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TAMI L. TAYLOR, ESQ.
ATTORNEY-AT-LAW
1875 Eye Street, N.W., 5th Floor
Washington, D.C. 20006

(202) 253-4623 (Cell)

March 3, 2010

VIA HAND/COURIER DELIVERY

Marc D. Loud, Chairman
D.C. Board of Zoning Adjustment
4541 4th Street, N.W., Second Floor
Washington, D.C. 20001

BZA #18037

Re: BZA Application for 400-414 Eastern Avenue, N.E. (Lots 17, 18, 19 in square 5260) and Dix Street, N.E. (lot 806 in Square 5260 (comprised of Lots 21, 22, 23, and 24, and a portion of Lot 25)), and 405-407 61st Street, N.E. (Lots 2, 28, and 800 in Square 5260) collectively, the "Property)- Special Exception and Variance
Application for Affordable Housing Project

District of Columbia
CASE NO. 18037
EXHIBIT NO. 40

Dear Chairman Loud and Members of the Board:

Per your request on March 2, 2010, in the above captioned matter, please find a copy of the Commercial Lease Agreements ("Leases") between Francis Fabrizio, Jr. & Co., Bernadette James (Kids R People Too) and Tewolde Mengisteab (Skips Liquor Store and Laundry Mat) for commercial properties located at 405, 407 and 409 61st Street, N.E., Washington, D.C. Specifically, Mrs. James and Mr. Mengisteab strongly opposes the granting of Dix Street Corridor Revitalization Partners, L.L.C.'s application for special exceptions because (1) it violates §§ 19 and 23 of Mrs. James' Lease and Article XXXV of Mr. Mengistaeb Lease, which both provide first right(s) of refusal in the option to purchase the properties; and (2) granting the relief requested in the application would have an adverse impact on the community. For the reasons outlined herein, the application should be denied as it would violate the property interest(s) of Mrs. James and Mr. Mengisteab, as their respective first rights of refusal/option to purchase was not executed, waived or extinguished.

Mrs. James is the owner of Kids Are People Too, a childcare center located at 407 and 409 61st Street, N.E., identified as Lot 806 on the Dix & Eastern Site Plan. She entered into the 10 year Lease with between Francis Fabrizio, Jr. & Co., the real property owner of the property in April 2004, whereas she was required to pay sum of \$18,000 annually for rent. Additionally, her business employs approximately 30 people in the community, and it provides affordable childcare services for at least 100 children in the area. Mrs. James' Lease afforded her property interest(s) that must be extinguished, waived or executed before any sale can made to a third party such as Dix Street Corridor Revitalization Partners, L.L.C. Specifically, pursuant to §§ 19 and 23 of the Lease, she has the right of first refusal to renew her lease for an additional ten years and the option to purchase the property located for approximately \$189,000. Although Mrs. James previously requested to purchase the building, the property owner has not tendered any formal offer to purchase the property as required by the Lease.

Board of Zoning Adjustment
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CASE NO. 18037
EXHIBIT NO. 40

Page Two
March 3, 2010

Moreover, no one from the Dix Street Corridor Revitalization Partners, L.L.C., has contacted Mrs. James to discuss selling the property, or waiving her right(s) to purchase the property. As such, Mrs. James' right of first refusal to purchase the property must first be resolved before the application can be granted. To grant the application without resolving this issue would ostensibly be terminating her contractual right(s).

Additionally, Mr. Mengistaeb's 10 year Lease with Francis Fabrizio, Jr. & Co., also grants him the right to first refusal in the purchase of the property located at 405 61st Street, N.E., Washington, D.C. Specifically, he entered this Lease with Francis Fabrizio, Jr. & Co., on March 30, 2004, for commercial property to be used in the operation of a laundry mat and alcohol and beverage store called Skips Liquor Store and Laundry Mat.¹ Further, he employs people from the community in the operation of his business, and has never been deemed a nuisance or subject to any criminal investigation.

Mr. Mengistaeb has not extinguished, waived, or had an opportunity to exercise his first right(s) of refusal option to purchase the building. Like Mrs. James, he has requested to purchase the building from the owner, but to date, no offer has been extended. Again, to grant Dix Street Corridor Revitalization Partners, L.L.C. application before resolving Mr. Mengistaeb's property interest(s) would violate his contractual rights, which is contrary to well established principles in D.C.

As such, Mrs. James on behalf of Kids R People Too and Mr. Mengistaeb, on behalf of his business Skips Liquor Store and Laundry Mat, respectfully request that Dix Street Corridor Revitalization Partners, L.L.C. application, be denied or in the interim stayed as to their properties. To permit the relief requested under the application would result in the termination of affordable childcare services and employment for several members of the community. Moreover, to grant the application would impact their respective contractual rights with Francis Fabrizio, Jr. & Co., as they both have valid and existing rights of first refusal to purchase the three properties affected by Dix Street Corridor Revitalization Partners, L.L.C. plan. Enclosed for your consideration in this matter are the parties respective Leases, identified as Exhibits 1, 1A, and 2. If you have any questions, I can be reached at (202) 253-4623 or at the above number.

Thank you for your courtesies.

Sincerely,



Tami L. Taylor

encl.

¹ The Lease was amended on September 11, 2007 to add Mr. Mengistaeb.

EXHIBIT 1

DATE _____

AGREEMENT OF LEASE

This Lease Agreement, executed in duplicate and dated this ____ day of _____, 19____, by and between FRANCIS FRAVIZIO, (hereinafter referred to as Landlord); and BERNADETTE JAMES (hereinafter referred to as Tenant);

WITNESSETH

WHEREAS, the Landlord is the owner of certain premises located at 407 - 409 61st ST N.E. and the said Landlord desires to lease the same to the Tenant upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and of the rental hereinafter specified, the parties hereto do hereby agree as follows:

1. Landlord agrees to lease to Tenant for a term of TEN (10) years ("Term") commencing on the date of execution hereof all those certain premises located and situated at 407-409 61st ST N.E. ("Premises").
TENANT HAS OPTION FOR 1 ADDITIONAL 10 YR. TERM BY GIVING LANDLORD 60 DAY WRITTEN NOTICE PRIOR TO EXPIRATION OF BASIC TERM. ALL TERMS AND CONDITIONS REMAIN THE SAME.

The Tenant agrees to pay an annual rental of EIGHTEEN THOUSAND Dollars (18,000) per year ("Basic Rent") payable in installments of (\$1,500) per month payable in advance. If the Term commences on a day other than the first day of a month, Tenant shall pay a pro rata portion of the monthly installment of Basic Rent for the first partial month of the Term, and on the first day of each and every month thereafter the Tenant shall pay (\$1,500) for the balance of the term.

LEASE WILL START 2-1-04. LANDLORD WAIVES RENT FOR MONTH OF MARCH AND 1/2 APRIL 04 (RENT FOR APRIL 04 IS \$750)

3. The Tenant does hereby agree and with the signing of this lease, does hereby place with the Landlord a security deposit in the sum total of FIFTEEN HUNDRED Dollars (\$1,500), which deposit will serve the purpose of assuring that the Premises when surrendered will be in similar condition to when initially occupied, except for ordinary wear and tear from ordinary use for the intended purpose. The security deposit shall be retained by Landlord in a separate, interest bearing account, and any portion not used to discharge Tenant's obligations hereunder shall be returned to Tenant at the termination or expiration of this lease.

*PAID AT SIGNING OF LEASE: 1500 SEC. DEP
1500 FRO RENT
\$3000*

4. Each year that this lease remains in effect after the first full year of the Term thereof, Tenant shall pay to the Landlord as Basic Rent such sums as determined by application of the following formula:

(a) Subject to 4(d) below, to the Basic Rent payable annually during the previous twelve months shall be added that sum representing One Hundred (100) percent of the resulting amount, if any, after multiplying such Basic Rent payable during the previous twelve months, by a fraction, the numerator of which shall be the Consumer Price Index (CPI) now known as the "U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index, United States City Average for Urban Wage Earners and Clerical Workers, All Items (1967=100)" for the month which is two months prior to the last month of the previous twelve months, and the denominator of which shall be such CPI for the month which is two months prior to the first month of such previous twelve months, and subtracting from such product the Basic Rent payable during the previous twelve months.

(b) The resulting new Basic Rent, which in each instance, shall in no event be less than the Basic Rent payable during the preceding twelve months, shall be payable in twelve equal monthly installments on the first day of each month of the applicable year.

(c) In the event CPI is discontinued, ceases to incorporate a significant number of the items now incorporated therein, or if a substantial change is made in such CPI, the parties hereto shall attempt to agree on an alternative formula and if agreement cannot be reached, the matter shall be submitted to arbitration under the rules of the American Arbitration Association then in effect.

(d) In no event shall this provision with respect to rental escalation operate to increase the rental payable in any year by more than ~~twenty five~~ ⁽²⁵⁾ 5% percent of the rent payable during the immediately preceding year.

5. ~~In addition, the Tenant shall pay its proportional share of any taxes on the real property of which these Premises are a part.~~

Landlord

~~represents that the Premises are _____ % of the total area, that the _____ assessment for the entire property was _____ (\$ _____) and that the total tax levied for such year was on the entire property. The tenant shall pay each month with the rent, an amount equal to 1/12th the total pro rata annual tax, _____ per mo.~~

6. Tenant agrees to pay all charges for light, heat, fuel, power and water and other utilities used in or about the said Premises during the term hereof.

7. The Tenant warrants that he will not suffer or commit any waste to, or upon the said building fixtures and Premises, that he will, at his own expense during said term, keep the leased Premises, including the building exterior of the Premises, fixtures, plumbing, air conditioning and appurtenances thereof in substantial condition and in good repair, clean and in good working order and in proper, sanitary condition, all of which Premises are now in such condition. Tenant shall remove snow and ice from sidewalks thereof and the Landlord shall not be liable therefor.

8. The Tenant assumes liability for plate glass insurance during the Term of this lease.

9. The Tenant, during the Term of this lease, will carry at his expense, public liability insurance coverage of at least Fifty Thousand to One Hundred Thousand Dollars (\$50,000/\$100,000), and said policy or certificate from his insurance company to be deposited with the Landlord, and such policy shall provide that it shall not be cancelled for any reason unless and until the Landlord is given fifteen (15) days notice in writing by the insurance company.

10. The Landlord shall maintain fire and casualty insurance upon the improvements located on the Premises.

11. In the event the leased Premises shall be damaged by fire, windstorm or other hazard so as to make the Premises unusable for the purposes intended, then this lease shall immediately terminate and any rent paid in advance and the security deposit shall be returned to Tenant.

12. Tenant shall make no alterations or changes to the Premises without the written consent of the Landlord, which shall not be withheld unreasonably, and such improvements shall become the property of the Landlord except that fixtures and furnishings required in the operation of the Tenant's business shall remain the property of the Tenant. *PROPERTY IS PARTIALLY FURNISHED WITH KIT IN 407. ALL EQUIPMENT IN KIT IS PROPERTY OF LANDLORD AND SHALL REMAIN IN PLACE. PROPERTY IS LEASED IN AS IS CONDITION.*

13. The Tenant shall have the right to place its sign(s) on the Premises as long as the same complies with all local sign ordinances.

14. The Tenant shall use the Premises for DAY CARE CENTER and any other use or occupancy shall be only upon the written authority and consent of the Landlord, which shall not be withheld unreasonably.

15. The Landlord shall keep the exterior, including the roof and parking lot of said Premises in good condition and repair at its expense.

16. Landlord represents that the said Premises lawfully may be used for a C-2-A. If any law, ordinance, ruling, order or regulation now exists or is hereafter enacted prohibiting the use of the Premises for the above purpose, then the Tenant, at his option, may terminate this lease and all of his liability hereunder shall cease from and after the date when such law, ordinance, ruling or regulation, or prohibition becomes effective, and any advance rental and security deposit shall be apportioned and refunded to Tenant.

If it is necessary for the Landlord to obtain the services of an attorney in connection with a breach of this lease, tenant will pay all attorney's fees.

TENANT WAIVES NOTICE TO QUIT

17. If any installment of rent shall not be paid within 10 days after the same becomes due, the Landlord shall be entitled to immediately re-enter and take possession of the said Premises without notice of any kind. In the event rental payment is received postmarked after the 10th day of the month, Tenant shall pay a late charge of \$5.00 per day (minimum charge \$50.00) for each day following the first day of the month that such rental is in arrears. A check that is not honored for any reason is the same as non payment. Tenant shall pay to Landlord all charges made against the Landlord from a dishonored check.

18. During the Term of this lease or any option period or extension thereof, Tenant shall have the right to use 4 of the parking spaces located in the parking lot ^{IN FRONT OF} adjacent to the Premises. *TENANT MAY ALSO USE FENCED AREA IN REAR.*

19. Tenant shall have an option to extend this lease for a further term of 10 years from the expiration hereof, upon the same terms and conditions herein set forth, except that the basic rental at the commencement of the option period shall be the greater of fair market value, or the amount payable as basic rental during the immediately preceding year. Tenant may exercise this option by notifying Landlord in writing of his intent to do so at least sixty (60) days prior to the expiration of the initial Term. Upon the expiration of the option period, Tenant shall have a right of first refusal to lease the Premises for continuous periods.

20. Tenant shall have the right to assign this lease, or to sublet the Premises, in whole or in part. No such assignment or subletting shall relieve Tenant of his obligation to perform according to the terms and conditions of this lease.

21. This lease shall be governed by and construed in accordance with the laws of the D.C.

22. Tenant, upon the payment of the rent herein reserved and upon the performance of all the material terms of this lease shall at all times during the lease term and during any extension or renewal term peaceably and quietly enjoy the leased property without any disturbance from the Landlord or from any other person claiming through the Landlord.

TENANT AND TENANTS OPERATION OF A DAY CARE CENTER WILL IN NO WAY INTERFERE WITH THE OPERATION OF THE LIBRARY STORE AT 405 61ST ST.

23. In testimony whereof, the said parties have hereunto signed their names on the day and year herein written.

TENANT HAS OPTION TO PURCHASE 407-409 FOR \$189,000. OPTION PRICE WILL INCREASE BY CPI IN EACH YEAR OF THE LEASE TERM.

DATE: _____

Landlord

TENANT'S TELEPHONE

Tenant

SOCIAL SECURITY #



Pillsbury Winthrop Shaw Pittman LLP
2300 N Street, NW | Washington, DC 20037-1122 | tel 202.663.8000 | fax 202.663.8007

Jeffrey C. Utz
Phone: 202.663.8879
jeffrey.utz@pillsburylaw.com

December 10, 2009

Marc D. Loud, Chairman
D.C. Board of Zoning Adjustment
441 4th Street, N.W., Second Floor
Washington, D.C. 20001

Re: BZA Application for 400-414 Eastern Avenue, NE (Lots 17, 18, 19 in Square 5260) and Dix Street, NE (Lot 806 in Square 5260 (comprised of Lots 21, 22, 23, and 24, and a portion of Lot 25)), and 405 – 407 61st Street, NE (Lots 2, 28, and 800 in Square 5260) (collectively, the “Property”) – Special Exception and Variance Application for Affordable Housing Project

Dear Chairman Loud and Members of the Board:

Enclosed is the application of Dix Street Corridor Revitalization Partners, LLC (the “**Applicant**”) for special exception and variance relief in order to construct an affordable townhouse community at the Property (the “**Project**”). In order to implement the Project, the Applicant is seeking (i) special exception relief under §353.1 to construct multi-family buildings in the R-5-A Zone District and under §2516.1 to build more than one structure on one record lot, and (ii) area variance relief for the lot open area and setback requirements of §2516.4, and a number of provisions related to §2100’s parking requirements, including the number of parking spaces required under §2101.1, the minimum dimensions of parking spaces under §2115.1, the minimum parking area of parking spaces under §2115.10, and the grouping requirements for contiguous compact parking spaces under §2115.4.

The application package includes the following materials:

- BZA Form 120, Application.

EXHIBIT 1A

Fabrizio-Jawer Developers

5402 CONNECTICUT AVE., N.W. SUITE 107 WASHINGTON, D.C. 20015 202-362-8515

8.25.08

Mr. Jawer

RE: 407-09 61st ST NE.

As called for in the lease for the above property, the minimum monthly rental will be increased by the CPI (all items) for the preceding twelve months. The CPI for the twelve months ending July 08 is 3.5%

The new minimum monthly rent beginning on _____ will be;

\$ base rent 1600.68

\$ CPI increase 56.02

\$ New rent \$1656.70

*Shirley
Fabrizio*

Fabrizio-Jawer Developers

5402 CONNECTICUT AVE., N.W. SUITE 107 WASHINGTON, D.C. 20015 202-362-8515

8-9-09

Ms James

RE: 407-409 61st ST N.E

As called for in the lease for the above property, the minimum monthly rental will be increased by the CPI (all items) for the preceding twelve months. The CPI for the twelve months ending July 08 is 3.1%

The new minimum monthly rent beginning on SEPT 1, 09 will be;

\$ 1656²⁰ base rent

\$ 51³⁴ CPI increase

\$ 1707⁵⁴ New rent

Thando-
Francis Fabrye

Fabrizio-Jawer Developers

5402 CONNECTICUT AVE., N.W. SUITE 107 WASHINGTON, D.C. 20015 202-362-8515

8-4-06

Ms James

RE: 407-409 61st ST NE

As called for in the lease for the above property, the minimum monthly rental will be increased by the CPI (all items) for the preceding twelve months. The CPI for the twelve months ending 5-06 is 3.2

~~The new minimum monthly rent beginning on 9-1-06 will be;~~

\$ 1500 base rent

\$ 48 CPI increase

\$ 1548 New rent

Francis J. Fabrizio, Jr. & Co.

DEVELOPERS

2530 Q ST NW WASHINGTON, DC 20007, 202-625-6223

12-11-08

To Whom it may concern,

The tenant at 407 + 409 61st ST
N.E. has permission to open doors between
the two buildings provided that the door
openings are restored to their original
condition at the end of the lease.

Francis J. Fabrizio
FRANCIS J. FABRIZIO
LANDLORD

FAX 202-625-6223 BERNADETTE JAMES
TENANT

EXHIBIT 2

Francis J. Fabrizio, Jr. & Co.

DEVELOPERS

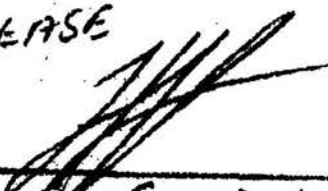
2530 Q ST NW WASHINGTON, DC 20007, 202-625-6223

9-11-07

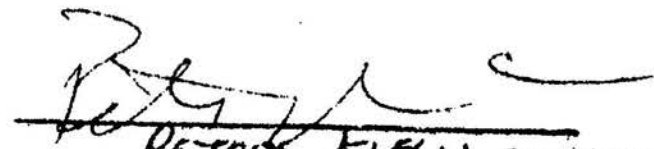
RC. LEASE For 405 61st ST NE
 WASH DC 20019
 DATED 3-30-04

LANDLORD, (FRANCIS FABRIZIO) AND TENANT, (PETROS KIFLU),
 AGREE TO THE ADDITION OF TEWOLDE MENGISTEAB
 AS A TENANT. ALL OTHER TERMS & CONDITIONS OF
 THE LEASE WILL REMAIN IN FULL FORCE & EFFECT.

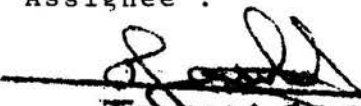
THIS AGREEMENT WILL BECOME PAGE 1~~A~~ OF THE
 LEASE


 FRANCIS FABRIZIO, Landlord

Assignor :


 PETROS KIFLU, Presiden
 Salina Incorporated

Assignee :


 TEWOLDE MENGISTEAB
 Managing Member of Skip's
 Liquors, L

THIS LEASE AGREEMENT, MADE THIS 30th of MARCH, 2004, by and between FRANCIS PAOLIZO and PETROS KIFLU, hereinafter "Tenant".

ARTICLE I. DEMISED PREMISES

A. For and in consideration of the rentals and other sums agreed herein to be paid by the Tenant to the Landlord, and in further consideration of the covenants, agreements, conditions and terms on the part of the Tenant and the Landlord to be performed, kept and fulfilled as herein set forth, the Landlord does hereby lease unto Tenant and the Tenant hereby leases and hires from the Landlord, the demised premises, being a store unit situated at 405 61st ST NE, in the City of Washington in the District of Columbia. Lot 800 54-5260 (PARKING LOT)

B. The term of this lease shall be five (5) years, commencing on April 1, 2004 and ending on the last day of the fourth month thereafter, and Tenant shall have the option to renew for an additional five (5) year term

ARTICLE II. MINIMUM GUARANTEED RENTAL

The fixed annual minimum rent during the term of this lease shall be payable by Tenant in equal monthly installments, in advance, on or before the first day of each month, at the office of the Landlord, 5402 Connecticut Avenue, Washington, D.C. 20015, or at such other place designated by the Landlord, without prior demand therefor, and without any deduction or set-off whatsoever. Said fixed minimum annual rent shall be as follows: SEVENTEEN HUNDRED SEVENTY-TWO (\$172.00) DOLLARS. The first month's rent shall be paid at the time of execution of the Lease.

In the event Tenant's rental payment is received postmarked after the tenth (10th) day of the month, Tenant shall promptly pay to Landlord a service charge of \$5.00 per day (minimum charge \$50.00) for each day following the first day of the month that such rental is in arrears.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.

ARTICLE III. COST OF LIVING ADJUSTMENTS

ARTICLE III IS ON PAGE 10.

ARTICLE IV. PERCENTAGE RENTAL

Not applicable

ARTICLE V. COMMON AREA MAINTENANCE

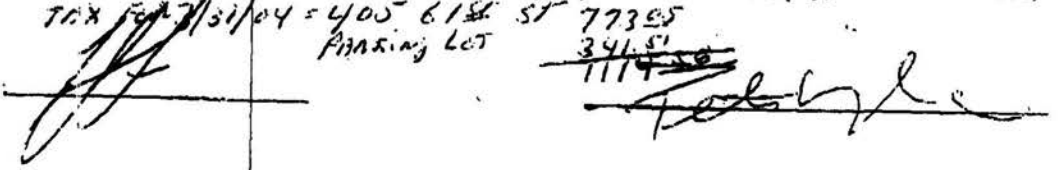
Not applicable

ARTICLE VI. REAL ESTATE TAXES

A. Tenant agrees to pay, as additional rent hereunder, a sum equal to its pro rata share of all real estate taxes which may be levied or assessed by the lawful taxing authorities against the land, buildings and all improvements. 'Real estate taxes' shall be deemed to mean all city, county, town, and village taxes, special or general, ordinary or extraordinary, assessments, water and sewer rents, charges for public utilities, excises, levies, license and permit fees, and other governmental charges which shall be imposed upon or become due and payable or become a lien upon the premises or any part thereof, including the building and improvements which may hereafter be placed or erected thereon, or on the sidewalks or streets in front of the same by any federal, state, municipal, or other governmental or public authority under existing law or practice or under any future law or practice. The Tenant agrees to pay to the Landlord, on account of such pro rata share of all real estate taxes, the sum of 92.88 Dollars per month as Tenant's contribution toward the real estate taxes of the building; provided, however, that if at the end of each year during the term hereof the total of the monthly charges paid by the Tenant during such year shall be more or less than the Tenant's share of the final actual real estate taxes for such year, the Tenant shall pay, or be reimbursed,

TAX FOR 7/31/04 = 405 61st ST 773.55
PARKING LOT 341.51

LEASE COMMENCEMENT DATE WILL BE THE DATE OF THE TRANSFER OF THE LIQUOR STORE TO MR KIFLU AND A RELEASE FROM THE TENANT, MA. ORAL SATISFACTION TO LANDLORD.



- 4 -

for the difference within twenty (20) days after demand. The Tenant's share of the Landlord's real estate taxes of the building shall be 100% percent (~~70%~~) of D.C. Tax Bill.

B. Tenant shall at all times be responsible for and shall pay all municipal, county, state and federal taxes assessed against Tenant's leasehold interest in the demised premises or against any personal property of any kind owned, installed or used by Tenant.

ARTICLE VII. SECURITY DEPOSIT

Upon the execution of this lease, Tenant has deposited with Landlord the sum of \$173.87 Dollars, as a deposit to secure the obligations of Tenant hereunder. In the event of any default on the part of Tenant, in addition to all other remedies available to Landlord hereunder, Landlord shall have the right to apply all or any portion of such security deposit to cure Tenant's default. Any portion of the security deposit remaining in Landlord's possession at the expiration of the term of this lease which has not been applied to cure any default of Tenant shall be returned to Tenant.

ARTICLE VIII. POSSESSION

Tenant has examined the demised premises prior to and as a condition precedent to its execution of this Lease Agreement, and its taking possession thereof shall be conclusive evidence of its receipt thereof in "as is" condition, and Tenant agrees and admits that no representation as to the condition or repair thereof has been made by or on behalf of Landlord other than as set forth herein.

ARTICLE IX. SIGNS

Tenant will place no signs, awnings or curtains on any part of the exterior of said premises or on any show window, nor paint any brick work, cornice work, mill work or metal work on the front of said premises without the prior written consent of Landlord, not unreasonably withheld. Tenant's sign shall in no way diminish the rights of other tenants in the shopping center to maintain or erect signs identifying their businesses. Any sign permits which are required shall be obtained and paid for by the Tenant.

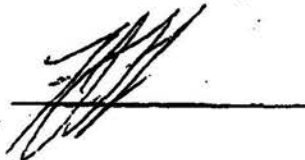
ARTICLE X. USE OF DEMISED PREMISES

A. Tenant covenants and agrees that during the term hereof the demised premises will be used only for the operation at retail of a typical store front. Tenant covenants and agrees that the demised premises will not be used for any purpose other than as stated herein. *Tenant shall operate a retail liquor store under Retail Class A ABC license.*

B. Tenant agrees that it will not suffer or permit the demised premises to be used for any unlawful or immoral purpose and that it will not suffer or permit any article to be brought or any act to be done thereon which shall render them uninsurable, and Tenant, in the conduct of its business, will at its own expense, comply with all applicable laws, ordinances, rules and regulations of any and all governmental authorities having jurisdiction of the premises, now or in the future, and the requirements of all insurance underwriters. Tenant further agrees that in no event shall it use the demised premises for purposes which are prohibited by zoning or building restrictions of record.

C. Tenant expressly covenants and agrees that it will, during the term hereof, promptly remove or release, by the posting of a bond or otherwise, as required or permitted by law, any lien attached to or upon said premises or any portion thereof by reason of any act or omission on the part of Tenant, and hereby expressly agrees to save and hold harmless the Landlord from and against any such lien or claim of lien. In the event any such lien does attach, or any claim of lien is made against said demised premises, which may be occasioned by any act or omission upon the part of Tenant, and shall not be thus released within sixty (60) days after notice thereof, Landlord, in its sole discretion (but nothing herein contained shall be construed as requiring so to do), may pay and discharge the said lien and relieve the said demised premises from any such lien, and Tenant agrees to pay and reimburse Landlord upon demand for or on account of any expense which may be incurred by Landlord in discharging such lien or claim, which sum shall include the maximum legal interest rate per annum from the date such lien is paid by Landlord until the date Landlord is reimbursed by Tenant.

D. Tenant shall not change the trade name under which Tenant conducts its business by any action including, but not limited to, removal of personnel, or substantially reducing the hours of Tenant's operations.



ARTICLE XI. SALES REPORTS AND AUDITS FOR PERCENTAGE RENTAL

Not applicable

ARTICLE XII. MAINTENANCE AND REPAIRS

Tenant Responsibility

1. Maintenance

Tenant shall be responsible for all maintenance, cleaning, repair, improvements, and decorations, in and to the ~~(STOCK LOT)~~ demised premises and shall make them in a good and workmanlike manner and in compliance with all applicable requirements of law. Said obligation shall include, but is not limited to, the maintenance, repair and replacement of all mechanical, plumbing, heating, air conditioning, ventilating and electrical systems (including any air conditioning fixtures, appliances and facilities furnished by Landlord). Tenant shall also keep the sidewalks and service areas adjoining the demised premises free from ice and snow and shall not permit the accumulation of garbage, rubbish or other waste in or around the demised premises. Landlord may, but need not perform any covenant to be performed by Tenant if Tenant fails or neglects to do so within a reasonable time after Landlord has given Tenant written notice specifying Tenant's default and stating the Landlord's intention of so doing, and Landlord may charge to Tenant the reasonable cost and expense thereof, which cost and expense shall be treated as additional rent, immediately due and payable.

2. Condition of Interior

Tenant will keep the show windows and interior of said premises in a clean, neat, orderly, and attractive condition at all times. Tenant will not cut, or drill into, or secure any fixture, apparatus or equipment of any kind to any part of the demised premises, without first obtaining Landlord's written consent, not unreasonably withheld.

3. Plate Glass Replacement

Tenant shall, at its own cost and expense, maintain and replace, as required, all glass, doors and windows, and all portions thereof, in the demised premises.

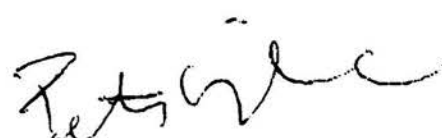
4. Alterations by Tenant

Prior to any work or installations by Tenant in the demised premises, Tenant shall submit to Landlord plans and specifications covering all work which Tenant proposes to perform in the demised premises, including without limitation, the interior store layout, fixtures, and decor. Such plans and specifications shall be prepared in such detail as Landlord may require and Tenant agrees not to commence work upon any of the aforesaid Tenant's work until Landlord has approved such plans and specifications. Landlord agrees to act with reasonable promptness with respect to approval of such plans and specifications. Upon approval of said plans and specifications by Landlord, Tenant shall make, at its own cost and expense, the approved nonstructural alterations or changes to the demised premises in a good and workmanlike manner in compliance with all applicable requirements of law. It is agreed and understood that "nonstructural" shall include moving of stud partitions, minor plumbing and electrical work, and modification and rearrangement of floor fixtures.

Tenant shall have no right to make any structural change, alteration or addition to the demised premises.

5. Utility Charges

Tenant shall promptly pay all utility charges for utilities furnished or rendered to the demised premises, either billed by Landlord or directly by the applicable service company, which utilities may include but shall not be limited to heat, water, gas, oil, and electricity. In no event shall Landlord be liable in damages or otherwise for any interruption or failure in the supply of any such utilities to the demised premises.



6. Condition of Premises at Termination

At the expiration or earlier termination of this lease, Tenant will quit and surrender the premises in as good state and condition as they were when entered into, reasonable use and wear thereof, and alterations, additions or changes permitted under Paragraph 4 above, excepted. All alterations, additions, erections, or improvements on or in said unit at the expiration or termination of this lease, except furniture or fixtures installed at the expense of the Tenant, shall be and become a part of the demised premises and shall remain upon and be surrendered with the demised premises. However, if Landlord shall have notified Tenant to do so at least thirty (30) days prior to the expiration date of this lease, Tenant shall replace and restore all alterations, and remove said furniture and fixtures at the time of surrendering possession of the demised premises. Should Tenant fail to remove them, then they shall be considered as abandoned and become the property of Landlord, or Landlord may have them removed and disposed of at Tenant's sole cost and expense.

ARTICLE XIII. INDEMNITY AND INSURANCE

A. Tenant's Indemnity

To the maximum extent this agreement may be made effective according to law, Tenant agrees to indemnify and save Landlord harmless from and against all claims of whatever nature arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, servants or employees, or arising from any accident, injury or damage whatsoever caused to any person, or to the property of any person, occurring after the commencement of construction or improvement work by Tenant until the end of the term of this lease and thereafter, so long as Tenant is in occupancy of any part of the premises.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof with counsel acceptable to Landlord.

B. Insurance

At all times during the term hereof, Tenant shall keep in force at its own expense in companies licensed to do business in the District of Columbia naming as insured both Landlord, (and Landlord's related parties) and Tenant:

1. Fire Insurance
LANDLORD HAS FIRE INSURANCE - IT DOES NOT COVER TENANT'S PROPERTY
Fire insurance with extended coverage equal to the replacement costs of Tenant's betterments and improvements to the demised premises.

2. Public Liability Insurance

Public liability and property damage insurance under which the insurer agrees to indemnify and hold Landlord, and those in privity of estate with Landlord, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages mentioned hereinabove in the broadest form of such coverage from time to time available in the jurisdiction in which the premises are located. The minimum limits of liability of such insurance shall be One Million (\$1,000,000) Dollars for bodily injury (or death) and Two Hundred Fifty Thousand (\$250,000) Dollars with respect to damage to property.

3. Tenant-Caused Increase in Insurance Costs

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the leased premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premiums for fire and extended coverage and liability insurance with all its endorsements that may be charged during the term of this lease on the amount of such insurance which may be carried by Landlord on said premises or the building of which they are a part, resulting from the type of merchandise sold by Tenant in the leased premises, whether or not the Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the leased premises, a schedule, issued by the the organization making the insurance rate on the leased premises, showing the various components of such rate, shall be conclusive evidence of the several times and charges which make up the fire insurance rate on the leased premises.

In the event Tenant's occupancy causes any increase of premium for the fire, boiler and/or casualty rates on the leased premises, the Shopping Center or any part thereof, above the rate for the lease hazardous type of occupancy legally permitted in the leased premises, the Tenant shall pay the additional premium on the fire, boiler and/or casualty and liability insurance policies by reason thereof. The Tenant also shall pay in such event, any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rent.

4. Evidence of Coverage

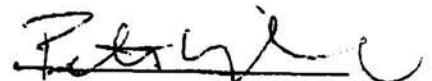
Tenant will furnish to Landlord, within thirty (30) days after the commencement of the term of this Lease Agreement, copies of policies or certificates of insurance evidencing coverages required by this Lease Agreement. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel or materially change the coverage of said policy or policies without first giving thirty (30) days prior written notice thereof to Landlord.

ARTICLE XIV. DAMAGE TO PERSONAL PROPERTY

All personal property, fixtures, goods, wares and merchandise in the demised premises shall be and remain at Tenant's sole risk and Landlord shall not be liable for any damage to, or loss of such personal property, fixtures, goods, ware or merchandise arising from any acts of negligence of any other persons, nor from the bursting, overflowing or leaking of the roof, or of water, sewer or steam pipes, or from heating or plumbing fixtures or from electric wires or fixtures, or from any other cause whatsoever, nor shall the Landlord be liable for any injury to the person of the Tenant or other persons in or about said premises; the Tenant expressly agreeing to save the Landlord harmless in all such cases and, in addition, for any damage to any property of Landlord or others caused by the negligence of Tenant, Tenant's agent or employees. Further, to the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage described in this Article.

ARTICLE XV. DAMAGE TO PREMISES

Landlord will maintain fire and extend coverage insurance on the Shopping Center. If the demised premises shall be damaged by fire or other casualty of the kind insured against in standard policies of fire insurance with extended coverage, but are not thereby rendered untenable in whole or in part, Landlord shall promptly, at its own expense, cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenable only in part, Landlord shall promptly at its own expense cause the damage to be repaired, and the minimum rent meanwhile shall be abated proportionately as to the portion of premises rendered untenable. If the premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall promptly at its own expense cause such damage to be repaired and the minimum rent meanwhile shall be abated in whole; provided, however, that there shall be no extension of the term of this Lease Agreement by reason of such abatement; and provided, further, however, that if the demised premises shall be destroyed or damaged to the extent of fifty percent (50%) or more of their replacement value above foundation walls or rendered wholly untenable after the beginning of the last two (2) years of the term of this Lease Agreement, Landlord may terminate this Lease Agreement by notice to Tenant, said notice to be given within thirty (30) days of the event rendering the demised premises wholly untenable, provided that such termination shall not affect any rights theretofore accrued to Landlord hereunder because of prior defaults of Tenant and further provided that in all events the full amount of the percentage rental as computed in accordance with the provisions of Article III shall be payable. Provided further, that the time required by Landlord to repair said damage shall be extended by such time as is reasonably required by Landlord to settle any insurance claim arising out of the damage to premises. Landlord agrees to use Landlord's best efforts to obtain an endorsement to any insurance policy or policies carried pursuant to this Article, whereby the insurer waives any right of subrogation against Tenant on any claim that Landlord, or any other party having an interest in such insurance policy or the proceeds therefrom, may have against Tenant.



ARTICLE XVI. CONDEMNATION

In the event that any portion of the demised premises shall be taken or condemned for public use, the Landlord shall rebuild and restore the remaining portion thereof so as to make an architecturally complete unit, and the minimum guaranteed rental provided for under the provisions of Article II shall be reduced in the proportion which the actual area of the store taken bears to the entire store unit; but the percentage rental provided for under Article III shall not be abated, prorated or reduced in any manner. However, in the event that twenty-five percent (25%) or more of the total floor area of the demised premises shall be taken, either Tenant or Landlord may cancel and terminate this lease by serving upon the other party a written notice of its intention so to do within thirty (30) days after the condemnation judgment shall be entered, in which event Landlord shall not be required to restore or rebuild the demised premises. It is agreed, however, that if more than twenty-five percent (25%) is taken and the lease is not cancelled or terminated by either party hereto, then the premises shall be restored as aforesaid. Tenant shall have no right or claim for any portion of Landlord's condemnation award, and shall have no right or claim based on the condemnation of the store unit or of Tenant's leasehold interest therein. Nothing shall preclude tenant from making claims for his moving and relocation expenses and the value of their leasehold improvements resulting from condemnation under this Article.

ARTICLE XVII. LANDLORD'S INSPECTION RIGHTS

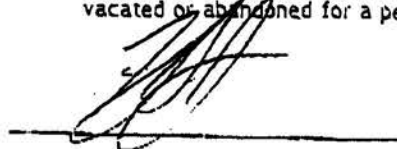
Landlord shall have the right at all reasonable times to enter upon the demised premises for the purpose of inspecting same, making necessary repairs, or showing same to potential purchasers. Landlord shall have the further right during the last six (6) months of the lease term to bring prospective Tenants into the demised premises for the purpose of showing same and during such period, Landlord may display "For Rent" signs in the windows of the demised premises.

ARTICLE XVIII. LANDLORD'S RIGHTS ON TENANT'S DEFAULT

TENANT WAIVES NOTICE TO QUIT

A. In the event that —

- (1) Tenant shall have failed to pay any installment of rent or any other charge provided herein, or any portion thereof when the same shall be due and payable; OR,
- (2) Tenant shall be in default under any other provisions of this lease and so remain for a period of thirty (30) days after Landlord, by written notice, has informed Tenant of such default (in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, Tenant shall have such additional time to cure same as may reasonably be necessary, provided Tenant proceeds promptly and with due diligence to cure default after receipt of said notice); or
- (3)
 - (a) Tenant or its Guarantor, if any, shall file in any court a petition in bankruptcy or insolvency or for reorganization within the meaning of Chapter X of the Bankruptcy Act of 1898 as amended, or for arrangement within the meaning of chapter XI of said Bankruptcy Act as amended (or for reorganization or arrangement under any future Bankruptcy for the same or similar relief), or for the appointment of a receiver or trustee of all or a portion of the Tenant's property; or
 - (b) An involuntary petition of the kind referred to in subparagraph 3 (a) of this Paragraph A shall be filed against Tenant or its Guarantor, if any, and such petition shall not be vacated or withdrawn within ninety (90) days after the date of filing thereof; or
 - (c) Tenant or its Guarantor, if any, shall make an assignment for the benefit of creditors; or
 - (d) Tenant or its Guarantor, if any, shall be adjudicated a bankrupt; or
- (4) Tenant shall vacate or abandon the demised premises and leave same vacated or abandoned for a period of twenty (20) days,



ARTICLE XXII. HOLDING OVER

In the event that Tenant shall hold over after the expiration of this lease, the tenancy created by such holding over shall be a month to month one, but in all other respects shall be governed by the terms of this lease.

ARTICLE XXIII. LANDLORD'S TITLE & COVENANT OF QUIET ENJOYMENT

A. Landlord covenants that it has full right and power to execute and perform this lease, and that it will put Tenant into complete and exclusive possession of the demised premises. Landlord further covenants that Tenant, on paying the rents reserved herein and performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the demised premises and all rights, easements, appurtenances and privileges thereunto belonging or in any way appertaining, during the full term of this lease, and any extension or renewals hereof.

B. Anything herein to the contrary notwithstanding, Landlord shall not be liable for any breach of the covenant of quiet enjoyment occurring after Landlord shall have transferred ownership of the demised premises. It is expressly understood and agreed that despite such assignment, Landlord shall remain liable for any breach of the covenant of quiet enjoyment occurring before Landlord shall have transferred ownership of the demised premises. Provided, however, Tenant agrees that the ~~OWNER~~ *OWNER OF THE LEASED PROPERTY* shall not be personally liable hereunder and specifically shall look solely to the Landlord's interest in the ~~LEASED PROPERTY~~ *LEASED PROPERTY* for any recovery of a money judgment from the Landlord from and after the commencement of the term of this lease.

ARTICLE XXIV. SUBORDINATION

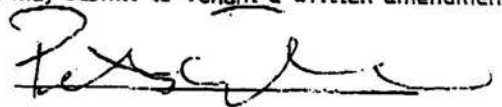
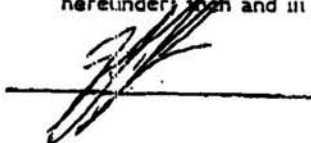
This lease shall be subordinate to the lien of any mortgage now or hereinafter placed upon the interest of Landlord (whether fee, leasehold, or other interest) in the demised premises. If the interest of Landlord in the demised premises shall be transferred to and owned by a mortgagee by reason of foreclosure, Tenant shall be bound to such mortgagee under all of the terms, covenants and conditions of this lease for the balance of the term then remaining, with the same force and effect as if such mortgagee were the Landlord under the lease, and Tenant does hereby attorn to any such mortgagee as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of the Tenant immediately upon such mortgagee succeeding to the interest of the Landlord in the demised premises. Tenant agrees that, if requested by the holder of any such mortgage, it will, without charge therefore, be a party to a subordination and attornment agreement as grantor or in any other requested capacity in order to confirm the provisions of this Article and Tenant further agrees that it will, upon the request of Landlord, without charge therefor, execute, acknowledge and deliver any and all instruments necessary or desirable to give effect to or notice of such subordination and attornment. Wherever the terms "mortgage" and "mortgagee" are used in this lease, they shall be deemed to mean and include, respectively, (i) mortgages, deeds of trust, or other similar security instruments and modifications, consolidations, extensions, renewals, or replacements and substitutes thereof and all advances thereunder; and (ii) the secured party under such mortgage, deed of trust or security instrument and any purchaser at any public or private foreclosure sale, or anyone rightfully claiming by or through such mortgagee or such purchaser. Landlord will use its best efforts to obtain a nondisturbance agreement in a timely manner.

ARTICLE XXV. TRANSFER OF LANDLORD'S INTEREST

~~In the event Landlord's interest in the demised premises are sold, or otherwise transferred, Landlord shall have the option, upon the giving of ninety (90) days prior written notice, to terminate this lease. In such event, Tenant agrees to vacate the property on or before the determination of such ninety (90) day period.~~

ARTICLE XXVI. CHANGES REQUIRED BY LENDER

In the event that any bank, insurance company, university, pension or welfare fund, savings and loan association, real estate trust or other financial institution, trust or fund providing either the interim construction financing for the store or the permanent financing for the store requires, as a condition of such financing, that modifications to this lease be obtained, and provided that such modifications: (i) are reasonable, (ii) do not adversely affect Tenant's use of the demised premises as herein permitted, (iii) do not materially alter the mutually approved working plans and specifications, if any there be, and (iv) do not increase the rentals and other sums required to be paid by Tenant hereunder; then and in such event, Landlord may submit to Tenant a written amendment



to this lease incorporating such required changes, and Tenant hereby covenants and agrees to consider in good faith such amendment and if in agreement to return such amendment to Landlord within ten (10) days of Tenant's receipt thereof from Landlord properly executed. Tenant warrants not to unreasonably withhold its agreement to the amendment.

Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees or the like, the then current status of performance hereunder, either party, on the written request of one to the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this lease.

Without limiting the generality of the foregoing, the Tenant specifically agrees, promptly upon the commencement of the term hereof, to notify the Landlord in writing of the date of the commencement of the term and to acknowledge satisfaction of the requirements with respect to construction and other matters by the Landlord, save and except for such matters as the Tenant may wish to set forth specifically in said statement. At any time within ten (10) days after such request is made, the Tenant shall execute, acknowledge and deliver to Landlord a certificate evidencing whether or not:

- (1) This lease is in full force and effect;
- (2) This lease has been amended in any way;
- (3) There are any existing defaults, hereunder to the knowledge of Tenant and specifying the nature of such defaults, if any; and
- (4) The date to which rent, including percentage rent, if any has been paid.

Landlord and Tenant agree that this lease shall not be recorded but that, upon request by the Landlord, a short form lease of even date herewith, shall be executed and recorded in accordance with the laws governing and regulating recording of such documents in the state in which the demised premises are located.

ARTICLE XXVII. MORTGAGEE'S RIGHT TO CURE LANDLORD'S DEFAULT

Tenant agrees that in the event the Landlord is in default under this lease, any mortgagee of Landlord's interest in the demised premises, and the lessor under any ground lease which includes the demised premises, shall be permitted to enter the demised premises during normal business hours for the purpose of correcting or remedying such default, and Tenant agrees to accept performance by such mortgagee or ground lessor in lieu of performance by the Landlord.

ARTICLE XXVIII. NOTICE

All notices sent or required to be sent hereunder must be by registered or certified mail, postage prepaid, to the respective addresses hereinafter set forth:

TO LANDLORD AT: FABRIZIO & CO.

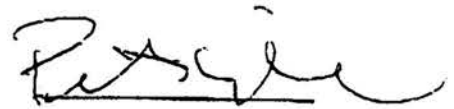
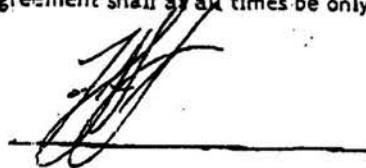
~~5402 CONN. AVE. N.W. #107~~ 2530 Q ST NW
~~Washington, D.C. 20015~~ WASH. DC 20007

TO TENANT AT:

Such addresses may be changed from time to time by serving notice as above provided.

ARTICLE XXIX. RELATIONSHIP OF PARTIES

Anything in the foregoing to the contrary notwithstanding, it is agreed that Landlord shall in no event be deemed to be a partner of, or engaged in a joint venture with, or be an associate of Tenant for any purpose whatsoever; nor shall Landlord be liable for any debts incurred by Tenant in the conduct of its business or otherwise. Nothing contained in this Lease Agreement shall be deemed or construed to confer upon Landlord any interest in the business of Tenant. The relationship of the parties during the term of this Lease Agreement shall at all times be only that of Landlord and Tenant.



ARTICLE XXX. RULES AND REGULATIONS

ARTICLE XXXI. ENTIRE AGREEMENT

IT IS UNDERSTOOD AND AGREED, that this Lease Agreement and the exhibits, addendums and riders, attached hereto, contain the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties hereto. The conditions and agreements contained herein binding on, and may be legally enforced by the parties hereto, their heirs, executors, administrators, successors and assigns, respectively, and no waiver or any breach of any condition or agreement contained herein shall be construed to be a continuing waiver of that condition or agreement or of any subsequent breach thereof, of this agreement. Feminine, neuter and masculine pronouns, the plural and the singular and words "lease" and "agreement" shall be construed to be and shall be interchangeable in any place or places herein in which the context may require such interchange.

ARTICLE XXXII. LANDLORD PERMISSION

It is expressly understood that wherever the Landlord's permission shall be required under this lease agreement, it shall not be unreasonably withheld.

ARTICLE XXXIII. LEASING AGENT

ARTICLE XXXIV. LANDLORD IMPROVEMENTS

Except as expressly provided for herein, Tenant accepts the Property "As Is".

ARTICLE XXXV. EXCLUSIVE COVENANT

IN WITNESS WHEREOF, Landlord and Tenant have caused their presents to be signed and sealed, the day and date set forth above.

TENANT HAS FIRST RIGHT OF REFUSAL IF LANDLORD HAS OFFER TO PURCHASE.

ARTICLE III. COST OF LIVING ADJUSTMENTS

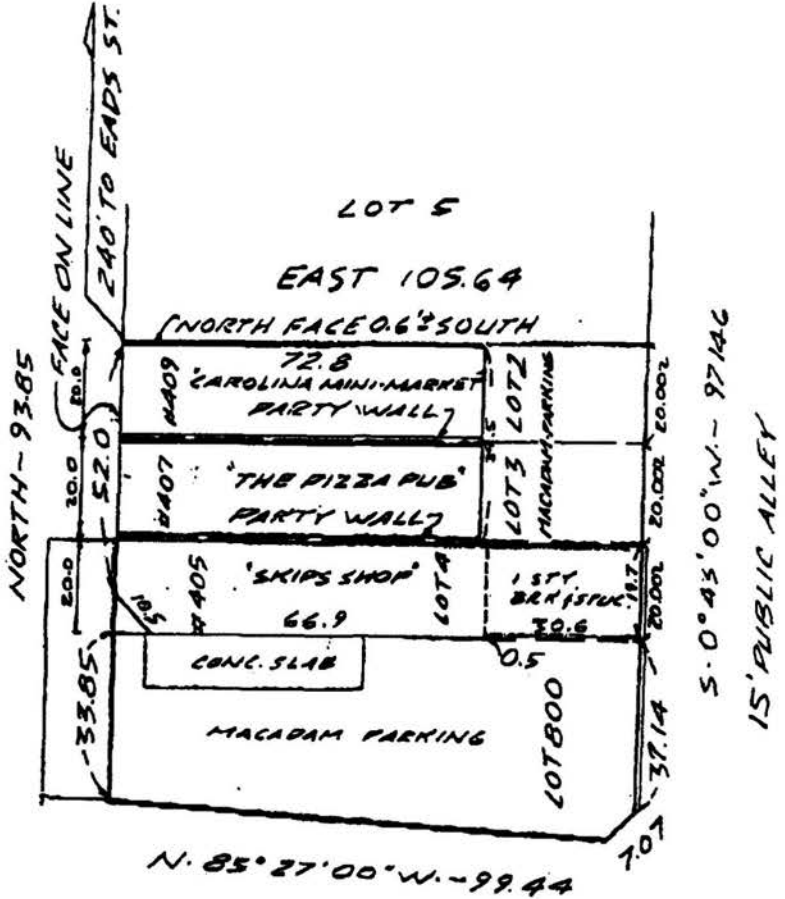
Commencing the second lease year and annually for each and every year thereafter during the term of this lease, the minimum monthly rental shall be increased by the percentage increase in the U.S. Bureau of Labor Statistics, Consumer Price Index, Selected Date (1967=100) all items, for the preceding twelve months. In the event the aforementioned Index shall have been replaced by an alternate means of cost price measurement, then such replacement cost measurement will be used. It is expressly understood that each annual recomputation of rent by means of the aforementioned Index will establish the new minimum rental for the succeeding year. In no event, however, shall such recomputation or adjustment cause the minimum monthly rental to be less than the minimum rent payable for the year immediately preceding. It is further understood and agreed that the maximum annual increase provided for under this article III shall not exceed seven (7%) percent of the prior years annual rent during each year of the term of this lease.

BY: _____

P. H. PLAT

BY: _____

61" STREET N.E.



This property does not lie within the limits of a flood hazard area as delineated on the maps of the national flood insurance program.

15' PUBLIC ALLEY

CAPITOL SURVEYS

NOTE: This drawing is not intended to establish property lines or the existence of corner markers guaranteed. All information shown hereon taken from the records of the county or city in which the property is located.

HOUSE LOCATION
LOTS 000, 2, 3 1/4 SQUARE 5260
 LOTS 2, 3 1/4 RECORDED IN LIBER 61 FOLIO 21
 LOT 000 SHOWN A/T. PAGE 5817

DISTRICT OF COLUMBIA

Recorded in Liber — Folio — Scale 1" = 30'

DATE MAY 21, 1987

CASE: 5807 B

FILE: 27202

I hereby certify that the foregoing is a true and correct copy of the original survey as shown described herein and that unless otherwise shown there are no valid encroachments.

LOUIS COHEN
 Registered Land Surveyor
 Maryland No. 1951

ADDENDUM OF LEASE AGREEMENT

Frances Fabrizio, (Landlord) and Petros Kiflu, President on behalf of Salina Incorporated ("Assignor") agree to the addition of Tewolde Mengisteab, Managing Member on behalf of Skip's Liquors, LLC, ("Assignee") as a tenant. All other terms and conditions of the lease will remain in full force and effect.

This agreement will become page 12 of the lease.

12-3-07
Date

LANDLORD:


Francis Fabrizio

ASSIGNOR:
SALINA INCORPORATED

12-01-07
Date


Petros Kiflu, President

ASSIGNEE:
SKIP'S LIQUORS, LLC

12/03/07


Tewolde Mengisteab
Managing Member