

EXHIBIT - Lease

DEED OF LEASE

The Goal Family Trust/Hossein Goal

LANDLORD

and

Della Barba Co d/b/a Della Barba Pizza

TENANT

for

Street Address: 1382 East Capitol Street, N.E. Washington DC 20003

Leased Premises by Tenant, its employees, agents or contractors. Tenant's obligations under this Section 14 shall survive the expiration or termination of this Lease.

(ii) If Tenant's storage, use or disposal of any Hazardous Substance within the Leased Premises results in an increase in any insurance premiums payable by Landlord for insurance policies that Landlord desires to maintain for the Building and the Building, Tenant shall pay all such premium increases to Landlord, as Additional Rent, within ten (10) days after Landlord's written request therefor to Tenant.

(iii) Tenant shall defend, indemnify and hold Landlord harmless from and against any loss, claim, damage, injury or liability to Landlord, Landlord's employees or agents, or to third parties, arising out of the handling, generation, packaging, labeling, storage, treatment, transportation or disposal of Medical Waste (as defined herein), by the Tenant, its employees, contractors or agents. Tenant further represents and warrants that Tenant and its employees, contractors and agents will conduct any and all activity involving the handling, generation, packaging, labeling, recordkeeping, storage, treatment, transportation or disposal of Medical Waste in compliance with the District of Columbia Medical Waste Management Regulations. As used herein, the term "Medical Waste" shall have the meaning set forth in the District of Columbia Department of Waste Management Medical Waste Management Regulations, 9 VAC 20-120-10, or in any subsequent amendments.

(iv) Tenant shall defend, indemnify and hold Landlord harmless from and against any loss, claim, damage, injury or liability, whether to Landlord, Landlord's employees or agents, or to third parties, arising out of the use, handling, generation, labeling, packaging, treatment, storage, transportation or disposal of any Hazardous Waste (as defined herein), Hazardous Substance, oil or petroleum product, by the Tenant, its employees, contractors or agents. Tenant further represents and warrants that it will conduct no activity involving the use, handling, generation, treatment, storage, transportation or disposal of any Hazardous Waste, Hazardous Substance, oil or petroleum products, except for those activities necessary for, or incidental to, Tenant's normal operations, including cleaning and maintenance. Tenant represents and warrants that all activities involving the use, handling, generation, treatment, storage, transportation or disposal of Hazardous Waste, Hazardous Substances, oil or petroleum products will be conducted in full compliance with applicable statutes, regulations and ordinances. As used herein, the term "Hazardous Waste" shall have the meaning set forth in the District of Columbia Department of Waste Management Hazardous Waste Management Regulations, or in any subsequent amendments or revisions thereto, and the term "Hazardous Substance" or "Hazardous Substances" shall have the meaning set forth in 42 U.S.C. 9601(14), or in any subsequent amendments or revisions thereto.

15. COMPLIANCE WITH LAWS; NUISANCES: UNUSUAL RISKS.

Tenant shall comply with all local laws, ordinances, rules, and regulations pertaining to its use and occupancy of the Leased Premises. Tenant shall not permit (a) any objectionable noise or smoke and related & noxious odor to emit from the Leased Premises, (b) any act upon the Leased Premises tending to disturb tenants of the Building, or other persons, including occupants of neighboring property, or to injure the reputation of the Building, (c) any act upon the Leased Premises which might subject Landlord to liability for injury to any person or damage to any property, or (d) any act upon the Leased Premises which invalidates, or which increases the rate of insurance of, any policy of insurance on the Building, the Building or any property therein. Tenant shall provide sufficient ventilation system to avoid any excess smoke and related & noxious odor to prevent any disturbance for other tenants. Tenant shall be liable for and shall pay to Landlord the amount of any such increase caused by Tenant's activities.

16. CONDITION OF LEASED PREMISES.

Tenant, at its expense, shall keep the Leased Premises in clean condition.

17. SIGNS.

Tenant shall install, at Tenant's expense, a sign indicating Tenant's trade name at a location in or upon the Leased Premises as reasonably agreed upon in writing by the parties to this lease agreement, and in conformance with all current ordinances. Tenant shall not display any other signs, lights, or advertisements on the exterior of the Leased Premises, or in the Building, or on or in the immediate proximity to the inner or outer face of the show windows, or in any other location within the Leased Premises from which same may readily be seen from outside the Leased Premises, unless agreed upon in writing by the parties to this lease agreement.

Tenant shall keep any signs, light, or advertisements approved by Landlord in good repair.

18. ALTERATIONS.

Tenant shall not alter (including painting or otherwise changing the color) the exterior of the Leased Premises, the Building, or the Building in any way unless agreed upon in writing by the parties to this lease agreement. Tenant may, at its expense, alter or improve the interior of the Leased Premises for the conduct of its business after obtaining the written approval of Landlord as to the alterations or improvements and of the contractor to perform same, which approval shall not be unreasonably withheld. All contractors shall be required to have insurance coverage set out in Paragraph 23. Tenant does not require Landlord's approval for nonstructural improvements and/or alterations if the improvements and alterations do not modify or alter the walls, ceiling, structural components or Building systems. However, Tenant shall submit plans and specifications for Landlord's records for any such improvements and alterations. Landlord

Home Telephone Number: _____

Office Telephone Number: _____

B. LANDLORD:

Address for Notices, Telephone and FAX:

The Goal Family Trust/Hossein Goal

c/o Metropolitan Property Management, Inc.

120 East Broad Street, Suite A

Falls Church, VA 22046

Telephone: (202) 497-8775/(703) 477-6127

FAX: (703) 439 2500

DEED OF LEASE

THIS DEED OF LEASE (this "Lease") is made as of the 20th day of December 2019 by and between The Goal Family Trust/Hossein Goal, c/o Metropolitan Property Management, Inc., 120 East Broad Street, Suite A, Falls Church, VA 22046 hereinafter designated "Landlord", and Della Barba Co d/b/a Della Barba Pizza at 1382 East Capitol Street, N.E. Washington DC 20003, hereinafter designated "Tenant".

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WITNESSETH:

1. DATA SHEET.

This Section 1 is an integral part of this Lease and all of the terms, dates, and requirements hereof are incorporated into this Lease in all respects. In addition to the other provisions which are elsewhere defined in this Lease, the following terms, whenever used in this Lease, shall have the meanings set forth in this Section 1, subject to adjustments thereto or more detailed definitions set forth elsewhere in this Lease. If there is any conflict between any of the Lease provisions set forth in this Section 1 and any other provisions of this Lease, the latter shall control.

(a) Leased Premises: The entire property located at 1382 East Capitol Street, N.E. Washington DC 20003. The basement, first floor containing the pizza shop and the second-floor apartment with balcony/roof deck.

(b) N/A

(c) Lease Dates: December 20, 2019

(1) Date Lease Executed: By December 20, 2019

(2) Rent Commencement Date: 60 days after the LANDLORD completes their work

(3) Days of Completion of Tenant's Work: N/A

(d) N/A

(e) N/A

(f) Lease Term: Ten (10) Years

- (1) Commencing: December 20, 2019
- (2) Ending: December 31, 2029
- (3) Renewal Options: Two (2) options to extend contingent on no default on any term of lease, for a period of five (5) years each, to be exercised at least one year prior to end of lease term.

(g) Schedule of Base Rent:

Annual \$96,000.00 (ninety-six thousand and no cents), Monthly \$8,000.00 (eight thousand and no cents)

Annual Rent Increase 3% (three percent) on the anniversary of each lease year

NNN:

- i. Tenant will pay the utilities
- ii. Tenant will pay property tax on the building
- iii. Tenant will pay building insurance
- iv. 2M insurance policy or amount required by mortgage holder

(h) The Base rent for the first year of the Option Term, if exercised, shall be market value.

The Base Rent shall increase yearly by three percent (3.00%). Tenant exercises its Extension Option (as defined in Section 5C)

(i) Percentage Rent Rate: N/A

(j) Sales Reports: N/A

(k) Due Date of Annual Sales Report: N/A

(l) Additional Charges to Tenant: To be determined (TBD)

- (1) Utilities – all accounts to be in Tenant's name

(m) Security Deposit: Tenant to pay One-month rent and One-month security deposit at the time of Lease execution

(n) Tenant's Trade Name: Della Barba Co d/b/a Della Barba Pizza

(o) Permitted Uses: The ground floor and basement of the Leased Premises shall be used and occupied by Tenant solely as a restaurant and the second floor of the Leased Premises may be used either as residential or restaurant seating. Tenant may use the Leased Premises for cooking classes and other ancillary uses in accordance with applicable zoning laws.

(p) Authorized Hours of Operation: N/A

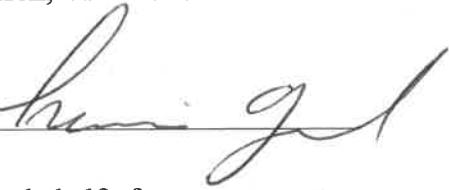
(q) Authorized Days of Operation: N/A

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first hereinabove written.

WITNESS

LANDLORD:

The Goal Family Trust/Hossein Goal
c/o Metropolitan Property Management, Inc.
120 East Broad Street, Suite A
Falls Church, VA 22046

By: 

On behalf of
The Goal Family Trust/Hossein Goal

WITNESS


Cynthia Rodriguez

TENANT:

By: 

On behalf of
Della Barba Co d/b/a Della Barba Pizza

By: 