

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2023 – 30**

SUBJECT: APPROVAL OF A 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, the University Administration recommends leasing approximately 1,025 rentable square feet of available space at the Van Ness Campus, 4340 Connecticut Avenue, NW, Space #2, Washington, DC 20008, to Bleu Tea & Trading, LLC dba The Whale Tea to operate a retail store selling bubble tea, bakery, related café items, drinking items, and other food items; and

WHEREAS, the Lease Agreement includes a term of ten (10) years, with options to extend the term of the lease for two (2) additional five (5)-year terms; and

WHEREAS, the Lease Agreement was negotiated, and the Administration has determined that the terms in the Lease Agreement are favorable to the University with due consideration to maintenance and operation efficiency and that the charges are consistent with prevailing scales in the community for comparable facilities; 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, the Lease Agreement requires the approval of the Board prior to the President entering into the Lease Agreement.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees approves the Lease Agreement and the President is authorized to execute the Lease Agreement in substantially the form attached hereto as **Attachment A**.

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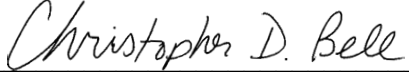
BE IT FURTHER RESOLVED, that the President is authorized to exercise options to extend the term of the Lease Agreement in accordance with the terms of the Lease Agreement.

Submitted by the Operations Committee:

May 25, 2023

Approved by the Board of Trustees:

June 8, 2023



Christopher D. Bell

Chairperson of the Board

**LEASE AGREEMENT
BY AND BETWEEN**

the
Board of Trustees of the University of the District of Columbia
LANDLORD

AND

Bleu Tea & Trading, LLC

TENANT

for

4340 Connecticut Avenue, NW
Retail Space #2, Washington, DC 20008

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LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) is made and entered into by and between 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 (“**Tenant**”).

RECITALS

WHEREAS, Landlord owns a certain parcel of real estate (the “**Land**”), including the buildings and improvements thereon, located at 4340 Connecticut Avenue, NW, Washington, DC 20008 (the “**Building**”);

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to Lease from Landlord ground floor space consisting of approximately one thousand twenty-five (1,025) rentable square feet as shown on Exhibit A attached hereto (the “**Premises**”), on the terms and conditions set forth below;

WHEREAS, the Premises are located in the approximate location depicted on Exhibit A, attached to this Lease;

WHEREAS, pursuant to D.C. Official Code §38-1202.01(a)(5), the Board of Trustees of the University of the District of Columbia (the “**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 to take title to real and other property in its own name, and Landlord has the right and authority to enter into and attend to matters set forth in this Lease;

WHEREAS, Landlord represents that pursuant to 8B DCMR §2101.1, the President of the University of the District of Columbia, subject to Board approval, is authorized to enter into real estate lease agreements with any person, partnership, corporation, or other entity; and

WHEREAS, the foregoing recitals and all exhibits attached hereto are hereby incorporated into this Lease and made a part hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant agree as follows:

DEFINITIONS

“Additional Services” means additional services provided by the Landlord ancillary to this Lease, or additional improvements to the Premises or the Building provided by the Landlord not otherwise set forth in this Lease.

“Agent” means a Party’s contractor or vendor.

“Alteration” means any improvement, addition, alteration, fixed decoration, substitution, replacement or modification, structural or otherwise, made by the Tenant in or to the Premises or the Building or the Land, but does not include removable fixtures, furniture, or equipment.

“Annual Rental” is defined in Section 7.

“Anti-Deficiency Act” is defined in Subsection 26.1.

“Base Building Conditions” is the roof, floor slab, exterior walls (excluding doors, windows, and glass), structural portions of the Premises, and any utility lines located outside or utilities located within the Building not servicing the Premises or any other leased space within the Building.

“Building” is defined in the Recitals above.

“Business Days” means Monday through Friday, excluding holidays observed by the Government of the District of Columbia and days when the Landlord is officially closed for business.

“Common Areas” means the elevators, hallways, stairways, public bathrooms, sidewalks, driveways, parking areas, loading docks, common entrances, lobbies and other similar public or non-exclusive areas and access ways in or on the Property.

“Contingent Fee” means any fee, commission, percentage, brokerage or other payment that is contingent upon the success such person or concern has in securing a lease with the Tenant.

“Declaration of Delivery” means that document (in the form attached as Exhibit C to this Lease) to be executed by the Parties setting forth the Rent Commencement Date, Lease expiration date, and verifying such other terms as deemed appropriate by the Parties.

“Emergency Condition” means an emergency affecting the Premises or the Building or the health or safety of tenants or visitors to the Premises.

“Environmental Default” means any of the following: (a) a continuing violation beyond any applicable period of notice and cure of Environmental Laws; (b) a release, spill or discharge of Hazardous Materials on or from the Premises, or any of the Property; (c) an environmental condition requiring responsive action; or (d) any combination of the foregoing.

“Environmental Laws” means any present and future laws and any amendments thereto (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Building or the Land and relating to the environment and environmental conditions or to any Hazardous Material (including, without

limitation, CERCLA, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; any so-called “Super Fund” or “Super Lien” law; any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency and any similar state and local Laws; all amendments or modifications to the foregoing as they may occur from time to time; and, all regulations, orders, decisions and decrees now or hereafter promulgated thereunder.

“Extension Term” is defined in Section 6.

“Force Majeure Event” means any of the following that directly cause any of a Party’s obligations under this Lease not to be performed in a timely manner: an act of God (including fire, flood, earthquake, hurricane, or other natural disaster) explosion, war, acts of terrorism (as defined by the United Nations Security Council), insurrection, riot, government orders or shutdown orders, applicable states of emergency, a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure or unavailability of transportation, strike, lockout, or other actions of labor unions, epidemic or pandemic or any other cause, whether similar or dissimilar to the foregoing that is not within the reasonable control of the Party or caused by the willful misconduct or negligence of Landlord or Tenant, as applicable.

“Hazardous Materials” means (a) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Laws or any other applicable Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity or Toxicity Characteristic Leaching Procedure (TCLP) toxicity; (b) any petroleum and drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources; and (c) any petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear or by-product material), chlorofluorocarbon, lead or lead-based product and any other substance the presence of which could be detrimental to the Building or the Land or hazardous to health or the environment.

“Improper Influence” means any influence that induces or intends to induce a Party, or its Representatives to give consideration or to act regarding the Lease on any basis other than on the merits of the matter or in violation of any Laws or regulation regarding the acquisition of a leasehold interest.

“Initial Lease Term” is defined in Subsection 5.1, but does not include the Extension Term, if applicable.

“Interruption” means any event or condition which causes the Premises or a portion thereof to be untenable, inaccessible, or otherwise unfit for occupancy or its intended use under this Lease to the extent not caused by Tenant.

“Land” means the real property upon which the Building is located, the legal description of which is set forth on Exhibit B attached hereto.

“Landlord’s Delivery Obligations” means Landlord’s delivery of the Premises in broom clean condition, and in compliance with all applicable Laws.

“Landlord Payment Address” means the address to submit payments to the Landlord, as identified in Subsection 7.4.

“Laws” means all applicable laws, orders, rules and regulations promulgated thereunder, as the same may be amended from time to time, including but not limited to all applicable ordinances (including without limitation, zoning ordinances and land use requirements) and codes of the District of Columbia, the United States, and any other governmental or quasi-governmental entities.

“Lease Commencement Date” means the date that the Landlord delivers the Premises to Tenant.

“Lease Guaranty” means a written agreement or the provision of financial security with the Landlord, guaranteeing all of Tenant's obligations under this Lease. For purposes of this Lease, a Lease Guaranty is required for the Tenant.

“Lease Guarantor(s)” means Hua Lin and Yin Jiang.

“Lease Term” or “Term” is the Initial Lease Term, as may be extended by the Extension Term.

“Lease Year,” in cases where the Lease Term is more than one (1) year, each twelve (12) month period beginning with the Rent Commencement Date, and each anniversary thereof, until the Lease Term ends.

“Minimum Hours of Operation” shall mean the hours of the hours of 12 noon to 8 pm, seven (7) days per week.

“Parties” means Landlord and the Tenant.

“Party” means either the Landlord or the Tenant.

“Permitted Use” means use of the Premises solely for the purpose of a retail store selling bubble tea, bakery and related café items, drinking items and other food items.

“Premises” is defined in the Recitals above in this Lease.

“Property” means the Building and Land.

“Rent Commencement Date” shall be the earlier of one hundred and eighty (180) days after

Tenant's receipt of building permits or the date that Tenant opens for business, which shall be fixed in the Declaration of Delivery. However, in no event shall the Rent Commencement exceed three hundred and sixty (360) days following Lease execution.

"Representatives" means that Party's respective trustees, officers, directors, employees, affiliates, shareholders, partners, members, Agents and representatives as applicable to each Party.

"Security Deposit" is defined in Subsection 7.6.

"Tenant Improvements" are the improvements to the Premises that may be installed by the Tenant in accordance with the terms and conditions set forth in this Lease and plans and specifications approved by the Landlord pursuant to Section 9. For the avoidance of any doubt, Tenant Improvements constituting furniture or equipment shall be the personal property of the Tenant.

"Three Broker Method" means each party appoints its own broker. If the two (2) representatives can agree on the market rate for the Annual Rental, that figure will be binding on the parties. If not, the two (2) will agree on a third, impartial broker, who then either makes an independent determination of the market rate that is binding on the Parties, or some calculation is done to average two (2) or all three (3) of the brokers' proposed Annual Rental rates.

PROVISIONS:

1. PREMISES

1.1 The Tenant leases the Premises from Landlord and Landlord demises the Premises to the Tenant for the Lease Term and upon the conditions and covenants set forth in this Lease.

1.2 Landlord hereby grants to the Tenant the exclusive right to use the Premises, in accordance with the terms of this Lease. The Tenant and its Representatives and invitees shall have access and rights of ingress and egress to the Premises and the Property for the Lease Term.

1.3 Landlord hereby represents, warrants, and covenants that, as of the Rent Commencement Date, the Property and the Building will comply with Laws, subject to any "grandfathering" provisions. Landlord shall be responsible for complying with all Laws pertaining to the Property, provided that Landlord shall not be responsible for any non-compliance that is solely attributable to the Tenant's use or occupancy of the Building or the Premises (including Alterations in and to the Premises by the Tenant). If, after the Lease Commencement Date, the Tenant elects to use the Premises in a way that necessitates changes or additions to the Premises or the Building in order to comply with Laws solely due to the Tenant's specific use or occupancy of the Premises, the Tenant shall be responsible for those changes or additions.

1.4 Subject to the terms and conditions of this Lease including Landlord's Delivery Obligations, Landlord shall deliver the Premises to the Tenant and the Tenant shall accept the Premises and Property in its "as-is" condition, and in accordance with the terms of this Lease. There shall be no Landlord's work or contribution. The Landlord makes no warranties or representations with respect to the Premises or its improvements, if any, including, but not limited

to, HVAC, plumbing, electrical and mechanical systems. Landlord will only be responsible for the structural elements of the Premises and the Property not damaged by Tenant.

2. USE OF PREMISES

2.1 The Tenant shall use and occupy the Premises solely for the Permitted Use and Tenant shall not use the Premises or permit the Premises to be used for any other purpose without the Landlord's prior written approval, which may be withheld in the Landlord's sole and absolute discretion. The Tenant shall comply with all Laws applicable to it concerning the use, occupancy and condition of the Land, Building or Premises and all machinery, equipment, furnishings, fixtures, and improvements therein, all of which shall be complied with in a timely manner, provided that the Tenant shall not be required to construct or alter the elements of the Base Building Conditions within the Premises unless required by reason of either: (i) the Tenant's particular use of the Premises, or (ii) any Alteration made by the Tenant. If any such Laws require an occupancy or use permit or license for the Premises or the operation of the business conducted therein, then the Tenant shall obtain and keep current such permit or license. Use of the Premises is subject to all covenants, conditions and restrictions of record, which Landlord represents and warrants do not and will not adversely impact the Permitted Use hereunder.

Tenant shall have the exclusive use of the outdoor patio area directly in front of the Premises, as indicated in Exhibit E, subject to obtaining the applicable governmental approvals, licenses and permits for such use. Tenant shall be responsible for any public space costs payable to any applicable local, state and federal governments. Tenant shall take reasonable steps to keep the outdoor seating area exclusively serving its customers reasonably clean and neat. and shall use commercially reasonable efforts to avoid materially obstructing or interfering with any pedestrian walkways. Tenant shall not change the boundary or the materials used to create the boundary for the outdoor seating area without Landlord's prior written consent, provided Tenant shall have the right to add, remove and relocate the chairs, tables, trash cans and other personal property within such area without Landlord's consent.

Tenant shall employ reputable business standards and practices consistent with the operation of its Permitted Use and, with the exception of excused periods, operate its business for the Permitted Use continuously and uninterruptedly during the Lease Term.

2.2 (a) The Tenant and its Representatives and invitees shall not introduce or cause any Hazardous Materials to be generated, used, treated, released, stored, or disposed of in or about the Premises, the Building or the Land by the Tenant; provided, the Tenant may use and store normal and reasonable quantities of standard cleaning and office materials as may be reasonably necessary for the Tenant to conduct normal operations in the Premises so long as such materials are stored and used by the Tenant in accordance with applicable Laws. At the expiration or earlier termination of this Lease, the Tenant shall surrender the Premises to Landlord free of Hazardous Materials introduced by the Tenant and its Representatives and invitees, and in compliance with all Environmental Laws (excluding those violations caused by parties other than the Tenant, its Representatives and invitees).

(b) The Landlord and Tenant shall: (i) give the other prompt oral and follow-up written notice of any actual or threatened Environmental Default affecting the Premises or any other

portion of the Property which could affect occupants or invitees of the Premises, including an Environmental Default affecting the Parking Facility or Common Areas (an “**Environmental Area**”), about which it becomes aware; and (ii) promptly deliver to the other copies of any notices or other items received from or submitted to any governmental or quasi-governmental agency, or any claim instituted or threatened by any third party concerning an Environmental Area. Tenant shall promptly cure any Environmental Default to the extent caused by Tenant in accordance with all Environmental Laws and only after the Tenant has obtained Landlord’s prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(c) Landlord represents, warrants, and covenants that, as of the date that Landlord’s Delivery Obligations are satisfied, the Premises will comply in all material respects with applicable Environmental Laws. Landlord shall promptly abate, remediate, or otherwise cure any such Environmental Default caused by Landlord or its Representatives in accordance with all Environmental Laws, provided that Landlord shall have no obligation to perform such abatement, remediation or cure if Landlord’s insurance proceeds are insufficient to perform such abatement, remediation or cure. In the event of an Environmental Default affecting an Environmental Area caused by the Landlord or its Representatives, within ten (10) days of Landlord’s actual knowledge of such Environmental Default, Landlord shall notify the Tenant in writing of the default (“**Environmental Notice**”) which Environmental Notice shall: (i) state Landlord’s reasonable determination of the time necessary to cure the Environmental Default and (ii) state whether Landlord elects not to cure the Environmental Default because insurance proceeds payable are insufficient to pay for the costs of such cure. The Tenant shall have the right to terminate this Lease on thirty (30) days prior written notice to Landlord if Landlord elects not to cure the Environmental Default or cure of the Environmental Default is reasonably anticipated to take more than sixty (60) days.

(d) If this Lease is terminated pursuant to this section, then Annual Rental shall be apportioned (based on the portion of the Premises that is usable or used after such Environmental Default caused by Landlord or its Representatives) and paid to the date of termination. Whether or not the Lease is terminated as a result of such damage or destruction, then until cure of such Environmental Default, Tenant shall be required to pay Annual Rental only for that portion of the Premises that is usable while such cure is being performed.

2.3 During the term of the Lease, Tenant shall continuously operate and occupy the Premises, subject to the terms and conditions of this Lease. Tenant shall open for business to the public no later than thirty (30) days from the Rent Commencement Date and thereafter continuously operate maintaining, at a minimum, the Minimum Hours of Operation and occupy the Premises subject only to closures in connection with casualty, condemnation and/or remodeling not to exceed sixty (60) days within one (1) Lease Year.

Tenant covenants and agrees that throughout the Term, either it or its successors or permitted assigns, will continuously, actively and diligently carry on its business in the whole of the Premises.

Landlord has the right to terminate the Lease should Tenant at any time elect to discontinue the continuous operation of its services in the Premises as provided above and Tenant shall immediately pay to Landlord all Annual Rental remaining due for the balance of the Term.

The Landlord shall allow for delays in Tenant's performance, closures and the nonpayment of rent resulting from government action. Additionally, if any governmental authority having jurisdiction over the Premises issues an order whereby the Premises is required to be closed and Tenant is in fact closed for business (meaning no business is being generated from the Premises via drive through, third-party delivery services, or takeout), then the Annual Rental will be abated for the full period of the closure(s). To the extent not prohibited by law, Tenant shall make all commercially reasonable actions to mitigate the effects of such government action to continue to operate during such closure. If the Tenant makes sales third-party delivery services, takeout orders or other method during a government closure, but the Premises remains closed for indoor dining within the Premises, Annual Rental shall be reduced and abated as described in Paragraph 24.15 for the period of closure.

2.4 During the Term of this Lease, neither Tenant, nor any of its parent, subsidiary, affiliate, franchisee, officer, director or shareholder of Tenant, shall within a radius of one half (1/2) mile of the Premises, either directly or indirectly, own, operate or be financially interested in, with or without others, a restaurant like or similar to the business permitted to be conducted pursuant to this Lease, nor shall Tenant permit any such business within such radius to be operated under a name which shall be the same or similar to the Tenant's corporate or trade name. The provisions of this section shall survive re-entry into the Premises by Landlord resulting from a breach of this Lease by Tenant.

3. EXCLUSIVE RIGHTS

3.1 Landlord shall not enter into leases within the Building with any tenant whose use includes the Permitted Use.

3.2 Tenant's Permitted Use shall be subject to the exclusivity clauses of the leases of other tenants in the Building existing at the time of Lease execution.

4. RULES

The Tenant shall abide by and observe any reasonable rules that Landlord may promulgate from time to time for the operation and maintenance of the Building, provided: (a) Landlord gives the Tenant reasonable prior written notice thereof; (b) such rules are not inconsistent with the provisions of this Lease or any applicable laws; and (c) no rule discriminates against the Tenant in the enforcement or promulgation thereof. If any provision of this Lease conflicts with any provision of any Building rule, such provision of this Lease shall govern.

5. TERM

5.1 The Initial Lease Term shall be for ten (10) years from the Rent Commencement Date and shall end at 11:59 p.m. on the last day of the Lease Term. The Initial Lease Term may be extended by any properly exercised renewal or extension of the Lease Term pursuant to Section 6 below.

5.2 Except for payment in connection with the Security Deposit in accordance with Subsection 7.6 as security due prior to the execution of the Lease, no payment of the Annual Rental shall be due until the Rent Commencement Date.

5.3 If the Rent Commencement Date is not the first day of a calendar month, the first Lease Year shall end on the last day of the calendar month in which the first anniversary of the Rent Commencement Date occurs and Tenant shall prorate payment of the Annual Rental for the additional days in the Lease Year, when the first monthly installment of the Annual Rental for the first Lease Year is due, subject, however, to the abatement described in Subsection 7.5 of this Lease.

6. EXTENSION OPTIONS

The Tenant shall have the right to extend the Lease Term for two (2) additional five (5)-year option terms (the “**Extension Term(s)**”). If exercised, an Extension Term shall commence at midnight for the first day following the expired Lease Term. The Tenant may exercise the option by written notice to Landlord delivered no more than three hundred sixty-five (365) days and no less than two hundred seventy (270) days prior to the expiration of the Initial Lease Term and prior to the expiration of subsequent Lease Terms.

During the Extension Term, the Annual Rental for the first year of the Extension Term shall be at a market rate of no less than three percent (3%) above the Annual Rental rate for the previous year. The market rate shall be determined by mutual agreement. If mutual agreement cannot be reached, then by the Three Broker Method. For each successive year during the Extension Term, the Annual Rental shall increase by two percent (2%) per year.

7. ANNUAL RENTAL, PAYMENTS AND GUARANTY

7.1 The Annual Rental for the Premises throughout the Lease Term is as follows, with an increase of two percent (2%) per year:

Lease Year	Base Rent p/ SqFt	Annual Base Rent	Monthly Base Rent
1	\$50.00	\$51,250.00	\$4,270.83
2	\$51.00	\$52,275.00	\$4,356.25
3	\$52.02	\$53,320.50	\$4,443.38
4	\$53.06	\$54,386.91	\$4,532.24
5	\$54.12	\$55,474.23	\$4,622.85
6	\$55.20	\$56,582.46	\$4,715.21
7	\$56.30	\$57,711.60	\$4,809.30
8	\$57.43	\$58,861.65	\$4,905.14
9	\$58.58	\$60,043.07	\$5,003.59
10	\$59.75	\$61,245.39	\$5,103.78

Annual Rental amounts indicated above include the cost for common area maintenance (CAM) and Building insurance costs for the Building.

7.2 The Tenant shall pay the Annual Rental for the Lease Term and Extension Term(s), if any, in monthly installments. The monthly installments of the Annual Rental shall be paid to Landlord on or before the 5th of each month (each an “**Annual Rental Due Date**”).

7.3 Payments for Annual Rental and any other payments due made after the due date shall be assessed a late fee of five percent (5%) of the amount due.

7.4 Tenant shall make payments to Landlord, at the Landlord Payment Address, or to such other place as Landlord may from time to time designate in writing, by good check or other methods approved by Landlord from time to time, without setoff, deduction or demand. Landlord shall provide Tenant with the procedure for electronic payments upon request.

All check payments to Landlord shall be remitted to Landlord as follows:

Cashier's Office
University of the District of Columbia
4200 Connecticut Avenue N.W.
Washington, D.C. 20008

Re: Rent Payment for 4340 Connecticut Ave./Retail Space #2

7.5 Notwithstanding anything in this section to the contrary, Landlord hereby grants to the Tenant, in lieu of a cash Tenant Improvement Allowance, a rental abatement of the Base Rental for the first twelve (12) months of the Lease Term following Rent Commencement.

7.6 On or before Tenant's execution of this Lease, Tenant shall pay the Security Deposit in the amount of \$4,270.83, as security for Tenant's faithful performance of its obligations under this Lease. If Tenant fails to pay Annual Rental, or otherwise defaults under this Lease, Landlord may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord uses or applies all or any portion of the Security Deposit, Tenant shall, within ten (10) days after receipt of Landlord's written request, deposit such funds with Landlord to restore the Security Deposit to the full amount required by this Lease. Should the Permitted Use be amended to accommodate a material change in the business of Tenant or to accommodate a subtenant or assignee, Landlord shall have the right to increase the Security Deposit to the extent necessary, in Landlord's reasonable discretion, to account for any changes that the Premises or the Lease terms may suffer as a result thereof. If a change in control of Tenant occurs during this Lease and following such change, the financial condition of Tenant is, in Landlord's reasonable discretion, significantly reduced, Tenant shall deposit such additional monies with Landlord requested by the Landlord as shall be sufficient in the Landlord's reasonable discretion to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Landlord shall not be required to keep the Security Deposit separate from its general accounts.

Provided Tenant is not in default and after the Landlord applies the Security Deposit to unpaid Rent, to repair to the Base Conditions of the Premises, or in accordance with other terms

and conditions of this Lease, Landlord shall return any unapplied portion of the Security Deposit to Tenant, or, at Landlord's option, to the last assignee of Tenant's interest hereunder, within sixty (60) days after the expiration or termination of this Lease. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be a prepayment for any monies to be paid by Tenant under this Lease. Landlord's use or application of all or any portion of the Security Deposit shall not preclude or impair any other rights or remedies provided for under this Lease or under applicable Law and shall not be construed as a payment of liquidated damages.

The Lease shall be personally guaranteed by Lease Guarantors for the full term of the Lease. The Lease Guarantors shall execute all documents required by the Landlord to secure the Lease. Provided that Tenant is not in default, at the beginning of the fourth (4th) Lease Year, the amount of the Lease Guarantors' liability under the guaranty shall be reduced to the amount of the Annual Base Rent of Year 4 of the Lease.

8. TAXES

8.1 The Landlord is a tax-exempt organization and does not pay real estate taxes. The District of Columbia will charge Tenant a Leasehold Interest Tax (also known as the Possessory Use Tax) where Tenant occupies property that is otherwise exempt based on the property's exempt status. It will be the Tenant's obligation to pay the Possessory Use Tax and any other taxes directly to the District of Columbia.

8.2 The Tenant shall pay before delinquency any business, rent or other taxes or fees that are now or hereafter levied, assessed or imposed directly upon the Tenant due to its use or occupancy of the Premises, the conduct of the Tenant's business at the Premises or the Tenant's equipment, fixtures, furnishings, inventory or personal property. If any such tax or fee is enacted or altered so that such tax or fee is levied against Landlord or so that Landlord is responsible for collection or payment thereof, then the Tenant shall pay such tax or fee with the monthly payment of Annual Rental next becoming due and payable.

9. CONSTRUCTION OF TENANT IMPROVEMENTS; ALTERATIONS; DELIVERY DATE

9.1 Tenant or its designee shall inspect the Premises and outdoor patio area prior to the execution of the Lease. Plans and specifications for the Tenant's demolition within the Premises and Tenant Improvements, including the design for outdoor patio area, shall be subject to the Landlord's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Tenant's design and construction plans shall also be subject to approval by all applicable governmental agencies. The design and construction of any Tenant Improvements, patio designs or plans or demolition shall be performed and completed by the Tenant in accordance with the Landlord approved plans and specifications. Tenant shall submit its construction drawings to Landlord for approval within thirty (30) days after Lease execution. Landlord shall provide approval within ten (10) business days of receipt of submissions. Tenant shall apply for building permits within ten (10) business days of approval by Landlord.

9.2 After completion of the initial Tenant Improvements, the Tenant shall not make or permit anyone to make Alterations without the prior written consent of Landlord: (i) which consent

may be withheld or granted in Landlord's sole and absolute discretion with respect to Alterations which may affect any aspect of the Base Building Conditions, and (ii) which consent shall not be unreasonably withheld, conditioned, or delayed with respect to non-structural Alterations. Alterations that may adversely affect Base Building Conditions shall be deemed to include, without limitation, any Alteration that will or may necessitate any changes, replacements or additions to the columns, slabs or other structural elements of the Building, or to the fire protection, water, sewer, electrical, mechanical, plumbing or HVAC systems of the Premises or the Building. Notwithstanding the foregoing, the Tenant shall have the right, after providing thirty (30) days prior written notice to Landlord, but without the necessity of obtaining Landlord's consent, to re-carpet, re-paint or to make any cosmetic or decorative nonstructural Alterations in or to the Premises. All Alterations shall be constructed at the Tenant's election and expense, in compliance with applicable Laws and lien free. The Tenant shall not permit any mechanic's lien to be filed against the Premises, Building, Land, or the real property of which the Premises are a part, for work claimed to have been done for or materials claimed to have been furnished to the Tenant. Landlord shall not be liable for any and all claims, losses, expenses, and damages resulting from or arising out of any Alterations by the Tenant unless caused by the negligence or willful misconduct of Landlord. If Landlord gives its consent to the making of any Alteration, such consent shall not be deemed to be an agreement or consent by Landlord to subject its interest in the Premises or the Building or the Land to any liens that may be filed in connection therewith. The Tenant acknowledges that any Alterations are accomplished for the Tenant's account, and, other than an Alteration performed by Landlord for the Tenant and subject to the terms and conditions of a work agreement for such Alterations, Landlord shall have no obligation or responsibility in respect thereof.

9.3 If any Alterations are made without the prior written consent of Landlord, Landlord shall have the right to require the Tenant to restore the Premises and the Building to their condition immediately prior thereto, subject to the Tenant. All Alterations to the Premises or the Building made by either Party shall immediately become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof at the expiration or earlier termination of the Lease Term, except that the Tenant shall be required to remove any Alterations that Landlord requires the Tenant to remove as a condition of its consent to the installation of such Alterations under Subsection 9.2, so long as Landlord notified the Tenant at the time of its approval of such Alterations that the Tenant shall be required to remove the same (in order that the Tenant may include the costs of such removal in its budgetary process); provided, however, the Tenant shall have the right to remove, prior to the expiration or earlier termination of the Lease Term, all movable furniture (including systems furniture), furnishings and equipment installed in the Premises solely at the expense and discretion of the Tenant. The Tenant shall repair any damage and injury to the Premises or the Building caused by such removal subject to the Tenant. If such furniture (including systems furniture), furnishings and equipment are not removed by the Tenant at the expiration or earlier termination of the Lease Term, the same shall at Landlord's option: (i) be deemed abandoned or (ii) become the property of Landlord to be surrendered with the Premises as a part thereof.

9.4 Subject to a Force Majeure Event, Landlord shall deliver the Premises with Landlord's Delivery Obligations satisfied not later than seven (7) days after this Lease has been executed by both Parties (the "Outside Delivery Date"). Annual Rental shall abate by one (1) day for each day after the Outside Delivery Date that the Premises is not delivered to the Tenant with

Landlord's Delivery Obligations satisfied.

10. MAINTENANCE AND REPAIRS

10.1 Notwithstanding any other provision of this Lease, but subject to Subsections 10.2 and Section 18, Landlord, at its sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Land, the Common Areas, and the Base Building Conditions (including those located within the Premises) and the Building, excluding the Premises, that are necessary or desirable to keep the same: (a) in good condition and repair, (b) in a clean, safe and tenantable condition, and (c) otherwise in accordance with all Laws and the requirements of this Lease. The Landlord will make repairs to the outdoor patio area at Tenant's expense when caused by Tenant, its Representatives and invitees.

At all times, subject to Section 16, Landlord shall be liable for all injury, breakage and damage to the Premises resulting from a failure of the Base Building Condition, except to the extent arising solely due to Tenant. The Tenant shall give Landlord prompt notice of any defects or damage to the Base Building Conditions, equipment or fixtures in the Building or any part thereof affecting the Premises. Landlord shall ensure that the Building will be managed, operated and maintained in accordance with the standards of quality followed for a building of comparable age, quality, use, size and location as the Building and in full compliance with all applicable Laws (including, but not limited to, codes for electrical, mechanical, plumbing, fire and fire safety).

10.2 Other than elements of the Base Building Conditions within the Premises, Tenant, at its sole cost and expense, shall promptly make all repairs, perform all maintenance, including for plate glass, and make all replacements in and to the Premises that are necessary or desirable to keep the Premises in good condition and repair; in a clean, safe and tenantable condition; and otherwise in accordance with all Laws and the requirements of this Lease. Tenant shall maintain all Tenant Improvements, including fixtures, furnishings and equipment, to the extent located in, or exclusively serving the Premises and not a part of the Base Building Conditions, in clean, safe and sanitary condition, shall take good care thereof and make all required repairs and replacements thereto.

10.3 Except as otherwise provided in Section 18, the Tenant shall be responsible for all injury, breakage and damage to the Premises and to any other part of the Building or the Land to the extent caused by Tenant, its Representatives and invitees.

10.4 Any changes or additions to the Building or Premises required from time to time in order to remain in compliance with Laws, except for changes as a result of Tenant Improvements, shall be at Landlord's sole cost and expense (meaning that such costs and expenses are already included in Annual Rental). Notwithstanding the foregoing, however, if any such changes or additions are required solely by reason of Tenant's use of the Premises, Tenant shall, at its option, either: (i) not commence or immediately cease (as the case may be) any use requiring such changes or additions, or (ii) agree to bear the costs of such changes or additions.

10.5 With the exception for Emergency Conditions, the Parties hereby agree that Landlord's entry into the Premises shall be subject to Tenant's security requirements.

10.6 At the expiration or earlier termination of the Lease Term, Tenant shall surrender the Premises in an order and condition equal to its order and condition on the Rent Commencement Date, subject to ordinary wear and tear, Landlord's repair and maintenance obligations, and Section 18.

11. SIGNS

Tenant may, with the prior written consent of the Landlord, which shall not be unreasonably withheld, install signs outside the Premises, within and outside the Building. An exhibit showing Tenant's signage shall be approved by Landlord prior to Lease execution and attached to the Lease as Exhibit D. Such signage shall be installed by the Tenant or its Representatives at the Tenant's expense. In the event that any signs are installed, same shall be obtained and in compliance with all Laws, and subject to approval by all relevant agencies, associations, and governmental entities. Landlord's consent may be conditioned on the Tenant's Representatives providing proof of adequate insurance, which shall be determined by the Landlord in its sole discretion, naming the Landlord as an additional insured on its insurance and other additional insurance requirements.

12. PARKING

No parking is being provided in this Lease.

13. SERVICES AND UTILITIES

13.1 The following services or utilities are not included in the amount of the Annual Rental and shall be the responsibility of the Tenant, at its sole cost and expense:

- (a) utilities services and their installation;
- (b) extermination and pest control at appropriate intervals, as may be deemed necessary in the exercise of prudent management practices;
- (c) repair and maintenance of any HVAC unit or system within or solely serving the Premises, which shall include, without limitation, cleaning, repairs, and replacements;
- (d) trash removal services and recycling, in compliance with all applicable Laws, it being agreed that Landlord shall provide a location in the loading dock area for Tenant's dumpster;
- (e) an independent security and access control system for the Premises;
- (f) fire protection system;
- (g) any additional services or utilities, not included in this subsection, for Tenant's exclusive use of the Premises as shall be consistent with the Permitted Use.

13.2 The following Services are included in the Annual Rental:

Pre-treatment and snow removal from the sidewalks, drives and entrances promptly during and promptly after a snowfall and in no event permitting hazardous ice or snow accumulations along such sidewalks, drives and entrances.

13.3 At the Tenant's request, Landlord may, at Landlord's election, perform Additional Services; provided, however, that prior to performing any Additional Services, Landlord shall provide the Tenant with a detailed scope of work for the Additional Services and the cost thereof, which cost shall be on an "open book" basis and may include a defined mark-up or fee to Landlord as an administrative fee. The Tenant shall either approve or disapprove the scope of work and the cost for the Additional Services in a writing. After Landlord completes the Additional Services pursuant to the scope of work, Landlord shall deliver an invoice for the actual cost therefor to the Tenant. The Tenant shall pay to Landlord such actual cost of the Additional Services, in arrears, with the next payment of Annual Rental coming due and payable after Landlord has delivered such actual cost invoice to the Tenant.

14. INTERRUPTION OF SERVICE.

14.1 Tenant agrees that Landlord shall not be liable, by abatement of Annual Rental, except as specifically set forth herein, for any interruption of any service, failure to furnish any service, delay in furnishing any service, or surge or diminution thereof, when such interruption, failure, delay, diminution or surge is occasioned by a Force Majeure Event.

14.2 Upon any failure of services not resulting from an act or omission of the Tenant, or its Representatives or invitees, Tenant shall be entitled to an abatement of Annual Rental on a per diem basis in the proportion in which the area of the portion of the Premises that is unfit to occupy because of such failure of services bears to the total area of the Premises. Such abatement shall begin on the third (3rd) Business Day of such Interruption and shall continue for each day such Interruption continues (such abatement shall end as to each portion affected when such service or ability to use and occupy is fully restored to such area). If such Interruption continues for ten (10) Business Days, then Landlord shall deliver to the Tenant within the next ten (10) Business Days a reasonably detailed written plan to remedy and end the Interruption. If Landlord fails to timely deliver such plan or if the Tenant provides Landlord with a written determination that, in the Tenant's reasonable discretion, such plan will not end the Interruption, then the Tenant shall have the right to terminate this Lease within thirty (30) days of the expiration of such ten-Business Day period. If the Interruption continues for ninety (90) consecutive days, then the Tenant shall have the right to terminate this Lease by written notice to Landlord at any time following the ninetieth (90th) day of such Interruption; provided, however, if such Interruption ceases prior to delivery by the Tenant of such notice of termination or prior to the effective date of such termination, such notice of termination shall be deemed revoked and of no further force and effect.

15. INSPECTION

Upon reasonable prior notice, which need not be in writing, the Tenant shall permit Landlord and its Representatives to enter the Premises without charge therefor and without diminution of the rent payable by the Tenant in order to examine, inspect or protect the Premises; to make such alterations and/or repairs to the Base Building. Landlord shall endeavor to minimize

disruption to the Tenant's normal business operations in the Premises in connection with any such entry. Except for an Emergency Condition, Landlord shall use commercially reasonable efforts not to interrupt, delay or disrupt the Tenant's normal business operations in the Premises without reasonable, prior notice to the Tenant of its intent to do so.

16. INSURANCE AND INDEMNIFICATION

16.1 Landlord shall carry and maintain all-risk property insurance covering the Building and Landlord's property therein in an amount required by its insurance company to avoid the application of any coinsurance provision. Landlord also agrees to carry and maintain commercial general liability insurance including public liability and broad form property damage, with a minimum combined single limit of liability in the amount of \$1,000,000 for personal injuries or deaths of persons occurring in or about the Building. Landlord may elect to carry such other additional insurance or higher limits as it reasonably deems appropriate.

16.2 Tenant shall carry and maintain the following insurance coverage:

(a) broad form commercial general liability insurance policy naming Landlord as an additional insured; additional Insured with a policy limit of \$2,000,000 per occurrence \$3,000,000 in the aggregate;

(b) Excess liability insurance, naming Landlord as an additional insured, with a minimum policy limit: \$5,000,000;

(c) If Tenant owns or leases an automobile, automobile liability insurance for each automobile owned or leased by Tenant, with a \$1,000,000 per occurrence limit, naming Landlord as an additional insured;

(d) Workers' Compensation/Employers' Liability, with statutory coverage with a \$500,000/accident; \$500,000/Disease Policy; and \$500,000/Disease-per employee; and

(e) Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits of not less than full replacement value of Tenant's personal property located in or on the Premises.

16.3 Prior to the Lease Commencement Date, Tenant shall deliver to the Landlord such certificates of insurance, endorsements and declarations pages as the Landlord may reasonably request showing the Landlord as a certificate holder and an additional insured (or additional loss payee, as applicable), and confirming that the insurance coverage amounts and policies required hereunder are in force with premiums paid. Tenant shall provide the Landlord with written notice of cancellation of any insurance required of Landlord hereunder. All insurance required hereunder shall be purchased from carriers authorized to do business in the District of Columbia and possessing an A- or better policyholders' rating and a minimum Class VIII financial size category as listed at the time of issuance by A.M. Best Insurance Reports or a similar rating publication. At all times during the Lease Term, Tenant agrees to maintain the insurance coverage required in this section.

16.4 To the extent not inconsistent with other provisions of this Lease and applicable law, Landlord shall not be obligated to insure, and shall not assume any liability of risk of loss for, the Tenant's personal property, including any such property or work of the Tenant's subtenants or occupants. Landlord shall also have no obligation to carry insurance against, nor be responsible for, any loss suffered by the Tenant, subtenants or other occupants due to interruption of the Tenant's or any subtenant's or occupant's business. Landlord shall not carry insurance on, and shall not be responsible for damage to, Tenant Improvements, if such are permitted by the Landlord (which do not constitute Base Building Conditions) and Landlord shall not carry insurance against, or be responsible for any loss suffered by Tenant due to, interruption of Tenant's business. The Tenant shall be responsible for the repair of all injury, breakage and damage to the Premises, the outdoor patio area and to any other part of the Building or the Land to the extent caused by Tenant, its Representatives contractors, vendors or invitees.

16.5 Tenant shall indemnify, defend, save and hold harmless the Landlord and its Representatives from and against any and all claims of liability arising from or based on or as a consequence of or result of any act, omission or default of Tenant or its Representatives, contractors, vendors or invitees in violation of the Lease or as a result of Tenant's use and occupancy of the Premises.

17. LIABILITY OF LANDLORD AND THE TENANT

17.1 Except as otherwise expressly provided in this Lease, neither Landlord nor its Representatives shall be liable to the Tenant and its Representatives and invitees for any damage, injury, loss or claim based on or arising out of any cause whatsoever related to the Premises, unless such liability is due to the negligence, intentional act or willful misconduct of Landlord, its trustees, officers, directors or agents, contractors or employees.

17.2 Landlord shall not be liable for any exemplary, punitive, consequential or indirect damages in connection with, arising under or relating to this Lease.

18. DAMAGE OR DESTRUCTION

18.1 (a) If the Premises or the Building are totally or partially damaged or destroyed due to no fault of the Tenant, Landlord shall diligently repair and restore the Building and Premises; provided, however, that notwithstanding anything to the contrary in this Lease: (i) the Tenant shall have the right to terminate this Lease with ninety (90) days prior written notice given within thirty (30) days of the date of the casualty if, in the Tenant's reasonable opinion, the damage renders the entire Premises inaccessible for more than sixty (60) days or twenty-five percent (25%) or more thereof is unusable for the normal conduct of the Tenant's operations then conducted on the Premises; (ii) Landlord and the Tenant each shall have the right to terminate this Lease on sixty (60) days prior written notice, given within thirty (30) days of the date of the casualty if, in Landlord's reasonable judgment, the repair and restoration cannot be completed within one hundred eighty (180) days after the date of the damage or destruction (which time period includes the time needed for effecting a satisfactory settlement with any insurance company involved, removal of debris, preparation of plans and issuance of all required governmental approvals and permits); and (iii) both Landlord and the Tenant shall have the right to terminate this Lease on thirty (30) days prior written notice given within thirty (30) days of the date of the casualty if there

is then left in the Lease Term less than twelve (12) months. If the Premises or any part thereof shall be damaged or destroyed, the Tenant shall provide prompt notice thereof to Landlord.

(b) Landlord's obligations to repair and reconstruct the Building and the Premises as set forth above are subject to Subsection 26.1 and the following conditions precedent having been satisfied in Landlord's reasonable judgment:

(i) Landlord shall likely be able to obtain, or shall have obtained, all necessary governmental or quasi-government approvals and similar authorizations to rebuild the Building as required herein, including, but not limited to, zoning approvals and permits;

(ii) Landlord and the Tenant each shall not have exercised its right to terminate the Lease to the extent permitted to do so pursuant to Subsection 18.1(a); and

18.2 If this Lease is terminated pursuant to Subsection 18.1, then Annual Rental shall be apportioned (based on the portion of the Premises that is usable or used after such damage or destruction) and paid to the date of termination. Whether or not the Lease is terminated as a result of such damage or destruction, then until such repair and restoration of the Premises are substantially complete, the Tenant shall be required to pay Annual Rental only for the portion of the Premises that is usable while such repair and restoration are being made.

18.3 In the event that inadequate insurance proceeds are available for repair and restoration, Landlord shall have the right to terminate this Lease. The Tenant shall not be entitled to compensation for damages as a result of the termination of this Lease following damage or destruction as described in this subsection; provided, however, that in the event that inadequate insurance proceeds are available for repair and restoration and Landlord does not terminate this Lease but elects not to make the repairs and restoration, then notwithstanding anything to the contrary contained in this Lease, the Tenant, as its sole and exclusive remedy on account thereof, shall have the right to terminate this Lease upon written notice thereof to Landlord within thirty (30) days after the Tenant receives written notice of Landlord's election not to repair and restore the Premises and/or the Building.

19. DEFAULT

19.1 Tenant Default.

(a) Tenant shall be in default if it: (i) fails to pay the monthly installment of the Annual Rental or for Additional Services, respectively, within thirty (30) days of its date due; however Tenant will not be in default until it has failed to make sure payment after five (5) days written notice from Landlord to Tenant; (ii) fails to perform or observe any non-monetary obligation of the Tenant under this Lease within fifteen (15) days after the date the Tenant receives written notice from Landlord setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Lease provision requiring such obligation to be performed, or within such longer period of time as may be necessary for such cure so long as the Tenant shall promptly commence and thereafter diligently prosecute to completion the curing thereof but no later than thirty (30) days from the date of the notice; (iii) subleases or assigns the Lease, without the prior written consent of the Landlord or (iv) abandons the Premises.

(b) Upon the occurrence of a Tenant Default, Landlord, in its sole and absolute discretion, may seek all remedies available to it at law or equity. Notwithstanding anything to the contrary herein, Landlord agrees to use commercially reasonable efforts to relet the Premises and mitigate damages following the surrender of, or Landlord's recovery of, possession of the Premises.

(c) Neither the payment by the Tenant of a lesser amount than the monthly installment of Annual Rental due hereunder (or any other financial obligation), nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder shall be deemed an accord and satisfaction. Landlord may accept the same without prejudice to Landlord's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by the Tenant, Landlord may apply any payment received from the Tenant to any payment then due under the Lease.

19.2 Landlord Default.

(a) It shall be a Landlord default if Landlord fails to perform or observe any of its obligations under this Lease after a period of 60 days from the date Landlord receives written notice thereof from the Tenant setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Lease provision requiring such obligation to be performed; provided, however, that Landlord shall not have committed such a default if such failure is of a type and nature that cannot reasonably be cured within such 60-day period, so long as Landlord promptly commences the curing of such failure within such 60-day period and thereafter diligently prosecutes to completion the curing of such failure but no later than 120 days from the date of the notice. It is specifically understood and agreed that any failure by Landlord to take any action that might be deemed to violate the Anti-Deficiency Act or any failure of funds to be appropriated in accordance with Subsection 26.1 to fulfill Landlord's obligations under this Lease notwithstanding Landlord's request therefor shall not constitute a default.

(b) Upon the occurrence of a Landlord Default, the Tenant may pursue any remedies available to it at law or equity.

20. ASSIGNMENT AND SUBLETTING

Provided Tenant is not in default of any provisions of its Lease, Tenant shall have the right to sublease or assign the Premises with Landlord's prior written consent, which shall not be unreasonably withheld conditioned or delayed.

Any profits from subleasing shall be split 50/50 between Landlord and Tenant (after first deducting brokerage/legal/advertising costs of such assignment or subleasing). Profit sharing shall not apply to a sale of Tenant's business. Any agreement by the Landlord to the Tenant subleasing the Premises shall not relieve the Tenant of its obligations pursuant to the Lease.

Notwithstanding anything to the contrary in this Section, Tenant may, subject to no less than 30 days advance notice to Landlord and subject to the Landlord's consent, which shall not be unreasonably withheld, conditioned, or delayed, assign or transfer this Lease to a Permitted Transferee (each a "Permitted Transfer"), provided that the proposed use of the Premises is

consistent with the Permitted Use, the Permitted Transferee has Sufficient Capital to operate the Premises and Landlord shall not be required, as a result of applicable laws, to make any renovations to the Building or provide special services as a result of such transfer "Permitted Transferee" means: (i) any Affiliate of Tenant; or (ii) a successor to Tenant by merger, consolidation, reorganization or recapitalization of or with Tenant, or the purchase of all or substantially all of Tenant's stock, membership interests, or assets. As used herein, "Affiliate" shall mean any person or entity which, directly or indirectly, owns or controls or is owned or controlled by or is under common ownership or control with Tenant or Whale Tea LLC (50% or more). For purposes of this definition, the word "control," as used in the preceding sentence means, with respect to an entity, the right to exercise, directly or indirectly, 50% or more of the voting rights attributable to the shares of the controlled entity or the possession, directly or indirectly, of the power at all times to direct or cause the direction of the management and policies of the controlled entity. Tenant's Permitted Transferee shall be deemed to have Sufficient Capital if the Permitted Transferee's financial condition is materially equal to or greater than Tenant's financial condition at the time this Lease is executed or at the time notice of the intended transfer is given to Landlord.

21. HOLDING OVER

If the Tenant (or anyone claiming through the Tenant) does not immediately surrender the Premises or any portion thereof upon the expiration of the then applicable Lease Term, or earlier termination date (as expressly provided in this Lease), as applicable, then: (a) the Annual Rental payable by the Tenant hereunder shall be increased to one hundred fifty percent (150%) of the Annual Rental payable by the Tenant during the month immediately preceding such holdover. Any such holdover shall be deemed to be a tenancy from month-to-month. In no event shall any holdover be deemed a permitted extension or renewal of the Lease Term, and nothing contained herein shall be construed to constitute Landlord's consent to any holdover or to give the Tenant any right with respect thereto. Notwithstanding any other provision of this Lease, Landlord's acceptance of Annual Rental during any holdover period shall not in any manner adversely affect Landlord's other rights and remedies under this Lease or by Laws.

22. COVENANTS OF LANDLORD

Landlord represents and warrants that it has the right and authority to enter into this Lease and perform all obligations of Landlord hereunder. Landlord further covenants that, subject to the provisions of this Lease, the Tenant shall during the Lease Term peaceably and quietly occupy and enjoy the full possession of the Premises without hindrance by Landlord or its Representatives.

Landlord represents and warrants to Tenant that: (a) as of the Lease Commencement Date, Landlord has, and as of the Rent Commencement Date, Landlord shall have, fee simple title to the Building; and (b) there are no matters of public record encumbering the Premises and no agreements to which Landlord is a party which would: (i) interfere with or adversely affect Tenant's use and enjoyment of the Premises or prevent Tenant from operating its Premises in accordance with the terms of this Lease, (ii) adversely affect any right granted to the Tenant under this Lease, or (iii) impose on the Tenant any obligation in excess of those set forth in this Lease.

23. LANDLORD AND TENANT RELATIONSHIP

Nothing contained in this Lease shall be construed as creating any relationship between Landlord and the Tenant other than that of landlord and tenant.

24. GENERAL PROVISIONS

24.1 **Waiver of Jury Trial.** LANDLORD, THE TENANT, ALL GUARANTORS, AND ALL REPRESENTATIVES EACH WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND THE TENANT HEREUNDER, THE TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE. LANDLORD, THE TENANT AND ANY REPRESENTATIVE OF LANDLORD EACH WAIVES ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT SITUATED IN THE JURISDICTION IN WHICH THE BUILDING IS LOCATED, AND WAIVES ANY RIGHT, CLAIM OR POWER, UNDER THE DOCTRINE OF *FORUM NON CONVENIENS* OR OTHERWISE, TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

24.2 **Service of Notices.** All notices or other communications required under this Lease shall be in writing and shall be deemed duly given and received when delivered in person (with receipt therefor), on the next Business Day after deposit with an established, overnight delivery service, or on the third Business Day after being sent by United States certified mail, return receipt requested, postage prepaid.

To Landlord:

Vice President for Real Estate & Facilities Management
University of the District of Columbia
4200 Connecticut Avenue, N.W.
Building 38, Suite C-01
Washington, D.C. 20008

with a copy not constituting notice to:
Office of the General Counsel
University of the District of Columbia
4200 Connecticut Avenue, N.W.
Building 39, Room 301Q
Washington, D.C. 20008
Attn: General Counsel

To Tenant:

Yin Jiang
Bleu Tea & Trading LLC DBA The Whale Tea
11141 Deborah Drive
Potomac, Maryland 20854

with a copy not constituting notice to:
Mitchell I. Alkon, Esquire
Alkon Law LLC
6110 Executive Blvd Ste 300
Rockville MD 20852

Landlord's and Tenant's Notice designations set forth above shall be the Parties' respective initial addresses for notices. Either Party may change its designation for notices by sending notice to the other Party in writing in accordance with this subsection.

24.3 Severability. Each provision of this Lease shall be valid and enforceable to the fullest extent permitted by Laws. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby.

24.4 Pronouns. Feminine, masculine or neuter pronouns shall be substituted for those of another form, and the plural or singular shall be substituted for the other number, in any place in which the context may require such substitution.

24.5 Headings. Headings are used for convenience only and shall not be considered when construing this Lease.

24.6 Successors. The provisions of this Lease shall be binding upon and inure to the benefit of the Parties and each of their respective Representatives, successors and permitted assigns.

24.7 Integration. The Parties confirm that this Lease contains and embodies the entire agreement of the Parties hereto and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings, suggestions and discussions, whether written or oral, between the Parties hereto. Any representation, inducement, warranty, understanding or agreement that is not expressly set forth in this Lease shall be of no force or effect.

24.8 Governing Law. This Lease shall be governed by the laws of the District of Columbia, without regard to the application of choice of law principles. There shall be no presumption that this Lease be construed more strictly against the Party who itself or through its Representatives prepared it (it being agreed that all Parties hereto have participated in the preparation of this Lease and that each Party had the opportunity to consult legal counsel before the execution of this Lease). No custom or practice that may evolve between the Parties in the administration of the terms of this Lease shall be construed to waive either Party's right to insist on the other Party's strict performance of the terms of this Lease.

24.9 Amendments. This Lease may be modified or changed in any manner only by an

instrument signed by the duly authorized representatives of both Parties and approved for legal sufficiency by Landlord and the Tenant.

24.10 Time is of the Essence. Time is of the essence with respect to each of the Tenant's and Landlord's obligations hereunder.

24.11 Counterparts. This Lease may be executed in multiple counterparts and by facsimile or e-mail .pdf, each of which shall be deemed an original and all of which together constitute one and the same document.

24.12 No Recordation. Neither this Lease nor a memorandum thereof shall be recorded.

24.13 Federally Prohibited Persons. Tenant warrants that it has not engaged in any dealings or transactions: (i) in contravention of any money laundering laws, regulations or conventions of the United States or (ii) in contravention of Executive Order No. 13224 dated September 24, 2001 issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), as may be amended or supplemented from time to time or any published terrorist or watch list that may exist from time to time. Tenant represents and warrants that neither it nor any person owning any interest in Tenant: (a) is or will be conducting any business or engaging in any transaction with any person appearing on the list maintained by the U.S. Treasury Department's Office of Foreign Assets Control Sanction's List.

24.14 Survival. Subject to applicable Laws and the Anti-Deficiency Act, the Landlord's liabilities and obligations with respect to the period prior to the expiration or earlier termination of the Lease Term shall survive such expiration or earlier termination.

24.15 Force Majeure. Unless specifically provided otherwise, if Landlord or the Tenant is in any way delayed or prevented from performing any of its obligations under this Lease (other than payment obligations) due to a Force Majeure Event, then the time for performance of such obligation shall be excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption or prevention. The foregoing shall not serve to excuse the Tenant's payment of Annual Rental when due under this Lease, unless otherwise specifically provided in the Lease.

Notwithstanding the foregoing or anything to the contrary set forth herein: (a) if Tenant is delayed in performing any of its build-out or opening for business as a result of Force Majeure, including, by way of example only but not limitation if Tenant is delayed in obtaining its permits, the commencement date for any and all of Tenant's financial obligations hereunder (including any component of Annual Rental or payment for Additional Services) shall be tolled one (1) day for each day Tenant is delayed from opening for business to the public as a result of Force Majeure; (b) if, during the twelve (12) month period following the Rent Commencement Date, Tenant is prohibited from operating its business as a result of a Force Majeure Event prohibiting operation of Tenant's business operations, payment of Annual Rental and payment for Additional Services hereunder shall be abated for the period of such Force Majeure Event; and (c) if, during the twelve (12) month period following the Rent Commencement Date, Tenant is prohibited from operating its business at full capacity as a result of an event of Force Majeure Event, Tenant shall continue

the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management and any payment of Annual Rental and payment for Additional Services due during such period shall be thereafter abated proportionately with the degree to which Tenant's use of the Premises is impaired during any such period.

24.16 Review. A Party's review, approval and consent powers (including the right to review design plans or construction drawings), if any, are for such Party's benefit only. Such review, approval or consent (or conditions imposed in connection therewith) shall be deemed not to constitute a representation concerning legality, safety, or any other matter.

24.17 Meaning of Deleted Text. The deletion of any printed, typed or other portion of this Lease shall not evidence the Parties' intention to contradict such deleted portion. Such deleted portion shall be deemed not to have been inserted in this Lease.

24.18 Delivery of Keys upon Termination. At the expiration or earlier termination of the Lease Term, the Tenant shall deliver to Landlord all keys, key cards, parking passes to the Building and the Premises, whether such keys were furnished by Landlord or otherwise procured by the Tenant.

24.19 No Partnership; No Third Party Beneficiaries. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and the Tenant. Nothing contained in this Lease shall be deemed or construed to create any third party beneficiaries. The only entities that the Parties intend to be benefitted by this Lease are Landlord and the Tenant.

24.20 Not a Contract for Goods or Services. This Lease is not intended to be, nor shall it be deemed or construed to be a contract for goods or services. Nothing contained in this Lease, and no future action or inaction by the Tenant under this Lease, shall be deemed or construed to mean that the Tenant has contracted with Landlord to perform any activity at the Premises or the Property that is not ancillary to the conveyance of an interest in real property.

25. ASBESTOS CERTIFICATION.

25.1 Certification. Landlord certifies that to the best of its knowledge it has disclosed all asbestos surveys or inspections within its custody that have been conducted by or on behalf of Landlord concerning the Building (including the Premises). Based upon these surveys and inspections, if any, Landlord further certifies that to the best of its knowledge it has not received any written notice that any asbestos-containing materials ("ACM") in the Building (including the Premises) are in violation of applicable Laws (which violation remains uncured). Landlord has furnished copies of these asbestos surveys or inspections (if any) to the Tenant prior to the Lease Commencement Date. If any asbestos inspection is conducted, Landlord shall furnish a copy thereof to the Tenant ten (10) days prior to the Lease Commencement Date. The certifications made by Landlord regarding asbestos and hazardous waste management contained herein are material representations of fact upon which the Tenant has relied on in entering on into this Lease.

25.2 Inspection; Abatement. Upon discovery by Landlord, or upon notice to Landlord by the Tenant or any other person of the presence of suspected ACM in the Building in violation

of any applicable Laws, Landlord shall promptly, at its sole cost, have the relevant portion of the Building inspected by a firm licensed to perform asbestos inspections. Promptly after receipt by Landlord of the written report of such finding, Landlord shall deliver to the Tenant a copy thereof. Landlord shall at its sole cost and expense cause any ACM in violation of applicable Laws noted in such report to be removed, contained or otherwise brought into compliance with all applicable Laws. Prior to commencement of any abatement action, Landlord shall consult with the Tenant and receive approval of the Tenant, such approval not to be unreasonably withheld, conditioned or delayed concerning the nature of the abatement action. If Landlord fails promptly to commence and diligently pursue removal, containment or other compliance procedures with respect to the ACM after notice to Landlord of the same, the Tenant, after giving Landlord ten (10) Business Days' notice, may elect to perform such work or terminate this Lease, and in either event the Tenant may pursue any other right or remedy available to it under this Lease, at law or in equity. Provided that the asbestos was not placed in the Building by the Tenant and its Representatives, if the asbestos or the abatement action halts or interferes with the Tenant's use of the Premises and in fact the Tenant does not use the Premises for more than five (5) Business Days, then Annual Rental, in proportion to the amount of space rendered unfit for occupancy and vacated, shall be abated beginning on the date that the Tenant ceases to use all or such portion of the Premises.

26. SPECIFIC DISTRICT OF COLUMBIA LAWS

26.1 Anti-Deficiency Limitations.

(a) Whether expressly or impliedly qualified or limited in any section of this Lease, the obligations of the Landlord to fulfill any financial obligation pursuant to this Lease or any subsequent agreement entered into pursuant to this Lease, or referenced herein, to which the Landlord is a party (each, an "**Other Agreement**") are and shall remain subject to the provisions of: (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 and 1511-1519 (2004), and D.C. Official Code §§ 1-206.03(e) and 47-105 (2001); (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (2006 Supp.) ((i) and (ii) collectively, as may be amended from time to time); and (iii) § 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (2006 Supp.), as may be amended from time to time, to the extent applicable to this Lease or any Other Agreement (collectively, "Any Agreement"). To the extent required by the Anti-Deficiency Act, nothing in Any Agreement shall create an obligation of the Landlord in anticipation of an appropriation by the United States Congress ("Congress") or the District of Columbia for such purpose, and the Landlord's legal liability for the payment of any financial obligation or any component thereof under Any Agreement shall arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress and the District of Columbia.

(b) Notwithstanding the foregoing, neither the Landlord or its Representatives shall have any personal liability in connection with the breach of the provisions of this section or in the event of a default by the Landlord under Any Agreement.

(c) No Agent of the Landlord is authorized to obligate or expend any amount under any Agreement unless such amount has been appropriated by Act of Congress or the District of Columbia and is lawfully available.

26.2 Nondiscrimination. Tenant shall not discriminate by segregation or otherwise against any person because of race, color, religion, sex, national origin, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income or place of residence or business in furnishing or by refusing to furnish to such person or persons the use of the Premises, including any and all services, privileges, accommodations and activities provided under this Lease.

26.3 Contingent Fees.

(a) No Contingent Fees. Except for Landlord's broker, if any, Landlord warrants that no person or agency has been employed or retained by Landlord to solicit or obtain this Lease upon an agreement or understanding for a Contingent Fee.

(b) The Parties represent and warrant neither they or their Representatives has received any payment or other consideration for the negotiation, execution, delivery or performance of this Lease, and that no such person has any interest, direct or indirect, in this Lease, the proceeds thereof or related thereto. The negotiation, execution, delivery and performance of this Lease has not been, and shall not be, induced by, the result of or based on Improper Influence.

26.4 Authority.

(a) By executing this Lease, the Tenant represents to Landlord that: (i) it is authorized to enter into, execute and deliver this Lease and perform the obligations hereunder; (ii) this Lease is effective and enforceable against the Tenant in accordance with its terms; (iii) the person signing on the Tenant's behalf is duly authorized to execute this Lease; and (iv) no other signatures or approvals are necessary in order to make all of the representations of the Tenant contained in this section true and correct in all material respects.

(b) Subject to the provisions set forth in Subsection 26.1, by executing this Lease, Landlord represents to the Tenant that: (i) it is authorized to enter into, execute and deliver this Lease and perform its obligations hereunder; (ii) this Lease is effective and enforceable against Landlord in accordance with its terms; (iii) the person signing on behalf of Landlord is duly authorized to execute this Lease; (iv) no other signatures or approvals are necessary in order to make all of the representations of Landlord contained in this section true and correct in all material respects.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have caused their respective duly authorized representative to execute and deliver this Declaration to be effective as of the Declaration Effective Date.

LANDLORD:
UNIVERSITY OF THE DISTRICT OF COLUMBIA

Ronald Mason, Jr.
President

Approved as to form and legal sufficiency:

Avis Marie Russell
General Counsel

TENANT:
Bleu Tea & Trading LLC DBA The Whale Tea

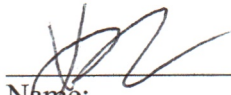
 Owner
Name:
Title:

EXHIBIT A

Site Plan of Premises

The Whale Tea
4340 Connecticut Ave. NW – Space #2

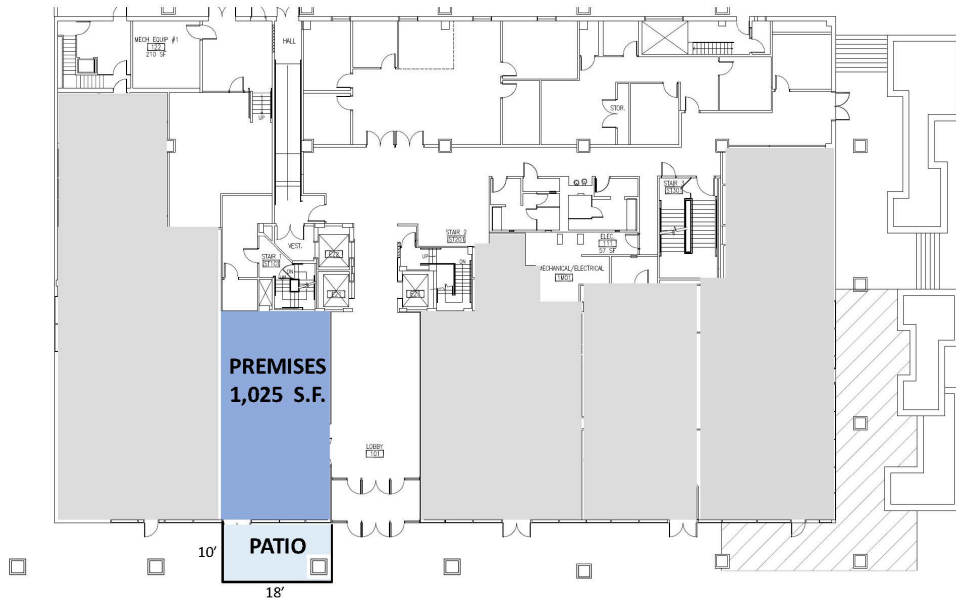


EXHIBIT B

Legal Description of Land

Lot Numbered Four (4) in Square numbered Nineteen Hundred and Sixty-five (1965) in a subdivision made by The National Bank of Washington, as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 163 at folio 67. Said property being formerly known for assessment and taxation purposes as Lot 801, in Square 1965. Known as premises 4340 Connecticut Avenue, N.W.

EXHIBIT C

Form of Declaration of Delivery

DECLARATION OF DELIVERY OF PREMISES

This Declaration of Delivery of Premises (this “**Declaration**”) is attached to and made a part of that certain In-Lease dated the ____ day of _____, 20____, and is made effective as of _____, 20____ (the “**Declaration Effective Date**”), and is entered into by and between the University of the District of Columbia, a public institution of higher education and independent agency of the District of Columbia (“**Landlord**”), and Bleu Tea & Trading LLC DBA The Whale Tea (“**Tenant**”).

Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Lease. Landlord and Tenant do hereby confirm that:

1. the Premises was delivered by Landlord to Tenant on _____, ____ (Lease Commencement Date”;
2. the Rent Commencement Date is hereby established to be _____, ____;
3. the Initial Lease Term shall expire on _____, ____, unless sooner terminated.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and the Tenant has each caused its respective duly authorized representative to execute and deliver this Lease to be effective as of the Lease Commencement Date.

LANDLORD:

UNIVERSITY OF THE DISTRICT OF COLUMBIA

Ronald Mason, Jr.

President

Date: _____

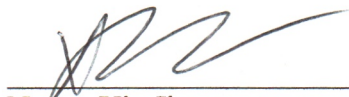
Approved as to form and legal sufficiency:

Avis Marie Russell

General Counsel

TENANT:

Bleu Tea & Trading LLC DBA The Whale Tea



Name: Yin Jiang

Title: *Owner*

EXHIBIT D

Tenant's Signage

EXHIBIT E

Proposed Patio Area Design

GUARANTY

THIS GUARANTY (this "**Guaranty**") is made as of 24th of May, 2023 by Hua Lin, whose address is 6 Industrial Circle, Hamden, Connecticut 06617, and Yin Jiang, whose address is 11141 Deborah Drive, Potomac, MD 20854 (collectively "**Guarantor**"); in favor of the University of the District of Columbia, a public institution of higher education and independent agency of the District of Columbia ("**Landlord**"), whose address is 4200 Connecticut Avenue, NW, Washington, DC 20008.

RECITALS

A. Landlord has been requested by Bleu Tea & Trading, LLC dba The Whale Tea ("**Tenant**"), to enter into that certain Lease Agreement, dated as of the date hereof (the "**Lease**"), for the Premises, as defined in the Lease.

B. Tenant have a material interest in Tenant and Guarantor will derive substantial economic benefit from the execution and delivery of the Lease.

C. Guarantor acknowledges that Landlord would not enter into the Lease unless this Guaranty accompanied the execution and delivery of the Lease.

D. Guarantor hereby acknowledges receipt of a copy of the Lease.

NOW, THEREFORE, in consideration of the execution and delivery of the Lease and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor covenants and agrees as follows:

1. **DEFINITIONS.** Defined terms used in this Guaranty and not otherwise defined herein have the meanings assigned to them in the Lease.

2. COVENANTS OF GUARANTOR.

A. Guarantor jointly, severally, absolutely, unconditionally and irrevocably guarantees, as a primary obligor and not merely as a surety: (i) the full and prompt payment of all Annual Rental, Additional Rent and all other sums and charges of every type and nature payable by Tenant under the Lease, whether due by acceleration or otherwise, including out of pocket costs and expenses of collection (collectively, the "**Monetary Obligations**"); and (ii) the full, timely and complete performance of all covenants, terms, conditions, obligations, indemnities and agreements to be performed by Tenant under the Lease, including any indemnities or other obligations of Tenant that survive the expiration or earlier termination of the Lease (all of the obligations described in clauses (i) and (ii) within this subsection are collectively referred to herein as the "**Obligations**"). If Tenant defaults under the Lease (subject to any applicable grace or cure periods), Guarantor will promptly pay and perform all of the Obligations and pay to Landlord, when and as due, all Monetary Obligations payable by Tenant then due under the Lease, together with all damages and out of pocket costs and expenses to which Landlord is entitled pursuant to any or all of the Lease and this Guaranty.

B. Guarantor agrees with Landlord that: (i) any action, suit or proceeding of any kind or nature whatsoever (an "**Action**") commenced by Landlord against Guarantor to collect Annual Rental, Additional Rent and any other sums and charges due under the Lease for any month or

months shall not prejudice in any way Landlord's rights to collect any such amounts due for any subsequent month or months throughout the Lease Term in any subsequent Action; (ii) Landlord may, at its option, without prior notice or demand, join Guarantor in any Action against Tenant in connection with or based upon either or both of the Lease and any of the Obligations; (iii) Landlord may seek and obtain recovery against Guarantor in an Action (to the extent related to or based upon either or both of the Lease and any of the Obligations) against Tenant or in any independent Action (to the extent related to or based upon either or both of the Lease and any of the Obligations) against Guarantor without Landlord first asserting, prosecuting, or exhausting any remedy or claim against Tenant or against any security of Tenant held by Landlord under the Lease; (iv) Landlord may (but shall not be required to) exercise its rights against each of Guarantor and Tenant concurrently; and (v) Guarantor will be conclusively bound by a final non-appealable judgment by a court of competent jurisdiction in any Action (to the extent related to or based upon either or both of the Lease and any of the Obligations) in favor of Landlord against Tenant, as if Guarantor were a party to such Action, irrespective of whether or not Guarantor is entered as a party or participates in such Action.

C. Guarantor agrees that, in the event of the rejection or disaffirmance of the Lease by Tenant or Tenant's trustee in bankruptcy, pursuant to bankruptcy law or any other law affecting creditors' rights, Guarantor will, if Landlord so requests, assume all obligations and liabilities of Tenant under the Lease, to the same extent as if Guarantor was a party to such document and there had been no such rejection or disaffirmance, and Guarantor will confirm such assumption, in writing, at the request of Landlord upon or after such rejection or disaffirmance. Guarantor, upon such assumption, shall have all rights of Tenant under the Lease to the fullest extent permitted by law.

3. GUARANTOR'S OBLIGATIONS UNCONDITIONAL.

A. This Guaranty is an absolute and unconditional guaranty of payment and of performance, and not of collection, and shall be enforceable against Guarantor without the necessity of the commencement by Landlord of any Action against Tenant, and without the necessity of any notice of nonpayment, nonperformance or nonobservance, or any notice of acceptance of this Guaranty, or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives in advance. The obligations of Guarantor hereunder are independent of, and may exceed, the obligations of Tenant.

B. This Guaranty shall apply notwithstanding any extension or renewal of the Lease, or any holdover following the expiration or termination of the Lease Term or any renewal or extension of the Lease Term.

C. This Guaranty is a continuing guarantee in the following amounts:

- i. Guarantor's liability for Tenant's Annual Rental (as defined in Section 7 of the Lease) obligations under the Lease during Lease Years 1 through 3 shall be the Annual Payments due for the remaining Lease Term.
- ii. As long as Tenant has not been in default of the Lease beyond its applicable cure period, at the beginning of the fourth (4th) Lease Year, Guarantor liability under the Guaranty shall not exceed one (1) year's Annual Rental. The sum of the rolling

guaranty due beginning the fourth (4th) Lease Year shall be calculated based on the Annual Rental due for the fourth (4th) Lease Year.

D. This Guaranty will remain in full force and effect notwithstanding, and the liability of Guarantor hereunder shall be absolute and unconditional irrespective of any or all of the following: (i) any renewals, extensions, modifications, alterations or amendments of the Lease (regardless of whether Guarantor consented to or had notice of same); (ii) any releases or discharges of Tenant other than the full release and complete discharge of all of the Obligations; (iii) Landlord's failure or delay to assert any claim or demand or to enforce any of its rights against Tenant; (iv) any extension of time that may be granted by Landlord to Tenant; (v) any assignment or transfer of all or any part of Tenant's interest under the Lease (whether by Tenant, by operation of law, or otherwise); (vi) any subletting, concession, franchising, licensing or permitting of the Premises or any portion thereof; (vii) any changed or different use of the Premises (or any portion thereof); (viii) any other dealings or matters occurring between Landlord and Tenant; (ix) the taking by Landlord of any additional guarantees, or the receipt by Landlord of any collateral, from Tenant or any other persons or entities; (x) the release by Landlord of any other guarantor; (xi) Landlord's release of any security provided under the Lease; (xii) Landlord's failure to perfect any Landlord's lien or other lien or security interest available under any applicable statutes, ordinances, rules, regulations, codes, orders, requirements, directives, binding written interpretations and binding written policies, rulings, and decrees of all District or federal governments, departments, agencies, commissions, boards or political subdivisions ("**Laws**"); (xiii) any assumption by any person of any or all of Tenant's obligations under the Lease, or Tenant's assignment of any or all of its rights and interests under the Lease, (xiv) the power or authority or lack thereof of Tenant to execute, acknowledge or deliver the Lease; (xv) the existence, non-existence or lapse at any time of Tenant as a legal entity or the existence, non-existence or termination of any corporate, ownership, business or other relationship between Tenant and Guarantor; (xvi) any sale or assignment by Landlord of either or both of this Guaranty and the Lease; (xvii) the solvency or lack of solvency of Tenant at any time or from time to time; or (xviii) any other cause, whether similar or dissimilar to any of the foregoing, that might constitute a legal or equitable discharge of Guarantor (whether or not Guarantor shall have knowledge or notice thereof) other than the full release and complete discharge of all of the Obligations. Without in any way limiting the generality of the foregoing, Guarantor specifically agrees that: (i) if Tenant's obligations under the Lease are modified or amended with the express written consent of Landlord, this Guaranty shall extend to such obligations as so amended or modified without notice to, consideration to, or the consent of, Guarantor; and (ii) this Guaranty shall be applicable to any obligations of Tenant arising in connection with a termination of the Lease, whether voluntary or otherwise. Guarantor hereby consents, prospectively, to Landlord's taking or entering into any or all of the foregoing actions or omissions.

E. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease or by relief of Tenant from any of Tenant's obligations under the Lease or otherwise by: (i) the release or discharge of Tenant in any state or federal creditors' proceedings, receivership, bankruptcy or other proceeding; (ii) the

impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease, resulting from the operation of any present or future provision of the United States Bankruptcy Code (11 U.S.C. § 101 et seq., as amended), or from other statute, or from the order of any court; or (iii) the rejection, disaffirmance or other termination of the Lease in any such proceeding. This Guaranty shall continue to be effective if at any time the payment of any amount due under the Lease or this Guaranty is rescinded or must otherwise be returned by Landlord for any reason, including, without limitation, the insolvency, bankruptcy, liquidation or reorganization of Tenant, Guarantor or otherwise, all as though such payment had not been made, and, in such event, Guarantor shall pay to Landlord an amount equal to any such payment that has been rescinded or returned.

4. WAIVERS.

A. Without limitation of the foregoing, Guarantor waives: (i) notice of acceptance of this Guaranty, protest, demand and dishonor, presentment, and demands of any kind now or hereafter provided for by any statute or rule of law or equity; (ii) notice of any actions taken by Landlord or Tenant under the Lease or any other agreement or instrument relating thereto; (iii) notice of any and all defaults by Tenant in the payment of Annual Rental, Additional Rent or any other charges or amounts, or of any other defaults by Tenant under the Lease; (iv) all other notices, demands and protests, and all other formalities of every kind in connection with the enforcement of the Obligations, omission of or delay in which, but for the provisions of this Section 4, might constitute grounds for relieving Guarantor of its obligations hereunder; and (v) any requirement that Landlord protect, secure, perfect, insure or proceed against any security interest or lien, or any property subject thereto, or exhaust any right or take any action against Tenant or any other person or entity (including any additional guarantor or Guarantor) or against any collateral.

B. GUARANTOR AND LANDLORD HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PERSON OR ENTITY WITH RESPECT TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (i) THIS GUARANTY; (ii) THE LEASE; (iii) ANY LIABILITY OR OBLIGATION OF TENANT IN ANY MANNER RELATED TO THE PREMISES, PATIO OR ANY PORTION THEREOF; (iv) ANY CLAIM OF INJURY OR DAMAGE IN ANY WAY RELATED TO THE LEASE AND/OR THE PREMISES, PATIO (OR ANY PORTION THEREOF); (v) ANY ACT OR OMISSION OF TENANT, ITS AGENTS, EMPLOYEES, CONTRACTORS, SUPPLIERS, SERVANTS, CUSTOMERS, CONCESSIONAIRES, FRANCHISEES, PERMITTEES OR LICENSEES; OR (vi) ANY ASPECT OF THE USE OR OCCUPANCY OF, OR THE CONDUCT OF BUSINESS IN, ON OR FROM THE PREMISES, PATIO (OR ANY PORTION THEREOF). GUARANTOR SHALL NOT IMPOSE ANY COUNTERCLAIM OR COUNTERCLAIMS OR CLAIMS FOR SET-OFF, RECOUPMENT OR DEDUCTION OF ANNUAL RENTAL IN ANY ACTION BROUGHT BY LANDLORD AGAINST GUARANTOR UNDER THIS GUARANTY, EXCEPT TO THE EXTENT ANY SUCH COUNTERCLAIM OR COUNTERCLAIMS OR CLAIMS FOR SET-OFF, RECOUPMENT OR DEDUCTION OF ANNUAL RENTAL IN ANY ACTION ARE MANDATORY PURSUANT TO APPLICABLE LAWS. GUARANTOR HEREBY WAIVES, BOTH WITH RESPECT TO THE LEASE AND WITH RESPECT TO THIS GUARANTY, ANY AND ALL RIGHTS WHICH ARE WAIVED BY TENANT UNDER THE LEASE, IN THE SAME MANNER AS IF ALL SUCH WAIVERS WERE FULLY RESTATED HEREIN. THE LIABILITY OF GUARANTOR UNDER THIS GUARANTY IS PRIMARY AND

UNCONDITIONAL. IN ADDITION, EXCEPT AS OTHERWISE PROVIDED IN THE LEASE, LANDLORD AND GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF ANY BREACH OF THE TERMS OF THIS GUARANTY.

C. Guarantor expressly waives any and all rights to defenses arising by reason of: (i) any “one-action” or “anti-deficiency” law or any other law that may prevent Landlord from bringing any action, including a claim for deficiency, against Guarantor before or after Landlord’s commencement or completion of any action against Tenant; (ii) ANY ELECTION OF REMEDIES BY LANDLORD (INCLUDING, WITHOUT LIMITATION, ANY TERMINATION OF THE LEASE) THAT DESTROYS OR OTHERWISE ADVERSELY AFFECTS GUARANTOR’S SUBROGATION RIGHTS OR GUARANTOR’S RIGHTS TO PROCEED AGAINST TENANT FOR REIMBURSEMENT; (iii) any disability, insolvency, bankruptcy, lack of authority or power, death, insanity, minority, dissolution, or other defense of Tenant (other than the full release and complete discharge of all of the Obligations), of any other guarantor other than the full release and complete discharge of all of the Obligations (or any other Guarantor), or of any other person or entity other than the full release and complete discharge of all of the Obligations, or by reason of the cessation of Tenant’s liability from any cause whatsoever; (iv) any right to claim discharge of any or all of the Obligations on the basis of unjustified impairment of any collateral for the Obligations; (v) any change in the relationship between Guarantor and Tenant or any termination of such relationship; (vi) any irregularity, defect or unauthorized action by any or all of Tenant, any other guarantor (or Guarantor) or surety, or any of their respective officers, directors or other agents in executing and delivering any instrument or agreements relating to the Obligations or in carrying out or attempting to carry out the terms of any such agreements; (vii) any assignment, endorsement or transfer, in whole or in part, of the Obligations, whether made with or without notice to or consent of Guarantor; (viii) the recovery from Tenant or any other Person (including without limitation any other guarantor) becoming barred by any statute of limitations or being otherwise prevented; (ix) the benefits of any and all applicable statutes, laws, rules or regulations which may require the prior or concurrent joinder of any other party to any action on this Guaranty; (x) any release or other reduction of the Obligations arising as a result of the expansion, release, substitution, deletion, addition, or replacement (whether or not in accordance with the terms of the Lease) of the Premises, Patio or any portion thereof; or (xi) any neglect, delay, omission, failure or refusal of Landlord to take or prosecute any action for the collection or enforcement of any of the Obligations or to foreclose or take or prosecute any action in connection with any lien or right of security (including perfection thereof) existing or to exist in connection with, or as security for, any of the Obligations, it being the intention hereof that Guarantor shall remain liable as a principal on the Obligations notwithstanding any act, omission or event that might, but for the provisions hereof, otherwise operate as a legal or equitable discharge of Guarantor. Guarantor hereby waives all defenses of a surety to which it may be entitled by statute or otherwise.

5. SUBORDINATION AND SUBROGATION. Until the full release and complete discharge of all of the Obligations, Guarantor hereby subordinates and postpones any claim or right against Tenant by way of subrogation or otherwise to any of the rights of Landlord under the Lease or otherwise, or in the Premises (or any portion thereof), which may arise by any of the provisions of this Guaranty or by reason of the performance by Guarantor of any of its Obligations

hereunder. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all of the Obligations shall not have been paid and performed in full, Guarantor shall immediately deliver the payment to Landlord for credit against the then outstanding balance of the Obligations, whether matured or unmatured.

6. REPRESENTATIONS AND WARRANTIES OF GUARANTOR. Guarantor represents and warrants that:

A. Guarantor:

(i) Hua Lin resides in New Haven County, Connecticut.

(ii) Yin Jiang resides in Montgomery County, Maryland.

has all requisite power and authority to enter into and perform the obligations under this Guaranty; and this Guaranty is valid and binding upon and enforceable against Guarantor, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws, without the requirement of further action or condition.

B. The financial information provided to the Landlord prior to its execution of the Lease is true and correct.

C. The execution, delivery and performance by Guarantor of this Guaranty does not and will not: (i) contravene any applicable Laws, the organizational documents of Guarantor, if applicable, any order, writ, injunction, decree applicable to Guarantor, or any contractual restriction binding on or affecting Guarantor or any of its properties or assets; nor (ii) result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of the Guarantor's properties or assets.

D. No approval, consent, exemption, authorization or other action by, or notice to, or filing with, any governmental authority is necessary or required in connection with the execution, delivery or performance by, or enforcement against, Guarantor of this Guaranty or any other instrument or agreement required hereunder.

E. There is no action, suit, investigation or proceeding pending, judicial, administrative or otherwise (including without limitation any reorganization, bankruptcy, insolvency or similar proceeding), nor, to Guarantor's knowledge, threatened against or otherwise, affecting Guarantor before any court or other governmental authority or any arbitrator that may, either in any one instance or in the aggregate, materially adversely affect Guarantor's ability to perform its obligations under this Guaranty.

F. Guarantor's execution of this Guaranty will not result in the breach of, or conflict with, or result in the acceleration of, any obligation under any guaranty, indenture, credit facility or other instrument to which Guarantor or any of its assets may be subject or violate any order, judgment or decree to which Guarantor or any of its assets is subject;

G. Intentionally Deleted.

H. Tenant is directly or indirectly owned and/or controlled by Guarantor.

I. Guarantor has derived or expects to derive financial and other advantages and benefits directly or indirectly, from the making of the Lease and the payment and performance of the

Obligations. Guarantor hereby acknowledges that Landlord will be relying upon Guarantor's guarantee, representations, warranties and covenants contained herein.

J. If the Guarantors are a married couple, then each individual Guarantor expressly agrees that recourse may be had against such Guarantor's separate property/ies for all of the Obligations hereunder.

K. Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty.

L. Guarantor has not executed a guaranty that has priority over this Guaranty and will not do so during the Lease Term.

7. FINANCIAL STATEMENTS. Guarantor shall deliver to Landlord the following financial information: (a) on or before forty-five (45) days after the end of each of Guarantor's first three (3) fiscal quarters in each fiscal year during the Lease Term, unaudited financial statements for such fiscal quarter including a balance sheet, income statement, profit and loss statement, statement of cash flows and all other related schedules, prepared in accordance with GAAP and certified to be accurate and complete by Guarantor (or the Treasurer or other appropriate officer of Guarantor, if Guarantor is a corporate entity), and (b) on or before one hundred twenty (120) days after the end of each of Guarantor's fiscal years during the Lease Term, audited financial statements for such fiscal year including, without limitation, a balance sheet (together with all notes thereto), income statement, profit and loss statement, statement of annual cash flows, all in reasonable detail, prepared in accordance with GAAP. Notwithstanding the foregoing, so long as all such financial statements of Guarantor and other information required by this Section 7 is publicly available via EDGAR or Guarantor's website, Guarantor's obligations to deliver financial reports pursuant to this Section 7 shall be deemed to be satisfied.

8. INFORMATION. Guarantor assumes all responsibility for being and keeping itself informed of the financial condition and assets of Tenant and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that Guarantor assumes and incurs hereunder and agrees that Landlord will not have any duty to advise Guarantor of information regarding such circumstances or risks.

9. GUARANTY DEFAULT. Upon the failure of Guarantor to pay the amounts required to be paid hereunder when due following the occurrence and during the continuance of an default under the Lease, Landlord shall have the right to bring such actions against the Guarantor at law or in equity, including appropriate injunctive relief, as it deems appropriate to compel compliance, payment or deposit, and among other remedies to recover its reasonable attorneys' fees in any proceeding, including any appeal therefrom and any post judgment proceedings.

10. NOTICES. Guarantor will inform Landlord of any change of address. Any consents, notices, demands, requests, approvals or other communications given under this Guaranty shall be in writing and shall be given as provided in the Lease, as follows or to such other addresses as either Landlord or Guarantor (as applicable) may designate by notice given to the other in accordance with the provisions of this section:

To Guarantor	
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	<p>For Yin Jang: Yin Jang 11141 Deborah Drive Potomac MD 20854</p> <p>With a copy not constituting notice to:</p> <p>Mitchell I. Alkon, Esquire 6110 Executive Blvd Ste 300 Rockville MD 20852</p> <p>For Hua Lin: Hua Lin 6 Industrial Circle Hamden CT 06617</p>
To Landlord	<p>Vice President for Real Estate & Facilities Management University of the District of Columbia 4200 Connecticut Avenue, N.W. Building 38, Suite C-01 Washington, D.C. 20008</p> <p>with a copy not constituting notice to: Office of the General Counsel University of the District of Columbia 4200 Connecticut Avenue, N.W. Building 39, Room 301Q Washington, D.C. 20008 Attn: General Counsel</p>

11. GOVERNING LAW; CONSENT TO JURISDICTION. Guarantor and Landlord hereby agree that this Guaranty and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the District of Columbia applicable to contracts made and performed therein. Any legal suit, action or proceeding arising out of or relating to this Guaranty may be instituted in any District or federal court in the District of Columbia, and Landlord and Guarantor each waives any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding in such federal or District court, and Landlord and Guarantor each hereby expressly and irrevocably submits to the jurisdiction of any such court in any suit, action or proceeding.

12. ESTOPPEL CERTIFICATE. Guarantor shall, from time to time within fifteen (15) days after receipt of Landlord's request, execute, acknowledge and deliver to Landlord an estoppel certificate in the form provided by the Landlord. Such certificate may be relied upon by Landlord

and any prospective purchaser, landlord of all or a portion of the Premises, Patio (or any portion thereof).

13. MISCELLANEOUS.

A. Guarantor further agrees that Landlord may, without notice, assign this Guaranty in whole or in part to the extent permitted by the Lease. If Landlord disposes of its interest in the Lease in accordance with the Lease, the term "Landlord," as used in this Guaranty, shall mean Landlord's successors and assigns.

B. Guarantor promises to pay all out of pocket costs of collection or enforcement incurred by Landlord in exercising any remedies provided for in the Lease or this Guaranty whether at law or in equity.

C. If any portion of this Guaranty shall be deemed invalid, unenforceable or illegal for any reason, such invalidity, unenforceability or illegality shall not affect the balance of this Guaranty, which shall remain in full force and effect to the maximum permitted extent.

D. The provisions, covenants and guaranties of this Guaranty shall be binding upon Guarantor and its successors and assigns (it being understood that Guarantor shall not have the right to assign its obligations under this Guaranty without the prior written consent of Landlord in Landlord's sole and absolute discretion), and shall inure to the benefit of Landlord and its successors and assigns, and shall not be deemed waived or modified unless such waiver or modification is specifically set forth in writing, executed by Landlord or its successors and assigns, and delivered to Guarantor.

E. Whenever the words "include", "includes", or "including" are used in this Guaranty, they shall be deemed to be followed by the words "without limitation", and, whenever the circumstances or the context requires, the singular shall be construed as the plural, the masculine shall be construed as the feminine and/or the neuter and vice versa. This Guaranty shall be interpreted and enforced without the aid of any canon, custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provision in question.

F. Each of the rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law or in the Lease or this Guaranty.

G. The Recitals set forth above are hereby incorporated by this reference and made a part of this Guaranty.

H. This Guaranty shall not be amended or modified by the Guarantor, except in writing by the Guarantor and accepted and acknowledged in writing by the duly authorized representative of the Landlord.

I. Guarantor: (i) represents that it has been represented and advised by counsel in connection with the execution of this Guaranty; (ii) acknowledges receipt of a copy of the Lease Documents; and (iii) further represents that Guarantor has been advised by counsel with respect thereto. This Guaranty shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against Guarantor or Landlord, and as a whole, giving effect to all of the terms, conditions and provisions hereof.

J. Except as provided in any other written agreement now or at any time hereafter in force between Landlord and Guarantor, this Guaranty shall constitute the entire agreement of Guarantor with Landlord with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof will be binding upon Landlord or Guarantor unless expressed herein.

K. All stipulations, obligations, liabilities and undertakings under this Guaranty shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of Landlord and to the benefit of Landlord's successors and assigns.

L. Whenever the singular shall be used hereunder, it shall be deemed to include the plural (and vice-versa) and reference to one gender shall be construed to include all other genders, including neuter, whenever the context of this Guaranty so requires. Section captions or headings used in the Guaranty are for convenience and reference only, and shall not affect the construction thereof.

M. No Third Party Beneficiaries. Landlord and its successors and assigns are the beneficiaries of this Guaranty. No other person shall be a third-party beneficiary hereof.

N. This Guaranty may be executed in any number of counterparts, each of which shall be a valid and binding original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Guaranty effective as of the date first written above.

GUARANTOR:

By: _____

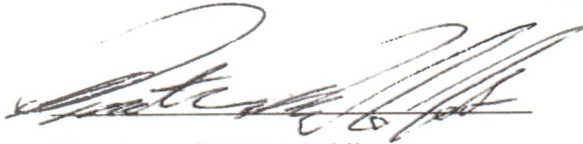
Name: Hua Lin

Date: 5/24/2023

Connecticut, New Haven
ss: Orange
)

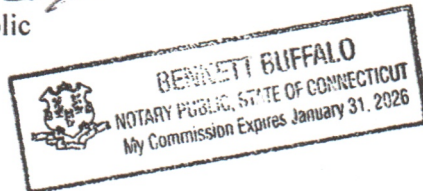
I, Bennett Buffalo, a Notary Public in and for the jurisdiction shown above, do hereby certify that Hua Lin, personally appeared before me, and being personally known to me or who provided the following as identification: CT DL and Debit Card, executed the foregoing Guaranty.

Witness my hand and official seal this day 24th of May, 2023.



Signature of Notary Public

[NOTARIAL SEAL]



IN WITNESS WHEREOF, the parties hereto have executed this Guaranty effective as of the date first written above.

GUARANTOR:

By: [Signature]
Name: Yin Jiang
Date: 5/25/2023

_____))
SS: Maryland
 Montgomery

I, Michael Miller-Mercer, a Notary Public in and for the jurisdiction shown above, do hereby certify that Yin Jiang, personally appeared before me, and being personally known to me or who provided the following as identification: Drivers License, executed the foregoing Guaranty.

Witness my hand and official seal this day 25 of May, 2023.

[Signature]

Signature of Notary Public

MICHAEL MILLER-MERCER
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 19, 2025

[NOTARIAL SEAL]



ACKNOWLEDGED AND AGREED:

LANDLORD:

University of the District of Columbia

By: _____
Ronald Mason, Jr.
President

Date: _____

Approved as to form and legal sufficiency

By: _____
Avis Marie Russell
General Counsel

MEMORANDUM

TO: Board of Trustees-Operations Committee

FROM: David A. Franklin, Chief Operating Officer *David A. Franklin*

DATE: June 8, 2023

SUBJECT: Lease Agreement for The Whale Tea

The University of the District of Columbia ("University") and Bleu Tea & Trading LLC dba The Whale Tea, have negotiated the terms of a rental agreement. The Whale Tea will lease Retail Space #2 located at 4340 Connecticut Ave NW, Washington, DC for the operation of a restaurant.

Description of Business

Tenant shall use the premises for retail store selling bubble tea, bakery and related café items, drinking items and other food items, as long as they do not violate any other exclusives. Tenant shall have the use of the outdoor patio directly in front of the Premises, subject to obtaining governmental approvals and permits for such use. The Tenant shall be responsible for any public space costs associated with the applicable approvals. Whale Tea is a private company based out of Potomac, Maryland. The Whale Tea operates 19 stores nationwide, this will be the first location in the DMV region.

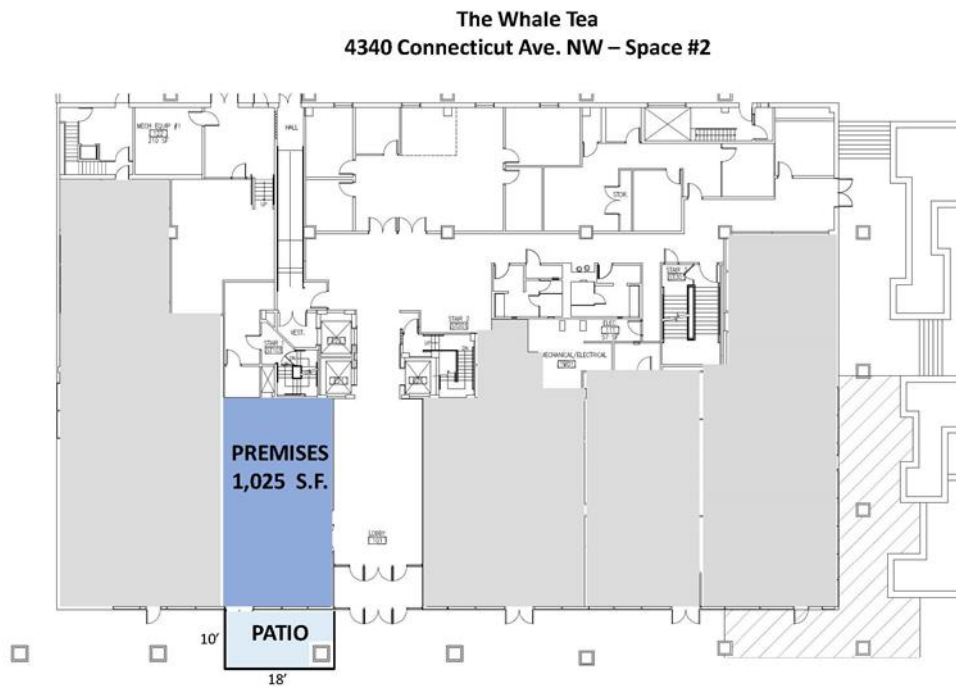
Key Terms

1. The size of the space to be leased is approximately 1,025 rentable square feet.
2. In lieu of a cash Tenant Improvement Allowance, the University shall abate the Base Rent for the first twelve (12) months of the lease term following Rent Commencement Date.
3. The lease term is ten (10) years from the Rent Commencement Date with two (2) five (5)-year renewal options.
4. Initial rent is \$50.00 per rentable square foot and will increase at 2% every year.
5. Rent will commence the earlier of (i) one hundred and eighty (180) days following Tenant's receipt of building permits in order to commence construction or (ii) the date of the Tenant's opening for business. However, in no event shall the Rent Commencement exceed three hundred and sixty (360) days following Lease execution.
6. Tenant will receive a rent abatement of 100% for the first twelve (12) months after the Rent Commencement Date.
7. Tenant shall pay for its own consumption of utilities (via a separate meter/sub-meter provided by the University) to the utility companies providing service.
8. Tenant shall be entitled to erect the maximum exterior building signage consistent with the University's criteria and subject to government approval.

Financials

Financial details are provided in the Fiscal Impact Statement

Proposed Location



If you have questions or need additional information, feel free to contact my office at your convenience.

Fiscal Impact Statement

TO: The Board of Trustees
FROM: David A. Franklin, Chief Operating Officer *David A. Franklin*
DATE: June 8, 2023
SUBJECT: Lease Agreement for Blue Tea & Trading LLC DBA The Whale Tea

Conclusion

University has sufficient operational funding to cover the preparation costs and operating expenses associated with the proposed lease of the demised premises located at 4340 Connecticut Avenue, NW, Space #2 (the “Property”). The proposed lease will not have a negative financial impact to the University.

Background

The University has partnered with Civitas Bedrock and KLNb as brokers to locate and attract Blue Tea & Trading dba The Whale Tea to negotiate an agreement with the University to lease retail Space #2 at 4340 Connecticut Ave NW, Washington DC 20008.

The tenant shall lease approximately 1,025 rentable square feet space.

In lieu of a cash Tenant Improvement Allowance, the University shall abate the Base Rent for the first twelve (12) months of the lease term following Rent Commencement Date.

Fiscal Impact

The terms of the lease and other key costs will be outlined in the lease agreement.

Annual Rent

The University proposes an initial ten (10) year term with two (2) five (5)-year extension options.

The proposed initial rent will escalate at 2% per lease year.

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) the date of Tenant's opening for business. Outside date for Rent Commencement shall be 360 days following lease execution.

Lease Year	Base Rent per/sq ft	Annual Base Rent	Monthly Base Rent
1	\$50.00	\$51,250.00	\$4,270.83
2	\$51.00	\$52,275.00	\$4,356.25
3	\$52.02	\$53,320.50	\$4,443.38
4	\$53.06	\$54,386.91	\$4,532.24
5	\$54.12	\$55,474.23	\$4,622.85
6	\$55.20	\$56,582.46	\$4,715.21
7	\$56.30	\$57,711.60	\$4,809.30
8	\$57.43	\$58,861.65	\$4,905.14
9	\$58.58	\$60,043.07	\$5,003.59
10	\$59.75	\$61,245.39	\$5,103.78

University Build-out Costs

The Tenant will pay for all build out.

Operating Expenses

The Tenant will pay all operating expenses.

Real Estate Taxes

The Tenant will pay real estate taxes.

Furniture, Fixtures & Equipment (FF&E)

The Tenant will provide all FF&E at its own expense.

Risk Assessment

As of the date of this statement, there is very little risk to the University.

The University may need to fund environmental remediation if hazards are located during tenant's buildout. The tenant will pay for all improvement and operating expenses.

The tenant is responsible for utility expenses.

Financial Impact

Based on the information provided, there are no other anticipated negative financial impacts.

Proposed Location

