

LAW OFFICES

GRIFFIN, MURPHY, MOLDENHAUER & WIGGINS, LLP

MARK G. GRIFFIN (DC, MD)
BRIAN P. MURPHY (DC, MD)
ASHLEY E. WIGGINS (DC, MD)
MERIDITH H. MOLDENHAUER (DC, MD)
SAMANTHA MAZO (DC, MD)
Y. AJOKI AGBOOLA (MD, DC*)
MENELIK P. COATES (MD, DC*)
W. LAWRENCE FERRIS (MD, DC*)

*PENDING

DIRECT EMAIL: MMOLDENHAUER@WASHLAW.COM
PHONE: (202) 530-1482

May 18, 2016

VIA IZIS

Mr. Anthony Hood, Chairperson
Zoning Commission for the District of Columbia
441 4th Street NW Suite 210S
Washington, DC 20001

Re: Z.C. Case No. 15-19 – Application of 411 New York Avenue Holdings, LLC to the D.C. Zoning Commission for a Consolidated Planned Unit Development and Related Map Amendment (the “Application”) for 411 New York Avenue, NE (Lot 800, Square 3594):

Submission of Settlement Agreement

Dear Chairperson Hood and the Members of the Commission:

This firm represents 411 New York Avenue Holdings, LLC, the Applicant in Zoning Commission Case No. 15-19 (the “Applicant”). Pursuant to the Zoning Commission’s approval of the Applicant’s motion to reopen the record, enclosed please find a copy of the settlement agreement entered into on May 5, 2016 by the Applicant, the 411 Artists Union and the individual artist tenants of 411 New York Avenue undersigned to the agreement. The enclosed copy of the settlement agreement has been minimally redacted to remove tenant-specific, rental rate information.

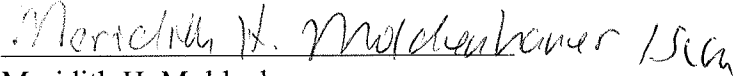
The 411 Artists Union formally rescinded its status as a party in opposition to this proceeding in a May 12, 2016 email from their representative to the Zoning Commission. A copy

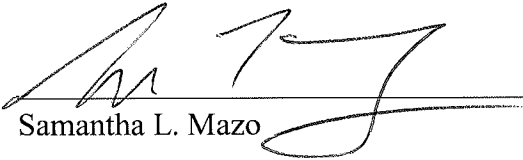
of that transmission is included in the record at Z.C. Exhibit No. 310. Further, in that transmission, the group's representative states that a copy of the settlement agreement "may be conveyed to the record by the applicant."

With the enclosed information, we understand that the record is complete. The Applicant will file Findings of Facts and Conclusions of Law by May 31.

Sincerely,

GRIFFIN, MURPHY,
MOLDENHAUER & WIGGINS, LLP


Meredith H. Moldenhauer


Samantha L. Mazo

Enclosure

Certificate of Service

I certify that on May 18, 2016, I delivered a copy of the foregoing submission via email to the addresses listed below.

Meridith H. Moldenhauer / SCM

Meridith H. Moldenhauer

Megan Rappolt
District of Columbia Office of Planning
1100 4th Street, SW Suite 650E
Washington, DC 20024

Anna Chamberlin
Jonathan Rogers
Policy and Planning
District Department of Transportation
33 M Street, SE 5th Floor
Washington, DC 20009

Advisory Neighborhood Commission 5D
1807 L Street, NE
Washington, DC 20002

ANC Commissioner Peta-Gay Lewis
1868 Corcoran Street, NE
Washington, DC 20002

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement" or the "Settlement Agreement") is made by and among 411 New York Avenue Holdings, LLC (the "Owner") and 411 Artist Union and the undersigned individual tenants of the Property (as defined below) that have executed and delivered this Agreement (collectively, the "Artists") (Owner and the Artists are collectively referred to as the "Parties") and shall be effective as of the date that this Agreement is executed by all of the Parties.

WITNESSETH:

WHEREAS, on or about August 10, 2015 Owner, as applicant, filed an application for a consolidated review and approval of a Planned Unit Development and a corresponding amendment to the Zoning Map of the District of Columbia with the Zoning Commission ("ZC") more specifically known as ZC Case Number 15-19 ("PUD"). The project site is located on Lot 800 in Square 3594 (the "Property"); and

WHEREAS, the Owner proposes the development of an 11 story hotel with substantial areas dedicated to an art gallery, outdoor sculpture terrace, studio spaces, and classroom spaces. The hotel will have up to 178 guest rooms, art studios and classrooms, a ground floor restaurant, a combined restaurant/gallery space on the 11th floor, as well as a roof terrace and roof lounge with a bar and a pool. The plans, elevations, and drawings of the proposed PUD project are part of the PUD record; and

WHEREAS, on or about January 15, 2016, the Artists filed a party status request with the ZC in opposition to the Application (the "Party Status Request") and on February 1, 2016 Chris Otten filed representation of the Artists in connection with the Party Status Request; and

WHEREAS, the Property is currently occupied with commercial and non-residential tenants, as more specifically listed in PUD filing Exhibit 188C; the list enumerates 17 rental units and corresponding lessees (the "Main Lessees"). The Main Lessees that shall have executed and delivered this Agreement are hereinafter called the "Main Lessee Parties; and

WHEREAS, the Artists cited as their primary point of opposition displacement and need for relocation assistance in finding new artist space; and

WHEREAS, the Parties desire to enter into this Agreement, hereby resolving the concerns asserted by the Artists in the Party Status Request as follows:

1. **Incorporation of Recitals.** The Parties acknowledge the Recitals set forth above, which are adopted by reference and incorporated in their entirety as if set forth fully below.
2. **Consideration & Relocation Package.** The Owner has agreed to make the following payments, rebates, and extensions in exchange for the execution, withdrawal of Party Status in the PUD and Project Approvals (as defined below) ("Consideration"). The below terms shall be deemed full and complete consideration for the execution of this Settlement Agreement by the Artists.
 - a. **Extension of Move Out Deadline.** The Owner provided written notice to all Artists and tenants of an initial June 1, 2016 move out date. Pursuant to this Settlement Agreement, all Artists (including without limitation their subtenants) may continue to occupy the spaces they currently occupy in the Property ("Lease Premises") until April

PORTIONS
REDACTED

1, 2017 (“Required Move Out Date”). All Artists shall voluntarily vacate and surrender their respective Lease Premises no later than 5pm on the Required Move Out Date.

- b. **Rental Freeze.** All current rental rates for Lease Premises that exceed per square foot (based on the number of square feet set forth in the chart attached as Schedule A) shall be frozen at such current rental rates through the Required Move Out Date. All current rental rates for Lease Premises that are less than per square feet (based on the number of square feet set forth in the chart attached as Schedule A) shall be increased to per square foot commencing May 1, 2016 and thereafter frozen through the Required Move Out Date. Landlord and each Artist agree that, from and after the date of this Agreement, such Artist’s rent shall be payable on the number of square feet for its Lease Premises set forth in the chart attached as Schedule A.
- c. **Utilities.** The Main Lessee Parties shall pay utilities to Owner for their respective Lease Premises from the effective date of this Settlement Agreement until the earlier of (a) the Required Move Out Date, and (b) the date upon which they deliver vacant possession of their respective Lease Premises to the Owner (such earlier date, the “Actual Move Out Date”).
- d. **Moving Assistance.** Owner shall pay to each Main Lessee Party relocation assistance in the amount of \$2.00 per square foot of the Lease Premises of such Main Lessee Party (the “Relocation Assistance”), not exceeding 22,000 square feet in total. One-third (1/3) of the Relocation Assistance will be paid to a Main Lessee Party at least thirty (30) days prior to the Actual Move Out Date of such Main Lessee Party. The remaining two-thirds (2/3) of the Relocation Assistance will be made to such Main Lessee Party on his or her Actual Move Out Date. Each Main Lessee Party shall notify Owner of its Actual Move Out Date (if not the Required Move Out Date) in advance of the initial payment date. The Main Lessee Parties are responsible for allocating a proportionate share of the Relocation Assistance to their subtenants.
- e. **Relocation Opportunities.** The Owner will make reasonable good faith efforts to work with the Artists to identify alternate locations through CulturalDC, engaging a commercial broker, and utilizing Owner’s professional networks. These reasonable good faith efforts will include attempting to locate suitable individual and group spaces. Artists will be required to assemble a committee to lead the relocation efforts, and inform Owner of committee members within 30 days after the effective date of this Agreement. The Owner will make reasonable good faith efforts to act as a resource to the tenant-led initiative.
- f. **Relocation Build Out Assistance.** The Owner will assist with new location build out by managing construction at no cost to the Artists. The Owner will make reasonable good faith efforts to work with the Artists to find donated services and materials from local providers. The Owner will make reasonable good faith efforts to be a resource to the Artists.
- g. **Grant Assistance.** The Owner will contribute to the cost of a private educational seminar for any Artist interested in applying for grants, through Elevate, a local grant research and writing firm and will cause CulturalDC also to use reasonable good faith efforts to assist with identifying and submitting grants.

- h. Support.** The Owner shall (i) support the Artists in their efforts to secure support and engagement with DC city officials and other real estate developers and show good faith in the benefit the Artists provide as a whole to the community and the District of Columbia, (ii) affirmatively support and promote, and not disparage, the Artist Union or any of the Artists in dealing with relocation opportunities and the owners of such opportunities and their representatives, and (iii) make reasonable efforts to assist Artists in obtaining grants and supporting the artist's community before the District of Columbia Mayor, city agencies and DC City Council. The Artists will not publicly disparage the developer or the project in a way that would negatively affect Project Approvals.
- i. Art Hotel Representative.** At the option of the Artists, to be exercised no later than July 1, 2016, a representative, elected by the Artists, will be placed on the board of directors for the arts program, as defined and provided for in the PUD, and will participate in the programming.

3. **Rescission of the Party Status Request.** Artists agree not to oppose PUD Application ZC 15-19 and to file a formal rescission of the Party Status Request with the ZC no later than five (5) business days after execution and delivery of this Agreement by all of the Parties and any separate but associated agreements by the parties thereto.

4. **No Opposition.** In order to complete the PUD project the Owner will require several approvals from various District of Columbia and Federal agencies, administrative bodies and elected bodies ("Project Approvals"). Project Approvals shall include but not be limited to (1) approval and review by the Office of Planning, Department of Consumer and Regulatory Affairs, and other agencies, of building permits and other permission necessary to complete and operate the Project; (2) approval of the Project by the Advisory Neighborhood Commission, and the Zoning Commission ("ZC"); and (3) any other approvals or permits requested by Owner for alley closure, construction, development, and operation of the Project. The Artists will not sue, challenge, contest, appeal, testify (except to the extent required to do so by law), or file any documentation in opposition, whether administratively, judicially or in executive proceedings, in each case, in connection with any of the Project Approvals. Nothing in the foregoing shall restrict any of the Artists from enforcing any or all of their rights, or the Owner's obligations, under this Agreement or in connection with their leases or occupancy of their Lease Premises (excluding any right to claim that the Consideration is not in full satisfaction of the relocation payment required by the DC alley closing statute (DC Code, § 9-202.09)).

5. **Eligibility.** The eligibility of a Main Lessee Party for the Consideration described in Section 2 shall be contingent upon such Main Lessee Party being current on its rental and utility reimbursement obligations to the Owner that accrue on or after the date of this Agreement. Nothing contained herein shall authorize the Main Lessee Parties to be delinquent in rent or utilities and shall not authorize setoff. This Agreement will continue to apply to all Artists regardless of whether they vacate their Lease Premises on the Required Move-Out Date or prior to the Required Move-Out Date.

6. **Authority & Voluntary Consent.** This Settlement Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. Each of the Parties acknowledges that it, he or she: (a) has read this Settlement Agreement; (b) understands the terms and consequences of this Settlement Agreement and of the Agreements it contains; and (c) is aware of the legal and binding effect of this Settlement Agreement. The Owner further acknowledges that it has been represented in the preparation, negotiation, and execution of this Settlement Agreement by legal counsel. The Artists further acknowledges that the Artist Union (but not the Artists individually) has

been represented in the preparation, negotiation, and execution of this Settlement Agreement by legal counsel.

7. General Terms.

- a. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of this Agreement and this Agreement shall be construed as if such invalid or unenforceable provision were omitted. Both Owner and Artist Union having participated actively in the negotiation in this Agreement, the terms of this Agreement shall not be construed against, or more favorably toward, any Party, regardless of their responsibility for its preparation
- b. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior agreements and understandings relating to such subject matter.
- c. **Amendment – Waiver.** No modification of this Agreement shall be valid unless such modification is in writing and signed by all of the Parties to this Agreement. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the Party against whom it is charged.
- d. **Warranty of Authority.** Each person executing this Settlement Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the Party for which he or she is acting and that said Party will thereby be fully bound by the terms of this Agreement.
- e. **No Admission.** This settlement is a compromise of disputed claims and is not intended to be, and is not, an admission of liability or fault by any Party.
- f. **Covenant of Further Assurances.** Each Party agrees from time to time and at any time hereafter, to take such actions, and to execute such documents, as may be reasonably required or appropriate to carry out the terms of this Agreement. All such further actions and documents will be taken or delivered at no additional consideration other than reimbursement of any expenses reasonably incurred by the Party providing such further documents or performing such further acts, by the Party at whose request such documents were delivered or acts performed.
- g. **Survival.** It is the Parties' express intention that all terms, conditions, covenants, and obligations set forth herein shall survive the delivery of the Consideration. The terms of this Agreement shall conclude and terminate upon the issuance of the certificate of occupancy for the PUD project.
- h. **No Assignment.** This Agreement shall not be assigned in whole or in part by any Party without the consent of the other Parties.
- i. **Non-Party Main Lessees.** Any Main Lessee that has not executed and delivered this Agreement, even if named in a signature block, is not a Party to this Agreement and shall not be subject to or entitled to any of the benefits or burdens of this Agreement unless and until such Main Lessee shall execute and deliver this Agreement, at which time it shall automatically be deemed a Main Lessee Party and subject to and entitled to the benefits and burdens of this Agreement.
- j. **New Leases.** The terms of Section 2 of this Agreement will be incorporated into leases, in the form attached as Exhibit A (with any changes that are mutually agreed between Owner and a Main Lessee Party), between Owner and the Main Lessee Parties. Owner and a Main Lessee Party will execute such lease within ten (10)

business days after the later of (i) the date of this Agreement, and (ii) the date Owner delivers a completed lease in such form to such Main Lessee Party.


8. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns, attorneys, executors, and administrators.
9. **Governing Law; Litigation.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, exclusive of reference to its rules and principles of conflicts of law. The Parties hereby irrevocably waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in said District. In the event that litigation results from or arises out of this Agreement or the performance thereof, the non-prevailing party hereby agrees to reimburse the prevailing party's reasonable attorneys' fees, court costs, and other out-of-pocket expenses of litigation, whether or not taxable by the court as costs.
10. **Construction.** This Agreement shall be construed without regard to any presumption or any other rule requiring construction against the Party who caused it to have been drafted. For purposes of interpreting this Agreement, the singular shall include the plural and vice versa.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument. Documents obtained via facsimile machines, or electronic mail, PDF, JPG or electric signature, including all signatures therein contained, shall be deemed originals for all purposes hereunder.
12. **Time is of the Essence.** The Parties acknowledge that **TIME IS OF THE ESSENCE** with respect to the time for performance of the terms and provisions of this Agreement.
13. **Nature of Agreement.** This Agreement shall become effective and binding only upon its execution and delivery by the Artists and Owner.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

411 New York Avenue Holdings, LLC

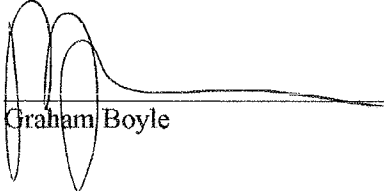
By: _____
Name: _____
Title: _____

411 Artist Union

By: 
Name: MICHELINE KLAGSBRUN
Title: Representative


Desiree Venn Frederic

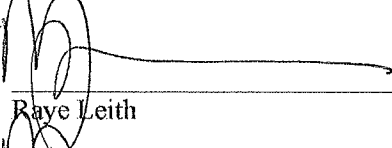
James Mazzaferro


Graham Boyle

PP.

Gary Goldberg

Ellen Zelano


Raye Leith

PP

Micheline Klagsbrun



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.


411 New York Avenue Holdings, LLC

By: _____
Name: _____
Title: _____

411 Artist Union

By: _____
Name: _____
Title: _____

Desiree Venn Frederic

 4/29/2016

James Mazzaferro

Graham Boyle

Gary Goldberg

Ellen Zelano

Raye Leith

Micheline Klagsbrun

Luke Stewart

Michelle Montalbano

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

411 New York Avenue Holdings, LLC

By: _____
Name: _____
Title: _____

411 Artist Union

By: _____
Name: _____
Title: _____

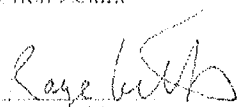
Desiree Venn Frederic

James Mazzaferro

Graham Boyle

Gary Goldberg

Ellen Zelano


Rave Veith

Micheline Klagsbrun

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411 New York Avenue Holdings, LLC

By: _____
Name: _____
Title: _____

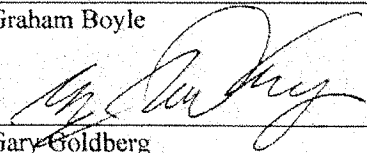
411 Artist Union

By: _____
Name: _____
Title: _____

Desiree Venn Frederic

James Mazzaferro

Graham Boyle



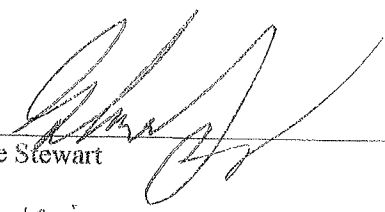
Gary Goldberg

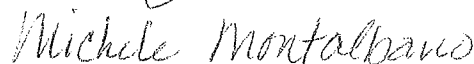
Ellen Zelano

Raye Leith

Micheline Klagsbrun

TP


Luke Stewart



Michelle Montalbano



Julia S. Bloom



Susan Hostetter



Richard Howard

...WHEREOF, the Parties hereto have executed this Agreement on the date
indicated below.

411 New York Avenue Holdings, LLC

By: _____
Name: _____
Title: _____

411 Artist Union


By: _____
Name: _____
Title: _____

Desiree Venn Frederic

James Mazzaferro

Graham Boyle

Gary Goldberg



Ellen Zelano

Raye Leith

Micheline Klagsbrun


Luke Stewart

Michelle Montalbano

Julia S. Bloom

Susan Hofstetler

Richard Howard



Barbara Johnson

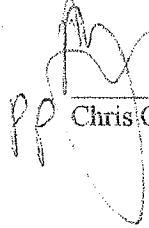
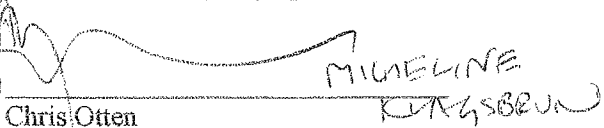
Susan Yanero

Chris Otten hereby agrees:

(a) not to oppose PUD Application ZC 15-19;

(b) not to challenge administratively or judicially any of the Project Approvals (as defined in the Agreement); and

(c) not to cause any third party to challenge the project as described in paragraphs (a) or (b) above.

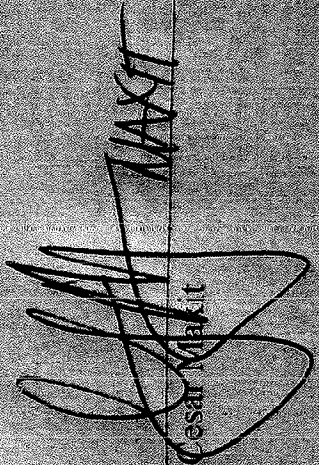
pp  Chris Otten  MICHÉLINE
KIRZSBEIN

Chris Otten, along with Gabriel Jones, Cesar Maxit, and Chris Ridler, hereby agree:

- (a) not to oppose PUD Application ZC 15-19;
- (b) not to challenge administratively or judicially any of the Project Approvals (as defined in the Agreement); and
- (c) not to cause any third party to challenge the project as described in paragraphs (a) or (b) above.


Chris Otten

Gabriel Jones

Chris Ridler

Cesar Maxit

Chris Otten, along with Gabriel Jones, Cesar Maxit, and Chris Riddler, hereby agree:

(a) not to oppose PUD Application ZC 15-19;

(b) not to challenge administratively or judicially any of the Project Approvals (as defined in the Agreement); and

(c) not to cause any third party to challenge the project as described in paragraphs (a) or (b) above.

Chris Otten

Gabriel Jones


Chris Riddler

Cesar Maxit

Julia S. Bloom

Susan Hofstetler

Richard Howard



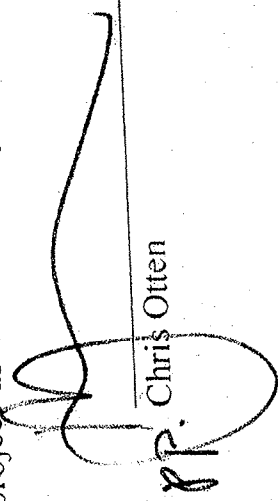
GAZE JONES

Chris Otten hereby agrees:

(a) not to oppose PUD Application ZC 15-19;


(b) not to challenge administratively or judicially any of the Project Approvals (as defined in the Agreement); and

(c) not to cause any third party to challenge the project as described in paragraphs (a) or (b) above.


Chris Otten
MICHELE KLAGSBUM

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

411 New York Avenue Holdings, LLC

By: 
Name: Dennis B. Lee
Title: Managing Member

411 Artist Union

By: _____
Name: _____
Title: _____

Desiree Vann Frederic

James Muzzaferro

Graham Boyle

Gary Lindberg

Ellen Zelano

Raye Leith

Micheline Klagsbrun

Schedule A

Square Footage of Lease Premises

<u>Tenant Name</u>	<u>Unit</u>	<u>SF</u>	<u>\$2/SF Relo Asst</u>
Desiree Veen Frederic	1A	3,500	REDACTED
Gary/Ellen	2A	5,000	
Graham Boyle	2B	1,800	
James Mazzaferro	2C	1,650	
Luke Stewart	3A	4,000	
Julia/Michele/Susan	3B	2,000	
Raye/Micheline	3C	2,800	
Richard Howard	B2	440	
Total			

Exhibit A

Form of Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into as of May __, 2016, by and between 411 NEW YORK AVENUE HOLDINGS, LLC, a [____] limited liability company (hereinafter referred to as "Landlord"), and _____ (hereinafter referred to as "Tenant").

WITNESSETH:

Landlord, for and in consideration of the rents, covenants, and agreements herein contained, on the part of the Tenant to be paid, kept and performed, agrees to and does hereby lease to Tenant, subject to the terms and conditions of this Lease, a portion of the improved real estate located on Lot 0800 in Square 3594, that being Unit [_____] (hereinafter referred to as the "Premises" or the "Leased Premises") of a brick and block commercial building bearing the street address of 411 New York Ave., NE, Washington, DC 20002 (the "Building").

TO HAVE AND TO HOLD the Leased Premises unto Tenant for the term of this Lease as hereinafter set forth.

1. Term of Lease. The term of this Lease shall commence on May 1, 2016 (hereinafter referred to as "Lease Commencement Date") and expire at midnight on April 1, 2017.

2. Termination Right. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right to terminate this Lease at any time by giving not less than thirty (30) days' prior written notice of termination to Landlord.

3. Rent. (a) Tenant hereby covenants and agrees to pay to Landlord, during each year of the initial term of this Lease, commencing on May [6], 2016, and continuing on the first day of each calendar month thereafter the sum of [\$_____] plus (+) utilities, prorated for any partial calendar month during the term of this Lease.

(b) The rent shall be paid in cash or check payable at Leased Premises address.

(c) In the event any installment of rent is not paid, in full, by the tenth (10th) calendar day following the date it is due, Tenant shall pay, in addition to the rent due, a late charge of One Hundred Dollars (\$100.00) for each month that the rent is not paid in a timely manner. Returned check fee of One Hundred Twenty-five Dollars (\$125.00).

4. Insurance. (a) Tenant shall keep in force public liability insurance with respect to

the demised premises in which both Landlord and Tenant shall be named as insured parties, and in which the limits of liability shall be not less than Five Hundred Thousand Dollars (\$500,00.00) bodily injury per person, One Million Dollars (\$1,000,000.00) bodily injury for any one (1) occurrence and Fifty Thousand Dollars (\$50,000.00) for property damage. If not previously provided to Landlord, evidence that such insurance is in force shall be furnished to Landlord at the Lease Commencement Date, and thereafter upon demand by Landlord from time to time.

(b) All insurance required by this section shall be effected with responsible insurance companies qualified to do business in the District of Columbia and selected by the Tenant. Tenant shall cause appropriate provisions to be inserted in each policy pursuant to this Section making the same non-cancelable without at least thirty (30) days prior written notice to Landlord. Tenant shall furnish Landlord with certificates of insurance and maintenance of such insurance policies.

5. Repairs, Maintenance and Alterations. (a) Landlord, at its expense, shall, upon written notice from Tenant of the necessity therefor, make necessary structural repairs to, and maintain in good condition, the roof, foundation and all exterior and interior load bearing walls of the building. Notwithstanding any other provision of this Lease, in no event shall Landlord be responsible for repairing any damage to, or performing any maintenance of the Premises, when any such damage and/or maintenance is caused or necessitated by any act or omission (negligent or otherwise) of Tenant or Tenant's employees, agents, invitee or licensees.

(b) Except for the repairs that Landlord is specifically obligated to make under sub-section (a) of this paragraph, Tenant, at its own expense, shall promptly make all repairs, and perform all maintenance, in and to the Premises that are necessary or desirable in order to keep the Premises in good order and repair and in a safe, dry and tenantable condition. Without limiting the generality of the foregoing, Tenant, at its own expense, is specifically required to make all repairs (i) to the glass windows, plate glass doors and any fixtures and/or appurtenances composed of glass; (ii) to Tenant's sign(s); (iii) to the heating and air conditioning equipment; to the electrical and plumbing systems contained in the building; and (iv) to the Premises only when such repairs are necessitated by any act or omission (negligent or otherwise) of Tenant or Tenant's employees, agents, servants or invitee, or by the failure of Tenant to perform any of its obligations under this Lease. Tenant shall keep the Premises in a clean and sanitary condition, free of vermin and offensive odors. Tenant shall keep the Premises sufficiently heated to prevent the freezing of pipes in the winter.

(c) Provided the Tenant has (i) received the written consent, in advance, of the Landlord, and (ii) received all necessary permits, in advance, from the District of Columbia, government, Tenant may, from time to time, and at its own expense, make additions, alterations and changes in and to the building. Tenant shall have the right, also at its expense, to construct, erect, maintain and control on the Premises any interior and exterior signs deemed advisable by Tenant in connection with Tenant's occupancy of the Premises; provided Tenant obtains all necessary permits from the District of, for the construction of such signs and the signs are constructed in a workmanlike manner. Notwithstanding any provision of this Lease to the contrary, any signs and sign poles placed on the Premises shall remain the property of

the Tenant and must be removed from the Premises by the Tenant at the termination of this Lease.

(d) All movable partitions, furniture, furnishings, equipment, trade fixtures and other movcable property located on, or used in connection with, the Premises, shall remain the property of the Tenant and may be removed by the Tenant, provided the Tenant is not in default under the terms of this Lease, in whole or in part, at any time during the term, or at the end of, this Lease. Tenant, however, shall, at its own cost and expense, repair any and all damage to the Premises caused by such removal. Tenant shall not have the right to remove any alterations or improvements of a structural nature or in the nature of permanent fixtures.

(e) All property of any kind which may be on the Premises (whether belonging to Tenant or third parties) shall be at the sole risk of Tenant and those claiming by, through or under Tenant, and Landlord shall not be liable to Tenant, or to those claiming by, through or under Tenant, for any injury, loss or damage to any person or property on the Premises.

6. Utilities. (a) Landlord shall furnish or cause to be furnished (i) heat and air conditioning to the Leased Premises, as reasonably required for the comfortable use and occupancy of the Leased Premises, (ii) domestic water in reasonable quantities to the common areas of the Building, and (iii) electric service sufficient for lighting the Leased Premises and for the operation of the type of equipment currently located in the Leased Premises.

(b) Tenant shall pay, or cause to be paid, charges for all water, gas, sewer, electricity, gas, light, heat, power, telephone and other utilities used, rendered, consumed or supplied to of for Tenant upon, or connection with, the Premises, during the term of this Lease, and to indemnify and hold the Landlord harmless against any liability in connection therewith.

7. Use of Premises; Compliance with Orders. (a) Tenant shall have the right to use and occupy the Leased Premises as a [fine art studio] and to conduct all activities or perform services connected therewith.

(b) Tenant shall promptly comply with all valid statutes, laws, ordinances, orders, judgments, decrees, regulations, direction and requirements of all Governmental Authorities, now or hereafter applicable to the Premises or to the adjoining public ways, as to the manner of use of the Premises or of such adjoining public ways, other than conditions present on the Lease Commencement Date and conditions which are required to be repaired or corrected by Landlord in accordance with the provisions of Section 5(a). Tenant shall, however, at Tenant's sole cost and expense, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without incidence or incursion of any liens on the Premises, Tenant may postpone compliance until the final determination of such contest, provided such contest shall be prosecuted with due diligence. Even though a lien against the Premises may be incurred by reason of such non-compliance, Tenant may nevertheless delay compliance therewith during contest thereof, provided Tenant furnishes, to Landlord's satisfaction, reasonable security against any loss by reason of such lien and effectively prevents foreclosure thereof. Tenant shall during the term comply with the mandatory requirements, rules and regulations, of all insurers under the policies required to be

carried under the provisions of this Lease. Landlord shall be responsible for making any structural or capital improvements or repairs (including without limitation sprinkler or other fire prevention systems and modifications or alterations necessary in order to comply with environmental laws) to the Premises required by Governmental Authorities or insurers under the policies required to be carried by either Landlord or Tenant under the provisions of this Lease unless the need for such improvements results from the failure of the Tenant to comply with the provisions of this Lease in which case any such capital improvements shall be the responsibility of the Tenant.

8. Work Performed by Tenant. In addition to the requirements of Section 5(c) of this Lease, Tenant shall not do or permit others under its control to do any work on the Premises related to any repair or alteration of the Building, unless Tenant shall have first procured, paid for, and received all permits and authorizations required by Governmental Authorities. Landlord shall join in the application for any such permit or authorization whenever required, but Tenant shall indemnify and hold Landlord harmless against and from all costs and expenses which may thereby be incurred by Landlord. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of this Lease.

9. Damage by Fire or Other Casualty. (a) If the Leased Premises, or any part thereof, shall be damaged or destroyed by fire or other casualty, then the Landlord shall restore, repair, and replace the Leased Premises, provided such repairs can be completed within six (6) months of the date of such fire or other casualty, allowing reasonable time for the completion of insurance adjustments, as nearly as possible to their condition immediately prior to such damage or destruction, and until such repairs have been completed the rent shall be abated in proportion to the part of the Leased Premises to the extent Tenant is unable to use and occupy the Lease Premises for the purposes set forth in Section 7(a); provided, however, that the foregoing provisions shall not require the Landlord to repair, restore or rebuild any improvements to the Leased Premises made by Tenant or any of Tenant's fixtures or equipment. Landlord shall commence such restoration, repairs and replacement with due diligence and in good faith as soon as practicable after the occurrence of the casualty (due allowance being made for the time taken for settlement of the insurance claims, the time required by Landlord to obtain the permission of Governmental Authorities to make such restoration, repair and replacement and other unavoidable delays), shall be prosecuted with due diligence and in good faith and shall be completed within six months from the date of occurrence of the casualty. In the event Tenant elects to make any repairs to its trade fixtures and equipment contained in the Leased Premises, such repairs shall be commenced by Tenant as soon as it is practicable for Tenant to do so. Such Tenant repairs may proceed during such time as Landlord's repairs specified herein, provided Tenant's repairs do not interfere with Landlord's repairs. Tenant's repairs shall be completed within ninety (90) days of the date Tenant's repairs begin.

(b) If the Leased Premises or the Building shall be damaged or destroyed by fire or other casualty, and if the damage or destruction is so extensive that the damage cannot

be fully repaired within six (6) months after the date of which such damage occurs, then Landlord and Tenant shall each have the independent right, by giving written notice to the other party within sixty (60) days after the occurrence of the casualty, to terminate this Lease. Rent shall be adjusted as of the date of such termination.

(c) Landlord and Tenant each hereby releases the other, and its officers, directors, agents and employees, from any and all liability or responsibility to the other (or to anyone claiming through or under the other by way of subrogation or otherwise) for any loss or damage to property covered by a valid and collectible fire insurance policy with extended coverage endorsement, even if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.

10. Condemnation. (a) If the whole or any substantial part of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then and in that event, the term of this Lease shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the award. The current rental, however, shall in any case be apportioned through the date of final taking. Landlord and Tenant each agree to execute any and all documents that may be required in order to facilitate the receipt of any and all such awards or compensation. Tenant waives any right to claim any portion of any award to be paid to Landlord for the taking of the Premises.

(b) If a portion (but less than a substantial part) of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then either Landlord or Tenant shall have the right to terminate and cancel this Lease on the remainder of the Premises, effective from the date when possession of the part so taken shall be required for such use or purpose and without apportionment of the award. To exercise its right to cancel under this Section 10(b), the canceling party must notify the other party by written notice not later than forty-five (45) days prior to the time when possession must be surrendered. In the event neither party elects to terminate this Lease, Landlord agrees to make promptly all necessary alterations, changes, and repairs needed for Tenant's continued occupancy and the rent due under this Lease shall be equitably adjusted, taking into consideration the proportion and area of the Premises taken, and the period of time of such taking.

11. Assignment and Sub-letting. Tenant shall not assign this Lease or sub-let the Premises, or any part thereof, without first obtaining the written consent of the Landlord. In the event that Landlord consents to an assignment or subletting of this Lease, such assignment or subletting shall not relieve Tenant of any of its obligations under this Lease and Tenant shall remain as fully bound as through no such assignment or subletting had been made, but performance by an assignee or sub-lessee shall be considered as performance pro tanto by Tenant.

12. Default Provisions. (a) Each of the following events shall be deemed to be, and is referred to in this Lease as, an "event of default":

(i) A default by Tenant in the prompt and punctual payment of the rent payable hereunder, which continues for more than ten (10) days after such rent is due;

(ii) The neglect or failure of Tenant to perform or observe any of the terms, covenants or conditions contained in this Lease on Tenant's part to be performed or observed (other than those referred to in paragraph (i) which is not remedied by Tenant (A) within thirty (30) days after Landlord shall have given Tenant notice specifying such neglect or failure, or (B) in the case of any such neglect or failure which cannot with due diligence and in good faith be cured within thirty (30) days, within such additional period, if any, as may be reasonably required by Tenant to cure such default with due diligence and in good faith (it being intended that, in connection with any such default which is not susceptible of being cured by Tenant with due diligence and in good faith within thirty (30) days, the time within which the Tenant is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith);

(iii) The taking of this Lease or the Premises, or any part thereof, upon execution or by other process of law directed against Tenant, or upon or subject to any attachment at the instance of any creditor of or claimant against Tenant, which execution or attachment shall not be discharged or disposed of within forty-five (45) days after the levy thereof;

(iv) Tenant's involvement in financial difficulties as evidenced by (A) its admitting in writing its inability to pay its debts generally as they become due, or (B) its filing a petition in bankruptcy on behalf of or against Tenant for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now existing or in the future amended) or an answer or other pleading admitting the material allegations of such a petition or seeking, consenting to or acquiescing in the relief provided for under such Act, or (C) its making an assignment of all or a substantial part of its property for the benefit of its creditors, or (D) its seeking or consenting to or acquiescing in the appointment of a receiver or trustee for all or a substantial part of its property or of the Leased Premises, or (E) its being adjudicated a bankrupt or insolvent, or (F) the entry of a court order without its consent which order shall not be vacated, set aside or stayed within one hundred twenty (120) days from the date of entry, (i) appointing a receiver or trustee for all or a substantial part of its property or (ii) approving a petition filed against it for the effecting of an arrangement in bankruptcy or for a reorganization pursuant to the Bankruptcy Code or for any other judicial modification or alteration of the rights of creditors.

(b) Upon the occurrence of an event of default other than a default involving non-payment of rent and/or additional rent as defined in paragraph 3 above Landlord shall then, or at any time thereafter while such event of default shall continue, give Tenant written notice that unless said default is cured within five (5) days of the date of such notice, that Landlord may terminate this Lease on any later date specified therein. In the event such non-monetary notice is not cured as specified in such notice, Tenant's right to possession of the Leased Premises shall cease and this Lease shall thereupon be terminated;

(c) In the event of any such termination of this Lease pursuant to this paragraph

of the Lease, Tenant shall nevertheless pay the rent and all other sums as hereinbefore provided up to the time of such termination, and thereafter Tenant, until the end of what would have been the term of this Lease in the absence of such termination, and whether or not the Leased Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated current damages, an amount equal to (i) the rent and all other sums as hereinbefore provided which would otherwise be payable hereunder, if such termination had not occurred, less, (ii) the net proceeds, if any, of any reletting of the Premises, after deducting all of the Landlord's expenses in connection with such reletting, including without limitation, all repossession costs, brokerage commissions, legal expenses, attorney's fees, expenses of employee, reasonable alteration costs, and expenses of preparation of such reletting. Tenant shall pay such liquidated current damages on the days of which the rent would have been payable hereunder if this Lease had not been terminated.

(d) In the event that Landlord retains counsel as a result of any breach of this Lease by Tenant, Tenant shall pay Landlord's reasonable attorney fees incurred as a result of such breach. In the event Tenant retains counsel as a result of any breach of this Lease by Landlord, Landlord shall pay Tenant's reasonable attorney fees incurred as a result of such breach.

13. Landlord May Perform Tenant's Obligations. If Tenant shall fail to keep or perform any of its obligations as provided in this Lease in respect of (a) maintenance of insurance, (b) payment of impositions, (c) repairs and maintenance of the Leased Premises, (d) compliance with insurance requirements, or (e) the making of any other payment or performance of any other obligation, then Landlord may (but shall not be obligated to do so) upon the continuance of such failure on Tenant's part for five (5) days after written notice to Tenant (or after such additional period, if any, as Tenant may reasonably require to cure such failure if of a nature which cannot be cured within said five (5) day period) and without waiving or releasing Tenant from any obligation, and as an additional but not exclusive remedy, make any such payment or perform any such obligation and all sums so paid by Landlord and all necessary incidental costs and expenses incurred by Landlord in making such payment or performing such obligation, together with interest thereon at the rate of nine percent (9%) per annum from the date of payment, shall be deemed additional rent and shall be paid to Landlord on demand, or at Landlord's option may be added to any installment of rent thereafter falling due, and if not so paid by Tenant, Landlord shall have the same rights and remedies as in the case of a default by Tenant in the payment of rent.

14. Holding Over /Termination. Tenant shall, on or before the last day of the term, or upon the earlier termination of this Lease, peaceably and quietly leave, surrender and yield up to Landlord the Leased Premises, together with all improvements thereon, free of sub-tenancies, broom clean and in good order and condition except for reasonable wear and tear and fire or other casualty. Tenant shall vacate the Leased Premises as aforesaid as required by that certain Settlement Agreement among Landlord, Tenant and certain other tenants of the Building (the "Settlement Agreement"). If Tenant fails to vacate the Leased Premises on the Termination Date, Landlord shall have the right to pursue all legal remedies available to it in connection with such failure and the daily Minimum Rent for each day that Tenant holds over ("Holdover Minimum Rent") shall equal one and one-half (1-1/2) times the daily Minimum

Rent payable in the last Lease Month.

15. Indemnification. (a) Tenant shall indemnify and hold Landlord harmless against and from any and all claims or liens by or on behalf of any persons, partnership, corporation, association, or any other individual or business entity whatsoever, arising from the conduct or management of Tenant's business, or from any work or thing done by Tenant, on the Leased Premises during the term from (i) any breach or default on the part of Tenant in the performance of any of its obligations under this Lease, (ii) any accident, injury or death of any person or persons or damage to any property occurring in on or about the Leased Premises, and any and all maintenance or alterations done by or on behalf of Tenant pursuant to Sections 6 (c) and 9 of this Lease, plus all costs and expenses (including reasonable attorneys' fees) incident to the foregoing.

(b) Landlord shall indemnify and hold Tenant harmless against and from all damage, including reasonable attorney fees, resulting from the material breach of any express or special warranty or nonfulfillment of any express covenant or agreement on the part of Landlord under this Lease, and all costs and expenses (including reasonable attorneys' fees) incident to foregoing.

16. Remedies are Cumulative; No Implied Waiver. Landlord and Tenant shall each be entitled to specific performance, and injunctive or other appropriate equitable relief, for any breach or threatened breach of any of the provisions of this Lease. The specific remedies provided for in this Lease are cumulative and are not exclusive of any other remedy. The failure of either party to insist in any one or more cases upon strict performance shall not be construed as a waiver or relinquishment for the future. No acceptance of rent with knowledge of any default shall be deemed a waiver of such default

17. Quiet Enjoyment—Possession. Landlord covenants that Tenant, on paying the rentals and performing and observing the covenants and agreements of this Lease on its part to be observed and performed, shall and may peacefully and quietly have, hold, occupy and enjoy the Premises, as is, for the term of this Lease, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord. Landlord also covenants and agrees to warrant, protect and defend Tenant from and against any and all loss or damage that Tenant may sustain by reason of the enforcement of any mortgage or other lien which encumbers the fee simple title to the Leased Premises on the date of this Lease or which after the date of this Lease may be granted, created or incurred by Landlord upon the fee simple title to the Premises (whether such lien is senior or junior to Tenant's rights under this Lease).

18. Inspection of Premises by Landlord. Tenant shall permit Landlord, or its authorized representatives, to enter the Premises at mutually agreed dates and times during Tenant's normal business hours for the purposes of (a) inspection, (b) the performance of any work therein made necessary by reason of Tenant's default under any of the provisions of this Lease, or (c) exhibiting the Premises to others during the last six months of the term of this Lease.

19. Definition of Certain Terms, etc. For purposes of this Lease, unless the context

otherwise requires: (a) the term “unavoidable delays” shall mean delays due to strikes, acts of God, inability to obtain labor or materials, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or similar causes beyond the reasonable control of the party (Landlord or Tenant) required to perform; (b) the term “Governmental Authorities” shall mean any board, bureau, commission, department or body of any municipal, county, state or federal governmental unit, or subdivision thereof, having or acquiring jurisdiction over the Leased Premises or the use and improvement thereof.

20. Security Deposit. If Tenant shall have delivered a security deposit to Landlord or any prior landlord of the Leased Premises, within ten (10) days after the last day of this Lease, Landlord shall return to Tenant any portion of such security deposit that shall not have been applied by Landlord or such prior landlord to cure any default by Tenant under this Lease or the prior lease of the Leased Premises.

21 Miscellaneous Provisions. (a) All notices, requests, demands or other communications which may be or are required or permitted to be served or given under this Lease (referred to collectively in this Lease as “notices” shall be in writing and shall be sent by registered or certified mail, return receipt requested and first-class postage prepaid, (i) if to Landlord, at 411 New York Avenue, NE, Washington, DC 20002, and (ii) if to Tenant, at the Leased Premises. Such notices, if sent by registered or certified mail, shall be deemed to have been given and received on the date of delivery indicated on the return receipt or signed receipt.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the sense requires.

(c) The captions are inserted only for convenience, and they are in no way to be construed as a part of this Lease, or as a limitation on the scope of the particular provisions to which they refer.

(d) This Lease is made pursuant to, and shall be construed and enforced in accordance with the laws in force in the District of Columbia.

(e) The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the Landlord and the Tenant, and their respective heirs, personal representatives, successors and assigns.

(f) This Lease cannot be changed, amended, modified or terminated orally, but only in writing signed by all parties to this Lease. This Lease and the Settlement Agreement contain the entire agreement between the parties with respect to the subject matter hereof and thereof and this Lease and the Settlement Agreement are intended by the parties to be an integration of all agreements between the parties in respect of the Premises, and any agreement hereafter made shall be ineffective to change, modify or discharge this Lease in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

22. Subordination. Tenant agrees that the leasehold estate created by this Lease, and all right, title and interest of Tenant in and to the Premises under this Lease, shall be subordinate to the lien of any first mortgage (which term shall include deeds of trust and similar security interests) upon the fee simple title to the Premises, and to the interest thereon, and all renewals, replacements or extensions thereof, and Tenant agrees that, at Landlord's request, it will promptly execute and deliver any instrument or other document required by such first mortgagee for the purpose of subordinating this Lease to the lien of any such mortgage; provided, however, that neither this Lease nor any right, title or interest of Tenant in the Premises shall be subordinate to the lien of any such mortgage, and Tenant shall not be required to subordinate this Lease or Tenant's interest in the Premises to any such mortgage, unless such mortgage contains an express provision (or the mortgagee or other party secured thereby agrees in writing) to the effect that so long as Tenant is not in default in the payment of Rent or in the performance or observance of any of the other covenants or conditions on the part of Tenant to be performed or observed under this Lease, the mortgagee (or other party secured) will be bound by the provision of sections 9 and 10 of this Lease, a default by the Landlord under such mortgage shall not have any effect upon Tenant's right to occupy the Premises, and the term, estate and options of Tenant under this Lease shall not be terminated by a foreclosure and sale or other action instituted under or in connection with such mortgage.

23. Representations by Landlord. As of the date of this Lease and at all times during the Term, Landlord makes the following representations and warranties:

(a) Title; Power and Authority; Possession. Landlord owns good and marketable title to the Property, in fee simple, free and clear of liens and encumbrances. Landlord has the requisite power and authority to enter into this Lease and to lease the Leased Premises to Tenant.

(b) Condition of Premises. That the wiring, plumbing, underground plumbing, roofs, outer walls, stairways, doors, heating and air conditioning equipment, windows, plate glass and sprinkler equipment (to the extent the foregoing items were not installed or constructed by Tenant) on or in the Premises are each and every one in good repair and are adequate to furnish the proper service for which each was installed. Landlord further represents and warrants that as of the date of this Lease and as of the Lease Commencement Date, the Premises and all appurtenances thereto, including but not limited to the items identified in the preceding sentence of this Section 23(b), comply with the building code, fire, sanitary and safety regulations, ordinances and laws of the District of Columbia. To the best of Landlord's knowledge, as of the Lease Commencement Date, there are no hazardous materials or substances on or under the Premises and the Premises is in full compliance with all applicable federal, state, and local environmental laws and regulations.

(c) Tenant's Remedy. If Landlord has failed to cure any breach of the representations set forth in this Section 23 within sixty (60) days after receipt of written notice from Tenant, Tenant shall have the right to terminate this Lease by written notice to Landlord.

24. Waiver of Trial by Jury. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other with regard to any matter whatsoever arising out of, or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement under seal on the day and year first above written.

LANDLORD:

411 NEW YORK AVENUE HOLDINGS, LLC

By: _____

Name: _____

Title: _____

TENANT:

Gaudet, Caroline

Subject: FW: SIGN ON AGREEMENT

From: Micheline Klagsbrun [<mailto:mklagsbrun@gmail.com>]
Sent: Wednesday, May 04, 2016 6:00 PM
To: Gaudet, Caroline
Subject: Fwd: SIGN ON AGREEMENT

----- Forwarded message -----

From: **graham** <grahambot@gmail.com>
Date: Fri, Apr 29, 2016 at 3:41 PM
Subject: Re: SIGN ON AGREEMENT
To: Christof Rotten <crotten2@gmail.com>, CGaudet@steptoe.com, Micheline Klagsbrun <mklagsbrun@gmail.com>

Hi Christine and Chris,

I have read the attached agreement for the 411 NY Ave Artist Settlement and approve you to apply my signature for 2B Studios, since I am out of town. I can sign any necessary agreements when I return and will look forward to signing the new lease agreement.

Graham P. Boyle

On Fri, Apr 29, 2016 at 3:23 PM, Christof Rotten <crotten2@gmail.com> wrote:
I can attest to signatures for Graham and Luke who both are on travel and in various ways may not have access to internet. I have verbally and by text confirmed this with these two.

Same with Desiree. And Gaje.

But please, if any of you get this email, please send an email to Caroline stating that you sign the Agreement as attached.

Chris

Gaudet, Caroline

Subject: FW: You can sign for me

Sent from my iPhone

> On May 3, 2016, at 5:26 PM, Christof Rotten <crotten2@gmail.com> wrote:

>

> Hi Micheline,

> I am giving you authorizations to sign the Settlement Agreement for me.

> Thanks,

> Chris Otten

Gaudet, Caroline

Subject: FW: 411 NY Ave Settlement Agreement blackline.DOCX

From: dvf [mailto:dvf@oldnewcollectiv.com]
Sent: Tuesday, May 03, 2016 4:04 PM
To: Micheline Klagsbrun
Cc: Gaudet, Caroline
Subject: Re: 411 NY Ave Settlement Agreement blackline.DOCX

good afternoon all: caroline you are authorized to use my signature.

many thanks,

we talked small business, immigration and life on sirius xm with maggie linton thus week, listen here, <http://www.nomadyardcollectiv.com/press>

umtrak named nomad yard collectiv a shopping destination in washington, dc, how amazing!

oh and we're challenging displacement, learn more at [washington business journal](#) + [wcp](#) + sign the [petition](#) - follow hashtags [#iwillnotbemoved](#) + [#saveunionarts](#).

dc loves nomad yard at mulebone, see.... [BitchesWhoBrunch](#).

dvf

desirée venn frederic
insight + strategy + innovation
old|new collectiv +
nomad yard collectiv +
artist union dc
tele: 1+ [202.297.7271](tel:202.297.7271)

did you know, nomad yard was named [best vintage store in dc](#) and [refinery29](#) shopped our store recently. we have this cool collaboration with [urban outfitters](#) and somehow [washingtonian](#) thinks i'm a style setter. just the other day, the [huffington post](#) sat down to chat. keep in touch, great things are happening at [nomad yard collectiv](#), use hashtag [#nomadyard](#) to see the happenings on [instagram](#) + [facebook](#) + [twitter](#). give thanks.

please note that all information contained in this email or it's attachments is confidential and may be legally privileged for the named recipient only. ideas + designs + proposals are the intellectual property of old new collectiv. any dissemination + distribution + copying or use is prohibited unless authorized by old|new collectiv and/or nomad yard collectiv. if received in error, kindly delete the email and any attachments. give thanks.

Gaudet, Caroline

Subject: FW: Please send the email ASAP

From: Gary Goldberg [<mailto:ggberg@aol.com>]

Sent: Tuesday, May 03, 2016 2:31 PM

To: Gaudet, Caroline

Cc: Raye Leith; Micheline Klagsbrun (mklagsbrun@gmail.com)

Subject: Re: Please send the email ASAP

Hi Caroline,

As representative of the artists on the 2nd floor, I agree to the latest lease revision and ask that my signature from the earlier version be used to authorize the new agreement.

Gary Goldberg
202-246-0255

Gaudet, Caroline

Subject: FW: 411 NY Ave Settlement Agreement

From: graham [mailto:grahambot@gmail.com]

Sent: Tuesday, May 03, 2016 2:42 PM

To: Gaudet, Caroline; Christof Rotten; Micheline Klagsbrun; Raye Leith

Subject: Re: 411 NY Ave Settlement Agreement

Hi All,

I apologize for my slow response- I am on west coast time and working remotely with little internet access.

I have read the updated version of the settlement agreement and approve for my signature to be applied to this new version.

Thanks, Graham

Gaudet, Caroline

From: James Mazzaferro <jamazza@gmail.com>
Sent: Tuesday, May 03, 2016 9:49 AM
To: Gaudet, Caroline
Subject: Re: 411 NY Ave Settlement Agreement

Hello Caroline,

I hereby confirm that you can attach my signature from the previous settlement agreement signed April 29th 2016 to the current attached settlement,

Many thanks,

James Mazzaferro

On May 3, 2016, at 9:00 AM, Micheline Klagsbrun <mklagsbrun@gmail.com> wrote:

Hello Caroline,

I hereby confirm that you can attach my signature from the previous settlement agreement signed April 29th 2016 to the current attached settlement,

Many thanks,

Micheline Klagsbrun

Gaudet, Caroline

Subject: FW: 411 NY Ave Settlement Agreement

From: Micheline Klagsbrun [<mailto:mklagsbrun@gmail.com>]

Sent: Tuesday, May 03, 2016 8:42 AM

To: Gaudet, Caroline

Cc: Christof Rotten

Subject: Re: 411 NY Ave Settlement Agreement

Hello Caroline,

I hereby confirm that you can attach my signature from the previous settlement agreement signed April 29th 2016 to the current attached settlement,

Many thanks,

Micheline Klagsbrun

Gaudet, Caroline

From: Julia Bloom <julia_bloom@icloud.com>
Sent: Tuesday, May 03, 2016 6:08 PM
To: Gaudet, Caroline
Cc: hsusanart@aol.com; shostetler91@gmail.com; michelesmail2001@yahoo.com
Subject: Settlement Agreement

Dear Caroline,

I authorize you to attach my signature from last week's agreement to the revised Settlement Agreement.

Thank you.

Sincerely,

Julia

Gaudet, Caroline

Subject: FW: authorization

From: Susan Hostetler [<mailto:hsusanart@aol.com>]

Sent: Tuesday, May 03, 2016 6:09 PM

To: Gaudet, Caroline

Subject: authorization

Hi Caroline,

I authorize you to use my previous signature from last week's agreement for this latest one.

Susan Hostetler

Gaudet, Caroline

Subject: FW: Settlement Agreement

From: michele [<mailto:michelesmail2001@yahoo.com>]

Sent: Tuesday, May 03, 2016 6:17 PM

To: Gaudet, Caroline

Subject: Re: Settlement Agreement

Dear Caroline,

I authorize you to attach my signature from last week's agreement to the revised Settlement Agreement.

Thank you.

Sincerely,
Michele Montalbano

Gaudet, Caroline

Subject: RE: Fwd: 411 NY Ave Settlement Agreement blackline.DOCX

From: Luke Stewart [<mailto:dukesaxly@gmail.com>]

Sent: Tuesday, May 03, 2016 12:54 PM

To: Raye Leith

Cc: Julia Bloom; gaje@mousai.org; Matthew Mann; cesar maxit; Gary Goldberg; grahambot; cc: Christof Rotten; Gaudet, Caroline; James Mazzaferro; dvf at oldnewcollectiv; Susan Hostetler; Ellen Zelano; bear fort; Micheline Klagsbrun; michelesmail2001@yahoo.com; Christopher Ridler

Subject: Re: Fwd: 411 NY Ave Settlement Agreement blackline.DOCX

I approve these changes.