

COMMERCIAL PROPERTY LEASE

THIS LEASE, is made this 1st day of *May 2016* by and between 532022GA, LLC (hereinafter called the "Landlord"), and *Mengestie Leuel* (hereinafter called the "Tenant")

WITNESSETH:

1. **PREMISES.** For and in consideration of the promises and covenants mutually exchanged herein and for other good and valuable consideration, the Landlord hereby leases and demises to the Tenant the Premises known as 5320 Georgia Avenue, NW #2 Washington, D.C. The premises are to be used solely for commercial purposes. If applicable, Tenant shall obtain, maintain and display on the premises all Certificates, Permits, licenses and inspections as required by the District of Columbia. The premises are conveyed to the Tenant in "AS IS" condition, with no warranty whatsoever. The Premises constitutes solely the unit itself and the common areas. Use of any other area(s) of the building are prohibited.

2. **TERM.** The term of this Lease is 3 years, commencing on the 1st day of *May, 2016*, and ending at midnight on the ~~30~~ day of *April, 2019*. Tenant has an option to renew for ~~NO~~ additional term of ~~0~~ year provided each and every term of this lease agreement is in full compliance, there are no late payments and all rents and additional rents are paid in full.

3. **RENTAL CONTRACT.** In consideration of this Agreement, Tenant agrees to pay to the Landlord the contract sum of *Sixty three thousand fifty four 36/100 (63,054.30)* Dollars, base rent. The sum is payable, in advance, without demand, on the first day of each calendar month, in monthly installments of \$1,700 for the first year starting on the 1<sup>st</sup> day of *May 2016*. All installments of rents and additional rents as set forth herein are due and payable without notice or demand and without any set-off, allowance, counterclaim, abatement or reduction, and the Tenants Specifically waive any and all requirements of a Notice to Quit or other notice as may otherwise be required by law before the Landlord may avail himself of the remedies provided under law for the enforcement of the provisions of this Lease. The base rent in year two increases by three (3%) percent to \$*1,751.00* per month and 3% for each year after.

4. **TAXES AND UTILITIES.** In addition to the base rent, the tenant pays the sum of \$~~000~~ Dollars per month as additional rent for its pro-rata share of District of Columbia Real Property Taxes. Tenant shall pay *20%* percent of the water bill. This charge shall be considered rent due under this Lease. Payment due immediately upon receipt of water bill by Tenant. Each unit is self-contained, tenant pays all utilities.

5. **LATE FEES.** A late fee of Five (5%) percent shall be assessed as additional rent for any payment of rent or additional rent not made within five days of the first of each month.

6. **COLLECTION.** In the event that the Landlord must take any legal or collection action to enforce the provisions of this Lease, in Court or otherwise, or for repossession of the premises, or for damages for breach of any provision herein, the Tenant agrees to pay all costs of such action, whether the action is settled or not, including, but not limited to attorney's fees equal to twenty-five percent (25%) of the amount due or requested in the action. Such payment of costs and fees shall be added to the principal amount due hereunder and considered as additional rent.

7. **TENANTS RESPONSIBILITIES.** The Premises are let in "as is" condition. The tenants shall make any and all repairs therein at their own expense. The Tenants shall maintain the premises in good repair, clean and uncluttered, and will provide for its own disposal of trash and garbage. Tenant may not use trash buns at rear of the building. The Tenants shall use the premises only for their commercial purposes, and for no other purposes. The shall not conduct any activity or make any alterations to the premises which will result in a demand for high-risk fire and hazard insurance premium for the property. Tenant may not use any portion of the exterior of the premises for display or sale of its products.

8. **INSURANCE.** Within thirty days of the execution of this Lease, the Tenant shall carry and maintain a business package policy containing fire and hazard coverage with at least Five Hundred Thousand (\$500,000.00) Dollars replacement cost for the building, and commercial general liability coverage having limits no less than \$1,000,000/\$2,000,000 for bodily injury, and \$300,000 for property damage, naming the Landlord as additional insured. On each premium anniversary date, the Tenant shall present to the Landlord a paid receipt for the said premium, which receipt shall indicate the policy limits and named insured. Tenants herewith indemnify and hold harmless the Landlord from any and all claims of any kind whatsoever sustained by persons or property while in or on the demised premises. This insurance coverage is an express condition of the Lease. If Tenant does not obtain adequate insurance coverage as set forth above, it will constitute a direct breach of this Lease as a contract.

9. **SECURITY DEPOSIT.** Upon execution of this Lease, the Tenants tender and the Landlord acknowledges receipt of a Security Deposit in the amount of \$1,700.00 which sum shall be kept by the Landlord for the full and faithful compliance with the terms of this Lease and the return of the premises in clean and useable condition. The Security Deposit shall not bear interest. Non-tender of security deposit by Tenant before or contemporaneous with the signing of this lease shall constitute an immediate default by Tenant.

10. **LIENS.** Tenant shall not permit any Mechanics or other liens or encumbrances of any kind whatsoever to be placed on the premises or upon this Lease, and shall promptly seek and obtain the removal of any such liens placed voluntarily or

against its will. Landlord shall have a first lien upon all furniture, furnishings, equipment, inventory, licenses and permits of the Tenants for the satisfactory completion of all payments required herein.

**11. BANKRUPTCY.** If the Tenant seeks protection under the United States Bankruptcy laws during the term of this Lease, or is involuntarily placed in bankruptcy by creditors, the Landlord may, at the Landlord's sole option, declare this Lease null and void. In the alternative, the Landlord may seek to lift the automatic stay as a secured creditor, the security being the assets of the Tenant's business.

**12. USE OF PREMISES, FIXTURES.** Tenant may decorate the premises for its commercial purpose(s). If any tenant supplied equipment, including but not limited to, plumbing, trade fixtures, lighting, refrigeration, cooling and heating equipment, sinks, stoves, ovens, and furnishings are not "installed" on the premises, but are portable, without injury to wall, floors, or ceilings, it may be removed by the Tenant at the end of the term, provided all other provisions herein are in full compliance. Tenant shall pay for any "Improvements" to the premises and Landlord shall have sole and exclusive approval over the selection of contractors who carry out such "Improvements."

**13. ALTERATIONS.** Tenants will not make any structural alterations, including but not limited to removal or replacement of plumbing fixtures, to the property, whether interior or exterior, without first obtaining expressed written approval from the Landlord. Nor will the Tenants erect any exterior signs without first obtaining the proper permit from the District of Columbia and the expressed written approval of the Landlord.

**14. TERMINATION.** Upon termination of the Lease term, the Tenant shall leave the premises in good order on or before the final day, and shall allow the Landlord to show the premises to potential new tenants and/or brokers during normal business hours during the final four months of the term demised herein. Landlord may elect to deem as conclusively abandoned all property of the Tenant remaining on the premises after the last day of the term of this lease and such property may be removed by Landlord, and tenant shall reimburse Landlord for the cost of such removal, Landlord may have any such property stored at Tenant's risk and expense.

**15. EMINENT DOMAIN, CONDEMNATION.** If the demised premises or any part thereof shall be taken or condemned by any competent authority for any public or quasi public purpose, then the term of this Lease shall cease from the date that possession must be surrendered to the taking authority, and the rent shall be apportioned to the date of surrender.

**16. ASSIGNMENT.** This Lease may not be assigned, nor can the premises, or any part of the premises, be sublet, without the expressed written consent of the Landlord. Assignment or sublet of the Lease, or the premises, or any part thereof is within the complete and absolute sole discretion of the Landlord

**17. SUBORDINATION, ATTORNMENT.** This lease is subject and subordinate to the lien of all and any mortgages (including deeds of trust and similar security instruments), which may now or hereafter encumber or otherwise affect the real estate of which the demised premises are a part, or Tenant's leasehold interest therein, and to all and any renewals, extension, modifications, recasting, or refinancing thereof. In confirmation of such subordination, Tenant shall, at Landlord's, promptly execute any requisite or appropriate certificate or other document. Tenant hereby constitutes and appoints Landlord as Tenant's attorney-in-fact to execute any such certificate for or on behalf of Tenant, if Tenant does not execute said certificate within five days for receipts hereof.

Tenant agrees that in the event any proceedings are brought for foreclosure of any such mortgage, Tenant will attorn to the purchaser at such foreclosure sale, if requested to do so by such purchaser and to recognize such purchaser at the Landlord's successor under this agreement, and Tenant waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Tenant any right to terminate or otherwise adversely affect this agreement, and the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed.

**18. COMMON AREAS.** Tenant, at its own cost and expense, shall keep all common areas adjacent to the premises, free and clear of any debris, refuse, snow, ice, or other obstruction. In the event the Tenant fails to remove the obstruction, snow or ice, the Landlord may, at its option, have the same removed and add the expenses of such removal to the rent required herein.

**19. ENTRY BY LANDLORD.** Landlord may enter the premises at any reasonable time, upon 24 hours notice to Tenant (except that no notice need be given in case of any emergency) for the purposes of inspection or the making of such repairs, replacements, or additions in, to, on and about the premises or the building, or to power down electric/ utilities (in the case of an extended absence by Tenant) as Landlord deems necessary or desirable.

**20. HOLDOVER.** If tenant holds over or occupies the premises beyond the Lease Term (it being agreed there shall be no such holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to twice the monthly rent prorated for the number of days of such holding over. In the case of holdover, late fees shall be 10% of the holdover rent rate. If Tenant holds over with or without Landlord's written consent, Tenant shall occupy the premises on a tenancy from month to month and all other terms and provisions of this Lease shall be applicable to such period.

**21. WAIVER OF JURY TRIAL.** The tenants expressly waive any right to have a jury determine their rights in any legal action pertaining to this Lease Agreement or any of the terms and conditions herein.

22. **INTEGRATION.** This constitutes the entire agreement of the parties. Any alterations or modifications hereto must be in writing and executed with the same formality as this Agreement. The failure of any one condition herein by operation of law or impossibility of performance will not negate any other term or condition herein. The waiver of strict compliance with any term or condition in any one instance does not constitute a waive in any other instance.

23. **CHOICE OF LAW.** This Agreement is made in the District of Columbia and shall be construed according to its law

24. **TIME OF THE ESSENCE.** Time is of the essence in all respects pertaining to the terms and provisions of this Lease.

25. **NOTICES.** All Notices to the Tenant shall be delivered by hand or by first class mail to the leased premises. All Notices to the Landlord shall be delivered by hand or by first class mail to its Manager at 2613 Higbee Road, Adelphi, MD 20783, and all payments provided herein shall be received by the Landlord at the above address on or before the appropriate due dates.

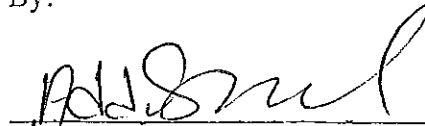
26. **SUCCESSORS.** All rights and liabilities herein given to or imposed upon their respective parties hereto shall bind and inure to the several respective heirs, successors, or assigns of the parties who shall be bound jointly and severally by this Lease. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment was approved by Landlord in writing as provided herein.

IN WITNESS WHEREOF, the parties hereto set their hand and seals on the day an year first hereinabove set forth.

FOR THE LANDLORD:

532022GA, LLC

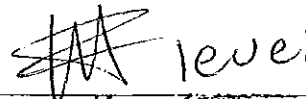
By:



Addis Gebremariam,

May 30, 2016

FOR THE TENANT:



Printed Name: Level Mengestie

May 30, 2016