

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2025 – 37**

SUBJECT: APPROVAL OF MODIFICATION NO. 2 TO THE LEASE AGREEMENT BETWEEN BLEU TEA & TRADING, LLC DBA THE WHALE TEA AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA AS LANDLORD (THE “LEASE AGREEMENT”)

WHEREAS, pursuant to D.C. Code § 38-1202.01(a)(5), the Board of Trustees (“Board”) possesses all powers necessary or convenient to accomplish its statutorily prescribed objects and duties, including the power to make, deliver, and receive deeds, leases and other instruments; and

WHEREAS, pursuant to 8B DCMR § 2100.1, the President, subject to Board approval, is authorized and empowered to rent any building or land belonging to the University or under jurisdiction of the President, or any available space therein, whenever such building, land or space is not then required for the purpose for which it was acquired; and

WHEREAS, in Resolution No. 2023-30, the Board authorized the President to execute the Lease Agreement to lease approximately 1,025 rentable square feet of available space at the Van Ness Campus, 4340 Connecticut Avenue, NW, Washington, DC 20008, to Bleu Tea & Trading LLC dba The Whale Tea (“Tenant”) to operate a retail store selling bubble tea, bakery, and related café items, drinking items and other food items; and

WHEREAS, the Lease Agreement provided that rent payments be abated for twelve (12) after the Rent Commencement Date; and

WHEREAS, in Resolution No. 2025-04, the Board authorized an extension of the abatement period from twelve (12) to fifteen (15) months; and

WHEREAS, the Tenant has requested an abatement of an additional three (3) months; and

WHEREAS, the University Administration recommends amending the lease with the Tenant to extend the rent abatement period from fifteen (15) to eighteen (18) months; and

WHEREAS, the Lease Agreement modification was negotiated and the University Administration has determined that the terms in the modification are favorable to the University; and

WHEREAS, the Lease Agreement modification requires the approval of the Board prior to execution.

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2025 – 37**

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees approves the Lease Agreement Modification No. 2 and the President is authorized to execute the modification in substantially the form attached hereto as **Attachment A**.

Submitted by the Operations Committee:

September 15, 2025

Approved by the Board of Trustees:

September 16, 2025

A handwritten signature in blue ink that reads "Warner H. Session". The signature is written in a cursive, flowing style.

Warner H. Session
Chairperson of the Board

**Lease Agreement
Modification No. 2**

This modifies the Lease Agreement ("Lease") executed on June 20, 2023 with the University of the District of Columbia, a public institution of higher education and independent agency of the District of Columbia, whose address is 4200 Connecticut Avenue, NW, Washington, DC 20008 ("Landlord"), and Bleu Tea & Trading LLC DBA The Whale Tea, a Maryland limited liability company, whose address is 11141 Deborah Drive, Potomac, Maryland 20854 (Retail Space #2) ("Tenant"), which commenced on October 26, 2023 ("Lease Commencement Date").

Terms

In accordance with Subsection 24.9 of the Lease, the Parties agree to modify the Lease as follows:

1. Subsection 7.5 is deleted in its entirety and replaced as follows:

Notwithstanding anything in this section to the contrary, Landlord hereby grants to the Tenant, in lieu of cash Tenant Improvement Allowance, a rental abatement of the Base Rental for the first eighteen (18) months of the Lease Term following Rent Commencement.

2. The effective date of this modification shall be the date that the Landlord's President signed below.
3. All other terms and conditions of the Lease shall remain in full force and effect. If there is a conflict between the terms of Modification No. 2 and the terms of the Lease and any other prior modification(s), the terms of this modification shall control.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Parties caused this Modification No. 2 to be executed by their respective duly authorized representatives.

LANDLORD:

UNIVERSITY OF THE DISTRICT OF COLUMBIA

Maurice Edington
President

Date: _____

Approved as to form and legal sufficiency

Avis Marie Russell
General Counsel

TENANT:

Bleu Tea & Trading LLC DBA The Whale Tea, a Maryland limited liability company



Yin Jiang,
Owner

Date: 8/28/2025

Fiscal Impact Statement

TO: The Board of Trustees

FROM: Managing Director of Finance *David A. Franklin*

DATE: September 15, 2025

SUBJECT: Lease Modification 2: Bleu Tea & Trading LLC dba The Whale Tea

Conclusion

The lease modification for Bleu Tea & Trading LLC dba The Whale Tea will extend the rent abatement period with a nominal impact to forecasted revenue.

Background

The University entered into a Lease Agreement with Bleu Tea & Trading LLC dba The Whale Tea that allowed them, in lieu of a cash tenant improvement allowance, to receive a twelve (12) month rent abatement period following Rent Commencement. As defined in the lease, Tenant rent commences the earlier of (i) one hundred eighty (180) days following Tenant's receipt of building permits in order to commence construction or (ii) Tenant's opening for business. The outside date for Rent Commencement was established as 360 days following lease execution.

The Whale Tea requested and the Board approved an amendment to extend the rent abatement period to fifteen (15) months noted under Section 7.5 of the original lease agreement.

The Whale Tea is now requesting a second (2nd) amendment to the rent abatement period. This modification will extend the rent abatement period from fifteen (15) months to eighteen (18) months following Rent Commencement.

Fiscal Impact

The impact of the three additional (3) months of rent abatement under this extended waiver is equivalent to approximately \$4,356.25/month, or a total of \$13,068.75 in future revenue that the University will not receive.