

OSNOS & ASSOCIATES, LLC

ATTORNEYS AND COUNSELORS AT LAW

7700 LEESBURG PIKE

SUITE 434

TYSONS CORNER, VA 22043

OFFICE (703) 356-8233

FACSIMILE (703) 356-8428

SIMON M. OSNOS*
PAIGE A. KREMSER°

*ADMITTED IN VA, MD, DC
°ADMITTED IN VA, DC

December 18, 2006

Board of Zoning Adjustment
441 4th Street, N.W., Suite 200/210-S
Washington, D.C. 20001

FEDERAL EXPRESS

Attention: Jerrily R. Kress, FAIA
Director, Office of Zoning
Re: 1417 17th Street, N.W. (BZA Appeal No. 17589)

Dear Director:

In reference to your letter of November 22, 2006, enclosed please find:

1. 7/24/89 application for occupancy permit for prior tenant Woo Bong Sue;
2. 8/3/89 occupancy permit for delicatessen-no seating use (Woo Bong Sue);
3. 8/27/03 delicatessen license to prior tenant Ming Jin Zhang;
4. prior lease to Ming Jin Zhang;
5. 12/2/05 letter from Zhang's counsel to landlord regarding DCRA licenses;
6. 1/3/06 delicatessen lease proposal;
7. Commercial Lease dated 2/4/06 for delicatessen use;
8. 2/27/06 e-mail from counsel to Bill Crews;
9. 3/1/06 tenant letter to building owner;
10. 3/3/06 letter from counsel to tenant;
11. 5/11/06 letter from counsel to DCRA Director Patrick Canavan;
12. 6/11/06 DCRA print-out regarding prior occupancy permits;
13. 6/11/06 letter from Zoning Administrator Bill Crews to tenant;
14. 6/13/06 letter from Bill Crews to counsel;
15. 8/11/06 e-mail to DCRA staff attorney Jill Stern;
16. 8/15/06 e-mail from counsel to Jill Stern (cc: Bill Crews).
17. 8/16/06 e-mail from counsel to Jill Stern;

These documents illustrate the continuous use of the premises as a delicatessen since 1989 under certificates of occupancy and District business licenses.

BOARD OF ZONING ADJUSTMENT
District of Columbia

CASE NO. 17589

EXHIBIT NO. 11

Cordially,


Simon M. Osnos

Board of Zoning Adjustment
District of Columbia
CASE NO. 17589
EXHIBIT NO. 11

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D.C. OFFICE OF ZONING
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GOVERNMENT OF THE DISTRICT OF COLUMBIA
 Department of Consumer and Regulatory Affairs
 APPLICATION FOR CERTIFICATE OF OCCUPANCY

Date 7/24/89

MARK OUTS & WHITE OUTS NOT ACCEPTED

Receipt # 31898
 Trans. # 4417006

INFORMATION ON PROPOSED BUSINESS	(1) Address of Business	1417 17th St N.W. Wash, D.C. 20036		
	(2) Telephone No. of Business	483-2309	Lot	149
	(3) Trade Name of Business	To Kyo Express		
	(4) Is Business Incorporated?	☒ No ☐ Yes (Attach Letter of Good Standing and complete Line 5)		
	(5) President	Vice President Secretary/Treasurer		
	(6) Is Business a Partnership?	☒ No ☐ Yes		
	(7) Business Owner	Sue Woo Bong (703) 751-5391		
	(8) Business Owner's Home Address	6142 Edsall Rd / * 204 Alex, Va Zip Code 22304		
INFORMATION ON OCCUPANCY	(9) Ownership Change	☐ Partial Occupancy ☐ New Bldg ☐ Use Change ☐ Load Change BZA No. ☐		
	(10) Proposed Use of Business	Delicatessen - No seating		
	(11) Is Business Sexually Oriented According to D.C. Zoning Regulations?	☒ No ☐ Yes		
	(12) Proposed Occupancy Load	Square Feet Occupied 600		
	(13) Which Floors to be Occupied	1st Basement? No		
INFORMATION ON ENTIRE BUILDING	(14) Prior Use	Delicatessen - NO seating		
	(15) Building Owner	Arnold Lee Tel. No. (days)		
	(16) Building Owner's Address	1417 17th N.W. Wash, D.C Zip Code 20036		
	(17) Materials of Building	Brick		
ATTESTATION AND SIGNATURE	(18) Square Feet Occupied	No. of Floors	3 Basement? No	
	I certify that all of the statements on this application are true to the best of my knowledge and belief. I agree to comply with applicable laws and regulations of the District of Columbia.			
	(19) IF OWNER OF BUSINESS	Signature		Date 7/24
	IF AUTHORIZED AGENT FOR OWNER OF BUSINESS (Attach Authorization)			
INFORMATION DESK	(20) Name of Agent	Duk Chan Kim		Date 7/24/89
	(21) Address of Agent	4802 Little River Run Dr Annandale Va		Zip Code 22304
	OFFICE USE ONLY			
	(24) Premises Condemned	☐ No ☐ Yes Closed By Date		
LICENSE BRANCH	(25) Building in RIA Zone	☐ No ☐ Yes Closed By Date		
	(26) Residential	☐ No ☐ Yes Shows Day Into Given By Date		
	(27) Licenses Required	2. etc.		
	(28) Reviewed By	Date 7/24/89		
EXAMINER'S USE	(29) Zone	RSD BZA No.		
	(30) Prior Use	Retail Del / no seating		
	(31) Certificate #	Date Issued	5/24/82 BZA No. ☒ Approved ☐ Disapproved	
	(32) Accepted for Filing by	Date 7/24/89		
INSPECTION BRANCH	(33) Prior Use Code	Proposed Use Code		
	(34) Use Change	☐ No ☐ Yes Inspect. Required ☐ No ☐ Yes By Date		
	(35) Inspection Fee \$	Inspection Fee \$ 2700		
	(36) Approved for Issuance by	Date		
OCCUPANCY PERSONNEL	(37) Date of Scheduled CPO Inspection	Mon July 31, 1989 9-4		
	(38) Inspection Status	Approved ☐ Disapproved ☐ Pending ☐ Other		
	(39) Inspector's Signature	Date		
	(40) Reason for Disapproval	Date		
OCCUPANCY PERSONNEL	(41) ☐ Approved ☐ Denied ☐ Conditioned	By		
	(42) Reason for Cancellation/Denial	Date		
	(43) Certificate of Occupancy No.	B1574623314006 Date 5/12/89		
	(44) Bldg	Date 7/31/89		

Non-Confidential
 ZONING OFFICE

District of Columbia Government
Department of Consumer and Regulatory Affairs
Building and Land Regulation Administration Zoning Division
P.O. BOX 37200 — Washington, D.C. 20013-7200

No. B 157402

CERTIFICATE OF OCCUPANCY

August 3, 1989
(date)

Permission is hereby granted to WOO BONG SUE
to use suite(s) _____ on the FIRST floor(s)
of the building located on lot(s) 149 square 181
known as premises 1417 17th Street, N.W. for the following
purpose(s) Delicatessen - no seating
Not sexually oriented [su]

BZA #: _____ EXPIRATION DATE: _____

THIS CERTIFICATE SHALL BE POSTED CONSPICUOUSLY ON THE ABOVE PREMISES
AT ALL TIMES. IT IS VALID INDEFINITELY, unless an expiration date is stated, ONLY
for the premises, or part thereof, and for the purpose(s), indicated above, and IS NOT
TRANSFERABLE to another person or premises under ANY conditions. ANY CHANGE
in the type of business, ownership of business, or part of premises used therefor, will
render this Certificate VOID and a NEW Certificate must be obtained.

ZONE R-5-D FEE \$ 27.00
Donald G. Murray, Director
By [Signature] Designee

86-P-3601 wd112

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10/10/06

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2006 DEC 19 AM 10: 55



GOVERNMENT Department of Consumer and Regulatory Affairs

OF THE

DISTRICT OF COLUMBIA

Business License Center Room 1100

941 North Capitol Street, N.E.

Washington, D.C. 20002

Anthony A. Williams, Mayor

Date Issued: 08/27/2003

Category 104

Unique Business ID#

0XXXX-39804848

License Period: 09/01/2003 - 08/31/2005

MASTER BUSINESS LICENSE CLASS A

Applicant's Name and Mailing Address:

MING JIN ZHANG
1417 17TH STREET NW
WASHINGTON DC 20036

Name and Licensed Premise Address:

ZHANG MING
1417 17TH ST NW
WASHINGTON DC 20036

Registered Agent and Agent Address:

N/A

T/N

C of O No.:	Home Occu. No.:	Square:	Lot:	Suffix:	Zone:	Ward:	Anc:
Units: 0	SQ FT:	Perm No.	ID:		Volume: 0		

PUB HEALTH: FOOD EST. RET

DELICATESSEN

***THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES ***

ADDENDUM


David A. Clark, DIRECTOR

RECEIVED
D.C. OFFICE OF ZONING

2006 DEC 19 AM 10:55

LEASE

WHS
X 1st S.C.

THIS LEASE is made and entered into this 1st day of March, 1995, by and between GORGONE FAMILY LIMITED PARTNERSHIP, (hereinafter referred to as "Landlord") and WILLIAM H. SCOTT and TINA KIM SCOTT, husband and wife (hereinafter collectively referred to as "Tenant").

WITNESSETH, in consideration of the mutual agreements hereinafter set forth, the parties hereto do as follows:

1. DEMISED PREMISES. Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord, for the term and on the conditions hereinafter provided, the basement area of the premises of the Landlord, located at 1417 17th Street, N.W., Washington, D.C.

2. TERM. This Lease shall be for a period of six (6) years, beginning on the 1st day of March, 1995 and ending on February 28, 2001.

3. INSURANCE. During the term of the Lease, Tenant shall maintain board form General Liability Insurance in the amount of \$1,000,000.00 per incident naming Landlord as an additional insured. Tenant shall also maintain hazard insurance on its contents.

4. USE. Tenant will use and occupy the demised premises solely for a restaurant and uses incidental thereto in accordance with the use permitted under applicable zoning regulations, and for no other purpose. Tenant will not use or occupy said premises for any unlawful, disorderly, or extra hazardous purpose. Tenant

will comply with all present and future laws, regulations, and governmental requirements of any governmental or public authority having jurisdiction over the demised premises.

5. RENTAL. Tenant covenants and agree to pay to the Landlord, or their designated agent, a monthly rental of Two Thousand and No/100 Dollars (\$2,000.00) Dollars per month during the term of the Lease, subject to Paragraph 6 of this Lease, payable in advance on the first day of each calendar month during the term of this Lease. If Landlord shall at any time or sometimes accept said rent after it shall become due and payable, such acceptance shall not excuse delay on subsequent occasions or constitute a waiver of any or all of the Landlord's rights hereunder.

6. SECURITY DEPOSIT. Tenant shall pay one month's rent as a security deposit.

7. UTILITIES. Tenant shall pay all utilities, including gas, electric, and water, on the entire building known as 1417 17th Street, N.W. Tenant shall pay such utility bills in a timely fashion, but not sooner than fifteen (15) days after the delivery of the utility bill to it by the Landlord. Landlord shall pay for all oil charges for heating.

8. CPI INCREASE FOR RENT. Commencing on the first day of March, 1996 and each year thereafter, the rent shall each be increased for the new rental year by the percentage by which the Consumer Price Index for Wage Earners and Clerical Workers, All Items, Washington, D.C. Metropolitan Area (1967 $\pm$ 100), hereinafter

referred to as the Index, for the last calendar month or calendar quarter (whichever is available) prior to the commencement of the new lease year exceeds that Index for the last full calendar month or calendar quarter (whichever is available) immediately prior to the month in which this Lease commenced pursuant to Paragraph 2 hereof. Landlord shall deliver to the Tenant the appropriate figure within thirty (30) days of the commencement of a new lease year.

9. ASSIGNMENT AND SUBLETTING. Tenant will not assign, sublet, or transfer this Lease without obtaining prior written consent of the Landlord, which consent shall not be unreasonably withheld or denied.

10. MAINTENANCE BY TENANT. Tenant will keep the demised premises in a clean, safe, and sanitary condition, will take good care thereof, will suffer no waste or injury thereto, and will, at the expiration or other termination of the terms of this Lease, surrender same, broom clean, in the same order and condition in which they are upon the commencement of the term of this Lease, except for ordinary wear and tear and damage by the elements, fire and other casualty not due to the negligence of the Tenant. Tenant shall make all repairs to the demised premises caused by any negligent act or omission of Tenant. The premises are rendered "as is" and all redecorating and alterations reasonably necessary for the purpose of conducting the aforesaid business shall be at the expense of the Tenant. Structural changes shall not be made by the Tenant unless prior consent is given by the Landlord, which consent

will not be unreasonably withheld as long as said alterations are made in accordance with existing laws and regulations.

11. MAINTENANCE BY LANDLORD. Landlord shall be responsible for all structural repairs to the exterior of the building and the interior of the building with the exception of the basement, and Landlord will be responsible for all necessary electrical, plumbing, and heating repairs throughout the building, provided, however, that any of said repairs made necessary through the use of said demised premises by Tenant shall be paid by Tenant.

12. SIGNS. No sign, advertisement or notice shall permanently be inscribed, painted, affixed, or displayed on any part of the outside of said building without the prior approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

13. ENTRY FOR REPAIRS AND INSPECTIONS. Tenant will permit Landlord or her representative, to enter the demised premises, at all reasonable times, to examine, inspect, and protect the same, and to make such alterations and/or repairs which in the reasonable judgment of the Landlord may be deemed necessary in a manner so as not to unreasonably interfere with Tenant's business, or to exhibit the same to prospective tenants during the last ninety (90) days of the term of this Lease.

14. INDEMNITY. Tenant will indemnify and hold harmless Landlord from and against any loss, damage or liability occasioned by or resulting from its agents, employees, or invitees, or persons permitted on the demised premises by Tenant.

15. LIABILITY FOR DAMAGE TO PERSONAL PROPERTY AND PERSON.

All personal property of Tenant, its employees, agents, and invitees, in the demised premises, shall be and remain at their sole risk. Landlord shall not be liable for any damage to or loss of such personal property arising from any act of negligence of any person, or from any cause other than any damage or loss resulting directly from the negligence of Landlord. Landlord shall not be liable for any interruption or loss to Tenant's business, and shall not be liable for any personal injury to Tenant, its employees, agents, or invitees, arising from the use, occupancy and condition of the demised premises other than liability for those personal injuries resulting directly from the negligence of Landlord. Notwithstanding the foregoing, Landlord shall not be liable to Tenant for any loss or damage to personal property, or injury to person, whether or not the result of Landlord negligence, to the extent that Tenant is compensated therefor by Tenant's insurance.

16. DEFAULT OF TENANT. If Tenant shall fail to pay any monthly installment of rent as aforesaid (although no legal or formal demand has been made therefor), and said rent shall continue to be unpaid for five (5) working days after the due date, or shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and if such violation or failure (in cases other than the payment of rent or other monetary amounts) shall continue for a period of ten (10) days after written notice thereof to Tenant by Landlord, then and in any of said events this Lease shall, at the option of Landlord exercisable by

sending written notice to Tenant, cease and terminate and shall operate as a notice to quit, any notice to quit or of Landlord's intention to re-enter being hereby expressly waived, and Landlord may proceed to recover possession under and by virtue of the provisions of the laws of the District of Columbia, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease, Landlord's obligations hereunder shall terminate without prejudice, however, to the right of Landlord to recover from Tenant all rental accrued up to the time of recovery of possession by Landlord. If this Lease is terminated before the expiration of the term of this Lease by reason of Tenant's default, or if Tenant shall abandon or vacate the demised premises before the expiration of the term of this Lease, the demised premises may be relet by Landlord for such rent and upon such terms as are not unreasonable under the circumstance and, if the full rental hereinabove provided shall not be realized by Landlord, Tenant shall be liable for all damages sustained by Landlord, including without limitation, deficiency in rent, reasonable attorneys' fees, brokerage fees, and expenses of placing the demised premises in first class rentable condition. Any damage or loss of rental sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions, from time to time, as said damage shall have been made more easily ascertainable by successive relettings, or, at Landlord's option, may be deferred until the expiration of the term of this Lease, in which event the cause of action shall not be

deemed to have accrued until the date of expiration of said term. The provisions contained in this paragraph shall be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease. In the event that Tenant continues to occupy the demised premises after the expiration of the term of this Lease, with the written consent of Landlord, such tenancy shall be from month to month and shall not be a renewal of the term of this Lease or a tenancy from year to year. All rights and remedies of Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law.

17. WAIVER. If under the provisions hereof Landlord shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a prospective waiver of any covenant herein contained nor of any of Landlord's rights hereunder not affected by such settlement or compromise. No other waiver by Landlord of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. 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 letter accompanying a check for payment of 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 to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the lease.

18. WARRANTY AS TO BUSINESS USE. Landlord hereby warrants that the demised premises may presently be operated as a carryout restaurant facility, and the prior Tenant had an occupancy permit and a non-conforming use permit, and met the health regulations of the District of Columbia. Tenant shall maintain such occupancy permits, business licenses, health inspections and permits as required by the D. C. Government.

19. FIRE AND OTHER CASUALTY DAMAGE TO DEMISED PREMISES. If the demised premises shall be partially damaged by fire or other cause other than the willful fault or neglect of Tenant, Landlord shall, as soon as practicable after such damage occurs, repair such damage at the expense of Landlord, and the rent shall be reduced in proportion to the extent the demised premises are rendered untenable until such repairs are completed. However, if the demised premises are substantially damaged by fire or other cause to such extent that the damage cannot be fully repaired within ninety (90) days from the date of such damage, Landlord shall immediately so notify Tenant, and Landlord or Tenant shall have the option of terminating this Lease by giving written notice to the other party of such decision and the term of this Lease shall terminate ten (10) days after such notice is given.

20. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto, and no representations, inducements, or agreements, oral or otherwise, between the parties not contained, in this Lease and Schedule shall be of any force or effect. This Lease may not be modified, changed, or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

21. SUCCESSORS. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors, personal representatives, and assigns.

22. CONSTRUCTION. This Lease is being delivered and is intended to be performed in the District of Columbia and shall be construed and enforced in accordance with the laws of that jurisdiction.

23. NOTICE. All notices to be given to the parties hereto shall be in writing unless otherwise stated and shall be properly given when personally delivered to the specified address and left with a responsible person or when sent by registered or certified mail addressed to the parties at their respective addresses hereinbelow given, or to such other address as either party shall have notified the other, in like manner, to be its proper business address. The date of notice shall be deemed, when notice is mailed, to be the date of mailing so long as the Postal Service certifies actual delivery: a refusal of a registered or certified notice shall constitute actual delivery hereunder.

(A) To Lessor: GORGONE FAMILY LIMITED PARTNERSHIP
Attn.: Salvatore Gorgone
10620 Hunter Station Road
Vienna, VA 22180

(B) To Lessee: William H. Scott
Tina Kim Scott
8230 Claremont Woods Drive
Alexandria, VA 22309

24. WAIVER; PARTIAL INVALIDITY. Failure of any party to exercise any power or right granted hereunder shall not constitute a waiver of that party's right thereafter to demand compliance with the terms hereof, and if any clause or provision hereof is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, that clause or provision shall be deemed severable from the remaining provisions of this Lease and all other conditions and provisions shall remain in full force and effect and binding on the respective parties to this Lease.

25. COUNTERPARTS. This Lease may be executed simultaneously in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26. AMENDMENTS. This Lease may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto.

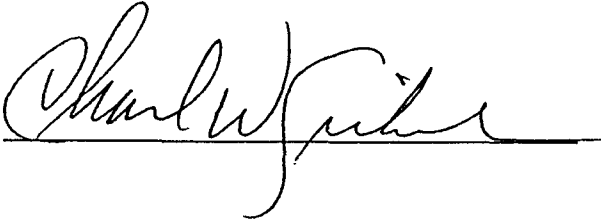
27. CAPTIONS. The captions of this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Lease or the intent of any provision hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal, the day and year first hereinbefore written.

LANDLORD:

WITNESS:

GORGONE FAMILY LIMITED
PARTNERSHIP

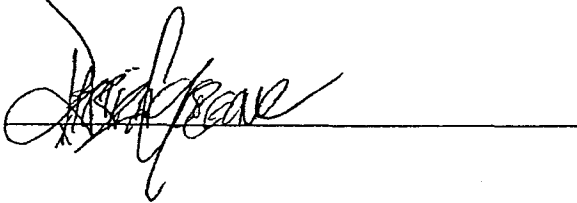


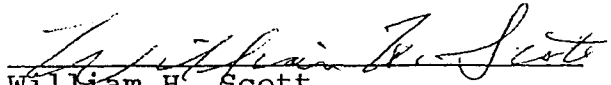
By: 

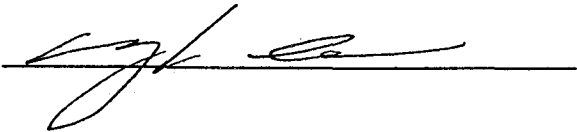
Salvatore Gorgone
General Partner

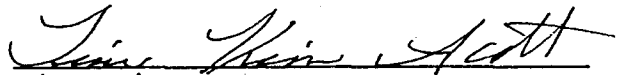
WITNESS:

TENANT:




William H. Scott




Tina Kim Scott

LEASE ASSIGNMENT AND ADDENDUM

2006 DEC 19 AM 10:56

THIS LEASE ASSIGNMENT AND ADDENDUM is entered into this 1st day of January, 1996, by and between Gorgone Family Limited Partnership (hereinafter referred to as the "Landlord") of 10600 Hunters Station Road, Vienna, VA 22180; William H. Scott and Tina Kim Scott, husband and wife, of 8230 Claremont Woods Drive, Alexandria, Virginia, 22309 (hereinafter referred to as the "Assignor") and Zong Meng and Fangji Chen, husband and wife, of 12203 Hunters Lane, Rockville, Maryland, 20852 (hereinafter referred to as the "Assignee/Tenant").

Whereas, by Lease Assignment dated March 1, 1995, the Landlord leased to the Assignor the premises located at 1417 17th Street, N.W., Washington, DC 20036; and

Whereas, the Assignor now desires to assign all their rights, title and interest under the Lease to the Assignee and Assignee is desirous of obtaining an assignment of the Lease and continue to carry on a restaurant business at the demised premises; and

Whereas, the Assignee/Tenant desires to extend the current Lease for an additional five (5) year period; and

Whereas, the Landlord is willing to grant the five (5) year extension under certain terms and conditions contained herein.

Now, therefore, the parties agree as follows:

1. The Assignor hereby irrevocably assigns, transfers and conveys to the Assignee all of their rights, title and interest in the Lease dated March 1, 1995, by and between the Assignor and the

Landlord.

2. The Assignee hereby agrees to be bound by all of the terms and conditions contained in the Lease dated March 1, 1995.

3. Provided that there has been no defaults under the terms of the current Lease, that rent have been timely paid to the Landlord as provided in the Lease; and further that there has been no materially adverse change in the Assignee/Tenant's financial condition, the Landlord will upon ninety (90) days' written notice from the Assignee/Tenant to the Landlord extend the current lease for a period of five (5) years until February 28, 2006.

4. The rent for the option period shall be negotiated between the parties ninety days before the expiration of the current term.

5. The Assignee shall deposit with the Landlord one (1) month rent as a security deposit in the amount of two thousand dollars (\$2,000.00) at the settlement date which is scheduled at 6:30 pm on January 11, 1996 at the Law Office of Michael W. Lu & Associates, at 2209 Coleridge Drive, Silver Spring, MD 20910 (301-588-8569).

6. Tenant shall permit the Landlord access to the utilities located in the demised premises for service, maintenance and repair.

7. The rent commencing March 1, 1996, and each month thereafter, with the CPI adjustment shall be two thousand seventy dollars (\$2,070.00)

8. January's rent of TWO THOUSAND DOLLARS (\$2,000) plus the security deposit of TWO THOUSAND DOLLARS (\$2,000) shall be

delivered to the Landlord upon the execution of this Agreement.

9. In the event the Tenant fails to pay the rent as specified in the Lease a five percent (5.0%) late charge shall be charged after the fifth day of the month.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Addendum to be effective as of the date set forth above.

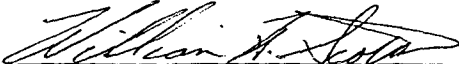
Witness:

Landlord:
Gorgone Family Limited Partnership

By: _____
Name: Salvatore Gorgone
Title: General Partner

Witness:

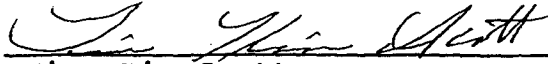
Assignor:



William H. Scott

Witness:

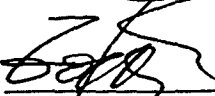
Assignor:



Tina Kim Scott

Witness:

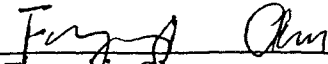
Assignee/Tenant:



Zong Meng

Witness:

Assignee/Tenant:



Fangji Chen

2006 DEC 19 AM 10: 56

LEASE RE-ASSIGNMENT AND ADDENDUM

THIS LEASE RE-ASSIGNMENT AND ADDENDUM is entered into this 7 day of April, 1998, by and between GORGONE FAMILY LIMITED PARTNERSHIP (hereinafter referred to as the "**Landlord**"); ZONG MENG and FANGJI CHEN, husband and wife, Assignees of a Lease dated March 1, 1995 from WILLIAM H. SCOTT and TINA KIM SCOTT (hereinafter referred to as the "**Assignor**") and YU FANG JIANG and MING JIN ZHANG, husband and wife (hereinafter referred to as the "**Assignee/Tenant**").

WHEREAS, by Lease dated March 1, 1995, the Landlord entered into the original Lease with the SCOTTS which was thereafter assigned to ZONG MENG and FANGJI CHEN the Assignor, the premises located at 1417 17th Street, N.W., Washington, D.C.; and

WHEREAS, the Assignor now desires to re-assign all their rights, title and interest under the Lease to the Assignee/Tenant and the Assignee/Tenant is desirous in obtaining a re-assignment of the Lease and continue to carry on a restaurant business at the demised premises; and

WHEREAS, the Landlord is willing to grant the re-assignment under certain terms and conditions contained herein.

NOW, THEREFORE, the parties agree as follows:

1. The Assignor hereby irrevocably re-assigns, transfers and conveys to the Assignee/Tenant all of their rights, title and interest in the Lease Assignment dated

March 1, 1995 and the assignment of the Lease dated January 1, 1996, by and between the Assignor and the prior Tenant.

2. The Assignee/Tenant hereby agrees to be bound by all of the terms and conditions contained in the Lease Assignment dated March 1, 1995 and the Assignment and Addendum dated January 1, 1996.

3. Provided that there has been no defaults under the terms of the current Lease, that rent and taxes have been timely paid to the Landlord as provided in the Lease; and further that there has been no materially adverse change in the Assignee/Tenant's financial condition, the Landlord will upon ninety (90) days' written notice from the Assignee/Tenant to the Landlord extend the current lease for a period of five (5) years until February 28, 2008 at the then prevailing market rates to be negotiated by the parties.

4. The rent for the option period shall be negotiated between the parties ninety days before the expiration of the current term.

5. The Assignee/Tenant shall deposit with the Landlord four (4) months rent as a security deposit in the amount of Eight Thousand Four Hundred Twenty-Eight and No/100 Dollars (\$8,428.00)

6. The Assignee/Tenant shall permit the Landlord access to the utilities located in the demised premises for service, maintenance and repair.

7. The rent commencing March 1, 1998, and each month thereafter, with the CPI adjustment shall be Two Thousand One Hundred Seven and No/100 Dollars (\$2,107.00).

8. The Lease shall be extended for an additional three (3) years to expire February 28, 2003.

9. The Assignee/Tenant agrees to have a termite/pest control inspection of the premises and provide a certificate of inspection to the Landlord and provide proof of treatment. The Assignee/Tenant agrees to maintain the premises free of termite and pests and periodically treat the premises as recommended by a Certified Pest Control Operator

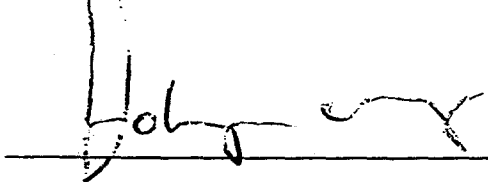
10. In the event the Tenant fails to pay the rent as specified in the Lease a five percent (5.0%) late charge shall be charged after the fifth day of the month.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Re-Assignment and Addendum to be effective as of the date set forth above.

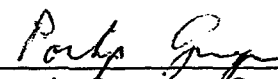
LANDLORD:

GORGONE FAMILY LIMITED
PARTNERSHIP

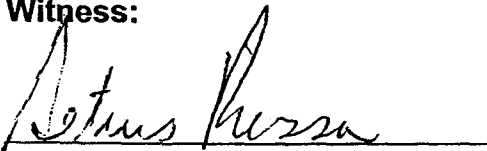
Witness:



By:


Pontip Gorgone, General Partner

Witness:



ASSIGNOR:


Zong Meng

Witness:

Fangji Chen
Fangji Chen

Witness:

John T. Chen

ASSIGNEE/TENANT:

Yu Fang Jiang
Yu Fang Jiang
S.S.N.: J-520-967-244-675
D.O.B.: 08-30-70

Witness:

James Ross

Ming Jin Zhang
Ming Jin Zhang
S.S.N.: 2-520-603-414-285
D.O.B.: 04-12-66

November 13, 2002

To: GORGONE Family Limited Partnership

Re: Lease Renewal

Location: 1417 17th Street N.W.

Washington, DC 20036

To Whom It May Concern:

The tenants, Yu Fang Jiang and Ming Jin Zhang, hereby request a renewal of their lease to extend the next 5-year option starting March 1, 2003 ending February 28, 2008.

This shall terminate any relations and/or obligations between the "Assignor", William H. Scott and Tina Kim Scott and the "Assignee", Yu Fang Jiang and Ming Jin Zhang. This also institutes that the future lease shall commence directly with the landlord, Gorgone Family Limited Partnership.

Sincerely,

Yu Fang Jiang 11-13-02

Yu Fang Jiang

S.S.N.: J-520-967-244-675

D.O.B.: 08-30-70

Ming Jin Zhang 11-13-02

Ming Jin Zhang

S.S.N.: Z-520-603-414-285

D.O.B. 04-12-66

RECEIVED
D.C. OFFICE OF ZONING
2006 DEC 19 AM 10:56

Ming Jin Zhang
Yu Fang Jiang
1417 17th Street, NW
Washington, DC 20036

RECEIVED
D.C. OFFICE OF ZONING
2006 DEC 19 AM 10: 56

November 18, 2002

Via Certified Mail

Gorgone Family Limited Partnership
Attn.: Salvatore Gorgone
10620 Hunter Station Road
Vienna, VA 22180

**Re: Lease - 1417 17th Street, NW, Washington, DC 20036
Extension of Lease for the 5- Year Option Term**

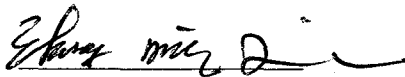
Dear Mr. Gorgone:

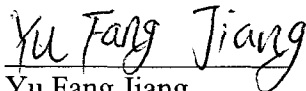
This letter is to notify you that we intend to exercise the five (5)-year option term provided in Paragraph 3 of the Lease Re-Assignment and Addendum dated April 7, 1998. We would like to extend the current lease for a period of five years until February 28, 2008.

We hereby certify that there has been no defaults under the terms of the lease and that there has been no materially adverse change in the tenant/assignee's financial condition.

We would also like to propose that the rent shall remain the same (currently \$2159.68 per month), with annual rent adjustment according to CPI as provided in Paragraph 7 of the Lease Re-Assignment and Addendum dated April 7, 1998.

Thank you for your consideration.


Ming Jin Zhang


Yu Fang Jiang

cc: J. Wayne Hou, Esquire, 200 Orchard Ridge Drive, Suite 230, Gaithersburg, MD 20878
Telephone: (240)631-8855

2006 DEC 19 AM 10: 57

LEASE EXTENSION AGREEMENT

This lease extension agreement is made this 31st day of March, 2003 between Gorgone Family Limited Partnership ("landlord") and Yu Fang Jiang and Ming Jin Zhang ("tenant").

1. The lease term as extended shall terminate on February 28, 2008.
2. The monthly base rent beginning March 1, 2003 shall be two thousand seven hundred dollars (\$2,700.00). There shall be a late charge equal to ten percent (10%) of the monthly base rent amount if any payment of rent is not received by landlord on or before the tenth (10th) day of the month, and a late fee of ten percent (10%) of the amount due as to any additional rent which is not paid within ten (10) days of written demand.
3. Effective March 1, 2004 and on the same date each year thereafter, the base rent shall be raised by four percent (4%) over the prior year base rent.
4. The landlord shall have the right to terminate this lease by mailing of a one hundred eighty (180) day written notice at any time after February 28, 2006.
5. The tenant waives trial by jury in an action arising under or related to the landlord-tenant relationship between the parties.
6. Currently tenant uses the patio to the rear of the building for a dumpster. Tenant has no right to use the rear patio, such use is permissive only, and landlord may terminate tenant's use of the rear patio at any time by written notice.
7. For so long as tenant uses the rear patio for its dumpster, tenant will accept trash placed in the dumpster by all residential tenants in the building. Tenant will have the dumpster serviced as often as landlord may require in order to maintain proper sanitation conditions, in landlord's reasonable discretion. Tenant will keep the dumpster lid closed at all times and will obey all reasonable instructions from landlord pertaining to the use of the dumpster. If required by landlord by written notice, tenant will keep the dumpster locked and provide keys to the residential building tenants. Tenant will pay as additional rent any and all fines levied by the District of Columbia with respect to the maintenance of the dumpster and any trash conditions in the rear patio.

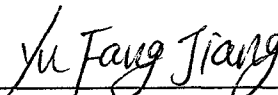
8. Tenant acknowledges that the original hood and ductwork were installed with landlord's permission, but tenant extended the ductwork without permission. Tenant will relocate and re-route the ductwork servicing the kitchen as required by landlord within thirty (30) days of written notice by landlord, and will obtain all necessary permits and inspections. Alternatively, landlord may dismantle and re-route tenant's ductwork in landlord's sole discretion, and charge tenant for any cost, which shall be considered additional rent, and which shall be due immediately on written demand by landlord.

9. Tenant shall make no other alterations, improvements or additions to the premises without landlord's prior written consent, which may be granted or withheld in landlord's sole discretion.

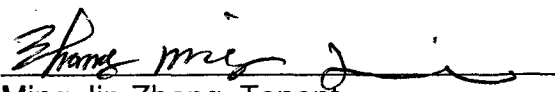
10. Tenant will follow landlord's instructions with regard to pest control applications. If landlord in its sole discretion is not satisfied with any aspect of tenant's pest control measures, landlord may contract directly with pest control applicators and all costs incurred by landlord shall be paid by tenant immediately on written demand, with all such costs being considered additional rent.

11. The lease between the parties includes the Lease dated March 1, 1995 between landlord and William H. Scott and Tina Kim Scott, which was assigned to Zong Meng and Fangji Chen by a Lease Assignment and Addendum dated January 1, 1996. The lease was then assigned to the current tenant by a Lease Re-Assignment and Addendum dated April 7, 1998, and all of the terms and conditions of the lease as set forth in the foregoing Lease and addenda shall remain unchanged, except as modified in this Lease Extension Agreement.

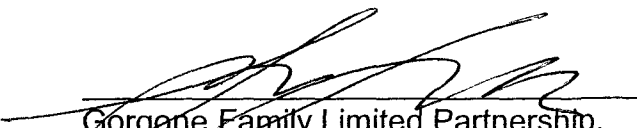
Signed, this 36th day of March, 2003.



Yu Fang Jiang, Tenant



Ming Jin Zhang, Tenant



Gorgone Family Limited Partnership,
Landlord, by Salvatore Gorgone,
General Partner

2006 DEC 19 AM 10: 57

LEASE EXTENSION AGREEMENT

This lease extension agreement is made this ___ day of November, 2002 between Gorgone Family Limited Partnership ("landlord") and Yu Fang Jiang and Ming Jin Zhang ("tenant").

1. The lease term as extended shall terminate on February 28, 2008.
2. The monthly base rent beginning March 1, 2003 shall be two thousand seven hundred fifty dollars (\$2,750.00). There shall be a late charge equal to ten percent (10%) of the monthly base rent amount if any payment of rent is not received by landlord on or before the tenth (10th) day of the month, and a late fee of ten percent (10%) of the amount due as to any additional rent which is not paid within ten (10) days of written demand.
3. Effective March 1, 2004 and on the same date each year thereafter, the base rent shall be raised by four percent (4%) over the prior year base rent.
4. The landlord shall have the right to terminate this lease by mailing of a thirty (30) day written notice at any time after February 28, 2006.
5. The tenant waives trial by jury in an action arising under or related to the landlord-tenant relationship between the parties.
6. Currently tenant uses the patio to the rear of the building for a dumpster. Tenant has no right to use the rear patio, such use is permissive only, and landlord may terminate tenant's use of the rear patio at any time by written notice.
7. For so long as tenant uses the rear patio for its dumpster, tenant will accept trash placed in the dumpster by all residential tenants in the building. Tenant will have the dumpster serviced as often as landlord may require in order to maintain proper sanitation conditions, in landlord's reasonable discretion. Tenant will keep the dumpster lid closed at all times and will obey all reasonable instructions from landlord pertaining to the use of the dumpster. If required by landlord by written notice, tenant will keep the dumpster locked and provide keys to the residential building tenants. Tenant will pay as additional rent any and all fines levied by the District of Columbia with respect to the maintenance of the dumpster and any trash conditions in the rear patio.

8. Tenant acknowledges that the original hood and ductwork were installed with landlord's permission, but tenant extended the ductwork without permission. Tenant will relocate and re-route the ductwork servicing the kitchen as required by landlord within thirty (30) days of written notice by landlord, and will obtain all necessary permits and inspections. Alternatively, landlord may dismantle and re-route tenant's ductwork in landlord's sole discretion, and charge tenant for any cost, which shall be considered additional rent, and which shall be due immediately on written demand by landlord.

9. Tenant shall make no other alterations, improvements or additions to the premises without landlord's prior written consent, which may be granted or withheld in landlord's sole discretion.

10. Tenant will follow landlord's instructions with regard to pest control applications. If landlord in its sole discretion is not satisfied with any aspect of tenant's pest control measures, landlord may contract directly with pest control applicators and all costs incurred by landlord shall be paid by tenant immediately on written demand, with all such costs being considered additional rent.

11. The lease between the parties includes the Lease dated March 1, 1995 between landlord and William H. Scott and Tina Kim Scott, which was assigned to Zong Meng and Fangji Chen by a Lease Assignment and Addendum dated January 1, 1996. The lease was then assigned to to the current tenant by a Lease Re-Assignment and Addendum dated April 7, 1998, and all of the terms and conditions of the lease as set forth in the foregoing Lease and addenda shall remain unchanged, except as modified in this Lease Extension Agreement.

Signed, this ____ day of November, 2002.

Yu Fang Jiang, Tenant

Ming Jin Zhang, Tenant

Gorgone Family Limited Partnership,
Landlord, by Salvatore Gorgone,
General Partner

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D.C. OFFICE OF ZONING
2006 DEC 19 AM 10: 57

Law Offices
STEPHEN N. GELL
A Professional Corporation

1101 30th St. N.W.
Fifth Floor
Washington, D.C. 20007
Telephone: (202) 625-8311
Facsimile: (703) 522-5503

December 2, 2005

Mr. Salvatore Gorgone, Pres.
Gorgone Investments Ltd. Partnership
10620 Hunter Station Road
Vienna, VA 22181

Re: Proposals regarding the Carryout at 1417 17th Street, N.W.

Dear Mr. Gorgone:

As you know, Mr. Zhang has been unable to reopen his carryout following a Notice of Intent to Deny License Renewal, dated October 17, 2005. While the deficiencies have now been addressed, we are still waiting for the formal license approval or a denial, from which we will be able to appeal. Either way, we anticipate that Mr. Zhang will be able to resume operations, at least on a temporary basis, until a final adjudication. In my opinion, the District's case does not support its denial of his right to operate a carryout at 1417 17th Street since the location permits a delicatessen.

Unfortunately, in order to pursue the case to its conclusion and justify the substantial expenditure of funds, Mr. Zhang needs to know that he will not be prevented from continuing the operation for the full period of the current lease which terminates on February 28, 2008. At present, the lease permits you, on a whim, at any time after February 28, 2006, to give him a 180 day notice to vacate. We request that you delete that provision from the lease. It is of questionable legality since the rights are not mutual. He is supposedly locked into the lease until February 2008 but you are obligated only until July of 2006. Moreover, Mr. Zhang rented the space on the belief that he could operate a carryout. The higher rent is based on this mutual belief. DCRA has adopted a different view. Accordingly, if DCRA prevails, we believe a court will conclude that the space is not fit for the purpose for which it was rented and the contract is a nullity since there was no meeting of the minds.

Considering the costs involved, I am sure that you can understand why it would be not be beneficial for Mr. Zhang to fight this case if he cannot count on staying in operation at least until February, 2008.

Mr. Salvatore Gorgone

12/2/2005

Page 2

On a more positive note, please consider that you are likely to benefit substantially from this. I am confident that you have been able to charge a higher rent than would have been possible for use of the space for a delicatessen or residence. At the same time, you have not been called on to pay any of the legal costs. So, if we are successful, we will have increased the value of the building at little or no cost to yourself, because you will be able to preserve the carryout use and charge commensurate rents.

Alternatively, we request that you let Mr. Zhang terminate his lease with no further responsibility for payment of rent, with the right to remove equipment, and with no obligation respecting the ductwork. This will enable you to rent the space to a traditional delicatessen or for residential purposes. Or you can take on the task of securing the right to have a carryout. Bear in mind that if the space remains vacant for a prolonged period, even a traditional deli use may not be possible since the grandfather clause may lapse.

I look forward to your early reply.

Very truly yours

A handwritten signature in dark ink, appearing to read "Stephen N. Gell", with a stylized, cursive script.

Stephen N. Gell

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D.C. OFFICE OF ZONING

2006 DEC 19 AM 10: 57

703 946 5740 cell

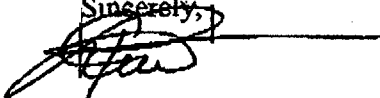
TO: SALVATORE (703) 648-0905
FROM: PAUL LUNA, (202) 361-2295, LUNACOOKS@YAHOO.COM
FAX: (703) 620-5709
DATE: JANUARY 30, 2006
RE: PREMISES: 1417 17TH STREET, NW, WASHINGTON, D.C.

Dear Sal:

Please find below and outline of my proposal to lease, under which I ("Tenant") would consider leasing space from you ("Landlord") at 1417 17th Street, NW, Washington, D.C.

I look forward to advancing discussions in this regard. Please don't hesitate to contact me with any questions at (202) 361-2295 in the evenings.

Sincerely,


Luna

LETTER OF INTENT PROPOSAL TO LEASE

**1. Use of
Premises:**

To operate a delicatessen.

**2. Term and
Options**

The initial term of the lease shall be for five (5) years with the option to extend the lease for five (5) years.

Commencement of Lease. The lease term, and rent payments, will commence upon the completion of the Tenant's premises being fully ready for business, by no later than 30 days after the lease has been fully executed (signed). In the event the Tenant is unable to commence business on the 31st day, then Tenant's occupancy will be delayed until the premises doors can open for business, with lease commencement occurring on the first day of business and that first month's rent charged on a pro-rated basis.

Early Occupancy. Prior to the lease commencement date, the Tenant shall have access to the space for the purpose of improvements (see paragraph 8).

3. Rent:

Tenant's Base Rent shall be \$3,000, payable on the first of the month, excepting the case outlined under "Lease Commencement" in paragraph 2, for the first year of the lease term. (See Paragraph 6 for escalations.)

Deposits. The Tenant will pay the equivalent of the ⁽²⁾first month's rent as a good faith deposit upon execution of this proposal and will pay a security deposit of \$3,000 when the lease is signed. All deposits to be refunded to Tenant if a lease is not fully executed.

A TEN (10) % LATE CHARGE SHALL BE CHARGED TO THE TENANT IF RENT IS NOT PAID BY THE FIVE (5)TH DAY OF THE MONTH.
A \$3,000 TO BE PAID BY THE TENANT 2 MONTHS OF OPEN THE BUSINESS XXXX X 56

Page 1 of 3

4. Additional
Costs By
Tenant:

All utilities (gas, electricity, and water); janitorial costs within the premises; delivery of all wet and dry trash from the premises to the common area trash receptacles; and maintenance of fixtures and facilities within the premises (see paragraph 8).

FOR THE ALL BUILDINGS

5. CAM Items By
Landlord:

Landlord's Common Area Maintenance (CAM) items include maintenance of building (see Paragraph 7).

6. Increases In
Base Rent:

- A. *Initial Term.* The Monthly Base Rent of \$3,000 for the second year shall be increased annually by an annual ~~minimum~~ of 8%. *BEEN NO DEFAULTS UNDER THE TERM OF THE CURRENT LEASE.*
- B. *Option Periods.* ~~On the 61st month (Year 2011) the Monthly Base Rent shall be adjusted to reflect the Market Rent in accordance with a paid the rent in procedure to be specified in the Lease. The Monthly Base Rent to the Landlord beginning on the anniversary of the Rent Commencement Date from AS PROVIDED IN 7, years 2012 to 2016 shall be increased based by the Consumer Price Index (Washington D.C./ Baltimore Area Office/Clerical Wage Earners) will upon 90 DA with an annual minimum of 3% and an annual maximum of 8%.~~

WRITTEN NOTICE FROM THE TENANT THE LANDLORDS EXTEND THE CURRENT LEASE FOR A PERIOD OF (5) YEARS UNTIL 200016 AT THE THEN TO BE NEGOTIATED BUT THE PARTIES

7. Improvements
and Actions to
be completed
and paid for by
Landlord:

- A. Any Fire and Safety code work related to improvements of Tenant's Space;
- B. Plumbing and Electrical work for fully-functioning deli space that meets health and sanitation codes.
- C. Repair of existing holes in walls and floors (with special attention paid to the damaged tiling in the floor close to the entrance.)
- D. Maintenance and repair expenses not related to operation of the Tenant's business (for example, a plumbing leak from the tenant(s) on upper floors of the building).
- E. and meters for gas, electricity, and water.

8. Improvements
to be completed
and paid for by
Tenant:

- A. Construction of kitchen space and painting to prepare the space for business. ~~Tenant will also have use of Landlord's pressure cleaner to clean and maintain the space.~~
- B. All lighting, fixtures, trade equipment (including hood), furnishings, and other related personal property.

C. Maintenance of all fixtures and facilities discussed above in 7 A & B. TENANT AGREES TO HAVE A TERMITE PEST CONTROL INSPECTION OF THE PREMISES AND PROVIDE CERTIFICATE OF INSPECTION TO THE LANDLORD. TENANT AGREES TO MAINTAIN THE PREMISES FREE OF TERMITE AND PEST.

9. Terms of
Engagement

Provided Landlord will not visit the premises without prior notification for purposes of "checking up" on the business or the premises. ACCESS TO THE UTILITIES THE TENANT SHOULD PERMIT THE LANDLORD ACCESS TO THE UTILITIES LOCATED IN THE PREMISES FOR SERVICES, MAINTENANCE AND REPAIRS.

10. Confidentiality:

Both parties acknowledge and agree that all of the information contained herein and exchanged through the course of negotiations shall remain confidential.

11. Indemnification:

S.P.C.

Tenant and Landlord agree to indemnify, defend and hold harmless each other against and with respect to all claims, costs, expenses, obligations, liabilities, damages, recoveries, including interest, penalties, engineering consultant and attorneys' fees that each party shall incur or suffer which arise, result from, or relate to any toxic pollutant or contaminant existing in, on or beneath the property (or groundwater) or any improvement or equipment on the property; unless due to the negligence or misconduct by either party.

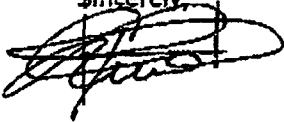
12. Binding Effect

Only a fully executed lease, delivered to both parties, may bind the parties to this or any proposed transaction.

After this Proposal is fully executed and all contingencies are removed, the executed Proposal is to be used for drafting a Lease and is not binding on either party until the Lease is executed by Tenant and Landlord. Any conflicts between the executed Proposal and the Lease shall be controlled by the Lease.

Sal, please call if you have any questions. We look forward to a prompt response.

Sincerely,



Paul Luna

Acknowledged and accepted:

Landlord for 1417 17th Street, NW



Signature: "Landlord"

1-31-2006
Date

COMMERCIAL LEASE

2006 DEC 19 AM 10: 57

This lease is made by Gorgone Investment Limited Partnership ("landlord") and Paul Luna ("tenant"), this 4 day of February, 2006.

1. SUBJECT AND PURPOSE

Landlord leases to tenant the English basement premises situated at 1417 17th Street, N.W., Washington, D.C. 20019 for use as a market and delicatessen. Tenant will not use the premises for any other purpose without the landlord's written permission. The premises are leased in "AS IS" condition.

2. TERM AND RENT

a. Landlord demises the above premises for a term of five (5) years commencing March 1, 2006 and terminating February 28, 2011. Tenant may occupy the premises prior to commencement of the term under all of the conditions of this lease, excepting the payment of rent, for the month of February 2006, to prepare the premises for business use.

b. The base rent payable over the initial term of the lease shall be three thousand dollars (\$3,000.00) per month, payable on the first day of each month. Beginning March 1, 2007, and annually thereafter, the rent will be increased by eight percent (8%) over the prior year base rent.

c. There shall be late charge of ten percent (10%) in case any installment of rent is not paid on or before the fifth (5th) day of the date due. All rental payments shall be made to landlord at the following address: 10620 Hunter Station Road, Vienna, Virginia 22181.

3. ADDITIONAL RENT

a. Any and all taxes, charges, costs, and expenses that tenant assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon in the event of failure of tenant to pay those items, and all other damages, costs, expenses, and sums that landlord may suffer or incur, or that may become due, by reason of any default of tenant or failure by tenant to comply with the terms and conditions of this lease shall be deemed to be additional rent, and, in the event of nonpayment, landlord shall have all the rights and remedies as herein provided for failure to pay rent.

b. Any additional rent or any other charge imposed on tenant by this lease shall be subject to a late payment charge of five percent (5%) of the payment amount, which sum shall be deemed liquidated damages to compensate landlord for the cost of administering the default.

4. ALTERATIONS AND IMPROVEMENTS

a. Subject to the limitation that no substantial portion of the building on the demised premises shall be altered, remodelled, renovated, demolished or removed by tenant without the prior written consent of the landlord, and, if necessary, any mortgagee, tenant may at any time during the lease term, subject to the conditions set forth below and at tenant's expense, make any reasonable alterations, additions, or improvements in and to the demised premises. Alterations shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value, of the building on the premises or change the purposes for which the building, or any part thereof, may be used.

b. Conditions with respect to alterations, additions, or improvements are as follows:

(1) Before commencement of any work all plans and specifications shall be filed with and approved by all governmental departments or authorities having jurisdiction and any public utility company having an interest therein, and all work shall be done in accordance with requirements of local regulations. The plans and specifications for any alterations shall be submitted to landlord for written approval prior to commencing work.

(2) All alterations, additions and improvements on or in the demised premises at the commencement of the term, and that may be erected or installed during the term, shall become part of the demised premises and the sole property of landlord, except that all moveable trade fixtures installed by tenant shall be and remain the property of tenant.

c. Notwithstanding the above, tenant may do any or all of the following work without the landlord's permission, provided the work is done in accordance with any applicable laws and regulations: interior painting, floor tile installation, cosmetic decor changes, carpeting.

5. MUNICIPAL ORDINANCES

Tenant will comply with all laws, ordinances, rules and regulations of the federal and local authorities applicable to the business conducted at the demised premises and applicable to the demised premises in general, including, without limitation, all sales tax laws and any other tax laws. Landlord makes no warranty or representation as to the legality of tenant's proposed use under applicable zoning or licenses regulations and it is tenant's sole responsibility to obtain such permits and licenses as are required for lawful operation.

6. REPAIRS AND MAINTENANCE

a. Tenant shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in a good, safe and substantial condition, the demised premises and any improvements, additions, and alterations thereto, and shall use all reasonable precaution to prevent waste, damage, or injury to the demised premises.

Tenant shall be responsible for maintaining all adjacent sidewalks, alleyways, and public space free of trash, debris, obstacles, snow and ice. Tenant shall comply with all recommendations of landlord's insurer with respect to use of the premises.

b. Tenant will employ such reasonable pest, insect and rodent control measures, general sanitation practices pertaining to food handling and storage, grease removal practices and hood cleaning practices, including steam-cleaning at periodic intervals, as landlord directs.

c. At the expiration or other termination of the term hereof surrender and deliver up the premises and any fixtures contained therein in like order and condition as at the commencement of the term, ordinary wear and tear excepted. Tenant shall take all steps necessary to maintain proper sanitation conditions in and about the premises as landlord may reasonably require.

d. Provided tenant is not in default, tenant may remove any moveable trade fixtures and equipment from the premises at the end of the term or termination of the term. Tenant shall be responsible for the payment of all costs of repairing any damage to the premises caused by the removal of trade fixtures and equipment.

7. UTILITIES

All applications and connections for necessary utility services on the demised premises shall be made in the name of the tenant only, and tenant shall be solely liable for utility charges as they become due, including those for gas, water, sewer, electricity, and telephone services. The water service to the building is on a common meter. Tenant will pay the entire amount of all water bill invoices for service to the entire building.

8. TAXES

Landlord shall pay the District of Columbia real estate taxes on the property.

9. INSURANCE

a. Tenant shall carry liability insurance, combined single limit for personal injury, death and property damage, in the amount \$1,000,000.00 naming the landlord as an additional insured on such policy, and will provide confirmation of insurance coverage by a company or companies with insurance ratings reasonably acceptable to landlord, immediately on request of landlord. Tenant shall not do anything which would cause the landlord's fire insurance premiums on the building to be raised. If the premiums are raised due to an act of tenant, tenant shall immediately pay the amount of such increased premiums to landlord and such sums shall be considered as additional rent. Tenant shall also maintain insurance on the business contents, including but not limited to fixtures,

equipment, furnishings and improvements, to the extent of replacement value. Landlord shall be named an additional insured on such policy. All policies of insurance required to be obtained hereunder shall contain a waiver of subrogation rights against the landlord, and shall contain a clause that the insurance cannot be cancelled without a minimum of ten (10) days notice to landlord.

b. Tenant shall also maintain, as part of a liability insurance package, business interruption insurance coverage which will pay the rent on the demised premises for a minimum term of twelve (12) months.

10. FIRE OR OTHER CASUALTY

a. If the premises shall be damaged by fire, the elements, unavoidable accident or other casualty, tenant shall promptly give landlord written notice. Landlord shall promptly thereafter, at its sole cost, repair, restore, replace or rebuild the premises or the portion thereof damaged. Landlord shall not be obligated to make such repairs unless insurance proceeds are sufficient to cover all costs of repair, and landlord shall not be obligated to repair if the damage to the demised premises cannot be repaired within ninety (90) days after insurance proceeds are made available, with the exercise of reasonable diligence, or if in landlord's judgment, restoration of the premises is uneconomical given the extent of damage to the building and the remaining term on the lease.

11. ASSIGNMENT AND SUBLET

This lease shall be assignable only upon prior written consent of the landlord and tenant shall not sublet the premises without the prior written consent of landlord, which landlord may grant or withhold in landlord's sole discretion. Tenant may assign this lease to a corporation or limited liability company on the following conditions: (a) tenant provides a written assignment document for landlord approval prior to assignment; (b) tenant owns a majority of the corporation stock or company capital; (c) tenant remains jointly, severally and unconditionally liable for performance of the lease; (d) tenant obtains proper insurance and provides an insurance certificate at the time of tenant's request for assignment. Further transfer of any legal or beneficial interest in any stock of a corporate tenant or any membership or capital interest in any other entity tenant such as a limited liability company shall be deemed an assignment.

12. SURRENDER OF POSSESSION

a. Tenant shall, on the last day of the term, or on earlier termination or forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to landlord free of subtenancies, including all additions, and improvements constructed or placed thereon by tenant, except moveable trade fixtures, all in good condition and repair, ordinary wear and tear, and deterioration excepted. Any trade fixtures or personal property not used in connection with the operation of the demised premises

and belonging to tenant, if not removed at the termination or default, and if landlord shall so elect, shall be deemed abandoned and become the property of the landlord without any payment or offset therefor. Tenant shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property.

b. Should tenant fail to deliver possession, tenant shall be liable for double the rent during the last month of the term, and thereafter until the landlord is able to evict tenant and regain possession of the premises.

13. QUIET ENJOYMENT

Landlord warrants that tenant shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by landlord if tenant pays the rent and other charges provided herein, and otherwise fully and punctually performs the terms and conditions imposed on tenant.

14. JURY WAIVER AND ATTORNEY FEES

Tenant hereby waives trial by jury and consents to a bench trial in any action initiated by landlord under this lease, and in any action initiated by tenant which relates in any way to this lease. Provided landlord prevails in whole or in part, tenant shall be responsible for landlord's attorney fees, costs and expenses in any action relating to this lease.

15. SECURITY DEPOSIT

As security for performance of the tenant's obligations under this lease tenant shall deposit with landlord upon execution of this lease a security deposit of six thousand dollars (\$6,000.00), which shall be increased by the further payment of three thousand dollars (\$3,000.00) on or before May 1, 2006, which shall be returned to tenant within thirty (30) days after the expiration or mutual termination of this lease, without interest, less any amounts retained by landlord as compensation for tenant's uncured prior or existing defaults. Landlord may deduct from the deposit such amounts as may be necessary from time to time to compensate landlord for the cost of any tenant default, and upon written demand from landlord tenant shall replenish the security deposit. The failure to make the deposit in full or to replenish the deposit shall be a default under this lease and the amount due to the landlord to complete or replenish the security deposit shall be deemed additional rent.

16. LANDLORD LIABILITY AND INDEMNITY

The landlord shall not be responsible for the loss of or damage to property, or injury to persons, occurring in or about the demised premises, by reason of any existing or future condition, defect, matter or thing in said demised premises or the property of

which the premises are a part, including adjacent driveways, sidewalks, walkways, passageways and the like, or for the acts, omissions or negligence of other persons or tenants in and about the said property. Tenant agrees to indemnify and save the landlord harmless from all claims and liability for losses of or damage to property, or injuries to persons occurring in or about the demised premises. If landlord shall be made a party to any litigation commenced by or against tenant with third parties, tenant shall hold landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by landlord in connection with such litigation.

17. INSPECTION AND IMPROVEMENTS BY LANDLORD

a. The landlord or agents shall have the right to enter the demised premises at reasonable hours of day or night to examine same, and to make any repairs, additions, improvements or alterations to the demised premises or the building of which the demised premises are part, for the safety or convenience of the occupants or users thereof, or if landlord so desires in order to maintain or increase the value of the premises, provided any alterations or improvements made for the sole benefit of landlord shall not materially interfere with tenant's use of the premises. Tenant will permit the installation of cables, wires, piping and the like, and any construction work in and about the demised premises provided same does not significantly interfere with tenant's use and possession.

b. The Landlord may undertake the development and improvement of land adjoining, or in the vicinity of, the Premises, and the upper levels of the building in which the premises are located, including the construction of one or more additional storeys to the building for residential condominium development or such other development as may be permitted by law, and in such event, the Landlord shall not be liable to the Tenant for any diminution or blockage of light or air resulting to the Premises, and the Tenant shall not be entitled to any reduction or abatement of rent, or other compensation, as a consequence of the Landlord's development and construction activities which do not materially interfere with the Tenant's general conduct of its business upon or from the Premises; nor shall such activities constitute a constructive eviction of the Tenant. In the course of its development and improvement of adjoining land or the building itself the Landlord may require the Tenant to consent to such entry upon the Premises and to such work thereon as may be necessary to preserve, repair, maintain, extend or improve the building and other improvements on the Premises, including without limitation, shoring and bracing of the foundation and walls. No material interference with the tenant's business shall be presumed from any impairment of visibility of the storefront, construction barricades, sheeting, scaffolding about the premises, noise, dust or other inconvenience or partial impairment of access to the premises, provided landlord uses reasonable efforts to preserve visibility of, and access to, the premises during the construction period.

c. Tenant will provide landlord with a set of keys and any alarm code needed for access to the premises and the utility room located within the tenant's premises.

Landlord may have immediate access at any time to the utility room in order to service equipment located in utility room which serves the building. Tenant may use the utility room for storage provided tenant's use of the space does not violate any municipal fire codes or insurance recommendations.

d. The landlord may show the demised premises and place "for rent" signs about the demised premises beginning three months prior to the expiration of the term.

18. DEFAULT AND WAIVER OF NOTICE

The tenant's failure to pay any installment of rent when due, or pay any other sum of money due under this lease within ten (10) days of the due date or the tenant's failure to cure any other breach of this lease within ten (10) days of written notice, shall constitute a default. In case of default, landlord may immediately file an action for possession of the premises and for any accrued rent without any further notice to the tenant, tenant hereby waiving any notice-to-quit. Waiver of any event or events of default shall not be construed and shall not operate as a waiver of any other event of default. The eviction of tenant and repossession of the premises by landlord shall not relieve the tenant from liability for accrued rent or rent which accrues through the end of the term. Landlord may attempt to re-let the premises or otherwise mitigate damages. Such acts shall not be construed as an acceptance of surrender of the premises, nor as waiver of the landlord's right to collect rent through the end of the term. Tenant shall be liable to pay landlord the difference between the rent which would accrue over the balance of the lease term, less the proceeds of any re-letting, net of any costs incurred by landlord in re-letting the premises, including but not limited to repair, renovation, and brokerage costs and rent allowance. The landlord shall, in addition, be entitled to any other damages allowable under the law of the District of Columbia. Landlord may sue to recover allowable damages at once, or on successive occasions as damages become fixed and ascertainable. In any judgment for rent accrued through the end of the term, the lump-sum amount shall be reduced by a discount factor equal to the then-current prime rate of interest in the Washington, D.C. area.

19. SUBORDINATION

This lease is subordinate to all present and future mortgages, deeds-of-trust and other encumbrances affecting the demised premises or the property of which said premises are a part. Tenant agrees to execute any instrument deemed necessary by landlord to further effect the subordination of this lease to any such mortgage, deed-of-trust or encumbrance and further appoints landlord as attorney-in-fact to execute any such instrument or document. At the option of any foreclosure purchaser of the land and improvements at 1417 17th Street, N.W., Washington, D.C., tenant shall attorn to such purchaser and become the tenant of such purchaser.

20. CONDEMNATION

If the whole or any part of the premises be acquired, taken or condemned by any competent authority for any public or quasi-public use or purpose, or by eminent domain, then the term of this lease shall terminate from the date when possession of the parts so taken shall be required for such use or purpose. No part of any award or payment as a result of such taking or condemnation shall be payable to tenant and tenant shall have no claim against landlord for the value of any unexpired term of this lease. Notwithstanding the above, tenant may make a claim against the condemning authority for the loss of the business, exclusive of the value of the unexpired lease term.

21. SIGNS

No sign, advertisement or notice shall be affixed to or placed upon any part of the demised premises unless approved by landlord.

22. OPTION TO RENEW

Provided tenant is not in default, tenant may exercise in writing an option to renew this lease for one additional five (5) year period, on the same terms and conditions, except for rent, said written notice to be delivered to landlord by certified mail return receipt no later than six months prior to the expiration of the original term. The rent during the option term shall be negotiated between the parties.

23. NOTICE

Notice shall be deemed given and effective under this lease if sent by first class mail, return receipt requested (notwithstanding the addressee's refusal to accept delivery), to the following: if to tenant at the premises and if to landlord at the address where rental payments are made.

24. TRASH REMOVAL

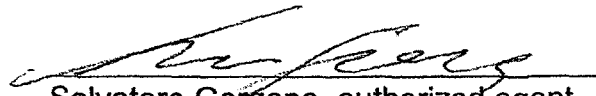
Tenant will order and maintain a dumpster of dimensions reasonably acceptable to landlord and compliant with applicable District of Columbia regulations for placement in the rear patio area of the premises. Tenant shall have no right to use the rear patio area except for trash clean-up and removal. Tenant acknowledges and agrees that the upstairs residential tenants in the 1417 17th Street, N.W. building will deposit their trash in the dumpster. Tenant will pay all expense of dumpster service and will obtain a contract with pick-up frequency reasonably acceptable to landlord considering the total volume of trash generated by tenant and the upstairs residential tenant. Tenant shall be exclusively responsible for maintaining the rear patio area in sanitary, trash-free condition.

25. LIMITATION OF LANDLORD LIABILITY

In the event of breach by landlord, tenant's sole remedy shall be an order of specific performance. No breach of lease by the landlord shall be compensable by monetary damages.

26. INTEGRATION

This lease defines the landlord-tenant relationship between landlord and tenant and there are no other representations, promises or warranties binding between the parties, with respect to the tenancy, except as expressed herein.


Salvatore Gorgone, authorized agent
for Gorgone Investment Limited
Partnership


Paul Luna

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simonosnos@hotmail.com

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Osnos, Leah
Wengel, John

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Mr. Crews:

I am checking in with you regarding the occupancy permit application for 2632-34 Georgia Avenue, N.W.

I am also contacting you on 1417 17th Street, N.W. which is owned by my client Salvatore Gorgone. He has a new tenant to take over the space formerly occupied by the carryout. This tenant applied for a delicatessen occupancy permit and was evidently rejected based on abandonment of the long-standing delicatessen use which was a nonconforming use in this R-5 zone. I am curious whether abandonment has resulted from the prior tenant's November 2005 shutdown of the Chinese carryout operation which was conducted under a delicatessen license and occupancy permit like almost every other carryout in the District. Can we meet with you regarding this property? The incoming owner's plans are for the type of delicatessen operation which everyone would agree is a deli. Please comment.

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Paul Luna
1301 Massachusetts Ave. NW, Apt. 412
Washington, D.C. 20005

March 1, 2006

Salvatore Gorgone
Gorgone Investment LP
10620 Hunter Station Road
Vienna, VA 22181

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Re: 1417 17th Street NW, Washington, D.C. 20036
(Space formerly known as "Chef's Express")

Dear Mr. Gorgone:

In follow-up to our phone conversation yesterday, please find enclosed the keys to the space previously known as "Chef's Express" in the English basement of the above-referenced property (1417 17th Street NW), mailed to you by overnight delivery, signature required.

Return of said keys, and their copies, hereby terminates my obligation to commencement of the so-called "Commercial Lease," which was signed on February 4, 2006 based on the explicit understanding that the space was commercially zoned for the intended use of running a market and delicatessen.

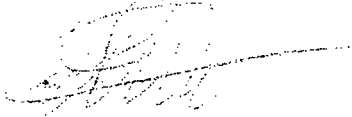
Since signing the lease, Bill Crews, Zoning Administrator at the Department of Consumer and Regulatory Affairs, and Mark Bjorge, ANC Commissioner, have informed me that the space is not zoned for commercial use, including the aforementioned intended use, thereby rendering said lease null and void.

In reference to the \$6,000.00 security deposit I paid upon signing said lease, I want it back, based on the fact that the space was misrepresented as commercial, and I was unable to begin my business in the space.

Further, pursuant to your brief telephone conversation today with my business partner, Cynthia Thomet, we have contacted all the utility providers (PEPCO, Washington Gas, and DC WASA) to terminate our obligation to pay for those services from this date forward (with the exception of Washington Gas, which will cancel service on Friday, March 3, 2006). You, as the landlord to the above-referenced building, will also have to contact all the utility providers in order to remove my name from said utility service accounts as well as to ensure continued service of said utilities for the tenants who live in the residential unit above said space. Please acknowledge this letter as a reiteration of our action today regarding utility service.

Should I find that you have not shown willingness to cooperate (by ensuring that my name is removed from utility service provider accounts and by ensuring that I hold no continued obligation to the so-called "Commercial Lease") with me by Monday, March 6, 2006, I will not hesitate to take legal action. In addition, I am also prepared to present this case to journalists and reporters at local newspapers and television stations with whom I have developed close relationships through my reputable practice as a chef in Washington.

Sincerely;

A handwritten signature in dark ink, appearing to read 'Paul Luna', with a long horizontal flourish extending to the right.

Paul Luna

OSNOS & KIM, LLC
ATTORNEYS AND COUNSELORS AT LAW
7700 LEESBURG PIKE
SUITE 434
TYSONS CORNER, VA 22043

OFFICE (703) 356-8233
FACSIMILE (703) 356-8428

SIMON M. OSNOS*
THEODORE Y. KIM°

*ADMITTED IN VA, MD, DC
°ADMITTED IN VA, MD

March 3, 2006

Paul Luna
1301 Massachusetts Avenue, N.W.
Apartment 412
Washington, D.C. 20005

Re: 1417 17th Street, N.W.

Dear Mr. Luna:

The landlord does not accept your surrender of the basement premises and does not recognize termination of your obligations under the lease.

For your information, the basement is a non-conforming commercial use in the R-5-B zone. The last authorized use was a delicatessen according to the occupancy permit and business license issued to the recently departed tenant. Until and unless there has been an abandonment of this non-conforming use, a delicatessen may be operated at the premises. I am meeting with the current Zoning Administrator, Bill Crews, at 2:00 P.M., on Thursday, March 9, 2006, regarding Mr. Gorgone's building and another property where I am trying to get an occupancy permit for delicatessen use. The problem is that the Zoning Division has not yet adopted a definition for the term "delicatessen" which adequately differentiates this type of business with a "fast food restaurant" and this uncertainty has slowed down a number of occupancy permit applications for the past half-year.

Mr. Gorgone will be at the meeting with me, and if you are interested in obtaining the necessary permit for delicatessen operations you may also come to Suite 2000 at 941 North Capitol Street, N.E.

Cordially,



Simon M. Osnos

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OSNOS & ASSOCIATES, LLC

ATTORNEYS AND COUNSELORS AT LAW
7700 LEESBURG PIKE
SUITE 434
TYSONS CORNER, VA 22043

OFFICE (703) 356-8233
FACSIMILE (703) 356-8428

SIMON M. OSNOS*
PAIGE A. KREMSER°

*ADMITTED IN VA, MD, DC
°ADMITTED IN VA, DC

May 11, 2006

Department of Consumer & Regulatory Affairs
941 North Capitol Street, N.E., Room 9500
Washington, D.C. 20002

Attention: Patrick Canavan, Director
Re: 1417 17th Street, N.W.

Dear Mr. Canavan:

I represent the owners of the building at 1417 17th Street, N.W. The basement is a non-conforming commercial delicatessen use. The District health department has licensed the premises as a delicatessen for years pursuant to a certificate of occupancy for delicatessen use. A new tenant, Paul Luna, applied for a certificate of occupancy for a delicatessen in February 2006. To date, despite a meeting with Bill Crews months ago, no action has been taken on the application.

We understand a neighbor has complained about the prior Chinese carry-out use, alleging that it was not a delicatessen, even though the business was operated under a delicatessen license and served exclusively ready-to-eat food. To date, carry-outs have always been licensed as delicatessens and operated under certificates of occupancy for delicatessen use, with or without seating. There is no doubt the prior Chinese carry-out was a delicatessen as the law has been applied in the District for the past 20 years. We know that the District is now trying to re-interpret the zoning ordinance definitions of delicatessens and fast-food restaurants, and this re-interpretation may affect how carry-outs are licensed in the District.

It appears that Mr. Crews is trying to figure out whether the non-conforming commercial delicatessen use was abandoned or discontinued through operation of a licensed delicatessen which, under some new interpretation of the zoning regulations, might not, today, be considered a delicatessen.

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My client has lost a tenant, has no idea what he can do with his building, and cannot appeal to the BZA because no decision has been made on the occupancy permit application. I have contacted Mr. Crews on numerous occasions about this matter, without result. Please contact me at your earliest convenience. Thanking you for your attention to this matter,

Cordially,

Simon M. Osnos

David Rubenstein
Acting General Counsel
Department of Consumer & Regulatory Affairs
941 North Capitol Street, N.E., 9th Floor
Washington, D.C. 20002

OSNOS & ASSOCIATES, LLC

ATTORNEYS AND COUNSELORS AT LAW

7700 LEESBURG PIKE

SUITE 434

TYSONS CORNER, VA 22043

OFFICE (703) 356-8233

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SIMON M. OSNOS*
PAIGE A. KREMSER°

* ADMITTED IN VA, MD, DC

° ADMITTED IN VA, DC

May 11, 2006

Department of Consumer & Regulatory Affairs
941 North Capitol Street, N.E., Room 9500
Washington, D.C. 20002

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My client has lost a tenant, has no idea what he can do with his building, and cannot appeal to the BZA because no decision has been made on the occupancy permit application. I have contacted Mr. Crews on numerous occasions about this matter, without result. Please contact me at your earliest convenience. Thanking you for your attention to this matter,

Cordially,

Simon M. Osnos

David Rubenstein
Acting General Counsel
Department of Consumer & Regulatory Affairs
941 North Capitol Street, N.E., 9th Floor
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	NAME	ADDRESS	DOCUMENT_DATE	DOCUMENT_TYPE	ENTITY	FIELD1	FIELD2	FILE_NUM1
☐ 1.	 859239	1417 17TH ST	06/04/1998	CERT OCCUP	KING JIN ZHANG			B00180991
☐ 2.	 859241	1417 17TH ST	08/03/1989	CERT OCCUP	WOO BONG SUE			B157402
☐ 3.	 859245	1417 17TH ST	04/17/1995	CERT OCCUP	TINA KIM SCOTT			B171495
☐ 4.	 859247	1417 17TH ST	01/17/1996	CERT OCCUP	FANGJI CHEN			B173703
☐ 5.	 1837883	1417 17TH ST	11/21/1958	CERT OCCUP	VERNON & ARVELL LEE DUPONT			B14104
☐ 6.	 1837885	1417 17TH ST	12/06/1979	CERT OCCUP	STATION INC			B117646
☐ 7.	 1837887	1417 17TH ST	02/18/1981	CERT OCCUP	D C FISH CO INC			B123950
☐ 8.	 1837889	1417 17TH ST	06/24/1982	CERT OCCUP	MICHEL RESTAURANTS INC			B131190
☐ 9.	 1837891	1417 17TH ST	11/13/1981	CERT OCCUP	MICHEL G BEAULIEU			B127860

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Crews, Bill (DCRA)

From: Crews, Bill (DCRA)
Sent: Sunday, June 11, 2006 2:50 PM
To: 'Paul Luna'
Subject: RE: 1417 17th St NW

Chef Luna,

As I prepared the letter and studied the correspondence from the attorney for the owner of 1417 17th St NW, it became apparent that I should have my letter reviewed internally. The letter will be addressed to the owner of 1417 and the owner will be able to appeal my decision contained in the letter that the 'non-conforming' use as a delicatessen as been 'discontinued' to the Board of Zoning Adjustment. For both our sakes it is best this have review by our Office of General Counsel.

I am anticipating that this review should take 2 to 3 weeks. I apologize for the additional delay.

I was excited when I heard of the effort by St Luke's UMC to open their kitchen to the training of folks and glad to know you are involved in what seems like a very good mission by the church.

How are your efforts going with the gym on Florida Avenue? Anything we can do to assist on these efforts while we wait for the review on 1417 17th St?

Best regards,

Bill Crews

Zoning Administrator for the District of Columbia
Department of Consumer and Regulatory Affairs
941 N. Capitol St. NE Suite 2000
Washington, DC 20002
202.442.4576 Office
202.442.4871 Fax
bill.crews@dc.gov

From: Paul Luna [<mailto:lunacooks@yahoo.com>]
Sent: Friday, June 09, 2006 3:32 PM
To: Crews, Bill (DCRA)
Subject: Re: 1417 17th St NW

Thank you Bill. I do not know if you have my home address.
1301 massachusettes ave. N.W.#412 washington D.C 20005. Hope to hear from you soon.
Thank You. Luna
"*Crews, Bill (D.CRA)*" <Bill.Crews@dc.gov> wrote:
Chef Luna,

My apologies for the further delay. I've started the drafting of the letter and got both

6/11/2006

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
OFFICE OF THE ZONING ADMINISTRATOR



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June 13, 2006

Mr. Simon Osnos
Osnos & Associates, LLC
7700 Leesburg Pike, Suite 434
Tysons Corner, VA. 22043

Re: 1417 17th Street, N.W.

Dear Mr. Osnos:

This response is sent to you at the request of Patrick J. Canavan, Director of the Department of Consumer and Regulatory Affairs, and the recipient of your May 11, 2006 letter concerning the status of uses for the above address.

I have prepared a Notice of Discontinuance under 11 DCMR 2005.1 for the non-conforming prior use as a delicatessen. The notice is under internal Department review. I should have a written decision to you by July 7, 2006.

In reviewing DCRA records on the address, the only Certificates of Occupancy on file are for Delicatessens. There is no record of a certificate of occupancy for what I understand are rental residential units on the upper floors. I would ask that you instruct your client to apply for and receive the proper Certificate of Occupancy and Business License if in fact the upper floors are rental units.

If I can be of further assistance, please do not hesitate to call me at 202-442-4576.

Best Regards,

A handwritten signature in dark ink, appearing to read "Bill Crews", is written over a horizontal line.

Bill Crews
Zoning administrator

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Wengel, John[Show All](#)

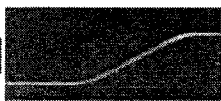
I was told by Bill Crews that you are reviewing his denial letter regarding the occupancy permit application for delicatessen use at 1417 17th Street, N.W. As you may know, it has been at least 6-7 months since the application was filed, 5-6 months since Mr. Crews indicated he would deny the application, 3-4 months since he said his denial letter was in the works, and 2-3 months since he said the letter had been sent for review to the General Counsel's office. When I was at DCRA on Wednesday, he said your position was that a new occupancy permit application should be filed. We cannot take any constructive action on this matter, namely, appeal to the BZA, without a denial letter, and it does not make sense to start all over again and find ourselves in the same situation 6-12 months from now. Please call me at 703-356-8233, fax me at 703-356-8428, or reply by e-mail and let me know why this simple matter has taken such an extraordinary amount of time. If Mr. Crews's legal position in denying the permit application cannot be approved, I want to know that. Thank you.

SIMON M. OSNOS, ATTORNEY FOR SALVATORE AND PONTIP GORGONE, OWNERS

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To: Cc: Bcc: Subject: **Favorite Con**Osnos, Leah
Wengel, John

Since my scores of messages over the last half-year have had absolutely no impact on the process, please let me know if a letter to the Mayor would be helpful in having DCRA act on the pending occupancy permit application for 1417 17th Street, N.W. We have been waiting 7 months.

SIMON M. OSNOS (703-356-8233)

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To: Jill.Stern@dc.gov

Cc:

Bcc:

Subject: RE: 1417 17th St., N.W.

Favorite Con

Osnos, Leah
Wengel, John

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I will check my file; however, the tenant-applicant (who has since left the property), the building owner and I met with Bill Crews in person to discuss the application, and Mr. Crews has spent an incredible amount of time preparing to deny the application. If there is actually no application, then what is going on? It is of course quite common for the occupancy staff to lose or misplace applications and it often ends up that we have to bring down a copy in order to get the permit issued, but since the tenant applied here, not my client building owner, I do not think I have a copy of the application. Please check with Mr. Crews. If in fact there is no application, something is radically wrong.

From: "Stern, Jill (DCRA)" <Jill.Stern@dc.gov>
To: Simon Osnos <simonosnos@hotmail.com>
Subject: RE: 1417 17th St, N.W.
Date: Wed, 16 Aug 2006 14:53:33 -0400

Mr. Osnos: I have been advised that there is no application pending for an occupancy permit application at 1417-17th Street. Could you provide me with further details about

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