

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

4800 WISCONSIN AVENUE LLC
c/o Magruder Cook & Koutsouftikis
1889 Preston White Drive, Suite 200
Reston, VA 20191

Plaintiff,

v.

Case No.: _____

CLASSIC MOTORS OF WASHINGTON, D.C., LLC
4800 Wisconsin Avenue, NW
Washington, D.C. 20016

SERVE: Northwest Registered Agent
Service Inc., Registered Agent
1150 Connecticut Ave NW, Suite 900
Washington, D.C. 20036

and

CESARE F. SANTANGELO a/k/a CESARE F.
SNATANGELO a/k/a CESARE F.
SANTANGELO, M.D.
4751 Reservoir Road
Washington, D.C. 20007

Defendants.

VERIFIED COMPLAINT

1. This is an action for breach of contract (specifically, a written commercial lease for property located within Washington, D.C. and a written guaranty of such lease) and money damages (including an award of attorneys' fees).

Jurisdiction

2. This Court has jurisdiction pursuant to D.C. Code §§ 11-921 and 13-423, and the amount in controversy is more than \$10,000.00, exclusive of interest, costs and attorneys' fees.

Parties

3. Plaintiff, 4800 Wisconsin Avenue LLC ("Landlord" or "Plaintiff"), is a Delaware limited liability company that is duly qualified to conduct business in Washington, D.C.

4. On information and belief, Defendant Classic Motors of Washington, D.C., LLC ("Tenant") is a District of Columbia limited liability company and is duly qualified to conduct business in Washington, D.C.

5. On information and belief, Tenant's registered agent is Northwest Registered Agent Service Inc. with an address for service of process at 1150 Connecticut Avenue, NW, Suite 900, Washington, D.C. 20036.

6. On information and belief, Defendant Cesare F. Santangelo a/k/a Cesare F. Snatangelo a/k/a Cesare F. Santangelo, M.D. ("Guarantor" and collectively with Tenant, the "Defendants") is a resident of the District of Columbia who resides at 4751 Reservoir Road, Washington, D.C. 20007.

Statement of Applicable Facts

7. Landlord is the owner of the nonresidential real property and improvements located at 4800 Wisconsin Avenue, NW, Washington, D.C. 20016 (the "Premises").

8. Landlord and Tenant are parties to a Lease Agreement dated February 15, 2016 (the "Lease") pursuant to which Tenant leases the Premises from the Landlord.

9. A true, accurate, and complete copy of the Lease is attached hereto as Exhibit 1 and incorporated by reference herein.

10. The natural term of the Lease expired on February 15, 2018, and continued on a month-to-month basis thereafter pursuant to the terms of the Lease. (Exh. 1 at §§ 1.1 and 19.18).

11. The Lease provides that Tenant shall pay Basic Rent (as that term is defined in the Lease) in advance on the first day of each calendar month, without demand thereof and without setoff or deduction. (Exh. 1 at § 3.1(a)).

12. The Lease provides that if Tenant remains in possession of the Premises after the expiration of the Lease, and without execution of a new lease, it shall be deemed occupying the Premises as a tenant from month-to-month under the same terms and conditions of the Lease, except that Tenant shall pay Basic Rent of one hundred fifty percent (150%) of the current Basic Rent for the Premises. (Exh. 1 at § 19.18).

13. The Lease further obligates Tenant to pay to Landlord, as Additional Rent, all utility charges, maintenance, repair, and replacement expenses, all expenses relating to compliance with laws, and all other costs, fees, charges, expenses, reimbursement and obligations of every kind and nature whatsoever relating to the Premises. (Exh. 1 at § 3.3).

14. Pursuant to the Lease, Basic Rent and Additional Rent together with all sums due and payable under the Lease shall hereinafter be referred to as Rent. (Exh. 1 at § 3.3).

15. The Lease provides that if any payment of Rent is not received by Landlord within ten (10) days following notice that the same is due and has not been paid, then such delinquent Rent shall bear interest at an annual rate equal to four (4) percentage points per annum in excess of the published "prime rate" published by the Wall Street Journal from the date when the delinquent Rent is due until paid. (Exh. 1 at § 3.4).

16. The Lease provides that it shall be an Event of Default if Tenant fails to pay Rent when due and such failure continues for five (5) business days after written notice from Landlord that Rent is delinquent. (Exh. 1 at § 12.1(b)).

17. Upon the occurrence of an Event of Default under the Lease, Landlord may at its option pursue any one or more of the remedies set forth in Section 12.1 of the Lease. (Exh. 1 at §§ 12.1(e) - 12.1(g)).

18. Pursuant to the terms of the Lease, Landlord is entitled to the recovery of its reasonable attorneys' fees and expenses in enforcing the Tenant's obligations under the Lease. (Exh. 1 at §§ 12.2 and 19.21).

19. As consideration for, and as inducement to Landlord to enter into the Lease, Guarantor signed a Guaranty dated February 15, 2016.

20. A true, accurate, and complete copy of the Guaranty is attached hereto as Exhibit 2 and incorporated by reference herein.

21. The Guaranty is irrevocable, unconditional and absolute. (Exh. 2 at § 1).

22. Pursuant to the Guaranty, Guarantor guaranteed that all sums stated in the Lease payable by Tenant will be promptly paid in full when due in accordance with the Lease and that Tenant will perform and observe each and every covenant and agreement in the Lease required to be performed and observed by Tenant. (Exh. 2 at § 1).

23. Pursuant to the Guaranty, Guarantor expressly waived any right that Guarantor may have to require Landlord to proceed first against Tenant for any obligation or liability that is guaranteed by Guarantor under the Guaranty. (Exh. 2 at §§ 1, 7, and 9).

24. Pursuant to the Guaranty, Guarantor waived the right to receive a notice of default or notice of any obligations or liabilities contracted or incurred by Tenant. Exhibit 2 at § 9.

25. Pursuant to the Guaranty, Guarantor's liability is limited to \$100,000.00, plus attorneys' fees and court costs incurred to enforce the terms of the Guaranty. (Exh. 2 at § 13).

COUNT I – Breach of Contract/Lease (Damages)

26. Paragraphs 1-25 are incorporated by reference as if fully set forth herein.

27. Beginning in or around September 2017, Tenant ceased to fully and timely remit payment of Rent to Landlord.

28. Landlord, through counsel, sent to Tenant a Notice of Default dated December 15, 2017 (the "Notice of Default") advising Tenant of the occurrence of a default under the Lease due to, *inter alia*, Tenant's failure to pay Rent as and when due under the Lease and demanded payment of the same within five (5) business days.

29. A true, accurate and complete copy of the Notice of Default is attached hereto as Exhibit 3 and incorporated by reference herein.

30. The Notice of Default was sent to Tenant in accordance with the Lease. (See Exh. 1 at § 19.4).

31. Tenant received the Notice of Default. (See Exh. 3).

32. Landlord, through counsel, sent to Guarantor a Notice of Default dated December 15, 2017 (the "Guarantor Notice") advising Guarantor of the occurrence of a default under the Lease due to Tenant's failure to pay Rent as and when due under the Lease and demanded payment of the same within five (5) business days.

33. A true, accurate and complete copy of the Guarantor Notice is attached hereto as Exhibit 4 and incorporated by reference herein.

34. The Guarantor Notice was sent to Guarantor in accordance with the Guaranty. (See Exh. 2 at § 11).

35. Guarantor received the Guarantor Notice. (See Exh. 4).

36. Despite demand, neither Tenant nor Guarantor paid Landlord the full amount of Rent due under the Lease within five (5) business days of the effective date of the Notice of Default and/or Guarantor Notice, or at all.

37. As a result of Defendants' failure to pay all amounts owed under the Lease within five (5) business days of the effective date of the Notice of Default and/or Guarantor Notice, an Event of Default occurred under the Lease.

38. Landlord, through counsel, sent to Tenant a Notice of Event of Default dated January 3, 2018 (the "Notice of Event of Default") advising Tenant of the occurrence of an Event of Default under the Lease due to Tenant's failure to pay Rent.

39. A true, accurate and complete copy of the Notice of Event of Default is attached hereto as Exhibit 5 and incorporated by reference herein.

40. The Notice of Event of Default was sent to Tenant in accordance with the Lease. (See Exh. 1 at § 19.4).

41. Tenant received the Notice of Event Default. (See Exh. 5).

42. As a result of the occurrence of an Event of Default under the Lease, Landlord filed a Verified Complaint for Real Property, case no. 2018 LTB 5334 (the "Complaint"), in the Superior Court of the District of Columbia – Landlord and Tenant Branch.

43. On March 29, 2018, Landlord obtained a default, non-redeemable judgment for possession against Tenant (the "Possession Judgment").

44. On March 29, 2018, Landlord obtained a default money judgment for \$66,780.00 against Tenant, reflecting Rent due through March 14, 2018, on the Complaint (the "Money Judgment" and collectively with the Possession Judgment, the "Judgments").

45. Tenant was evicted from the Premises on May 10, 2018.

46. As of the date of filing this Verified Complaint, Defendants have failed to remit any payments towards the Judgments, or Rent that has continued to accrue under the Lease after through and including May 10, 2018.

47. Tenant's failure to make all payments of Rent and other charges as and when due under the Lease constitutes a material breach of and default under the Lease.

48. Tenant's failure to remit payment of Rent to Landlord when due constitutes an Event of Default under the Lease. (Exh. 1 at § 12.1(b)).

49. A true, accurate, and complete copy of a Statement of Account prepared and maintained by Landlord with respect to the Lease, and the Premises (exclusive of attorneys' fees, interest, but inclusive of expenses and damages incurred by Landlord as a result of the Event of Default and returning the Premises to rentable condition) (collectively the "Accounting") is attached hereto as Exhibit 6 and incorporated herein by reference.

50. Exhibit 6 accurately reflects the Rent due under the Lease (exclusive of attorneys' fees, interest, and court costs for which Landlord reserves all rights).

51. Exhibit 6 accurately reflects the Rent that came due under the Lease from through Tenant's eviction from the Premises on May 10, 2018 (inclusive of application of the security deposit, but exclusive of attorneys' fees, court costs, and Interest, and for which Landlord reserves all rights) totals a minimum of \$89,158.93. See Exhibit 6.

52. Tenant's failure to comply with the payment terms of the Lease constitutes an Event of Default thereunder by which Landlord has been and continues to be damaged. (Exh. 1 at § 12.1(b)).

53. As a result of the occurrence of an Event of Default under the Lease, Landlord has incurred and will continue to incur substantial attorneys' fees to enforce the terms of the Lease and/or in direct response to Tenant's failure to perform its obligations under the Lease.

54. Tenant is liable to Landlord for all unpaid Rent and all other monies due and owing under the Lease through May 10, 2018, including without limitation Landlord's attorneys' fees and expenses.

55. Landlord has been and continues to be damaged by Tenant's failure to comply with the terms of the Lease.

COUNT II – Breach of Contract (Guaranty) – Damages

56. Paragraphs 1 to 55 are incorporated by reference as if fully set forth herein.

57. Guarantor's failure to comply with the terms of the Guaranty is a breach thereof and a default thereunder.

58. As a result of Guarantor's default under the Guaranty, Landlord has incurred and will continue to incur substantial attorneys' fees to enforce the terms of the Guaranty and/or in direct response to Defendants' failure to perform their obligations under the Lease and Guaranty.

59. Landlord has been and continues to be damaged by Guarantor's failure to comply with the terms and conditions of the Guaranty.

60. Pursuant to the Guaranty, Guarantor is jointly and severally liable with Tenant in the minimum amount of \$89,158.93, plus attorneys' fees and expenses.

61. An actual justiciable controversy exists between Landlord and Guarantor.

WHEREFORE, the foregoing considered, Plaintiff prays that the Court:

I. Enter judgment against Defendant Classic Motors of Washington, D.C., LLC in the amount of \$22,378.93 for Rent due from March 15, 2018 through May 10, 2018; and

II. Enter judgment against Defendant Cesare F. Santangelo a/k/a Cesare F. Snatangelo a/k/a Ceare F. Santangelo, M.D. in the amount of \$89,158.93, representing the Money Judgment and Rent from March 15, 2018 through May 10, 2018, but exclusive of attorneys' fees and expenses incurred in connection with enforcement of the Lease and Guaranty; and

III. Award Plaintiff its costs and attorneys' fees;

IV. Award Plaintiff post-judgment interest at eight and three-quarter percent (8.75%) per annum; and

V. Order such other relief as the Court deems necessary to ensure justice herein.


Respectfully submitted,

MAGRUDER COOK &
KOUTSOFTIKIS

By:


Anne M. Magruder #265041

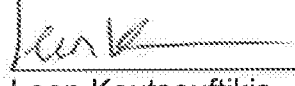
By:


Andrew Palanzi #1014955

By:


Cameron Hames #1034970

By:


Leon Koutsouftikis #468261
1889 Preston White Drive, Suite 200
Reston, VA 20191
(703) 766-4400/ (571) 313-8967 Fax

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

4800 WISCONSIN AVENUE LLC

Plaintiff,

v.

CLASSIC MOTORS OF WASHINGTON,
D.C., LLC, *et. al.*

Defendants.

Case No.: _____

AFFIDAVIT/VERIFICATION OF JEFFREY HOUSER

I, Jeffrey Houser, Chief Financial Officer of Georgetown Day School ("GDS"), GDS is the sole member/manager of 4800 Wisconsin Avenue LLC ("Plaintiff"), being duly sworn on oath, do swear and affirm that I am an adult and am competent to testify herein. Plaintiff and Defendant Classic Motors of Washington, D.C., LLC are parties to a Lease Agreement dated February 15, 2016 (the "Lease") for nonresidential real property and improvements located at 4800 Wisconsin Avenue, NW, Washington, DC 20016 (the "Premises"). Plaintiff and Defendant Cesare F. Santangelo a/k/a Cesare F. Snatangelo a/k/a Ceare F. Santangelo, M.D. are parties to a Guaranty dated February 15, 2016 (the "Guaranty"). I am a custodian of books and records for Plaintiff with respect to the Lease, the Guaranty, and the Premises and have reviewed the books and records relating to the same. I have read Plaintiff's Verified Complaint in this matter and know the contents thereof. Each of the allegations made in the Verified Complaint are true to the best of my knowledge, information, and belief, except as to the matters alleged to be on information and belief, and as to those matters, I believe them to be

true. I further swear and affirm that I have the authority to verify the Verified Complaint on Plaintiff's behalf.

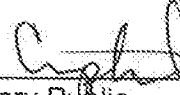


Jeffrey Houser, Chief Financial Officer of
Georgetown Day School
Sole Member/Manager of 4800 Wisconsin
Avenue LLC

STATE OF DC)
COUNTY OF _____) ss:

On this the 13 day of June 2018, before me, Jeffrey Houser, the undersigned officer personally appeared Jeffrey Houser, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he executed the foregoing document for the purposes therein contained and that he is duly authorized to execute said document.

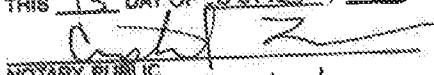
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

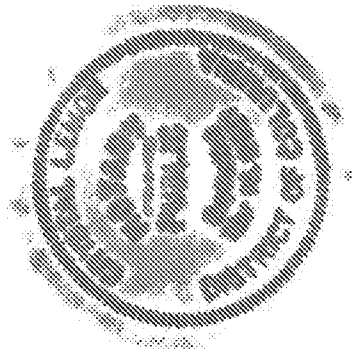


Notary Public

My Commission Expires: 3/14/2021

G0006661.005

DISTRICT OF COLUMBIA
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 13 DAY OF June, 2018

NOTARY PUBLIC
My Commission Expires 3/14/2021



Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH INFORMATION SHEET

4800 Wisconsin Avenue LLC

Case Number: _____

vs

Date: 06/19/2018

Classic Motors of Washington, D.C., LLC

Cesare F. Santangelo

☒ One of the defendants is being sued
in their official capacity.

Name: <i>(Please Print)</i> Cameron M. Hames, Esq.		Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff <input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____
Firm Name: Magruder Cook & Koutsouftikis		
Telephone No.: 703-766-4400	Six digit Unified Bar No.: 1034870	

TYPE OF CASE: ☒ Non-Jury ☐ 6 Person Jury ☐ 12 Person Jury
Demand: \$ 89,158.93 Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: *(Check One Box Only)*

A. CONTRACTS

COLLECTION CASES

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> 01 Breach of Contract | <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 16 Under \$25,000 Consent Denied |
| <input type="checkbox"/> 02 Breach of Warranty | <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 18 OVER \$25,000 Consent Denied |
| <input type="checkbox"/> 06 Negotiable Instrument | <input type="checkbox"/> 27 Insurance/Subrogation | <input type="checkbox"/> 26 Insurance/Subrogation |
| <input type="checkbox"/> 07 Personal Property | <input type="checkbox"/> Over \$25,000 Pltf. Grants Consent | <input type="checkbox"/> Over \$25,000 Consent Denied |
| <input type="checkbox"/> 13 Employment Discrimination | <input type="checkbox"/> 07 Insurance/Subrogation | <input type="checkbox"/> 34 Insurance/Subrogation |
| <input type="checkbox"/> 15 Special Education Fees | <input type="checkbox"/> Under \$25,000 Pltf. Grants Consent | <input type="checkbox"/> Under \$25,000 Consent Denied |
| | <input type="checkbox"/> 28 Motion to Confirm Arbitration | |
| | Award (Collection Cases Only) | |

B. PROPERTY TORTS

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> 01 Automobile | <input type="checkbox"/> 03 Destruction of Private Property | <input type="checkbox"/> 05 Trespass |
| <input type="checkbox"/> 02 Conversion | <input type="checkbox"/> 04 Property Damage | |
| <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | | |

C. PERSONAL TORTS

- | | | |
|---|--|--|
| <input type="checkbox"/> 01 Abuse of Process | <input type="checkbox"/> 10 Invasion of Privacy | <input type="checkbox"/> 17 Personal Injury- (Not Automobile, Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection | <input type="checkbox"/> 11 Libel and Slander | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) |
| <input type="checkbox"/> 03 Assault and Battery | <input type="checkbox"/> 12 Malicious Interference | <input type="checkbox"/> 19 Wrongful Eviction |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 13 Malicious Prosecution | <input type="checkbox"/> 20 Friendly Suit |
| <input type="checkbox"/> 05 Deceit (Misrepresentation) | <input type="checkbox"/> 14 Malpractice Legal | <input type="checkbox"/> 21 Asbestos |
| <input type="checkbox"/> 06 False Accusation | <input type="checkbox"/> 15 Malpractice Medical (including Wrongful Death) | <input type="checkbox"/> 22 Toxic/Mass Torts |
| <input type="checkbox"/> 07 False Arrest | <input type="checkbox"/> 16 Negligence- (Not Automobile, Not Malpractice) | <input type="checkbox"/> 23 Tobacco |
| <input type="checkbox"/> 08 Fraud | | <input type="checkbox"/> 24 Lead Paint |

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 33 Whistleblower |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-1 (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |

/s/ Cameron M. Hames

Attorney's Signature

06/19/2018

Date

LEASE AGREEMENT

4800 WISCONSIN AVENUE LLC,

a Delaware limited liability company
(Landlord)

and

CLASSIC MOTORS OF WASHINGTON, D.C., LLC,

a District of Columbia limited liability company
(Tenant)

Dated as of February 15, 2016

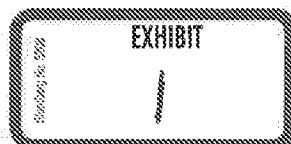


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Exhibit A - Legal Description

Exhibit B - Plan depicting Land, Improvements and Adjacent Parcel

Exhibit C - Form of Guaranty

RBR
[Signature]

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of Feb. 15th 2016 2016 (the "Effective Date"), by and between **4800 Wisconsin Avenue LLC**, a Delaware limited liability company ("Landlord"), and **Classic Motors of Washington, D.C., LLC**, a District of Columbia limited liability company ("Tenant").

Recitals

A. Landlord is the fee simple owner of certain land located in the District of Columbia, known by street address of 4800 Wisconsin Avenue, NW, Washington, DC and legally described on Exhibit A attached hereto and made a part hereof ("Land"), together with the improvements, machinery, equipment, fixtures and parking facilities from time to time installed or located on the Land, together with all additions, alterations and replacements thereof (the "Improvements"). The Improvements include the building(s) situated on the Land (the "Building"). The Land and Improvements are depicted on Exhibit B attached hereto and made a part hereof. The Land does not include the property depicted as the "Adjacent Parcel" on Exhibit B attached hereto (the "Adjacent Parcel"). The Land and the Improvements are herein collectively referred to as the "Property" or the "Demised Premises."

B. Landlord desires to lease the Demised Premises to Tenant, and Tenant desires to lease the Demised Premises from Landlord, upon and subject to the terms and conditions set forth herein.

Agreements

Now, therefore, for and in consideration of the foregoing Recitals (all of which are hereby incorporated into and made a part of this Lease), the Exhibits attached hereto or to be attached hereto, and the covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Article I. -- Grant; Term of Lease

Section 1.1 Grant; Term of Lease; Condition Precedent.

(a) Landlord hereby demises and leases the Demised Premises to Tenant, to have and to hold the same, without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about the Demised Premises, to be occupied and used by Tenant for the Permitted Use as provided in Section 4.1 and for no other purpose, subject to the covenants and agreements herein contained and all zoning laws, orders, regulations and legal requirements. The "Term" of this Lease shall commence upon the earlier to occur of (i) the thirtieth (30th) day following the Effective Date or (ii) such earlier date upon which Tenant secures a Change of Ownership Approval (as defined in Section 1.1(b) below) or waives (or is deemed to have waived) the condition precedent and termination right set forth in Section 1.1(b) below in writing (the earlier of such dates being referred to herein as the "Commencement Date") and shall end on that date that is two (2) years following the Commencement Date. Upon the expiration of the initial two (2) year period, the Term shall be

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automatically extended on a month to month basis upon all of the terms and conditions set forth herein, with either party having the right to terminate this Lease upon not less than ninety (90) days written notice to the other party; provided further that Landlord may notify Tenant prior to the expiration of the initial two (2) year term of this Lease of its election to terminate the Lease and, in such event, the Term hereof shall cease and expire upon the later to occur of (i) the expiration of the initial two (2) year term of this Lease or (ii) the ninetieth (90th) day following the effective date of Landlord's termination notice.

(b) Anything contained herein to the contrary notwithstanding, this Lease and the obligations of Landlord and Tenant hereunder are expressly subject to and conditioned upon Tenant's ability to secure a "change of ownership/certificate of occupancy" approval from the appropriate District of Columbia officials permitting tenant to use and occupy the Premises under the existing certificate of occupancy provided that there is no change in the use of the Premises (a "Change of Ownership Approval" within the thirty (30) day period following the Effective Date (the "Contingency Period"). Tenant shall submit a full and complete application for a Change of Ownership Approval within five (5) business days following the Effective Date, shall promptly pay all fees required in connection therewith, and shall endeavor diligently and in good faith to secure a Change of Ownership Approval as soon as practical following the Effective Date. Provided Tenant complies with its obligations under this paragraph, if Tenant is unable despite its best efforts to secure a Change of Ownership Approval prior to the expiration of the Contingency Period, then on or before the last day of the Contingency Period, Tenant may terminate this Lease by written notice to Landlord. If Tenant does not timely exercise such termination right, then Tenant shall be deemed to have waived the same, and this Lease shall continue in full force and effect.

Article II. - Condition of the Demised Premises

Section 2.1 "As Is" Condition. Tenant shall accept the Demised Premises in its "as is" condition as of the Commencement Date and Landlord shall have no obligation to make any alterations (structural or otherwise), decorations, additions or improvements in or to the Demised Premises or the Property from its "as is" condition as of the Commencement Date or to provide Tenant with any construction, moving or other allowance. The foregoing notwithstanding, Landlord shall deliver the Demised Premises in "broom clean" condition, with: (i) water and electricity in good working order; (ii) two working bathrooms; and (iii) the auto elevator serviced. Additionally, Landlord shall replace any missing windows as soon as practicable following the Commencement Date.

Section 2.2 Tenant's Repair and Maintenance. Tenant shall, from and after the Commencement Date, have and hold the Demised Premises as the same shall then be, and assumes all responsibility and liability for making any alterations, improvements or repairs of any kind in or about the Demised Premises during the Term, subject to Landlord's obligations under Section 8.1 hereof. Tenant shall maintain the Demised Premises and all portions thereof in a clean, safe and orderly condition and otherwise in the state of repair specifically required by this Lease.

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Article III. -- Basic Rent

Section 3.1 Basic Rent.

(a) In consideration of the leasing of the Demised Premises, Tenant covenants to pay to Landlord, at 4200 Davenport Street, NW, Washington, DC 20016, or at such other place as Landlord from time to time may designate in writing, without previous demand therefor and without any right of setoff or deduction whatsoever, except as specifically set forth in this Lease, the monthly rental described below ("**Basic Rent**"). The Basic Rent shall be payable monthly, in advance, on the first day of each and every month during the Term from and after the Commencement Date, as provided below.

(b) The Basic Rent is as follows:

Term	Monthly Basic Rent
Months 1-12	\$10,500.00
Months 13-24	\$10,815.00
Months 25-36 (if applicable)	\$11,139.45

Tenant shall prepay the Monthly Basic Rent for the first (1st) month of the Term upon the Effective Date.

Section 3.2 Basic Rent Adjustment. If the Term of this Lease does not commence on the first day of a calendar month or end on the last day of a calendar month, the installment of Basic Rent for the partial calendar month at the commencement or the termination of the term shall be prorated on the basis of the number of days of the term within such calendar month.

Section 3.3 Additional Rent. Except for Landlord's obligation to pay for all real estate taxes applicable to the Premises and Landlord's specific repair obligations set forth in this Lease, the Basic Rent shall be absolutely net to Landlord so that this Lease shall yield, net to Landlord, the Basic Rent hereunder in each year of the Term and that all utility charges, maintenance, repair and replacement expenses, all expenses relating to compliance with laws, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever (including but not limited to those set forth in Section 5.1 hereof) relating to the Demised Premises and the Property which may arise or become due during the Term or by reason of events occurring during the Term shall be paid or discharged by Tenant, at Tenant's sole cost and expense. In the event Tenant fails to pay or discharge any utility charge, maintenance repair or replacement expense which it is obligated to pay or discharge, Landlord may, but shall not be obligated to pay the same, provided that Landlord shall have first given Tenant not less than fifteen (15) days written notice of such failure and Tenant has not made a required payment within such fifteen (15) day period. In such event, Tenant shall reimburse Landlord therefor and pay the same as additional rent within ten (10) days following receipt of notice from Landlord of such payment. All charges payable hereunder by Tenant to Landlord other than Basic Rent, however denoted, are hereinafter collectively referred to as "**Additional**

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Rent." Basic Rent and Additional Rent are sometimes hereinafter collectively referred to as "Rent."

Section 3.4 Delinquent Payments. All payments of Basic Rent and Additional Rent shall be payable as provided in this Lease and without any right of setoff or deduction. In case of nonpayment of any item of Additional Rent by Tenant when the same is due, Landlord shall have, in addition to all its other rights and remedies, all of the rights and remedies available to Landlord under the provisions of this Lease or by law in the case of nonpayment of Basic Rent. The performance and observance by Tenant of all the terms, covenants, conditions and agreements to be performed or observed by Tenant hereunder shall be performed and observed by Tenant at Tenant's sole cost and expense. Any installment of Basic Rent or Additional Rent or any other charges payable by Tenant under the provisions hereof which is not be paid within ten (10) days following notice that the same is due and has not been paid shall bear interest at an annual rate equal to four (4) percentage points per annum in excess of the published "prime rate" (as published from time to time by The Wall Street Journal, which rate is currently calculated based upon the corporate loan rates of the nation's largest banks) from the date when the same is due hereunder until the same is paid, but in no event in excess of the maximum lawful rate permitted to be charged by Landlord against Tenant. Such rate of interest is sometimes hereinafter called the "Maximum Rate of Interest." Tenant acknowledges that Tenant's failure to pay Basic Rent or Additional Rent when due may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. The parties agree that the interest rate specified above represents a fair and reasonable estimate of the costs Landlord shall incur by reason of such late payment and acceptance of such interest rate does not constitute a waiver of Tenant's default or limit any other remedy of Landlord. The interest provided herein shall be deemed to be Additional Rent and the right to require it shall be in addition to all of Landlord's rights and remedies hereunder or at law.

Section 3.5 Independent Obligations. Any term or provision of this Lease to the contrary notwithstanding, the covenants and obligations of Tenant to pay Basic Rent and Additional Rent hereunder shall be independent from any obligations, warranties or representations, express or implied, if any, of Landlord herein contained.

Section 3.6 Tenant's Taxes. Tenant shall reimburse Landlord within thirty (30) days of written demand for any and all taxes, surcharges, levies, assessments, fees and charges payable by Landlord, whether or not now customary or within the contemplation of the parties hereto: (i) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements (but only to the extent such leasehold improvements are separately assessed), regardless of whether title to such improvements shall be in Tenant or Landlord; (ii) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; (iii) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises; and (iv) upon or measured by any rent payable hereunder, including, without limitation, any gross income or gross receipts, tax or excise tax levied in the future the District of Columbia, the federal government of the United States or any other governmental body, provided, however, that nothing in this Lease contained shall require Tenant to pay (x) any ad valorem real estate taxes or assessments with respect to the

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Land or the Improvements (including any gross receipt tax which may be instituted in lieu of or in substitution for any increases in ad valorem real estate taxes), (y) any municipal, state or federal net income or excess profits taxes assessed against Landlord, or (y) any municipal, state or federal estate, succession, inheritance or transfer taxes of Landlord. Payments of the sums described in this Section 3.6 shall be made by Tenant on the later of the date due under applicable law and fifteen (15) days after Tenant's receipt of written notice thereof.

Section 3.7 Security Deposit. Tenant shall provide to Landlord, upon execution of this Lease, a security deposit in the amount of Twenty One Thousand Dollars (\$21,000) (the "Security Deposit"). Such Security Deposit shall be considered as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. Upon the expiration of the Term hereof, including any extension or renewal thereof, or vacating of the Premises by Tenant (if later), Landlord shall (provided that Tenant is not in default under the terms hereof) return the Security Deposit to Tenant, less any portion thereof as Landlord shall have appropriated to cure any event of default by Tenant, including, without limitation, any arrearage in the payment of monthly Base Rent payable hereunder or Additional Rent or expenses incurred by Landlord to repair any damage (other than ordinary wear and tear) to the Demised Premises, to clean and return the Premises to the good and acceptable condition that it was found as of the commencement of the Lease, and to cure any other liabilities or indebtedness of Tenant to Landlord. In the event of the sale or transfer of Landlord's interest in the Property, Landlord shall have the right to transfer the Security Deposit to such purchaser or transferee, in which event Tenant shall look to the new landlord for the return of the Security Deposit and Landlord shall thereupon be released from all liability to Tenant for the return of such Security Deposit. Except as may be required by law, Landlord shall not be obligated to pay any interest on the Security Deposit or to keep the Security Deposit in a separate fund. The Security Deposit is not to be used or applied by Tenant as a substitute for Rent, Additional Rent or any other charges due in any month, but may be so applied by Landlord at any time at Landlord's option. The use, application, or retention of the Security Deposit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law and shall not operate as a limitation on any recovery to which Landlord may be otherwise entitled.

Article IV. -- Use of Demised Premises

Section 4.1 Permitted Use. The Demised Premises (including all building or other improvements now or hereafter located thereon) may be used by Tenant throughout the Term for solely to conduct its business as an auto show room with the purpose of displaying and selling cars (the "Permitted Use"). The Demised Premises shall not be used for repairs, servicing or maintenance of any type. Final preparation of automobiles for the show room floor may be performed on the Demised Premises using materials, determined not to be detrimental to the environment or carcinogenic, and for which Landlord has pre-approved the MSDS sheets. If Tenant intends to "hand-wash" cars on the Demised Premises, appropriate authorization and approvals need to be obtained from the District of Columbia. Materials used for "hand-washed" cars may not be detrimental to the environment or carcinogenic and must be to be pre-approved by Landlord. No car washing will be performed on the lower level of the Building or on any portion of the Land. Tenant may park vehicles in the lower/rear portion of the Demised Premises between the guard rail and the westerly boundary line of the Demised Premises, provided that: (i) no vehicles may be parked on any portion of the Adjacent Parcel or any

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property not owned by Landlord where public parking is not expressly permitted, and Tenant shall indemnify Landlord for any and all fines and damages which may be asserted against Landlord on account of any parking on property other than the Demised Premises. Tenant shall not use or occupy the same, or permit them to be used or occupied, in any manner which would subject Landlord to any liability or penalty, make void or voidable any liability insurance then in force with respect thereto, cause the value of the Land substantially to diminish, or which would constitute a public or private nuisance or violate any applicable Hazardous Materials Laws (as such term is defined in Section 9.5(a) hereof). Tenant shall, promptly upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

Section 4.2 Preservation of Title to the Demised Premises. Tenant shall not use, suffer or permit the Demised Premises, or any portion thereof, to be used by Tenant, any third party or the public in such manner as would reasonably be expected to impair Landlord's title to the Demised Premises, or any portion thereof, or in such manner as would reasonably be expected to provide a basis for a claim or claims of adverse usage or adverse possession by the public, as such, or third persons, or of implied dedication of the Demised Premises, or any portion thereof. Nothing in this Lease contained and no action or inaction by Landlord shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or make any agreement that may create, or give rise to or be the foundation for any such right, title, interest, lien, charge or other encumbrance upon the estate of Landlord in the Demised Premises or any portion of the Property.

Section 4.3 Acceptance of Demised Premises. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Demised Premises or the Property or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose. Tenant shall comply with any recorded easements, agreements, covenants, conditions and restrictions affecting the Demised Premises as of the Commencement Date, to the extent that non-compliance would subject Landlord to any liability or impose any liability on Landlord.

Article V. -- Payment of Assessments and Other Charges

Section 5.1 Payment of Impositions.

(a) During the Term, Landlord shall pay prior to delinquency all real estate taxes, special assessments, water rates and charges, sewer rates and charges relating to the Property.

(b) Tenant covenants and agrees to pay during the Term, as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all water rates and charges, sewer rates and charges relating to the Property, including, without limitation, any sum or sums payable for present or future sewer or water capacity, charges for public utilities, street lighting, excise levies, licenses, permits, inspection fees, other governmental charges, payments or charges under easements, covenants, conditions and restrictions now or hereafter of record, and all other charges or burdens of whatsoever kind and nature (including, without limitation, costs, fees, and expenses of complying with any easements, restrictive covenants or similar agreements to which the Property is subject) incurred in the use,

occupancy, ownership, operation, leasing or possession of the Property (all of which are sometimes herein referred to as "Impositions"). Tenant covenants to furnish Landlord, on Landlord's request, official receipts of the appropriate authority, or other appropriate proof reasonably satisfactory to Landlord, evidencing the payment of any Imposition that is payable by Tenant.

Article VI. -- Insurance

Section 6.1 Property Insurance. Landlord may, at its election (but not be required to) procure such casualty or similar insurance with respect to the Building as it may determine to be advisable, in its sole discretion. The proceeds of any such insurance shall be the sole property of Landlord. In no event shall Landlord have any obligation to repair or restore any portion of the Premises that is damaged during the Term, irrespective of whether or not Landlord determines to procure casualty insurance.

Section 6.2 Tenant's Liability and Other Insurance Coverage. From and after the Commencement Date hereof, Tenant, at its sole cost and expense, shall obtain and continuously maintain in full force and effect the following insurance coverage:

(a) Commercial General Liability Insurance. Commercial general liability insurance providing coverage at least as broad as the current ISO form on an "occurrence" basis, with minimum limits of \$2,000,000 each occurrence and \$5,000,000 annual aggregate (which may include umbrella coverages) including coverage for Tenant's operations, premises liability, personal and advertising, products and completed operations and broad form contractual liability insurance. Tenant's liability insurance shall (a) be endorsed to name Landlord (and Landlord's mortgagee(s)) as additional insureds with respect to all matters arising out of the occupancy or use of the Demised Premises or the Property by Tenant; (b) be primary and non contributory to any other insurance maintained by Landlord; and (c) be placed and maintained with companies rated at least "A/VIII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Landlord. Such insurance shall have a commercially reasonable deductible, not to exceed \$25,000. If Tenant's liability insurance is provided under a blanket policy, or otherwise insuring other locations and operations of Tenant, the above coverage limits must be made specifically applicable to the Improvements on a "per location" basis.

(b) Tenant's Property Damage. Insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of "Special Causes of Loss" (formerly "all risk") property insurance policies with extended coverage, insuring all of Tenant's furniture, furnishings, fixtures, and equipment, for the full insurable value thereof or replacement cost value thereof, having a deductible amount, if any, of not greater than \$25,000.00 per annum.

(c) Builder's Risk. During the performance of any Alterations, until completion thereof, Tenant shall maintain builder's risk insurance on an "all risk" basis and on a completed value form, for full replacement value covering the interests of Landlord, Tenant (and their respective contractors and subcontractors) and any mortgagee, in all work incorporated in the Building and all materials and equipment in or about the Premises.

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(d) Worker's Compensation. Workers' compensation insurance, in amounts and with coverages as required by law.

(e) Business Interruption. Business interruption insurance in an amount of not less than twelve (12) months of the Basic Rent payable under this Lease.

(f) Other Insurance. Such other insurance and in such amounts as may from time to time be reasonably required by Landlord. Without limiting the foregoing, Tenant shall purchase and maintain worker's compensation insurance to the fullest extent required by applicable law including Employer's Liability coverage with limits of \$500,000; Auto Liability insurance for owned, non-owned and hired auto coverage with a combined single limit of not less than \$1,000,000.

Section 6.3 Insurance Provisions. Each policy required to be procured by Tenant under this Article 6 shall have attached thereto (a) an endorsement that such policy shall not be cancelled or materially changed without at least 30 days prior written notice to Landlord, and (b) an endorsement to the effect that the insurance as to the interest of Landlord shall not be invalidated by any act or neglect of Landlord or Tenant. All policies of insurance shall be written in companies rated at least "A/VIII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Landlord and licensed in the jurisdiction in which the Property is located. Tenant shall deliver certificates of insurance (using an ACORD Form 28, ACCORD Form 27 and ACORD Form 25-S and otherwise in a form reasonably satisfactory to Landlord) or other evidence of insurance satisfactory to Landlord (i) prior to any use or occupancy of the Demised Premises by Tenant, (ii) not later than 30 days prior to the expiration of any current policy or certificate, and (iii) at such other times as Landlord may reasonably request, no later than 20 days after request by Landlord. If Tenant fails to maintain the insurance required by this Lease, then upon written notice from Landlord, Landlord may obtain such insurance and Tenant shall reimburse Landlord for all costs related thereto.

Section 6.4 Waiver and Release of Claims and Subrogation. Tenant, on behalf of Tenant and its insurers, waives, releases and discharges Landlord from all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under the Lease (collectively, "Claims"), arising out of damage to or destruction of the Demised Premises or any portion of the Property or Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), regardless whether any such Claim results from the negligence or fault of Landlord or otherwise, and Tenant shall look only to Tenant's insurance coverage (regardless whether Tenant maintains any such coverage, regardless whether any such insurance covers such Claims and regardless of any deductible or self-insured retention maintained by Tenant) in the event of any such Claim. Tenant's trade fixtures, other personal property and all other property in Tenant's care, custody or control, is located at the Land at Tenant's sole risk. Landlord is not liable for any damage to such property or for any theft, misappropriation or loss of such property. Tenant is solely responsible for providing such insurance as may be required to protect Tenant, its employees and invitees against any injury, loss, or damage to persons or property occurring in

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the Demised Premises or at the Property, including, without limitation, any loss of business or profits from any casualty or other occurrence at the Property.

Article VII. -- Utilities

Section 7.1 Utilities. Landlord shall not be responsible for providing any utilities or services to the Demised Premises or any part thereof, and Tenant shall be solely responsible for obtaining same directly from the utility companies providing electricity, water and sewer services, gas and all other utilities required for the operation of the Building and other portions of the Property and for the provision of HVAC, elevator, telephone and any and all other services to the Demised Premises, provided that, to any extent required, Landlord shall cooperate with Tenant to enable Tenant to obtain service for the foregoing utilities.

Section 7.2 Additional Charges. In the event that any charge or fee is required with respect to the Term after the Commencement Date by the jurisdiction in which the Property is located, or by any agency, subdivision or instrumentality thereof, or by any utility company furnishing services or utilities to the Property, as a condition precedent to furnishing or continuing to furnish utilities or services to the Property, such charge or fee shall be deemed to be a utility charge payable by Tenant, but solely to the extent that any such service is required by Tenant for the operation of its business at the Property. Solely to the extent specifically requested by Tenant, the provisions of this Section 7.2 shall include, without limitation, any charges or fees for present or future water or sewer capacity to serve the Property, any charges for the underground installation of gas or other utilities or services, and other charges relating to the extension of or change in the facilities necessary to provide the Property with adequate utility services. In the event that Landlord has paid any such charge or fee after the date hereof, Tenant shall reimburse Landlord for such utility charge.

Article VIII. -- Repairs

Section 8.1 Repairs and Maintenance.

(a) Repairs by Landlord. Except as otherwise expressly provided herein, Landlord shall make such repairs and replacements to the roof (including its waterproof membrane), exterior walls, exterior windows, floor slabs and other structural components of the Building as may be necessary to keep them in good repair and condition (exclusive of equipment installed by Tenant and except for those repairs required to be made by Tenant pursuant to this Lease and repairs or replacements occasioned by any negligence or misconduct of Tenant, its servants, agents, customers, contractors, employees, licensees and, within the Premises only, invitees). Landlord shall have no responsibilities, obligations, or liabilities for any failure or inability to make any repairs or replacements, if such failure or inability arises out of or results from force majeure events, or any other causes beyond the reasonable control of the Landlord. Without limiting the foregoing, in no event shall Landlord ever be liable to Tenant for any lost profits, or for any indirect or consequential damages.

(b) Repairs by Tenant. Subject only to Landlord's obligations under Section 8.1(a) above, Tenant, at its sole cost and expense, throughout the Term, shall be responsible for repairing and maintaining the Demised Premises. Tenant shall be solely responsible for the

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installation, upgrade, repair, maintenance and replacement of the HVAC system exclusively serving the Premises and the auto elevator as and when needed throughout the Term hereof. Tenant shall also initiate and carry out a program of regular maintenance and repair of the Premises, including but not limited to, obtaining and maintaining, at Tenant's cost, service contracts with reputable, licensed mechanical contractors to carry out a program of regular maintenance and repair of the heating, air-conditioning and ventilating systems, including but not limited to, the replacement of any filters and the auto elevator. Tenant shall keep the Demised Premises (including any Improvements and any other improvements currently existing or hereafter made by Tenant) in a clean, safe and orderly condition and in compliance with all legal requirements. Tenant shall not permit debris to accumulate on the Property and shall maintain the exterior of the Building. Any and all maintenance, repairs and replacements, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description required to be undertaken in accordance with the specific requirements of this Lease at the Property shall be undertaken by Tenant at its sole cost and expense. When used in this Article 8, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be made in accordance with all laws, ordinances and regulations whether heretofore or hereafter enacted. Landlord shall have no responsibility for the cost of any repairs, improvements, alterations or replacements made by Tenant.

Section 8.2 Maintenance. Tenant, at its sole cost and expense, shall repair and maintain all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, landscaped areas, entrances and passageways within the Demised Premises and shall keep all portions of the Demised Premises, including areas appurtenant thereto, in a clean and orderly condition free of snow, ice, dirt, rubbish, debris and unlawful obstructions, in each case, as may be required by applicable legal requirements. For avoidance of doubt, trash removal, snow removal, and cleaning services shall be at the sole cost of the Tenant.

Section 8.3 Tenant's Waiver of Claims Against Landlord. Except as expressly set forth in Section 8.1 above, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Demised Premises or any improvements hereafter erected thereon. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised Premises and all improvements hereafter erected thereon, and Tenant hereby waives any rights created by any law now or hereafter in force to make repairs to the Demised Premises or improvements hereafter erected thereon at Landlord's expense.

Section 8.4 Prohibition Against Waste. Tenant shall not do or suffer any waste or damage, disfigurement or injury to the Demised Premises (excluding the Building).

Section 8.5 Landlord's Right to Effect Repairs. If Tenant should fail to perform any of its obligations under this Article 8 and such failure in any such case would impose any cost or liability on Landlord, then Landlord, after not less than fifteen (15) days prior written notice to Tenant specifying the nature of any such obligations, may, if Tenant does not, within such fifteen (15) day period, or such lesser time as may be appropriate in the event of an emergency, commence to perform and diligently pursue performance of such obligations, and if Landlord so elects, in addition to any other remedies provided herein, effect such repairs and maintenance. Any reasonable sums expended by Landlord in effecting such repairs and

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maintenance shall be due and payable, within fifteen (15) days of Landlord's notice thereof together with documentation of such expenditures reasonably satisfactory to Tenant, together with interest thereon at the Maximum Rate of Interest from the date of each such notice by Landlord to the date of repayment by Tenant.

Section 8.6 Misuse; Damage; Alterations. Tenant shall be responsible for all repairs to the Demised Premises which are made necessary by any damage, misuse or neglect by (a) Tenant or any of its officers, agents, employees, contractors, licensees or subtenants; or (b) any visitors, patrons, guests or invitees of Tenant or its subtenant while in or upon the Demised Premises and, if any repairs are required as a result of any alterations, improvements or installations made by or on behalf of Tenant, or any of its agents, employees, contractors, subtenants or invitees, then Tenant shall make such repairs, provided that, in each such case, the failure to make such repairs would impose any cost or liability on Landlord.

Article IX. -- Compliance with Laws and Ordinances

Section 9.1 Compliance with Laws and Ordinances. Tenant shall throughout the Term, at Tenant's sole cost and expense, promptly comply or cause compliance with or remove or cure any violation (including any violation existing as of the Commencement Date and any future violation) of any and all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Demised Premises, and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Demised Premises, or any portion thereof, or the sidewalks, curbs, roadways, alleys, entrances or railroad track facilities adjacent or appurtenant thereto, or exercising authority with respect to the use or manner of use of the Demised Premises, or such adjacent or appurtenant facilities, and whether the compliance, curing or removal of any such violation and the costs and expenses necessitated thereby shall have been foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord or Tenant or shall involve any change of governmental policy, or require structural or extraordinary repairs, alterations or additions by Tenant and irrespective of the costs thereof, in each case, solely to the extent that any failure to comply or cause compliance with or to remove or cure any such violation would subject Landlord to any liability.

Section 9.2 Compliance with Encumbrances. Tenant, at its sole cost and expense, shall comply with all agreements, contracts, easements, restrictions, reservations or covenants of record as of the date of this Lease, or hereafter created by Tenant. Landlord shall not record or permit the recording of any of the foregoing matters that would interfere with or impair Tenant's use of the Demised Premises for the Permitted Use or impose any increased liability or obligation on Tenant. Tenant shall also comply with, observe and perform all provisions and requirements of all policies of insurance at any time obtained by Tenant and in force with respect to the Property and shall comply with any permits issued to Tenant by governmental authorities in connection with Tenant's use of the Demised Premises.

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Section 9.3 Tenant's Obligations. Notwithstanding that it may be usual and customary for Landlord to assume responsibility and performance of any or all of the obligations set forth in this Article 9, and notwithstanding any order, rule or regulation directed to Landlord to perform, except as set forth in this Lease, Tenant hereby assumes such obligations because, by nature of this Lease, the rents and income derived from this Lease by Landlord are net rentals not to be diminished by any expense incident to such obligations. Notwithstanding the foregoing, Landlord shall be solely responsible for all costs and expenses and payments associated with or required by any mortgage or other financing by Landlord of the Demised Premises or any part thereof, any and all costs, and expenses related to or required by Landlord's plans or actions for development of the Demised Premises, taxes (except as specifically set forth in this Lease) and Landlord's administrative costs and expenses associated with Landlord's ownership of the Demised Premises.

Section 9.4 Intentionally Omitted.

Section 9.5 Compliance with Hazardous Materials Laws.

(a) Tenant, its agents and employees shall not introduce, use, generate, store, accept or dispose of on, under or about the Demised Premises or any portion of the Property or transport to or from the Demised Premises or the Property any Hazardous Materials (hereinafter defined), except that Tenant shall be permitted to use and keep at the Demised Premises such materials and supplies as are reasonable and customary for the Permitted Use, provided that Tenant uses, stores and disposes of same in accordance with all applicable Hazardous Materials Laws (hereinafter defined). Without limiting the foregoing, Tenant shall at all times and in all respects, at Tenant's sole cost and expense, comply with all Hazardous Materials Laws.

(b) For purposes hereof:

1. The term "Hazardous Materials" as used herein shall mean and include any and all chemical, substance, material, waste or component thereof which is listed, defined or regulated as hazardous or toxic by or under any Hazardous Materials Laws, including, without limitation, oil and other petroleum products, asbestos, lead paint and polychlorinated biphenyls (PCBs).
2. The term "Hazardous Materials Laws" shall mean all federal, state and local laws, rules, statutes, directives, ordinances or regulations pertaining in any way to health, safety and/or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and all state analogs of such laws, and any and all rules and regulations under any such laws as they may be amended from time to time.

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3. The term "Environmental Violation" shall mean any of the following occurring after the Commencement Date: (a) any direct or indirect discharge, disposal, spillage, emission, escape, pumping, pouring, injection, leaching, release, seepage, filtration or transporting of any Hazardous Materials at, upon, under, onto or within the Property, or from the Demised Premises or Property in violation of any applicable Hazardous Materials Laws; (b) any deposit, storage, dumping, placement or use of any Hazardous Materials at, upon, under or within the Demised Premises or the Property in violation of any applicable Hazardous Materials Laws or which extends to any adjoining property in violation of any applicable Hazardous Materials Laws; (c) the abandonment or discarding of any barrels, containers or other receptacles containing any Hazardous Materials in violation of any applicable Hazardous Materials Laws; (d) any activity, occurrence or condition which could result in any liability, cost or expense to Landlord or Landlord's lender or any other owner or occupier of the Demised Premises or the Property, or which could result in a creation of a lien on the Demised Premises or the Property under any applicable Hazardous Materials Law; or (e) any other violation of or noncompliance with any applicable Hazardous Materials Law. "Environmental Violation" shall not include any environmental condition or violation of Hazardous Materials Laws to the extent caused by (i) the introduction of Hazardous Materials in, on or about the Demised Premises or the Property by or at the direction of Landlord or by any of Landlord's employees, agents, successors and/or assigns, or (ii) the violation by Landlord or any of Landlord's employees, agents, successors and/or assigns of any applicable Hazardous Materials Law.

(c) Tenant shall not at any time following the Commencement Date cause, knowingly permit or knowingly suffer to occur any Environmental Violation or permit any sublessee, assignee or other person occupying the Demised Premises through or under Tenant to cause, permit or suffer to occur any Environmental Violation. Following the written request of Landlord or Landlord's lender, Tenant shall promptly remediate or undertake any other appropriate response actions to correct any existing Environmental Violation. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required pursuant to applicable Hazardous Materials Laws for Tenant's use of the Demised Premises, including, without limitation, with respect to the discharge of (appropriately treated) materials or waste into or through any sanitary sewer system serving the Demised Premises and the Property. Tenant shall cause any and all Hazardous Materials that are disposed of from the Demised Premises to be transported solely by duly licensed haulers to duly licensed facilities for final disposal of such

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waste Hazardous Materials. Tenant shall in all respects, handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Demised Premises in complete conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding the management of such Hazardous Materials. All reporting obligations, to the extent imposed upon Tenant by applicable Hazardous Materials Laws, are solely the responsibility of Tenant.

(d) Upon expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Materials (to the extent such Hazardous Materials are generated, released or disposed of during the Term by Tenant) to be removed from the Demised Premises and the Property and transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action in response to any Material Environmental Violation (as hereinafter defined), nor enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to or in any way connected with the Demised Premises or the Property pursuant to applicable Hazardous Materials Laws, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto. Tenant shall promptly notify Landlord in writing of (w) any Material Environmental Violation, (x) any enforcement, clean-up, removal or other governmental or regulatory action that, to the knowledge of Tenant, has been instituted, completed or threatened against Tenant with respect to the Demised Premises pursuant to any applicable Hazardous Materials Laws; (y) any claim that, to the knowledge of Tenant, has been made or threatened by any person against Landlord relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials in, on or about the Demised Premises; and (z) any reports that, to the knowledge of Tenant, have been made to any governmental authority arising out of or in connection with any Hazardous Materials in, on or about the Demised Premises or the Property or with respect to any Hazardous Materials removed from the Demised Premises or the Property, including, any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant shall also provide to Landlord, as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations with respect to Hazardous Materials and relating in any way to the Demised Premises, the Property or Tenant's use thereof. Upon written request of Landlord (to enable Landlord to defend itself from any claim or charge related to any applicable Hazardous Materials Law), Tenant shall promptly deliver to Landlord notices of hazardous waste manifests reflecting the legal and proper disposal of all such Hazardous Materials disposed of or to be disposed of from the Demised Premises or the Property. All such manifests shall in no way attribute responsibility for any such Hazardous Materials to Landlord except to the extent such Hazardous Materials were introduced by or at the direction of Landlord or by any of Landlord's employees, agents, successors and/or assigns.

(e) Tenant agrees to permanently cover floor drains if the areas adjacent to floor drains are being used for hand-washing and/or final preparation of cars for showroom. Tenant agrees to monthly inspections by an environmental engineer acting on behalf of Landlord to ensure compliance of Tenant with the terms and provisions of this Lease. Notwithstanding Section 12.1(c), in the event that breaches by Tenant are determined by Landlord of this Section 9.5 or Section 4.1, Landlord has the right to terminate this Lease immediately.

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Section 9.6 Environmental Violations. If an Environmental Violation occurs or is found to exist and, in Landlord's reasonable judgment, the cost of remediation of, or other response action with respect to, the same is likely to exceed \$5,000.00 (a "Material Environmental Violation"), Tenant shall provide to Landlord, within 10 days after Landlord's request therefor, adequate financial assurances that Tenant shall effect such remediation with respect to such Material Environmental Violation in accordance with applicable Hazardous Materials Laws. Notwithstanding any other provision of this Lease, if a Material Environmental Violation occurs or is found to exist and the Term would otherwise terminate or expire prior to the completion of any such remediation, then, at the option of Landlord, Tenant's obligation to complete such remediation as required under this Lease shall survive the termination or expiration of the Term and such obligation shall remain in full force and effect beyond such date until the earlier to occur of (a) the receipt of a certification from a qualified environmental professional reasonably acceptable to Landlord and Tenant indicating completion of all remedial action with respect to such Material Environmental Violation in accordance with applicable Hazardous Materials Laws or (b) the date specified in a written notice from Landlord to Tenant. If Tenant fails to correct any Material Environmental Violation which occurs or is found to exist, Landlord shall have the right (but not the obligation), at Tenant's cost, to take any and all actions as Landlord shall reasonably deem necessary or advisable in order to cure such Material Environmental Violation. All future leases, subleases or concession agreements relating to the Property entered into by Tenant shall contain covenants of the other party not to at any time (y) cause any Environmental Violation to occur or (z) knowingly permit any person occupying the Demised Premises through such subtenant or concessionaire to cause any Environmental Violation to occur.

Section 9.7 Indemnification. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless Landlord and each of Landlord's officers, directors, partners, employees, agents, attorneys, successors and assigns, and Landlord's lender, if Landlord requests same (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including attorneys' fees and expenses) whatsoever arising or resulting in whole or in part, directly or indirectly, from the presence or discharge of Hazardous Materials, in, on, under, upon or from the Demised Premises or the Property during the Term or from the transportation or disposal of Hazardous Materials to or from the Demised Premises or the Property during the Term or from the violation of any applicable Hazardous Materials Laws or any of the provisions of this Article IX during the Term, except to the extent caused by the acts or omissions of any Indemnified Party. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any repairs, clean-up or detoxification or decontamination of the Demised Premises or the Property to the extent required under applicable Hazardous Materials Laws and shall survive the expiration of or early termination of the Term. For purposes of the indemnity provided herein, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless Landlord and the Indemnified Parties from and against any acts or omissions of Tenant, and/or Tenant's employees, agents, customers, sublessees, assignees, contractors and subcontractors (whether or not they are negligent, intentional, willful or unlawful) before and after the Commencement Date. Without limiting the foregoing, Tenant's obligations hereunder shall include all claims or costs incurred by Landlord for Hazardous Materials discovered in or at the Property after the Termination Date, but which were

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introduced by Tenant and/or Tenant's employees, agents, invitees, sublessees, contractors or subcontractors at any time prior to the Termination Date.

Section 9.8 Environmental Audits. Provided that (a) an Event of Default shall have occurred and be continuing or (b) the Landlord has a reasonable basis to believe that an environmental assessment would disclose the material presence or release of previously undisclosed and unpermitted Hazardous Materials at the Demised Premises, then, upon the written request by Landlord during the Term, Tenant shall undertake and submit to Landlord an environmental assessment from an environmental company reasonably acceptable to Landlord with respect to the Demised Premises, at Tenant's expense.

Section 9.9 Acts or Omissions Regarding Hazardous Materials. For purposes of the covenants and agreements contained in Sections 9.5 through 9.8 hereof, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless Landlord and the Indemnified Parties from and against any acts or omissions of Tenant, or its employees, agents, customers, sublessees, assignees, contractors or sub-contractors (whether before or after the Commencement Date).

Section 9.10 End of Term Environmental Condition. Prior to the end of the Term of this Lease, Landlord, at Landlord's sole cost and expense, shall have the right to investigate the environmental condition of the Property. The environmental professional engaged by Landlord (the "EP") shall investigate the Property in accordance with applicable industry standards governing environmental investigations. During all stages of any environmental surveys and/or testing performed on or at the Property by Landlord, its representatives or agents, Tenant shall have the opportunity to have its representatives and/or agents present, and Landlord shall have its testing agents provide "split samples" to Tenant or its representatives. All environmental reports and studies prepared by or on behalf of Landlord shall be promptly copied to Tenant or its representatives, and any such reports prepared on or behalf of Tenant shall be promptly copied to Landlord.

Section 9.11 Survival. The respective rights and obligations of Landlord and Tenant under this Article 9 shall survive the expiration or earlier termination of this Lease.

Article X. -- Mechanic's Liens and Other Liens

Section 10.1 Freedom From Liens. Tenant shall not suffer or permit any mechanic's lien or other lien to be filed against the Demised Premises or any portion thereof, by reason of work, labor, skill, services, equipment or materials supplied or claimed to have been supplied to the Demised Premises at the request of Tenant, or anyone holding the Demised Premises, or any portion thereof, through or under Tenant. If any such mechanic's lien or other lien shall at any time be filed against the Demised Premises or any portion thereof, Tenant shall proceed with commercially reasonable due diligence to cause the same to be discharged of record.. If Tenant shall fail to discharge such mechanic's lien or liens or other lien within sixty (60) days and the existence of such lien subjects Landlord to liability of any kind, then, in addition to any other right or remedy of Landlord, after fifteen (15) days prior written notice to Tenant, Landlord may, but shall not be obligated to, discharge the same by procuring the discharge of such lien by deposit in the court having jurisdiction of such lien, the foreclosure


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thereof or other proceedings with respect thereto, of a cash sum sufficient to secure the discharge of the same, or by the deposit of a bond or other security with such court sufficient in form, content and amount to procure the discharge of such lien, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the Demised Premises. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses in connection therewith (including reasonable attorneys' fees of Landlord), together with interest thereon at the Maximum Rate of Interest, shall be repaid by Tenant to Landlord within fifteen (15) days of demand by Landlord and if unpaid may be treated as Additional Rent. Tenant shall indemnify, defend and hold harmless Landlord, from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, reasonable attorneys' fees, resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien. All materialmen, contractors, artisans, mechanics, laborers and any other person now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to the Demised Premises, Property or any portion thereof, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for the same. Notice is hereby given that Landlord shall not be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to Tenant upon credit, and that no mechanic's lien or other lien for any such labor, services, materials, supplies, machinery, fixtures or equipment shall attach to or affect the estate or interest of Landlord in and to the Demised Premises or any portion thereof.

Section 10.2 Removal of Liens. Except as otherwise provided for in this Article 10, Tenant shall not create, permit or suffer, and shall promptly discharge and satisfy of record, any other lien, encumbrance, charge, security interest or other right or interest which shall be or become a lien, encumbrance, charge or security interest upon the Demised Premises, or any portion thereof, or the income therefrom, or on the interest of Landlord or Tenant in the Demised Premises, or any portion thereof to the extent created or permitted by Tenant and except for those liens, encumbrances, charges, security interests or other rights or interests consented to, in writing, by Landlord, or those mortgages, assignments of rents, assignments of leases and other mortgage documentation placed thereon by Landlord in financing or refinancing the Demised Premises.

Article XI. -- Intent of Parties

Section 11.1 Modified Net Lease. It is the further express intent of Landlord and Tenant that, except as set forth in this Lease, (a) the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and that the Basic Rent and Additional Rent, and all other charges and sums payable by Tenant hereunder, shall commence at the times provided herein and shall continue to be payable in all events unless the obligations to pay the same shall be terminated or suspended or may be offset pursuant to an express provision in this Lease; (b) all costs or expenses of whatsoever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen, and of every kind and nature whatsoever that may be necessary or required in and about the Demised Premises, or any portion thereof, and Tenant's possession or authorized use thereof during the Term, shall be paid by Tenant and all provisions of this Lease are to be interpreted and construed in light of the intention expressed in this Section 11.1; (c) except as specifically set forth herein, the Basic Rent



specified herein shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Basic Rent specified herein in each year during the Term; (d) all Impositions, insurance premiums, utility expense, repair and maintenance expense, and all other costs, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Demised Premises, the Property, or any portion thereof, which are specifically provided for in this Lease and are due with respect to the Term, or any extension or renewal thereof, shall be paid or discharged by Tenant as Additional Rent, provided that, with respect to any such matters that may be paid in installments, Tenant shall only be responsible for payment of any installments or the applicable part thereof due with respect to the Term; and (e) Tenant hereby agrees to indemnify, defend and save Landlord harmless from and against such costs, fees, charges, expenses, reimbursements and obligations, and any interest thereon.

Section 11.2 Entry by Landlord. If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of Article 5 hereof, or to take out, pay for, maintain and deliver any of the insurance policies or certificates of insurance provided for in Article 6 hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed and such failure in any case would impose any cost or liability on Landlord, then Landlord, after prior written notice to Tenant as provided in Section 12.1, and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease and if Tenant has not cured such failure within the time period provided in Section 12.1, may, but shall be under no obligation to do so, (a) pay any Imposition payable by Tenant pursuant to the provisions of Article 5 hereof; (b) take out, pay for and maintain any of the insurance policies provided for in this Lease; or (c) make any other payment or perform any other act on Tenant's part to be paid or performed as in this Lease provided, and Landlord may enter upon the Demised Premises for any such purpose and take all such action therein or thereon as may reasonably be necessary therefor. Nothing herein contained shall be deemed as a waiver or release of Tenant from any obligation of Tenant contained in this Lease.

Section 11.3 Interest on Unpaid Amounts. If Tenant shall fail to perform any act required of it and, in accordance with the other provisions of this Lease, Landlord may perform the same, then, provided that Landlord shall have provided the required notice to Tenant and Tenant shall have failed to satisfy such obligation as provided herein, all reasonable sums paid by Landlord and all reasonably necessary and incidental costs and expenses, including reasonable attorneys' fees, in connection with the performance of any such act by Landlord, together with interest thereon at the Maximum Rate of Interest from the date of notice to Tenant of such expenditure by Landlord, shall be deemed Additional Rent hereunder and, except as is otherwise expressly provided herein, shall be payable to Landlord within ten (10) business days of demand or, at the option of Landlord, may be added by notice to Tenant to any monthly rental then due or thereafter becoming due under this Lease, and Tenant covenants to pay any such sum or sums, with interest as aforesaid, and Landlord shall have, in addition to any other right or remedy of Landlord, the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of monthly Basic Rent.

Article XII. -- Defaults; Remedies

Section 12.1 Events of Default. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant, with the notices required by this Section

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12.1 being intended to satisfy any and all notice requirements imposed by law on Landlord and are not in addition to any such requirement ("**Event of Default**"):

(a) Abandonment. If Tenant abandons the Demised Premises and fails to pay the Rent due hereunder. Mere vacation of the Demised Premises (provided that Tenant continues to pay the Rent required hereunder and to perform all of Tenant's other obligations relating to the Demised Premises) shall not be deemed abandonment.

(b) Failure to Pay. If Tenant fails to pay Rent or any other charge as and when due where such failure continues for five (5) business days after written notice from Landlord that such amount is due and unpaid. Notwithstanding the foregoing, Landlord shall not be required to provide Tenant with written notice of Tenant's failure to pay Rent or any other charge as and when due more than twice in a twelve (12) month period.

(c) Failure to Perform. If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of 30 days after written notice of such failure by Landlord to Tenant; provided that if more time is required to complete such performance, an Event of Default shall not occur if Tenant commences such performance within the 30-day period and thereafter diligently and continuously pursues its completion.

(d) Other Defaults. If (i) Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within ninety (90) days; (iii) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within ninety (90) days; or (iv) substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within ninety (90) days. If a court of competent jurisdiction determines that any of the acts described in this Section 12.1 is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the Rent (or any other consideration) paid in connection with such assignment or sublease and the Rent payable by Tenant hereunder.

(e) Remedies. Upon the occurrence and continuance of any Event of Default, Landlord may, without notice or demand, except as may be required by law, terminate this Lease effective on the date Landlord specifies in Landlord's notice to Tenant. Upon termination, Tenant shall immediately surrender possession of the Demised Premises to Landlord as provided in Section 20.18 hereof. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord within ten (10) business days of demand all Rent hereinafter becoming due and payable under this Lease.

(f) Right of Landlord to Re-Enter. In the event of any termination of this Lease, Landlord shall have the immediate right to enter upon and repossess the Demised Premises, and any personal property of Tenant may be removed from the Demised Premises and stored in any public warehouse at the risk and expense of Tenant.

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(g) Cumulative Remedies. Each remedy or right of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease and the exercise or the beginning of the exercise by Landlord of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies.

(h) Waiver. Tenant hereby expressly waives, so far as permitted by law, any and all right of redemption or reentry or repossession or to revive the validity and existence of this Lease in the event that Tenant shall be dispossessed by a judgment or by order of any court having jurisdiction over the Demised Premises or the interpretation of this Lease or in case of entry, reentry or repossession by Landlord or in case of any expiration or termination of this Lease.

Section 12.2 Legal Costs. As provided in Section 19.21 below, in the event of any breach of this Lease by either party, the breaching party shall reimburse the non-breaching party for all reasonable attorneys' fees incurred by the non-breaching party in connection with such breach. Tenant shall also indemnify, protect, defend and hold harmless Landlord from all costs, expenses, demands and liability (including, without limitation, reasonable attorneys' fees and costs, including attorneys' fees as a result of the enforcement of this indemnity) incurred by Landlord if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding any interest under or using the Demised Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person in connection with the Demised Premises; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person with respect to the Demised Premises; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding against Tenant, or other proceeding against Tenant under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any reasonable legal fees or costs incurred by Landlord in any such claim or action.

Similarly, Landlord shall indemnify, protect, defend and hold harmless Tenant from all costs, expenses, demands and liability (including, without limitation, reasonable attorneys' fees and costs, including attorneys' fees as a result of the enforcement of this indemnity) incurred by Tenant if Tenant becomes or is made a party to any claim or action arising out of or resulting from any act or transaction of Landlord or such other person affiliated with Landlord with respect to the Demised Premises. Landlord shall defend Tenant against any such claim or action at Landlord's expense with counsel reasonably acceptable to Tenant or, at Tenant's election, Landlord shall reimburse Tenant for any reasonable legal fees or costs incurred by Tenant in any such claim or action.

Section 12.3 No Waiver. No failure by Landlord or by Tenant to insist upon the performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, and no acceptance by Landlord of full or partial rent from Tenant or any third party during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord or by Tenant, and no breach thereof, shall be waived, altered or modified except by a

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written instrument executed by Landlord and/or by Tenant, as the case may be. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach of this Lease. No waiver of any default of Landlord or Tenant herein shall be implied from any omission by Landlord or Tenant, as applicable, to take any action on account of such default, if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 12.4 Waiver by Tenant. Tenant hereby waives all claims arising from Landlord's re-entering and taking possession of the Demised Premises and removing and storing the property of Tenant as permitted under this Lease and applicable law. No such reentry in accordance with applicable law shall be considered or construed to be a forcible entry by Landlord.

Article XIII. -- Destruction and Restoration

Section 13.1 Destruction and Restoration. If (i) the Demised Premises are substantially damaged or are rendered substantially untenable by fire or other casualty and (ii) Landlord does not notify Tenant of its election to repair or restore such damage, then either Landlord or Tenant may, within thirty (30) days after such fire or other casualty, terminate this Lease by giving the other party a notice in writing of such decision. In the event Tenant or Landlord terminates this Lease in accordance with the foregoing sentences, then (i) the term of this Lease shall expire by lapse of time upon the third day after such notice is given, (ii) the proceeds payable under all casualty insurance policies maintained by Landlord (if any) on the Demised Premises shall be payable to and retained by Landlord, and (iii) Tenant shall vacate the Demised Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions hereinbefore provided, Tenant's liability for Basic Rent and Additional Rent shall cease as of the day following the casualty. Tenant acknowledges that Landlord is not required to either insure the Demised Premises against fire or any other casualty and is not obligated to restore the Demised Premises following any such casualty event.

Section 13.2 Continuance of Tenant's Obligations. Except as expressly provided in Section 13.1, no destruction of or damage to the Demised Premises, the Property or any portion thereof, by fire, casualty or otherwise shall permit Tenant to surrender this Lease or shall relieve Tenant from its liability to pay to Landlord the Basic Rent and Additional Rent payable under this Lease or from any of its other obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon Tenant by present or future law or otherwise to quit or surrender this Lease or the Demised Premises, or any portion thereof, to Landlord or to any suspension, diminution, abatement or reduction of rent on account of any such damage or destruction.



Article XIV. -- Condemnation

Section 14.1 Condemnation of Entire Demised Premises. If, during the Term, the entire Demised Premises shall be taken as the result of the exercise of the power of eminent domain ("Proceedings"), this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such Proceedings and Landlord shall be entitled to and shall receive the total award made in such Proceedings, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord and Tenant hereby waiving any right Tenant has now or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease. In any taking of the Demised Premises, or any portion thereof, whether or not this Lease is terminated as in this Article 14 provided, Tenant shall not be entitled to any portion of the award for the taking of the Demised Premises or damage to the Improvements, except as otherwise provided for in Section 14.3 hereof. All such award, damages, consequential damages and compensation being hereby assigned to Landlord, and Tenant hereby waives any right it now has or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease, except that Tenant shall have, nevertheless, the limited right to prove in the Proceedings and to receive any award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment, and for Tenant's relocation costs in connection therewith.

Section 14.2 Partial Condemnation/Termination of Lease. If, during the Term of this Lease, or any extension or renewal thereof, less than the entire Demised Premises shall be taken in any such Proceedings, this Lease shall, upon vesting of title in the Proceedings, terminate as to the portion of the Demised Premises so taken, and Tenant may, at its option, terminate this Lease as to the remainder of the Demised Premises. Such termination as to the remainder of the Demised Premises shall be effected by notice in writing given not more than 60 days after the date of vesting of title in such Proceedings, and shall specify a date not more than 60 days after the giving of such notice as the date for such termination. Upon the date specified in such notice, the Term, and all right, title and interest of Tenant hereunder, shall cease and come to an end. If this Lease is terminated as in this Section 14.2 provided, Landlord shall be entitled to and shall receive the total award made in such Proceedings, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord, and Tenant hereby waiving any right Tenant has now or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease except as otherwise provided in Section 14.1 hereof. In the event that Tenant elects not to terminate this Lease as to the remainder of the Demised Premises, the rights and obligations of Landlord and Tenant shall be governed by the provisions of Section 14.3 hereof.

Section 14.3 Partial Condemnation/Continuance of Lease. If a portion of the Demised Premise, shall be taken in such Proceedings, and this Lease is not terminated as in Section 14.2 hereof provided, this Lease shall, upon vesting of title in the Proceedings, terminate as to the parts so taken, and Tenant shall have no claim or interest in the award, damages, consequential damages and compensation, or any part thereof except as otherwise provided in Section 14.1 hereof. Landlord shall be entitled to and shall receive the total award made in such

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Proceedings, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord, and Tenant hereby waiving any right Tenant has now or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease except as otherwise provided in Section 14.1 hereof. From and after the date of delivery of possession to the condemning authority pursuant to the Proceedings, a just and proportionate part of the Basic Rent, according to the extent and nature of such taking, shall abate for the remainder of the Term.

Section 14.4 Continuance of Obligations. In the event of any termination of this Lease, or any part thereof, as a result of any such Proceedings, Tenant shall pay to Landlord all Basic Rent and all Additional Rent and other charges payable hereunder with respect to that portion of the Demised Premises so taken in such Proceedings with respect to which this Lease shall have terminated justly apportioned to the date of such termination. From and after the date of vesting of title in such Proceedings, Tenant shall continue to pay the Basic Rent and Additional Rent and other charges payable hereunder, as in this Lease provided, to be paid by Tenant, subject to an abatement of a just and proportionate part of the Basic Rent according to the extent and nature of such taking as provided for in Sections 14.3 and 14.5 hereof in respect to the Demised Premises remaining after such taking.

Section 14.5 Adjustment of Rent. In the event of a partial taking of the Demised Premises under Section 14.3 hereof, or a partial taking of the Demised Premises under Section 14.2 hereof, followed by Tenant's election not to terminate this Lease, the fixed Basic Rent payable hereunder during the period from and after the date of vesting of title in such Proceedings to the termination of this Lease shall be reduced to a sum equal to the product of the Basic Rent provided for herein multiplied by a fraction, the numerator of which is the value of the Demised Premises after such taking, and the denominator of which is the value of the Demised Premises prior to such taking.

Article XV. -- Assignment; Subletting

Section 15.1 Restriction on Transfer. Tenant shall not sublet the Demised Premises, or any portion thereof, nor assign, mortgage, pledge, transfer or otherwise encumber or dispose of this Lease, or any interest therein, or in any manner assign, mortgage, pledge, transfer or otherwise encumber or dispose of its interest or estate in the Demised Premises, or any portion thereof (each of which is herein called a "Transfer"), without obtaining Landlord's prior written consent in each and every instance (which Landlord shall be entitled to withhold in its sole discretion). The foregoing notwithstanding, Landlord hereby agrees that Tenant may enter into a sublease or license agreement with Ourisman Automotives permitting such party to park vehicles in the lower/rear portion of the Demised Premises between the guard rail and the westerly boundary line of the Demised Premises, provided that: (i) as set forth in Section 4.1 above, no vehicles may be parked on any portion of the Adjacent Parcel or on property not owned by Landlord where public parking is not expressly permitted, and Tenant shall indemnify Landlord for any and all fines and damages which may be asserted against Landlord on account of any parking on property other than the Demised Premises; (ii) consistent with the provisions of Section 4.1 above, such area may be used for parking purposes only, and there shall be no vehicle repair, maintenance, servicing, washing or detailing or similar activities conducted within


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such portion of the Demised Premises; and (iii) all of the provisions of this Lease shall apply with respect to such arrangement.

**Article XVI. -- Subordination; Non-Disturbance; Notice to Mortgagee;
Attornment**

Section 16.1 Subordination by Tenant. This Lease and all rights of Tenant therein, and all interest or estate of Tenant in the Demised Premises, or any portion thereof, shall be subject and subordinate to the lien of any mortgage, deed of trust, security instrument or other document of like nature ("Mortgage"), which at anytime (now or hereafter) may have been or may be placed upon the Demised Premises, or any portion thereof or Landlord's interest therein, by Landlord, and to the lien of any replacements, renewals, amendments, modifications, extensions or refinancing thereof, and to each and every advance made under any Mortgage. Tenant agrees at any time hereafter, and from time to time on demand of Landlord, to execute and deliver to Landlord any instruments, releases or other documents that may be reasonably required for the purpose of subjecting and subordinating this Lease such Mortgage. If a Mortgage encumbering the Demised Premises, or any portion thereof or Landlord's interest therein is executed by Landlord, upon Landlord's request, Tenant agrees to execute and deliver to Landlord, within fifteen (15) days after Landlord delivers its request in writing, a subordination, non-disturbance and attornment agreement (or similar instrument) in a form reasonably required by Tenant and, until the execution and delivery of such agreement, this Lease shall not be subordinate to the lien of any such Mortgage.

Section 16.2 Attornment. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Tenant, at its election, shall attorn to the purchaser at such foreclosure sale, and recognize such purchaser or new landlord as the landlord under this Lease, provided that such purchaser or new landlord shall have expressly assumed the obligations of Landlord under this Lease and, in any event, subject to any right Tenant may have under the provision 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 Lease and the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed or in the event any ground lease is terminated. Notwithstanding the foregoing, Tenant agrees that the holders of any such mortgages shall have the right to make this Lease superior to the such mortgage, by the filing of subordination statements or otherwise, and Tenant hereby consents to any such filing. Landlord shall not implement any other transfer of Landlord's interest hereunder, unless, upon the written request of Tenant, such transferee shall have expressly assumed the obligations of Landlord under this Lease and, in such event, Tenant and such transferee shall promptly execute and deliver an instrument satisfactory to the parties to evidence such assumption.

Article XVII. -- Signs

Section 17.1 Tenant's Signs. Tenant may install and maintain signs on the exterior of the Building, provided that such sign or signs have been approved by Landlord as to the size, location, design and all other aspects thereof, such approval not to be unreasonably withheld, and such signs do not violate applicable governmental laws, ordinances, rules or regulations. Tenant

may not install any exterior sign until it has obtained all necessary governmental and quasi-governmental approvals therefor, all third party approvals.

Article XVIII. -- Changes and Alterations

Section 18.1 Tenant's Changes and Alterations. Tenant shall not make any changes, alterations, restoration or construction (hereinafter sometimes called "Alterations") to the Building or any other portion of the Premises without Landlord's prior written consent in each instance, which consent may be granted or withheld in Landlord's sole and absolute discretion. In connection with the foregoing:

(a) No Alterations approved by Landlord shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal, state and federal permits and authorizations of the various governmental bodies and departments having jurisdiction thereof.

(b) Before commencement of any Alterations, Tenant must obtain Landlord's prior written approval of detailed plans and specifications and, if the estimated cost of the Alterations exceeds \$50,000, Tenant must furnish to Landlord a surety company performance bond issued by a surety company licensed to do business in the state in which the Demised Premises are located and reasonably acceptable to Landlord in an amount equal to the estimated cost of such work guaranteeing the completion thereof within a reasonable time thereafter or other evidence reasonably acceptable to Landlord of Tenant's ability to complete the proposed Alterations (i) free and clear of all mechanic's liens or other liens, encumbrances, security interests and charges, and (ii) in accordance with the plans and specifications approved by Landlord.

(c) All Alterations done in connection with any change or alteration shall be done in compliance with all building and zoning laws of the place in which the Demised Premises are situated, and with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the Board of Fire Underwriters where the Building is located, or any other body exercising similar functions. The cost of any such change or alteration shall be paid in cash so that the Demised Premises, the Property and all portions thereof shall at all times be free of liens for labor and materials supplied to the Demised Premises, the Property or any portion thereof. Tenant shall obtain and maintain, at its sole cost and expense, during the performance of the Alterations, workers' compensation insurance covering all persons employed by Tenant in connection with the Alterations and with respect to which death or injury claims could be asserted against Landlord or Tenant or against the Demised Premises, the Property or any interest therein, and the insurance coverages required by Section 6.1 hereof shall be supplemented with "builder's risk" insurance on a completed value form or other comparable coverage on the Alterations. All such insurance shall be in a company or companies authorized to do business in the state in which the Demised Premises are located and reasonably satisfactory to Landlord, and all such policies of insurance or certificates of insurance shall be delivered to Landlord endorsed "Premium Paid" by the company or agency issuing the same, or with other evidence of payment of the premium reasonably satisfactory to Landlord.

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(d) All Alterations (other than Tenant's movable trade fixtures, equipment and back-up generators) made or installed by Tenant shall immediately, upon completion or installation thereof, become the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord on the expiration of the Term.

(e) No change, alteration, restoration or new construction shall be in or connect the Improvements with any property, building or other improvement located outside the boundaries of the Land, nor shall the same obstruct or interfere with any existing easement.

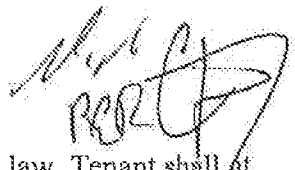
(f) As a condition to granting approval for any Alterations, Landlord may require, by written notice to Tenant, provided such notice is given at or prior to the time of granting such approval, that Tenant agree to remove any such Alterations installed by Tenant in the Demised Premises at Tenant's sole cost and expense, to the extent that the existence of such improvements would increase the cost of demolition from the cost to demolish the existing Improvements.

(g) Tenant shall notify Landlord in writing prior to commencing any Alterations to the Demised Premises which have been approved by Landlord so that Landlord shall have the right to record and post notices of non-responsibility on the Demised Premises.

Article XIX. -- Miscellaneous Provisions

Section 19.1 Entry by Landlord. Tenant shall permit Landlord and authorized representatives of Landlord to enter upon the Demised Premises at all reasonable times during ordinary business hours upon not less than 24 hours prior notice for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public body, or the Board of Fire Underwriters, or any similar body. Nothing herein contained shall imply any duty upon the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

Section 19.2 Exhibition of Demised Premises. Landlord is hereby given the right during usual business hours, upon not less than 24 hours prior notice, at any time during the Term to enter upon the Demised Premises and to exhibit the same for the purpose of mortgaging or selling the same. In addition, Landlord is hereby given the right during usual business hours, upon not less than 24 hours prior notice, during the last ninety (90) days of the Term to enter upon the Demised Premises and to exhibit the same for the purpose of leasing the same. In connection with Landlord's entry upon the Demised Premises pursuant to this Section 19.2, Landlord shall use commercially reasonable efforts to minimize any interference to Tenant's business. During the Term, Landlord shall be entitled to display on the Demised Premises, in such manner as to not unreasonably interfere with Tenant's business, signs indicating that the Demised Premises are for rent or sale and suitably identifying Landlord or its agent. Tenant agrees that such signs may remain unmolested upon the Demised Premises and that Landlord may exhibit the Demised Premises to prospective tenants during such period.



Section 19.3 Indemnification. To the fullest extent allowed by law, Tenant shall at all times indemnify, defend and hold harmless Landlord and Landlord's shareholders, employees and managing agent against and from any and all claims, costs, liabilities, actions and damages (including, without limitation, reasonable attorneys' fees and costs) arising from the conduct or management of the Demised Premises, or from any use or occupancy of the Demised Premises, the Property or work or things whatsoever done in or about the Demised Premises or the Property (except for any acts of Landlord and/or Landlord's shareholders, employees or managing agent), arising from any condition of the Improvements, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, its agents, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the Term, in or about the Demised Premises, the Property or upon the sidewalk and the land adjacent thereto (except to the extent caused by Landlord and/or Landlord's shareholders, employees or managing agent), and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord. Tenant's obligations under this Section 19.3 shall be insured by contractual liability coverage under Tenant's policies of insurance required under the provisions of Section 6.2 hereof.

Section 19.4 Notices. All notices, demands, submissions, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if delivered by (i) hand, (ii) overnight delivery service, next business day delivery specified with signature required or (iii) registered or certified United States mail, postage prepaid, return receipt requested, and:

If directed to Tenant <i>prior</i> to the Commencement Date, addressed to:	Classic Motors of Washington, D.C., LLC 11605 Old Georgetown Road North Bethesda, MD 20852. Attn: Robert S. Peacock, President/Managing Member
If directed to Tenant <i>after</i> the Commencement Date, addressed to:	Classic Motors of Washington, D.C., LLC 4800 Wisconsin Avenue Washington, D.C. <u>20016</u> Attn: Robert S. Peacock, President/Managing Member
If directed to the Landlord, addressed to:	c/o Georgetown Day School 4200 Davenport Street, NW Washington, DC 20016 Attn: Rahel Rosner

With a copy to:

Goulston & Storrs P.C.
1999 K Street, NW, Suite 500
Washington, DC 20006
Attn: Timothy H. Watkins, Esq.

Handwritten: New
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or at such other place as either party may from time to time designate by written notice to the other party. Notices, demands and requests which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time delivery is made or rejected.

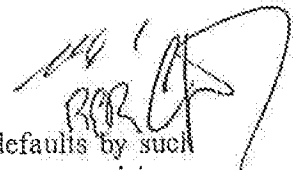
Section 19.5 Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Basic Rent and Additional Rent, and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Demised Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming by, through or under Landlord.

Section 19.6 Landlord's Continuing Obligations. The term "Landlord," as used in this Lease so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Property (or if the Property is subject to a ground lease, then the ground lessor under such ground lease), and in the event of any transfer or transfers or conveyance, the then grantor shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, but only to the extent such covenants or obligations are expressly assumed or deemed assumed pursuant to the terms of this Lease and provided that any funds in the hands of such landlord or the then grantor at the time of such transfer, in which Tenant has an interest, may be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provision of this Lease shall be paid to Tenant. The covenants and obligations contained in this Lease on the part of Landlord shall, subject to the aforesaid, be binding on Landlord's successors and assigns, during and in respect of their respective successive periods of ownership of the Property (or period that they are a ground tenant under a ground lease of the Property).

Section 19.7 Estoppel. Landlord and Tenant shall, each without charge at any time and from time to time, within thirty (30) days after written request by the other party, certify by written instrument, duly executed, acknowledged and delivered to any mortgagee, assignee of a mortgagee, proposed mortgagee, or to any purchaser or proposed purchaser, or to any other person dealing with Landlord, Tenant or the Demised Premises:

(a) That this Lease (and all guaranties, if any) is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and stating the modifications);

(b) The dates to which the Basic Rent or Additional Rent have been paid in advance;


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(c) Whether or not there are then existing any breaches or defaults by such party or the other party known by such party under any of the covenants, conditions, provisions, terms or agreements of this Lease, and specifying such breach or default, if any, or any setoffs or defenses against the enforcement of any covenant, condition, provision, term or agreement of this Lease (or of any guaranties) upon the part of Landlord or Tenant (or any guarantor), as the case may be, to be performed or complied with (and, if so, specifying the same and the steps being taken to remedy the same); and

(d) Such other statements or certificates as Landlord or any mortgagee may reasonably request.

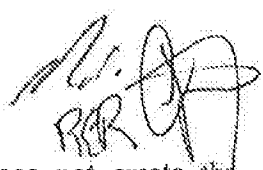
It is the intention of the parties hereto that any statement delivered pursuant to this Section 19.7 may be relied upon by any of such parties dealing with Landlord, Tenant or the Demised Premises. If Landlord or Tenant does not deliver such statement to the other within such 20-day period, any prospective party dealing with the Demised Premises or the Building, may conclusively presume and rely upon the following facts, provided that the party having requested the statement shall have furnished to the other party a copy of its statement: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by the certifying party; (ii) that this Lease has not been cancelled or terminated and is in full force and effect, except as otherwise represented by the certifying party; (iii) that the current amounts of the Basic Rent is as represented by the certifying party; (iv) that there have been no subleases or assignments of the Lease; (v) that not more than one month's Basic Rent or other charges have been paid in advance; and (vi) that the certifying party is not in default under the Lease. In such event, the other party shall be estopped from denying the truth of such facts.

Section 19.8 Memorandum of Lease. This Lease shall not be recorded without Landlord's prior written consent. In addition, a memorandum of Lease shall not be recorded by Tenant without Landlord's prior consent. If a Memorandum of Lease is recorded by either party hereto, such party will bear the full cost of any transfer, documentary stamp or other tax, and any recording fee, assessed in connection with such recordation.

Section 19.9 Severability. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

Section 19.10 Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and its successors and assigns and Tenant and its permitted successors and assigns, subject to the prohibition upon assignment and subletting by Tenant set forth in this Lease.

Section 19.11 Captions and Capitalized Terms. The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease. Capitalized terms used in this Lease and not otherwise defined shall have the meanings provided in the Purchase Agreement.


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Section 19.12 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

Section 19.13 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease, together with the Exhibits attached hereto, contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

Section 19.14 No Merger. There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Demised Premises by reason of the fact that the same person, firm, corporation or other entity may acquire, hold or own directly or indirectly, (a) this Lease or the leasehold interest created by this Lease or any interest therein, and (b) any such other estate or interest in the Demised Premises, or any portion thereof. No such merger shall occur unless and until all persons, firms, corporations or other entities having an interest (including a security interest) in (1) this Lease or the leasehold estate created thereby, and (2) any such other estate or interest in the Demised Premises, or any portion thereof, shall join in a written instrument expressly effecting such merger and shall duly record the same.

Section 19.15 Possession and Use. Tenant acknowledges that the Demised Premises are the property of Landlord and that Tenant has only the right to possession and use thereof upon the covenants, conditions, provisions, terms and agreements set forth in this Lease.

Section 19.16 No Surrender During Lease Term. Except as provided in this Lease, no surrender to Landlord of this Lease or of the Demised Premises, or any portion thereof, or any interest therein, prior to the expiration or earlier termination of the Term shall be valid or effective unless agreed to and accepted in writing by Landlord.

Section 19.17 Surrender of Demised Premises. At the expiration of the Term, Tenant shall surrender the Demised Premises in a condition that is in compliance with all applicable laws and in the condition set forth in Section 9.10, reasonable wear and tear excepted, and shall surrender all keys to the Demised Premises to Landlord at the place then fixed for the payment of Basic Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any. Tenant shall at such time remove all of its property therefrom and all alterations and improvements placed thereon by Tenant to the extent required under Section 18.1 hereof. Any and all such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant. All property of Tenant not removed within thirty (30) days after the last day of the Term shall be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all property of Tenant from the Demised Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant and Landlord shall not be liable for damage, theft, misappropriation or loss thereof and Landlord shall not be liable in any manner in respect thereto. Tenant shall pay all costs and expenses of such removal, transportation and storage. Tenant shall reimburse Landlord upon demand for any

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expenses incurred by Landlord with respect to removal or storage of abandoned property and with respect to restoring such Demised Premises to the condition set forth in Section 9.10 hereof.

Section 19.18 Holding Over. In the event Tenant remains in possession of the Demised Premises after expiration of this Lease, and without the execution of a new lease, it shall be deemed to be occupying the Demised Premises as a tenant from month to month, subject to all the provisions, conditions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that the Basic Rent shall be escalated to one hundred fifty percent (150%) of the then current Basic Rent for the Demised Premises.

Section 19.19 Landlord Approvals. Any approval by Landlord or Landlord's architects and/or engineers of any of Tenant's drawings, plans and specifications which are prepared in connection with any construction of improvements respecting the Demised Premises shall not in any way be construed or operate to bind Landlord or to constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any reason, purpose or condition, but such approval shall merely be the consent of Landlord, as may be required hereunder, in connection with Tenant's construction of improvements relating to the Demised Premises in accordance with such drawings, plans and specifications.

Section 19.20 Intentionally Omitted.

Section 19.21 Attorneys' Fees. In the event of a breach of this Lease by either party, the breaching party shall pay to the non-breaching party, upon request by the non-breaching party, all costs and damages incurred by the non-breaching party in connection with such breach, including, but not limited to, reasonable attorneys' fees and expenses and court costs.

Section 19.22 Landlord's Limited Liability. Tenant agrees to look solely to Landlord's interest in the Demised Premises for recovery of any judgment from Landlord, it being agreed that Landlord (and if Landlord is a partnership, its partners, whether general or limited, and if Landlord is a corporation, its directors, officers or shareholders, and if Landlord is a limited liability company, its members) shall never be personally liable for any personal judgment or deficiency decree or judgment against it.

Section 19.23 Broker. Landlord and Tenant each represents that, except for Blake Dickson Real Estate (who shall be paid by Landlord pursuant to separate written agreement), it has not dealt with any broker, salesman, finder or agent in connection with this Lease and that no broker has negotiated or participated in negotiations of this Lease or is entitled to any commission in connection therewith. Each party shall indemnify and hold harmless the other from and against any and all commissions, fees and expenses and all claims therefor by any broker, salesman, finder, agent or other party in connection with or arising out of the indemnifying party's action in entering into this Lease.

Section 19.24 Governing Law. This Lease shall be governed by the laws of the District of Columbia. All covenants, conditions and agreements of Tenant arising hereunder shall be performable in the District of Columbia. Any suit arising from or relating to this Lease

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shall be brought in the District of Columbia, and the parties hereto waive the right to be sued elsewhere.

Section 19.25 Joint and Several Liability. All parties signing this Lease as Landlord or Tenant shall be jointly and severally liable for all obligations of such party.

Section 19.26 Title and Zoning. During the Term Tenant shall not take any actions which could cause an adverse change in the state of title to the Demised Premises and/or in the zoning classification or zoning entitlements applicable to the Demised Premises.

Section 19.27 Cooperation. During the Term, Tenant shall provide reasonable cooperation to Landlord and its agents, representatives and consultants, without cost or expense to Tenant, in connection with any requests or applications for, and the processing and obtaining of, such consents, waivers, variances, exemptions, permits and approvals required or necessary in connection with or in preparation for Landlord's redevelopment of the Property after the end of the Term, including without limitation any and all changes to or modifications of the current zoning classification or land use rights and restrictions currently in effect with respect to the Property, all site plan, subdivision, development and construction plans, approval of all utility proposals and easements or other agreements necessary to provide required utilities to the Property, and the granting and issuance by the governmental or quasi-governmental agency of all grading, sheeting, shoring and building permits, licenses and similar approvals, to the extent that, in each such case, Tenant's participation is necessary in order to implement any of the foregoing actions. To the extent Tenant incurs any cost (including without limitation, reasonable attorneys' fees and expenses) in connection with such cooperation, Landlord shall reimburse Tenant for all such amounts within ten (10) days of Tenant's submission to Landlord of evidence regarding such costs and expenses.

Section 19.28 Guaranty of Lease. As a material inducement to Landlord entering into this Lease, Tenant's majority owners, Robert S. Peacock, The Robert S. Peacock Irrevocable Trust and Cesare F. Santangelo, M.D., are concurrently herewith executing the Guaranty of Lease in the form of Exhibit C attached hereto and incorporated herein by reference.

Section 19.29 WAIVER OF JURY TRIAL.

LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

LANDLORD AND TENANT ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND

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VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. TENANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS LEASE REVIEWED BY ITS LEGAL COUNSEL PRIOR TO ITS EXECUTION. PREPARATION OF THIS LEASE BY LANDLORD OR LANDLORD'S AGENT AND SUBMISSION OF SAME TO TENANT SHALL NOT BE DEEMED AN OFFER BY LANDLORD TO LEASE THE PREMISES TO TENANT OR THE GRANT OF AN OPTION TO TENANT TO LEASE THE PREMISES. THIS LEASE SHALL BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LANDLORD HAS DELIVERED A FULLY EXECUTED ORIGINAL OF THIS LEASE TO TENANT.

[signatures on following page]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

4800 WISCONSIN AVENUE LLC,
a Delaware limited liability company

By: Rachel Rosner
Name: Rachel Rosner
Title: DFO

TENANT:

CLASSIC MOTORS OF WASHINGTON, D.C.,
LLC, a District of Columbia limited liability
company

By: Robert S. Peacock
Robert S. Peacock, President/Managing
Member

MS
RSP [Signature]

EXHIBIT A

Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Washington in the District of Columbia, and being more particularly described as follows:

Parcel One:

Lot numbered Twenty (20) in Square numbered Seventeen Hundred Thirty-three (1733) in the subdivision made by Imperial Investment Co., as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 164 at folio 4.

Parcel Two:

Lot numbered Six (6) in Block numbered Three (3) in John M. Barry's subdivision of part of "Friendship" and "Mount Airy", as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber County 8 at folio 123.

NOTE: At the date hereof the above described property is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lots numbered Eight Hundred Seventeen (817) and Eight Hundred Eighteen (818) in Square 1733 numbered Seventeen Hundred Thirty-three (1733).

Parcel Three:

Part of a tract of land known as "Friendship", described as follows:

BEGINNING for the same at the intersection of the Southerly line of the land conveyed to Samuel O. Wendall by Deed recorded in Liber 1143 at folio 377 of the Land Records of the District of Columbia with the Westerly line of Wisconsin Avenue, as widened by proceedings in District Court Cause No. 1263 in the Supreme Court of the District of Columbia, and shown on plat recorded in Liber 63 at folio 8 of the Records of the Office of the Surveyor for the District of Columbia, and running thence along said Westerly line of Wisconsin Avenue, the two following courses and distances: (1) North 20 degrees 31 minutes 40 seconds West, 53.23 feet, (2) North 22 degrees 06 minutes West, 21.15 feet to the Southerly line of the land conveyed to George Walker by Deed recorded in Liber 2493 at folio 380 of said Land Records; thence with said Walker's Southerly line, South 62 degrees 41 minutes West, 125.48 feet to the Easterly line of 42nd Street, as condemned and taken by proceedings in District Court Cause No. 2566 in the District Court of the United States for the District of Columbia, and shown on plat recorded in Liber 113 at folio 15 in said Surveyor's Office Records; thence with said Easterly line of 42nd Street, South 0 degrees 01 minutes East, 92.09 feet to the Southerly line of the land conveyed to Samuel O. Wendall as aforesaid; thence with said Southerly line, North 59 degrees 51 minutes East, 159.70 feet to the place of beginning.

NOTE: At the date hereof the above described property is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot numbered Eight Hundred Thirty-nine (839) in Square numbered Seventeen Hundred Thirty-three (1733).


LESS AND EXCEPT, and specifically excluding, the property depicted as the "Adjacent Parcel" on Exhibit B attached hereto.

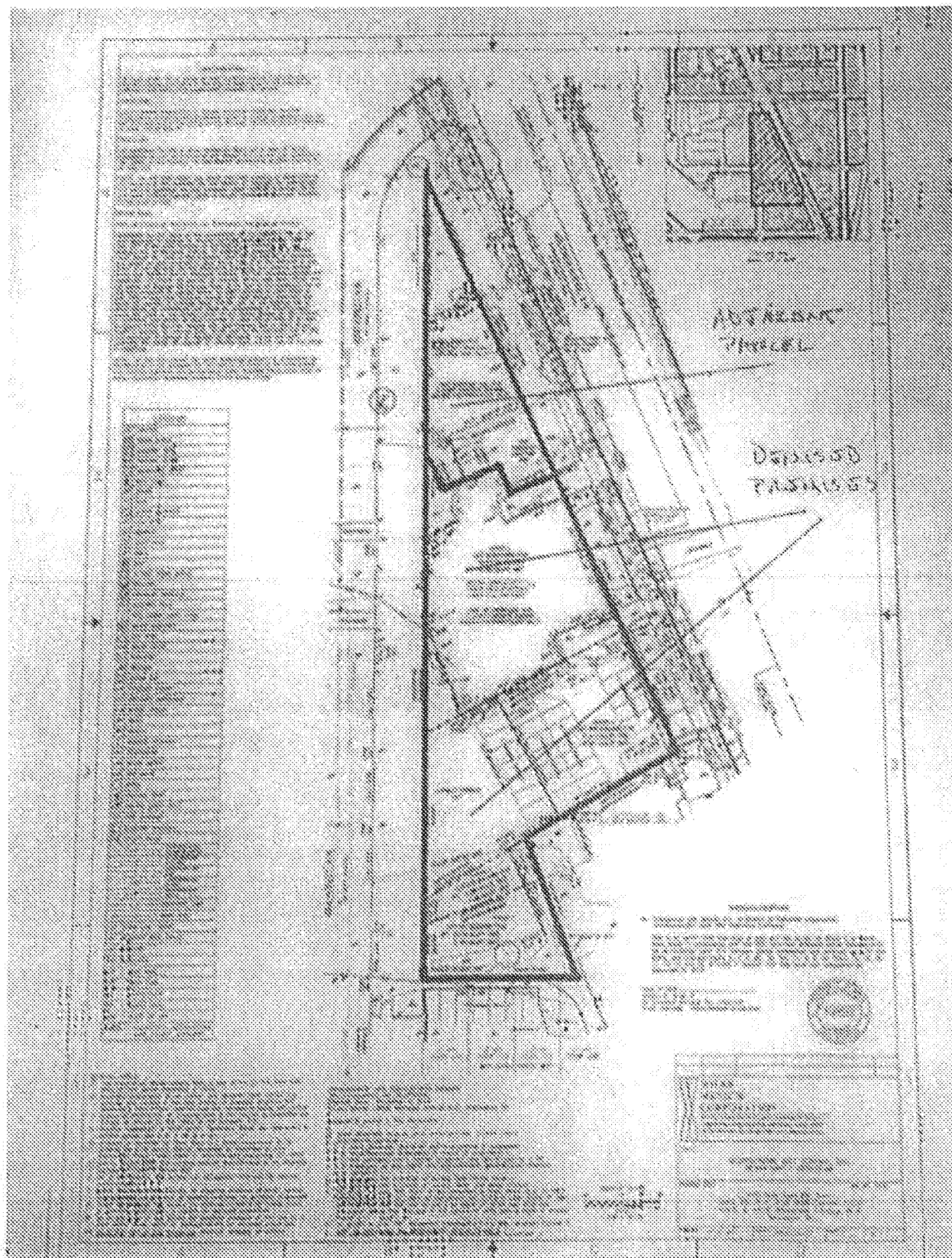
REC 157

EXHIBIT B

PLAN DEPICTING LAND, IMPROVEMENTS AND ADJACENT PARCEL

[attached hereto]

See REC 



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A handwritten signature in black ink, appearing to be 'C. F. A.' or similar, written in a cursive style.

RCR


EXHIBIT C

Form of Guaranty of Lease

[attached hereto]

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GUARANTY

THIS GUARANTY is made as of Feb. 15th, 2016 by (i) (a) ROBERT S. PEACOCK, having an address of 6161 31ST Place, N.W., Washington, D.C. 20015 ("Peacock"), (ii) THE ROBERT S. PEACOCK IRREVOCABLE TRUST, established under Trust Agreement dated November 1, 2011, having an address of 6161 31ST Place, N.W., Washington, D.C. 20015 (the "Trust"), and (iii) CESARE F. SANTANGELO, M.D., having an address of 4751 Reservoir Road, Washington, D.C. 20007 ("Santangelo") (Peacock, the Trust and Santangelo being collectively referred to herein as "Guarantor"), to and for the benefit of (ii) 4800 WISCONSIN AVENUE LLC, a Delaware limited liability company ("Landlord") having an address at c/o Georgetown Day School, 4200 Davenport Street, N.W., Washington, D.C., 20016, Attn: Rahel Rosner.

RECITALS:

A. Landlord has leased to Classic Motors, Inc., a Delaware corporation ("Tenant") certain space (the "Premises") located in an office building owned by Landlord having a street address of 4800 Wisconsin Avenue, Washington, D.C., pursuant to that certain Lease by and between Landlord and Tenant dated of even date herewith (the "Lease").

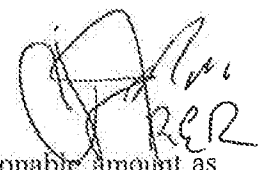
B. Each party comprising Guarantor has a material direct or indirect ownership interest in Tenant and, as such, each party comprising Guarantor is materially benefited by the Lease.

C. The undertaking by Guarantor to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Lease, and, except for this Guaranty, Landlord would not enter into the Lease with Tenant.

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor agrees with Landlord as follows:

1. Guarantor hereby agrees to be liable for any and all sums payable under the Lease by Tenant and for the full performance and observance of each and every covenant and agreement of Tenant contained in the Lease (including all exhibits thereto) to the same extent as if Guarantor was the tenant under the Lease and had executed and delivered the Lease (including all exhibits attached hereto). Guarantor unconditionally and irrevocably guarantees that all sums stated in the Lease to be payable by Tenant will be promptly paid in full when due in accordance with the Lease and that Tenant will perform and observe each and every covenant and agreement in the Lease required to be performed and observed by Tenant. This Guaranty is irrevocable, unconditional and absolute, and if for any reason any such sums shall not be paid promptly when due, Guarantor will, promptly after notice thereof and within the time period set forth in the Lease for the making of payment of any such sums, pay the same to the person entitled thereto pursuant to the Lease regardless of (a) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person to collect such sum or any part thereof, (b) the termination of the Lease as a result of the default of Tenant thereunder, or (c) any other condition or contingency which would not exonerate Guarantor from liability under the Lease if it were the




Handwritten signature and initials, possibly "RER", are present in the top right corner of the page.

tenant thereunder. Guarantor also agrees to pay to Landlord such further reasonable amount as shall be sufficient to cover the actual and reasonable cost and expense of collecting such sums or any part thereof or of otherwise enforcing this Guaranty, including, without limitation, reasonable attorneys' fees.

2. The obligations, covenants and agreements of Guarantor under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following, although without notice to or the further consent of Guarantor:

(i) the waiver by Landlord of the performance or observance by Tenant Guarantor or any other party of any of the agreements, covenants or conditions contained in the Lease or this Guaranty;

(ii) the extension, in whole or in part, of the time for payment by Tenant or Guarantor of any sums owing or payable under the Lease or this Guaranty, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty, or the renewal of the Lease or this Guaranty;

(iii) any assignment of the Lease or subletting of the Premises or any part thereof;

(iv) the modification or amendment (whether material or otherwise) of any of the obligations of Tenant under the Lease or Guarantor under this Guaranty;

(v) the doing or the omission of any of the acts referred to in the Lease or this Guaranty (including, without limitation, the giving of any consent referred to therein);

(vi) any failure, omission or delay on the part of Landlord to enforce, assert to exercise any right, power or remedy conferred on or available to Landlord in or by the Lease or this Guaranty, or any action on the part of Landlord granting indulgence or extension in any form whatsoever;

(vii) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangements, composition or readjustment of, or other similar proceeding affecting Tenant or Guarantor or any of its or their assets;

(viii) the release of Tenant or Guarantor from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Lease or this Guaranty by operation of law; or

(ix) the assignment of the Lease by Landlord to any successor landlord, in which event this Guaranty shall inure to the benefit of any such successor landlord.

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3. 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, and does hereby (without the necessity of any further agreement or act) assume all obligations and liabilities of Tenant under the Lease to the same extent as if (a) Guarantor was originally named Tenant under the Lease, and (b) 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

4. Notice of acceptance of this Guaranty and notice of any obligations or liabilities contracted or incurred by Tenant are hereby waived by Guarantor.

5. This Guaranty shall be construed in accordance with the internal laws of the District of Columbia.

6. This Guaranty may not be modified or amended except by a written agreement duly executed by Guarantor and Landlord.

7. Guarantor's liability hereunder shall be primary and not secondary, and shall be joint and several with that of Tenant. Landlord may proceed against Guarantor under this Guaranty without initiating or exhausting its remedy or remedies against Tenant, and may proceed against Tenant and/or Guarantor separately or concurrently.

8. Guarantor waives any claim, right or remedy which Guarantor may now have or hereafter acquire against Tenant that arises hereunder and/or from the performance by Guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Landlord against Tenant or any security which Landlord now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

9. Guarantor waives (a) any right to require Landlord to proceed against Tenant to obtain payment; (b) any right to require Landlord to proceed against or exhaust any security held from Tenant; (c) any right to require Landlord to pursue any other remedy in Landlord's power; (d) presentment, demand, notice of dishonor and protest; (e) any defense arising by reason of any disability or by reason of the cessation of the liability of Tenant for any reason other than payment and performance in full; (f) any benefit of and any right to participate in any security held by Landlord now or in the future; (g) any defense based upon diligence in collection of or realization upon sums due under the Lease; (h) any defense arising by reason of any disability, incapacity, lack of authority or death of any other person or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy, or any other proceeding) of any other person; and (i) any defense based upon an election of remedies based upon any notice or demand of any kind that may be required to be given by any statute or rule of law, or by any of the agreements between Tenant and Landlord.

10. Within ten (10) business days after Landlord's written request to Guarantor, delivered no more than once per calendar year, and at any other time that Tenant is in default under the Lease or Landlord is pursuing a sale or refinancing transaction, Guarantor shall

execute and deliver to Landlord a statement in writing setting forth any amendments to this Guaranty and stating whether or not this Guaranty is in full force and effect and specifying what reasons or defenses, if any, support any claim that this Guaranty is not in full force and effect.

11. Any notice which Landlord may elect to send to Guarantor shall be binding upon Guarantor if mailed to them at the address set forth above or such other address as Guarantor may, in writing, make known to Landlord, by United States Certified or Registered Mail, Return Receipt Requested.

12. This Guaranty shall be binding upon, and insure to the benefit of, the parties hereto and their respective successors and assigns.

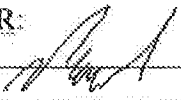
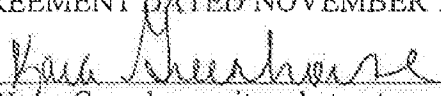
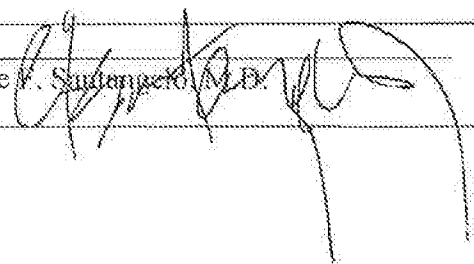
13. Each party comprising Guarantor shall be jointly and severally liable for all of the obligations of Guarantor hereunder; provided, however, that the obligations of Santangelo hereunder shall be limited to (i) One Hundred Thousand and No/100 Dollars (\$100,000.00) plus (ii) all legal fees and court costs incurred by Landlord in pursuing its rights under this Guaranty against Santangelo.

14. This Guaranty may be executed in two (2) counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed under seal as of the date first above written.

WITNESS:

GUARANTOR:

	 Robert S. Peacock
	THE ROBERT S. PEACOCK IRREVOCABLE TRUST UNDER TRUST AGREEMENT DATED NOVEMBER 1, 2011 By:  Kara Greenhouse, its sole trustee
	 Cesare F. Santangelo, M.D.

December 15, 2017

***VIA CERTIFIED MAIL AND
VIA HAND DELIVERY***

Classic Motors of Washington, D.C., LLC
4800 Wisconsin Avenue
Washington, D.C. 20016
Attn: Estate of Robert S. Peacock
Attn: Michael Kaufman

***Re: Notice of default under Lease Agreement dated as of February 15, 2016 (the
"Lease"), between 4800 Wisconsin Avenue, LLC ("Landlord") and Classic
Motors of Washington, D.C., LLC (Tenant")***

Ladies and Gentlemen:

This firm represents the Landlord under the Lease. All terms not defined herein shall have the meanings as specified in the Lease.

Tenant is hereby officially notified that, as of the date hereof, Tenant has not timely paid to Landlord the Basic Rent due for the months of September, October, November and December, 2016, in the amount of \$10,815.00 for each of such months. The total amount of Basic Rent that is currently past due is \$43,260.00. In connection with the foregoing, we note that, pursuant to the provisions of Section 3.1 of the Lease, the Basic Rent for each calendar month is due, in advance, on the first day of such calendar month.

Please be advised that, pursuant to the provisions of Section 12.1(b) of the Lease, Tenant's failure to pay any Rent (which includes Minimum Rent and Additional Rent) within five (5) business days after written notice that the same is due and owing constitutes an Event of Default. In such event, Landlord will be entitled to immediately exercise such rights and remedies as may be available to Landlord under the Lease, at law or in equity on account of such Event of Default.

In addition to Tenant's failure to pay Basic Rent when due, Landlord hereby advises Tenant that Tenant is also in breach of the terms and conditions set forth in the Lease on account of the following matters:

1. Pursuant to the provisions of Section 15.1 of the Lease, Tenant may not sublease or transfer any part of the Demised Premises to any party without Landlord's consent, which Landlord may withhold in its sole discretion. We note that the Lease permits Tenant to enter into an agreement permitting Ourisman Automotive to park vehicles on a portion of the Demised Premises. Landlord has been advised that Tenant has entered into various subleases, license agreements or other agreements permitting third parties other than Ourisman (including specifically Gibson Builders and the Embassy of Spain) to use and occupy portions of the Demised Premises for various purposes. Any and all of such arrangements have been made without Landlord's consent (which consent is not granted), and constitute a breach of the Lease by Tenant.
2. Articles V and VII of the Lease require Tenant to pay, as Additional Rent, all water and sewer charges and all utility charges pertaining to the Demised Premises. We understand that Tenant has failed to timely make payments due on account of electricity, and that one of the unauthorized subtenants has made one or more of such payments on Tenant's behalf to avoid a termination of service. Further, Landlord has been advised, pursuant to the notice attached hereto, that Tenant has failed to timely make payments due to PEPCO and the Washington Sanitary Sewer Commission (WSSC), and such failure may result in a lien being placed on the Building. Demand here is hereby made for Tenant to immediately make all payments due to PEPCO, WSSC and all other utility providers, and to pay any and all fines, penalties and late fees arising from such late payment. Please provide us with evidence that all such payments have been made within five (5) business days' following the date hereof.

Please be advised that, pursuant to Section 12.2 of the Lease, in the event of any breach of the Lease, the breaching party shall reimburse the non-breaching party for its reasonable attorneys' fees. As of the date hereof, Landlord has incurred \$2,700 in legal fees on account of Tenant's default, and Landlord hereby makes demand upon Tenant for immediate payment of the same. To the extent Tenant does not promptly pay and otherwise cure all of the breaches enumerated in this demand letter, then Tenant will also be responsible all additional legal costs and related expenses incurred by Landlord in pursuing its rights under the Lease.

Please also be advised that, pursuant to the provisions of Section 3.4 of the Lease, any Rent which is not paid within 10 days after notice that the same is past due shall bear interest at the rate which is four (4) percentage points in excess of the "prime rate" published in the Wall Street Journal). You may avoid this charge by paying all amounts due promptly upon your receipt of this letter.

Nothing herein shall constitute a waiver of any of Landlord's rights or remedies, under the Lease or otherwise (including but not limited to Landlord's right to exercise remedies on account of the breaches enumerated in this letter and/or Landlord's right to exercise remedies on account of any breaches which are not enumerated in this letter), all of which are hereby expressly reserved.

The obligations of Tenant under the Lease have been personally guaranteed by Robert S. Peacock, the Robert S. Peacock Irrevocable Trust and Cesare F. Santangelo, M.D. (each, a "Guarantor", and collectively, the "Guarantors") pursuant to that certain Guaranty from Guarantors to Landlord dated February 16, 2016. Demand for payment is being made upon each of the Guarantors (and, with respect to Robert S. Peacock, upon the Estate of Robert S. Peacock) pursuant to this letter and pursuant to separate demand letters dated as of the date hereof.

This letter shall constitute official notice of Tenant's failure to timely comply with its obligations under the Lease. Please give this matter your immediate attention.

Very truly yours,


Mark D. Jackson

cc: Estate of Robert S. Peacock (via US Certified Mail and via Hand Delivery)
The Robert S. Peacock Irrevocable Trust (via US Certified Mail and via Hand Delivery)
Cesare F. Santangelo, M.D. (via US Certified Mail and via Hand Delivery)
Leonard Freiman, Esq. (via electronic mail)
Mr. Jeffrey Hauser



An Exelon Company

CLASSIC MOTOR OF WASHINGTON DC LLC
4800 WISCONSIN AVE NW
WASHINGTON DC 20016

Date of Notice: 10/30/2017
Account No: 5000 5045 880
Bill Issue Date: Oct 30, 2017

Service Period: Aug 08, 2017 to Sep 08, 2017
Service Address: 4800 WISCONSIN AVE NW
WASHINGTON DC 20016

NOTICE OF INTENT TO DISCONNECT ELECTRIC SERVICE

Dear CLASSIC MOTOR OF WASHINGTON DC LLC:

Our records show that you haven't been making the payments you agreed to on your account; if we don't hear from you soon we'll have to disconnect your electric service on or after November 14, 2017. You'll need to pay the full amount of 2,006.11 by November 13, 2017 to avoid having your electric disconnected. If your electricity is disconnected you'll need to pay the entire balance plus a reconnection fee of \$35.00, we may request a deposit of up to two twelfths of your annual usage from you, and we'll also have to cancel your payment arrangement.

AMOUNT DUE NOW \$2,006.11

We accept major credit cards and electronic checks by phone, or you can pay in person by check, money order, or cash at one of more than 200 ACE and Global Express service centers across the Washington metropolitan area (they charge a fee for their services). We're here to help, so please call us at 202-833-7500 today (we're open Monday through Friday, 7 am to 8 pm).

Si usted necesita esta información en español, llame al departamento de atención al cliente, lunes a viernes de las 7 am a las 8 pm a 202-872-4641, y pida hablar con un representante en español.

SEE THE BACK OF THIS NOTICE FOR PAYMENT LOCATIONS AND OTHER IMPORTANT CONTACT INFORMATION

Page 1 of 2

Please tear on the dotted line below.

Return this coupon with your payment
made payable to Pepco

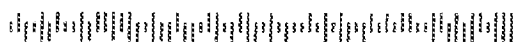
DO NOT SEND CASH BY MAIL

Account number 5000 5045 880

Amount Past Due \$2,006.11

1003185 01 00 01000 110000 05 0 4256 2016-10-30 003 101120 11

4DN00430



CLASSIC MOTOR OF WASHINGTON DC LLC
4800 WISCONSIN AVENUE NW
WASHINGTON DC 20016-4612



Amount
Paid:

\$ 0000.00

PO BOX 13608
PHILADELPHIA PA 19101



70000150005045880000000000200611000000000000000000000000000019

KEEP THIS PART FOR YOUR RECORDS
IMPORTANT CUSTOMER INFORMATION

CUSTOMER SERVICE

For customer or bill inquiries, visit one of our customer service centers, Monday through Friday, (*except holidays) as listed below, or call us at (202) 833-7500. If calling from Brandywine, Pottsville, or Damascus use our toll-free number, 1-800-434-8028. Telephones are staffed between the hours of 7 a.m. to 8 p.m. for customer service inquiries. Written inquiries should be directed to: PEPCO, Correspondence Section, 701 Ninth Street, N.W., Washington, DC 20008-0001. Information regarding rate schedules and how to verify the accuracy of your bill will be mailed upon request. Any inquiry or complaint about your bill should be made prior to the due date, in order to avoid late charges. Please let us know three days in advance if you plan on moving, otherwise we will hold you responsible for service until we are notified.

<u>Customer Information</u>	<u>Numbers</u>	<u>Hours</u>
Customer Care	202-833-7500	7 a.m. to 8 p.m.
Hearing Impaired (TTY)	202-872-2388	7 a.m. to 8 p.m.
Atención al Cliente	202-872-4641	7 a.m. to 8 p.m.

PAYMENTS

Payments can be mailed to PEPCO, P.O. Box 13608, Philadelphia, PA 19101-3608, or payments can be made in person through one of our service centers listed below. Please allow sufficient time for mail delivery. Payments received after the due date will be assessed a late payment charge. Repeated late payments may have an adverse effect on your credit rating with this company and could result in the requirement for the posting of a deposit. It is your responsibility to notify us if you are unable to pay for services. In the event it becomes necessary to disconnect your electric service for non-payment, you will be required to pay all amounts owed, a reconnection fee and meet deposit requirements. Service will be restored normally within 24 hours.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

It is your responsibility to notify the Company by calling (202) 833-7500 before your service is disconnected if anyone at the premises is elderly, disabled or seriously ill. Special procedures apply when these conditions exist.

Residential disconnection may be postponed up to 21 days if (i) written notification is provided to Pepco from a physician or public health official that states that disconnection would be detrimental to the health and safety of an occupant of the premises and (ii) the customer enters into a deferred payment agreement for past due balances. The postponement may be extended for one additional period of not more than 21 days by renewal of the notification.

We have three payment plans under which you may be eligible to participate: the Average Payment Plan allows you to budget a fixed monthly payment; the Time Payment Arrangement Plan can help you eliminate existing balances; or an Extended Payment Date Plan can help you keep your bills current. Please call (202) 833-7500 for further information regarding these payment plans.

If you do not agree with the amount owed, you have the right to dispute the bill by notifying Pepco at the phone number or address provided above. You also have the right to file a complaint with the Public Service Commission of the District of Columbia at 1325 G Street, NW, Suite 800, Washington, DC 20005, by phone at (202) 526-5100, or on their website at www.dcpsc.org.

Legal representation and assistance by the Office of the People's Counsel may be available to you. To inquire about the availability of legal representation and assistance by the Office of the People's Counsel, please call (202) 727-3071, or contact the Office of People's Counsel at 1133 15th Street N.W., Suite 500, Washington, DC 20005.

Page 2 of 2

☐ Check here to enroll in the Direct Debit plan Sign and date here _____

By signing here, you authorize Pepco to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Pepco. You understand that Pepco does not charge for this service, but that your bank may have charges for this service.

Customer Service Centers

<u>Washington DC</u>		<u>Maryland</u>	
701 Ninth St NW	(Mon - Fri) 8:30am - 5:15pm	201 West Gude Dr, Rockville	(Mon - Fri) 10:00am - 2:00pm
2300 Martin Luther King Jr Ave SE	(Mon - Fri) 9:00am - 5:00pm	8500 Old Marlboro Pk, Forestville	(Mon, Wed, Fri) 10:00am - 2:00pm

Any inquiry or complaint about this bill should be made prior to the due date, in order to avoid late charges.

Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



Service Address
4780 WISCONSIN AVE NW
WASHINGTON, DC 20016

Account Number 0216856-5
Square/Suffix/Lot 1733/ 10839
Impervious Surface Square Footage 10900

Customer Service / Servicio Al Cliente: (202) 354-3600
Emergencies / Emergencias: (202) 612-3400

Bill Summary

Billing Date	10/26/17
Previous Balance	\$5,173.50
Payments as of 10/25/17	\$0.00
Late Fees From Prior Balance	\$45.34
Outstanding Amount Due	\$5,218.84
Total Current Bill	\$303.56
Total Amount Due - Please Pay by 11/20/17	\$5,522.40

Meter Number	Prior Read Date	Current Read Date	Number Of Days	Prior Read	Current Read	Usage (CCF)	Usage (Gallons)	Read Type
			29					

IMPORTANT MESSAGES

SERVICE PERIOD FROM 09/27/17 TO 10/26/17
CURRENT WATER AND SEWER CHARGES - COMMERCIAL
Clean Rivers IAC 10.90 ERU x \$ 25.18 \$274.46
CURRENT CHARGES AND CREDITS
DC Govt Stormwater Fee 10.90 ERU x \$ 2.67 \$29.10
TOTAL CURRENT CHARGES \$303.56
TOTAL CURRENT BILL \$303.56

On July 17, DC Water launched a new customer portal. Customers who had been registered through My DC Water need to re-register if they haven't already done so. Visit dcwater.com/customer for important information.

Qualified residential customers who pay a water bill may be eligible for a discount on their water and sewer bill. Please call the Department of Energy & Environment at 311 to see if you qualify.

Your balance forward is past due. Your property may be subject to a lien for the unpaid balance.

Please return the portion below with your payment to ensure proper credit to your account. For payment options, see reverse.

"WATER IS LIFE"

Take the opportunity to help your neighbor. Make a SPLASH by signing up for bill roundup. We will automatically roundup your bill each month to the next highest dollar. Your pennies will help those in need to pay their water bills. This program is administered by the Greater Washington Urban League for DC Water. See reverse for more details.

☐ Roundup ☐ Roundup plus \$1.00 ☐ Roundup plus \$2.00

008603 000001725

4800 WISCONSIN AVENUE LLC
GEORGETOWN DAY SCHOOL
4200 DAVENPORT ST NW
WASHINGTON DC 20016-4560



Account Number	0216856-5
Please Pay By 11/20/17	\$5,522.40
Amount Due after 11/27/17	\$5,552.76
1-Time SPLASH Donation	
Amount Enclosed	

Pay online at www.dewater.com
Pay By Telephone (202) 354-3600

DC Water and Sewer Authority
Customer Service Department
P.O. Box 97200
Washington, D.C. 20090



000021685653 1 0005522408 0005552760

Explanation of Terms

08/2017 10091536 v5.0m-13266-000004725

ACT	Actual Meter Reading	CAP	Customer Assistance Program	NSF	Payment returned by your bank or financial institution
EST	Estimated Meter Reading	CCF	100 cubic feet = 7.48 gallons	ERU	Equivalent Residential Unit
CUST	Customer Meter Reading	WSRF	Water System Replacement Fee		

Customer Classifications

Residential: a single-family dwelling; a condominium or apartment unit where each unit is served by a separate service line that is individually metered; or an apartment building with less than 4 units where all the units are served by a single domestic service line that is metered.

Multi-Family: a structure with four or more units such as a condominium or apartment dwelling used for domestic purposes.

Non-Residential: all customers not within either the residential or multi-family classes.

Payment Information and Options

Payment must be received by the due date to avoid late charges. Make your check or money order payable to DC Water and include your account number if paying by mail. Visit dcwater.com/paybill or call Customer Service at (202) 354-3600 between 8:00 am and 5:00 pm Mon. - Fri. for information on how to pay your bill.

Fees and Charges

Late Fee: A 10% charge will be assessed on any bill not paid by the "please pay by date." An additional 1% interest compounded monthly is assessed for any charges outstanding for sixty (60) days or more.

Returned Payment: \$25.00 for returned checks; up to \$35.00 for returned credit card payments; \$20.00 for returned electronic funds transfers.

Service Suspension/Restoration: \$50.00 fee for suspension and a \$50.00 fee for restoration of service due to non-payment.

On Without Authorization: \$245.00 is assessed when water is turned on without being authorized by DC Water.

Metering Fee: relates to the use, maintenance and repair of the DC Water owned meters. It is based on the meter size that services your property.

Water System Replacement Fee: designed to recover 1% annually of the costs for the renewal and replacement of aging water infrastructure for all customer classes. This fee is based on meter size and average flow. Please visit us at dcwater.com/water-system-replacement-fee for more information.

Moving In or Moving Out

If you are planning to move or wish to close your account, please contact Customer Service for a FINAL BILL within five (5) business days of your planned move. DC Water holds the owner of the property responsible for payment of bills. Please contact Customer Service to make sure we have your correct account information if you are moving in. There is a \$50 fee to establish or disconnect service.

Clean Rivers Impervious Area Charge (CRIAC)

CRIC is based on the impervious surface area of a property and the fee is designed so property owners pay their fair share of the cost of the long term combined sewer overflow control plant. The fee structure uses the term Equivalent Residential Unit or ERU, representing 1,000 square feet of impervious area surface. Residential properties are categorized into tiered ranges and all remaining properties are charged based on square footage of impervious surface area. Please visit us at dcwater.com/cric-fee for more information.

Fees Paid to the District of Columbia that Appear on Your Bill

DC Water pays the District of Columbia Government a right-of-way (ROW) Fee for the use of public space, a Payment-in-Lieu of Taxes (PILOT) Fee to reimburse the District for services that benefit DC Water facilities and personnel, and a Stormwater Fee that funds the DC Department of Energy & Environment's stormwater management program.

Residential Discount Programs

Customer Assistance Program (CAP)

Low-income residents may qualify for a discount on their bills. Contact the DC Department of Energy & Environment at (202) 673-6750 or 311 to see if you qualify.

Serving People by Lending a Supporting Hand (SPLASH) Program

DC Water's SPLASH program is administered by the Greater Washington Urban League and is designed to help residents meet or exceed pay their water bills through your donations. You can help fund SPLASH by including a donation with your payment and writing the amount on your payment stub. You can also round up your bill to the next highest dollar as a monthly SPLASH contribution through the Roundup Program. For example, a \$85.28 bill is rounded up to \$86.00 and the extra 72 cents is donated to SPLASH. You may also contribute an additional amount above the roundup contribution by checking the appropriate box on the payment stub and the roundup contribution and the extra donation will be made automatically each month. Every dollar received is deposited to the SPLASH fund.

Billing Questions and Disputes

An owner or occupant may challenge their most recent bill by either: a) Paying the bill under protest and notifying DC Water in writing that he or she believes the bill to be incorrect; or, (b) Not paying the current charges contained in the bill and notifying DC Water in writing, within ten (10) working days after receipt of the bill of the reason(s) why the bill is believed to be incorrect. Challenges received after the ten-day (10) period will be deemed untimely and will not stop the imposition of a penalty for nonpayment of charges or the possibility of termination of service for nonpayment. DC Water will investigate a challenged water, sewer or groundwater bill. If the bill is not paid, but a challenge is made within ten (10) working days after receipt of the bill, DC Water will suspend an owner or occupant's obligation to pay the disputed bill until he/she has been provided a written decision of the results of the investigation. DC Water's written decision will include the date that the bill should be paid. If it is determined that the bill is erroneous, DC Water shall adjust the bill accordingly and refund any overcharges paid. If the owner/occupant is not satisfied with DC Water's decision, then he/she may request in writing an administrative hearing within fifteen (15) calendar days of the date of the decision. The owner or occupant is not relieved of the responsibility for paying all previously or subsequently rendered, assessed water, sewer and groundwater service charges, penalties, interest, and administrative costs. For more information on your rights please visit us at dcwater.com/disputing-bill or by phone: Mon. - Fri. 8:00 am - 5:00 pm at (202) 354-3600.

Contact Information: Contact Customer Service at (202) 354-3600 Monday through Friday between 8:00 am and 5:00 pm, or by TTY at (202) 354-3677 and/or email us at custserv@dcwater.com. Please send your written correspondence to DC Water, Customer Service, 5000 Overlook Avenue SW, Washington, DC 20032. Remember to include your account number and contact information including telephone number and/or email address.

[Home](#) [Place an Order](#) [Your Account](#) [Terms of Use](#) [Help](#)[Tracking](#)
[Reports](#)
[Delivery Times](#)

Tracking

Tracking Details

Ordered	Ready	Dispatched	Picked Up	Delivered
12/15/2017 10:43AM	12/15/2017 10:42AM	12/15/2017 11:17AM	12/15/2017 11:42AM	12/15/2017 12:38PM

Shipment Activity

Event Recorded Time	Event	Note
12/15/2017 12:36:49 PM	Arrived at Stop	Job: 1 Stop:2 Classic Motors Of Washington DC
12/15/2017 11:36:59 AM	Arrived at Stop	Job: 1 Stop:1 Goulston & Storrs

Order Information

Tracking Number 2682764
Ready 12/15/2017 10:42AM
Signed By John
Service Regular
Weight 1 lb.
Pieces 2
Delivery City Washington
Delivery State MD

[Quick Track](#)

Tracking No:

[Track It](#)

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U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

Originator: 00-2001-6 **AL USE**

Postage	\$	\$2.75
Certified Fee	\$	\$0.00
Return Receipt Fee (Endorsement Required)	\$	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$	\$0.00
Total Postage & Fees	\$	\$2.75

Postmark Here

12/15/2017

Sent To
Classic Motors of Washington, DC, LLC
Street, Apt. No. or PO Box No. **4800 Wisconsin Ave**
City, State, ZIP+4 **Washington, DC 20016**
PS Form 3811, January 2010 Use only for mailings

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

Originator: 00-2001-6 **AL USE**

Postage	\$	\$2.75
Certified Fee	\$	\$0.00
Return Receipt Fee (Endorsement Required)	\$	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$	\$0.00
Total Postage & Fees	\$	\$2.75

Postmark Here

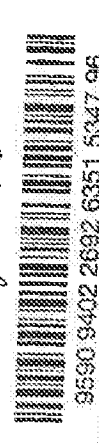
12/15/2017

Sent To
Classic Motors of Washington, DC, LLC
Street, Apt. No. or PO Box No. **4800 Wisconsin Ave**
City, State, ZIP+4 **Washington, DC 20016**
PS Form 3811, January 2010 Use only for mailings

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
CLASSIC MOTORS OF WASHINGTON, DC, LLC
Attn: Michael Kashner
4800 Wisconsin Ave
Washington, DC 20016

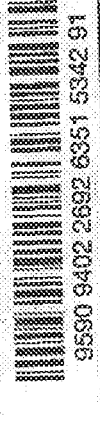


9590 9402 2692 6351 5347 96
2. Article Number (Transfer from service label)
7001 1140 0001 7722 7016
PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
CLASSIC MOTORS OF WASHINGTON, DC, LLC
4800 Wisconsin Ave
Washington, DC 20016
Attn: Estate of Robert S. Penner



9590 9402 2692 6351 5342 91
2. Article Number (Transfer from service label)
7001 1140 0001 7722 7013
PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
Michael Kashner **12/17/17**
B. Received by (Print Name) **Michael Kashner**
C. Date of Delivery **12/17/17**
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
☐ Priority Mail Express
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
Michael Kashner
B. Received by (Print Name) **Michael Kashner**
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
☐ Priority Mail Express
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

December 15, 2017

**VIA CERTIFIED MAIL AND
VIA HAND DELIVERY**

Estate of Robert S. Peacock
6161 31ST Place, N.W.
Washington, D.C. 20015
Attn: Executor or Personal Representative

Robert S. Peacock Irrevocable Trust
6161 31ST Place, N.W.
Washington, D.C. 20015
Attn: Trustee

Cesare F. Santangelo, M.D.
4751 Reservoir Road
Washington, D.C. 20007

Re: Demand for Payment under Guaranty dated February 16, 2016 (the "Guaranty") from Robert S. Peacock, the Robert S. Peacock Irrevocable Trust and Cesare F. Santangelo, M.D. (each, a "Guarantor", and collectively, the "Guarantors") to 4800 Wisconsin Avenue, LLC ("Landlord")

To Whom it May Concern:

Pursuant to the Guaranty referenced above, each of the Guarantors have personally guaranteed the full and timely payment and performance of the obligations of Classic Motors of Washington, D.C., LLC ("Tenant") under that certain Lease Agreement dated February 15, 2016 between Tenant and Landlord (the "Lease"). Please be advised that, as of the date hereof, Tenant in breach of its rental and other obligations under the Lease. The extent of Tenant's breaches is fully set forth in a demand letter which is being sent to Tenant and each of the Guarantors on this date, a copy of which is attached hereto.

In accordance with the terms of the Guaranty, Landlord hereby makes demand upon each of the Guarantors to immediately pay to Landlord all amounts which are due and payable from Tenant to Landlord under the Lease and to otherwise cause all other breaches of the obligations of the Tenant under the Lease to be promptly cured.

Estate of Robert S. Peacock
Robert S. Peacock Irrevocable Trust
Cesare F. Santangelo, M.D
December 15, 2017
Page 2

In connection with the foregoing, as of the date hereof, the amounts due and payable from Tenant to Landlord are as follows:

Base Rent for September, 2017:	\$10,815.00
Base Rent for October, 2017:	\$10,815.00
Base Rent for November, 2017:	\$10,815.00
Base Rent for December, 2017:	\$10,815.00
Landlord's Legal Fees:	<u>\$ 2,700.00</u>
Total:	\$45,960.00

The foregoing amounts have been computed as of the date hereof, and are subject to increase if all breaches of Tenant under the Lease are not timely cured through payment by Tenant or Guarantors or in the event of additional breaches on the part of the Tenant.

Further, to the extent that neither Tenant nor Guarantors promptly pay and otherwise cure all of the breaches enumerated in the attached demand letter or this letter, then Guarantors will also be responsible all additional legal costs and related expenses incurred by Landlord in pursuing its rights under the Lease and the Guaranty.

Please note that, pursuant to the terms of the Guaranty, each of the Guarantors is personally and jointly and severally liable for all of the obligations of Tenant under the Lease.

This letter shall constitute an official demand for prompt payment and performance by each of the Guarantors under the Guaranty. Please give this matter your immediate attention.

Very truly yours,


Mark D. Jackson

cc: Leonard Freiman, Esq. (via electronic mail)
Mr. Jeffrey Hauser



Mark D. Jackson
mjackson@goulstonstorr.com
(202) 721-1102 (tel)
(202) 721-1111 (fax)

December 15, 2017

*VIA CERTIFIED MAIL AND
VIA HAND DELIVERY*

Classic Motors of Washington, D.C., LLC
4800 Wisconsin Avenue
Washington, D.C. 20016
Attn: Estate of Robert S. Peacock
Attn: Michael Kaufman

*Re: Notice of default under Lease Agreement dated as of February 15, 2016 (the
"Lease"), between 4800 Wisconsin Avenue, LLC ("Landlord") and Classic
Motors of Washington, D.C., LLC (Tenant")*

Ladies and Gentlemen:

This firm represents the Landlord under the Lease. All terms not defined herein shall have the meanings as specified in the Lease.

Tenant is hereby officially notified that, as of the date hereof, Tenant has not timely paid to Landlord the Basic Rent due for the months of September, October, November and December, 2016, in the amount of \$10,815.00 for each of such months. The total amount of Basic Rent that is currently past due is \$43,260.00. In connection with the foregoing, we note that, pursuant to the provisions of Section 3.1 of the Lease, the Basic Rent for each calendar month is due, in advance, on the first day of such calendar month.

Please be advised that, pursuant to the provisions of Section 12.1(b) of the Lease, Tenant's failure to pay any Rent (which includes Minimum Rent and Additional Rent) within five (5) business days after written notice that the same is due and owing constitutes an Event of Default. In such event, Landlord will be entitled to immediately exercise such rights and remedies as may be available to Landlord under the Lease, at law or in equity on account of such Event of Default.

In addition to Tenant's failure to pay Basic Rent when due, Landlord hereby advises Tenant that Tenant is also in breach of the terms and conditions set forth in the Lease on account of the following matters:

1. Pursuant to the provisions of Section 15.1 of the Lease, Tenant may not sublease or transfer any part of the Demised Premises to any party without Landlord's consent, which Landlord may withhold in its sole discretion. We note that the Lease permits Tenant to enter into an agreement permitting Ourisman Automotive to park vehicles on a portion of the Demised Premises. Landlord has been advised that Tenant has entered into various subleases, license agreements or other agreements permitting third parties other than Ourisman (including specifically Gibson Builders and the Embassy of Spain) to use and occupy portions of the Demised Premises for various purposes. Any and all of such arrangements have been made without Landlord's consent (which consent is not granted), and constitute a breach of the Lease by Tenant.
2. Articles V and VII of the Lease require Tenant to pay, as Additional Rent, all water and sewer charges and all utility charges pertaining to the Demised Premises. We understand that Tenant has failed to timely make payments due on account of electricity, and that one of the unauthorized subtenants has made one or more of such payments on Tenant's behalf to avoid a termination of service. Further, Landlord has been advised, pursuant to the notice attached hereto, that Tenant has failed to timely make payments due to PEPCO and the Washington Sanitary Sewer Commission (WSSC), and such failure may result in a lien being placed on the Building. Demand here is hereby made for Tenant to immediately make all payments due to PEPCO, WSSC and all other utility providers, and to pay any and all fines, penalties and late fees arising from such late payment. Please provide us with evidence that all such payments have been made within five (5) business days' following the date hereof.

Please be advised that, pursuant to Section 12.2 of the Lease, in the event of any breach of the Lease, the breaching party shall reimburse the non-breaching party for its reasonable attorneys' fees. As of the date hereof, Landlord has incurred \$2,700 in legal fees on account of Tenant's default, and Landlord hereby makes demand upon Tenant for immediate payment of the same. To the extent Tenant does not promptly pay and otherwise cure all of the breaches enumerated in this demand letter, then Tenant will also be responsible all additional legal costs and related expenses incurred by Landlord in pursuing its rights under the Lease.

Please also be advised that, pursuant to the provisions of Section 3.4 of the Lease, any Rent which is not paid within 10 days after notice that the same is past due shall bear interest at the rate which is four (4) percentage points in excess of the "prime rate" published in the Wall Street Journal). You may avoid this charge by paying all amounts due promptly upon your receipt of this letter.

Nothing herein shall constitute a waiver of any of Landlord's rights or remedies, under the Lease or otherwise (including but not limited to Landlord's right to exercise remedies on account of the breaches enumerated in this letter and/or Landlord's right to exercise remedies on account of any breaches which are not enumerated in this letter), all of which are hereby expressly reserved.

The obligations of Tenant under the Lease have been personally guaranteed by Robert S. Peacock, the Robert S. Peacock Irrevocable Trust and Cesare F. Santangelo, M.D. (each, a "Guarantor", and collectively, the "Guarantors") pursuant to that certain Guaranty from Guarantors to Landlord dated February 16, 2016. Demand for payment is being made upon each of the Guarantors (and, with respect to Robert S. Peacock, upon the Estate of Robert S. Peacock) pursuant to this letter and pursuant to separate demand letters dated as of the date hereof.

This letter shall constitute official notice of Tenant's failure to timely comply with its obligations under the Lease. Please give this matter your immediate attention.

Very truly yours,


Mark D. Jackson

cc: Estate of Robert S. Peacock (via US Certified Mail and via Hand Delivery)
The Robert S. Peacock Irrevocable Trust (via US Certified Mail and via Hand Delivery)
Cesare F. Santangelo, M.D. (via US Certified Mail and via Hand Delivery)
Leonard Freiman, Esq. (via electronic mail)
Mr. Jeffrey Hauser

KEEP THIS PART FOR YOUR RECORDS
IMPORTANT CUSTOMER INFORMATION

CUSTOMER SERVICE

For customer or bill inquiries, visit one of our customer service centers, Monday through Friday, (*except holidays) as listed below, or call us at (202) 833-7500. If calling from Brandywine, Poolesville, or Damascus use our toll-free number, 1-800-424-8828. Telephones are staffed between the hours of 7 a.m. to 8 p.m. for customer service inquiries. Written inquiries should be directed to PEPCO, Correspondence Section, 701 Ninth Street, N.W., Washington DC 20008-0001. Information regarding rate schedules and how to verify the accuracy of your bill will be mailed upon request. Any inquiry or complaint about your bill should be made prior to the due date, in order to avoid late charges. Please let us know three days in advance if you plan on moving, otherwise we will hold you responsible for service until we are notified.

<u>Customer Information</u>	<u>Numbers</u>	<u>Hours</u>
Customer Care	202-833-7500	7 a.m. to 8 p.m.
Hearing Impaired (TTY)	202-872-2369	7 a.m. to 8 p.m.
Atención al Cliente	202-872-4641	7 a.m. to 8 p.m.

PAYMENTS

Payments can be mailed to PEPCO, P.O. Box 13608, Philadelphia, PA 19101-3608, or payments can be made in person through one of our service centers listed below. Please allow sufficient time for mail delivery. Payments received after the due date will be assessed a late payment charge. Repeated late payments may have an adverse effect on your credit rating with this company and could result in the requirement for the posting of a deposit. It is your responsibility to notify us if you are unable to pay for services. In the event it becomes necessary to disconnect your electric service for non-payment, you will be required to pay all amounts owed, a reconnection fee and meet deposit requirements. Service will be restored normally within 24 hours.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

It is your responsibility to notify the Company by calling (202) 833-7500 before your service is disconnected if anyone at the premises is elderly, disabled or seriously ill. Special procedures apply when these conditions exist.

Residential disconnection may be postponed up to 21 days if (i) written notification is provided to Pepco from a physician or public health official that states that disconnection would be detrimental to the health and safety of an occupant of the premises and (ii) the customer enters into a deferred payment agreement for past due balances. The postponement may be extended for one additional period of not more than 21 days by renewal of the notification.

We have three payment plans under which you may be eligible to participate: the Average Payment Plan allows you to budget a fixed monthly payment; the Time Payment Arrangement Plan can help you eliminate existing balances; or an Extended Payment Date Plan can help you keep your bills current. Please call (202) 833-7500 for further information regarding these payment plans.

If you do not agree with the amount owed, you have the right to dispute the bill by notifying Pepco at the phone number or address provided above. You also have the right to file a complaint with the Public Service Commission of the District of Columbia at 1325 G Street, NW, Suite 800, Washington, DC 20005, by phone at (202) 626-5100, or on their website at www.dcpcc.org.

Legal representation and assistance by the Office of the People's Counsel may be available to you. To inquire about the availability of legal representation and assistance by the Office of the People's Counsel, please call (202) 777-3071, or contact the Office of People's Counsel at 1133 15th Street N.W., Suite 800, Washington, DC 20005.

Page 2 of 2

☐ Check here to enroll in the Direct Debit plan. Sign and date here _____

By signing here, you authorize Pepco to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Pepco. You understand that Pepco does not charge for this service, but that your bank may have charges for this service.

Customer Service Centers

<u>Washington DC</u>		<u>Maryland</u>	
701 Ninth St NW	(Mon - Fri) 8:30am - 5:15pm	201 West Gude Dr, Rockville	(Mon - Fri) 10:00am - 2:00pm
2300 Martin Luther King Jr Ave SE	(Mon - Fri) 9:00am - 5:00pm	8500 Old Marlboro Pk, Forestville	(Mon, Wed, Fri) 10:00am - 2:00pm

Any inquiry or complaint about this bill should be made prior to the due date, in order to avoid late charges.

Electronic Check Conversion - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



Service Address
4780 WISCONSIN AVE NW
WASHINGTON, DC 20016

Account Number 0216856-5
Square/Suffix/Lot 1733/ 10839
Impervious Surface Square Footage 10900

Customer Service / Servicio Al Cliente: (202) 354-3600
Emergencies / Emergencia: (202) 612-3400

Bill Summary

Billing Date 10/26/17
Previous Balance \$5,173.50
Payments as of 10/25/17 \$0.00
Late Fees From Prior Balance \$45.34
Outstanding Amount Due \$5,218.84
Total Current Bill \$303.56
Total Amount Due - Please Pay by 11/20/17 \$5,522.40

Meter Number	Prior Read Date	Current Read Date	Number Of Days	Prior Read	Current Read	Usage (CCF)	Usage (Gallons)	Road Type
			28					

IMPORTANT MESSAGES

On July 17, DC Water launched a new customer portal. Customers who had been registered through My DC Water need to re-register if they haven't already done so. Visit dcwater.com/customer for important information.

Qualified residential customers who pay a water bill may be eligible for a discount on their water and sewer bill. Please call the Department of Energy & Environment at 311 to see if you qualify.

Your balance forward is past due. Your property may be subject to a lien for the unpaid balance.

SERVICE PERIOD FROM 09/27/17 TO 10/26/17
CURRENT WATER AND SEWER CHARGES - COMMERCIAL
Clean Rivers IAC 10.90 ERU x \$ 25.18 \$274.46
CURRENT CHARGES AND CREDITS
DC Govt Stormwater Fee 10.90 ERU x \$ 2.67 \$28.10
TOTAL CURRENT CHARGES \$303.56
TOTAL CURRENT BILL \$303.56

Please return the portion below with your payment to ensure proper credit to your account. For payment options, see reverse.

"WATER IS LIFE"

Take the opportunity to help your neighbor. Make a **SPLASH** by signing up for bill roundup. We will automatically roundup your bill each month to the next highest dollar. Your pennies will help those in need to pay their water bills. This program is administered by the Greater Washington Urban League for DC Water. See reverse for more details.

☐ Roundup ☐ Roundup plus \$1.00 ☐ Roundup plus \$2.00

000603 000001726

4800 WISCONSIN AVENUE LLC
GEORGETOWN DAY SCHOOL
4200 DAVENPORT ST NW
WASHINGTON DC 20016-4560



Account Number 0216856-5
Please Pay By 11/20/17 \$5,522.40
Amount Due after 11/27/17 \$5,552.76
1-Time SPLASH Donation _____
Amount Enclosed _____

Pay online at www.dewater.com
Pay By Telephone (202) 354-3600

DC Water and Sewer Authority
Customer Service Department
P.O. Box 87200
Washington, D.C. 20090

000021685653 1 0005522408 0005552760

Explanation of Terms

0620-11076-1506-11-11208-0000-1725

ACT	Actual Meter Reading	CAP	Customer Assistance Program	NSF	Payment returned by your bank or financial institution
EST	Estimated Meter Reading	CCF	100 cubic feet = 748 gallons	ERU	Equivalent Residential Unit
CUST	Customer Meter Reading	WSRF	Water System Replacement Fee		

Customer Classifications

Residential: a single-family dwelling; a condominium or apartment unit where each unit is served by a separate service line that is individually metered; or an apartment building with less than 4 units where all the units are served by a single domestic service line that is metered.

Multi-Family: a structure with four or more units such as a condominium or apartment dwelling used for domestic purposes.

Non-Residential: all customers not within either the residential or multi-family classes.

Payment Information and Options

Payment must be received by the due date to avoid late charges. Make your check or money order payable to DC Water and include your account number if paying by mail. Visit dcwater.com/paybill or call Customer Service at (202) 354-3600 between 8:00 am and 5:00 pm Mon. - Fri. for information on how to pay your bill.

Fees and Charges

Late Fee: A 10% charge will be assessed on any bill not paid by the "please pay by date." An additional 1% interest compounded monthly is assessed for any charges outstanding for sixty (60) days or more.

Returned Payment: \$25.00 for returned checks; up to \$35.00 for returned credit card payments; \$20.00 for returned electronic funds transfers.

Service Suspension/Restoration: \$50.00 fee for suspension and a \$50.00 fee for restoration of service due to non-payment.

On Without Authorization: \$248.00 is assessed when water is turned on without being authorized by DC Water.

Metering Fee: relates to the use, maintenance and repair of the DC Water owned meters. It is based on the meter size that services your property.

Water System Replacement Fee: designed to recover 1% annually of the costs for the renewal and replacement of aging water infrastructure for all customer classes. This fee is based on meter size and average flow. Please visit us at dcwater.com/water-system-replacement-fee for more information.

Moving In or Moving Out

If you are planning to move or wish to close your account, please contact Customer Service for a FINAL BILL within five (5) business days of your planned move. DC Water holds the owner of the property responsible for payment of bills. Please contact Customer Service to make sure we have your correct account information if you are moving in. There is a \$50 fee to establish or disconnect service.

Clean Rivers Impervious Area Charge (CRIAC)

CRIAC is based on the impervious surface area of a property and the fee is designed so property owners pay their fair share of the cost of the long term combined sewer overflow control plan. The fee structure uses the term Equivalent Residential Unit or ERU, representing 1,000 square feet of impervious area/surface. Residential properties are categorized into tiered ranges and all remaining properties are charged based on square footage of impervious surface area. Please visit us at dcwater.com/clean-rivers-area-charge for more information.

Fees Paid to the District of Columbia that Appear on Your Bill

DC Water pays the District of Columbia Government a right-of-way (ROW) Fee for the use of public space; a Payment-in-Lieu of Taxes (PILOT) Fee to reimburse the District for services that benefit DC Water facilities and personnel; and a Stormwater Fee that funds the DC Department of Energy & Environment's stormwater management program.

Residential Discount Programs

Customer Assistance Program (CAP)

Low-income residents may qualify for a discount on their bills. Contact the DC Department of Energy & Environment at (202) 873-5750 or 311 to see if you qualify.

Serving People by Lending a Supporting Hand (SPLASH) Program

DC Water's SPLASH program is administered by the Greater Washington Urban League and is designed to help residents most in need pay their water bills through your donations. You can help fund SPLASH by including a donation with your payment and writing the amount on your payment stub. You can also round up your bill to the next highest dollar as a monthly SPLASH contribution through the Roundup Program. For example, a \$98.26 bill is rounded up to \$99.00 and the extra 72 cents is donated to SPLASH. You may also contribute an additional amount above the roundup contribution by checking the appropriate box on the payment stub and the roundup contribution and the extra donation will be made automatically each month. Every dollar received is deposited in the SPLASH fund.

Billing Questions and Disputes

An owner or occupant may challenge their most recent bill by either: (a) Paying the bill under protest and notifying DC Water in writing that he or she believes the bill to be incorrect; or, (b) Not paying the current charges contained in the bill and notifying DC Water in writing, within ten (10) working days after receipt of the bill of the reason(s) why the bill is believed to be incorrect. Challenges received after the ten-day (10) period will be deemed untimely and will not stop the imposition of a penalty for nonpayment of charges or the possibility of termination of service for nonpayment. DC Water will investigate a challenged water, sewer or groundwater bill. If the bill is not paid, but a challenge is made within ten (10) working days after receipt of the bill, DC Water will suspend an owner or occupant's obligation to pay the disputed bill until he/she has been provided a written decision of the results of the investigation. DC Water's written decision will include the date that the bill should be paid. If it is determined that the bill is erroneous, DC Water shall adjust the bill accordingly and refund any overcharges paid. If the owner/occupant is not satisfied with DC Water's decision, then he/she may request in writing an administrative hearing within fifteen (15) calendar days of the date of the decision. The owner or occupant is not relieved of the responsibility for paying all previously or subsequently rendered, uncontested water, sewer and groundwater service charges, penalties, interest, and administrative costs. For more information on your rights please visit us at dcwater.com/challenging-bill or by phone: Mon. - Fri. 8:00 am - 5:00 pm at (202) 354-3600.

Contact Information: Contact Customer Service at (202) 354-3600 Monday through Friday between 8:00 am and 5:00 pm, or by TTY at (202) 354-3677 and/or email us at custserv@dcwater.com. Please send your written correspondence to DC Water, Customer Service, 5060 Overlook Avenue SW, Washington, DC 20032. Remember to include your account number and contact information including telephone number and/or email address.

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Tracking

Tracking Details

Ordered	Ready	Dispatched	Picked Up	Delivered
12/15/2017 3:04PM	12/15/2017 3:04PM	12/15/2017 3:24PM	12/15/2017 4:04PM	12/15/2017 6:00PM

Shipment Activity

Event Recorded Time	Event	Note
12/15/2017 5:58:20 PM	Arrived at Stop	Job: 1 Stop:2 Irrevocable Trust & Estate Of Robert E Peacock
12/15/2017 3:58:45 PM	Arrived at Stop	Job: 1 Stop:1 Goulston & Storrs

Order Information

Tracking Number	2683166
Ready	12/15/2017 3:04PM
Signed By	2env
Service	Regular
Weight	1 lb.
Pieces	2
Delivery City	Washington
Delivery State	DC

Quick Track

Tracking No:

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Tracking

Tracking Details

Ordered	Ready	Dispatched	Picked Up	Delivered
12/15/2017 10:46AM	12/15/2017 10:42AM	12/15/2017 11:10AM	12/15/2017 11:44AM	12/15/2017 12:19PM

Shipment Activity

Event Recorded Time	Event	Note
12/15/2017 12:17:16 PM	Arrived at Stop	Job: 1 Stop:2 Dr Cesare F Santangelo MD
12/15/2017 11:43:38 AM	Arrived at Stop	Job: 1 Stop:1 Goulston & Storrs

Order Information

Tracking Number 2682767
Ready 12/15/2017 10:42AM
Signed By S O
Service Regular
Weight 1 lb.
Pieces 1
Delivery City Washington
Delivery State DC

Quick Track

Tracking No:

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CERTIFIED MAIL

7001 1140 0001 7722 7127



7001 1140 0001 7722 7127



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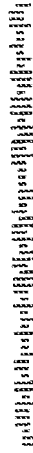
2007

U.S. POSTAGE
WASHINGTON, DC
20038
DEC 15 17
AUGUST

\$7.50

R23344131418-06

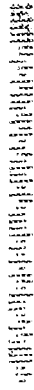
goulston&storr
thinkresults



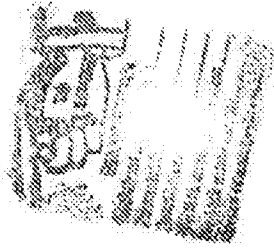
Cesare F. Santangelo, M.D.
4751 Reservoir Road
Washington, D.C. 20007

Goulston & Storr, P.C.
1100 15 Street NW, Suite 500 - Washington, DC 20006-1101

~~DEF UNCLAIMED~~



7001 1140 0001 7722 7159



1000



25015

U.S. POSTAGE
WASHINGTON, DC
20036-1177
AMOUNT
\$7.50
R2304W121418-08

goulston&storr
thinkresults

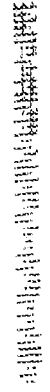
Robert S. Peacock Irrevocable Trust
6351 31ST Place, N.W.
Washington, D.C. 20015
Attn: Trustee

Goulston & Storr, P.C.
1999 L Street NW, Suite 500 - Washington, DC 20006-1101

nl
1544
12/18/17



7001 1140 0001 7722 7172



7001 1140 0001 7722 7172

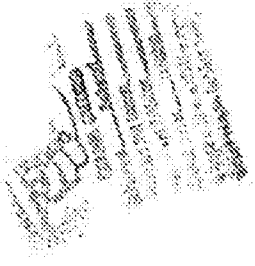
U.S. POSTAGE
WASHINGTON, DC
DEC 17 2004
\$7.50
R2304W121415-08



20015



1000



goulston&storr
thinkresults

Estate of Robert S. Peacock
6361 31ST Place, N.W.
Washington, D.C. 20015
Attn: Executor or Personal Representative

Goulston & Storr P.C.
1999 K Street N.W. Suite 500 • Washington, DC 20006-1101

Handwritten notes: "4/18/01" and "S 1/8/01"

Handwritten mark: "6"

January 3, 2018

**VIA CERTIFIED MAIL AND
VIA HAND DELIVERY**

Classic Motors of Washington, D.C., LLC
4800 Wisconsin Avenue
Washington, D.C. 20016
Attn: Estate of Robert S. Peacock
Attn: Michael Kaufman

Re: Notice of Event of Default under Lease Agreement dated as of February 15, 2016 (the "Lease"), between 4800 Wisconsin Avenue, LLC ("Landlord") and Classic Motors of Washington, D.C., LLC (Tenant")

Ladies and Gentlemen:

This firm represents the Landlord under the Lease. All terms not defined herein shall have the meanings as specified in the Lease.

By letter dated December 15, 2017, Landlord advised Tenant that Tenant was in breach of (i) Tenant's obligation to pay Rent for the months of September, October, November and December, 2016 and (ii) certain other monetary and non-monetary obligations under the Lease. Pursuant to the provisions of Section 12.1(b) of the Lease, Tenant's failure to pay any Rent within five (5) business days after written notice that the same is due and owing constitutes an Event of Default. Inasmuch as Tenant has not paid all past due Rent to Landlord within five (5) business days following the effective date of the foregoing letter, an Event of Default on the part of Tenant exists under the Lease.

Pursuant to Section 3.7 of the Lease, Tenant has deposited with Landlord a Security Deposit in the amount of Twenty One Thousand Dollars (\$21,000.00). In accordance with the provisions of Section 3.7 of the Lease, Landlord hereby elects to apply the Security Deposit against the Rent which is past due under the Lease. Please be advised that such application does not cure Tenant's Event of Default, nor does it not prevent Landlord from exercising any other right or remedy provided by the Lease, at law or in equity on account of Tenant's breaches of its obligations under the Lease, all of which rights are hereby expressly reserved.

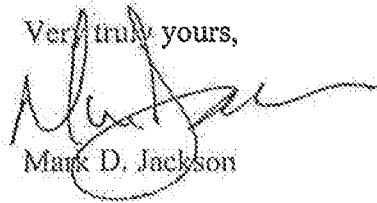
In addition to the foregoing, please be advised that Tenant has failed to timely pay the Rent due for the month of January, 2018. In the event Tenant fails to remit such Rent to

Classic Motors of Washington, D.C., LLC
January 3, 2018
Page 2

Landlord within five (5) business days of the date hereof, a separate Event of Default shall exist under the Lease.

This letter shall constitute official notice of Tenant's failure to timely comply with its obligations under the Lease. Please give this matter your immediate attention.

Very truly yours,



Mark D. Jackson

cc: Leonard Freiman, Esq. (via electronic mail)
Mr. Jeffrey Hauser


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Tracking

Reports

Delivery Times

Tracking

Tracking Details

Ordered	Ready	Dispatched	Picked Up	Delivered
1/3/2018 3:29PM	1/3/2018 4:48PM	1/3/2018 4:48PM	1/3/2018 5:11PM	1/5/2018 1:50PM

Shipment Activity

Event Recorded Time	Event	Note
1/5/2018 1:49:28 PM	Arrived at Stop	Job: 1 Stop:2 Classic Motors Of Washington DC
1/3/2018 5:53:00 PM	No Answer	4800 Wisconsin Ave NW - are 5:44 read sign on door at left of bldg that said try right side nobody here - StopID:5498462
1/3/2018 5:52:10 PM	Arrived at Stop	Job: 1 Stop:2 Classic Motors Of Washington DC
1/3/2018 5:42:19 PM	Arrived at Stop	Job: 1 Stop:2 Classic Motors Of Washington DC
1/3/2018 5:01:46 PM	Arrived at Stop	Job: 1 Stop:1 Goulston & Storrs

Order Information

Tracking Number 2691636
 Ready 1/3/2018 4:48PM
 Signed By 2 EnvPedro
 Service DoubleRush
 Weight 1 lb.
 Pieces 2
 Delivery City Washington
 Delivery State MD

Quick Track

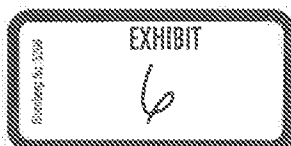
Tracking No:

Track It

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Classic Motors of Washington, D.C., LLC

3/29/2018	Money judgment from DC L&T Court minus legal	\$66,780.00	\$66,780.00
4/1/2018	Basic Rent at Holdover Rate	\$16,222.50	\$83,002.50
5/1/2018	Basic Rent at Holdover Rate through 5/10 eviction	\$5,233.06	\$88,235.56
5/10/2018	Eviction costs - All Seasons Evictions	\$1,774.00	\$90,009.56
5/10/2018	Eviction costs - District Towing	\$125.00	\$90,134.56
5/10/2018	Eviction costs - Area Safe & Lock	\$495.30	\$90,629.86
5/10/2018	Unpaid utilities - DC Water and Sewer	\$7,842.93	\$98,472.79
5/10/2018	Unpaid utilities - PEPCO	\$7,465.75	\$105,938.54
5/10/2018	Unpaid utilities - Washington Gas	\$427.44	\$106,365.98
5/10/2018	Eviction costs - labor	\$3,792.95	\$110,158.93
5/31/2018	Application of security deposit	-\$21,000.00	\$89,158.93



IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

4800 WISCONSIN AVENUE LLC
c/o Magruder Cook & Koutsouftikis
1889 Preston White Drive, Suite 200
Reston, VA 20191

Plaintiff,

v.

CLASSIC MOTORS OF WASHINGTON, D.C., LLC
4800 Wisconsin Avenue, NW
Washington, D.C. 20016

SERVE: Northwest Registered Agent
Service Inc., Registered Agent
1150 Connecticut Ave NW, Suite 900
Washington, D.C. 20036

and

CESARE F. SANTANGELO a/k/a CESARE F.
SNATANGELO a/k/a CESARE F.
SANTANGELO, M.D.
4751 Reservoir Road
Washington, D.C. 20007

Defendants.

Case No.: 2018 CA 004426 B

VERIFIED COMPLAINT

1. This is an action for breach of contract (specifically, a written commercial lease for property located within Washington, D.C. and a written guaranty of such lease) and money damages (including an award of attorneys' fees).

Jurisdiction

2. This Court has jurisdiction pursuant to D.C. Code §§ 11-921 and 13-423, and the amount in controversy is more than \$10,000.00, exclusive of interest, costs and attorneys' fees.

Parties

3. Plaintiff, 4800 Wisconsin Avenue LLC ("Landlord" or "Plaintiff"), is a Delaware limited liability company that is duly qualified to conduct business in Washington, D.C.

4. On information and belief, Defendant Classic Motors of Washington, D.C., LLC ("Tenant") is a District of Columbia limited liability company and is duly qualified to conduct business in Washington, D.C.

5. On information and belief, Tenant's registered agent is Northwest Registered Agent Service Inc. with an address for service of process at 1150 Connecticut Avenue, NW, Suite 900, Washington, D.C. 20036.

6. On information and belief, Defendant Cesare F. Santangelo a/k/a Cesare F. Snatangelo a/k/a Cesare F. Santangelo, M.D. ("Guarantor" and collectively with Tenant, the "Defendants") is a resident of the District of Columbia who resides at 4751 Reservoir Road, Washington, D.C. 20007.

Statement of Applicable Facts

7. Landlord is the owner of the nonresidential real property and improvements located at 4800 Wisconsin Avenue, NW, Washington, D.C. 20016 (the "Premises").

8. Landlord and Tenant are parties to a Lease Agreement dated February 15, 2016 (the "Lease") pursuant to which Tenant leases the Premises from the Landlord.

9. A true, accurate, and complete copy of the Lease is attached hereto as Exhibit 1 and incorporated by reference herein.

10. The natural term of the Lease expired on February 15, 2018, and continued on a month-to-month basis thereafter pursuant to the terms of the Lease. (Exh. 1 at §§ 1.1 and 19.18).

11. The Lease provides that Tenant shall pay Basic Rent (as that term is defined in the Lease) in advance on the first day of each calendar month, without demand thereof and without setoff or deduction. (Exh. 1 at § 3.1(a)).

12. The Lease provides that if Tenant remains in possession of the Premises after the expiration of the Lease, and without execution of a new lease, it shall be deemed occupying the Premises as a tenant from month-to-month under the same terms and conditions of the Lease, except that Tenant shall pay Basic Rent of one hundred fifty percent (150%) of the current Basic Rent for the Premises. (Exh. 1 at § 19.18).

13. The Lease further obligates Tenant to pay to Landlord, as Additional Rent, all utility charges, maintenance, repair, and replacement expenses, all expenses relating to compliance with laws, and all other costs, fees, charges, expenses, reimbursement and obligations of every kind and nature whatsoever relating to the Premises. (Exh. 1 at § 3.3).

14. Pursuant to the Lease, Basic Rent and Additional Rent together with all sums due and payable under the Lease shall hereinafter be referred to as Rent. (Exh. 1 at § 3.3).

15. The Lease provides that if any payment of Rent is not received by Landlord within ten (10) days following notice that the same is due and has not been paid, then such delinquent Rent shall bear interest at an annual rate equal to four (4) percentage points per annum in excess of the published "prime rate" published by the Wall Street Journal from the date when the delinquent Rent is due until paid. (Exh. 1 at § 3.4).

16. The Lease provides that it shall be an Event of Default if Tenant fails to pay Rent when due and such failure continues for five (5) business days after written notice from Landlord that Rent is delinquent. (Exh. 1 at § 12.1(b)).

17. Upon the occurrence of an Event of Default under the Lease, Landlord may at its option pursue any one or more of the remedies set forth in Section 12.1 of the Lease. (Exh. 1 at §§ 12.1(e) - 12.1(g)).

18. Pursuant to the terms of the Lease, Landlord is entitled to the recovery of its reasonable attorneys' fees and expenses in enforcing the Tenant's obligations under the Lease. (Exh. 1 at §§ 12.2 and 19.21).

19. As consideration for, and as inducement to Landlord to enter into the Lease, Guarantor signed a Guaranty dated February 15, 2016.

20. A true, accurate, and complete copy of the Guaranty is attached hereto as Exhibit 2 and incorporated by reference herein.

21. The Guaranty is irrevocable, unconditional and absolute. (Exh. 2 at § 1).

22. Pursuant to the Guaranty, Guarantor guaranteed that all sums stated in the Lease payable by Tenant will be promptly paid in full when due in accordance with the Lease and that Tenant will perform and observe each and every covenant and agreement in the Lease required to be performed and observed by Tenant. (Exh. 2 at § 1).

23. Pursuant to the Guaranty, Guarantor expressly waived any right that Guarantor may have to require Landlord to proceed first against Tenant for any obligation or liability that is guaranteed by Guarantor under the Guaranty. (Exh. 2 at §§ 1, 7, and 9).

24. Pursuant to the Guaranty, Guarantor waived the right to receive a notice of default or notice of any obligations or liabilities contracted or incurred by Tenant. Exhibit 2 at § 9.

25. Pursuant to the Guaranty, Guarantor's liability is limited to \$100,000.00, plus attorneys' fees and court costs incurred to enforce the terms of the Guaranty. (Exh. 2 at § 13).

COUNT I – Breach of Contract/Lease (Damages)

26. Paragraphs 1-25 are incorporated by reference as if fully set forth herein.

27. Beginning in or around September 2017, Tenant ceased to fully and timely remit payment of Rent to Landlord.

28. Landlord, through counsel, sent to Tenant a Notice of Default dated December 15, 2017 (the "Notice of Default") advising Tenant of the occurrence of a default under the Lease due to, *inter alia*, Tenant's failure to pay Rent as and when due under the Lease and demanded payment of the same within five (5) business days.

29. A true, accurate and complete copy of the Notice of Default is attached hereto as Exhibit 3 and incorporated by reference herein.

30. The Notice of Default was sent to Tenant in accordance with the Lease. (See Exh. 1 at § 19.4).

31. Tenant received the Notice of Default. (See Exh. 3).

32. Landlord, through counsel, sent to Guarantor a Notice of Default dated December 15, 2017 (the "Guarantor Notice") advising Guarantor of the occurrence of a default under the Lease due to Tenant's failure to pay Rent as and when due under the Lease and demanded payment of the same within five (5) business days.

33. A true, accurate and complete copy of the Guarantor Notice is attached hereto as Exhibit 4 and incorporated by reference herein.

34. The Guarantor Notice was sent to Guarantor in accordance with the Guaranty. (See Exh. 2 at § 11).

35. Guarantor received the Guarantor Notice. (See Exh. 4).

36. Despite demand, neither Tenant nor Guarantor paid Landlord the full amount of Rent due under the Lease within five (5) business days of the effective date of the Notice of Default and/or Guarantor Notice, or at all.

37. As a result of Defendants' failure to pay all amounts owed under the Lease within five (5) business days of the effective date of the Notice of Default and/or Guarantor Notice, an Event of Default occurred under the Lease.

38. Landlord, through counsel, sent to Tenant a Notice of Event of Default dated January 3, 2018 (the "Notice of Event of Default") advising Tenant of the occurrence of an Event of Default under the Lease due to Tenant's failure to pay Rent.

39. A true, accurate and complete copy of the Notice of Event of Default is attached hereto as Exhibit 5 and incorporated by reference herein.

40. The Notice of Event of Default was sent to Tenant in accordance with the Lease. (See Exh. 1 at § 19.4).

41. Tenant received the Notice of Event Default. (See Exh. 5).

42. As a result of the occurrence of an Event of Default under the Lease, Landlord filed a Verified Complaint for Real Property, case no. 2018 LTB 5334 (the "Complaint"), in the Superior Court of the District of Columbia – Landlord and Tenant Branch.

43. On March 29, 2018, Landlord obtained a default, non-redeemable judgment for possession against Tenant (the "Possession Judgment").

44. On March 29, 2018, Landlord obtained a default money judgment for \$66,780.00 against Tenant, reflecting Rent due through March 14, 2018, on the Complaint (the "Money Judgment" and collectively with the Possession Judgment, the "Judgments").

45. Tenant was evicted from the Premises on May 10, 2018.

46. As of the date of filing this Verified Complaint, Defendants have failed to remit any payments towards the Judgments, or Rent that has continued to accrue under the Lease after through and including May 10, 2018.

47. Tenant's failure to make all payments of Rent and other charges as and when due under the Lease constitutes a material breach of and default under the Lease.

48. Tenant's failure to remit payment of Rent to Landlord when due constitutes an Event of Default under the Lease. (Exh. 1 at § 12.1(b)).

49. A true, accurate, and complete copy of a Statement of Account prepared and maintained by Landlord with respect to the Lease, and the Premises (exclusive of attorneys' fees, interest, but inclusive of expenses and damages incurred by Landlord as a result of the Event of Default and returning the Premises to rentable condition) (collectively the "Accounting") is attached hereto as Exhibit 6 and incorporated herein by reference.

50. Exhibit 6 accurately reflects the Rent due under the Lease (exclusive of attorneys' fees, interest, and court costs for which Landlord reserves all rights).

51. Exhibit 6 accurately reflects the Rent that came due under the Lease from through Tenant's eviction from the Premises on May 10, 2018 (inclusive of application of the security deposit, but exclusive of attorneys' fees, court costs, and Interest, and for which Landlord reserves all rights) totals a minimum of \$89,158.93. See Exhibit 6.

52. Tenant's failure to comply with the payment terms of the Lease constitutes an Event of Default thereunder by which Landlord has been and continues to be damaged. (Exh. 1 at § 12.1(b)).

53. As a result of the occurrence of an Event of Default under the Lease, Landlord has incurred and will continue to incur substantial attorneys' fees to enforce the terms of the Lease and/or in direct response to Tenant's failure to perform its obligations under the Lease.

54. Tenant is liable to Landlord for all unpaid Rent and all other monies due and owing under the Lease through May 10, 2018, including without limitation Landlord's attorneys' fees and expenses.

55. Landlord has been and continues to be damaged by Tenant's failure to comply with the terms of the Lease.

COUNT II – Breach of Contract (Guaranty) – Damages

56. Paragraphs 1 to 55 are incorporated by reference as if fully set forth herein.

57. Guarantor's failure to comply with the terms of the Guaranty is a breach thereof and a default thereunder.

58. As a result of Guarantor's default under the Guaranty, Landlord has incurred and will continue to incur substantial attorneys' fees to enforce the terms of the Guaranty and/or in direct response to Defendants' failure to perform their obligations under the Lease and Guaranty.

59. Landlord has been and continues to be damaged by Guarantor's failure to comply with the terms and conditions of the Guaranty.

60. Pursuant to the Guaranty, Guarantor is jointly and severally liable with Tenant in the minimum amount of \$89,158.93, plus attorneys' fees and expenses.

61. An actual justiciable controversy exists between Landlord and Guarantor.

WHEREFORE, the foregoing considered, Plaintiff prays that the Court:

I. Enter judgment against Defendant Classic Motors of Washington, D.C., LLC in the amount of \$22,378.93 for Rent due from March 15, 2018 through May 10, 2018; and

II. Enter judgment against Defendant Cesare F. Santangelo a/k/a Cesare F. Snatangelo a/k/a Ceare F. Santangelo, M.D. in the amount of \$89,158.93, representing the Money Judgment and Rent from March 15, 2018 through May 10, 2018, but exclusive of attorneys' fees and expenses incurred in connection with enforcement of the Lease and Guaranty; and

III. Award Plaintiff its costs and attorneys' fees;

IV. Award Plaintiff post-judgment interest at eight and three-quarter percent (8.75%) per annum; and

V. Order such other relief as the Court deems necessary to ensure justice herein.

Respectfully submitted,

MAGRUDER COOK &
KOUTSOFTIKIS

By: 

Anne M. Magruder #265041

By: 

Andrew Palanzi #1014955

By: 

Cameron Hames #1034970

By: 

Leon Koutsouftikis #468261
1889 Preston White Drive, Suite 200
Reston, VA 20191
(703) 766-4400/ (571) 313-8967 Fax

IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

4800 WISCONSIN AVENUE LLC

Plaintiff,

v.

CLASSIC MOTORS OF WASHINGTON,
D.C., LLC, *et. al.*


Defendants.

Case No.: 2018 CA 004426 B

AFFIDAVIT/VERIFICATION OF JEFFREY HOUSER

I, Jeffrey Houser, Chief Financial Officer of Georgetown Day School ("GDS"), GDS is the sole member/manager of 4800 Wisconsin Avenue LLC ("Plaintiff"), being duly sworn on oath, do swear and affirm that I am an adult and am competent to testify herein. Plaintiff and Defendant Classic Motors of Washington, D.C., LLC are parties to a Lease Agreement dated February 15, 2016 (the "Lease") for nonresidential real property and improvements located at 4800 Wisconsin Avenue, NW, Washington, DC 20016 (the "Premises"). Plaintiff and Defendant Cesare F. Santangelo a/k/a Cesare F. Snatangelo a/k/a Ceare F. Santangelo, M.D. are parties to a Guaranty dated February 15, 2016 (the "Guaranty"). I am a custodian of books and records for Plaintiff with respect to the Lease, the Guaranty, and the Premises and have reviewed the books and records relating to the same. I have read Plaintiff's Verified Complaint in this matter and know the contents thereof. Each of the allegations made in the Verified Complaint are true to the best of my knowledge, information, and belief, except as to the matters alleged to be on information and belief, and as to those matters, I believe them to be

true. I further swear and affirm that I have the authority to verify the Verified Complaint on Plaintiff's behalf.

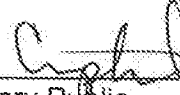


Jeffrey Houser, Chief Financial Officer of
Georgetown Day School
Sole Member/Manager of 4800 Wisconsin
Avenue LLC

STATE OF DC)
COUNTY OF _____) ss:

On this the 13 day of June 2018, before me, Jeffrey Houser, the undersigned officer personally appeared Jeffrey Houser, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he executed the foregoing document for the purposes therein contained and that he is duly authorized to execute said document.

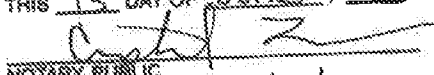
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

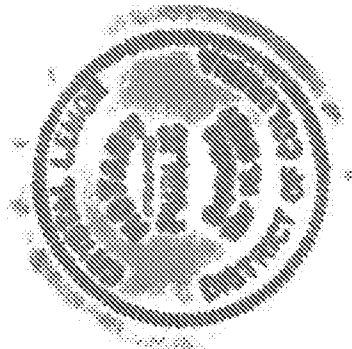


Notary Public

My Commission Expires: 3/14/2021

G0006661.005

DISTRICT OF COLUMBIA
SUBSCRIBED AND SWORN TO BEFORE ME
THIS 13 DAY OF June, 2018

NOTARY PUBLIC
My Commission Expires 3/14/2021



Superior Court of the District of Columbia

CIVIL DIVISION- CIVIL ACTIONS BRANCH

INFORMATION SHEET

4800 Wisconsin Avenue LLC

Case Number: **2018 CA 004426 B**

vs

Date: 06/19/2018

Classic Motors of Washington, D.C., LLC

Cesare F. Santangelo

☒ One of the defendants is being sued
in their official capacity.

Name: <i>(Please Print)</i> Cameron M. Hames, Esq.		Relationship to Lawsuit <input checked="" type="checkbox"/> Attorney for Plaintiff <input type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____
Firm Name: Magruder Cook & Koutsouftikis		
Telephone No.: 703-766-4400	Six digit Unified Bar No.: 1034870	

TYPE OF CASE: ☒ Non-Jury ☐ 6 Person Jury ☐ 12 Person Jury
Demand: \$ 89,158.93 Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar#: _____

NATURE OF SUIT: *(Check One Box Only)*

A. CONTRACTS

COLLECTION CASES

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> 01 Breach of Contract | <input type="checkbox"/> 14 Under \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 16 Under \$25,000 Consent Denied |
| <input type="checkbox"/> 02 Breach of Warranty | <input type="checkbox"/> 17 OVER \$25,000 Pltf. Grants Consent | <input type="checkbox"/> 18 OVER \$25,000 Consent Denied |
| <input type="checkbox"/> 06 Negotiable Instrument | <input type="checkbox"/> 27 Insurance/Subrogation | <input type="checkbox"/> 26 Insurance/Subrogation |
| <input type="checkbox"/> 07 Personal Property | <input type="checkbox"/> Over \$25,000 Pltf. Grants Consent | <input type="checkbox"/> Over \$25,000 Consent Denied |
| <input type="checkbox"/> 13 Employment Discrimination | <input type="checkbox"/> 07 Insurance/Subrogation | <input type="checkbox"/> 34 Insurance/Subrogation |
| <input type="checkbox"/> 15 Special Education Fees | <input type="checkbox"/> Under \$25,000 Pltf. Grants Consent | <input type="checkbox"/> Under \$25,000 Consent Denied |
| | <input type="checkbox"/> 28 Motion to Confirm Arbitration | |
| | Award (Collection Cases Only) | |

B. PROPERTY TORTS

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> 01 Automobile | <input type="checkbox"/> 03 Destruction of Private Property | <input type="checkbox"/> 05 Trespass |
| <input type="checkbox"/> 02 Conversion | <input type="checkbox"/> 04 Property Damage | |
| <input type="checkbox"/> 07 Shoplifting, D.C. Code § 27-102 (a) | | |

C. PERSONAL TORTS

- | | | |
|---|--|---|
| <input type="checkbox"/> 01 Abuse of Process | <input type="checkbox"/> 10 Invasion of Privacy | <input type="checkbox"/> 17 Personal Injury- (Not Automobile,
Not Malpractice) |
| <input type="checkbox"/> 02 Alienation of Affection | <input type="checkbox"/> 11 Libel and Slander | <input type="checkbox"/> 18 Wrongful Death (Not Malpractice) |
| <input type="checkbox"/> 03 Assault and Battery | <input type="checkbox"/> 12 Malicious Interference | <input type="checkbox"/> 19 Wrongful Eviction |
| <input type="checkbox"/> 04 Automobile- Personal Injury | <input type="checkbox"/> 13 Malicious Prosecution | <input type="checkbox"/> 20 Friendly Suit |
| <input type="checkbox"/> 05 Deceit (Misrepresentation) | <input type="checkbox"/> 14 Malpractice Legal | <input type="checkbox"/> 21 Asbestos |
| <input type="checkbox"/> 06 False Accusation | <input type="checkbox"/> 15 Malpractice Medical (including Wrongful Death) | <input type="checkbox"/> 22 Toxic/Mass Torts |
| <input type="checkbox"/> 07 False Arrest | <input type="checkbox"/> 16 Negligence- (Not Automobile,
Not Malpractice) | <input type="checkbox"/> 23 Tobacco |
| <input type="checkbox"/> 08 Fraud | | <input type="checkbox"/> 24 Lead Paint |

SEE REVERSE SIDE AND CHECK HERE IF USED

Information Sheet, Continued

C. OTHERS

- | | |
|---|---|
| <input type="checkbox"/> 01 Accounting | <input type="checkbox"/> 17 Merit Personnel Act (OEA) |
| <input type="checkbox"/> 02 Att. Before Judgment | (D.C. Code Title 1, Chapter 6) |
| <input type="checkbox"/> 05 Ejectment | <input type="checkbox"/> 18 Product Liability |
| <input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941) | <input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401) |
| <input type="checkbox"/> 10 Traffic Adjudication | <input type="checkbox"/> 29 Merit Personnel Act (OHR) |
| <input type="checkbox"/> 11 Writ of Replevin | <input type="checkbox"/> 31 Housing Code Regulations |
| <input type="checkbox"/> 12 Enforce Mechanics Lien | <input type="checkbox"/> 32 Qui Tam |
| <input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 33 Whistleblower |

II.

- | | | |
|--|---|--|
| <input type="checkbox"/> 03 Change of Name | <input type="checkbox"/> 15 Libel of Information | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-1 (b)] |
| <input type="checkbox"/> 06 Foreign Judgment/Domestic | <input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code § | <input type="checkbox"/> 22 Release Mechanics Lien |
| <input type="checkbox"/> 08 Foreign Judgment/International | 2-1802.03 (h) or 32-151 9 (a)] | <input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony) |
| <input type="checkbox"/> 13 Correction of Birth Certificate | <input type="checkbox"/> 20 Master Meter (D.C. Code § | <input type="checkbox"/> 24 Petition for Structured Settlement |
| <input type="checkbox"/> 14 Correction of Marriage
Certificate | 42-3301, et seq.) | <input type="checkbox"/> 25 Petition for Liquidation |
| <input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle) | | |
| <input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency) | | |
| <input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | | |

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate | <input type="checkbox"/> 08 Quiet Title |
| <input type="checkbox"/> 12 Specific Performance | <input type="checkbox"/> 25 Liens: Tax / Water Consent Granted |
| <input type="checkbox"/> 04 Condemnation (Eminent Domain) | <input type="checkbox"/> 30 Liens: Tax / Water Consent Denied |
| <input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale | <input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
| <input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | |

/s/ Cameron M. Hames

Attorney's Signature

06/19/2018

Date

LEASE AGREEMENT

4800 WISCONSIN AVENUE LLC,

a Delaware limited liability company
(Landlord)

and

CLASSIC MOTORS OF WASHINGTON, D.C., LLC,

a District of Columbia limited liability company
(Tenant)

Dated as of February 15, 2016

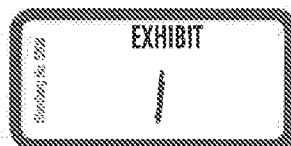


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Exhibit A - Legal Description

Exhibit B - Plan depicting Land, Improvements and Adjacent Parcel

Exhibit C - Form of Guaranty

RBR
[Signature]

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered into as of Feb. 15th 2016 2016 (the "Effective Date"), by and between **4800 Wisconsin Avenue LLC**, a Delaware limited liability company ("Landlord"), and **Classic Motors of Washington, D.C., LLC**, a District of Columbia limited liability company ("Tenant").

Recitals

A. Landlord is the fee simple owner of certain land located in the District of Columbia, known by street address of 4800 Wisconsin Avenue, NW, Washington, DC and legally described on Exhibit A attached hereto and made a part hereof ("Land"), together with the improvements, machinery, equipment, fixtures and parking facilities from time to time installed or located on the Land, together with all additions, alterations and replacements thereof (the "Improvements"). The Improvements include the building(s) situated on the Land (the "Building"). The Land and Improvements are depicted on Exhibit B attached hereto and made a part hereof. The Land does not include the property depicted as the "Adjacent Parcel" on Exhibit B attached hereto (the "Adjacent Parcel"). The Land and the Improvements are herein collectively referred to as the "Property" or the "Demised Premises."

B. Landlord desires to lease the Demised Premises to Tenant, and Tenant desires to lease the Demised Premises from Landlord, upon and subject to the terms and conditions set forth herein.

Agreements

Now, therefore, for and in consideration of the foregoing Recitals (all of which are hereby incorporated into and made a part of this Lease), the Exhibits attached hereto or to be attached hereto, and the covenants and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

Article I. -- Grant; Term of Lease

Section 1.1 Grant; Term of Lease; Condition Precedent.

(a) Landlord hereby demises and leases the Demised Premises to Tenant, to have and to hold the same, without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind on or about the Demised Premises, to be occupied and used by Tenant for the Permitted Use as provided in Section 4.1 and for no other purpose, subject to the covenants and agreements herein contained and all zoning laws, orders, regulations and legal requirements. The "Term" of this Lease shall commence upon the earlier to occur of (i) the thirtieth (30th) day following the Effective Date or (ii) such earlier date upon which Tenant secures a Change of Ownership Approval (as defined in Section 1.1(b) below) or waives (or is deemed to have waived) the condition precedent and termination right set forth in Section 1.1(b) below in writing (the earlier of such dates being referred to herein as the "Commencement Date") and shall end on that date that is two (2) years following the Commencement Date. Upon the expiration of the initial two (2) year period, the Term shall be

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RER

automatically extended on a month to month basis upon all of the terms and conditions set forth herein, with either party having the right to terminate this Lease upon not less than ninety (90) days written notice to the other party; provided further that Landlord may notify Tenant prior to the expiration of the initial two (2) year term of this Lease of its election to terminate the Lease and, in such event, the Term hereof shall cease and expire upon the later to occur of (i) the expiration of the initial two (2) year term of this Lease or (ii) the ninetieth (90th) day following the effective date of Landlord's termination notice.

(b) Anything contained herein to the contrary notwithstanding, this Lease and the obligations of Landlord and Tenant hereunder are expressly subject to and conditioned upon Tenant's ability to secure a "change of ownership/certificate of occupancy" approval from the appropriate District of Columbia officials permitting tenant to use and occupy the Premises under the existing certificate of occupancy provided that there is no change in the use of the Premises (a "Change of Ownership Approval" within the thirty (30) day period following the Effective Date (the "Contingency Period"). Tenant shall submit a full and complete application for a Change of Ownership Approval within five (5) business days following the Effective Date, shall promptly pay all fees required in connection therewith, and shall endeavor diligently and in good faith to secure a Change of Ownership Approval as soon as practical following the Effective Date. Provided Tenant complies with its obligations under this paragraph, if Tenant is unable despite its best efforts to secure a Change of Ownership Approval prior to the expiration of the Contingency Period, then on or before the last day of the Contingency Period, Tenant may terminate this Lease by written notice to Landlord. If Tenant does not timely exercise such termination right, then Tenant shall be deemed to have waived the same, and this Lease shall continue in full force and effect.

Article II. - Condition of the Demised Premises

Section 2.1 "As Is" Condition. Tenant shall accept the Demised Premises in its "as is" condition as of the Commencement Date and Landlord shall have no obligation to make any alterations (structural or otherwise), decorations, additions or improvements in or to the Demised Premises or the Property from its "as is" condition as of the Commencement Date or to provide Tenant with any construction, moving or other allowance. The foregoing notwithstanding, Landlord shall deliver the Demised Premises in "broom clean" condition, with: (i) water and electricity in good working order; (ii) two working bathrooms; and (iii) the auto elevator serviced. Additionally, Landlord shall replace any missing windows as soon as practicable following the Commencement Date.

Section 2.2 Tenant's Repair and Maintenance. Tenant shall, from and after the Commencement Date, have and hold the Demised Premises as the same shall then be, and assumes all responsibility and liability for making any alterations, improvements or repairs of any kind in or about the Demised Premises during the Term, subject to Landlord's obligations under Section 8.1 hereof. Tenant shall maintain the Demised Premises and all portions thereof in a clean, safe and orderly condition and otherwise in the state of repair specifically required by this Lease.

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Article III. -- Basic Rent

Section 3.1 Basic Rent.

(a) In consideration of the leasing of the Demised Premises, Tenant covenants to pay to Landlord, at 4200 Davenport Street, NW, Washington, DC 20016, or at such other place as Landlord from time to time may designate in writing, without previous demand therefor and without any right of setoff or deduction whatsoever, except as specifically set forth in this Lease, the monthly rental described below ("**Basic Rent**"). The Basic Rent shall be payable monthly, in advance, on the first day of each and every month during the Term from and after the Commencement Date, as provided below.

(b) The Basic Rent is as follows:

Term	Monthly Basic Rent
Months 1-12	\$10,500.00
Months 13-24	\$10,815.00
Months 25-36 (if applicable)	\$11,139.45

Tenant shall prepay the Monthly Basic Rent for the first (1st) month of the Term upon the Effective Date.

Section 3.2 Basic Rent Adjustment. If the Term of this Lease does not commence on the first day of a calendar month or end on the last day of a calendar month, the installment of Basic Rent for the partial calendar month at the commencement or the termination of the term shall be prorated on the basis of the number of days of the term within such calendar month.

Section 3.3 Additional Rent. Except for Landlord's obligation to pay for all real estate taxes applicable to the Premises and Landlord's specific repair obligations set forth in this Lease, the Basic Rent shall be absolutely net to Landlord so that this Lease shall yield, net to Landlord, the Basic Rent hereunder in each year of the Term and that all utility charges, maintenance, repair and replacement expenses, all expenses relating to compliance with laws, and all other costs, fees, charges, expenses, reimbursements and obligations of every kind and nature whatsoever (including but not limited to those set forth in Section 5.1 hereof) relating to the Demised Premises and the Property which may arise or become due during the Term or by reason of events occurring during the Term shall be paid or discharged by Tenant, at Tenant's sole cost and expense. In the event Tenant fails to pay or discharge any utility charge, maintenance repair or replacement expense which it is obligated to pay or discharge, Landlord may, but shall not be obligated to pay the same, provided that Landlord shall have first given Tenant not less than fifteen (15) days written notice of such failure and Tenant has not made a required payment within such fifteen (15) day period. In such event, Tenant shall reimburse Landlord therefor and pay the same as additional rent within ten (10) days following receipt of notice from Landlord of such payment. All charges payable hereunder by Tenant to Landlord other than Basic Rent, however denoted, are hereinafter collectively referred to as "**Additional**

A. J. [unclear]
RER

Rent." Basic Rent and Additional Rent are sometimes hereinafter collectively referred to as "Rent."

Section 3.4 Delinquent Payments. All payments of Basic Rent and Additional Rent shall be payable as provided in this Lease and without any right of setoff or deduction. In case of nonpayment of any item of Additional Rent by Tenant when the same is due, Landlord shall have, in addition to all its other rights and remedies, all of the rights and remedies available to Landlord under the provisions of this Lease or by law in the case of nonpayment of Basic Rent. The performance and observance by Tenant of all the terms, covenants, conditions and agreements to be performed or observed by Tenant hereunder shall be performed and observed by Tenant at Tenant's sole cost and expense. Any installment of Basic Rent or Additional Rent or any other charges payable by Tenant under the provisions hereof which is not be paid within ten (10) days following notice that the same is due and has not been paid shall bear interest at an annual rate equal to four (4) percentage points per annum in excess of the published "prime rate" (as published from time to time by The Wall Street Journal, which rate is currently calculated based upon the corporate loan rates of the nation's largest banks) from the date when the same is due hereunder until the same is paid, but in no event in excess of the maximum lawful rate permitted to be charged by Landlord against Tenant. Such rate of interest is sometimes hereinafter called the "Maximum Rate of Interest." Tenant acknowledges that Tenant's failure to pay Basic Rent or Additional Rent when due may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. The parties agree that the interest rate specified above represents a fair and reasonable estimate of the costs Landlord shall incur by reason of such late payment and acceptance of such interest rate does not constitute a waiver of Tenant's default or limit any other remedy of Landlord. The interest provided herein shall be deemed to be Additional Rent and the right to require it shall be in addition to all of Landlord's rights and remedies hereunder or at law.

Section 3.5 Independent Obligations. Any term or provision of this Lease to the contrary notwithstanding, the covenants and obligations of Tenant to pay Basic Rent and Additional Rent hereunder shall be independent from any obligations, warranties or representations, express or implied, if any, of Landlord herein contained.

Section 3.6 Tenant's Taxes. Tenant shall reimburse Landlord within thirty (30) days of written demand for any and all taxes, surcharges, levies, assessments, fees and charges payable by Landlord, whether or not now customary or within the contemplation of the parties hereto: (i) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements (but only to the extent such leasehold improvements are separately assessed), regardless of whether title to such improvements shall be in Tenant or Landlord; (ii) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; (iii) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises; and (iv) upon or measured by any rent payable hereunder, including, without limitation, any gross income or gross receipts, tax or excise tax levied in the future the District of Columbia, the federal government of the United States or any other governmental body, provided, however, that nothing in this Lease contained shall require Tenant to pay (x) any ad valorem real estate taxes or assessments with respect to the

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Land or the Improvements (including any gross receipt tax which may be instituted in lieu of or in substitution for any increases in ad valorem real estate taxes), (y) any municipal, state or federal net income or excess profits taxes assessed against Landlord, or (y) any municipal, state or federal estate, succession, inheritance or transfer taxes of Landlord. Payments of the sums described in this Section 3.6 shall be made by Tenant on the later of the date due under applicable law and fifteen (15) days after Tenant's receipt of written notice thereof.

Section 3.7 Security Deposit. Tenant shall provide to Landlord, upon execution of this Lease, a security deposit in the amount of Twenty One Thousand Dollars (\$21,000) (the "Security Deposit"). Such Security Deposit shall be considered as security for the faithful performance by Tenant of all of Tenant's obligations under this Lease. Upon the expiration of the Term hereof, including any extension or renewal thereof, or vacating of the Premises by Tenant (if later), Landlord shall (provided that Tenant is not in default under the terms hereof) return the Security Deposit to Tenant, less any portion thereof as Landlord shall have appropriated to cure any event of default by Tenant, including, without limitation, any arrearage in the payment of monthly Base Rent payable hereunder or Additional Rent or expenses incurred by Landlord to repair any damage (other than ordinary wear and tear) to the Demised Premises, to clean and return the Premises to the good and acceptable condition that it was found as of the commencement of the Lease, and to cure any other liabilities or indebtedness of Tenant to Landlord. In the event of the sale or transfer of Landlord's interest in the Property, Landlord shall have the right to transfer the Security Deposit to such purchaser or transferee, in which event Tenant shall look to the new landlord for the return of the Security Deposit and Landlord shall thereupon be released from all liability to Tenant for the return of such Security Deposit. Except as may be required by law, Landlord shall not be obligated to pay any interest on the Security Deposit or to keep the Security Deposit in a separate fund. The Security Deposit is not to be used or applied by Tenant as a substitute for Rent, Additional Rent or any other charges due in any month, but may be so applied by Landlord at any time at Landlord's option. The use, application, or retention of the Security Deposit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by law and shall not operate as a limitation on any recovery to which Landlord may be otherwise entitled.

Article IV. -- Use of Demised Premises

Section 4.1 Permitted Use. The Demised Premises (including all building or other improvements now or hereafter located thereon) may be used by Tenant throughout the Term for solely to conduct its business as an auto show room with the purpose of displaying and selling cars (the "Permitted Use"). The Demised Premises shall not be used for repairs, servicing or maintenance of any type. Final preparation of automobiles for the show room floor may be performed on the Demised Premises using materials, determined not to be detrimental to the environment or carcinogenic, and for which Landlord has pre-approved the MSDS sheets. If Tenant intends to "hand-wash" cars on the Demised Premises, appropriate authorization and approvals need to be obtained from the District of Columbia. Materials used for "hand-washed" cars may not be detrimental to the environment or carcinogenic and must be to be pre-approved by Landlord. No car washing will be performed on the lower level of the Building or on any portion of the Land. Tenant may park vehicles in the lower/rear portion of the Demised Premises between the guard rail and the westerly boundary line of the Demised Premises, provided that: (i) no vehicles may be parked on any portion of the Adjacent Parcel or any

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property not owned by Landlord where public parking is not expressly permitted, and Tenant shall indemnify Landlord for any and all fines and damages which may be asserted against Landlord on account of any parking on property other than the Demised Premises. Tenant shall not use or occupy the same, or permit them to be used or occupied, in any manner which would subject Landlord to any liability or penalty, make void or voidable any liability insurance then in force with respect thereto, cause the value of the Land substantially to diminish, or which would constitute a public or private nuisance or violate any applicable Hazardous Materials Laws (as such term is defined in Section 9.5(a) hereof). Tenant shall, promptly upon discovery of any such use, take all necessary steps to compel the discontinuance of such use.

Section 4.2 Preservation of Title to the Demised Premises. Tenant shall not use, suffer or permit the Demised Premises, or any portion thereof, to be used by Tenant, any third party or the public in such manner as would reasonably be expected to impair Landlord's title to the Demised Premises, or any portion thereof, or in such manner as would reasonably be expected to provide a basis for a claim or claims of adverse usage or adverse possession by the public, as such, or third persons, or of implied dedication of the Demised Premises, or any portion thereof. Nothing in this Lease contained and no action or inaction by Landlord shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or make any agreement that may create, or give rise to or be the foundation for any such right, title, interest, lien, charge or other encumbrance upon the estate of Landlord in the Demised Premises or any portion of the Property.

Section 4.3 Acceptance of Demised Premises. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Demised Premises or the Property or with respect to the suitability or fitness of either for the conduct of Tenant's business or for any other purpose. Tenant shall comply with any recorded easements, agreements, covenants, conditions and restrictions affecting the Demised Premises as of the Commencement Date, to the extent that non-compliance would subject Landlord to any liability or impose any liability on Landlord.

Article V. -- Payment of Assessments and Other Charges

Section 5.1 Payment of Impositions.

(a) During the Term, Landlord shall pay prior to delinquency all real estate taxes, special assessments, water rates and charges, sewer rates and charges relating to the Property.

(b) Tenant covenants and agrees to pay during the Term, as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the nonpayment thereof, all water rates and charges, sewer rates and charges relating to the Property, including, without limitation, any sum or sums payable for present or future sewer or water capacity, charges for public utilities, street lighting, excise levies, licenses, permits, inspection fees, other governmental charges, payments or charges under easements, covenants, conditions and restrictions now or hereafter of record, and all other charges or burdens of whatsoever kind and nature (including, without limitation, costs, fees, and expenses of complying with any easements, restrictive covenants or similar agreements to which the Property is subject) incurred in the use,

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occupancy, ownership, operation, leasing or possession of the Property (all of which are sometimes herein referred to as "Impositions"). Tenant covenants to furnish Landlord, on Landlord's request, official receipts of the appropriate authority, or other appropriate proof reasonably satisfactory to Landlord, evidencing the payment of any Imposition that is payable by Tenant.

Article VI. -- Insurance

Section 6.1 Property Insurance. Landlord may, at its election (but not be required to) procure such casualty or similar insurance with respect to the Building as it may determine to be advisable, in its sole discretion. The proceeds of any such insurance shall be the sole property of Landlord. In no event shall Landlord have any obligation to repair or restore any portion of the Premises that is damaged during the Term, irrespective of whether or not Landlord determines to procure casualty insurance.

Section 6.2 Tenant's Liability and Other Insurance Coverage. From and after the Commencement Date hereof, Tenant, at its sole cost and expense, shall obtain and continuously maintain in full force and effect the following insurance coverage:

(a) Commercial General Liability Insurance. Commercial general liability insurance providing coverage at least as broad as the current ISO form on an "occurrence" basis, with minimum limits of \$2,000,000 each occurrence and \$5,000,000 annual aggregate (which may include umbrella coverages) including coverage for Tenant's operations, premises liability, personal and advertising, products and completed operations and broad form contractual liability insurance. Tenant's liability insurance shall (a) be endorsed to name Landlord (and Landlord's mortgagee(s)) as additional insureds with respect to all matters arising out of the occupancy or use of the Demised Premises or the Property by Tenant; (b) be primary and non contributory to any other insurance maintained by Landlord; and (c) be placed and maintained with companies rated at least "A/VIII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Landlord. Such insurance shall have a commercially reasonable deductible, not to exceed \$25,000. If Tenant's liability insurance is provided under a blanket policy, or otherwise insuring other locations and operations of Tenant, the above coverage limits must be made specifically applicable to the Improvements on a "per location" basis.

(b) Tenant's Property Damage. Insurance against loss or damage by fire, and such other risks and hazards as are insurable under then available standard forms of "Special Causes of Loss" (formerly "all risk") property insurance policies with extended coverage, insuring all of Tenant's furniture, furnishings, fixtures, and equipment, for the full insurable value thereof or replacement cost value thereof, having a deductible amount, if any, of not greater than \$25,000.00 per annum.

(c) Builder's Risk. During the performance of any Alterations, until completion thereof, Tenant shall maintain builder's risk insurance on an "all risk" basis and on a completed value form, for full replacement value covering the interests of Landlord, Tenant (and their respective contractors and subcontractors) and any mortgagee, in all work incorporated in the Building and all materials and equipment in or about the Premises.

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(d) Worker's Compensation. Workers' compensation insurance, in amounts and with coverages as required by law.

(e) Business Interruption. Business interruption insurance in an amount of not less than twelve (12) months of the Basic Rent payable under this Lease.

(f) Other Insurance. Such other insurance and in such amounts as may from time to time be reasonably required by Landlord. Without limiting the foregoing, Tenant shall purchase and maintain worker's compensation insurance to the fullest extent required by applicable law including Employer's Liability coverage with limits of \$500,000; Auto Liability insurance for owned, non-owned and hired auto coverage with a combined single limit of not less than \$1,000,000.

Section 6.3 Insurance Provisions. Each policy required to be procured by Tenant under this Article 6 shall have attached thereto (a) an endorsement that such policy shall not be cancelled or materially changed without at least 30 days prior written notice to Landlord, and (b) an endorsement to the effect that the insurance as to the interest of Landlord shall not be invalidated by any act or neglect of Landlord or Tenant. All policies of insurance shall be written in companies rated at least "A/VIII" by A.M. Best Insurance Service and otherwise reasonably satisfactory to Landlord and licensed in the jurisdiction in which the Property is located. Tenant shall deliver certificates of insurance (using an ACORD Form 28, ACCORD Form 27 and ACORD Form 25-S and otherwise in a form reasonably satisfactory to Landlord) or other evidence of insurance satisfactory to Landlord (i) prior to any use or occupancy of the Demised Premises by Tenant, (ii) not later than 30 days prior to the expiration of any current policy or certificate, and (iii) at such other times as Landlord may reasonably request, no later than 20 days after request by Landlord. If Tenant fails to maintain the insurance required by this Lease, then upon written notice from Landlord, Landlord may obtain such insurance and Tenant shall reimburse Landlord for all costs related thereto.

Section 6.4 Waiver and Release of Claims and Subrogation. Tenant, on behalf of Tenant and its insurers, waives, releases and discharges Landlord from all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under the Lease (collectively, "Claims"), arising out of damage to or destruction of the Demised Premises or any portion of the Property or Tenant's trade fixtures, other personal property or business, and any loss of use or business interruption, occasioned by any fire or other casualty or occurrence whatsoever (whether similar or dissimilar), regardless whether any such Claim results from the negligence or fault of Landlord or otherwise, and Tenant shall look only to Tenant's insurance coverage (regardless whether Tenant maintains any such coverage, regardless whether any such insurance covers such Claims and regardless of any deductible or self-insured retention maintained by Tenant) in the event of any such Claim. Tenant's trade fixtures, other personal property and all other property in Tenant's care, custody or control, is located at the Land at Tenant's sole risk. Landlord is not liable for any damage to such property or for any theft, misappropriation or loss of such property. Tenant is solely responsible for providing such insurance as may be required to protect Tenant, its employees and invitees against any injury, loss, or damage to persons or property occurring in

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the Demised Premises or at the Property, including, without limitation, any loss of business or profits from any casualty or other occurrence at the Property.

Article VII. -- Utilities

Section 7.1 Utilities. Landlord shall not be responsible for providing any utilities or services to the Demised Premises or any part thereof, and Tenant shall be solely responsible for obtaining same directly from the utility companies providing electricity, water and sewer services, gas and all other utilities required for the operation of the Building and other portions of the Property and for the provision of HVAC, elevator, telephone and any and all other services to the Demised Premises, provided that, to any extent required, Landlord shall cooperate with Tenant to enable Tenant to obtain service for the foregoing utilities.

Section 7.2 Additional Charges. In the event that any charge or fee is required with respect to the Term after the Commencement Date by the jurisdiction in which the Property is located, or by any agency, subdivision or instrumentality thereof, or by any utility company furnishing services or utilities to the Property, as a condition precedent to furnishing or continuing to furnish utilities or services to the Property, such charge or fee shall be deemed to be a utility charge payable by Tenant, but solely to the extent that any such service is required by Tenant for the operation of its business at the Property. Solely to the extent specifically requested by Tenant, the provisions of this Section 7.2 shall include, without limitation, any charges or fees for present or future water or sewer capacity to serve the Property, any charges for the underground installation of gas or other utilities or services, and other charges relating to the extension of or change in the facilities necessary to provide the Property with adequate utility services. In the event that Landlord has paid any such charge or fee after the date hereof, Tenant shall reimburse Landlord for such utility charge.

Article VIII. -- Repairs

Section 8.1 Repairs and Maintenance.

(a) Repairs by Landlord. Except as otherwise expressly provided herein, Landlord shall make such repairs and replacements to the roof (including its waterproof membrane), exterior walls, exterior windows, floor slabs and other structural components of the Building as may be necessary to keep them in good repair and condition (exclusive of equipment installed by Tenant and except for those repairs required to be made by Tenant pursuant to this Lease and repairs or replacements occasioned by any negligence or misconduct of Tenant, its servants, agents, customers, contractors, employees, licensees and, within the Premises only, invitees). Landlord shall have no responsibilities, obligations, or liabilities for any failure or inability to make any repairs or replacements, if such failure or inability arises out of or results from force majeure events, or any other causes beyond the reasonable control of the Landlord. Without limiting the foregoing, in no event shall Landlord ever be liable to Tenant for any lost profits, or for any indirect or consequential damages.

(b) Repairs by Tenant. Subject only to Landlord's obligations under Section 8.1(a) above, Tenant, at its sole cost and expense, throughout the Term, shall be responsible for repairing and maintaining the Demised Premises. Tenant shall be solely responsible for the

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installation, upgrade, repair, maintenance and replacement of the HVAC system exclusively serving the Premises and the auto elevator as and when needed throughout the Term hereof. Tenant shall also initiate and carry out a program of regular maintenance and repair of the Premises, including but not limited to, obtaining and maintaining, at Tenant's cost, service contracts with reputable, licensed mechanical contractors to carry out a program of regular maintenance and repair of the heating, air-conditioning and ventilating systems, including but not limited to, the replacement of any filters and the auto elevator. Tenant shall keep the Demised Premises (including any Improvements and any other improvements currently existing or hereafter made by Tenant) in a clean, safe and orderly condition and in compliance with all legal requirements. Tenant shall not permit debris to accumulate on the Property and shall maintain the exterior of the Building. Any and all maintenance, repairs and replacements, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description required to be undertaken in accordance with the specific requirements of this Lease at the Property shall be undertaken by Tenant at its sole cost and expense. When used in this Article 8, "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. All repairs made by Tenant shall be made in accordance with all laws, ordinances and regulations whether heretofore or hereafter enacted. Landlord shall have no responsibility for the cost of any repairs, improvements, alterations or replacements made by Tenant.

Section 8.2 Maintenance. Tenant, at its sole cost and expense, shall repair and maintain all driveways, pathways, roadways, sidewalks, curbs, parking areas, loading areas, landscaped areas, entrances and passageways within the Demised Premises and shall keep all portions of the Demised Premises, including areas appurtenant thereto, in a clean and orderly condition free of snow, ice, dirt, rubbish, debris and unlawful obstructions, in each case, as may be required by applicable legal requirements. For avoidance of doubt, trash removal, snow removal, and cleaning services shall be at the sole cost of the Tenant.

Section 8.3 Tenant's Waiver of Claims Against Landlord. Except as expressly set forth in Section 8.1 above, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Demised Premises or any improvements hereafter erected thereon. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Demised Premises and all improvements hereafter erected thereon, and Tenant hereby waives any rights created by any law now or hereafter in force to make repairs to the Demised Premises or improvements hereafter erected thereon at Landlord's expense.

Section 8.4 Prohibition Against Waste. Tenant shall not do or suffer any waste or damage, disfigurement or injury to the Demised Premises (excluding the Building).

Section 8.5 Landlord's Right to Effect Repairs. If Tenant should fail to perform any of its obligations under this Article 8 and such failure in any such case would impose any cost or liability on Landlord, then Landlord, after not less than fifteen (15) days prior written notice to Tenant specifying the nature of any such obligations, may, if Tenant does not, within such fifteen (15) day period, or such lesser time as may be appropriate in the event of an emergency, commence to perform and diligently pursue performance of such obligations, and if Landlord so elects, in addition to any other remedies provided herein, effect such repairs and maintenance. Any reasonable sums expended by Landlord in effecting such repairs and

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maintenance shall be due and payable, within fifteen (15) days of Landlord's notice thereof together with documentation of such expenditures reasonably satisfactory to Tenant, together with interest thereon at the Maximum Rate of Interest from the date of each such notice by Landlord to the date of repayment by Tenant.

Section 8.6 Misuse; Damage; Alterations. Tenant shall be responsible for all repairs to the Demised Premises which are made necessary by any damage, misuse or neglect by (a) Tenant or any of its officers, agents, employees, contractors, licensees or subtenants; or (b) any visitors, patrons, guests or invitees of Tenant or its subtenant while in or upon the Demised Premises and, if any repairs are required as a result of any alterations, improvements or installations made by or on behalf of Tenant, or any of its agents, employees, contractors, subtenants or invitees, then Tenant shall make such repairs, provided that, in each such case, the failure to make such repairs would impose any cost or liability on Landlord.

Article IX. -- Compliance with Laws and Ordinances

Section 9.1 Compliance with Laws and Ordinances. Tenant shall throughout the Term, at Tenant's sole cost and expense, promptly comply or cause compliance with or remove or cure any violation (including any violation existing as of the Commencement Date and any future violation) of any and all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state, municipal and other governmental bodies having jurisdiction over the Demised Premises, and the appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are situated, or any other body now or hereafter constituted exercising lawful or valid authority over the Demised Premises, or any portion thereof, or the sidewalks, curbs, roadways, alleys, entrances or railroad track facilities adjacent or appurtenant thereto, or exercising authority with respect to the use or manner of use of the Demised Premises, or such adjacent or appurtenant facilities, and whether the compliance, curing or removal of any such violation and the costs and expenses necessitated thereby shall have been foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be presently within the contemplation of Landlord or Tenant or shall involve any change of governmental policy, or require structural or extraordinary repairs, alterations or additions by Tenant and irrespective of the costs thereof, in each case, solely to the extent that any failure to comply or cause compliance with or to remove or cure any such violation would subject Landlord to any liability.

Section 9.2 Compliance with Encumbrances. Tenant, at its sole cost and expense, shall comply with all agreements, contracts, easements, restrictions, reservations or covenants of record as of the date of this Lease, or hereafter created by Tenant. Landlord shall not record or permit the recording of any of the foregoing matters that would interfere with or impair Tenant's use of the Demised Premises for the Permitted Use or impose any increased liability or obligation on Tenant. Tenant shall also comply with, observe and perform all provisions and requirements of all policies of insurance at any time obtained by Tenant and in force with respect to the Property and shall comply with any permits issued to Tenant by governmental authorities in connection with Tenant's use of the Demised Premises.

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Section 9.3 Tenant's Obligations. Notwithstanding that it may be usual and customary for Landlord to assume responsibility and performance of any or all of the obligations set forth in this Article 9, and notwithstanding any order, rule or regulation directed to Landlord to perform, except as set forth in this Lease, Tenant hereby assumes such obligations because, by nature of this Lease, the rents and income derived from this Lease by Landlord are net rentals not to be diminished by any expense incident to such obligations. Notwithstanding the foregoing, Landlord shall be solely responsible for all costs and expenses and payments associated with or required by any mortgage or other financing by Landlord of the Demised Premises or any part thereof, any and all costs, and expenses related to or required by Landlord's plans or actions for development of the Demised Premises, taxes (except as specifically set forth in this Lease) and Landlord's administrative costs and expenses associated with Landlord's ownership of the Demised Premises.

Section 9.4 Intentionally Omitted.

Section 9.5 Compliance with Hazardous Materials Laws.

(a) Tenant, its agents and employees shall not introduce, use, generate, store, accept or dispose of on, under or about the Demised Premises or any portion of the Property or transport to or from the Demised Premises or the Property any Hazardous Materials (hereinafter defined), except that Tenant shall be permitted to use and keep at the Demised Premises such materials and supplies as are reasonable and customary for the Permitted Use, provided that Tenant uses, stores and disposes of same in accordance with all applicable Hazardous Materials Laws (hereinafter defined). Without limiting the foregoing, Tenant shall at all times and in all respects, at Tenant's sole cost and expense, comply with all Hazardous Materials Laws.

(b) For purposes hereof:

1. The term "Hazardous Materials" as used herein shall mean and include any and all chemical, substance, material, waste or component thereof which is listed, defined or regulated as hazardous or toxic by or under any Hazardous Materials Laws, including, without limitation, oil and other petroleum products, asbestos, lead paint and polychlorinated biphenyls (PCBs).
2. The term "Hazardous Materials Laws" shall mean all federal, state and local laws, rules, statutes, directives, ordinances or regulations pertaining in any way to health, safety and/or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and all state analogs of such laws, and any and all rules and regulations under any such laws as they may be amended from time to time.

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3. The term "Environmental Violation" shall mean any of the following occurring after the Commencement Date: (a) any direct or indirect discharge, disposal, spillage, emission, escape, pumping, pouring, injection, leaching, release, seepage, filtration or transporting of any Hazardous Materials at, upon, under, onto or within the Property, or from the Demised Premises or Property in violation of any applicable Hazardous Materials Laws; (b) any deposit, storage, dumping, placement or use of any Hazardous Materials at, upon, under or within the Demised Premises or the Property in violation of any applicable Hazardous Materials Laws or which extends to any adjoining property in violation of any applicable Hazardous Materials Laws; (c) the abandonment or discarding of any barrels, containers or other receptacles containing any Hazardous Materials in violation of any applicable Hazardous Materials Laws; (d) any activity, occurrence or condition which could result in any liability, cost or expense to Landlord or Landlord's lender or any other owner or occupier of the Demised Premises or the Property, or which could result in a creation of a lien on the Demised Premises or the Property under any applicable Hazardous Materials Law; or (e) any other violation of or noncompliance with any applicable Hazardous Materials Law. "Environmental Violation" shall not include any environmental condition or violation of Hazardous Materials Laws to the extent caused by (i) the introduction of Hazardous Materials in, on or about the Demised Premises or the Property by or at the direction of Landlord or by any of Landlord's employees, agents, successors and/or assigns, or (ii) the violation by Landlord or any of Landlord's employees, agents, successors and/or assigns of any applicable Hazardous Materials Law.

(c) Tenant shall not at any time following the Commencement Date cause, knowingly permit or knowingly suffer to occur any Environmental Violation or permit any sublessee, assignee or other person occupying the Demised Premises through or under Tenant to cause, permit or suffer to occur any Environmental Violation. Following the written request of Landlord or Landlord's lender, Tenant shall promptly remediate or undertake any other appropriate response actions to correct any existing Environmental Violation. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required pursuant to applicable Hazardous Materials Laws for Tenant's use of the Demised Premises, including, without limitation, with respect to the discharge of (appropriately treated) materials or waste into or through any sanitary sewer system serving the Demised Premises and the Property. Tenant shall cause any and all Hazardous Materials that are disposed of from the Demised Premises to be transported solely by duly licensed haulers to duly licensed facilities for final disposal of such

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waste Hazardous Materials. Tenant shall in all respects, handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Demised Premises in complete conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding the management of such Hazardous Materials. All reporting obligations, to the extent imposed upon Tenant by applicable Hazardous Materials Laws, are solely the responsibility of Tenant.

(d) Upon expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Materials (to the extent such Hazardous Materials are generated, released or disposed of during the Term by Tenant) to be removed from the Demised Premises and the Property and transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action in response to any Material Environmental Violation (as hereinafter defined), nor enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to or in any way connected with the Demised Premises or the Property pursuant to applicable Hazardous Materials Laws, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto. Tenant shall promptly notify Landlord in writing of (w) any Material Environmental Violation, (x) any enforcement, clean-up, removal or other governmental or regulatory action that, to the knowledge of Tenant, has been instituted, completed or threatened against Tenant with respect to the Demised Premises pursuant to any applicable Hazardous Materials Laws; (y) any claim that, to the knowledge of Tenant, has been made or threatened by any person against Landlord relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials in, on or about the Demised Premises; and (z) any reports that, to the knowledge of Tenant, have been made to any governmental authority arising out of or in connection with any Hazardous Materials in, on or about the Demised Premises or the Property or with respect to any Hazardous Materials removed from the Demised Premises or the Property, including, any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant shall also provide to Landlord, as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations with respect to Hazardous Materials and relating in any way to the Demised Premises, the Property or Tenant's use thereof. Upon written request of Landlord (to enable Landlord to defend itself from any claim or charge related to any applicable Hazardous Materials Law), Tenant shall promptly deliver to Landlord notices of hazardous waste manifests reflecting the legal and proper disposal of all such Hazardous Materials disposed of or to be disposed of from the Demised Premises or the Property. All such manifests shall in no way attribute responsibility for any such Hazardous Materials to Landlord except to the extent such Hazardous Materials were introduced by or at the direction of Landlord or by any of Landlord's employees, agents, successors and/or assigns.

(e) Tenant agrees to permanently cover floor drains if the areas adjacent to floor drains are being used for hand-washing and/or final preparation of cars for showroom. Tenant agrees to monthly inspections by an environmental engineer acting on behalf of Landlord to ensure compliance of Tenant with the terms and provisions of this Lease. Notwithstanding Section 12.1(c), in the event that breaches by Tenant are determined by Landlord of this Section 9.5 or Section 4.1, Landlord has the right to terminate this Lease immediately.

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Section 9.6 Environmental Violations. If an Environmental Violation occurs or is found to exist and, in Landlord's reasonable judgment, the cost of remediation of, or other response action with respect to, the same is likely to exceed \$5,000.00 (a "Material Environmental Violation"), Tenant shall provide to Landlord, within 10 days after Landlord's request therefor, adequate financial assurances that Tenant shall effect such remediation with respect to such Material Environmental Violation in accordance with applicable Hazardous Materials Laws. Notwithstanding any other provision of this Lease, if a Material Environmental Violation occurs or is found to exist and the Term would otherwise terminate or expire prior to the completion of any such remediation, then, at the option of Landlord, Tenant's obligation to complete such remediation as required under this Lease shall survive the termination or expiration of the Term and such obligation shall remain in full force and effect beyond such date until the earlier to occur of (a) the receipt of a certification from a qualified environmental professional reasonably acceptable to Landlord and Tenant indicating completion of all remedial action with respect to such Material Environmental Violation in accordance with applicable Hazardous Materials Laws or (b) the date specified in a written notice from Landlord to Tenant. If Tenant fails to correct any Material Environmental Violation which occurs or is found to exist, Landlord shall have the right (but not the obligation), at Tenant's cost, to take any and all actions as Landlord shall reasonably deem necessary or advisable in order to cure such Material Environmental Violation. All future leases, subleases or concession agreements relating to the Property entered into by Tenant shall contain covenants of the other party not to at any time (y) cause any Environmental Violation to occur or (z) knowingly permit any person occupying the Demised Premises through such subtenant or concessionaire to cause any Environmental Violation to occur.

Section 9.7 Indemnification. Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless Landlord and each of Landlord's officers, directors, partners, employees, agents, attorneys, successors and assigns, and Landlord's lender, if Landlord requests same (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including attorneys' fees and expenses) whatsoever arising or resulting in whole or in part, directly or indirectly, from the presence or discharge of Hazardous Materials, in, on, under, upon or from the Demised Premises or the Property during the Term or from the transportation or disposal of Hazardous Materials to or from the Demised Premises or the Property during the Term or from the violation of any applicable Hazardous Materials Laws or any of the provisions of this Article IX during the Term, except to the extent caused by the acts or omissions of any Indemnified Party. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any repairs, clean-up or detoxification or decontamination of the Demised Premises or the Property to the extent required under applicable Hazardous Materials Laws and shall survive the expiration of or early termination of the Term. For purposes of the indemnity provided herein, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless Landlord and the Indemnified Parties from and against any acts or omissions of Tenant, and/or Tenant's employees, agents, customers, sublessees, assignees, contractors and subcontractors (whether or not they are negligent, intentional, willful or unlawful) before and after the Commencement Date. Without limiting the foregoing, Tenant's obligations hereunder shall include all claims or costs incurred by Landlord for Hazardous Materials discovered in or at the Property after the Termination Date, but which were

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introduced by Tenant and/or Tenant's employees, agents, invitees, sublessees, contractors or subcontractors at any time prior to the Termination Date.

Section 9.8 Environmental Audits. Provided that (a) an Event of Default shall have occurred and be continuing or (b) the Landlord has a reasonable basis to believe that an environmental assessment would disclose the material presence or release of previously undisclosed and unpermitted Hazardous Materials at the Demised Premises, then, upon the written request by Landlord during the Term, Tenant shall undertake and submit to Landlord an environmental assessment from an environmental company reasonably acceptable to Landlord with respect to the Demised Premises, at Tenant's expense.

Section 9.9 Acts or Omissions Regarding Hazardous Materials. For purposes of the covenants and agreements contained in Sections 9.5 through 9.8 hereof, Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless Landlord and the Indemnified Parties from and against any acts or omissions of Tenant, or its employees, agents, customers, sublessees, assignees, contractors or sub-contractors (whether before or after the Commencement Date).

Section 9.10 End of Term Environmental Condition. Prior to the end of the Term of this Lease, Landlord, at Landlord's sole cost and expense, shall have the right to investigate the environmental condition of the Property. The environmental professional engaged by Landlord (the "EP") shall investigate the Property in accordance with applicable industry standards governing environmental investigations. During all stages of any environmental surveys and/or testing performed on or at the Property by Landlord, its representatives or agents, Tenant shall have the opportunity to have its representatives and/or agents present, and Landlord shall have its testing agents provide "split samples" to Tenant or its representatives. All environmental reports and studies prepared by or on behalf of Landlord shall be promptly copied to Tenant or its representatives, and any such reports prepared on or behalf of Tenant shall be promptly copied to Landlord.

Section 9.11 Survival. The respective rights and obligations of Landlord and Tenant under this Article 9 shall survive the expiration or earlier termination of this Lease.

Article X. -- Mechanic's Liens and Other Liens

Section 10.1 Freedom From Liens. Tenant shall not suffer or permit any mechanic's lien or other lien to be filed against the Demised Premises or any portion thereof, by reason of work, labor, skill, services, equipment or materials supplied or claimed to have been supplied to the Demised Premises at the request of Tenant, or anyone holding the Demised Premises, or any portion thereof, through or under Tenant. If any such mechanic's lien or other lien shall at any time be filed against the Demised Premises or any portion thereof, Tenant shall proceed with commercially reasonable due diligence to cause the same to be discharged of record.. If Tenant shall fail to discharge such mechanic's lien or liens or other lien within sixty (60) days and the existence of such lien subjects Landlord to liability of any kind, then, in addition to any other right or remedy of Landlord, after fifteen (15) days prior written notice to Tenant, Landlord may, but shall not be obligated to, discharge the same by procuring the discharge of such lien by deposit in the court having jurisdiction of such lien, the foreclosure

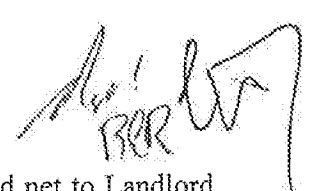
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thereof or other proceedings with respect thereto, of a cash sum sufficient to secure the discharge of the same, or by the deposit of a bond or other security with such court sufficient in form, content and amount to procure the discharge of such lien, or in such other manner as is now or may in the future be provided by present or future law for the discharge of such lien as a lien against the Demised Premises. Any amount paid by Landlord, or the value of any deposit so made by Landlord, together with all costs, fees and expenses in connection therewith (including reasonable attorneys' fees of Landlord), together with interest thereon at the Maximum Rate of Interest, shall be repaid by Tenant to Landlord within fifteen (15) days of demand by Landlord and if unpaid may be treated as Additional Rent. Tenant shall indemnify, defend and hold harmless Landlord, from all losses, costs, damages, expenses, liabilities, suits, penalties, claims, demands and obligations, including, without limitation, reasonable attorneys' fees, resulting from the assertion, filing, foreclosure or other legal proceedings with respect to any such mechanic's lien or other lien. All materialmen, contractors, artisans, mechanics, laborers and any other person now or hereafter furnishing any labor, services, materials, supplies or equipment to Tenant with respect to the Demised Premises, Property or any portion thereof, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for the same. Notice is hereby given that Landlord shall not be liable for any labor, services, materials, supplies, skill, machinery, fixtures or equipment furnished or to be furnished to Tenant upon credit, and that no mechanic's lien or other lien for any such labor, services, materials, supplies, machinery, fixtures or equipment shall attach to or affect the estate or interest of Landlord in and to the Demised Premises or any portion thereof.

Section 10.2 Removal of Liens. Except as otherwise provided for in this Article 10, Tenant shall not create, permit or suffer, and shall promptly discharge and satisfy of record, any other lien, encumbrance, charge, security interest or other right or interest which shall be or become a lien, encumbrance, charge or security interest upon the Demised Premises, or any portion thereof, or the income therefrom, or on the interest of Landlord or Tenant in the Demised Premises, or any portion thereof to the extent created or permitted by Tenant and except for those liens, encumbrances, charges, security interests or other rights or interests consented to, in writing, by Landlord, or those mortgages, assignments of rents, assignments of leases and other mortgage documentation placed thereon by Landlord in financing or refinancing the Demised Premises.

Article XI. -- Intent of Parties

Section 11.1 Modified Net Lease. It is the further express intent of Landlord and Tenant that, except as set forth in this Lease, (a) the obligations of Landlord and Tenant hereunder shall be separate and independent covenants and agreements and that the Basic Rent and Additional Rent, and all other charges and sums payable by Tenant hereunder, shall commence at the times provided herein and shall continue to be payable in all events unless the obligations to pay the same shall be terminated or suspended or may be offset pursuant to an express provision in this Lease; (b) all costs or expenses of whatsoever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen, and of every kind and nature whatsoever that may be necessary or required in and about the Demised Premises, or any portion thereof, and Tenant's possession or authorized use thereof during the Term, shall be paid by Tenant and all provisions of this Lease are to be interpreted and construed in light of the intention expressed in this Section 11.1; (c) except as specifically set forth herein, the Basic Rent



specified herein shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Basic Rent specified herein in each year during the Term; (d) all Impositions, insurance premiums, utility expense, repair and maintenance expense, and all other costs, fees, interest, charges, expenses, reimbursements and obligations of every kind and nature whatsoever relating to the Demised Premises, the Property, or any portion thereof, which are specifically provided for in this Lease and are due with respect to the Term, or any extension or renewal thereof, shall be paid or discharged by Tenant as Additional Rent, provided that, with respect to any such matters that may be paid in installments, Tenant shall only be responsible for payment of any installments or the applicable part thereof due with respect to the Term; and (e) Tenant hereby agrees to indemnify, defend and save Landlord harmless from and against such costs, fees, charges, expenses, reimbursements and obligations, and any interest thereon.

Section 11.2 Entry by Landlord. If Tenant shall at any time fail to pay any Imposition in accordance with the provisions of Article 5 hereof, or to take out, pay for, maintain and deliver any of the insurance policies or certificates of insurance provided for in Article 6 hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed and such failure in any case would impose any cost or liability on Landlord, then Landlord, after prior written notice to Tenant as provided in Section 12.1, and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease and if Tenant has not cured such failure within the time period provided in Section 12.1, may, but shall be under no obligation to do so, (a) pay any Imposition payable by Tenant pursuant to the provisions of Article 5 hereof; (b) take out, pay for and maintain any of the insurance policies provided for in this Lease; or (c) make any other payment or perform any other act on Tenant's part to be paid or performed as in this Lease provided, and Landlord may enter upon the Demised Premises for any such purpose and take all such action therein or thereon as may reasonably be necessary therefor. Nothing herein contained shall be deemed as a waiver or release of Tenant from any obligation of Tenant contained in this Lease.

Section 11.3 Interest on Unpaid Amounts. If Tenant shall fail to perform any act required of it and, in accordance with the other provisions of this Lease, Landlord may perform the same, then, provided that Landlord shall have provided the required notice to Tenant and Tenant shall have failed to satisfy such obligation as provided herein, all reasonable sums paid by Landlord and all reasonably necessary and incidental costs and expenses, including reasonable attorneys' fees, in connection with the performance of any such act by Landlord, together with interest thereon at the Maximum Rate of Interest from the date of notice to Tenant of such expenditure by Landlord, shall be deemed Additional Rent hereunder and, except as is otherwise expressly provided herein, shall be payable to Landlord within ten (10) business days of demand or, at the option of Landlord, may be added by notice to Tenant to any monthly rental then due or thereafter becoming due under this Lease, and Tenant covenants to pay any such sum or sums, with interest as aforesaid, and Landlord shall have, in addition to any other right or remedy of Landlord, the same rights and remedies in the event of nonpayment thereof by Tenant as in the case of default by Tenant in the payment of monthly Basic Rent.

Article XII. -- Defaults; Remedies

Section 12.1 Events of Default. The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant, with the notices required by this Section

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12.1 being intended to satisfy any and all notice requirements imposed by law on Landlord and are not in addition to any such requirement ("Event of Default"):

(a) Abandonment. If Tenant abandons the Demised Premises and fails to pay the Rent due hereunder. Mere vacation of the Demised Premises (provided that Tenant continues to pay the Rent required hereunder and to perform all of Tenant's other obligations relating to the Demised Premises) shall not be deemed abandonment.

(b) Failure to Pay. If Tenant fails to pay Rent or any other charge as and when due where such failure continues for five (5) business days after written notice from Landlord that such amount is due and unpaid. Notwithstanding the foregoing, Landlord shall not be required to provide Tenant with written notice of Tenant's failure to pay Rent or any other charge as and when due more than twice in a twelve (12) month period.

(c) Failure to Perform. If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of 30 days after written notice of such failure by Landlord to Tenant; provided that if more time is required to complete such performance, an Event of Default shall not occur if Tenant commences such performance within the 30-day period and thereafter diligently and continuously pursues its completion.

(d) Other Defaults. If (i) Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within ninety (90) days; (iii) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within ninety (90) days; or (iv) substantially all of Tenant's assets located at the Demised Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within ninety (90) days. If a court of competent jurisdiction determines that any of the acts described in this Section 12.1 is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the Rent (or any other consideration) paid in connection with such assignment or sublease and the Rent payable by Tenant hereunder.

(e) Remedies. Upon the occurrence and continuance of any Event of Default, Landlord may, without notice or demand, except as may be required by law, terminate this Lease effective on the date Landlord specifies in Landlord's notice to Tenant. Upon termination, Tenant shall immediately surrender possession of the Demised Premises to Landlord as provided in Section 20.18 hereof. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant shall pay to Landlord within ten (10) business days of demand all Rent hereinafter becoming due and payable under this Lease.

(f) Right of Landlord to Re-Enter. In the event of any termination of this Lease, Landlord shall have the immediate right to enter upon and repossess the Demised Premises, and any personal property of Tenant may be removed from the Demised Premises and stored in any public warehouse at the risk and expense of Tenant.

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(g) Cumulative Remedies. Each remedy or right of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease and the exercise or the beginning of the exercise by Landlord of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies.

(h) Waiver. Tenant hereby expressly waives, so far as permitted by law, any and all right of redemption or reentry or repossession or to revive the validity and existence of this Lease in the event that Tenant shall be dispossessed by a judgment or by order of any court having jurisdiction over the Demised Premises or the interpretation of this Lease or in case of entry, reentry or repossession by Landlord or in case of any expiration or termination of this Lease.

Section 12.2 Legal Costs. As provided in Section 19.21 below, in the event of any breach of this Lease by either party, the breaching party shall reimburse the non-breaching party for all reasonable attorneys' fees incurred by the non-breaching party in connection with such breach. Tenant shall also indemnify, protect, defend and hold harmless Landlord from all costs, expenses, demands and liability (including, without limitation, reasonable attorneys' fees and costs, including attorneys' fees as a result of the enforcement of this indemnity) incurred by Landlord if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding any interest under or using the Demised Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person in connection with the Demised Premises; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person with respect to the Demised Premises; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding against Tenant, or other proceeding against Tenant under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any reasonable legal fees or costs incurred by Landlord in any such claim or action.

Similarly, Landlord shall indemnify, protect, defend and hold harmless Tenant from all costs, expenses, demands and liability (including, without limitation, reasonable attorneys' fees and costs, including attorneys' fees as a result of the enforcement of this indemnity) incurred by Tenant if Tenant becomes or is made a party to any claim or action arising out of or resulting from any act or transaction of Landlord or such other person affiliated with Landlord with respect to the Demised Premises. Landlord shall defend Tenant against any such claim or action at Landlord's expense with counsel reasonably acceptable to Tenant or, at Tenant's election, Landlord shall reimburse Tenant for any reasonable legal fees or costs incurred by Tenant in any such claim or action.

Section 12.3 No Waiver. No failure by Landlord or by Tenant to insist upon the performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, and no acceptance by Landlord of full or partial rent from Tenant or any third party during the continuance of any such breach, shall constitute a waiver of any such breach or of any of the terms of this Lease. None of the terms of this Lease to be kept, observed or performed by Landlord or by Tenant, and no breach thereof, shall be waived, altered or modified except by a

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written instrument executed by Landlord and/or by Tenant, as the case may be. No waiver of any breach shall affect or alter this Lease, but each of the terms of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach of this Lease. No waiver of any default of Landlord or Tenant herein shall be implied from any omission by Landlord or Tenant, as applicable, to take any action on account of such default, if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 12.4 Waiver by Tenant. Tenant hereby waives all claims arising from Landlord's re-entering and taking possession of the Demised Premises and removing and storing the property of Tenant as permitted under this Lease and applicable law. No such reentry in accordance with applicable law shall be considered or construed to be a forcible entry by Landlord.

Article XIII. -- Destruction and Restoration

Section 13.1 Destruction and Restoration. If (i) the Demised Premises are substantially damaged or are rendered substantially untenable by fire or other casualty and (ii) Landlord does not notify Tenant of its election to repair or restore such damage, then either Landlord or Tenant may, within thirty (30) days after such fire or other casualty, terminate this Lease by giving the other party a notice in writing of such decision. In the event Tenant or Landlord terminates this Lease in accordance with the foregoing sentences, then (i) the term of this Lease shall expire by lapse of time upon the third day after such notice is given, (ii) the proceeds payable under all casualty insurance policies maintained by Landlord (if any) on the Demised Premises shall be payable to and retained by Landlord, and (iii) Tenant shall vacate the Demised Premises and surrender the same to Landlord. Upon the termination of this Lease under the conditions hereinbefore provided, Tenant's liability for Basic Rent and Additional Rent shall cease as of the day following the casualty. Tenant acknowledges that Landlord is not required to either insure the Demised Premises against fire or any other casualty and is not obligated to restore the Demised Premises following any such casualty event.

Section 13.2 Continuance of Tenant's Obligations. Except as expressly provided in Section 13.1, no destruction of or damage to the Demised Premises, the Property or any portion thereof, by fire, casualty or otherwise shall permit Tenant to surrender this Lease or shall relieve Tenant from its liability to pay to Landlord the Basic Rent and Additional Rent payable under this Lease or from any of its other obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon Tenant by present or future law or otherwise to quit or surrender this Lease or the Demised Premises, or any portion thereof, to Landlord or to any suspension, diminution, abatement or reduction of rent on account of any such damage or destruction.



Article XIV. -- Condemnation

Section 14.1 Condemnation of Entire Demised Premises. If, during the Term, the entire Demised Premises shall be taken as the result of the exercise of the power of eminent domain ("Proceedings"), this Lease and all right, title and interest of Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such Proceedings and Landlord shall be entitled to and shall receive the total award made in such Proceedings, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord and Tenant hereby waiving any right Tenant has now or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease. In any taking of the Demised Premises, or any portion thereof, whether or not this Lease is terminated as in this Article 14 provided, Tenant shall not be entitled to any portion of the award for the taking of the Demised Premises or damage to the Improvements, except as otherwise provided for in Section 14.3 hereof. All such award, damages, consequential damages and compensation being hereby assigned to Landlord, and Tenant hereby waives any right it now has or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease, except that Tenant shall have, nevertheless, the limited right to prove in the Proceedings and to receive any award which may be made for damages to or condemnation of Tenant's movable trade fixtures and equipment, and for Tenant's relocation costs in connection therewith.

Section 14.2 Partial Condemnation/Termination of Lease. If, during the Term of this Lease, or any extension or renewal thereof, less than the entire Demised Premises shall be taken in any such Proceedings, this Lease shall, upon vesting of title in the Proceedings, terminate as to the portion of the Demised Premises so taken, and Tenant may, at its option, terminate this Lease as to the remainder of the Demised Premises. Such termination as to the remainder of the Demised Premises shall be effected by notice in writing given not more than 60 days after the date of vesting of title in such Proceedings, and shall specify a date not more than 60 days after the giving of such notice as the date for such termination. Upon the date specified in such notice, the Term, and all right, title and interest of Tenant hereunder, shall cease and come to an end. If this Lease is terminated as in this Section 14.2 provided, Landlord shall be entitled to and shall receive the total award made in such Proceedings, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord, and Tenant hereby waiving any right Tenant has now or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease except as otherwise provided in Section 14.1 hereof. In the event that Tenant elects not to terminate this Lease as to the remainder of the Demised Premises, the rights and obligations of Landlord and Tenant shall be governed by the provisions of Section 14.3 hereof.

Section 14.3 Partial Condemnation/Continuance of Lease. If a portion of the Demised Premise, shall be taken in such Proceedings, and this Lease is not terminated as in Section 14.2 hereof provided, this Lease shall, upon vesting of title in the Proceedings, terminate as to the parts so taken, and Tenant shall have no claim or interest in the award, damages, consequential damages and compensation, or any part thereof except as otherwise provided in Section 14.1 hereof. Landlord shall be entitled to and shall receive the total award made in such

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Proceedings, Tenant hereby assigning any interest in such award, damages, consequential damages and compensation to Landlord, and Tenant hereby waiving any right Tenant has now or may have under present or future law to receive any separate award of damages for its interest in the Demised Premises, or any portion thereof, or its interest in this Lease except as otherwise provided in Section 14.1 hereof. From and after the date of delivery of possession to the condemning authority pursuant to the Proceedings, a just and proportionate part of the Basic Rent, according to the extent and nature of such taking, shall abate for the remainder of the Term.

Section 14.4 Continuance of Obligations. In the event of any termination of this Lease, or any part thereof, as a result of any such Proceedings, Tenant shall pay to Landlord all Basic Rent and all Additional Rent and other charges payable hereunder with respect to that portion of the Demised Premises so taken in such Proceedings with respect to which this Lease shall have terminated justly apportioned to the date of such termination. From and after the date of vesting of title in such Proceedings, Tenant shall continue to pay the Basic Rent and Additional Rent and other charges payable hereunder, as in this Lease provided, to be paid by Tenant, subject to an abatement of a just and proportionate part of the Basic Rent according to the extent and nature of such taking as provided for in Sections 14.3 and 14.5 hereof in respect to the Demised Premises remaining after such taking.

Section 14.5 Adjustment of Rent. In the event of a partial taking of the Demised Premises under Section 14.3 hereof, or a partial taking of the Demised Premises under Section 14.2 hereof, followed by Tenant's election not to terminate this Lease, the fixed Basic Rent payable hereunder during the period from and after the date of vesting of title in such Proceedings to the termination of this Lease shall be reduced to a sum equal to the product of the Basic Rent provided for herein multiplied by a fraction, the numerator of which is the value of the Demised Premises after such taking, and the denominator of which is the value of the Demised Premises prior to such taking.

Article XV. -- Assignment; Subletting

Section 15.1 Restriction on Transfer. Tenant shall not sublet the Demised Premises, or any portion thereof, nor assign, mortgage, pledge, transfer or otherwise encumber or dispose of this Lease, or any interest therein, or in any manner assign, mortgage, pledge, transfer or otherwise encumber or dispose of its interest or estate in the Demised Premises, or any portion thereof (each of which is herein called a "Transfer"), without obtaining Landlord's prior written consent in each and every instance (which Landlord shall be entitled to withhold in its sole discretion). The foregoing notwithstanding, Landlord hereby agrees that Tenant may enter into a sublease or license agreement with Ourisman Automotives permitting such party to park vehicles in the lower/rear portion of the Demised Premises between the guard rail and the westerly boundary line of the Demised Premises, provided that: (i) as set forth in Section 4.1 above, no vehicles may be parked on any portion of the Adjacent Parcel or on property not owned by Landlord where public parking is not expressly permitted, and Tenant shall indemnify Landlord for any and all fines and damages which may be asserted against Landlord on account of any parking on property other than the Demised Premises; (ii) consistent with the provisions of Section 4.1 above, such area may be used for parking purposes only, and there shall be no vehicle repair, maintenance, servicing, washing or detailing or similar activities conducted within


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such portion of the Demised Premises; and (iii) all of the provisions of this Lease shall apply with respect to such arrangement.

**Article XVI. -- Subordination; Non-Disturbance; Notice to Mortgagee;
Attornment**

Section 16.1 Subordination by Tenant. This Lease and all rights of Tenant therein, and all interest or estate of Tenant in the Demised Premises, or any portion thereof, shall be subject and subordinate to the lien of any mortgage, deed of trust, security instrument or other document of like nature ("Mortgage"), which at anytime (now or hereafter) may have been or may be placed upon the Demised Premises, or any portion thereof or Landlord's interest therein, by Landlord, and to the lien of any replacements, renewals, amendments, modifications, extensions or refinancing thereof, and to each and every advance made under any Mortgage. Tenant agrees at any time hereafter, and from time to time on demand of Landlord, to execute and deliver to Landlord any instruments, releases or other documents that may be reasonably required for the purpose of subjecting and subordinating this Lease such Mortgage. If a Mortgage encumbering the Demised Premises, or any portion thereof or Landlord's interest therein is executed by Landlord, upon Landlord's request, Tenant agrees to execute and deliver to Landlord, within fifteen (15) days after Landlord delivers its request in writing, a subordination, non-disturbance and attornment agreement (or similar instrument) in a form reasonably required by Tenant and, until the execution and delivery of such agreement, this Lease shall not be subordinate to the lien of any such Mortgage.

Section 16.2 Attornment. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any Mortgage, Tenant, at its election, shall attorn to the purchaser at such foreclosure sale, and recognize such purchaser or new landlord as the landlord under this Lease, provided that such purchaser or new landlord shall have expressly assumed the obligations of Landlord under this Lease and, in any event, subject to any right Tenant may have under the provision 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 Lease and the obligations of Tenant hereunder in the event that any such foreclosure proceeding is prosecuted or completed or in the event any ground lease is terminated. Notwithstanding the foregoing, Tenant agrees that the holders of any such mortgages shall have the right to make this Lease superior to the such mortgage, by the filing of subordination statements or otherwise, and Tenant hereby consents to any such filing. Landlord shall not implement any other transfer of Landlord's interest hereunder, unless, upon the written request of Tenant, such transferee shall have expressly assumed the obligations of Landlord under this Lease and, in such event, Tenant and such transferee shall promptly execute and deliver an instrument satisfactory to the parties to evidence such assumption.

Article XVII. -- Signs

Section 17.1 Tenant's Signs. Tenant may install and maintain signs on the exterior of the Building, provided that such sign or signs have been approved by Landlord as to the size, location, design and all other aspects thereof, such approval not to be unreasonably withheld, and such signs do not violate applicable governmental laws, ordinances, rules or regulations. Tenant

may not install any exterior sign until it has obtained all necessary governmental and quasi-governmental approvals therefor, all third party approvals.

Article XVIII. -- Changes and Alterations

Section 18.1 Tenant's Changes and Alterations. Tenant shall not make any changes, alterations, restoration or construction (hereinafter sometimes called "Alterations") to the Building or any other portion of the Premises without Landlord's prior written consent in each instance, which consent may be granted or withheld in Landlord's sole and absolute discretion. In connection with the foregoing:

(a) No Alterations approved by Landlord shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal, state and federal permits and authorizations of the various governmental bodies and departments having jurisdiction thereof.

(b) Before commencement of any Alterations, Tenant must obtain Landlord's prior written approval of detailed plans and specifications and, if the estimated cost of the Alterations exceeds \$50,000, Tenant must furnish to Landlord a surety company performance bond issued by a surety company licensed to do business in the state in which the Demised Premises are located and reasonably acceptable to Landlord in an amount equal to the estimated cost of such work guaranteeing the completion thereof within a reasonable time thereafter or other evidence reasonably acceptable to Landlord of Tenant's ability to complete the proposed Alterations (i) free and clear of all mechanic's liens or other liens, encumbrances, security interests and charges, and (ii) in accordance with the plans and specifications approved by Landlord.

(c) All Alterations done in connection with any change or alteration shall be done in compliance with all building and zoning laws of the place in which the Demised Premises are situated, and with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and in accordance with the orders, rules and regulations of the Board of Fire Underwriters where the Building is located, or any other body exercising similar functions. The cost of any such change or alteration shall be paid in cash so that the Demised Premises, the Property and all portions thereof shall at all times be free of liens for labor and materials supplied to the Demised Premises, the Property or any portion thereof. Tenant shall obtain and maintain, at its sole cost and expense, during the performance of the Alterations, workers' compensation insurance covering all persons employed by Tenant in connection with the Alterations and with respect to which death or injury claims could be asserted against Landlord or Tenant or against the Demised Premises, the Property or any interest therein, and the insurance coverages required by Section 6.1 hereof shall be supplemented with "builder's risk" insurance on a completed value form or other comparable coverage on the Alterations. All such insurance shall be in a company or companies authorized to do business in the state in which the Demised Premises are located and reasonably satisfactory to Landlord, and all such policies of insurance or certificates of insurance shall be delivered to Landlord endorsed "Premium Paid" by the company or agency issuing the same, or with other evidence of payment of the premium reasonably satisfactory to Landlord.

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(d) All Alterations (other than Tenant's movable trade fixtures, equipment and back-up generators) made or installed by Tenant shall immediately, upon completion or installation thereof, become the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord on the expiration of the Term.

(e) No change, alteration, restoration or new construction shall be in or connect the Improvements with any property, building or other improvement located outside the boundaries of the Land, nor shall the same obstruct or interfere with any existing easement.

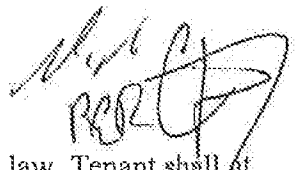
(f) As a condition to granting approval for any Alterations, Landlord may require, by written notice to Tenant, provided such notice is given at or prior to the time of granting such approval, that Tenant agree to remove any such Alterations installed by Tenant in the Demised Premises at Tenant's sole cost and expense, to the extent that the existence of such improvements would increase the cost of demolition from the cost to demolish the existing Improvements.

(g) Tenant shall notify Landlord in writing prior to commencing any Alterations to the Demised Premises which have been approved by Landlord so that Landlord shall have the right to record and post notices of non-responsibility on the Demised Premises.

Article XIX. -- Miscellaneous Provisions

Section 19.1 Entry by Landlord. Tenant shall permit Landlord and authorized representatives of Landlord to enter upon the Demised Premises at all reasonable times during ordinary business hours upon not less than 24 hours prior notice for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, rules, regulations or requirements of any public body, or the Board of Fire Underwriters, or any similar body. Nothing herein contained shall imply any duty upon the part of Landlord to do any such work which, under any provision of this Lease, Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same.

Section 19.2 Exhibition of Demised Premises. Landlord is hereby given the right during usual business hours, upon not less than 24 hours prior notice, at any time during the Term to enter upon the Demised Premises and to exhibit the same for the purpose of mortgaging or selling the same. In addition, Landlord is hereby given the right during usual business hours, upon not less than 24 hours prior notice, during the last ninety (90) days of the Term to enter upon the Demised Premises and to exhibit the same for the purpose of leasing the same. In connection with Landlord's entry upon the Demised Premises pursuant to this Section 19.2, Landlord shall use commercially reasonable efforts to minimize any interference to Tenant's business. During the Term, Landlord shall be entitled to display on the Demised Premises, in such manner as to not unreasonably interfere with Tenant's business, signs indicating that the Demised Premises are for rent or sale and suitably identifying Landlord or its agent. Tenant agrees that such signs may remain unmolested upon the Demised Premises and that Landlord may exhibit the Demised Premises to prospective tenants during such period.



Section 19.3 Indemnification. To the fullest extent allowed by law, Tenant shall at all times indemnify, defend and hold harmless Landlord and Landlord's shareholders, employees and managing agent against and from any and all claims, costs, liabilities, actions and damages (including, without limitation, reasonable attorneys' fees and costs) arising from the conduct or management of the Demised Premises, or from any use or occupancy of the Demised Premises, the Property or work or things whatsoever done in or about the Demised Premises or the Property (except for any acts of Landlord and/or Landlord's shareholders, employees or managing agent), arising from any condition of the Improvements, or arising from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed, pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, its agents, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation occurring during the Term, in or about the Demised Premises, the Property or upon the sidewalk and the land adjacent thereto (except to the extent caused by Landlord and/or Landlord's shareholders, employees or managing agent), and from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to defend such action or proceeding by counsel reasonably satisfactory to Landlord. Tenant's obligations under this Section 19.3 shall be insured by contractual liability coverage under Tenant's policies of insurance required under the provisions of Section 6.2 hereof.

Section 19.4 Notices. All notices, demands, submissions, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if delivered by (i) hand, (ii) overnight delivery service, next business day delivery specified with signature required or (iii) registered or certified United States mail, postage prepaid, return receipt requested, and:

If directed to Tenant <i>prior</i> to the Commencement Date, addressed to:	Classic Motors of Washington, D.C., LLC 11605 Old Georgetown Road North Bethesda, MD 20852. Attn: Robert S. Peacock, President/Managing Member
If directed to Tenant <i>after</i> the Commencement Date, addressed to:	Classic Motors of Washington, D.C., LLC 4800 Wisconsin Avenue Washington, D.C. <u>20016</u> Attn: Robert S. Peacock, President/Managing Member
If directed to the Landlord, addressed to:	c/o Georgetown Day School 4200 Davenport Street, NW Washington, DC 20016 Attn: Rahel Rosner

With a copy to:

Goulston & Storrs P.C.
1999 K Street, NW, Suite 500
Washington, DC 20006
Attn: Timothy H. Watkins, Esq.

Handwritten:
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or at such other place as either party may from time to time designate by written notice to the other party. Notices, demands and requests which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time delivery is made or rejected.

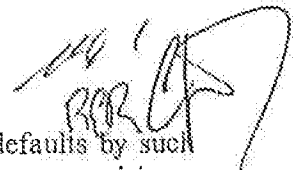
Section 19.5 Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Basic Rent and Additional Rent, and upon observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Demised Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming by, through or under Landlord.

Section 19.6 Landlord's Continuing Obligations. The term "Landlord," as used in this Lease so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Property (or if the Property is subject to a ground lease, then the ground lessor under such ground lease), and in the event of any transfer or transfers or conveyance, the then grantor shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed, but only to the extent such covenants or obligations are expressly assumed or deemed assumed pursuant to the terms of this Lease and provided that any funds in the hands of such landlord or the then grantor at the time of such transfer, in which Tenant has an interest, may be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provision of this Lease shall be paid to Tenant. The covenants and obligations contained in this Lease on the part of Landlord shall, subject to the aforesaid, be binding on Landlord's successors and assigns, during and in respect of their respective successive periods of ownership of the Property (or period that they are a ground tenant under a ground lease of the Property).

Section 19.7 Estoppel. Landlord and Tenant shall, each without charge at any time and from time to time, within thirty (30) days after written request by the other party, certify by written instrument, duly executed, acknowledged and delivered to any mortgagee, assignee of a mortgagee, proposed mortgagee, or to any purchaser or proposed purchaser, or to any other person dealing with Landlord, Tenant or the Demised Premises:

(a) That this Lease (and all guaranties, if any) is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect, as modified, and stating the modifications);

(b) The dates to which the Basic Rent or Additional Rent have been paid in advance;


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(c) Whether or not there are then existing any breaches or defaults by such party or the other party known by such party under any of the covenants, conditions, provisions, terms or agreements of this Lease, and specifying such breach or default, if any, or any setoffs or defenses against the enforcement of any covenant, condition, provision, term or agreement of this Lease (or of any guaranties) upon the part of Landlord or Tenant (or any guarantor), as the case may be, to be performed or complied with (and, if so, specifying the same and the steps being taken to remedy the same); and

(d) Such other statements or certificates as Landlord or any mortgagee may reasonably request.

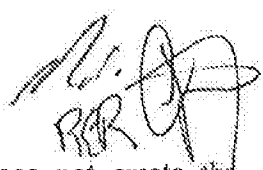
It is the intention of the parties hereto that any statement delivered pursuant to this Section 19.7 may be relied upon by any of such parties dealing with Landlord, Tenant or the Demised Premises. If Landlord or Tenant does not deliver such statement to the other within such 20-day period, any prospective party dealing with the Demised Premises or the Building, may conclusively presume and rely upon the following facts, provided that the party having requested the statement shall have furnished to the other party a copy of its statement: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by the certifying party; (ii) that this Lease has not been cancelled or terminated and is in full force and effect, except as otherwise represented by the certifying party; (iii) that the current amounts of the Basic Rent is as represented by the certifying party; (iv) that there have been no subleases or assignments of the Lease; (v) that not more than one month's Basic Rent or other charges have been paid in advance; and (vi) that the certifying party is not in default under the Lease. In such event, the other party shall be estopped from denying the truth of such facts.

Section 19.8 Memorandum of Lease. This Lease shall not be recorded without Landlord's prior written consent. In addition, a memorandum of Lease shall not be recorded by Tenant without Landlord's prior consent. If a Memorandum of Lease is recorded by either party hereto, such party will bear the full cost of any transfer, documentary stamp or other tax, and any recording fee, assessed in connection with such recordation.

Section 19.9 Severability. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

Section 19.10 Successors and Assigns. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord and its successors and assigns and Tenant and its permitted successors and assigns, subject to the prohibition upon assignment and subletting by Tenant set forth in this Lease.

Section 19.11 Captions and Capitalized Terms. The caption of each article of this Lease is for convenience and reference only, and in no way defines, limits or describes the scope or intent of such article or of this Lease. Capitalized terms used in this Lease and not otherwise defined shall have the meanings provided in the Purchase Agreement.


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Section 19.12 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

Section 19.13 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease, together with the Exhibits attached hereto, contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

Section 19.14 No Merger. There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Demised Premises by reason of the fact that the same person, firm, corporation or other entity may acquire, hold or own directly or indirectly, (a) this Lease or the leasehold interest created by this Lease or any interest therein, and (b) any such other estate or interest in the Demised Premises, or any portion thereof. No such merger shall occur unless and until all persons, firms, corporations or other entities having an interest (including a security interest) in (1) this Lease or the leasehold estate created thereby, and (2) any such other estate or interest in the Demised Premises, or any portion thereof, shall join in a written instrument expressly effecting such merger and shall duly record the same.

Section 19.15 Possession and Use. Tenant acknowledges that the Demised Premises are the property of Landlord and that Tenant has only the right to possession and use thereof upon the covenants, conditions, provisions, terms and agreements set forth in this Lease.

Section 19.16 No Surrender During Lease Term. Except as provided in this Lease, no surrender to Landlord of this Lease or of the Demised Premises, or any portion thereof, or any interest therein, prior to the expiration or earlier termination of the Term shall be valid or effective unless agreed to and accepted in writing by Landlord.

Section 19.17 Surrender of Demised Premises. At the expiration of the Term, Tenant shall surrender the Demised Premises in a condition that is in compliance with all applicable laws and in the condition set forth in Section 9.10, reasonable wear and tear excepted, and shall surrender all keys to the Demised Premises to Landlord at the place then fixed for the payment of Basic Rent and shall inform Landlord of all combinations on locks, safes and vaults, if any. Tenant shall at such time remove all of its property therefrom and all alterations and improvements placed thereon by Tenant to the extent required under Section 18.1 hereof. Any and all such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant. All property of Tenant not removed within thirty (30) days after the last day of the Term shall be deemed abandoned. Tenant hereby appoints Landlord its agent to remove all property of Tenant from the Demised Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant and Landlord shall not be liable for damage, theft, misappropriation or loss thereof and Landlord shall not be liable in any manner in respect thereto. Tenant shall pay all costs and expenses of such removal, transportation and storage. Tenant shall reimburse Landlord upon demand for any

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expenses incurred by Landlord with respect to removal or storage of abandoned property and with respect to restoring such Demised Premises to the condition set forth in Section 9.10 hereof.

Section 19.18 Holding Over. In the event Tenant remains in possession of the Demised Premises after expiration of this Lease, and without the execution of a new lease, it shall be deemed to be occupying the Demised Premises as a tenant from month to month, subject to all the provisions, conditions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that the Basic Rent shall be escalated to one hundred fifty percent (150%) of the then current Basic Rent for the Demised Premises.

Section 19.19 Landlord Approvals. Any approval by Landlord or Landlord's architects and/or engineers of any of Tenant's drawings, plans and specifications which are prepared in connection with any construction of improvements respecting the Demised Premises shall not in any way be construed or operate to bind Landlord or to constitute a representation or warranty of Landlord as to the adequacy or sufficiency of such drawings, plans and specifications, or the improvements to which they relate, for any reason, purpose or condition, but such approval shall merely be the consent of Landlord, as may be required hereunder, in connection with Tenant's construction of improvements relating to the Demised Premises in accordance with such drawings, plans and specifications.

Section 19.20 Intentionally Omitted.

Section 19.21 Attorneys' Fees. In the event of a breach of this Lease by either party, the breaching party shall pay to the non-breaching party, upon request by the non-breaching party, all costs and damages incurred by the non-breaching party in connection with such breach, including, but not limited to, reasonable attorneys' fees and expenses and court costs.

Section 19.22 Landlord's Limited Liability. Tenant agrees to look solely to Landlord's interest in the Demised Premises for recovery of any judgment from Landlord, it being agreed that Landlord (and if Landlord is a partnership, its partners, whether general or limited, and if Landlord is a corporation, its directors, officers or shareholders, and if Landlord is a limited liability company, its members) shall never be personally liable for any personal judgment or deficiency decree or judgment against it.

Section 19.23 Broker. Landlord and Tenant each represents that, except for Blake Dickson Real Estate (who shall be paid by Landlord pursuant to separate written agreement), it has not dealt with any broker, salesman, finder or agent in connection with this Lease and that no broker has negotiated or participated in negotiations of this Lease or is entitled to any commission in connection therewith. Each party shall indemnify and hold harmless the other from and against any and all commissions, fees and expenses and all claims therefor by any broker, salesman, finder, agent or other party in connection with or arising out of the indemnifying party's action in entering into this Lease.

Section 19.24 Governing Law. This Lease shall be governed by the laws of the District of Columbia. All covenants, conditions and agreements of Tenant arising hereunder shall be performable in the District of Columbia. Any suit arising from or relating to this Lease

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shall be brought in the District of Columbia, and the parties hereto waive the right to be sued elsewhere.

Section 19.25 Joint and Several Liability. All parties signing this Lease as Landlord or Tenant shall be jointly and severally liable for all obligations of such party.

Section 19.26 Title and Zoning. During the Term Tenant shall not take any actions which could cause an adverse change in the state of title to the Demised Premises and/or in the zoning classification or zoning entitlements applicable to the Demised Premises.

Section 19.27 Cooperation. During the Term, Tenant shall provide reasonable cooperation to Landlord and its agents, representatives and consultants, without cost or expense to Tenant, in connection with any requests or applications for, and the processing and obtaining of, such consents, waivers, variances, exemptions, permits and approvals required or necessary in connection with or in preparation for Landlord's redevelopment of the Property after the end of the Term, including without limitation any and all changes to or modifications of the current zoning classification or land use rights and restrictions currently in effect with respect to the Property, all site plan, subdivision, development and construction plans, approval of all utility proposals and easements or other agreements necessary to provide required utilities to the Property, and the granting and issuance by the governmental or quasi-governmental agency of all grading, sheeting, shoring and building permits, licenses and similar approvals, to the extent that, in each such case, Tenant's participation is necessary in order to implement any of the foregoing actions. To the extent Tenant incurs any cost (including without limitation, reasonable attorneys' fees and expenses) in connection with such cooperation, Landlord shall reimburse Tenant for all such amounts within ten (10) days of Tenant's submission to Landlord of evidence regarding such costs and expenses.

Section 19.28 Guaranty of Lease. As a material inducement to Landlord entering into this Lease, Tenant's majority owners, Robert S. Peacock, The Robert S. Peacock Irrevocable Trust and Cesare F. Santangelo, M.D., are concurrently herewith executing the Guaranty of Lease in the form of Exhibit C attached hereto and incorporated herein by reference.

Section 19.29 WAIVER OF JURY TRIAL.

LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT.

LANDLORD AND TENANT ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND

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VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES. TENANT ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO HAVE THIS LEASE REVIEWED BY ITS LEGAL COUNSEL PRIOR TO ITS EXECUTION. PREPARATION OF THIS LEASE BY LANDLORD OR LANDLORD'S AGENT AND SUBMISSION OF SAME TO TENANT SHALL NOT BE DEEMED AN OFFER BY LANDLORD TO LEASE THE PREMISES TO TENANT OR THE GRANT OF AN OPTION TO TENANT TO LEASE THE PREMISES. THIS LEASE SHALL BECOME BINDING UPON LANDLORD AND TENANT ONLY WHEN FULLY EXECUTED BY BOTH PARTIES AND WHEN LANDLORD HAS DELIVERED A FULLY EXECUTED ORIGINAL OF THIS LEASE TO TENANT.

[signatures on following page]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be duly executed as of the day and year first above written.

LANDLORD:

4800 WISCONSIN AVENUE LLC,
a Delaware limited liability company

By: Rachel Rosner
Name: Rachel Rosner
Title: DFO

TENANT:

CLASSIC MOTORS OF WASHINGTON, D.C.,
LLC, a District of Columbia limited liability
company

By: Robert S. Peacock
Robert S. Peacock, President/Managing
Member

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RSP [Signature]

EXHIBIT A

Legal Description

All that certain lot or parcel of land together with all improvements thereon located and being in the City of Washington in the District of Columbia, and being more particularly described as follows:

Parcel One:

Lot numbered Twenty (20) in Square numbered Seventeen Hundred Thirty-three (1733) in the subdivision made by Imperial Investment Co., as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber 164 at folio 4.

Parcel Two:

Lot numbered Six (6) in Block numbered Three (3) in John M. Barry's subdivision of part of "Friendship" and "Mount Airy", as per plat recorded in the Office of the Surveyor for the District of Columbia in Liber County 8 at folio 123.

NOTE: At the date hereof the above described property is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lots numbered Eight Hundred Seventeen (817) and Eight Hundred Eighteen (818) in Square 1733 numbered Seventeen Hundred Thirty-three (1733).

Parcel Three:

Part of a tract of land known as "Friendship", described as follows:

BEGINNING for the same at the intersection of the Southerly line of the land conveyed to Samuel O. Wendall by Deed recorded in Liber 1143 at folio 377 of the Land Records of the District of Columbia with the Westerly line of Wisconsin Avenue, as widened by proceedings in District Court Cause No. 1263 in the Supreme Court of the District of Columbia, and shown on plat recorded in Liber 63 at folio 8 of the Records of the Office of the Surveyor for the District of Columbia, and running thence along said Westerly line of Wisconsin Avenue, the two following courses and distances: (1) North 20 degrees 31 minutes 40 seconds West, 53.23 feet, (2) North 22 degrees 06 minutes West, 21.15 feet to the Southerly line of the land conveyed to George Walker by Deed recorded in Liber 2493 at folio 380 of said Land Records; thence with said Walker's Southerly line, South 62 degrees 41 minutes West, 125.48 feet to the Easterly line of 42nd Street, as condemned and taken by proceedings in District Court Cause No. 2566 in the District Court of the United States for the District of Columbia, and shown on plat recorded in Liber 113 at folio 15 in said Surveyor's Office Records; thence with said Easterly line of 42nd Street, South 0 degrees 01 minutes East, 92.09 feet to the Southerly line of the land conveyed to Samuel O. Wendall as aforesaid; thence with said Southerly line, North 59 degrees 51 minutes East, 159.70 feet to the place of beginning.

NOTE: At the date hereof the above described property is designated on the Records of the Assessor for the District of Columbia for assessment and taxation purposes as Lot numbered Eight Hundred Thirty-nine (839) in Square numbered Seventeen Hundred Thirty-three (1733).


LESS AND EXCEPT, and specifically excluding, the property depicted as the "Adjacent Parcel" on Exhibit B attached hereto.

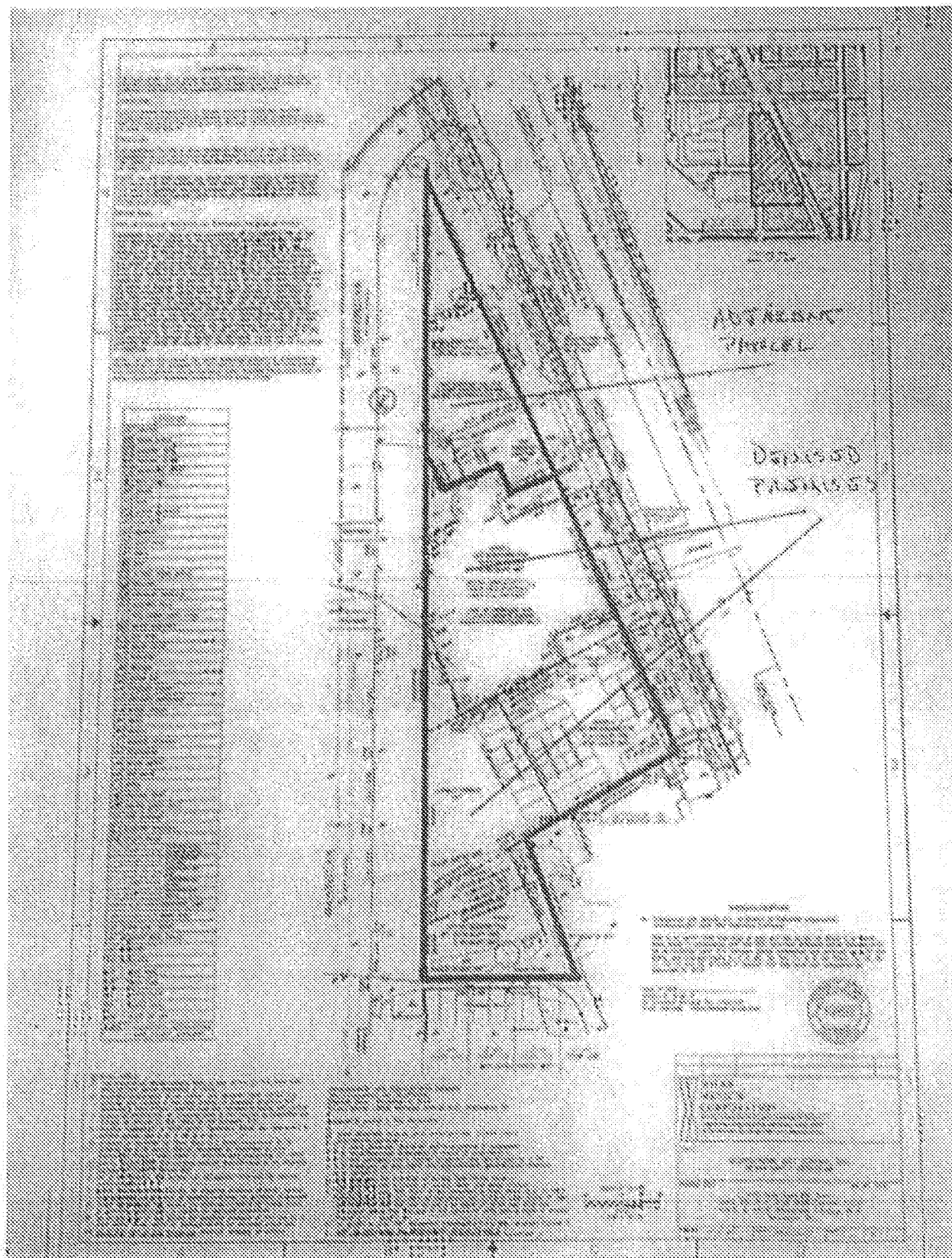
REC 157

EXHIBIT B

PLAN DEPICTING LAND, IMPROVEMENTS AND ADJACENT PARCEL

[attached hereto]

See REC 



RER

A handwritten signature in black ink, appearing to be 'C. F. A.' or similar, written in a cursive style.

RCR


EXHIBIT C

Form of Guaranty of Lease

[attached hereto]

M
RER CF

GUARANTY

THIS GUARANTY is made as of Feb. 15th, 2016 by (i) (a) ROBERT S. PEACOCK, having an address of 6161 31ST Place, N.W., Washington, D.C. 20015 ("Peacock"), (ii) THE ROBERT S. PEACOCK IRREVOCABLE TRUST, established under Trust Agreement dated November 1, 2011, having an address of 6161 31ST Place, N.W., Washington, D.C. 20015 (the "Trust"), and (iii) CESARE F. SANTANGELO, M.D., having an address of 4751 Reservoir Road, Washington, D.C. 20007 ("Santangelo") (Peacock, the Trust and Santangelo being collectively referred to herein as "Guarantor"), to and for the benefit of (ii) 4800 WISCONSIN AVENUE LLC, a Delaware limited liability company ("Landlord") having an address at c/o Georgetown Day School, 4200 Davenport Street, N.W., Washington, D.C., 20016, Attn: Rahel Rosner.

RECITALS:

A. Landlord has leased to Classic Motors, Inc., a Delaware corporation ("Tenant") certain space (the "Premises") located in an office building owned by Landlord having a street address of 4800 Wisconsin Avenue, Washington, D.C., pursuant to that certain Lease by and between Landlord and Tenant dated of even date herewith (the "Lease").

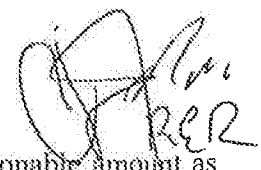
B. Each party comprising Guarantor has a material direct or indirect ownership interest in Tenant and, as such, each party comprising Guarantor is materially benefited by the Lease.

C. The undertaking by Guarantor to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Lease, and, except for this Guaranty, Landlord would not enter into the Lease with Tenant.

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor agrees with Landlord as follows:

1. Guarantor hereby agrees to be liable for any and all sums payable under the Lease by Tenant and for the full performance and observance of each and every covenant and agreement of Tenant contained in the Lease (including all exhibits thereto) to the same extent as if Guarantor was the tenant under the Lease and had executed and delivered the Lease (including all exhibits attached hereto). Guarantor unconditionally and irrevocably guarantees that all sums stated in the Lease to be payable by Tenant will be promptly paid in full when due in accordance with the Lease and that Tenant will perform and observe each and every covenant and agreement in the Lease required to be performed and observed by Tenant. This Guaranty is irrevocable, unconditional and absolute, and if for any reason any such sums shall not be paid promptly when due, Guarantor will, promptly after notice thereof and within the time period set forth in the Lease for the making of payment of any such sums, pay the same to the person entitled thereto pursuant to the Lease regardless of (a) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person to collect such sum or any part thereof, (b) the termination of the Lease as a result of the default of Tenant thereunder, or (c) any other condition or contingency which would not exonerate Guarantor from liability under the Lease if it were the




Handwritten initials: RER

tenant thereunder. Guarantor also agrees to pay to Landlord such further reasonable amount as shall be sufficient to cover the actual and reasonable cost and expense of collecting such sums or any part thereof or of otherwise enforcing this Guaranty, including, without limitation, reasonable attorneys' fees.

2. The obligations, covenants and agreements of Guarantor under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following, although without notice to or the further consent of Guarantor:

(i) the waiver by Landlord of the performance or observance by Tenant Guarantor or any other party of any of the agreements, covenants or conditions contained in the Lease or this Guaranty;

(ii) the extension, in whole or in part, of the time for payment by Tenant or Guarantor of any sums owing or payable under the Lease or this Guaranty, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty, or the renewal of the Lease or this Guaranty;

(iii) any assignment of the Lease or subletting of the Premises or any part thereof;

(iv) the modification or amendment (whether material or otherwise) of any of the obligations of Tenant under the Lease or Guarantor under this Guaranty;

(v) the doing or the omission of any of the acts referred to in the Lease or this Guaranty (including, without limitation, the giving of any consent referred to therein);

(vi) any failure, omission or delay on the part of Landlord to enforce, assert to exercise any right, power or remedy conferred on or available to Landlord in or by the Lease or this Guaranty, or any action on the part of Landlord granting indulgence or extension in any form whatsoever;

(vii) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangements, composition or readjustment of, or other similar proceeding affecting Tenant or Guarantor or any of its or their assets;

(viii) the release of Tenant or Guarantor from the performance or observance of any of the agreements, covenants, terms or conditions contained in the Lease or this Guaranty by operation of law; or

(ix) the assignment of the Lease by Landlord to any successor landlord, in which event this Guaranty shall inure to the benefit of any such successor landlord.

MR
RR
AF

3. 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, and does hereby (without the necessity of any further agreement or act) assume all obligations and liabilities of Tenant under the Lease to the same extent as if (a) Guarantor was originally named Tenant under the Lease, and (b) 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

4. Notice of acceptance of this Guaranty and notice of any obligations or liabilities contracted or incurred by Tenant are hereby waived by Guarantor.

5. This Guaranty shall be construed in accordance with the internal laws of the District of Columbia.

6. This Guaranty may not be modified or amended except by a written agreement duly executed by Guarantor and Landlord.

7. Guarantor's liability hereunder shall be primary and not secondary, and shall be joint and several with that of Tenant. Landlord may proceed against Guarantor under this Guaranty without initiating or exhausting its remedy or remedies against Tenant, and may proceed against Tenant and/or Guarantor separately or concurrently.

8. Guarantor waives any claim, right or remedy which Guarantor may now have or hereafter acquire against Tenant that arises hereunder and/or from the performance by Guarantor hereunder including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification, or participation in any claim, right or remedy of Landlord against Tenant or any security which Landlord now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

9. Guarantor waives (a) any right to require Landlord to proceed against Tenant to obtain payment; (b) any right to require Landlord to proceed against or exhaust any security held from Tenant; (c) any right to require Landlord to pursue any other remedy in Landlord's power; (d) presentment, demand, notice of dishonor and protest; (e) any defense arising by reason of any disability or by reason of the cessation of the liability of Tenant for any reason other than payment and performance in full; (f) any benefit of and any right to participate in any security held by Landlord now or in the future; (g) any defense based upon diligence in collection of or realization upon sums due under the Lease; (h) any defense arising by reason of any disability, incapacity, lack of authority or death of any other person or the failure of Landlord to file or enforce a claim against the estate (in administration, bankruptcy, or any other proceeding) of any other person; and (i) any defense based upon an election of remedies based upon any notice or demand of any kind that may be required to be given by any statute or rule of law, or by any of the agreements between Tenant and Landlord.

10. Within ten (10) business days after Landlord's written request to Guarantor, delivered no more than once per calendar year, and at any other time that Tenant is in default under the Lease or Landlord is pursuing a sale or refinancing transaction, Guarantor shall

execute and deliver to Landlord a statement in writing setting forth any amendments to this Guaranty and stating whether or not this Guaranty is in full force and effect and specifying what reasons or defenses, if any, support any claim that this Guaranty is not in full force and effect.

11. Any notice which Landlord may elect to send to Guarantor shall be binding upon Guarantor if mailed to them at the address set forth above or such other address as Guarantor may, in writing, make known to Landlord, by United States Certified or Registered Mail, Return Receipt Requested.

12. This Guaranty shall be binding upon, and insure to the benefit of, the parties hereto and their respective successors and assigns.

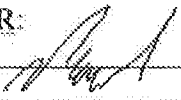
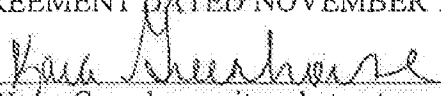
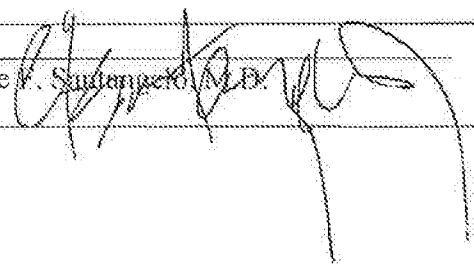
13. Each party comprising Guarantor shall be jointly and severally liable for all of the obligations of Guarantor hereunder; provided, however, that the obligations of Santangelo hereunder shall be limited to (i) One Hundred Thousand and No/100 Dollars (\$100,000.00) plus (ii) all legal fees and court costs incurred by Landlord in pursuing its rights under this Guaranty against Santangelo.

14. This Guaranty may be executed in two (2) counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed under seal as of the date first above written.

WITNESS:

GUARANTOR:

	 Robert S. Peacock
	THE ROBERT S. PEACOCK IRREVOCABLE TRUST UNDER TRUST AGREEMENT DATED NOVEMBER 1, 2011 By:  Kara Greenhouse, its sole trustee
	 Cesare F. Santangelo, M.D.

December 15, 2017

***VIA CERTIFIED MAIL AND
VIA HAND DELIVERY***

Classic Motors of Washington, D.C., LLC
4800 Wisconsin Avenue
Washington, D.C. 20016
Attn: Estate of Robert S. Peacock
Attn: Michael Kaufman

***Re: Notice of default under Lease Agreement dated as of February 15, 2016 (the
"Lease"), between 4800 Wisconsin Avenue, LLC ("Landlord") and Classic
Motors of Washington, D.C., LLC (Tenant")***

Ladies and Gentlemen:

This firm represents the Landlord under the Lease. All terms not defined herein shall have the meanings as specified in the Lease.

Tenant is hereby officially notified that, as of the date hereof, Tenant has not timely paid to Landlord the Basic Rent due for the months of September, October, November and December, 2016, in the amount of \$10,815.00 for each of such months. The total amount of Basic Rent that is currently past due is \$43,260.00. In connection with the foregoing, we note that, pursuant to the provisions of Section 3.1 of the Lease, the Basic Rent for each calendar month is due, in advance, on the first day of such calendar month.

Please be advised that, pursuant to the provisions of Section 12.1(b) of the Lease, Tenant's failure to pay any Rent (which includes Minimum Rent and Additional Rent) within five (5) business days after written notice that the same is due and owing constitutes an Event of Default. In such event, Landlord will be entitled to immediately exercise such rights and remedies as may be available to Landlord under the Lease, at law or in equity on account of such Event of Default.

In addition to Tenant's failure to pay Basic Rent when due, Landlord hereby advises Tenant that Tenant is also in breach of the terms and conditions set forth in the Lease on account of the following matters:

1. Pursuant to the provisions of Section 15.1 of the Lease, Tenant may not sublease or transfer any part of the Demised Premises to any party without Landlord's consent, which Landlord may withhold in its sole discretion. We note that the Lease permits Tenant to enter into an agreement permitting Ourisman Automotive to park vehicles on a portion of the Demised Premises. Landlord has been advised that Tenant has entered into various subleases, license agreements or other agreements permitting third parties other than Ourisman (including specifically Gibson Builders and the Embassy of Spain) to use and occupy portions of the Demised Premises for various purposes. Any and all of such arrangements have been made without Landlord's consent (which consent is not granted), and constitute a breach of the Lease by Tenant.
2. Articles V and VII of the Lease require Tenant to pay, as Additional Rent, all water and sewer charges and all utility charges pertaining to the Demised Premises. We understand that Tenant has failed to timely make payments due on account of electricity, and that one of the unauthorized subtenants has made one or more of such payments on Tenant's behalf to avoid a termination of service. Further, Landlord has been advised, pursuant to the notice attached hereto, that Tenant has failed to timely make payments due to PEPCO and the Washington Sanitary Sewer Commission (WSSC), and such failure may result in a lien being placed on the Building. Demand here is hereby made for Tenant to immediately make all payments due to PEPCO, WSSC and all other utility providers, and to pay any and all fines, penalties and late fees arising from such late payment. Please provide us with evidence that all such payments have been made within five (5) business days' following the date hereof.

Please be advised that, pursuant to Section 12.2 of the Lease, in the event of any breach of the Lease, the breaching party shall reimburse the non-breaching party for its reasonable attorneys' fees. As of the date hereof, Landlord has incurred \$2,700 in legal fees on account of Tenant's default, and Landlord hereby makes demand upon Tenant for immediate payment of the same. To the extent Tenant does not promptly pay and otherwise cure all of the breaches enumerated in this demand letter, then Tenant will also be responsible all additional legal costs and related expenses incurred by Landlord in pursuing its rights under the Lease.

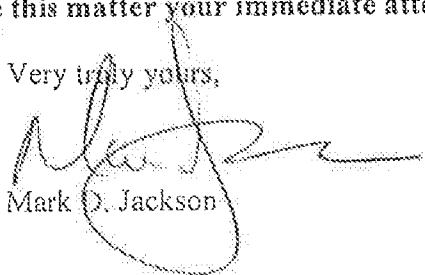
Please also be advised that, pursuant to the provisions of Section 3.4 of the Lease, any Rent which is not paid within 10 days after notice that the same is past due shall bear interest at the rate which is four (4) percentage points in excess of the "prime rate" published in the Wall Street Journal). You may avoid this charge by paying all amounts due promptly upon your receipt of this letter.

Nothing herein shall constitute a waiver of any of Landlord's rights or remedies, under the Lease or otherwise (including but not limited to Landlord's right to exercise remedies on account of the breaches enumerated in this letter and/or Landlord's right to exercise remedies on account of any breaches which are not enumerated in this letter), all of which are hereby expressly reserved.

The obligations of Tenant under the Lease have been personally guaranteed by Robert S. Peacock, the Robert S. Peacock Irrevocable Trust and Cesare F. Santangelo, M.D. (each, a "Guarantor", and collectively, the "Guarantors") pursuant to that certain Guaranty from Guarantors to Landlord dated February 16, 2016. Demand for payment is being made upon each of the Guarantors (and, with respect to Robert S. Peacock, upon the Estate of Robert S. Peacock) pursuant to this letter and pursuant to separate demand letters dated as of the date hereof.

This letter shall constitute official notice of Tenant's failure to timely comply with its obligations under the Lease. Please give this matter your immediate attention.

Very truly yours,


Mark D. Jackson

cc: Estate of Robert S. Peacock (via US Certified Mail and via Hand Delivery)
The Robert S. Peacock Irrevocable Trust (via US Certified Mail and via Hand Delivery)
Cesare F. Santangelo, M.D. (via US Certified Mail and via Hand Delivery)
Leonard Freiman, Esq. (via electronic mail)
Mr. Jeffrey Hauser



An Exelon Company

CLASSIC MOTOR OF WASHINGTON DC LLC
4800 WISCONSIN AVE NW
WASHINGTON DC 20016

Date of Notice: 10/30/2017
Account No: 5000 5045 880
Bill Issue Date: Oct 30, 2017

Service Period: Aug 08, 2017 to Sep 08, 2017
Service Address: 4800 WISCONSIN AVE NW
WASHINGTON DC 20016

NOTICE OF INTENT TO DISCONNECT ELECTRIC SERVICE

Dear CLASSIC MOTOR OF WASHINGTON DC LLC:

Our records show that you haven't been making the payments you agreed to on your account; if we don't hear from you soon we'll have to disconnect your electric service on or after November 14, 2017. You'll need to pay the full amount of 2,006.11 by November 13, 2017 to avoid having your electric disconnected. If your electricity is disconnected you'll need to pay the entire balance plus a reconnection fee of \$35.00, we may request a deposit of up to two twelfths of your annual usage from you, and we'll also have to cancel your payment arrangement.

AMOUNT DUE NOW \$2,006.11

We accept major credit cards and electronic checks by phone, or you can pay in person by check, money order, or cash at one of more than 200 ACE and Global Express service centers across the Washington metropolitan area (they charge a fee for their services). We're here to help, so please call us at 202-833-7500 today (we're open Monday through Friday, 7 am to 8 pm).

Si usted necesita esta información en español, llame al departamento de atención al cliente, lunes a viernes de las 7 am a las 8 pm a 202-872-4641, y pida hablar con un representante en español.

SEE THE BACK OF THIS NOTICE FOR PAYMENT LOCATIONS AND OTHER IMPORTANT CONTACT INFORMATION

Page 1 of 2

Please tear on the dotted line below.

Return this coupon with your payment
made payable to Pepco

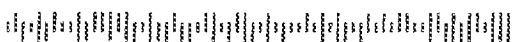
DO NOT SEND CASH BY MAIL

Account number 5000 5045 880

Amount Past Due \$2,006.11

1003185 03 00 01400 114000 05 0 4256 2016-001300 4003 001300 11

4DN00430



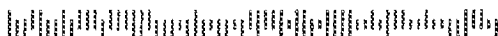
CLASSIC MOTOR OF WASHINGTON DC LLC
4800 WISCONSIN AVENUE NW
WASHINGTON DC 20016-4612



Amount
Paid:

\$ 0000.00

PO BOX 13608
PHILADELPHIA PA 19101



70000150005045880000000000200611000000000000000000000000000019

KEEP THIS PART FOR YOUR RECORDS
IMPORTANT CUSTOMER INFORMATION

CUSTOMER SERVICE

For customer or bill inquiries, visit one of our customer service centers, Monday through Friday, (*except holidays) as listed below, or call us at (202) 833-7500. If calling from Brandywine, Pottsville, or Damascus use our toll-free number, 1-800-434-8028. Telephones are staffed between the hours of 7 a.m. to 8 p.m. for customer service inquiries. Written inquiries should be directed to: PEPCO, Correspondence Section, 701 Ninth Street, N.W., Washington, DC 20008-0001. Information regarding rate schedules and how to verify the accuracy of your bill will be mailed upon request. Any inquiry or complaint about your bill should be made prior to the due date, in order to avoid late charges. Please let us know three days in advance if you plan on moving, otherwise we will hold you responsible for service until we are notified.

<u>Customer Information</u>	<u>Numbers</u>	<u>Hours</u>
Customer Care	202-833-7500	7 a.m. to 8 p.m.
Hearing Impaired (TTY)	202-872-2388	7 a.m. to 8 p.m.
Atención al Cliente	202-872-4641	7 a.m. to 8 p.m.

PAYMENTS

Payments can be mailed to PEPCO, P.O. Box 13608, Philadelphia, PA 19101-3608, or payments can be made in person through one of our service centers listed below. Please allow sufficient time for mail delivery. Payments received after the due date will be assessed a late payment charge. Repeated late payments may have an adverse effect on your credit rating with this company and could result in the requirement for the posting of a deposit. It is your responsibility to notify us if you are unable to pay for services. In the event it becomes necessary to disconnect your electric service for non-payment, you will be required to pay all amounts owed, a reconnection fee and meet deposit requirements. Service will be restored normally within 24 hours.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

It is your responsibility to notify the Company by calling (202) 833-7500 before your service is disconnected if anyone at the premises is elderly, disabled or seriously ill. Special procedures apply when these conditions exist.

Residential disconnection may be postponed up to 21 days if (i) written notification is provided to Pepco from a physician or public health official that states that disconnection would be detrimental to the health and safety of an occupant of the premises and (ii) the customer enters into a deferred payment agreement for past due balances. The postponement may be extended for one additional period of not more than 21 days by renewal of the notification.

We have three payment plans under which you may be eligible to participate: the Average Payment Plan allows you to budget a fixed monthly payment; the Time Payment Arrangement Plan can help you eliminate existing balances; or an Extended Payment Date Plan can help you keep your bills current. Please call (202) 833-7500 for further information regarding these payment plans.

If you do not agree with the amount owed, you have the right to dispute the bill by notifying Pepco at the phone number or address provided above. You also have the right to file a complaint with the Public Service Commission of the District of Columbia at 1325 G Street, NW, Suite 800, Washington, DC 20005, by phone at (202) 526-5100, or on their website at www.dcpsc.org.

Legal representation and assistance by the Office of the People's Counsel may be available to you. To inquire about the availability of legal representation and assistance by the Office of the People's Counsel, please call (202) 727-3071, or contact the Office of People's Counsel at 1133 15th Street N.W., Suite 500, Washington, DC 20005.

Page 2 of 2

☐ Check here to enroll in the Direct Debit plan. Sign and date here _____

By signing here, you authorize Pepco to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Pepco. You understand that Pepco does not charge for this service, but that your bank may have charges for this service.

Customer Service Centers

<u>Washington DC</u>		<u>Maryland</u>	
701 Ninth St NW	(Mon - Fri) 8:30am - 5:15pm	201 West Gude Dr, Rockville	(Mon - Fri) 10:00am - 2:00pm
2300 Martin Luther King Jr Ave SE	(Mon - Fri) 9:00am - 5:00pm	8500 Old Marlboro Pk, Forestville	(Mon, Wed, Fri) 10:00am - 2:00pm

Any inquiry or complaint about this bill should be made prior to the due date, in order to avoid late charges.

Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



Service Address
4780 WISCONSIN AVE NW
WASHINGTON, DC 20016

Account Number 0216856-5
Square/Suffix/Lot 1733/ 10839
Impervious Surface Square Footage 10900

Customer Service / Servicio Al Cliente: (202) 354-3600
Emergencies / Emergencia: (202) 612-3400

Bill Summary

Billing Date	10/26/17
Previous Balance	\$5,173.50
Payments as of 10/25/17	\$0.00
Late Fees From Prior Balance	\$45.34
Outstanding Amount Due	\$5,218.84
Total Current Bill	\$303.56
Total Amount Due - Please Pay by 11/20/17	\$5,522.40

Meter Number	Prior Read Date	Current Read Date	Number Of Days	Prior Read	Current Read	Usage (CCF)	Usage (Gallons)	Read Type
			29					

SERVICE PERIOD FROM 09/27/17 TO 10/26/17		IMPORTANT MESSAGES	
CURRENT WATER AND SEWER CHARGES - COMMERCIAL		<p>On July 17, DC Water launched a new customer portal. Customers who had been registered through My DC Water need to re-register if they haven't already done so. Visit dcwater.com/customer for important information.</p> <p>Qualified residential customers who pay a water bill may be eligible for a discount on their water and sewer bill. Please call the Department of Energy & Environment at 311 to see if you qualify.</p> <p>Your balance forward is past due. Your property may be subject to a lien for the unpaid balance.</p>	
Clean Rivers IAC 10.90 ERU x \$ 25.18	\$274.46		
CURRENT CHARGES AND CREDITS			
DC Govt Stormwater Fee 10.90 ERU x \$ 2.67	\$29.10		
TOTAL CURRENT CHARGES	\$303.56		
TOTAL CURRENT BILL	\$303.56		

Please return the portion below with your payment to ensure proper credit to your account. For payment options, see reverse.

"WATER IS LIFE"

Take the opportunity to help your neighbor. Make a **SPLASH** by signing up for bill roundup. We will automatically roundup your bill each month to the next highest dollar. Your pennies will help those in need to pay their water bills. This program is administered by the Greater Washington Urban League for DC Water. See reverse for more details.

☐ Roundup ☐ Roundup plus \$1.00 ☐ Roundup plus \$2.00

008603 000001725

4800 WISCONSIN AVENUE LLC
GEORGETOWN DAY SCHOOL
4200 DAVENPORT ST NW
WASHINGTON DC 20016-4560



Account Number	0216856-5
Please Pay By 11/20/17	\$5,522.40
Amount Due after 11/27/17	\$5,552.76
1-Time SPLASH Donation	
Amount Enclosed	

Pay online at www.dewater.com
Pay By Telephone (202) 354-3600

DC Water and Sewer Authority
Customer Service Department
P.O. Box 97200
Washington, D.C. 20090



000021685653 1 0005522408 0005552760

Explanation of Terms

08/2017 10091536 v5.0m-13266-000004725

ACT	Actual Meter Reading	CAP	Customer Assistance Program	NSF	Payment returned by your bank or financial institution
EST	Estimated Meter Reading	CCF	100 cubic feet = 7.48 gallons	ERU	Equivalent Residential Unit
CUST	Customer Meter Reading	WSRF	Water System Replacement Fee		

Customer Classifications

Residential: a single-family dwelling; a condominium or apartment unit where each unit is served by a separate service line that is individually metered; or an apartment building with less than 4 units where all the units are served by a single domestic service line that is metered.

Multi-Family: a structure with four or more units such as a condominium or apartment dwelling used for domestic purposes.

Non-Residential: all customers not within either the residential or multi-family classes.

Payment Information and Options

Payment must be received by the due date to avoid late charges. Make your check or money order payable to DC Water and include your account number if paying by mail. Visit dcwater.com/paybill or call Customer Service at (202) 354-3600 between 8:00 am and 5:00 pm Mon. - Fri. for information on how to pay your bill.

Fees and Charges

Late Fee: A 10% charge will be assessed on any bill not paid by the "please pay by date." An additional 1% interest compounded monthly is assessed for any charges outstanding for sixty (60) days or more.

Returned Payment: \$25.00 for returned checks; up to \$35.00 for returned credit card payments; \$20.00 for returned electronic funds transfers.

Service Suspension/Restoration: \$50.00 fee for suspension and a \$50.00 fee for restoration of service due to non-payment.

On Without Authorization: \$245.00 is assessed when water is turned on without being authorized by DC Water.

Metering Fee: relates to the use, maintenance and repair of the DC Water owned meters. It is based on the meter size that services your property.

Water System Replacement Fee: designed to recover 1% annually of the costs for the renewal and replacement of aging water infrastructure for all customer classes. This fee is based on meter size and average flow. Please visit us at dcwater.com/water-system-replacement-fee for more information.

Moving In or Moving Out

If you are planning to move or wish to close your account, please contact Customer Service for a FINAL BILL within five (5) business days of your planned move. DC Water holds the owner of the property responsible for payment of bills. Please contact Customer Service to make sure we have your correct account information if you are moving in. There is a \$50 fee to establish or disconnect service.

Clean Rivers Impervious Area Charge (CRIAC)

CRIC is based on the impervious surface area of a property and the fee is designed so property owners pay their fair share of the cost of the long term combined sewer overflow control plant. The fee structure uses the term Equivalent Residential Unit or ERU, representing 1,000 square feet of impervious area surface. Residential properties are categorized into tiered ranges and all remaining properties are charged based on square footage of impervious surface area. Please visit us at dcwater.com/cric-fee for more information.

Fees Paid to the District of Columbia that Appear on Your Bill

DC Water pays the District of Columbia Government a right-of-way (ROW) Fee for the use of public space, a Payment-in-Lieu of Taxes (PILOT) Fee to reimburse the District for services that benefit DC Water facilities and personnel, and a Stormwater Fee that funds the DC Department of Energy & Environment's stormwater management program.

Residential Discount Programs

Customer Assistance Program (CAP)

Low-income residents may qualify for a discount on their bills. Contact the DC Department of Energy & Environment at (202) 673-6750 or 311 to see if you qualify.

Serving People by Lending a Supporting Hand (SPLASH) Program

DC Water's SPLASH program is administered by the Greater Washington Urban League and is designed to help residents meet or exceed pay their water bills through your donations. You can help fund SPLASH by including a donation with your payment and writing the amount on your payment stub. You can also round up your bill to the next highest dollar as a monthly SPLASH contribution through the Roundup Program. For example, a \$85.28 bill is rounded up to \$86.00 and the extra 72 cents is donated to SPLASH. You may also contribute an additional amount above the roundup contribution by checking the appropriate box on the payment stub and the roundup contribution and the extra donation will be made automatically each month. Every dollar received is deposited to the SPLASH fund.

Billing Questions and Disputes

An owner or occupant may challenge their most recent bill by either: a) Paying the bill under protest and notifying DC Water in writing that he or she believes the bill to be incorrect; or, b) Not paying the current charges contained in the bill and notifying DC Water in writing, within ten (10) working days after receipt of the bill of the reason(s) why the bill is believed to be incorrect. Challenges received after the ten-day (10) period will be deemed untimely and will not stop the imposition of a penalty for nonpayment of charges or the possibility of termination of service for nonpayment. DC Water will investigate a challenged water, sewer or groundwater bill. If the bill is not paid, but a challenge is made within ten (10) working days after receipt of the bill, DC Water will suspend an owner or occupant's obligation to pay the disputed bill until he/she has been provided a written decision of the results of the investigation. DC Water's written decision will include the date that the bill should be paid. If it is determined that the bill is erroneous, DC Water shall adjust the bill accordingly and refund any overcharges paid. If the owner/occupant is not satisfied with DC Water's decision, then he/she may request in writing an administrative hearing within fifteen (15) calendar days of the date of the decision. The owner or occupant is not relieved of the responsibility for paying all previously or subsequently rendered, disconnected water, sewer and groundwater service charges, penalties, interest, and administrative costs. For more information on your rights please visit us at dcwater.com/disputing-bill or by phone: Mon. - Fri. 8:00 am - 5:00 pm at (202) 354-3600.

Contact Information: Contact Customer Service at (202) 354-3600 Monday through Friday between 8:00 am and 5:00 pm, or by TTY at (202) 354-3677 and/or email us at custserv@dcwater.com. Please send your written correspondence to DC Water, Customer Service, 5000 Overlook Avenue SW, Washington, DC 20032. Remember to include your account number and contact information including telephone number and/or email address.

[Home](#) [Place an Order](#) [Your Account](#) [Terms of Use](#) [Help](#)[Tracking](#)[Reports](#)[Delivery Times](#)

Tracking

Tracking Details

Ordered	Ready	Dispatched	Picked Up	Delivered
12/15/2017 10:43AM	12/15/2017 10:42AM	12/15/2017 11:17AM	12/15/2017 11:42AM	12/15/2017 12:38PM

Shipment Activity

Event Recorded Time	Event	Note
12/15/2017 12:36:49 PM	Arrived at Stop	Job: 1 Stop:2 Classic Motors Of Washington DC
12/15/2017 11:36:59 AM	Arrived at Stop	Job: 1 Stop:1 Goulston & Storrs

Order Information

Tracking Number 2682764
Ready 12/15/2017 10:42AM
Signed By John
Service Regular
Weight 1 lb.
Pieces 2
Delivery City Washington
Delivery State MD

[Quick Track](#)

Tracking No:

[Track It](#)

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U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

Classic Motors of Washington, DC, LLC
4800 Wisconsin Ave
Washington, DC 20016

Postage \$12.75
Certified Fee \$0.00
Return Receipt Fee \$0.00
Restricted Delivery Fee \$0.00
Total Postage & Fees \$12.75

Sent To
Classic Motors of Washington, DC, LLC
4800 Wisconsin Ave
Washington, DC 20016

Date 12/15/2017

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

Classic Motors of Washington, DC, LLC
4800 Wisconsin Ave
Washington, DC 20016

Date 12/15/2017

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Washington, DC 20016

Date 12/15/2017

U.S. Postal Service
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Classic Motors of Washington, DC, LLC
4800 Wisconsin Ave
Washington, DC 20016

Date 12/15/2017

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

Classic Motors of Washington, DC, LLC
4800 Wisconsin Ave
Washington, DC 20016

Date 12/15/2017

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

Classic Motors of Washington, DC, LLC
4800 Wisconsin Ave
Washington, DC 20016

Date 12/15/2017

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
CLASSIC MOTORS OF WASHINGTON
DC LLC Attn: Michael Kashner
4800 Wisconsin Ave
Washington, DC 20016

9590 9402 2692 6351 5347 96

2. Article Number (Transfer from service label)
7001 1140 0001 7722 7016

PS Form 3811, July 2015 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
Michael Kashner 12/17/18

B. Received by (Print Name) ☐ Addressee ☐ Agent
Michael Kashner 12/17/18

C. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
CLASSIC MOTORS OF WASHINGTON
4800 Wisconsin Ave
Washington, DC 20016
Attn: Estate of Robert S. Kashner

9590 9402 2692 6351 5342 91

2. Article Number (Transfer from service label)
7001 1140 0001 7722 7013

PS Form 3811, July 2015 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
Michael Kashner 12/17/18

B. Received by (Print Name) ☐ Addressee ☐ Agent
Michael Kashner 12/17/18

C. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express
☐ Registered Mail
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

December 15, 2017

**VIA CERTIFIED MAIL AND
VIA HAND DELIVERY**

Estate of Robert S. Peacock
6161 31ST Place, N.W.
Washington, D.C. 20015
Attn: Executor or Personal Representative

Robert S. Peacock Irrevocable Trust
6161 31ST Place, N.W.
Washington, D.C. 20015
Attn: Trustee

Cesare F. Santangelo, M.D.
4751 Reservoir Road
Washington, D.C. 20007

Re: Demand for Payment under Guaranty dated February 16, 2016 (the "Guaranty") from Robert S. Peacock, the Robert S. Peacock Irrevocable Trust and Cesare F. Santangelo, M.D. (each, a "Guarantor", and collectively, the "Guarantors") to 4800 Wisconsin Avenue, LLC ("Landlord")

To Whom it May Concern:

Pursuant to the Guaranty referenced above, each of the Guarantors have personally guaranteed the full and timely payment and performance of the obligations of Classic Motors of Washington, D.C., LLC ("Tenant") under that certain Lease Agreement dated February 15, 2016 between Tenant and Landlord (the "Lease"). Please be advised that, as of the date hereof, Tenant in breach of its rental and other obligations under the Lease. The extent of Tenant's breaches is fully set forth in a demand letter which is being sent to Tenant and each of the Guarantors on this date, a copy of which is attached hereto.

In accordance with the terms of the Guaranty, Landlord hereby makes demand upon each of the Guarantors to immediately pay to Landlord all amounts which are due and payable from Tenant to Landlord under the Lease and to otherwise cause all other breaches of the obligations of the Tenant under the Lease to be promptly cured.

Estate of Robert S. Peacock
Robert S. Peacock Irrevocable Trust
Cesare F. Santangelo, M.D
December 15, 2017
Page 2

In connection with the foregoing, as of the date hereof, the amounts due and payable from Tenant to Landlord are as follows:

Base Rent for September, 2017:	\$10,815.00
Base Rent for October, 2017:	\$10,815.00
Base Rent for November, 2017:	\$10,815.00
Base Rent for December, 2017:	\$10,815.00
Landlord's Legal Fees:	<u>\$ 2,700.00</u>
Total:	\$45,960.00

The foregoing amounts have been computed as of the date hereof, and are subject to increase if all breaches of Tenant under the Lease are not timely cured through payment by Tenant or Guarantors or in the event of additional breaches on the part of the Tenant.

Further, to the extent that neither Tenant nor Guarantors promptly pay and otherwise cure all of the breaches enumerated in the attached demand letter or this letter, then Guarantors will also be responsible all additional legal costs and related expenses incurred by Landlord in pursuing its rights under the Lease and the Guaranty.

Please note that, pursuant to the terms of the Guaranty, each of the Guarantors is personally and jointly and severally liable for all of the obligations of Tenant under the Lease.

This letter shall constitute an official demand for prompt payment and performance by each of the Guarantors under the Guaranty. Please give this matter your immediate attention.

Very truly yours,


Mark D. Jackson

cc: Leonard Freiman, Esq. (via electronic mail)
Mr. Jeffrey Hauser



Mark D. Jackson
mjackson@goulstonstorrs.com
(202) 721-1102 (tel)
(202) 721-1111 (fax)

December 15, 2017

*VIA CERTIFIED MAIL AND
VIA HAND DELIVERY*

Classic Motors of Washington, D.C., LLC
4800 Wisconsin Avenue
Washington, D.C. 20016
Attn: Estate of Robert S. Peacock
Attn: Michael Kaufman

*Re: Notice of default under Lease Agreement dated as of February 15, 2016 (the
"Lease"), between 4800 Wisconsin Avenue, LLC ("Landlord") and Classic
Motors of Washington, D.C., LLC (Tenant")*

Ladies and Gentlemen:

This firm represents the Landlord under the Lease. All terms not defined herein shall have the meanings as specified in the Lease.

Tenant is hereby officially notified that, as of the date hereof, Tenant has not timely paid to Landlord the Basic Rent due for the months of September, October, November and December, 2016, in the amount of \$10,815.00 for each of such months. The total amount of Basic Rent that is currently past due is \$43,260.00. In connection with the foregoing, we note that, pursuant to the provisions of Section 3.1 of the Lease, the Basic Rent for each calendar month is due, in advance, on the first day of such calendar month.

Please be advised that, pursuant to the provisions of Section 12.1(b) of the Lease, Tenant's failure to pay any Rent (which includes Minimum Rent and Additional Rent) within five (5) business days after written notice that the same is due and owing constitutes an Event of Default. In such event, Landlord will be entitled to immediately exercise such rights and remedies as may be available to Landlord under the Lease, at law or in equity on account of such Event of Default.

In addition to Tenant's failure to pay Basic Rent when due, Landlord hereby advises Tenant that Tenant is also in breach of the terms and conditions set forth in the Lease on account of the following matters:

1. Pursuant to the provisions of Section 15.1 of the Lease, Tenant may not sublease or transfer any part of the Demised Premises to any party without Landlord's consent, which Landlord may withhold in its sole discretion. We note that the Lease permits Tenant to enter into an agreement permitting Ourisman Automotive to park vehicles on a portion of the Demised Premises. Landlord has been advised that Tenant has entered into various subleases, license agreements or other agreements permitting third parties other than Ourisman (including specifically Gibson Builders and the Embassy of Spain) to use and occupy portions of the Demised Premises for various purposes. Any and all of such arrangements have been made without Landlord's consent (which consent is not granted), and constitute a breach of the Lease by Tenant.
2. Articles V and VII of the Lease require Tenant to pay, as Additional Rent, all water and sewer charges and all utility charges pertaining to the Demised Premises. We understand that Tenant has failed to timely make payments due on account of electricity, and that one of the unauthorized subtenants has made one or more of such payments on Tenant's behalf to avoid a termination of service. Further, Landlord has been advised, pursuant to the notice attached hereto, that Tenant has failed to timely make payments due to PEPCO and the Washington Sanitary Sewer Commission (WSSC), and such failure may result in a lien being placed on the Building. Demand here is hereby made for Tenant to immediately make all payments due to PEPCO, WSSC and all other utility providers, and to pay any and all fines, penalties and late fees arising from such late payment. Please provide us with evidence that all such payments have been made within five (5) business days' following the date hereof.

Please be advised that, pursuant to Section 12.2 of the Lease, in the event of any breach of the Lease, the breaching party shall reimburse the non-breaching party for its reasonable attorneys' fees. As of the date hereof, Landlord has incurred \$2,700 in legal fees on account of Tenant's default, and Landlord hereby makes demand upon Tenant for immediate payment of the same. To the extent Tenant does not promptly pay and otherwise cure all of the breaches enumerated in this demand letter, then Tenant will also be responsible all additional legal costs and related expenses incurred by Landlord in pursuing its rights under the Lease.

Please also be advised that, pursuant to the provisions of Section 3.4 of the Lease, any Rent which is not paid within 10 days after notice that the same is past due shall bear interest at the rate which is four (4) percentage points in excess of the "prime rate" published in the Wall Street Journal). You may avoid this charge by paying all amounts due promptly upon your receipt of this letter.

Nothing herein shall constitute a waiver of any of Landlord's rights or remedies, under the Lease or otherwise (including but not limited to Landlord's right to exercise remedies on account of the breaches enumerated in this letter and/or Landlord's right to exercise remedies on account of any breaches which are not enumerated in this letter), all of which are hereby expressly reserved.

The obligations of Tenant under the Lease have been personally guaranteed by Robert S. Peacock, the Robert S. Peacock Irrevocable Trust and Cesare F. Santangelo, M.D. (each, a "Guarantor", and collectively, the "Guarantors") pursuant to that certain Guaranty from Guarantors to Landlord dated February 16, 2016. Demand for payment is being made upon each of the Guarantors (and, with respect to Robert S. Peacock, upon the Estate of Robert S. Peacock) pursuant to this letter and pursuant to separate demand letters dated as of the date hereof.

This letter shall constitute official notice of Tenant's failure to timely comply with its obligations under the Lease. Please give this matter your immediate attention.

Very truly yours,


Mark D. Jackson

cc: Estate of Robert S. Peacock (via US Certified Mail and via Hand Delivery)
The Robert S. Peacock Irrevocable Trust (via US Certified Mail and via Hand Delivery)
Cesare F. Santangelo, M.D. (via US Certified Mail and via Hand Delivery)
Leonard Freiman, Esq. (via electronic mail)
Mr. Jeffrey Hauser



An Exelon Company



CLASSIC MOTOR OF WASHINGTON DC LLC
4800 WISCONSIN AVE NW
WASHINGTON DC 20016

Date of Notice: 10/30/2017
Account No: 5000 5045 880
Bill Issue Date: Oct 30, 2017

Service Period: Aug 08, 2017 to Sep 08, 2017
Service Address: 4800 WISCONSIN AVE NW
WASHINGTON DC 20016

NOTICE OF INTENT TO DISCONNECT ELECTRIC SERVICE

Dear CLASSIC MOTOR OF WASHINGTON DC LLC:

Our records show that you haven't been making the payments you agreed to on your account; if we don't hear from you soon we'll have to disconnect your electric service on or after November 14, 2017. You'll need to pay the full amount of 2,006.11 by November 13, 2017 to avoid having your electric disconnected. If your electricity is disconnected you'll need to pay the entire balance plus a reconnection fee of \$35.00, we may request a deposit of up to two twelfths of your annual usage from you, and we'll also have to cancel your payment arrangement.

AMOUNT DUE NOW \$2,006.11

We accept major credit cards and electronic checks by phone, or you can pay in person by check, money order, or cash at one of more than 200 ACE and Global Express service centers across the Washington metropolitan area (they charge a fee for their services). We're here to help, so please call us at 202-833-7500 today (we're open Monday through Friday, 7 am to 8 pm).

Si usted necesita esta información en español, llame al departamento de atención al cliente, lunes a viernes de las 7 am a las 8 pm a 202-872-4641, y pida hablar con un representante en español.

SEE THE BACK OF THIS NOTICE FOR PAYMENT LOCATIONS AND OTHER IMPORTANT CONTACT INFORMATION

Page 1 of 2

Please tear on the dotted line below.

Return this coupon with your payment
made payable to Pepco

DO NOT SEND CASH BY MAIL

Account number 5000 5045 880
Amount Past Due \$2,006.11

1001RS 01 AB 01400 114010 05 0 4210 20016-461200 -C03-001300-11

40N00430



CLASSIC MOTOR OF WASHINGTON DC LLC
4800 WISCONSIN AVENUE NW
WASHINGTON DC 20016-4612



Amount
Paid:

\$ 0000.00

PO BOX 13608
PHILADELPHIA PA 19101



70000150005045880000000000200611000000000000000000000000000019

KEEP THIS PART FOR YOUR RECORDS
IMPORTANT CUSTOMER INFORMATION

CUSTOMER SERVICE

For customer or bill inquiries, visit one of our customer service centers, Monday through Friday, (*except holidays) as listed below, or call us at (202) 833-7500. If calling from Brandywine, Poolesville, or Damascus use our toll-free number, 1-800-424-8828. Telephones are staffed between the hours of 7 a.m. to 8 p.m. for customer service inquiries. Written inquiries should be directed to PEPCO, Correspondence Section, 701 Ninth Street, N.W., Washington DC 20008-0001. Information regarding rate schedules and how to verify the accuracy of your bill will be mailed upon request. Any inquiry or complaint about your bill should be made prior to the due date, in order to avoid late charges. Please let us know three days in advance if you plan on moving, otherwise we will hold you responsible for service until we are notified.

<u>Customer Information</u>	<u>Numbers</u>	<u>Hours</u>
Customer Care	202-833-7500	7 a.m. to 8 p.m.
Hearing Impaired (TTY)	202-872-2369	7 a.m. to 8 p.m.
Atención al Cliente	202-872-4641	7 a.m. to 8 p.m.

PAYMENTS

Payments can be mailed to PEPCO, P.O. Box 13608, Philadelphia, PA 19101-3608, or payments can be made in person through one of our service centers listed below. Please allow sufficient time for mail delivery. Payments received after the due date will be assessed a late payment charge. Repeated late payments may have an adverse effect on your credit rating with this company and could result in the requirement for the posting of a deposit. It is your responsibility to notify us if you are unable to pay for services. In the event it becomes necessary to disconnect your electric service for non-payment, you will be required to pay all amounts owed, a reconnection fee and meet deposit requirements. Service will be restored normally within 24 hours.

Notice About Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

It is your responsibility to notify the Company by calling (202) 833-7500 before your service is disconnected if anyone at the premises is elderly, disabled or seriously ill. Special procedures apply when these conditions exist.

Residential disconnection may be postponed up to 21 days if (i) written notification is provided to Pepco from a physician or public health official that states that disconnection would be detrimental to the health and safety of an occupant of the premises and (ii) the customer enters into a deferred payment agreement for past due balances. The postponement may be extended for one additional period of not more than 21 days by renewal of the notification.

We have three payment plans under which you may be eligible to participate: the Average Payment Plan allows you to budget a fixed monthly payment; the Time Payment Arrangement Plan can help you eliminate existing balances; or an Extended Payment Date Plan can help you keep your bills current. Please call (202) 833-7500 for further information regarding these payment plans.

If you do not agree with the amount owed, you have the right to dispute the bill by notifying Pepco at the phone number or address provided above. You also have the right to file a complaint with the Public Service Commission of the District of Columbia at 1325 G Street, NW, Suite 800, Washington, DC 20005, by phone at (202) 626-5100, or on their website at www.dcpcc.org.

Legal representation and assistance by the Office of the People's Counsel may be available to you. To inquire about the availability of legal representation and assistance by the Office of the People's Counsel, please call (202) 777-3071, or contact the Office of People's Counsel at 1133 15th Street N.W., Suite 800, Washington, DC 20005.

Page 2 of 2

☐ Check here to enroll in the Direct Debit plan. Sign and date here _____

By signing here, you authorize Pepco to electronically deduct the amount of your monthly bill from your checking account each month. The check you send with this signed authorization will be used to set up Direct Debit. You understand that we will notify you each month of the date and amount of the debit, which will be on or after the due date stated on your monthly bill. You understand that to withdraw this authorization you must call Pepco. You understand that Pepco does not charge for this service, but that your bank may have charges for this service.

Customer Service Centers

<u>Washington DC</u>		<u>Maryland</u>	
701 Ninth St NW	(Mon - Fri) 8:30am - 5:15pm	201 West Gude Dr, Rockville	(Mon - Fri) 10:00am - 2:00pm
2300 Martin Luther King Jr Ave SE	(Mon - Fri) 9:00am - 5:00pm	8500 Old Marlboro Pk, Forestville	(Mon, Wed, Fri) 10:00am - 2:00pm

Any inquiry or complaint about this bill should be made prior to the due date, in order to avoid late charges.

Electronic Check Conversion - When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



Service Address
4780 WISCONSIN AVE NW
WASHINGTON, DC 20016

Account Number 0216856-5
Square/Suffix/Lot 1733/ 10839
Impervious Surface Square Footage 10900

Customer Service / Servicio Al Cliente: (202) 354-3600
Emergencies / Emergencia: (202) 612-3400

Bill Summary

Billing Date 10/26/17
Previous Balance \$5,173.50
Payments as of 10/25/17 \$0.00
Late Fees From Prior Balance \$45.34
Outstanding Amount Due \$5,218.84
Total Current Bill \$303.56
Total Amount Due - Please Pay by 11/20/17 \$5,522.40

Meter Number	Prior Read Date	Current Read Date	Number Of Days	Prior Read	Current Read	Usage (CCF)	Usage (Gallons)	Road Type
			28					

IMPORTANT MESSAGES

On July 17, DC Water launched a new customer portal. Customers who had been registered through My DC Water need to re-register if they haven't already done so. Visit dcwater.com/customer for important information.

Qualified residential customers who pay a water bill may be eligible for a discount on their water and sewer bill. Please call the Department of Energy & Environment at 311 to see if you qualify.

Your balance forward is past due. Your property may be subject to a lien for the unpaid balance.

SERVICE PERIOD FROM 09/27/17 TO 10/26/17
CURRENT WATER AND SEWER CHARGES - COMMERCIAL
Clean Rivers IAC 10.90 ERU x \$ 25.18 \$274.46
CURRENT CHARGES AND CREDITS
DC Govt Stormwater Fee 10.90 ERU x \$ 2.67 \$29.10
TOTAL CURRENT CHARGES \$303.56
TOTAL CURRENT BILL \$303.56

Please return the portion below with your payment to ensure proper credit to your account. For payment options, see reverse.

"WATER IS LIFE"

Take the opportunity to help your neighbor. Make a SPLASH by signing up for bill roundup. We will automatically roundup your bill each month to the next highest dollar. Your pennies will help those in need to pay their water bills. This program is administered by the Greater Washington Urban League for DC Water. See reverse for more details.

☐ Roundup ☐ Roundup plus \$1.00 ☐ Roundup plus \$2.00

000603 000001726

4800 WISCONSIN AVENUE LLC
GEORGETOWN DAY SCHOOL
4200 DAVENPORT ST NW
WASHINGTON DC 20016-4560



Account Number 0216856-5
Please Pay By 11/20/17 \$5,522.40
Amount Due after 11/27/17 \$5,552.76
1-Time SPLASH Donation _____
Amount Enclosed _____

Pay online at www.dewater.com
Pay By Telephone (202) 354-3600

DC Water and Sewer Authority
Customer Service Department
P.O. Box 87200
Washington, D.C. 20090

000021685653 1 0005522408 0005552760

Explanation of Terms

0620-11076-1506-11-11208-00001725

ACT	Actual Meter Reading	CAP	Customer Assistance Program	NSF	Payment returned by your bank or financial institution
EST	Estimated Meter Reading	CCF	100 cubic feet = 748 gallons	ERU	Equivalent Residential Unit
CUST	Customer Meter Reading	WSRF	Water System Replacement Fee		

Customer Classifications

Residential: a single-family dwelling; a condominium or apartment unit where each unit is served by a separate service line that is individually metered; or an apartment building with less than 4 units where all the units are served by a single domestic service line that is metered.

Multi-Family: a structure with four or more units such as a condominium or apartment dwelling used for domestic purposes.

Non-Residential: all customers not within either the residential or multi-family classes.

Payment Information and Options

Payment must be received by the due date to avoid late charges. Make your check or money order payable to DC Water and include your account number if paying by mail. Visit dcwater.com/paybill or call Customer Service at (202) 354-3600 between 8:00 am and 5:00 pm Mon. - Fri. for information on how to pay your bill.

Fees and Charges

Late Fee: A 10% charge will be assessed on any bill not paid by the "please pay by date." An additional 1% interest compounded monthly is assessed for any charges outstanding for sixty (60) days or more.

Returned Payment: \$25.00 for returned checks; up to \$35.00 for returned credit card payments; \$20.00 for returned electronic funds transfers.

Service Suspension/Restoration: \$50.00 fee for suspension and a \$50.00 fee for restoration of service due to non-payment.

On Without Authorization: \$248.00 is assessed when water is turned on without being authorized by DC Water.

Metering Fee: relates to the use, maintenance and repair of the DC Water owned meters. It is based on the meter size that services your property.

Water System Replacement Fee: designed to recover 1% annually of the costs for the renewal and replacement of aging water infrastructure for all customer classes. This fee is based on meter size and average flow. Please visit us at dcwater.com/water-system-replacement-fee for more information.

Moving In or Moving Out

If you are planning to move or wish to close your account, please contact Customer Service for a FINAL BILL within five (5) business days of your planned move. DC Water holds the owner of the property responsible for payment of bills. Please contact Customer Service to make sure we have your correct account information if you are moving in. There is a \$50 fee to establish or disconnect service.

Clean Rivers Impervious Area Charge (CRIAC)

CRIAC is based on the impervious surface area of a property and the fee is designed so property owners pay their fair share of the cost of the long term combined sewer overflow control plan. The fee structure uses the term Equivalent Residential Unit or ERU, representing 1,000 square feet of impervious area/surface. Residential properties are categorized into tiered ranges and all remaining properties are charged based on square footage of impervious surface area. Please visit us at dcwater.com/clean-rivers-area-charge for more information.

Fees Paid to the District of Columbia that Appear on Your Bill

DC Water pays the District of Columbia Government a right-of-way (ROW) Fee for the use of public space; a Payment-in-Lieu of Taxes (PILOT) Fee to reimburse the District for services that benefit DC Water facilities and personnel; and a Stormwater Fee that funds the DC Department of Energy & Environment's stormwater management program.

Residential Discount Programs

Customer Assistance Program (CAP)

Low-income residents may qualify for a discount on their bills. Contact the DC Department of Energy & Environment at (202) 873-5750 or 311 to see if you qualify.

Serving People by Lending a Supporting Hand (SPLASH) Program

DC Water's SPLASH program is administered by the Greater Washington Urban League and is designed to help residents most in need pay their water bills through your donations. You can help fund SPLASH by including a donation with your payment and writing the amount on your payment stub. You can also round up your bill to the next highest dollar as a monthly SPLASH contribution through the Roundup Program. For example, a \$98.26 bill is rounded up to \$99.00 and the extra 72 cents is donated to SPLASH. You may also contribute an additional amount above the roundup contribution by checking the appropriate box on the payment stub and the roundup contribution and the extra donation will be made automatically each month. Every dollar received is deposited in the SPLASH fund.

Billing Questions and Disputes

An owner or occupant may challenge their most recent bill by either: (a) Paying the bill under protest and notifying DC Water in writing that he or she believes the bill to be incorrect; or, (b) Not paying the current charges contained in the bill and notifying DC Water in writing, within ten (10) working days after receipt of the bill of the reason(s) why the bill is believed to be incorrect. Challenges received after the ten-day (10) period will be deemed untimely and will not stop the imposition of a penalty for nonpayment of charges or the possibility of termination of service for nonpayment. DC Water will investigate a challenged water, sewer or groundwater bill. If the bill is not paid, but a challenge is made within ten (10) working days after receipt of the bill, DC Water will suspend an owner or occupant's obligation to pay the disputed bill until he/she has been provided a written decision of the results of the investigation. DC Water's written decision will include the date that the bill should be paid. If it is determined that the bill is erroneous, DC Water shall adjust the bill accordingly and refund any overcharges paid. If the owner/occupant is not satisfied with DC Water's decision, then he/she may request in writing an administrative hearing within fifteen (15) calendar days of the date of the decision. The owner or occupant is not relieved of the responsibility for paying all previously or subsequently rendered, uncontested water, sewer and groundwater service charges, penalties, interest, and administrative costs. For more information on your rights please visit us at dcwater.com/challenging-bill or by phone: Mon. - Fri. 8:00 am - 5:00 pm at (202) 354-3600.

Contact Information: Contact Customer Service at (202) 354-3600 Monday through Friday between 8:00 am and 5:00 pm, or by TTY at (202) 354-3677 and/or email us at custserv@dcwater.com. Please send your written correspondence to DC Water, Customer Service, 5060 Overlook Avenue SW, Washington, DC 20032. Remember to include your account number and contact information including telephone number and/or email address.

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Tracking

Tracking Details

Ordered	Ready	Dispatched	Picked Up	Delivered
12/15/2017 3:04PM	12/15/2017 3:04PM	12/15/2017 3:24PM	12/15/2017 4:04PM	12/15/2017 6:00PM

Shipment Activity

Event Recorded Time	Event	Note
12/15/2017 5:58:20 PM	Arrived at Stop	Job: 1 Stop:2 Irrevocable Trust & Estate Of Robert E Peacock
12/15/2017 3:58:45 PM	Arrived at Stop	Job: 1 Stop:1 Goulston & Storrs

Order Information

Tracking Number	2683166
Ready	12/15/2017 3:04PM
Signed By	2env
Service	Regular
Weight	1 lb.
Pieces	2
Delivery City	Washington
Delivery State	DC

Quick Track

Tracking No:

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Tracking

Tracking Details

Ordered	Ready	Dispatched	Picked Up	Delivered
12/15/2017 10:46AM	12/15/2017 10:42AM	12/15/2017 11:10AM	12/15/2017 11:44AM	12/15/2017 12:19PM

Shipment Activity

Event Recorded Time	Event	Note
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12/15/2017 11:43:38 AM	Arrived at Stop	Job: 1 Stop:1 Goulston & Storrs

Order Information

Tracking Number 2682767
Ready 12/15/2017 10:42AM
Signed By S O
Service Regular
Weight 1 lb.
Pieces 1
Delivery City Washington
Delivery State DC

Quick Track

Tracking No:

[Track It](#)

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CERTIFIED MAIL

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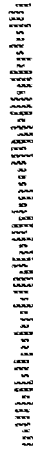
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AUGUST

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R23344131418-06

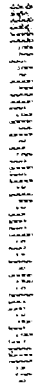
goulston&storr
thinkresults



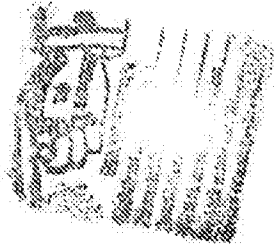
Cesare F. Santangelo, M.D.
4751 Reservoir Road
Washington, D.C. 20007

Goulston & Storr, P.C.
1100 15 Street NW, Suite 500 - Washington, DC 20006-1101

DEF UNCLAIMED



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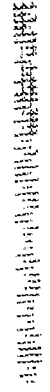
goulston&storr
thinkresults

Robert S. Peacock Irrevocable Trust
6351 31ST Place, N.W.
Washington, D.C. 20015
Attn: Trustee

Goulston & Storr, P.C.
1999 L Street NW, Suite 500 - Washington, DC 20006-1101

nl
1544
12/18/17





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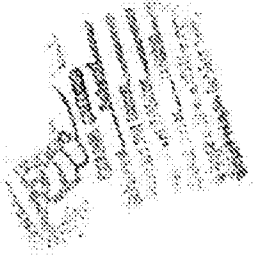
U.S. POSTAGE
WASHINGTON, DC
DEC 17 2004
\$7.50
R2304W121415-08



20015



1000



goulston&storr
thinkresults

Estate of Robert S. Peacock
6361 31ST Place, N.W.
Washington, D.C. 20015
Attn: Executor or Personal Representative

Goulston & Storr P.C.
1999 K Street N.W. Suite 500 • Washington, DC 20006-1101

Handwritten notes: "4/11" and "5/8/01".

Handwritten number "6" in the top right corner.

January 3, 2018

**VIA CERTIFIED MAIL AND
VIA HAND DELIVERY**

Classic Motors of Washington, D.C., LLC
4800 Wisconsin Avenue
Washington, D.C. 20016
Attn: Estate of Robert S. Peacock
Attn: Michael Kaufman

Re: Notice of Event of Default under Lease Agreement dated as of February 15, 2016 (the "Lease"), between 4800 Wisconsin Avenue, LLC ("Landlord") and Classic Motors of Washington, D.C., LLC (Tenant")

Ladies and Gentlemen:

This firm represents the Landlord under the Lease. All terms not defined herein shall have the meanings as specified in the Lease.

By letter dated December 15, 2017, Landlord advised Tenant that Tenant was in breach of (i) Tenant's obligation to pay Rent for the months of September, October, November and December, 2016 and (ii) certain other monetary and non-monetary obligations under the Lease. Pursuant to the provisions of Section 12.1(b) of the Lease, Tenant's failure to pay any Rent within five (5) business days after written notice that the same is due and owing constitutes an Event of Default. Inasmuch as Tenant has not paid all past due Rent to Landlord within five (5) business days following the effective date of the foregoing letter, an Event of Default on the part of Tenant exists under the Lease.

Pursuant to Section 3.7 of the Lease, Tenant has deposited with Landlord a Security Deposit in the amount of Twenty One Thousand Dollars (\$21,000.00). In accordance with the provisions of Section 3.7 of the Lease, Landlord hereby elects to apply the Security Deposit against the Rent which is past due under the Lease. Please be advised that such application does not cure Tenant's Event of Default, nor does it not prevent Landlord from exercising any other right or remedy provided by the Lease, at law or in equity on account of Tenant's breaches of its obligations under the Lease, all of which rights are hereby expressly reserved.

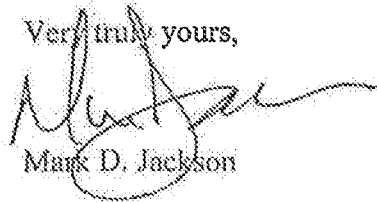
In addition to the foregoing, please be advised that Tenant has failed to timely pay the Rent due for the month of January, 2018. In the event Tenant fails to remit such Rent to

Classic Motors of Washington, D.C., LLC
January 3, 2018
Page 2

Landlord within five (5) business days of the date hereof, a separate Event of Default shall exist under the Lease.

This letter shall constitute official notice of Tenant's failure to timely comply with its obligations under the Lease. Please give this matter your immediate attention.

Very truly yours,



Mark D. Jackson

cc: Leonard Freiman, Esq. (via electronic mail)
Mr. Jeffrey Hauser


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Tracking

Reports

Delivery Times

Tracking

Tracking Details

Ordered	Ready	Dispatched	Picked Up	Delivered
1/3/2018 3:29PM	1/3/2018 4:48PM	1/3/2018 4:48PM	1/3/2018 5:11PM	1/5/2018 1:50PM

Shipment Activity

Event Recorded Time	Event	Note
1/5/2018 1:49:28 PM	Arrived at Stop	Job: 1 Stop:2 Classic Motors Of Washington DC
1/3/2018 5:53:00 PM	No Answer	4800 Wisconsin Ave NW - are 5:44 read sign on door at left of bldg that said try right side nobody here - StopID:5498462
1/3/2018 5:52:10 PM	Arrived at Stop	Job: 1 Stop:2 Classic Motors Of Washington DC
1/3/2018 5:42:19 PM	Arrived at Stop	Job: 1 Stop:2 Classic Motors Of Washington DC
1/3/2018 5:01:46 PM	Arrived at Stop	Job: 1 Stop:1 Goulston & Storrs

Order Information

Tracking Number 2691636
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 Service DoubleRush
 Weight 1 lb.
 Pieces 2
 Delivery City Washington
 Delivery State MD

Quick Track

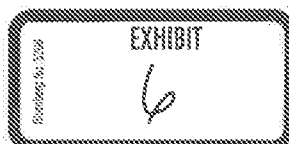
Tracking No:

Track It

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Classic Motors of Washington, D.C., LLC

3/29/2018	Money judgment from DC L&T Court minus legal	\$66,780.00	\$66,780.00
4/1/2018	Basic Rent at Holdover Rate	\$16,222.50	\$83,002.50
5/1/2018	Basic Rent at Holdover Rate through 5/10 eviction	\$5,233.06	\$88,235.56
5/10/2018	Eviction costs - All Seasons Evictions	\$1,774.00	\$90,009.56
5/10/2018	Eviction costs - District Towing	\$125.00	\$90,134.56
5/10/2018	Eviction costs - Area Safe & Lock	\$495.30	\$90,629.86
5/10/2018	Unpaid utilities - DC Water and Sewer	\$7,842.93	\$98,472.79
5/10/2018	Unpaid utilities - PEPCO	\$7,465.75	\$105,938.54
5/10/2018	Unpaid utilities - Washington Gas	\$427.44	\$106,365.98
5/10/2018	Eviction costs - labor	\$3,792.95	\$110,158.93
5/31/2018	Application of security deposit	-\$21,000.00	\$89,158.93





SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION
Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Telephone: (202) 879-1133 • Website: www.dccourts.gov

4800 WISCONSIN AVENUE LLC

Vs.

C.A. No. 2018 CA 004426 B

CLASSIC MOTORS OF WASHINGTON, D.C., LLC et al

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure (“Super. Ct. Civ. R.”) 40-I, it is hereby **ORDERED** as follows:

(1) Effective this date, this case has assigned to the individual calendar designated below. All future filings in this case shall bear the calendar number and the judge’s name beneath the case number in the caption. On filing any motion or paper related thereto, one copy (for the judge) must be delivered to the Clerk along with the original.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of serving on each defendant: copies of the summons, the complaint, and this Initial Order and Addendum. As to any defendant for whom such proof of service has not been filed, the Complaint will be dismissed without prejudice for want of prosecution unless the time for serving the defendant has been extended as provided in Super. Ct. Civ. R. 4(m).

(3) Within 21 days of service as described above, except as otherwise noted in Super. Ct. Civ. R. 12, each defendant must respond to the complaint by filing an answer or other responsive pleading. As to the defendant who has failed to respond, a default and judgment will be entered unless the time to respond has been extended as provided in Super. Ct. Civ. R. 55(a).

(4) At the time and place noted below, all counsel and unrepresented parties shall appear before the assigned judge at an initial scheduling and settlement conference to discuss the possibilities of settlement and to establish a schedule for the completion of all proceedings, including, normally, either mediation, case evaluation, or arbitration. Counsel shall discuss with their clients **prior** to the conference whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this Conference.**

(5) Upon advice that the date noted below is inconvenient for any party or counsel, the Quality Review Branch (202) 879-1750 may continue the Conference **once**, with the consent of all parties, to either of the two succeeding Fridays. Request must be made not less than seven business days before the scheduling conference date.

No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge’s Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court’s website <http://www.dccourts.gov/>.

Chief Judge Robert E. Morin

Case Assigned to: Judge ANTHONY C EPSTEIN

Date: June 22, 2018

Initial Conference: 9:30 am, Friday, September 21, 2018

Location: Courtroom 200

500 Indiana Avenue N.W.

WASHINGTON, DC 20001

ADDENDUM TO INITIAL ORDER AFFECTING ALL MEDICAL MALPRACTICE CASES

In accordance with the Medical Malpractice Proceedings Act of 2006, D.C. Code § 16-2801, et seq. (2007 Winter Supp.), "[a]fter an action is filed in the court against a healthcare provider alleging medical malpractice, the court shall require the parties to enter into mediation, without discovery or, if all parties agree[,] with only limited discovery that will not interfere with the completion of mediation within 30 days of the Initial Scheduling and Settlement Conference ("ISSC"), prior to any further litigation in an effort to reach a settlement agreement. The early mediation schedule shall be included in the Scheduling Order following the ISSC. Unless all parties agree, the stay of discovery shall not be more than 30 days after the ISSC." D.C. Code § 16-2821.

To ensure compliance with this legislation, on or before the date of the ISSC, the Court will notify all attorneys and *pro se* parties of the date and time of the early mediation session and the name of the assigned mediator. Information about the early mediation date also is available over the internet at <https://www.dccourts.gov/pa/>. To facilitate this process, all counsel and *pro se* parties in every medical malpractice case are required to confer, jointly complete and sign an EARLY MEDIATION FORM, which must be filed no later than ten (10) calendar days prior to the ISSC. D.C. Code § 16-2825 Two separate Early Mediation Forms are available. Both forms may be obtained at www.dccourts.gov/medmalmediation. One form is to be used for early mediation with a mediator from the multi-door medical malpractice mediator roster; the second form is to be used for early mediation with a private mediator. Both forms also are available in the Multi-Door Dispute Resolution Office, Suite 2900, 410 E Street, N.W. Plaintiff's counsel is responsible for eFiling the form and is required to e-mail a courtesy copy to earlymedmal@dcsc.gov. *Pro se* Plaintiffs who elect not to eFile may file by hand in the Multi-Door Dispute Resolution Office.

A roster of medical malpractice mediators available through the Court's Multi-Door Dispute Resolution Division, with biographical information about each mediator, can be found at www.dccourts.gov/medmalmediation/mediatorprofiles. All individuals on the roster are judges or lawyers with at least 10 years of significant experience in medical malpractice litigation. D.C. Code § 16-2823(a). If the parties cannot agree on a mediator, the Court will appoint one. D.C. Code § 16-2823(b).

The following persons are required by statute to attend personally the Early Mediation Conference: (1) all parties; (2) for parties that are not individuals, a representative with settlement authority; (3) in cases involving an insurance company, a representative of the company with settlement authority; and (4) attorneys representing each party with primary responsibility for the case. D.C. Code § 16-2824.

No later than ten (10) days after the early mediation session has terminated, Plaintiff must eFile with the Court a report prepared by the mediator, including a private mediator, regarding: (1) attendance; (2) whether a settlement was reached; or, (3) if a settlement was not reached, any agreements to narrow the scope of the dispute, limit discovery, facilitate future settlement, hold another mediation session, or otherwise reduce the cost and time of trial preparation. D.C. Code § 16-2826. Any Plaintiff who is *pro se* may elect to file the report by hand with the Civil Actions Branch. The forms to be used for early mediation reports are available at www.dccourts.gov/medmalmediation.

Chief Judge Robert E. Morin