

## MARX REALTY & IMPROVEMENT CO., INC.

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December 6, 2016

VIA OVERNIGHT DELIVERY, CERTIFIED MAIL, RETURN RECEIPT REQUESTED & ELECTRONIC MAIL: jbucaro@petromg.com
Petroleum Marketing Group, Inc.
2359 Research Court
Woodbridge, VA 22192
Attention: Jeff Bucaro

Re:

Lease Agreement, dated January 7, 1997, as assigned and amended by that certain Lease Amendment and Surrender Agreement dated July 31, 2013 (the "2013 Surrender Amendment") and as further amended by that certain Amendment to Lease Amendment and Surrender Agreement dated January 13, 2016, by and between P Street I, LLC, successor-in-interest to Service Station Management, Inc. ("Landlord") and Petroleum Marketing Group, Inc. ("PMG") and E&F Enterprises, LLC ("E&F"), (collectively, "Tenant") contended successor-in-interest to Mobil Oil Corporation (for purposes of this letter, hereinafter referred to as the "Tenant") (collectively, the "Lease") 2200 P Street, N.W., Washington, DC (the "Premises")

## Dear Tenant:

As you are aware, the current Expiration Date of the Lease is December 31, 2016. As such, Tenant is required to vacate and surrender possession of the Premises in the manner expressly required by the 2013 Surrender Agreement, as well as in accordance with the express terms and conditions of the Lease and applicable Laws by no later than close of business on the Expiration Date, subject to Section 6.3(A) of the Lease. To this end,

Please take notice that Section 6.3(B) of the Lease provides that "Tenant may enter the Premises for 30 days after the termination or expiration of this Lease to remove any of its property, including underground storage tanks and any associated lines, systems, piping and dispensing equipment, dealer supplied equipment, signage and trade fixtures. Any and/or all of the aforementioned equipment or personal property constructed, erected, installed or placed by Tenant on the Premises will not become part of the real estate, but will remain the property of Tenant, and shall be removed from the Premises by Tenant within 30 days after the expiration or termination of this Lease." (Emphasis supplied.)

Please take notice that Section 6.3(B) of the Lease further provides that "All buildings...and all fixtures on the Premises on the date of expiration of this Lease...shall be surrendered by Tenant at the expiration or termination of this Lease as part of the real estate, in good repair and broom-clean condition..."

Please take further notice that Section 6 of the 2013 Surrender Agreement provides that "Tenant shall surrender possession of the Property in accordance with [the] Amendment and the Lease upon the expiration of the Term...without protest or delay."

Please take further notice that Section 4 of the 2013 Surrender Agreement provides in pertinent part that Tenant must "[close and cease] any and all parts of its business from the Property and [remove] its motor fuel dispensers and underground storage tanks from the Property, [vacate] the Premises in accordance with the Lease, and [file] with the Director of the District of Columbia Department of the Environment

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("DOE") (with a copy to the Landlord), the Closure Assessment Report (the "CAR") required to be filed under DCMR, Chapter 6100 [and that] prior to the CAR being filed, Tenant shall also have removed its personal property, including its computers, printers, copy machines, leased equipment, all of its personalty in accordance with the terms of the Lease..."

Please take further notice that Section 4 of the 2013 Surrender Agreement further provides in pertinent part that "Tenant expressly acknowledges and agrees that the Property contains historic building exterior and façade element, components and fixtures and, thus, any and all light fixtures, clocks, windows, window frames, doors, and door frames must remain intact, untouched and unmoved."

Please take further notice that Section 13.1 of the Lease provides that "Tenant shall test the condition of the Premises for the presence of petroleum contamination, no later than 180 days before expiration of this Lease at the end of the term thereof or within 60 days after earlier termination of this Lease."

Should you have any questions or comments, please contact the undersigned at (212) 557-1400, or electronic mail at Glen.R@marxrealty.com.

Very truly yours,

Glen Rosenberg, Esq.

Vice President, General Counsel

P Street I, LLC

By: Marx Realty & Improvement Co., Inc., its Agent

cc: VIA OVERNIGHT DELIVERY, CERTIFIED MAIL,
RETURN RECEIPT REQUESTED &
ELECTRONIC MAIL: parvizhanachi@yahoo.com & petehanachi@verizon.net
E&F Enterprises, LLC
2200 P Street, N.W.
Washington, D.C. 20037
Attention: Mr. Parvin (Pete) Houtan, Operator

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