

LEASE

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Lease made this 1st day of November, 2013, between Michael Y. Chung, herein referred to as Lessor, and Ghenet G. Mihtsun, herein referred to as Lessee.

In consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The Lessor shall lease to Lessee the premises known as 607 Chesapeake Street, S.E., Washington D.C. 20032 ("Property"). The term of this lease is five years, beginning on November 1, 2013 and terminating on October 31, 2018 ("Initial Term"). At the expiration of Initial Term, Lessee shall have the option of renewing this lease agreement for an additional 5 year period, beginning on November 1, 2018 and terminating on October 31, 2023. ("Option Term", and together with Initial Term shall be hereinafter referred to as "Term"). If Lessee desires to extend the term of this agreement to include the Option Term, Lessee must notify Lessor in writing of Lessee's intention to do so no later than August 31, 2018, or at least 60 days prior to the expiration of Initial Term, whichever is later. The legal description of the shopping center in which the Property is located is Lot 106, Square 6208 in the District of Columbia.
2. The total amount of rent due to Lessor under the Initial Term is Seventy Eight Thousand Dollars (\$78,000.00). The total amount of rent due to Lessor under the Option Term is Ninety Thousand Dollars (\$90,000.00). The total rent shall be payable and due to Lessor in monthly installments ("Monthly Rent") due on the first calendar day of each month ("Due Date"). Monthly Rent due to Lessor during the first 30 months of Initial Term shall be Twelve Hundred Fifty Dollars (\$1250.00), and the Monthly Rent due to Lessor during the final 30 months of Initial Term shall be Thirteen Hundred Fifty Dollars (\$1350.00). If applicable, the Monthly Rent due to Lessor during the first 30 months of Option Term shall be Fourteen Hundred Fifty Dollars (\$1450.00), and the Monthly Rent due to Lessor during the final 30 months of Option Term shall be Fifteen Hundred Fifty Dollars (\$1550.00), as specified below:

Initial Term:

November 1, 2013 – April 30, 2016: \$1,250.00

May 1, 2016 – October 31, 2018: \$1,350.00

Option Term:

November 1, 2018 – April 30, 2021: \$1,450.00

May 1, 2021 – October 31, 2023: \$1,550.00

All payments shall be made payable to Lessor, or to his assignee, through electronic funds transfer through either PayPal or to Lessor's designated bank account.

BOARD OF ZONING ADJUSTMENT
District of Columbia
CASE NO. 18710
EXHIBIT NO. 6

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3. The Lessee agrees to pay a late payment penalty of five percent (5%) of the Monthly Rent on any monthly rental payment received by Lessor more than fifteen (15) calendar days after its original due date during the Term. If the Monthly Rent is received by Lessor more than thirty (30) calendar days after its initial due date, Lessee agrees to pay an additional late payment penalty to Lessor equal to ten percent (10%) of Monthly Rent. In sum, where the Monthly Rent is received by Lessor more than thirty (30) calendar days after its original due date, Lessee agrees to pay a late payment penalty totaling fifteen percent (15%) of the Monthly Rent for that month
- 4 Where Lessee fails to make the required monthly rental payment, and such failure continues for more than sixty (60) calendar days after its original due date, Lessee will be considered to be in material breach of this agreement, and Lessor shall have the right to the remedies and actions specified in paragraphs 22 and 23 of this agreement.
- 5 Lessor and Lessee agree that Lessee shall be responsible for any real property taxes due on the Property
- 6 In addition to the base rent, Lessee shall pay, during the Term his proportionate share of the fire insurance premiums applicable to Property for the entire Term
 - a) Lessor shall notify Lessee of the amount of Lessee's share of fire insurance premium ("Lessee Insurance Share"), either on an annual or on a semi-annual basis, and upon such notice, the Lessee Insurance Share shall be due to Lessor by the 1st day of the following calendar month ("Insurance Share Due Date")
 - b) If Lessor has not received the Lessee Insurance Share within thirty (30) calendar days of the Insurance Share Due Date, Lessee agrees to pay a late payment penalty of Ten Percent (10%) of the Lessee Insurance Share for such period.
- 7 The Lessee agrees to deposit One Thousand Eight Hundred Seventy Five Dollars (\$1,875.00) ("Security Deposit") with Lessor which Lessor is to retain as security deposit for the faithful performance of all terms and conditions of this lease After the Lessee has vacated the premises, the Lessor shall apply such security deposit to any accrued or existing liabilities of Lessee under the terms of this agreement, including but not limited to any damage caused by the Lessee, its employees, servants, customers or visitors, to the premises and any and all property within such premises After such liabilities of Lessee have been deducted from the security deposit, any remaining balance shall be refunded to Lessee within 15 days after the date premises are vacated Lessor and Lessee further agree that in case the Lessee unilaterally terminates this agreement or otherwise vacates Property prior to the expiration of the Initial Term without having fully paid to Lessor the total Monthly Rent due to Lessor under the Initial Term, Lessor shall be entitled to keep the entire amount of Security Deposit. In case of dispute between Lessor and Lessee as to the amount and the timing of the security deposit balance due to Lessee, Lessor and Lessee agree to negotiate in good faith in an effort to resolve any dispute.
- 8 The premises are to be used for the purposes of a carry-out deli Lessee shall restrict its use to such purposes, and shall not use or permit the use of the premises for any other

purpose without the written consent of Lessor, or Lessor's authorized agent. Lessor shall not permit any other occupant of the shopping center of which the premises are a part to operate a carry-out deli business.

- 9 Lessee shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance
- 10 Lessee shall not allow any waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purposes.
11. Lessee shall arrange and pay for all utilities furnished to Property for the Term, including electricity, gas, water, sewer, and telephone service. Lessee shall arrange for all utility services to be registered in Lessee's name, effective November 1, 2013
- 12 Lessee shall register the carry-out deli business in Lessee's name with any and all required tax, legal or administrative agency of the District of Columbia and shall pay all relevant business taxes and fees required by the District of Columbia, including but not limited to, DC Personal Property Tax, DC Unincorporated Business Franchise Tax, and the DC Arena Fee. In addition, to the extent any permits or licenses are required in conjunction with Lessee's business activities, Lessee shall acquire the necessary permits/licenses from any and all relevant agencies or authorities of the District of Columbia.
- 13 Lessee shall at his/her sole expense maintain and be responsible for any appliances, heating and cooling systems, refrigerators, freezers, pipes, conduits, water lines and any other equipment or fixture within the interior of the premises. The exterior side and rear walls will be maintained in good condition by Lessor. Nevertheless, to the extent that the exterior roofing, foundation, walls, pipes, conduits, wiring or water lines outside of the demised premises are altered or damaged as a result of theft, robbery, attempted theft, or other acts of mankind, Lessor shall not be responsible for the maintenance, repair and upkeep of such exterior roofing, foundation, walls, pipes, conduits, wiring or water lines outside of the demised premises
- 14 Lessor represents that the premises are in fit condition for use by Lessee. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in a good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term, or any renewal thereof, in the same conditions as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Lessee shall remove all business signs placed on the premises by Lessee and restore the portion of the premises on which they were placed in the same condition as when received.

15. If the leased premises are totally destroyed by fire or any cause beyond the control of either the Lessee or the Lessor, this Lease shall cease and terminate as of the date of such destruction by fire or any other cause, and such damage should not be caused by the negligence of the Lessee, his employees, servants, customers, or visitors, the Lessor shall have the option of repairing or rebuilding said premises within a reasonable time or terminating the lease forthwith. If the Lessor decides to repair the premises, all rent shall be equitably apportioned or abated, in the proportion that the damaged portion of the leased premises bears to the whole of said premises. Should such partial damage substantially prevent the Lessee from carrying on his business in the premises for a period in excess of thirty (30) consecutive days, the Lessee shall have the option to cancel this Lease. If Lessee has already paid the monthly installment for the month corresponding to the fire or other event described above, then Lessee will be entitled to a partial refund of such monthly rent installment corresponding to the portion of the month in which Lessee is unable to operate his business in the Property.
16. Lessor reserves the right to enter the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations, or modifications to any part of the building in which the premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place movable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the premises, or loss of occupation thereof.
17. Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the premises without the written consent of Lessor, which consent will not be unreasonably withheld. Lessee shall remove signs, displays, advertisements, or decorations it has placed on the premises that, in the opinion of Lessor, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within 30 days after receiving written notice from Lessor to remove them, Lessor reserves the right to enter the premises and remove them at the expense of Lessee.
18. Lessee shall not conduct "Quitting Business," "Lost Our Lease," "Bankruptcy," or other sales of that nature on the premises without the written consent of Lessor, which consent will not be unreasonably withheld.
19. Lessor shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the premises by Lessee, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the leased premises during the term of this lease or any extension thereof. Lessee shall indemnify Lessor from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
20. The Lessee agrees that the Lessor shall not be responsible for any personal injury or damage to the Lessee, his employees, servants, customers, or visitors, when in, on or about said premises, or to the leased premises itself or any part thereof, or to the personal property of the Lessee except as otherwise stated herein. Lessee shall during the full term

of this lease, at the expense of Lessee, (1) insure the fixtures and equipment belonging to Lessee against loss or damage by fire, (2) carry public liability insurance providing for a minimum of \$100,000 dollars coverage per person, \$100,000 per accident and \$100,000 for property damage

- 21 Subject to Lessor's written consent, which consent will not be unreasonably withheld, Lessee may assign or sublease the premises so long as Lessee remains primarily liable under this lease, and all obligations of the Lessee under this lease are kept current
22. The appointment of a receiver to take possession of the assets of Lessee, a general assignment for the benefit of the creditors of Lessee, any action taken or allowed to be taken by Lessee under any bankruptcy act, or the failure of Lessee to comply with each and every term and condition of this lease shall constitute a breach of this lease Lessee shall have thirty (30) days after receipt of written notice from Lessor of any breach to correct the conditions specified in the notice
- 23 Lessor shall have the following remedies in addition to his other rights and remedies in the event Lessee breaches this lease agreement and fails to make corrections as set forth under this lease
 - a) Lessor may re-enter the premises immediately and change the padlocks on the premises and remove the property and personnel of Lessee, store the property in the public warehouse or at a place selected by Lessor, at the expense of Lessee
 - b) After re-entry Lessor may terminate this lease agreement on giving five (5) days written notice of termination to Lessee. Without such notice, re-entry will not terminate the lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the costs of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessor from Lessee. Lessor shall, however, take reasonable steps to mitigate his damages
 - c) After re-entering, Lessor may re-let the premises or any part thereof for any term, at such rent and on such terms as it may choose. Lessor may make alterations and repairs to the premises The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows
 - 1) In addition to Lessee's liability to Lessor for breach of the lease, Lessee shall be liable for all expenses of the re-letting, for the alterations and repairs made.
 - 2) Lessor at its option shall have the right to apply the rent received from re-letting the premises, (1) to reduce the Lessee's indebtedness to Lessor under the lease, not including indebtedness for rent, (2) to expenses of the re-letting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

3) If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for herein, and during any rent installment period, are less than the rent payable for the corresponding installment period under this lease, Lessee shall pay Lessor the deficiency separately for each rent installment deficiency period, and before the end of that period Lessor may at any time after such re-letting terminate the lease for the breach on which Lessor based the re-entry and re-let the premises

4) After re-entry, Lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of Lessee, and if necessary, to collect the rents and profits the receiver may carry on the business of Lessee and take possession of the personal property used in the business of Lessee, including inventory, trade fixtures, and furnishing and use them in the business without compensating Lessee. Proceeding for appointment of a receiver by Lessor, the appointment of a receiver and the conduct of the business of Lessee by the receiver shall not terminate and forfeit this lease unless Lessor has given written notice of termination to Lessee as provided herein.

24. Lessor covenants that he is acting in good faith and will abide by and be bound by the specific, written terms of this agreement. Lessor further covenants that, regardless of changes in economic circumstances in the geographic vicinity of Property, that, so long as Lessee does not violate his obligations under the terms of this agreement, Lessor will honor the specific, written terms of this lease agreement during the entire duration of the lease term.

25. Each party further covenants and agrees to pay and discharge all reasonable cost, reasonable attorney fees and expenses that shall be made and incurred by the other party in enforcing his rights under this Lease

26 Eminent domain proceedings resulting in the condemnation of a part of the premises leased herein, but leaving the remaining premises usable by Lessee for the purposes of its business, will not terminate this lease unless Lessor, at its option, terminates the lease by giving written notice of termination to Lessee, the effect of any condemnation, where the option to terminate is not exercised, will be to terminate the lease as to the portion of the premises condemned, and the lease of the remainder of the demised premises shall remain intact. The rental for the remainder of the lease term shall be reduced by the amount that the usefulness of the premises has been reduced for the business purposes of Lessee. If Lessee's equipment becomes damaged and Lessee is unable to operate his business in any manner whatsoever as a result of such damage, then Lessor agrees to terminate this lease agreement with no further liability to Lessee, so long as such damage arises solely from actions taken by a federal or district governmental body under eminent domain proceedings.

27 Notices to Lessor and Lessee shall be deemed given when made by certified mail, certified receipt requested, if to Lessor, at 7203 Danford Lane, Springfield, VA 22152, and if to Lessee, at 7439 Ardglass Court, Lorton VA 22079, or such other addresses as may be specified in a notice given in the manner provided in this paragraph.

28. Lessee agrees that any equipment, machinery, or fixtures which are mechanically and physically attached, sealed, affixed to the premises or whose removal would result in any damage to the premises, however minor, shall be considered as real property and a part of the building structure, and shall not be removed or detached from such premises in any manner whatsoever, without the express, written consent of Lessor, or his assignee

IN WITNESS WHEREOF, the Lessor and Lessee have signed this lease as of the date written above.

Lessor *Michael Chung* 10/24/13

Lessee *Gheret Mch* 10/24/11

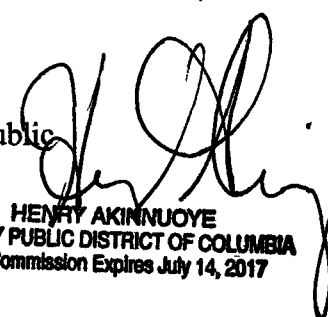
District of Columbia

District of Columbia ^(Ha)

I, HENRY AKINNUOYE, a Notary Public in and for the ~~Commonwealth of Virginia~~, DO HEREBY CERTIFY that Michael Y. Chung, a party to a certain Lease bearing date on the 24 day of Oct, 2013 and hereto annexed personally appeared before me, in said District, the said Michael Y. Chung, being personally well known to me as the person who executed the said Lease and acknowledged the same to be his act and deed.

Given under my hand and seal this 24th day of Oct, 2013

Notary Public


HENRY AKINNUOYE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 2017

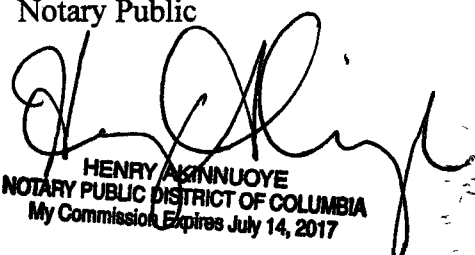
District of Columbia

District of Columbia ^(Ha)

I, HENRY AKINNUOYE, a Notary Public in and for the ~~Commonwealth of Virginia~~, DO HEREBY CERTIFY that Ghenet Mihtsun, a party to a certain Lease bearing date on the day of Oct, 2013 and hereto annexed personally appeared before me, in said District, the said Ghenet Mihtsun, being personally well known to me as the person who executed the said Lease and acknowledged the same to be his act and deed. ^{24th}

Given under my hand and seal this 24th day of Oct, 2013.

Notary Public


HENRY AKINNUOYE
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires July 14, 2017