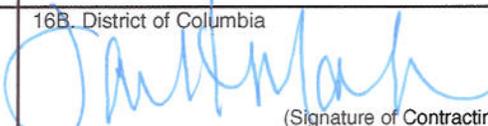


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number	Page of Pages 1 3	
2. Amendment/Modification Number DCAM-2008-R-1010-002	3. Effective Date September 16, 2008	4. Requisition/Purchase Request No.	5. Solicitation Caption Eastern Market Square Manager	
6. Issued by: Office of Contracting and Procurement 441 4 th Street, NW Suite 700 South Washington, DC 20001		Code	7. Administered by (If other than line 6) Office of Property Management 441 4 th Street, NW, Suite 1100 South Washington, DC 20001	
8. Name and Address of Contractor (No. street, city, county, state and zip code) ALL PROSPECTIVE OFFERORS Code <input type="text"/> Facility <input type="text"/>		<input checked="" type="checkbox"/>	9A. Amendment of Solicitation DCAM-2008-R-1010	
			9B. Dated (See Item 11) August 1, 2008	
			10A. Modification of Contract Order No.	
			10B. Dated (See Item 13)	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Solicitation DCAM-2008-R-1010 is hereby amended as follows: 1. Section A, Item 9 is revised to reflect that potential Offerors are to submit one (1) original and ten (10) copies of their proposal submissions. 2. C.1.2 opening paragraph is revised to state the following: "Unless a capitalized term used in this RFP is defined below, a capitalized term used in this RFP shall have the meaning found in D.C. Official Code § 37-101, Eastern Market Management and Regulation, Definitions (Attachment J.1). If defined below, a capitalized term used in this RFP shall have the meaning provided below. The term 'Eastern Market' is defined in the Act, but in order to accurately reflect the current market configuration for the purpose of this RFP the term 'Eastern Market' has the meaning provided below. The term 'EMCAC' is defined below at the request of EMCAC and in accordance with D.C. Official Code § 37-111, Eastern Market Management and Regulation, Eastern Market Community Advisory Committee."				
Except as provided herein, all terms and conditions of the document referenced in item (9A or 10A) remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer		
		Jim Marshall Contracting Officer		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature)			9.16.08	
		(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages
2. Amendment/Modification Number DCAM-2008-R-1010-002	3. Effective Date September 16, 2008	4. Requisition/Purchase Request No.		2 3
5. Solicitation Caption Eastern Market Square Manager				
<p>3. Section C.2.2.4, last sentence is revised to read as follows "Pursuant to the Act, Eastern Market Square operations and activities or consistent activities may be extended to all or part of the Eastern Market Special Use Area subject to the requirements set forth in the Act including, for example, the written consent of the CPMO and the advice of the EMCAC. Contracts in place on or before August 1, 1997 are exempt from any restrictions on retail in the Eastern Market Special Use Area."</p> <p>4. Section G.4 is revised to read "The District shall pay the Contractor equal monthly payments totaling one-twelfth (1/12) of the amount listed in Section B.3."</p> <p>5. Section J add the following Attachments:</p> <p>Attachment J.15 District of Columbia Office of Property Management Lease and Property Management Agreement (Amendment 002 Attachment A)</p> <p>Attachment J.16 First Amendment and Extension of Lease and Property Management Agreement (Amendment 002 Attachment B)</p> <p>Attachment J.17 Second Amendment and Extension of Lease and Property Management Agreement (Amendment 002 Attachment C)</p> <p>Attachment J.18 Third Amendment and Extension of Lease and Property Management Agreement dated December 21, 2001 (Amendment 002 Attachment D)</p> <p>Attachment J.19 Fourth Amendment and Extension of Lease and Property Management Agreement dated June 27, 2008 (Amendment 002 Attachment E)</p> <p>Attachment J.20 Eastern Market Sublease and Equipment Usage Agreement</p> <p>6. Section L.2.1.1.2.b at the end of the sentence add "or if for a newly formed organization the offeror shall provide a list three (3) references related to the experience of the principal entity or proposed Key Personnel in providing market management services similar in size and scope as the requirements described in C.3;"</p> <p>7. Section L.2.1.1.2.e is revised to read "Offeror shall request that each business reference listed in L.2.1.1.2.b above complete the Past Performance Evaluation Form attached in Section J.13 and forward to Courtney Lattimore on or before 2:00PM, October 7, 2008.</p> <p>8. Section L.2.1.2.1 add "c. The offeror shall complete and submit the following:</p> <ol style="list-style-type: none"> 1. Attachment J.4 First Source Employment Agreement 2. Attachment J.5 Equal Employment Opportunity Report 3. Attachment J.12 Tax Certification Affidavit 4. Sections K.1 – K.6" <p>9. Section L.14, last sentence is revised to read "Evidence of Insurance shall be submitted within five (5) days of the District's request."</p> <p>10. Responses to other questions received about the solicitation are provided below:</p> <p>Q1. What evidence of non-profit status is required?</p> <p>A1. Please see Solicitation DCHC-2008-R-1010, Section K.2.1.</p> <p>Q2. What are the estimated heating and cooling costs for the renovated Eastern Market?</p> <p>A2. Due to the fact that the Eastern Market did not have heating and air systems prior to the fire that information is not available.</p>				

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages
			3	3
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption	
DCAM-2008-R-1010-002	September 16, 2008		Eastern Market Square Manager	
<p>Q3. What are the average utility bills for the East Hall?</p> <p>A3. The average monthly rates provided below have been calculated utilizing bills received for the period October 2007 through July 2008:</p> <ul style="list-style-type: none"> - Water: \$1,527 - Gas: \$541.11 - Electricity: \$27,045.57 <p>Q4. What are the current payment arrangements for the tenants? Are all or a portion of utilities "passed through" to the tenants?</p> <p>A4. Please see DCAM-2008-R-1010 Amendment 002, Item No. 5, Attachment J.20 Eastern Market Sublease and Equipment Usage Agreement and Section C.3.1.2.</p> <p>Q5. Will the market convey to the new market management unencumbered?</p> <p>A5. No, the District is not selling Eastern Market.</p> <p>Q6. Please provide copies of all contracts and leases between Office of Property Management and Eastern Market Venture.</p> <p>A6. Please see DCAM-2008-R-1010 Amendment 002, Item No. 5</p>				

**DISTRICT OF COLUMBIA
OFFICE OF PROPERTY MANAGEMENT
LEASE AND PROPERTY MANAGEMENT AGREEMENT**

THIS LEASE AND PROPERTY MANAGEMENT AGREEMENT ("Agreement ") is made and entered into as of the 21st day of December, 2001, by and between the District of Columbia, a Municipal Corporation ("District"), and Eastern Market Venture, Inc. a District of Columbia non-profit corporation organized and existing under the laws of the District of Columbia, (" EMV ") with an address at 4590 MacArthur Boulevard, First Floor, Washington, DC, 20007:

WITNESSETH:

District hereby grants to EMV the exclusive right to the use of the Premises hereinafter referred to on the following stated terms and conditions, to all of which the parties hereto do hereby agree:

I. Premises

(a). Description of Premises. The premises are located on Lot 800 in Square 872 in the District of Columbia, with a street address of 225 7th Street, S.E., Washington, D.C. 20009, (the "Building"). The premises consists of the South Hall and the second floor Pottery Area of the Building, the rear drive alley behind the Building, and on Mondays through Saturdays, that part of the exterior plaza of Eastern Market occupied by the Farmers' Shed, and on Sundays all of the plaza occupied by authorized farm vendors (collectively, the "Premises"). EMV acknowledges that it has inspected the Premises prior to execution of this Agreement, and accepts the Premises in its current condition. The Premises include the fixtures, improvements, and other property now installed in the Premises, and any fixtures, equipment, or other property installed by EMV pursuant to this Agreement. EMV agrees that the use of the Premises is being granted to EMV in its "as-is" condition, and that the District makes no representations or warranties with regard to the condition of the Building or the Premises.

The Parties agree that the Premises explicitly excludes the North Hall of the Eastern Market, and on Mondays through Saturdays, that part of the exterior plaza of Eastern Market north and east of the North Hall that is not otherwise occupied by the Farmers' Shed, and on Sundays all of the plaza not occupied by authorized farm vendors. The Parties recognize that this exclusion is the result of on-going litigation between the District and the current management entity in this space, and that this Agreement, including the fees set forth in Section 3, will be modified as appropriate to include this space upon the conclusion of this litigation.

The bearing walls, roof and all other structural portions of the Building running through the Premises which are utilized for or serve more than the Premises are not included in this Agreement (and EMV shall bear no responsibility or liability therefor), and the use thereof, together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires, tunnels, sewers and structural elements leading through the Premises in locations which will not materially interfere with or limit EMV's use thereof and serving other parts of the Building are hereby reserved to the District.

(b). Common Areas. EMV and its employees and invitees have the exclusive right to the Premises except that the use of Common Areas (as hereinafter defined) of the Premises shall be non-exclusive. The Common Areas include the sidewalks, bathrooms within the Premises, the shopping aisles inside of the Premises during the hours and days when the Building is open for shopping or other lawful activities and the rear drive-alley behind the Building. The District hereby reserves the right upon forty-eight (48) hours prior notice to EMV to make changes, improvements or alterations to the Common Areas, provided same do not materially interfere with, obstruct, impair or limit EMV's use of the Premises.

(c). Subleases. EMV shall take the Premises subject to all existing subleases, contracts, and other written agreements excluding service contracts that are not on a month-to-month basis. Copies of all such agreements shall be provided to EMV prior to the execution hereof, and EMV shall not be bound by any agreements not provided. All such legal instruments shall remain valid, binding and enforceable through their terms, provided that they are in good standing and without default. Pre-existing agreements that are not in good standing shall either be brought into good standing or defaulted. Pre-existing agreements shall not be renewed or extended but may be modified for the convenience of the parties thereto, provided that such modification is not adverse to the interests of the District.

2. Term

The Term of this Agreement shall begin on the second day of January, 2002 (the "Commencement Date") and shall terminate on the last day of December, 2002. ("Expiration Date"). This Agreement may be extended for up to two (2) additional one (1) year terms by the written agreement of both parties. If either party desires to extend the Agreement, then such party shall provide at least one hundred and twenty (120) days notice to the other party, prior to the end of the term of the Agreement, of its desire to extend the Agreement. The party receiving the notice shall have twenty (20) days to either accept or reject the offer to extend the Agreement. A non-response shall be deemed a rejection and the Agreement shall expire at the end of the then current term. If this Agreement is extended, either party may terminate this Agreement at any time during an extension period, for any reason, upon one hundred and twenty (120) days written notice to the other party. As used in this Section 2, days refers to calendar days.

3. Market Manager Fee

The District shall pay EMV \$8,000.00 (Eight Thousand) Dollars ("Market Manager Fee") per month throughout the term of this Agreement. The District shall also make a one-time reimbursement to EMV for costs incurred by EMV in planning for the management of the Premises and costs incurred as a result of delays in the commencement date of this Agreement ("Due Diligence Expenses"). The District's reimbursement for the Due Diligence Expenses is based upon previously provided submittals by EMV (as detailed in **Exhibit A** hereto) for Fourteen Thousand Two Hundred and twenty-five Dollars (\$14,225.00). EMV shall be permitted to deduct the Due Diligence Expenses from the operating account (which account shall initially be funded by the District in the amount of \$_____ within twenty-five (25) days following the Commencement Date) within thirty (30) days following the Commencement Date.

(i). Books and Records. EMV shall keep and maintain complete, true, separate and accurate books of account and records of the annual income and expenses of the operation of the Premises. Such records shall include detail as to projected and actual income and expense and variance analyses as well as projected capital expenses. The fiscal year for the books and records of the Premises shall be the same as the fiscal year of the District of Columbia. The foregoing books and records shall, to the extent applicable, include federal and District of Columbia tax returns; records of bank deposits, receipts from EMV transactions in, at, on or from the Premises; bank deposit slips; and bank statements. EMV shall retain such books and records for at least three (3) years following the close of the relevant fiscal year. EMV shall retain, store and make available, the books, records and documents as set forth in D.C. Code §37-105(g) and (h). EMV shall prepare the budgets and reports set forth in D.C. Code §37-105(f) and (i). All D.C. code references used herein shall refer to the 2001 edition of the D.C. Code. EMV recognizes that said records belong to the District and upon the termination of this Agreement, EMV agrees to promptly turn over all said records to the District. Within thirty (30) days of execution of this contract, EMV agrees to submit a preliminary budget estimate of operating and capital expenses to the District. Said budget shall include but not be limited to: income and expense, contract summaries, payroll and staffing, capital expenses projected for the coming fiscal year.

(ii). Inspection and Audit. The District shall have the right during regular business hours to inspect and audit all such books and records at the office of EMV, including electronic records, and all other records,

files and papers of EMV. EMV shall produce same, at the request of the District, within four business days after such request.

(iii). 90 Day Audit. EMV shall prepare a report of the first 90 days of the operation of the Premises. The report shall be prepared and delivered to the District by April 20, 2002. The report shall contain: (1) an income statement detailing the income (by tenant) and expenses of the operation of the Premises, (2) a rent roll, (3) a list of all capital repair items suggested by EMV, and (4) in keeping with industry standards, any other operating concerns or suggestions recommended by EMV.

(iv). Six Month Management Plan. EMV, in consultation with EMCAC and the District, will develop a business plan for the operation of the Premises, within six (6) months following the Commencement Date.

4. Utilities

EMV shall be responsible to pay from the operating account (to the extent funds generated from Market activities or advanced by the District permit) all charges for electricity, natural gas, trash removal, minor repairs, and all other utility, operating and personnel charges pertaining to the operation of the Premises as a Market when the same shall become due and payable. EMV shall provide heat and running water for Premises to the extent the present facilities permit. The parties hereto understand that the utilities are separately metered for the Premises from the North Hall and that EMV shall have the utilities billed directly to EMV in EMV's name, except in instances where the utilities are paid directly by individual subtenants.

5. Use of Premises and Management Responsibilities

EMV agrees that it shall operate the Premises solely for operating a Market for the wholesale and retail sale of foods and other commodities normally sold in an indoor urban fresh food market and an outdoor Farmers' Line, and may continue the operation of a restaurant on the Premises. EMV may not engage in retail or wholesale sales on the Eastern Market Square as defined in D.C. Code §37-105(c).

EMV will also continue the operation of the "Farmers Line" on the public sidewalks on Seventh Street adjacent to the Building. EMV shall enter into written use agreements, approved by the District, with all of the "Farmers Line" vendors. EMV shall not permit any other use thereof, either by change of use or additional use, without the prior written consent of the District, which consent shall be at the District's sole discretion. EMV shall operate the Premises in accordance with the requirements of D.C. Code §37-105 through §37-110, except that EMV shall ignore any sections that pertain to the North Hall or other areas of the Building that are not under the control of EMV pursuant to this Agreement. EMV shall obtain the District's written approval prior to entering into any new sublease or contract or agreement for the use of any portion of the Premises. All such agreements shall be co-terminus with this Agreement unless otherwise approved by the District.

EMV shall exercise all reasonable efforts to comply, and compel its sub-tenants to comply, with applicable laws including, but not limited to, use and occupancy codes, the Eastern Market Real Property Asset Management and Outdoor Vending Act of 1998 (D.C. Code §37-101 et. seq. referred to herein as the "Eastern Market Act"); Environmental Laws, as hereinafter defined; rules and regulations of governmental authorities; and restrictive covenants (collectively, "Applicable Laws") and all orders and decrees of any court of competent jurisdiction, and shall not directly or indirectly make any use of the Premises which may thereby be prohibited. It is understood and agreed that EMV shall bear no liability or responsibility for any violations existing upon the effective date of the Agreement (or having their genesis prior to the effective date of this Agreement), nor shall EMV be responsible for any capital repair items necessary to bring the Premises into compliance with such laws, or for the failure of any sub-tenant to comply with any applicable laws. Pursuant to D.C. Code §37-102, the District shall be responsible for all capital expenditures for the Premises.

EMV shall be responsible for the management of all of the subleases of the Premises, whether such subleases were in existence prior to the Commencement Date or whether they were entered into subsequent thereto. EMV's management of the subleases shall include the collection of all rents due and the monitoring and enforcement of all of the terms of the subleases. All rents, revenues and fees collected by EMV through the operation of the Premises ("Market Revenue") shall be deposited into a District bank for the operation of the Premises ("Eastern Market Account"). EMV shall pay from the Market Revenue, the cost of all utilities, the Market Manager Fee, all routine repair and maintenance expenses, insurance costs, and all other operating expenses deemed advisable by EMV in its reasonable discretion, including but not limited to cleaning and other on-site personnel, trash removal costs, security and supplies ("Operating Expenses") of this Agreement. EMV shall prepare and deliver to the District, by the twentieth (20th) day of the each month, an itemized report of all Market Revenue and Operating Expenses of the preceding month, which shall include a variance analysis between budgeted and actual income and expense items. On a quarterly basis, EMV shall deposit all Market Revenue in the Eastern Market Account, in excess of twenty thousand (\$20,000) dollars, into the Eastern Market Enterprise Fund ("Fund") that has or will be established by the District pursuant to D.C. Code §37-103. If, during any monthly period during the term of this Agreement, EMV does not collect sufficient funds to pay the operating expenses of the Premises, then, the District shall provide funds to EMV from the Fund, for the payment of such expenses, within ten (10) days of notice from EMV. EMV shall have a fiduciary duty to the District in the handling of the Market Revenue, the payment of Operating Expenses and the handling of the Eastern Market Account. EMV shall procure a fiduciary bond in the amount of \$100,000.

EMV shall be available, either in person or via telephone, during normal business hours when the Premises are open and shall also provide an emergency contact number for all after-hour emergencies affecting the operations of the Premises.

6. Maintenance and Repair

EMV shall keep the Premises in an orderly and sanitary condition, free of trash or other debris. EMV shall be responsible to make and pay for all routine maintenance and repair work to the Premises that is necessary to operate the Premises in a safe manner and in compliance with all Applicable Laws. The District may undertake any and all construction, maintenance, or repair work on the Premises that the District so chooses, and provided that the District gives EMV at least forty-eight (48) hours prior notice of such work, EMV shall make available such portion of the Premises as is necessary to carry out the work. Such work shall not materially interfere with or restrict EMV's use of the Premises or the Building. Notwithstanding the above, the District shall have the right, at any time and without notice to EMV, to make any emergency repairs to the Premises, that are not already being made by EMV. The District, in its reasonable discretion, shall determine the need for emergency repairs by the District and the manner in which they are made. EMV shall procure all goods and services necessary to perform the maintenance and repair work to the Premises. EMV shall accept all risks and responsibilities for the performance of any services by any subcontractors that it retains. EMV shall procure subcontractors that charge fair market prices for their services and perform their services in a professional and high quality manner. EMV shall be responsible for researching all subcontractor performance qualifications. No subcontracts shall extend beyond the term of this Agreement or extension period if such period has been exercised. EMV shall not enter into any subcontract with an aggregate value greater than \$25,000 without the prior written approval of the District.

7. Surrender of Premises

Upon the expiration or earlier termination of this Agreement, and without the need for a notice to quit, EMV covenants to deliver to the District the Premises in the same condition as at the beginning of the Agreement Term, ordinary wear and tear, and Alterations (as hereinafter defined) excepted and any and all records related to the operation of the Premises. EMV shall have the right to remove its personal property. Any items not removed by EMV prior to the expiration or earlier termination of this Agreement

shall be deemed abandoned and may be disposed of by the District at EMV's expense. EMV shall surrender the Premises free and clear of all liens, charges, or encumbrances thereon.

8. Assignment

(a) Required Approval. EMV shall not transfer, mortgage, encumber, or assign this Agreement without District's consent, which consent may be granted or denied in the sole discretion of the District.

9. Delivery of Premises

EMV agrees that the District has delivered the Premises to EMV in its "as is" condition as of the Commencement Date and EMV accepts the Premises in its "as is" condition. Notwithstanding the foregoing, it is understood and agreed that EMV shall bear no liability or responsibility for any violations or defects within the Premises existing upon the Commencement Date of the Agreement (or which have their genesis prior to the Commencement Date), nor shall EMV be responsible for any capital repair items necessary to bring the Premises into compliance with such laws, nor shall EMV be liable for any Operating Expenses incurred in any one month period which cannot be paid from Market Revenue generated during that period.

10. Right of Entry

EMV agrees that the District, its agents, or other representatives shall have the right upon forty-eight (48) hours notice to EMV to enter into and upon such Premises, or any part thereof, at all normal business hours for the purpose of examining, showing, or making repairs to same, and at any time, without notice, during an emergency as determined by the District in its reasonable discretion.

11. Alterations

(a) Definition. "Alterations" means additions, substitutions, installations, fixtures, appurtenances, changes and improvements to the Premises.

(b) Consent. EMV shall make no Alterations to the structure of the Building. With the District's reasonable consent, EMV may make non-structural interior Alterations that do not adversely affect the Building's appearance, value, or structural integrity. EMV may attach fixtures in or about the Premises, all of which shall be and remain on the Premises upon the termination of this Agreement.

(c) Construction of Alterations. Alterations shall be performed and completed (i) in accordance with plans and specifications that have been submitted to and approved in writing by the District, (ii) in a safe and workmanlike manner, (iii) in compliance with Applicable Laws and historical designations, (iv) using materials and installations at least equal in quality to the original Building standard materials and installations, (v) without disturbing the quiet possession of the Building tenants or subtenants, (vi) without interfering with the construction, operation, or maintenance of the Building, and (vii) with due diligence.

(d) Mechanic's Liens. EMV shall not knowingly permit any mechanic's lien to be filed against the Premises and EMV covenants and agrees to promptly discharge any valid lien that may be filed. EMV shall be responsible for the cost of removing any such liens that have been legally filed against the Premises and that remain on the Premises after the termination of this Agreement.

12. Indemnification

(a) In General. Following the Commencement Date of this Agreement (and solely to the extent not caused directly or indirectly, in whole or in part, by any pre-existing conditions at the Premises or the Building), EMV hereby indemnifies and agrees to defend and hold the District and all its officers, agents and employees harmless (i) from claims for personal injury, death, or property damage directly caused by

the negligence or willful misconduct of EMV, its agents, employees, contractors, subcontractors or invitees; and (ii) from all claims, demands, fines, liens, penalties, charges and orders, judgments and enforcement actions caused directly by EMV's or EMV's agents', employees', contractors', subcontractors' or invitees' use and occupancy of the Premises following the Commencement Date of this Agreement (and which does not have its genesis prior to the Commencement Date of this Agreement), and (iii) claims arising directly or indirectly, in whole or in part, out of Hazardous Substances (as hereinafter defined) that has been directly spilled, leaked, pumped or released by EMV (following the Commencement Date) or its agents, employees, contractors, subcontractors or invitees, on, under, or from the Premises, in violation of any Environmental Laws (as hereinafter defined). EMV and each of its sublessees, vendors and contractors shall indemnify the District as required in D.C. Code §37-112(b).

Following the Commencement Date of this Agreement, the District hereby indemnifies and agrees to defend and hold EMV and all its officers, agents and employees harmless (i) from claims for personal injury, death, or property damage directly caused by the negligence or willful misconduct of the District its agents, employees, contractors, subcontractors, or invitees (ii) from all claims, demands, fines, liens, penalties, charges and orders, judgments and enforcement actions directly caused by the District's use, occupancy or other acts undertaken within or relating to the Premises by the District or its agents, employees or invitees; and (iii) from any claims, demands, fines, liens, penalties, charges and orders, judgments and enforcement actions relating to any conditions existing, in whole or in part, prior to the Commencement Date of this Agreement. The parties agree and acknowledge that the District's monetary obligations that may arise from this indemnification are subject to the District's obtaining appropriate funds in its annual budget sufficient to pay same.

(b). Hazardous Substances Defined. As used in this Agreement, the term "Hazardous Substances" means any substance, material, condition, mixture or waste which is now or hereafter (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "oil," "pollutant," or "contaminant" under any provision of District, federal, or other Applicable Law; (ii) classified as radioactive material; (iii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. §1321 or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. §1317 ("Clean Water Act"); (iv) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"); (v) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. ("CERCLA"); (vi) determined to be a "hazardous chemical substance or mixture" pursuant to the Toxic Substances Control Act, 15 U.S.C. §2601 et seq. ("TOSCA"); (vii) identified for remediation, storage, containment, removal, disposal, or treatment in any District plan for the Building; or (viii) determined by the District or federal authorities to pose or be capable of posing a risk of injury to human health, safety or property (such substances to include petroleum and petroleum by products, asbestos, polychlorinated biphenyls, polynuclear aromatic hydrocarbons, cyanide, lead, mercury, acetone, styrene and "hazardous air pollutants" listed pursuant to the Clean Air Act, 42 U.S.C. §7412 et seq. ("Clean Air Act").

(c). Environmental Laws Defined. As used in this Agreement, "Environmental Laws" means every law, ordinance, regulation, judicial or administrative order or decree, permit, license, approval, authorization and similar requirement of every federal and District governmental agency or other governmental authority relating to any Hazardous Substances, including the Clean Water Act, the Clean Air Act, TOSCA, CERCLA, RCRA, the Hazardous Materials Transportation Act (49 U.S.C. §5101 et seq.), the Hazardous Substances Account Act, the Federal Hazardous Substances Act (15 U.S.C. §1261 et seq.), the Underground Storage Tank Act of 1984 (42 U.S.C. §991 et seq.), and the District of Columbia Underground Storage Tank Management Act of 1990 (D.C. Code §6-995.1 et seq.).

(d). Personal Property. EMV shall bear the risk of all loss, destruction or damage to any personal property placed by EMV on the Premises and the District shall not be liable for any damage to said personal property of EMV, unless directly caused by the negligence or intentional conduct of the District or its employees or agents.

(e). Limitations on the District. The District shall not be liable to EMV for any damage or injury to EMV which results when the District exercises any rights it has under this Agreement, unless directly caused by the negligence or intentional conduct of the District or its employees or agents.

13. Insurance

(a). Comprehensive General Liability Coverage. At all times during the term of this Agreement, EMV shall maintain a comprehensive general liability insurance, including public liability and broad form property damage, with a minimum combined single limit of liability of \$2,000,000, for personal injuries or deaths of persons occurring in or about the Premises. The District shall be named as an additional insured on all such policies.

(b). Certificates of Insurance. As of the Commencement Date, and on each anniversary of the Commencement Date during the term of this Agreement, EMV shall provide the District with a certificate of insurance for each policy required under this Agreement showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancelable and may not be materially modified except upon 60 days prior written notice to the District.

(c). Violation of Insurance Requirements. EMV shall not do or knowingly allow to be done or keep or knowingly allow to be kept anything in or about the Premises which will contravene any of the insurance coverages required herein and shall immediately cease any such activity or omission that is in violation of such insurance coverage, and shall be liable to pay the increase, if any, in the insurance premiums if EMV violates this clause.

(d). Sublessee and Subcontractor Requirements. EMV shall procure and maintain, and shall exercise reasonable efforts to insure its sublessees, vendors and subcontractors procure and maintain adequate liability insurance as required in D.C. Code §37-112(a).

14. Event of Casualty

Property Damage. It is expressly understood and agreed that EMV shall not be required to carry insurance for, and shall bear no liability or responsibility for, damage to the roof or other physical structure of the Building or the Premises regardless of cause. It is the express intent of the parties that the District shall be self-insured in all respects in terms of the property damage to the Building structure and fixtures (except trade fixtures that belong to EMV or sublessees) and the Premises.

15. Default

(a). Default. In the event EMV shall neglect to keep or perform any other covenant, agreement, or condition of this Agreement or shall fail to conform to any of the building rules and regulations now in force or hereafter adopted by the District, such failure to perform shall constitute an Event of Default. If an Event of Default occurs, the District shall give written notice of such default to EMV. In the event that such default is not corrected within thirty (30) days from the date of such notice or, with the written approval of the District, within such longer period of time that may be reasonably necessary for EMV to promptly and diligently cure such default, then this Agreement shall terminate by written notice at the option of the District.

(b). No Waiver of Default. No default of this Agreement by EMV or the District shall be deemed to have been waived unless expressly done so in writing by the District or EMV as the case may be.

16. Legal Fees and Interest

(a). Legal Fees. In addition to the foregoing, if after default, a debt collector or an attorney (including any attorney of the Office of the Corporation Counsel) is employed or directed to collect or enforce the monetary or other obligations evidenced by this Agreement or to assist the District in connection with its

exercise of any right, power, privilege, or remedy referred to herein, EMV agrees to pay promptly all costs incurred by the District with respect to collection or enforcement including reasonable attorney's fees and court costs provided the District is successful in such action. Additionally, in the event EMV is required to hire an attorney as a result of any default by the District pursuant to this Agreement, the District agrees to pay promptly all costs incurred by EMV with respect to such action, including reasonable attorney's fees and court costs provided EMV is successful in such action. The parties acknowledge and agree that the District's agreement to pay the above fees is subject to the appropriation of funds for same in the District's annual budget.

17. Signs

EMV agrees not to affix, exhibit, attach, or allow any signs, signboards, writing or printed matter on the interior or exterior of the Premises, other than signs reasonably necessary for the maintenance and operation of the Premises, in the surrounding area, or on the exterior of the Building without the prior written consent of the District, which consent shall not be unreasonably withheld. EMV, as part of its management responsibilities, agrees to design, plan and implement a standard signage package for the Premises. The cost for all signs shall be paid by the EMV as an Operating Expense.

18. Condemnation

If the whole or any part of the Premises is taken or condemned by any competent authority for any public use or purpose (it being agreed that no instrumentality of the District shall be deemed an authority for the purposes of this Agreement), this Agreement shall, at the option of the District, be terminated as of the date title vests in the condemning authority. The District shall be entitled to receive the entire condemnation award without apportionment with EMV. The Management Fee for that month shall be prorated as of the date of EMV's vacating as the result of said termination. If the District shall decide not to terminate this Agreement and part of the Premises has been taken, then this Agreement shall end as to the part taken and EMV's fee and other charges shall abate in proportion to the part taken, all as of the date title vests in the condemning authority.

19. Notices

(a). Address. Any notices required to be given under this Agreement shall be in writing and delivered by regular and certified mail, postage prepaid, or by hand or by private, reputable overnight commercial courier service, to the parties at the following addresses. Notices shall be deemed received three (3) business days after mailing and on the date of delivery by hand or overnight service with a receipt for delivery or refusal to accept delivery.

To the District at:

Office of Property Management
441 4th Street, N.W. Suite 721
Washington, D.C. 20001
Attention: Chief Property Management Officer

To the EMV at:

Eastern Market Venture, Inc.
4590 MacArthur Boulevard, First Floor
Washington, DC 20007
Attn: Stuart Smith

With a copy to:

Eastern Market Venture, Inc.
9320 Annapolis Road, Suite 100
Lanham, Maryland 20706
Attn: Bruce Cook

(b). Service of Process. EMV does hereby irrevocably designate and appoint Stuart Smith, c/o Eastern Market Venture, Inc., 4590 MacArthur Boulevard, First Floor, Washington, DC 20007 for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia as well as

service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this Agreement or the obligations required hereunder.

(c). Change of Address. The parties shall promptly notify each other of any change of address.

20. Authority of Parties

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

(b). EMV's Representations. By executing this Agreement, EMV represents to the District that: (i) it is authorized to enter into, execute and deliver this Agreement and perform its obligations hereunder; (ii) this Agreement is effective and enforceable against EMV in accordance with its terms; (iii) the person signing on behalf of EMV is duly authorized to execute this Agreement; and (iv) no other signatures or approvals are necessary in order to make all of the representations of EMV contained in this paragraph true and correct. EMV represents that it is in good standing in its place of organization and will remain so for so long as the Agreement is in effect. EMV further represents that it has received no notice of default or deficiency with respect to any other obligation to the District, whether or not arising under this Agreement. Neither EMV, nor any of its officers, directors, principals, or stockholders is a defendant in any pending action instituted by the District. EMV shall for the term of this Agreement, remain a non-profit corporation in compliance with all Applicable Laws, and in the event that EMV does not maintain such status in good standing, the District may terminate this Agreement if EMV does not cure such non-compliance upon thirty (30) days notice from the District to EMV, or such additional time as may reasonably be required, provided EMV is diligently pursuing efforts to cure.

21. No Option on Review of Agreement

The submission of this Agreement for examination or consideration by EMV or discussions between the District and EMV does not constitute a reservation of or option for the Premises or any other space in the Building, and this Agreement shall be and become effective as an Agreement only upon legal execution and delivery hereof by the District and EMV.

22. Relationship of the Parties

Nothing herein contained shall be deemed or construed by the parties or by any third party as creating the relationship of partnership, joint venture, or any association between the parties hereto other than the relationship of lessor/owner and lessee/manager. This Agreement is made for the benefit of the parties hereto and not for the benefit of any third party.

23. Provisions Severable

If any provision of this Agreement or the application thereof to any person or circumstance is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall continue in effect and be enforceable to the fullest extent permitted by law.

24. Remedies Cumulative; No Waiver

The rights and remedies granted herein or by law or equity are separate and no one of them, whether or not exercised, shall be deemed to exclude other rights or remedies. No waiver by a party and no failure of

a party to exercise, and no custom or practice of the parties at variance with the terms hereof, shall constitute a continuing waiver of any right or remedy granted hereunder.

25. Interpretation

The captions, table of contents, and headings appearing in the Agreement are inserted only as a matter of reference and in no way amplify, restrict, define, or modify the scope or intent of any provisions of the Agreement. The neuter, feminine, and masculine pronouns when used in the Agreement shall each include each of the other genders. The parties hereto agree that all of the provisions of this Agreement are to be construed as covenants and agreements as though the words imparting such covenants and agreements were used in each separate provision hereof. Although the provisions of the Agreement were drafted by the District, the terms of the Agreement were fully negotiated by the parties and shall not be construed for or against the District or EMV, but the Agreement shall be interpreted in accordance with the general meaning of the language herein contained in an effort to reach the intended result.

26. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

27. Governing Law and Waiver of Jury Trial

- (a). The Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the District of Columbia.
- (b). The parties hereby waive trial by jury in any action, proceeding, or counterclaim on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of the parties, the parties' use or occupancy of the Premises and/or any claim of injury or damage.

28. Time of the Essence

Time is of the essence with respect to the performance of all obligations by either party under this Agreement.

29. Survival of Remedies

Each party's remedies shall survive the termination of this Agreement whether such termination is caused by the Default of the other party or otherwise.

30. Waiver of Redemption

EMV hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event this Agreement is terminated. The rights given to the District herein are in addition to any right that may be given to the District by any statute or otherwise.

31. EMV Covenants

In regard to use and occupancy of the Premises, EMV shall exercise best efforts, subject to the sufficiency of revenue generated by market operations within the Premises, to:

- (a). maintain the Premises and all entrances and exits of the Premises in a clean, orderly, and sanitary condition, including keeping these areas free and clear of ice and snow;
- (b). make routine repairs needed to comply with all recommendations of the D.C. Fire Marshall now or hereafter in effect; and

- (c) conduct its business in all respects in a dignified manner in accordance with high standards consistent with the quality of operation of the Building and as a fiduciary of the District.

32. Negative Covenants

In regard to use and occupancy of the Premises, and common facilities if applicable, EMV will not knowingly:

- (a) Place or maintain (for more than forty-eight (48) hours) any merchandise, trash, refuse, or other articles in any vestibule or entry of the Premises, in the corridors adjacent thereto or elsewhere on the exterior of the Premises, and any other common facility;
- (b) Use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Building which is in any manner audible or visible outside of the Premises as determined by the District in its reasonable discretion;
- (c) Permit accumulations of garbage, trash, rubbish, or other refuse within or without the Premises;
- (d) Cause or permit objectionable odors to emanate or be dispelled from the Premises;
- (e) Solicit business in the common facilities;
- (f) Permit the parking of delivery vehicles so as to interfere with the use of any driveway, sidewalk, parking area, public street or alley, or any common facility in the Building; or
- (g) Permit any new use within the Premises that would exceed the floor load that the floor was designed to carry or that is allowed by law.

33. Force Majeure

The parties shall be excused from performing an obligation or undertaking provided for in this Agreement so long as the performance is prevented or delayed, retarded, or hindered by an act of God, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure or unavailability of transportation, strike, lockout, actions of labor unions, a taking by eminent domain, requisition, laws, orders of government or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Building and comparable properties in the District of Columbia), or any other cause, whether similar or dissimilar to the foregoing not within the reasonable control of the District or EMV, as the case may be, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Force Majeure").

34. Entire Agreement

This Agreement, including all attachments, contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and negotiations pertaining to such subject matter are superseded by and merged into this Agreement. This Agreement may not be amended, modified or discharged, nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.

35. Successors and Assigns

This Agreement and all of its provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

36. Third Party Beneficiaries

Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of any person or entity other than the parties hereto.

IN WITNESS WHEREOF:

The District of Columbia has on this 21 day of Dec, 2001, caused these presents to be signed by Timothy Diamond, its Director and properly attested, and its corporate seal to be affixed and does hereby appoint _____ its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

District of Columbia
A Municipal Corporation

By: [Signature]
[name]
[title]

Witness/Attest:

By: Annice Dehetti
[Title] Counsel, OFM

Approved as to Legal Sufficiency:

[Signature]
Assistant Corporation Counsel, D.C.
December 21, 2001

EMV has on this 21st day of December, 2001, caused these presents to be signed by Stuart F. Smith, its President, and properly attested, and its corporate seal to be affixed and does hereby appoint _____ its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

Eastern Market Venture, Inc.
A District of Columbia Non-profit Corporation

By: [Signature]
[name] STUART F. SMITH
[title] PRESIDENT

Witness/Attest:

By: Andrea Hubbard [Corporate Seal]

**FIRST AMENDMENT AND EXTENSION OF
LEASE AND PROPERTY MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT AND EXTENSION OF LEASE AND PROPERTY MANAGEMENT AGREEMENT is made this 1st day of January, 2003, by and between EASTERN MARKET VENTURE, INC. ("EMV") and the DISTRICT OF COLUMBIA, a municipal corporation (hereinafter the "District").

WHEREAS, EMV and the District executed a Lease and Property Management Agreement dated December 21, 2001 (the "Agreement") for the use and operation of portions of the Historic Eastern Market located at 225 7th Street, S.E., Washington, DC 20009; and

WHEREAS, the terms and conditions of the Agreement are incorporated herein by reference and acknowledged to be binding upon both parties; and

WHEREAS, EMV and the District now desire to amend the Agreement by extending the term thereof and modifying certain terms and conditions contained therein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. TERM: The term of the Agreement is hereby extended for an additional five (5) years commencing January 1, 2003 and terminating December 31, 2007 (the "Extended Term"). EMV shall have the right to extend the term of the Agreement for an additional five (5) year period commencing January 1, 2008 and terminating December 31, 2013 by giving the District six (6) months written notice, prior to the expiration of the Extended Term. In the event that the District and EMV are not able to agree on new terms for the additional five-year extension, than EMV's right to extend the term shall terminate and the Lease shall terminate at the end of the Extended Term.
2. MARKET MANAGER FEE: The Market Manager Fee shall remain unchanged for the first and second years of this Agreement and on the subsequent annual anniversary of years three, four, and five, the annual fee shall be increased by three percent (3%).
3. NOTICES: Section 19 of the Agreement shall be changed by providing that all notices to EMV shall be delivered to: Eastern Market Venture, Inc. c/o Site Realty Group, 9320 Annapolis Road, Lanham, MD 20706 Attn: Bruce S. Cook; with a required copy to: Eastern Market Venture, Inc., 2450 Virginia Avenue, NW; Suite E-216, Washington DC 20037 Attn: Stuart Smith.
4. ADOPTION OF BUSINESS PLAN: The business plan submitted by EMV to the District and EMCAC (the "Business Plan"), is incorporated herein by

reference. EMV agrees to exercise its best efforts to adhere to the Business Plan in furtherance of its objectives to operate and improve the Market. If EMV substantially deviates from the business plan, EMV must obtain prior approval from the District. The District shall conduct written biennial performance reviews of EMV. The District shall present such reviews to EMCAC and to the Market Manager. EMV shall cure any defaults in accordance with the provisions of Section 15 of the Agreement.

5. NORTH HALL: In the event ongoing litigation between the District and current management of the North Hall is resolved and the District requests EMV manage the North Hall and all activities associated therewith, the Market Manager Fee shall be increased by Two Thousand Dollars per month. EMV shall manage the North Hall under the same terms and conditions of the Agreement.
6. MANAGEMENT RESPONSIBILITIES: EMV shall provide onsite personnel for approximately ten hours during a week, the distribution of which may vary with holidays and other needs of the market. EMV onsite personnel shall be knowledgeable about the operations of the Eastern Market and EMV shall publish and maintain its onsite office hours to all of the vendors in the Eastern Market. In the event that EMV subcontracts any of the onsite personnel described in this section (6), EMV shall pay the cost of such subcontracts out of its Market Manager Fee.
7. MAINTENANCE AND REPAIRS: In accordance with Section 6 of the Agreement, for each procurement of goods and services in an amount greater than ten thousand dollars and less than or equal to twenty-five thousand dollars, EMV shall obtain at least three oral quotations from vendors for the goods and services to be purchased. For each procurement of goods and services for more than twenty-five thousand dollars, EMV shall obtain at least three written quotations from vendors for the goods and services to be purchased.
8. PROFESSIONAL FEES: EMV shall pay all legal fees associated with its existence and operation as a non-for-profit entity. All legal fees associated with collections from individual tenants, lease negotiations with individual tenants, and the establishment of common rules and regulations governing market operations shall be an Operating Expense paid from Market Revenue. All property tax service fees shall be deemed a Market Expense.
9. CONFLICT OF TERMS. Except as expressly amended herein, all terms and conditions in the Lease shall remain in full force and effect, and all capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease. In the event of any conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

10. LEGAL DISPUTES. The parties acknowledge and agree that in the event of a dispute between the parties concerning EMV's right to the possession of the Eastern Market, such dispute shall be subject to the jurisdiction of the Landlord Tenant branch of the District of Columbia Superior Court. The parties acknowledge and agree that all disputes concerning EMV's management responsibilities shall be subject to the jurisdiction of the District of Columbia Contract Appeals Board.

11. EXECUTION OF AGREEMENT. EMV and the District agree that this Agreement shall be binding upon both parties.

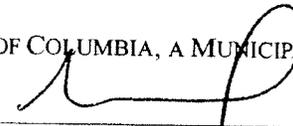
IN WITNESS WHEREOF, the parties have executed this Amendment and Extension to Lease and Property Management Agreement as of the date and year first written above intending it to be a document under seal.

WITNESS:



DISTRICT OF COLUMBIA, A MUNICIPAL CORPORATION

BY:



Timothy F. Dimond
Chief Property Management Officer

ATTEST/WITNESS

EASTERN MARKET VENTURE, INC.

By:



APPROVED FOR LEGAL SUFFICIENCY:



Joan McKenzie
Senior Corporation Counsel

FINAL

**SECOND AMENDMENT AND EXTENSION OF
LEASE AND PROPERTY MANAGEMENT AGREEMENT**

THIS SECOND AMENDMENT AND EXTENSION OF LEASE AND PROPERTY MANAGEMENT AGREEMENT is made this 1st day of May, 2004, by and between **EASTERN MARKET VENTURE, INC. ("EMV")** and the **DISTRICT OF COLUMBIA**, a municipal corporation, acting by and through the Office of Property Management (hereinafter the "District").

WHEREAS, EMV and the District executed a Lease and Property Management Agreement dated December 21, 2001 (the "Agreement") for the use and operation of portions of the Historic Eastern Market located at 225 7th Street, S.E., Washington, DC 20009; and

WHEREAS, the Agreement was amended by a First Amendment and Extension of Lease and Property Management Agreement dated January 1, 2003 (the "First Amendment"); and

WHEREAS, the terms and conditions of the Agreement and the First Amendment are incorporated herein by reference and acknowledged to be binding upon both parties; and

WHEREAS, EMV and the District now desire to enter into a Second Amendment and Extension of Lease and Property Management Agreement (the "Second Amendment") by modifying certain terms and conditions contained therein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **EASTERN MARKET MANAGEMENT AND REGULATION**: The Agreement and the First and Second Amendments (collectively, the "Agreement as amended") shall be consistent with the provisions of D.C. Official Code § 37-101 et seq. (the "Eastern Market Act"). All defined terms used in the Eastern Market Act shall have the same meanings when used in the Agreement as amended. In the event of a conflict between the Agreement as amended and the Eastern Market Act, the Eastern Market Act shall control.
2. **PREMISES**: The Premises shall be amended to include the entire Eastern Market building and Eastern Market Square as such terms are defined in the Eastern Market Act. EMV shall have the exclusive right to manage and operate all activities on the Premises seven days per week.
3. **MARKET MANAGER FEE**: The District shall pay to EMV an additional a fee of Fifteen Hundred Dollars (\$1,500) per month (the "North Hall Management Fee") for the management of the North Hall, the North Plaza and the East Wall, commencing upon the execution of this Second Amendment. The North Hall Management Fee set forth

in this Section 3 supercedes the fee set forth in Section 5 of the First Amendment. The North Hall Management Fee is in addition to the Market Manager Fee agreed to in the Agreement and the First Amendment. The North Hall Management Fee shall increase by three (3%) annually on the anniversary of the commencement date of this Second Amendment. In the event the North Hall ceases to be sub-leased by Market 5 Gallery at any time during the term of this Agreement as amended, the North Hall Management Fee shall be increased to \$2,000.00 per month as set forth in Section 5 of the First Amendment, plus any accrued annual increases.

4. USE OF PREMISES AND MANAGEMENT RESPONSIBILITIES: EMV shall operate the Premises in a safe, clean, sanitary, professional, hospitable and lawful manner in accordance with the Eastern Market Act. EMV shall provide comprehensive oversight and exercise its best efforts to provide that Market 5 Gallery operates the North Hall, North Plaza and East Wall for arts, crafts, art activities, vending and other activities specified in the Eastern Market Act and in accordance with the terms and conditions of its Sublease Agreement. EMV shall recommend potential uses, if any, for the basement, subject to the prior written approval of the District. EMV shall provide onsite personnel in accordance with Section 6 of the First Amendment. Contemporaneously with the execution of this Second Amendment, EMV shall enter into a sublease with Market Five Gallery, Inc. to be approved by EMV and the District.
5. MAINTENANCE AND REPAIRS: EMV shall continue to procure bids for all repairs and maintenance at the Eastern Market in accordance with Section 7 of the First Amendment and Section 6 of the Agreement.
6. CONFLICT OF TERMS. Except as expressly amended herein, all terms and conditions in the Agreement and First Amendment shall remain in full force and effect, and all capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. In the event of any conflict between the terms of the Agreement, the First Amendment and this Second Amendment, the terms of this Second Amendment shall control.
7. EXECUTION OF AGREEMENT. EMV and the District agree that this Second Amendment may be executed in counterparts. The parties intend that faxed signatures and a faxed copy of this Second Amendment containing the signatures (original or faxed) of all parties, in counterpart, shall be binding upon both parties.

IN WITNESS WHEREOF, the parties have executed this Second Amendment and Extension to Lease and Property Management Agreement as of the date and year first written above intending it to be a document under seal.

DISTRICT OF COLUMBIA, A MUNICIPAL CORPORATION

BY: Carol J. Mitten
Carol J. Mitten
Chief Property Management Officer

ATTEST/WITNESS

EASTERN MARKET VENTURE, INC.

By: Bruce S. Cook
Bruce S. Cook
Market Manager

APPROVED FOR LEGAL SUFFICIENCY:

By: Joan E. McKenzie
Joan E. McKenzie, Senior Counsel

**THIRD AMENDMENT AND EXTENSION OF
LEASE AND PROPERTY MANAGEMENT AGREEMENT**

THIS THIRD AMENDMENT OF LEASE AND PROPERTY MANAGEMENT AGREEMENT (the "Third Amendment") is made this ____ day of August, 2007, by and between EASTERN MARKET VENTURE, INC. ("EMV") and the DISTRICT OF COLUMBIA, a municipal corporation (hereinafter the "District").

WHEREAS, EMV and the District executed a Lease and Property Management Agreement dated December 21, 2001 and a First Amendment and Extension of Lease, a Property Management Agreement dated January 1, 2003 and a Second Amendment and Extension of Lease and Property Management Agreement dated May 1, 2004 and a letter of intent agreement dated August 2, 2007 (the "Lease") for the use and operation of portions of the Historic Eastern Market located at 225 7th Street, S.E., Washington, DC 20009; and

WHEREAS, the current term of the Lease expires December 31, 2007 and EMV desires to extend the term of the Lease and the District would like to retain EMV beyond the current term of the Lease; and

WHEREAS, on or about April 30, 2007 a fire caused significant damage to the southern portions of the Eastern Market Building, resulting in the displacement of all interior merchants in the South Hall and causing the District to erect a temporary structure to house the displaced South Hall interior market; and

WHEREAS the Parties have agreed that EMV's market manager responsibilities over the interior South Hall market shall continue in that market's new location in a temporary structure (the "East Hall"); and

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **TERM**: The Term of EMV's continued lease and management of the Premises shall begin on August 6, 2007 (the "Commencement Date") and shall terminate on June 30, 2008. The District shall have the right to extend the Lease under the then existing terms for an additional six (6) months commencing July 1, 2008 and terminating December 31, 2008 by giving EMV sixty (60) days written notice prior to expiration of the Term. EMV shall have the right to decline such extension by providing written notice to the District within ten (10) business days following receipt of the notice to exercise the option to extend.
2. **MARKET MANAGER FEE**: Beginning on the Commencement Date, the District shall pay to EMV Eighteen Thousand Seven Hundred Fourteen and 15/100

(\$18,714.15) per month for all services rendered in connection with the Lease, including such additional services as provided under this Third Amendment.

3. **DESCRIPTION OF PREMISES.** The premises are located at and near Lot 800 in Square 872 in the District of Columbia, with a street address of 225 7th Street, S.E., Washington, D.C. 20009, (the "Building" or "Eastern Market Building"). The premises consist of: (i) the South Hall, Center Hall, rear drive alley behind the Building, on Mondays through Saturdays that part of the exterior plaza of Eastern Market occupied by the Farmers' Line, and on Sundays all of the Eastern Market Square occupied by authorized Farmer vendors (collectively, the "South Hall Premises"), (ii) the North Hall, on Mondays through Saturdays the North Plaza, and on Sundays all of the Eastern Market Square not occupied by authorized Farmer vendors (collectively, the "North Hall Premises"), and (iii) the temporary structure constructed and located at the northern end of the Hine Jr. High School playground between 7th and 8th Streets S.E. in Square 901 in the District of Columbia, now referred to as the East Hall, collectively the "Premises".
4. **APPLICABILITY OF EASTERN MARKET ACT:** The Parties acknowledge that the Eastern Market Act does not apply to the East Hall except insofar as the Parties may elect to apply the Act, in part or in whole, through the terms of this Agreement. EMV hereby agrees, in its management of the East Hall, to abide and be bound by the provisions of the Eastern Market Act to the extent specifically provided in this Agreement.
5. **USE:** EMV agrees that it shall operate the Premises, subject to all existing sub-leases and sub-tenants in occupancy, solely for the following uses: (i) a market for the wholesale and retail sale of foods and other commodities normally sold in an indoor urban fresh food market and an outdoor Farmers' Line, (ii) a community arts center and public meeting space in the North Hall Premises, (iii) an arts and crafts market and a flea market on the North Plaza, and (iv) the sale and service of food for immediate consumption subject to D.C. Code §37-106(d). EMV's role is that of a Market Manager and EMV may not engage in retail or wholesale sales on the Eastern Market Square as defined in D.C. Official Code §37-105(c). EMV shall operate the Premises in accordance with the requirements of D.C. Official Code §37-105 through §37-112.
6. **DUTIES:** EMV's duties, obligations and rights under the Lease shall remain the same throughout the extended term provided for in this Third Amendment, except as supplemented as provided in paragraph 7 below, and shall extend to the management of the entire Premises, including the existing sub-lease applicable to the North Hall, the Farmer's Line, the exterior weekend Farmer's Line vending activities, as well as management of the East Hall.

7. In addition to those duties outlined in the Lease, EMV's duties shall also include the following additional responsibilities:
 - a. Assist in the coordination of outside events that occur at the Premises;
 - b. Provide an interim business plan for Eastern Market within two weeks of full execution of this Third Amendment;
 - c. Meet with all displaced interior South Hall merchants (the "Merchants") to ascertain space and equipment requirements (The District acknowledges that EMV has already completed this task, except with respect to any outstanding equipment orders or order problems of which the District shall provide detailed information to EMV for follow-up);
 - d. Provide recommendations to the Office of Property Management with respect to proposed layout and placement of Merchants within the East Hall and provide the Office of Property Management with a site map showing the locations for all vendors and updated contact information for each vendor (The District acknowledges that EMV has completed this task and that Merchants are already open for business. To the extent that the District requires an additional copy of the space layout EMV will provide same upon request);
 - e. Assist Merchants in obtaining any initial health department approvals which may be required;
 - f. Consult and assist in development of interior sign scheme for the East Hall;
 - g. Prepare, in consultation with the Office of Property Management, new space assignments for individual Merchants (The District acknowledges that EMV has already completed task and that merchants are already in occupancy and open for business);
 - h. Attend meetings with Merchants, the Office of Property Management's designated construction manager, architects, engineers and other designated community groups regarding issues affecting the construction and operation of the East Hall (The District acknowledges that EMV has already started this task and that such task is currently underway). EMV shall not be liable if design and construction of the East Hall is insufficient in any respect; and
 - i. Otherwise assist the District in the orderly administration of the Merchants' relocation process to the East Hall;
8. EASTERN MARKET OPERATING ACCOUNT: As provided in the Lease, on a quarterly basis, EMV shall deposit the balance of the Eastern Market Operating Account, less any reserves deemed advisable by the District in consultation with EMV, in excess of twenty thousand (\$20,000) dollars, if any, into the Eastern Market Enterprise Fund ("Fund") that has been established by the District pursuant to D.C. Code §37-103.

9. **REPORTING REQUIREMENTS:** (a) EMV shall prepare the budgets and reports set forth in D.C. Code §37-105(f) and as otherwise as provided in the Lease throughout the Extended Term. The monthly itemized report of all Market Revenue and Operating Expenses of the preceding month shall distinguish between the South Hall Premises, North Hall Premises, and East Hall.
10. **UTILITIES:** EMV shall be responsible to pay from the Operating Account (to the extent funds generated from market activities or advanced by the District permit) all charges for electricity, natural gas, trash removal, minor repairs, and all other utility, operating and personnel charges pertaining to the operation of the Premises, as a Market expense when the same shall become due and payable. EMV will coordinate the provision of heat, air conditioning, and running water for the Premises to the extent the present facilities permit and subject to any existing service or other agreements implemented by Turner Construction or the District in connection with the construction of the East Hall. The parties hereto understand that EMV shall have the utilities billed directly to EMV, in EMV's name, except in instances where the utilities are paid directly by individual subtenants. The District acknowledges that utilities for the East Hall are not separately metered to individual merchants. The District shall provide EMV written direction detailing how EMV shall allocate and apportion utility charges for the East Hall merchants so such costs can be paid by the East Hall Merchants on an equitable basis and included as part of the rental charges billed to East Hall merchants.
11. **ON-SITE AND EMERGENCY PERSONNEL:** In addition to any existing personnel requirement set forth in the Lease, EMV shall also provide, at its cost and expense, on-site personnel with decision-making authority for not less than four (4) set hours per day on Saturdays and Sundays throughout the Term of the Lease. EMV on-site personnel shall be knowledgeable about the operations at the Premises and EMV shall notify all merchants and vendors, and post in a prominent place at the Market Manager's East Hall office its on-site office hours. The emergency contact information as of the Commencement Date is as follows: Bryan Cook and/or Charles Nelson, Eastern Market Venture, Inc. 2141 Industrial Parkway, Silver Spring, MD 20904; Office Phone: 301 622-9300; Cell (301) 674-4400 and/or Cell (301) 674-4358.
12. **NOTICES:** Section 19 of the Lease shall be changed by providing that all notices to EMV shall be delivered to: Eastern Market Venture, Inc. c/o Site Realty Group, 2141 Industrial Parkway, Silver Spring, MD 20904; with a required copy to: Eastern Market Venture, Inc., 2450 Virginia Avenue, NW; Suite E-216, Washington DC 20037; all notices to the District shall be sent as follows: To the District at: Office of Property Management, 441 4th Street, N.W. Suite 721, Washington, D.C. 20001, Attention: Chief Property Management Officer, With a copy to: Office of the Attorney General, 441 4th Street, N.W. Suite 721, Washington, D.C. 20001, Attention: Real Estate

Section. The parties shall promptly notify each other, in writing pursuant to this section, of any change of address.

13. NEGATIVE COVENANTS: References to "Building" in Paragraph 32 (Negative Covenants") of the Lease are hereby replaced with "Building or East Hall."
14. WRITTEN AGREEMENTS: EMV shall take the Premises subject to all existing subleases, contracts, and other written agreements including service contracts entered into by Turner Construction in connection with construction of the East Hall. EMV will provide copies of all such currently existing written agreement to the Office of Property Management upon execution of this Agreement to the extent they are in EMV's possession.
15. VENDOR LICENSE AND EQUIPMENT USAGE AGREEMENTS: Pursuant to D.C. Code §37-106, EMV shall exercises its best efforts to require each East Hall vendor or subtenant to enter into a written contract with EMV (and upon any vendor's failure to do so undertake such additional action as may reasonably be directed by the District , in such form as may be prepared and approved by the District in consultation with EMV, which provides the terms and conditions of the vendor's use and occupancy of the Premises and use of equipment provided by the District, as listed in Exhibit A (the "**Market Equipment**") and whereby the vendor agrees to release and indemnify the District of Columbia and EMV against any and all claims and liabilities arising from the vendor or subtenant's use of the Premises and the equipment supplied to the vendor or subtenant within the Premises.
16. OVERSIGHT OF MARKET EQUIPMENT: The parties hereby acknowledge that EMV has agreed to manage the East Hall which contains the Market Equipment purchased by the District for use by the vendors. EMV agrees to exercise commercially reasonable efforts to oversee and manage the use and return of the Market Equipment (if EMV is still Market Manager at the time of such return) and take commercially reasonable efforts to safeguard the Market Equipment from theft or loss. EMV's responsibility shall also include facilitating warranty requests between the Merchants and equipment suppliers by maintaining and providing warranty documentation and records, to the extent such warranty information and records are provided to EMV by the District. Notwithstanding the foregoing, the parties agree that the Market Equipment is the personal property of the District, that the District shall insure or elect to be self-insured with respect to the equipment, and that EMV shall have no liability for the loss, damage or theft of such equipment unless caused by EMV's willful misconduct, gross negligence or material violation of the terms of this Third Amendment.
17. CONFLICT OF TERMS. Except as expressly amended herein, all terms and conditions in the Lease shall remain in full force and effect, and all capitalized terms not otherwise defined herein shall have the meaning set forth in the

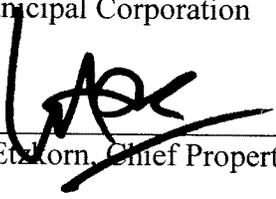
Lease. In the event of any conflict between the terms of the Lease and this Third Amendment, the terms of this Third Amendment shall control. Any reference to Corporation Counsel in the Lease is hereby amended to read "Office of the Attorney General." Any term that is not defined herein or in the Lease shall have the meaning prescribed in the Eastern Market Act.

18. EXECUTION OF AGREEMENT. EMV and the District agree that this Agreement may be executed in counterparts. The parties intend that faxed signatures and a faxed copy of this Agreement containing the signatures (original or faxed) of all parties, in counterpart, shall be binding upon both parties.

IN WITNESS WHEREOF, the parties have executed this Third Amendment and Extension to Lease and Property Management Agreement as of the date and year first written above intending it to be a document under seal.

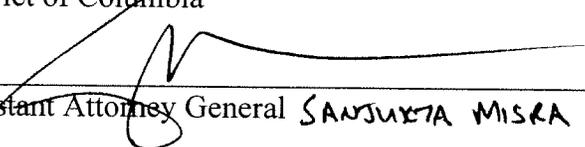
LANDLORD:

District of Columbia
A Municipal Corporation

By: 
Lars Etzkorn, Chief Property Management Officer

Date: 14/ Sept 07

Approved as to Legal Sufficiency:
Office of the Attorney General for the
District of Columbia

By: 
Assistant Attorney General SANJUXTA MISRA

Date: 9/11/07

TENANT:

Eastern Market Venture, Inc.
A not-for-profit corporation
A District of Columbia Non-profit Corporation

By: _____ Date: _____
Name & Title:

Witness:

By: _____ Date: _____

Lease. In the event of any conflict between the terms of the Lease and this Third Amendment, the terms of this Third Amendment shall control. Any reference to Corporation Counsel in the Lease is hereby amended to read "Office of the Attorney General." Any term that is not defined herein or in the Lease shall have the meaning prescribed in the Eastern Market Act.

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LANDLORD:

District of Columbia
A Municipal Corporation

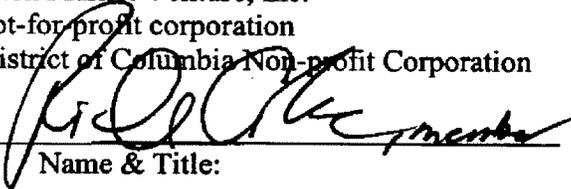
By: _____ Date: _____
Lars Etzkorn, Chief Property Management Officer

Approved as to Legal Sufficiency:
Office of the Attorney General for the
District of Columbia

By: _____ Date: _____
Assistant Attorney General

TENANT:

Eastern Market Venture, Inc.
A not-for-profit corporation
A District of Columbia Non-profit Corporation

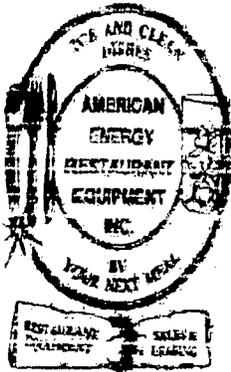
By:  _____ Date: 9-6-07
Name & Title:

Witness:

By:  _____ Date: 9/6/07

12

EXHIBIT A



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

6/22/2007

ISIAH

To: Turner Construction
 ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203

From:
 Abe Khatib
 Phone: 0

Phone: (703) 841-7010
 Fax: (703) 841-5245

Project: BLUE IRIS FLOWERS
 EASTERN MARKET

Item	Qty	Description
1	1	ea CUSTOMFABRICATE INDOOR ONE COMPARTMENT COOLER WITH Bally Refrigerated Boxes Model No. CUSTOM CUSTOMFABRICATE INDOOR ONE COMPARTMENT COOLER WITH A SET OF 3 - 23" X72" GLASS DOORS W/ LIGHTS AND SHELVES. Weight: 2839.52 lbs. total Extended Total for Item No. 1:
2	1	ea SINK 1-COMPARTMENT Eagle Group Model No. 1818-1-16/3 Class: 150 Packed: each Square-Corner Sink, One Compartment, 18" front-to-back x 18"W sink compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel 1 ea 300716 Faucet, 12"L, splash-mounted mixing faucet, 8" centers, swing nozzle Weight: 53 lbs. total Extended Total for Item No. 2:
3	1	ea SINK, HAND Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved Weight: 10 lbs. total Extended Total for Item No. 3:
4	1	ea FREIGHT OVERRIDE FREIGHT OVERRIDE Model No. FREIGHT Freight Override Extended Total for Item No. 4:
5	1	ea INSTALLATION OVERRIDE INSTALLATION OVERRIDE Model No. INSTALLATION Installation Override

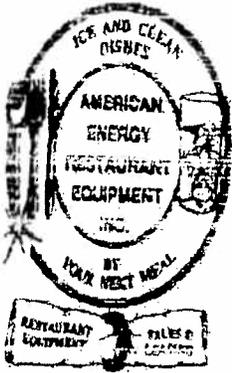
BLUE IRIS FLOWERS

ISIAH

Extended Total for Item No. 5:

Total

Acceptance: Isiah Brunson Date: 5-22-07
Printed Name: ISIAH BRUNSON



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

8/22/2007

BOWERS

To: Turner Construction
 ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203

From:
 Abe Khatib
 Phone: 0

Phone: (703) 841-7010
 Fax: (703) 841-5245

Project: BOWERS FANCY DAIRY PRODUCTS

Item	Qty	Description
✓ 1	1	ea CUSTOM FABRICATE WALK-IN COOLER MEASURING 6' X8' W Bally Refrigerated Boxes Model No. CUSTOM CUSTOM FABRICATE WALK-IN COOLER MEASURING 8' X8' W/ REFRIGERATION Extended Total for Item No. 1:
✓ 2	1	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS35-8 Deli Service Case, double duty, 95"L, self-contained refrigeration, gravity coil system, (1) adjustable mezzanine shelf, s/s top, white interior & exterior, 1/2 HP, 115v, 11.2 amps 1 ea 90 day labor/service warranty, standard Weight: 900 lbs. total Extended Total for Item No. 2:
✓ 3	1	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. R-CDS35-10 Deli Service Case, double duty, 120"L, designed for remote refrigeration, gravity coil system, (1) adjustable mezzanine shelf, s/s top, white interior & exterior, 115v, 2.4 amps 1 ea 90 day labor/service warranty, standard Weight: 1175 lbs. total Extended Total for Item No. 3:
4	1	ea MERCHANDISER, OPEN Howard/McCray Model No. HAP46-2 Multipurpose Open Merchandiser, 46"L, self-service, open front, self-contained refrigeration, air-cooled, (5) adjustable shelves, lighted canopy, 3/4 HP top mount compressor, designer white aluminum, 115v, 18.9 amps 1 ea 90 day labor/service warranty, standard

Not needed
Instead of...

BOWERS FANCY DAIRY PRODUCTS

BOWERS FANCY DAIRY PRODUCTS

BOWERS

Weight: 670 lbs. total

Extended Total for Item No. 4:

6 SINK 1-COMPARTMENT

Eagle Group Model No. 1818-1-16/3 Class: 150 Packed: each
Square-Corner Sink, One Compartment, 16" front-to-back x 16"W sink
compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel
1 ea 300716 Faucet, 12"L, splash-mounted mixing faucet, 8" centers, swing
nozzle

Weight: 53 lbs. total

Extended Total for Item No. 5:

6 1 ea SINK, HAND

Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each
Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with
deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved

Weight: 10 lbs. total

Extended Total for Item No. 6:

7 1 ea WORK TABLE, 72" LONG

Eagle Group Model No. T30728 Class: 70 Packed: each
Work Table, 30"W x 72"L, 16 ga type 430 stainless steel top w/rolled
edges front & back, sq. tumdown ends, 18 ga galv. adjust. undershelf,
1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet

Weight: 84 lbs. total

Extended Total for Item No. 7:

8 1 ea FREIGHT OVERRIDE

FREIGHT OVERRIDE Model No. FREIGHT
Freight Override

Extended Total for Item No. 8:

9 1 ea INSTALLATION OVERRIDE

INSTALLATION OVERRIDE Model No. INSTALLATION
Installation Override

Extended Total for Item No. 9:

Acceptance: J. Raymond Bowers Date: 8-23-07

Printed Name: J. Raymond BOWERS

Mark A Bowers 8/23/07



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

*Requested 8ft display case
double duty w/ 2
mezzanine shelves*

DELIA

8/22/2007

To: Turner Construction
ENGERS
3865 WILSON BLVD.
Arlington, VA 22203

From:
Abe Khatib
Phone: 0

*Add: Warmer
Spits
Baskets*

Phone: (703) 841-7010
Fax: (703) 841-5245

Project: CANALIS DELI

Item	Qty	Description
✓ 1	ea	FREEZER REACH-IN True Food Service Equipment, Inc Model No. T-49F Class: 110 Freezer, Reach-in, Two-Section, -10° F, 49 cu. ft., (6) shelves, ext'r: 300 series s/s front, alum. ends, int'r: white alum. w/300 series s/s floor, (2) s/s hinged doors w/locks, dial thermo., 4" castors, 3/4HP, 115/60/1
1	ea	Warranty - 5 year compressor (self-contained only)
1	ea	Warranty - 1 year parts and labor
1	ea	Left door hinged left, right door hinged right standard
		Weight: 510 lbs. total
		Extended Total for Item No. 1:
✓ 2	2 ea	DISPLAY CASE, DELI FISH Howard/McCray Model No. SC-CFS40E-8 Fish/Poultry Service Case, single duty, 100-1/2"L, self-contained refrigeration, gravity coil system, s/s ice pans w/drains, s/s top, white interior & exterior, endless design, 1/3 HP, 115v, 9.1 amps
2	ea	90 day labor/service warranty, standard
		Weight: 1966 lbs. total
		Extended Total for Item No. 2:
3	1 ea	DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS40E-12 Deli Service Case, single duty, 148-1/2"L, self-contained refrigeration, gravity coil system, (1) adjustable mezzanine shelf, s/s top, white interior & exterior, endless, 3/4 HP, 115v, 17.4 amps
1	ea	90 day labor/service warranty, standard
		Weight: 1386 lbs. total
		Extended Total for Item No. 3:

*Requested 2 shelves
for each case
3 brackets on each
! Bottom wire racks*

*Did not receive
↳ Rec'd 10ft case
SC-CM535-10*

Item Qty Description

✓ 1 ea **DISPLAY CASE, REFRIGERATED DELI**
 Howard/McCray Model No. R-CDS32E-6
 Dell Service Case, single duty, 74"L, designed for remote refrigeration
 gravity coil system, (2) adjustable mezzanine shelves, s/s top, white
 interior & exterior, endless, 115v, 1.8 amps
 1 ea 90 day labor/service warranty, standard
 Weight: 630 lbs. total
 Extended Total for Item No. 4:

✓ 1 ea **SAW, MEAT, ELECTRIC**
 Hobart Model No. 6614+BUILDUP
 Meat Sew, vertical blade, push-pull switch, s/s open-frame, direct-gear
 transmission, stationary cutting table, adjustable legs, hose down
 capabilities, 3 hp
 1 ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
 1 ea 6614-ELE0FJ 200-230/60/1
 1 ea 6614-CTRUSA Usa/export
 1 ea 6614-PKGDOM Pack - domestic
 Weight: 494 lbs. total
 Extended Total for Item No. 5:

✓ 6 2 ea **SLICER, FOOD**
 Hobart Model No. 2612+BUILDUP
 Slicer, manual, angle feed, 12" s/s CleanCut knife, MICROBAN®
 antimicrobial protection, Poly-V-Belt drive, permanent ring guard, tilting
 removable s/s carriage & knife cover, top mounted sharpener, aluminum
 base w/tilt
 2 ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
 2 ea 2612-ELE0BJ 120/60/1
 2 ea 2612-CTRDOM Domestic
 2 ea 2612-THKSTD Standard thickness
 Weight: 274 lbs. total
 Extended Total for Item No. 6:

Exchanged for 6ft table

7 1 ea **WORK TABLE, 48" LONG**
 Eagle Group Model No. T3043B Class: 70 Packed: each
 Work Table, 30"W x 48"L, 16 ga type 430 s/s top w/rolled edges front &
 back, sq. tumdown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga
 galv. legs, adj. high impact plastic bullet feet
 Weight: 64 lbs. total
 Extended Total for Item No. 7:

✓ 8 1 ea **SINK, HAND**
 Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each
 Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with
 deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved
 Weight: 10 lbs. total
 Extended Total for Item No. 8:

will receive by 8/25

9 1 ea **SINK 3-COMPARTMENT**
 Eagle Group Model No. 1836-3-16/3 Class: 150 Packed: each
 Square-Corner Sink, Three Compartment, 18" front-to-back x 12"W
 compartment, 14"D, with 8"H splash, galv. legs, 18/304 stainless steel
 1 ea 300716 Faucet, 12"L, splash-mounted mixing faucet, 6" centers, swing
 nozzle

Weight: 79 lbs. total

Extended Total for Item No. 9:

- ✓ 1 ea REFRIG... MERCHANDISER
- True Food Service Equipment, Inc Model No. GDM-46 Class: 110
- Refrigerated Merchandiser, Two-Section, 46 cu. ft., (6) shelves, laminated vinyl exterior, white interior w/300 series s/s floor, (2) Low-E thermal glass hinged doors, fluorescent interior lights, 1/2 HP, 115/60/1
- 1 ea Warranty - 1 year parts and labor
- 1 ea Warranty - 5 year compressor (self-contained only)
- 1 ea Left door hinged left, right door hinged right standard
- 1 ea Exterior: Permanent non-peel non-chip white vinyl, std.
- 1 ea Illuminated sign panel: S-TS-01 "TRUE Stripe" graphic, std.

Weight: 490 lbs. total

Extended Total for Item No. 10:

- ✓ 1 ea REFRIGERATED COUNTER, SANDWICH TOP
- True Food Service Equipment, Inc Model No. TSSU-48-10 Class: 110 Packed: each
- Sandwich/Salad Unit, 12 cu.ft., (10) 1/6 size (4"D) poly pans, s/s Insul. cover, 11-3/4"D cutting board, s/s top/front/sides, alum. back, (2) doors, (4) shelves, white alum. Infr w/300 ss floor, 5" castors, 1/3Hp, 115/60/1, NSF-7
- 1 ea Warranty - 5 year compressor (self-contained only)
- 1 ea Warranty - 1 year parts and labor

Weight: 285 lbs. total

Extended Total for Item No. 11:

- ✓ 12 1 ea SHELVE UNIT, WIRE
- Metro Model No. EZ2460NK3-4 Class: 70 Packed: each
- Super Erecta® Convenience Pak Shelving Unit Assembly, 4 wire shelves, 4 split posts, split sleeves & leveling bolts, 74" H, 24" W, 60" L, Metroseal 3 (dark green epoxy) finish, shipped unassembled, w/Microban® antimicrobial product protection

Weight: 102 lbs. total

Extended Total for Item No. 12:

- 13 1 ea WORK TABLE, CABINET BASE W/HINGED DOORS
- Eagle Group Model No. T3048BA-BS-HGD Class: 70 Packed: each
- Work Table w/Cabinet Base, 30"W x 48"L, 16 ga type 430 s/s top w/4-1/2" backsplash, rolled front edge, sq. turndown ends, s/s base w/double pan hinged doors, 1-5/8" O.D. 16 ga s/s legs, adj. high impact plastic bullet feet, Uni-Lok® system

Weight: 66 lbs. total

Extended Total for Item No. 13:

- ✓ 14 1 ea CONVECTION OVEN, ELECTRIC
- Hobart Model No. DEC5+BUILDUP
- Full-Size Electric Convection Oven, 12 KW Heating, S/S Front, Sides & Top, Solid Doors, 1/2 HP 2 Speed Fan, 60 Minute Timer, 500° Thermostat, Porcelain Enamel Interior
- 1 ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
- 1 ea DEC5-ELE0BP 208/60/3/1
- 1 ea DEC5-CAVPOR Porcelain cavity
- 1 ea DEC5-CPN1SS Control pni(ss cnt)/w/ hr tmr
- 1 ea DEC5-DRSWTH Independently opening glass dr
- 1 ea DEC5-SDESST Set sides & top
- 1 ea DEC5-PKGD0M Domestic packing

Did not receive

Weight: 487 lbs. total

Extended Total for Item No. 14:

- 15 1 ea OVEN, ELECTRIC, ROTISSERIE
Hobart Model No. HR5E+BUILDUP
Rotisserie Oven, Electric, single cooktop, infrared w/convective heat, 15-20 chicken capacity, removable rotors, large curved glass doors, s/s interior & exterior
1 ea HR5E-ELE08P *208/60/3/1
1 ea HR5E-COTCOT Non-stick coated interior
1 ea HR5E-BCKGLS Glass back
1 ea HR5E-CNTPRG Programmable control
1 ea HR5E-PAS0NO No rotate button, cust. side

Extended Total for Item No. 15:

- 16 2 ea WALK IN, MODULAR, SELF-CONTAINED
Bally Refrigerated Boxes Model No. 760810C Class: 100
Walk In Cooler, 7'-9" X 9'-8" X 7'-6" H, indoor install'n, Bohn #PTN063H2B plug-in refrig. unit, alum floor panels, 4" urethane foamed-in-place, embossed galvalumn interior & exterior, 36" x78" Infit door w/2-hinges, light, thermometer
2 ea Door hinge to be specified later
Weight: 4882 lbs. total

Extended Total for Item No. 16:

- 17 1 ea FREIGHT OVERRIDE
FREIGHT OVERRIDE Model No. FREIGHT
Freight Override

Extended Total for Item No. 17:

- 18 1 ea INSTALLATION OVERRIDE
INSTALLATION OVERRIDE Model No. INSTALLATION
Installation Override

Extended Total for Item No. 18:

Acceptance: _____ Date: _____

Printed Name: _____



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

8/22/2007

CANALES

To: Turner Construction
ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203
 Phone: (703) 841-7010
 Fax: (703) 841-5245

From:
 Abe Khatib
 Phone: 0

Project: CANALES QUALITY MEAT
 EASTERN MARKET

Item	Qty	Description
1	1	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS32E-8 Deli Service Case, single duty, 98"L, self-contained refrigeration, gravity coil system, (2) adjustable mezzanine shelves, s/s top, white interior & exterior, endless design, 1/2 HP, 115v, 11.2 amps 1 ea 90 day labor/service warranty, standard 1 ea 9006 Stainless steel interior - top section, per linear foot 1 ea 9012-8 Mezzanine shelf w/brackets 1 ea 9022 Drop work shelf, 8" x 36" Weight: 910 lbs. total Extended Total for Item No. 1:
2	1	ea DISPLAY CASE, MEAT/DELI Howard/McCray Model No. SC-CMS35-10 Meat Service Case, double duty, 119"L, self-contained refrigeration, gravity coil system, extra humidity coil, s/s top, white interior & exterior, 1/2 HP, 115v, 13.8 amps 1 ea 90 day labor/service warranty, standard 1 ea 9006 Stainless steel interior - top section, per linear foot 1 ea 9023 Drop work shelf, 10" x 46" Weight: 1230 lbs. total Extended Total for Item No. 2:
3	1	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS32E-6 Deli Service Case, single duty, 74"L, self-contained refrigeration, gravity coil system, (2) adjustable mezzanine shelves, s/s top, white interior & exterior, endless design, 1/3 HP, 115v, 9.1 amps 1 ea 90 day labor/service warranty, standard

rec'd did not request

*rec'd
 ↳ Requested 2 rows of shelves*

*rec'd
 Did not request*

CANALES QUALITY MEAT

Item	Qty	Description
	1	ea 9006 Stainless steel interior - top section, per linear foot
	1	ea 9022 Drop work sheet, 8' x 38"
		Weight: 690 lbs. total
		Extended Total for Item No. 3:
✓ 4	1	ea CHEST FREEZER
		Arctic Air Model No. CF15 Class: 92.5
		Chest Freezer, 14.8 cubic feet capacity, -5.2 to -17.9°F, white textured steel exterior, white poly-coated steel interior, one basket, lift-up lid w/pop-up safety lock, manual defrost, water drain port, casters, 1/3 hp compressor
	1	ea 115V/60/1-ph, 15 amp grounded outlet required
	1	ea 1 year parts & labor, 5 years on compressor warranty standard
		Weight: 170 lbs. total
		Extended Total for Item No. 4:
✓ 5	2	ea SLICER, FOOD
		Hobart Model No. 2612+BUILDUP
		Slicer, manual, angle feed; 12" s/s CleanCut knife, MICROBAN® antimicrobial protection, Poly-V-Belt drive, permanent ring guard, tilting removable s/s carriage & knife cover, top mounted sharpener, aluminum base w/tit
	2	ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
	2	ea 2612-ELE0BJ 120/60/1
	2	ea 2612-CTRD0M Domestic
	2	ea 2612-THKSTD Standard thickness
		Weight: 274 lbs. total
		Extended Total for Item No. 5:
✓ 6	1	ea MEAT GRINDER
		Hobart Model No. 4822+BUILDUP
		Meat Chopper, BASE UNIT ONLY, bench type, #22 hub, 12 - 20 lb. per minute capacity
	1	ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
	1	ea 4822-ELE0BJ 120/60/1
	1	ea 4822-CTRUSA Usa/export
	1	ea 4822-SWIMNO Switch w/o thermal overload
	1	ea 22C/E-TIN *#22 tinned chopping end
	1	ea 12/22PN-SST *#12 & #22 sst rectangular pan.
		Weight: 214 lbs. total
		Extended Total for Item No. 6:
✓ 7	1	ea TENDERIZER, MEAT, ELECTRIC
		Hobart Model No. 403+BUILDUP
		Tenderizer, countertop model, integral chute, safety interlock on translucent guard & motor housing, burnished alum. housing, 1/2 hp, 6' cord w/plug
	1	ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
	1	ea 403-ELE00A 115/60/1
	1	ea 403-CTRUSA Usa/export
	1	ea 403-TYPGEN General application
	1	ea 403-LOUWKK W/knit knives not for usda
		Weight: 65 lbs. total
		Extended Total for Item No. 7:

Item	Qty	Description
✓ 8	1	<p>ea WORK TABLE, 60" LONG Eagle Group Model No. T2460B Class: 70 Packed: each Work Table, 24"W x 60"L, 16 ga type 430 s/s top w/rolled edges front & back, sq. turndown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet Weight: 70 lbs. total Extended Total for Item No. 8:</p>
✓ 9	1	<p>ea WORK TABLE, 60" LONG Eagle Group Model No. T3060B Class: 70 Packed: each Work Table, 30"W x 60"L, 16 ga type 430 s/s top w/rolled edges front & back, sq. turndown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet Weight: 76 lbs. total Extended Total for Item No. 9:</p>
10	1	<p>ea WORK TABLE, 48" LONG Eagle Group Model No. T3648B Class: 70 Packed: each Work Table, 36"W x 48"L, 16 ga type 430 s/s top w/rolled edges front & back, sq. turndown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet Weight: 70 lbs. total Extended Total for Item No. 10:</p>
11	1	<p>ea SINK 1-COMPARTMENT Eagle Group Model No. 1818-1-16/3 Class: 150 Packed: each Square-Corner Sink, One Compartment, 18" front-to-back x 18"W sink compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel 1 ea 300716 Faucet, 12"L, splash-mounted mixing faucet, 8" centers, swing nozzle Weight: 53 lbs. total Extended Total for Item No. 11:</p>
✓ 12	1	<p>ea SINK, HAND Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved Weight: 10 lbs. total Extended Total for Item No. 12:</p>
✓ 13	1	<p>ea SHELVING UNIT, WIRE Metro Model No. EZ2460NK3-4 Class: 70 Packed: each Super Erecta® Convenience Pak Shelving Unit Assembly, 4 wire shelves, 4 split posts, split sleeves & leveling bolts, 74" H, 24" W, 60" L; Metroseal 3 (dark green epoxy) finish, shipped unassembled, w/Microban® antimicrobial product protection 1 ea EZ2436BR-4 Super Erecta® Convenience Pak Shelving Unit Assembly, 4 wire shelves, 4 split posts, split sleeves and leveling bolts, 74" H, 24" W, 36" L, Brite (zinc plated) finish, shipped unassembled Weight: 168 lbs. total Extended Total for Item No. 13:</p>

Requested Plastic cutting boards but did not receive

Did not receive as of 8/22

rec'd working w/Turner to change

CANALES QUALITY MEAT

Item	Qty	Description	Sell Each	Sell Total
✓ 14	1	ea SHELIVING UNIT, WIRE Metro Model No. E22460NK3-4 Class: 70 Packed: each Super Erecta® Convenience Pak Shelving Unit Assembly, 4 wire shelves, 4 split posts, split sleeves & leveling bolts, 74" H, 24" W, 60" L, Metroseal 3 (dark green epoxy) finish, shipped unassembled, w/Microban® antimicrobial product protection Weight: 102 lbs. total Extended Total for Item No. 14:		
✓ 15	4	ea SHELIVING, WIRE Metro Model No. 1436BR Class: 70 Packed: each Super Erecta® Shelf, wire, 14" W, 36" L, Brite (zinc) finish, plastic split sleeves are included in each carton 4 ea 74P Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", chrome finish Weight: 48 lbs. total Extended Total for Item No. 15:		
✓ 15	4	ea SHELIVING, WIRE Metro Model No. 1442BR Class: 70 Packed: each Super Erecta® Shelf, wire, 14" W, 42" L, Brite (zinc) finish, plastic split sleeves are included in each carton 4 ea 74P Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", chrome finish Weight: 54 lbs. total Extended Total for Item No. 15:		
✓ 16	1	ea SAW, MEAT, ELECTRIC Hobart Model No. 6614+BUILDUP Meat Saw, vertical blade, push-pull switch, s/s open-frame, direct-gear transmission, stationary cutting table, adjustable legs, hose down capabilities, 3 hp 1 ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA 1 ea 6614-ELEOFJ 200-230/60/1 1 ea 6614-CTRUSA Usa/export 1 ea 6614-PKGDOM Pack - domestic Weight: 494 lbs. total Extended Total for Item No. 16:		
✓ 17	1	ea WALK IN, MODULAR, REMOTE Bally Refrigerated Boxes Model No. 8X12X7-2 Class: 100 Walk in, 7'-9" X 11'-7" X 7'-2" high, floorless, 4" urethane foamed-in-place insulation, galvalume interior & exterior, 36" x 78" infitting door w/2-hinges 1 ea Door hinge to be specified later Weight: 1768 lbs. total Extended Total for Item No. 17:		
19	1	ea FREIGHT OVERRIDE FREIGHT OVERRIDE Model No. FREIGHT Freight Override Extended Total for Item No. 19:		

CANALES QUALITY MEAT

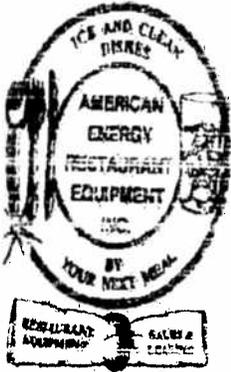
CANALES

Item	Qty	Description
20	1	ea INSTALLATION OVERRIDE INSTALLATION OVERRIDE Model No. INSTALLATION Installation Override Extended Total for Item No. 20:

Acceptance: Canales Date: 8-22-07

Printed Name: Emilio CANALES

Stacy Poir
OPM 8/22/07



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

8/22/2007

HILL

To: Turner Construction
 ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203

From:
 Abe Khatib
 Phone: 0

Phone: (703) 841-7010
 Fax: (703) 841-6245

Project: CAPITOL HILL POULTRY
 EASTERN MARKET

Item	Qty	Description
1	2	ea DISPLAY CASE, DELI FISH Howard/McCray Model No. SC-CFS40E-8 Fish/Poultry Service Case, single duty, 100-1/2"L, self-contained refrigeration, gravity coil system, s/s ice pans w/drains, s/s top, white interior & exterior, endless design, 1/3 HP, 115v, 9.1 amps
	2	ea 90 day labor/service warranty, standard Weight: 1966 lbs. total
Extended Total for Item No. 1:		
2	2	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS32E-4 Deli Service Case, single duty, 50"L, self-contained refrigeration, gravity coil system, (2) adjustable mezzanine shelves, s/s top, white interior & exterior, endless design, 1/4 HP, 115v, 6.0 amps
	2	ea 90 day labor/service warranty, standard Weight: 940 lbs. total
Extended Total for Item No. 2:		
3	1	ea SAW, MEAT, ELECTRIC Hobart Model No. 6614+BUILDUP Meat Saw, vertical blade, push-pull switch, s/s open-frame, direct-gear transmission, stationary cutting table, adjustable legs, hose down capabilities, 3 hp
	1	ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
	1	ea 6614-ELE0FJ 200-230/60/1
	1	ea 6614-CTRUSA Usa/export
	1	ea 6614-PKGDOM Pack - domestic Weight: 494 lbs. total
Extended Total for Item No. 3:		

CAPITOL HILL POULTRY

CAPITOL HILL POULTRY

Item	Qty	Description
4	1	ea ICE MAKER WITH BIN, CUBE-STYLE Hoshizaki Model No. KM-255BAK Packed: each Ice Maker With Bin, Cube-Style, air-cooled, self-contained condenser, approximately 235-lb capacity/24-hrs., built-in 120 lbs. ice storage, crescent style cube, front opening bin, stainless steel exterior, protected w/HoshiGuard antimicrobial agent, 115v/60/1
	1	ea 3-Year parts & labor on entire machine
	1	ea 5-Year parts & labor on evaporator
	1	ea 5-Year parts on compressor & air-cooled condenser
		Weight: 220 lbs. total
		Extended Total for Item No. 4:
5	1	ea SLICER, FOOD Hobart Model No. 2612+BUILDUP Slicer, manual, angle feed, 12" s/s CleanCut knife, MICROBAN® antimicrobial protection, Poly-V-Belt drive, permanent ring guard, tilting removable s/s carriage & knife cover, top mounted sharpener, aluminum base w/tilt
	1	ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
	1	ea 2612-ELE09J 120/60/1
	1	ea 2612-CTRD0M Domestic
	1	ea 2612-THKSTD Standard thickness
		Weight: 137 lbs. total
		Extended Total for Item No. 5:
6	1	ea FREEZER REACH-IN True Food Service Equipment, Inc Model No. T-49F Class: 110 Freezer, Reach-in, Two-Section, -10° F, 49 cu. ft., (6) shelves, ext'r: 300 series s/s front, alum. ends, int'r: white alum. w/300 series s/s floor, (2) s/s hinged doors w/locks, dial thermo., 4" castors, 3/4HP, 115/60/1
	1	ea Warranty - 5 year compressor (self-contained only)
	1	ea Warranty - 1 year parts and labor
	1	ea Left door hinged left, right door hinged right standard
		Weight: 510 lbs. total
		Extended Total for Item No. 6:
7	1	ea WORK TABLE, 72" LONG Eagle Group Model No. T2472B Class: 70 Packed: each Work Table, 24"W x 72"L, 16 ga type 430 stainless steel top w/rolled edges front & back, sq. tumdown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 18 ga galv. legs, adj. high impact plastic bullet feet
		Weight: 80 lbs. total
		Extended Total for Item No. 7:
8	1	ea SINK, HAND Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved
		Weight: 10 lbs. total
		Extended Total for Item No. 8:
8	1	ea CUSTOM FABRICATE INDOOR TWO COMPARTMENT COOLER / FREEZER Bally Refrigerated Boxes Model No. CUSTOM CUSTOM FABRICATE INDOOR TWO COMPARTMENT COOLER / FREEZER W/ FLOOR IN FREEZER, LESS FLOOR IN COOLER. WITH REFRIGERATION FOR BOTH COMPARTMENT.

CAPITOL HILL POULTRY

Weight: 3257.28 lbs. total

Extended Total for Item No. 9:

10	1	ea	FREIGHT OVERRIDE		
			FREIGHT OVERRIDE Model No. FREIGHT		
			Freight Override		
			Extended Total for Item No. 10:		

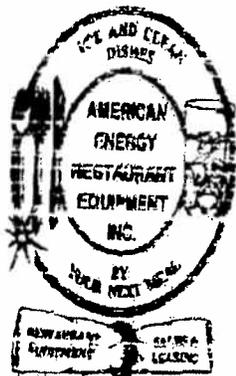
11	1	ea	INSTALLATION OVERRIDE		
			INSTALLATION OVERRIDE Model No. INSTALLATION		
			Installation Override		
			Extended Total for Item No. 11:		

52 017 00

Acceptance:  Date: 8/22/07

Printed Name: Ju Young Jung


 OPM 8/22/07



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

8/22/2007

THOMAS

To: Turner Construction
 ENGERS
 3885 WILSON BLVD.
 Arlington, VA 22203

From:
 Abe Khatib
 Phone: 0

Phone: (703) 841-7010
 Fax: (703) 841-5245

Project: THOMAS COLOMIRIS & SONS
 EASTERN MARKET

Item	Qty	Description
2	1	ea SINK, HAND Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved Weight: 10 lbs. total Extended Total for Item No. 2:
3	1	ea SINK 1-COMPARTMENT Eagle Group Model No. 1818-1-18/3 Class: 150 Packed: each Square-Corner Sink, One Compartment, 18" front-to-back x 18"W sink compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel
	1	ea 300716 Faucet, 12"L, splash-mounted mixing faucet, 8" centers, swing nozzle Weight: 53 lbs. total Extended Total for Item No. 3:
4	1	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS32E-4C-L6 Curved Glass Deli Service Case, single duty, 60"L, self-contained refrigeration, gravity coil system, (1) adjustable mezzanine shelf, s/s top & interior ends, white interior & exterior, endless design, 1/4 HP, 115v, 8.6 amps
	1	ea 90 day labor/service warranty, standard Weight: 500 lbs. total Extended Total for Item No. 4:
5	1	ea REFRIG... MERCHANDISER True Food Service Equipment, Inc Model No. GDM-23 Class: 110 Refrigerated Merchandiser, One-Section, 23 cu. ft., (4) shelves, laminated vinyl exterior, white aluminum interior w/300 series s/s floor, (1) Low-E thermal glass hinged door, fluorescent interior lights, 1/3 HP, 115/60/1

THOMAS COLOMIRIS & SONS

THOMAS COLOMIRIS & SONS

THOMAS

Item	Qty	Description
	1	ea Warranty - 1 year parts and labor
	1	ea Warranty - 5 year compressor (self-contained only)
	1	ea Door hinged right standard
	1	ea Illuminated sign panel: S-TS-01 "TRUE Stripe" graphic, std. Weight: 315 lbs. total Extended Total for Item No. 5:
6	1	ea WALK IN, MODULAR, REMOTE Bally Refrigerated Boxes Model No. 6X10X8-6 Class: 100 Walk in, 5'-10" X 9'-8" X 8'-6" high, floor panels 10 ga. smooth alum, 4" urethane foamed-in-place insulation, galvalume interior & exterior, 36" x 78" infitting door w/2-hinges 1 ea Door hinge to be specified later Weight: 1906 lbs. total Extended Total for Item No. 6:
6	1	ea FREIGHT OVERRIDE FREIGHT OVERRIDE Model No. FREIGHT Freight Override Extended Total for Item No. 6:
7	1	ea INSTALLATION OVERRIDE INSTALLATION OVERRIDE Model No. INSTALLATION Installation Override Extended Total for Item No. 7:

Acceptance:

[Signature]

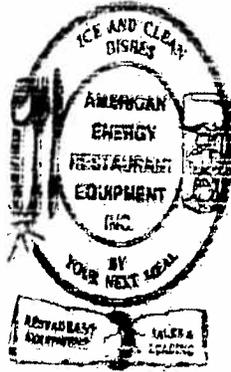
Date:

8/22/07

Printed Name:

THOMAS COLOMIRIS

[Signature]



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

8/22/2007

GROCERY

To: Turner Construction
 ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203

From:
 Abe Khatib
 Phone: 0

Phone: (703) 841-7010
 Fax: (703) 841-5245

Project: EASTERN MARKET GROCERY
 EASTERN MARKET

Item	Qty	Description
✓ 1	2	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS32E-8 Deli Service Case, single duty, 98"L, self-contained refrigeration, gravity coil system, (2) adjustable mezzanine shelves, s/s top, white interior & exterior, endless design, 1/2 HP, 115v, 11.2 amps 90 day labor/service warranty, standard Weight: 1820 lbs. total Extended Total for Item No. 1:
✓ 2	1	ea DISPLAY CASE, NON-REFRIG. BAKERY Howard/McCray Model No. D-CBS40E-6C Bakery Case, 75" W, double bend curved glass, 2 rows of glass shelving, white aluminum floor, s/s top, rear doors, removable end panels, endless design, 2" front bumper, top lighting, 1.3 amps, UL 90 day labor/service warranty, standard Weight: 693 lbs. total Extended Total for Item No. 2:
✓ 3	1	ea FREEZER, UNDERCOUNTER True Food Service Equipment, Inc Model No. TUC-48F Class: 110 Undercounter Freezer, -10° F, 12 cu. ft., (4) shelves, 300 series s/s top & sides, white alum. interior w/300 series s/s floor, (2) s/s doors, 5" castors, front breathing, 1/2 HP, 115/60/1 1 ea Warranty - 5 year compressor (self-contained only) 1 ea Warranty - 1 year parts and labor Weight: 500 lbs. total Extended Total for Item No. 3:

*Rec'd Requested: 10 ft doubled
 8 ft double d.st.
 1 case has damaged grill*

Item	Qty	Description
4	4	ea SHELIVING, WIRE Metro Model No. 2472BR Class: 70 Packed: each Super Erecta® Shelf, wire, 24" W, 72" L, Bright (zinc) finish, plastic coil sleeves are included in each carton
	4	ea 74P Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", chrome finish Weight: 120 lbs. total
Extended Total for Item No. 4:		
5	1	ea SINK, HAND Eagle Group Model No. HSAE-10-FA Class: 65 Packed: each Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved Weight: 10 lbs. total
Extended Total for Item No. 5:		
6	1	ea SINK 1-COMPARTMENT Eagle Group Model No. 1818-1-16/3 Class: 150 Packed: each Square-Corner Sink, One Compartment, 18" front-to-back x 18"W sink compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel
	1	ea 300716 Faucet, 12"L, splash-mounted mixing faucet, 8" centers, swing nozzle Weight: 53 lbs. total
Extended Total for Item No. 6:		
7	1	ea WORK TABLE, CABINET BASE WHINGED DOORS Eagle Group Model No. CBH2472SE-BS Packed: each Spec-Master® Enclosed Work Table, 24"W x 72"L, 14 ga type 304 s/s top w/4-1/2" backsplash, rolled front edge, sq. tumdown ends, 18 ga type 430 s/s wrapper, hinged doors, s/s legs, adj. feet Weight: 256 lbs. total
Extended Total for Item No. 7:		
8	1	ea WALK IN, MODULAR, REMOTE Bally Refrigerated Boxes Model No. 6X10X8-2 Class: 100 Walk In, 5'-10" X 9'-8" X 6'-2" high, floorless, 4" urethane foamed-in-place insulation, galvalume interior & exterior, 36" x 78" infitting door w/2-hinges
	1	ea Door hinge to be specified later Weight: 1514 lbs. total
Extended Total for Item No. 8:		
9	1	ea FREIGHT OVERRIDE FREIGHT OVERRIDE Model No. FREIGHT Freight Override
Extended Total for Item No. 9:		
10	1	ea INSTALLATION OVERRIDE INSTALLATION OVERRIDE Model No. INSTALLATION Installation Override
Extended Total for Item No. 10:		

Rec'd 1

1 Door on Right does not fully close

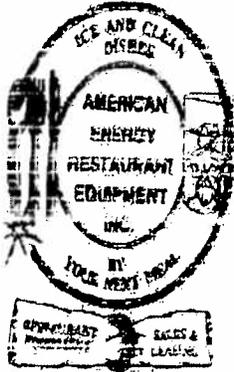
Total

Signature: JORGE CANALES

Date: 8/22/07

Printed Name: JORGE CANALES

Stacy Harris
OPM 8/22/07



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

9/22/2007

MARKET

To: Turner Construction
 ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203
 Phone: (703) 841-5200
 Fax: (703) 841-5225

From:
 Abe Khatib
 Phone: 0

Project: EASTERN MARKET
 MARKET POULTRY

Item	Qty	Description
1	1	ea WALK IN, MODULAR, REMOTE Bally Refrigerated Boxes Model No. 8X14X7-6 Class: 100 8 X 10 Walk In, 7'-9" X 13'-6" X 7'-6" high, floor panels 10 ga. smooth alum, 4" urethane foamed-in-place insulation, galvalume interior & exterior, 36" x 78" infitting door w/2-hinges 1 ea Door hinge to be specified later Weight: 2690 lbs. total Extended Total for Item No. 1:
2	1	ea REFRIG... REACH-IN True Food Service Equipment, Inc Model No. T-23G Class: 110 Refrigerator, Reach-in, One-Section, 23 cu. ft., (3) shelves, ext'r. 300 series s/s front, alum. ends, int'r. white alum. w/300 series s/s floor, (1) Low-E glass hinged door w/lock, dial thermo., 4" castors, 1/3 HP, 115/60/1 (depth does not include 1-3/8" for door handles) 1 ea Warranty - 5 year compressor (self-contained only) 1 ea Warranty - 1 year parts and labor 1 ea Door hinged right standard Weight: 305 lbs. total Extended Total for Item No. 2:
3	1	ea DISPLAY CASE, DELI FISH Howard/McCray Model No. SC-CFS34E-10 Fish/Poultry Service Case, double duty, 124-1/2"L, self-contained refrigeration, gravity coil system, s/s ice pans w/drains, s/s top, white interior & exterior, endless design. 1/3 HP, 115v, 9.9 amps 1 ea 90 day labor/service warranty, standard Weight: 1150 lbs. total Extended Total for Item No. 3:

RECEIVED ONLY

AK

needs to be replaced w/ freezer

AK

Item	Qty	Description
4	1	ea DISPLAY CASE, DELI FISH Howard/McCray Model No. SC-CFS35-8 Fish/Poultry Service Case, double duty, 96"L, self-contained refrigeration, gravity coil system, s/s ice pans w/drains, s/s top, white interior & exterior, 1/3 HP, 115V, 9.1 amps 1 ea 90 day labor/service warranty, standard Weight: 300 lbs. total Extended Total for Item No. 4:
5	1	ea SINK 3-COMPARTMENT Eagle Group Model No. 1836-3-18/3 Class: 150 Packed: each Square-Corner Sink, Three Compartment, 18" front-to-back x 12"W compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel Weight: 79 lbs. total Extended Total for Item No. 5:
6	1	ea SLICER, FOOD Hobart Model No. 2612+BUILDUP Slicer, manual, angle feed, 12" s/s CleanCut knife, MICROBAN® antimicrobial protection, Poly-V-Belt drive, permanent ring guard, tilting removable s/s carriage & knife cover, top mounted sharpener, aluminum base w/tilt 1 ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA 1 ea 2612-ELE0BJ 120/60/1 1 ea 2612-CTRD0M Domestic 1 ea 2612-THKSTD Standard thickness Weight: 137 lbs. total Extended Total for Item No. 6:
7	1	ea *** NO CATEGORY OR SPEC GIVEN *** Hobart
8	1	ea WORK TABLE, 60" LONG Eagle Group Model No. T2460B Class: 70 Packed: each Work Table, 24"W x 60"L, 16 ga type 430 s/s top w/rolled edges front & back, sq. tumdown ends, 16 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet 1 ft E101 Splash 10" (203mm) high - per linear foot Weight: 70 lbs. total Extended Total for Item No. 8:
9	1	ea *** NO CATEGORY OR SPEC GIVEN *** Eagle Group
10	1	ea WORK TABLE, 84" LONG Eagle Group Model No. T2484B Class: 70 Packed: each Work Table, 24"W x 84"L, 16 ga type 430 s/s top w/rolled edges front & back, sq. tumdown ends, 16 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet Weight: 90 lbs. total Extended Total for Item No. 10:
11	2	ea SHELVING UNIT, WIRE Metro Model No. 5A357BR Class: 70 Packed: each Super Adjustable Super Erecta® Starter Shelving Unit, 5 wire shelves and 4 posts, 74" H, 16" W, 46" L, Brite (zinc plated) finish, shipped unassembled

*damaged
M.R.L.*

Item	Qty	Description	Total
	2	ea 5A367C Super Adjustable Super Erecta® Starter Shelving Unit, 5 wire shelves and 4 posts, 74" H, 18" W, 60" L, chrome-plated finish, shipped unassembled Weight: 360 lbs. total	
Extended Total for Item No. 11:			
12	1	ea ICE MAKER, CUBE-STYLE Hoshizaki Model No. KM-900MAH Packed: each Ice Maker, Cube-Style, air-cooled, self-contained condenser, approximately 738 lb capacity/24 hrs, stainless steel finish, crescent cube style, R-404A refrigerant, 208-230v/60/1 Weight: 470 lbs. total	2
	1	ea 3-Year parts & labor on entire machine	
	1	ea 5-Year parts & labor on evaporator	
	1	ea 5-Year parts on compressor & air-cooled condenser	
	1	ea NOTE: 3 wire with neutral for 115V required	
	1	ea B-800PF Ice Bin, top-hinged front-opening door, approximately 600-lb ice storage capacity, for top-mounted ice makers, vinyl clad, painted legs included, protected w/HoshiGuard antimicrobial agent	
	1	ea HS-2034/HS-2032 Top Kits, (HS-2034, 14") & (HS-2032, 4"), accommodates 30" wide ice machine	
	1	ea 2-Year parts & labor for bin	
Extended Total for Item No. 12:			
13	1	ea SINK, HAND Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved Weight: 10 lbs. total	
Extended Total for Item No. 13:			
14	1	ea MEAT GRINDER Hobart Model No. 4812+BUILDUP Meat Chopper, BASE UNIT ONLY, bench type, #12 hub, 8 - 10 lb. per minute capacity Weight: 147 lbs. total	
	1	ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA	
	1	ea 4812-ELE00D 100-120/60/1	
	1	ea 4812-CTRUSA Usa/export	
	1	ea 4812-SWIMNO Switch-rear mount	
	1	ea 12C/E-TIN #12 tinned chopping end	
Extended Total for Item No. 14:			
15	1	ea TENDERIZER, MEAT, ELECTRIC Hobart Model No. 403+BUILDUP Tenderizer, countertop model, integral chute, safety interlock on translucent guard & motor housing, burnished alum. housing, 1/2 hp, 6' cord w/plug Weight: 65 lbs. total	
	1	ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA	
	1	ea 403-ELE00A 115/60/1	
	1	ea 403-CTRUSA Usa/export	
	1	ea 403-TYPGEN General application	
	1	ea 403-LOUWKK W/knit knives not for use	
Extended Total for Item No. 15:			

*damaged
w.r. l.*

EASTERN MARKET

MARKET

Item	Qty	Description	Unit Price	Ext. Total
16	1	ea CHEST FREEZER Arctic Air Model No. CF20 Class: 92.5 Chest Freezer, 19.7 cubic feet capacity, -5.7 to -17.3°F, white textured steel exterior, white poly-coated steel interior, one basket, lift-up lid w/pop-up safety lock, manual defrost, water drain port, casters, 1/3 hp compressor 1 ea 115v/60/1-ph, 15 amp grounded outlet required 1 ea 1 year parts & labor, 5 years on compressor warranty standard Weight: 220 lbs. total Extended Total for Item No. 16:		
17	2	ea DUNNAGE RACK, POLYETHYLENE Metro Model No. HP2248PD Class: 70 Packed: each Metro Bow-Tie™ Dunnage Rack, 22" x 48" x 12" H, slotted, with separate polymer tie for joining racks, corrosion proof polymer construction Weight: 68 lbs. total Extended Total for Item No. 17:		
18	1	ea SHARPENER, KNIFE, ELECTRIC Edlund Model No. 395/115V Packed: 3 pieces Knife Sharpener, Electric, with easy track guidance system, 115v 1 ea 1 yr. limited warranty, std. Weight: 10.333 lbs. total Extended Total for Item No. 18:		
19	1	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS34E-4 Deli Service Case, double duty, 52-1/2"L, self-contained refrigeration, gravity coil system, (1) adjustable mezzanine shelf, s/s top, white interior & exterior, endless design, 1/4 HP, 115v, 6.0 amps 1 ea 90 day labor/service warranty, standard Weight: 530 lbs. total Extended Total for Item No. 19:		
20	3	ea LABEL PRINTING SCALE Hobart Model No. QUANTM1-1SS Quantum Self-Service Scale, 30 lb. x .01 lb graduations, full cap. tare, vacuum fluorescent display w/built-in marquee, built-in label printer, wide labels, self-service keyboard, NSF approved, 115v/60/1, 1.25 amps 3 ea 1-Yr. parts, labor & travel time during normal working hrs Weight: 117 lbs. total Extended Total for Item No. 20:		
21	1	ea SAW, MEAT, ELECTRIC Hobart Model No. 6614+BUILDUP Meat Saw, vertical blade, push-pull switch, s/s open-frame, direct-gear transmission, stationary cutting table, adjustable legs, hose down capabilities, 3 hp 1 ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA 1 ea 6614-ELE0FJ 200-230/60/1 1 ea 6614-CTRUSA Usa/export 1 ea 6614-PKGD0M Pack - domestic Weight: 484 lbs. total Extended Total for Item No. 21:		

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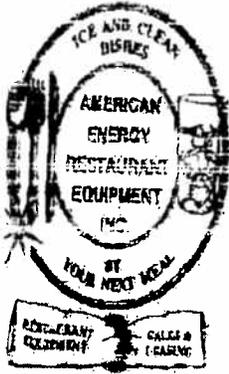
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Item	Qty	Description
22	1	ea FREIGHT OVERRIDE FREIGHT OVERRIDE Model No. FREIGHT Freight Override Extended Total for Item No. 22:
23	1	ea INSTALLATION OVERRIDE INSTALLATION OVERRIDE Model No. INSTALLATION Installation Override Extended Total for Item No. 23:

Acceptance: Mevin R. Inman Date: AUG 23, 2007

Printed Name: MEVIN R. INMAN



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

8/22/2007

SWEET

To: Turner Construction
ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203

From:
 Abe Khatib
 Phone: 0

Phone: (703) 841-7010
 Fax: (703) 841-5245

Project: FINE SWEET SHOPPE

Item	Qty	Description
1	1	ea DISPLAY CASE, REFRIGERATED BAKERY Federal Industries Model No. SGR5042 Class: 110 Packed: each Hi-Volume, Refrigerated Bakery Display Case, 1/2-HP 1 ea Five year compressor warranty (for self-contained units only) 1 ea 120v/60/1, 1/2 hp., 10.5 amps 1 ea Laminate standard color - Black Weight: 815 lbs. total Extended Total for Item No. 1:
2	2	ea DISPLAY CASE, NON-REFRIG. BAKERY Federal Industries Model No. SGD7742 Class: 110 Packed: each Hi-Volume, Non-Refrigerated Bakery Display Case 2 ea 120v/60/1, 1.5 amps 2 ea Laminate standard color - Black Weight: 1370 lbs. total Extended Total for Item No. 2:
3	2	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS32E-6 Deli Service Case, single duty, 74"L, self-contained refrigeration, gravity coil system, (2) adjustable mezzanine shelves, s/s top, white interior & exterior, endless design, 1/3 HP, 115v, 9.1 amps 2 ea 90 day labor/service warranty, standard Weight: 1360 lbs. total Extended Total for Item No. 3:

*on order - 2 units
 expected*

*on order
 expected 8/22/07*

Item	Qty	Description
4	1 ea	REFRIGERATED COUNTER, SANDWICH TOP True Food Service Equipment, Inc Model No. TSSU-46-16 Class: 116 Packed: each Sandwich/Salad Unit, 12 cu.ft., (10) 1/6 size (4"D) poly pans, s/s insul. cover, 11-3/4"D cutting board, s/s top/front/sides, alum. back, (2) doors, (4) shelves, white alum. int'r w/300 ss floor, 5" castors, 1/3Hp, 115/50/1, NSF-7
	1 ea	Warranty - 5 year compressor (self-contained only)
	1 ea	Warranty - 1 year parts and labor
		Weight: 285 lbs. total
		Extended Total for Item No. 4:
5	1 ea	ICE MAKER, NUGGET STYLE Manitowoc Model No. SN-0635A Packed: each Ice Maker, nugget-style, air-cooled, self-contained condenser, up to 732-lb approximately/24 hours, stainless steel finish
	1 ea	2 year parts & labor, 3 year parts on ice machine compressor warranty (5 year total)
	1 ea	115v/60/1ph, std.
	1 ea	C-730S Ice Bin, w/top-hinged front-opening door, approx. 560-lb ice storage capacity, for top-mounted ice maker, stainless steel exterior
	1 ea	3 year parts & labor warranty
	1 ea	K-00117 Bin Adapter, 22" S, QC or QF Ice machine on a C-730S bin
		Weight: 316 lbs. total
		Extended Total for Item No. 5:
6	1 ea	SINK 3-COMPARTMENT Eagle Group Model No. 310-10-3-18 Class: 150 Packed: each Sink, Three Compartment, deep drawn, w/18" lf & rt-hand drbds, 14" front-to-back x 10" w comp, 9 1/2"D w/8"H splash, galv open frame base w/side and rear crossrails, faucet holes on 8" cntrs, overall size-21" x 72", NSF approved, 18/304 stainless steel
	1 ea	300716 Faucet, 12"L, splash-mounted mixing faucet, 8" centers, swing nozzle
		Weight: 78 lbs. total
		Extended Total for Item No. 6:
7	1 ea	DISPOSER InSinkErator Model No. SS-75-12A-MS Complete Disposer Package, with 12" diameter bowl, 6 5/8" diameter inlet, with removable splash baffle and reversible bowl cover, 3/4 HP motor, s/s constr'n, includes syphon breaker, solenoid valve, flow control valve, manual switch, single direction
	1 ea	Voltage to be determined later
		Weight: 65 lbs. total
		Extended Total for Item No. 7:
8	1 ea	COFFEE BREWER FOR AIRPOT Bloomfield Ind. Model No. 2082 Class: 125 Packed: each E-Max Airpot Brewer, automatic, faucet, 120v, 1800w, 15 AMP, NEMA 5-15P
	3 ea	7759 Airpot, pump, 2.2 liter (74 oz.), glass liner, economy metal body, brew-thru stem (must order std. pack of 6 ea.)
	3 ea	7866 Airpot, Decaf, pump, 2.2 liter (74 oz.), glass liner, economy metal body, brew-thru stem (must order std. pack of 6 ea.)

3h order

Item	Qty	Description
2	ea	3013 Airpot Serving Rack (3), black steel, plastic drip trays, "Fresh Hot Coffee" sign included (for 7759, 7769), 12" d x 20-1/2" w x 10" h (front unit) Weight: 70 lbs. total Extended Total for Item No. 8:
3	4	ea WORK TABLE, 72" LONG Eagle Group Model No. T2472B Class: 70 Packed: each Work Table, 24"W x 72"L, 16 ga type 430 stainless steel top w/ruffled edges front & back, sq. turndown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 18 ga galv. legs, adj. high impact plastic bullet feet Weight: 320 lbs. total Extended Total for Item No. 9:
10	1	ea PREP TABLE, BAKERS TOP Eagle Group Model No. MT3060GT-BS Class: 55 Packed: each Work Table, Bakers Top, 1-3/4" thick wood top, 30"W top, with splash at rear and both sides, 60"L, open base, with side and rear rails only, with adjustable bullet feet, galvanized tubular base Weight: 147 lbs. total Extended Total for Item No. 10:
11	5	ea SHELVING UNIT, WIRE Metro Model No. 5A567BR Class: 70 Packed: each Super Adjustable Super Erecta® Starter Shelving Unit, 5 wire shelves and 4 posts, 74" H, 24" W, 60" L, Britz (zinc plated) finish, shipped unassembled Weight: 610 lbs. total Extended Total for Item No. 11:
12	4	ea SHELVING, WIRE Metro Model No. 3636NC Class: 70 Packed: each Super Erecta® Super Wide™ Shelf, wire, 36" W, 36" L, chrome finish, plastic split sleeves are included in each carton 4 ea 74P Super Erecta® SiteSelect™ Post, 74-5/8" H, adjustable leveling bolt, posts are grooved at 1" increments and numbered at 2" increments, double grooved every 8", chrome finish Weight: 88 lbs. total Extended Total for Item No. 12:
13	1	ea PIZZA OVEN, DECK-TYPE GAS Comstock-Castle Model No. 2P019 Class: 85 Pizza Oven, gas, double stacked, (2) 19-1/2" x 21" hearth decks per cavity, 650° thermostat w/safety shut off, porcelain & aluminized linings, a/s exterior, 6" legs, 25,000 BTU ea. 1 ea Gas type to be specified Weight: 450 lbs. total Extended Total for Item No. 13:
14	1	ea SANDWICH GRILL/TOASTER Star Mfg. Model No. GX10IG Class: 85 Packed: each Grill Express™ Two-Sided Grill, electric, 10" w fixed lower grill, hinged upper grill, grooved iron grill plates, thermostatic control, stainless steel front & sides 1 ea 1 Yr. parts & labor warranty, std. 1 ea 120v/60/1-ph, 1.40 kw, std.

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FINE SWEET SHOPPE

Weight: 50 lbs. total

Extended Total for Item No. 14:

15 1 ea BLENDER, BAR TYPE
 Hamilton Beach Model No. HBB250S Packed: each
 Pro™ Bar Blender, two speed motor, 32 oz. stainless steel container,
 hi/low & pulse switches, w/wave-action™ system, s/s blades, 1/2 HP,
 120V, 60Hz, cULus, NSF listed, 1 year warranty
 Weight: 8.5 lbs. total
 Extended Total for Item No. 15:

16 1 ea TOASTER, ELECTRIC CONVEYOR TYPE
 Toastmaster Model No. TC13A3663 Packed: each
 Mini Conveyor Toaster, electric, countertop, horizontal conveyor w/angled
 rack, toasts bread/buns/bagels, stand-by mode, variable speed, approx.
 250 slices/hr cap., s/s constr'n, cool to touch extr, 1-3/8" opening, front
 return, w/cord & NEMA 6-20P plug, 208v
 1 ea Exclusive on-site 1 year parts & labor warranty (USA & Canada only)
 Weight: 57 lbs. total
 Extended Total for Item No. 16:

17 1 ea MIXER, FOOD
 Hobart Model No. D300-6036
 Mixer, Planetary, Floor, 30-qt. capacity, three fixed speed, gear-driven
 transmission, 15 min. timer, #12 taper attachment hub, manual bowl lift,
 s/s bowl, aluminum "B" beater & s/s "D" wire whip, s/s bowl guard,
 115/60/1, 3/4 hp, cord w/pl
 1 ea 1-Yr. parts, labor & travel time during normal working hrs
 Weight: 336 lbs. total
 Extended Total for Item No. 17:

18 4 ea BUN PAN RACK
 Channel Manufacturing Model No. 401AKD
 Economy Bun Pan Rack, 70-1/4"H, angle tray guides on 3" centers, cap.
 (20)18"x26" bun pans/17"x25" fryer screens, front load, open sides,
 1" welded tubular alum. frame, cross bar const. w/dbl bolted top, swivel
 casters, KD (FLYER LIST PRICING)
 Weight: 132 lbs. total
 Extended Total for Item No. 18:

20 1 ea WORK TABLE, 60" LONG
 Eagle Group Model No. T3060B Class: 70 Packed: each
 Work Table, 30"W x 60"L, 16 ga type 430 s/s top w/rolled edges front &
 back, sq. tumdown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga
 galv. legs, adj. high impact plastic bullet feet
 Weight: 76 lbs. total
 Extended Total for Item No. 20:

21 1 ea WORK TABLE, 48" LONG
 Eagle Group Model No. T3048B Class: 70 Packed: each
 Work Table, 30"W x 48"L, 16 ga type 430 s/s top w/rolled edges front &
 back, sq. tumdown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga
 galv. legs, adj. high impact plastic bullet feet
 Weight: 64 lbs. total
 Extended Total for Item No. 21:

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FINE SWEET SHOPPE

Item	Qty	Description
22	1	ea SLICER, FOOD Hobart Model No. 2612+BUILDUP Slicer, manual, angle feed, 12" s/s CleanCut knife, MICROBAN® antimicrobial protection, Poly-V-Belt drive, permanent ring guard, tilting removable s/s carriage & knife cover, top mounted sharpener, aluminum base w/tilt
	1	ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
	1	ea 2612-ELE05J 120/60/1
	1	ea 2612-CTRDOM Domestic
	1	ea 2612-THKSTD Standard thickness
		Weight: 137 lbs. total
		Extended Total for Item No. 22:
23	1	ea BREAD SLICER Berkel Inc. Model No. MB-P Class: 65 Packed: each Bread Slicer, painted white, 7/16" or 1/2" slice thickness (specify size), 1/3 hp
	1	ea 115v/60/1ph, std.
	1	ea Thickness to be determined
		Weight: 215 lbs. total
		Extended Total for Item No. 23:
24	1	ea SCALE, PRICE COMPUTING Hobart Model No. WC30+BUILDUP Price Computing Scale with 30 PLU's, S/S Platter, Large LCD Display, Sleep Mode
	1	ea 1-Yr. parts, labor & travel time during normal working hrs
	1	ea WC30-WE1005 Avolr, 10x5lb/30x.01lb
	1	ea WC30-MONDOL Dollar symbol
	1	ea WC30-LANENG English
		Weight: 18 lbs. total
		Extended Total for Item No. 24:
24	1	ea FREIGHT OVERRIDE FREIGHT OVERRIDE Model No. FREIGHT Freight Override
		Extended Total for Item No. 24:
25	1	ea INSTALLATION OVERRIDE INSTALLATION OVERRIDE Model No. INSTALLATION Installation Override
		Extended Total for Item No. 25:

Accepted: _____ Date: _____

Printed Name: _____

Change Order

To: TURNER CONSTRUCTION
 TOM ENGERS
 3665 WILSON BLVD
 ARLINGTON, VA 22203
 Phone: (703) 841-7010
 Cell: (202) 438-9290
 Fax: (703) 841-5245

From: American Energy Rest. Equipment
 Abe Khatib
 Sales Consultant
 7538 Fullerton Court
 Springfield, VA 22153
 Phone: (703) 844-6666
 Cell: (703) 926-4876
 Fax: (703) 844-5387
 Email: akhatib@cleandishes.com

Project: FINE SHOPPE-1
 EASTERN MARKET

Item	Qty	Description
✓ 1	1	ea BOX Bally Refrigerated Boxes Model No. CUSTOM PREFABRICATED WALK-IN COMBO COOLER / FREEZER COOLER MEASURING 8' LONG X 8' WIDE X 8'-6" H AND FREEZER MEASURING 4' LONG X 8' WIDE X 8'-6" HIGH WITH REFRIGERATION W/ FLOOR FOR THE FREEZER. Extended Total for Item No.: 1:

Acceptance:

J. Glasgow
 Jennifer Glasgow

Date:

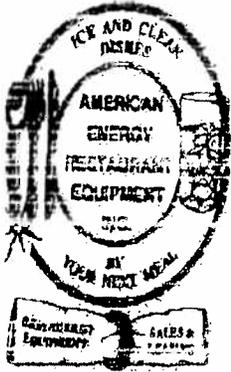
8/23/07

Printed Name:

missing items:

- volcan # VC490-10 to make a double stack refrigerated work table
- microwave ovens (2)
- Full sheet Pans (48)
- Federal Bakery Cases
 - 1 non refrigerated
 - 1 refrigerated
- Federal Bread Cases (3)

Abe Khatib
 8/23/07



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

8/22/2007

LUNCH

To: Turner Construction
 ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203

From:
 Abe Khatib
 Phone: 0

Phone: (703) 841-7010
 Fax: (703) 841-5245

*Add. notes CBS
 S211
 cooler breaker*

Project: THE MARKET LUNCH
 EASTERN MARKET

Item	Qty	Description	Unit Price	Call Total
✓ 1	1	ea CUSTOM FABRICATE 8' X8' WALK-IN COOLER W/ REFRIGER Bally Refrigerated Boxes Model No. CUSTOM CUSTOM FABRICATE 8' X8' WALK-IN COOLER W/ REFRIGERATION Extended Total for Item No. 1:		
2	1	ea WALK IN, MODULAR, SELF-CONTAINED Bally Refrigerated Boxes Model No. 760808 Class: 100 Walk In Freezer, 5'-10" X 7'-9" X 7'-6" H, Indoor Install'n, Bohn #PTN044L6B plug-in refrig. unit, alum floor panels, 4" urethane foamed-in-place, emb'd galval. int'r & ex'tr, 36" x78" infit door w/2-hinges, light, thermometer, pressure relief port	0,000.00	0,000.00
	1	ea Door hinge to be specified later Weight: 1831 lbs. total Extended Total for Item No. 2:		
✓ 3	1	ea SINK 1-COMPARTMENT Eagle Group Model No. 1818-1-18/3 Class: 150 Packed: each Square-Corner Sink, One Compartment, 18" front-to-back x 18"W sink compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel		
	1	ea E42 8" end splash on sink or drainboard Weight: 53 lbs. total Extended Total for Item No. 3:		
4	1	ea DISPOSER InSinkErator Model No. SS-75-12A-MS Complete Disposer Package, with 12" diameter bowl, 6 5/8" diameter inlet, with removable splash baffle and reversible bowl cover, 3/4 HP motor, s/s constr'n, includes syphon breaker, solenoid valve, flow control valve, manual switch, single direction	1,670.00	
	1	ea voltage to be determined later		

*Not rec'd yet
 expected 8/27*

Not rec'd

THE MARKET LUNCH

THE MARKET LUNCH

Weight: 65 lbs. total

Extended Total for Item No. 4:

SINK, HAND

Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each
Hand Sink, wall mount, 15" x 16 3/4" x 8", stainless steel construction with
deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved

Weight: 10 lbs. total

Extended Total for Item No. 5:

SINK 3-COMPARTMENT

Eagle Group Model No. 314-16-3-18L Class: 150 Packed: each
Sink, Three Compartment, 18" left drainboard, 19" front-to-back x 16"W
compartment, 14"D, with 9 1/2" backsplash, galv. open frame base w/side
crossrails, 16/304 stainless steel, NSF

Weight: 104 lbs. total

Extended Total for Item No. 6:

WORK TABLE, 60" LONG

Eagle Group Model No. T2460B-BS Class: 70 Packed: each
Work Table, 24"W x 60"L, 16 ga type 430 s/s top w/4-1/2" backsplash,
rolled front edge, sq. tumdown ends, 18 ga galv. adjust. undershelf, 1-5/8"
O.D. 16 ga galv. legs, adj. high impact plastic bullet feet, Uni-Lok® system

Weight: 73 lbs. total

Extended Total for Item No. 7:

REFRIG... REACH-IN DISPLAY

Traulsen Model No. AHT226W-FHG Class: 110
Refrigerator, Reach-in Display, Two-Section, Designed for Remote Refrig
System, stainless steel exterior, aluminum interior, shallow depth, hinged
glass full-height doors, with interior incandescent lights, with
INTELA-TRAUL™

2 ea 115v/60/1ph, cabinet only, direct wire, std.

2 ea 1 yr service/labor (std.)

2 ea Left door hinged left/right hinged right, std.

Weight: 1140 lbs. total

Extended Total for Item No. 8:

FRYER, GAS

Frymaster Model No. GF14-SD Class: 85 Packed: each
Fryer, Gas-Fired, medium-duty restaurant design, 30-40 lb. fat capacity,
millivolt controls, stainless pot and door, enamel cabinet

2 ea Gas type to be specified

Weight: 304 lbs. total

Extended Total for Item No. 9:

WORK TABLE, 60" LONG

Eagle Group Model No. T3060B Class: 70 Packed: each
Work Table, 30"W x 60"L, 16 ga type 430 s/s top w/rolled edges front &
back, sq. tumdown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga
galv. legs, adj. high impact plastic bullet feet

Weight: 76 lbs. total

Extended Total for Item No. 11:

ICE MAKER, CUBE-STYLE

Manitowoc Model No. SD-0602A Packed: each
S-Series Ice Maker, cube-style, air-cooled, self-contained condenser, up to
650-lb approximately/24 hours, stainless steel finish, dice also cubes

1 ea 3 year parts & labor warranty

THE MARKET LUNCH

Item	Qty	Description
	1	ea 5 year parts & labor warranty on evaporator
	1	ea 5- year parts & 3- year labor warranty on compressor
	1	ea 208-230v/60/1ph, std.
	1	ea B-570 Ice Bin, w/top-hinged front-opening door, approx. 430 lb ice storage capacity, for top-mounted ice maker, stainless steel exterior
	1	ea 3 year parts & labor warranty
	1	ea 6" adjustable stainless steel legs, std.
		Weight: 312 lbs. total
		Extended Total for Item No. 12:

13	1	ea WORK TABLE Eagle Group Model No. OB3060SE Class: 92.5 Packed: each Spec-Master® Enclosed Work Table, 30"W x 60"L, open front, 14 ga type 304 s/s top w/rolled edges front & back, sq. tumdown ends, 18 ga type 430 s/s wrapper, s/s legs, adj. feet Weight: 199 lbs. total Extended Total for Item No. 13:
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14	1	ea WORK TABLE Eagle Group Model No. OB3036SE-BS Class: 92.5 Packed: each Spec-Master® Enclosed Work Table, 30"W x 36"L, open front, 14 ga type 304 s/s top w/4-1/2" backsplash, rolled front edge, sq. tumdown ends, 18 ga type 430 s/s wrapper, s/s legs, adj. feet Weight: 137 lbs. total Extended Total for Item No. 14:
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15	1	ea REFRIGERATED COUNTER, SANDWICH TOP True Food Service Equipment, Inc Model No. TSSU-60-24M-B-ST Class: 110 Packed: each Mega Top Sand/Salad Unit, 15.5 cu.ft., (24) 1/6 size (4"D) poly pans, (2) s/s insul. covers, 8-7/8"D cut'g board, s/s top/front/sides, alum. back, (2) doors, (4) shelves, white alum. in'r w/300 ss floor, 5" castors, 1/3Hp, 115/60/1, NSF-7 1 ea Warranty - 5 year compressor (self-contained only) 1 ea Warranty - 1 year parts and labor 1 ea 883481 Single Utility Shelf, 60-3/8" long x 12" deep x 18" high, s/s, for TUC/TSSU-60-8/10/12/MEGA Weight: 355 lbs. total Extended Total for Item No. 15:
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16	1	ea REFRIGERATED COUNTER, WORK TOP True Food Service Equipment, Inc Model No. TWT-60 Class: 110 Work Top Refrigerator, Two Section, 15.5 cu.ft., (4) shelves, 300 series s/s top w/rear splash, (2) door & sides, white alum. interior w/300 series s/s floor, 5" castors, rear mount, 1/5 HP, 115v/60/1 1 ea Warranty - 5 year compressor (self-contained only) 1 ea Remote refrigeration available (compressor by others) deduct 14% from list price 1 ea Warranty - 1 year parts and labor 1 ea 883395 Double Utility Shelf, 60-3/8" long x 12" deep x 33" high, s/s, for TWT-60 Weight: 330 lbs. total Extended Total for Item No. 16:
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THE MARKET LUNCH

LUNCH

Item	Qty	Description		Sub Total
17	30	ea BAR STOOL, SWIVEL INDOOR Trade Advantage Model No. CH-DRBS-BL Class: 175 Packed: 6 pieces Double Ring Swivel Bar Stool, vinyl seat, 19 ga. heavy black metal frame, floor glides		
	30	ea BLK - Black vinyl Weight: 620.01 lbs. total Extended Total for Item No. 17:		
18	1	ea COFFEE GRINDER Bunn-O-Matic Model No. 33700.0000 Packed: each G9-2T DBC Coffee Grinder, portion control, dual 6 lb. hoppers, 3 batch sizes per hopper, stainless decor, high volume capacity, smart funnel allows for wireless brewer-grinder interface, 120v, 9.4amp, NEMA 5-15P Weight: 67 lbs. total Extended Total for Item No. 18:		
19	1	ea WORK TABLE, 72" LONG Eagle Group Model No. T3072B Class: 70 Packed: each Work Table, 30"W x 72"L, 16 ga type 430 stainless steel top w/rolled edges front & back, sq. turndown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet Weight: 84 lbs. total Extended Total for Item No. 19:		
20	1	ea CUSTOM FABRICATE 18" HOOD W/ FIRE SUPPRESSION SYST Captive-Aire Model No. CUSTOM CUSTOM FABRICATE 18" HOOD W/ FIRE SUPPRESSION SYSTEM, FANS, CURBS, ELECTRIC PACKAGE. Extended Total for Item No. 20:		
21	1	ea RANGE, RESTAURANT, GAS, 68" Wolf Range Model No. KKCHR-2-229-FT58 Class: 85 Range, 68" Challenger Restaurant, Gas, 2 open burners, 56" fry top, two 29" convection ovens, s/s front, sides, back riser & high shelf, fully-welded chassis, 6" adj. legs, 212,000 BTU/hr 1 ea 1 year limited parts & labor warranty, std. 1 ea Gas type to be specified 1 ea 115v/60/1-ph, 4.0 amps per fan motor, 5' cord & plug 1 ea 1 year limited parts & labor warranty, std. 1 ea Thermostatically controlled fry top, 56" - 1" thick 1 ea Fry top located, right 1 ea Casters, front locking 5" wheels, set of 6 Weight: 1190 lbs. total Extended Total for Item No. 21:		
22	1	ea RANGE, RESTAURANT, GAS, 34" Wolf Range Model No. KCHR-0-29-FT34 Class: 85 Range, 34" Challenger Restaurant, Gas, 34" fry top, 29" convection oven base, s/s front, sides, back riser & high shelf, fully-welded chassis, 6" adj. legs, 80,000 BTU/hr 1 ea 1 year limited parts & labor warranty, std. 1 ea Gas type to be specified 1 ea 115v/60/1-ph, 4.0 amps per fan motor, 5' cord & plug 1 ea 1 year limited parts & labor warranty, std. 1 ea Thermostatically controlled fry top, 34" - 1" thick		511.00

THE MARKET LUNCH

LUNCH

Item	Qty	Description	
	1	ea Fry top located, right	
	1	ea Casters (front locking 5" wheels) set of 4 Weight: 585 lbs. total	
Extended Total for Item No. 22:			
23	1	ea BROILER, GAS, CHAR-TYPE COUNTER Wolf Range Model No. SCB36C Class: 100 Charbroiler, 36" Counter Model, Gas, cast iron radiants, 5-1/8"W. reversible grates, pilot ignition, grease drawer, s/s control panel, top rim, stub back & grease trough, s/s sides, 4" adj. legs, 3/4" rear gas connection w/regulator, 87,000 BTU	4,100.00
	1	ea 1 year limited parts & labor warranty, std.	
	1	ea Gas type to be specified	
	1	ea STAND/C-VCCB36 Equipment Stand, 36" wide, stainless steel, with 5" casters, for Charbroiler counter models Weight: 455 lbs. total	1,100.00
Extended Total for Item No. 23:			
24	1	ea BUFFET, HOT FOOD, ELECTRIC Eagle Group Model No. DHT4-208 Class: 85 Packed: each Hot Food Table, Elec., 63-1/2" L, (4) 12"x20" (dry) wells w/infinite controls, stainless steel top w/8" poly cutting board, galv undershelf & tubular legs, adj. feet, 3000w, 208volts	2,000.00
	1	ea SS-HT4 Serving Shelf, 63-1/2", open front Weight: 191 lbs. total	200.00
Extended Total for Item No. 24:			
24	1	ea FREIGHT OVERRIDE FREIGHT OVERRIDE Model No. FREIGHT Freight Override	1,000.00
Extended Total for Item No. 24:			
25	1	ea INSTALLATION OVERRIDE INSTALLATION OVERRIDE Model No. INSTALLATION Installation Override	1,000.00
Extended Total for Item No. 25:			

Acceptance: _____ Date: _____

Printed Name: _____



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

9/22/2007

BILL

To: Turner Construction
 ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203

From: Abe Khatib
 Phone: 0

Phone: (703) 841-7010
 Fax: (703) 841-5245

Project: UNION MEAT CO.
 EASTERN MARKET

*Add
 Rec'd today 8/22
 Grinder Table
 84 x 30 x 25*

Item	Qty	Description	
✓ 1	1	ea DISPLAY CASE, MEAT/DELI Howard/McCray Model No. SC-CMS40E-12 Meat Service Case, single duty, 148-1/2"L, self-contained refrigeration, gravity coil system, extra humidity coil, s/s top, white interior & exterior, endless, 3/4 HP, 115v, 17.4 amps	
	1	ea 90 day labor/service warranty, standard	
	1	ea 9006 Stainless steel interior - top section, per linear foot	
	1	ea 9017-10 Red meat bulbs	
	1	ea 9026 Security locks, per set of doors	
	1	ea 9023 Drop work shelf, 10" x 46"	
		Weight: 1396 lbs. total	
		Extended Total for Item No. 1:	\$7,418.00
✓ 2	3	ea DISPLAY CASE, MEAT/DELI Howard/McCray Model No. SC-CMS35-12 Meat Service Case, double duty, 143"L, self-contained refrigeration, gravity coil system, extra humidity coil, s/s top, white interior & exterior, 3/4 HP, 115v, 17.4 amps	
	3	ea 90 day labor/service warranty, standard	
	3	ea 21-239-S Digital thermometer (factory installed)	
	3	ea 9006 Stainless steel interior - top section, per linear foot	
	3	ea 9026 Security locks, per set of doors	
	3	ea 9023 Drop work shelf, 10" x 45"	
	3	ea 9017-10 Red meat bulbs	
		Weight: 4032 lbs. total	
		Extended Total for Item No. 2:	

UNION MEAT CO.

Item	Qty	Description
3	2	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. R-CDS40E-6C Deli Service Case, single duty, double bend curved glass, 99"L, designed for remote refrigeration, gravity coil system, (1) adjustable mezzanine shelf, s/s top, white interior, front & ends, endless design, 115v, 1.6 amps
	2	ea 90 day labor/service warranty, standard
	1	ea 21-239-S Digital thermometer (factory installed)
	1	ea 9006 Stainless steel interior - top section, per linear foot
	1	ea 9012-8 Mezzanine shelf w/brackets
	1	ea 9013 Lights for mezzanine shelf, per 1/2 shelf
	1	ea 9026 Security locks, per set of doors
		Weight: 1820 lbs. total
		Extended Total for Item No. 3:
✓	1	ea HOT DOG GRILL, ROLLER-TYPE Star Mfg. Model No. 50SC Class: 100 Packed: each Star Grill-Max Pro® Hot Dog Grill, roller-type, Duratec™ rollers, capacity 50 hot dogs, infinite controls, 1535w
	1	ea 1 Yr, parts & labor warranty, std.
	1	ea 120v/60/1-ph, 1535 watts, 13 amps, cord w/NEMA #5-15P, std.
	1	ea SST-50 Bun Warmer, for models 50, 50S, 75A, and 75SA w/74BWS shelf, capacity 64 buns, 800w
	1	ea 120v/60/1-ph, 800 watts, 5.0 amps, cord w/NEMA #5-15P, std.
	1	ea 50SG-1D Sneeze Guard, single door, for models 50, 50S, 50BB, & 50SBB
		Weight: 156 lbs. total
		Extended Total for Item No. 4:
✓	1	ea SAW, MEAT, ELECTRIC Hobart Model No. 6801-18 Meat Saw, vertical blade, center-crown, dual flange pulleys, push-pull switch, s/s open-frame, 6 s/s roller bearings w/tri-rail carriage, direct-gear transmission, split rear table, adj. legs, hose down capabilities, 200-230/60/3, 3 hp
	1	ea 1-Yr. parts, labor & travel time during normal working hrs
		Weight: 584 lbs. total
		Extended Total for Item No. 5:
6	1	ea MEAT GRINDER Hobart Model No. 4732+BUILDUP Chopper (4732), BASE UNIT ONLY, 3-HP motor, #32 hub
	1	ea 4732-ELE00B 200/60/1
	1	ea 4732-CTRUSA *usa/export
	1	ea 4732-PANSST #32 stainless steel feed pan
	1	ea 4732-SWIMNO Switch without thermal overload
	1	ea 4732-FINPTD Epoxy enamel finish
	1	ea 4732-ENDTIN #32 tinned chopping end
		Extended Total for Item No. 6:
✓	2	ea SLICER, FOOD Hobart Model No. 2612+BUILDUP Slicer, manual, angle feed, 12" s/s CleanCut knives, MICROBAN® antimicrobial protection, Poly-V-Belt drive, permanent ring guard, tilting removable s/s carriage & knife cover, top mounted sharpener, aluminum base w/tilt

1 rec'd

Missing
↳ on order
expected to
receive by 8/25

Item	Qty	Description
	2	ea 1-Yr. parts, labor & travel time during normal working hrs w/in the USA
	2	ea 2612-ELE08J 120/60/i
	2	ea 2612-CTRDOM Domestic
	2	ea 2612-THKSTD Standard thickness Weight: 274 lbs. total
Extended Total for Item No. 7:		

6	6	ea SCALE, PRICE COMPUTING Hobart Model No. WC30+BUILDUP Price Computing Scale with 30 PLU's, S/S Platter, Large LCD Display, Sleep Mode
	9	ea 1-Yr. parts, labor & travel time during normal working hrs
	9	ea WC30-WEI005 Avoir, 10x5lb/30x.01lb
	9	ea WC30-MONDOL Dollar symbol
	9	ea WC30-LANENG English Weight: 162 lbs. total
Extended Total for Item No. 8:		

rec'd
↳ wrong scale sent
↳ looking to change
↳ Found labion to buy new ones

2	12	ea SHELVING UNIT, WIRE Metro Model No. 5A557BR Class: 70 Packed: each Super Adjustable Super Erecta® Starter Shelving Unit, 5 wire shelves and 4 posts, 74" H, 24" W, 48" L, Brite (zinc plated) finish, shipped unassembled Weight: 1176 lbs. total
Extended Total for Item No. 9:		

10	3	ea SHELVING UNIT, WIRE Metro Model No. 5A537K3 Class: 70 Packed: each Super Adjustable Super Erecta® Starter Shelving Unit, 5 wire shelves and 4 posts, 74" H, 24" W, 36" L, Metroseal 3 (dark green epoxy) finish, shipped unassembled Weight: 243 lbs. total
Extended Total for Item No. 10:		

11	1	ea WORK TABLE, 48" LONG Eagle Group Model No. T3048B-BS Class: 70 Packed: each Work Table, 30"W x 48"L, 16 ga type 430 s/s top w/4-1/2" backsplash, rolled front edge, sq. tumdown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet, Uni-Lok® system
	2	ea 502942 Drawer, 15", w/pull flange and full front Weight: 120 lbs. total
Extended Total for Item No. 11:		

Drawers were not rec'd

12	1	ea WORK TABLE, 72" LONG Eagle Group Model No. T3072EB-BS Class: 70 Packed: each Deluxe Work Table, 30"W x 72"L, 16 ga type 304 stainless steel top w/4-1/2" backsplash, rolled front edge, sq. tumdown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet, Uni-Lok® system
	3	ea 501571 Drawer, 20", w/pull flange and full front Weight: 168 lbs. total
Extended Total for Item No. 12:		

Cutting table rec'd
Drawers were not rec'd

Item	Qty	Description
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13	1	ea WORK TABLE, 86" LONG Eagle Group Model No. T3088GTB-BS Class: 70 Packed: each Work Table, 30"W x 96"L, 16 ga type 430 s/s top w/4-1/2" backsplash, rolled front edge, sq. turndown ends, 1-5/8" O.D. 16 ga galv. legs, 1-1/4" O.D. side & rear crossrails, adj. high impact plastic bullet feet, Uni-Lok® system
	3	ea 501571 Drawer, 20", w/pull flange and full front Weight: 181 lbs. total Extended Total for Item No. 13:

*no back splash rec'd
cutting block rec'd*

14	1	ea WORK TABLE Eagle Group Model No. OB3048SE-BS Class: 82.5 Packed: each Spec-Master® Enclosed Work Table, 30"W x 48"L, open front, 14 ga type 304 s/s top w/4-1/2" backsplash, rolled front edge, sq. turndown ends, 16 ga type 430 s/s wrapper, s/s legs, adj. feet Weight: 167 lbs. total Extended Total for Item No. 14:
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*Cutting block rec'd
no back splash*

\$1,294.00

15	1	ea WORK TABLE Eagle Group Model No. OB3060SE-BS Class: 82.5 Packed: each Spec-Master® Enclosed Work Table, 30"W x 60"L, open front, 14 ga type 304 s/s top w/4-1/2" backsplash, rolled front edge, sq. turndown ends, 18 ga type 430 s/s wrapper, s/s legs, adj. feet
	1	ea E18 Duplex receptacle and mounting plate (under table) Weight: 201 lbs. total Extended Total for Item No. 15:

no receptacle rec'd

16	1	ea WORK TABLE Eagle Group Model No. OB3084SE-BS Class: 92.5 Packed: each Spec-Master® Enclosed Work Table, 30"W x 84"L, open front, 14 ga type 304 s/s top w/4-1/2" backsplash, rolled front edge, sq. turndown ends, 18 ga type 430 s/s wrapper, s/s legs, adj. feet
	1	ea E18 Duplex receptacle and mounting plate (under table) Weight: 299 lbs. total Extended Total for Item No. 16:

✓

17	3	ea WORK TABLE, 84" LONG Eagle Group Model No. T3084B Class: 70 Packed: each Work Table, 30"W x 84"L, 16 ga type 430 s/s top w/rolled edges front & back, sq. turndown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet Weight: 288 lbs. total Extended Total for Item No. 17:
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Didn't receive

18	1	ea WORK TABLE, 36" LONG Eagle Group Model No. T2438B Class: 70 Packed: each Work Table, 24"W x 36"L, 16 ga type 430 s/s top w/rolled edges front & back, sq. turndown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 16 ga galv. legs, adj. high impact plastic bullet feet Weight: 50 lbs. total Extended Total for Item No. 18:
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✓

19	1	ea SINK, HAND Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with deck mounted goose-neck faucet, 4" splash, basket drain, NSF approved
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✓

UNION MEAT CO.

Weight: 10 lbs. total

Extended Total for Item No. 19:

- ✓ 1 ea SINK 3-COMPARTMENT
Eagle Group Model No. 1835-3-16/3 Class: 150 Packed: each
Square-Corner Sink, Three Compartment, 18" front-to-back x 12"W
compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel
- 1 ea 300716 Faucet, 12"L, splash-mounted mixing faucet, 8" centers, swing
nozzle

Weight: 79 lbs. total

Extended Total for Item No. 20:

- ✓ 21 1 ea REFRIG... MERCHANDISER
True Food Service Equipment, Inc Model No. GDM-23 Class: 110
Refrigerated Merchandiser, One-Section, 23 cu. ft., (4) shelves, laminated
vinyl exterior, white aluminum interior w/300 series s/s floor, (1) Low-E
thermal glass hinged door, fluorescent interior lights, 1/3 HP, 115/60/1
- 1 ea Warranty - 1 year parts and labor
- 1 ea Warranty - 5 year compressor (self-contained only)
- 1 ea Door hinged right standard
- 1 ea Illuminated sign panel: S-TS-01 "TRUE Stripe" graphic, std.

Weight: 315 lbs. total

Extended Total for Item No. 21:

- ✓ 22 1 ea WALK IN, MODULAR, SELF-CONTAINED
Bally Refrigerated Boxes Model No. 760810 Class: 100
Walk In Freezer, 7'-9" X 9'-8" X 7'-6" H, indoor install'n, Bohn
#PTN052L6B plug-in refrig. unit, alum floor panels, 4" urethane
foamed-in-place, emb'd galval. int'r & ext'r, 36" x78" infft door w/2-hinges,
light, thermometer, pressure relief port
- 1 ea Door hinge to be specified later

Weight: 2463 lbs. total

Extended Total for Item No. 22:

- ✓ 23 1 ea CUSTOM FABRICATE WALK-IN COOLER 7'-9" X 24'-0" W
Bally Refrigerated Boxes Model No. CUSTOM
CUSTOM FABRICATE WALK-IN COOLER 7'-9" X 24'-0" W/
REFRIGERATION

Weight: 3474 lbs. total

Extended Total for Item No. 23:

- 24 1 ea FREIGHT OVERRIDE
FREIGHT OVERRIDE Model No. FREIGHT
Freight Override

Extended Total for Item No. 24:

- 25 1 ea INSTALLATION OVERRIDE
INSTALLATION OVERRIDE Model No. INSTALLATION
Installation Override

Extended Total for Item No. 25:

Accepted: _____

Date: _____

Printed Name: _____



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

R/22/2007

PAIK

To: Turner Construction
 ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203

From:
 ABe Khatib
 Phone: 0

Phone: (703) 841-7010
 Fax: (703) 841-5245

Project: PAIK PRODUCE
 EASTERN MARKET

Item	Qty	Description
✓ 1	4	<p>ea SHELVING UNIT, WIRE Metro Model No. 5A357K3 Class: 70 Packed: each Super Adjustable Super Erecta® Starter Shelving Unit, 5 wire shelves and 4 posts, 74" H, 18" W, 48" L, Metroseal 3 (dark green epoxy) finish, shipped unassembled Weight: 312 lbs. total Extended Total for Item No. 1:</p>
✓ 2	1	<p>ea SINK, HAND Eagle Group Model No. HSAE-10-FA Class: 85 Packed: each Hand Sink, wall mount, 15" x 16 3/4" x 9", stainless steel construction, with deck mounted gooseneck faucet, 4"H splash, basket drain, NSF approved Weight: 10 lbs. total Extended Total for Item No. 2:</p>
✓ 3	1	<p>ea SINK 2-COMPARTMENT Eagle Group Model No. 1836-2-16/3 Class: 150 Packed: each Square-Corner Sink, Two Compartment, 18" front-to-back x 18"W sink compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel 1 ea 300716 Faucet, 12"L, splash-mounted mixing faucet, 8" centers, swing nozzle Weight: 75 lbs. total Extended Total for Item No. 3:</p>
✓ 4	1	<p>ea WALK IN, MODULAR, SELF-CONTAINED Bally Refrigerated Boxes Model No. 760810C Class: 100 Walk In Cooler, 7'-0" X 9'-3" X 7'-6" H, Indoor install'n, Bohn #PTN063H26 plug-in refrig. unit, alum floor panels, 4" urethane foamed-in-place, embossed galvalum: interior & exterior, 36" x 78" init door w/2-hinges, light, thermometer 1 ea Door hinge to be specified later</p>

*Ordered
 10 x 8*

PAIK PRODUCE

8/22/2007

PAIK PRODUCE

PAIK

Weight: 2341 lbs. total

Extended Total for Item No. 4:

5 1 ea FREIGHT OVERRIDE
 FREIGHT OVERRIDE Model No. FREIGHT
 Freight Override
 Extended Total for Item No. 5:

6 1 ea INSTALLATION OVERRIDE
 INSTALLATION OVERRIDE Model No. INSTALLATION
 Installation Override
 Extended Total for Item No. 6:

Acceptance: *[Signature]* Date: 8/22/07

Printed Name: Ju Young Jung

Steve Harris
 OPM 8/22/07



AMERICAN ENERGY RESTAURANT EQUIPMENT, INC.

8/22/2007

To: Turner Construction
ENGERS
 3865 WILSON BLVD.
 Arlington, VA 22203

From: Abe Khatib
 Phone: 0

SEA
Need Disposal on [unclear]

Phone: (703) 841-7010
 Fax: (703) 841-5245

Project: SOUTHERN MARYLAND SEAFOOD CO.
 EASTERN MARKET

Item	Qty	Description
1	1	ea CUSTOM FABRICATE WAL-IN COOLER MEASURING 8' X 8' X Bally Refrigerated Boxes Model No. CUSTOM CUSTOM FABRICATE WAL-IN COOLER MEASURING 8' X 8' X 8'H WITH REFRIGERATION. Weight: 1690 lbs. total Extended Total for Item No. 1:
2	1	ea WALK IN, MODULAR, SELF-CONTAINED Bally Refrigerated Boxes Model No. 780808 Class: 100 Walk In Freezer, 7'-9" X 7'-9" X 7'-8" H, Indoor Install'n, Bohn #PTNO44L6B plug-in refrig. unit, alum floor panels, 4" urethane foamed-in-place, amb'd galval. int'r & ext'r, 36" x78" infit door w/2-hinges, light, thermometer, pressure relief port 1 ea Door hinge to be specified later Weight: 2126 lbs. total Extended Total for Item No. 2:
3	2	ea DISPLAY CASE, REFRIGERATED DELI Howard/McCray Model No. SC-CDS32E-6 Deli Service Case, single duty, 74"L, self-contained refrigeration, gravity coil system, (2) adjustable mezzanine shelves, s/s top, white interior & exterior, endless design, 1/3 HP, 115v, 9.1 amps 2 ea 90 day labor/service warranty, standard Weight: 1360 lbs. total Extended Total for Item No. 3:
4	4	ea DISPLAY CASE, DELI FISH Howard/McCray Model No. SC-CFS35-6 Fish/Poultry Service Case, double duty, 96"L, self-contained refrigeration, gravity coil system, s/s ice pans w/drains, s/s top, white interior & exterior, 1/3 HP, 115v, 9.1 amps

(2) Needs floor drain

WALK IN

Post

1/3 HP, 115v, 9.1 amps

SOUTHERN MARYLAND SEAFOOD CO.

SOUTHERN MARYLAND SEAFOOD CO.

Item	Qty	Description
4	ea	90 day labor/service warranty, standard
	ca	3000 Stainless steel interior - top section, pre-linear foot Weight: 3600 lbs. total Extended Total for Item No. 4:
5	1	ea SINK, HAND Eagle Group Model No. HSA-10-F Class: 85 Packed: each Hand Sink, wall model, 14 3/4" x 18 7/8" w/7 1/2" backsplash, stainless steel constr'n, splash mount gooseneck faucet, basket drain, deep-drawn seamless design-positive drain, NSF approved Weight: 12 lbs. total Extended Total for Item No. 5:
6	1	ea SINK 3-COMPARTMENT Eagle Group Model No. 1836-3-16/3 Class: 150 Packed: each Square-Corner Sink, Three Compartment, 18" front-to-back x 12"W compartment, 14"D, with 8"H splash, galv. legs, 16/304 stainless steel Weight: 79 lbs. total Extended Total for Item No. 6:
7	1	ea WORK TABLE, 36" LONG Eagle Group Model No. T2436B Class: 70 Packed: each Work Table, 24"W x 36"L, 16 ga type 430 s/s top w/rolled edges front & back, sq. tumdown ends, 18 ga galv. adjust. undershelf, 1-5/8" O.D. 18 ga galv. legs, adj. high impact plastic bullet feet Weight: 50 lbs. total Extended Total for Item No. 7:
8	3	ea LABEL PRINTING SCALE Hobart Model No. QUANTM1-1N Quantum Service Scale/Printer, 30 lb. x .01 lb graduations, full cap. tare, vacuum fluorescent display w/built-in marquee, built-in label printer, wide labels, ATM style console w/LCD graphics operator display, NSF approved, 115v/60/1, 1.25 Extended Total for Item No. 8:
9	1	ea MERCHANDISER, BAGGED ICE True Food Service Equipment, Inc Model No. GDIM-49 Class: 110 Ice Merchandiser, Two-Section, 49 cu. ft., (100) 8 lb. bag cap., vinyl exterior, white interior w/300 series s/s floor, floor rack, (2) Low-E thermal glass hinged doors, interior fluorescent lighting, 1/2 HP, 115/60/1 1 ea Warranty - 5 year compressor (self-contained only) 1 ea Warranty - 1 year parts and labor 1 ea Exterior: Permanent non-peel non-chip white vinyl, std. 1 ea Illuminated sign panel: S-SI-01 "Sparkling Ice" graphic, std. Weight: 500 lbs. total Extended Total for Item No. 9:
10	1	ea *** NO CATEGORY OR SPEC GIVEN *** MARINELAND COMMERCIAL AQUARIUMS Model No. TANK Extended Total for Item No. 10:
11	2	ea FREEZER MERCHANDISER True Food Service Equipment, Inc Model No. GDM-49F Class: 110 Freezer Merchandiser, Two-Section, -10° F, 49 cu. ft., (8) shelves, laminated vinyl ext'r, white int'r w/300 series s/s floor, (2) triple-pane thermal glass hinged door, fluorescent int'r lights, 1.5 HP, 115/208-230/60/1

SOUTHERN MARYLAND SEAFOOD CO.

Item	Qty	Description
	2	ea Warranty - 5 year compressor (self-contained only)
	2	ea Warranty - 1 year parts and labor
	2	ea Left door hinged left, right door hinged right standard
	2	ea Exterior: Permanent non-peel non-chip white vinyl, std.
	2	ea Illuminated sign panel: S-TS-01 "TRUE Stripe" graphic, std. Weight: 1290 lbs. total
Extended Total for Item No. 11:		
12	1	ea REFRIG... MERCHANDISER True Food Service Equipment, Inc Model No. GDM-49 Class: 110 Refrigerated Merchandiser, Two-Section, 49 cu. ft.; (8) shelves, laminated vinyl exterior, white interior w/300 series s/s floor, (2) Low-E thermal glass hinged doors, fluorescent interior lights, 1/2 HP. 115/60/1
	1	ea Warranty - 1 year parts and labor
	1	ea Warranty - 5 year compressor (self-contained only)
	1	ea Left door hinged left, right door hinged right standard
	1	ea Exterior: Permanent non-peel non-chip white vinyl, std.
	1	ea Illuminated sign panel: S-TS-01 "TRUE Stripe" graphic, std. Weight: 490 lbs. total
Extended Total for Item No. 12:		
13	1	ea FREIGHT OVERRIDE FREIGHT OVERRIDE Model No. FREIGHT Freight Override
Extended Total for Item No. 13:		
14	1	ea INSTALLATION OVERRIDE INSTALLATION OVERRIDE Model No. INSTALLATION Installation Override
Extended Total for Item No. 14:		

1) Marine Lobster Tank - 2 units for return

Acceptance: Richard C Glasgow Date: 8/23/07
 Printed Name: RICHARD C GLASGOW

[Handwritten signatures and initials]

**FOURTH AMENDMENT OF
LEASE AND PROPERTY MANAGEMENT AGREEMENT**

THIS FOURTH AMENDMENT OF LEASE AND PROPERTY MANAGEMENT AGREEMENT (the "Fourth Amendment") is made this 27TH day of June, 2008, by and between EASTERN MARKET VENTURE, INC. ("EMV") and the DISTRICT OF COLUMBIA, a municipal corporation (hereinafter the "District").

WHEREAS, EMV and the District executed a Lease and Property Management Agreement dated December 21, 2001 and a First Amendment and Extension of Lease, a Property Management Agreement dated January 1, 2003, a Second Amendment and Extension of Lease and Property Management Agreement dated May 1, 2004, and a Third Amendment and Extension of Lease and Property Management Agreement dated September 14, 2007 (hereinafter collectively referred to as the "Lease") for the use and operation of portions of the Historic Eastern Market located at 225 7th Street, S.E., Washington, DC 20009 and the temporary Eastern Market structure known as the East Hall; and

WHEREAS, the current term of the Lease expires on June 30, 2008; and

WHEREAS, the District has the right to extend the Lease under the then existing terms for an additional six (6) months commencing July 1, 2008 and terminating December 31, 2008 by giving EMV sixty (60) days written notice prior to expiration of the Term; and

WHEREAS, the parties wish to extend the Term to December 31, 2008; and

WHEREAS, the District and EMV have decided to execute this Fourth Amendment for the purpose of providing for the continued management of Eastern Market during the Extended Term, during which the District may issue a request for proposals to select a new market manager; and

~~WHEREAS, there remains a dispute between the District and EMV concerning EMV's right to extend the term of the Lease for an additional five (5) year term.~~

RES/mc

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. EXERCISE OF OPTION TERM: The parties hereby agree that the District has exercised its right to extend the Term to December 31, 2008 (the "Extended Term"). EMV acknowledges and agrees that the District failed to give sixty (60) days written notice of its intention to exercise its right to extend the Term and hereby waives its right to such sixty (60)-day written notice. EMV further waives its right to decline such extension as set forth in the Third Amendment
2. ~~ONGOING DISPUTE AND RESERVATION OF RIGHTS: There remains a dispute between the District and EMV concerning EMV's right to extend the term of the Lease for an additional five (5) year term. The parties expressly reserve all~~

RES/mc

~~rights and defenses in connection with such dispute notwithstanding this Fourth Amendment. The parties may, but shall not be obligated to, negotiate and/or resolve the dispute during the Extended Term.~~

RES/mc

- 3. CONFLICT OF TERMS. Except as expressly amended herein, all terms and conditions in the Lease shall remain in full force and effect, and all capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease. In the event of any conflict between the terms of the Lease and this Fourth Amendment, the terms of this Fourth Amendment shall control.
- 4. EXECUTION OF AGREEMENT. EMV and the District agree that this Agreement may be executed in counterparts. The parties intend that faxed signatures and a faxed copy of this Agreement containing the signatures (original or faxed) of all parties, in counterpart, shall be binding upon both parties.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment and Extension to Lease and Property Management Agreement as of the date and year first written above intending it to be a document under seal.

LANDLORD:

District of Columbia
A Municipal Corporation

By: [Signature] Date: 6/27/08
Robin Eve Jasper, Chief Property Management Officer

Approved as to Legal Sufficiency:
Office of the Attorney General for the
District of Columbia

By: [Signature] Date: 6/27/08
Assistant Attorney General

TENANT:

Eastern Market Venture, Inc.
A not-for-profit corporation
A District of Columbia Non-profit Corporation

By: [Signature] Date: 6/27/08

Witness:

By: [Signature] Date: 6.27.08

EASTERN MARKET
WASHINGTON, DC

SUBLEASE AND EQUIPMENT USAGE AGREEMENT

THIS SUBLEASE ("Sublease") is made this ____ day of _____, 2007 (the "Effective Date") by and between Eastern Market Venture, Inc., hereinafter "Manager" or "EMV" and _____, having its principal business address at East Hall, Eastern Market, Seventh Street and North Carolina Avenue, SE, Washington, DC 20037 (hereinafter "Merchant").

RECITALS

- A. EMV enters into this Sublease pursuant to its rights as Lessee under a Lease and Property Management Agreement with the District of Columbia (the "District"), dated December 21, 2001, as amended by a First Amendment and Extension of Lease Agreement dated January 1, 2003; a Second Amendment and Extension of Lease and Property Management Agreement dated May 1, 2004; and a Third Amendment and Extension of Lease and Property Management Agreement dated August ____, 2007 (collectively the "Master Lease"), for the right to use the: (1) Eastern Market, located on Lot 800 in Square 872 in the District of Columbia, with a street address of 225 7th Street, S.E. (the "Eastern Market"); (2) the South Hall, Center Hall, rear drive alley behind the Building, on Mondays through Saturdays that part of the exterior plaza of Eastern Market occupied by the Farmers' Line, and on Sundays all of the Eastern Market Square occupied by authorized Farmer vendors (collectively, the "South Hall Premises"); (3) the North Hall, on Mondays through Saturdays the North Plaza, and on Sundays all of the Eastern Market Square not occupied by authorized Farmer vendors (collectively, the "North Hall Premises"); and (4) the temporary structure constructed and located at the northern end of the Hine Jr. High School playground between 7th and 8th Streets S.E. in Square 901 in the District of Columbia, now referred to as the East Hall Building (all collectively referred to as the "Eastern Market Premises")
- B. The Third Amendment and Extension of Lease and Property Management Agreement currently expires June 30, 2008; unless otherwise extended by the parties thereto.
- C. Section 37-106 of the DC Code prohibits a tenant from occupying any space or stand inside the Eastern Market building without first having entered into a written contract with the market manager.

For and in consideration of the premises and the rents herein reserved, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing Recitals are hereby incorporated into this Sublease to the same extent as if set forth herein in full and made a part hereof.
2. Merchant's Premises: Manager agrees to allow Merchant to use and occupy the East Hall Building on a non-exclusive basis as provided herein, and to occupy on an exclusive basis and subject to the terms and condition set forth herein, that certain space known as

Unit [REDACTED] (the "Merchant's Premises") located in the newly constructed East Hall Building . The Merchant agrees to accept the Merchant's Premises in "As Is" condition.

3. Term: The term of this Sublease shall commence upon the Effective Date written above, and shall terminate on June 30, 2008 or upon the expiration or termination of the Master Lease, whichever occurs earlier. Upon expiration or termination of this Sublease, Merchant agrees to promptly vacate the Merchant's Premises. Merchant shall leave the Merchant's Premises in working order, with all District-owned equipment in place, in broom clean condition, and shall remove all personal items except fixtures which are and shall remain the property of the District. Any personal items not removed by the Merchant shall be deemed abandoned and may be removed at the sole cost and expense of Merchant.
4. Base Rent: Commencing October 1, 2007, Merchant shall pay to Manager a base monthly rent for the Merchant's Premises in the amount of \$[REDACTED] ("Base Rent") without demand, deduction or set-off. Base Rent shall be due on the first of the month and Merchant shall pay a late charge of ten percent (10%) for each rent payment received by Manager which is more than five (5) days late and a returned check charge of Twenty-five Dollars (\$25.00). Receipt and acceptance of a late charge shall not constitute a waiver of Manager's right to declare a default if subsequent payments are not made on the first of the month, in advance. The Merchant shall pay all said rent by check to Eastern Market Venture, Inc., *P.O. BOX 17436, DEPARTMENT 380, BALTIMORE, MD 21297-0467*, or to such other party or to such other address as Manager may designate from time to time by written notice to Merchant.
5. Utility Charges. All charges for Merchant's electric and gas incurred in connection with Merchant's use of the Merchant's Premises shall be paid as follows:
 - a) Additional Rent - Commencing November 1, 2007, in addition to the Base Rent, Merchant shall pay to Manager, in arrears (for the period beginning October 1, 2007), additional rent equivalent to electric and gas usage, if any, by the Merchant as determined by individual metering of equipment located within the Merchant's Premises or as determined by the historical usage of electric and gas by the Merchant (the "Additional Rent"). The Manager shall bill Additional Rent in addition to the Base Rent and it shall be payable as provided hereunder. The Manager shall determine the historical usage of the Merchant by calculating the average usage of the Merchant during the twelve month period from May 1, 2006 through April 30, 2007 ("Historical Usage"). The Merchant shall provide the Manager with documentation of electric and gas usage during this twelve-month period by not later than October 15, 2007.
 - b) Common Area Usage Fee - In addition to the Base Rent and the Additional Rent, commencing December 1, 2007 and payable in arrears (for the period beginning October 1, 2007), the Merchant shall also pay to the Manager a common area usage fee calculated as follows: The average of the total electric bill for the East Hall Building from September 1, 2007 through October 30, 2007 minus average total electric usage specifically attributable to the Merchants, as determined by individual metering of equipment located within the Merchant's Premises during the same period or as determined by Historical Usage, minus twenty percent (20%) of the then remaining balance and then dividing the remaining balance

between all Merchants then occupying the East Hall Building on a pro-rata basis according to the square footage occupied by the Merchant in comparison to the total square footage of the entire East Hall Building ("Common Area Usage Fee").

- c) Reconciliation Reporting - Beginning January 1, 2008 and continuing quarterly thereafter until the expiration or termination of this Sublease, the Manager shall submit a statement ("Reconciliation Report") showing the aggregate of the common area usage fees paid by Merchant during the preceding quarter and the actual dollar amount of Merchant's share of the electric charges for the East Hall Building. If the Reconciliation report indicates that the aggregate of Merchant's Common Area Usage Fees during the preceding quarter exceeds Merchant's actual liability, then Manager shall credit the net overpayment toward Merchant's next obligation to pay Rent under this Sublease (or shall issue a refund to Merchant in the event that this Sublease has terminated or expired). If the Reconciliation Report indicates that Merchant's actual liability exceeds the aggregate of Merchant's Common Area Usage Fees paid during the preceding quarter, the Merchant shall pay the amount of such excess within thirty (30) days of receiving such Reconciliation Report.
 - d) The Base Rent, Additional Rent and the Common Area Usage Fee shall collectively hereinafter be referred to as the Rent. The difference between the current Base Rent and the sum of the Base Rent and the Common Area Usage Fee shall at no time during the Term exceed 110% of the Consumer Price Index.
6. Permitted Use: Merchant will use the Merchant's Premises for the operation of [REDACTED] and for no other use. Merchant will not use, nor permit the Merchant's Premises to be used for any disorderly, improper, unlawful or extra hazardous purpose. Merchant shall comply with all laws, ordinances and regulations affecting the cleanliness, safety and occupancy of the Merchant's Premises and shall be required to obtain a certificate of occupancy, license to operate its premises and other permits if required by applicable law.
7. Hazardous Material; Indemnity. Merchant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Merchant's Premises by Merchant, its agents, employees, contractors or invitees. If Merchant breaches said obligations, or if the presence of Hazardous Materials on the Merchant's Premises or the Property is caused or permitted by Merchant or results in contamination of the Merchant's Premises or the Property, then Merchant shall indemnify, defend and hold Manager and the District of Columbia harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses. The indemnification set forth in this section shall survive the termination of the Sublease.
8. Machinery and Equipment.
- A. Merchant shall not transport any heavy machinery, equipment or other bulky matter into or out of the Building, East Hall Premises or Merchant's Premises without Manager's prior written consent. Merchant shall be liable for any damage done to the Building, East Hall or Merchant's Premises resulting from the movement of any such equipment.
 - B. District-Owned Equipment and Keys

- 1) Inventory: Manager assigns to the Merchant the use of the equipment as identified in Exhibit A (the "Assigned Market Equipment") for use solely in connection with the Merchant's authorized business activities conducted on the Merchant's Premises pursuant to this Sublease;
- 2) Ownership: the Assigned Market Equipment shall at all times remain the personal property of the District of Columbia and under the supervision and control of the Manager. Merchant shall not at any time remove the Assigned Market Equipment from the Merchant's Premises. Merchant shall not sublease, assign, loan, encumber or alter the Assigned Market Equipment. Manager or the District of Columbia may affix tags or other identification of ownership to the Assigned Market Equipment which the Merchant shall not remove;
- 3) Assumption of Risk: Merchant assumes and shall bear full responsibility and risk for loss, damage or injury resulting from Merchant's, or its agent, guest or employee's, use of the Assigned Market Equipment and agrees to defend, indemnify and save harmless the District and Manager in connection with any claims resulting from the use or operation of the Assigned Market Equipment. The Merchant acknowledges that by accepting the Assigned Market Equipment it represents to Manager that Merchant, its agents and employees possess the requisite knowledge and skills to operate such equipment safely and in accordance with the manufacturer's instructions. Merchant assumes all risk in the operation of the Assigned Market Equipment and shall be responsible at all times for providing safety devices and taking appropriate measures to protect users and operators;
- 4) Maintenance: Merchant shall be responsible for maintenance, repair and replacement of the Assigned Market Equipment and neither the Manager nor the District of Columbia shall be responsible for providing maintenance, repair or replacement of Assigned Market Equipment;
- 5) Warranty By Manager. Manager represents and warrants, based upon information provided by the District, that the equipment is new and in good working condition and will assist Merchant in the resolution warranty requests between Merchant and manufacturer or equipment suppliers by maintaining and providing warranty documentation and records.
- 6) Surrender of Equipment – At the expiration of the Term or upon termination of this Sublease in accordance with the terms herein, Merchant shall surrender all Assigned Market Equipment to the Manager(or its successor) in good condition, excepting normal wear and tear, and free and clear of any encumbrances. Merchant agrees to compensate the District of Columbia in the amount of the full replacement value should any item of equipment not be returned as provided herein or is returned damaged or broken, due to any cause whatsoever;
- 7) Loss, Theft or Damage – Merchant assumes all risk for loss, theft and damage to the Assigned Market Equipment and agrees to compensate the District of Columbia in the amount of the full replacement value should any item of equipment be lost, stolen or damaged; and
- 8) Keys and Access to East Hall – Upon execution of this Sublease, Merchant shall receive a key for the main exterior doors of the East Hall Building and an alarm access code to allow access to the East Hall Building during non-business hours. Manager shall provide Merchant with a second key within thirty (30) days of the Effective Date. Merchant agrees that the keys shall not be duplicated or shared with other persons who are not a party to this Sublease and that Merchant shall not share the alarm access code with persons unless specifically authorized by Manager in

writing. Merchant shall be responsible for loss, damage, theft or other acts resulting from the unauthorized entry into the East Hall using the Merchant's keys or alarm access code. Upon expiration or termination of this Sublease, Merchant shall promptly return the keys to the Manager(or its successor). If Merchant loses or fails to return the keys to the Manager as required herein, Merchant shall pay the Manager (or its successor) a fee of Five Hundred Dollars and 00/100 (\$500).

9. Insurance Coverage. Merchant shall, at its expense, and for the mutual benefit of the Manager and the District and the Merchant, carry a comprehensive general liability insurance policy with coverage limits of not less than \$1,000,000 during the Sublease term. Manager and the District shall be listed as additional insureds. Manager and Merchant hereby waive any right that each may have against the other or against the District on account of any loss or damage occasioned to its property arising from any risk generally covered by comprehensive general liability insurance.
10. Merchant's Repairs. The Merchant hereby covenants to keep the interior of the Merchant's Premises in good order and to surrender the peaceful and quiet possession of the Merchant's Premises at the end of the Sublease term in as good condition as when received, ordinary wear of the property and damage by fire or other casualty not due to the negligence of Merchant, its agents, servants and employees, excepted. In the event that Merchant fails, after ten (10) days written notice from Manager, to keep the Merchant's Premises in a good state of condition and repair, Manager may, at its option (but without being obliged to do so), enter upon the Merchant's Premises to make such repairs at Merchant's expense.
11. Maintenance by Manager. Manager shall maintain in good order and repair the roof, structure and exterior of the Building, and grounds, sidewalks, except that Merchant shall be responsible for any repair caused by the negligent, or intentional act or omission of Merchant, its officers, agents, or employees. Manager shall also be responsible for maintenance of the common areas within the East Hall Building and public restrooms, pest-control and trash removal from trash receptacles provided by the Manager.
12. Merchant's Negligence. If damage occurs to the Merchant's Premises, the East Hall or the Building as a result of the negligent or intentional act or omission of the Merchant, rent shall not be suspended and Merchant shall be liable for all repair and/or restoration costs.
13. Rules. Merchant shall at all times conduct its business in the Merchant's Premises and use the Common Areas of the Property in accordance with Manager's Rules and Regulations. Manager reserves the right from time to time to amend or supplement the said Rules and Regulations, and to adopt and promulgate reasonable additional Rules and Regulations applicable to the Eastern Market Premises.
14. Assignment and Subletting. Merchant shall not assign, transfer, mortgage, hypothecate or otherwise encumber this Sublease, nor further sublease all or any part of the Merchant's Premises, without Manager's prior written consent.
15. Alterations. Merchant shall not make any alterations, additions or improvements to the Merchant's Premises without Manager's prior written consent.

16. Signs: Merchant shall not display or maintain any sign, picture, advertisement, awning, canopy, merchandise, notice, or lights without Manager's prior written consent, which shall not be unreasonably withheld.
17. Non-Liability. Neither the District nor Manager (including the District's and Manager's agents, officers, directors, shareholders, partners and principals) shall be liable to Merchant or Merchant's agents, employees, or invitees and Merchant shall save Manager, the District and their respective agents, employees and principals harmless from any loss, cost liability, claim, damage, expense (including reasonable attorneys' fees and disbursements), penalty regardless of the nature or cause.
18. Indemnification. Merchant hereby indemnifies the District, Manager and their respective agents against any and all liability in connection with or arising from any default by Merchant in the performance of the terms of this Sublease or Merchant's use and occupancy of the Merchant's Premises or the East Hall.
19. Notices: Notices from Merchant to Manager shall be sent by registered or certified mail, return receipt requested to Manager at: c/o Site Realty Group, 2141 Industrial Parkway, Silver Spring, Maryland 20706 and with a copy to: Chief Property Management Officer, Office of Property Management, 441 Fourth Street, NW, Suite 1100S, Washington DC 20001. All notices to Merchant shall be sent by certified mail, return receipt requested, regular mail or hand delivery to Merchant at the Merchant's Premises. Either party may designate in writing a substitute notice address.
20. Entire Agreement: This Sublease contains the entire agreement between the parties hereto; and any agreement hereafter or heretofore made shall not operate to change, modify, terminate or discharge this Sublease in whole or in part unless such agreement is in writing and signed by each of the parties hereto.
21. Storage. The Merchant shall not store goods or materials, temporarily or permanently, in common areas, in hallways, or around the exterior of Eastern Market Premises or the East Hall. Merchant shall not park over-size and/or commercial vehicles at the Building and shall accept deliveries only during the times and in the manner designated by Manager.
22. Subordination: This Sublease is subordinate in all respects to the Master Lease, and Merchant shall be bound by any terms and conditions contained therein.
23. Retention of Merchant Rights: Notwithstanding anything herein to the contrary, all rights afforded to Merchant under the "Eastern Market Real Property Asset Management and Outdoor Vending Act of 1998" are herein reserved to Merchant.
24. Holdover: The intention of the parties is for this Sublease to automatically terminate at the end of the Sublease Term as set forth above. Notwithstanding the above, in the event that Merchant does not voluntarily vacate the Merchant's Premises at the end of the above stated Term, then Merchant shall be deemed a Holdover Merchant on a month-to-month basis at a monthly rent equal to two (2) times the amount of monthly Rent paid during the initial Sublease Term. Merchant shall be subject to all of the terms and conditions of the Sublease during any holdover period.

- 25. Termination: This Sublease shall automatically terminate upon the expiration of the Sublease Term stated above. In the event that Merchant defaults in the payment of Rent when due, Merchant specifically waives the right to a thirty (30) day notice of termination and the Sublease shall terminate immediately upon receipt of written notice of the Manager. Manager shall provide the Merchant with a fifteen (15) day notice and right to cure any non-monetary default by Merchant of this Sublease.
- 26. No Waiver: No waiver by Manager of any breach by Merchant of any provision in this Sublease shall act as a continuing waiver of such breach by Manager, and Manager shall have the right to declare the Sublease in default and terminate the Sublease in accordance with paragraph 25 hereof.
- 27. Governing Law; Service of Process; Waiver of Jury Trial: This Sublease shall be governed by the laws of the District of Columbia and the parties hereto accept the jurisdiction of the Landlord/Tenant Branch of the Superior Court of the District of Columbia as the Court of competent jurisdiction to resolve matters under this Sublease. Merchant hereby designates the following person who is reachable at the following location to receive service of process in all actions: [REDACTED]
THE PARTIES HERETO EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL AND AGREE THAT ANY DISPUTES HEREUNDER THAT RESULT IN THE FILING OF AN ACTION IN ANY DISTRICT OF COLUMBIA COURT SHALL BE RESOLVED BY A BENCH TRIAL.
- 28. No Broker: The parties hereto represent and warrant to each other that neither of them has employed any broker in carrying on the negotiations relating to this Sublease. Merchant shall indemnify and hold Manager harmless, and Manager shall indemnify and hold Merchant harmless, from and against any claim or claims for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty by the respective indemnitors.
- 29. No Partnership: Nothing contained in this Sublease shall be deemed or construed to create a partnership or joint venture of or between Merchant and Manager, or to create any other relationship between the parties hereto other than that of Merchant and Manager.

IN WITNESS WHEREOF the parties hereto, by the properly authorized persons and with their respective seals attached, have duly executed this Sublease as of the day and year first above written.

WITNESS:

MANAGER:
Eastern Market Venture, Inc.

By: _____

Printed Name: [REDACTED]

ATTEST/WITNESS

MERCHANT:

By: _____

Printed Name: _____

Phone: _____

Emer. Phone: _____

Fax: _____

SEEN:
DISTRICT OF COLUMBIA
OFFICE OF PROPERTY MANAGEMENT

By: _____
Chief Property Management Officer