

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2025 – 46**

SUBJECT: APPROVAL OF MODIFICATION NO. 3 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 § 38-1202.1(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, in Resolution Nos. 2025-04 and Resolution No. 2025-37, the Board authorized extensions of the abatement period from twelve (12) to a total of eighteen (18) months; and

WHEREAS, the Tenant has requested a modification of its Permitted Use to sell certain alcoholic beverages; and

WHEREAS, the University Administration recommends amending the Permitted Use for such purposes; 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.

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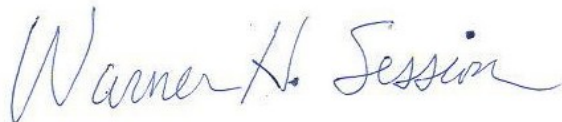
NOW THEREFORE BE IT RESOLVED, that the Board approves the Lease Agreement Modification No. 3 and the President is authorized to execute the modification in substantially the form attached hereto as **Attachment A**.

Submitted by the Operations Committee:

November 13, 2025

Approved by the Board of Trustees:

November 13, 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. 3

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") and was modified by Modification No. 1 effective February 28, 2025 and Modification No. 2 effective September 18, 2025.

Terms

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

1. The definition of the term "Permitted Use" is deleted in its entirety and replaced as follows:

"Permitted Use" means use of the Premises solely for a on-premise retail restaurant operation selling bubble tea and other non-alcoholic drinks, bakery and related café and food items, and light alcoholic mixed drinks, such as wines, mimosas and margaritas, and excludes the use of a beer tap system at the Premises or the sale of hot dogs, sausages, hamburgers or Hawaiian rolls.

2. The following paragraph is added to the end of Subsection 2.1 in the section entitled "USE OF PREMISES":

Landlord shall permit Tenant to apply for a liquor license through the District of Columbia Department of Alcoholic Beverage Control. Tenant shall notify Landlord when it submits its application and whether the application is approved or not. In the event that Tenant does not acquire a liquor license, despite diligent, good faith efforts, the Tenant shall not be permitted to sell alcoholic beverages.

3. Subsection 16.2(a) in the section entitled, "INSURANCE AND INDEMNIFICATION" is deleted in its entirety and replaced as follows:

◆ Commercial General Liability Insurance ("CGL") - The policy shall be written on an ISO occurrence base form, CG 00 01 04 13 and provide limits of no less than the minimum required limits of:

- One Million Dollars (\$1,000,000) Per Occurrence
- Two Million Dollars (\$2,000,000) General Aggregate

- Two Million Dollars (\$2,000,000) Products/Completed Operations Aggregate
- One Million Dollars (\$1,000,000) Personal and Advertising Injury
- One Million Dollars (\$1,000,000) Damage to Premises Limit (any one premise)

The policy shall be provided inclusive of the following:

- The coverage for bodily injury shall include coverage for death and mental anguish;
- Contractual liability coverage insuring the obligations assumed by Tenant under this Lease, including any indemnification obligations;
- Premises and operations coverage;
- Broad form property damage coverage, including vandalism and malicious mischief coverage;
- Independent contractors coverage;
- Liquor liability coverage;
- An exception to the pollution exclusion for damage or injury arising out of heat, smoke, or fumes from a hostile fire;
- The separation of insureds provision shall not be amended to provide narrower coverage than that provided within the base policy form.

Tenant's commercial general liability insurance shall name Landlord as additional insured on a primary and non-contributory basis including completed operations. The additional insured coverage for the General Liability policy shall be provided on Insurance Services Office (ISO) form CG 2011 or its equivalent.

4. In the event that the Tenant does not acquire a liquor license, despite diligent, good faith efforts after submitting its application for a liquor license through the District of Columbia Department of Alcoholic Beverage Control, then Provisions No. 1, 2 and 3 of this modification shall be null and void, and the Permitted Use shall be defined as:

"Permitted Use" means use of the Premises solely for the purpose of a retail store selling bubble tea, bakery and related café items, non-alcoholic drinking items, and does not include the use of a beer tap system at the Premises or the sale of hot dogs, sausages, hamburgers or Hawaiian rolls.

5. The effective date of this modification shall be the date that the Landlord's President signed below.

6. 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. 3 and the terms of the Lease and any other prior modification(s), the terms of this modification shall control.

IN WITNESS WHEREOF, the undersigned Parties caused this Modification No. 3 to be executed by their respective duly authorized representatives.

LANDLORD:

UNIVERSITY OF THE DISTRICT OF COLUMBIA

Maurice Edington
President

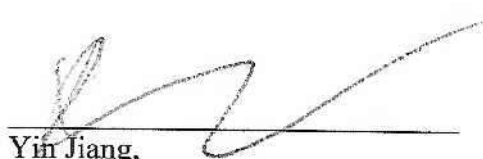
Date: _____

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: 10/30/2025

Fiscal Impact Statement

TO: The Board of Trustees

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

DATE: November 13, 2025

SUBJECT: Lease Modification 3: Bleu Tea & Trading LLC dba The Whale Tea

Conclusion

The lease modification for Bleu Tea & Trading LLC dba The Whale Tea will revise the Permitted Use of the current agreement, allowing the tenant to sell certain alcoholic beverages with no impact to forecasted revenue.

Background

The University entered into a Lease Agreement with Bleu Tea & Trading LLC dba The Whale Tea, which states the “Permitted Use” is for the sole purpose of a retail store selling bubble tea, bakery, and related café items, drinking items, and other food items.

The Whale Tea requested, and the Board approved two (2) amendments to extend the rent abatement period for a total of eighteen (18) months, modifying Section 7.5 of the original lease agreement.

The Whale Tea is now requesting a third (3rd) amendment, this time to the Permitted Use to add the sale of alcoholic beverages such as light mixed drinks (wine, mimosa, margaritas). There will be no beer tap system at the premises. This modification will include the sale of certain alcoholic beverages and will not interfere with any other tenants’ exclusivity restrictions.

Fiscal Impact

There is no anticipated fiscal impact resulting from the requested lease modification.