- (1) Commercial General Liability Insurance applicable to the Premises providing, on an occurrence basis, a minimum combined single limit of One Million Dollars (\$1,000,000.00), (with not less than Three Million Dollars (\$3,000,000) of umbrella coverage) with a contractual liability endorsement covering Tenant's indemnity obligations under this Lease.
- (2) All Risk of Physical Loss Insurance written at full replacement cost value and with a replacement cost endorsement covering (a) all of Tenant's Property in the Premises, and (b) all Leasehold Improvements, Work and other alterations performed by or on behalf of Tenant or any sublessee or licensee of Tenant (the items to be insured by Tenant pursuant to this Subparagraph (2) being herein collectively referred to as the "Tenant Improvements").
- (3) Workers' Compensation Insurance as required by the District of Columbia and in amounts as may be required by applicable statute, and Employers' Liability Coverage of Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
- (4) Plate glass insurance written at full replacement cost value and with a replacement cost endorsement covering all of the plate glass within the Premises.
- (5) Whenever good business practice indicates the need of additional insurance coverage or different types of insurance in connection with the Premises or Tenant's use and occupancy thereof, and similar tenants of Class "A" retail buildings in the vicinity of the Building are then being required generally to obtain such additional insurance coverage or different types of insurance, Tenant shall, upon Landlord's request, obtain such insurance at Tenant's expense and provide Landlord with evidence thereof.
- (B) Except for construction items for which Landlord is responsible under this Lease, before any repairs, alterations, additions, improvements, or construction are undertaken by or on behalf of Tenant, Tenant shall carry and maintain, at its expense, or Tenant shall require any contractor performing work on the Premises to carry and maintain, at no expense to Landlord, in addition to workers' compensation insurance as required by the jurisdiction in which the Building is located, All Risk Builder's Risk Insurance in the amount of the replacement cost of any alterations, additions or improvements (or such lesser amount reasonably required by Landlord) and Commercial General Liability Insurance (including, without limitation, Contractor's Liability coverage, Contractual Liability coverage and Completed Operations coverage), written on an occurrence basis with a minimum combined single limit of Three Million Dollars (\$3,000,000.00) and adding the "owner(s) of the Building and its (or their) respective members, principals, beneficiaries, partners, officers, directors, employees, agents (and their respective members and principals) and mortgagee(s)" (and any other designees of Landlord as the interest of such designees shall appear) as additional insureds.
- (C) Any company writing any insurance which Tenant is required to maintain or cause to be maintained pursuant to the terms of this Lease (all such insurance as well as any other insurance pertaining to the Premises or the operation of Tenant's business therein being referred to as "Tenant's Insurance"), as well as the form of such insurance, shall at all times be

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subject to Landlord's reasonable approval, and each such insurance company shall if rated by A.M. Best, have an A.M. Best rating of "A-" or better (the "Required A.M. Best Rating"). Any such insurance company shall be licensed and lawfully permitted to do business in the District of Columbia. All policies evidencing Tenant's Insurance (except for Workers' Compensation) shall specify Tenant as named insured and the "owner(s) of the Building and its (or their) respective members, principals, beneficiaries, partners, officers, directors, employees, agents (and their respective members and principals) and mortgagee(s)" (and any other designees of Landlord as the interest of such designees shall appear) as additional insureds. Provided that the coverage afforded Landlord and any designees of Landlord shall not be reduced or otherwise adversely affected, all of Tenant's Insurance may be carried under a blanket policy covering the Premises and any other of Tenant's locations. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) will give to Landlord and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of said insurance. Tenant shall be solely responsible for payment of premiums for all of Tenant's Insurance. All policies of insurance obtained shall not contain exclusion for acts of terrorism. Upon written request, Tenant shall deliver to Landlord at least fifteen (15) days prior to the time Tenant's Insurance is first required to be carried by Tenant, and upon renewals at least five (5) business days prior to the expiration of any such insurance coverage, a certificate of insurance of all policies procured by Tenant in compliance with its obligations under this Lease. The limits of Tenant's Insurance shall in no event limit Tenant's liability under this Lease.

- (D) In the event Tenant shall fail to keep in force and maintain any such policy of insurance, Landlord shall have the right, at its option, and at the sole cost of Tenant, in addition to all other rights and remedies, to purchase such policy or policies of insurance and to pay the premiums thereon and if not reimbursed to Landlord by Tenant within ten (10) days following written request therefor, the amounts so paid, with interest thereon at the rate of fifteen percent (15%) per annum, shall at the option of Landlord be added to the next installment of rent payable under the provisions of this Lease.
- Estoppel Certificates. Tenant agrees, at any time and from time to time during the Term of this Lease, upon not less than seven (7) business days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord a statement certifying to substantially the following provisions (recognizing that any of such statement may be modified by Tenant to reflect the then state of facts): (i) a statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), (ii) a statement of the dates to which the Base Annual Rent, Additional Rent and any other charges hereunder have been paid by Tenant, (iii) a statement of whether or not, to the best knowledge of Tenant, Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which Tenant may have knowledge, (iv) a statement of the address to which notices to Tenant should be sent, (v) a statement that Tenant will not attempt to terminate this Lease by reason of Landlord's default or omission without giving written notice of such default or omission to Landlord and any mortgagee of which Tenant has knowledge, and (vi) such other statement or statements as Landlord, any prospective purchaser of the Building or the Land, any mortgagee or prospective mortgagee of the Building or the Land or of Landlord's interest in either and/or any prospective assignee of any such mortgagee, may reasonably request.



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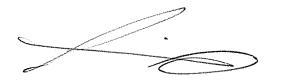
In the event that Tenant shall fail to return a fully executed copy of such certificate to Landlord within seven (7) business days, then Tenant shall be deemed to have approved and confirmed all of the terms, certifications and representations contained in such certificate, and Tenant irrevocably authorizes and appoints Landlord as its attorney-in-fact to execute such certificate on behalf of Tenant. Any such statement delivered pursuant hereto may be relied upon by any owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest, or any prospective assignee of any such mortgagee.

22. Bankruptcy.

- (A) Events of Bankruptcy. For purposes of this Lease, the following shall be deemed "Events of Bankruptcy" of Tenant: (i) if Tenant becomes "insolvent", as defined in Title I 1 of the United States Code, entitled "Bankruptcy", 11 U.S.C. Section 101 et seq. (hereinafter called the "Bankruptcy Code"), or under the insolvency laws of any state, district, commonwealth or territory of the United States of America ("Insolvency Laws"); or (ii) if a receiver or custodian is appointed for any or all of Tenant's property or assets, or if there is instituted a foreclosure action on any of Tenant's property; or (iii) if Tenant files a voluntary petition under the Bankruptcy Code or Insolvency Laws; or (iv) if there is filed an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is not dismissed within thirty (30) days of filing, or results in issuance of an order for relief against the debtor; or (v) if Tenant makes or consents to an assignment of its assets, in whole or in part, for the benefit of creditors, or a common law composition of creditors.
- (B) Rights of Landlord to Terminate Lease. Upon the occurrence of an Event of Bankruptcy, or if Tenant takes advantage of any Insolvency Laws, then in any such event Landlord at its option and sole discretion may terminate this Lease by written notice to Tenant (subject, however, to applicable provisions of the Bankruptcy Code or Insolvency Laws during the pendency of any action thereunder involving Tenant as the subject debtor). If this Lease is terminated under this Section, Tenant shall immediately surrender and vacate the Premises, waives all statutory or other notice to quit, and agrees that Landlord's obligations under this Lease shall cease from such termination date, and Landlord may recover possession by process of law or in any other lawful manner. Furthermore, if this Lease terminates under this Section, Landlord shall have all rights and remedies against Tenant as provided in case of defaults of Tenant in payment of rent.
- (C) Trustee in Bankruptcy's Rights. If Tenant becomes the subject debtor in a case pending under the Bankruptcy Code, Landlord's right to terminate this Lease under this Section shall be subject to the applicable rights (if any) of the Trustee in Bankruptcy to assume or assign this Lease as then provided for in the Bankruptcy Code. However, the Trustee in Bankruptcy must give to Landlord and Landlord must receive proper written notice of the Trustee's assumption or rejection of this Lease, within thirty (30) days after the date of the Trustee's appointment; it being agreed that failure of the Trustee to give notice of such assumption hereof within said thirty (30) day period shall conclusively and irrevocably constitute the Trustee's

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rejection of this Lease and waiver of any rights of the Trustee to assume or assign this Lease. The Trustee shall not have the right to assume or assign this Lease unless said Trustee (i) promptly and fully cures all defaults under this Lease, (ii) promptly and fully compensates Landlord for all monetary damages incurred as a result of such default, and (iii) provides to Landlord "adequate assurance of future performance" (as defined below). Landlord and Tenant hereby agree in advance that "adequate assurance of future performance", as used in this Section, shall mean that all of the following minimum criteria must be met: (a) Tenant must pay to Landlord, at the time the next payment of Base Monthly Rent is then due under this Lease, in addition to such payment of rent, an amount equal to the next four (4) months rent due under this Lease, said amount to be held by Landlord in escrow until either the Trustee or Tenant defaults in its payment of rent or other obligations under this Lease (whereupon Landlord shall have the right to draw on such escrowed funds) or until the expiration of this Lease (whereupon the funds shall be returned to the Trustee or Tenant); (b) Tenant or Trustee must agree to pay to Landlord, at any time Landlord is authorized to and does draw on the funds escrowed pursuant to this Section 22(C)(iii), the amount necessary to restore such escrow account to the original level required by said provision; (c) Tenant or Trustee must pay to Landlord all rentals and other sums payable by Tenant hereunder including also therein its share (as estimated by Landlord) of the cost of all services if any provided by Landlord (whether directly or through agents or contractors, and whether or not the cost of such services is to be passed through to Tenant), in advance of the performance or provision of such services, and (d) Tenant or Trustee must agree that the use of the Premises as stated in this Lease will remain unchanged, and that the assumption or assignment of this Lease will not violate or affect the rights of other lessees in the Building. In the event Tenant is unable to: (i) cure its defaults, (ii) reimburse Landlord for its monetary damages, (iii) pay the rents due under this Lease or any other payments required of Tenant under this Lease on time, or (iv) meet the criteria and obligations imposed by (a) through (d) above in this Section 22, then Tenant hereby agrees in advance that it has not met its burden to provide adequate assurance of future performance, and this Lease may be terminated by Landlord in accordance with Section 22(B) above.

Liquidated Damage Obligations. It is further stipulated and agreed that, in the event of the termination of this Lease by the happening of any such event described in this Section 22, Landlord shall forthwith, upon such termination, and any other provisions of this to the contrary notwithstanding, become entitled to recover as and for the liquidated damages caused by such breach of the provisions of this Lease an amount equal to the difference between the then cash value of the Base Annual Rent reserved hereunder for the unexpired portion of the Term hereby demised, and the then cash rental value of the Premises for such unexpired portion of the Term hereby demised, unless the statute which governs or shall govern the proceeding in which such damages are to be proved limits or shall limit the amount of such claim capable of so being proved, in which case Landlord shall be entitled to prove as and for liquidated damages an amount equal to that allowed by or under any such statute. In addition, Landlord shall be entitled to recover all of its costs incurred in reletting the Premises including, but not limited to, brokerage fees, the value of any tenant concessions and the amount of any rent abatement. The provisions of this Section of this Lease shall be without prejudice to (a) Landlord's right to prove in full damages for rent accrued prior to the termination of this Lease, but not paid, or (b) any rights given to Landlord by any pertinent statute to prove for any amounts allowed thereby. In making any such computation, the then cash rental value of the Premises shall be deemed prima facie to be the rental

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realized upon any reletting, if such reletting can be accomplished by Landlord within a reasonable time after such termination of this Lease, and the then present cash value of the future rents hereunder reserved to Landlord for the unexpired portion of the Term hereby demised shall be deemed to be such sum, if invested at six percent (6%) per annum simple interest, as will produce the future rent over the period of time in question.

23. Defaults and Remedies.

Events of Default. It is agreed that if Tenant shall fail to pay the Base Annual Rent (including Base Monthly Rent), Additional Rent, or any other sums due Landlord hereunder, or any installments thereof as aforesaid, at the time the same shall become due and payable although no demand shall have been made for the same, when and as due as herein provided and such failure shall remain uncured for a period of five (5) days after written notice to Tenant; or if, after notice to Tenant and expiration of ten (10) days thereafter, Tenant shall violate or fail or neglect to keep and promptly perform any of the other covenants, conditions and agreements herein contained on the part of Tenant to be kept and performed (provided, however, that in the event any such default is not reasonably capable of being cured within the aforesaid ten (10) day cure, then such cure period shall be extended for such additional period of time as may reasonably be necessary to cure the same not to exceed an additional 60 days beyond such 10 days period, provided that Tenant promptly commences curative efforts and pursues the same diligently until completion); or if Tenant's estate hereby created shall be taken upon execution or other process of law then, and in each and every such event from thenceforth, and at all times thereafter, at the option of Landlord (and in addition to and not in limitation of Landlord's right to distrain for rent, and other remedies), this Lease and Tenant's right of possession shall thereupon cease and terminate, and Landlord shall be entitled to the possession of the Premises and to re-enter the same and remove all persons and property therefrom, without demand of rent or demand of possession of said Premises, and may forthwith proceed to recover possession of the Premises, any statutory or other notice to quit or of intention to re-enter the same being hereby expressly waived by Tenant. In the event of such re-entry by process of law or otherwise, Tenant nevertheless agrees to remain answerable for any and all damage, deficiency or loss of rent which Landlord may sustain by such re-entry, including also reasonable attorneys' fees and court costs; and in such case, Landlord reserves full power, which is hereby acceded to by Tenant, to re-let the Premises for the benefit of Tenant, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Tenant under the terms and provisions of this Lease. Any such re-lettings may be of all or any part of the Premises, and may be for a term or terms less than or greater than the then remaining portion of the Term of this Lease, all at Landlord's exclusive discretion. Such re-lettings shall be on such terms, rental and conditions as Landlord may determine, and in no event will Tenant have any right to any excess of such net rents collected from re-lettings over the sums payable by Tenant hereunder. Whether or not Landlord elects to terminate this Lease under this Section 23, Tenant shall remain liable for all damages, deficiencies, loss, costs and expenses in rent, reasonable attorneys' fees, court costs, brokerage commissions, and expenses incurred in preparing the Premises for re-letting (including any necessary alteration, none of which shall be deemed to release Tenant from liability hereunder). Landlord shall not be liable for failure to relet or to collect rentals under re-lettings, nor shall Tenant be released from liability by reason thereof. Any damage or loss of rent sustained by Landlord may be recovered from Tenant, at

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Landlord's option, at time of re-letting, or in separate actions as said damages become determinable from re-lettings, or in a single action deferred until expiration of the Term hereof (in which case the cause of action shall not accrue until the stated expiration of the Term hereof), or in a single action prior to the re-letting or termination or expiration hereof. Nothing herein shall prevent Landlord from proving in full damages for rent accrued prior to termination hereof and not paid, and from proving under any applicable laws any amounts allowed thereby, and recovering such sums.

In addition, in the event of the termination of this Lease pursuant to this Section 23, Landlord shall forthwith, upon such termination, and any other provisions of this Lease to the contrary notwithstanding, become entitled to recover as and for damages caused by such breach of the provisions of this Lease an amount equal to the difference between the then cash value of the Base Annual Rent reserved hereunder for the unexpired portion of the Term hereby demised, and the then cash rental value of the Premises for such unexpired portion of the Term hereby demised. In addition, Landlord shall be entitled to recover all of its costs incurred in reletting the Premises including, but not limited to, brokerage fees, the value of any tenant concessions and the amount of any rent abatement. In making any such computation, the then cash rental value of the Premises shall be deemed prima facie to be the rental realized upon any reletting, if such reletting is accomplished by Landlord within a reasonable time after such termination of this Lease, and the then present cash value of the future rents hereunder reserved to Landlord for the unexpired portion of the Term hereby demised shall be deemed to be such sum, if invested at five percent (5%) per annum simple interest, as will produce the future rent over the period of time in question.

- (B) No Waiver. It is further agreed that if under the provisions hereof, applicable summary process shall be served, and a compromise or settlement thereof shall be made, such compromise or settlement shall not constitute a waiver of any subsequent breach of any covenant, condition or agreement herein contained, and that no waiver by Landlord of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of any subsequent breach thereof. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.
- (C) <u>Late Charges</u>. In the event Tenant fails to pay when due any installment or installments of Base Monthly Rent, other Additional Rent or any other sums owing Landlord hereunder, and if such default is not corrected within five (5) days after the due date of such payment, Tenant shall pay to Landlord, in addition to the installment of Base Monthly Rent or Additional Rent so in default, a "late charge" in an amount equal to five cents (\$0.05) for each One Dollar (\$1.00) so in default to compensate Landlord for the additional expense resulting from Tenant's default, and not by way of penalty. If Tenant is in default under this Lease in any respect more than once in any Lease Year, then the aforesaid "late charge" shall permanently increase

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thereafter, for all defaults to be Ten Cents (\$0.10) for each One Dollar (\$1.00) so in default, and such increased "late charge" shall be payable as aforesaid. Regarding all of Tenant's covenants and obligations under this Lease, time is of the essence. Any such sums due hereunder which are not paid when due shall also bear interest at ten percent per annum until paid.

- Rights to Injunctive Relief. In addition to and not in limitation of the other remedies provided for in this Lease or by law, Landlord shall be entitled to the restraint or other enforcement by injunction of any violation or attempted or threatened violation of any of the terms. covenants, conditions, provisions or agreements of this Lease.
- No Limitations on Landlord's Remedies. (E) The remedies of Landlord provided for in this Lease are cumulative and are not intended to be exclusive of any other remedies to which Landlord may be lawfully entitled. The exercise by Landlord of any remedy to which it is entitled shall not preclude or hinder the exercise of any other such remedy, nor constitute an election of remedies.
- (F) Attorneys' Fees. In the event of any default by Tenant hereunder, Tenant shall reimburse Landlord all reasonable attorneys' fees and collection costs and expenses which Landlord may incur resulting therefrom, whether or not suit shall be brought by Landlord, together with all court costs which may be incurred. All such obligations of Tenant shall be deemed Additional Rent hereunder.
- 24. Damage by Fire or Casualty. In the event of damage or destruction of the Premises by fire or any other casualty, this Lease shall not terminate (except as otherwise expressly herein provided), but the Premises shall be repaired and restored as the case may be by Landlord at its own cost and expense to the extent hereinafter provided, subject however, to the following terms and conditions. Landlord's obligation to repair and restore the Premises shall be limited and conditioned to (i) its receipt and availability of sufficient insurance proceeds to cover all costs of such repairs and restoration including any related or attendant work and (ii) work originally done by Landlord in constructing the Premises. Unless this Lease is terminated, Tenant shall be obligated to repair and restore all other work in the Premises at Tenant's cost and expense. In no event shall Landlord be obligated to make any repairs or restoration of Tenant's equipment, furniture, furnishings, decorations or other property of Tenant, which shall be repaired and restored by Tenant at Tenant's cost and expense. Landlord reserves the right to elect not to repair, and instead to terminate this Lease, if the Premises are substantially damaged or if a major portion of the Building is damaged, or the extent of the damage renders the Building structurally unsound, as determined by Landlord (and whether or not including the Premises) or if there shall be less than one (1) year remaining in the Lease Term as of the date such repairs or restoration shall be estimated to be completed. Within sixty (60) days after the occurrence of any fire or other casualty damage to the Premises, Landlord shall notify Tenant as to whether or not Landlord elects to repair such damage or to terminate this Lease. If Landlord elects to make any such repairs or restoration under this Section, then due allowance shall be given for reasonable time required for adjustment and settlement of insurance claims, time required to obtain licenses and permits for the work, and for such other delays as may result from government restrictions, and controls on construction, if any, and for strikes, national emergencies and other conditions beyond the control of Landlord. It





is agreed that in any of the aforesaid events, if Landlord does not elect to terminate this Lease pursuant to this Section, this Lease shall continue in full force and effect, but if the condition is such so as to make the entire Premises untenantable, then Base Annual Rent shall abate as of the date of the damage until the earlier of the date which is one hundred twenty (120) days after Landlord has substantially completed the repair and restoration work to be performed by it under this Section and the date on which Tenant reopens for business in the Premises. Any prepaid Base Monthly Rent for the month in which said damage to the Premises occurs shall be prorated to the date of the damage. If the Premises are partially damaged or destroyed and Tenant is reasonably able to conduct its business operations in the remainder of the Premises, then Tenant shall be required to pay rental covering only that part of the Premises that Tenant is able to occupy, based on that portion of the total rent which the amount of usable floor area remaining that can be occupied bears to the total floor area of all the Premises covered by this Lease, for the period from the date of the damage until the earlier of the date which is one hundred twenty (120) days after Landlord has substantially completed the repair and restoration work to be performed by it under this Section and the date on which Tenant is able to resume business operations in the Premises. In the event the Premises are substantially or totally destroyed by fire or other casualty so as to be entirely untenantable and it shall require more than one hundred eighty (180) days from the date Landlord receives insurance proceeds covering such damage for Landlord to restore same, then either Landlord or, provided Tenant is not otherwise in default hereunder beyond the expiration of any applicable notice and cure period provided under this Lease, Tenant may, upon written notice to the other terminate this Lease, in which case the Base Monthly Rent shall be apportioned and paid to the date of said fire or other casualty. No compensation, or claim, or diminution of rent will be allowed or paid by Landlord by reason of inconvenience, annoyance, or loss of or injury to business arising from the necessity of or any delays in repairing the Premises or any portion of the Building, however the necessity may occur. Tenant shall notify Landlord of any damage to the Premises promptly upon the occurrence thereof.

25. Subordination. This Lease and all rights of Tenant hereunder are subject and subordinate to all mortgages and deeds of trust, and to all ground or underlying leases, which may now or hereafter affect the real property of which the Premises form a part, and all renewals, refinancings, modifications, consolidations, re-castings, replacements and extensions thereof. It is the intention of the parties that this clause shall be self-operative and that no further instrument of subordination shall be necessary to effectuate such subordination of this Lease. However, in confirmation of such subordination, Tenant shall execute and deliver promptly upon any request of Landlord or its mortgagees any certificate that Landlord may request confirming such subordinations. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate or certificates for and on behalf of Tenant if Tenant fails to execute and deliver same within seven (7) days after any request. Notwithstanding the foregoing, at the election of any mortgagee of Landlord, this lease may be made superior to the lien of the mortgage or deed of trust held by such mortgagee and in such events a subordination agreement reflecting such election shall be accordingly recorded among the land records. Despite the foregoing, the party secured by any such mortgage or deed of trust or purchaser at foreclosure thereof may recognize this Lease and, in the event of any foreclosure sale under such mortgage or deed of trust, such party secured or purchaser at foreclosure sale may require that this Lease remain in force thereafter, and in such event, Tenant agrees that, in the event of any foreclosure of any such

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mortgage or deed of trust or conveyance in lieu of foreclosure, Tenant will automatically attorn to and recognize the purchaser at any such sale as its landlord under this Lease, and will promptly execute, acknowledge and deliver promptly upon request of Landlord or such mortgagee or any purchaser at or prior to foreclosure, any instrument which in the opinion of such party aforesaid requesting same is necessary or appropriate to evidence such attornment by Tenant and/or the subordination of such mortgage or deed of trust to this Lease. Tenant hereby waives the provisions of any statute or rule of law, now or hereafter existing, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this Lease and Tenant's obligations hereunder in the event of any such foreclosure or conveyance in lieu of foreclosure. At the option of any lessor under any ground or underlying lease to which this Lease is now or may hereafter become subject or subordinate, Tenant agrees that neither the cancellation nor termination of such ground or underlying lease shall by operation of law or otherwise result in cancellation or termination of this Lease or the obligations of Tenant hereunder, and Tenant will attorn to such ground lessor or to any successor to Landlord's interest in such ground or underlying lease, and in such event this Lease shall continue as a direct lease between Tenant and such ground lessor or its successor. Any mortgagee or purchaser at foreclosure, and any such ground lessor or its successor under any such ground or underlying lease who requests such attornment shall not (i) be bound by any payment of rent or additional rent for more than one (1) month in advance, except payments in the nature of security for the performance by the lessee of its obligations under the Lease, but only to the extent such prepayments have been delivered to such successor in interest, (ii) be bound by an amendment or modification in the Lease made without the consent of such mortgagee or purchaser at foreclosure, and any such ground lessor or its successor or their respective agents or any such successor in interest, (iii) liable for damages for any act or omission of any prior lessor, including Landlord, or (iv) subject to any offsets or defenses which Tenant might have against any prior lessor, including Landlord, provided, however, that after succeeding to Landlord's interest under the Lease, the successor in interest shall perform all obligations of Landlord arising after the date of succession in accordance with the terms of the Lease; and furthermore, Landlord's mortgagee or purchaser at foreclosure, and any such ground lessor or its successor shall be discharged of any responsibility hereunder to Tenant which may have arisen (by reason of the mortgagee becoming a mortgagee in possession, a lessor or otherwise) after such mortgagee or purchaser at foreclosure, and any such ground lessor or its successor disposes of its interest in the Building of which the Premises form a part. If any Lender to Landlord requires changes in this Lease, provided such modifications are reasonable and do not materially adversely affect Tenant and do not increase the Base Monthly Rent or Additional Rent payable by Tenant hereunder, Tenant will agree to same.

Eminent Domain. In the event that the whole of the Building shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the Term and estate hereby granted shall forthwith cease and terminate as of the earlier of the date of vesting of title in such condensation or taking or the date of taking of possession by the condemning authority (such earlier date, whether with reference to a complete or partial taking of the Building, being referred to hereinafter as the "taking date"), and Tenant shall have no claim against Landlord. In the event that only a part of the Building shall be so condemned or taken, then (a) if substantial alteration or reconstruction of the Building shall, in the opinion of Landlord, be necessary or desirable as a result of such condemnation or taking (whether or not the Premises be affected thereby), this Lease and the Term and estate hereby granted may be terminated, effective as of the



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taking date, by and at the exclusive option of Landlord by giving notice of such termination to Tenant on or before the date which is thirty (30) days following the taking date, and (b) if such condemnation or taking shall be of a substantial part of the Premises or of all means of access thereto and such taking shall exceed thirty (30) days in duration, this Lease and the Term and estate hereby granted may be terminated by Tenant, effective as of the taking date, by its giving notice of such termination to Landlord on or before the date which is thirty (30) days after the taking date. or (c) if neither Landlord nor Tenant elects to terminate this Lease, as aforesaid, this Lease shall be and remain unaffected by such condemnation or taking, except that this Lease and the Term and estate hereby granted with respect to the part of the Premises (if any) so condemned or taken shall expire on the taking date, and except that the Base Monthly Rent and Additional Rent payable hereunder shall be appropriately reduced after the taking in proportion to the area of the Premises so taken or condemned. In the event that only a part of the Premises shall be so condemned or taken and this Lease and the Term and estate hereby granted with respect to the remaining portion of the Premises are not terminated as hereinbefore provided, Landlord shall proceed with reasonable diligence to restore the remaining portion of the Premises (other than Tenant's personal property or any of Tenant's goods, furniture or furnishings) as nearly as practicable to its condition prior to such condemnation or taking.

In the event of any condemnation or taking of all or a part of the Building, Landlord shall be entitled to receive the entire award in the condemnation proceeding, including also any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof, and Tenant shall be entitled to receive no part of such award; provided, however, that nothing herein shall preclude Tenant at its own expense in a separate action from Landlord's condemnation proceeding, to claim or receive from the condemning authority any compensation to which Tenant may otherwise lawfully be entitled in such case in respect of Tenant's personal property, Tenant's trade fixtures and equipment or for moving to a new location, provided that such award to Tenant does not reduce Landlord's award for the taking of Landlord's fee simple or leasehold interest in the Premises and the Building, the land and Landlord's interest in this Lease.

27. Tenant Holdover. If Tenant shall, with the knowledge and written consent of Landlord, continue to remain in the Premises after the expiration of the Term of this Lease, then and in that event, Tenant shall, by virtue of this agreement become a tenant by the month at the monthly rental payable in the last month of the immediately preceding expired Term hereof, commencing said monthly tenancy with the first day next after the end of the Term above demised; and said Tenant shall give to Landlord at least thirty (30) days written notice of any intention to quit the Premises, and Tenant shall be entitled to thirty (30) days written notice to quit the Premises, except in the event of nonpayment of rent in advance or of the breach of any other covenant by the said Tenant, in which event the said Tenant shall not be entitled to any notice to quit, the statutory thirty (30) days notice and all other notices to quit being hereby expressly waived; provided, however, that in the event that Tenant shall hold over after the expiration of the Term hereby created, and if Landlord shall desire to regain possession of the Premises promptly at the expiration of the Term aforesaid, then at any time prior to Landlord's acceptance of rent from Tenant as a monthly tenant hereunder, Landlord, at Landlord's option, may forthwith re-enter

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and take possession of the Premises without process, or by any legal process in force. Notwithstanding the foregoing, in the event Tenant shall wrongfully holdover subsequent to the expiration of the Term of this Lease, Landlord shall in lieu of rent be entitled to demand and receive from Tenant monthly use and occupancy payments for each month in which Tenant shall wrongfully holdover subsequent to the expiration of the Term of this Lease, in an amount equal to twice the monthly rental payable in the last month of the immediately preceding expired Term of this Lease. Each such use and occupancy payment shall be due on or before the first day of each calendar month in which Tenant shall wrongfully holdover hereunder. In no event shall Landlord's demand or acceptance of such use and occupancy payments be considered to constitute an acquiescence by Landlord to the extension of the Term hereof, and Landlord shall be entitled to obtain immediate possession of the Premises irrespective of any such demand or acceptance. In the event Tenant shall pay monthly use and occupancy payments for any calendar month following expiration of the Term hereof, such payment shall be pro-rated upon Tenant's surrender of full and exclusive possession of the Premises to Landlord, free of all subtenants and any other parties claiming by, through or under Tenant.

28. Mutual Waiver of Claims. Anything herein contained to the contrary, to the extent of the face amount of the respective insurance coverages carried by them or required to be carried by them pursuant to this Lease, Landlord and Tenant do each hereby release the other from any and all liability for any loss or damage to their respective properties caused by fire or any of the other casualties covered by the risks included in extended coverage insurance. This limited mutual release is given notwithstanding that such fire or other casualty shall have resulted from the act, omission or negligence of Landlord or Tenant or their respective agents, employees, licensees or contractors. Landlord and Tenant agree to cause their respective insurance policies covering the Building and/or the Premises and contents thereof to contain an appropriate endorsement whereby the insurer agrees that the insurance policy and coverage will not be invalidated by reason of the foregoing waiver of the right of recovery against Landlord or Tenant, respectively, for loss occurring to the properties or to the persons thereof covered by such policies, and whereby such insurers also waive any right of subrogation against Landlord and Tenant (as the case may be): and each party will, upon request, deliver to the other a certificate evidencing such waiver of subrogation by the insurer. However, the provisions of this Section 28 shall not be operative during any period of time when such "waiver of subrogation" feature is not available from insurance companies licensed to do business in the District of Columbia.

29. [RESERVED]

30. <u>Security Deposit</u>.

A. <u>Security Deposit</u>. Concurrent with its execution of this Lease, Tenant shall provide Landlord with a security deposit (the "Security Deposit") in the amount of <u>bac Thous of Sin Housed Nine</u> Dollars (\$ 1,690), in the form of cash, as security for Tenant's performance of Tenant's obligations under the Lease During the Term, Landlord shall retain the Security Deposit as security for Tenant's performance of Tenant's obligations hereunder. The Security Deposit shall be returned to Tenant, without interest, within forty-five (45) days after the expiration of the Term or sooner termination of this Lease, provided that Tenant has discharged

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all such obligations. Landlord may, in Landlord's discretion, from time to time apply the Security Deposit (by drawing upon the cash) to cure and/or compensate for any breach of any provision of this Lease by Tenant, and Tenant shall deposit with Landlord (in the form of cash) the amount so applied within ten (10) days after Landlord's request from time to time. The Security Deposit shall in no event be considered or construed as liquidated damages and shall not relieve Tenant from the obligation to pay any sum that may become due to Landlord under the terms of this Lease at the times stipulated therefor. Any Mortgagee or purchaser of the Premises ("Purchaser") shall be relieved and released from any obligation to account for or return the Security Deposit to Tenant in the event such Mortgagee or Purchaser comes into possession of the Premises by reason of foreclosure (or deed or proceeding in lieu of foreclosure) unless the Security Deposit shall have been actually delivered to such Mortgagee or Purchaser.

- B. <u>Financial Statements</u>. Within thirty (30) days of Landlord's written request from time to time, Tenant will submit to Landlord, any Mortgagee and/or Purchaser, the Tenant's current financial statements and financial statements covering the three (3) immediately preceding years. Any financial statements submitted by Tenant pursuant to the terms hereof shall include (at a minimum) an income statement and balance sheet. Within thirty (30) days of Landlord's written request, Tenant will also submit to Landlord, any Mortgagee and/or Purchaser any sales report or other sales records which Tenant maintains (including sales tax reports and reports maintained in connection with any franchise if Tenant is a franchisee) for the current year and the three (3) immediately preceding years.
- 31. Access. Following delivery of the Premises to Tenant, and subject to any applicable laws and regulations, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. Any access to the Building other than the Premises shall be subject to the rules and regulations established from time to time by Landlord for the Building and any such access outside of Building standard hours will be by means of a security access system, guard system or other arrangement as established from time to time by Landlord.
- 32. Performance by Tenant. Tenant covenants and agrees that it will perform all agreements herein expressed on its part to be performed, and that it will upon receipt of written notice specifying reasonable action desired by Landlord in connection with any such covenant (including the payment of money other than the rent reserved hereunder), promptly comply with such notice and further that if Tenant shall not promptly comply with such notice to the satisfaction of Landlord, then Landlord may, at its option, make any payments so specified on behalf of Tenant or enter upon the Premises and do the things specified in said notice, and Landlord shall have no liability to Tenant for any loss or damage resulting any way from such action by Landlord. Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action. Any and all such costs or expenses shall constitute Additional Rent hereunder.

33. <u>Landlord's Liability</u>.

(A) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY

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SUCCESSOR LANDLORD HEREUNDER) TO TENANT SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE BUILDING AND LAND AND THE INSURANCE PROCEEDS AND SALES PROCEEDS ARISING THEREFROM, (COLLECTIVELY, THE "LANDLORD ASSETS"), AND TENANT AGREES TO LOOK SOLELY TO THE LANDLORD ASSETS FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST THE LANDLORD, IT BEING INTENDED THAT NEITHER LANDLORD NOR ANY MEMBER, PRINCIPAL, PARTNER, SHAREHOLDER, OFFICER, DIRECTOR OR BENEFICIARY OF LANDLORD SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY. TENANT HEREBY COVENANTS THAT, PRIOR TO THE FILING OF ANY SUIT FOR AN ALLEGED DEFAULT BY LANDLORD HEREUNDER, IT SHALL GIVE LANDLORD AND ALL MORTGAGES WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES OR DEED OF TRUST LIENS ON THE LAND, BUILDING OR PREMISES NOTICE AND REASONABLE TIME TO CURE SUCH ALLEGED DEFAULT BY LANDLORD.

- (B) Tenant acknowledges that Landlord has entered into this Lease on the express understanding that any liability of Landlord to Tenant shall be limited to actual damages and shall not include indirect, consequential, incidental or punitive damages.
- 34. <u>Pronouns</u>. Feminine or neuter pronouns shall be substituted for those of masculine form, and the plural shall be substituted for the singular, in any place or places herein in which the context may require such substitution or substitutions. Landlord herein for convenience has been referred to in neuter form.
- 35. <u>Jury Trial Waiver</u>. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on or in respect of any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or claim of injury or damage.
- 36. <u>Notices</u>. All notices required or desired to be given hereunder by either party to the other shall be given in writing by hand, nationally recognized overnight commercial courier, or by registered or certified mail, return receipt requested and shall be effective upon receipt (or refusal to accept receipt) if hand delivered or if given by registered or certified mail, return receipt request, or one (1) business day following transmittal by nationally recognized overnight courier. Notices to the respective parties shall be addressed as follows:

If to Landlord: 140 Q Street, N.E.

Suite 140B

Washington, D.C. 20002

If to Tenant: At the Premises.

Either party may by like notice designate a new address to which notices shall be directed.

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- 37. Entire Agreement. This Lease together with exhibits referenced herein, attached hereto and made a part hereof, contains and embodies the entire agreement of the parties hereto, and no representations, inducements or agreements, oral or otherwise between the parties not contained and embodied in this Lease and the exhibits hereto, shall be of any force or effect. This Lease may not be modified or changed in whole or in part in any manner other than by an agreement in writing duly signed by all parties hereto.
- 38. <u>Hazardous Materials</u>. Tenant shall not, without the prior written consent of Landlord, cause or permit, knowingly or unknowingly, any Hazardous Materials (hereinafter defined) to be brought or remain upon, kept, used, discharged, leaked, or emitted in or about, or treated at the Premises, and then only as necessary in the conduct of Tenant's business in the Premises and in quantities necessary for use in such business. As used in this Lease, "Hazardous Materials" shall mean any hazardous, toxic or radioactive substance, materials, matter or waste which is or becomes regulated by any federal, state, commonwealth or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include asbestos, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. Section 9601 et seq., and/or the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. Section 6901 et seq. To obtain Landlord's consent, Tenant shall prepare an "Environmental Audit" for Landlord's review for items other than those typically found in a full service podcast studio and concert promotion office. Environmental Audit shall list: (i) the name(s) of each Hazardous Material and a Material Safety Data Sheet (MSDS) as required by the Occupational Safety and Health Act; (ii) the volume proposed to be used, stored and/or treated at the Premises (monthly); (iii) the purpose of such Hazardous Material; (iv) the proposed on-premises storage location(s); (v) the name(s) of the proposed off-premises disposal entity; and (vi) an emergency preparedness plan in the event of a release. Additionally, the Environmental Audit shall include copies of all required federal and local permits concerning or related to the proposed use, storage, or treatment of Hazardous Materials, at the Premises. Tenant shall submit a new Environmental Audit whenever it proposes to use, store, or treat a new Hazardous Material at the Premises or when the volume of existing Hazardous Materials to be used, stored, or treated at the Premises increases by ten percent (10%) during any thirty (30) day period. If Landlord in its reasonable judgment finds the Environmental Audit acceptable, then Landlord shall deliver to Tenant Landlord's written consent. Notwithstanding such consent, Landlord may revoke its consent upon: (i) Tenant's failure to remain in full compliance with applicable environmental permits and/or any other requirements under any federal, state, commonwealth or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement (including but not limited to CERCLA and/or RCRA), related to environmental safety, human health, or employee safety; (ii) the Tenant's business operations pose or potentially pose a human health risk to other occupants or tenants of the Building; or (iii) Tenant expands its use, storage, or treatment of Hazardous Materials in a manner inconsistent with the safe operation of the Building. Should Landlord consent in writing to Tenant bringing, using, storing or treating any Hazardous Material in or upon the Premises, Tenant shall strictly obey and adhere to any and all federal, state or local laws, ordinances, orders, rules, regulations, codes or any other governmental restrictions or requirements (including but not



limited to the CERCLA and/or RCRA), which in any way regulates, governs or impacts Tenant's possession, use, storage, treatment or disposal of said Hazardous Material. In addition, Tenant represents and warrants to Landlord that (i) Tenant shall apply for and remain in compliance with applicable RCRA and District of Columbia permits; (ii) Tenant shall report to applicable governmental authorities any release of reportable quantities of a hazardous substance(s) as mandated by Section 103(a) of CERCLA; (iii) Tenant, within five (5) days of receipts shall send to Landlord a copy of any notice, order, inspection report, or other document issued by any governmental authorities relevant to the Tenant's compliance status with environmental or health and safety laws; and (iv) Tenant shall remove from the Premises all Hazardous Materials at the termination of this Lease.

39. Miscellaneous.

- (A) <u>Governing Law</u>. This Lease shall be governed by and construed in accordance with the laws of the District of Columbia.
- (B) <u>Severability</u>. If any covenant or agreement of this Lease or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, then and in each such event the remainder of this Lease or the application of such covenant or agreement to any other person or any other circumstance shall not be thereby affected, and each covenant and agreement hereof shall remain valid and enforceable to the fullest extent permitted by law.
- (C) Mechanics Liens. Tenant shall not do or suffer anything to be done whereby the Land and/or Building may be encumbered by any mechanic's or Materialmen's lien, and shall, whenever and as often as any mechanic's or materialmen's lien is filed against the said Land and/or Building purporting to be for labor or material furnished or to be furnished to the Premises, discharge the same of record within ten (10) days after the date that Tenant receives notice of filing. Notice is hereby given that Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit, and that Tenant is in no event to be deemed the agent of Landlord under Title 40-301.01 of the District of Columbia Code (2001 Edition, as amended). No mechanic's or materialmen's or other lien for any such labor or materials shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Building and/or Land, by reason of any work performed or materials or labor supplied at the request of Tenant.
- (D) <u>Captions</u>. The captions and headings throughout this Lease are for convenience and reference only, and the words contained in such captions shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of this Lease.
- (E) <u>Broker</u>. Each of Tenant and Landlord represents to the other that it has not dealt with any broker or agent in connection with this Lease other than Divaris Real Estate, Inc. (representing Landlord), and each party shall hold the other harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation, including reasonable attorneys' fees and court costs, arising out of or relating to a breach by such party of its representation.

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- (F) <u>Due Execution</u>. Each of the individuals signing this Lease on behalf of Tenant do hereby represent and warrant to Landlord that they have them full right, power, capacity and authority to execute and deliver this Lease as a binding and valid obligation of Tenant hereunder.
- (G) <u>No Liability</u>. Landlord shall not be liable to Tenant, its employees, agents, invitees, licensees, customers, clients, family members or guests for any damages, compensation or claim arising from the necessity of repairing any areas of the Premises or the Building, the interruption of the use or occupancy of the Premises, accident or damage resulting from the use or operation (by Landlord, Tenant, or any other person or persons whatsoever) of elevators or heating, cooling, electrical or plumbing equipment or apparatus; or the termination of this Lease by reason of the destruction of the Premises; or from any fire, robbery, theft, mysterious disappearance and/or any other casualty or from any leakage in all or any part of the Premises or the Building, or from water, rain or snow that may leak into or flow from any part of the Premises or the Building, or from drains, pipes, or plumbing work in the Building, or from any other cause whatsoever.
- (H) <u>Survival</u>. Tenant's liabilities existing as of the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.
- (I) Reserved Rights. Landlord reserves the right to change the name and street address of the Building. Landlord reserves the right at any time and from time to time, as often as Landlord deems desirable, without the same constituting an actual or constructive eviction and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Lease, to make changes, alterations, additions, improvements, repairs, relocations or replacements in or to the Building and the fixtures and equipment thereof, as well as in or to the street entrances. halls, passages, stairways and other common facilities thereof, and to change the name by which the Building is commonly known and/or the building's address. Landlord reserves the right from time to time to install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Building, above the ceiling surfaces, below the floor surfaces, within the walls and in the central core areas of the Premises, and to relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Premises which are located in the Premises or located elsewhere outside the Premises. Landlord further reserves the right at any time to alter, expand or change the means of ingress thereto and egress therefrom. Nothing contained herein shall be deemed to relieve Tenant of any duty, obligation or liability with respect to making any repair, replacement or improvement or complying with any law, order or requirement of any government or other authority; and nothing contained herein shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, supervision or repair of the Building, or any part thereof, other than as expressly provided in this Lease. Landlord shall exercise reasonable efforts to minimize any interference with Tenant's use and enjoyment of the Premises and reasonable means of access to the Premises, in exercising Landlord's rights under this Section 39(I).
- (J) <u>Rules of Construction</u>. The parties acknowledge that each party and its counsel have reviewed and revised this Lease, and the parties hereby agree that the normal rule of

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construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments thereto.

- (K) <u>Tenant Liability</u>. If two or more individuals, corporations, partnerships or other persons (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other persons to pay the rent and perform all other obligations hereunder shall be deemed to be joint and several.
- (L) <u>Time is of the Essence</u>. Time is of the essence of each provision of this Lease.
- (M) <u>Benefit and Burden</u>. The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective heirs, executors, administrators, successors, and assigns. Landlord may freely assign its interest hereunder.
- (N) <u>Gender and Number</u>. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution or substitutions. Landlord herein for convenience has been referred to in the neuter form.
- (O) <u>Representations</u>. Each party hereto represents and warrants to the other that it is duly authorized to execute and deliver this Lease and, upon such execution and delivery by both parties hereto, this Lease shall be the valid and binding obligation of such party.
- (P) <u>Submission of Lease</u>. The submission of this Lease for examination does not constitute a reservation of or an option for lease, and the same shall not be effective as a lease or otherwise until execution and delivery by both Landlord and Tenant and consented to by Landlord's mortgagee(s).
- (Q) Quiet Enjoyment. Tenant, upon paying all the rent reserved herein and performing all of Tenant's other obligations in this Lease, shall peaceably and quietly have, hold and enjoy the Premises during the Term without ejection by any person lawfully claiming by, through or under Landlord pursuant to the terms of this Lease, subject however to all mortgages and deeds of trust, encumbrances, easements and underlying leases to which this Lease may be or become subject and subordinate, from time to time.
- (R) OFAC. Landlord and Tenant each hereby represents and warrants to the other that (i) the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC") has not listed such party or any of such party's affiliates, or any person that controls, is controlled by, or is under common control with such party, on its list of Specially Designated Nationals and Blocked Persons; and (ii) such party is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order, the United States Treasury Department, or United States Office of Homeland Security as a terrorist, Specially Designated National and Blocked Person, or other banned or blocked person, entity, nation or pursuant to any law, order, rule or regulation that is enforced or administered by the OFAC.

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- (S) <u>Guaranty.</u> As a material inducement to Landlord to enter into this Lease, John Ayllon and Francisco Martinez (collectively, the "Guarantor"), have executed and delivered that certain Guaranty in the form attached hereto as <u>Exhibit D</u> (the "Guaranty"). This Lease shall not be effective until an original Guaranty executed by Guarantor is delivered to and accepted by Landlord.
- Permit Contingency. The parties acknowledge and agree that this Lease is (T)contingent on Tenant's ability to secure the permits necessary to operate in the Premises for the Permitted Use (collectively the "Permits"). Tenant agrees to apply for the Permits within five (5) business days following the Effective Date. Tenant shall provide Landlord with evidence of Tenant's filing of the Permits and diligently and in good faith pursue procurement of the Permits. Landlord agrees to reasonably cooperate with Tenant (at no additional cost or expense to Landlord) in connection with Tenant's procurement of the Permits. Notwithstanding anything herein to the contrary, provided that Tenant has complied with all of Tenant's obligations set forth in this paragraph, then if Tenant fails to obtain the Permits on or before the one hundred eightieth (180th) day following the Effective Date (the "Permit Deadline"), Tenant may terminate this Lease on thirty (30) days prior written notice to Landlord, which notice shall be effective if delivered to Landlord no later than ten (10) days following the Permit Deadline. Notwithstanding the foregoing. Landlord shall have the right to obtain the Permits on Tenant's behalf (Tenant hereby agreeing to reasonably cooperate with Landlord in connection with same) and if Landlord obtains the Permits within such thirty (30) day period, Tenant's notice to terminate shall be deemed null and void and of no further force or effect, and this Lease shall continue in accordance with its terms. Should Tenant effectively terminate this Lease, both parties shall be released from further obligations under this Lease, other than Landlord's obligation to return to Tenant any prepaid rent and the Security Deposit received by Landlord from Tenant hereunder. Notwithstanding anything to the contrary, should Tenant commence any construction in the Premises, Tenant shall be deemed to have waived the contingency set forth in this paragraph, and this Lease shall continue in full force and effect notwithstanding Tenant's failure to obtain any of the Permits.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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IN WITNESS WHEREOF Landlord and Tenant have executed this Lease under seal as of the day and year first above written

WITNESS:	LANDLORD:
	COLUMBIA ROAD RETAIL 1, LLC
	By: (SEAL)
	Name: Peter Bonnell
	Title: Avaluarized Person
WITNESS:	TENANT:
	QBATON 202 TU RADIO LLC
9	By: (SEAL)
	Name: Francisco Martinez

Title:

EXHIBIT A

THE PREMISES

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These floorplans are NOT to scale and are only purposed for demonstration of layout purposes.

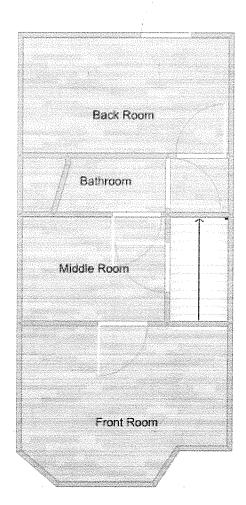






EXHIBIT B

LEGAL DESCRIPTION OF LAND

 $1752\ Columbia\ Road,\ NW,\ Washington,\ DC,\ also\ referred\ to\ and\ known\ for\ assessment\ and\ taxation\ purposes\ as\ Square\ 2564,\ Lot\ 0034$

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EXHIBIT C

INTENTIONALLY OMITTED



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EXHIBIT D

GUARANTY OF LEASE

For and during the Lease Term, including any renewal, option or holdover terms thereto (hereinafter called the "Guaranty Period"),

- (a) the due and punctual payment in full (and not merely the collectibility) when and as due of all rentals, including any escalations or additional rental due under the Lease,
- (b) the due and punctual performance and completion by Tenant of all covenants, undertakings, duties, agreements, liabilities, obligations and requirements made by or imposed upon Tenant pursuant to the terms and provisions of the Lease, and
- (c) the due and punctual payment in full of all costs and expenses, including without limitation all court costs, all expenses and all reasonable attorney's fees, paid or incurred by Landlord in the enforcement of Landlord's rights under the Lease and under this Guaranty and of Tenant's obligations under the Lease and Guarantor's obligations under this Guaranty.

All matters mentioned in clauses (a), (b) and (c) of the preceding sentence are hereinafter collectively sometimes called the "Obligations".

Guarantor hereby expressly further covenants and agrees that if any default shall be made by Tenant in the payment of any of the Obligations at any time(s) during the Guaranty Period, then and in any such event Guarantor will, well and truly pay the Obligations and all arrears thereof and perform and complete the Obligations and all defaults thereunder, and all costs and expenses which Landlord may suffer or sustain in connection with pursuing its rights against Guarantor hereunder.

In the event of the termination of the Lease (except by voluntary surrender accepted by Landlord, or except by expiration of the term of the Lease), or in the event of any disavowal, disclaimer, disaffirmation, rejection or abandonment of the Lease pursuant to any statute or judgment, then, at the option of Landlord to be exercised at any time within six (6) months thereafter, Guarantor shall execute a new lease of the Premises directly with Landlord, pursuant to which Guarantor shall be the tenant, on the same terms and conditions as those set out in the Lease, and

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for a term equal to the remaining term thereof prior to the disavowal, disclaimer, disaffirmation, abandonment, rejection or termination thereof.

The liabilities and undertakings of Guarantor shall be and are primary, direct and immediate and shall not be conditional or contingent upon the pursuit or enforcement by Landlord of any remedies it may have against Tenant with respect to the Lease, whether pursuant to the terms thereof or by operation of law. Without limiting the generality of the foregoing, it is agreed that Landlord need not make any demand on Tenant, (except to the extent of notice required under the Lease) or otherwise pursue, enforce or exhaust its remedies against Tenant either before, concurrently with or after pursuing or enforcing its rights and remedies hereunder. Any one or more successive or concurrent actions or proceedings may be brought against Guarantor under this Guaranty, in separate actions or proceedings, as often as Landlord may deem expedient or advisable, and without constituting an election of remedies or a bar to any other remedies available to Landlord.

Guarantor hereby expressly waives (i) presentment and demand for payment of the Obligations and protest of non payment; (ii) notice of acceptance by Landlord of this Guaranty and of presentment, demand and protest thereof; (iii) notice of any default hereunder or under the Lease (except to the extent of notice required under the Lease) and notice of all indulgences; (iv) demand for observance, performance or enforcement of any of the terms or provisions of this Guaranty or the Lease; (v) any right or claim of right to cause a marshalling of the assets of Tenant; (vi) a jury trial in any proceeding at law or in equity in any court of competent jurisdiction; and (vii) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

Guarantor hereby further agrees that the failure of Landlord to require strict performance at any time(s) of the terms, provisions or covenants of the Lease or any waiver by Landlord of performance by Tenant thereunder, shall not release the Guarantor from any liability under this Guaranty. Guarantor hereby agree that the terms and provisions of the Lease may be amended or modified in any manner in writing by the parties thereto without notice to Guarantor, and without Guarantor's consent, approval or waiver, and without thereby releasing Guarantor from any liability under this Guaranty. This Guaranty, and Guarantor's liabilities and obligations hereunder, shall extend fully to the Lease and also to all of the terms and provisions of any and all amendments, modifications or changes at any times(s) made to the Lease, with or without notice thereof. This Guaranty and Guarantor's liability hereunder shall continue unaffected by any assignment or assignments of the Lease (in whole or in part) or by any sublettings in whole or in part of the premises demised thereunder, made from time to time, whether or not notice thereof is given to Guarantor. Guarantor hereby expressly waives all right to notice or approval by them of any assignment, subletting, modification or amendment affecting the Lease in whole or in part, and also as to the substance of any such modifications or amendments to the Lease made at any time(s). Guarantor hereby acknowledges his receipt of a complete copy of the Lease prior to execution of this Guaranty.

This Guaranty shall be construed under the laws of the District of Columbia. All provisions hereof shall be binding upon and enforceable against Guarantor and shall inure to the benefit of and be enforceable by Landlord and its successors in interest, heirs and assigns. Time is hereby agreed to be of the essence as regards all of Guarantor's liabilities, covenants, undertakings and obligations hereunder.

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If Landlord becomes obligated by any bankruptcy or other law involving Tenant or Guarantor as the subject debtor to repay to Tenant or any Guarantor or to any trustee, receiver or other representative or any of them, any amounts previously paid to Landlord under the Lease or the Guaranty, then this Guaranty shall be reinstated in the amount of such repayment. Landlord shall not be required to litigate or otherwise dispute its obligation to make such repayments if it in good faith and on the advice of counsel believes that such obligation exists or might exist. Guarantor hereby waives any claim, right or remedy which Guarantor may now have or hereafter acquire against Tenant that arises hereunder and/or from the performance by Guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement exoneration, indemnification, or participation in any claim, right or remedy of Guarantor against Tenant or any security which Guarantor now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

Guarantor agrees that if the Lease shall be rejected by the Lessee or otherwise prematurely terminated in any bankruptcy or insolvency proceeding affecting Tenant, then at Landlord's option to be exercised within ninety (90) days of such rejection by notice to Guarantor at the address for Guarantor last provided to Landlord, the Landlord shall be entitled to substitute prospectively the Guarantor as the "Tenant" under this Lease, so as to assure the continued uninterrupted payment and performance of the Lessee's obligations under the Lease for the entire balance of the Lease Term, without consideration of any termination resulting by reason of the rejection or termination in the bankruptcy or insolvency proceeding.

None of the terms or provisions of this Guaranty may be waived, modified, discharged or terminated except by instrument in writing executed by Landlord. None of the terms or provisions of this Guaranty shall be deemed to have been abrogated or waived by reason of any failure or failures of Landlord to enforce the same. Guarantor shall not be relieved of any liability hereunder by reason of the failure of Landlord to comply with any request of Guarantor or of any other person to take action to enforce any provisions of the Lease or by reason of any agreement of stipulation extending the time of payment of the Obligations or of performance or modifying the terms of the Lease without first having obtained the consent of Guarantor.

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WITNESS the execution hereof by the Guarantor on this 23 day of march, 2018.	
WITNESS: GUARANTOR:	
SOCIAL SECURITY NUMBER 57908708 v	
ATTACH COPY OF DRIVER'S LICENSE OR OTHER VERIFIABLE PHOTO IDENTIFICATION TO THIS GUARANTY	
Subscribed and sworn to before me this 23 day of More and whose social security number is as above described.	
My commission expires: REYMUNDO J. ARROYO District of Columbia Notary Public My Commission Expires November 14, 2021 REYMUNDO J. ARROYO District of Columbia Notary Public My Commission Expires November 14, 2021	O O * Printer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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WITNESS:	GUARANTOR:
	,
	[SEAL]
	FRANCISCO MARTINEZ
SOCIAL SECURITY NUME	BER 390-57-7798

ATTACH COPY OF DRIVER'S LICENSE OR OTHER VERIFIABLE PHOTO IDENTIFICATION TO THIS GUARANTY

Subscribed and sworn to before me this 23 day of 40,000, by Francisco Martinez, being personally well known to me or identified to me and whose social security number is as above described.

Notary Public

My commission expires:

REYMUNDO J. ARROYO
District of Columbia Notary Public
My Commission Expires November 14, 2021



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Lease Ledger

Date: 06/22/2022 Property: 8-1061

Teriant: 10070057 Qbaton 202 Tu Radio LLC From Date: 04/01/2018 To Date: 06/30/2023

Move in Date: 04/01/2018

Un#(S): 1752-3

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec Hold
05/23/2018	Security Deposit		1,690.00	0.00	1,690.00	C-383728 No
05/23/2018	Chk# 10008700350		0.00	1,690.00	0.00	R-304421
05/23/2018	Chk# 1000870361		0.00	1,690.00	(1,690.00)	R-304422
07/01/2018	Commercial Rent (07/2018)	1752-3	1,690.00	0.00	0.00	C-391475 No
08/01/2018	Commercial Rent (08/2018)	1752-3	1,690.00	0.00	1,690.00	C-397193 No
09/01/2018	Commercial Rent (09/2018)	1752-3	1,690.00	0.00	3,380.00	C-404953 No
09/12/2018	One-time concession credit given to resident for damages that were made by our guys		(725.00)	0.00	2,655.00	C-410259 No
10/01/2018	Commercial Rent (10/2018)	1752-3	1,690.00	0.00	4,345.00	C-411235 No
11/01/2018	Commercial Rent (11/2018)	1752-3	1,690.00	0.00	6,035.00	C-418774 No
1/30/2018	Chk# 1001509980		0.00	1,690.00	4,345.00	R-324791
1/30/2018	Chk# 1001509975		0.00	1,690.00	2,655.00	R-324792
12/01/2018	Commercial Rent (12/2018)	1752-3	1,690.00	0.00	4,345.00	C-426453 No
01/01/2019	Commercial Rent (01/2019)	1752-3	1,690.00	0.00	6,035.00	C-432191 No
01/23/2019	Chk# 1001632529		0.00	2,655.00	3,380.00	R-331020
11/23/2019	Chk# 1001386604 NSFed by ctrl# 336444 Check was returned for the following reason: Stop-payment		0.00	2,655.00	725.00	R-331022
01/31/2019	Returned check charge		35.00	0.00	760.00	C-454026 No
1/31/2019	Chk# 1001386604 NSF receipt Ctr# 331022		0.00	(2,655.00)	3,415.00	R-336444
2/01/2019	Commercial Rent (02/2019)	1752-3	1,690.00	0.00	5,105.00	C-439532 No
2/21/2019	Chk# 1001562186 Reversed by ctrl# 335011 Resident placed a stop payment on the check.		0.00	1,690.00	3,415.00	R-335006
02/21/2019	Chk# 1001631166		0.00	1,690.00	1,725.00	R-335007
2/28/2019	Chk# 1001562186 :Prog Gen Reverses receipt Ctrl# 335006 Resident placed a stop payment on the check.		0.00	(1,690.00)	3,415.00	R-335011
3/01/2019	Commercial Rent (03/2019)	1752-3	1,690.00	0.00	5,105.00	C-446648 No
04/01/2019	Commercial Rent (04/2019)	1752-3	1,690.00	0.00	6,795.00	C-461059 No
04/17/2019	Retail Utility Reimbursement for 01/2019 thru 04/2019 (S25 per month)		100.00	0.00	6,895.00	C-462084 No
05/01/2019	Commercial Rent (05/2019)	1752-3	1,690.00	0.00	8,585.00	C-462391 No
05/01/2019	Retail Utility Reimbursement (05/2019)	1752-3	25.00	0.00	8,610.00	C-462392 No
5/03/2019	Chk# 1001873019 :CHECKscan Payment		0.00	1,700.00	6,910.00	R-342836
)5/03/2019	Chk# 1001930453 :CHECKscan Payment		0.00	1,700.00	5,210.00	R-342837
06/01/2019	Commercial Rent (06/2019)	1752-3	1,690.00	0.00	6,900.00	C-468775 No
06/01/2019	Retail Utility Reimbursement (06/2019)	1752-3	25.00	0.00	6,925.00	C-468776 No
06/25/2019	Chk# 1002037719 CHECKscan Payment		0.00	1,700.00	5,225.00	R-351551
06/25/2019	Chk# 1002037722 :CHECKscan Payment		0.00	1,700.00	3,525.00	R-351552

Lease Ledger

Date: 08/22/2022 Property: 8-1061

Tenant: 10070057 Obaton 202 Tu Radio LLC From Date: 04/01/2018 To Date: 06/30/2023

Move in Date: 04/01/2018

Un#(S): 1752-3

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec Hold
07/01/2019	Commercial Rent (07/2019)	1752-3	1,740.70	0.00	5,265.70	C-482938 No
07/01/2019	Retail Utility Reimbursement (07/2019)	1752-3	25.00	0.00	5,290.70	C-482939 No
08/01/2019	Commercial Rent (08/2019)	1752-3	1,740.70	0.00	7,031.40	C-490784 No
08/01/2019	Retail Utility Reimbursement (08/2019)	1752-3	25.00	0.00	7,056.40	C-490785 No
09/01/2019	Commercial Rent (09/2019)	1752-3	1,740.70	0.00	8,797.10	C-506635 No
09/01/2019	Retail Utility Reimbursement (09/2019)	1752-3	25.00	0.00	8,822.10	C-506636 No
10/01/2019	Commercial Rent (10/2019)	1752-3	1,740.70	0.00	10,562.80	C-509882 No
10/01/2019	Retail Utility Reimbursement (10/2019)	1752-3	25.00	0.00	10,587.80	C-509883 No
0/08/2019	Chk# 1002347816 :CHECKscan Payment		0.00	4,000.00	6,587.80	R-365960
1/01/2019	Commercial Rent (11/2019)	1752-3	1,740.70	0.00	8,328.50	C-524156 No
11/01/2019	Retail Utility Reimbursement (11/2019)	1752-3	25.00	0.00	8,353.50	C-524157 No
1/18/2019	Chk# 1002441389 :CHECKscan Payment		0.00	1,800.00	6,553.50	R-370915
2/01/2019	Commercial Rent (12/2019)	1752-3	1,740.70	0.00	8,294.20	C-531441 No
2/01/2019	Retail Utility Reimbursement (12/2019)	1752-3	25.00	0.00	8,319.20	C-531442 No
2/06/2019	Chk# 1002477197 :CHECKscan Payment		0.00	1,800.00	6,519.20	R-373581
11/01/2020	Commercial Rent (01/2020)	1752-3	1,740.70	0.00	8,259.90	C-538511 No
11/01/2020	Retail Utility Reimbursement (01/2020)	1752-3	25.00	0.00	8,284.90	C-538512 No
1/06/2020	Chk# 1002560906 :CHECKscan Payment		0.00	2,500.00	5,784.90	R-377123
2/01/2020	Commercial Rent (02/2020)	1752-3	1,740.70	0.00	7,525.60	C-546205 No
02/01/2020	Retail Utility Reimbursement (02/2020)	1752-3	25.00	0.00	7,550.60	C-546206 No
2/10/2020	Chk# 1002646933 :CHECKscan Payment		0.00	2,500.00	5,050.60	R-383485
3/01/2020	Commercial Rent (03/2020)	1752-3	1,740.70	0.00	6,791.30	C-553916 No
3/01/2020	Retail Utility Reimbursement (03/2020)	1752-3	25.00	0.00	6,816.30	C-553917 No
3/04/2020	Chk# 1002707228 :CHECKscan Payment		0.00	2,500.00	4,316.30	R-386891
4/01/2020	Commercial Rent (04/2020)	1752-3	1,740.70	0.00	6,057.00	C-561605 No
4/01/2020	Retail Utility Reimbursement (04/2020)	1752-3	25.00	0.00	6,082.00	C-561606 No
4/02/2020	Chk# 1002765464 :CHECKscan Payment		0.00	2,500.00	3,582.00	R-391169
5/01/2020	Commercial Rent (05/2020)	1752-3	1,740.70	0.00	5,322.70	C-569067 No
5/01/2020	Retail Utility Reimbursement (05/2020)	1752-3	25.00	0.00	5,347.70	C-569068 No
5/12/2020	Chk# 4722001200 :CHECKscan Payment	wa	0.00	2,500.00	2,847.70	R-397736
6/01/2020	Commercial Rent (06/2020)	1752-3	1,740.70	0.00	4,588.40	C-572130 No
6/01/2020	Ret Util Reimbursement for Water (06/2020)	1752-3	25.00	0.00	4,613.40	C-572131 No
06/15/2020	Chk# 1002900140 :CHECKscan Payment		0.00	2,500.00	2,113.40	R-402365
17/01/2020	Commercial Rent (07/2020)	1752-3	1,792.92	0.00	3,906.32	C-579519 No
07/01/2020	Ret Util Reimbursement for Water (07/2020)	1752-3	25.00	0.00	3,931.32	C-579520 No
07/14/2020	Chk# 1002959989 :CHECKscan Payment		0.00	2,500.00	1,431.32	R-406989

Lease Ledger

Date: 06/22/2022 Property: 8-1061

Teriant: 10070057 Obaton 202 Tu Radio LLC From Date: 04/01/2018 To Date: 06/30/2023

Move in Date: 04/01/2018

Unä(S): 1752-3

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec Hold
07/20/2020	COVID Rent Increase Concession (07/2020)		(52.22)	0.00	1,379.10	C-594950 No
08/01/2020	Commercial Rent (08/2020)	1752-3	1,792.92	0.00	3,172.02	C-585541 No
08/01/2020	Ret Util Reimbursement for Water (08/2020)	1752-3	25.00	0.00	3,197.02	C-585542 No
08/01/2020	COVID Rent Increase Concession (08/2020)		(52.22)	0.00	3,144.80	C-594951 No
08/20/2020	Chk# 6601701879 :CHECKscan Payment		0.00	2,500.00	644.80	R-412275
09/01/2020	Commercial Rent (09/2020)	1752-3	1,792.92	0.00	2,437.72	C-593372 No
09/01/2020	Ret Util Reimbursement for Water (09/2020)	1752-3	25.00	0.00	2,462.72	C-593373 No
09/01/2020	COVID Rent Increase Concession (09/2020)		(52.22)	0.00	2,410.50	C-595150 No
10/01/2020	Commercial Rent (10/2020)	1752-3	1,792.92	0.00	4,203.42	C-601318 No
10/01/2020	Ret Util Reimbursement for Water (10/2020)	1752-3	25.00	0.00	4,228.42	C-601319 No
10/01/2020	COVID Rent Increase Concession (10/2020)	1752-3	(52.22)	0.00	4,176.20	C-601320 No
10/02/2020	Chk# 1003134749 :CHECKscan Payment		0.00	2,500.00	1,676.20	R-421162
10/30/2020	Chk# 6601702589 :CHECKscan Payment		0.00	1,116.20	560.00	R-425884
11/01/2020	Commercial Rent (11/2020)	1752-3	1,792.92	0.00	2,352.92	C-610898 No
11/01/2020	Ret Util Reimbursement for Water (11/2020)	1752-3	25.00	0.00	2,377.92	C-610899 No
11/01/2020	COVID Rent Increase Concession (11/2020)	1752-3	(52.22)	0.00	2,325.70	C-610900 No
12/01/2020	Commercial Rent (12/2020)	1752-3	1,792.92	0.00	4,118.62	C-619157 No
12/01/2020	Ret Util Reimbursement for Water (12/2020)	1752-3	25.00	0.00	4,143.62	C-619158 No
12/01/2020	COVID Rent Increase Concession (12/2020)	1752-3	(52.22)	0.00	4,091.40	C-619159 No
01/01/2021	Commercial Rent (01/2021)	1752-3	1,792.92	0.00	5,884.32	C-626442 No
01/01/2021	Ret Util Reimbursement for Water (01/2021)	1752-3	25.00	0.00	5,909.32	C-626443 No
01/01/2021	COVID Rent Increase Concession (01/2021)	1752-3	(52.22)	0.00	5,857.10	C-626444 No
02/01/2021	Commercial Rent (02/2021)	1752-3	1,792.92	0.00	7,650.02	C-634749 No
02/01/2021	Ret Util Reimbursement for Water (02/2021)	1752-3	25.00	0.00	7,675.02	C-634750 No
02/01/2021	COVID Rent Increase Concession (02/2021)	1752-3	(52.22)	0.00	7,622.80	C-634751 No
3/01/2021	Commercial Rent (03/2021)	1752-3	1,792.92	0.00	9,415.72	C-642883 No
03/01/2021	Ret Util Reimbursement for Water (03/2021)	1752-3	25.00	0.00	9,440.72	C-642884 No
03/01/2021	COVID Rent Increase Concession (03/2021)	1752-3	(52.22)	0.00	9,388.50	C-642885 No
04/01/2021	Commercial Rent (04/2021)	1752-3	1,792.92	0,00	11,181.42	C-651005 No
04/01/2021	Ret Util Reimbursement for Water (04/2021)	1752-3	25.00	0.00	11,206.42	C-651006 No
04/01/2021	COVID Rent Increase Concession (04/2021)	1752-3	(52.22)	0.00	11,154.20	C-651007 No
05/01/2021	Commercial Rent (05/2021)	1752-3	1,792.92	0.00	12,947.12	C-659338 No
05/01/2021	Ret Util Reimbursement for Water (05/2021)	1752-3	25.00	0.00	12,972.12	C-659339 No
05/01/2021	COVID Rent Increase Concession (05/2021)	1752-3	(52.22)	0.00	12,919.90	C-659340 No
06/01/2021	Commercial Rent (06/2021)	1752-3	1,792.92	0.00	14,712.82	C-668170 No
06/01/2021	Ret Util Reimbursement for Water (06/2021)	1752-3	25.00	0.00	14,737.82	C-668171 No

EXHIBIT B - LEDGER

Lease Ledger

Date: 06/22/2022 Property: 8-1061

Teriant: (0070057 Quaton 202 Tu Radio LLC From Date: 04/01/2018 To Date: 06/30/2023

Move in Date: 04/01/2018

Unii(S): 1752-3

Date	Description	Unit	Charge	Payment	Balance	Chg/Rec Hold
06/01/2021	COVID Rent Increase Concession (06/2021)	1752-3	(52.22)	0.00	14,685.60	C-668172 No
07/01/2021	Commercial Rent (07/2021)	1752-3	1,846.71	0.00	16,532.31	C-677140 No
07/01/2021	Ret Util Reimbursement for Water (07/2021)	1752-3	25.00	0.00	16,557.31	C-677141 No
07/12/2021	COVID Rent Increase Concession (07/2021)		(106.01)	0.00	16,451.30	C-684747 No
08/01/2021	Commercial Rent (08/2021)	1752-3	1,846.71	0.00	18,298.01	C-686047 No
08/01/2021	Ret Util Reimbursement for Water (08/2021)	1752-3	25.00	0.00	18,323.01	C-686048 No
08/01/2021	COVID Rent Increase Concession (08/2021)	1752-3	(106.01)	0.00	18,217.00	C-686049 No
09/01/2021	Commercial Rent (09/2021)	1752-3	1,846.71	0.00	20,063.71	C-694888 No
09/01/2021	Ret Util Reimbursement for Water (09/2021)	1752-3	25.00	0.00	20,088.71	C-694889 No
09/20/2021	COVID Rent Increase Concession (09/2021)		(106.01)	0.00	19,982.70	C-704065 No
10/01/2021	Commercial Rent (10/2021)	1752-3	1,846.71	0.00	21,829.41	C-704133 No
10/01/2021	Ret Util Reimbursement for Water (10/2021)	1752-3	25.00	0.00	21,854.41	C-704134 No
10/01/2021	COVID Rent Increase Concession (10/2021)	1752-3	(106.01)	0.00	21,748.40	C-704135 No
11/01/2021	Commercial Rent (11/2021)	1752-3	1,846.71	0.00	23,595.11	C-713383 No
11/01/2021	Ret Util Reimbursement for Water (11/2021)	1752-3	25.00	0.00	23,620.11	C-713384 No
11/01/2021	COVID Rent Increase Concession (11/2021)	1752-3	(106.01)	0.00	23,514.10	C-713385 No
12/01/2021	Commercial Rent (12/2021)	1752-3	1,846.71	0.00	25,360.81	C-723094 No
12/01/2021	Ret Util Reimbursement for Water (12/2021)	1752-3	25.00	0.00	25,385.81	C-723095 No
12/01/2021	COVID Rent Increase Concession (12/2021)	1752-3	(106.01)	0.00	25,279.80	C-723096 No
01/01/2022	Commercial Rent (01/2022)	1752-3	1,846.71	0.00	27,126.51	C-733412 No
01/01/2022	Ret Util Reimbursement for Water (01/2022)	1752-3	25.00	0.00	27,151.51	C-733413 No
02/01/2022	Retail Utility Reimbursement for Water (02/2022)		25.00	0.00	27,176.51	C-751657 No
02/01/2022	Commercial Rent (02/2022)		1,846.71	0.00	29,023.22	C-751658 No
03/01/2022	Commercial Rent (03/2022)	1752-3	1,846.71	0.00	30,869.93	C-752926 No
03/01/2022	Ret Util Reimbursement for Water (03/2022)	1752-3	25.00	0.00	30,894.93	C-752927 No
04/01/2022	Commercial Rent (04/2022)	1752-3	1,846.71	0.00	32,741.64	C-762688 No
04/01/2022	Ret Util Reimbursement for Water (04/2022)	1752-3	25.00	0.00	32,766.64	C-762689 No
05/01/2022	Commercial Rent (05/2022)	1752-3	1,846.71	0.00	34,613.35	C-772335 No
05/01/2022	Ret Util Reimbursement for Water (05/2022)	1752-3	25.00	0.00	34,638.35	C-772336 No
06/01/2022	Commercial Rent (06/2022)	1752-3	1,846.71	0.00	36,485.06	C-782380 No
06/01/2022	Ret Util Reimbursement for Water (06/2022)	1752-3	25.00	0.00	36,510.06	C-782381 No

EXHIBIT C - NOTICE OF DEFAULT

THE MEINERS LAW FIRM, PLLC

Michele C. Meiners Admitted in DC, MD and VA

August 31, 2021

VIA UPS OVERNIGHT DELIVERY

Qbaton 202 Tu Radio, LLC 1752 Columbia Road, NW, Unit 3 Washington, D.C. 20009

Re: Notice of Default

Dear Sirs:

This office represents UIP Property Management, Inc., the management agent for the owner of the property located at 1752 Columbia Road, NW, Washington, D.C. 20009. (the "Premises"). Our client informs us that Qbaton 202 Tu Radio, LLC, ("Tenant"), as of the date of this letter, are delinquent in the payment of Base Rent due under your Lease Agreement (the "Lease"), in the total amount of \$18,217.00 through today's date. This amount is exclusive of interest and attorney's fees properly assessable under the Lease.

Please be advised that if you fail to cure the above default in accordance with the provisions of the Lease, Landlord may avail itself of all remedies to which it is entitled thereunder. If Tenant fails to pay the amounts demanded herein or deliver possession of the premises to Landlord, appropriate legal action will be instituted for (a) possession of the premises; (b) collection of all past due rents and other charges, including reasonable attorney's fees; and (c) such other relief as Landlord is entitled to under the Lease and under District of Columbia law.

The total balance due of \$18,217.00 should be remitted to Landlord, in certified funds or wire transfer, within five (5) days from the date of this letter. If you do not pay the amounts set forth above, but do voluntarily, or by court order, deliver the premises to Landlord, you will still be obligated and responsible for the monetary amounts set forth herein, together with any other additional rents, damages, costs, legal fees or expenses that may accrue against you due to your default under the Lease. Please note that nothing in this letter shall be deemed to constitute a waiver of any obligations, nor any rights or remedies the Landlord may have under the Lease and/or otherwise available pursuant to law. If you have any questions, please contact the undersigned.

Sincerely,

/s/ Michele C. Meiners

CC: John Ayllon, Guarantor Francisco Martinez, Guarantor

Michele Meiners

To: tidyglass@gmail.com
Cc: Michele Meiners

Subject: Notice of default - Qbaton **Attachments:** notice of default qbaton.pdf

John,

Questions regarding this notice can be addressed to Michele Meiners, counsel for UIP. She has been included in this email.

Regards, Bryan

Bryan Reinke

Commercial Property Manager
The UIP Companies, Inc.
202.803.8651 Direct
703-589-3444 Cell
breinke@uippm.com
140 Q Street NE #140B
Washington, DC 20002

www.uipllc.com -- www.uippm.com -- www.uipgc.com

Michele Meiners

From:

UPS <auto-notify@ups.com>

Sent:

Tuesday, September 7, 2021 4:05 PM

To:

Michele Meiners

Subject:

UPS Exception Notification, Tracking Number 1Z5R54W41394505802



The status of your package has changed.

Exception Reason:

The receiving business was closed

at the time of the final delivery

attempt.

At the request of The Meiners Law Firm, PLLC, this notice alerts you that the status of the shipment listed below has changed.

Shipment Details

Tracking Number:

1Z5R54W41394505802

Qbaton 202 Tu Radio, LLC

1752 Columbia Road Northwest

Ship To:

unica

WASHINGTON, DC 20009

US

UPS Service:

UPS NEXT DAY AIR SAVER

Package Weight:

0.5 LBS

START SAVING NOW A

UPS My Choice*

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Please do not reply directly to this email. UPS will not receive any reply message.

Review the UPS Privacy Notice

For Questions, Visit Our Help and Support Center





	09/14/2021 11:23 A.M.	Returning to Sender The receiving business was closed at the time of the final delivery attempt. / The package will be returned to the sender. Landover, MD, United States	_
	09/07/2021 9:33 P.M.	The receiving business was closed at the time of the final delivery attempt. Landover, MD, United States	 _k
	09/07/2021 3:31 P.M.	The receiving business was closed at the time of the final delivery attempt. Landover, MD, United States	
	09/07/2021 8:25 A.M.	Out For Delivery Today Landover, MD, United States	_
	09/04/2021 5:03 A.M.	Processing at UPS Facility Landover, MD, United States	
	09/03/2021 6:10 P.M.	We tried to pick up the package again, but it was not ready. A final attempt will be made the next business day. Landover, MD, United States	_
	09/03/2021 9:51 A.M.	We're working to deliver your package as quickly as possible. / Your delivery will be rescheduled. Landover, MD, United States	
	09/03/2021 9:27 A.M.	Out For Delivery Today Landover, MD, United States	_
	09/02/2021 3:53 P.M.	We tried to deliver to the business again, but it was closed. A final attempt will be made the next business day. Landover, MD, United States	
	09/02/2021 9:25 A.M.	Out For Delivery Today Landover, MD, United States	_
	09/02/2021 4:48 A.M.	Loaded on Delivery Vehicle Landover, MD, United States	_
	09/02/2021 4:01 A.M.	Processing at UPS Facility Landover, MD, United States	
	09/01/2021 1:25 P.M.	The receiver was not available for delivery. We'll make a second attempt the next business day. Landover, MD, United States	_
	09/01/2021 9:21 A.M.	Out For Delivery Today Landover, MD, United States	
	09/01/2021 5:46 A.M.	Loaded on Delivery Vehicle Landover, MD, United States	
_	09/01/2021 2:57 A.M.	Processing at UPS Facility Landover, MD, United States	
	09/01/2021 2:21 A.M.	Arrived at Facility Landover, MD, United States	_
	09/01/2021 1:35 A.M.	Departed from Facility Galthersburg, MD, United States	_
	08/31/2021 9:03 P.M.	Origin Scan Springfield, VA, United States Ask UPS	_

09/01/2021

09/01/2021

1:35 A.M.

2:21 A.M.

09/14/2021 11:23 A.M.	Returning to Sender The receiving business was closed at the time of the final delivery attempt. / The package will be returned to the sender. Landover, MD, United States
09/07/2021 9:33 P.M.	The receiving business was closed at the time of the final delivery attempt. Landover, MD, United States
09/07/2021 3:31 P.M.	The receiving business was closed at the time of the final delivery attempt. Landover, MD, United States
09/07/2021 8:25 A.M.	Out For Delivery Today Landover, MD, United States
09/04/2021 5:03 A.M.	Processing at UPS Facility Landover, MD, United States
09/03/2021 6:10 P.M.	We tried to pick up the package again, but it was not ready. A final attem will be made the next business day. Landover, MD, United States
09/03/2021 9:51 A.M.	We're working to deliver your package as quickly as possible. / Your deli ery will be rescheduled. Landover, MD, United States
09/03/2021 9:27 A.M.	Out For Delivery Today Landover, MD, United States
09/02/2021 3:53 P.M.	We tried to deliver to the business again, but it was closed. A final attem will be made the next business day. Landover, MD, United States
09/02/2021 9:25 A.M.	Out For Delivery Today Landover, MD, United States
09/02/2021 4:48 A.M.	Loaded on Delivery Vehicle Landover, MD, United States
09/02/2021 4:01 A.M.	Processing at UPS Facility Landover, MD, United States
09/01/2021 1:25 P.M.	The receiver was not available for delivery. We'll make a second attempt the next business day. Landover, MD, United States
09/01/2021 9:21 A.M.	Out For Delivery Today Landover, MD, United States
09/01/2021 5:46 A.M.	Loaded on Delivery Vehicle Landover, MD, United States
09/01/2021 2:57 A.M.	Processing at UPS Facility Landover, MD, United States

Arrived at Facility

Landover, MD, United States

Gaithersburg, MD, United States

Departed from Facility



EXHIBIT D

GUARANTY OF LEASE

For and during the Lease Term, including any renewal, option or holdover terms thereto (hereinafter called the "Guaranty Period"),

- (a) the due and punctual payment in full (and not merely the collectibility) when and as due of all rentals, including any escalations or additional rental due under the Lease,
- (b) the due and punctual performance and completion by Tenant of all covenants, undertakings, duties, agreements, liabilities, obligations and requirements made by or imposed upon Tenant pursuant to the terms and provisions of the Lease, and
- (c) the due and punctual payment in full of all costs and expenses, including without limitation all court costs, all expenses and all reasonable attorney's fees, paid or incurred by Landlord in the enforcement of Landlord's rights under the Lease and under this Guaranty and of Tenant's obligations under the Lease and Guarantor's obligations under this Guaranty.

All matters mentioned in clauses (a), (b) and (c) of the preceding sentence are hereinafter collectively sometimes called the "Obligations".

Guarantor hereby expressly further covenants and agrees that if any default shall be made by Tenant in the payment of any of the Obligations at any time(s) during the Guaranty Period, then and in any such event Guarantor will, well and truly pay the Obligations and all arrears thereof and perform and complete the Obligations and all defaults thereunder, and all costs and expenses which Landlord may suffer or sustain in connection with pursuing its rights against Guarantor hereunder.

In the event of the termination of the Lease (except by voluntary surrender accepted by Landlord, or except by expiration of the term of the Lease), or in the event of any disavowal, disclaimer, disaffirmation, rejection or abandonment of the Lease pursuant to any statute or judgment, then, at the option of Landlord to be exercised at any time within six (6) months thereafter, Guarantor shall execute a new lease of the Premises directly with Landlord, pursuant to which Guarantor shall be the tenant, on the same terms and conditions as those set out in the Lease, and

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for a term equal to the remaining term thereof prior to the disavowal, disclaimer, disaffirmation, abandonment, rejection or termination thereof.

The liabilities and undertakings of Guarantor shall be and are primary, direct and immediate and shall not be conditional or contingent upon the pursuit or enforcement by Landlord of any remedies it may have against Tenant with respect to the Lease, whether pursuant to the terms thereof or by operation of law. Without limiting the generality of the foregoing, it is agreed that Landlord need not make any demand on Tenant, (except to the extent of notice required under the Lease) or otherwise pursue, enforce or exhaust its remedies against Tenant either before, concurrently with or after pursuing or enforcing its rights and remedies hereunder. Any one or more successive or concurrent actions or proceedings may be brought against Guarantor under this Guaranty, in separate actions or proceedings, as often as Landlord may deem expedient or advisable, and without constituting an election of remedies or a bar to any other remedies available to Landlord.

Guarantor hereby expressly waives (i) presentment and demand for payment of the Obligations and protest of non payment; (ii) notice of acceptance by Landlord of this Guaranty and of presentment, demand and protest thereof; (iii) notice of any default hereunder or under the Lease (except to the extent of notice required under the Lease) and notice of all indulgences; (iv) demand for observance, performance or enforcement of any of the terms or provisions of this Guaranty or the Lease; (v) any right or claim of right to cause a marshalling of the assets of Tenant; (vi) a jury trial in any proceeding at law or in equity in any court of competent jurisdiction; and (vii) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

Guarantor hereby further agrees that the failure of Landlord to require strict performance at any time(s) of the terms, provisions or covenants of the Lease or any waiver by Landlord of performance by Tenant thereunder, shall not release the Guarantor from any liability under this Guaranty. Guarantor hereby agree that the terms and provisions of the Lease may be amended or modified in any manner in writing by the parties thereto without notice to Guarantor, and without Guarantor's consent, approval or waiver, and without thereby releasing Guarantor from any liability under this Guaranty. This Guaranty, and Guarantor's liabilities and obligations hereunder, shall extend fully to the Lease and also to all of the terms and provisions of any and all amendments, modifications or changes at any times(s) made to the Lease, with or without notice thereof. This Guaranty and Guarantor's liability hereunder shall continue unaffected by any assignment or assignments of the Lease (in whole or in part) or by any sublettings in whole or in part of the premises demised thereunder, made from time to time, whether or not notice thereof is given to Guarantor. Guarantor hereby expressly waives all right to notice or approval by them of any assignment, subletting, modification or amendment affecting the Lease in whole or in part, and also as to the substance of any such modifications or amendments to the Lease made at any time(s). Guarantor hereby acknowledges his receipt of a complete copy of the Lease prior to execution of this Guaranty.

This Guaranty shall be construed under the laws of the District of Columbia. All provisions hereof shall be binding upon and enforceable against Guarantor and shall inure to the benefit of and be enforceable by Landlord and its successors in interest, heirs and assigns. Time is hereby agreed to be of the essence as regards all of Guarantor's liabilities, covenants, undertakings and obligations hereunder.

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If Landlord becomes obligated by any bankruptcy or other law involving Tenant or Guarantor as the subject debtor to repay to Tenant or any Guarantor or to any trustee, receiver or other representative or any of them, any amounts previously paid to Landlord under the Lease or the Guaranty, then this Guaranty shall be reinstated in the amount of such repayment. Landlord shall not be required to litigate or otherwise dispute its obligation to make such repayments if it in good faith and on the advice of counsel believes that such obligation exists or might exist. Guarantor hereby waives any claim, right or remedy which Guarantor may now have or hereafter acquire against Tenant that arises hereunder and/or from the performance by Guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement exoneration, indemnification, or participation in any claim, right or remedy of Guarantor against Tenant or any security which Guarantor now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

Guarantor agrees that if the Lease shall be rejected by the Lessee or otherwise prematurely terminated in any bankruptcy or insolvency proceeding affecting Tenant, then at Landlord's option to be exercised within ninety (90) days of such rejection by notice to Guarantor at the address for Guarantor last provided to Landlord, the Landlord shall be entitled to substitute prospectively the Guarantor as the "Tenant" under this Lease, so as to assure the continued uninterrupted payment and performance of the Lessee's obligations under the Lease for the entire balance of the Lease Term, without consideration of any termination resulting by reason of the rejection or termination in the bankruptcy or insolvency proceeding.

None of the terms or provisions of this Guaranty may be waived, modified, discharged or terminated except by instrument in writing executed by Landlord. None of the terms or provisions of this Guaranty shall be deemed to have been abrogated or waived by reason of any failure or failures of Landlord to enforce the same. Guarantor shall not be relieved of any liability hereunder by reason of the failure of Landlord to comply with any request of Guarantor or of any other person to take action to enforce any provisions of the Lease or by reason of any agreement of stipulation extending the time of payment of the Obligations or of performance or modifying the terms of the Lease without first having obtained the consent of Guarantor.

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TMA

WITNESS the execution hereof by the Guarantor on this 23 day of march, 2018.	
WITNESS: GUARANTOR:	
SOCIAL SECURITY NUMBER 57908708 v	
ATTACH COPY OF DRIVER'S LICENSE OR OTHER VERIFIABLE PHOTO IDENTIFICATION TO THIS GUARANTY	
Subscribed and sworn to before me this 23 day of More and whose social security number is as above described.	
My commission expires: REYMUNDO J. ARROYO District of Columbia Notary Public My Commission Expires November 14, 2021 REYMUNDO J. ARROYO District of Columbia Notary Public My Commission Expires November 14, 2021	O O * Printer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

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JMA

WITNESS:	GUARANTOR:
	,
	[SEAL]
	FRANCISCO MARTINEZ
SOCIAL SECURITY NUME	BER 390-57-7798

ATTACH COPY OF DRIVER'S LICENSE OR OTHER VERIFIABLE PHOTO IDENTIFICATION TO THIS GUARANTY

Subscribed and sworn to before me this 23 day of 40,000, by Francisco Martinez, being personally well known to me or identified to me and whose social security number is as above described.

Notary Public

My commission expires:

REYMUNDO J. ARROYO
District of Columbia Notary Public
My Commission Expires November 14, 2021



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Superior Court of the District of Columbia CIVIL DIVISION

Civil Actions Branch

500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001 Telephone: (202) 879-1133 Website: www.dccourts.gov

OLUMBIA ROAD RETAIL 1, LLC

VS.

Plaintiff

Case Number

2022 CA 002859 B

QBATON 202 TU RADIO, LLC

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

You are also required to file the original Answer with the Court in Suite 5000 at 500 Indiana Avenue. N.W., between 8:30 a.m. and 5:00 p.m., Mondays through Fridays or between 9:00 a.m. and 12:00 noon on Saturdays. You may file the original Answer with the Court either before you serve a copy of the Answer on the plaintiff or within seven (7) days after you have served the plaintiff. If you fail to file an Answer, judgment by default may be entered against you for the relief demanded in the complaint.

Michele Meiners	Clerk of the Courf Og
Name of Plaintiff's Attorney	
10332 Main Street #101	By Dan W. M.
Address Fairfax, VA 22030	Deputy Clest
703 - 772 - 1436	Date 07/06/2022
Talanhana	

如需翻译,请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Để có một bài dịch, hãy gọi (202) 879-4828

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IMPORTANT: IF YOU FAIL TO FILE AN ANSWER WITHIN THE TIME STATED ABOVE, OR IF, AFTER YOU ANSWER, YOU FAIL TO APPEAR AT ANY TIME THE COURT NOTIFIES YOU TO DO SO. A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY DAMAGES OR OTHER RELIEF DEMANDED IN THE COMPLAINT. IF THIS OCCURS, YOUR WAGES MAY BE ATTACHED OR WITHHELD OR PERSONAL PROPERTY OR REAL ESTATE YOU OWN MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. IF YOU INTEND TO OPPOSE THIS ACTION, DO NOT FAIL TO ANSWER WITHIN THE REQUIRED TIME.

If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

> See reverse side for Spanish translation Vea al dorso la traducción al español





TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA DIVISIÓN CIVIL

Sección de Acciones Civiles

500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001 Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

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Por la presente se le cita a comparecer y se le require entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le require presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

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如需翻记	¥,请打电话 (202) 87	9-4828	Veuillez appeler au (202)	879-4828 pour u	ne traduction	Để có một bài dịch, hãy gọi (202) 879-4828	
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IMPORTANTE: SI ÚSTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, <u>NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO</u>.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedirayuda al respecto.

Vea al dorso el original en inglés See reverse side for English original



Superior Court of the District of Columbia CIVIL DIVISION

Civil Actions Branch

500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001 Telephone: (202) 879-1133 Website: www.dccourts.gov

OLUMBIA ROAD RETAIL 1, LLC

Plaintiff

VS.

Case Number 2022 CA 002859 B

FRANCISCO MARTINEZ

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

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Michele Meiners	C	lerk of the Sourt Ou	
Name of Plaintiff's Attorney			
10332 Main Street #101	By	Constant of the	
Address		Coputy Class	
Fairfax, VA 22030		OFORCOD	
703 - 772 - 1436	Data	07/06/2022	

Telephone

如需翻译,请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Để có một bài dịch, hãy gọi (202) 879-4828

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If you wish to talk to a lawyer and feel that you cannot afford to pay a fee to a lawyer, promptly contact one of the offices of the Legal Aid Society (202-628-1161) or the Neighborhood Legal Services (202-279-5100) for help or come to Suite 5000 at 500 Indiana Avenue, N.W., for more information concerning places where you may ask for such help.

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TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA DIVISIÓN CIVIL

Sección de Acciones Civiles

500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001 Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

			Demandante		
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Por la presente se le cita a comparecer y se le require entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted sesenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio.

A usted también se le require presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga efectivo el desagravio que se busca en la demanda.

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IMPORTANTE: SI ÚSTED INCUMPLE CON PRESENTAR UNA CONTESTACIÓN EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, <u>NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO</u>.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedirayuda al respecto.

Vea al dorso el original en inglés See reverse side for English original



Superior Court of the District of Columbia CIVIL DIVISION

Civil Actions Branch

500 Indiana Avenue, N.W., Suite 5000 Washington, D.C. 20001 Telephone: (202) 879-1133 Website: www.dccourts.gov

COLUMBIA ROAD RETAIL 1, LLC

Plaintiff

VS.

Case Number

2022 CA 002859 B

JOHN AYLLON

Defendant

SUMMONS

To the above named Defendant:

You are hereby summoned and required to serve an Answer to the attached Complaint, either personally or through an attorney, within twenty one (21) days after service of this summons upon you, exclusive of the day of service. If you are being sued as an officer or agency of the United States Government or the District of Columbia Government, you have sixty (60) days after service of this summons to serve your Answer. A copy of the Answer must be mailed to the attorney for the plaintiff who is suing you. The attorney's name and address appear below. If plaintiff has no attorney, a copy of the Answer must be mailed to the plaintiff at the address stated on this Summons.

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Michele Meiners	C	lerk of the Court 🗽 💮 💮	
Name of Plaintiff's Attorney			
10332 Main Street #101	Ву	POR VE VIII-	
Address		Deputy Clerk	
Fairfax, VA 22030		CT OF COLUM	
703-772-1436	Date	07/06/2022	

Telephone

如需翻译,请打电话 (202) 879-4828

Veuillez appeler au (202) 879-4828 pour une traduction

Để có một bái dịch, hãy gọi (202) 879-4828

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TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA DIVISIÓN CIVIL

Sección de Acciones Civiles 500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001 Teléfono: (202) 879-1133 Sitio web: www.dccourts.gov

Demandado CITATORIO Al susodicho Demandado: Por la presente se le cita a comparecer y se le require entregar una Contestación a la Demanda adjunta, sea en persona o por medio de un abogado, en el plazo de veintiún (21) días contados después que usted haya recibido este citatorio, excluyendo el día mismo de la entrega del citatorio. Si usted está siendo demandado en calidad de oficial o agente del Gobierno de los Estados Unidos de Norteamérica o del Gobierno del Distrito de Columbia, tiene usted assenta (60) días, contados después que usted haya recibido este citatorio, para entregar su Contestación. Tiene que enviarle por correo una copia de su Contestación al abogado de la parte demandante. El nombre y dirección del abogado aparecen al final de este documento. Si el demandado no tiene abogado, tiene que enviarle al demandante una copia de la Contestación por correo a la dirección que aparece en este Citatorio. A usted también se le require presentar la Contestación original al Tribunal en la Oficina 5000, sito en 500 Indiana Avenue, N.W., entre las 8:30 a.m. y 5:00 p.m., de lunes a viernes o entre las 9:00 a.m. y las 12:00 del mediodía los sábados. Usted puede presentar la Contestación original ante el Juez ya sea antes que usted le entregue al demandante una copia de la Contestación o en el plazo de siete (7) días de haberle hecho la entrega al demandante. Si usted incumple con presentar una Contestación, podría dictarse un fallo en rebeldía contra usted para que se haga		P		
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Michele Meiners SECRETARIO DEL TRIBUNAL	persona o por medio de un abogado, en el citatorio, excluyendo el día mismo de la en agente del Gobierno de los Estados Unido sesenta (60) dias, contados después que us enviarle por correo una copia de su Contabogado aparecen al final de este documento	plazo de veintiún (21) días e trega del citatorio. Si usted es de Norteamérica o del G ted haya recibido este citato estación al abogado de la p o. Si el demandado no tiene	contados después que uste está siendo demandado en obierno del Distrito de Corio, para entregar su Con parte demandante. El nomabogado, tiene que enviarla	d haya recibido este calidad de oficial o olumbia, tiene usted testación. Tiene que ibre y dirección del
	A usted también se le require prese Indiana Avenue, N.W., entre las 8:30 a.m. y los sábados. Usted puede presentar la Co demandante una copia de la Contestación o usted incumple con presentar una Contesta efectivo el desagravio que se busca en la der Michele Meiners	entar la Contestación origina 5:00 p.m., de lunes a vierne ontestación original ante el en el plazo de siete (7) dias ación, podría dictarse un fal nanda.	al al Tribunal en la Oficir s o entre las 9:00 a.m. y las Juez ya sea antes que u de haberle hecho la entres lo en rebeldía contra uste	s 12:00 del mediodía usted le entregue al ga al demandante. Si ed para que se haga
Nombre del abogado del Demandante	A usted también se le require prese Indiana Avenue, N.W., entre las 8:30 a.m. y los sábados. Usted puede presentar la Co demandante una copia de la Contestación o usted incumple con presentar una Contesta efectivo el desagravio que se busca en la der Michele Meiners	entar la Contestación origina 5:00 p.m., de lunes a vierne ontestación original ante el en el plazo de siete (7) dias ación, podría dictarse un fal nanda.	al al Tribunal en la Oficir s o entre las 9:00 a.m. y las Juez ya sea antes que u de haberle hecho la entres lo en rebeldía contra uste	s 12:00 del mediodía usted le entregue al ga al demandante. Si ed para que se haga
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10332 Main Street #101 Por:	A usted también se le require prese Indiana Avenue, N.W., entre las 8:30 a.m. y los sábados. Usted puede presentar la Codemandante una copia de la Contestación o usted incumple con presentar una Contesta efectivo el desagravio que se busca en la der Michele Meiners Nombre del abogado del Demandante 10332 Main Street #101	entar la Contestación origina 5:00 p.m., de lunes a vierne ontestación original ante el en el plazo de siete (7) dias ación, podría dictarse un fal nanda.	al al Tribunal en la Oficir s o entre las 9:00 a.m. y las Juez ya sea antes que u de haberle hecho la entre lo en rebeldía contra uste ERETARIO DEL TRIBUNA	s 12:00 del mediodía usted le entregue al ga al demandante. Si ed para que se haga
10332 Main Street #101 Por:	A usted también se le require prese Indiana Avenue, N.W., entre las 8:30 a.m. y los sábados. Usted puede presentar la Co demandante una copia de la Contestación o usted incumple con presentar una Contesta efectivo el desagravio que se busca en la der Michele Meiners Nombre del abogado del Demandante 10332 Main Street #101 Dirección	entar la Contestación origina 5:00 p.m., de lunes a vierne ontestación original ante el en el plazo de siete (7) dias ación, podría dictarse un fal nanda.	al al Tribunal en la Oficir s o entre las 9:00 a.m. y las Juez ya sea antes que u de haberle hecho la entre lo en rebeldía contra uste ERETARIO DEL TRIBUNA	s 12:00 del mediodía usted le entregue al ga al demandante. Si ed para que se haga
10332 Main Street #101 Por: Dirección Subsecretario	A usted también se le require prese Indiana Avenue, N.W., entre las 8:30 a.m. y los sábados. Usted puede presentar la Co demandante una copia de la Contestación o usted incumple con presentar una Contesta efectivo el desagravio que se busca en la der Michele Meiners Nombre del abogado del Demandante 10332 Main Street #101 Dirección Fairfax, VA 22030	entar la Contestación origina 5:00 p.m., de lunes a vierne ontestación original ante el en el plazo de siete (7) dias ación, podría dictarse un fal manda. SEC	al al Tribunal en la Oficia s o entre las 9:00 a.m. y las Juez ya sea antes que u de haberle hecho la entre lo en rebeldía contra uste CRETARIO DEL TRIBUNA Subsecretario	s 12:00 del mediodía asted le entregue al ga al demandante. Si ed para que se haga
10332 Main Street #101 Por: Dirección Subsecretario Fairfax, VA 22030 703-772-1436 Fecha 6/28/22	A usted también se le require prese Indiana Avenue, N.W., entre las 8:30 a.m. y los sábados. Usted puede presentar la Co demandante una copia de la Contestación o usted incumple con presentar una Contesta efectivo el desagravio que se busca en la der Michele Meiners Nombre del abogado del Demandante 10332 Main Street #101 Dirección Fairfax, VA 22030 703-772-1436	entar la Contestación origina 5:00 p.m., de lunes a vierne ontestación original ante el en el plazo de siete (7) dias ación, podría dictarse un fal manda. SEC	al al Tribunal en la Oficia s o entre las 9:00 a.m. y las Juez ya sea antes que u de haberle hecho la entre lo en rebeldía contra uste CRETARIO DEL TRIBUNA Subsecretario	s 12:00 del mediodía usted le entregue al ga al demandante. Si ed para que se haga
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10332 Main Street #101	A usted también se le require prese Indiana Avenue, N.W., entre las 8:30 a.m. y los sábados. Usted puede presentar la Codemandante una copia de la Contestación o usted incumple con presentar una Contesta efectivo el desagravio que se busca en la der Michele Meiners Nombre del abogado del Demandante 10332 Main Street #101 Dirección Fairfax, VA 22030 703-772-1436 Teléfono 如霧翻译,请打电话 (202) 879-4828 Veuillez app	entar la Contestación origina 5:00 p.m., de lunes a vierne ontestación original ante el en el plazo de siete (7) dias ación, podría dictarse un falmanda. Por: Fecha 6/2 peler au (202) 879-4828 pour une tra	al al Tribunal en la Oficia s o entre las 9:00 a.m. y la Juez ya sea antes que u de haberle hecho la entre lo en rebeldía contra usta CRETARIO DEL TRIBUNA Subsecretario	s 12:00 del mediodía usted le entregue al ga al demandante. Si ed para que se haga

IMPORTANTE: SI USTED INCUMPLE CON PRESENTAR UNA CONTESTACION EN EL PLAZO ANTES MENCIONADO O, SI LUEGO DE CONTESTAR, USTED NO COMPARECE CUANDO LE AVISE EL JUZGADO, PODRÍA DICTARSE UN FALLO EN REBELDÍA CONTRA USTED PARA QUE SE LE COBRE LOS DAÑOS Y PERJUICIOS U OTRO DESAGRAVIO QUE SE BUSQUE EN LA DEMANDA. SI ESTO OCURRE, PODRÍA RETENÉRSELE SUS INGRESOS, O PODRÍA TOMÁRSELE SUS BIENES PERSONALES O BIENES RAÍCES Y SER VENDIDOS PARA PAGAR EL FALLO. SI USTED PRETENDE OPONERSE A ESTA ACCIÓN, NO DEJE DE CONTESTAR LA DEMANDA DENTRO DEL PLAZO EXIGIDO.

Si desea conversar con un abogado y le parece que no puede pagarle a uno, llame pronto a una de nuestras oficinas del Legal Aid Society (202-628-1161) o el Neighborhood Legal Services (202-279-5100) para pedir ayuda o venga a la Oficina 5000 del 500 Indiana Avenue, N.W., para informarse sobre otros lugares donde puede pedirayuda al respecto.

Vea al dorso el original en inglés See reverse side for English original

Superior Court of the District of Columbia

CIVIL DIVISION-CIVIL ACTIONS BRANCH

Columbia Road Retail 1, UL Case Number	2022 CA 002859 B
Date: C	28/22
Qboton 202To Radio, UC One of in their	the defendants is being sued
etal. in their	official capacity.
Name: (Please Print) MICHELE MCIOSIS	Relationship to Lawsun
Firm Name: Perners Law Firm PUC	Attorney for Plaintiff Self (Pro Se)
Telephone No.: Six digit Unified Bar No.:	Other:
TYPE OF CASE: Non-Jury 6 Person Jury	er:
PENDING CASE(S) RELATED TO THE ACTION BEING FILED	
Case No.: Judge:	Calendar #:
Case No.: Judge:	Calendar#:
NATURE OF SUIT: (Check One Box Only)	
A. CONTRACTS COLLECTION CAS	ES
□ 02 Breach of Warranty □ 17 OVER \$25,000 Pitf. Grants □ 06 Negotiable Instrument □ 27 Insurance/Subrogation □ 07 Personal Property □ Over \$25,000 Pitf. Grants C	☐ 34 Insurance/Subrogation Consent Under \$25,000 Consent Denied ion
B. PROPERTY TORTS	
☐ 01 Automobile ☐ 03 Destruction of Private Property Damage ☐ 07 Shoplifting, D.C. Code § 27-102 (a)	erty 🔲 05 Trespass
C. PERSONAL TORTS	
01 Abuse of Process 10 Invasion of Privacy 02 Alienation of Affection 11 Libel and Slander 03 Assault and Battery 12 Malicious Interference 04 Automobile- Personal Injury 13 Malicious Prosecution 05 Deceit (Misrepresentation) 14 Malpractice Legal 15 Malpraetice Medical (Including Wrose) 06 Palse Accusation 15 Malpraetice Medical (Including Wrose) 07 Palse Arrest 16 Negligence- (Not Automobil 08 Fraud Not Malpractice)	

SEE REVERSE SIDE AND CHECK HERE

IF USED

Information Sheet, Continued

C. OTHERS 01 Accounting 02 Att. Before Judgment 05 Ejectment 09 Special Writ/Warrants (DC Code § 11-941) 10 Truffic Adjudication 11 Writ of Replevin 12 Enforce Mechanics Lien 16 Declaratory Judgment	☐ 17 Merit Personnel Act (OEA) (D.C. Code Title 1, Chapter 6) ☐ 18 Product Liability ☐ 24 Application to Confirm, Modify, Vacate Arbitration Award (DC Cod ☐ 29 Merit Personnel Act (OHR) ☐ 31 Housing Code Regulations ☐ 32 Qui Tam ☐ 33 Whistleblower	
II. 03 Change of Name 06 Foreign Judgment/Domestic 08 Foreign Judgment/Internation 13 Correction of Birth Certificate Certificate 26 Petition for Civil Asset Forfe 28 Petition for Civil Asset Forfe	2-1802.03 (h) or 32-151 9 (a)] 20 Master Meter (D.C. Code § 42-3301, et seq.) siture (Vehicle)	21 Petition for Subpoena [Rule 28-f (b)] 22 Release Mechanics Lien 23 Rule 27(a)(1) (Perpetuate Testimony) 24 Petition for Structured Settlement 25 Petition for Liquidation
D. REAL PROPERTY 09 Real Property-Real Estate 12 Specific Performance 04 Condemnation (Eminent Doma 10 Mortgage Foreclosure/Indicit	il Sale 🔲 31 Tax Lien Bid Off Certifica	t Denied
Attorney's Signatur	řČ	6/28122 Date



SUPERIOR COURT OF THE DISTRICT OF COLUMBIA

CIVIL DIVISION Civil Actions Branch

500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001 Telephone: (202) 879-1133 • Website: www.dccourts.gov

COLUMBIA ROAD RETAIL 1, LLC Vs.

QBATON 202 TU RADIO, LLC et al

C.A. No.

2022 CA 002859 B

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("Super. Ct. Civ. R.") 40-I, it is hereby ORDERED as follows:

- (1) This case is assigned to the judge and calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption.
- (2) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of (a) the summons, (b) the complaint, and (c) this Initial Order and Addendum. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4(m).
- (3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).
- (4) At the time stated below, all counsel and unrepresented parties shall participate in a remote hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients <u>before</u> the hearing whether the clients are agreeable to binding or non-binding arbitration. This order is the only notice that parties and counsel will receive concerning this hearing.
- (5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference <u>once</u>, with the consent of all parties, to either of the two succeeding Fridays. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled date.

No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website http://www.dccourts.gov/.

Chief Judge Anita M. Josey-Herring

Case Assigned to: Judge YVONNE WILLIAMS

Date: July 5, 2022

Initial Conference: REMOTE HEARING - DO NOT COME TO COURTHOUSE SEE REMOTE HEARING INSTRUCTIONS ATTACHED TO INITIAL ORDER

9:30 am, Friday, September 30, 2022

Location: Courtroom 212

500 Indiana Avenue N.W. WASHINGTON, DC 20001

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

D.C. Code § 16-2821, which part of the Medical Malpractice Proceedings Act of 2006, provides, "[a]fter action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ('ISSC'"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC."

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at https://www:dccourts.gov/pa/. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. Unrepresented plaintiffs who elect not to eFile must either mail the form to the Multi-Door Dispute Resolution Office at, Suite 2900, 410 E Street, N.W., Washington, DC 20001, or deliver if in person if the Office is open for in-person visits.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following people are required by D.C. Code § 16-2824 to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code§ 16-2826. Any Plaintiff who is unrepresented may mail the form to the Civil Actions Branch at [address] or deliver it in person if the Branch is open for in-person visits. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Anita M. Josey-Herring

Civil Remote Hearing Instructions for Participants

The following instructions are for participants who are scheduled to have cases heard before a Civil Judge in a **Remote Courtroom**

Option1: (AUDIO ONLY/Dial-in by Phone):

Toll 1 (844) 992-4762 or (202) 860-2110, enter the Meeting ID from the attachment followed by #, press again to enter session.

Please call in no sooner than 5 minutes before your scheduled hearing time. Once you have joined the session, please place your phone on mute until directed otherwise. If you should happen to get disconnected from the call, please call back in using the phone number and access number provided and the courtroom clerk will mute your call until the appropriate time.

If you select Option 2 or Option 3 use the Audio Alternative

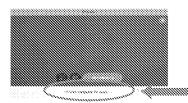
Option 2: (LAPTOP/ DESKTOP USERS 1):

Open Web Browser in Google Chrome and copy and paste following address from the next page: https://dccourts.webex.com/meet/XXXXXXXX

Option 3: (LAPTOP/ DESKTOP USERS 2):

Open Web Browser in Google Chrome and copy and paste following address https://dccourts.webex.com Select Join, enter the Meeting ID from the next page

AUDIO ALTERNATIVE: Instead of automatically using **USE COMPUTER FOR AUDIO**, select **CALL-IN** and follow the **CALL-IN** prompt window. Use a cell phone or desk phone. You will be heard clearer if you **do not** place your phone on SPEAKER. It is very important that you enter the **ACCESS ID** # so that your audio is matched with your video.



Option 4: (Ipad/SMART PHONE/TABLET):

- Go to App Store, Download WebEx App (Cisco WebEx Meetings)
- Sign into the App with your Name and Email Address
- Select Join Meeting
- Enter address from the next page: https://dccourts.webex.com/meet/XXXXXXXXXX
- Click join and make sure your microphone is muted and your video is unmuted (if you need to be
- seen). If you only need to speak and do not need to be seen, use the audio only option.
- When you are ready click "Join Meeting". If the host has not yet started the meeting, you will be placed in the lobby until the meeting begins.

For Technical Questions or issues Call: (202) 879-1928, Option #2

Superior Court of the District of Columbia Public Access for Remote Court Hearings (Effective August 24, 2020)

The current telephone numbers for all remote hearings are: 202-860-2110 (local) or 844-992-4726 (toll free). After dialing the number, enter the WebEx Meeting ID as shown below for the courtroom. Please click a WebEx Direct URL link below to join the hearing online.

Audio and video recording; taking pictures of remote hearings; and sharing the live or recorded remote hearing by rebroadcasting, live-streaming or otherwise are not allowed

Division	Courtroom	Types of Hearings	Public Access via WebEx			
		Scheduled in Courtroom	WebEx Direct URL	WebEx Meeting ID		
Auditor	206	Auditor Master	https://dccourts.webex.com/meet/ctbaudmaster	129 648 5606		
Master		Hearings				
	100	Civil 2 Scheduling Conferences; Status,	https://dccourts.webex.com/meet/ctb100	129 846 4145		
		Motion and Evidentiary				
		Hearings including				
Civil		Bench Trials				
	205	Foreclosure Matters	https://dccourts.webex.com/meet/ctb205	129 814 7399		
	212	Civil 2 Scheduling Conferences; Status,	https://dccourts.webex.com/meet/ctb212	129 440 9070		
		Motion and Evidentiary				
		Hearings including				
		Bench Trials				
	214	Title 47 Tax Liens; and	https://dccourts.webex.com/meet/ctb214	129 942 2620		
		Foreclosure Hearings				
	219	Civil 2 Scheduling	https://dccourts.webex.com/meet/ctb219	129 315 2924		
		Conferences; Status,				
		Motion and Evidentiary				
		Hearings including				
	224	Bench Trials	Manual Commanda and Indiana Commanda and Indiana Commanda	100 100 5150		
	221	Civil 1 Scheduling	https://dccourts.webex.com/meet/ctb221	129 493 5162		
		Conferences; Status, Motion and Evidentiary				
		Hearings including				
		Bench Trials				
	318	Civil 2 Scheduling	https://dccourts.webex.com/meet/ctb318	129 801 7169		
	-	Conferences; Status,				
	320	Motion and Evidentiary	https://dccourts.webex.com/meet/ctb320	129 226 9879		
		Hearings including				
		Bench Trials				

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400	Judge in Chambers Matters including	https://dccourts.webex.com/meet/ctb400	129 339 7379
	Temporary Restraining		
	Orders, Preliminary		
	Injunctions and Name		
	Changes		
415	Civil 2 Scheduling	https://dccourts.webex.com/meet/ctb415	129 314 3475
516	Conferences; Status,	https://dccourts.webex.com/meet/ctb516	129 776 4396
517	Motion and Evidentiary Hearings including	https://dccourts.webex.com/meet/ctb517	129 911 6415
518	Bench Trials	https://dccourts.webex.com/meet/ctb518	129 685 3445
519		https://dccourts.webex.com/meet/ctb519	129 705 0412
JM-4		https://dccourts.webex.com/meet/ctbjm4	129 797 7557
A-47	Housing Conditions Matters	https://dccourts.webex.com/meet/ctba47	129 906 2065
B-52	Debt Collection and Landlord and Tenant Trials	https://dccourts.webex.com/meet/ctbb52	129 793 4102
B-53	Landlord and Tenant Matters including Lease Violation Hearings and Post Judgment Motions	https://dccourts.webex.com/meet/ctbb53	129 913 3728
B-109	Landlord and Tenant Matters	https://dccourts.webex.com/meet/ctbb109	129 127 9276
8-119	Small Claims Hearings and Trials	https://dccourts.webex.com/meet/ctbb119	129 230 4882