# EXHIBIT G

#### DISTRICT OF COLUMBIA

#### ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT ("Assignment"), made and entered into as of the 20<sup>th</sup> day of March, 2014 by and between

**DNM SEAFOOD, INC.** (the "Assignor"), a District of Columbia corporation; and **W.D. INC.** (the "Assignee"), a Virginia corporation.

#### **RECITALS**

WHEREAS, Pruitt's Seafood (the "Original Tenant") entered into a certain lease agreement (the "Lease Agreement or "Lease") dated April 1, 2001, with the District of Columbia, a municipal corporation, acting as an agent for the United States of America, (the "Landlord"), demising the premises located at 1100 Maine Avenue, SW, Washington, DC commonly known as Premises Nos. 1, 2, 3 and 4 of Municipal Fish Wharf (the "Premises"), for a term of thirty (30) years commencing on the New Rent Commencement Date as defined in the Lease Agreement, a copy of which Lease Agreement is attached hereto and made a part hereof; and

WHEREAS, the Original Tenant assigned its leasehold interests in the Premises and the Lease Agreement to Assignor, and Assignor accepted such assignment and assumed all of the rights, obligations and duties of the Original Tenant therein described in the said Lease Agreement; and

WHEREAS, the Assignor is currently referred to as "Tenant" in the said Lease Agreement; and

WHEREAS, the Assignor desires to assign and convey, insofar as its title enables it to legally so do, its leasehold interests in the Premises and the Lease Agreement to the Assignee, and the Assignee does agree to accept such assignment and conveyance and assume all of the rights, obligations and duties of the Assignor therein described in the said Lease Agreement; and

WHEREAS, the Landlord desires to grant its consent to this Assignment and Assumption of Lease Agreement, but expressly subject to the conditions set forth herein and in the Lease Agreement, with no intent on the part of the Landlord or the Assignor/Tenant to further modify any other terms and conditions of the Lease Agreement; and

WHEREAS, the Assignor and Assignee, with the consent of the Landlord, desire to modify certain terms of the Lease only in the manner contained in this Assignment.

#### **WITNESSETH: THAT**

**NOW, THEREFORE**, for and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows: to wit,

- 1. The above Recitals are incorporated herein and made a part of the terms and conditions of this Assignment.
- 2. The Assignor does hereby assign, transfer, and convey to the Assignee all the right, title and interest that Assignor has or may have under the Lease Agreement to have and to hold the same unto the Assignee, its successors, and assigns, for and during the remainder of the term of the Lease Agreement, and any renewals or extensions therein provided, subject to the terms, covenants, conditions, and agreements contained herein and in the Lease Agreement.
- 3. The Assignee does hereby accept the foregoing assignment and agrees to assume all of the duties which the Assignor is/was obligated to perform under the Lease Agreement including, but not limited to, the payment of rent and other charges, for the balance of the term thereof and any renewals or extensions of the term(s) of the Lease, maintenance of the premises, and operation the fish selling business and other limited business operations for the demised premises in the described manner.
- 4. The Assignee warrants and represents to the Landlord and the Assignor that the Assignee is a corporation validly existing in the Commonwealth of Virginia and in good standing in the District of Columbia, has demonstrated the financial capacity, and has the legal capacity, as such, to fully perform the obligations required under the said Lease Agreement.
- 5. The Assignor hereby represents and warrants to the Assignee that the Lease Agreement is in full force and effect and no breaches or defaults exist as of the date of execution of this Assignment and with further warranty that the Assignor shall pay or cause to be paid to the Landlord a sum of One Thousand Dollars (\$1000.00) as consideration in connection with Landlord's consent to an assignment of the Lease Agreement, as prescribed under Article 19(A) of the said Lease Agreement.
- 6. The Assignor hereby covenants to remove that certain No. 3 boat and the tank attached to it and remove that certain 20x40 wooden boar (collectively, the "Removal Obligations"), each being located on, under or about the Premises, within twenty-one (21) days following the Effective Date of this Assignment and in compliance with all applicable laws. The Assignor shall indemnify and hold the Landlord and the Assignee harmless from and against any claims asserted by any party in connection with the Removal Obligations and any actual losses, damages or liabilities of the Landlord or the Assignee arising as a result of the Assignor's performance of or failure to perform the Removal

Obligations. If the Assignor fails to complete the Removal Obligations within thirty (30) days following the Effective Date of this Assignment and in compliance with all applicable laws, the Assignee may complete the Removal Obligations, provided that the Assignor's indemnity obligations shall not be modified as a result of the performance of the Removal Obligations by the Assignee.

- 7. The parties hereto agree that the security deposit under the Lease Agreement in the amount of \$2,666.66 shall be held for the account of the Assignee from the Effective Date of this Assignment. The Effective Date of this Assignment shall be the date when the Landlord indicates Landlord's consent to this Assignment, evidenced by Landlord's execution in the appropriate space on this Assignment, as described in Article 8 of this Assignment. By its execution of this Assignment, Landlord also retroactively consents to the assignment by Original Tenant to Assignor of the Lease Agreement and Original Tenant's leasehold interests in the Premises.
- 8. The Assignor and the Assignee shall, jointly or separately, notify or cause the Landlord to be notified that, as of the Effective Date of this Assignment, all notices prescribed under the said Lease Agreement shall be sent to the Assignee at the following address:

W.D. Inc 1100 Maine Avenue, S.W. Washington, DC 20024 Attn: Mr. Billy White

- 9. The Assignor and Assignee understand and agree that this Assignment shall not become effective unless and until the Landlord shall indicate its consent and agreement to this Assignment, evidenced by the signature of the Mayor of the District of Columbia to this Assignment. By its execution of this Assignment, the Landlord hereby affirms that it previously consented to the assignment of the Lease Agreement from the Original Tenant to the Tenant prior to the Tenant taking occupancy of the Premises.
- 10. The Landlord and the Assignee acknowledge and confirm that the expiration date of the Lease is March 15, 2044.

[Signature Pages Follow.]

IN WITNESS WHEREOF, DNM Seafood, Inc. has caused this Assignment and Assumption of Lease Agreement to be executed in its corporate name by Sung J. Kim, its President, and attested by Yong W. Kim, its Secretary, and its seal to hereunto affixed and does hereby constitute and appoint Sung J. Kim its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver this Assignment as its act and deed as of the 20<sup>th</sup> day of March, 2014.

**ASSIGNOR:** 

ATTEST:

Yong W. Kim, Secretary

DNM SEAFOOD, INC.

Name: Sung J. Kim

Title: President

#### **ACKNOWLEDGMENT**

#### DISTRICT OF COLUMBIA:

On this 20<sup>th</sup> day of March, 2014, before me <u>Orraine</u> White, the undersigned notary, personally appeared Sung J. Kim, who acknowledged himself to be the President of DNM Seafood, Inc., a District of Columbia corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of DNM Seafood, Inc.

In witness whereof I hereunto set my hand.

Notary Public

My commission expires:

LORRAINE V. WHITE NOTARY PUBLIC DISTRICT OF COLUMBIA My Commission Expires November 14, 2017 IN WITNESS WHEREOF, W.D., Inc. has caused this Assignment and Assumption of Lease Agreement to be executed in its corporate name by Billy White, its President, and attested by Penny R. White, its Secretary, and its seal to hereunto affixed and does hereby constitute and appoint Billy White its true and lawful Attorney-in-Fact for it and in its name to acknowledge and deliver this Assignment as its act and deed as of the 20<sup>th</sup> day of March, 2014.

ATTEST:

Renny R. White, Secretary

**ASSIGNEE:** 

W.D., INC.

Name: Rilly White

Name: Billy White
Title: President

#### **ACKNOWLEDGMENT**

#### DISTRICT OF COLUMBIA:

On this 20<sup>th</sup> day of March, 2014, before me <u>Corraine</u> White the undersigned notary, personally appeared Billy White, who acknowledged himself to be the President of W.D., Inc., a Virginia corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of W.D., Inc.

In witness whereof I hereunto set my hand.

Notary Public

My commission expires:

LORRAINE V. WHITE NOTARY PUBLIC DISTRICT OF COLUMBIA My Commiss Convolves November 14, 2017 CONSENTED AND AGREED TO as of the 31 day of Morch, 2014.

#### LANDLORD:

WITNESS:

ì

THE DISTRICT OF COLUMBIA, a municipal corporation, by The Deputy Mayor for Planning and Economic Development, acting as agent for THE UNITED STATES OF AMERICA

By:

\_(Seal)

Name: Victor L. Hoskins

Title: Deputy Mayor for Planning and Economic

Development

Approved for Legal Sufficiency

Susan C. Longstreet

Deputy Attorney General Commercial Division

#### **ACKNOWLEDGMENT**

#### DISTRICT OF COLUMBIA

I, Victor L. Hoskins, Deputy Mayor for Planning and Economic Development, who is named as Attorney-in-Fact for the District of Columbia, acting as agent for the United States of America, in the foregoing and annexed Assignment and Assumption of Lease Agreement, bearing date the 20<sup>th</sup> day of March, 2014, personally appeared before me in the said District of Columbia, and the said Victor L. Hoskins is personally well known to me as the person named as the Attorney-in-Fact in the said Assignment and Assumption of Lease Agreement for the District of Columbia and acknowledged said Assignment and Assumption of Lease Agreement to be the act and deed of the said District of Columbia, and that he delivered the same as such.

GIVEN under my hand and seal this \_ +

\_ day of

, 2014.

Notary Public

My dommission expires:

me 14 2017

#### BILL OF SALE

DNM SEAFOOD, INC., a District of Columbia corporation d/b/a Pruitt's Seafood, having a place of business at 1100 Maine Avenue, SW, Washington, District of Columbia 20024 ("Seller"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby sells and delivers to W.D., Inc., a District of Columbia corporation, having a place of business at 1100 Maine Avenue, SW, Washington, District of Columbia 20024 ("Purchaser") the personal property, equipment and fixtures described on Schedule 1 attached hereto (the "Personal Property"), which Personal Property is located in the City of Washington, District of Columbia, on the premises situated at 1100 Maine Avenue, SW, Washington, District of Columbia 20024 (the "Leased Property"), without representation or warranty except as provided in that certain Purchase and Sale Agreement between Seller and Purchaser dated as of March 13, 2014.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be executed and effective as of this 3<sup>rd</sup> day of April, 2014.

WITNESS

DNM Seafood, Inc.

BY:

NAME: Sting J. Kim

TITLE: President

WITNESS

W.D., Inc

NAME: Billy R. White

TITLE: President

## Schedule 1 to Bill of Sale

Two boats located on Leased Property having the following identifying DC Numbers:

DC 2587 N (Sticker 0262) DC 2588 N (Sticker 0263)

Inventory listed on following page

## <u>Equipment List</u> <u>Of DNM Seafood, Inc. d/b/a Pruitt Seafood</u>

- 1. Office Refrigerator & Table
- 2. Digital Video Recorder 16 Camera & Monitor
- Canon Fax Copy Machine Super G3
- 4. Telephone 2-Line Telephone
- 5. Hot Water Heater 2
- 6. House hold Refrigerator 1
- 7. Kitchen Microwave
- 8. Kitchen 2 Story Stainless Shelves 1
- 9. Kitchen Shelves 2
- 10. Electric 2 Round Range
- 11. Electric Square Grill
- 12. 2 Door Small Freezer
- 13. 2 Door Small Refrigerator
- 14. 1 Door Tall Freezer
- 15. 10'x20' Walk in Freezer with 2 Compression
- 16. 5hp Columbia Boiler Diesel
- 17. 10hp Columbia Boiler Diesel
- 18. Stainless Water Return Tank
- 19. 50 or Up Gallons of Diesel Tank
- 20. Small Hot Water Heater
- 21. 20x20 Walk in Cooler with 2 Compression
- 22. 10,000 lb Ice Machine
- 23. 5,000 lb Ice Machine with Water Tower & Water Return Barrel
- 24. Hoshizaki Ice Machine with Cooling Fan
- 25. 10'x30' Walk in Fish Cooler with Compression
- 26. 8'x8' Walk in with Compression
- 27. 1 Door Freezer Storage Room
- 28. Sandwich Refrigerator 2
- 29. 3 Well Sink L-2, S-1
- 30. Stainless Table 4x8 2EA
- 31. Pallet Jack 1
- 32. 24x30 Stainless Table Cook & Oyster 2
- 33. Picnic Table 1
- 34. 30"x8' 3 Well Steamer
- 35. 2 Bu Steamer 2
- 36. 1 Bu Steamer 3
- 37. 2 Story Steamer 2
- 38. 3'x12' Stainless Hoods Fan
- 39. Hand Sink
- 40. 1'x4' Shelve
- 41. 30"x4' Stainless Table 2 Ice Machine
- 42. Square Steamer 4 Roof
- 43. Quick Freezing Machine 2 Door 1
- 44. Long Ladder 2, M-1
- 45. Freezer Shelves 4 Story 3



- 46. Crab Table 2
- 47. Claim Table 1
- 48. 3 Story Stainless Shelves -1 Front
- 49. 1'x6' Shell Front
- 50. Ex Shelves 4
- 51. Stainless Shelve Table Fish Boat
- 52. Ice Box 10
- 53. Trash Can 8

Additional Items: Bho 5 scales gh Da

## LEASE AGREEMENT

## THE DISTRICT OF COLUMBIA, acting on behalf of THE UNITED STATES OF AMERICA,

#### LANDLORD

and

PRUITT'S SEAFOOD, INC., a Virginia corporation,

TENANT

for

Premises Nos.1, 2, 3, and 4 Municipal Fish Wharf

## TABLE OF CONTENTS

<u>Se</u>	Section Number and Caption	
1.	Definitions	1
2.	Lease of the Premises; Termination of Prior Lease; Tenant's Acceptance of Premises.	4
3.	Landlord's Work	4
4.	[Intentionally Omitted]	5
<b>5</b> .	Minimum Rent	
6.	Late Charges	
7.	Additional Rent: CPI Adjustment; Percentage Rent	
8.	Utilities	8
9.	Common Areas; Employee Parking	8
10	Common Area Operating Cost	8
11.	. Use of Premises	9
12	. Signs	10
	. Alterations	
	. Fixtures and Equipment	
	. Tenant's Maintenance; Condition of the Premises	
	. Landlord's Right of Entry	
	. Tenant's Indemnity; Insurance	
18	. [Intentionally Omitted]	12
19	. Assignment and Subletting	12
20	. [Intentionally Omitted]	13
	. Tenant's Defaults	
22	. Landlord's Remedies in Case of Tenant's Default	14
23	. Landlord's Right to Cure Tenant's Default	15
24	. [Intentionally Omitted]	15
25	. Holding Over	15
26	. Surrender of Premises	15
27	. Limitation on Landlord's Liability	16
28	. Notices	16
29	. Quiet Enjoyment	17
30	. Security Deposit	17
31	. [Intentionally Omitted]	17
32	. Rules and Regulations	18
33	. Waiver of Jury Trial	18
34	. Covenant Against Contingent Fees	18
	. Facilities Nondiscrimination	
	. Nondiscrimination in Employment	
	Environment Protection	
38	. Miscellaneous	20

Exhibit A - Outline of the Premises

Exhibit B - Site Plan of the Project
Exhibit C - Certificate of Acceptance
Exhibit D - Work Letter

Exhibit E - Rules and Regulations

#### LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this 1st day of April ,2000x, by and between THE DISTRICT OF COLUMBIA, acting on behalf of THE UNITED STATES OF AMERICA, whose notice address is Director, District of Columbia Department of Housing and Community Development, 801 North Capitol Street, N.E., 8th Floor, Washington, D.C. 20002 ("Landlord"), and PRUITT'S SEAFOOD, INC., a Virginia corporation, whose notice address is 1100 Maine Avenue, S.W., Washington, D.C. 20024 ("Tenant").

In consideration of the promises in the Lease, Landlord and Tenant agree as follows:

## 1. Definitions.

Certain terms in this Lease are defined below:

- A. Barges: The barges owned by Tenant on which Tenant operates its business. The Barges are located on the Premises.
  - B. Commencement Date: The date of this Lease.
- C. Common Areas: "Common Areas" mean all areas within the Project that Landlord makes available to tenants and their customers for their general use, convenience and benefit, including restrooms, parking areas, driveways, walkways, landscaped or planted areas, lighting facilities, service areas and loading and unloading areas, as depicted on Exhibit B hereto.
- D. Consumer Price Index: The "Consumer Price Index" means the index for the Washington Baltimore, DC MD VA WV area, now known as the United States Bureau of Labor Statistics, consumer Price Index, for All Urban Consumers, all items (1996=100).
- E. Lease Year: The first "Lease Year" shall begin on the New Rent Commencement Date and shall end on December 31 of the year following the year in which the New Rent Commencement Date shall occur, in order that each subsequent Lease Year hereunder shall coincide with the calendar year. Each subsequent Lease Year shall commence on the day immediately following the last day of the preceding Lease Year, and shall continue for a period of twelve (12) full calendar months.
  - F. Minimum Rent: The minimum rent payable during the Term, as follows:
  - (1) From the Commencement Date to the date that is four (4) months after the New Rent Commencement Date, equal monthly installments in the amount of THREE HUNDRED THREE AND 03/100 DOLLARS (\$303.03).
  - (2) Commencing on the date that is four (4) months after the New Rent Commencement Date and for the first Lease Year, equal monthly installments in the amount of TWO THOUSAND SIX HUNDRED SIXTY-SIX AND 66/100 DOLLARS (\$2,666.66). Thereafter, on the first day of the second

7/12/00 4:56 PM

WASHINGTON #21341 v 6

6.B.T

- (2<sup>nd</sup>), third (3<sup>rd</sup>), fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) Lease Years, the Minimum Rent shall be adjusted for the following Lease Year by the CPI adjustment described in Section 7 below.
- (3) On the first day of the sixth (6<sup>th</sup>) Lease Year, and upon the expiration of each period of five (5) consecutive Lease Years thereafter during the Term, the Minimum Rent shall be increased by three percent (3%) for the succeeding period of five (5) Lease Years.
- G. New Rent Commencement Date: The date upon which "Landlord's Work" (as defined in Section 3) is substantially completed; i.e., upon receipt of a Certificate of Substantial Completion from the Corps of Engineers, and provided that all utilities to be delivered to the Premises are then in working order.
- H. Percentage Rent: For each Lease Year commencing with the sixth (6<sup>th</sup>) Lease Year:
  - (i) with respect to all "Gross Non-Taxable Sales" (as defined in Section 7), an amount equal to 6/10 of one percent (0.6%) of the excess of (A) Tenant's Gross Non-Taxable Sales for the Premises during the Lease Year, over (B) the "Non-Taxable Base Amount," which means the average of actual Gross Non-Taxable Sales for the Premises for the first five (5) Lease Years; and
  - (ii) with respect to all "Gross Taxable Sales" (as defined in Section 7), an amount equal to 6/10 of one percent (0.6%) of the excess of (A) Tenant's Gross Taxable Sales for the Premises during the Lease Year, over (B) the "Taxable Base Amount," which means the average of actual Gross Taxable Sales for the Premises for the first five (5) Lease Years.
- I. Permitted Uses: The retail sale of seafood (fresh and prepared) and of fresh produce, including accessory items such as cole slaw, french fries, and the like, or any other use consistent with and permitted by the 1913 Federal legislation creating the Project and appointing the District of Columbia as manager of the Project. Notwithstanding the foregoing, (i) prepared food shall be sold only on a "takeout" basis; and (ii) there shall be no serviced tables situated within the Premises or in the Common Area unless plans for same shall have been approved by Landlord and unless Landlord and Tenant shall have executed an amendment hereto providing for a change to restaurant use and, among other things, revising the Percentage Rent payable hereunder in respect of the portion of the Premises to be devoted to such restaurant use. As to clauses (i) and (ii) above, Landlord shall enforce parallel restrictions on all other tenants within the Project.
- J. Premises: The spaces in the Project identified on Exhibit A as Nos. 1, 2, 3, and 4. The Premises consist of an area on the surface of the water sufficient to moor three Barges to the concrete pier [one in No. 2 ("Barge 2"), one in No. 3 ("Barge 3"), and one in No. 4 ("Barge 4")]. Barge 2 shall have no more than 39 linear feet, Barge 3 shall have no more than 65 linear feet, and,

subject to the immediately succeeding sentence, Barge 4 shall have no more than 71 linear feet. Landlord and Tenant acknowledge and agree that Landlord has determined that the space identified on Exhibit B as Space No. 1, as presently configured, is not suitable or available for retail sales. Accordingly, although Tenant shall have the right, at any time during the Term, to expand its existing Barge 2, or to install a new barge, in the area comprising Space No. 1, Tenant shall not have the right hereunder to utilize any of the sea wall frontage abutting Space No. 1 for the sale of goods or services, unless Landlord later determines that Space No. 1 has become suitable or available for retail sales. In the event that Landlord makes such a determination regarding Space No. 1, Tenant shall have the option to expand its existing Barge 2, or to install a new barge, in the area comprising Space No. 1, provided such alterations satisfy the requirements of Section 13 below, and provided Tenant executes and delivers an amendment to this Lease acknowledging the resulting increase in frontage created by such alterations, and agreeing to increase the Minimum Rent and Tenant's Proportionate Share of Common Area Operating Costs proportionate to the increased linear feet of frontage.

- K. Project: The Municipal Fish Wharf located between 11<sup>th</sup> and 12<sup>th</sup> Streets, south of Maine Avenue, S.W., Washington, D.C. The Project includes the portion of the Potomac River in which the tenants' barges are moored. A site plan of the Project is attached as <u>Exhibit B</u>. A certified survey of the Project, to include references to all Lots and Squares, or portions thereof, included within the Project, has been commissioned and will be delivered to the parties upon completion, at which time a legal description of the Project shall be initialed and attached hereto as a substitute and replacement for the existing <u>Exhibit B</u>.
- L. Security Deposit: \$2,666.66, which shall be due and payable within thirty (30) days after the effective date of this Lease.
- M. Tenant Committee: A committee representing the tenants of the Project and composed of one representative to be named by each such tenant. The Tenant Committee shall cooperate with the Management Agent to be retained for the Project, as provided herein, to carry out the operation, maintenance, and repair of the Common Areas of the Project. The Tenant Committee may, at its option, elect to operate by means of a limited liability company or other legal entity. All matters requiring decisions by the Tenant Committee shall be decided on the basis of a simple majority. Voting on all such matters by Tenant and the other tenants of the Project shall be based upon the "Proportionate Share" (hereinafter defined) of each.
- N. Tenant's Proportionate Share: 21.03%, which equals the percentage that the number of linear feet of frontage in the Premises bears to the number of linear feet of frontage in the Project. If the number of linear feet of frontage in the Project changes, Tenant's Proportionate Share will be adjusted accordingly.
- O. Term: The period that begins on the Commencement Date and ends thirty (30) Lease Years after the New Rent Commencement Date, unless sooner terminated pursuant to this Lease. Tenant acknowledges that it has no right hereunder to renew or extend the Term hereof, or to negotiate for a renewal of the Term hereof. However, Landlord acknowledges that nothing contained herein shall prevent Tenant hereafter from seeking to obtain any such rights.

- P. Prohibited Use: Anything herein to the contrary notwithstanding, Tenant covenants that during the term of this Lease, (1) it shall not engage in the business of fish cutting or oyster shucking, nor shall it offer non-alcoholic beverages from vending machines; provided, that the provisions of this Section 1.P shall be enforceable only during such times as Virgo Fish House, its successors or permitted assigns, shall engage in the activities described herein at other premises within the Project; and (2) it shall not engage in the sale of liquor for consumption off the Premises. It is understood and agreed that the foregoing prohibition on oyster shucking is intended to apply only to the shucking of oysters conducted as an independent business, and shall not apply to the shucking by Tenant of oysters sold by Tenant.
- Q. Restrictions on Sales. The following restrictions shall appear in all Leases of Barge Spaces within the Project. In the particular Lease or Leases to which any such restriction pertains, such provision shall act as a restriction imposed and enforceable by Landlord for its benefit, and imposed and enforceable by the other tenants of the Project for their benefit, and accepted by the tenant or tenants occupying the area to which such restriction directly pertains.
- (i) For a period of ten (10) years, expiring on the tenth (10) anniversary of this Lease, the sale of seafood of any type shall be prohibited throughout the rectangular area comprising the southernmost twenty-four feet (24') of Barge 6.
- (ii) For the entire Term of this Lease, the sale of crabs anywhere on Barge 6 or 16 shall be prohibited.
  - 2. Lease of the Premises; Termination of Prior Lease; Tenant's Acceptance of Premises; .
- A. Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term.
- B. Landlord is presently leasing the Premises to Tenant pursuant to an existing lease agreement dated February 20, 1986 (the "Prior Lease"). Effective as of the Commencement Date, the Prior Lease shall terminate, and Tenant's use and occupancy of the Premises will be governed by this Lease.
- C. Tenant has accepted delivery of the Premises under the Prior Lease, and at the commencement of the Term hereunder, Tenant shall continue to occupy the Premises in their "as is" condition, subject to Section 3. Effective as of the Commencement Date, Tenant does hereby release, remise, discharge, and forever waive any and all claims, actions, or causes of action, whether known or unknown, arising from or relating to the Prior Lease that Tenant has or may have against landlord, or its affiliated entities, predecessors, successors, assigns, legal representatives, agents, employees, servants, attorneys, officers, or other representatives.

## 3. Landlord's Work.

- A. Landlord has been allocated \$3,000,000 from the federal government (the "Federal Appropriation") to make improvements to the Project and to the marina located next to the Project at 1300 Maine Avenue. Landlord and Tenant have heretofore agreed upon the nature of the improvements to be made to the Project with the Federal Appropriation and such other sources of funding as may be available to landlord, all as embodied in the Work Orders issued by the Corps of Engineers and reviewed and approved by Landlord and Tenant, and attached hereto as Exhibit D. (The improvements to be made to the Project with the Federal Appropriation and such other sources of funding as may be available to Landlord are referred to hereafter as "Landlord's Work.") Landlord shall have no obligation to spend any funds to complete Landlord's Work in excess of the Federal Appropriation and such other sources of funding as may be available to Landlord.
- B. After Landlord's Work has been determined in accordance with subsection A above, Landlord will complete construction of Landlord's Work in a good and workmanlike manner and in accordance with requirements of governmental authorities. Tenant shall be consulted with regard to materials and structural details of Landlord's Work, but the final choice thereof shall be in Landlord's sole discretion. Except for Landlord's Work and except as provided in Section 9, Landlord shall not be required to make any repairs or improvements to the Project.
- C. Landlord shall use reasonable commercial efforts to complete Landlord's Work by June 30, 2001, but shall have no liability to Tenant if it is unable to complete Landlord's Work by that date or by any other date. Within five (5) days after the New Rent Commencement Date, Tenant shall execute and deliver to Landlord a Certificate of Acceptance, in the form attached hereto as Exhibit C.
- D. Landlord's Work shall comply with ADA requirements, as well as all other applicable Federal and local governmental requirements.

## 4. [Intentionally Omitted]

#### 5. Minimum Rent.

- A. During the Term, Tenant shall pay all rent, without demand and without setoff, counterclaim, recoupment or other reduction, to the "Management Agent" (defined below) for the Project, including Minimum Rent in monthly installments as set forth in Section 1.F. All monthly installments of Minimum Rent shall be payable in advance on the first day of each month, except that the first payment shall be due on the New Rent Commencement Date. If the Commencement Date or the New Rent Commencement Date is not the first day of a month, the rent for the months in which those dates fall shall be prorated.
- B. On or before the New Rent Commencement Date, the Tenant Committee shall select, following consultation with, and with the approval of, the Landlord, a "Management Agent" that shall be charged with responsibility for the operation, maintenance, repair, and replacement of all elements of the Common Areas and the orderly operation of the Project. The Management Agent, throughout the term of its employment as such with respect to the Project: (1) shall maintain insurance that includes employee dishonesty or fidelity coverage in an amount at least as great as the amount of funds the Management Agent has access to at any time; and (2) shall

covenant not to, and shall not, discriminate against any employee or applicant for employment because of race, creed, color, sexual orientation, physical disability, marital status, or national origin. Landlord, subject to the review and approval, not to be unreasonably conditioned, delayed, or withheld, of the Tenant Committee, shall negotiate and enter into a Management Agreement with the Management Agent. The Management Agreement shall provide that, before payment to Landlord of any amounts due Landlord hereunder: (i) twenty-five percent (25%) of the Minimum Rent and all other Rent from this Lease and all other leases of premises within the Project shall be placed in an interest-bearing escrow account with the Management Agent as a reserve for future capital expenditures in respect of the Common Areas, of which as much as one-fifth (1/5) (or five percent (5%) of the Minimum Rent) may be used for advertising the Fish Wharf in local media and signage in Common Areas, although it is acknowledged by the parties that establishing reasonable reserves for capital needs shall have priority; (ii) all "Common Area Operating Costs" shall be paid to, and applied by, Management Agent, as provided in Section 10 below; and (iii) Management Agent shall deduct the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Accounting Reserve") from the Rent payable hereunder and shall deposit the same in a reserve account to remain available for purposes paying any accounting or auditing charges incurred by Landlord under Section 7.D below from time to time. As and when funds in the Accounting Reserve are expended, Management Agent shall again deduct sufficient monies from the Rent payable hereunder to replenish the Accounting Reserve to the level established above.

C. No payment by Tenant of a lesser amount than the monthly installment of rent or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord and satisfaction. Landlord may accept any check for payment without prejudice to Landlord's right to recover the balance of the rent due or to pursue any other remedy available to Landlord.

## 6. Late Charges.

Any rental or other payment due from Tenant hereunder which is not received when due shall be payable by Tenant to Landlord, without demand, with interest from the due date until paid at the rate of fifteen percent (15%) per annum (1-1/4% per month), but no less than One Hundred Dollars (\$100.00), and Tenant shall reimburse Landlord for reasonable attorneys' fees, if any, incurred by Landlord by reason of Tenant's failure to make timely payment. In addition, Tenant shall pay Landlord a \$100.00 fee for each check received by Landlord which is returned by Tenant's bank unpaid.

## 7. Additional Rent: CPI Adjustment; Percentage Rent.

A. Upon the first (1st) day of the second (2<sup>nd</sup>) Lease Year, and upon each anniversary thereof through the first day of the sixth (6<sup>th</sup>) Lease Year (each, an "Adjustment Date"), the Minimum Rent herein provided shall be adjusted to reflect increases in the Consumer Price Index (as defined in Section 1.D above). Such adjustment shall be accomplished by multiplying the Minimum Rent by a fraction, the numerator of which shall be the Consumer Price Index as of the most recent date prior to such Adjustment Date, and the denominator of which shall be the Consumer Price Index as of the most recent date prior to the New Rent Commencement Date;

provided, however, that in no event shall the Minimum Rent be reduced as a result of such adjustment below the Minimum Rent for the immediately preceding year. The increased Minimum Rent established pursuant to this Section 7 shall continue in effect as, and for all purposes of this Lease be defined as, the Minimum Rent until again increased as herein provided. [As an example, to calculate the adjustment in Minimum Rent on the first day of the second  $(2^{nd})$  Lease Year, assuming that (x) the annual Minimum Rent is \$30,000.00; (y) the CPI Index is at 175 at the time of the New Rent Commencement Date; and (z) the CPI Index is at 185 at the time of the first day of the second  $(2^{nd})$  Lease Year, then the adjustment to Minimum Rent would be calculated as follows:  $(\$30,000.00) \times (185/175) = (\$30,000) \times (1.057) = \$31,710.$ 

- B. Within seventy-five (75) days after the end of each Lease Year beginning with the sixth (6<sup>th</sup>) Lease Year, Tenant shall pay to Landlord, as additional rent, within seventy-five (75) days after the end of each Lease Year, Percentage Rent calculated in accordance with Section 1.H. Tenant's annual payment of Percentage Rent shall be accompanied by a financial statement (the "Annual Statement"), signed by Tenant and reviewed by an independent certified public accountant, showing the "Gross Sales," "Gross Taxable Sales," and "Gross Non-Taxable Sales" (as such terms are defined in Section 6.B) and the Percentage Rent for the Lease Year.
- C. "Gross Sales" means the gross amount charged for all sales or services made upon or from the Premises, including any rent or other sum received by Tenant from licensees or concessionaires. "Gross Non-Taxable Sales" means the amount of Gross Sales, minus the amount of all sales and services that shall be subject to, and with respect to which Tenant shall pay, District of Columbia Sales and Use Tax. "Gross Taxable Sales" means the amount of Gross Sales minus the amount of Gross Non-Taxable Sales. Each sale shall be valued at the actual sales price charged the customer, even if the sale is a credit or installment sale, and reported in full in the month in which the sale occurs, even if full payment is not received at the time of the sale.
- D. Tenant shall furnish to Management Agent, simultaneously with the filing thereof with the District of Columbia, copies of the Sales and Use Tax Returns currently required to be filed by Tenant in respect of prepared foods and other taxable goods sold by Tenant within the Premises. In addition, Tenant shall prepare, file with the District of Columbia, and make simultaneously available to Landlord informational returns in respect of all raw foods and other goods sold by Tenant within the Premises. Such records shall be open to inspection and audit by Landlord or its accountants. If any audit discloses a deficiency in payment of Percentage Rent, Tenant shall immediately pay Landlord the deficient amount, together with interest thereon at the rate of fifteen percent (15%) per annum from the date such Percentage Rent should have been paid. If a discrepancy of three percent (3%) or more in the reported amount of Gross Sales is uncovered as a result of any audit, Tenant shall reimburse Landlord for the cost of the audit (including the cost of Landlord's accountant). Landlord shall bear the cost of any audit in which no discrepancy or a discrepancy of less than three percent (3%) shall be found (including the cost of Tenant's accountant). Except to the extent required by law or required to exercise its rights hereunder, Landlord shall maintain the confidentiality of all information furnished by Tenant pursuant to this Section 7.D or otherwise made available to Landlord in connection with the exercise of its rights under Section 7.B above.

#### 8. Utilities.

During the Term, Tenant shall pay directly to the supplier all charges for water, sewer, gas, electricity, telephone and other utilities used upon the Premises. Expenses for maintenance of utility meters shall be borne by Tenant, and if Landlord pays any such expenses, Tenant shall reimburse Landlord promptly upon demand. Landlord shall not be liable for any failure to furnish or for any interruption of utility services, unless caused by the gross negligence of Landlord or Landlord's agents. Upon Tenant's request, Landlord shall furnish a copy of the surety bond or indemnity agreement from any contractor performing work in the Project.

## 9. Common Areas; Employee Parking.

- A. Landlord grants to Tenant the right, in common with other tenants in the Project, to use the Common Areas during the Term. Such right of use shall be deemed a license coupled with an interest, and shall subsist until the expiration or the earlier termination of the Term. After completion of Landlord's Work, and with the approval of the Tenant Committee, Landlord may change the size, location or nature of the Common Areas, and may locate on the Common Areas structures of any type; provided no such structures would materially interfere with access to the Premises across the Common Areas and to and from Maine Avenue. Subject to the terms of the Management Agreement, Landlord shall have exclusive control and management of the Common Areas and Landlord may establish and enforce rules therefor.
- B. Parking, including, without limitation, employee parking, within the Project shall be regulated by the Tenant Committee, which shall promulgate parking regulations to be enforced by the Management Agent; provided, that no area within the Project shall be dedicated to parking for employees of Tenant or any other tenant of the Project; and provided, further, that no parking shall be permitted in any area designated for table space in the plans for Landlord's Work.

## 10. Common Area Operating Costs.

Commencing with the New Rent Commencement Date, Tenant shall pay to Management Agent (as agent for Landlord), as additional rent, Tenant's Proportionate Share of all "Common Area Operating Costs" (as hereafter defined). Common Area Operating Costs means the sum of the following costs and charges incurred by Landlord for each calendar year or part thereof during the Term: (i) "Common Area Costs" (as hereafter defined); (ii) repair and maintenance costs for the structure and exterior of the buildings in the Project, exclusive of improvements located on barges within the Project and exclusive of expenditures that under "generally accepted accounting principles," as that term is defined by the financial Accounting Standards Board, would be capitalized ("Capital Expenditures"); (iii) "Insurance Costs" (as hereafter defined); and (iv) the monthly fee due Management Agent under the Management Agreement. Common Area Costs mean'all costs incurred by Landlord, excluding Capital Expenditures, to operate, maintain, replace and repair the Common Areas, including costs for the following: security services; gardening and landscaping; repairs; painting; striping and sweeping; lighting (including the cost of electricity and maintenance and replacement of exterior fixtures and bulbs); and other utility costs for the public restrooms and other facilities located within the Common Area; refuse removal, including dumpsters; ice and snow removal; equipment and supplies related to Common Area maintenance;

water and maintenance charges for sprinklers and hydrants; any dues, fees or assessments paid by Landlord with respect to storm water management facilities that benefit the Project; and personnel of Management Agent to operate, maintain and repair the Common Areas (including salaries, employment taxes and workmen's compensation insurance for such personnel). "Insurance Costs" mean all insurance premiums and other costs incurred by Landlord in connection with fire and extended coverage, public liability, business interruption, sign, and any other insurance maintained by Landlord relating to the Project.

- B. Landlord shall annually notify Tenant of Tenant's Proportionate Share of Common Area Operating Costs for each calendar year, and Tenant shall pay to Management Agent (as agent for Landlord) such amount in equal monthly installments in advance on the first day of each of the twelve (12) months after the date of such notice, the first such monthly installment to be due on the New Rent Commencement Date. If the New Rent Commencement Date is a date other than the first day of a month, Tenant's Proportionate Share of Common Area Operating Costs for that month shall be prorated. Landlord shall annually submit to Tenant a statement showing the actual Tenant's Proportionate Share of Common Area Operating Costs for the prior calendar year, the amount paid by Tenant, and the balance due or overpayment. The balance due shall be paid by Tenant to Management Agent (as agent for Landlord), or the overpayment shall be paid by Landlord to Tenant, without interest, within thirty (30) days after the date of the statement. Tenant may, upon reasonable notice, examine Project records at the office of the Management Agent during ordinary business hours to verify the statement for the immediately preceding year, but such examination shall not excuse the timely payment of Tenant's Proportionate Share of Common Area Operating Costs.
- C. The Tenant Committee, in conjunction with the Management Agent, shall prepare an annual budget for operation of, and any contemplated repairs and replacements of, the Common Areas, which shall be made available for the review and reasonable approval of Landlord. As and when capital expenditures are required, the Tenant Committee, in conjunction with the Management Agent, shall prepare a scope of work and budget therefor, and shall submit same to Landlord for approval, which shall not be unreasonably withheld. Until the New Rent Commencement Date, Tenant, in conjunction with the other tenants of the Project, shall continue to be responsible for and pay operating costs of the Project in the same manner as has been the case before the date of this Lease, subject to adjustment for any changes being implemented currently in tenants' respective Proportionate Shares.

## 11. Use of Premises.

- A. Tenant shall use the Premises exclusively for conduct of the business set forth in Section 1.I.
- B. Tenant shall keep the Premises open for business at least forty-five (45) hours per week, excluding any closures caused by fire, natural disasters, or other casualties, required by the Landlord's Work or by repair or renovation work by Tenant, or by dredging activity required by the terms of this Lease.

C. Tenant shall comply with all laws, ordinances, rules and regulations pertaining to the use and occupancy of the Premises, including the Americans with Disabilities Act and other laws relating to the use of the public areas of the Premises by individuals with disabilities. Tenant shall not permit any act upon the Premises which (i) disturbs tenants of the Project or injures the reputation of the Project, (ii) subjects Landlord to liability for injury or damage to persons or property, or (iii) invalidates any insurance policy pertaining to the Project.

#### 12. Signs.

- A. Landlord consents to Tenant's existing exterior signage ("Tenant's Signage") which is in place on the date hereof on Barges 2, 3, and 4. Any changes to Tenant's Signage shall be subject to Landlord's approval, which shall not be unreasonably withheld.
- B. Tenant shall maintain Tenant's Signage in good repair, and shall replace it when needed so that Tenant's Signage is in good condition at all times. If Tenant fails promptly to perform its obligations under this Section, Landlord may perform the repairs, replacements or removal, at Tenant's expense, and Tenant shall reimburse Landlord for the cost thereof promptly upon demand.

#### 13. Alterations.

Tenant may alter the Barges, provided such alterations shall not harm the Project and must comply with all applicable Federal and local building codes, regulations and laws, and provided that any alteration that includes an expansion of the horizontal space covered by such Barges, or the amount or location of the frontage currently occupied by such Barges for purposes of effecting sales to the public, shall require the written consent of Landlord. Provisions identical to the foregoing provisions of this Section 13 shall appear in all Leases of Barge Space within the Project.

## 14. Fixtures and Equipment.

All of Tenant's equipment, furniture, and moveable trade fixtures shall remain Tenant's property, and Tenant shall have sole responsibility therefor. Tenant may remove them at any time prior to expiration of the Term, provided that Tenant is not then in default under this Lease and provided further that Tenant repairs any damage to the Premises occasioned by removal.

## 15. Tenant's Maintenance; Condition of the Premises.

- A. Tenant shall, at all times throughout the Term, at its cost, put, keep and maintain the Barges and Premises and every improvement located thereon in good order, condition and repair, except for reasonable wear and tear, condemnation and casualty loss. As used herein, "repairs" shall include replacements, restorations and/or renewals, when necessary or appropriate to keep the Barges and Premises in good order, condition and repair at all times throughout the Term. All repairs shall be made in a first class workmanlike manner. In addition, Tenant shall keep and maintain the Barges and Premises in a clean and orderly condition, free of dirt, rubbish, snow and ice. The necessity for and adequacy of repairs to the Barges and Premises shall be measured by the standard that is appropriate for a first class wharf and fish market.
- B. Tenant shall deposit its refuse in the compactor, dumpster or other trash receptacle supplied by Landlord for Tenant's use as of the Commencement Date. Throughout the Term, the Tenant Committee shall provide compactors or dumpsters and/or trash collection service, the cost of which shall be included among the Common Area Costs. Tenant shall not use the compactors, dumpsters or trash collection service for discarding "Hazardous Materials" (as such term is defined below). Tenant, at its expense, shall dispose of its Hazardous Materials in accordance with applicable federal, state and local laws and regulations. "Hazardous Materials" means all substances declared to be hazardous, toxic or infectious under any applicable law or regulation.
- C. Tenant shall cooperate with the other tenants of the Project, if given reasonable notice, in arranging for movement of the Barges as necessary to accommodate the maintenance, repair, and replacement of Barges and the dredging of submerged areas within the Project. All dredging activities shall be carried out and concluded as quickly as is commercially reasonable in the circumstances. Provisions identical to the foregoing provisions of this Section 15.C shall appear in all leases of Barge Space within the Project. It is the intent of the parties that all tenants of the Project shall have the rights of third-party beneficiaries with respect to the provisions of this Section 15.C.

## 16. Landlord's Right of Entry.

Landlord and its agents may enter the Premises at reasonable hours to inspect or exhibit them; to place and maintain a "FOR RENT" sign thereon at any time within six (6) months prior to termination of the Term; or to enter them after Tenant defaults hereunder, and alter, repair or otherwise prepare the Premises for reoccupancy.

## 17. Tenant's Indemnity; Insurance.

A. Landlord shall not be liable for, and Tenant shall protect, defend, indemnify and hold Landlord harmless from and against, any liability or claim (including attorneys' fees) in connection with any injury or loss to any person or property (i) arising within the Premises, unless caused by the gross negligence or willful misconduct of Landlord, or (ii) arising out of any act or omission of Tenant or its agents or contractors.

- Throughout the Term, Tenant shall maintain, with a company licensed to sell B. insurance in the District of Columbia, (i) commercial general liability insurance (the "Liability Policy") with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate combined for all locations in which Tenant operates its business in a form providing occurrence basis coverage; and (ii) an all-risk policy of insurance covering the Barges and all trade fixtures, equipment and personal property kept at the Premises, in an amount not less than the full replacement value of said items. All such insurance policies shall (i) be written as primary coverage and not contributing with or in excess of any coverage that Landlord may carry; (ii) contain an express waiver of any right of subrogation by the insurer against Landlord; and (iii) provide that the insurance policy may not be cancelled unless Landlord has been given thirty (30) days' prior written notice. Notwithstanding the foregoing, the Liability Policy shall be increased at the end of each period of five (5) Lease Years during the Term by an amount equal to the increase in the Consumer Price Index during such period. In addition, Tenant's Liability Policy shall (i) list as additional insured Landlord and any other parties with an insurable interest in the Premises designated by Landlord, and (ii) be endorsed to require the insurance carrier to notify Landlord in writing of any losses charged against the policy. Before the Term commences, and before any such insurance policy expires, Tenant shall deliver to Landlord a certificate of insurance for each policy or renewal thereof that Tenant is required to maintain under this Section. If Tenant fails to maintain any insurance required by this Section, Landlord may obtain such insurance, and any premium paid by Landlord shall be immediately payable by Tenant to Landlord as additional rent.
- C. Neither party shall be liable to the other or to any insurer (by way of subrogation or otherwise) for any loss or damage, even though such loss or damage may have been occasioned by the negligence of such party, if such loss was covered by an insurance policy containing an endorsement to the effect that any such release by the insured shall not adversely affect the insured's right to recover for such loss, and that the insurer waives its right of subrogation.

## 18. [Intentionally Omitted].

## 19. Assignment and Subletting.

A. Tenant shall not assign, transfer, mortgage or otherwise encumber this Lease or sublet or otherwise permit others to use all or any part of the Premises, whether voluntarily, by operation of law or otherwise (collectively, an "Assignment"), without the prior written consent of Landlord, which Landlord may withhold in its absolute discretion. However, Landlord shall not withhold its consent if such assignee, transferee, subtenant or occupant (collectively, the "Assignee") is financially capable of satisfying its obligations under this Lease, and shall have previously and successfully sold seafood at retail. Any attempted Assignment shall be void and confer no rights upon any third party. If an Assignment is effected in violation of the terms of this Lease, Landlord may collect rent from the Assignee and apply the net amount collected to the rent herein reserved, but no such Assignment or collection shall be deemed a waiver of this covenant, acceptance of the Assignee as tenant, or release of Tenant hereunder. In addition, if Landlord consents to an Assignment, Tenant shall pay Landlord One Thousand and No/100 Dollars (\$1,000.00) (the "Assignment Fee") as payment for legal fees and costs incurred in connection with

the preparation of the documents to effectuate the Assignment. The Assignment Fee shall be paid to Landlord prior to the preparation of the Assignment documents. The following events shall also constitute an Assignment: (a) if Tenant is a corporation, the transfer of more than fifty percent (50%) of the voting stock of Tenant, or (b) if Tenant is a partnership, the transfer of more than fifty percent (50%) of the partnership interests of Tenant or the transfer of any general partnership interest of Tenant. This clause shall not be interpreted to preclude an Assignment to siblings and direct descendants of individuals owning, as of the Commencement Date, a majority of the voting stock of Tenant, or a transfer to a new entity as a result of a reorganization that does not result in a change in beneficial ownership.

- B. If Landlord approves an assignment or subletting, Tenant shall pay to Landlord, as and when received by Tenant, an amount equal to 50% of the difference between (i) all sums paid to Tenant by or on behalf of such assignee or subtenant under the assignment or sublease, and (ii) the Rent paid by Tenant under this Lease and attributable to the portion of the Premises assigned or sublet.
- C. In addition to the foregoing, if Tenant notifies Landlord that Tenant desires to assign a portion of this Lease or sublet a portion of the Premises (the "Proposed Sublet Space"), Landlord shall have the option to regain possession of the Proposed Sublet Space and amend this Lease to exclude the Proposed Sublet Space and effect a proportionate reduction in Minimum Rent and Tenant's Proportionate Share based upon the relative size of the Premises as so reduced. All other terms and conditions of this Lease shall remain in effect and applicable to the Premises as reduced, and Tenant shall execute documents to effect such amendment at Landlord's request. If Landlord does not exercise its right to regain possession of the Proposed Sublet Space, Tenant may seek an acceptable assignee or subtenant for a sublease term no longer than that set forth in Tenant's notice. If Tenant does not find an assignee or subtenant acceptable to Landlord within 120 days from the date of Tenant's most recent notice, Tenant may not enter into any assignment or sublease without first submitting a new notice to Landlord and affording Landlord an opportunity to amend or terminate this Lease as set forth above.

## 20. [Intentionally Omitted].

## 21. Tenant's Defaults.

Tenant shall be in default under this Lease if Tenant (a) fails to pay any rent or other sum required hereunder within twelve (12) days after its due date; or (b) fails to maintain any insurance required hereunder; or (c) abandons the Premises or fails to conduct business therein for a period of fifteen (15) or more consecutive days, absent a casualty and then only after allowing a period of as much as six (6) months in which to replace the affected Barge; or (d) assigns this Lease or sublets all or any portion of the Premises in violation of Section 19; or (e) fails to continue to operate its existing businesses on Barges 2, 3, and 4; or (f) files for relief under the United States Bankruptcy Code (the "Bankruptcy Code") or under any other state or federal bankruptcy or insolvency law, or Tenant files an assignment for the benefit of creditors, or if an involuntary proceeding under the Bankruptcy Code or under any other federal or state bankruptcy or insolvency law is commenced against Tenant; or (g) defaults in any other obligation herein and such default is not remedied within thirty (30) days after written notice of the default from Landlord; provided,

however, that Tenant's failure to perform any non-monetary obligation set forth in this Lease on its part to be performed three (3) or more times in any twelve (12) month period shall effect an immediate default, and Landlord thereupon may exercise any remedy set forth in Section 22 below without affording Tenant any opportunity to cure such default.

## 22. Landlord's Remedies in Case of Tenant's Default.

- A. At any time after Tenant's default under this Lease, Landlord may (i) terminate this Lease upon notice to Tenant or by any available judicial process; and/or (ii) re-enter the Premises (with or without terminating the Lease), remove all property, which may include towing the Barge or Barges and storing same, at Tenant's expense without being deemed guilty of trespass and without liability for any loss or damage, and/or relet or otherwise deal with the Premises in any manner which Landlord determines in its sole discretion.
- R Should Landlord terminate this Lease after Tenant's default, Landlord may recover from Tenant all costs (including attorneys' fees) and other damages incurred by Landlord as a result of such default, and, without limiting the generality of the foregoing, (i) all rent to the time of such termination shall be paid by Tenant immediately, together with all expenses (including attorneys' fees) of retaking possession of the Premises, as shall the cost of preparing the Premises for reletting and the costs (including brokerage fees and advertising) of actually reletting same; (ii) Landlord may take all steps, including repair or alteration of the Premises, to prepare the Premises for reletting; (iii) Landlord may relet all or any part of the Premises for such term, at such rental, and upon such conditions as Landlord deems advisable; and (iv) Tenant shall pay to Landlord, as liquidated damages, for each month during the balance of the Term (but for termination of the Lease by Landlord), any deficiency between (a) all rent and additional rent herein reserved for each such month, and (b) the net rent for each such month collected upon any reletting. Alternatively, if Landlord terminates this Lease at any time after Tenant's default, Landlord may elect, in addition to the damages described in clauses (i) - (iii) of the preceding sentence, and the damages due under clause (iv) up to the time of said election, to recover from Tenant the value at the time of said election of the excess, if any, of all rent and additional rent due under this Lease for the remainder of the Term (but for termination of the Lease by Landlord) over the then reasonable rental value of the Premises for that period.
- C. If Landlord elects not to terminate this Lease after Tenant's default, Tenant shall continue to be liable for all rent and additional rent due hereunder, in addition to all costs (including attorneys' fees) and other damages arising from Tenant's default.
- D. If Tenant abandons the Premises, Landlord may re-enter the Premises without judicial process and relet them, and such re-entry or reletting shall not terminate this Lease, and Tenant shall continue to be liable for all rent and additional rent due under the Lease, in addition to all costs (including attorneys' fees) and other damages arising from Tenant's default.

## 23. Landlord's Right to Cure Tenant's Default.

A. If Tenant shall default in the keeping, observance or performance of any provision or obligation of this Lease, Landlord, without thereby waiving such default, may perform the same for the account and at the expense of Tenant, without notice in a case of emergency and in any other case if such default continues after thirty (30) days from the date of the giving by Landlord to Tenant a notice of intention so to do. Bills for any reasonable expense incurred by Landlord in connection with any such performance by Landlord for the account of Tenant, and bills for all reasonable costs, expenses and disbursements of every kind and nature whatsoever, including attorneys' fees, involved in collecting or endeavoring to collect any sums due hereunder or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, including any such reasonable cost, expense and disbursement involved in instituting and prosecuting any action or proceeding (including any summary dispossess proceeding), may be sent by Landlord to be due and payable in accordance with the terms of said bills, and if not paid when due, the amounts thereof shall immediately become due and payable as Additional Rent under this Lease.

B. No entry in accordance with this Lease by Landlord or its employees, agents or representatives, or by any other party at the direction of Landlord, shall ever be construed or interpreted as an ouster of Tenant from possession or as a constructive eviction or to alter, diminish or abate Landlord's rights under this Lease.

## 24. [Intentionally Omitted].

## 25. Holding Over.

If Tenant lawfully remains in possession of the Premises after the expiration of the Term, Tenant shall be a tenant from month to month, upon all the terms hereof which are not inconsistent with such tenancy; provided, however, that Tenant covenants to pay to Landlord as Minimum Rent during such tenancy one hundred fifty percent (150%) of the Minimum Rent in effect immediately before expiration of the Term, in addition to all other rent and other charges due hereunder. Such tenancy may be terminated by Landlord or Tenant upon thirty (30) days notice.

## 26. Surrender of Premises.

Upon termination of the Term for any reason, Tenant shall remove the Barges and any other property of Tenant, and surrender the Premises to Landlord in the same condition as they were in on the Commencement Date. If Tenant fails to remove the Barges or other property, it shall become Landlord's property or, at Landlord's option, shall be removed and stored at Tenant's expense, without Landlord being liable for trespass, conversion or negligence in respect of such property. If Tenant fails to surrender the Premises in the condition required by this Section, Landlord may restore the Premises to their condition as of the Commencement Date and Tenant shall reimburse Landlord for the cost of the restoration.

## 27. Limitation on Landlord's Liability.

- A. Notwithstanding anything to the contrary in this Lease, (i) Landlord shall not be liable to Tenant for any loss or damage to property which is either covered by insurance or which Tenant is required to insure under this Lease, and (ii) any liability of Landlord to Tenant under this Lease shall be limited to direct damages and shall not include indirect, consequential, incidental, or punitive damages, including any liability to Tenant for lost profits or interruption of business. Tenant shall look to its property damage or business interruption insurance policies, and not to Landlord, its agents or employees for any loss incurred as a result of damage to its property or interruption of its business.
- B. Except for damages resulting from the gross negligence or willful misconduct of Landlord, Landlord shall not be liable to Tenant, its employees, agents or other invitees for any damage, compensation, claim or expense arising from (i) damage or loss to the property of Tenant or others located anywhere in the Project), or (ii) death, accident or injury to persons occurring anywhere in the Project). Landlord shall have no liability to Tenant for any delay in completing Landlord's Work.

#### 28. Notices.

All notices and other communications hereunder shall be in writing, and shall be hand delivered, delivered by a recognized overnight delivery service (e.g., Federal Express), or sent by certified or registered U.S. mail, postage prepaid, to Landlord or Tenant, as the case may be, at the address set forth below. All notices hereunder shall also be delivered to counsel for the party to receive such notice, at the address set forth below, in order to effectuate good and valid notice hereunder.

#### If to Landlord:

Director, District of Columbia Department of Housing and Community Development 801 North Capitol Street, N.E. 8<sup>th</sup> Floor Washington, D.C. 20002

With a required copy to:

Andrew Ridley, Esquire Assistant Corporation Counsel 801 North Capitol Street, N.E. 7<sup>th</sup> Floor Washington, D.C. 20002

If to Tenant:

Pruitt's Scafood, Inc.

C/o Stewart B. Pruitt, President 8344 Seaside Road P.O. Box 921 Nassawadox, Virginia 23413

With a required copy to:

Gordon S. Vincent, Esquire Vincent, Northam & Lewis 23391 Front Street P.O. Box 90 Accomac, Virginia 23301

Either party may designate in writing a change in its notice address, which shall be effective ten (10) days following receipt of such writing by the other party. Notices which are delivered in person shall be deemed given when received. Notices which are mailed shall be deemed given on the date they are mailed. Notices which are sent by overnight delivery service shall be deemed given on the date they are deposited with the delivery service.

## 29. Quiet Enjoyment.

As long as it is not in default under this Lease, Tenant may peaceably and quietly enjoy the Premises for the Term without hindrance, ejection or molestation by Landlord or anyone claiming or acting by or through Landlord.

## 30. Security Deposit.

Tenant has deposited with Landlord the sum set forth in Section 1.L (the "Security Deposit") as security for performance of Tenant's obligations hereunder. Upon appointment of the Management Agent, the Security Deposit shall be transferred to an interest-bearing escrow account to be maintained by the Management Agent hereunder. Upon the request of Tenant, the Management Agent shall distribute to Tenant, on an annual basis, all interest accrued on the Security Deposit from the time of its deposit or the time of the immediately preceding distribution, as the case may be. The Security Deposit shall be returned to Tenant, with interest, within forty-five (45) days after the expiration of the Term, provided that Tenant has discharged all such obligations. Landlord may apply the Security Deposit to cure any default of Tenant, and Tenant shall deposit with Landlord the amount applied within thirty (30) days after written demand.

## 31. [Intentionally Omitted].

#### 32. Rules and Regulations.

Tenant will comply with the Rules and Regulations set forth on Exhibit E, and with any other reasonable rules and regulations as Landlord adopts for the Premises. Such rules and regulations shall not unreasonably interfere with the conduct of Tenant's business. In particular instances, where in Landlord's reasonable judgment such rules and regulations may be infeasible, Landlord shall have the right to modify or waive such rules and regulations as they apply to particular other tenants. Any failure by Tenant to comply with any rule or regulation established pursuant to this Lease shall be a default under this Lease subject to Section 21. Landlord shall exercise its rights in respect of the promulgation, revision, and enforcement of Rules and Regulations in a non-discriminatory manner.

#### 33. Waiver of Jury Trial.

Landlord and Tenant hereby waive all right to trial by jury in any claim, action, proceeding or counterclaim by either Landlord or Tenant against the other pertaining to any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use of the Premises.

#### 34. Covenant Against Contingent Fees

Tenant warrants that its has not employed any person to solicit or secure this Lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give Landlord the right to terminate this Lease, or, in its discretion, to add to the rental or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Tenant upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by Tenant for the purposes of securing business, or to Tenant's attorneys' fees. Landlord shall pay any and all commissions and other compensation due to any broker, finder or other person with whom Landlord has dealt with regard to this Lease.

#### 35. Facilities Nondiscrimination.

- A. As used in this section, the term "facility" means the entire Premises.
- B. Tenant agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, sexual orientation, physical disability, marital status or national origin, in furnishing, or by refusing to furnish, to any person or persons the use of any facility, including any and all service, privileges, accommodations and activities provided thereby.
- C. It is agreed that Tenant's noncompliance with the provisions of this Article, as determined by a final, unappealable judgement by a court of competent jurisdiction, shall constitute material breach of this lease Agreement. In the event of such a determination of noncompliance, and Tenant's failure to cure such non-compliance within ten (10) days after such

determination becomes final, Landlord may take appropriate action to enforce compliance, and may pursue remedies as may be provided by law or in equity.

D. Tenant agrees to include, or to require the inclusion of, the foregoing provisions of this section (with terms "The District" and "Tenant" appropriately modified) in every agreement or concession pursuant to which any person other than Tenant operates or has the right to operate the facility. Tenant also agrees that it will also comply with any final, unappealable court order directing Tenant to take any action with respect to any such agreement in order to enforce the processions of this section, including but not limited to termination of the agreement or concession in question; provided, however, that in the event the Tenant becomes involved in or is threatened with litigation with a person as a result thereof, Tenant may request Landlord to enter into such litigation to protect the interest of Landlord.

#### 36. Nondiscrimination in Employment.

- A. In connection with the conduct of business on the Premises, Tenant agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sexual orientation, physical disability, marital status, or national origin. Tenant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex orientation, physical disability, marital status or national origin. Such action shall include, but not limited to the following: employment, upgrading demotion or transfer, recruitment or recruitment advertising, layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, as required by applicable law. Tenant agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by Landlord setting forth the provisions of this nondiscrimination clause.
- B. Tenant will, in all solicitations for advertisements for employees placed by or on behalf of the Tenant, state that qualified applicants will receive consideration for employment without regard to race, creed, color, sexual orientation, physical disability, marital status or national origin.
- C. Tenant will send to each union or representative of workers with which it has collective bargaining agreement(s) or other contracts of understandings a notice to be provided by Landlord in advising the said labor union or worker's representative of Tenant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Tenant will permit Landlord access to their books, records, and accounts, or their agents, for purposes of investigation to ascertain compliance with such rules, regulations and orders, as provided by applicable law.
- E. In the event of any final, unappealable determination by any court or administrative body, of noncompliance of Tenant with the nondiscrimination clauses of this Lease Agreement, and Tenant's failure to cure such discrimination within ten (10) days after

such determination becomes final, this Lease Agreement may be canceled in whole or in part and Tenant may be declared ineligible for further leases with the District of Columbia.

F. Tenant further agrees to insert the foregoing provisions of nondiscrimination in employment in all subcontracts hereunder, unless exempted by rules and regulations or orders of Landlord so that such provisions will be binding and regulations or orders of Landlord so that such provisions will be binding upon each subcontractor or vendor. Tenant will take such action with respect to any subcontract as required by any final, unappealable order of a court or governmental agency of competent jurisdiction in order to enforce such provisions, including sanctions for noncompliance; provided, however, that in the event the Tenant becomes involved in or is threatened with litigation with a subcontractor or vendor as a result thereof, Tenant may request Landlord to enter into such litigation to protect the interest of Landlord.

#### 37. Environment Protection.

- A. Tenant shall not pollute the air, ground or water in, on or under the premises. Tenant shall comply promptly with any laws, regulations, conditions or instructions applicable to the Tenant's business(es) at the Premises, if and when issued by the Environmental Protection Agency, or any Federal, state, or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous material within the Premises in violation or applicable laws or codes is specifically prohibited. Tenant shall require the owners/operators of boats moored at the Premises, including rental boats, to seal all sanitation facilities or such boats against any discharge into the Washington Channel. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Tenant as reasonably appropriate. Tenant shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.
- B. If damage to the environment or natural resources is proximately caused by Tenant's activities at the premises, Tenant shall be liable to restore the damaged resources.

#### 38. Miscellaneous.

- A. Entire Agreement; Joint and Several Liability; Successors and Assigns. This Lease constitutes the entire agreement between the parties concerning the matters set forth herein. If Tenant shall include more than one person, the obligations hereunder of all such persons shall be joint and several. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, heirs and legal representatives.
- B. Interpretation. The named Exhibits are part of this Lease. Section and subsection headings are for convenience only, and not for use in interpreting this Lease. If a court finds any provision of this Lease unenforceable, all other provisions remain enforceable.
- C. Costs; Include; Shall; May. Except as expressly provided otherwise in this Lease, the party obligated or permitted to perform an obligation is also obligated, as between

Landlord and Tenant, to pay the cost of performance. "Include," "includes," and "including" mean considered as part of a larger group, and not limited to the items recited. "Shall" means is obligated to. "May" means "is permitted to."

- D. Waiver. No provision of this Lease is waived by Landlord or Tenant unless waived by them in writing. Landlord's acceptance of rent is not a waiver of any default of Tenant, regardless of Landlord's knowledge of a default when it accepts the rent. No waiver by Landlord or Tenant of any default is a waiver of any other default of the same or any other provision of this Lease.
- E. Rule Against Perpetuities. Notwithstanding any provision in this Lease to the contrary, if the Lease Term has not commenced within three (3) years after the date of this Lease, this Lease shall automatically terminate on the third (3rd) anniversary of the date hereof. The sole purpose of this provision is to avoid any possible interpretation that this Lease violates the Rule Against Perpetuities or other rule of law against restraints on alienation.
- F. Remedies. The rights and remedies mentioned in this Lease are in addition to, and do not deprive a party of any other rights at law or in equity.
- G. No Option. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and this Lease becomes effective only upon execution and delivery of it by Landlord.
- H. Additional Rent. All sums owed by Tenant to Landlord in connection with this Lease which are not otherwise designated as rent shall be deemed to be additional rent.
- I. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the District of Columbia.
- Waiver and Release of Claims. In consideration of the execution and delivery of this Lease by the parties hereto, each of such parties hereto (each, a "Releasing Party") hereby unconditionally releases, remises, acquits, and forever discharges the other party hereto (at such time as such other party shall have executed and delivered this Lease), as well as each of the other tenants of the Project (at such time as each such tenant shall have executed and delivered a Lease containing waiver and release provisions identical to the provisions of this Section 38.J. and provided such tenant shall not have instituted litigation against such Releasing Party after the date hereof and before the date of such Lease) (collectively, the "Released Parties"), from any and all claims, demands, liabilities, damages, losses, costs, expenses, causes of action, covenants, contracts, torts, controversies, agreements, promises, representations, breaches of contract or of obligations to perform, and any other type of conduct or misconduct, whether negligent, intentional or otherwise, whether at law or in equity, whether matured or unmatured, and whether known or unknown, that the Releasing Party, or any person or entity claiming by, through or under the Releasing Party, ever had, now has, or hereafter may have, against any of the Released Parties at any time from the beginning of the world to the date hereof related to, arising out of, or in any manner connected with: (1) the Project, the operations of the businesses within the Project, or the conduct of any of the Released Parties that relates in any manner to the Project; or (2) this Lease or other lease agreements

entered into at any time before the date hereof or simultaneously herewith relating to the Project (collectively, the "Project Leases"), the procurement or negotiation of any of the Project Leases or the terms thereof, or the performance or non-performance by any party under any of such Project Leases.

IN WITNESS WHEREOF, the District of Columbia has caused this Lease to be executed in its corporate name by Arthony A. William its Mayor, and attested by Joseph Wolfe, its Profect Manager, and its seal to be hereunto affixed and does hereby constitute and appoint Arthony A. Williams its true and lawful Attorney-in Fact for it and in its name to acknowledge and deliver this Lease as its act and deed.			
	LANDLORD:		
WITNESS:	THE DISTRICT OF COLUMBIA, as agent for THE UNITED STATES OF AMERICA		
Jroke	By: Cruthon A. Williams  Title: Mayor of the District of Columbia		
Approved for Legal Sufficiency:			
Name: Andrew Essel Ridley Title: Seniar Course	Date: 10/2/01		
IN WITNESS WHEREOF, Pruitt's Seafood, Inc., has caused this Lease to be executed in its corporate name by Stewart B. Pruitt, its Project, and attested by and its seal to be hereunto affixed and does hereby constitute and appoint STENDERT B. PRUITT its true and lawful Attorney-in Fact for it and in its name to acknowledge and deliver this Lease as its act and deed.			
	TENANT:		
ATTEST:	PRUITT'S SEAFOOD, INC., a Virginia corporation		
Jeff Pruits	By: Stevent Part (Seal)  Name: Stevent Proitt  Title: Project		

	DISTRICT OF COLUMBIA, SS.
prov Col <del>200</del> acki	I, Gladys Herring, a Notary Public in and for the District of Columbia, deby certify that Arrihony A. Williams, who is personally well known (or satisfactorily ven) to me to be the person named as the Mayor of the District of umbia, a municipal corporation, in the foregoing Lease, bearing date as of Octavio 1, and hereto annexed, personally appeared before me in the said District of Columbia and nowledged the same to be the act and deed of the District of Columbia, for the purposes thereintained.
	WITNESS my hand and seal this and day of ettelen, 2000. 3h
Му	Ploly (W. Korrig Notary Public Commission expires: 30, 2004
DIS	TRICT OF COLUMBIA, SS.
prov as o	I,
	Columbia and acknowledged the same to be the act and deed of for the coses therein contained.
	WITNESS my hand and seal this day of, 2000.

My commission expires:

Notary Public

ST	ATE	OF	VIR	GINI	Α	22
$\mathbf{O}$	MIL		A Y 7./	WILLY.	Д,	JU.

I, Sordon S. Vincent, a Notary Public in and for the State of Virginia, do hereby certify that Stewart B. Pruitt, who is personally well known (or satisfactorily proven) to me to be the person named as President of Pruitt's Seafood, Inc., a Virginia corporation, in the foregoing Lease, bearing date of April 1, 2001, and hereto annexed, personally appeared before me in the said State of Virginia and acknowledged the same to be the act and deed of Pruitt's Seafood, Inc., for the purposes therein contained.

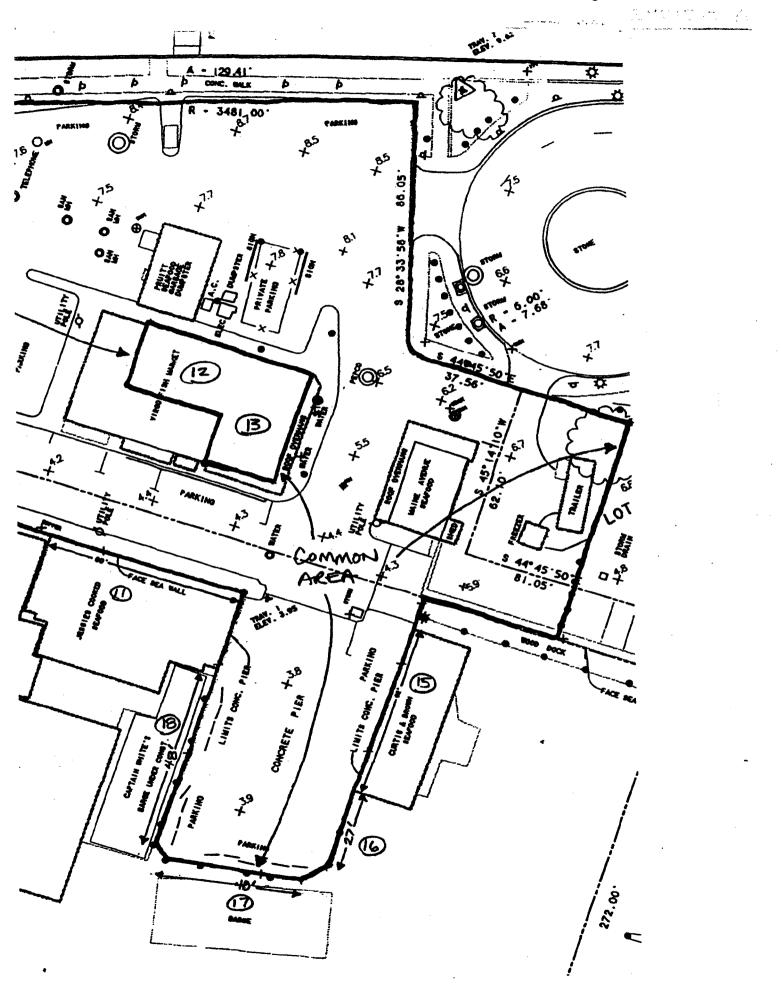
WITNESS my hand and seal this 4th day of \_\_\_\_\_\_\_, 2001.

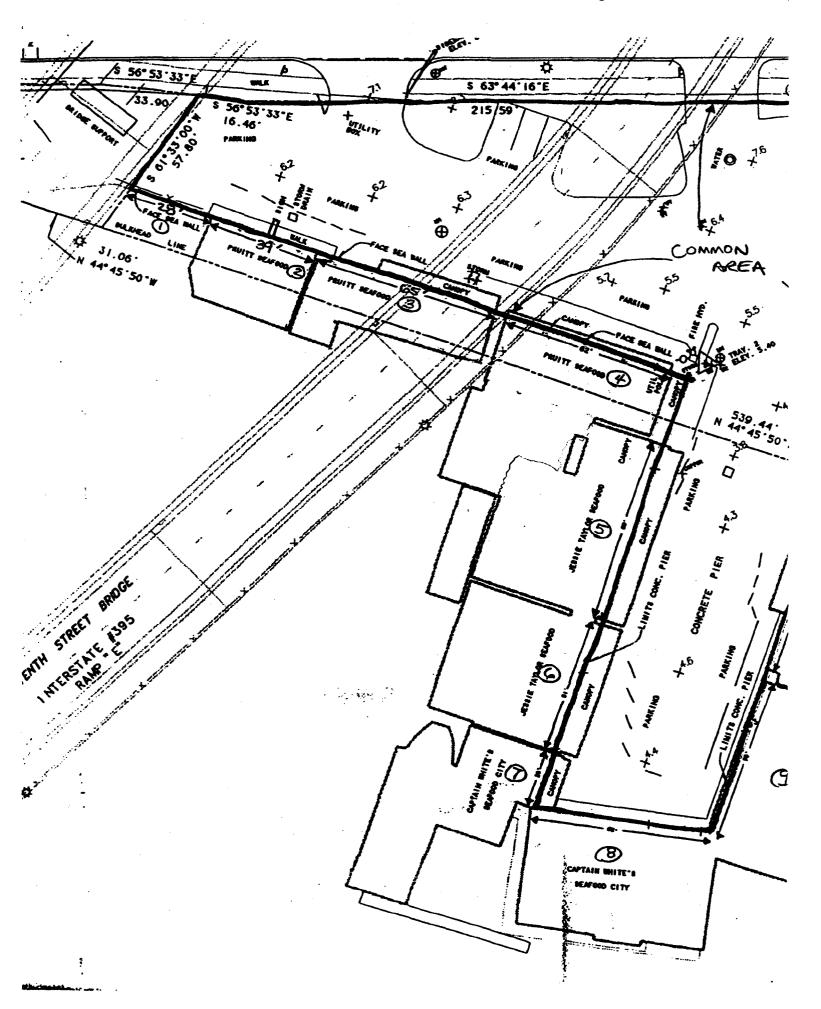
Notary Public

My Commission Expires: Jan. 31, 2003

## **EXHIBIT A**

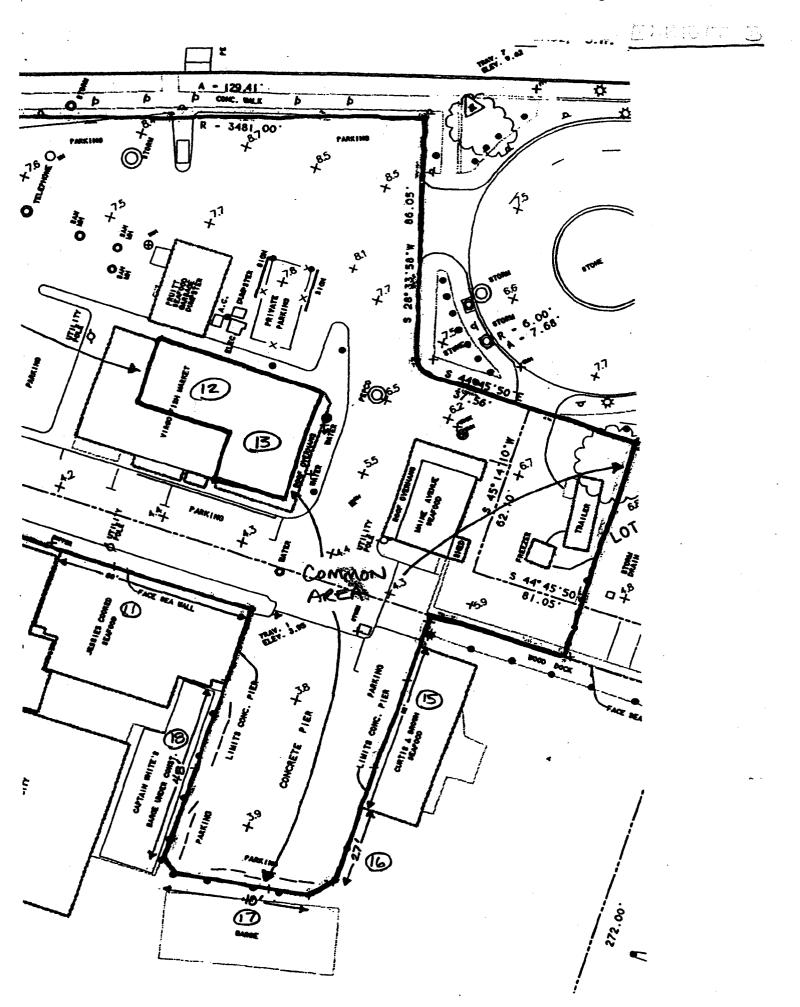
[Outline of Premises -- to be initialed by the parties and attached upon completion of design and engineering for Landlord's Work.]

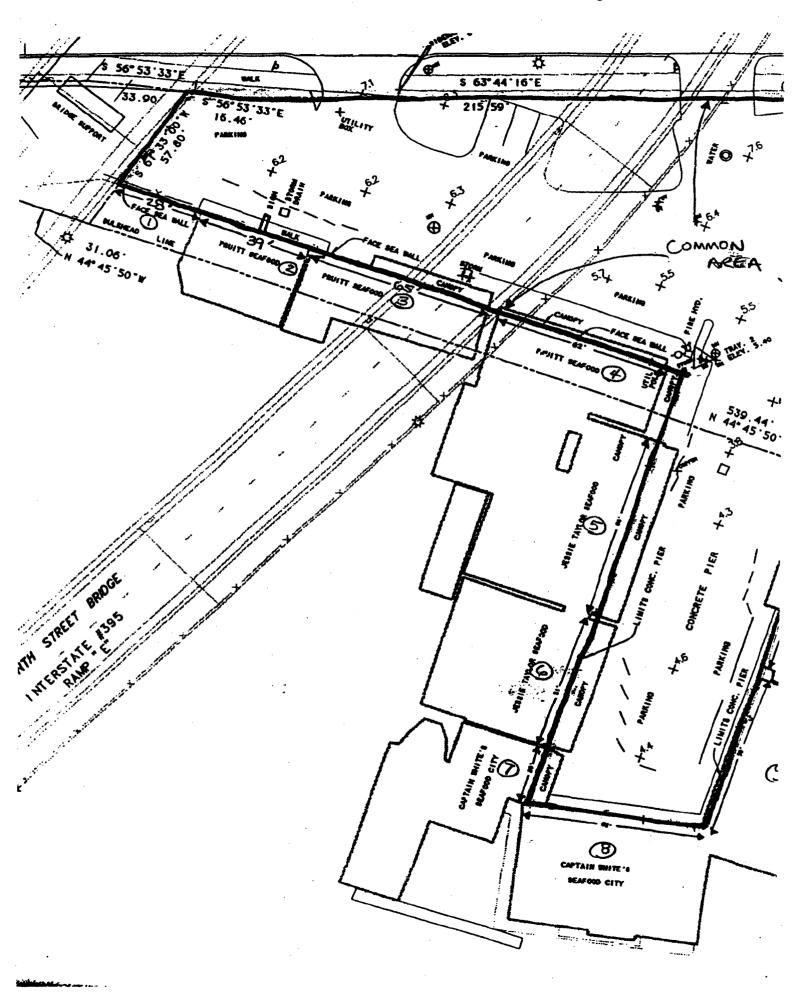




#### EXHIBIT B

[Site Plan of the Project]





#### **EXHIBIT C**

[Certificate of Acceptance – establishing New Rent Commencement Date]

## EXHIBIT C

## CERTIFICATE OF ACCEPTANCE

The unders	igned, having entered into a certain Lease Agreement dated
, 200	0, by and between the undersigned, as Tenant, and THE DISTRICT OF
COLUMBIA, actin	g on behalf of THE UNITED STATES OF AMERICA, as Landlord,
DOES HEREBY C	ERTIFY to Landlord that:
(1)	The Lease is in full force and effect without offset or defense;
(2)	Tenant has taken possession of the Premises described in said Lease,
namely,	, 1100 Maine Avenue, S. W., Washington, D.C. 20024;
(3)	The Commencement Date is, 2000;
(4)	The New Rent Commencement Date is,; and
(5)	The condition of the Premises is satisfactory to Tenant.
IN WITNE	SS WHEREOF, I have hereunto set my hand and seal this day of
•	
	(Seal)

## EXHIBIT D

[Work Letter - U.S. Army Corps of Engineers Work Order]

Page 1 of 9

	CORPS OF ENGIN		1. AGREEMENT NUMBER	WO3
INTERA	GENCY AGREEME	NT	2   INTIALAGREEMENT	
	R 1140-1-211)		O AMENDMENT NUMBE	R
PROJECT TTILE Impro	ovements to the South	west Waterfront	4. EFFECTIVE DATE 25 Octo	ber 1999
Fish 2	Market and Washingto	n Marina	5. COMPLETION DATE 21 A	oril 2000
NAME AND ADDRESS OF US Baltimore District, U.S. A	SACE ORGANIZATION	7. NAJ	ME AND ADDRESS OF CUSTOMER. Dept of Housing & Community D	tyclopment
P.O. Box 1715  Baltimore, MD 21203-171		801	North Capital Street, N.E., 8th Floorshington, DC 20002	T
SCOPE OF WORK (Additiona				
tion 106 compliance document estiment dated July 1999. The Management — The Corps of \$24,000 project contingency Environmental Compliance Cultural Section 106 Comp	atation meeded to impleme specific tasks and budg of Engineers will provide y.  — All secessary environs blince—All recessary.co	neal the improvement gets are as follows: a project manager to mental compliance do condination with the	ingineers will prepare all necessary of as identified in the Southwest Water provide overall management of the provide overall management. \$55, D.C. Historical Preservation Officer	front Development Ne  effort. \$5,000 budget
all necessary compliance do	cumentation will be prep	percel. S14,000 budg	ct.	•
				•
	•	. , .		
•		•	•	
	•		•	
			. *	
STOMER EXPECTATIONS	(Additional pages may be	sold at needed	• • • • • • • • • • • • • • • • • • •	
	•		and the same of	
orps wall make every ellock. However to 274 hoo. The Su	to complete the chylron	incatal and cultural o	ompilance work within 5 months an	d to limit project
he 1991 Master Plus DCD	HCD will forward CFN	AR all crising NEP	eceives a letter from DCDHGD acka A (Wany), NCPC comments on the	owledging deviations
ocuments that address the or	mership of the land.		real may proceed to the manual of the	hadroner milenters
			•	•
	•			
				•
		•	•	
ACE PROJECT OFFICER	<u> </u>			
		I day and		
			POMER PROJECT OFFICER	•
ne: Mary Y. Den ce: (410) 962-33-77	• • • • • • • • • • • • • • • • • • • •	Names	Joseph J. Wolfe	
	• • • • • • • • • • • • • • • • • • • •	Námes Velcos		

## Page 2 of 9

12 REPORTS		<u> </u>	•		
A copy of all compliance docu	nachiation will be provided.		-		
:					
i					
	•				
		<del></del>		•	
EL PLREDS: [Page(s) with cost &	realdown may be attached as necessar	ry F. C.			
SOURCE	PREVIOUS AMOUNT	AMOUNT THIS	remon	AMENDED TOTAL	
a. USACE AMOUNT					
b. CUSTOMER AMOUNT	280,000 C XX	.598,690		· \$178,000 98,000	
e. TOTAL PROJECT COST	580,000 ON	\$98,000		\$178,000 98,000 11	
14. PUNDENG Punds will be p	rovided by:	•	! !	U	
	proprietica (SF1151, Non-Expenditury	Transfer Amherication)			
Reiniburnab	N Order G1 USC 1535 - Economy Act	•		• .	
Other (descr	ibej	·			
b. Appropriation: AG			•	:	
15. BELLING					
a. Request for payment will be made by: SF 1080 . SP 1081 . Other (describe)					
ſ.	_	Work Completion   Other	(describe)		
	will cite the following accounting info	granation (describe necessary a	locumentation	);	
d. Submit to: D.C.D	ept of Housing & Community De	velopenent ·	1		
: 801 No	of the Comptroller orth Capitol Street, N.E., 7th Floor	•			
Weshin	Weshington, DC 20002				
16. AUTHORITY	16. AUTHORITY				
FY 1999 Omnibus Appropriations Bill, 31 USC 1535 - Economy Act, and Interagency Agreement.					
			<del> </del>		
77. APPROVALS					
NAME AND TITLE OF AUT	HORIZING OFFICIAL FOR USA	CE SIGNATURE	1	DATE	
Ories, Programs and Project	Management Division	feece	webl	10-18-99	
L NAME AND TITCE OF AUT CUSTOMER	BORIZING OFFICIAL FOR THE	SIGNATURE	1	DATE	
Othello Mahone, Interim D	rector Community Development	MILL		16-15-89	

ENG FORM 4914-R, Jan 88

(Proponent CBCW-RI)

make the second of the second

US ARMY CORPS OF ENGINEERS		1. AGREEMENT NUMBER 1004
INTERAGENCY AGREEMENT		2. 🔯 INITIAL AGREEMENT
(ER 1140-1-211)		☐ AMENDMENT NUMBER
3. PROJECT TITLE Improvements to the Southwest Wa		4. EFFECTIVE DATE 13 March 2000
Fish Market and Washington Marin	ia	5. COMPLETION DATE 30 September 2000
6. NAME AND ADDRESS OF USACE ORGANIZATION	7. NAME	AND ADDRESS OF CUSTOMER ept of Housing & Community Development
Baltimore District, U.S. Army Corps of Engineers P.O. Box 1715	301 No	orth Capitol Street, N.E., 7th Floor
Baltimore, MD 21203-1715		ngton, DC 20002
8. SCOPE OF WORK (Additional pages may be used as needed)	•	
In accordance with the FY 1999 Omnibus and the FY 2000 DC A	Appropriations E	Bills, the Corps of Engineers will provide the following:
<ol> <li>Management – The Corps of Engineers will provide a project and preparation of contract documents for selected improver Government Properties. \$20,000 budget, \$10,0000 contington 2.</li> <li>Property Description – Using existing survey information as Washington Marina and Municipal Fish Warf. The descript common area and pier frontage at the Municipal Fish Wharf 3.</li> <li>Wooden Pile Investigation and Report – A contract for a worfish wharf and marina piers and under the seawall bulkhead characterize the condition of the piles, make a determination remaining useful life of the piles. \$25,000 budget.</li> <li>Design Plans – The Corps of Engineers will prepare a site pl Municipal Fish Wharf, and Redevelopment Land Agency pr Municipal Fish Wharf, and Capital Yacht Club tenants and I NEPA/Sect 106 compliance documentation is completed, de the wooden piles and/or for the work listed on the attached s contracts will be used to implement the improvements. The \$110,000 budget.</li> </ol>	ments to the Wa ency for investig and lease exhibits tion will precise f. \$8,000 budg woden pile investig will be inspected as to whether the site of the precise of the site of the precise of the preci	shington Marina, Municipal Fish Warf, and adjacent DC gation and preparation of contract documents.  s, a property description will be provided for the cly identify the property being leased, to include the ct.  ligation will be issued. Wooden foundation piles under the ced by underwater divers and a civil structural engineer will the piles need to be repaired or replaced, and estimate the comprovements to be made to the Washington Marina, an investigation of the wooden piles is conducted, and after unction contract documents for the repair or replacement of pared as the budget will allow. Design-build and task order
<u>.</u>		
·		
		•
•		1
9. CUSTOMER EXPECTATIONS (Additional pages may be used as	needed)	
The Corps of Engineers will make every effort to minimize proje work order by both parties. Priorities will be to complete the sur Corps of Engineers has completed the underwater investigation, to Development will reevaluate the estimated duration, construction funds available.	rvey in April 200 the Corps of En	00 and the underwater investigation by June 2000. After the gineers and the Department of Housing and Community
10. USACE PROJECT OFFICER	11. CUS	TOMER PROJECT OFFICER
10. USACE PROJECT OFFICER  Name: Mary Y. Dan  Voice: (410) 962-3377	Nama	Incenh I Walfe
Voice: (410) 962-3377		: Jaseph J. Wolfe (202) 442-6977
FAX: (410) 962-9312		(202) 442-6967
ADDRESS	ADDRESS	
Baltimore District, U.S. Army Corps of Engineers P.O. Box 1715	1	D.C. Dept of Housing & Community Development 801 North Capitol Street, N.E., 7th Floor
P.O. Box 1715  Baltimore, MD 21203-1715	Į.	Washington, DC 20002

meter b. Tage hof a

2. REPORTS			
A copy of the property descrip provided.	tions, underwater investigation repo	rt, site plan, development concept, and	contract documents will be
		•	
		•	
13. FUNDS [Page(s) with cost b	reakdawn may be attached as necessary	j .	
SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL
USACE AMOUNT			4.
b. CUSTOMER AMOUNT	\$0	\$140,000 \$173,000	\$140,000 \$173,000 \$
c. TOTAL PROJECT COST	\$0	\$140,000 \$173,000 Ch	\$140,000 \$173,000 Ch
14. FUNDING Funds will be p	•		
	propriation (SF1151, Non-Expenditure 1		. •
Reimbursab	é Order (31 USC 1535 - Economy Act)	र प्रस्केत्र हैं। इस अविषयित है। संस्था	e de la companya de La companya de la co
Other (descr	ibe)	情報を終し、 Procedure 1992 - Apple Town Company	ier :
b.rAppropriation:	•	Alt me	e est appear
.26 1 1	·	307 A. J	Since the second se
15. BILLING			
a. Request for payment	will be made by: 💢 SF 1080 🔲	SF 1081 Other (describe)	
b. Frequency: [X] M	Ionfaly   Quarterly   Upon V	Vork Completion Other (describe)	
_		mation (describe necessary documentation	d.
		,	j.
ATTA	Dept of Housing & Community De N: Mr. Joseph Wolfe	•	
801 T Wash	North Capitol Street, N.E., 7th Fluor ington, DC 20002		
VV 00001	inigion, DC 2002		
16. AUTHORITY			
FY 1999 Omnibus Appropri	riations Bill, FY 2000 District of Co	olumbia Appropriations Bill, 31 USC 1 and the U.S. Army Corps of Engineers	535 - Economy Act, and
the Southwest Waterfront.	it Detwoon the Paule of Columbia	and the U.S. Admy Corps of Engineer.	regarding improvements to
17. APPROVALS			
	HORIZING OFFICIAL FOR USAC	E SIGNATURE	DATE
James R. Jones	é Managamané Dissisis		
Chief, Programs and Projec	I Management Division	- American Company	3/12/00
b. NAME AND TITLE OF AUT CUSTOMER	HORIZING OFFICIAL FOR THE	SIGNATURE	DATE
Othello Mahone, Interim Di	irector :	1/1/1/1	4-300
Department of Housing and		XIIIII	4-300

ENG FORM 4914-R, Jan 88

(Proponent: CECW-RI)

#### Exhibit D

#### Page 5 of 9

#### Improvements to the Southwest Waterfront Fish Market and Washington Marina

#### Attachment to Interagency Agreement WO-4

The following will be removed/ constructed:

- Underground Storage Tanks Four underground storage tanks (one 4,000 gallon, two 2,000 gallon, and one 30,000 gallon) will be closed and the tanks, associated piping, ancillary equipment, and contaminated soil will be removed and disposed of in accordance with D.C. regulations. (task order contract)
- Fish Market Building The facility will be demolished and disposed of. (task order contract)
- Concrete Bulkhead The area of the bulkhead to be repaired is beneath the I-395 bridge. The top 6" of concrete will be removed. The bulkhead will be drilled to tie in new reinforcing steel. A concrete section approximately 50' long, 2' wide, and 2.5' deep will be added to the top of the bulkhead, and the area behind the bulkhead will be backfilled. The existing railing between the marina and Pruitt Seafood will be removed and a new railing will be installed.
- Electrical Utilities The Contractor will prepare an electrical plan that provides sufficient power for projected
  activities and operation and will coordinate the electrical plan with PEPCO to define/delineate responsibilities for
  relocating utilities and implementing/constructing the plan. Utility trenches will be excavated and approximately
  5,100 If of electrical ductbanks will be constructed and overhead electrical distribution lines will be relocated
  underground.
- Remove Fence 60 If of chain link fence between the fish wharf and the Capitol Yacht Club parking areas will be removed.
- Equipment on Site The existing equipment on Lot 846 that is not being used will be removed.
- Fish Cleaning Building The central historic portion of the structure will be renovated for the fish cleaning
  service and vending machines. The remainder of the building will be demolished. A new facility for the public
  restrooms and dumpsters will be constructed at the eastern edge of Lot 846. The new facility will be a masonry
  structure similar to the existing.
- Concrete Piers The existing wooden piles under the marina and fish wharf piers will be repaired and replaced as needed. The fish wharf piers, approximately 16,868 sf, will be repaired with a new concrete surface and made ADA compliant. 1.5" of the existing surface will be removed to level the piers. A new concrete surface will be poured with 6 x 6 inch wire reinforcing. A patterned surface will be provided and color dye will be included. Utilities serving the fish wharf barges will be upgraded to meet current codes.
- Safety Railings and Fences Existing safety railings along the bulkhead will be removed. Guardrails will be
  installed for parking areas along the waterfront and bulkhead west of the marina and along the bulkhead between
  the marina and fish wharf. As much as 2,000 If of 2 rail, 2" dia, steel pipe, safety railing will be installed along
  the concrete piers and bulkhead, as needed for pedestrians.
- Piers and Boat Slips Remove, as necessary, existing piles and piers and install fully-functional floating pier/dock replacements with such accessories (water, electric, etc.) as specified by the Tenant in a configuration shown in the attached site plan. The number of floating piers and docks to be installed by the government government will be the maximum number which can be installed within a \$1,150,000 budget. The remaining floating piers will be provided by others. (design-build contract)
- Site Lighting Site lighting will be upgraded throughout the site in order to comply with current code requirements. Approximately 5,100 if of utility trenches will be excavated. 41 lighting fixtures and associated conduit and wiring will be installed.
- Paving Approximately 50,000 sf of paving, trees and stumps throughout the site, and chainlink fences around the
  parking lot west of the marina and to the east of the Maine Avenue Seafood building will be removed. The entire
  site, approximately 100,000 sf, will be cut, filled, and graded to provide larger, more level, parking areas and to
  improve stormwater management. A concrete walkway along the waterfront between the marina building and the
  east edge of the fish wharf will be provided.
- Sidewalks Approximately 7,100 sf of sidewalks will be provided.
- Marina Building -A new membrane roof will be installed, and the electrical service will be upgraded. The
  electrical upgrades will include demolition and removal of the existing 400 A service and the installation of 1 –
  1200 A 208/120V 3 phase electrical service, 3 400 A distribution panels, feeders from the new 1200 A service to
  each (3) 400 A panel, and reconnection of the existing store circuits to a new 400 A panel.
- Landscaping Landscaping improvements will be provided along Main Avenue and around parking lots in areas
  that will not reduce parking capacity.

the contract of 9

US ARMY CORPS OF ENGINEERS INTERAGENCY AGREEMENT (ER 1140-1-211)			1. AGREEMENT NUMBER 2. NITTIAL AGREEMENT AMENDMENT NUMBER	WO 5
3. PROJECT TITLE Improvements to the Southwest Waterfront Fish Market and Washington Marina			4. EFFECTIVE DATE 1 July 2000  5. COMPLETION DATE 30 June 2001	
6. NAME AND ADDRE Baltimore Distric P.O. Box 1715 Baltimore, MD 2	SS OF USACE ORGANIZATION t, U.S. Army Corps of Engineers 1203-1715	D.C. 801 1	E AND ADDRESS OF CUSTOMER Dept of Housing & Community Developm North Capitol Street, N.E., 8th Floor nington, DC 20002	nent

8. SCOPE OF WORK (Additional pages may be used as needed)

In accordance with Public Law 106-113, the Corps of Engineers agrees to prepare, procure, and oversee contracts for improvements to the Southwest Waterfront in the District of Columbia as follows:

- Management The Corps of Engineers will provide a project manager to provide overall management of contract procurement and construction of the improvements noted in item 3. \$11,140 budget, \$41,210 contingency for entire project.
- 2. Construction Supervision & Inspection A project engineer will oversee the construction contractor and verify that improvements are being provided in accordance with the construction contract. \$29,700 budget.
- 3. The following will be removed/ constructed:
- Underground Storage Tanks Four underground storage tanks (one 4,000 gallon, two 2,000 gallon, and one 30,000 gallon) will be closed and the tanks, associated piping, ancillary equipment, and contaminated soil will be removed and disposed of in accordance with D.C. regulations. \$100,000 budget.
- Electrical Utilities Utility trenches will be excavated and approximately 3,000 lf of overhead electrical distribution lines will be relocated underground. \$107,590 budget.
- Fish Market Building The facility will be demolished and disposed of. \$8,470 budget.
- Site Lighting Site lighting will be upgraded throughout the site in order to comply with current code requirements. Approximately
   5,100 If of utility trenches will be excavated. 41 lighting fixtures and associated conduit and wiring will be installed. \$66,890 budget.
- Concrete Bulkhead The area of the bulkhead to be repaired is beneath the I-395 bridge. The top 6" of concrete will be removed. The
  bulkhead will be drilled to tie in new reinforcing steel. A concrete section approximately 50' long, 2' wide, and 2.5' deep will be
  added to the top of the bulkhead, and the area behind the bulkhead will be backfilled. The existing railing between the marina and
  Pruitt Seafood will be removed and a new walkway railing will be installed. \$24,080 budget.
- Safety Railings and Fences Existing safety railings along the bulkhead will be removed. Guardrails will be installed for parking areas
  along the waterfront and bulkhead west of the marina and along the bulkhead between the marina and fish wharf. As much as 2,000 lf
  of 2 rail, 2" dia, steel pipe, safety railing will be installed along the concrete piers and bulkhead, as needed for pedestrians. \$38,260
  budget.
- Remove Fence 60 If of chain link fence between the fish wharf and the Capitol Yacht Club parking areas will be removed. \$330 budget.
- Equipment on Site The existing equipment on Lot 846 that is not being used will be removed. \$1,530 budget.
- Sidewalks Provide 7,100 sf of sidewalk. \$24,070 budget.

#### 9. CUSTOMER EXPECTATIONS (Additional pages may be used as needed)

The Corps of Engineers will make every effort to minimize project costs and complete the project within 15 months. After the Corps of Engineers has completed the design work, the Corps of Engineers and the Department of Housing and Community Development will reevaluate the estimated duration, construction costs, and scope of work to ensure that the total project budget amount does not exceed \$453,260. The Corps of Engineers will make reasonable efforts to accommodate the tenant's priorities for work preformed. However, the final decisions shall remain with DHCD. The priority of the items in the scope of work will generally be in the order listed. The Corps of Engineers will make reasonable efforts to minimize the disruption to Tenant's business. The majority of construction on the fish wharf property will be scheduled to occur during the winter months. If multiple design-build contracts are awarded, the contracts will require close coordination with the Corps project manager to avoid construction scheduling conflicts.

10. USACE PROJECT OFFICER	11. CUSTOMER PROJECT OFFICER
Name: Mary Y. Dan	Name: Joseph J. Wolfe
Volce: (410)962-3377	Voice: (202) 442-6977
FAX: (410)962-9312	FAX: (202) 442-6967
ADDRESS Baltimore District, U.S. Army Corps of Engineers P.O. Box 1715 Baltimore, MD 21203-1715	ADDRESS D.C. Dept of Housing & Community Development 801 North Capitol Street, N.E., 8th Floor Washington, DC 20002

Exhibit To Good 7 of 9 .

12. REPORTS				
A complete set of as-built draw	ings shall be provided.			
13. FUNDS [Page(s) with cost bro	eakdown may be auached as necessary]			
SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL	
a. USACE AMOUNT		·		
b. CUSTOMER AMOUNT	S	\$453,260	\$453,260	
c. TOTAL PROJECT COST	s	\$453,260	\$453,260	
Dother (describe)  b. Appropriation:  15. BILLING  a. Request for payment will be made by: SF 1080 SF 1081 Other (describe)  b. Frequency: Monthly Quarterly Upon Work Completion Other (describe)  c. Request for payment will cite the following accounting information (describe necessary documentation):  d. Submit to: D.C. Dept of Housing & Community Development Office of the Comptroller 801 North Capitol Street, N.E., 7th Floor				
Washington, DC 20002  16. AUTHORITY Public Law 106-113, District of Columbia FY 2000 Appropriations, 31 USC 1535 - Economy Act, and Memorandum of Agreement Between the District of Columbia and the U.S. Army Corps of Engineers regarding Improvements to the Southwest Waterfront.  17. APPROVALS  18. NAME AND TITLE OF AUTHORIZING OFFICIAL FOR USACE SIGNATURE  James R. Jones Chief, Programs and Project Management Division				
b. NAME AND TITLE OF AUTI CUSTOMER Stanley Jackson, Acting Dire Department of Housing and		SIGNATURE	DATE	

ENG FORM 4914-R, Jan 88

(Proponent: CECW-RI)

US ARMY CORPS OF ENGINEERS INTERAGENCY AGREEMENT (ER 1140-1-211)			1. AGREEMENT NUMBER 2. INITIAL AGREEMENT	W0 6
3. PROJECT TITLE	Improvements to the Southwest Wa Fish Market and Washington Marin		4. EFFECTIVE DATE 1 July 2000 5. COMPLETION DATE 30 June 20	101
6. NAME AND ADDRE Baltimore Distric P.O. Box 1715 Baltimore, MD 2	SS OF USACE ORGANIZATION t, U.S. Army Corps of Engineers	D.C. 801 1	E AND ADDRESS OF CUSTOMER  Contact Susing & Community Develor  North Capitol Street, N.E., 8th Floor  ington, DC 20002	pment

Transfer T. True 8 of 9

8. SCOPE OF WORK (Additional pages may be used as needed)

In accordance with Public Law 106-113, the Corps of Engineers agrees to prepare, procure, and oversee contracts for improvements to the Southwest Waterfront in the District of Columbia as follows:

- 1. Management The Corps of Engineers will provide a project manager to provide overall management of contract procurement and construction of the improvements. \$73,710 budget, \$272,730 contingency for entire project.
- Construction Supervision & Inspection A project engineer will oversee the construction contractor and verify that improvements are being provided in accordance with the construction contract. \$196,560 budget.

3. The following will be removed/ constructed:

- Marina Building -A new membrane roof will be installed, and the electrical service will be upgraded. The electrical upgrades will include demolition and removal of the existing 400 A service and the installation of 1 1200 A 208/120V 3 phase electrical service, 3 400 A distribution panels, feeders from the new 1200 A service to each (3) 400 A panel, and reconnection of the existing store circuits to a new 400 A panel. \$255,000 budget.
- Piers and Boat Slips Remove, as necessary, existing piles and piers and install fully-functional floating pier/dock replacements with such accessories (water, electric, etc.) as specified by the Tenant in a configuration shown in the attached site plan. The number of floating piers and docks to be installed by the government will be the maximum number which can be installed within a \$1,150,000 budget.
- Fish Cleaning Building The central historic portion of the structure will be renovated for the fish cleaning service and vending machines. The remainder of the building will be demolished. A new facility for the public restrooms and dumpsters will be constructed at the eastern edge of Lot 846. The new facility will be a masonry structure similar to the existing. \$365,390 budget.
- Concrete Piers The existing wooden piles under the marina and fish wharf piers will be repaired and replaced as needed. The fish wharf piers, approximately 16,868 sf, will be repaved with a new concrete surface and made ADA compliant. 1.5" of the existing surface will be removed to level the piers. A new concrete surface will be poured with 6 x 6 inch wire reinforcing. A patterned surface will be provided and color dye will be included. Utilities serving the fish wharf barges will be upgraded to meet current codes.
   \$225,000 budget excluding pile repairs or replacement.
- Paving Approximately 50,000 sf of paving, trees and stumps throughout the site, and chainlink fences around the parking lot west of
  the marina and to the east of the Maine Avenue Seafood building will be removed. The entire site, approximately 100,000 sf, will be
  cut, filled, and graded to provide larger, more level, parking areas and to improve stommwater management. 6" subbase, 6" base, and 3"
  wearing courses and striping will be provided. A concrete walkway along the waterfront between the marina building and the east edge
  of the fish wharf will be provided. \$414,370 budget.
- Landscaping Landscaping improvements will be provided along Main Avenue and around parking lots in areas that will not reduce parking capacity. \$47,240 budget.

#### 9. CUSTOMER EXPECTATIONS (Additional pages may be used as needed)

The Corps of Engineers will make every effort to minimize project costs and complete the project within 15 months. After the Corps of Engineers has completed the design work, the Corps of Engineers and the Department of Housing and Community Development (DHCD) will reevaluate the estimated duration, construction costs, and scope of work to ensure that the total project budget amount does not exceed \$3,000,000. The Corps of Engineers will make reasonable efforts to accommodate the tenant's priorities for work preformed. However, the final decisions shall remain with DHCD. The marina building roof and the marina piers and boat slips will be first and second priority respectively. The priority of the remaining items in the scope of work will generally be in the order listed. The Corps of Engineers will make reasonable efforts to minimize the disruption to Tenant's business. The majority of construction on the fish wharf property will be scheduled to occur during the winter months. If multiple design-build contracts are awarded, the contracts will require close coordination with the Corps project manager to avoid construction scheduling conflicts.

10. USACE PROJECT OFFICER	11. CUSTOMER PROJECT OFFICER
Name: Mary Y. Dan	Name: Joseph J. Wolfe
Voice: (410)962-3377	Voice: (202) 442-6977
FAX: (410)962-9312	FAX: (202) 442-6967
ADDRESS Baltimore District, U.S. Army Corps of Engineers P.O. Box 1715 Baltimore, MD 21203-1715	ADDRESS D.C. Dept of Housing & Community Development 801 North Capitol Street, N.E., 8th Floor Washington, DC 20002

nyhibir Dy Dege 9 of 5

12. REPORTS			
A complete set of as-built drawi	ings shall be provided.		
13. FUNDS (Page(s) with cost bro	eakdown may be attached as necessary]		
SOURCE	PREVIOUS AMOUNT	AMOUNT THIS ACTION	AMENDED TOTAL
a. USACE AMOUNT	·		
b. CUSTOMER AMOUNT	S	\$3,000,000	\$3,000,000
c. TOTAL PROJECT COST	s	\$3,000,000	\$3,000,000
14. FUNDING Funds will be provided by:  a.			
Public Law 106-113 - Distr Between the District of Colu	ict of Columbia FY 2000 Appropriati umbia and the U.S. Army Corps of Er	ion, 31 USC 1535 - Economy Act, agineers regarding Improvements to	and Memorandum of Agreement the Southwest Waterfront.
17. APPROVALS  a. NAME AND TITLE OF AUT	HORIZING OFFICIAL FOR USACE	SIGNATURE	DATE
James R. Jones Chief, Programs and Project			PAIE
b. NAME AND TITLE OF AUTI CUSTOMER  Stanley Jackson, Acting Dis		SIGNATURE	DATE

ENG FORM 4914-R, Jan 88

(Proponent: CECW-RJ)

## **EXHIBIT E**

[Rules and Regulations]

#### **EXHIBIT E**

#### **RULES AND REGULATIONS**

#### Purpose

The purpose of these Rules and Regulations is to summarize Tenant's responsibilities with respect to the day-to-day operation and maintenance of the Project.

#### Common Area Use

To ensure a pleasing and safe environment in the common areas (parking lots and sidewalks) of the Project, each Tenant shall:

- 1. Keep the sidewalk in front of its Premises clear and free from ice and snow. (Use only sodium based ice melters that do not damage the pavement.)
- 2. Not place any objects in the common areas of the Project, except in areas, if any, designated for tables by the Tenant Committee.
- 3. Not solicit business in the common areas; i.e., no signs or displays, except as approved by the Tenant Committee.
- 4. Not use the common areas for the sale of merchandise without the prior written consent of Landlord.

#### Storefronts and Signs

To ensure a consistent appearance throughout the Project:

- 1. Tenant shall keep the storefront of its Premises in good repair and clean condition.
- 2. Any temporary sign used by Tenant in its door or window must be professionally made and must comply with District of Columbia sign regulations.

#### **Tenant Advertising**

- 1. Tenant shall not utilize any advertising medium within the Project that can be seen, heard, or experienced outside of the Premises, including, but not limited to, flashing lights, searchlights, loudspeakers, phonographs, radios or televisions, except as may be approved by the Tenant Committee, as, for example, seasonal displays of lighting and music.
- 2. Tenant shall not display, paint, place or cause to be displayed, painted, or placed, any handbills, bumper stickers, sandwich boards or other advertising devices in any portion Common Area.
- 3. Tenant shall not distribute, or cause to be distributed, in the Project, any handbills or other advertising devices; and will not conduct or permit any activities that might constitute a nuisance.

#### Loading and Unloading

All shipping, receiving, loading or unloading of Tenant's merchandise, supplies or other property shall take place only in the areas, and at times, designated therefor by the Tenant Committee. Tenant shall not permit any trucks, trailers, or other vehicles or equipment engaged in such activities to interfere with the use of any Common Area or any pedestrian or vehicular use.

#### **Noise**

Tenant shall not permit any noise to be made inside of its Premises which can be heard outside of the Premises. Tenant shall not use any loudspeaker or other communications equipment that may be heard or seen outside of its Premises.

#### **Odors**

Tenant shall prevent the emission of odors from its Premises that are objectionable to its neighbors.

#### **Refuse**

To ensure a clean and equitable refuse handling system:

- The Management Agent for the Project shall provide refuse containers and disposal service and will allocate the costs thereof to each tenant as provided in its lease.
- 2. Tenant shall keep its refuse in proper containers in its Premises and shall place it in the refuse container when taken outside the Premises.

#### Pest Exterminator Services

Tenant shall contract with a professional exterminator for monthly inspections and treatments as necessary, to ensure that infectations by insects and rodents do not occur on the Premises.

#### Store Plans and Permits

The plans and contractors for doing any work in the Premises that requires a permit must be submitted to the Landlord for approval. This includes but is not limited to work that requires a building, mechanical, electrical, or plumbing permit.

#### **Parking**

To ensure that adequate and convenient parking is available to customers of the Project, no part of the Common Area may be used for parking by employees of Tenant or other Tenants of the Project.

#### **Emergencies**

Tenant must notify the Landlord, as soon as possible, of any emergency situation, injury, fire or disorder that occurs in the Tenant's Premises or any common area of the Project.

#### **Outside Promotional Activities**

To avoid undesired disturbances of Tenants and customers of the Project, outside promotional activities will only be permitted with approval of the Tenant Committee.

#### Video Games

Tenant shall not permit the installation or use in any portion of its Premises of a pinball, video or other amusement or game machine of any kind.

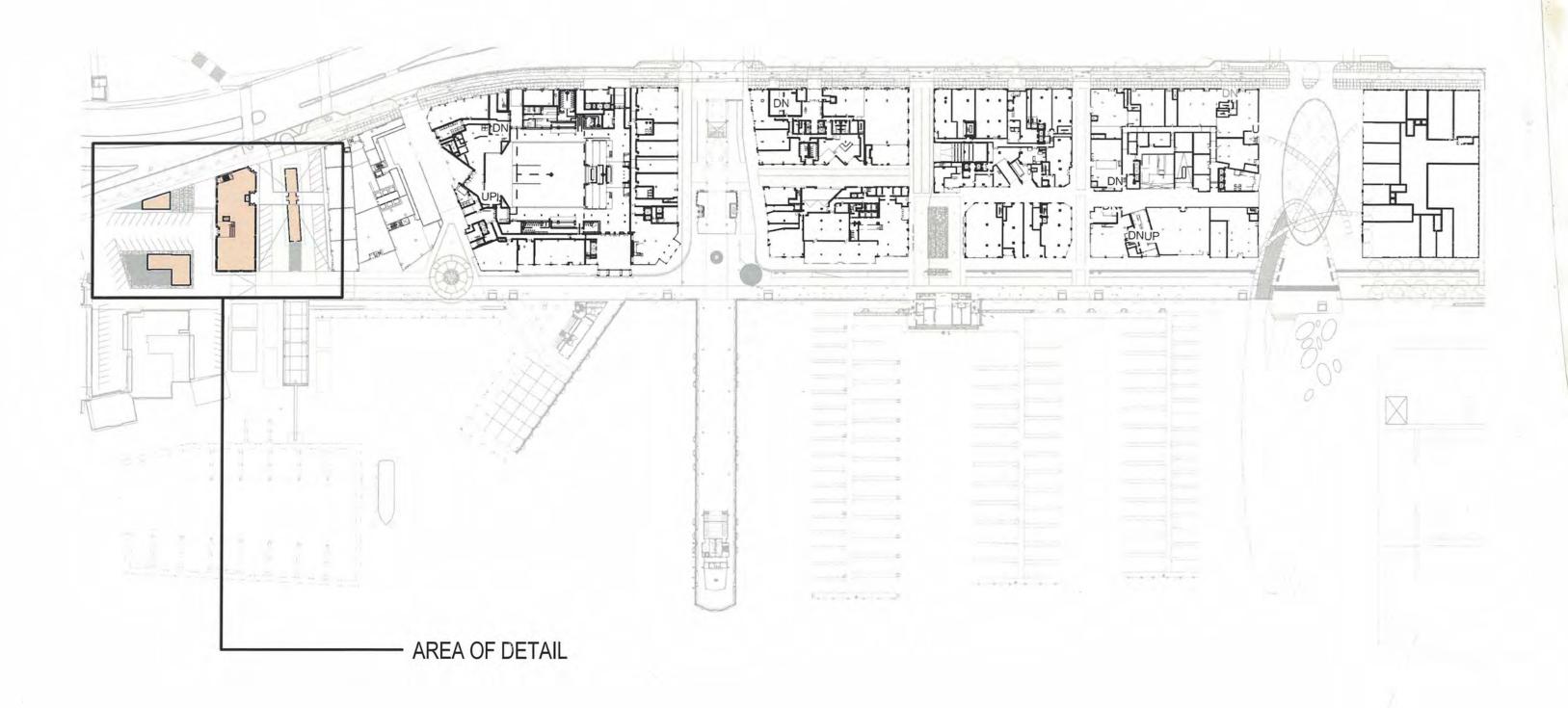
# EXHIBIT H

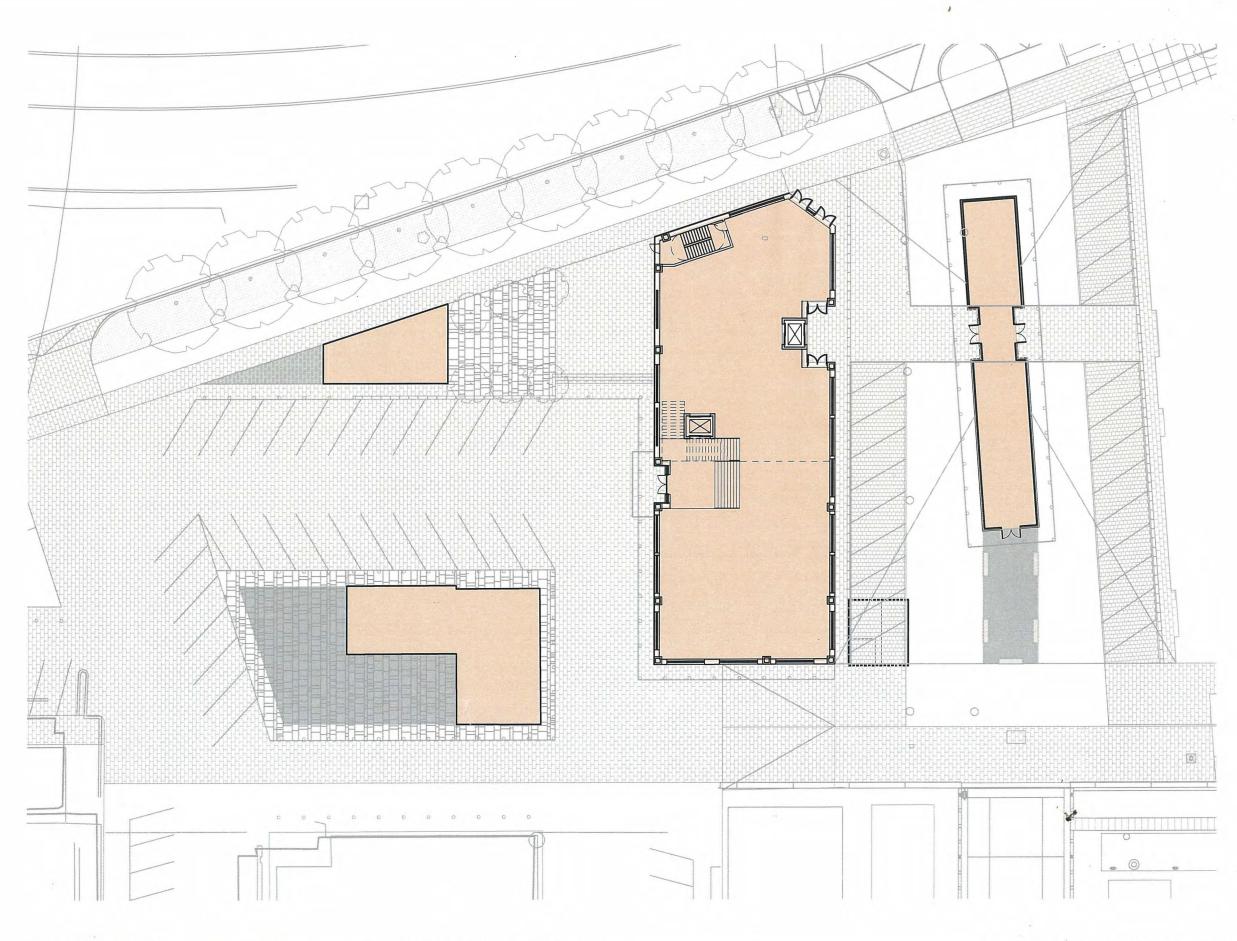
```
From:
                           Shawn Seaman <SSeaman@pnhoffman.com>
Sent:
                           Tuesday, May 13, 2014 2:20 PM
                           Zeigler, Jason O.
To:
Cc:
                           Eric Rome; Longstreet, Susan (OAG); Troy, Matthew (EOM); ivan.matthews@dc.gov; Gary
                           Ball; timothy.campbell@clarkconstruction.com
Subject:
                           RE: Fish Market Construction Update Meeting
See you then thanks.
----Original Message-----
From: Zeigler, Jason O. [mailto:jzeigler@hunton.com]
Sent: Tuesday, May 13, 2014 2:13 PM
To: Shawn Seaman
Cc: Eric Rome; Longstreet, Susan (OAG); Troy, Matthew (EOM); ivan.matthews@dc.gov; Gary
Ball; timothy.campbell@clarkconstruction.com
Subject: Re: Fish Market Construction Update Meeting
Noon it is.
> On May 13, 2014, at 1:34 PM, "Shawn Seaman" <SSeaman@pnhoffman.com>
wrote:
>
> Jason - I'm not available until noon at the earliest but can be
> available in the afternoon too until 2:30pm when we have a meeting
> with OAG.
> ----Original Message----
> From: Zeigler, Jason O. [mailto:jzeigler@hunton.com]
> Sent: Tuesday, May 13, 2014 1:26 PM
> To: Eric Rome
> Cc: Shawn Seaman; Longstreet, Susan (OAG); Troy, Matthew (EOM); Ivan
> Matthews (ivan.matthews@dc.gov); Gary Ball;
> timothy.campbell@clarkconstruction.com
> Subject: Re: Fish Market Construction Update Meeting
> My client has asked if we can do 10:00 instead of noon.
>
>
> On May 13, 2014, at 1:11 PM, "Eric Rome"
> <eric@eisenrome.com<mailto:eric@eisenrome.com>> wrote:
>
> Thanks, Shawn.
> I will pass it on, and Clayton, Stan, or Steve will be there.
> Eric
> Eric M. Rome, Esq.
> Eisen and Rome, P.C.
> One Thomas Circle N.W. #850
> Washington, DC 20005
> 202 659-2822x4
> 202 659-2896 (facsimile)
```

#### Case 1:15-cv-01198-CKK Document 18-9 Filed 08/12/15 Page 3 of 3

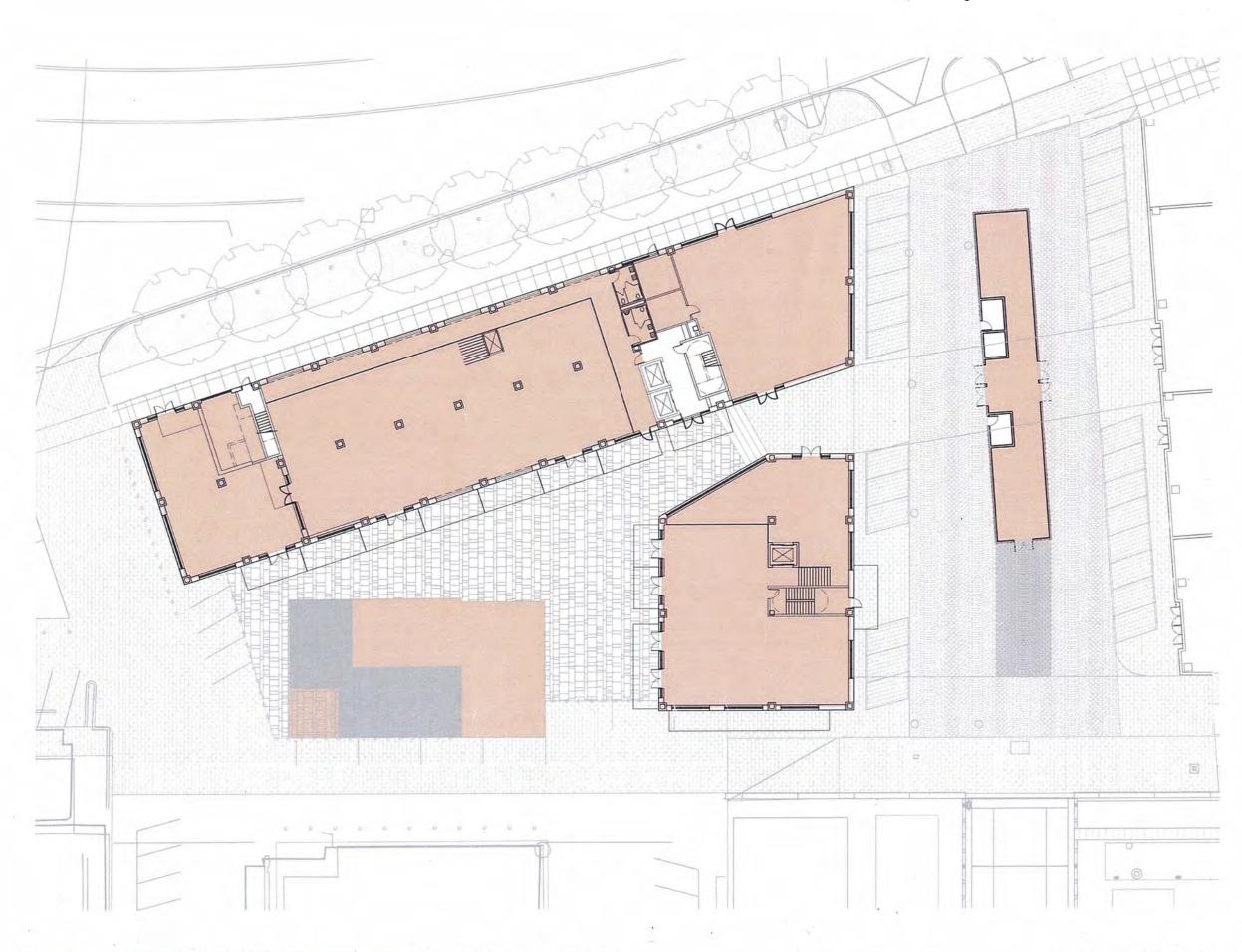
```
> Eisen and Rome, P.C. is an authorized agent of First American Title
 > Insurance Company
 > From: Shawn Seaman
 > [SSeaman@pnhoffman.com<mailto:SSeaman@pnhoffman.com>]
 > Sent: Tuesday, May 13, 2014 1:07 PM
 > To: Longstreet, Susan (OAG); Troy, Matthew (EOM); Ivan Matthews
 > (ivan.matthews@dc.gov<mailto:ivan.matthews@dc.gov>); Gary Ball;
 > jzeigler@hunton.com<mailto:jzeigler@hunton.com>; Eric Rome;
 > timothy.campbell@clarkconstruction.com<mailto:timothy.campbell@clarkco
 > ns
 > truction.com>
 > Subject: Fish Market Construction Update Meeting
 > When: Wednesday, May 14, 2014 12:00 PM-1:00 PM.
 > Where: Fish Market
> Susan, Matt, Ivan - I've confirmed that 12 noon tomorrow works with
> Jason Zeigler (counsel for Captain White's). He thinks Billy, Sonny,
 or
 > Ms. White will be around at that time and will invite them.
 > know you cannot make it but am cc'ing you in the hope you can let
 > Clayton know the plan - if you want I can walk down to let him know.
> Tim - if you bring traffic control plans or other visuals that would
 > help explain the staging/timing, I think that would be helpful.
 > Thanks, Shawn.
 > Shawn D. Seaman
 > Project Director
 > Wharf District Master Developer LLC
 > sseaman@pnhoffman.com<mailto:sseaman@pnhoffman.com>
 > 202.688.3578
 >
```

# EXHIBIT I

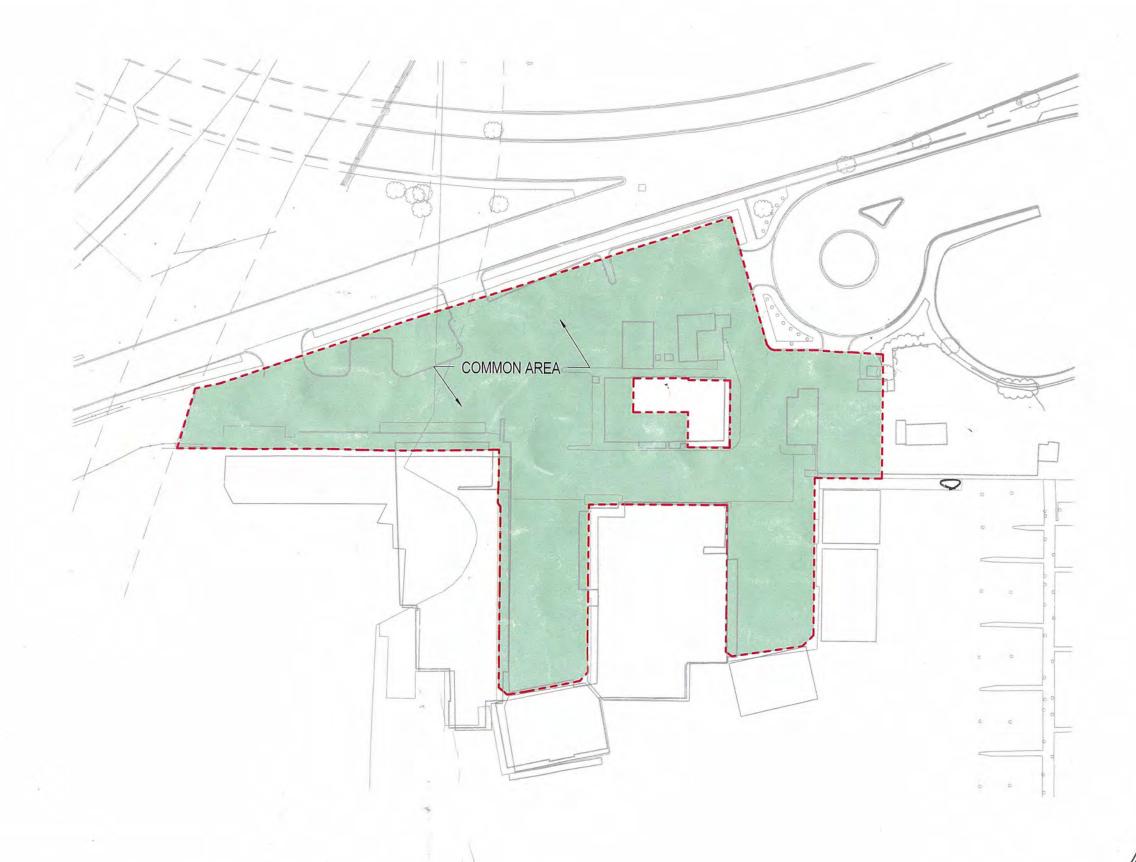


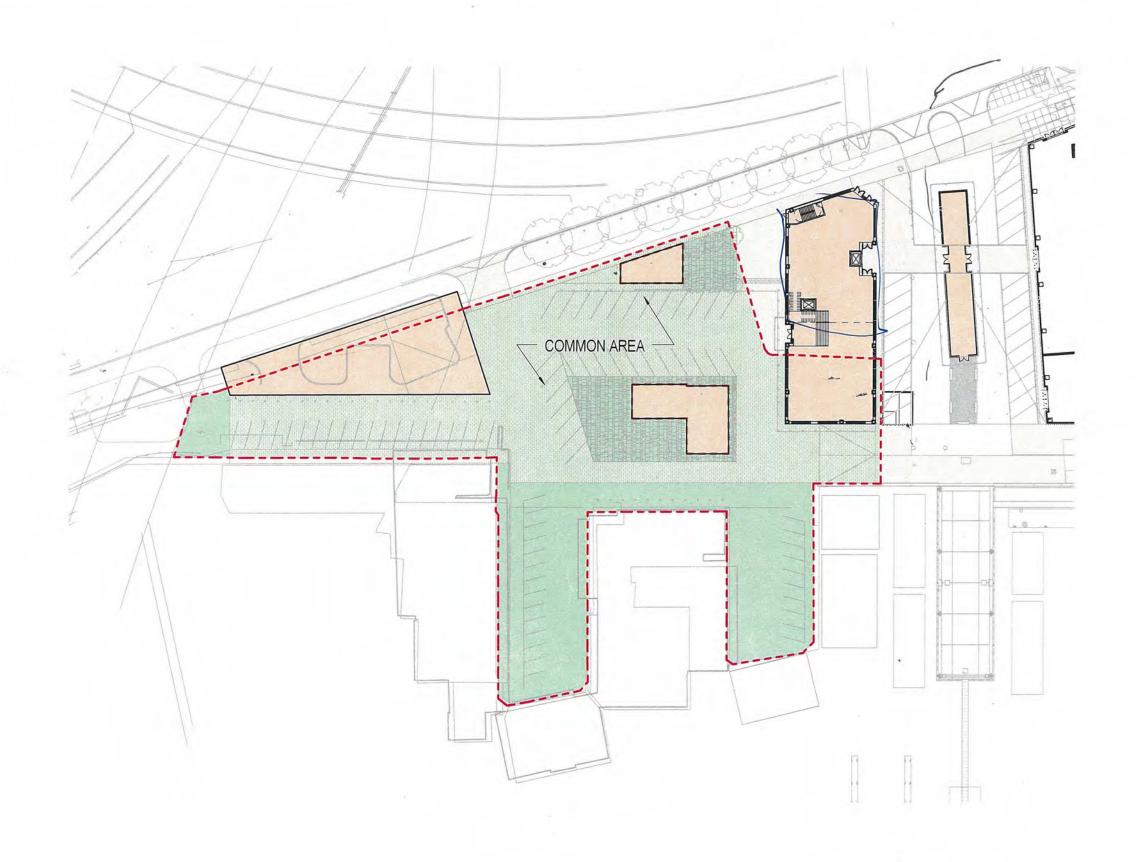






## EXHIBIT J





# EXHIBIT K

From: Mark Dorigan <mdorigan@pnhoffman.com>
Sent: Thursday, September 04, 2014 3:49 PM

**To:** Eric Rome; Zeigler, Jason O.

Cc: Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.; Bob Rubenkoniq

**Subject:** RE: Fish Market

#### yes, we are confirmed for 1pm here at the Wharf offices. thanks

----Original Message-----

From: Eric Rome [mailto:eric@eisenrome.com] Sent: Thursday, September 04, 2014 2:28 PM

To: Zeigler, Jason O.; Mark Dorigan

Cc: Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.; Bob Rubenkonig

Subject: RE: Fish Market

Lassume so-where?

Eric M. Rome, Esq. Eisen & Rome, P.C. One Thomas Circle N.W. #850 Washington, D.C. 20005 (202) 659-2822 x4 (202) 659-2896 Fax

Check out our new website: www.eisenrome.com

#### EISEN & ROME IS AN AUTHORIZED AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

From: Zeigler, Jason O. [mailto:jzeigler@hunton.com]

Sent: Thursday, September 04, 2014 2:25 PM

To: Eric Rome; Mark Dorigan

Cc: Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.; Bob Rubenkonig

Subject: RE: Fish Market

Are we confirmed for 1:00 tomorrow?

Jason O. Zeigler

Counsel | Hunton & Williams LLP

2200 Pennsylvania Ave, N.W. | Washington, DC 20037

T: 202.955.1912 | F: 202.828.3786

jzeigler@hunton.com | www.hunton.com

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify Hunton & Williams LLP immediately by telephone (877-374-4937) and by electronic mail to: <a href="help\_desk@hunton.com">help\_desk@hunton.com</a> and then delete this message and all copies and backups thereof.

From: Eric Rome [mailto:eric@eisenrome.com]
Sent: Thursday, August 28, 2014 9:50 AM

### Case 1:15-cv-01198-CKK Document 18-12 Filed 08/12/15 Page 3 of 6

To: Zeigler, Jason O.; Mark Dorigan

Cc: Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.; Bob Rubenkonig

Subject: RE: Fish Market

Ok w/me

Eric M. Rome, Esq. Eisen & Rome, P.C. One Thomas Circle N.W. #850 Washington, D.C. 20005 (202) 659-2822 x4 (202) 659-2896 Fax

Check out our new website: www.eisenrome.com

### EISEN & ROME IS AN AUTHORIZED AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

From: Zeigler, Jason O. [mailto:jzeigler@hunton.com]

Sent: Wednesday, August 27, 2014 6:13 PM

To: Eric Rome; Mark Dorigan

Cc: Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.; Bob Rubenkonig

Subject: RE: Fish Market

Afternoon on September 5<sup>th</sup> works for Captain White's. 1:00?

Jason O. Zeigler

Counsel | Hunton & Williams LLP 2200 Pennsylvania Ave, N.W. | Washington, DC 20037 T: 202.955.1912 | F: 202.828.3786

jzeigler@hunton.com | www.hunton.com

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify Hunton & Williams LLP immediately by telephone (877-374-4937) and by electronic mail to: <a href="help-desk@hunton.com">help-desk@hunton.com</a> and then delete this message and all copies and backups thereof.

From: Eric Rome [mailto:eric@eisenrome.com]
Sent: Wednesday, August 27, 2014 2:46 PM

To: Mark Dorigan; Zeigler, Jason O.

Cc: Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.; Bob Rubenkonig

Subject: RE: Fish Market

That is fine

Eric M. Rome, Esq. Eisen & Rome, P.C. One Thomas Circle N.W. #850 Washington, D.C. 20005 (202) 659-2822 x4 (202) 659-2896 Fax

Check out our new website: www.eisenrome.com

**From:** Mark Dorigan [mailto:mdorigan@pnhoffman.com]

Sent: Wednesday, August 27, 2014 1:44 PM

To: Eric Rome; Zeigler, Jason O.

Cc: Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.; Bob Rubenkonig

Subject: RE: Fish Market

I can do later in the day but ideally not beyond 3pm. Can we confirm the date and time today?

Jason, let us know if you had success getting the signed lease. Thanks

-----Original Message-----

From: Eric Rome [mailto:eric@eisenrome.com]
Sent: Wednesday, August 27, 2014 10:44 AM

To: Mark Dorigan; Zeigler, Jason O.

Cc: Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.; Bob Rubenkonig

Subject: RE: Fish Market

Now I may need to be in Court at 11 on the 5th. Not sure this has been set, but how about pm?

Eric M. Rome, Esq. Eisen & Rome, P.C. One Thomas Circle N.W. #850 Washington, D.C. 20005 (202) 659-2822 x4 (202) 659-2896 Fax

Check out our new website: www.eisenrome.com

#### EISEN & ROME IS AN AUTHORIZED AGENT FOR FIRST AMERICAN TITLE INSURANCE COMPANY

From: Mark Dorigan [mailto:mdorigan@pnhoffman.com]

Sent: Monday, August 25, 2014 3:32 PM

To: Zeigler, Jason O.

Cc: Eric Rome; Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.; Bob Rubenkonig

Subject: RE: Fish Market

Jason, thanks for following-up with us. Monty and I are out of town on the 3rd, but if the rest of the team can meet, great - otherwise, the 5th or week of the 8th would work for me. In the meantime, I understand that Bob has worked out a courtesy arrangements to help out Sonny/Billy with their parking trucks for a couple more weeks (but then it will need to be moved off-site), that should get them through the balance of the summer without disruption.

Send along a copy of the lease as soon as you can. Look forward to moving the discussions along to the next level. Mark

-----Original Message-----

From: Zeigler, Jason O. [mailto:jzeigler@hunton.com]

Sent: Friday, August 22, 2014 6:26 PM

To: Mark Dorigan

Cc: Eric Rome; Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.

**Subject:** RE: Fish Market

All – apologies for the delayed response. Portions of the White family have been out of town, and accordingly difficult to reach. We should have a copy of the signed leases early next week. Would a meeting on Wed 9/3 work for everyone?

### Case 1:15-cv-01198-CKK Document 18-12 Filed 08/12/15 Page 5 of 6

#### Jason O. Zeigler

Counsel | Hunton & Williams LLP 2200 Pennsylvania Ave, N.W. | Washington, DC 20037 T: 202.955.1912 | F: 202.828.3786 jzeigler@hunton.com | www.hunton.com

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify Hunton & Williams LLP immediately by telephone (877-374-4937) and by electronic mail to: <a href="help\_desk@hunton.com">help\_desk@hunton.com</a> and then delete this message and all copies and backups thereof.

From: Mark Dorigan [mailto:mdorigan@pnhoffman.com]

Sent: Saturday, August 16, 2014 8:29 AM

To: Zeigler, Jason O.

Cc: Eric Rome; Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.

Subject: Re: Fish Market

Ok, thanks

Sent from my Verizon Wireless 4G LTE DROID

"Zeigler, Jason O." < jzeigler@hunton.com> wrote:

Still working on it.

\_\_\_\_\_

### Jason O. Zeigler

Counsel | Hunton & Williams LLP

2200 Pennsylvania Ave, N.W. | Washington, DC 20037

T: 202.955.1912 | F: 202.828.3786

jzeigler@hunton.com | www.hunton.com

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify Hunton & Williams LLP immediately by telephone (877-374-4937) and by electronic mail to: <a href="help\_desk@hunton.com">help\_desk@hunton.com</a> and then delete this message and all copies and backups thereof.

From: Mark Dorigan [mailto:mdorigan@pnhoffman.com]

**Sent:** Friday, August 15, 2014 9:16 AM

To: Eric Rome; Zeigler, Jason O.

Cc: Shawn Seaman; michael.mcnamara@pillsburylaw.com; Miller, David L.

Subject: RE: Fish Market

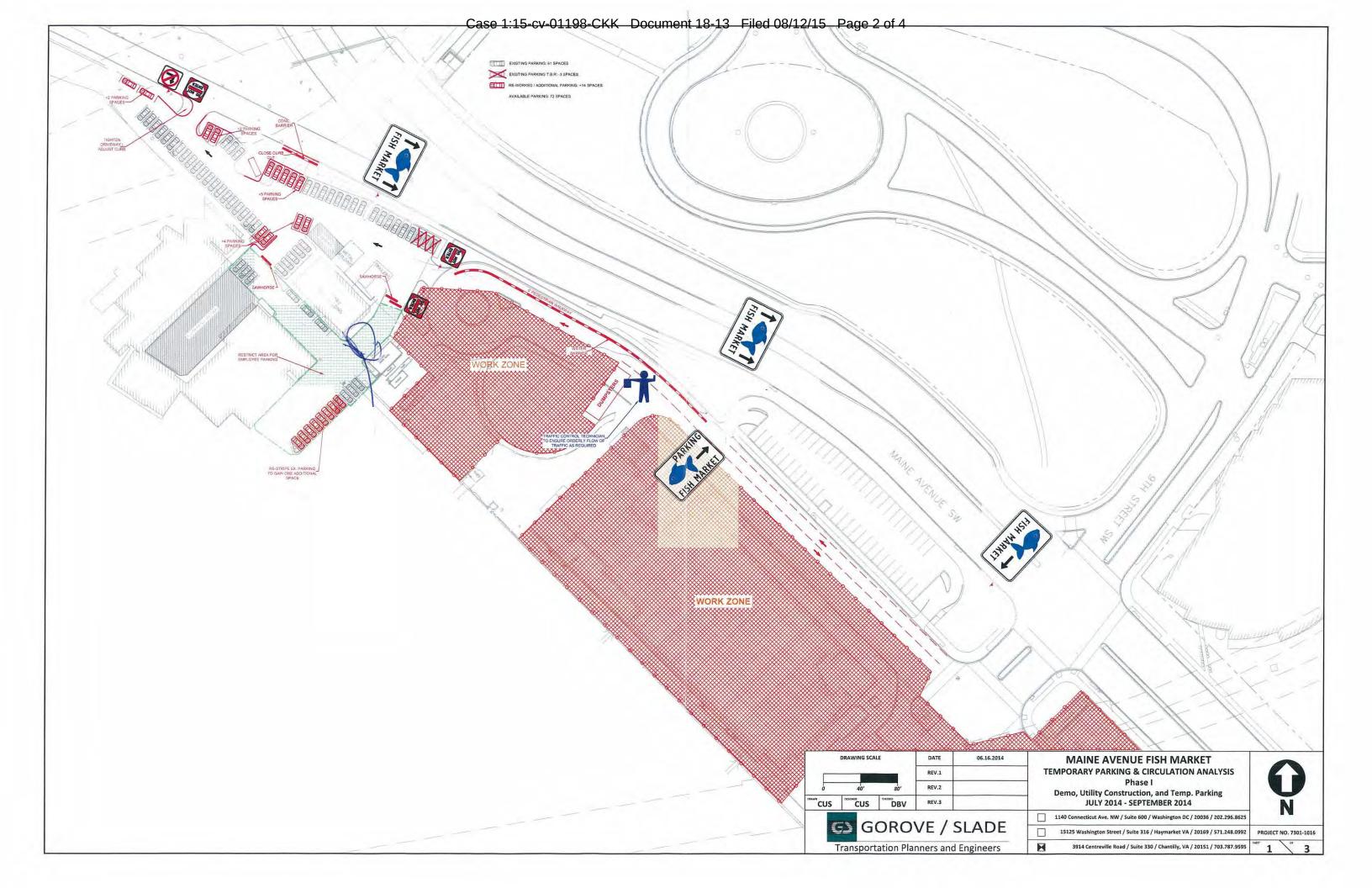
Eric - thanks for the response.

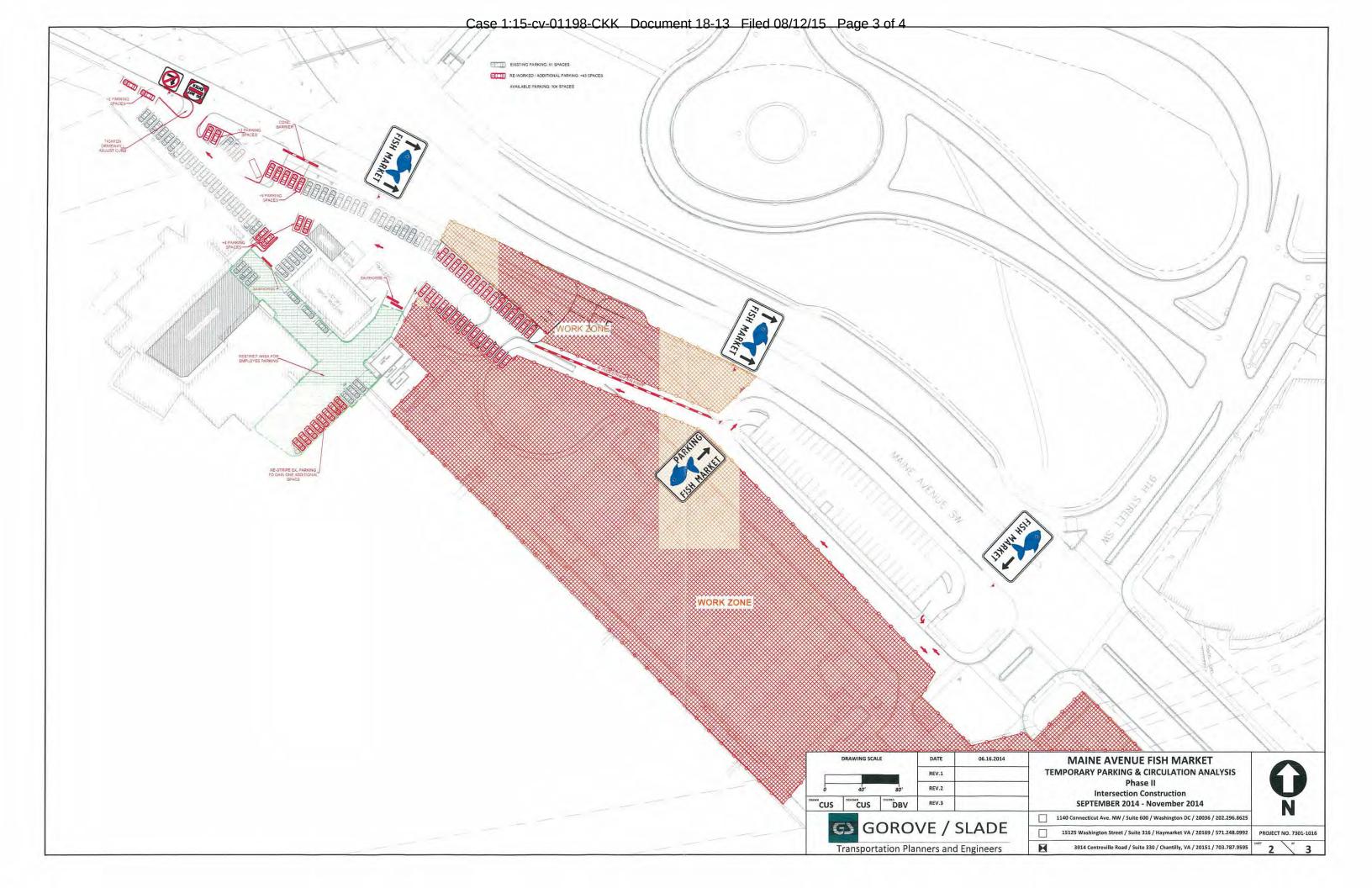
Jason - have you had a chance to review David's note and 3 points and respond? Again the points:

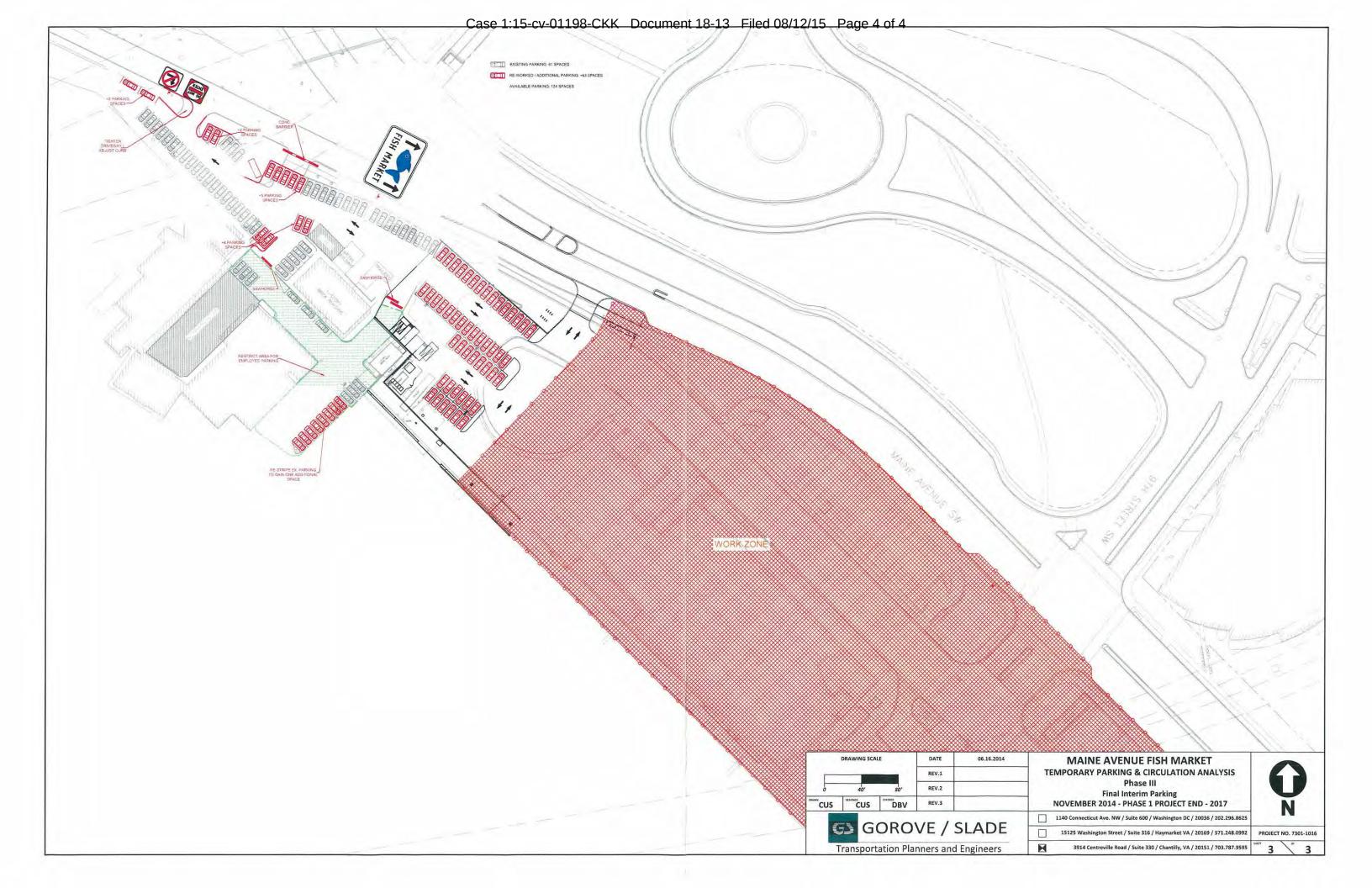
- 1. Meeting with your clients
- 2. Find the signed lease for 16-19
- 3. Buy-out follow-up

Thanks, Mark

## EXHIBIT L







## EXHIBIT M

## IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

BRW, INC. t/a CAPTAIN WHITE SEAFOOD CITY,	
and )	
SALT WATER SEAFOOD, INC.  t/a SALT WATER  )	
Plaintiffs,	
v. )	N
THE DISTRICT OF COLUMBIA, ) Case	No: 1:15-cv-01198-CKK
HOFFMAN-MADISON )	
WATERFRONT, LLC,	
and )	
THE WHARF HORIZONTAL )	
REIT LEASEHOLDER, LLC,	
Defendants.	

### **DECLARATION OF SUNNY WHITE**

- I, Sunny White, hereby state the following:
- 1. I live at 8327 Cathedral Forest Drive, Fairfax Station, Virginia 22039.
- 2. I, together with my brother, Billy White, have operated businesses at 1100 Maine Avenue, S.W., Washington, D.C. 20024 (the "Municipal Fish Market") for nearly 45 years. My sister-in-law Penny White has worked with us for over 30 years.
- 3. Our three businesses operate under long-term leases that we entered into with the District of Columbia.
- 4. The leases give us exclusive use of certain areas of the Municipal Fish Market to run our businesses, and the leases also give us access, along with the other Municipal Fish Market tenants, to other areas for the use of all of our customers ("Common Area").

- 5. In addition, under the leases, the landlord is not allowed to perform construction without consent of the Municipal Fish Market Tenant Committee. The Tenant Committee consists of our businesses, and the businesses of the other Municipal Fish Market Tenants, Jesse Taylor Seafood and Virgo Fish House.
- 6. Because of the amount of water frontage our three businesses control (52.81% of the Municipal Fish Market) the Tenant Committee cannot take any action without approval from at least one our three businesses.
- 7. In 2014, we discovered that our leases had been assigned by the District of Columbia to the developer of a neighboring property, who we found out was Hoffman-Madison Waterfront, LLC and Wharf Horizontal REIT Leaseholder, LLC (together, the "Developer").
- 8. After a number of other disputes with the Developer about construction activities that impacted our businesses, in June 2015, the Developer sent me a notice that they planned to install bollards on the Common Area in front of our businesses.
- 9. The installation of the bollards was not approved by the Tenant Committee, and we specifically objected to the installation. The email correspondence attached as Exhibit 1 accurately reflects the notice and our objection to the bollards.
- 10. The Developer installed the bollards anyway. The pictures attached as Exhibit 2 accurately reflects these bollards.

2

## Case 1:15-cv-01198-CKK Document 18-14 Filed 08/12/15 Page 4 of 10

I declare under penalty of perjury that the foregoing is true and correct. Executed on the 11<sup>th</sup> day of August, 2015

Sunny White

## EXHIBIT 1

From: Zeigler, Jason O. [mailto:jzeigler@hunton.com]

**Sent:** Tuesday, June 23, 2015 2:51 PM **To:** Bob Rubenkonig; <a href="mailto:swhite78@cox.net">swhite78@cox.net</a>

Cc: Mark Dorigan; Shawn Seaman; Miller, David L. (david.miller@pillsburylaw.com); McNamara, Michael

S.; Taylor, Wendell; <a href="mailto:whitebrw@yahoo.com">whiteprr@msn.com</a>

Subject: RE: Notice of bollard installation and prohibiting truck parking

Bob – the proposed installation of public safety bollards per your email below and the attached letter would violate the terms of the Municipal Fish Market leases. The landlord is not permitted by the terms of the lease to install structures in the common area without the approval of the tenant committee. The entities conducting business as The Wharf, Captain White's Seafood City and Saltwater Seafood at the premises do not agree to permit the proposed installation, and would consider the placing of structures in the common area by Landlord without the approval of the tenant committee a breach of their respective lease agreements.

Best,

Jason



#### Jason Zeigler

Counsel jzeigler@hunton.com p 202.955.1912 m 202.531.0112 bio | vCard

Hunton & Williams LLP 2200 Pennsylvania Avenue, NW Washington, DC 20037

200 Park Avenue 52nd Floor New York, NY 10166 hunton.com

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not he intended recipient, please advise by return email immediately and then delete this message and all copies and backups thereof.

From: Bob Rubenkonig [mailto:brubenkonig@wharfdc.com]

Sent: Friday, June 19, 2015 5:31 PM

To: <a href="mailto:swhite78@cox.net">swhite78@cox.net</a>

Cc: Zeigler, Jason O.; Mark Dorigan; Shawn Seaman

Subject: Notice of bollard installation and prohibiting truck parking

Good afternoon Sonny,

### Case 1:15-cv-01198-CKK Document 18-14 Filed 08/12/15 Page 7 of 10

Attached is a notice to everyone at the Municipal Fish Market that on Friday, June 26, 2015, public safety bollards will be installed at the entrance to the two existing concrete piers to prevent any vehicles from stopping or parking on the two structures.

We also detail in the letter that using the premises for staging of any 3<sup>rd</sup> party business venture, other off-site business or parking of delivery trucks overnight or in patron parking spaces is strictly prohibited.

The plan outlined in this letter will be implemented one week from today, so please share this information with your family and staff.

With my regards, Bob

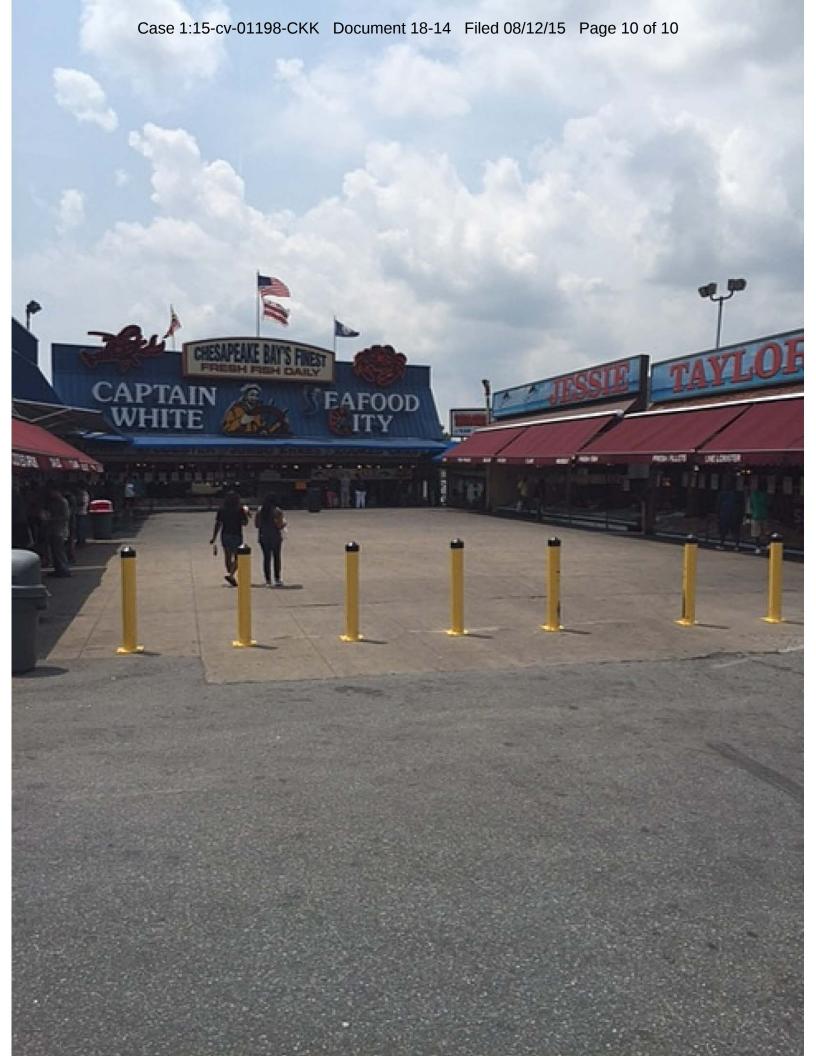
### **Bob Rubenkonig**

×

690 Water Street, SW Washington, DC 20024 brubenkonig@wharfdc.com 202-688-3583 (office) 202-999-0993 (cell)

## EXHIBIT 2





## EXHIBIT N

## Case 1:15-cv-01198-CKK Document 18-15 Filed 08/12/15 Page 2 of 3

## ALBERT & SCHULWOLF, LLC

2273 RESEARCH BOULEVARD SUITE 200 ROCKVILLE, MD 20850

(301) 519-1919 FACSIMILE (301) 519-9222

ANDREW B. SCHULWOLF \*

\* ALSO ADMITTED IN DC, VA and FL

WRITER'S E-MAIL: Andrew@AlbertandSchulwolf.com

June 25, 2015

### **Hand Delivered**

The Wharf, Inc.
All Occupants of the Premises
Captain White Seafood
1100 Maine Avenue, S.W.
Washington, D.C. 20024
Attn: Billy White

Re: Notice to Quit and to Vacate - Municipal Fish Wharf
1100 Maine Ave., S.W., Spaces 16, 17, 18 and 19, Washington, DC ("Premises")

Dear Mr. White:

This Firm represents Wharf Horizontal REIT Leaseholder, LLC ("Wharf Horizontal"), the owner of the Premises. Despite Wharf Horizontal's several requests for a fully executed copy of the purported Lease Agreement between the prior owner of the Premises, The District of Columbia, as landlord, and The Wharf, Inc. ("The Wharf"), as tenant, for the Premises, no such Lease Agreement has been provided. As such, and until such time as you produce a copy of a Lease Agreement for the Premises that has been signed by both The District of Columbia and The Wharf, Wharf Horizontal is proceeding under the assumption that no valid Lease Agreement or any other agreement exists which would give The Wharf, Captain White Seafood or any other current occupant(s) of the Premises, the right to possess and/or to use the Premises. Accordingly, Wharf Horizontal considers any entity currently in possession of the Premises to be occupying the Premises without any legal right to do so.

Accordingly, notice is hereby given for The Wharf, Captain White Seafood and/or all other occupants of the Premises to quit, vacate and surrender the entire Premises to Wharf Horizontal no later than 11:59 p.m. (EST) on July 31, 2015 ("Premises Surrender Date"). In the event that any occupant or operator in the Premises shall fail or refuse to vacate the Premises by the Premises Surrender Date, Landlord shall undertake any and all actions necessary to regain possession of the Premises from such occupant including, without limitation, the institution of legal proceedings for possession of the Premises.

In addition, Captain White Seafood has been utilizing Barge No. 17 as a dining area for its customers' exclusive use. Although Captain White Seafood has no legal or other right to use this Barge, for any purpose, it does not appear as if The Wharf, Captain White Seafood or any other occupant has obtained a permit or a Certificate of Occupancy to operate the Barge as a dining facility for use by the public. Wharf Horizontal is greatly concerned that the use of the Barge as a customer dining area poses a significant safety risk to the public, particularly as the

Barge is not intended or designed for this use and it has not been approved, either by Wharf Horizontal or The District of Columbia, for a public dining use. In fact, it has recently come to the landlord's attention that a young child had to be rescued from the water after falling off of the Barge. Accordingly, demand is hereby made upon The Wharf, Captain White Seafood and/or any other occupant(s) of Barge No. 17 to immediately cease and desist using the Barge for public dining. If Barge No. 17 is not immediately closed to the public, Wharf Horizontal will contact the appropriate governmental agency, including the District of Columbia Department of Consumer and Regulatory Affairs, to force the closure of the Barge. The Wharf, Captain White Seafood and/or any other occupant(s) of the Premises, including their respective owners, shall be held directly responsible for any injuries that may result from the continued unauthorized use of Barge No. 17 as a public dining area. It is expected that The Wharf, Captain White Seafood and/or any other occupant of Barge No. 17 will prioritize the safety of the public over its own business interests by immediately closing Barge No. 17 to the public.

Finally, Wharf Horizontal's acceptance of any payment(s) from any occupant in connection with the use of Premises shall not constitute a waiver of this Notice to Quit and to Vacate the Premises nor shall it provide any such occupant with any rights in and to the Premises.

Wharf Horizontal reserves all rights and remedies available at law and/or in equity in connection with this matter including, without limitation, the right to seek injunctive relief to enjoin the continued use of Barge No. 17.

Please govern yourself accordingly.

Very truly yours,

Andrew B. Schulwolf

ce: Mark Dorigan Dan McCahan Bob Rubenkonig Michael S. McNamara, Esq.

> Via Electronic Mail and Next Business Day Delivery Jason Zeigler, Esq. Hunton & Williams LLP 2200 Pennsylvania Avenue, N.W. Washington, D.C. 20037

## EXHIBIT O

Case 1:15-cv-01198-CKK Document 18-16 Filed 08/12/15 Page 2 of 4

## ALBERT & SCHULWOLF, LLC

2273 RESEARCH BOULEVARD SUITE 200 ROCKVILLE, MD 20850

(301) 519-1919 FACSIMILE (301) 519-9222

ANDREW B. SCHULWOLF \*

\* ALSO ADMITTED IN DC, VA and FL

WRITER'S E-MAIL: Andrew@AlbertandSchulwolf.com

June 25, 2015

### **Hand Delivered**

W.D. Inc. d/b/a Pruitt's Seafood 1100 Maine Avenue, S.W. Washington, D.C. 20024 Attn: Billy White

Re: Notice of Termination of Lease Agreement Dated April 1, 2001 ("Lease") By and Between Wharf Horizontal REIT Leaseholder, LLC, as Successor-in-Interest by Assignment from The District of Columbia ("Wharf Horizontal"), as landlord, and W.D. Inc. d/b/a Pruitt's Seafood, as Successor by Assignment from DNM Seafood, Inc. ("Tenant"), as Tenant, for the Premises Located Within the Municipal Fish Wharf at 1100 Maine Avenue, S.W., Spaces 1, 2, 3 and 4, Washington, D.C. (collectively, the "Premises") and Notice to Quit and Vacate the Premises

Dear Mr. White:

This Firm represents Wharf Horizontal, the owner of the Premises. Wharf Horizontal has made multiple, unsuccessful requests of Tenant to cease its alterations and construction of the Barges located at the Premises and to provide it with copies of plans, permits and insurance coverage for the construction work. In its March 23, 2015 letter to Tenant, Wharf Horizontal advised Tenant that it was required to obtain the landlord's consent before performing any construction work, including alterations, to the Barges. In that letter, the landlord further requested that Tenant provide, among other things, all permits for the construction work and copies of plans prepared by a licensed architect specializing in waterside/barge construction.

As Tenant failed to provide Wharf Horizontal with any of the information requested in its March 23, 2015 letter and failed to cease its construction work at the Barges, Wharf Horizontal, through its counsel Michael S. McNamara, Esq., served Tenant with a Notice of Default dated April 20, 2015, notifying Tenant that its failure to obtain the landlord's consent to perform the construction work at the Barges and/or to obtain a building permit for the work, as required under Section 13 of the Lease (Alterations), constituted a default of the Lease. Tenant was further advised that if it failed, within thirty (30) days after the delivery of the foregoing Notice of Default, to (i) obtain landlord's approval for the construction work, (ii) provide landlord with a copy of all permits for the work performed; and (iii) provide evidence of all marine work insurance covering the construction work, Wharf Horizontal would exercise all of its rights under Section 22 of the Lease (Landlord's Remedies in Case of Tenant's Default). Such remedies include the right to immediately terminate the Lease. Despite Wharf Horizontal's repeated

requests that Tenant cease its construction on the Barges at the Premises and that it provide copies of architectural plans, permits and insurance, Tenant has failed and refused to provide any of the information requested within the foregoing thirty (30) cure period nor has it ceased its construction work at the Barges. Although it appears as if Tenant obtained a Building Permit on June 2, 2015 to perform construction work to the "crab steam house water vessel," Tenant commenced performing the construction work well before the permit was issued. In addition, the Tenant has apparently not obtained a permit to construct and build-out the new Barge nor has it obtained a permit to renovate the existing Barge. As such, Tenant has illegally performed alterations and construction work on the Barges in violation of applicable District of Columbia building codes and law. Furthermore, Tenant failed to obtain Wharf Horizontal's consent to perform any of the construction work and/or to install a new Barge prior to performing the work, as required under Section 13 of the Lease. Tenant's actions constitute a Default under the Lease.

Please be advised, therefore, that in accordance with Section 22(A) of the Lease, and as a result of Tenant's Default, Wharf Horizontal hereby exercises its right to terminate Tenant's Lease for the Premises **effective immediately**. As such, any and all rights that Tenant may have had to occupy and/or to possess the Premises are hereby terminated. Notwithstanding Wharf Horizontal's termination of the Lease and any action(s) taken by Wharf Horizontal to regain possession of the Premises, Tenant shall continue to remain liable to Wharf Horizontal for the payment of all Rent and damages incurred as reserved under Section 22(B) of the Lease.

Furthermore, notice is hereby given for Tenant to quit, vacate and surrender the Premises no later than 11:59 p.m. (EST) on July 31, 2015 ("Premises Surrender Date"). As provided in Section 26 of the Lease, if Tenant shall fail "to remove the Barges or other property" from the Premises upon the termination of the Lease, such property, at Landlord's option, shall become the property of Landlord or shall be removed and stored by Landlord at Tenant's expense. Please be further advised that if Tenant shall fail to remove the Barges and its property from the Premises by the Premises Surrender Date, Wharf Horizontal shall, in its sole discretion, become the owner of the Barges and property or it will elect, at Tenant's costs, to remove and store the property. Tenant shall be responsible for all damages to Wharf Horizontal's Premises in connection with the removal and disposal of any Tenant property that may remain in the Premises after the Premises Surrender Date.

In the event Tenant shall fail or refuse to vacate the Premises by the Premises Surrender Date, Landlord shall undertake any and all actions necessary to regain possession of the Premises from Tenant including, without limitation, the institution of legal proceedings for possession of the Premises and money damages. Any such legal proceeding shall request that Tenant be required to reimburse Wharf Horizontal for its reasonable attorney fees and costs incurred in connection with Tenant's Default, including any eviction proceedings.

Finally, Wharf Horizontal's acceptance of any subsequent payments from Tenant and/or its application of any existing Security Deposit, towards any unpaid Rent, any future unpaid Rent, its attorney fees and/or any damages suffered by Wharf Horizontal in this matter, shall not constitute a waiver of any Default nor shall it be considered a waiver of, or a rescission of, Wharf Horizontal's termination of the Lease.

Wharf Horizontal reserves all rights and remedies available under the Lease, including Section 22, at law and/or in equity in connection with Tenant's Default and the termination of the Lease.

Please govern yourself accordingly.

Very truly yours,

Andrew B. Schulwolf

cc: Mark Dorigan
Dan McCahan
Bob Rubenkonig
Michael S. McNamara, Esq.

Via Electronic Mail and Next Business Day Delivery

Jason Zeigler, Esq. Hunton & Williams LLP 2200 Pennsylvania Avenue, N.W. Washington, D.C. 20037

## EXHIBIT P

## THEWHARF

Wharf Horizontal REIT Leaseholder LLC
The Wharf
690 Water Street, SW
Washington, DC 20024

## VIA OVERNIGHT MAIL

March 25, 2015

Re:

W.D. Inc. 1100 Maine Avenue, S.W. Washington, DC 20024 Attn: Mr. Billy White

That certain Lease Agreement dated as of April 1, 2001 (the "Lease") for Spaces 1, 2, 3 and 4 at the municipal fish wharf, Washington, D.C. ("Premises") by and between (i) Wharf Horizontal REIT Leaseholder LLC, a Delaware limited liability company ("Landlord"), as successor by assignment from the District of Columbia, acting on behalf of the United States of America, and (ii) W.D. Inc., a Virginia corporation ("Tenant"), as and to the extent a successor by assignment from Pruitt's Seafood, Inc., a Virginia corporation, to DNM Seafood, Inc., a District of Columbia corporation ("DNM") and from DNM to Tenant.

Dear Mr. White:

Section 1.J, Section 13 and Exhibit E of the Lease require Tenant to obtain Landlord's approval before making certain alterations or changes to the Barges owned by the tenant under the Lease or to the frontage occupied by the Barges. Pursuant to the Lease, Tenant must also comply with all applicable Federal and local regulations and laws.

Tenant has performed new waterside construction at the Premises without Landlord's approval. Landlord has requested on multiple occasions over the past several weeks information related to this construction and all necessary permits. Please provide: (i) a description Tenant's intended purpose, (ii) any provision in the Lease that you claim permits such construction and/or use, (iii) a description of the work and, for all work that requires a permit, copies of Tenant's plans prepared by and sealed by a licensed architect specializing in waterside/barge construction, (iv) the identity of Tenant's contractor for this work and (v) all necessary permits.

Further, Section 1.J requires an amendment to the Lease approving any use of the seawall frontage abutting Space Number 1 for sale of goods or services. Please also provide any such amendment to the Lease; we are not aware of any such amendment. Tenant shall cease all such unpermitted work until this issue is resolved. If Tenant believes Landlord has misunderstood the current situation, please provide a letter of explanation and provide copies of all of the information requested.

Failure to heed this notice will be considered a default under the Lease and nothing contained herein should be construed as an approval or waiver of any of Landlord's rights or remedies under or relating to the Lease.

Sincerely

Mark Dorigan

cc: Jason Zeigler (via overnight mail)

# EXHIBIT Q



HUNTON & WILLIAMS LLP 2200 PENNSYLVANIA AVENUE, NW WASHINGTON, D.C. 20037-1701

TEL 202 • 955 • 1500 FAX 202 • 778 • 2201

JASON O. ZEIGLER DIRECT DIAL: 202.955.1912 EMAIL: jzeigler@hunton.com

March 30, 2015

Wharf Horizontal REIT Leaseholder LLC 690 Water Street, SW Washington, District of Columbia 20024

### Re March 25, 2015 Letter from Mark Dorigan to Billy White

Dear Mr. Dorigan:

Reference is hereby made to your letter dated March 25, 2015, attached hereto as <u>Exhibit A</u> (the "<u>Letter</u>"). Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Letter, or if not defined in the Letter, in the Lease.

Section 13 of the Lease expressly permits Tenant to alter the Barges, provided such alterations (a) do not harm the Project, (b) comply with all applicable Federal and local building codes, regulations and laws. Tenant has no reason to believe, and Landlord has not demonstrated, that the alterations currently underway either harm the Project or fail to comply with applicable Federal and local building codes, regulations and laws. Tenant's permitting consultants have indicated that no permits are required for the alterations being performed on the Barges, and Tenant is relying in good faith on that determination. If Landlord has determined that any permits are required that have not been obtained, please provide documentation supporting such determination, and Tenant will use all commercially reasonable efforts to obtain any required permits from the appropriate authorities.

Section 1.J of the Lease requires Landlord's consent prior to Tenant expanding into Space No. 1, and Section 13 of the Lease requires that any alteration that includes an expansion of the horizontal space covered by the Barges shall require the consent of Landlord. Tenant has not expanded into Space No. 1 (more than twenty-eight feet remain between Barge 2 and the property line) and the alterations do not involve an expansion of the horizontal space covered by the Barges. Accordingly, Landlord's consent is not required under Section 1.J or Section 13 of the Lease.

<u>Exhibit E</u> of the Lease requires that the plans and contractors for doing any work in the Premises that requires a permit must be submitted to Landlord for approval. As noted above, Tenant has been advised that no permits are necessary for the alterations being performed, and accordingly, Landlord's approval of the plans and contractors is not required.



Wharf Horizontal REIT Leaseholder LLC March 30, 2015 Page 2

The alterations being performed at the Premises are expressly permitted by the Lease, as they do not harm the Project and are being performed in compliance with all applicable Federal and local building codes, regulations and laws. Tenant has not violated the Lease and is not in default of the terms thereof.

We call your attention to Section 29 of the Lease, which provides that as long as Tenant is not in default under the Lease, Tenant may peaceably and quietly enjoy the Premises for the Term without hindrance or molestation by Landlord.

Sincerely,

Jason Zeigler

cc: David Miller (via electronic mail)
Billy White (via electronic mail)

## Exhibit A

(attached)



## Wharf Horizontal REIT Leaseholder LLC The Wharf 690 Water Street, SW Washington, DC 20024

### **VIA OVERNIGHT MAIL**

March 25, 2015

Re:

W.D. Inc. 1100 Maine Avenue, S.W. Washington, DC 20024 Attn: Mr. Billy White

That certain Lease Agreement dated as of April 1, 2001 (the "Lease") for Spaces 1, 2, 3 and 4 at the municipal fish wharf, Washington, D.C. ("Premises") by and between (i) Wharf Horizontal REIT Leaseholder LLC, a Delaware limited liability company ("Landlord"), as successor by assignment from the District of Columbia, acting on behalf of the United States of America, and (ii) W.D. Inc., a Virginia corporation ("Tenant"), as and to the extent a successor by assignment from Pruitt's Seafood, Inc., a Virginia corporation, to DNM Seafood, Inc., a District of Columbia corporation ("DNM") and from DNM to Tenant.

Dear Mr. White:

Section 1.J, Section 13 and Exhibit E of the Lease require Tenant to obtain Landlord's approval before making certain alterations or changes to the Barges owned by the tenant under the Lease or to the frontage occupied by the Barges. Pursuant to the Lease, Tenant must also comply with all applicable Federal and local regulations and laws.

Tenant has performed new waterside construction at the Premises without Landlord's approval. Landlord has requested on multiple occasions over the past several weeks information related to this construction and all necessary permits. Please provide: (i) a description Tenant's intended purpose, (ii) any provision in the Lease that you claim permits such construction and/or use, (iii) a description of the work and, for all work that requires a permit, copies of Tenant's plans prepared by and sealed by a licensed architect specializing in waterside/barge construction, (iv) the identity of Tenant's contractor for this work and (v) all necessary permits.

Further, Section 1.J requires an amendment to the Lease approving any use of the seawall frontage abutting Space Number 1 for sale of goods or services. Please also provide any such amendment to the Lease; we are not aware of any such amendment.

Tenant shall cease all such unpermitted work until this issue is resolved. If Tenant believes Landlord has misunderstood the current situation, please provide a letter of explanation and provide copies of all of the information requested.

Failure to heed this notice will be considered a default under the Lease and nothing contained herein should be construed as an approval or waiver of any of Landlord's rights or remedies under or relating to the Lease.

Sincerely

Mark Dorigan

cc: Jason Zeigler (via overnight mail)

## EXHIBIT R



Pillsbury Winthrop Shaw Pittman LLP 1200 Seventeenth Street, NW | Washington, DC 20036-3006 | tel 202.663.8000 | fax 202.663.8007

Michael S. McNamara tel 202.663.9386 michael.mcnamara@pillsburylaw.com

#### VIA FEDEX

April 20, 2015

W.D. Inc. 1100 Maine Avenue, S.W. Washington, DC 20024 Attn: Mr. Billy White

Re: LEASE DEFAULT NOTICE FOR - That certain Lease Agreement dated as of April 1, 2001 (the "Lease") for Spaces 1, 2, 3 and 4 at the municipal fish wharf, Washington, D.C. ("Premises") by and between (i) Wharf Horizontal REIT Leaseholder LLC, a Delaware limited liability company ("Landlord"), as successor by assignment from the District of Columbia, acting on behalf of the United States of America, and (ii) W.D. Inc., a Virginia corporation ("Tenant"), as and to the extent a successor by assignment from Pruitt's Seafood, Inc., a Virginia corporation, to DNM Seafood, Inc., a District of Columbia corporation ("DNM") and from DNM to Tenant.

The Landlord's March 25, 2015 letter (Exhibit A) provided written notice to the Tenant that it was performing new construction on a newly installed barge adjacent to the existing barge as well as alterations and construction on its existing barge without approval of the Landlord in the case of the new construction or applicable permits for the new construction and alterations of the existing barge.

Through Tenant's counsel, repeated requests were made for Tenant to follow lease requirements, provide copies of plans for Landlord's review and approval and provide evidence of proper permits as well as appropriate insurance coverage. Tenant through its counsel, provided shifting responses, at one point assuring Landlord that it had permits, then assuring Landlord that no permits were required but that Tenant had requested a permit "just in case," and at still another point insisting that Landlord provide an explanation for why permits were required based on an apparent theory that the Premises are in an unregulated netherworld. Notwithstanding Landlord's repeated attempts to obtain the required information and permits and direction to Tenant to refrain from making further improvements until Tenant provided the

www.pillsburylaw.com 405181950v1

April 20, 2015 Page 2

required information, Tenant has continued to perform work on the barges in direct violation of the Lease and applicable laws.

The Premises are within the District of Columbia and thus under the jurisdiction of the DC government. *See United States v. Old Dominion Boat Club*, 630 F.3d 1039 (DC Cir. 2011) and DC Code Section 10-501.01. Tenant was required to obtain a building permit from the Inspector of Buildings before doing <u>any construction</u>. DC Code Section 6-641.09. The location of the Premises on a wharf does not relieve it of this requirement. DC Building Code Section 101.5.4 provides:

The Construction Codes shall apply to structures, including, but not limited to, piers, wharves, jetties, slips, boat storage facilities, marinas, and pilings, located in or adjacent to any river or body of water within the limits of the District of Columbia. . . .

Tenant is clearly obligated to obtain a building permit from the District of Columbia for the alterations and construction it is performing at the Premises. Tenant is also required to obtain a permit from the U.S. Army Corps of Engineers pursuant to the Rivers and Harbors Act of 1899. Finally, pursuant to the terms of the Lease, Tenant is required to obtain the Landlord's consent to any new construction which the attached pictures clearly show was the case in this instance (Exhibit B).

Tenant's failure to obtain Landlord's approval or permits before this work was a default of its obligations under Section 13 of the Lease. Under Section 21 of the Lease, Tenant had 30 days to remedy that default from the written notice provided in Landlord's March 25 letter. Tenant has both failed to cure the default and has continued the default without regard to its requirements under the Lease or applicable laws.

For avoidance of doubt, Landlord is providing this LEASE DEFAULT NOTICE TO TENANT. Tenant has 30 days to remedy the existing defaults under the Lease from delivery of this written notice which 30–day period will expire on May 20, 2015 at 5pm. To cure the default, Tenant is required to obtain Landlord's approval for the new construction as well any material alterations being made to the existing barges and to provide all necessary permits for the work performed to date and evidence of appropriate marine work insurance. If Tenant has not remedied its defaults by May 20, 2015, Landlord reserves the right to exercise its rights under Section 22 of the Lease including but not limited to an immediate termination of the Lease. In addition, Landlord reserves its rights under the Lease and at law, including, but not limited to, the right to

April 20, 2015 Page 3

recover all other resulting damages from Tenant including but not limited to attorneys' fees and court costs.

Sincerely,

Michael me Maman

Michael S. McNamara

cc: Jason Zeigler (via overnight mail)

Will Lee (DMPED via overnight mail)

Jennifer Castor (Office of the Attorney General via overnight mail)

Mark Dorigan

**Exhibits** 

www.pillsburylaw.com 405181950v1

# EXHIBIT S



HUNTON & WILLIAMS LLP 2200 PENNSYLVANIA AVENUE, NW WASHINGTON, D.C. 20037-1701

TEL 202 • 955 • 1500 FAX 202 • 778 • 2201

JASON O. ZEIGLER DIRECT DIAL: 202.955.1912 EMAIL: jzeigler@hunton.com

May 14, 2015

Wharf Horizontal REIT Leaseholder LLC 690 Water Street, SW Washington, District of Columbia 20024

#### Re April 20, 2015 Lease Default Notice

Dear Mr. Dorigan:

Reference is hereby made to the letter dated April 20, 2015, attached hereto as <u>Exhibit A</u> (the "<u>Letter</u>"). Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Letter, or if not defined in the Letter, in the Lease.

Tenant hereby requests that Landlord approve the construction performed by Tenant in accordance with the enclosed permit application submitted by Tenant for such construction. If Landlord does not find the attached enclosed sufficient to approve such construction, Tenant requests that Landlord, without the waiver of any rights by either party, forbear from taking any further action with respect to such construction until June 5, 2015 in order to give the parties sufficient time to determine a course of action to address the construction.

Sincerely,

Jason Zeigler

cc: David Miller (via UPS overnight, with enclosure)

Michael S. McNamara (via electronic mail)

Billy White (via electronic mail)

### Exhibit A

(attached)



Pillsbury Winthrop Shaw Pittman LLP 1200 Seventeenth Street, NW | Washington, DC 20036-3006 | tel 202.663.8000 | fax 202.663.8007

Michael S. McNamara tel 202.663.9386 michael.mcnamara@pillsburylaw.com

#### VIA FEDEX

April 20, 2015

Re:

W.D. Inc. 1100 Maine Avenue, S.W. Washington, DC 20024 Attn: Mr. Billy White

LEASE DEFAULT NOTICE FOR - That certain Lease Agreement dated as of April 1, 2001 (the "Lease") for Spaces 1, 2, 3 and 4 at the municipal fish wharf, Washington, D.C. ("Premises") by and between (i) Wharf Horizontal REIT Leaseholder LLC, a Delaware limited liability company ("Landlord"), as successor by assignment from the District of Columbia, acting on behalf of the United States of America, and (ii) W.D. Inc., a Virginia corporation ("Tenant"), as and to the extent a successor by assignment from Pruitt's Seafood, Inc., a Virginia corporation, to DNM Seafood, Inc., a District of Columbia corporation ("DNM") and from DNM to Tenant.

The Landlord's March 25, 2015 letter (Exhibit A) provided written notice to the Tenant that it was performing new construction on a newly installed barge adjacent to the existing barge as well as alterations and construction on its existing barge without approval of the Landlord in the case of the new construction or applicable permits for the new construction and alterations of the existing barge.

Through Tenant's counsel, repeated requests were made for Tenant to follow lease requirements, provide copies of plans for Landlord's review and approval and provide evidence of proper permits as well as appropriate insurance coverage. Tenant through its counsel, provided shifting responses, at one point assuring Landlord that it had permits, then assuring Landlord that no permits were required but that Tenant had requested a permit "just in case," and at still another point insisting that Landlord provide an explanation for why permits were required based on an apparent theory that the Premises are in an unregulated netherworld. Notwithstanding Landlord's repeated attempts to obtain the required information and permits and direction to Tenant to refrain from making further improvements until Tenant provided the

April 20, 2015 Page 2

required information, Tenant has continued to perform work on the barges in direct violation of the Lease and applicable laws.

The Premises are within the District of Columbia and thus under the jurisdiction of the DC government. See United States v. Old Dominion Boat Club, 630 F.3d 1039 (DC Cir. 2011) and DC Code Section 10-501.01. Tenant was required to obtain a building permit from the Inspector of Buildings before doing any construction. DC Code Section 6-641.09. The location of the Premises on a wharf does not relieve it of this requirement. DC Building Code Section 101.5.4 provides:

The Construction Codes shall apply to structures, including, but not limited to, piers, wharves, jetties, slips, boat storage facilities, marinas, and pilings, located in or adjacent to any river or body of water within the limits of the District of Columbia. . . .

Tenant is clearly obligated to obtain a building permit from the District of Columbia for the alterations and construction it is performing at the Premises. Tenant is also required to obtain a permit from the U.S. Army Corps of Engineers pursuant to the Rivers and Harbors Act of 1899. Finally, pursuant to the terms of the Lease, Tenant is required to obtain the Landlord's consent to any new construction which the attached pictures clearly show was the case in this instance (Exhibit B).

Tenant's failure to obtain Landlord's approval or permits before this work was a default of its obligations under Section 13 of the Lease. Under Section 21 of the Lease, Tenant had 30 days to remedy that default from the written notice provided in Landlord's March 25 letter. Tenant has both failed to cure the default and has continued the default without regard to its requirements under the Lease or applicable laws.

For avoidance of doubt, Landlord is providing this LEASE DEFAULT NOTICE TO TENANT. Tenant has 30 days to remedy the existing defaults under the Lease from delivery of this written notice which 30—day period will expire on May 20, 2015 at 5pm. To cure the default, Tenant is required to obtain Landlord's approval for the new construction as well any material alterations being made to the existing barges and to provide all necessary permits for the work performed to date and evidence of appropriate marine work insurance. If Tenant has not remedied its defaults by May 20, 2015, Landlord reserves the right to exercise its rights under Section 22 of the Lease including but not limited to an immediate termination of the Lease. In addition, Landlord reserves its rights under the Lease and at law, including, but not limited to, the right to

April 20, 2015 Page 3

recover all other resulting damages from Tenant including but not limited to attorneys' fees and court costs.

Sincerely,

Michael me Mamon

Michael S. McNamara

cc: Jason Zeigler (via overnight mail)

Will Lee (DMPED via overnight mail)

Jennifer Castor (Office of the Attorney General via overnight mail)

Mark Dorigan

**Exhibits** 

### EXHIBIT A



## Wharf Horizontal REIT Leaseholder LLC The Wharf 690 Water Street, SW Washington, DC 20024

#### VIA OVERNIGHT MAIL

March 25, 2015

W.D. Inc. 1100 Maine Avenue, S.W. Washington, DC 20024 Attn: Mr. Billy White

Re: That certain Lease Agreement dated as of April 1, 2001 (the "Lease") for Spaces 1, 2, 3 and 4 at the municipal fish wharf, Washington, D.C. ("Premises") by and between (i) Wharf Horizontal REIT Leaseholder LLC, a Delaware limited liability company ("Landlord"), as successor by assignment from the District of Columbia, acting on behalf of the United States of America, and (ii) W.D. Inc., a Virginia corporation ("Tenant"), as and to the extent a successor by assignment from Pruitt's Seafood, Inc., a Virginia corporation, to DNM Seafood, Inc., a District of Columbia corporation ("DNM") and from DNM to Tenant.

Dear Mr. White:

Section 1.J, Section 13 and Exhibit E of the Lease require Tenant to obtain Landlord's approval before making certain alterations or changes to the Barges owned by the tenant under the Lease or to the frontage occupied by the Barges. Pursuant to the Lease, Tenant must also comply with all applicable Federal and local regulations and laws.

Tenant has performed new waterside construction at the Premises without Landlord's approval. Landlord has requested on multiple occasions over the past several weeks information related to this construction and all necessary permits. Please provide: (i) a description Tenant's intended purpose, (ii) any provision in the Lease that you claim permits such construction and/or use, (iii) a description of the work and, for all work that requires a permit, copies of Tenant's plans prepared by and sealed by a licensed architect specializing in waterside/barge construction, (iv) the identity of Tenant's contractor for this work and (v) all necessary permits.

Further, Section 1.J requires an amendment to the Lease approving any use of the seawall frontage abutting Space Number 1 for sale of goods or services. Please also provide any such amendment to the Lease; we are not aware of any such amendment.

405104491v3

Page 2

Tenant shall cease all such unpermitted work until this issue is resolved. If Tenant believes Landlord has misunderstood the current situation, please provide a letter of explanation and provide copies of all of the information requested.

Failure to heed this notice will be considered a default under the Lease and nothing contained herein should be construed as an approval or waiver of any of Landlord's rights or remedies under or relating to the Lease.

Sincerely,

Mark Dorigan

cc: Jason Zeigler (via overnight mail)

### **EXHIBIT B**

Case 1:15-cv-01198-CKK Document 18-20 Filed 08/12/15 Page 11 of 12



12/26/14: No signs of construction visible.



1/28/15: Floating barge docked adjacent to existing structure.

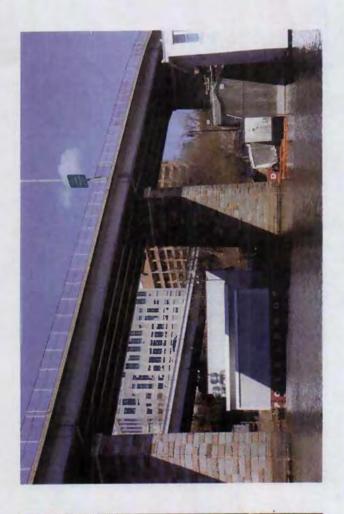


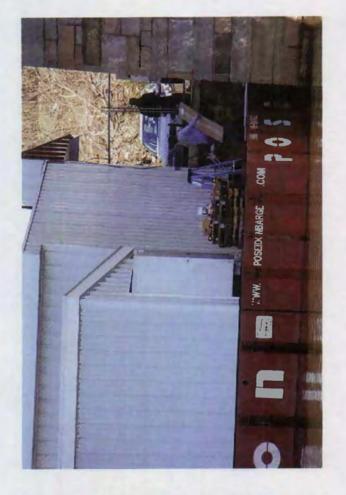
2/25/15: Wooden frame erected on barge.



3/29/15: Structure on barge fully enclosed.

Case 1:15-cv-01198-CKK Document 18-20 Filed 08/12/15 Page 12 of 12









Photos taken 4/1/2015

# EXHIBIT T

----Original Message----

From: Zeigler, Jason O.

Sent: Thursday, June 04, 2015 1:25 PM

To: 'McNamara, Michael S.'; Miller, David L. (david.miller@pillsburylaw.com)

Subject: FW: Wharf Permit

The final permit has been received. Attached is a picture of it sent by my client (I've already requested a copy that doesn't cut off the right side). Please let me know if you have any update from your client on where they are on this. Thanks.

Best,

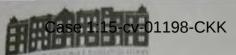
Jason

Jason Zeigler Counsel jzeigler@hunton.com p 202.955.1912 m 202.531.0112

Hunton & Williams LLP 2200 Pennsylvania Avenue, NW Washington, DC 20037

200 Park Avenue 52nd Floor New York, NY 10166 www.hunton.com

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not the intended recipient, please advise by return email immediately and then delete this message and all copies and backups thereof.



1:15-cv-01198-CKK Document 18-21 Filed 08/12/15 Page 3 of 3

Permit Operations Division 1100 4th Street SW Washington DC 20024 Tel. (202) 442 - 4589 Fax (202) 442 4862

### BUILDING PERMIT

THIS PERMIT MUST ALWAYS BE CONSPICUOUSLY DISPLAYED AT THE ADDRESS OF WORK UNTIL WORK IS COMPLETED AND APPROVED

Issue Date 06/0

PERMIT NO.	B1505539		Expiration Date		
Address of Project		Zone.	Ward:	Square	
1100 MAINE AVE SW				0.477	

Description Of Work

Permission Is Hereby Granted To

Construction to crab steam house water vessel at existing fish sales pavilion.

Billy White 1100 MAINE AVENUE, SW, WDC 20024 Permit Type: Proposed Use: Existing Use Alteration and Repair Storage Storage Existing Dwell Proposed Dwell Agent Name: Agent Address:

Owner Address

Franklin Moody 20784

4820 Woodlawn Dr. Hyattsville, Md

Units\*

Units:

No. of Stories:

PERMIT FEE

Conditions/ Restrictions.

This Pennit Expires if no Construction is Started Within 1 Year or if the Inspection is Over 1 Year.

All Construction Done According To The Current Building Codes And Zoning Regulations;

As a condition precedent to the issuance of this permit, the owner agrees to conform with all conditions set forth her the work authorized hereby in accordance with the approved application and plans on file with the District Government with all applicable laws and regulations of the District of Columbia. The District of Columbia has the right to enter upon to inspect all work authorized by this permit and to require any change in construction which may be necessary to with the permit and with all the applicable regulations of the District of Columbia. Work authorized under this Permi one(1) year of the date appearing on this permit or the permit is automatically void. If work is started, any application must be made within six months of the date appearing on this permit.

Lead Paint Abstement

Whenever any such work related to this Permit could result in the disturbance of lead based point, the permit holder shall abide by all applicable paint activities provisions of the 'Lead Hazard Prevention and Elimination Act of 2008' and the EPA Lead Renovation, Repair and Painting rule' regarding tead-based include adherence to lead-safe work practices. For more information, go to http://ddoe.dc.gov. Lead and Healthy Housing.

Interim Director: Melinda Bolling

Melinda Bolling

Permit Clerk

Stacie Williams

TO REPORT WASTE, FRAUD OR ABUSE BY ANY DC GOVERNMENT OFFICIAL, CALL THE DC INSPECTOR GENERAL AT 1-800-521-1639 FOR CONSTRUCTION INSPECTION INQUIRIES CALL (202) 442-9557 TO SCHEDULE INSPECTIONS PLEASE CALL (202) 442-9557.

# EXHIBIT U

### IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

THE WHARF, INC. t/a THE WHARF,	) )
BRW, INC. t/a CAPTAIN WHITE SEAFOOD CITY,	) )
and	)
SALT WATER SEAFOOD, INC. t/a SALT WATER	) )
Plaintiffs,	)
V.	) Case No: 1:15-cv-01198-CKK
THE DISTRICT OF COLUMBIA,	) Case No. 1.13-CV-01198-CRR
HOFFMAN-MADISON WATERFRONT, LLC,	) ) )
and	
THE WHARF HORIZONTAL REIT LEASEHOLDER, LLC,	) ) )
Defendants.	)

#### **DECLARATION OF BARBARA J. COLE**

- I, Barbara J. Cole, hereby states the following:
- 1. My son Gerald and I are both crab lovers and we go to the Municipal Fish Market for crabs.
- 2. We typically go to Captain White's or to Jesse Taylor's open air fish markets.
- 3. We used to go once or twice a week, but now we only go once every two weeks.
- 4. We go less frequently because of the access, parking, and traffic situation that has occurred after the closure of Water Street and because of the construction at the

Municipal Fish Market.

- 5. I have also heard others complain about those issues and I know some people have stopped going at all because of those issues.
- 6. I have heard rumors that the landlords are trying to evict the tenants of the businesses at the Municipal Fish Market.
- 7. I do not think this is right and I would like to keep the fish markets open.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 4th day of August, 2015

Barbara J. Cole

Barbara

## EXHIBIT V

### IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

THE WHARF, INC. t/a THE WHARF,	) )
BRW, INC. t/a CAPTAIN WHITE SEAFOOD CITY,	) ) )
and	)
SALT WATER SEAFOOD, INC. t/a SALT WATER	) ) )
Plaintiffs,	)
v.	) ) Case No: 1:15-cv-01198-CKK
THE DISTRICT OF COLUMBIA,	) Case No. 1.13-CV-01176-CRR
HOFFMAN-MADISON WATERFRONT, LLC,	) ) )
and	)
THE WHARF HORIZONTAL REIT LEASEHOLDER, LLC,	) ) )
Defendants.	)

#### DECLARATION OF ANDRE PHILLIPS

- I, Andre Phillips, hereby state the following:
- 1. I am a resident of the District of Columbia.
- 2. I have been a customer of the businesses at the Municipal Fish Market for years. I purchase crabs, oysters, and clams and usually go to Captain White's because it has good prices.

- 3. For years I have used Water Street to enter and exit the Municipal Fish Market but the District recently closed Water Street and it is nearly impossible during certain hours to access the Municipal Fish Market.
- 4. In particular, depending on the direction you come from, the Water Street closure has meant that there is practically no access to the property.
- 5. There are fewer parking spaces there now so even if you make it onto the property, there is usually nowhere to park.
- 6. Finally, the construction on the property by the nearby developer has caused problems with access and parking to the Municipal Fish Market.
- 7. Because of these issues, I go less frequently. Before the changes, I went to the Municipal Fish Market about once a week. Now I only go once every three weeks or so.
- 8. I know that others are going less frequently as well and some do not go at all anymore.

I declare under penalty of perjury that the foregoing is true and correct. Executed on 4th day of August, 2015

Andre Phillips

## EXHIBIT W

Case 1:15-cv-01198-CKK Document 18-24 Filed 08/12/15 Page 2 of 2



P.O. Box 1707 560 Sylvan Avenue Englewood Cliffs New Jersey 07632

Tel. No. 201-568-2525 Fax No. 201-568-7737

July 17, 2015

Mr. Mark White B.R.W. INC. Captain White Seafood City 1100 Maine Avenue, S.W. Washington, D.C. 20024

Dear Mr. White:

Due to the ongoing construction surrounding the area of your business we are having difficulty making deliveries to your facility. Our truckers are being rerouted due to unclear traffic patterns and are caused to drive miles out of their way to get back to your facility. Also, the drivers are having difficulty getting into your facility with their tractor trailers due to the construction. We have also been receiving complaints from the drivers as to the safety of driving in the area due to pedestrians not having proper walkways.

Based on the above issues we are unable to make deliveries in a timely manner as well as are having difficulty securing trucker drivers who will deliver to your location. These issues are beginning to have a financial impact on our company.

Due to the above, it is with great regret that I must inform you that we may have to cease deliveries to you facility until the construction / traffic patterns in your area are resolved.

It has been great pleasure working with your company for the past 20 years. Please advise if there is any resolution to the above.

Very truly yours,

Charlie Goldstein

Partner

## EXHIBIT X

#### Case 1:15-cv-01198-CKK Document 18-25 Filed 08/12/15 Page 2 of 4

From: Gow, Andrew J. 012 (Gow.Andrew@balt.sysco.com)

Sent: Sat 7/18/15 10:32 AM

To: Penny White (whiteprr@msn.com) (whiteprr@msn.com)

-----Original Message-----From: Gow, Andrew J. 012

Sent: Friday, April 17, 2015 9:33 AM

To: Borradaile, Peter 012 Cc: Olson, Adam W. 012

Subject: PRIORITY: Wharf 671545

Please approve a priority for the Wharf 671545 for tomorrow Friday 4-18-15. We need to get this truck in as close to 7:00AM as possible....even before if possible.

The crowds and traffic patterns with the construction makes it very difficult to get the truck in there later in the morning.

Thank you!

Andrew

Andrew Gow 302-388-5003 gow.andrew@balt.sysco.com

7/18/2015 2:25 PM

Case 1:15-cv-01198-CKK Document 18-25 Filed 08/12/15 Page 3 of 4

From: Gow, Andrew J. 012 (Gow.Andrew@balt.sysco.com)

Sent: Sat 7/18/15 10:32 AM

To: Penny White (whiteprr@msn.com) (whiteprr@msn.com)

-----Original Message-----From: Gow, Andrew J. 012

Sent: Friday, May 08, 2015 12:55 PM

To: Borradaile, Peter 012 Cc: Olson, Adam W. 012

Subject: PRIORITY: Wharf 671545

Please approve a priority for the Wharf 671545 for tomorrow Saturday 5-9-15. We need the truck by or just before 7:00.

There is an extreme amount of foot traffic and construction that is going to make it almost impossible for the truck to get in there late morning. It took me 45 minutes to get in with my Civic today.

Thank you,

Andrew

Andrew Gow 302-388-5003 gow.andrew@balt.sysco.com

7/18/2015 2:25 PM

Case 1:15-cv-01198-CKK Document 18-25 Filed 08/12/15 Page 4 of 4

From: Gow, Andrew J. 012 (Gow.Andrew@balt.sysco.com)

Sent: Sat 7/18/15 10:08 AM

To: Penny White (whiteprr@msn.com)

Andrew Gow 302-388-5003 gow.andrew@balt.sysco.com

Begin forwarded message:

From: "Gow, Andrew J. 012" < Gow. Andrew@balt.sysco.com>

Date: May 22, 2015 at 10:57:49 AM EDT

To: "Olson, Adam W. 012 (Olson.Adam@balt.sysco.com)"

<Olson.Adam@balt.sysco.com>

Subject: PRIORITY: Wharf 671545

Adam,

Please approve a Priority for the Wharf 671545 for tomorrow Saturday 5-23-15. We need the truck to arrive at or just before 7:00 in order for the driver to have any chance at getting close to the account. There is a great deal of foot traffic and construction that can make this extremely difficult on our driver.

Thank you,

Andrew

Andrew Gow

302-388-5003

## EXHIBIT Y

### **PETITION**

### PRESERVE THE SOUTHWEST WATERFRONT MUNICIPAL FISH WHARF

We the undersigned petition the District of Columbia to (i) evaluate the impact of the development of the Southwest Waterfront on the Municipal Fish Wharf (the "Wharf"), the businesses located at the Wharf and the patrons of the Wharf, (ii) to provide sufficient public means of access to the Wharf by public roadways, and (iii) to provide reasonable options for parking.

We specifically oppose the following:

- Development of the Southwest Waterfront in a manner that impacts access to and ability to enjoy the Municipal Fish Wharf;
- 2. The use of the name "The Wharf" by the developer of the property adjacent to the Wharf; and
- 3. Modifications to Maine Avenue in connection with the development of the property adjacent to the Wharf.

The Wharf has been an institution in the District for over a century, and the current development of the remainder of the Southwest Waterfront is destroying our ability to enjoy not only a local, but a national landmark.

	Name	Signature	Date
1.	Gina Hoover	The How	1-2-15
2.	NIA Gay	02	1-2-15
3.	for Duis	Jon Right	71-18-15
4.	Zocheus Maggete	and What	7/18/15
5.	Hodges Satrick	JAA	7/18/1
6.	Holse Parker		-1
7.	Edeily Dolley	Seluly	7/18/5
8.	James Bal	And	· ·
9.	Frome Cobble	Jula	7/12/15
10.	PAnnelA Raynilde	Domica Rey	7/18/15
11.	Simon Marsy	Sh	7/88/15
12.	Erla Carent	F5	7/16/15
13.	LBell	Leke Pe	1.18.15
14.	Dav IF. GiBBS	Sull	7.18.15
15.	Benur Pusell	4	7. R.15
16.	WA- VOM	William Vosqu	9 7.18-15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 4 of 141

NAME ADDRESS SIGNATURE DATE

17.	Shimeau	Good	1/18/15
18.	Julia Ovan		18 July
19.	LELLY MASSAMEN		2/18/15
20.	Kate Magsanes		later 7/18
21.	Lan Longesty	,	S Len 2 9/15
22.	authorphylia		anthry Makes 9/12
23.	JUARTE Cavinal	5	AX 7/18
24.	France Darder		7/18
25.	CW. STUBOUR		CAC 7/18
26.	Debua Smith		J. Jan Gu
27.	Works Finzat	-	MB40H 7/18
28.	Bill Hader		7/19
29.	Steve Bockm		Short 7/18
30.	Sharry W:115		SA31/le 7/18
31.	Marchy Shulls	,	Marelshir 1/18
32.	Lovnen Cono		La 7/8/13
33.	Robbi Shrestho		45,611 7/18/15
34.	hinda WAKEV		Lind Nor 2/8/6

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 5 of 141

**ADDRESS SIGNATURE NAME** DATE 35. 7-18-15 SPIRE 36. 7-18 mt it ne 37. 7.18.15 38. 39. 7.18.15 40. 41. -18-15 42. 43. 44. 45. 46. 47. 48. roven 49. 50. 51. 52.

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 6 of 141

NAME ADDRESS SIGNATURE DATE

53.	Lawrence Womack		ZW	7/18/5
54.	TERRY BANK,		Manja	7/19/15
55.	Kermeth Lucin			1/18/15
56.	Bunt Morres		S. Anton	7/18/15
57.	Robert Charles		PA:	7/18/15
58.	Shawn Johnson		1/	7/18/15
59.	Deboral Callow	-	Kart .	7/18/15
60.	Michelle Bruk		Milel	7/18/15
61.	ManaAlvarz		Man ax	
62.	Michael Banks	-	Much	7/18/15
63.	Gronus Brow		- RR	7-18-15
64.	Arlay Mon		4	7/1x/2/
65.	JAY GAHINA		MA	7/18/15
66.	Tarmaia Alderma	-	XX	4/18/15
67.	As Moraren		nn	1111185
68.	GROR 42 9/48	,		7
69.	David Queen		Ipt ml har wil	7/18/15
70.	RALOG PARO		Garlar	7/(8//5
			- Var from	11.0.10

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 7 of 141

NAME ADDRESS SIGNATURE DATE

			2.1.02	
71.	MARINIAN PRAMISAD	176	Hoby Leon De	7/18/15
72.	Kenusyy Bussi		forman Buss	7/18/1
73.	Shawa L. Blag		Day Shill	7-18-15
74.	Oristine		20	7-14-15
75.	Saxhall Misha		Sodel Ast	7/18/15
76.	David Bartholomen		Duntelle	7/18/15
77.	Tans 12 9 Dis		20	7/1/14
78.	John Jones		Jan -	7/18/15
79.	BILL YOUNG		Billy	7/18/15
80.	acillernation		530	2/19/15
81.	Aliyah Morgan		Alym	7/18/15
82.	Roberto molara		That	7/18/15
83.	Helen Lemus		Sansaci	7/18/15
84.	Julio Mejia			7/18/15
85.	Peowerd.G		Was	7/18/15
86.	Mario Malara		malfinelly	7/18/15
87.	Try Brewingtai		Junt	7/18/15
88.	Konel Johnson		Kard &n.	1/18/15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 8 of 141

NAME ADDRESS SIGNATURE DATE

89. Kot Janey	lat A 7/18/5-
90. Pera Francisco	3/18/15
91. Luy Ivanoff	22, 7/18/15
92. Parlette Washing	Parlette Was 7/18/15
93. Jesome byles	Change The 1/19/15
94. Marine Catchine	Marie Catch 7/19-15
95. Torotto Carribell	Langue of 18/5
96. KARREM Chambell	De Campalle Tixis
97. Amer Jones	James 7/18/15
98. Enca Whiteside	Frica 14 7/18/15
99. Kelli Carter	Lell Venta 7/18/15
100. Taghe Vauxan	1/19/K
101.	Fannis San Thelies
102. Br- 1	Por K 1/18 /18
103. Marlon Eletchar	11/18/15
104. Ali Colonan	Quilayin 7/18/15
105. Royley Marshul	Barley 1 7/1/8/16-
106. Och mon	2 Midia
The state of the s	1143

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 9 of 141

NAME ADDRESS SIGNATURE DATE

107. Daysamaras	7-18-15
108. PABLO GOMES	7-18-15
109. Ramon Gosts	Ass
110. Care faller.	The 7-18-15
111. Brothand	Broklan I
112. CONVES	Mon 10 2-18-15
113.	Danes Wisel Edy 18.
114. Vendrel Davie	Vincent Harris 18 July 2015
115. Stephanie Sloan	Hopken Slore 18/ July 2015
116. Candace Parcish	18/July/2015
117. adele Ma Clure	Jell 1/18/2015
118. Monico Mille	Monion Mitchell 7/18/15
119. Ilshanan	A L 7/19/15
120. Beth Sy we Dec	1834,7015
121. Charlen Love	3 CF 18 July 15
122.	18 Sules
123.	7-19-75
124. allen Zug	The 7-18-15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 10 of 141

NAME ADDRESS SIGNATURE DATE

125.	SUGADIA	) A A A	TypichAil	1/2015
126.	Dave Lowery	7	& John Rowy	7.18.15
127.	Shani Cox		Qui Os	7-19-15
128.	Michille Washigton		Morale	7-18-16
129.	Eswin lopez.		Land	7-18-18
130.	Reyn Taymondo		8. E.R.	7-18-15
131.	Kevin Richaelan	4	Lail	7-18.15
132.	Emmon selfastas			7-18-R
133.	Chausa alta		Chanda ata	7-18-15
134.	MAURICIO MER		Waring My of	7-18/5
135.	Rhon de Baylor		* dyn	718-15
136.	Africa Bertha		Swah	- 1
137.	HEVIN A. HUNT		4	7/18/15
138.	Lynag Vin		M	4/10/15
139.	Scott Schonbarger		Con	4/18/15
140.	Moon Kim		w lain	7/18/15
141.	Alan Lep			7/18/15
142.	Maria Diaz		Mario Din	7/18/15
				/

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 11 of 141

	NAME	ADDRESS	SIGNATURE	DATE
143.	Aubrey M LEO	)	Jupes The	7/28) (5
144.	Penny R. White		Denis a	7/18/15
145.	Moussa Babba	H	PARTITION	87/18/V
146.	Celestina wkechi Capen	ne	Colotono Medi Coponio	7/18/2015
147.	Espie Robles		Eddic Al	7-18-15
148.	Cuntis Buckman		cerd	7-18-15
149.	Dukes		Dukeo	7/18/15
150.	Taures Moore		Zu	7/18115
151.	HARPREET SWGM		ty.	7/18/15
152.	Michael Caules		Japa	7/18/15
153.	Cipithea Years		Cola	7/18/15
154.	Briefa LEES		The	7/18/15
155.	Janu Barie	1	Oan Burnet	7-18-15
156.	Agh		Angi	2/18/2015
157.	My		Myss	7/18/15
158.	Rashad Hunghi	(2)	flat	7/18/15
159.	Drien Tunes		2	7/8/9
160.	An Jea Dudl	94.	Adem	785

161. Suzanne Goleen	SMCoolen 7-18-05
162. Charles D. Flore	Chel AD 7-18-15
163. Dudel flotich	2/18/15
164. Leaux Arotha	2.100 Ham 7/18/15
165. Commo Anoto	C. tothe 7/18/15
166. CHRIC HARRISON	On 1/18/15
167. I Miller	and 7/8/15
168. Frowerin Batter	Lather 9/18/15
169. HAROLD CRIBES	FINT. 67-18-15
170. San (ra 11)11	Swind 1/18/18
171. Sha Ronda Fretuell	Theren 7-18-15
172. Mart Harland	21/www 7-18-15
173. Robert 2.	- 16hop C 7-18 C
174. Michael Jerry	Michael Drn 7-18-15
175. Joyany Adams	1 Jano Adors 7-1875
176. Blound Steward	7-19-15
177. Laverne Moore	Lenture Noon 4/18/15
178. Kevin Jenen	Kenno Jones 7/18/15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 13 of 141 ADDRESS SIGNATURE DATE

			SIGNATURE	DATE
179				,
180	Staking trising		47	7/18/18
181.	BR698R		BO	7/18/2007
182.		- 2	180	7-18.215
183.	Chelia Pador	7		
184.		1		7/18
185.	Marin L		NO	41(18
186.		-		4/18
187.	1.7112	-	211	2/18
188.	Tal	-	V	7/1
189.	Shown White	-		7/16
190.	1) Chlains			7/18
191.	D. Carillo			10
192.	DI I Kanow		Dont Smel 7	1/8
193.	A Aven	=	(Kins	1118/15
194.	Kevin Jones	-	711)	18/5
195.	Vim Thec	(	AMM -	7-18-8
196.	Rolet 4	2	LAA	1-1875
	1237		Cert s SS/	-1815

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 14 of 141 NAME ADDRESS SIGNATURE DATE

197. Nannie Williams	hannieleltan 7/18/5
198. Antiqua lillians	antileria kliltigus 7/18/15
199. JOHN & Brush	Opland & 7/18/15
200. /Rueco	Dec 7-18-1)
201. Halowda	118.15
202. MANE COSTA	" Turnstaste 7/18/18
203. Sheila Easterling	Thelea Fast whe 7/18/18
204. LISA Keys	5 Lian Ten 7/18/15
205. Quarre brown	1/18/15
206. Rya Crans	12 5/8
207. Sind Committee	John deith 7/16/15
208. Mahan	MANOR The/15
209. Willie Michels	Magain 7/18/15
210.	7/8/5
211. Ineika Has	7/18/15
212. Janes Aus	Days 7/18/15
213. Janabans	Juakois 7/18/18
214. Barkery Muhammal	1/18/15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 15 of 141 NAME ADDRESS SIGNATURE DATE

215. Kevin Resmond		Immsfand	07/18/2015
216. De Wen		A D	7/18/2015
217. Tarqueline Inylo		to Tento	7.18.15
218. Anthony Farmer		+ KI Dland	7/10/
219. Jeanay Rullan		Sanary wear	1/18/15
220. Sharm Howell		Train Howell	7/18/15
221. REV. SAMUELVELEZ		Jamusue Exel	July 18,2015
222. Lindson McPhail		Lmymu	7/18/15
223. Ranova Millians		R. Williams	7/18/15
224. Whate Fich		Plake	7/19/10
225. Dante Roach		011	1/8/5
226. Kimberly Smit		Kmith	7/18/15
227. Kira Senso		Link)	7/18/15
228. Ean Garnes		CC	7/18/15
229. Aprillellan			37/18/15
230. Twarestair			3/40/
231. Corps/Chrs		· France	9/0/6
	-		L

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 16 of 141

NAME ADDRESS SIGNATURE DATE

233. FAUSTE	Breed 7-18.15
234. Candage	Condace Letite 7/18/19
235. Lanita Kennedy	Lavita Kenneds 1/18/15
236. Nina Pariota	7/18/15
237. Robin Coots	4/18/15
238 - An 1316 Barona	DB 7/13/15
239. VERENICA STANLE	1/18/15
240. Marran Kerns	aprost 00 /18/15-
241. Faltah moh	7 to 6 2 // 6/10
242.	Tas ash
243. Ear Gree	Carl 7, 18 10
244. Margaret Venigan	ADMA Z/18/15
245. Kushaun Brown	7/18/15
246. Judina adam	ANDRENA ADAMS 7/18/15
247. Tim ADAMO	Tin Aldan 7/18/15
248. Alice Marka	Mica 1 Valor 7/13/15
249.	7/18/15
250. Atrewis Fand	Petricisa Brack 7/18/15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 17 of 141

**NAME** 

**ADDRESS** 

SIGNATURE DATE

251.	Alice BRINKLEY	allenbankly	18 JUL2015
252.	Kim Parker	Kin timo	18, Jul 20.
253.	filla Ryoung	Illa Re	7/18/2015
254.	Swill Vana	hoo	7/18/15
255.	Vany Walder	1/2	7/18/18
256.	Coan Jobert	R	Hides
257.	Kari Maran	Lay her	7/8/15
258.	Sean Hoban	Seent	
259.	Daywell Lost	Rosta	
260.	A.C.RAPIT.	P	7-18-5
261.	JOYCE OLAY	Joyce Olas	7/18/15
262.	KonaahSubari	3. Cille	7/18/15
263.	Rataci Bett	BUR	F
264.	Wender My	A	7/18/10
265.	Phoc NEW go	Du	7 1818
266.	TASKA ROUP	A BI	1/10te
267.	Mylesha Brum	TAIL	7/18/15
268.	Limborh, Willow		7/18/5

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 18 of 141 NAME ADDRESS SIGNATURE DATE

269.	ANDROS LAND
270.	Eddie Hinawirz
271.	Tom Graham
272.	Patricia Hall
273.	Ay Jous
274.	A. Brooks
275.	MPAdams
276.	G. PRICE
277.	W. Erchardson
278.	Dilacis
279.	Norgohm.
280.	And -
281.	Takisha Thomas
282.	Francia 1864
283.	C. Thamps
284.	Shere Watto
285.	B. Darson
286.	K. Bengtson
	7

auch 80 7/18/2005
1/18/2015
Tar/ 2/18/15
Mala 7/18/15
ly In 3/18/15
and B1 7-18-15
MP Adams 7 18.5
Glecher 7-18-15
Wicharden 7-18-15
7-1845
7/18/13
Das 1/18715
Janh Mone 7-18-8
Danca Perrat 7/-18/15
C7/000057/18/15
De Shewell 7-18-15
7/18/15
- 7/8//5
256

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 19 of 141

NAME ADDRESS SIGNATURE DATE

	IVAIVIL	NDDRESS	SIGNATURE	DATE
287.	Sharin		A lan	7/18
288.	LATRICE SI		PA	7/8
289.	Scrillian		Dry	7/18
290.	Jaehyen Seol		MA	7/18
291.	Shannantrickleh		Praweliro	7/18
292.	alesta Fricklita		Choffle	1/18
293.	Eric Huvario		MAN	7/18
294.	Jim RAY		POS	7/18
295.	RISERORB		ALL S	9/18
296.	Raemonda A		Raevondo	1/18
297.	Loute Allen		Lohta Alla	7/18
298.	Q ARO-		Day Allea	7/18
299.	Regina Les		Re	7/18
300.	Jerry Ues		2	7/8
301.	Taneisha Han-		Jan	7/18
302.	LIVENS GIVENS		23	7/18
303.	Aran Long		"acon Ly	7-18-15
304.	Kevin Long		Kny	7-18-15
			Ó	

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 20 of 141

NAME ADDRESS SIGNATURE DATE

305.	WILLIE BRINKLEY	North Roda
306.	Ruth Tindles	R. Ledy
307.	DAMILAN WEBB	228
308.	Michael Pamis	8
309.	alexes Pauis	Clook
310.	Carl Blown	Rothrens
311.	Tours Malson	Dera Wator 7-18-15
312.	Leroy Higgs	hearth 7-18-15
313.	Liz Higgs	7-18-15
314.	JSAGANI Dlay	7-18-15
315.	Keny Brans	Lewy hors 7-10-15
316.	Abigail Love	Alyllon 1/18/2015
317.	Robert In	1 DA 7/ Hreis
318.	Curtis Davis	do 7-18-15
319.	Pete White	BAL 7-18-15
320.	Jorathan	20nathe 7-18-15
321.	This Kare,	8/1 700
322.	Laura BL	Pli 7/18/2015

323. (MSX) 324. Meddle 325. Julian 7/18 326. MARISA JURR 327. MAGUARAMARA 328. SB3 329. SB3	2
324. Meddle 325. Jul De 326. MARISSA JUER 327. MAGUARAMARA 328. SBB	2
326. MARISSA JUER  327. MARGUERE MICHER  328. BD	2
327. MAGUACOMICIES  328. S B 3	2
328. S B 3	,
328. SOBO 7/18	/
329	
TOT WALL	5
330. Lang Harry 7-18	
331. Paul 1 that	7
332. Yound Ralland Bundalph & 7/4	
333. Lamont Hagans 18	
334. MARTGAT - Milian 7/13	
335. MATALIE BOOME Polation 7/18	
336. Phyllis Davis	
337. Melode Jone 11 degn tone 718	
338. GRECIROSS Secret 7/18	
339. Martes Cole Chelyfor 7/8	
340. Marcally have 7/18	

	NAME	ADDRESS	SIGNATURE	DATE
341.	Andson, J			7 18 15
342.	Berkard Young		RIZI	7/18/15
343.	Chaustal Charles		- ag Ale	7/18/15
344.	Jori Mano		Mayo	7/18/15
345.	Kelli Barnett		Bunett	7/18/15
346.	Lakin Lews		Jahia CLews	7/18/15
347.	Poggy Wr		Report	
348.	Shun Kohinot	ō	Shin	
349.	Paul Davis		M	7/18/15
350.	2 Day		LA	
351.	duffer de		White the second	7-18-11
352	Amy Scott		A.S.	7-1515.
353.	Stan)		005	7/18/15
354.	100 Mordes		1	7/19/15
355.	GARCIA, ANGE		MATS	7/18/15
356.	Ines Termal		22	7/18/15
357.	Makar		That	7/18/2015
358.	Ron		Pulghilie	7/13/15

## Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 23 of 141 NAME ADDRESS SIGNATURE DATE

359. Du Bull	DOLABUL 18-1013
360 Poddfo Zeleya	Dely herest 07-18-15
361. Say Yana	January 07/18/14
362. Tony Casto	An 07.18.15
363. Low Pertells	Rose Costelle 1/18/1
364. Shery/Elliott	Shery 2 Glorott 1) 4/18/15
365. Helvin Morales	7/18/15
366. Angela 1 AZO	Anystotuse 7/18/15
367. Gil Bowen	13/18/15
368. Zac Bowen	B/W 100 3/18/15
369. Shanc Hashbary	Shu ph 7/18/15
370. Hollybosen	Dolla 1/18/18
371. LIANDRA WILLIS	7-18-15
372. Dante Roach	DX Al 7-18-15
373. Dairy Roach	Dy 17-18-15
374. Ashell Fernand	1/18/15
375. Jasuditan	lementet 7/18/15
376. Sugar	Je Bule 7/18/15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 24 of 141

NAME ADDRESS SIGNATURE DATE

377. Sinny lette	Jole 7/18/19
378. Singm Tupson	De La 7/18/15
379.	Raylor 7/18/15
380. Ann	2000 7/18/15
381. Sucre	7/18/15
382.	S. 7/15/15
383. Land Model	2000/ 7/18/18
384. Betty Williams	20195 7/18/15
385. AMAD TOWNKARA	Deed of 1/18/15
386. June Eddie	7/18/15
387. Ohris Hues	7-18-15
388.	
389. MAG	1/6
390.	1145
391. L. Jm	Je 1/18/15
392. Toethe Muray	Posetta Maria 7/18/5
393. Jellun	Anthony William 7/18/2015
394. Petrz Holly	PETRONA HOLLOWAY 7/08/15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 25 of 141

NAME ADDRESS SIGNATURE DATE

395. Denth 396. S. Sefferion 397. M. Bright 398. Brithteys 399. Antonio tayor 400. Sim rese 401. Walter Revbert 402. Himbert Revbert 403. Cherchi Dour 404. and Cucles 405. Latter 406. Dee letter 407. Nicholer pos 408. Antonio tayor 409. 410. and antonio tayor 418				
397.  398. Brittens  399. Automio tago  400. Simi rese  401. Walter Reuben  402.  403. Cherchi Dour  404. Carl Cucas  405. July Latter  406. Per letter  407. Vicholer pos  408. Automo laga  7/18  200. Tils  409. Carlotto	395.	P. Smith	De do Sual	7/18
398. Britheways 399. Hybrito tayor 400. Similate Revolut 401. Walter Revolut 402. History Daw 404. Carl Cucas 405. History 406. Dellatos 407. Wicholesepos 408. Huter Revolut 409.	396.	S. Jefferson	Has	7/18
398. Britteys 399. Autonio tayon 400. Simi (se 401. Walter Reuben J 402. Mindred Reuben J 403. Cheshi Dow 404. Carl Cucas 405. Later See See See See See See See See See S	397.	M. BRIDN	Misulds	7/14
400. Sim (CSC)  401. Walter Reuben  402.  403. When Down  404. Carl Cuches  405. July 1000 1000  406. Declates  407. When Reubes  408. April 2000  409.	398.	Br. H. Hengs	Gut Kuy	7/18
400. Sim (CSC) 401. Walter Reuben 7/18 402. Shimbery Reuben 1/18 403. Cheshi Dour 404. Carl Curas 405. File 1/18 406. Declarate 407. Wichderps 408. File 1/18 409. CS 1/18	399.	Autonio Hagus	Autorio Huns	7/18
401. Walter Reuben 7 402.  403. Cherchi Donn 404. Carl Cucas 405. Land Cucas 406. Declaration 407. Wicholeages 408. Anne Reuben 409.	400.	Simi Fish	to a	7/18
402.  403.  404.  404.  405.  406.  407. Nicholeagos  408.  409.	401.		D	
403. Checkin Down 404. Carl Cricas 405. Land Cricas 406. Del little 407. Wicholeapos 408. April 1000 409. Carl Cricas 409. Carl Cricas 7/18	402.		Landy Poul	2/18
404. and	403.		C Blanz	71.8
406. Per litter  407. Nicholegeros  408. Anter recor  409. Service  409.	404	Cool Judges	Top (F)	7/18
407. Nicholeepos 408. Anter 1000 7/18 409.	405.	Kalan	COS	1/10
407. Nichaleeros  408. Anter 1000 7/18  409.	406.	Day Stittes	Trank	716
409. CS-15-	407.			7/18
C S 100	408.	Ante Noor		7/18
	409.	C 3 200	0_ <	£/18
410. Helle 12/10 7/18	410.	Q He Take	211	7/10
411. B. W. 1 1 AMS Worm Wal 7-18-C	411.	B. Williams	Worm Will	7-18-0
412. OS CAR CATALLE OS AN CACTIL 7-18-1	412.	DS CAO CAFMIO	ms are cartil	7-18-15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 26 of 141 NAME ADDRESS SIGNATURE DATE

13. Aubrey McHad 14. Salvador Solito 15. Luloli A	Autograc 7/18/15 2/18/15
Jaluader 20140	2/18/15
15. 110101.18	4
Mellay Delay	18/15
16. Ein B. Hart-	Em 8 Hy 7/18/15
17. Petr Journ	PATRICIA/OUN 7/18/15
18. Avor Ree &	Pgnac 7/16/200
19. Parmentagan	CARMEN PAGGE 7/18/15
20. ABDALAZIZ	7/18/15
21. Bruce Shingle	By 1/18/15
22. JUANE TIE	Mine 7/18/15
23. Sharese William	January 7/18/15
24. ROBA HUNTER	Hour 7/18/15
25. Shaenetto Williams	Welliam 7/18/15
26. Juan Ortiz	Jua A OHz 7/18/15
27. Jose & gand	5-8.6 7/18/15
128. Kaven Flores	7/18/5
129. Kar Jantan	1 7/18/15
130. Optor Sampres	P. SAMPU7/10/15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 27 of 141 NAME ADDRESS SIGNATURE DATE

431.	1010 7-18-5
432. mpodmos	amy 7/8/2
433. Coloria lems	Ahr 7/18/15
434. Roberto Bueso	7/18/15
435. Cadee lipe	
436. Eller Schelige	gud 7/26/10
437. Tould	7/18/15
438. CALVIN Bull	1/18/15
439. Tijuana Chestrut	Frysieina 7/18/15
440. LEISHA BOWMA	JAN 7/18/15
441. MiBonne	SAM 7/18/7
442. Ly cono Shrong	7/18/15
443. Joyce Barenes	7/18/15
444. Shortaz Hill	3H T/18/13
445. Qui Hama, J	R.S. TURIS
446. Mile Ellit	18/18
447. Nicole Hart	V Cpis 1/18/5
448. Ashie Hart	ashed 7 (18/15)

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 28 of 141 NAME ADDRESS SIGNATURE DATE

449. Candace Le	۸	Canelace	7/18/15
450. Terra Irons		Mus Down	7/18/15
451. Raeshawn Buie	2	Racha	7/18/15
452. Arthur Richards	24	Atten I Soul	7-18-15
453. Thank work	14	dh	78:15
454. Wanda Weet Kei		Wanda Warkin	7-18-15
455. Many Jones		MenJones	1000000
456. Cormely Lycia		an fox	7-18-15
457. Muli Mal		White land	7/18/15
458. Ali NEGASI	+	man negas	47-18-15
459. Jonathan Feren	501	Jak	
460. Cetaremagns Com		Dogums	7/18/15
461. Paprik Berry		PANL Do	7/16/15
462. Sara Melendez		Sara M.	7/18/15
463. Soila Oellana		Solar	7/18/15
464. Pilar Quellono		Tylor De	Novet 18/15
465. June of Price		Shir Chare	1/
466. 4/18/		11/11/2	7.110-18

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 29 of 141

NAME

ADDRESS SIGNATURE DATE

467. Mdod j Embreu	" I Allance 7/18/5
468. Lisa Fabis, 1	La & 17/18/15
469. alkerta hula	11 7/18
470. Kjylani Johnson	Xde 7/18
471. Chis Brown	CBn 7/18/15
472. Letitiz Granf	Alex 7/18
473. Showler / 11	De PH
474. Poor Proporte	7/8/15
475. Willean	Re/ 7/18/15
476. Tim Tucker	7.00 7/18/15
477. Tyrise Rich	FR 7/18/15
478. To Shokemi	200 Gen 7/16/15
479. backefine C	M/W 7/8/15
480. Phillip Franklin	Phillips 7/18/15
481. NATHANIMEL	2 7/18/8
482. AKIDaManky	a.m 7/18/15
483. BJ Arom ilet	D) Dyonou 7/18/15
484. DALTONI HIGINIC	Dayne 0 9/18/15

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 30 of 141 NAME ADDRESS SIGNATURE DATE

485. John Hocks	Tohn Shieks 7-1811
486. Chante Shorer	Quelin 7/18/15
487. Biga Nelson	B-Ne 7/18/15
488. Patricia Fawcett	Patricia Jawett 7/18/15
489. Emily S. W. W.	7 718/IS
490. John Bothun	9. Bet 7/18/15
491. Bencai Canda	Run'and 7/18/15
492. Seel at	Gres CA to 7/18/10
493. Werder strustant	Warren 7/18/15
494. March arts	MARILIA ARTEX 7/18/15
495. WEBORG BRYNSON	Osbora Bruna 7/18/18
496. DARRY CASE	7-18-15
497. March	1100 1 1-18/5
498. Monifold	Valenieta/ 9/18/15
499. Bolinda Murray	Belandy Murray 7/18/15
500. TIANA HALL	Tital 7/K/K
501. Tash Glenn	garain 7/18/15
502. Can a Confre	Can E few 24 7/8/4

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 31 of 141 NAME ADDRESS SIGNATURE DATE

503. Dereck Seals	Deuf & 5-18-15
504. Nicole Smith	Mile Smith 7/18/15
505. Janielo Thomps	Vandes //18/15
506. Mule Sifuel	What 7/18/2015.
507. Lacheta Harris	Sh 7/18/15
508. Phley Butk	ASNOBELLS 1/18/15
509. PhilipParas	1/1815
510. Jenelle Jele	7/13/15
511. Là Teising Mercia	on 2 Mes 7/18/15
512. David wood	m 7/18/15
513. Eddie Crist	Elli Got 7/18/15
514. IXaya Parko	E Parle 7/18/15
515. Marc Dovis	M2 L 7/18/15
516. Henry Addison	16 7/18/19
517. Kelli BARINES	A 1/18/15
518. Anthony Bantares	hyll 7/18/15
519. Le Lake	LA Cell 7) 19/15
520. hand Cube	DAUM COLUMN 7/19/18

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 32 of 141 NAME ADDRESS SIGNATURE DATE

521. Jonathan Wife		7/18
522.	me &	7)18
523. S. Caron	1.65	7-18
524. Album	Pegeron	un 7-18
525. Doria Pull	DiMA	Da 7-18
526. Anther Kupo	Ate	0 1/18
527. Picha Dock	Lel SI	10 7/18
528.	59	2/18
529. Kil Mal	7 M	217/18
530. BigSd x	Jal-	- 1/19/15
531. X Visa Welson	1 Lavie	lifty 7/18
532. asrl	alpha)	81/1000
533. TGORE	From H	ne 7/18
534. C. Pichodon	· Jen	7/18
535. Mariah m	2-	7/18
536. J. Jihron	1Jz-	718
537. BAVIN C.		> 7/18
538. L. Dabney		1/31/5

Case 1:15-cv-01198-CKK Document 18-26 Filed 08/12/15 Page 33 of 141 NAME ADDRESS SIGNATURE DATE

539.	Lou Coles		14 6	7/18/15
540.	Au Bin		in Que Bon	7/15
541.	Laura Hill		Litter	7/8/15
542.	Joseph Ligger	it in the second se	Duer :	1/18/15
543.	Mary Borges		Mau Boirs	7-18-15
544.	Hamza Alagul	- 4	AI	7/18/15
545.	Glany TACKSON		Slor	7/18/18
546.	Nat R. Iwarens	2	Ne Or June	1/18/115
547.	Boginard Hough		Bagle Marsh	7/18/8
548.	If han Jago Darre		Maria	7/1815
549.	Odell Bitblin Ja	1	Step St. L.	7/18/15
550.	Birth		Dull	7/8/15

	Print Name	Address	Signature	Date
550.	JUSTIN MASONE		John	7-18-15
551.	Alexin Sikora		A	7-18-15
552.	Alex Thisau		My Shih	7-18-15
553.	Keolson		D	2-18-15
554.	nory		182	7:18:1
555.	Amira		14	7/18/201
556.	TACOB ARGAIN		And A	7/18/15
557.	Sarah- Winnel 800		Sull Junio	7-18-14
558.	BEIAN LOUVEWUR		Li Lin	7-18-15
559.	J-550 000		Just De	7/18/15
560.	1 Alexan Saule		A	Hos
561.	V. Dal on		V. Dear	7/18/15
562.	5. Feldstein		ASA	7/18/15
563.	Mª 500 799		P. MAROL	to 7/8
564.	Phillip JAMES		Phos for	7/18/13
565.	BRIAN Johnson		300	7/8/15

	Print Name	Address	Signature	Date
566.	Gregory Evans		Hearing	9-18-15
567.	Ada			7-1875
568.	Segn Doonwood			7-18-K
569.	Ashloes A		A	7-18-15
570.	Joyce Mills		D. Mills	7/18/18
571.	Adam Just-			7/18/
572.	JERMENT SmithGill		J. allesn	7/18/15
573.	Traces 1668	-	Testhe	7-18-15
574.	Vicole Davis		Micole Dave	7/18/18
575.	Wanda Shusan		Warder Johns	7118115
576.	Have Ha Days		Havet De	7/15/8
577_	Anthon		Stuly	1/18/5
578.	Carroya Viwis		SAKE	7/6
579.	11Shawwilliams		Re	7/18/15
580.	Denise Sligh		Do Store	7-18-10
581.	thy 1/18 uninch		SPh. S	7/18/1

	Print Name	Address	Signature	Date
582.	Armond Jahnson		h-1	7-18-15
583.	Malinde John		mr for	7-1875
584.	Jayer Death		Se	7.18-05
585.	Curlis Mairios		Put the	7-18-15
586.	In Towell		£ P	7-18-15
587.	Carlo Harris		Tal Home	7-18-15
588.	GEORGE A-GONDON		Singe C. Show	7118/15
589.	Jaisha Davis		de	7/18/14
590.	Hanna davis		Ald	7/19/15
591.	Diane Smith		009	7/18/15
592.	Jame Grant		James Jas	-7/18/15
593.	Toeyonens		Mays D	7/18/10
594.	Keya Grant		Kly	7/18/15
595.	Demetri Us Grant		DIG	7/18/15
596.	Jasmine smith		13	7/18/15
597.	SUSAN G		828	7/18/15

	Print Name	Address	Signature	Date
598.	BEN MISKELL	nnoil A .II	Bay Mosbell	7/18
599.	Elizabeth Effman		Jingel A. Sh	7/18
600.	Rashard Source		hural Tee	7/18
601.	Tiara (khman)		Man Jour	7/12
602.	SHAWELLA SHAMILE		Claudo	7/18
603.	Chara coup		Olarko	71(8
604.	Wanda L. Cikhrist		Wandah Hilche	7/18
605.	SHIRLEY Smith		Skirley Smith	7/18
606.	Thonel Socison		('Leell	7/18
607.	Jennifa Tancke		The Mayor	7/12
608.	MiaBurrell		Jan 201	7/18/15
609.	Darvell Shorts		On	1/18/15
610.	Dwight GREEN		Swight green	7-18-15
611.	Nicole Butter		When Abr	7-18-15
612.	Jewel Bur		h Den	7-18-15
613.	Ja Ovan Taylor		Jagen	7-18-15

	Print Name	Address	Signature	Date
614.	Chrishae Jack		Chroling to	11/18/19
615.	FRANCISCO TANCHE		+ Been fue	7/18/1
616.	Anthony Johnson		and This	7/18/15
617.	Yvonni Johnson		5-5	71.13-15
618.	Christina Neils		Alana	7-18-15
619.	( assandra Bolle		i CV Buth	7/18/15
620.	ZAKIA FORROII		3 diduul	7/18/5
621.	Social Toulor		1.000	7/18/1
622.	Or and Armstead		Blebof	7/19/
623.	Roccheen Holor		RC	9/16
624.	hashaus Gay		mo Las Ge	7/18/
625.	Kenneth Holston		Kendel hume	2/18/15
626.	Michele Mercer		melolyno	7/18/15
627.	John Johns		9	7/18/15
628.	KYM MARTIN		Kerthy	7/18/15
629.	TONI Price		Jonis	7/18/18

	Print Name	Address	Signature	Date
630.	Mary Mays		Mary Mays	7/18/15
631.	WALTER PERRY		WalterPery	2/18/15
632.	Vilma Ree		cla doe &	Er
633.	Tomomi ovoens		dent	4/18/8
634.	Michelle 13		Mass	7/18/15
635.	Robert Mosfest		RIY	7/18/15
636.	Lidia Zelaya		lass 2011	7/18/5
637.	Michalle Wortt		Made And	48/15
638.	Merei Johnson		I Mad jahnga	n7/10/13
639.	Alexis		AA	7/18/15
640.	Jayden		100	1/18/15
641.	marcus		mass	7/8/15
642.	: Dark		197	7/15/10
643.	Due		Me	7/8/5
644.	Tose Romele		VI-R.	1/18/15
645.	Ettle Mc Tadelle		Gel Allelly	7/8/15

646. 647. 648. 649. 650.	Donna Johnson Donna Johnson Dabrielle Johnson Tyroxie Poyd JUANH. LABA	 John July Chales	7/18/15
648. / 649 650.	Johna Johnson Japrielle Johnson Tyroxie Boyd JOANH. LARA	John Just C	7/18/15
649. 650.	- 1 11	galo Just C	7/18/15
650.	- 1 11	TimeBook	7/18/19
651	- 1 11		
651.	- 1 11	The same of the sa	7/18/1
	lang Williams	hus	7/18/15
652. <sub>1</sub>	La Shan Scott	+ La Land Poll	7/1/2019
653.	Ouver l' Ferratino	Dull	7/18/15
654.	Chandle Reldrick	CRESHI	7/18/15
655.	Mike Samuel	My Smel Doc	
656.	Drusha	D. Devs	7-18.
657.	Jaken Jones	Eden,	7-18-13
658.	Susan Flory	STANL	7-18-15.
659.	T. M. Bude	Tab	7-8-03
660.	Otis James Tron	Oth From	7-845
661.	Wanda Bricker	Mules	7/18/19

	Print Name	Address	Signature	Date
662.	Lovell Lang	7.77	-200	7/18/15
663.	jessia karead		more	7/18/15
664.	Minnie West		Malest	7/18/15
665.	Michael West		M. USF	7/18/15
666.	Micheal Marsh		M. March	7/18/15
667.	antonis auxbon		antort such	7/18/15
668.	Benjamin Colman		Brani Golwen	7/18/
669.	Charnae Lowis		Larrai	7/13/15
670.	Agustalle			7/18/13
671.	Rul Julia		" Ruenjuling	7/18/15
672.	Yonnathan Cabrera		Tother (vil)	7/18/15
673.	George HASKINS		Glorgestaltins	07-18-15
674.	Shawannall.		Showanow	7-18-15
675.	Dianne HAKNS		Dearnentas	7-18-15
676.	Parus Newton		Joes Adas	17-18-15
677.	John WElls		Oph Way	7/18/5

	Print Name	Address	Signature	Date
678.	Tony See	/ 11	16 /s	7/18/15
679.	M. la series		m	7484
680.	Stedeting	Ī	RIZ	7/18/15
681.	Karida D		R	#7/18/15
682.	Rabi		Pot Dimour	7/18/15
683.	KAT OD CMOSH		as-	7/18/15
684.	REGE DAN		Diese	7/18/15.
685.	Rashieda Ody		Pod	7/18/15
686.	Sharece Toliver		Muse	- 1/18/15
687.	Ramon Celles		Range Cole	7/18/1
688.	Brye Coles		Bu Ces	7/18/15
689.	John Jackson		100	7/8/5
690.	S. Dowlos			7/8/1
691.	S. Woodson			7/18/15
692.	Kyle Butler	_	KB	7/18/15
693.	Michelile Robinson		MR	7-18-15

	Print Name	Address	Signature	Date
594.	Brith Fires		455	7/18/18
595.	Schomons		S.Comus	7/18
596.	R BROWN		1 3	7/18.
597.	1 Janell		12	7/18/
598.	Oscar Galos		Caliny	7-18
599.	Boyar Comes		They com	7-18-1
700.	Deuber Har		Aguk Stal	7-18
701.	Anthony Hoshins		1	7-18-1
702.	April Cary		an of	7-18
703.	Branca Honerd		901	7-18
704.	India Pettis		And	7/18/1
705.	Sandria Buster		She	9/18/1
706.	Roland Butter		PANO	7/18/1
707.	Canielle Taylo,		D. Rate	27/1
708.	Tyren Taylor		14mm	7/18
709.	Day		1806	4/10

	Print Name	Address	Signature	Date
710.	Keleena Scott		XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	7-18-15
711.	05 car monta		seles unt	7-18-1
712.	Arooj Wahla		CA Warla	7/18/15
713.	arlotta Thompson		Call	2-181
714.			BAN	1/18/1
715.	Robert Loveth		RL	7/18/15
716.	Aigust Cotta		Mulicate	7-18-15
717.	Al Dull		" ALFRAN	7/18/15
718.	Royald Prostor			7-18-15
719.	Scott Quarter		Lest Fugales	7-18/15
720.	Blownsense		Folymens	2481
721.			Dow ICYONDA	7/18/1
722.	Dinda Barces		Sm. 106.	711818
723.	Bolly mile		Bole & Mex	7-1110
724.	of Raly		2000	7)104
725.	Elland A.Z.		Tolland Mis	7-18-

	Print Name	Address	Signature	Date
726.	WALTER GARCA		W 4 4	7/18/15
727.	LaTanje Holly		Palmo	2-18-15
728.	Mutangue		Night HA ten	7-18
729.	ASAD AL		Redle	7.18-15
730.	Chais Hillman		A Mi	7.19.15
731.	BAN TRABAS		5/2	7/18/
732.	Espi Sous		Kue	7/18/
733.	FERMIN TANORE		The	7/18/
734.	Regie Smith		ENSW	1/15/
735.	Antório Parders		A Bandon	2/18/
736.	Albert Pope		+ Alla	7/8/
737.	Junke fleet		family all	1/12/
738.	GERALI CRAY		Knall Bra	9/11/
739.	I Tohn		I Rope	1/18/18
740.	Billy Epps		Bulgnen	1/18/1
741.	But Tub		Blees	7/15

	Print Name	Address	Signature	Date
742.	WeltonTaylor		Wilter Josh	
743.	Chris Gregg		92	7-18-
744.	Marquete Eddie		Margueto Edile	7-18-1
745.	Christing Givens		Chtung Sen	7-18-15
746.	LAZATUS SMIX		Lagar In	7-18=1
747.	Alowso Hamilton		Mars May	7/18/0
748.	Kusame Thomas		Ywarp Thans	7/18/
749.	Chantel Givers		Charles	27/18
750.	Sactor upro 150 N CORER		Q3	7/18
751.	Anthony Halmon		mut me Halmen	7/18/1
752.	Heberto Godon		Chithing	7/18/1
753.	Marin A Vans		Carrie V	7/18/
754.	Jose Mario			7/18/
755.	Toeme o		goolog	1/18/
756.	KETTY FICE		K. Krigh	7/18/1
757.	Miles thanton		Whether	7/18/5

	Print Name	Address	Signature	Date
758.	Jahnnysmith		Apr. 0 100	7-31-4
759.	Juce Riley		Dar 16	7-51-19
760.	Melvin William		meli Weller	7-31-6
761.	Vin Green		My for	77-31-1
762.	DONALD NABTHETT		Amad fint	7-31-1
763.	Bolm of Zohio	7	Renorth	7/3/1
764.	Jomes wright		James wigh	>-31-
765.	Johes Asborn		0.7	
766.	Cibbil Change			
767.	Refront Book		Roch	7-31-15
768.	Laverne Dill		J.S. 100	7/3/45
769.	Christopia brown		Chasteener Breez	7/3/13
770.	DAVIDHUTEHISO W		Dudy C	7/3/1/2
771.	Miko Lynn		62	7/3//18
772.	Do noetla Wikin		MA	7/3/15
773.	Derea Lilly			1/3/10

	Print Name	Address	Signature	Date
774.	Thinesa Jounte		Normer	701
775.	KEVIN A CAR		100	1 /
776.	Lave INE Gilch	· ·	Laller L	7/31
777.	JERRY BUANS	TE	Can Dina	7/31
778.	JSander			5/3
779.	Core Codboll		Ple	7-31-15
780.	SAN Jahre		1	7-71-
781.	South Rounfuld		5, 2 JUS	7.31.15
782.	Sofara Bourn		Q-RAL	7/3//
783.	Richa fontain		PI	731/15
784.	CAN Padmexe		7901	7/2//1
785.	Victoria ladmore	_	Itadwore	7/3//
786.	O and Park		1221 H	17
787.	MIM		LA LA	13/1
788.	The Edstand	<i>†</i>	HAD.	2/31/1
789.	(1))		1 1/19 (0	7/2/2

	Print Name	Address	Signature	Date
790.	DORRICK ARMSTON		Du am	1/31/2015
791.	Romeatha Butter		Done GHA BUHL	2,7/3/2018
792.	Patricio Das Tre		Jaluly 7	7/3/15
793.	than Com		M	73/5
794.	James Stureniant	,	202	7/31/15
795.	Jorge Catro	- 4	Qu)	231 13
796.	Educid Valer.	_	En A.	7/3///
797.	NICOLE BEST	_	nd mid	7/31/15
798.	Angela hest		ABESA	7/3//
799.	KARAN BHAMA		16.8h	7/51/13
800.	Rohamm		Roshaunm,	18/18/
801.	Mike Johnson		MKegyh	yon
802.	André White		Awelughit	7.31.15
803.	LEIZH Oreke		La	
804.	Petrice Pane		Halm Sa	7-31-18
805.	THIONE MEXINGER		100	7/3//5

	Print Name	Address	Signature	Date
806.	Ton Hares-		Con ffee	1/3/15
807.	DERRICK KING		Down Th	7/31/15
808.	Genese Goldson		Sa	161/15
809.	BRIAN BACON		zen	7/3//15
810.	John Black		R LyhnBlu	7/31/15
811.	Eliab Holmes	,	Shut Holmes	7/8//15
812.	Watson		Jen Walson	7/31/15
813.	Rona		Here me	7-31/15
814.	TYRING SUTJON	8	7	1/31/1
815.	Heretis - 30 /		Hug	7(31/2018
816.	James Howard		Kons Hereid	7/8/51
817.	\$ Shawn Elmore		Vicence	7/31/15
818.	Like By		LekyBr	1/3//5
819.			2	7/3015
820.	No are		2	7.718
821.	Euse Harfeh			7)311

	Print Name	Address	Signature	Date
822.	ROBERT McVal		I P.M.	7/31/15
823.	FamiceCox		Lanne Un	7/31/15
824.	Cerevieve UKnopt		IM CPL SI	7/3/15
825.	Edwin mata		Edward !	7/3/15
826.	Allen STOKES		Holen State	7/3//18
827.	Chellall.		Che Elle	2/3//20
828.	Patra Intend		allelas	18/15
829.	Robert Worden		ROBERT WOOD	En 7-30/
830.	Carl Sullet		Call.	7.31.15
831.	James Jones		1000	7-31-15
832.	THILL-FEHM		ASS	7-31-15
833.	Shande Keid			1/31
834.	Lynnee Magruda		0306	7/3/
835.	Agron Nagrudea		0706 4	7/3/
836.	Valon Henry		a Novah	7/31/5
837.	Cernthia Missa		0	7/31/15

	Print Name	Address	Signature	Date
838.	mone Jahran		Class	7/31/15
839.	Landar Drukin			73/15
840.	RIOLE			7/3/11
841.	hanh blugg		nt her h	1/31/
842.	STEVE SAPIEHLE		100	7/31/
843.	TREALL BAY		169	4/31/15
844.	lashanda Day		tosland	7/31/15
845.	Janey Steps		Caylora	1/31/6
846.	A ROX		Robert Funderland	DE 7/3//5
847.	Went La			7/31/18
848.	Eddie Daviez		and Carel	7/31/15
849.	Michael Karbela		wayst	7/31/15
850.	Bortons		Jak Land	7/5//5
851.	Greg Newbold.	1 <sub>0</sub> ₩ (1).	7	7/5/5
852.	TITLLEXANDER		I will	731.15
853.	OtisJamesThone	2		7-31-15

	Print Name	Address	Signature	Date
854.	JEANNETE BROWN		(in Deschool	7-31-15
855.	NIGHT FRAZIER	2	Will Frazier	7-31-1
856.	KRISTERM AVEXCINDER		X94a_	7-31-15
857.	Tiara Malcom		AR	7-31-15
858.			D. M.S.	7-31-1
859.	TIANUCLASTO		Lin Broke	7-31-1
860.	Canesher marshell		Cass	7.31.1
861.	Johnathan	_		7.31/
862.	DALLO MEDO		Doe d # 24	7.31:1
863.	PAT Bens	-	35	7-31-15
864.	Anita Davis		Mala	7-31-6
865.	Somie Lambert		Dearie Soulest	7-3/19
866.	Marcial Turcios	•	Maria	7-31-15
867.	a) diamporte	7	molundolo	7-365
868.	Wall Br		Will Br	7/3//1
869.	Kyle Malagae		1/1/2	7/2//1

	Print Name	Address	Signature	Date
870.	SASIGNA M. GIVERY		Silms	7/31/15
871.	Amita Thomas		all this	7/3/15
872.	Arica Shepherd		ariech. Shey	1/31/15
873.	Thomas Furguson		Ferguson	7/31/15
874.	Galates Lene			7/31/15
875.	WELLIN DAVIS			7/3/115
876.	Thomas Wyche		At Ellech	7/31/15
877.	Ben Woodson		Conth	7/3//19
878.	Rule mahore		Man	7/31/15
879.	Jess Cook		Lan	7-31-5
880.	Nick Green		DA	7-71-15
881.	Juandatyle		26	7-31-15
882.	Cerrap Tyler		9-61	7-31-15
883.	Charles Hurt		Challetest	7-31-1
884.	laprisé conte		kpe Contr	7-31%
885.	Davierry Hour		Ottori	7-31-

	Print Name	Address	Signature	Date
886.	DOMINIC GARRIE		DU	7-11-15
887.	Benjamin Woodlaw	3	hall.	7-31-15
888.	Pepe			7-31-15
889.	HENRY LEFTON		Then	7-31-15
890.	Brittony Stewar		Missel	7.31.8
891.	Calvin Sims		Calci Sins	7/31/15
892.	Jame Innes		Arm	7/31/15
893.	Barbara Hamlet		Bolon H. Att	7/31/
894.	TanhadahAi		1.9.00.	7/21/1
895.	John DAMON		Johollyno	7/3/18
896.	Avery WASh		anenda	287/31/K
897.	Eillah Saver		9384	1/3/15
898.	HAZIMA LING		Halematers	7/31/18
899.	Cymon Prace		CR B	7/3/1
900.	Revell Andrews		PRATELL	7-21/1
901.	Parawa (A)		10 au	721-

	Print Name	Address	Signature	Date
902.	Kopento LEGIS	6	What Leyne	7/31/15
903.	Knowsy Archa		20	78/15
904.	SUSTIN MARI		MA	7/31/18
905.	HARRY LOVE		HL	7-31-15
906.	EVELVILONE		Guetan Gora	7-31-15
907.	CUFFON MARAGE		anz	3 1 Tuly 14
908.	Thomas Roberts To		Thomas of the	7.31.15
909.	Chela Mitchell		Elle	7.31.15
910.	Carrier Young		Callet	7-31-15
911.	MANIOBRADSIKY	N	1900	7-31-15
912.	Philip R. Anderson		Thillipp, ander	by 7-31-15
913.	David Edward		The	7/31/15
914.	De		Pda	7/3//1
915.	Refer Hamun		5	7/37/0
916.	Loth Paus	Z	Kull Daes	7/3//
917.	Traiara Ball		dux	7/31/2

	Print Name	Address	Signature	Date
918.	bssica Jackson		Moder	9.31.
919.	Porchia Nixon		RRO	7.31
920.	Samal Jones		Morres	7.31
921.	Dance Lewis		Dewis	7/31
922.	Shawnerhunas		Som	7/37
923.	Shanette Bishur		B	7/37
924.	MarquitaWilcon		MA.	7/31
925.	Sid Wilmx		A A	7/31
926.	Zavia Theodore		Where &	7/31
927.	Charonda Balla		Hox	7/31
928.	Trycler Frends		Tack	7/31
929.	KinWilliams			7/31
930.	Duncan			1/3/
931.	Rita alston		Perty also	7/3/
932.	mypa Blackstone		Myz Boots	7/31
933.	Rickyah Mark		That llake	4/31
			1/	

	Print Name	Address	Signature	Date
934.	SilesBrown		Julier	7/3/
025	DERMaine Carlor			7/3/1
936.	Anelia Ellis		25.4	7/31/
937.	LANNE SANDERS		Warne Jandey	7/3//
938.	Justin Novema			7/3/11
939.	HOLA Joed		Mill	1/21
940.	Robert		Rohe	7/31/1
941.	Darrell Green		Wille	7-31-1
942. (	Cameron Woodneyta		M	7-31-1
943.	any Conste		Bay Comai	1/31/1
944.	Hagula Jacker		M	7/31/
945.	ames Witcher		The	7/31
946.	MINMONNE	}	12m	7/3/
947.	had Enz		THOSE ST	7-3-1
948.	Jonnie Christma	6	CONNIE Chris	7-31-1
949.	David colley		Tan /x	7-31.

	Print Name	Address	Signature	Date
950.	GANIN LUARD		Co	7/31
951.	MARUSHER SILVENZA		00	7 31
952.	Karin Aguilar		materials	7/3/
953.	Jiles Brown		Ano	7/31
954.	James Brown		free In	7/31
955.	Usa Hard	)	Ms Analbor	1731
956.	Robertlitte	_	MnRobinA	1-131
957.	Shirly Cole		Ja	7/31
958.	Fine Milare		Dan mon-	7/31
959.	John Johnson	_	Showsh	TB
960.	Damahrhuan		pho	7/31
961.	Shevan Torner		allete	[7/5]
962.	Roberthe Oliver		A/-2	7/3)
963.	Tanika Green	-1	Amita &	7/81
964.	Eric Herryain		an Manh	7/31
965.	Regural d Paris		Paris	7(3)

	Print Name	Address	Signature	Date
966.	Leandy M'Neiz		Lever ade Mad	7/3/1/5
967.	John Dhoe			7/36/65
968.	CANIF PUDLEY			7/21/2
969.	Lapian Gelley		Aderon Kall	7/3/2
970.	Dominique Vack		Dominique Kack	1 7-31-
971.	Debra Jackson		3 Wolra Poicking	
972.	JOHN BEdbert		July	7-31-
973.	Tyler Stevenson		Type stre	7-31-2015
974.	Micale Nelson		N. Helson	8-1-15
975.	Jordan Nelson		Forder	8-1-1
976.	LIZLAWSM		VIA El Rouss	8-12
977.	JANE A COSTA		Jacoberte	1 4061
978.	Lexins Simon		Runh	8-1-1
979.	Rune Goras		frestor	8-165
980.	Stophen Bloom			8/1/15
981.	Anthony Rate		Part of	8/1/1

	Print Name	Address	Signature	Date
982.	Loliter Coerta		Lie	8-2-15
983.	Melvin walter		drow	8-2-15
984.	The Week		Irun	8.275
985.	Jerel Norcome		Brel 16	8-2-15
986.	mellin martin		Melvin-MAHTI	18-2-15
987.	Shannen Smel		Thornand	215-2
988.	Tillary Logg		litta	8/2/2005
989.	Kenneth Fieth		With Full	8-2-245
990.	Conthin Washington		Cal Miles	18-2-20
991.	BIGLEN RIVER		Deanue	8-2-20
992.	Min: A. Sharples		#2	8-2-15
993.	Elder: James allen		Janys Atle	8-2-15
994.	3 erone Parly		1 lan	8-2-15
995.	Brand Lick		LANO	9.2-15
996.	LEROY Brown	-	L Brown	A.2-15
997.	Laura Oson	-	Saver 9	8-2-15

	Print Name	Address	Signature	Date
998.	LAWRONCO PEDDER	M	service Is	8-1-15
999.	Stori Coss		Sela	8-15
1000.	lot Cartis		Lat Cech's	8-1-15
1001.	CBronce		C. Brown	9-1-18
1002.	John Lox		Ja Lax	8-1-18
1003.	Inno Kil		TROVE Chrose	18-1115
1004,	Luby Williams	4	Robert & Grains	81-15
1005.	Propriede		Pale	8-1-15
1006.	1.7pmi007+		Ture	8-1-15
1007.	Indrediose	C	All	8-1-13
1008.	Nukita Baus		And D'	8-1-15
1009	Lenora Wright		Lenora Wrigh	8-1-15
1010	1	(	Ha Whight	8-1-15
1011	Ochley William		Shely Sill	8-1-15
1012	TAWANA Murfmy	7	Jordanda Muyan	8-1-15
1013	Said Couris		and Ar	8-1-15

	Print Name	Address	Signature	Date
1014.	George Lewis SR	at H HAA	Swell	8/1/15
1015.	Jamos Spen	-		8/1/15
1016.	Musical	-	Meine	8/1/15
1017.	Aflar Auros		- R	8/1/5
1018.	Erik Mother	5	Lut Holle	9/1/15
1019.	PARLENEPAGE		.45	8/1/15
	ALTOINARE WOOD	,	astomeword	8/1/15
1021.	Desmond Qualy		DA	9/1/15
1022.	Luxbo Dinte		Lood Ste	8/1/15
	Double D	Ī	25/9	8/1/15
1024.	F. White	112	AA	8/1/15
1025	Y- WAS	9	Perte	8/1/16
1026.	Amette Kernes		Alejout	8/1/15
1027.	George Halten		& Hagas	8/1/15
1028.	Soonyane	_		8/1/15
1029.	Patrice Gronsalve		P. Cousell	8/1/15

	Print Name	Address	Signature	Date
1030.	Relland Const	7.		8-2-15
1031.	A CAMPBOIL		A	8-2-15
1032.	A.h.lilis		Autoriele	8-245
1033.	D. Poanks		Desorah Banc	8/2/15
1034.	Bolling		2/Buly	8.2-15
1035.	D. Thompson		D. Aller	8-2-18
1036.	KARAGE		Alu E	8-2-18
1037.	area @ Malone		agel Men	18-2-13
1038.	Vasium H		I N	8.2.15
1039.	Longro Larra		Sex.	0-7-15
1040.	raigy farnet		ty de	82-15
1041.	Tool		Suld	8/2/18
1042	Jangul Kail		Januali Klu	8/2/15
1043.	Mehow stanh			5/2/10
1044.	Markus Deso		man	8/2/1
1045.	William Done		Milato	8.2-1

	Print Name	Address	Signature	Date		
1046.	Mendy Swan	i	Washan	8-1-18		
1047.	Thomas Bensy,		MAN	91-18		
1048.	FRENDIE LASIER			8-1-15		
1049.	Auto 1 2 255-6177		Me	8-1-15		
1050.	Eric Williams	,	12 Gaveston	8-1-15		
1051.	Kenneth Betla		1/1/1	8-1-15		
1052.	Wrong Both		D.A.	8-1-15		
1053.	A elisharborn		Marsa	8-1-15		
1054.	Serve Soth		July 1	8-1-15		
1055.	Kim Reid		bur Kerd 8-1-	8-1-15		
1056.	Dennis Koss				Danies Cos	Cos 8-1-15
1057.	Zumanue/Dook		1	8-1-18		
1058.	Kelly Harper		KIN	8-1-15		
1059.	Taken Dushan		3	8-1-15		
1060.	Eden Hover		Eden Hax	9-1-15		
1061.	Avery Withersporm.		Jun Doly	8-1-15		

	Print Name	Address	Signature	Date
1062.	hence Hollins		Int- Jes 5 Chi	8-1115
1063.			M. Williams	8/1/15
1064.	Eric Freeland		all	8/1/15
1065.			NaDous	8/1/15
1066.	JEROUS McCas		Quede	8/11/15
1067.	Tonya a Suith		Azri	8/10/15
1068.			Rom LockAR	18/1/15
1069	Shull I Dixon		Sandin	8/1/15
1070.	Maine Sykes		Jurasilas	8/1/15
1071.	Jessica Herrion		Am	9/1/15
1072.	tan Snxx		mith !	8/11/5
1073.	North			8/1/15
1074.	NCNallo-		Meshon	8/1/15
1075.	DejaB.		Dest	8/1/5
1076.	Jevan B.		tevon	8/1/15
1077.	KHONT			0/1/15

	Print Name	Address	Signature	Date
1078	FrancineCamp		Frank Shu	8/2
1079.	Sixt Felly		1 H	8/2
1080.	1040 ha tellar		Kelly	8-2
1081.	Amonshae Kelley		A. Prince	021/1
1082.	Shortage At ller		Staty Ola	8615
1083.	Ashown Miller		In Anthe	2/1/28
1084.	T. Hartm		and)	8/2/15
1085.	M. Cuniylan		mag	8/2/15
1086.	Bothy Tibles		Belle Joles	8-2-15
1087.	Kevin JoHnson		AL	8-2-15
1088.	Michael Gos		WE WAR I	,8-21
1089.	Glas Cabora		Ame	8-2.1
1090	Jeernne Capoza		Levrenew alexa	8-2-1
1091.	Lennx Pineda		Jemus de	8-215
1092.	Rosa Calsesa		Molhenser	8.2-13
1093:	May Souton		Sman Se bra	B. 21/

	Print Name	Address	Signature	Date
1094.	Cardyn R. Hayps		Carolin Hoys	8-1-15
1095.	Polset L. Rispei		Respert L. Resp.	8-1-15
1096.	Tajalia		X Do	8-1-16
1097.	Tonyakeels			9-1:18
1098.	Antonio Keels		de Jal	8-11-15
1099.	Mamoulu an		Shalls	8-1-15
1100.	Edward Trejo		EAR	8-1-15
1101.	ADAM TRENO		h	8-1-95
1102.	Corrello Waring		of all alla	84-15
1103.	Rontky Day		Thorse	81-15
1104.	5 WALL SARVE		Desam	8-1-15
1105,	Jon Brown		122	8-1-15
1106.	Tames Brown		Messe	8-1-16
1107.	Carll		Camel	8-1115
1108.	Cash		- Carlo	8-115
1109.	+ Morean		Too took	8-1-16

	Print Name	Address	Signature	Date
1110.	Maurice Acorn		0	8-1-15
1111.	Parricia GORI	_	2000	8175
1112.	Allison Thompson	_		8-1-15
1113.		=	anoisel &	8-1-15
1114.	Lychiea Grisson	-	Luchies	8-1-10
1115.	ANTHORY POARSON		Attyleaux	9115
1116.	Just 1/3	_	290	8-1-15
1117.	M. M. Michineles		MAL	8-1-15
1118.	Vond Honores	<u> </u>	6/25	81-15
1119	DI WINT		Mailah Threat	29-1-15
1120.	AMber T	_	a cub A at	8-1-15
1121.	Sheur Mark	1	Shan Theat	8-115
1122.	Lobert Ridle		(Led)	8-11/15
1123.	Bon ory	1		8/11/
1124.	DELVON JOE		Deliver se	8-1-13
1125.	Danny RWholager		DONG	9-15/

	Print Name	Address	Signature	Date
1126.	Mike BUTLE		nile Butter	8-2-201
1127.	Hono Halma		Has Dec	8-2-2015
1128.	CHARES White		Chil	8/2/15
1129.	Erill March		FIMAL	32-15
1130.	Tony Holling		JAA)	8.2-16
1131.	Denise hich		Conso Rut	8-2-15
1132.	Zinda Miles		Fich WIN	8/2.15
1133			5)2	8-2.15
1134.	ThEULOSE COATES		They was	8. 2-15
1135.	.,		ch floly	8-215
1136.			Two pod	8-215
1137.	Lorenco Hoshinatan		Levezoli Daj	9-2-12
1138.	Dondre Evens		Dondre Evun	8.2,5
1139.	Funda Wobey =		Myneallely	8-2-15
1140.	DAMONSPERNTO		Dy o	9-2-15
1141.	sono societa		Solvidat	812/15

<ul><li>1142.</li><li>1143.</li><li>1144.</li><li>1145.</li></ul>	Michael Bevelly - Morselle Byd Donte Baily	* MBD	8-1/15
1144.	Morelle Byd Donte Baily	- Maye	19/11/5
	Donte Bailey		1/1/1/19
1145.	Dall Control	arter Brily	8/115
	George Sneed	Diegg Spel	8/1/11
1146.	Algebra July	Marka Jud	8/1/15
1147.	D'Asia Bailer	Dore Buly	8/1/18
1148.	S. Brown	Shanna Beows	18/1/1
1149.	T. STAUS	ABand &	8/1/1
1150.	James Brother	1	8/1/15
1151.	Elija Kucs	4 2	8/1/15
1152.	Morgan Cox	(230)	6/1/1
1153.	Train Goody	* 18	8/11)
1154.	Rhesia Post	Phosia film	8/1/15
1155.	Ran Ellies	Lon Eller	8/1/5
1156.	Lyric Earl	Paris Eggs	41115
1157.	John Jonney		9/1/1

	Print Name	Address	Signature	Date						
1158.	Shalth Pierce			8-1-15						
1159.	JAIQUED ON		2145	8-115						
1160.	Francia Copes		Som	8/1/15						
1161.	OMAR WILLIAMS;		ous es	9/1/18						
	LAURENT Young		Dun Jun	8/1/15						
1163.	Dwight Har"		2	8/1/15						
1164.	Camethrell		(AP)							
1165.	Cassardra Jackson		Qackro	8/1/15						
1166,	Robert Thrower							2. Thrones	2. Thrones	8/1/15
1167.	Char Hopkins					ch Chri 8	8/1/15			
1168.	0				amu	8/1/15				
1169					- Sul	8/1/15				
1170.	Charens James		CLARANCE JAMES	8/1/15						
1171.	1/18 AMINONI.		M	8-///						
1172.	Mrishet		1/1	8-1/15						
1173.	Naun Cestamon		DAVID ADAMS	8-1/15						

	Print Name	Address	Signature	Date
1174.	Lisa miles	ş	2-199	8.2-18
1175.	MARTIN PAYNO		B	8-2-15
1176.	MAKKIRSMIN		Mad	8-2-15
1177.	2 world Love		Jose GM	8-2-15
1178.	~ ~			9.2-15
1179.	Jorg Folly		Dogen Sell	8.2-15
1180.	Rose Cunnistion		Rug (A)	8.2.15
1181.	Victies Locas		Viendo	8-15-18
1182.	June De		Manage	8.2.15
1183.	Leslie Chibb		Reslie Cho	82-15
1184.	Laure Smith		Sam South	8.2/15
1185.	Hailysmith		Halekwo	8.2.10
1186.	Authory Janes		Dulas	8.2.15
1187	TROY MERCER		Te the	8.2-15
1188.	Steven 1 papell		Stoleto	8.2-15
1189.	Louisa Solomon		1	8.2.15

	Print Name	Address	Signature	Date
1190.	tuesha Thornton		Justa Hom	81-15
1191.	Brian Hunter		1/2	8-1-15
1192.	BRENDA BLACK		Grendy Shel	8-1-15
1193.		/	Of the San	8-1-18
1194.	Devin Som	Ī	Dim Bon	8-1-15
1195.	Lisa Wilder		hia wille	8-1-15
1196.	Explas Rulyda		1//2	8-1-15
1197.	Den & Toma		Dan Tun	8-1-15
1198.	Spacific tolliver		Saulta	8-1-15
1199.	KishA Simon		Vinha Survoa	8-1-15
1200	Jacquelina Rendo	/	Jamuel Linking	p 8-1-15
1201.	Love Macket		mackall	8-1-15
1202.	Servicin their		Demia Hrag	8-1-15
1203.	FRED L Simones		4/2	8/1/15
1204.	MARGARAMORE		Maryla	8-1118
1205.	Cedric Cade		Cashifle	8/1/15

	Print Name	Address	Signature	Date
1206.	Larry Dell		Al	9/15
1207.	Komin Gause		Acce	8-1118
1208.	Ada Ferrafio			8-1115
1209.	Avanner Hause		SA	9-115
1210.	PROUKE BROWN		Barle B.	8-1-18
1211,	Brandi Later 2		BhN	8-1-15
1212.	Imber Pai ler			8-1-15
1213.	Keota Madar		Tita Make	8-11/15
1214.	along Roth		alphate	8-11/5
1215.	Mitchell Samuel		Jelle 1	8-1/15
1216.	ada Bran		Citu Bour	8/1/15
1217:	Daml Mars		Surfflesh	8/115
1218.	Jerli Keikland		Cecatia Kerkel	8/1/15
1219.	POROPI SOHASON			8/1/15
1220.	Stephenbeideman		ATTIB	8/1/15
1221.	Root Cartena		Land	8/1/15
		1		

	Print Name	Address	Signature	Date
1222.	SD ELUS		soels	8-2-201
1223.	Ohis salson		C. S. S.	8.2-2015
1224.	DeAndre Jockson		Dal	8/2/15
1225.			Stisham Dinkir	8/2/15
1226.			Amunato aug	8/2/15
1227.	STEROD DUNHAM		A	8/21/5
1228.	Monty Brothers		anken	8/2/15
1229.	Zeandra Johnson		Leslan	8/2/45
1230.			12 m	8.2.15
1231.	Lyron Pritaret		Lystone	82:15
1232.	Lou Dumpen		Rale	8.2/5
1233.	Zelanie Johnson		Faux	18.2.15
1234.	Mellavie Johnson		There	8.2.15
1235.	10 /		Sar	8/2/15
1236.	Hisry Centra		Buy Seeth	0.2-15
1237.	Easte Brown		Evette Grown	8.2.13

	Print Name	Address	Signature	Date
1238.	Kevin Lee	,	Ku Lu	9-1-15
1239.	Mark lewis		Mish	8-1-15
1240.	Eur Wiloz		Erul bako	8/4/5
1241.	formance Miller		Louismelle	91-15
1242.	Ideanne Russell		NS	8-1-15
1243.	YOUANDA MY LES		Sohulyl	8.1.15
1244.	Davion Cark		Di th	8-1-15
1245.	Rubus LASCIA		+ Rla	8-15
1246.	V Ruel Som Ph		2 / Rudhan	8-1-15
1247.	SHERI JUHKBON		Jun Stu	8-1-17
1248.	LOUISE AVERY		Specie Du M	8-1-15
	Kevin Orgden		Keuin Drydon	8-115
1250.	Briana Ruhardson			8-118
1251.	Rodny Bolder		Poston	8-1-15
1252.	Ring Arnold			9-1-15
1253.	Tange Hall		Jan HI	8-1-15

	Print Name	Address	Signature	Date
1254,	VANESSAT MONUS		Voces	8-1115
1255.	Michille & olle		11/26 58	8-1115
1256.	GARRY V- WALLEY		2/10	9-1115
1257.	Land cathing		To mar Dend	8-1-15
1258	00 1		J.	8-1-15
1259.	Brandon Archer		Brandon archi	8=1-15
1260.	KEASHA JONE		16/10	8/11/5
1261.	Pascel.		1-00	8/1/10
1262.	JOHNWY SCHOR		19anse	9/1/15
1263.			Lago.	9/1/15
1264.	Kesheena Mellic		Let 11h	8/11/3
1265.	Merelly Runds		Charde Rose	8/1/15
1266.	Candre Waller		Cardelole	19/1/15
1267.	Janus BeyD		Town Buy 6	8/11/5
1268.	Time know		Ceapus	8/1/15
1269.	John Daw		ohn Thus	8/1/15

	Print Name	Address	Signature	Date
1270.	Malasha Budy		A Bader	8.2-15
1271.	Alfonso Woods		all mor hod	8.2-15
1272.			Frost Lenkin	8-2-15
1273.	Pricento & Corcy		Production of the	8215
1274.	Shuff When I		SilvelfWalker	8.2.15
1275.	ASA MAYO		2/2	8.2-18
1276.	ZARLYHA!		July 1	8.2.15
1277.	Anstall			82.15
1278.	MIKE CAKTER		Mile Crest	82-15
1279.	André Les		anh Lu	8.2.15
1280.	Sukgo Tuner		8.42	82-18
1281.	Cark Cathey		Cala Catta	8-2-15
1282.	Malika Greenfill		Malitarifi	82-15
1283.	Cathy Rave		Culling	8.2.16
1284.	Leit Shell		The Vell	9/2/18
1285.	Iliah Waldson		Uprush	08/2/15

	Print Name	Address	Signature	Date
1286.	GEAN OTENGE		Levall Top	8-1-15
1287.	DELLA BREWN		An Brown	8-1-15
1288.	KOIN GEZLANS		Roemer lotellan	8-1-15
1289.	MAKHOW BONDY SOU		molein Bundy	9-1-15
1290.	BAR BARATENES		Zarkola Joseph	8-1-15
1291.	Reshawner Renjamin		RBenjanis	9-1-15
1292.	Keisha Herbes		KA	8-1-18
1293.	Arrica Horboat			8-1-15
1294.	Judith Herbert		SA	8-1-15
1295.	Maya Warrins		extend.	8-1-15
1296.	Alvin Jones		AG	8-1-15
1297	TREE Hornh		Alidh	8-1-15
1298.	Ronly Chartharange		1 Mary	B-1-15
1299.	(in codelanoua		The	8-1-15
1300.	Charles L Hardin		Charl Alan	8-1-18
1301.	Mak Williams		Jul William	8-1-15

	Print Name	Address	Signature	Date
1302.	MARNIN AUSTIV		Marin Ouster	8-1-15
1303			Det.	81-15
1304.	Karen Lucas		2/709/9552	8.1.15
1305.	OSIRIS SESENAMA		0	8:1:15
1306.	Tester From		7 =	8:1:15
1307.	4 Lowell.		A-R	8-1-15
1308	M. Edwards		m. 2)	81-15
1309.	BEN HOUS		Bris Ees	8-1-15
1310.	P. Garris		P. Garrin	8-1-5
1311	D. Moore		260	8-1.10
1312.	Tray Smith		Tray bruth	8-1-15
1313.	RAIDCHAR		BONDEN	Q-115
1314.	Valeri Motor		Valerie Window	8-1-18
1315.	Dmald Russ		DONIALD REASE	8-1-15
1316.	Earlene Wheeler		Earlene Wheel	8-1-15
1317	Reul Woodend		Reul wxxlare	181-15

	Print Name	Address	Signature	Date
1318.	Crystal Lewis	- 24	· Crystal 1	8:2-15
1319.	William Soliaso		- Wahan	8015
1320.			They have	8.215
1321.	Per Show Asses		.0	8.2.5
1322.	Typhetell		Theory	8.2.18
1323.	Kevin Krots		A	8215
1324.	T. Kearney		T. Keamet	8/2/15
1325.	B. Rayinson		B. Rehing	8.2-15
1326.	V Skmit		List	8.2.15
1327.	Sall		5 Indut	17-215
1328.	In Total		The Ital	8/2/15
1329.	Hallas		Demedricys bulb	9.2-13
1330.	CUCDA		CHAI	8:21
1331.	C. Mc WHoeler		we wa	8.2-15
1332.	E Williams		2008	8-2-10
1333.	John Whate		Holly	8-2-18

	Print Name	Address	Signature	Date
1334.	W. BELLINGER		W. Selegar	8-1-15
1335.			42	8-1.15
1336.	V. Jewin		V. Since	8-1/5
1337.	K Donardian		BOOM	9-1-15
1338.	Marguerite Matte		-AMS/M	8-1-15
1339.	Felicia Wright		AWRX	8-1/15
1340.	Richard Somes		Romer	8-1/15
1341.			3	8/1/15
1342.	1		Elyphur	8/1/15
1343.	STEPHE STANGE		SolShell	8/1/15
1344.	John A Somes		Ju-	8/1/15
1345.	Snauti Trunped		LIS	18/1/15
1346,	Frank Black		Frank Block	8/1/15
1347.	Indian Jackson		, while libely	8/1/15
1348.	Brana Lawhorn		Ill	8/1/15
1349	Schacona Johna		RVA.	8/1/10

	Print Name	Address	Signature	Date
1350.	Nichole Smith		mass	11/15
1351.	LloyD ROYAL		Amz	8/1/15
1352	CALL.		208	3/1/1
1353	Hard Herbert		Hong Herliet	8//15
1354	CHUR CCHINA		Chnee	8/1)
1355	Diarella Va-		12me	8/1/1
1356	Thickey Alston		AL	8/1/4
1357	Nelosas Marthous		Marca Manther	28/1/05
1358	Vakita Modelhous		Nakila Matthews	8/11/15
1359			Florence Press	8/14/15
1360			David Marcha	8/1/15
1361	James Marthows		anes Mauhon	1/1/0
1362			The Preude	18-1-1
1363	Alah be		Due	8-1-15
1364	reAndre farrer		Dependie P.	8-1-10
1365	Agapha (el		Agra	8-1-18

	Print Name	Address	Signature	Date
1366.	Lewis Repla		Loux Rube	8.2-15
1367.	14/1/10			8.2-15
1368.	S. Talbert		A. Jalher	8-2-18
1369.	Wendy Del cide		1110	82-18
1370.	Vaskana Jaknen		Vashand Johson	8.2.15
1371.	Troy Volentizo		10	B-2-15
1372.	Atexa's Jones		aygo	8-2-18
1373.	Samitha		250	8.0.15
1374.	Brithus Anderson		Association	8-2-18
1375.			Luck	8.2-15
1376	Tynesha Byrd		(Byel	8/2.18
1377.	David Contra		Any det	8/115
1378.	Darrell General		2 Dant Hours	6/2/18
1379			Roneshapsh	8/2/18
1380			Robin John	8/2/15
1381	DAM LOSEBOOT			8/2/15
		0		

	Print Name	Address	Signature	Date
1382.	Kimborha listoha	na: hu	Khul truk	8-1-15
1383.	Shinal William		# Millingh	9-1-15
1384.	JAN Florax		John N	81.15
1385.	LEONARD PARILER		Ruly	8-1-15
1386.	Batricu Noc		Dron/	8-1-15
1387.	Bel Welse		Auf	8-1-15
1388.	Mitrie Ma Smith-Ma		JE W	8-1-15
1389.	Malin Alla		Colad L	8-1-15
1390.	Mirol Jac		Ho. V.	8-1-15
1391.	Jakes .		Morram	8-1-15
1392.	& Deb Yes		Mous	8-1-13
1393	July		Loca Kelle	18-1-10
1394.	Bill Jotheson		OM How	8-1-15
1395.	Robert Pish			8-1-15
1396.	William Flippen		wng	1 Aug 201
1397	Buglas Orbanic		2A	8-1-15

	Print Name	Address	Signature	Date
1398.	Brandi		B-W-	8-1-15
1399.	Lisa Warker		Lisa Walke	8-1-18
1400.			R.B	8-1-15
1401.	Yanni Crawy		Yankon	81-15
1402.			100	8-1-15
1403.	Silvia Loma		500	8-1-15
1404.	ROCERT MATTHEWS		Robert Will	8-1-15
1405.				8-1-15
1406.	Mique Bright		N-AS	8-1-18
1407.	Jazzminett.		Layznt	8-1-15
1408.	N' Dia Fird		1-7	81-15
1409.	Hexis Brown		AlexBran	18-1-15
1410.	W. Brown		W. Bown	81-15
1411.	1/2 Meth			8-1.15
1412.	HAILIM BROWN		H. Brown	8-1-15
1413.	KHAILBOUN		K. BIOLD	8-1-15

	Print Name	Address	Signature	Date
1414.	me/12-		Quadit An	8.2.15
1415.	Shan /		Shawaler []	8.2.6
1416.	Lan Sh		Deen	8.2-15
1417.	En Buis		Saymor	8.2.15
1418.	H. Scullee		Al lea	8.7.10
1419.	Carmonata 4 ho	}	Thurs Ce ha	1821
1420.	Day		Tallen	82-15
1421.	Paul Och (zon		1	82.18
1422.	Hipol John	7	A	8/2/18
1423.	FAKEGIRIN		25	8/2/15
1424.	9Am Pah 14		SPE	8/2/19
1425.	Mot		124	8/4/1
1426.	A Company of the Comp		-2	8/2/
1427.	CENIN BKES		C	8-2-15
1428.	Mercedes Bland		M. Bloro	18-2-18
1429.	Posher Bond		Obend	Q12 NS

	Print Name	Address	Signature	Date
1430.	Joseph FRisby	,	2/21	8-1118
1431.	atthur Smill	j 1	Tell Shin	9/1/16
1432.	Mysch French		Where	9/1/15
1433.	Mali B 11/00		A CONTRACTOR OF THE PROPERTY O	8/1/5
1434.	TUKIOTUMEL		Lib	8-1-13
1435.	Anthony Tomer		antr	8-115
1436.	10 ROV Branks		Add	81/15
1437.	India & Hollon		LODD Ade	8/1/15
1438.	Mayrette Bstell		3/2	8-115
1439.	John Baines		2	8-1/1
1440.	Kern Turne		Curtur	8/11/8
1441.	Brexton Simpkil		Berk Lings	16/115
1442.	Costance Chillia	·	Partance Melle	98/1/18
1443.	Comantha Gross		8 113	8/12/
1444.	The Dai		2000	8/1115
1445.	Sherry Jeolas		C. L.	87113

	Print Name	Address	Signature	Date
1446.	Rufus Kulst	-	R	8-145
1447.	José Garnenta	ę		91-18
1448.	Cr.		Mark of and	9-1-15
1449.	Sunday hollar		Sermon Held	8-1-15
1450.		4	Lindy Jolland	0/13
1451.	Susie G	5	Comment	9.16
1452.	Sidney		1 / Oll 1	01-13
1453.	Larahlen Modelan		Carrie Alifa	01-1-1
1454.	Dorathy Crusholl	•	DARAHLYN MADASC	19-1-15
1455.	TAMES SANGATER		Volache Composed	8-1-10
1456.	Tanile Boxpr		Tande Bark	0/16
1457.	Micole Banks	-	woole Bank	D-1-15
1458.	Tiffan White		J. House hits	D-1-15
1459.	REGIS ROBERIS	Ĭ	Regio Polisto	9-1-15
1460.	Chiffer Tall	-	11/ Tah	9-1-15
1461.	Morlin Taylon		MH 1 Th	9-1-15

	Print Name	Address	Signature	Date						
1462.	Exich Staurhte	_	b Sicher	82/18						
1463.	William A Santa		Welling the	8015						
1464.	Tomika Willinson		Mation	8/2/13						
1465.	Sandra Wilkinson		Alkinstern)	8/2/10						
1466.	Obe Graham =						Cal	8/3/18		
1467	Kith DuBOSE :									
1468.	Sarunte Williason		Agguste Wilkerson	8/2/1						
1469,	Lours Price		Alkino	8/2/13						
1470.	Sindu Sheen		Sanda Bree	18/2/19						
1471.	Tormine C. Singleton		J. Dinaleto	8/2/15						
1472.	SANDE Colber								LES	8/2/15
1473.	Alberta Nuarts									O A-B
1474.	Cuth Munic		Pulcelo	8/2/13						
	Kinsty Nguyan		The	8/2/15						
1476.	B Gric			8/2/15						
147プ	Jurilya humbu		Julitah	2/2/15						

	Print Name	Address	Signature	Date
1478.	Dollie Maring Sh	uth .	Colle Moreon Sout	01/15
1479.	Naomi Jenuns		Naomila Guesto	8/115
1480			+	8/115
1481	William Samons		William Vanor	8/115
1482	100/		1 Duie Argos	8/1/5
1483	Sanchalee			8/1/5
1484	Sharon Lee		00	0/1/5
1485	LindaSmith		Tulle	84115
1486	Brenda Boyd		Brenda Bou	1015
1487	Ricky Mccalp		Purh Medy	8/1/1
1488	Jackie McCalop		Jackie Malaj	8/1/15
1489	Allen As Nugent		Rebul - Acco	11/15
1490	Kevin Runford		pulment	8/11/
1491	Kayah Warkins		Keyah Nofkin	8/1//
1492	Timothy LANSON		Innet Lan	8/1/15
1493	Mura Marka		Muraleta	8/1/18

	Print Name	Address	Signature	Date
1494.	Lloyd JAMES		Van 1 8	8-1-15
1495.	Detores Watson		Day Let	Q-1115
1496.	Fulla Sheffer		EllaSil	19-1-15
1497.	Coughan John		John	8-1-1
1498	Tana Sa		Sania Sh	18-1-1
1499.	Timoshy Rudd		Frolly 800	19-1-15
1500.	Deryo Man		" Seeyahrarle	18-1-1

	Print Name	Address	Signature	Date
1501.	Joe Rippons		A	D8-2-18
1502.	Marc Minsker		R	8/2/19
1503.	Frank Gillerais TH		32,00	821
1504.			SA	8.2.15
1505.	alalbur	-	Bu Buy	8.2.15
1506	Rover Black		Ru	8.2.18
1507	Louis Vaint		1	8215
1508	Servere Frague	1	SICH	8:2-18
1509	Michon Trimer		Man ST	8:2:18
1510	Az Abusam		AND)	8.2-15
1511	T. Arthur-Mensah		The C	8:2/18
1512	Thoms Hargrus		IT Thomas Hoge	8.2/15
1513	Tyrone Williams		Let I	8.2-13
1514	1		Mark	8.2/18
1515	Bryins Johnson		Mr Jun	8/2/13
1516		-	16/109	0/21/

	Print Name	Address	Signature	Date
1517.	Christil Graham	el - e - Doile	Chiste	8-9-12
1518.			Toursh.	8-278
1519.	Steveneross		Atteles strast se	8/2/15
1520.			Scool Sk	8.213
1521.	Phery Turles		Her Ja	8.2.15
1522.	molene twilley		Lordo	6.2.18
1523.	MARK Green			8/2/5
1524.	Tawana Loves		A Sul	8/2/15
1525.	Janel Coffen		Carlotte	8/2/15
1526.	Frank Svann		An	8/2/11
1527.	Kenny Than pson		The & L	8-2-15
1528.	Domica Johnson		and a	8.2.15
1529.	monica Tayler		med	9.2.15
1530.			ROOM	8/2/18
1531.	Danté A. Sutehin		HOR	8/2/15
1532.	Regto Jee		legg (	8.2.15

Ť	Print Name	Address	Signature	Date
1533.	Allison Wilson	4	Alleson Twilliam	8.2.15
1534.	Antonto Bernell		A	8.2-18
1535.	Christina Gloride		Ald A	8.2-18
1536.	David Wigerton		or way	8/3/15
1537.	Damandon			8/2/,
1538.	Joyce Hardy		Joyce Hardy	8/2/15
1539.	John Dorell		To the	8-2. Zar
1540.	Leavy Howard		to the	8-2-15
1541.	Zanyah Rose		Banjarka	8.2-1
1542.	Jadelyn Rose		I Celled	8-2-15
1543.	Noete Champion		Methomoron	8-2-18
1544.	Dontae Rose		Delay	8-2-1
	Felicia Champion		Die Je Champi	8-2-1
	Ritastevenson		Riden Stevenso	B-2-1
1547.	1 17.1000		Asha	8-2-18
1548.	Donta & Changian		Donta Champion	0-2-13

	Print Name	Address	Signature	Date
1549.	Cherial Sollers		R) Fell	8.21
1550	Sackle Sollers		TheSollon	X-2
1551	Grea Rayster		Can Dayston	8-2
1552			Cal 11. loke	8.2.
1553	Eddle Glover	_	Eld: Glove	8-2.
1554			Co hallibre	8-2-1
1555		-	Kaken Champa	18-2
1556	Janie Con son		Smu Course	8-2-1
1557	Eakka Stavens		Ex Kle Coles	8.8
1558			Ferri George	08-2-
1559	Sherolei	1	Baraless	8-2.
1560	Shales		John !	8-2-1
1561	M. chealthand		Medul Hero	18-2
1562	Sem n Dallasdo	7	Best in Johnson	8-2
1563	Da Carda Da Com		Dokatak	8/2/2/
1564	33	7	A A	8-2/1

	Print Name	Address	Signature	Date
1565.	Daison Casson		20	9-2-18
1566.	No Parlber		Har her	8.2-15
1567.	L. Bann		L'On	8/3/15
1568.	P. Classone		P. (2	8.2.15
1569	Ed Davis		So Day	8-0/15
1570.	L. Pixley		- Lolila Pirlo	92/5
1571.	D. FOSTER		Dister	8/2/15
1572.	m.miller		Marguel may	8/2/15
1573.	T. Filouse		120	8/2/15
1574.	S. Carson		S. Casen	8/2/15
1575.	D. Green		M/ Lec	8/2/15
1576.	Gastin Conger		Parta Cooper	8/2/18
1577.	Top Mosk		Jer Moser	8/2/15
1578.	SISM hu		Aprist Por	8/2/18
1579.	Romald		Ven lle	8/2/15
1580.	Medea Faz		M	8/2/15

	Print Name	Address	Signature	Date
1581	ROLFINI Whidbee		Colfee	D2 Aug 2015
1582	Dushin Scales		Jalynes Lots,	8/2/15
	Kaila Whithnoter		Deal Will	8/2/15
1584	Antwon Demcks		That Dark	8/2/15
1585	Princess Princes			XIZIS
1586	Anlere Annes			8/21
1587	Darles Muss		1	7/2/2
1588	Anthony mornis		D-Z	12.5
1589	Charlene Hamilton		Charles	8-2-15
1590	Carolyn Lun		2 Guolyn Jun	8-245
1591	Darry S. Dunbar		Q1.04	8-2-15
1592	Michelle Lews		mari	8-2-15
1593	Robert James		BLA	8-2-15
1594	Andrea Hyson		AMAN	8-2-6
1595	Kenneth Watson		Kenneth Worts	8-2-15
1596	Tarun Vail		1/1/1/1/1/1/	8/2/5

	Print Name	Address	Signature	Date
1597.	PACHAVILLALBA		150000	8/2/15
1598.			K. Consi	1/2/15
1599.	Tome Brown		F Myns Brown	8/2/10
1600.	Maxine Scala		Marken	ANIS
1601.	Victoria Scats		Vactor Sle	8/2/15
1602.	Bobber Brown		Belly Ban	8/2/15
1603.	Carlotta Crawfor		Carlotta Crawle	8/2/15
1604.	Nadire Forth		A Pratt	8/2/15
1605.	Alevis Rienfy		* P	8/2
1606.	Eda Sang		Cult ger Suy	18/21
1607.	Beian Battle		Ly but	8-2-16
1608.	Ofelia Diaz		Office	8/2/15
1609.	Grant, Roshaun		Hior	8/2//
1610.	Lee Janae		Jandy	8 D/15
1611.	Williams, Shanler		Sans Mil	8/2//5
1612.			Inom U	8/21/6

	Print Name	Address	Signature	Date
1613.	KARIA CAMPOS		K Dahi hras	819/15
1614.	CARlos Duran		Charge	8/2/13
1615.	JOHN ACKLES		X	8/2/15
1616.	Kotring Jodge		Rahindela	m8/2/15
1617.	Kimbalu Smy		X Carl	18/2/
1618.	67 aulus		A. Janden	8/2/5
1619.	PANN		Political	8/2/15
1620.	Verenica Hardy		, 7Cm	8/2/5
1621.	Kenyina Wyers		10	8/2/13
1622.	nox in Delake		The	8/2/15
1623.	Celany Thomas		Shautton	8/2/15
1624.	CHERISSE PAUTOR		Dawn	8/21/1
1625.	FRICH CRAWFOR		Fry Cardad	8/21/19
1626.	Teina Chautoro		Trina lawar	
1627.	Tampea Gesson		Januar Lucon	48/2/18
1628.	Phillip Hines		Alulo of This	8/2/15

	Print Name	Address	Signature	Date
1629.	Khari Parker		Agh,	8-2-1
1630.	1-6		G Para	9-2-15
1631.	Cherry Price		THE STATE OF THE S	82-15
1632.	Giama Prie			8-2-15
1633.	Mana Mes		n.h.	8-2-15
1634.	Christophy Hansten		CBH	8.215
1635.	celestine		celestine	8-2-15
1636.	Biog Sones		94	8.2-15
1637.	10 My water		Tonyson	8-2-1
1638.	Freder. CH L. Suly 400		72	82-15
1639.	BARAKA Johnson		B. De	8215
1640.	Amborsia		May	82-15
1641,	Charnell Gont		Cally 3	8/2-15
1642.	John Tyler		John 7	8/2/15
1643.			Willie Mal	8/2/15
1644:	1000		Valenghins	8/2/15
	Valenca Sonsor	)		

	Print Name	Address	Signature	Date
1645.	Crystal Hous		Osa	82
1646.	NINA Luck		In Mussfull	8/2/15
1647.	LiandPenaleton		Som	8/2/15
1648.	Notatie Nicoles		A. S.	8/2/15
1649.	Maice Sawell		c this St	8/2/19
1650.	Kashryn V Rust		Walsh	8/2/15
1651.	JOHNIN CHES		Solngten	-8/2/15
1652.	OSCAR SORIU		A	8/2/15
1653.	Nora Carrillo		D/amol	8/2/15
1654.			12A	7/45
1655.	1 H		Sonden	8/2/15
1656.	SAM CASTET		2 (Alph	8/2/15
1657.	Michele Gray		Middle Ilong	8-2-15
1658.	NAdir Grays		V. Car	8-2-15
1659.	SARAH KIBBYE		Gardelli Stre	8-2-15
1660.	JAKOB MOLLER		Zelob Mole	8-215

	Print Name	Address	Signature	Date
1661.	Apryl Wak		orelle	8-2-45
1662.	Feleca Walk		Jelio Yol	8-2-15
1663.	Britany Miller		7000	8-2-15
1664	SheiQuare		Charles .	8/2/15
1665.	Mecca Quave		Para	8/2/15
1666.			I O	RIZIS
1667.	El She Little		260	8/2/15
1668.	the Tuyl		Huy	8/2/15
1669.	Jean Duda		elobe	8/3
1670.	Jarma Venable		Jour Vaule	8/2/15
1671.	Kimberly Costillo		1/L	8/2/15
1672.	Ashu Ba		de	42/18
1673,	Cecilia Crew		Carla Crei	8-2/15
1674.	Britain Herbert		Bills	82/5
1675.	M. (uell, moter		Mille	8-2/5
1676.	Tanjul Derver		T.Pall-	8-2/13

	Print Name	Address	Signature	Date
1677.	Yandi Ctank		OGILA	8-2/15
1678.	Mot Jum			8-2-15
1679.	Parter Cell		Carthole	8-2-18
1680	Mar Hong		And If	8-245
1681.	WEHA		All A	8-2-1
1682.	Andrea			08/02/0
1683.	Deni se LANATAMA		Cen Litte	8/2/18
1684.	Trenise	2	My	8/2/5
1685.	mionas.		Hayank,	8/2/19
1686.	émma A		(A)	8/2/15
1687.	Aloxandro C		all.	8/2/15
1688.	Tony 1.66610		alfelo	3/2/15
1689.	Andrey Cole	_	The	8/11/15
1690.	GENT Sampson	_	Blensota	8/2/15
1691.	Jassey Pall		Lews	8-2-15
1692.	Michelle Green		Michelle Green	8-2-20

	Print Name	Address	Signature	Date
1693.	Marcia Adams		Monistala-	8-2-15
1694.	SE South		Da Suth	87-15
1695.	Ponthy Evant		mys	8-2-15
1696.	TIA GAYMON			8/2/15
1697	Vapora Jolez		AAA	3/2/15
1698	Rick Lee		Jalos,	9-315
1699	VICTOR CUOPER		VM Slong	8:215
1700	Tim Acunt			8-21-15
1701	JIM HAMELIN		Hanklin	8/2/15
1702	Loi Rheuloston		Ja Jacol	8215
1703	DeahHall		Muchal.	8-2-15
1704	Vergnica Mensah		Vessol	8-2/5
1705	Cocar lobo		1660	8/2/15
1706	· Myata Mousin		Mystalan	8-/2/15
1707	Barbara Ges		Bo Coe Ell	2 8-2-15
1708	Alora Tuga		002	8215

	Print Name	Address	Signature	Date
1709.	To die to Mundala		Mach	7-2-15
1710.	And Viens			8/2/1
1711.	De Mario Merdes		DeMaples	8/2/15
1712.	Andrew Wish		Mod	8/2/15
1713.	Yong Lathen		Otherste	87.15
1714.	Lawlenge Tucker			
1715.	was Meleral		AAAAA	8-245
1716.	Jose Aries		Lou A	8/2/15
1717.	Shannon Coller		Maunen Cell	8/2/1:
1718.	Thomas Parker		MAL	ap/15
1719.	DATONIA Brudias		Thelen	8/2/15
1720.	Kyn Laurence		Vouled	82/15
1721.	Wally Bus		M. Oh	8/2/15
1722.	Enca Tro		200	F2/K
1723.	Juny Goypan		gieff	8/2/15
1724.	Konie Smith	V2	Lance Su	8-2/15

	Print Name	Address	Signature	Date
1725.	Connor Waldroz		Ca Monipo	Any 2.2015
1726.	Jessie White		2	Aug Z Zolf
1727.	beland Eichinger		· All	Ang 2 20
1728.	James Shiffler		An AM	Aug 700
1729.	Bruce Cintol		Burling	Aug 2, 2
1730.			1 tarter	Aug 2,20
1731.	Janika Wasser		granks	8/2/15
1732	KIUSSA HAM, H		DAS	8/2/13
1733.	Marquis Burch		in .	4/2/15
1734.	Sasha Bland		*	821
1735.	Aaron Brown		AB	8/2/15
1736	Ariel Jones		AT	8/2/5
1737	DARYL STONE		28	8/2/15
1738	ZakeynJones		Jarryons	8/2/15
1739	Davele		Golf	8/2/15
1740	Menduser		2018	8/0/15

	Print Name	Address	Signature	Date
1741	Erve Moncruet		Lili	8-2-15
1742	Imani Grahan		Imani I.	8-215
1743	Cierra Graham		Ciena 2	8/2/15
1744	I I		langer Hond	eb/15
1745	Musha Mm		a //what//	8/2/15
1746	DErrich Marvin		Silla	8/2/15
1747	Kenneth Richards		A Richard Son	812112
1748			Ferellen	8/2/15
1749	(unthia) Lomus		Gnaffan	8/2/15
1750	Abdinnah Jalloh		A	8/2/15
1751	Latrin Fields		70	8 2/5
1752	Monza L		March	18/2/15
1753	Janes Brown		Jan B	8/2/15
1754	- KeVill Gonz		423	8/2/18
1755	TRIGH angal		See	8/2/15
1756	Lauren to		Course M.	8/2/1

	Print Name	Address	Signature	Date
1757.	William Gill	-	126	8-2-18
1758.			Ac	8-2-15
1759.	C. WATKINS		an	8/2/18
1760	K.WATKING		Km 3/1 1	8/2/18
1761	CWATKINS	3	( Wass	8/2/15
1762	R. WATKINIC		PANGA	8/2/18
1763	M. WEight	_		8/2/18
1764	LARRY Dones		LAN	8/3/15
1765		<	A	8/2//3
1766	Migram Dean		2 Mg An	8/2/15
1767	// //		1907	8/2/15
1768		_	Tray Hulle	12/15
1769	Johnny Bill		+ Sof	8/2/10
1770	Sauchet WATEIRS		Jama	8/2/18
1771	1		app	8/2/15
1772			5011	8/2/15

	Print Name	Address	Signature	Date
1773.	Billy Tohan	•	an	8415
1774.	Duke Bastick		Della Bolk	8/2/5
1775.			APrHerry	8/2/15
1776.	Eindu Metse		(Contes	SIZIB
1777.	Kerha Pembapus		K Pendanin	8/2/5
1778.	Jade Mitchell		gn	8/2/15
1779.	Donte Freterie		Done	8/2/15
1780.	Kingas Grand		ansal	8/5/14
1781.	Robert Chempion			8/2/15
1782.	MQueen		Midue	8/2/15
1783.	Levin Wright		IND	8/2/15
1784.	Sends Caes		400	8/3/3
1785.	Nataly Sullien		nzigen	8/2/15
1786.	Valasha No		toleyta Du	8-275
1787	Nykia Chambis		myelle	8-2-15
1788	Jennifea lylis		Janup Liste	8-215

	Print Name	Address	Signature	Date
1789.	Aaron Ferebee	,	attoules	8-2-15
1790.	A. Asires Austra		ALA	81416
1791.	Note Campbell		Nath Caple	1 8/2/18
1792.			Luke	8/2/15
1793.	Brianmandon		Anderse	8/2/5
1794.	Ash perby		Long	-02/15
1795.	Mite Wall		Michael	8/2/15
1796.	Stephan Bown		Didhun Bon	8-2-15
1797.	Ashley Johnso		ashly	8-2-15
1798.			Alexan break	8-2-15
1799.	Steaphie Cole		200 Cel	8-2-12
1800	Jazmine conck			8-2-13
1801.	Kendia Simmons		The Dim	8.218
1802	Domald I Mes		2000/	8.2.15
1803	NO THE PROPERTY OF THE PROPERT		Idama.	8.2.15
1804			Jason In La	1 8/2/15
				1/1

	Print Name	Address	Signature	Date
1805.	Traves		Travis	8/2/15
1806.	Chris		Olissa	5/2/15
1807.	Terry L. Colonan		36,	8-2-15
1808.	Micholas Homson		7	8-2-15
1809.	Robert Polosi		West Hel	18-2-15
1810.	Mow Contains ch		Marga	8-2-65
1811.			Carlyth	8-245
1812.	Wilma Lee		Wilmy Lee	8-2-15
1813.	Heather Lewis		Heness	8-Z-15
1814.	Bonas Oul 20		ank	800
1815.	SAUBAH KOZA		Try	8-2-15
1816.	Kayvanoulsus		Hayve	8-2-15
1817.	Cady Mosby		Cody Myschy	8-2-15
1818.	JAvon Reid		Nauen Red	8-2-15
1819	Taoly Colon		54	8/2/18
1820	Laurena Webb		Thell	8/2/15

	Print Name	Address	Signature	Date
1821.	Bryant Taylor	,	Brught Tuylor	82/15
1822.	Cliffon Taylor		Ciffen	8/2/15
1823.	Dute Guster			8-2-15
1824.	Chinnette Brennon		Ch.A. The	8-2-15
1825.	Ottovia Jarton	<	Calian	8/2/15
1826.	Beverly Claufo		Being	8/2/15
1827.	Lia Coleman	_	Rie Colman	8-Z-15
1828.	Ashten Jackson		apply bestig	8-2-18
1829.	Slocim, Calvin		CS	8-2-15
1830.	Cliffa R 6		ditto	8-2-19
1831.	Anail Brown		Avil Blan	8215
1832.	Reggie milliams	Ī	Wreggin 4.0 gm	il 8-2-15
1833.	Jerry Jones	_	Jony Jose	8/2/15
1834.	Pet Jours	(	Pet Jan	80/15
1835.	Care Sult		Cam Sout	1 1/2//
1836.	Mour Dand		alem Dan	8/2/15

7.4	Print Name	Address	Signature	Date
1837.	Bree Reni		B.R	7/2/15
1838.	1		Barabre	9/2/18
1839.	Rachelle		Radiolas	7/2/15
1840	Driva Haber		Bolen /	9/12/15
1841.	hsheppard		18	7/2/15
1842.	L. Caillis		15	7/2/15
1843.	ABOM BOYN		And	8/8/5
1844	Rannofoson			8/8/19
1845.	Kelly Davis		Velly Van	8 8 13
1846	Pobert Mc Omine		Peletmace	8-8-15
1847	Spella MuDaniel		Sweethare	8/8/15
1848			6	8/8/18
1849	Ben Borme		aly bur	8/8/13
1850	EHERYL PORTER		Africa.	8/9/15
1851	/		They the Seed	8/2/15
1852	Therese For	5	Thu Ra	8/9/15

	Print Name	Address	Signature	Date
1853.	Eugene Smith		Eur Ind	8/9/15
1854.	Deshonta Harpen		20 Destratos	8/9/18
1855.	Casin Colston		Hay Johl	8/9/10
1856.	2		A Laboration	8/9/18
1857.	macon dastral		JHAII	8/9/18
1858.	JC4 1///		Al	8/9/15
1859.	Typre William		Thomas all	8/9/15
1860.	Dane Jefferson			8/9/15
1861.	John T. Rosa		for this	8/9/15
1862.	Kemberly Coll		DC	8/9/18
1863.	Nounce Noore		- De	8/9/13
1864.	Kanmet Black 11		AA	8/9/18
1865.	Alonzo Creighton		1,	8/9/18
1866.	Janes Och		Harry C	8/9/18
1867.	Winslow Powell		Tile	899/12
1868.	Larvissa Turner		James In	8/9/5

	Print Name	Address	Signature	Date
1869.	Linkingley	(	Leximale	109/201
1870.	Sheakina Moore	5	A 18	109/15
1871.	Brell Parlet	ZI .	But Jules	0/9/15
1872.	Donna Parkins		Dan Je	8/9/13
1873.	Treti Post		> XX	8 9 15
1874.	MAD	1	Michael Bas	8/9/15
1875.	Overe Parken		Cheful	8/9/15
1876.	KEYAUNTA Brown	1	KB100	8.9.5
1877.	DWIGHT JERGEREUN		AAR ILL	8/9/15
1878.	Victoriashinater		VA	8/9/13
1879.	and Ments	4	li	8/9/19
1880.	113 mos		7345	8/2/is
1881.	Kit Sur		KINTIS Son TO	8/9/15
1882.	Ron	12	AR	86/15
1883.	Som & Bhh		himith	8/9/15
1884.	House Things		Vancopu	8/1/15

	Print Name	Address	Signature	Date
1885.	Mary (m Mingo		Mandom	8/9/15
1886.	Augh GREN		Jeff G	19/15
1887.	Sharman Green		4	8/9/15
1888.			SI	8/9/15
1889.	Ira Douden		Ira Dard	8/9/15
1890.	Rubel bui		tricker 9 thin	8/9/18
1891.	Tashedtims		24	9/a/15
1892.	Hala Paly		TAM	P/9/15
1893.	Kelly Um		Kelly M. Clanaha	18/9/15
1894	James Pineda		Emer f.	019/13
1895	Je1. 1.011/012		AAAA	1/9/15
1896	RECOIE LUCA		Lever Tura	Maj 15
1897.	Shakoro Gilchest		Leconde	19/15
1898	hwame Egeto AT		have a	8/9/15
1899	Demograf		DO	8/9/15
1900	Patry Horne			8/9/15

	Print Name	Address	Signature	Date
1901.	Diamord Cash		Spamout Con	8.215
1902.	Lyd Ginkard		The state of the s	8.215
1903.	Alan Selin		ashi Sh	8.2-18
1904.	Donald Musch		Demin)	8.2-15
1905.	Jason Wiles		april	8:2-15
1906.	Isha Mones		00	8.2-18
1907.	TAVONNA LEWIS		I Howard	8.2-15
1908.	John mine Hendrix			8.2-15
1909.	Lional Hendrix			8.2.15
1910.			MAR sone	8.2-15
1911.	Aikia Harkun	-	Released	8.2-15
1912	Jamal Gassaway		( Charles Strey	8-2-1
1913	and Thoppen		am Thompra	8.2-1)
1914	Kendah Balde		Conkelyzy	18.2-15
1915	Michelley		munn.	8/2/15
1916	Shakesha Belthobb		S. Bel I Popl	8/2/15

	Print Name	Address	Signature	Date
1917.	J Lin	: ==	m 2 j	8/9/1
1918	Dan 1 South		MA	8/9/10
1919.	Tiam homes		Mex	8/9/1
1920	Carlon Comining		Coelle sin	8/91
1921	Annicon Jones .		annica C. Jovan	8/9/10
1922	Jose Frectos		46	8/9/1
1923			1/05	819/1
1924	Malon Hilliard		4/10	8/9/1
1925	LIZ HERMAN		ln	8/91
1926	CASSANDRA		de	8/9/16
1927	Dede		A	8/9/1
1928	TERMS		(And	\$19/1
1929	Vicener Evens		Juan Py	-8/9/8
1930			(Bus)	8191
1931	Byron clark		The	8/9/9
1932	Cor Fortest		C. Sut	8/911

	Print Name	Address	Signature	Date
1917.	Palarenawa		Mm	8/2/15
1918.	Eldos Cinis		2.66	8/2/15
1919.	Januar J		Bli	8/2/18
1920.	El Ectento		280	8/2/18
1921.	Thom Stelling		54	8/3/15
1922.	Kahla So			
1923.	Tight Hadi		Lors led Takes	8/2/15
1924.	March Sant		Laurico Sol	8/2/15
1925.	(1)		CAP	8/2/19
1926.	Dangun Frater		Denoigr Fate	8-2-15
1927.	Marine		24/2	28/110
1928.	Li Musik			8/2/15
1929.	Marcis Corole		273/	8/2/15
1930.	Chours .		Il Gombi	8/2/15
1931.	Bul		1/2 l yates	8/2/1
1932.	Juny Smith		Juny Shu	8/2//
	)		0 0	1 11

	Print Name	Address	Signature	Date
1933.	OSSE GREEK		and	5/9/10
1934.			Java Brass	89118
1935.	Zellyeta Madiy		3.11	8/9/15
1936.	JOHNETTE PERRI		Mulden	8/9/
1937.	Wille Drove		mon	0/9/18
1938.	Janet tyar		Danit Wes	8A/C
1939	Showntese Sefferson		WAR I	\$1915
1940.			Men Bre	8/9/10
1941.	Vivian Holly		The Island of On	1/9/5
1942.	David Clarboker		800	8/9/13
1943.	Selketna Quales		Del tretue Sul	8/9/18
1944.	In Allen		1 has	8/9/10
1945.	Sohn Black		de la Company	8/9/1
1946.	and nothing from the		Rata Ale Ku	18/9/1
1947	Mille ASE		Mulhes	819113
1948	Phles mac			8-8-15

	Sylvan Raday . Brewlow Orla Lobert Mann	Suglified	8/9/18
1951. 1952.	Brevila Och	Suglifand	8/9/18
1952.	Brevila Och		8/9/5
	Lobert Mann		0111
		Robert Maum	819115
	Debat. Hollins	DATON	8/9/8
	Eritha Gray	Colos	81915
1955.	G. Aller	19	879/18
1956.	M. Flores	A -	8/9/1
1957.	2.8		8/9/1
1958.	José Kimbanome	Melan	8/9/15
1959.	ARUBLU	The second second	* 191x
1960.	Nager & life	91.0	8/9/18
1961.	Abelkind	1 Dest	8/1/8
1962.	TOS KLIVYISM	1900	\$19118
1963.	A WI Gal Vine	W	(1911)
1964.	1 hors	Met	819115

	Print Name	Address	Signature	Date
1965.	Redrawn Beech	18 11. 11 11.8	P Burch	8/9/
1966.	Berly Broken		Jun Jan	8/9/10
1967.	Rosalind Ellis		Rose Dest	8/9/1
1968.	Shanlaka Peter			8191
1969.	T. Smills			8/9/5
1970.	D. Allen		Din Her.	8/9/10
1971.			Hay His	8/9/1
1972.	TET CANDER		Ja Hagare	819/12
1973.	Tonya Talkey Smith		German Suth	6/9/1
1974	Shoteena		SSI STORY	8/9/1
1975.	modern		De	8/9/9
1976.				8915
1977.	Down Graha			8/9/1
1978.	RAY LONE		Aughorz	819115
1979	Kliena Jos			2/9/15
1980	1 1000			8/9/11

	Print Name	Address	Signature	Date
1981.	Clarence Itherson		Clarke	8/9/18
1982.	Sharenorda Martiees		Mensy.	8/9/5
1983.	Cunthin F2 +		PONE	8/9/13
1984.	april Bearn		No Frendry	8/9/18
1985.	Oldon Sella		19. Sola.	8/9/18
1986.	Tee Harris		5 Hans	8/9/18
1987.	Carlet Harris		an Hyuni	8/9/15
1988.	Porché Anghan		P.anthy	8/9/15
1989.	Arthony Sky Jon		Ally Sapa	8/9/18
1990,	Tammy TAMES		2 Jones	8/9/13
1991.	Probert JAMES		foliat A	8/9/13
1992	ChanelArnold		ceas	8/9/18
1993			Dockin	8/9/18
1994			Lanen	8/9/15
1995			Smy	8/9/15
1996	Naomii Knox		Variedenx	8/9/10

	Print Name	Address	Signature	Date
1997.	Watter Reed		W. Rud	8/9/15
1998.	victor Reed		Wictor Reed	8/9/15
1999.	Robert Smith		Pop Gunt	8/9/15
2000.			Clagget	8/9/15
2001.			Manged fix	8/9/15
2002.	Jose Ortega		Ass Out	8/9/15
	Austin Murphy		dum M	8/9/15
2004.	Táicia Whitto		DIR	8/9/15
2005.	Moure Cranford		Ministerd	8/9/18
2006.	Stephanie Crawfox		Sug	0/9/15
2007.	Chris Crawford		Mes / saufer	8/9/18
2008.	140		CE -	X/9/18
2009.	Latisha Folware		Lawshort	8/9/15
2010.	Mestin Abere		WA Dre	8/9/15
2011.	Chapter Sharth		¿ Cio	8/9/15
2012.	Justo Nixon		02	8/9/15

	Print Name	Address	Signature	Date
2013.	Total Dickson		20	8/9/18
2014,	Musel Blows		1 MB	8/9/10
2015.	SHAUN TRAPT			8/9/18
2016.	Rhonda Jadkson		Pho weapelu	8/9/18
2017.	shurfotes		Who Beter	81915
2018,	5 Jang Brown		Elwe Bru	2/9/13
2019.	Usua Saffer		When Del	8/9/1
2020	Quan Dalas		Jer Dan	2/91
2021	Volved Sout		7 hohut	M9/13
2022.	Dorthey BlAN		Doethe Dan	819/18
2023.	Amadou Diallo			89/10
2024.			SIO	8/9/15
2025.	JULIAN COCHRAN		Miliologe	8/9/15
2026.	Mark Rill		my	8/9/15
2027.	fly Schrid		fly }	8/9/10
2028.	Daigner Gorales		1 James 1	8/9/5
	1		1000	

	Print Name	Address	Signature	Date
2029.	facio Goas	- /-	fla	8/9/18
2030.	Santiago Pary		12	8/9/18
2031.	Maria Sanchez		March	8/9/18
2032.	La QuashaFields		Then	8/9/15
2033.			Multin	8/9/15
2034.	Scott Tate		ANOW!	819/18
2035.	Simpon Johnson		12	8/9/15
2036.	LANDON SELLERS		4- Selle	8/9/18
2037.	Rikkia Histon		Ppt	8/9/15
2038.			Shoul 1	8/9/18
2039.	Roomey Burn			89118
2040.	Danin Boone		Janus Beroe	8/9/15
2041	Timmy Walker		COLOR	8/9/15
2042.	JANES SCURT		fal Scat	819115
2043.	Mary South		Mary Justh	1/9/10
2044.	Tammi Seal		Janu Seal	8/9/15

	Print Name	Address	Signature	Date
2045.	Kincspencer		The speaces	8/91
2046.	Sharmilta Smith		SC	8-91
2047			MADA	80/1/1º
2048			Rate 3/ht	8/9/15
2049	Saint Nith		Jain All	VALXI
2050	Renisha Wester		Rus	8/9/1
2051	Kigua Wastu		RIVE	8/9/10
2052			24/	819/18
2053	BRUGO HAPPERED		Barrel 1	8/9/15
2054	Heerly matherin		Mosados	1/9/1
2055	VANCE WAIKER		Vance Welle	8/9/1
2056			2 May Miss	8/9/18
2057	Gloria LOUS		South me	8/9/5
2058	Say Love		San Jama	89/18
2059	Otha Brown		12 Cla Breit	8/9/15
2060	Justice Bronn		hothe R	8/9/12

	Print Name	Address	Signature	Date
2061.	Sule m	:/	Ejuis	8/9/15
2062.	KAthleen Dorsey		L'athley Dore	819115
2063.	a Dischoolthal		8 A 1	8/9/15
2064.	Timothy Winfrue !		Tithwish	8/9/18
2065.	Emmanuel Scott		Em Sal	859/1
2066.	Chartell Tolson		Allerita	18/5/13
2067.	Backer Bocalen		500m	8/9/15
2068.	Jonathan Wittig		(IM)	8/9/15
2069.	D BYANT		Mygant	8/9/15
2070.	B. BRYant		Polyant	8/9/15
2071.	Mary Hardie		Marflagoli	8/9/15
2072.	OHordie		Make	8/9/15
2073	S. Cooper		XCAARON	8-9-1
2074.	A. COOREN		Hoope	8-9-15
2075.	P. P. HMAN		Vittman	8/9/15
2076.	BAHman		BAHman	8/9/1

	Print Name	Address	Signature	Date
2077.	TROY PERRY		LR	8/9/16
2078.	Keith weller		Reith Valles	8/9/1
2079.	Christina 41/400		hd A	8/9/15
2080.	Kay Martin		1 may	8/9/F
2081.	KRIKAN 160		X MAS	28/9/1
2082.	Lanitha Vans		An An	3914
2083	Tiarraturner		Tierria Sur	8/9/16
2084.			, 1	1.9.15
2085.	CSImpler		Chypta	8/9/15
2086.	Evengela Vince		er CANO	8/9/15
2087.	Brice Davis		1	781915
2088.	Duane Horarida		On the	819115
2089.	Nicok Wikm		NES	8/9/15
2090.	Vienne Salgan		mile	8/9/18
2091.	Mand Coloans		must be	8/9/18
2092.	havonne Gumby		Kraiane Z-	8/9/5
			Ch.	

	Print Name	Address	Signature	Date
2093.	Inde Juillions	- 11 1	1/1/3/	8-9-1
2094.	Payer Rudbert		Herel	8-9-1
	aymend Redbas		Buil	9-9-
2096.	Tremon Ridher		fremel	8-9-15
2097.	A Shaun Ducham		All I	P. P. IJ
2098.	Jan J. A.		Å	8-91
2099.	Water DX		31D Och	8-9.15
2100	Grasion Moden		SubAR	8.9.11
	ava es Traje		2/2	8/9/1
2102.	Ra lada Ross		AST P	9/9/1
2103.	Ruby Gray		Kupy Char	0/9/19
2104.	Orama Smith		D GMA	8/9/13
2105.	Dai Gus Diven		( Day Pa	8/9/1
2106.	Chance Graha		ng Joseph	8/9/1
2107.	Erica Costro		Su Cost	8/9/
2108.	Betty Spen		by for	8991

	Print Name	Address	Signature	Date
2109.	Ashbu Walker	.l s	Alley Cy).	8/9/15
2110.	Biece Walker		1. abellier	9/9/5
2111	Howe Jus		Afonce	9/9//
2112.	Marcus Foster		Mut	9/9/1
2113.	VIVIAN BROWS		10-13	8/9/15
2114.			Soya	1819115
2115.			Kyla Loude	619/15
2116.	Coren Ponder		ly D,	8/9/15
2117.	Victor Hon		1	8/9/15
2118.	DAndry Thompson			21918
2119	Danielle Charles		Cold	8/9/5
2120.	20ma Motos		AD!	RAIS
2121.	Lam Davis		A	8/9/15
2122.	Maya Davis		Mals	8/9/15
2123.	10ANHELL WARRY		malesol	8/9/13
2124	Mike Blackwell		Mile Blanking	\$191.15

	Print Name	Address	Signature	Date
2125.	Uarrie Ropertson		1691	8/9/15
2126.	Stophon Bryand		Agust FAR	8911
2127.	Shamel L.		19	8/9//8
2128.	Tiffany Tayman		Teffany Taymon	8/9/12
2129.	Mewin TAYMA		n	8/9/18
2130.	Lotasha Jours		Lulia	8/9/18
2131.	Keenan Jones		Zhof	x/9/10
2132.	artis 7. Murphy		aris 7. Juney	8/9/18
2133.	Dancel Fox		DIGE	86918
2134.	Ti-Fauck Stroth		Tipo	8/9/13
2135.	Sharaid 2805		Oul	8/9/18
2136.	Bannis Claybor		Dafe	8/9/5
2137.	Felicia Hammon		Seliciato	8/9/15
2138.	Shavon Days		Juhas	8/9/15
2139.	Jeca Dais		Veral De	89/8
2140.	MAM		Mand	8/9/5

	Print Name	Address	Signature	Date
2141.	Oris M. WYATTO		1. De tota	8/9/15
2142.	Anissa Foots		129	8/9/15
2143.	Kharitarke		60	8/9/15
2144.	chad clarke		28 ch	8-9-15
2145.	Vanessa Foods		. Hop	8-9-15
2146.	Joen Song		Say	8-9-15
2147.	Joshua Bondan		Johnstonde	69-15
2148.	KHIA LIVERFAMA		Klij - Willer	89.15
2149.	C. Velled.		Cople a belof	8.9.15
2150.	Sagnifilm		Amphil	3-9.16
2151.	Ahrned Shoais Khan		(1. (Pur)	08-09-15
2152.	(Cluance Vitelel)		J. Michi	8-9-10
2153.	All ayrallischell		A. Mitches	8-09-15
2154.	Mason Jances		Rosesands	8-89-1
2155.	Kenya Adams		An	8-09-15
2156.	Mario Watsa		Menelly	8,9.11

	Print Name	Address	Signature	Date
2157.	Exictones		Erin Jone	8/9/5
2158.	Ruhy Mare		Luly May	8/9/15
2159.	Sures Monorse		Jan	2/9/1
2160.	Disk Day		Ž-	8/9/10
2161.	Jam Hel was		July.	8/9/18
2162.	Aline Kale Hr.		Sor Roll Any	1819/18
2163.	Edward Scrusss		E Durch Derry	899/5
2164.	michille agang!		nehe	8/9/13
2165.	Elony Quetin		B	8/9/15
2166	Dememur Doniele		D-7-	8/9/15
2167	Marenie Tropus		Maryles	8/015
2168	Aja Gant		13/19	8/9/13
2169	Karla Hawkine		X84	8/9/15
2170	PARRIS DunBAR		P. de	8/9/1
2171	Ly Aroza JACOBS		2 Mucos	8/9/15
2172	BliAn JACOLS		B. Paras	8/9/15

	Print Name	Address	Signature	Date
2173.	Shannel Williams		Shannel Villiam	8/9/15
2174.	Kivs Ston		K.A.	8/9/18
2175.	Awin Rico		X	8/9/18
2176.	Frank Cours		Family Cay	8/9/15
2177.	BOGINA GOD.		Regine Spris	Mallz
2178.	Lakeda Turnez		to shelen	8/9/15
2179.	budia Harrod	L _	Suria land	8/918
2180.	Robert Kelly		Robert Hully	8/9/1
2181.	Dollaro Culley		de Mous Co	8-9.18
2182.	Rahman Turner		Lahgran Twne	-8/9/15
2183.	Myasurk		My	8/9/15
2184.	Condis 19/1		land for	8/9/15
2185	Sherpe Cenis		2	819/15
2186.	Maurie SHELTON		1 hi Shot	8/9/18
2187	Jamiko THOMAS	. =		8/9/08
2188,	SAdia Webber	1		8/9/18

	Print Name	Address	Signature	Date
2189.	Richaard		A. Miles	8/9/15
2190.	Runzel		5 R. Mirkens	8191
2191.	BOCKER MSALL		Se unsc	8/9/1
2192.	Ashley Charles		Ashly Mass	8/9/13
2193.	NIVICE Floriers		·	89/18
2194.	Donnel Berel			8/9/
2195.	Ahn Olly		Thu	£191
2196.	B.B. 2		Am	2/9/9
2197.	Brandii Prae		her	8/9/15
2198.	Tyrone Sohnson			8/9/15
2199.	Kly Lee		E. woc of	8/9/15
2200.	NARETHAN BROWN		FNE NoulB	8/9//
2201.	Nikki Brooks		Brook	8/9/19
2202.	Nicky Congres		A. Conges	8/9/15
2203.	Teranda Cole		Delale	8/9/15
2204.	Jessicalastinka		MAR	8/9/19

	Print Name	Address	Signature	Date
2205.	Danielle Jordan		XI/	9/8//
2206.	NOC CANDOL		Hosel Redder	90//2
2207.	Chescus Rumoch			9/8/15
2208.	Michelle Littlegohn		Michelle Lither	9/8/15
2209.	Him Boozer		Minz.	9.8.15
2210.	Janasee Estep		1	9/8/15
2211.	Earl Baskerolle		Enthalle	9-8-15
2212.	Sharde Foster		Murtun	9/2/15
2213.	Sharon Foster		In	ag/s
2214.	TAMIKA			8/9/15
2215.	Kevin Sheffor		yin S.	8/9/15
2216.	LeRoy Pots		Claytot	8/9/15
2217.	Chamira Casyota		Charles C	819115
2218.	Vantana Casilobe		Sartam C	8/9/15
2219.	Octaviakobiusa		Petauskoll	8/9/1
2220.	Caplissa MV		TIME S	8/0/0
221.5	ZadnosNo	Schear	SHO	adobry

	Print Name	Address	Signature	Date
2237.	Jonya Horsley		Jun Ho Sus	8-9-15
2238.	De borah Washing		The Wastery	8-9-15
2239.	Jaquan Wishington		Vaguar wish	8-9-15
2240.	Dean washington		Mean Washin	18-9-15
2241.	Maccelwash		Maxcel Wash	8-9-15
2242.	Ashely Cobbs		Askley Cold	8-9-15
2243.	Lamanda Jones		Lamondasper	8-9-05
2244.	ayona Lucus.		Ayrona Lucus	8-9-15
2245.	Marjorke Wyshing		Manarii Wishi	8/9/15
2246.	Beelma Smith		Berlina Washus	1 =
2247.	Rosie Washnest		Rosie Wym	11.1
2248.	Paris wushingto		Paris Washing	Jul 9/15
2249.	Key Shayna wash		Rey Shave wo	8/9/15
2250.	hamethia walto		Lamet he Wul	/40/1/15
2251.	Berajad Alston		Heraldo alb	fa 8/9/15
2252.	Evacen Dun las		Eval Dulay	8-9-15

	Print Name	Address	Signature	Date
2285.	LAREINA MARSHALL		bull full	8/9/15
2286.	TAMMY Anumera		Khay Ang	3/9/18
2287.	BRANDON ANAMESE		· Parison An	8/9/15
2288.	MYRON WAShires		Myson Wise	8/9/13
2289.	AdvianHolms		he la	8/9/18
2290.	Anthony Bell		Juster Da	3/9/15
2291.	John Panned		1	89/15
2292.	Kendrid Ckely		Hurry Dr	8915
2293.	Lamor Hughes		Family	8/9/15
2294.	Got eta Johnson		Golfeto Johnson	-8/9/15
2295.	Thannel Gener =		74 Dane	8/9/15
2296.	Teis ahnn Miles		T. In iles	8/9/15
2297.	Dangeria Daniel		Demiels	8/9/1
2298.	Justin Osborne		Down	8/9/15
2299.	Ishmaisa Agner		Kine	8/9/15
2300.	Mojor Ray		MRoy	8/9/5

## EXHIBIT Z

### Case 1:15-cv-01198-CKK Document 18-27 Filed 08/12/15 Page 2 of 4

From: Lasken, Jonathan H.

Sent: Wednesday, August 05, 2015 6:08 PM
To: 'michael.mcnamara@pillsburylaw.com'

Cc: Taylor, Wendell

Subject: Text of Proposed Injunction

Attachments: Proposed Order Granting Preliminary Injunction\_56864361\_1.docx

#### Michael,

Wendell asked me to send you the attached document. The document contains the text of the proposed injunction. It omits our proposed findings of fact and conclusions of law.

Best, Jonathan



Jonathan Lasken Associate jlasken@hunton.com p 202.955.1983 bio | vCard

Hunton & Williams LLP 2200 Pennsylvania Avenue, NW Washington, DC 20037 hunton.com

#### Circular 230 Disclosure:

To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent) wi hout our express written consent.

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not he intended recipient, please advise by return email immediately and then delete this message and all copies and backups thereof.

## IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

THE WHARF, INC. t/a THE WHARF,	) )
BRW, INC. t/a CAPTAIN WHITE SEAFOOD CITY,	) ) )
and	)
SALT WATER SEAFOOD, INC. t/a SALTWATER	) ) )
Plaintiffs,	)
v.	) ) Case No: 1:15-cv-01198-CKK
THE DISTRICT OF COLUMBIA,	)
HOFFMAN-MADISON WATERFRONT, LLC,	) ) )
and	)
THE WHARF HORIZONTAL REIT LEASEHOLDER, LLC,	) ) )
Defendants.	, )

## [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

Defendants Hoffman-Madison Waterfront, LLC and the Wharf Horizontal REIT Leaseholder, LLC, are ORDERED to CEASE and DESIST from any further violations of the lease agreement including:

1. Entering the Plaintiffs' leased property, including the Common Area, as defined by their leases, to locate any temporary or permanent structures or to conduct construction activities of any kind without the express, written consent of a majority of the Tenant Committee and in advance of completing the improvements required in the lease agreements;

- 2. further blocking, altering, or eliminating any entrances to or exits from Plaintiffs' leased property including the Common Area, as defined in the relevant leases;
- creating or enforcing any regulations or exercising control over any portion of the Municipal Fish Market parking lot; and
- 4. any further action that interferes with Plaintiffs rights to quiet enjoyment of the property under the lease agreements including:
  - a. Any attempt to move forward with evictions of Plaintiffs for any of the reasons stated in the two June 25, 2015 eviction letters sent to Plaintiffs by Defendants; and
  - b. blocking, altering, eliminating, or making use of the parking spaces located at the Municipal Fish Market parking lot for construction vehicles or construction employee parking.

This injunction shall remain in effect until the Cour	t reaches a final decision in this action.
Dated:	
	United States District Court Judge

# EXHIBIT AA

From: McNamara, Michael S. [mailto:michael.mcnamara@pillsburylaw.com]

Sent: Thursday, August 06, 2015 1:52 PM

**To:** Lasken, Jonathan H. **Cc:** Taylor, Wendell

Subject: Re: Text of Proposed Injunction

Jonathan and Wendell,

My clients do not agree to your proposed injunction.

Regards,

Michael McNamara

On Aug 5, 2015, at 6:08 PM, Lasken, Jonathan H. <JLasken@hunton.com> wrote:

Michael,

Wendell asked me to send you the attached document. The document contains the text of the proposed injunction. It omits our proposed findings of fact and conclusions of law.

Best, Jonathan

<image001.jpg>

Jonathan Lasken

Associate jlasken@hunton.com p 202.955.1983 bio | vCard

Hunton & Williams LLP 2200 Pennsylvania Avenue, NW Washington, DC 20037 hunton.com

Circular 230 Disclosure:

To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein. This advice may not be forwarded (other than within the taxpayer to which it has been sent)

1

#### Case 1:15-cv-01198-CKK Document 18-28 Filed 08/12/15 Page 3 of 3

wi hout our express written consent.

This communication is confidential and is intended to be privileged pursuant to applicable law. If the reader of this message is not he intended recipient, please advise by return email immediately and then delete this message and all copies and backups thereof.

### <Proposed Order Granting Preliminary Injunction\_56864361\_1.docx>

The contents of this message, together with any attachments, are intended only for the use of the individual or entity to which they are addressed and may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender or the Pillsbury Winthrop Shaw Pittman Help Desk at Tel: 800-477-0770, Option 1, immediately by telephone or by return E-mail and delete this message, along with any attachments, from your computer. Thank you.

# EXHIBIT BB

## IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

THE WHARF, INC. t/a THE WHARF,	) )
BRW, INC. t/a CAPTAIN WHITE SEAFOOD CITY,	) ) )
and	)
SALT WATER SEAFOOD, INC. t/a SALTWATER	) ) )
Plaintiffs,	)
v.	) ) Case No: 1:15-cv-01198-CKK
THE DISTRICT OF COLUMBIA,	)
HOFFMAN-MADISON WATERFRONT, LLC,	) ) )
and	)
THE WHARF HORIZONTAL REIT LEASEHOLDER, LLC,	) ) )
Defendants.	, )

### [PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION

After careful consideration of Plaintiffs' Motion for Preliminary Injunction, all responses and replies thereto, and any other evidence or briefing properly before the Court, the Court finds the following facts and conclusions of law:

1. "A plaintiff seeking a preliminary injunction must establish [1] that he is likely to succeed on the merits, [2] that he is likely to suffer irreparable harm in the absence of preliminary relief, [3] that the balance of equities tips in his favor, and [4] that an injunction is in

the public interest." <u>Aamer v. Obama</u>, 742 F.3d 1023, 1038 (D.C. Cir. 2014) (internal quotations omitted).

- 2. Plaintiffs seek to enjoin the Developer Defendants from engaging in further breaches of their lease agreements. In order to establish a breach of contract claims, Plaintiffs will ultimately need to show "(1) a valid contract between the parties; (2) an obligation or duty arising out of the contract; (3) a breach of that duty; and (4) damages caused by breach." <u>Tsintolas Realty Co. v. Mendez</u>, 984 A.2d 181, 187 (D.C. 2009). In addition, to be entitled to specific performance, Plaintiffs must also show that "the legal remedy, usually money damages, is . . . either inadequate or impracticable." <u>Stanford Hotels Corp. v. Potomac Creek Assocs., L.P.</u>, 18 A.3d 725, 739 (D.C. 2011) (internal quotations omitted).
- 3. Plaintiffs have established that they are likely to succeed on the merits of their breach of contract claims because they are likely to be able to prove each element of a breach of contract claim.
  - a. First, to show that their contracts are valid, Plaintiffs must demonstrate that the parties (1) agree as to all material terms, (2) intend to be bound by the terms of the contract, and (3) provide a mutuality of obligations. Eastbanc, Inc. v. Georgetown Park Assocs. II L.P., 940 A.2d 996 (D.C. 2008). Plaintiffs are likely to be able to meet the first element because the contracts evince agreement to a wide variety of material terms including price, payment terms, subject matter, and duration. Prelim. Inj. Mem. ("PIM") Exs. E; F; G. Plaintiffs are likely to be able to meet the second element because all relevant parties have signed the relevant documents, PIM Exs. E at 25; F at 22-23; G at Assignment 4-5, Lease 23, and a signature is evidence of intent to be bound, Davis v. Winfield, 664 A.2d 836, 838 (D.C. 1995). Plaintiffs are likely to be able to meet third element because the leases contain

numerous promises that were exchanged by the relevant parties including promises to pay rent, promises to permit the tenants to occupy the property, promises to maintain insurance, and promises to permit the tenants to quietly enjoy the property. <u>E.g.</u>, PIM Exs. E at § 29, F at § 29, G at § 29.

- b. Second, Plaintiffs are likely to be able to demonstrate that Developer Defendants had duties arising out of the contract. The relevant duties are stated on the face of the contracts and obligate the Developer Defendants to permit Plaintiffs to "quietly enjoy" the property, to allow Plaintiffs and other tenants to regulate the parking for the property, and not to engage in construction on the property before certain conditions precedent were met. PIM Exs. E at §§ 9.A, 9.B, 29; F at §§ 9.A, 9.B, 29; G at §§ 9.A, 9.B, 29.
- c. Third, Plaintiffs are likely to be able to demonstrate that Developer Defendants breached these duties. Plaintiffs have provided evidence that the Developer Defendants engaged on construction in the Common Area without meeting the conditions precedent. E.g., PIM Exs. A at ¶¶ 31, 33; M at ¶¶ 8-10. Plaintiffs have provided evidence that the Developer Defendants encroached on the right of the Tenant Committee to regulate parking. E.g., PIM Ex. A at ¶¶ 31, 38. Plaintiffs have also provided evidence that the Developer Defendants have violated their right to "quietly enjoy" the property, including by taking actions to wrongfully evict Plaintiffs. E.g., PIM Exs. A at ¶¶ 20, 33, 35-43; M at ¶¶ 8-10.
- d. Fourth, Plaintiffs are likely to be able to demonstrate damage to their business based upon the breaches. Plaintiffs have provided evidence that customers frequent their stores less, PIM Exs. U at ¶¶ 3-5; V at ¶¶ 3-7, and their ability to stock their stores has been impeded, PIM Exs. W, X.

- e. Fifth, Plaintiffs are likely to be able to demonstrate a right to an equitable remedy. The contracts at issue involve land and "[w]hen land is the subject matter of the agreement, the legal remedy is assumed to be inadequate, since each parcel of land is unique." Independence Mgmt. Co. v. Anderson & Summers, LLC, 874 A.2d 862, 870 (D.C. 2005) (quoting Flack v. Laster, 417 A.2d 393, 400 (D.C. 1980)) (emphasis added). Moreover, over their forty plus year tenure at the property, Plaintiffs have made substantial investments in their businesses' goodwill which are tied to their current location. These investments cannot be adequately remedied through money damages.
- 4. "To establish irreparable harm, a plaintiff must show that its injury is 'great, actual, and imminent." <u>Jack's Canoes & Kayaks, LLC v. Nat'l Park Serv.</u>, 933 F. Supp. 2d 58, 80 (D.D.C. 2013). Plaintiffs have established irreparable harm in two ways.
  - a. First, the past encroachment and planned future encroachments onto the Common Areas have given rise to and will give rise to further "substantial business loss[es]," <u>Doran v. Salem Inn, Inc.</u>, 422 U.S. 922, 923 (1975) that "threaten the very existence of [Plaintiffs'] business[es]," <u>Lee v. Christian Coal. of Am., Inc.</u>, 160 F. Supp. 2d 14, 31 (D.D.C. 2001) (citing <u>Wisconsin Gas Co. v. F.E.R.C.</u>, 758 F.2d 669, 674 (D.C. Cir. 1985)). Plaintiffs have established this harm through declarations, both by themselves and by their customers, and through letters from their vendors. PIM Exs. A at ¶¶ 44-46; U at ¶¶ 3-5; V a ¶¶ 3-7; W; X.
  - b. Second, the threatened wrongful eviction of Plaintiffs "as a matter of law, constitutes irreparable injury." Brown v. Artery Org., Inc., 691 F. Supp. 1459, 1461 (D.D.C. 1987) (citing Johnson v. USDA, 734 F.2d 774, 789 (11th Cir. 1984)) (emphasis added); see also Edwards v. Habib, 366 F.2d 628, 630 (D.C. Cir. 1965) (Skelly Wright, J., Concurring) ("Certainly being evicted into the street is irreparable damage.").

- 5. Plaintiffs have established that the balance of equities tips in their favor. If the injunction does not issue, Plaintiffs are threatened with eviction and the closure of their businesses. PIM Ex. A at ¶¶ 44-46. By contrast, if the injunction does issue, the Developer Defendants will suffer only a short delay to a small portion of their multi-year, 27-acre Redevelopment Project. Indeed, in cases where an eviction is threatened, courts routinely find this element satisfied. See, e.g., Akassy v. William Penn Apartments Ltd. P'ship, 891 A.2d 291, 310 (D.C. 2006); Kelly v. Public Utility Dist. No. 2, 2012 WL 1068079, at \*4 (E.D. Wash. Mar. 29, 2012).
- 6. Plaintiffs have established that the public's interest is served by the requested injunction for two reasons. First, "the public interest is served by keeping people in their homes and keeping businesses in operation," Kelly, 2012 WL 1068079, at \*4; Versacold USA, 2009 WL 3617544, at \*5 (D. Minn. Oct. 29, 2009), and Plaintiffs have shown their business will likely close absent the injunction, PIM Ex. A at ¶¶ 44-47. In addition, over 2,200 members of the public have signed a petition supporting Plaintiffs' continued operation of their businesses. PIM Ex. Y. Second, "the public interest is served by . . . enforcing valid contractual provisions, to which parties have voluntarily entered," Merrill Lynch, Pierce, Fenner & Smith Inc. v. Wertz, 298 F. Supp. 2d 27, 34-35 (D.D.C. 2002), and Plaintiffs have shown that the contracts they entered into are likely valid, see supra ¶ 3.

Accordingly, Plaintiffs' Motion for a Preliminary Injunction is GRANTED. Defendants Hoffman-Madison Waterfront, LLC and the Wharf Horizontal REIT Leaseholder, LLC, are ORDERED to CEASE and DESIST from any further violations of the lease agreement including:

1. Entering the Plaintiffs' leased property, including the Common Area, as defined by their leases, to locate any temporary or permanent structures or to conduct construction activities of

any kind without the express, written consent of a majority of the Tenant Committee and in

advance of completing the improvements required in the lease agreements;

2. further blocking, altering, or eliminating any entrances to or exits from Plaintiffs' leased

property including the Common Area, as defined in the relevant leases;

3. creating or enforcing any regulations or exercising control over any portion of the

Municipal Fish Market parking lot; and

4. any further action that interferes with Plaintiffs rights to quiet enjoyment of the property

under the lease agreements including:

a. Any attempt to move forward with evictions of Plaintiffs for any of the reasons

stated in the two June 25, 2015 eviction letters sent to Plaintiffs by Defendants; and

b. blocking, altering, eliminating, or making use of the parking spaces located at the

Municipal Fish Market parking lot for construction vehicles or construction employee

parking.

In addition, the state court proceedings in matters Wharf Horizontal REIT Leasehold, LLC c/o

PN Hoffman v. W.D. Inc., 2015 LTB 018958 (filed Aug. 6, 2015) and Wharf Horizontal REIT

Leasehold, LLC c/o PN Hoffman v. The Wharf. Inc., 2015 LTB 018957 (filed Aug. 6, 2015) are

STAYED. These matters were filed in order to impair this Court's ability to decide this matter

and, accordingly, this stay is required in aid of this Court's jurisdiction.

This injunction shall remain in effect until the Court reaches a final decision in this

action. SO ORDERED,

Dated:	
	United States District Court Judge
	Judge Colleen Kollar-Kotelly