

250Va290

APR 19 1995
RECEIVED
RICHMOND, VIRGINIA

IN THE
Supreme Court of Virginia

AT RICHMOND

RECORD NO. 941926

NOT - 9 1995

CAPITAL PROPERTIES, INC.,

Appellant,

v.

VINA ENTERPRISES, INC.,

Appellee.

**JOINT APPENDIX
VOLUME TWO**

**Rodney F. Page
Eric B. Bruce
ARENT FOX KINTNER
PLOTKIN & KAHN
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339
(202) 857-6000**

**George H. Ragland, Jr.
Mary Ellen Slugg
RAGLAND AND KAWAMOTO, P.C.
609 Park Avenue
Falls Church, VA 22046-3273
(703) 241-5573**

Counsel for Appellant

Counsel for Appellee

TABLE OF CONTENTS
VOLUME ONE

| | <u>Appendix Page</u> |
|--|-----------------------------|
| <i>Motion for a Declaratory Judgment, filed February 17, 1994</i> | 1 |
| <i>Answer to Motion For a Declaratory Judgment, filed June 24, 1994</i> | 7 |
| <i>Final Judgment Order, entered September 12, 1994</i> | 13 |
| <i>Assignments of Error</i> | 16 |
| <u>Transcript</u> | |
| <i>Excerpts of Transcript of Trial Proceedings before the Honorable William T. Newman, Jr., Judge, on August 2, 1994</i> | 17 |
| <i>Excerpts from Plaintiff's Opening Statement</i> | 18 |
| <i>Testimony of Gioan Nguyen</i> | 19 |
| <i>Direct Examination</i> | 19 |
| <i>Cross Examination</i> | 67 |
| <i>Redirect Examination</i> | 157 |
| <i>Recross Examination</i> | 197 |
| <i>Additional Evidence</i> | 198 |
| <i>Motion to Strike</i> | 205 |
| <i>Plaintiff's Response to Motion to Strike</i> | 235 |
| <i>Ruling by Court</i> | 263 |

TABLE OF CONTENTS
VOLUME TWO

Appendix Page

Exhibits

***Exhibits presented at Trial Proceedings before the Honorable
William T. Newman, Jr., Judge, on August 2, 1994***

Plaintiff's No.:

| | |
|---|-------------------|
| <i>1-Lease Agreement, dated February 8, 1984, between Capital Properties, Inc. and Vina Enterprises, Inc.</i> | <i>268</i> |
| <i>2-Letter, dated August 14, 1984, from Donald M. Bloch</i> | <i>301</i> |
| <i>3-Letter, dated August 9, 1993, from Gioan V. Nguyen</i> | <i>302</i> |
| <i>4-Letter, dated October 5, 1993, from Norman Ebenstein</i> | <i>305</i> |
| <i>5-Letter, dated October 5, 1993, from Darragh J. Davis</i> | <i>307</i> |
| <i>6-Letter, dated October 5, 1993, from George H. Ragland, Jr.</i> | <i>308</i> |
| <i>7-Letter, dated October 8, 1993, from George H. Ragland, Jr.</i> | <i>310</i> |
| <i>8-Letter, dated October 13, 1993, from George H. Ragland, Jr.</i> | <i>312</i> |
| <i>9-Unlawful Detainer, Copy Teste</i> | <i>318</i> |
| <i>10-Letter, dated December 1, 1993, from George H. Ragland, Jr.</i> | <i>320</i> |
| <i>11-Letter, dated December 20, 1993, from Norman Ebenstein</i> | <i>322</i> |
| <i>12-Letter with enclosure, dated December 22, 1993, from George H. Ragland, Jr.</i> | <i>325</i> |
| <i>13-Letter, dated December 28, 1993, from Darragh J. Davis</i> | <i>330</i> |

| | |
|---|-----|
| <i>14-Series of correspondence in March, 1994, between George H. Ragland, Jr. and Darragh J. Davis</i> | 331 |
| <i>15-Letter, dated January 3, 1994, from Gioan Nguyen</i> | 338 |
| <i>16-Letter, dated January 27, 1994, from George H. Ragland, Jr.</i> | 341 |
| <i>19-Handwritten estimate of time spent in litigation</i> | 342 |
| <i>20-Attorney's fee summary and affidavit with corresponding invoices</i> | 344 |
| <i>21-Letter, dated January 26, 1990, from Norman Ebenstein</i> | 376 |
| <i>22-Rent payments from Vina Enterprises</i> | 377 |
| <i>23-Letter, dated March 22, 1994, from Norman Ebenstein</i> | 402 |
| <i>24-Letter, dated March 30, 1994, from George H. Ragland, Jr.</i> | 403 |
| <i>25-Barbers License Transcript, Hoang Tho Van, July 27, 1994</i> | 407 |
| <i>26-Barbers License Transcript, Hoang Nam Quoc, July 27, 1994</i> | 408 |
| <i>27-Photographs</i> | 409 |
| <i>28-Lease Agreement, dated May, 1985, between Vina Enterprises, Inc. and Frederick Mark</i> | 411 |
| <i>29-Two Letters, dated October 22, 1985 and December 3, 1985, respectively, from George H. Ragland, Jr.</i> | 420 |
| <i>30-Letter, dated December 12, 1985, from Arthur L. Moshos</i> | 422 |
| <i>31-Eden Shopping Center Advertisement</i> | 424 |
| <i>32-Series of letters, dated March to April, 1994, from Gioan V. Nguyen</i> | 426 |
| <i>33-Series of letters, written in Vietnamese, from Gioan V. Nguyen</i> | 468 |

| | |
|--|------------|
| 34-Photographs | 479 |
| 35-Letter, dated March 22, 1994, from Norman Ebenstein | 481 |
| 36-Letter, dated April 6, 1994, from Norman Ebenstein | 482 |
| 37-Defendant's Responses to Plaintiff's First Set of Requests for Admissions, dated July 15, 1994 | 484 |
| 38-Letter, dated June 26, 1994, from Darragh J. Davis | 502 |
| 39-Letter, dated May 31, 1994, from George H. Ragland, Jr. | 503 |

February 8, 1984
LEASE dated as of ~~November 17, 1983~~, by and between Capital Properties Inc., a Delaware corporation, as landlord (hereinafter referred to as "Landlord") and Vina Enterprises, Inc., a Virginia corporation, as tenant (hereinafter referred to as "Tenant").

Premises

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term hereinafter set forth, upon and subject to the agreements and conditions of this lease, the following premises:

The store premises (the "demised premises") containing approximately 22,020 square feet of ground floor area in the shopping center ("the Shopping Center") of Landlord situated on Wilson and Roosevelt Boulevards, Falls Church, Virginia. The Shopping Center consists of the land (and all improvements that may from time to time be thereon) represented by the area outlined by a bold line upon the plan marked Exhibit A attached hereto and made a part hereof, as the same may be increased by integration by Landlord of adjacent property or decreased by disposition by Landlord of any part thereof; provided, however, that no such decrease shall result in the elimination of that portion of the parking areas of the Shopping Center cross-hatched on Exhibit A. No such integration or disposition shall be deemed to have occurred until Landlord shall give notice thereof to Tenant. The demised premises shall be located in the area outlined in red upon Exhibit A. It is understood and agreed that Exhibit A is intended only to show the approximate size of the Shopping Center and the approximate size and location of the demised premises and for no other purpose.

Term

2. The original term of this lease shall be the period of ten (10) years commencing upon the commencement date (hereinafter defined) and expiring upon the tenth (10th) anniversary of the commencement date. The "commencement date" shall be the first to occur of the following dates: (i) the ninetieth (90th) day after Landlord shall have obtained possession of the portion of the demised premises now leased to The Grand Union Company and Landlord shall have given Tenant notice thereof or (ii) the day upon which the demised premises shall first be opened for business with customers. Within a reasonable time after the commencement of the term of this lease Landlord and Tenant shall execute instruments recordable in form setting forth the term of this lease, the commencement and expiration dates and such other information as is necessary to constitute a short form lease.

Minimum
Rent

3. (A) Tenant agrees to pay Landlord minimum rent at the rate of One Hundred Thirty-One Thousand Six Hundred Fifteen Dollars (\$131,615) per year for the first year of the term and at a rate equal to one hundred five and one-half percent (105.5%) of the rate per year payable for the immediately preceding year of the term for each year of the term after such first year. By way of example and not limitation, the rate per year for the second year of the term shall be the product of \$131,615 x 1.055, which product is \$138,853.83 and for the third year of the term shall be the product of

INITIALED FOR
IDENT 288

PLAINTIFF'S
EXHIBIT

\$138,853.53 x 1.055, which product is \$146,490.79. All such minimum rent shall be payable in equal monthly installments of one-twelfth of the applicable annual amount, in advance on the first day of each and every calendar month during the term hereof. All payments of rent (minimum and additional) shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent or to such other person or address as Landlord shall from time to time designate by notice to Tenant. Rent for any partial month at the commencement or expiration of the term shall be prorated and rent for any partial month at the commencement of the term shall be payable on the commencement date. If the term of this lease shall commence on other than the first day of a month, the installments of minimum rent payable for the months during which each anniversary of the commencement date shall occur shall be adjusted on a per diem basis to reflect the increase in annual rate of minimum rent occurring during each such month.

(B) All rent (minimum and additional) and other charges and amounts due and payable under this lease from Tenant to Landlord shall be payable and paid without demand and without any deduction, counterclaim or set-off whatsoever. If Tenant shall fail to pay any installment of minimum or additional rent not later than the date the same shall be due, Tenant shall pay to Landlord a late charge of \$350.00 as additional rent upon the first day of the month following the month for which any such installment shall not be paid when due.

4. Intentionally omitted.

Real
Estate
Taxes

5. (A) Tenant shall pay to Landlord, as additional rent, the amount, if any, by which the real estate taxes upon the demised premises for each tax year during the term of this lease shall exceed the real estate taxes upon the demised premises for the tax year ending during calendar 1983 ("the Tax Excess"). For the tax years during which the term of this lease shall commence and terminate Tenant shall pay a pro rata portion of the real estate taxes on the demised premises. If there shall be more than one taxing authority, the real estate taxes for any period shall be the sum of the real estate taxes for such period attributable to each taxing authority. Real estate taxes upon the demised premises shall be equal to the product of the real estate taxes upon the Shopping Center (including, without limitation, land under buildings) and the fraction the numerator of which shall be the total floor area of the demised premises and the denominator of which shall be the number of square feet of floor area in all ground floor store space within the Shopping Center ("Tenant's Fraction"). The parties acknowledge and agree that the Shopping Center presently contains 180,000 square feet of ground floor store space and that Tenant's Fraction is therefore presently twelve and twenty-three one-hundredths (12.23%) percent. Tenant shall pay any such Tax Excess to Landlord promptly upon Tenant's receipt of a bill therefor. Commencing upon the first day of the calendar month following the receipt of the first such bill from Landlord, Tenant shall pay to Landlord on the first day of every month as part of Tenant's monthly payments hereunder in advance a sum equal to one-twelfth (1/12th) of the amount reflected in such bill from Landlord on account of the real estate taxes upon

the demised premises. Upon the determination by Landlord of the real estate taxes upon the demised premises for each tax year for which Tenant shall be required to pay real estate taxes upon the demised premises, Landlord shall forward to Tenant a copy of the real estate tax bills for such year and the computation used in making such determination. Commencing upon the first day of the month next following receipt of each such computation, said sum shall be adjusted to an amount equal to one-twelfth (1/12th) of the Tax Excess for such tax year. If the aforesaid payments theretofore made for such tax year by Tenant exceed (on an annualized basis) the Tax Excess, Landlord shall make a suitable refund to Tenant; but if the Tax Excess is greater than such payments theretofore made on account of such tax year (on an annualized basis), Tenant shall make a suitable payment to Landlord.

(B) The real estate taxes upon the demised premises for any tax year shall mean such amounts as shall finally determined to be the real estate taxes payable with respect to the demised premises for said tax year and in the event of any abatements, refunds or rebates of the real estate taxes upon the Shopping Center, an appropriate adjustment shall be made between Landlord and Tenant to take into account such abatements, refunds or rebates, less all costs of securing the same. For the purpose of determining payments due from Tenant to Landlord in accordance with the provisions of this Article 5, the real estate taxes upon the demised premises for any tax year shall be deemed to be the real estate taxes assessed for said year until such time as an abatement, refund or rebate shall be made thereof. Furthermore, an equitable adjustment shall be made in the event of any change in the method or system of taxation from that which is now applicable, including, without limitation, any change in the dates and periods for which such taxes are levied and any change in the essential nature of the ad valorem real estate tax.

(C) Tenant shall pay all taxes upon its signs and other property in, upon or about the demised premises. Tenant shall also pay all taxes allocable to any improvements made by Tenant to the demised premises. For the purpose hereof such taxes shall not be included within real estate taxes upon the Shopping Center. The expression "real estate taxes" shall include, without limitation, betterment assessments (including any assessed as a result of any improvements to the demised premises made by Tenant), so-called rent taxes and other governmental charges which may be charged, assessed or imposed upon the Shopping Center.

Security

6. Landlord acknowledges that it has received from Tenant the sum of Thirty-Two Thousand Nine Hundred Three and 75/100ths Dollars (\$32,903.75) as security for the payment of rents and the performance and observance of the agreements and conditions in this lease contained on the part of Tenant to be performed and observed. In the event of any default or defaults in such payment, performance or observance Landlord may apply said sum or any part thereof towards the curing of any such default or defaults and/or towards compensating Landlord for any loss or damage arising from any such default or defaults. Upon the yielding up of the demised premises at the expiration or other termination of the term of this lease, if Tenant shall not then be

in default or otherwise liable to Landlord, said sum or the unapplied balance thereof shall be returned to Tenant. It is understood and agreed that Landlord shall always have the right to apply said sum or any part thereof, as aforesaid, in the event of any such default or defaults, without prejudice to any other remedy or remedies which Landlord may have, or Landlord may pursue any other such remedy or remedies in lieu of applying said sum or any part thereof. No interest shall be payable on said sum or any part thereof. If Landlord shall apply said sum or any part thereof as aforesaid, Tenant shall upon demand pay to Landlord the amount so applied by Landlord, to restore the security of its original amount. Whenever the holder of Landlord's interest in this lease, whether it be the Landlord named in this lease or any transferee of said Landlord, immediate or remote, shall transfer its interest in this lease, said holder shall turn over to its transferee said sum or the unapplied balance thereof, and thereafter such holder shall be released from any and all liability to Tenant with respect to said sum or its application or return, it being understood that Tenant shall thereafter look only to such transferee with respect to said sum, its application and return; provided, however, that if Landlord named herein shall sell the Shopping Center, the foregoing provisions of this sentence pertaining to Landlord named herein shall not be applicable unless the amount of such security shall be reduced (by a payment to Tenant of the excess) to an amount equal to one monthly installment of minimum rent at the rate then payable. If the amount of such security shall not be reduced as aforesaid, Landlord named herein shall remain jointly liable to Tenant for the return of such security at the time herein provided for the return thereof. The holder of any mortgage upon property which includes the demised premises shall never be responsible to Tenant for said sum or its application or return unless said sum shall actually have been received in hand by such holder.

Possession of
Premises
and
Construction

7. (A) It is understood and agreed that Tenant will accept the demised premises in their existing physical condition as of the commencement of the term hereof, i.e., strictly "as is", subject, however, to the provisions of this Article and Articles 13 and 14 hereof, Landlord shall be under no obligation to make any repairs, alterations or improvements to the demised premises prior to or at the commencement of the term hereof. Notwithstanding the foregoing provisions of this Article, Tenant shall have the right to inspect the utilities conduits and equipment serving the demised premises and the roof of the demised premises upon delivery of the demised premises to Tenant. If Tenant shall give Landlord written notice within thirty (30) days after delivery of the demised premises to Tenant that any such utilities conduits or equipment are not in good working order, specifying in such notice what work shall be required to put any of the same in good working order, Landlord shall, at its own cost and expense, make such repairs as shall be required to put such utilities conduits and equipment in good working order without limitation as to cost. As used in this immediately preceding sentence, "equipment" shall not include light fixtures, ballasts or bulbs. If Tenant shall give Landlord written notice within thirty (30) days after delivery of the demised premises to Tenant that such roof is not in good repair, Landlord shall reimburse to Tenant, upon the receipt by Landlord

of bills from Tenant's contractors for such work marked "paid in full", the aggregate cost to Tenant of putting such roof in good repair or \$5,000.00, whichever shall be less. Landlord agrees that it shall permit Tenant to proceed in the name of Landlord against The Grand Union Company in the event that Landlord and Tenant shall jointly determine that The Grand Union Company defaulted in its obligations to maintain or repair the portion of the demised premises now leased by The Grand Union Company.

(B) Landlord acknowledges receipt from Tenant of a report dated January 28, 1984 prepared by AKM & Associates Inc. concerning the condition of the slab floor and its supporting structures of the portion of the demised premises now leased to The Grand Union Company. If Tenant shall give Landlord written notice within thirty (30) days after delivery of the demised premises to Tenant that Tenant was or will be unable to obtain a certificate of occupancy for the demised premises from the appropriate governmental authority on account of the condition of such slab floor and its supporting structures then Tenant shall make such repairs to such slab floor and its supporting structures as shall be required to obtain such certificate of occupancy and Landlord shall reimburse to Tenant the aggregate cost to Tenant of making such repairs or \$21,500.00, whichever shall be less, such reimbursement to be made by Tenant's deducting one-sixth (1/6th) of the reimbursable amount from each of the first six monthly installments of minimum rent payable under this lease. It shall be a condition of Landlord's obligation to make any such reimbursement that Tenant obtain Landlord's prior written approval of plans depicting the scope of such repair work, and said approval shall not unreasonably be withheld, that such repair work be within the scope of the work described in said report of AKM & Associates, Inc. and ERHAN TOLU Structural Engineers or may subsequently be discovered through further investigation and that Tenant furnish Landlord with bills from Tenant's contractors for such repair work marked "paid in full".

Common
Areas

8. (A) The "common areas" of the Shopping Center shall be the mall (if any), public or common lobbies, hallways, stairways, escalators, elevators, sanitary facilities, parking areas, landscaped areas, driveways, walks, entrances, exits and service roads from time to time existing in the Shopping Center. Tenant agrees that it will keep the sidewalks adjacent to the demised premises reasonably free of snow, ice, refuse and obstructions. All costs and expenses incurred by Landlord (including as an expense amounts determined as reasonable and appropriate reserves for the replacement of equipment used incidental thereto) in removing snow, ice and refuse from, cleaning, providing water and other utilities for, insuring, operating, managing, equipping, policing (if and to the extent provided by Landlord), lighting, repairing, replacing, maintaining, landscaping, gardening the common areas of the Shopping Center (including the maintenance of utilities conduits, fixtures and equipment located therein) shall be determined, and Tenant shall share in paying the cost thereof, as hereinafter provided. For each year of the term of this lease Tenant's share of such costs and expenses shall be as follows: for the first year of the term - \$7,707.00 and for each year after such first year, an amount equal to one hundred five and one-half percent (105.5%) of the amount payable for the immediately preceding year of the term. By way of example and not limitation, the amount payable for the second year of the term shall be the product of \$7,707.00 x 1.055, which amount is \$8,130.89 and for the third year

of the term shall be the product of \$8,130.89 x 1.055, which amount is \$8,578.08. Payment on account of Tenant's share shall be paid, as part of Tenant's total rent, monthly, at the time and in the fashion herein provided for the payment of minimum rent in installments of one-twelfth (1/12th) of the annual amount. If the commencement date shall be other than the first day of a month, the monthly installments payable for the months during which each anniversary of the commencement date shall occur shall be adjusted on a per diem basis to reflect the increases in annual rate of Tenant's share then occurring.

(B) Tenant, subtenants and concessionaires of Tenant and employees, agents, contractors and customers of Tenant or its subtenants or concessionaires shall have the right to use, in common with and with due regard for the rights of others entitled to use the same, the common areas of the Shopping Center, for all such purposes as said various common areas shall be designated by Landlord, but only in connection with business upon the Shopping Center. Tenant shall park its vehicles, and shall cause its subtenants and concessionaires and the employees, agents and contractors of Tenant or its subtenants or concessionaires, to park their vehicles only in such areas as shall from time to time be designated by Landlord as employee parking areas, Landlord hereby agreeing that such employee parking areas shall be adequate in size for such purpose. Tenant shall, on request, furnish Landlord with automobile license numbers assigned to automobiles belonging to or used by Tenant or such other persons. Tenant shall cause to be affixed to such automobiles employee identification stickers which Landlord may furnish. Landlord reserves the right at any time and from time to time to change the location or size of any of the common areas of the Shopping Center; provided, however, that Landlord shall not construct any building within that portion of the parking areas of the Shopping Center which are cross-hatched on Exhibit A.

Use of
Premises

9. (A) Tenant agrees that during the term of this lease the demised premises will be used and occupied solely for the purposes specified in Article 32 of this Lease and for no other purpose(s) whatsoever.

(B) Intentionally omitted.

(C) Tenant agrees that during the term of this lease: only such merchandise will be warehoused and/or stored in the demised premises as are intended to be offered for sale at retail in, upon or from the demised premises; no auction, fire, bankruptcy, going out of business or similar sale will be conducted, or be advertised as being conducted in the demised premises without the written consent of Landlord; no merchandise will be displayed outside the demised premises; the demised premises will be kept open for business on each day during the term of this lease during normal business hours of the Shopping Center; no nuisance will be permitted on or about the demised premises; nothing will be done upon or about the demised premises which shall be unlawful, improper, noisy or offensive, or contrary to any law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction, or which may be injurious to or adversely affect the quality or tone of the

INITIALED FOR
THE CITY OF

273

demised premises or the Shopping Center; the demised premises will not be overloaded, damaged or defaced; Tenant will not permit the emission of any objectionable noise or odor from the demised premises; Tenant will procure all licenses and permits which may be required for any use made of the demised premises; the demised premises and the show windows of the building thereupon and signs thereof will be kept lighted during such times as Landlord shall prescribe for such lighting by rules and regulations; all merchandise and other property will be delivered to and/or removed from the demised premises and all waste and refuse will, to the extent practicable, be removed from the demised premises, in accordance with rules and regulations therefor as shall be prescribed by Landlord, Landlord hereby acknowledging that there presently exists no such rules or regulations and agreeing that if any of the same shall be promulgated by Landlord, such rules and regulations shall be reasonable and uniformly enforced; the demised premises will be kept attractive in appearance and appealing to customers; Tenant will cooperate with Landlord and with other tenants of the Shopping Center in promotional and advertising campaigns and in the use of Shopping Center trade names and advertising slogans, and, to that end, Tenant will become and remain a member of, and pay dues, as assessed, to, any Merchants' Association of the Shopping Center (provided that at least 50% of the occupants of the Shopping Center, either in terms of number of occupants or in terms of square footage of floor area, shall be members of such Association); Tenant will not do, or suffer to be done, or keep or suffer to be kept, or omit to do anything in, upon or about the demised premises which may prevent the obtaining of any insurance on the demised premises or any other premises of the Shopping Center or on any property therein, including, without limitation, fire, extended coverage and public liability insurance, or which may make void or voidable any such insurance, or which may create any extra premiums for, or increase the rate of, any such insurance. If anything shall be done or kept or omitted to be done in, upon or about the demised premises which shall create any extra premiums for, or increase the rate of, any such insurance, Tenant shall pay the increased cost of the same to Landlord upon demand. Such payment shall not, however, constitute a waiver of any right of Landlord on account of such breach hereunder by Tenant.

Utilities, 10. (A) Tenant agrees to pay all charges for
Repairs heat, air conditioning, water, gas, electricity and
and other utilities used by the demised premises. An appropriate allocation shall be made if any of the foregoing shall not be separately metered and/or supplied, Landlord hereby acknowledging that water, gas and electric service to the demised premises are separately metered and that the heating and air conditioning systems of the demised premises serve only the demised premises. If a charge shall be made from time to time by the public authority having jurisdiction for the use of the sanitary sewer system and/or for the use of the storm sewer system, Tenant shall pay the share thereof properly apportionable to the demised premises. Landlord may at its election furnish water, gas and electricity or any other utilities to the demised premises. In such event Tenant agrees to purchase from Landlord its requirements of such of said utilities as Landlord shall elect to furnish, but the charges made by Landlord for any utility so furnished by it shall not ex-

ceed the charges Tenant would be required to pay if Tenant purchased the same utility directly from the utility company furnishing the same to the Shopping Center. Tenant agrees that it will at all times keep sufficient heat in the demised premises to prevent the pipes therein from freezing. Tenant shall also pay for any sprinkler stand-by service charge apportionable to the demised premises.

(B) It is understood and agreed that Landlord shall not be required to make any repairs or alterations of any nature to the demised premises or any part thereof and that Tenant shall be solely responsible, except as otherwise provided in Article 7 hereof, for all such repairs and alterations as provided in Section (C) of this Article.

(C) Tenant agrees that it will during the term of this lease make all repairs, replacements and alterations to the property which Tenant is required to maintain, as hereinafter set forth, which may be necessary to maintain the same in good repair and condition or which may be required by any laws, ordinances, regulations or requirements of any public authorities having jurisdiction, subject only to the provisions of Articles 13 and 14 of this lease and that it will upon the expiration or other termination of the term of this lease remove its property and that of all persons claiming under it and will yield up peaceably to Landlord the demised premises and all property therein, other than property of Tenant or persons claiming under Tenant, broom clean and in good repair and condition, subject only to the provisions of Articles 13 and 14 of this lease. The property which Tenant is required to maintain is the demised premises and every part thereof, including, without limitation, all walls, floors and ceilings, the roof, foundation, heating and air conditioning systems (including rooftop heating and air-conditioning units), all utilities (water, gas, electricity and sewerage) conduits, fixtures and equipment within the demised premises, all meters and all other fixtures and equipment within or appurtenant to the demised premises and all signs (interior and exterior). Tenant specifically agrees to replace all glass damaged with glass of the same kind and quality and all unrepairable electrical, heating, ventilating, air conditioning and mechanical equipment with equipment of the same kind and quality. Tenant also agrees to paint, varnish and otherwise redecorate the demised premises when required to keep the demised premises attractive in appearance. Landlord hereby agrees that each lease of the basement located under the demised premises (including the present lease thereof) shall contain a provision comparable to Article 12 of this lease and that Landlord shall permit Tenant access to such basement in accordance with such provisions in order to make any repairs, replacements and/or alterations to the demised premises which Tenant is required or permitted to make pursuant to the terms of this lease, including but without limitation those described in the last sentence of Section (C) of Article 32 hereof.

(D) Tenant agrees to install and maintain upon the exterior of the demised premises, in the place or places designated by Landlord therefor, a sign which will conform to applicable law and the pattern for signs established by Landlord for signs in the Shopping

Center, but no sign, symbol, advertisement, neon light, other light or other object or thing visible to public view outside of the demised premises may be installed or maintained by Tenant upon the demised premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Tenant agrees that neither it nor anyone claiming under it will make any installations, alterations, additions or improvements to or upon the demised premises without the prior written approval of Landlord. Landlord hereby agrees that, subject to compliance by Tenant with the other provisions of this Article, and approval by Landlord of the plans and specifications therefor (which approval shall not be unreasonably withheld by Landlord), Tenant may partition the interior of the demised premises by means of divider walls which need not extend to the suspended ceiling of the demised premises. All installations, alterations, additions and improvements made to or upon the demised premises, whether made by Landlord or Tenant or any other person (except for signs and movable trade fixtures installed in the demised premises prior to or during the term of this lease at Tenant's cost), shall be deemed part of the demised premises, and upon the expiration or other termination of the term of this lease shall be surrendered with the demised premises as a part thereof, without disturbance, molestation or injury (except to the extent that Landlord shall elect to have Tenant remove any such installations, alterations, additions or improvements prior to or upon the expiration or other termination of the term hereof, in which event Tenant shall so remove such installations, alterations, additions and improvements, repairing all damage caused thereby). Such signs and movable trade fixtures shall not be deemed part of the demised premises and may be removed by Tenant at any time or times during the term of this lease or upon the termination of the term of this lease, provided that Tenant shall not then be in default in the performance or observance of any of the agreements or conditions in this lease contained on the part of Tenant to be performed or observed and provided that all damage arising from such removal shall be promptly reported by Tenant. Movable trade fixtures shall include trade fixtures and other installations not affixed to the realty and trade fixtures and other installations affixed only by nails, screws or similar means, and shall include any vault(s), night depositories, alarm systems, telephones and related equipment. Movable trade fixtures shall not include linoleum or other floor covering cemented or otherwise adhesively affixed to the floor.

(E) Tenant agrees that it will procure all necessary permits, licenses, etc., before commencing any construction upon the demised premises, before beginning the conduct of business in the demised premises and before making any repairs, installations, alterations, additions, improvements or removals, as the case may be. Tenant agrees that all construction, repairs, installations, alterations, improvements and removals done by it or anyone claiming under it will be done in a good and workmanlike manner, that the same will be done in conformity with all laws, ordinances and regulations of all public authorities and all insurance inspection or rating bureaus having jurisdiction, that the structure of the building in which the demised premises are located will not be endangered or impaired and that Tenant will repair any and all damage caused

by or resulting from any such repairs, installations, alterations, additions, improvements or removals, including, without limitation, the filling of holes. Tenant agrees to pay promptly when due all charges for labor and materials in connection with any work done by Tenant or anyone claiming under Tenant upon the demised premises, so that the demised premises will at all times be free of liens. Tenant agrees to save Landlord harmless from, and indemnify Landlord against, any and all claims for injury, loss or damage to person or property caused by or resulting from the doing of any such work.

(F) Tenant agrees to supply and maintain in the demised premises, at its own expense, any fire prevention equipment required pursuant to any law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction.

Indemnity
and In-
surance

11. (A) Tenant agrees to save Landlord harmless from, and indemnify Landlord against, to the extent permitted by law, any and all injury, loss or damage, and any and all claims for injury, loss or damage, of whatever nature (i) caused by or resulting from, or claimed to have been caused by or to have resulted from, any act, omission or negligence of Tenant or anyone claiming under Tenant (including, without limitation, subtenants and concessionaires of Tenant and employees and contractors of Tenant or its subtenants or concessionaires), no matter where occurring, or (ii) occurring upon or about the demised premises, no matter how caused, unless caused by the negligent act of Landlord. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or any proceeding brought thereon or in the defense thereof. To the maximum extent that this agreement may be made effective according to law, Tenant agrees to use and occupy the demised premises and to use such other portions of the Shopping Center as it is herein given the right to use at its sole risk, and without limiting the generality of the foregoing, if Tenant or anyone claiming under Tenant or the whole or any part of the property of Tenant or anyone claiming under Tenant shall be injured, lost or damaged by theft, fire, water or steam or in any other way or manner, whether similar or dissimilar to the foregoing, no part of such injury, loss or damage is to be borne by Landlord or its agents. Tenant agrees that Landlord shall not be liable to Tenant or anyone claiming under Tenant for any injury, loss or damage that may be caused by or result from the fault or negligence of any persons occupying adjoining premises or any other part of the Shopping Center.

(B) Tenant shall maintain general comprehensive public liability insurance with respect to the demised premises and its appurtenances, issued by well-rated insurance companies authorized to do business in the state in which the Shopping Center is located and naming Landlord and Tenant as insureds, in amounts not less than One Million Dollars (\$1,000,000.00) with respect to personal injuries or death suffered in any one accident and not less than Two Hundred Thousand Dollars (\$200,000.00) with respect to property. Tenant shall keep all plate glass and all personal property of Tenant and all leasehold improvements made by Tenant

277

INITIALED FOR

 CM

fully insured (for 100% of replacement cost), in well-rated insurance companies authorized to do business in the state in which the Shopping Center is located, naming Landlord and Tenant as insureds as their interests may appear. Tenant shall deliver to Landlord the policies of all of such insurance, or certificates thereof, at least fifteen (15) days prior to the commencement of the term of this lease, and each renewal policy, or certificate thereof, at least fifteen (15) days prior to the expiration of the policy it renews. Each such policy shall provide that it may not be cancelled without thirty days prior written notice to Landlord.

Access to
Premises

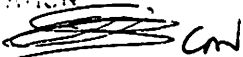
12. Landlord shall have the right to enter upon the demised premises or any part thereof, without charge, at all reasonable times and, in case of emergency, at any time to inspect the same, to show the demised premises to prospective purchasers or tenants, and to make or facilitate any repairs, alterations, additions or improvements to any part of the Shopping Center, including, without limitation, to install and maintain in, and remove from, the demised premises pipes, wires and other conduits (but nothing in this Article 12 contained shall obligate Landlord to make any repairs, alterations, additions or improvements). Tenant shall not be entitled to any abatement or reduction of rent or damages by reason of any of the foregoing, but Landlord agrees that any such entry shall not unreasonably interfere with Tenant's use and occupancy of the demised premises. No forcible entry shall be made by Landlord unless such entry shall be reasonably necessary to prevent serious injury, loss or damage to person or property. Landlord shall repair any damage to property of Tenant or anyone claiming under Tenant caused by or resulting from Landlord's making any such repairs alterations, additions or improvements except only such damage as shall result from the making of such repairs, alterations, additions or improvements which Landlord shall make as a result of the default, fault or negligence of Tenant or anyone claiming under Tenant. For the period commencing six months prior to the expiration of the term of this lease, Landlord may maintain "For Rent" signs on the front or any part of the exterior of the demised premises.

Fire and
Other
Casualty

13. (A) If the demised premises shall be damaged or destroyed by fire or other unavoidable casualty, then Tenant shall give prompt notice thereof to Landlord, and, except as hereinafter otherwise provided, Landlord shall promptly thereafter repair or restore the demised premises (exclusive of Tenant's leasehold improvements and personal property) to substantially the same condition they were in prior to such casualty. Landlord shall not, however, be obligated to spend for such repairs and restoration any amount in excess of such insurance proceeds, if any, as shall be paid to Landlord on account of such damage or destruction. If the damage to the demised premises should be so extensive as to render the whole or any part thereof untenable and unsuitable for use and occupation by Tenant, a just proportion of the minimum rent, according to the nature and extent of the injury to the demised premises, shall be suspended or abated until the demised premises shall be repaired or restored as aforesaid. It is agreed and understood that if during the last year of the term of this lease the demised premises shall be damaged or destroyed as aforesaid to the extent of twenty percent or more of its insurable

278

INITIALLED FOR
REPRODUCTION

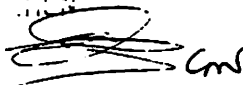
 CN

value, or the building of which they are a part shall be damaged to the extent of twenty percent or more of its insurable value, Landlord, at its election, may terminate the term of this lease by a notice to Tenant given within thirty (30) days after such damage or destruction; provided, however, that if Landlord shall give such notice of termination at a time when Tenant shall have the right to exercise an election to extend the term of this lease, and if within fifteen (15) days after Tenant shall receive such notice of termination from Landlord Tenant shall exercise said election, then such notice of termination shall become void and of no force or effect. It is also agreed and understood that if during the last year of the term of this lease the demised premises shall be damaged or destroyed as aforesaid to the extent of twenty percent or more of its insurable value, Tenant, at its election, may terminate the term of this lease by a notice to Landlord given within thirty (30) days after such damage or destruction. It is further agreed that if at any time during the term hereof the demised premises shall be substantially damaged or destroyed as aforesaid, Landlord, at its election, may terminate the term of this lease by a notice to Tenant given within thirty (30) days after such damage or destruction. Further, if there shall be substantial damage or destruction as aforesaid to any buildings within the Shopping Center to such extent that continued operation of the Shopping Center would be uneconomical, Landlord, at its election, may terminate the term of this lease by a notice to Tenant given within thirty (30) days after such damage or destruction. For purposes of this Article, any premises shall be deemed to have been substantially damaged or destroyed if the damage or destruction is of such a character that the same cannot reasonably be expected to be repaired or restored within ninety (90) days after the repair or restoration work would be commenced. In the event of any termination of the term of this lease pursuant to the provisions of this Article, the termination shall become effective on the fifteenth day after the giving of the notice of termination, a just proportion of the minimum rent, according to the nature and extent of the injury to the demised premises, shall be suspended or abated until the time of termination, and minimum rent shall be apportioned as of the time of termination. If Landlord is required or elects to repair or restore the demised premises as hereinabove provided, then Tenant shall promptly repair or replace its merchandise, fixtures, furnishings, equipment and leasehold improvements therein.

(B) Landlord shall keep the demised premises insured at least against such casualties and in such amounts as shall be required by the holder of a mortgage upon premises of which the demised premises are a part, but in any event such insurance shall cover loss due to fire and the usual extended coverage casualties and loss of rental income and shall be in an amount not less than the full replacement cost thereof exclusive of the foundation. Such insurance may be written with a so-called eighty percent (80%) or ninety percent (90%) co-insurance clause. Insurance against any or all of such risks may be maintained under a blanket policy covering the demised premises and other real estate of Landlord and/or its affiliated business organizations. It is expressly understood and agreed that nothing in this lease contained shall be deemed to create in Tenant any interest in said insurance poli-

279

COPIED FOR
JAN 1968

 cmf

cies or the proceeds thereof. The cost to Landlord of such insurance is hereinafter called Landlord's insurance cost. Tenant shall pay Tenant's share of Landlord's insurance cost annually upon receipt from Landlord of a bill therefor. With respect to fire, extended coverage insurance and the like, Tenant's share of Landlord's insurance cost shall be in the same proportion to Landlord's insurance cost as the floor area in the demised premises bears to the ground floor area in all buildings in the Shopping Center upon which Landlord, rather than the tenant or tenants thereof, shall carry such insurance. With respect to liability insurance, Tenant's share of Landlord's insurance cost shall be the product of Landlord's insurance cost multiplied by Tenant's Fraction. For the calendar years during which the term of this lease shall commence and terminate, Tenant shall pay a pro rata portion of Landlord's insurance cost. Nothing in this Section (B) contained shall be deemed to limit in any way the obligations of Tenant contained in this lease with respect to the carrying of any type of insurance whatsoever.

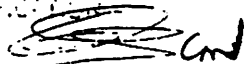
Eminent
Domain

14. (A) If after the execution of this lease and prior to the expiration of the term of this lease the whole of the demised premises shall be taken under the power of eminent domain, then the term of this lease shall cease as of the time when Landlord shall be divested of its title in the demised premises.

(B) If only a part of the demised premises shall be taken under the power of eminent domain, and if as a result thereof the floor area of the demised premises shall be reduced by more than twenty percent and the part remaining shall not be reasonably adequate for the operation of the business conducted in the demised premises prior to the taking, Landlord or Tenant may, at its election, terminate the term of this lease, by giving the other notice of the exercise of its election within twenty (20) days after it shall receive notice of such taking, and the termination shall be effective as of the time that possession of the part so taken shall be required for public use. Further, if so much of the Shopping Center shall be taken under the power of eminent domain that continued operation of the Shopping Center would in Landlord's judgment be uneconomical, Landlord, at its election, may terminate the term of this lease, by notice to Tenant of the exercise of its election within sixty (60) days after Landlord shall receive formal notice of such taking, and the termination shall be effective as of the time that possession of the part so taken shall be required for public use. If only a part of the demised premises shall be taken under the power of eminent domain and if the term of this lease shall not be terminated as aforesaid, then the term of this lease shall continue in full force and effect and Landlord shall, within a reasonable time after possession is required for public use, repair and rebuild what may remain of the demised premises so as to put the same into condition for use and occupancy by Tenant and a just proportion of the minimum rent according to the nature and extent of the injury to the demised premises shall be suspended or abated until what may remain of the demised premises shall be put into such condition by Landlord, and thereafter a just proportion of the minimum rent according to the nature and extent of the part so taken shall be abated for the balance of the term of this lease. Notwithstanding the foregoing, Landlord shall

280

RECEIVED FOR
RECORD



not be required to expend in connection with such repair and rebuilding more than the eminent domain award actually received by Landlord and allocable to the demised premises, nor shall Landlord be required to restore any leasehold improvements or personal property of Tenant.

(C) Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be reasonably required by Landlord in any proceeding for the recovery of such damages if required by Landlord, and to turn over to Landlord any damages that may be recovered in such proceeding. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for movable fixtures installed by Tenant at Tenant's sole cost or for moving expenses of Tenant.

Defaults

15. (A) (1) If Tenant shall default in the payment of rent or any other payment required of Tenant and if Tenant shall fail to cure said default within seven (7) days after Landlord shall give notice thereof to Tenant, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed hereunder and if Tenant shall fail to cure said default within fifteen (15) days after Landlord shall give notice thereof to Tenant, or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon, execution, attachment or other process of law, or (4) if Tenant shall make an assignment of its property for the benefit of creditors, or (5) if Tenant shall be declared bankrupt or insolvent according to law, or (6) if any bankruptcy or insolvency proceedings shall be commenced by or against Tenant, or (7) if a receiver, trustee or assignee shall be appointed for the whole or any part of Tenant's property, or (8) if Tenant shall fail to open for business in the demised premises within thirty (30) days after the commencement date, then, in any of such cases, Landlord lawfully may, immediately or at any time thereafter, and without any further notice or demand, enter into and upon the demised premises, or any part thereof in the name of the whole, by force or otherwise, and hold the demised premises as if this lease had not been made, and expel Tenant and those claiming under it and remove its or their property (forcibly if necessary), without being taken or deemed to be guilty in any manner of trespass (or Landlord may send written notice to Tenant of the termination of the term of this lease), and upon entry as aforesaid (or in the event that Landlord shall send to Tenant notice of termination as above provided, on the fifth (5th) day next following the date of the sending of the notice), the term of this lease shall terminate. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord terminates this lease as provided in this Article.

(B) In case of any such termination, Tenant shall indemnify Landlord each month against all loss of rent and all obligations which Landlord may incur by reason of any such termination between the time of

termination and the expiration of the term of this lease, or, at the election of Landlord, exercised at the time of the termination or at any time thereafter, Tenant shall indemnify Landlord each month until the exercise of the election against all loss of rent and other obligations which Landlord may incur by reason of such termination during the period between the time of the termination and the time of the exercise of the election, and upon the exercise of the election Tenant shall pay to Landlord as damages the aggregate amount of rent and other payments provided herein to be paid by Tenant to Landlord during the period between the time of the making of the election and the time when the term of this lease would have expired but for the default by Tenant. It is understood and agreed that: (i) at the time of the termination or at any time thereafter Landlord may rent the demised premises, and for a term which may expire after the expiration of the term of this lease, without releasing Tenant from any liability whatsoever, (ii) Tenant shall be liable for any expenses incurred by Landlord in connection with obtaining possession of the demised premises, with removing from the demised premises property of Tenant and persons claiming under Tenant (including, without limitation, warehouse charges), with putting the demised premises into good condition for reletting and with any reletting, including, without limitation, reasonable attorneys' fees and brokers' fees, and (iii) any monies collected from any reletting shall be applied first to the foregoing expenses and then to the payment of rent and all other payments due from Tenant to Landlord. For purposes of computing damages to Landlord due to loss of percentage rents subsequent to termination of this lease, the gross sales of the demised premises for each lease year commencing with the lease year of such termination shall be deemed to be equal to the amount of the gross sales of the demised premises during that prior lease year of the term when the amount of the gross sales of the demised premises was the highest. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event Tenant shall be evicted or dispossessed for any cause or in the event Landlord shall obtain possession of the demised premises as a result of any default by Tenant in the performance or observance of any of the agreements or conditions on the part of Tenant to be performed or observed under this lease.

Subordi-
tion to
Mortgages

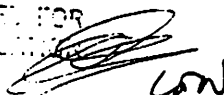
16. (A) Tenant agrees that upon the request of Landlord it will subordinate this lease to any present or future mortgage(s) upon the demised premises or property of which the demised premises are a part, irrespective of the time of execution or time of recording of any such mortgage(s). Tenant agrees that it will upon the request of Landlord execute, acknowledge and deliver any and all instruments deemed by Landlord necessary or desirable to give effect to or notice of such subordination. Tenant also agrees that if it shall fail at any time to execute, acknowledge or deliver any such instrument requested by Landlord, Landlord may, in addition to any other remedies available to it, execute acknowledge and deliver such instrument as the attorney in fact of Tenant and in Tenant's name, and Tenant hereby makes, constitutes and irrevocably appoints Landlord as its attorney in fact for that purpose. The word "mortgage" as used herein includes mortgages, deeds of trust or other similar instruments,

and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. Whether the lien of any mortgage upon the demised premises or any property of which the demised premises are a part shall be superior or subordinate to this lease, Tenant agrees that it will, upon request, attorn to the holder of such mortgage or any one claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage.

(B) In the event that any holder or prospective holder of any mortgage, as hereinabove defined, which includes the demised premises as part of the mortgaged premises shall request any modification of any of the provisions of this lease, other than a provision directly related to the rents payable hereunder, the duration of the term hereof, or the size, use or location of the demised premises, Tenant agrees that Tenant will enter into a written agreement with such holder or prospective holder which shall effect such modification and provide that such modification shall become effective and binding upon Tenant and shall have the same force and effect as an amendment to this lease in the event of foreclosure or other similar action taken by such holder or prospective holder.

Certificate 17. After the commencement of the term of this lease and within five (5) days after written request therefor by Landlord, Tenant agrees to deliver to Landlord and/or to any mortgagee a certificate stating that Tenant has entered into occupancy of the demised premises in accordance with the provisions of this lease, that this lease is in full force and effect, and any other information reasonably requested.

Assignment, Subletting, etc. 18. (A) Tenant agrees that it will not assign, mortgage, pledge or otherwise encumber this lease or any interest herein, without obtaining on each occasion the written consent of Landlord, which consent shall not be unreasonably withheld or delayed. The foregoing prohibitions shall be construed to prohibit any such acts by operation of law. Notwithstanding any assignment of Tenant's interest in this lease, Tenant shall remain fully, primarily and unconditionally liable under this lease and shall not thereby be released from the performance and observance of all the agreements and conditions on the part of Tenant to be performed hereunder. It shall be a condition of Landlord's consent to any such assignment that such assignee shall execute and deliver to Landlord an agreement in recordable form wherein such assignee agrees with Landlord to perform all of the agreements and conditions on the part of Tenant to be performed hereunder, including but without limitation, the agreements set forth in Articles 9 and 32 hereof. If Tenant shall request permission to assign this lease to any person other than a business organization affiliated with Tenant, Tenant shall, together with its request for consent thereto, inform Landlord of the rental to be paid by such assignee and Landlord shall have the right to terminate this lease rather than consent to such assignment; provided that Landlord shall exercise such right within thirty (30) days of its receipt of Tenant's request for such consent and provided, further, that Tenant shall have the right to withdraw its request for such consent within thirty (30) days after its receipt of such notice from Landlord, in which event such notice of

 CON

termination shall become null and void. If this lease shall be terminated pursuant to the provisions of the immediately preceding sentence, such termination shall become effective upon the last day of the calendar month next following Landlord's giving of notice of termination. Landlord acknowledges that Tenant intends to sublet all or a substantial portion of the demised premises to subtenants for occupancy by such subtenants. However, if Tenant shall sublet all or more than half of the square footage of the demised premises to one subtenant (or to affiliated subtenants), such subletting shall be treated as an assignment of this lease for purposes of the foregoing provisions of this Article.

(B) If Tenant shall be a corporation and if at any time during the term of this lease all or a majority of the corporate stock of Tenant shall be transferred, by sale, assignment, bequest, inheritance, operation of law or other disposition to any person other than a business organization affiliated with Tenant so as to result in a change in the voting control of Tenant, then Tenant shall, prior thereto, give notice thereof to Landlord, naming the person(s) or organization(s) to whom such transfer shall be made, and Landlord may terminate this lease, at Landlord's election, at any time after such change, by giving Tenant notice thereof. In the event of such termination the term of this lease shall terminate on the ninetieth day following the giving of such notice, but no termination pursuant to this sentence shall relieve Tenant or the guarantor, if any, of Tenant's obligations under this lease from the full, primary and unconditional liability hereunder until the expiration of the term of this lease as determined under other provisions of this lease.

Holding
Over

19. If Tenant or anyone claiming under Tenant shall remain in possession of the demised premises or any part thereof after the expiration of the term of this lease without any agreement in writing between Landlord and Tenant with respect thereto, the person remaining in possession shall prior to acceptance of rent by Landlord be deemed a tenant at sufferance and after acceptance of rent by Landlord a tenant at will, subject to the provisions of this lease insofar as the same may be made applicable to a tenancy at will, provided that minimum rent shall be payable during such period as such person shall continue to hold the demised premises or any part thereof at twice the rate in effect immediately prior to the expiration of the term hereof.

Waivers

20. Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, Landlord's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subse-

quent occasion. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be deemed to be anything but payment on account, and the acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that such lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept such check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Landlord may have under this lease or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of other, any two or more or all of such rights and remedies being exercisable at the same time.

Rules and
Regulations

21. Tenant shall observe and comply with, and shall cause its subtenants and concessionaires and its and their employees and agents to observe and comply with, reasonable shopping center rules and regulations from time to time promulgated by Landlord for the benefit and prosperity of the Shopping Center, Landlord hereby acknowledging that there presently exists no such rules or regulations and agreeing that if any of the same shall be promulgated by Landlord, such rules and regulations shall be reasonable and uniformly enforced. However, neither Tenant nor anyone claiming under it shall be bound by any such rules and regulations until such time as Tenant receives a copy thereof.

Quiet
Enjoyment

22. Landlord agrees that upon Tenant's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the demised premises during the term of this lease without any manner of hindrance or molestation from Landlord or anyone lawfully claiming under Landlord, subject, however, to the terms of this lease and any instruments or other matters having a prior lien.

Labor
Disputes

23. While any addition, replacement or other work to the Shopping Center may be under construction Tenant agrees that all repairs, alterations, additions, improvements, installations and other work other than its ordinary course or business done upon or about the demised premises by it or anyone claiming under it will be done or carried on in such manner as to avoid or prevent any labor disputes.

Failure of
Performance

24. (A) If Tenant shall default in the performance or observance of any agreement or condition in this lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default within thirty (30) days after notice from Landlord specifying the default, Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or any contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, Tenant agreeing to reimburse Landlord promptly therefor or save Landlord harmless therefrom. Landlord may cure any such default as aforesaid prior to the expiration of said waiting

period, but after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Landlord's interest therein or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, such amount shall be added to and become due as a part of the next payment of rent due hereunder.

(B) If either party hereto shall commence legal proceedings against the other on account of a default in the performance or observance of any agreement or condition in this lease contained on the part of the other to be performed or observed, the party prevailing in such legal proceedings shall be reimbursed on demand the costs and expenses, including but without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such proceedings.

Defini-
tions
and In-
terpre-
tations

25. (A) The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this lease, shall mean, where the context requires or admits, the persons named herein as Landlord and as Tenant respectively, and their respective heirs, legal representatives, successors and assigns, irrespective of whether singular or plural, masculine, feminine or neuter. Except as hereinafter provided otherwise, the agreements and conditions in this lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its heirs, legal representatives, successors and assigns and shall enure to the benefit of Tenant and its heirs, legal representatives, successors and assigns, and the agreements and conditions on the part of Tenant to be performed and observed shall be binding upon Tenant and its heirs, legal representatives, successors and assigns and shall enure to the benefit of Landlord and its heirs, legal representatives, successors and assigns. The word "Landlord" as used herein shall mean, however, only the owner for the time being of the landlord's interest in this lease, i.e., in the event of any transfer of the landlord's interest in this lease the transferor shall cease to be liable for, and shall be released from all liability for the performance and observance of, any agreements or conditions on the part of Landlord to be performed or observed subsequent to the time of such transfer, it being understood and agreed that from and after such transfer Tenant shall look solely to the transferee for the performance and observance of such agreements and conditions.

(B) If Tenant shall consist of more than one person or if there shall be a guarantor of Tenant's obligations under this lease, then the liability of all such persons, including the guarantor, if any, shall be joint and several, but subject to limitation of such liability as may be provided in the instrument of guaranty executed by such guarantor, and the word "Tenant" as used in clauses (4), (5), (6) and (7) of Section (A) of Article 15 of this lease shall be deemed to mean any one of such persons.

(C) It is agreed that if any provision(s) of this lease shall be determined to be void by any court of competent jurisdiction such determination shall not affect any other provision(s) of this lease, all of which other provisions shall remain in full force and

effect, and it is the intention of the parties hereto that if any provision of this lease is capable of two constructions one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

(D) This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This lease may not be modified in any way except by a writing subscribed by both parties.

(E) Landlord reserves the right at any time or times during the term of this lease, upon reasonable prior notice to Tenant, to use the foundation and easterly and/or westerly exterior walls of the demised premises in connection with additional construction.

(F) Wherever in this lease provision is made for the doing of any act by any person it is understood and agreed that such act shall be done by such person at its own cost and expense, unless a contrary intent is expressed.

(G) If all or any part of Landlord's interest in this lease shall be held by a trust, no trustee, shareholder or beneficiary of such trust shall be personally liable for any of the covenants or agreements, express or implied, hereunder. Landlord's covenants and agreements shall be binding upon the trustees of such trust as trustees as aforesaid only, and not individually, and upon the trust estate. Without limiting the generality of the foregoing, and whether or not all or any part of Landlord's interest in this lease shall be held by a trust, Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for recovery of any judgment from Landlord, it being specifically agreed that Landlord shall not under any circumstances be personally liable for any such judgment.

(H) For the purposes of this lease, a business organization shall be deemed to be affiliated with Tenant: (i) if such business organization controls Tenant either directly by ownership of a majority of its voting stock or of such minority thereof as to give it substantial control of Tenant, or indirectly by ownership of such a majority or minority of the voting stock of another business organization so controlling Tenant, (ii) if said business organization is so controlled by another business organization so controlling Tenant, or (iii) if said business organization stands in such a relationship to Tenant that there is an absence of equal bargaining power between such business organization and Tenant with respect to their dealings and transactions.

Delays

26. In any case where either party hereto is required to do any act (other than pay money), delays caused by or resulting from Act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond such party's reasonable control shall not be counted in determining the time during which such work shall be completed, whether such time be designated by a fixed date, a fixed time

or a "reasonable time." In any case where work is to be paid for out of insurance proceeds or condemnation awards, due allowance shall be made, both to the party required to perform such work and to the party required to make such payment, for delays in collection of such proceeds and awards.

Notices

27. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If given to Tenant the same shall be mailed to Tenant at 3358 Broken Knife Court, Annadale, Virginia 22003, or to such other address as Tenant may hereafter designate by notice to Landlord; if given to Landlord the same shall be mailed to Landlord at 750 Main Street, Hartford, Connecticut 06103, c/o Douglas S. Ebenstein, Esquire, or to such other person or at such other address as Landlord may hereafter designate by notice to Tenant.

Marginal
Notes

28. The marginal notes used as headings for the various articles of this lease are used only as a matter of convenience for reference, and are not to be considered a part of this lease or to be used in determining the intent of the parties to this lease.

Waiver of
Subrogation

29. Each of Landlord and Tenant hereby releases the other, to the extent of its insurance coverage, from any and all liability for any loss or damage caused by fire or any of the extended coverage casualties or any other casualty covered by its insurance, even if such fire or other casualty shall be brought about by the fault or negligence of the other party or any person(s) claiming under it, provided, however, that this release shall be in force and effect only with respect to loss or damage occurring during such time as the releasor's policies of insurance covering such loss or damage contain a clause to the effect that this release shall not affect such policies or the right of the releasor to recover thereunder. Each of Landlord and Tenant agrees that its fire and other casualty insurance policies will include such a clause so long as the same is obtainable and is includible without extra cost, or if extra cost is chargeable therefor so long as the other party pays such extra cost. If extra cost is chargeable therefor, each party shall advise the other thereof and of the amount thereof, and the other party, at its election, may pay the same but shall not be obligated to do so.

Interrup-
tion of
Services

30. With respect to any services furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees or any person claiming by, through or under Tenant, and in no event shall Landlord ever be liable to Tenant, with respect to any matter relating to this lease or the demised premises, for any indirect, consequential or incidental damages.

Brokers

31. Tenant hereby represents and warrants to Landlord that, except for Robert H. Kent Companies, Tenant has dealt with no broker, finder, realtor, agent or the like in connection with this lease, and that there are no brokerage commissions or other such fees in connection herewith. Tenant hereby agrees to hold Landlord harmless from, and indemnified against, all loss or damage (including, without limitation, the cost of defending the same) arising from any claim by any broker other than Robert H. Kent Companies claiming to have dealt with Tenant.

Use

32. (A) Subject to the provisions of Section (B) hereof, the demised premises shall be used as a store selling groceries, Chinese herbs, meat, produce, frozen foods (other than ice cream cakes), clothing, fabrics, gifts, shoes, paintings, photographic portraits, electronic items, china ware, flowers, plants, books, ethical drugs, appliances and/or jewelry and also restaurant, tailoring, medical, dental, pharmacy, barbering, accounting, real estate and freight forwarding services, which goods and services shall be merchandised and marketed to appeal to residents of the greater Washington, D.C. area who are natives of the Indo-China area. It is understood and agreed by Tenant, that not more than 5,000 square feet of floor area in the demised premises will be used for sale of clothing (including shoes and millinery), that not more than 5,000 square feet, in the aggregate, of the floor area of the demised premises will be used by Tenant for the sale and/or display for sale of fabrics, gifts, electronic items, china ware, books, ethical drugs and/or jewelry and that not more than 2,500 square feet of floor area of the demised premises will be used by Tenant for the sale and/or display for sale of appliances. For purposes of this Article, square footage of floor area shall include not only the area used for the sale and/or display for sale of any item, but also one-half of the aisle floor area abutting such area and the floor area of any so-called back room storage space within the demised premises on which any such item is stored. It is further understood and agreed by Tenant that in no event shall any restaurant operated within the demised premises, or any part thereof, be operated as an "Italian type" restaurant, as an ice cream shop, as a Chinese restaurant, as a Mexican restaurant, as a buffet style restaurant or as any combination of the aforesaid types of restaurants.

(B) Without in any way enlarging upon the purposes described in Section (A) hereof, it is understood and agreed that neither the demised premises nor any part thereof shall be used for any of the following purposes: (i) a department store, junior department store or variety store; (ii) for the sale of rugs, carpeting and/or floor coverings; (iii) for the operation of a laundry or dry cleaning business; (iv) for the operation of a bank, building and loan, savings and loan or other business which accepts deposits from the public (except check cashing or credit services conducted by Tenant in connection with retail sales at the demised premises); (v) for the sale or display for sale of appliances (except to the extent permitted by Section (A) of this Article) and/or furniture; (vi) for the furnishing of amusement or entertainment or of facilities therefor, such as an amusement gallery, video game gallery, bowling alley, theater, and the like, except that electronic amusement games may be

operated as an incidental part of any restaurant business conducted upon the demised premises so long as not more than 250 square feet of floor area of the demised premises, in the aggregate, shall be utilized for such games and the operation thereof; (vii) for the conduct of a gasoline or automobile or truck service station; (viii) for the sale of photographic supplies other than film; (ix) for the sale of paint and/or wallpaper; (x) for industrial purposes; (xi) for the redemption of trading stamps; (xii) for the operation of a beauty shop; or (xiii) for any combination of the foregoing.

(C) Tenant agrees with Landlord that no merchandise will be displayed for sale or sold in the Shopping Center outside of the demised premises; that if the location of the premises shall be used in any advertising by Tenant, such advertising shall designate the location of the demised premises as being located in Plaza 7 Shopping Center; that no sign in or upon the demised premises shall be a moving sign or flashing sign or sign with flashing characters; that if a restaurant shall be operated within the demised premises, Tenant shall cause the same to be exterminated by a licensed extermination company at least monthly or at such more frequent intervals as Landlord shall require; and that all grills, stoves and similar cooking equipment operated within the demised premises shall be protected by an Ansul or other fire protection system approved by the local fire department and insurance rating board. Any freezer lines installed in the demised premises will be installed so as to prevent condensation in the basement located thereunder.*

Pre-Term
Occupancy and
Existing
Lease

33. (A) If Tenant shall accept possession of the demised premises prior to the commencement of the term, Tenant shall be subject to all the provisions of this lease during the period between the acceptance of said possession and the commencement of the term of this lease as if said period were part of the term of this lease, except that no rent shall be payable for said period, Landlord hereby acknowledging that Tenant shall not be obligated to pay any rent (minimum or additional) under this lease until the commencement date of the term as provided in Article 2 hereof.

(B) Tenant acknowledges that the demised premises are presently held by The Grand Union Company under a lease thereof and that the trade fixtures and equipment located therein are the property of said lessee. Landlord agrees that upon the execution and delivery of this lease by Tenant, Landlord shall commence negotiations with The Grand Union Company in order to obtain possession of the demised premises, but that Landlord makes no representation or warranty that it will be able to obtain such possession within the time period contemplated by this lease. If Landlord shall not have obtained possession of the demised premises within 180 days after Tenant shall have executed and delivered this lease, then Tenant shall have the right, exercisable at any time after the expiration of such 180-day period but prior to receiving a notice from Landlord that Landlord has obtained possession of the demised premises, to terminate this lease by giving Landlord written notice thereof. If Tenant shall terminate this lease as aforesaid, the same shall become null and void, Landlord shall return the \$32,903.75 paid to it by Tenant and neither party hereto shall have any further rights or obligations hereunder. Upon

* The Landlord hereby agrees that each lease of such basement space (including the present lease thereof) shall contain a provision comparable to Article 13 of this lease and that the Landlord shall permit Tenant access to such basement to effect necessary structural repairs to the slab floor and its supporting structures, or for the installation or repair of water lines, or other facilities, utilities, or connections necessary or desirable to their intended use of the demised premises.

Landlord's obtaining possession of the demised premises from The Grand Union Company, Landlord shall deliver possession thereof to Tenant by delivering the keys for the demised premises to Tenant. Tenant shall have the right, without payment of rent, upon delivery of possession of the demised premises to Tenant, to enter the demised premises to inspect the same and install therein fixtures, supplies, merchandise and other property. While Tenant may be installing in the demised premises fixtures, supplies, merchandise and other property, as hereinabove provided, Tenant and all such fixtures, supplies, merchandise and other property of Tenant and those claiming under Tenant shall be in the demised premises at the sole risk of Tenant.

Option to
Extend

34. (A) Provided Tenant shall not then be in default under any of the agreements and conditions in this lease contained, Tenant shall have the right, at its election, to extend the original term of this lease for an additional period of five (5) years commencing upon the expiration of the original term, provided, further, that Tenant shall give Landlord notice of the exercise of its election hereunder not less than six (6) months prior to the expiration of the original term. Provided Tenant shall not then be in default under any of the agreements and conditions in this lease contained, Tenant shall have the right, at its election, to extend the original term of this lease as previously extended for an additional period of five (5) years commencing upon the expiration of the original term as previously extended, provided, further, that Tenant shall give Landlord notice of the exercise of its election hereunder not less than six (6) months prior to the expiration of the original term as previously extended. The expression "the original term" means the period of ten (10) years referred to in Article 2. Prior to the exercise by Tenant of either of said elections to extend the original term, the expression "the term of this lease" shall mean the original term; after the exercise by Tenant of either of the aforesaid elections, the expression "the term of this lease" shall mean the original term as it may have been then extended. Except as expressly otherwise provided in this lease, all the agreements and conditions in this lease contained shall apply to the additional period to which the original term shall be extended as aforesaid.

(B) The first day of each additional period of five (5) years for which the original term may be extended pursuant to Section (A) hereof is herein referred to as an "Adjustment Date". As of each Adjustment Date the minimum rent (referred to in Article 3) shall be increased to the greater of (i) one hundred five and one-half percent (105.5%) of the rate per year of minimum rent payable during the year preceding the Adjustment Date, or (ii) One Hundred Thirty-One Thousand Six Hundred Fifteen Dollars (\$131,615) increased to reflect changes in the "Consumer Price Index for All Urban Consumers, Seasonally Adjusted U.S. City Average, All Items (1967 = 100)" as published by the Bureau of Labor Statistics of the United States Department of Labor ("the Price Index") in the same proportion that the Price Index as last reported prior to such Adjustment Date has increased above the Price Index for the first full calendar month of the original term of this lease ("Base Year Price Index Number"), and such increased minimum rent shall remain in effect and be pay-

~~35. This lease is contingent for seven days after receipt by the Tenant from the Landlord or his agent of a complete set of structural plans and specification of the building containing the premises to be leased. Tenant shall have said seven days to satisfy themselves that the structure will support a sufficient load for the purposes they intend to use same. This contingency will automatically become null and void unless the Landlord is notified by midnight on the seventh day after receipt of said plans by the Tenant that they desire to cancel the lease for the reason herein before specified.~~

PARAGRAPH #35 DELETED IN ITS ENTIRETY

able by Tenant for the year during which such Adjustment Date shall occur. For each year included within such additional period subsequent to the first year thereof, the rate per year of minimum rent payable by Tenant to Landlord shall be one hundred five and one-half percent (105.5%) of the rate per year payable for the immediately preceding year of the term. If the Price Index shall cease to use the 1967 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, the Base Year Price Index Number shall be adjusted to the figure that would have been arrived at if the manner of computing the Base Year Price Index Number had not been altered. If the Price Index is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Price Index shall be used. If the parties shall be unable to agree upon the dollar amount of the minimum rent, they shall promptly resolve such dispute by arbitration in Hartford, Connecticut, by the American Arbitration Association or its successor, and such arbitration shall be submitted, commenced, held and determined in accordance with the rules and regulations of said Arbitration Association or its successors at the time of any such submission. The expenses thereof shall be borne equally between Landlord and Tenant unless the arbiters determine that some other division shall under the circumstances be more equitable and the determination of the arbiters shall be conclusive and binding upon the parties. Until the dollar amount of the minimum rent for any year shall be determined, Tenant shall pay rent at the rate provided for during the immediately preceding year and when the rent is so determined, Tenant shall pay Landlord immediately any excess rent due for the portion of such year which may theretofore have expired.

deleted
X

35. See additional provision on separate page.

In Witness Whereof, Landlord and Tenant have caused this Lease to be executed as a sealed instrument as of the day and year first above written.

WITNESS:

LANDLORD:

CAPITAL PROPERTIES INC.

Teresa Michaelson

By *[Signature]* (L.S.)
President

Margaret K. [Signature]

Attest: *[Signature]*
Secretary

Date of execution by Landlord: March 30, 1983

WITNESS:

TENANT:

VINA ENTERPRISES, INC.

George H. [Signature]

By *[Signature]* (L.S.)
President

George H. [Signature]

Attest: *[Signature]*
Secretary

Date of execution by Tenant: February 8, 1984

293

DMB14L

[Signature]

AMENDMENT A

1. Reference is made to Lease dated February 8, 1984 ("the Lease") between Capital Properties Inc., a Delaware corporation, as "Landlord", and Vina Enterprises, Inc., a Virginia corporation, as "Tenant", of certain premises ("the demised premises") in Landlord's shopping center on Wilson and Roosevelt Boulevards, Falls Church, Virginia. Further reference is made to Guarantee intended to be dated of even date with the Lease executed by Tung Mihn Tran et al, guaranteeing the obligations of Tenant thereunder.

2. In consideration of the agreements of the parties herein contained and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Landlord and Tenant hereby agree as follows:

A. Notwithstanding any provision of Article 3 of the Lease to the contrary, if the term shall commence prior to the 90th day after the delivery of possession of the demised premises, the annual rate of minimum rent payable for the period between such commencement date and the first to occur of (i) the 90th day after delivery of possession of the demised premises or (ii) the day upon which at least one-half of the floor area of the demised premises to be occupied for the sale of merchandise and/or services shall have opened for business, shall be at one-half the annual rate of minimum rent provided for in the Lease.

B. Landlord having agreed with The Grand Union Company that the portion of the demised premises leased to The Grand Union Company shall be surrendered by it in "as-is" condition as at April 30, 1984, the last sentence of Section (A) of Article 7 is hereby deleted from the Lease.

C. Landlord agrees that it shall remove from the portion of the demised premises leased to The Grand Union Company prior to delivery of possession thereof to Tenant all of the store fixtures and equipment of The Grand Union Company therein located except the incinerator and that such removal shall be done at the sole cost and expense of Landlord.

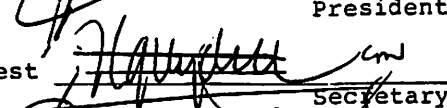
D. Tenant is hereby authorized by Landlord to perform the repairs to the slab floor and its supporting structures of the portion of the demised premises leased to The Grand Union Company upon delivery of possession of the demised premises to Tenant, Landlord hereby acknowledging approval of the plans, report and estimate therefor as forwarded to Landlord by letter dated April 6, 1984, from George H. Ragland, Jr., Esq., counsel to Tenant.

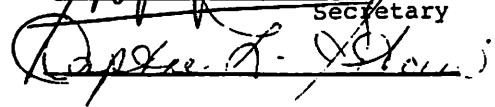
3. Except as hereby modified and amended, the Lease shall remain in full force and effect as originally written. The agreements of the parties hereto shall be binding upon and enure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed as a sealed instrument, all as of the 6th day of June, 1984.

CAPITAL PROPERTIES INC.

By  President


Attest  Secretary

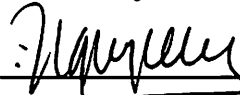


295

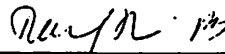
INITIALED FOR
IDENTIFICATION 

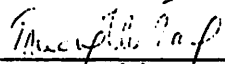
VINA ENTERPRISES, INC.

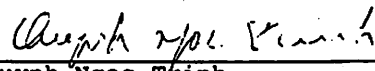
By  President

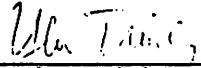
Attest  Secretary

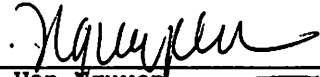
The undersigned, being all the Guarantors under the above-referenced Guarantee, hereby assent to the foregoing amendment to the Lease.

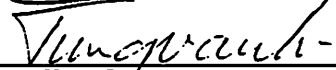

Tung Minh Tran



Troung Thi Tung

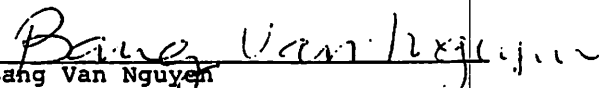

Quynh Ngoc Trinh

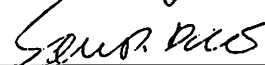

Yen Chu Trinh

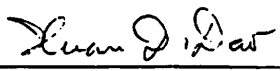

Xe Van Nguyen


Tung Van Le


Gioan Van Nguyen


Bang Van Nguyen


Son Duc Dao


Xuan Duc Dao


Hoi Thi Dao

296

INITIALED FOR
IDENTIFICATION



G U A R A N T E E

November 17, 1983

Reference is made to lease dated as of November 17, 1983, by and between Capital Properties Inc., a Delaware corporation, as "Landlord", and Vina Enterprises, Inc., a Virginia corporation, as "Tenant", of certain premises therein more fully described in Landlord's shopping center in Falls Church, Virginia.

In consideration of Landlord having executed said lease at the request of Minh ^{TUNG} Tran and Truong, Thi ^{TUNG} Tran, husband and wife, of 8723 Whitson Court, Springfield, Virginia 22153; Quynh Ngoc Trinh and ^{YEN CHU TRINH} ~~Don Thi Chu~~, husband and wife, of 6850 Supreme Court, Springfield, Virginia 22150; Xe Van Nguyen ~~and Tam~~ ^K Nguyen, husband and wife, of 6031 North 5th Road, Arlington, Virginia 22203; Tung Van Le ~~and Nguyen Thi Chan~~, husband and wife, of 3147 Wilson Boulevard, Arlington, Virginia 22201; Gioan Van Nguyen ~~and Dao Thuan Nguyen~~, husband and wife, of 3358 Broken Knife Court, Annadale, Virginia 22003; Bang Van Nguyen of 3157 Wilson Boulevard, Arlington, Virginia 22201; Son Duc Dao of 256 Hunters Ridge Road, Timonium, Maryland 21093; Xuan Duc Dao of 212 West Hanover Avenue, Morristown, New Jersey ^{HOI THI HOI DAO 6433 NORTHMANNA DRIVE, SPRINGFIELD} 07960; and ²²¹⁵⁰ ~~Dao Thi~~ ²²¹⁵⁰ ~~What~~ of 3358 Broken Knife Court, Annadale, Virginia 22003 (hereinafter jointly or severally, as the context admits, referred to as "Guarantors") and in further consideration of One Dollar (\$1.00) and other valuable considerations paid, the receipt whereof is hereby acknowledged, Guarantors do hereby unconditionally guarantee to Landlord the payment of the rents provided for in said lease and the performance and observance of all agreements and conditions contained in said lease on the part of Tenant to be performed and observed; provided, however, that the aggregate liability of the Guarantors under this guarantee shall be limited as follows: (a) to an amount equal to the rent (minimum and additional) payable for a period of two (2) years from the date of the default by Tenant under said lease if the Guarantors shall be called upon to perform under the terms of this guarantee and shall thereupon pay the installments of rent

(minimum and additional) and perform and observe all of the agreements and conditions contained in said lease, in all cases in a timely manner, it being understood and agreed that such payments shall be made notwithstanding the termination of said lease by Landlord or the reletting of the premises demised thereunder, but with credit being given, as provided in said lease, for the proceeds paid to Landlord on account of any such reletting, or (b) to the sum of (i) Four Hundred Thousand Dollars (\$400,000.00) plus (ii) the difference, if any, between Two Hundred Thousand Dollars (\$200,000.00) and the tangible net worth of Tenant available to Landlord for the payment of the rents and other amounts provided for in said lease to be paid to Landlord in the event of the termination of the term thereof on account of the default of Tenant thereunder if Guarantors shall fail to make the rent payments and perform and observe the terms and conditions of said lease as provided in clause (a) of this sentence. By way of example of the application of the provisions of clause (b) of the immediately preceding sentence and not in limitation thereof, if such tangible net worth shall be \$300,000, the aggregate liability of the Guarantors hereunder shall be \$400,000; and if such tangible net worth shall be \$125,000, the aggregate liability of the Guarantors hereunder shall be \$475,000. Guarantors do hereby agree that they shall in no way be released from their obligations under this guarantee by any of the following actions: any assignment of said lease or any subletting of the therein demised premises, or any waiver of default or any extension of time or other favor or indulgence granted by Landlord or by failure to receive notice of any of said actions. Guarantors hereby waive notice of nonpayment or any other default in the performance or observance of any agreement or condition contained in said lease on the part of Tenant to be performed or observed and hereby waive all suretyship defenses generally. Subject to the provisions of the next following paragraph, the provisions of this guarantee shall be binding upon the respective heirs, legal representatives, successors and assigns of the undersigned and shall inure to the benefit of Landlord, its successors and assigns.

Landlord agrees that it shall release any person named herein as a Guarantor from his or her obligations and agreements hereunder; provided that, in each case, all of the following conditions are fully complied with: (a) Landlord shall be furnished with a financial statement reasonably acceptable to Landlord of a proposed substitute guarantor, which financial statement shall disclose a net worth at least equal to that of the Guarantor to be released, (b) such proposed guarantor shall deliver to Landlord an agreement, reasonably acceptable to counsel to Landlord, whereby such proposed guarantor shall assume and agree to perform all of the obligations and agreements of the Guarantors in this Guarantee contained, (c) such proposed guarantor shall be a stockholder in Tenant, (d) Tenant shall not then be in default of any of its obligations or agreements in said lease contained and (e) the Guarantors shall not then be in default of any of their obligations or agreements hereunder.

IN WITNESS WHEREOF, the undersigned have executed this instrument as a sealed instrument as of the day and year first above written.

WITNESS:

Chae-fun
Chae-fun

Chae-fun

Chae-fun

Chae-fun

Chae-fun

Minh Tang Tran
Minh Tang Tran

Truong Thi Tran TUNG
Truong Thi Tran TUNG

Quynh Ngoc Trinh
Quynh Ngoc Trinh

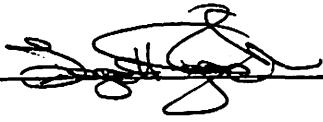
Ben Chi Cho YEN CHU TRINH
Ben Chi Cho YEN CHU TRINH

Xe Van Nguyen
Xe Van Nguyen

Tam Nguyen
Tam Nguyen

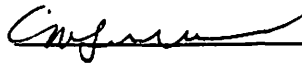
Tung Van Le
Tung Van Le

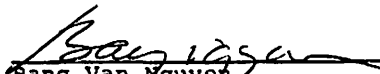
Nguyen Thi Chan
Nguyen Thi Chan




Gioan Van Nguyen

~~Dao Thuam Nguyen~~




Bang Van Nguyen

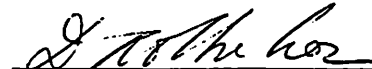


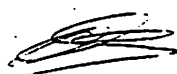

Son Duc Dao




Xuan Duc Dao




Dao Thi Nhat
Hoi



LANE & ALTMAN
ATTORNEYS AT LAW
201 DEVONSHIRE STREET
BOSTON, MASSACHUSETTS 02110

NEWTON A. LANE
ARTHUR D. ALTMAN
BERNARD N. BORMAN
NATHAN T. WOLK
DONALD M. BLOCH
ROBERT M. ROSEN
DAVID L. ROKOFF
FRANK D. ARONSON
LAWRENCE M. SLATER
ARTHUR D. GOLD
BARRY M. RICH
GREGORY J. ENGLUND
BENJAMIN W. MOULTON
JOHN F. DREW
VICTORIA L. POLITO
JOSEPH F. MAZZELLA
SAMUEL M. SHAFNER
PETER A. JOHNSON
A. MIRIAM JAFFE
ROBERT S. BURSTEIN
MARY E. VALLE
BRANT K. MALLER
FREDERICK M. CYKER

August 14, 1984

EDWARD A. NATHANSON
1916-1955

HYMAN H. RUDOFISKY
1927-1979

TELEPHONE (617) 357-5200

Vina Enterprises, Inc.
3358 Broken Knife Court
Annadale, Virginia 22003

Re: Plaza 7 Shopping Center
Falls Church, Virginia

Gentlemen:

Reference is hereby made to Lease dated February 8, 1984, between Capital Properties, Inc., as landlord, and you, as tenant, as such lease has been amended by Amendment A dated June 6, 1984.

On behalf of Capital Properties Inc., we hereby advise you that the commencement date of the original term of said Lease will be the earlier of September 27, 1984, or the date of the opening of the premises for business. Please confirm said commencement date by signing the enclosed copy of this letter and returning it to me.

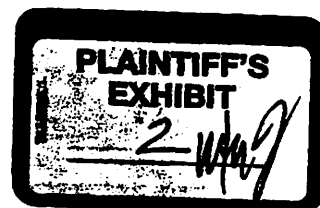
Very truly yours,


Donald M. Bloch

DMB:kjh
Encls.

VINA ENTERPRISES, INC.

By 
President



VI. A ENTERPRISE INC.
dba EDEN Shopping Center
P. O. Box 2107 Falls Church, VA 22044

Mr. Norman Ebenstein, Chairman of The Board
Capital Properties Inc.
7188 Queenferry Circle
Boca Raton, Florida 33496

Cert. Mail # P 231 264 951
First class mail

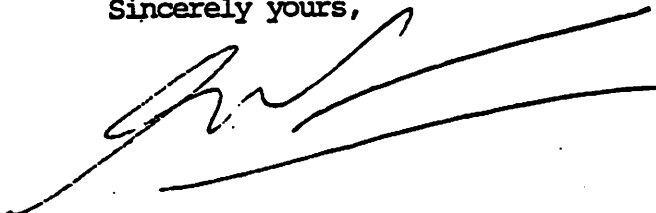
August 9, 1993

Re: Lease renew option. 6763-6765A Wilson Blvd. Falls Church, VA 22044 (22,020 sf)

Dear Mr. Ebenstein,

Pursuant to Paragraph 34 of the lease dated February 8, 1984 between Capital Properties Inc. and Vina Enterprises Inc, Vina Enterprises Inc. hereby exercises its renew option to extend the original term of this lease for an additional five years .

Sincerely yours,



Gioan V. Nguyen, President

Landlord's acknowledgement

cc: Mr. Donald Bloch Esq.
LANE & ALTMAN
101 Federal St.
Boston, MA 02110

Cert. mail # P 231 264 951
First class mail



CCP 0000058

CCF.0000060

ENTERPRISES, INC.
EDEN SHOPPING CENTER
P. O. BOX 2107 FALLS CHURCH, VA 22042-0107
"We Provide Business Opportunities"

Fold at line over top of envelope to
right of the return address

CERTIFIED

P 231 264 951

MAIL

**RETURN RECEIPT
REQUESTED**

303

33496-7950 49



NOTICE OF RENEWAL 6765-6765A (22,02057

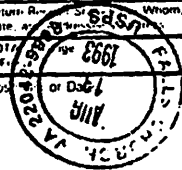
P 231 264 952



Receipt for Certified Mail
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

| | |
|---|----------|
| Send to | |
| DONALD BLOCH | |
| Street and No. | |
| 101 FEDERAL ST | |
| City, State and ZIP Code | |
| BOSTON MA 02110 | |
| Postage | \$ 24 |
| Certified Fee | 000 |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | 000 |
| Return Receipt Date | 06/01/91 |
| Return Receipt to Whom | |
| TOTAL Postage & Fees | \$ 24 |
| Postmaster | |

PS Form 3800, June 1991



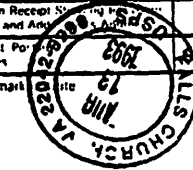
P 231 264 951



Receipt for Certified Mail
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

| | |
|---|----------|
| Send to | |
| CAPITAL PROPERTY INC | |
| Street and No. | |
| 7188 QUEENFERRY CL | |
| City, State and ZIP Code | |
| BOCA RATON FL 33496 | |
| Postage | \$ 24 |
| Certified Fee | 000 |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | 000 |
| Return Receipt Date | 06/01/91 |
| Return Receipt to Whom | |
| TOTAL Postage & Fees | \$ 24 |
| Postmaster | |

PS Form 3800, June 1991

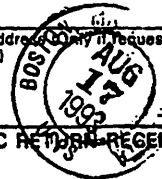


| | | | |
|---|--|--|--|
| SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt will show to whom the article was delivered and the date delivered. | | I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee. | |
| 3. Article Addressed to: MR. NORMAN BENSTEIN-COB CAPITAL PROPERTY INC 7188 QUEENFERRY CL BOCA RATON FL 33496 | | 4a. Article Number P231 264 951 | |
| 4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise | | 7. Date of Delivery 8-16-93 | |
| 5. Signature (Addressee) [Signature] | | 8. Addressee's Address (Only if requested and fee is paid) | |
| 6. Signature (Agent) [Signature] | | | |

PS Form 3811, December 1991 U.S. GPO: 1992-223-402 DOMESTIC RETURN RECEIPT

| | | | |
|---|--|--|--|
| SENDER: • Complete items 1 and/or 2 for additional services. • Complete items 3, and 4a & b. • Print your name and address on the reverse of this form so that we can return this card to you. • Attach this form to the front of the mailpiece, or on the back if space does not permit. • Write "Return Receipt Requested" on the mailpiece below the article number. • The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery. | | I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee. | |
| 3. Article Addressed to: MR. DONALD BLOCH ESQ LAUREL ALTMAN 101 FEDERAL ST. BOSTON MA 02110 | | 4a. Article Number P231 264 952 | |
| 4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise | | 7. Date of Delivery | |
| 5. Signature (Addressee) [Signature] | | 8. Addressee's Address (Only if requested and fee is paid) | |
| 6. Signature (Agent) [Signature] | | | |

PS Form 3811, November 1990 U.S. GPO: 1991-287-060 DOMESTIC RETURN RECEIPT



Capital Commercial Properties Inc.

NORMAN EBENSTEIN - CHAIRMAN OF THE BOARD
SHIRLEY G. EBENSTEIN - PRESIDENT
DOUGLAS S. EBENSTEIN - VICE PRESIDENT

7166 QUEENFERRY CIRCLE
BOCA RATON, FLORIDA 33496
TELEPHONE & FACSIMILE NUMBER:
(407) 483-3579

October 5, 1993

**VIA HAND DELIVERY AND
CERTIFIED MAIL - RETURN RECEIPT REQUESTED**

Vina Enterprises, Inc.
P.O. Box 2107
Falls Church, Virginia 22041

- and -

Vina Enterprises, Inc.
c/o Gioan V. Nguyen
3712 Ridgelea Drive
Fairfax, Virginia 22031

Re: Plaza Seven Shopping Center, Falls Church, Virginia
Lease Dated February 8, 1989 for 22,020 sq. ft.

Dear Mr. Nguyen:

This letter will serve as Notice of Default and to Quit under the captioned lease at Plaza Seven Shopping Center, Falls Church, Virginia between Capital Commercial Properties, Inc. as Landlord and Vina Enterprises, Inc. as tenant.

Pursuant to Article 15 of the captioned Lease, notice is hereby given of your default in the payment of rent due thereunder and of your default in performance of other obligations thereunder, i.e., precluding the use of any portion of the space as a law office under Article 32.

In the event Vina fails to pay such unpaid rent within seven (7) days after giving of this notice or to cure the other default within fifteen (15) days after the giving of this notice, Landlord will exercise his right to terminate this Lease for default and commence proceedings against Vina to obtain possession and any all damages and any other relief available.

Upon termination, Landlord will promptly take all further legal action to obtain possession of such premises and all damages resulting from your defaults.

305

CCP

PLAINTIFF'S
EXHIBIT

4

Capital Commercial Properties Inc.

Vina Enterprises, Inc.

October 5, 1993

Page 2

To the extent any notice to quit is deemed required, Landlord intends this Notice to operate automatically as a Notice to Quit and demand for immediate possession upon failure to cure the defaults described above within the time specified.

Very truly yours,
CAPITAL COMMERCIAL PROPERTIES, INC.

Norman Ebenstein (4/2/93)

By Norman Ebenstein
Chairman of the Board

cc: Mr. Douglas Ebenstein
Darragh J. Davis, Esquire
Donald M. Bloch, Esquire
George H. Ragland, Jr., Esquire (via telecopy)

Darragh J. Davis
Tel: 703/847-5850
Fax: 703/847-5805

October 5, 1993

VIA HAND DELIVERY AND
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Vina Enterprises, Inc.
P.O. Box 2017
Falls Church, Virginia 22041

- and -

Vina Enterprises, Inc.
c/o Mr. Gioan V. Nguyen
3712 Ridgelea Drive
Fairfax, Virginia 22031

Re: 6763-6765A Wilson Boulevard, Falls Church, Virginia 22044 (22,020 sq. ft. lease)

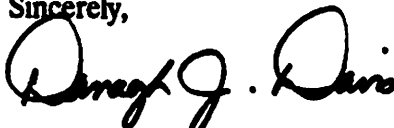
Dear Mr. Nguyen:

In response to your recent notification to Mr. Ebenstein which purports to exercise an option to renew the original term of your lease, I am advised by the Landlord that Vina was in default of its obligations under this lease at the time it attempted to exercise this option.

¶ 34 of the lease precludes the valid exercise of an option when the tenant's obligations are in default.

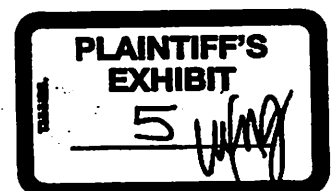
Therefore, the Landlord does not recognize your letter of August 9, 1993 as a valid exercise of the option and, as a result, preserves all legal rights and remedies permitted by the lease.

Sincerely,



Darragh J. Davis

cc: Donald M. Bloch, Esquire
George H. Ragland, Jr., Esquire
Mr. Norman Ebenstein
Mr. Douglas Ebenstein



CCF.000009

307

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H RAGLAND, JR.
CRAIG A. KAWAMOTO
MARY ELLEN SLUGG

FAX NUMBER
(703) 237-1356

October 5, 1993

VIA FACSIMILE
847-5805

Darragh J. Davis, Esquire
Arent, Fox
8000 Towers Crescent Drive
Vienna, Virginia 22182-2733

Re: Vina Enterprises - Plaza Seven Shopping Center
Lease Dated February 8, 1989 for 22,020 square feet

Dear Ms. Davis:

To the extent that your client has given notice through you dated October 5, 1993 to the below-signed, the notice is wholly inadequate, as it fails to give the amount claimed to be due at this time.

My client has, at his own expense, flown to Florida to try to resolve any differences that existed between your bookkeeping and ours. Those differences were not resolved because the landlord failed to have present the books and records for review, the very purpose for which this meeting was established.

We therefore reject any claim for arrearage at this time or that there is any portion of the unpaid rent. We require an itemization of any and all amounts your client claims due, and the seven (7) days will not begin to run until such time as you have furnished that to both the tenant and the below-signed.

Sincerely yours,

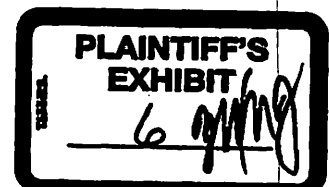


GEORGE H. RAGLAND, JR.

GHR/ss

cc: via certified mail, return-receipt requested to
Norman Eberstein, Chair of the Board, Capital Commercial
Properties, Inc.

Nhat and Gioan Nguyen



Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
 Norman Eberstein
 Chairman Board
 7188 Queensboro Circle
 Boca Raton, FL 33496
 (Capital Commercial Prop)

4a. Article Number
 P 035 240 555

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☒ Return Receipt for Merchandise

7. Date of Delivery
 10/5/93

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)
 On the line

PS Form 3811, December 1991 U.S.G.P.O.: 1992-307-530- DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

P 035 240 555



Receipt for Certified Mail

No Insurance Coverage Provided
 Do not use for International Mail
 (See Reverse)

| | |
|---|------------------------|
| Sent to | Norman Eberstein |
| Street and No. | 7188 Queensboro Circle |
| P.O., State and ZIP Code | Boca Raton, FL 33496 |
| Postage | \$.29 |
| Certified Fee | 1.00 |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | 1.00 |
| Return Receipt Showing to Whom, Date, and Addressee's Address | |
| TOTAL Postage & Fees | \$ 2.29 |
| Postmark or Date | 10/5/93 |

PS Form 3800, June 1991

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H RAGLAND, JR
CRAIG A. KAWAMOTO

FAX NUMBER
(703) 237-1256

MARY ELLEN SLUGG

October 8, 1993

VIA CERTIFIED MAIL,
RETURN-RECEIPT REQUESTED AND
FIRST-CLASS MAIL

Mr. Norman Ebenstein,
Chairman of the Board
Capital Commercial Properties, Inc.
7188 Queensferry Circle
Boca Raton, Florida 33496

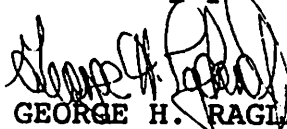
Re: Plaza Seven Shopping Center, Falls Church, Virginia

Dear Mr. Ebenstein:

I am writing in response to your October 5, 1993 notice of alleged defaults. Your notice gives an unspecified allegation of failure to pay rents and demands cure within seven (7) days. A copy of a letter sent to your counsel is enclosed herewith. When you or your bookkeeper are in a position to itemize that which you claim is due, specifying the origin of said indebtedness, and a grand total necessary to cure the default, my client will be in a position to determine whether a cure is required and will do so within seven (7) days of the time of actual notice of same.

Regarding your notice of a possible violation of Article 32 without prejudice to argue that no violation exists, you are hereby advised that the persons occupying the subject property have no right to operate a law office if same violates your master lease as they are subject to same. They have been notified to cease and desist said operation forthwith, and if they cannot do so, to vacate the property forthwith. If they fail to do one or the other, we shall resort to the courts to force an eviction. As you know, we cannot forcibly remove them from the property without the court's assistance in Virginia, but Vina Enterprises will do that which is necessary to satisfy the landlord concerning Article 32.

Sincerely yours,

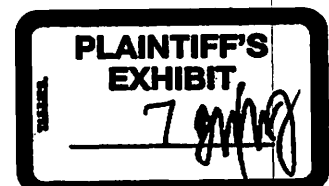


GEORGE H. RAGLAND, JR.

GHR/ss

cc: Darragh J. Davis, Esquire ✓

Gioan Nguyen ✓



Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Mr. Norman Ehenstein
Chairman of the Board
Capital Commercial Properties
7188 Queensferry Circle
Boca Raton FL 33496
J. Ehenstein

4a. Article Number

P 035 240525

4b. Service Type

- | | |
|---|--|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> CDD |
| <input type="checkbox"/> Express Mail | <input checked="" type="checkbox"/> Return Receipt for Merchandise |

7. Date of Delivery

10-14-93

5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)

Thank you for using Return Receipt Service.

PS Form 3811, December 1991 ☆ U.S.G.P.O. : 1992-307-530

DOMESTIC RETURN RECEIPT

P 035 240 525



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

PS Form 3800, June 1991

| | |
|---|---------|
| S/N 118 Norman Ehenstein | |
| Street and No. 7188 Queensferry Circle | |
| P.O. / State and ZIP Code Boca Raton FL 33496 | |
| Postage | \$.29 |
| Certified Fee | 1.00 |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | 1.00 |
| Return Receipt Showing to Whom, Date, and Addressee's Address | |
| TOTAL Postage & Fees | \$ 2.29 |
| Postmark or Date 10/12/93 | |

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO
MARY ELLEN SLUGG

TAX NUMBER:
(703) 237-1246

October 13, 1993

VIA CERTIFIED MAIL
RETURN-RECEIPT REQUESTED AND
FIRST-CLASS MAIL

Mr. Norman Ebenstein,
Chairman of the Board
Capital Commercial Properties, Inc.
7188 Queensferry Circle
Boca Raton, Florida 33496

Re: Plaza Seven Shopping Center, Falls Church, Virginia

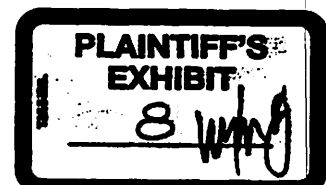
Dear Mr. Ebenstein:

As of October 13, 1993 we have not been furnished with the itemized demand for payment so that we can cure the alleged default of non-payment.

At this time I am also enclosing herewith for your information, a copy of the demand to cease and desist the practice of law, or to surrender possession, that was served on the tenant on October 8, 1993 well within the time of your requirement that we cure the alleged default. When they failed to respond to that letter by offering to surrender or advising us that they had ceased the practice of law, an unlawful detainer was filed and a copy of the receipt is enclosed herewith as proof. It is our position that we have complied with your notice to cure and any delay requiring us to cure within a specified time at this juncture, is now governed by the delay paragraph as we cannot control the court system. The earliest return date that we could get is October 27, 1993 and it is our intention to go forward.

You will be kept informed of the progress in connection with that matter.

The lease provides that we are not in default until you have given us notice and we failed to cure. Since you have not given us



Page 2 of 2
Norman Ebenstein, Esquire
October 13, 1993

notice of any dollar amount to cure, we are treating that currently as an non-issue but will re-visit it when you give us an amount. With respect to your alleged violation of Article 32, we are timely curing that. Therefore, the notice of intention to exercise the option has been timely given and you do not have the election or right to reject same. For this reason, we believe that the option has now been exercised and is irrevocable. If you refuse to honor that we shall seek court protection and clarification.

Sincerely yours,


GEORGE H. RAGLAND, JR.

GHR/ss

Enclosures (xeroxed copy of notice to quit and copy of
official receipt from clerk's office)

cc: Darragh J. Davis, Esquire

Nhat Nguyen and Gioan Nguyen

P 035 240 522



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

| | |
|---|----------------|
| Sent to <i>Norman Ehrenstein</i> | |
| Street and No. <i>7188 Queensbury Circle</i> | |
| P.O. State and Zip Code <i>Boca Raton, FL 33496</i> | |
| Postage | \$ <i>.29</i> |
| Certified Fee | <i>1.00</i> |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | <i>1.00</i> |
| Return Receipt Showing to Whom Date, and Addressee's Address | |
| TOTAL Postage & Fees | \$ <i>2.29</i> |
| Postmark or Date <i>10/13/93</i> | |

PS Form 3800, June 1991

COMMONWEALTH OF VIRGINIA



OFFICIAL RECEIPT
FALLS CHURCH COMBINED COURT
CIVIL

DATE: 10/12/93 TIME: 02:36:05 ACCOUNT: 6106V93000309-00 RECEIPT: 93000005053
CASHIER: LCF RES: FRO5 TYPE: FULL PAYMENT
ACCT OF: HOWARD, ROBERT E. RECD: BAGLAND & HOWARD
CHECK: \$16.00

| CODE DESCRIPTION | PAID | CODE DESCRIPTION | PAID |
|-----------------------|-------|------------------------|------|
| 118 CIVIL PROCESS FEE | 12.00 | 123 LEGAL AID SERVICES | 2.90 |
| 123 CHMF | 2.00 | | |

TENDERED : 16.00
AMOUNT PAID: 16.00

CHANGE AMT : .00

CLERK OF COURT: JEAN E. SCHAFER

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H RAGLAND, JR.
CRAIG A KAWAMOTO
MARY ELLEN SLUGG

TAX NUMBER:
(703) 237-1256

October 12, 1993

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED AND
FIRST-CLASS MAIL

Robert E. Howard, Esquire
Howard and Howard
6763 Wilson Boulevard, Suite 6C
Falls Church, Virginia 22044

Re: Notice to Quit/Unlawful Detainer

Dear Mr. Howard:

Notice was given to you and all attorneys practicing as Howard and Howard to cease and desist operating a law office at the premises addressed above. The reasons were explained in the notice. Since you have failed to contact the below-signed to indicate that you have done so, the next step, an unlawful detainer, has now been filed.

At this time, I am returning your rent for October as it is our intention to gain possession of the property. As you know, you have no lease of your own granting you the right to do anything. Your predecessor had a lease which expired by its own terms. That lease agreed and covenanted to obey all the rules and regulations and to be bound by the lease of Vina Enterprises. Since Vina Enterprises' landlord has taken the position that the practice of law is a violation of that lease, we must gain possession of that property.

Sincerely yours,


GEORGE H. RAGLAND, JR.

GHR/ss

Enclosure (Check Number 2257)
cc: Vina Enterprises, Inc. (Gioan Nguyen)

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Robert E. Howard, Esquire
Howard & Howard
6763 Wilson Blvd. Suite 6C
Falls Church, VA 22044

4a. Article Number
P035240521

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☒ Return Receipt for Merchandise

7. Date of Delivery
10/14/93

5. Signature (Addressee)
[Signature]


6. Signature (Agent)
[Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 • U.S. POSTAL SERVICE 1992-307-530 **DOMESTIC RETURN RECEIPT**

Thank you for using Return Receipt Service.

P 035 240 521

 **Receipt for Certified Mail**
 No Insurance Coverage Provided
 Do not use for International Mail
 (See Reverse)

| | |
|---|--------|
| Sent to Robert E. Howard Esq. | |
| Street and No. 6763 Wilson Blvd. | |
| P.O., State and ZIP Code Suite 6C Falls Church VA 22044 | |
| Postage | \$.29 |
| Certified Fee | 1.00 |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | 1.00 |
| Return Receipt Showing to Whom, Date, and Addressee's Address | |
| TOTAL Postage & Fees | \$2.29 |
| Postmark or Date 10/12/93 | |

PS Form 3800, June 1991

SUMMONS FOR UNLAWFUL DETAINER

Falls Church

CITY OR COUNTY

300 Park Avenue, Falls Church, Virginia 22046

STREET ADDRESS OF COURT

General District Court

RETURN DATE

Wednesday, October 27, 1993

at 11:00 a.m.

Vina Enterprises, Inc.

PLAINTIFF(S)

c/o Gioan Nguyen

P.O. Box 2107

Falls Church, Virginia 22042

TO ANY AUTHORIZED OFFICER: Summon the Defendant(s) as provided below

TO THE DEFENDANT(S): You are commanded to appear before this Court on

Wednesday, October 27, 1993, 11:00 a.m.

DATE AND TIME

October 12, 1993

DATE ISSUED

☐ CLERK

☐ DEPUTY CLERK

☐ MAGISTRATE

CLAIM AND AFFIDAVIT: Defendant(s) unlawfully detains and withholds from Plaintiff(s):

6763 Wilson Boulevard, Suite 6-C, Falls Church, Virginia

ADDRESS/DESCRIPTION OF DETAINED PROPERTY

and that the Defendant should be removed from possession based on the following:

☐ unpaid rent ☒ Tenant is in violation of sub-lease and over land and/or occupies the premises without benefit of lease and further that rent is due and owing and damages have been incurred as follows

\$ rent due for

RENT

\$ damages for

DAMAGES

\$ Actual costs, and \$ Actual

☒ Notice of unlawful detainer has been given

☐ PLAINTIFFS

☒ PLAINTIFF'S ATTORNEY

☐ PLAINTIFFS AGENT

☐ PLAINTIFFS ADVISOR

Subscribed and sworn to before me this day

DATE

☐ CLERK

☐ DEPUTY CLERK

☐ MAGISTRATE

NOTARY PUBLIC (My commission expires 8/31/97)

CASE DISPOSITION

JUDGMENT that Plaintiff(s) recover against ☐ named DEFENDANT(S) ☐ possession of the premises described above, and rent, against which homestead exemption may not be claimed, in the sum of

\$ and \$ damages, with interest

\$ 16.00 COSTS \$ 800.00 attorney's fees.

☐ JUDGMENT FOR ☐ NAMED DEFENDANT(S) ☐ UPON LEAVING

☐ NON-SUIT ☐ DISMISSED

Defendant(s) Present? Yes ☒ No ☐

DATE

JUDGE

reasonable time to remove - 11/1/94

\$800.00 check - \$500.00 from security deposit balance to be returned

RECEIVED
OCT 18 1993
FALLS CHURCH CITY
SHERIFF'S DEPT
this civil claim.

I CERTIFY THAT THE DOCUMENT TO WHICH THIS AUTHENTICATION IS AFFIXED IS A TRUE COPY OF A RECORD IN THE FALLS CHURCH DISTRICT COURT RECORD, AND THAT I AM THE CUSTODIAN OF THAT RECORD.
12/5/94
FALLS CHURCH DISTRICT COURT
300 PARK AVENUE
FALLS CHURCH, VA 22046-3350

Summons for Unlawful Detainer

RECEIPT NO

RCPT : 5306

DATE : 10/13/93 TIME: 08:36

TO DEFENDANT: You are not required to appear; however, if you fail to appear, judgment may be entered against you. See the additional notice on the back side. To dispute this claim, you should appear on the return date: ☐ to try this case.

☐ for the judge to set another date for trial.

Bill of Particulars 11-10-93 ORDERED DUE

Grounds of Defense 11-24-93 ORDERED DUE

ATTORNEY FOR PLAINTIFF(S)

ATTORNEY FOR DEFENDANT(S)

PLAINTIFF'S EXHIBIT

318

To the Defendant(s): If you believe that Plaintiff(s) should have filed this suit in a different city or county, you may write a request to have the case moved for trial to the general district court of that city or county. To do so, you must do the following:

1. Prepare a written request which contains (a) this court's name, (b) the case number, (c) Plaintiff(s)' name(s) and Defendant(s)' name(s), (d) "I move to object to venue of this case in this court because" and state the reasons for your objection and also states in which city or county the case should be tried, and (e) your signature and mailing address.
2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.
3. If mailed to the court, you will be notified of the judge's decision.

RETURNS: Each defendant was served according to law as indicated below, unless not found.

| | |
|---|---|
| NAME <u>Robert E. Howard</u> | |
| ADDRESS <u>6763 Wilson Blvd.</u> <u>6-C F.C. Va 22046</u> | |
| <input checked="" type="checkbox"/> PERSONAL SERVICE | Tel. No. _____ |
| <input type="checkbox"/> Being unable to make personal service, a copy was delivered in the following manner: <input type="checkbox"/> Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above. _____ <input type="checkbox"/> Posted on front door of usual place of abode, address listed above. (Other authorized recipient not found.) <input type="checkbox"/> Served on Secretary of the Commonwealth <input type="checkbox"/> Served on Clerk of State Corporation Commission | |
| <input type="checkbox"/> Not found | <u>M. Keaton #72</u> SERVING OFFICER |
| DATE <u>10/13/93</u> | |
| NAME <u>J. Lee Howard</u> | |
| ADDRESS <u>6763 Wilson Blvd. 6-C</u> <u>F.C. Va 22046</u> | |
| <input type="checkbox"/> PERSONAL SERVICE | Tel. No. _____ |
| <input checked="" type="checkbox"/> Being unable to make personal service, a copy was delivered in the following manner: <input checked="" type="checkbox"/> Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above. <u>Robert E. Howard</u> <u>Partner</u> <input type="checkbox"/> Posted on front door of usual place of abode, address listed above. (Other authorized recipient not found.) <input type="checkbox"/> Served on Secretary of the Commonwealth <input type="checkbox"/> Served on Clerk of State Corporation Commission | |
| <input type="checkbox"/> Not found | <u>M. Keaton #72</u> SERVING OFFICER |
| DATE <u>10/13/93</u> <u>S. STEPHEN</u> <u>VA.</u> FALLS CH | |

I certify that I mailed a copy of this pleading to the defendants named therein at the address shown therein on

DATE

☐ PLAINTIFF

☐ PLAINTIFF'S WIT

☐ PLAINTIFF'S EMPLOYEE

Fi. Fa. issued on _____

Interrogatories issued on _____

Garnishment issued on _____

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO
MARY ELLEN SLUGG

FAX NUMBER:
(703) 237-1256

December 1, 1993

VIA FACSIMILE AND
FIRST-CLASS MAIL
703-847-7505

Capital Commercial Properties, Inc.
Attention: Norman Ebenstein
c/o Darragh J. Davis, Esquire
Arent, Fox
8000 Towers Crescent Drive
Vienna, Virginia 22182-2733

RE: Vina Enterprises' Lease of approximately
22,020 square feet dated February 8, 1984

Dear Mr. Ebenstein:

The purpose of this letter is to advise you that the matters set forth in your notice of default and to quit have either been resolved or are non-issues.

First, addressing your claim of any late payment, we solicited through your attorney and directly from you, an itemization of any claimed arrearage on the Vina Enterprise lease. We wrote a follow-up letter again soliciting that information. We were promised to be furnished that information, but now almost two (2) months have passed since your initial notice. That leads us to conclude that you have no information to submit to us since any claim for arrearage and payment should have been known prior to you giving us a notice that we were in default of same. Your failure to furnish us that information leads us to conclude that there is no default with respect to payment.

While we did not agree with your interpretation of Article 32 of the lease, we did serve a notice within three (3) days of the date of your notice upon the tenant which you said was violating Article 32 of the Master Lease. The tenant did not honor our notice, and an unlawful detainer was filed on October 13, 1993.

320



CCP.0000061

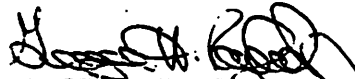
Page 2 of 2
Capital Commercial Properties, Inc.
c/o Darragh J. Davis, Esquire

The matter was contested by the tenant and was scheduled for trial on December 1, 1993. At that hearing an Order for possession was entered. We shall give the tenant a reasonable time to vacate the premises, and if necessary, we shall apply for a writ of possession.

Your attorney has notified us that you do not recognize the August 9, 1993 exercise of option as valid. Now that the only two (2) matters which you have brought to our attention have either disappeared for your lack of furnishing of information or have been dealt with successfully, you are advised that we deem the option validly exercised and the Vina Enterprises' lease renewed for an additional five (5) years.

If you or your attorney fail to recognize that, in writing, to us within seven (7) days of the date of this letter, we shall seek relief of a declaratory nature in the Circuit Court of Arlington County establishing our right for an additional five (5) years. We will not subject our clients to an additional claim for double rent in connection with this matter.

Sincerely yours,



GEORGE H. RAGLAND, JR.

GHR/ss

cc: Vina Enterprises, Inc.

Capital Commercial Properties Inc.

NORMAN EBENSTEIN - CHAIRMAN OF THE BOARD
SHIRLEY G. EBENSTEIN - PRESIDENT
DOUGLAS S. EBENSTEIN - VICE PRESIDENT

7188 QUEENFERRY CIRCLE
BOCA RATON, FLORIDA 33496

TELEPHONE & FACSIMILE NUMBER:
(407) 483-3579

December 20, 1993

VIA HAND DELIVERY AND
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Vina Enterprises, Inc.
P.O. Box 2017
Falls Church, Virginia 22041

- and -

Vina Enterprises, Inc.
c/o Mr. Gioan V. Nguyen
3712 Ridgelea Drive
Fairfax, Virginia 22031

Re: 6763-6765A Wilson Boulevard, Falls Church, Virginia 22044
(22,020 sq. ft. lease)

Dear Mr. Nguyen:

This letter will serve as Notice of Default and to Quit under the captioned lease at Plaza Seven Shopping Center, Falls Church, Virginia between Capital Commercial Properties, Inc. as Landlord and Vina Enterprises, Inc. as Tenant.

Pursuant to Article 15 of the captioned lease, notice is hereby given of your default in the payment of rent due thereunder. Specifically, your rent payments have been repeatedly late dating back to the June 1992 rental payment as reflected in the attached schedule. Pursuant to Paragraph 3(B) there are late charges due in the amount of \$5,600.00

In the event Vina fails to pay such unpaid rent within seven (7) days after giving of this notice, Landlord will exercise its right to terminate this Lease for default and commence proceedings against Vina to obtain possession and all damages resulting from your defaults including, but not limited to, interest, costs and attorneys' fees.

Capital Commercial Properties Inc.

Vina Enterprises, Inc.
December 20, 1993
Page 2

To the extent any Notice to Quit is deemed required, Landlord intends this notice to operate automatically as a Notice to Quit and demand for immediate possession on failure to cure the defaults described above within the time specified.

Very truly yours,

CAPITAL COMMERCIAL PROPERTIES, INC.


By: Norman Ebenstein
Chairman of the Board

cc: Darragh J. Davis, Esquire
George H. Ragland, Jr., Esquire
Donald Bloch, Esquire
Mr. Douglas Ebenstein

Lease 20,020 sq. ft. lease
 Payments Due 1st day of each month
 Late Charge : \$350.00

| Rent Due Date | Check Date | Late Charge Amount |
|---------------------|--------------------------------|--------------------|
| June 1992 | June 12 1992 | 350.00 |
| July 1992 | July 11, 1992 | 350.00 |
| August 1992 | August 12, 1992 | 350.00 |
| September 1992 | September 11, 1992 | 350.00 |
| October 1992 | October 13, 1992 | 350.00 |
| November 1992 | November 13, 1992 | 350.00 |
| December 1992 | ? | |
| January 1993 | January 12, 1993 | 350.00 |
| February 1993 | February 11, 1993 | 350.00 |
| March 1993 | March 11, 1993 | 350.00 |
| April 1993 | April 13, 1993 | 350.00 |
| May 1993 | May 12, 1993 | 350.00 |
| June 1993 | June 11, 1993 | 350.00 |
| July 1993 | July 2, 1993 | 350.00 |
| August 1993 | August 2, 1993 | 350.00 |
| September 1993 | September 1, 1993 | 350.00 |
| October 1993 | | |
| November 1993 | Postmarked November 2, 1993 | 350.00 |
| December 1993 | | |
| Total late payments | | 5,600.00 |
| | | |
| | | |

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO
MARY ELLEN SLUGG

FAX NUMBER:
(703) 237-1256

December 22, 1993

VIA FEDERAL EXPRESS

Capital Commercial Properties, Inc.
7188 Queensferry Circle
Boca Raton, Florida 33496
Attention: Norman Ebenstein
Chairman of the Board

RE: 6763-6765A Wilson Boulevard
22,020 square feet
Claimed Late Fees - \$5,600.00

Dear Mr. Ebenstein:

As you know, I have continuously represented Mr. and Mrs. Nguyen in connection with the three (3) leases in the Nguyen name and the Vina Enterprise lease.

Pursuant to your notice, find enclosed herewith a check in the amount specified above. This is paid under protest, which we ask you to review, and if after consultation with your counsel you determine that we are entitled to a refund of these late charges, we ask that you promptly make same.

Sometime in 1990 or 1991, you published a notice to all tenants advising them that you would not impose any late fee for the first ten (10) days of the month. In reliance upon this published notification of your waiver, all late fees imposed prior to the tenth (10th) of the month should not have been imposed, and we ask that you promptly refund those.

Sometime prior to June of 1992, you engaged the services of a Mr. Davenport. Mr. Nguyen and Mr. Davenport reviewed documentation and a settlement was arranged in connection with any claimed arrearage. As a result of that engagement, Mr. Nguyen reports that your representative, after consultation with your office, directed Mr. Nguyen to make all future payments by certified check no later than the fifteenth (15th) and that no late fee would be charged. Inasmuch as the lease does not provide for payment by certified or



cashier's check, and in compliance with this settlement agreement, Mr. Nguyen made all payments in reliance upon those instructions. All payments received prior to the fifteenth (15th) which were cashier funds, should not have any late fee charged in view of the settlement arrived at. Verification of this arrangement should not be difficult to prove.

In May of 1993, Mr. Ebenstein asked Mr. Nguyen to resume making payments by regular check. He did not advise Mr. Nguyen that the grace period from the prior publication had been canceled.

It therefore appears that all but possibly the June, 1993 payment were in accordance with the landlord's published directives or in accordance with settlement arrangements made for payment other than by regular check. If after review, you believe that you have erroneously charged these, please make the appropriate refund. If you do not, we will determine what further action to take.

Sincerely yours,

GEORGE H. RAGLAND, JR.

GHR/ss

Enclosure: Check

cc: Nhat Nguyen and Gioan Nguyen
Darragh J. Davis, Esquire

VINA ENTERPRISES, INC.

P.O. BOX 2107
FALLS CHURCH, VA 22042

| DATE | INVOICE | AMOUNT |
|---------------------|---------|--------|
| 220207 | Clawd | |
| late fees paid | | |
| under contract | | |
| See separate letter | | |

3134

68-25/510

PAY
AMOUNT
OF

FIFTY SIX HUNDRED

DOLLARS

TIME
WK'D

DATE

TO THE ORDER OF

GROSS

CHECK AMOUNT

12/23/92

CAPITAL COMM. PROP INC

5,600

DESCRIPTION

DISC.

\$ 5,600.00

CENTRAL FIDELITY BANK
RICHMOND, VA 23261-7602

⑈00003134⑈ ⑆051000253⑆ 7911322816⑈

DELUXE

327

Capital Commercial Properties Inc.

NORMAN EBENSTEIN-CHAIRMAN OF THE BOARD
DOUGLAS S. EBENSTEIN-PRESIDENT
DAPHNE L. SHAW-SECRETARY

ONE CORPORATE CENTER
NINETEENTH FLOOR
HARTFORD, CONNECTICUT 06103-3220
(203) 525-0866
PLEASE REPLY TO:
P. O. BOX 31335
HARTFORD, CT 06103

NOTICE TO ALL TENANTS

- 1) In accordance with your lease, you are to immediately provide us with a Certificate of Insurance naming Capital Commercial Properties, Inc. as an additional insured in the amounts set forth in your lease.
- 2) Your rent is due on the FIRST of each and every month. In accordance with your lease, a late fee will be charged for any rent received after that date; said fee will be expected before the first day of the following month. I will allow a ten (10) day grace period before enforcing this fee but ABSOLUTELY NO LATER THAN TEN DAYS.
- 3) Capital Commercial Properties, Inc. will no longer tolerate checks returned by the bank marked insufficient funds. If you bounce one check, you may never send another personal check in payment of rent and/or bills. All future checks must be certified checks.
- 4) All tenants are responsible for keeping their common area clean and presentable. We have been paying phenomenal bills for common area maintenance at Plaza Seven and much of this expense could be curbed with a little initiative from each of you. Also, there has been excessive dumping in the parking lot of items such as shingles, boxes, even water heaters, etc. that do not belong to any of you. It is in your best interest to keep an eye out for possible "dumpers" and try to get their names on their vehicles or license numbers and report this information to us, otherwise this expense for clean-up becomes your expense as well.
- 5) Please send us the name and telephone number of a contact person for your store - one that can be reached 24 hours a day with any problems we may encounter.
- 6) For our records, please send us the exact name on your store front as soon as possible. For example: although your lease may be under the name of John Jones, your store may be called John's Peking Duck.

Thank you for your courtesy and cooperation with regard to the above matters.

329

SENDER'S COPY
DROP OFF YOUR PACKAGE AND SAVE

USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIR WAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS.
QUESTIONS? CALL 800-238-5355 TOLL FREE.

AIRBILL
PACKAGE
TRACKING NUMBER

0903069182

3237N

0903069182

SENDER'S COPY

| | | | |
|---|-------------|---|------------------|
| SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER 1177-9982-4 | | Date 12/22/93 | |
| From (Your Name) Please Print George H. Ragland, Jr. | | Your Phone Number (Very Important) 703-241-8573 | |
| Company GEORGE RAGLAND ATT'Y AT LAW | | Company Capital Commercial Properties, Inc. | |
| Street Address 609 PARK AVE | | Exact Street Address (We Cannot Deliver to P.O. Boxes or R.O. Zip Codes) 7188 Queensferry Circle | |
| City FALLS CHURCH | State VA | City Boca Raton | State Florida |
| ZIP Required 22046 | | ZIP Required 33496 | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on invoice.) | | | |
| PAYMENT 1 <input checked="" type="checkbox"/> Bill Sender 2 <input type="checkbox"/> Bill Recipient's FedEx Acct. No. 3 <input type="checkbox"/> Bill 3rd Party FedEx Acct. No. 4 <input type="checkbox"/> Bill Credit Card | | IF HOLD AT FEDEX LOCATION, Print FEDEX Address Here | |
| 5 <input type="checkbox"/> Cash/Check Acct./Credit Card No. Exp. Date | | Street Address | |
| | | City State ZIP Required | |
| SERVICES (Check only one box) Priority Overnight (Delivery by next business morning) 11 <input type="checkbox"/> OTHER PACKAGING 16 <input checked="" type="checkbox"/> FEDEX LETTER 12 <input type="checkbox"/> FEDEX PAK 13 <input type="checkbox"/> FEDEX BOX 14 <input type="checkbox"/> FEDEX TUBE Economy Two-Day (Delivery by second business day) 30 <input type="checkbox"/> ECONOMY Freight Service (For packages over 150 lbs.) 70 <input type="checkbox"/> OVERNIGHT FREIGHT 80 <input type="checkbox"/> TWO-DAY FREIGHT | | DELIVERY AND SPECIAL HANDLING (Check services required) Weekday Service 1 <input type="checkbox"/> HOLD AT FEDEX LOCATION WEEKDAY 2 <input type="checkbox"/> DELIVER WEEKDAY Saturday Service 31 <input type="checkbox"/> HOLD AT FEDEX LOCATION SATURDAY 3 <input type="checkbox"/> DELIVER SATURDAY 9 <input type="checkbox"/> SATURDAY PICK-UP Special Handling 4 <input type="checkbox"/> DANGEROUS GOODS (Extra charge) 6 <input type="checkbox"/> DRY ICE 12 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) DIM SHIPMENT (Chargeable Weight) L x W x H 10 Regular Size 3 Drop Box 4 BSC 5 Station | |
| Standard Overnight (Delivery by next business afternoon) 51 <input type="checkbox"/> OTHER PACKAGING 56 <input type="checkbox"/> FEDEX LETTER 52 <input type="checkbox"/> FEDEX PAK 53 <input type="checkbox"/> FEDEX BOX 54 <input type="checkbox"/> FEDEX TUBE Government Overnight (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY Use of this airbill constitutes your agreement to the service conditions in our current Service Guide, available upon request. See back of sender's copy of this airbill for information. Service conditions may vary for Government Overnight Service. See U.S. Government Service Guide for details. We will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your actual loss for a timely claim. Limitations found in the current Federal Express Service Guide apply. Your right to recover from Federal Express for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the declared value specified to the left. Recovery cannot exceed actual documented loss. The maximum Declared Value for FedEx Letter and FedEx Pak packages is \$500. In the event of untimely delivery, Federal Express will at your request and with some limitations refund all transportation charges paid. See Service Guide for further information. Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom. Release Signature: | |
| Federal Express Use Base Charges Declared Value Charge Other 1 Other 2 Total Charges | | REVISION DATE 12/92 PART #137204 NCREC 7/93 FORMAT #158 158 1993 © FEDEX PRINTED IN U.S.A. | |

Darragh J. Davis
703/847-5850
703/847-5805

December 28, 1993

VIA TELECOPY

George H. Ragland, Jr.
Ragland & Kawamoto, P.C.
609 Park Avenue
Falls Church, VA 22046-3273

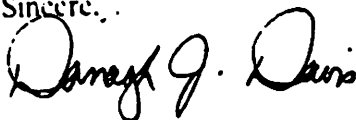
Re: Capital Commercial Properties, Inc. v. Nhat Nguyen and Gioan Nguyen:
3,500 sq. ft. commercial property at 6769 Wilson Boulevard
1,600 sq. ft. commercial property at 6773 Wilson Boulevard
10,000 sq. ft. commercial property at 6755 Wilson Boulevard

Dear Mr. Ragland:

I have received copies of your responses to the notices of default issued by Capital Commercial Properties. Please be advised that those who have information relating to your response are currently out of the country and are not expected back before mid to late January, so any response will occur after their return.

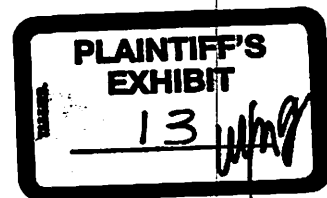
Thank you for your attention to this matter.

Sincerely,



Darragh J. Davis

cc: Mr. Norman Ebenstein



LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO
MARY ELLEN SLUGG

FAX NUMBER:
(703) 237-1256

March 23, 1994

VIA COURIER:

Darragh J. Davis, Esquire
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N.W.
7th Floor
Washington, D.C. 20036-5339

Re: Capital Commercial Properties, Inc.
adv.
Vina Enterprises, Inc.

Dear Ms. Davis:

You returned the late fee payment paid under protest by Vina Enterprises, but you failed to advise us whether any amounts were due or claimed as late fees for Vina Enterprises. Obviously, we do not know what to make of your return of the funds with no request for payment. Are all late fees waived, or what is your client's position?

Please advise.

Sincerely yours,

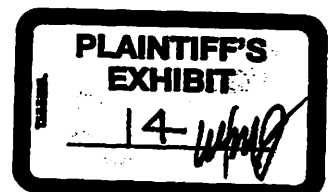

GEORGE H. RAGLAND, JR.

GHR/ss

Enclosures

cc: Norman Ebenstein, Chairman of the Board
Capital Commercial Properties

Gioan Nguyen



||| Arent Fox
FACSIMILE TRANSMITTAL COVER SHEET

FROM:

Darragh J. Davis

Tel: 202/857-6293

Fax: 202/857-6395

Date: March 23, 1994

No. of Pages; 2

(including Cover sheet)

PLEASE DELIVER TO:

Name

Fax No.

Verify No.

George H. Ragland, Esq.

703/237-1256

703/241-5573

Attorney Number: 249

Client Number: 01810-000

Hard Copy:

X Yes

 No

Comments:

THIS FACSIMILE CONTAINS PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S) NAMED ABOVE. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

Please Call As Soon As Possible If Transmission Is Not Complete: 202/857-6119

Arent Fox Kintner Plotkin & Kahn

1050 Connecticut Avenue, NW · Washington, D.C. 20036-5339

Darragh J. Davis
Tel: 202/857-6293
Fax: 202/857-6395

March 23, 1994

VIA TELECOPY

George H. Ragland, Jr.
Ragland & Kawamoto, P.C.
609 Park Avenue
Falls Church, VA 22046-3273

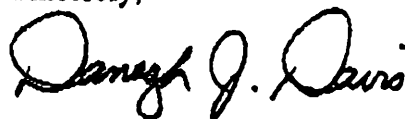
Re: 20,020 sq. ft. Lease to Vina Enterprises by Capital Commercial
Properties, Inc.

Dear George:

In response to your letter of March 23 and your inquiry made by telephone today regarding any amounts owed for late charges on the Vina lease, we have examined copies of the rent checks received and determined that late charges in the amount of \$4,200.00 are due based upon those checks dated and received after the 10th of the month.

Thank you for your attention to this matter.

Sincerely,



Darragh J. Davis

cc: Mr. Norman Ebenstein

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO

MARY ELLEN SLUGG

FAX NUMBER:
(703) 237-1256

March 24, 1994

VIA CERTIFIED MAIL
RETURN-RECEIPT REQUESTED

Darragh J. Davis, Esquire
Arent, Fox, Kintner, Plotkin & Kahn
1050 Connecticut Avenue, N.W.
7th Floor
Washington, D.C. 20036-5339

Re: 20,00 sq. ft. Lease to Vina Enterprises
by Capital Commercial Properties, Inc.

Dear Ms. Davis:

In response to your letter of March 23, 1994, enclosed herewith and paid under protest please find the check you demanded. All the things that we stated in our prior letter to you, involving the Nguyen Lease, are applicable here. That is that we do not feel that this amount is due and owing and same will be pursued in a separate action as you know.

Sincerely yours,



GEORGE H. RAGLAND, JR.

GHR/ss

Enclosures

cc: Mr. Gioan Nguyen w/copy of Davis' letter and check

VINA ENTERPRISES

P.O. BOX 2107
FALLS CHURCH, VA 22042

| DATE | INVOICE | AMOUNT |
|---------|------------|-----------|
| 3/24/14 | 6763-6765A | 20,000.00 |
| | | |
| | | |
| | | |

3209

68-25-510

PAY
AMOUNT
OF

Four Thousand Two Hundred + 100/100

DOLLARS

| TIME WK'D | DATE | TO THE ORDER OF | GROSS | DESCRIPTION | DISC. |
|--------------|---------|--------------------------|-------|-------------|-------|
| | 3/24/14 | CAPITAL CEMAL PROPERTIES | | | |

CHECK AMOUNT

\$ 4,200.00

133011

CENTRAL FIDELITY NATIONAL BANK
ARLINGTON, VIRGINIA 22201

⑈00003209⑈ ⑆051000253⑆ 7911322816⑈

335

P 035 240 518



Receipt for Certified Mail

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

| | |
|---|-------------------------------------|
| Sent to | (Arent, Fox, Kintner) |
| Street and No. | Darragh J. Davis Esquire |
| S.O. State and ZIP Code | 1050 Connecticut Ave N.W. 7th Floor |
| Postage | Washington, D.C. 20036-5339 |
| | \$.29 |
| Certified Fee | 1.00 |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | 1.00 |
| Return Receipt Showing to Whom, Date, and Addressee's Address | |
| TOTAL Postage & Fees | \$ 2.29 |
| Postmark or Date | 3/24/94 |

PS Form 3800, June 1991

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:
Darragh J. Davis Esquire
Arent, Fox, Kintner, Plotkin, Kahn
1050 Connecticut Avenue, N.W.
7th Floor
Washington, DC 20036-5339

4a. Article Number
P 035 240 518

4b. Service Type
☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☒ Return Receipt for Merchandise

7. Date of Delivery

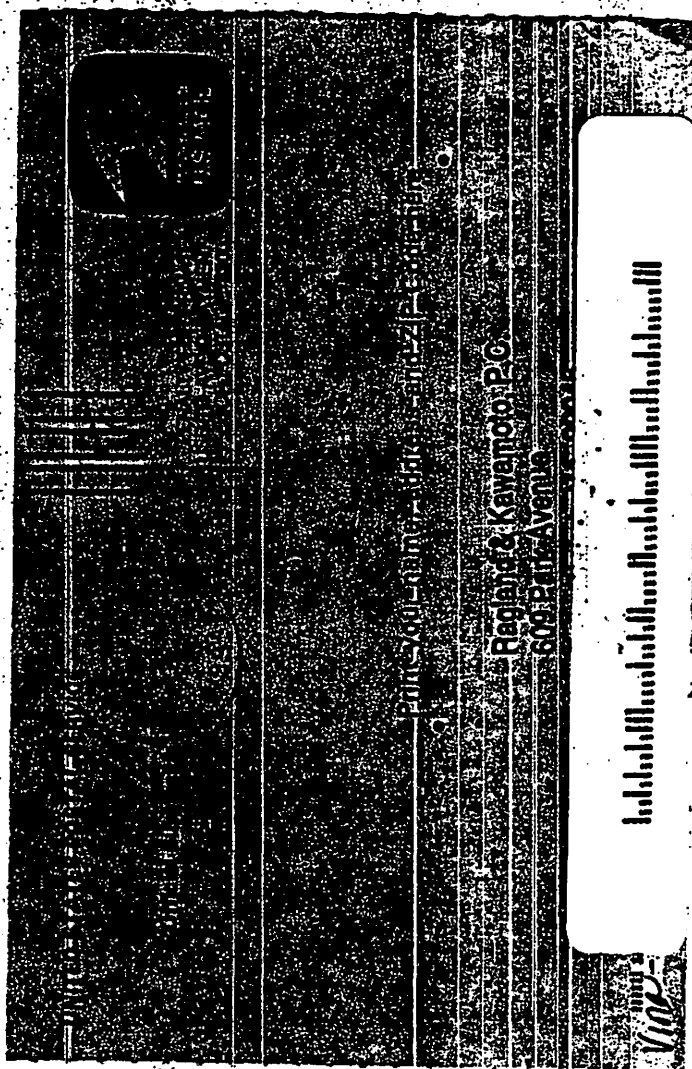
5. Signature (Addressee)

8. Addressee's Address (Only if requested and fee is paid)

6. Signature (Agent)
[Signature]

Thank you for using Return Receipt Service.

PS Form 3800, December 1991 U.S.G.P.O. 1992-307-530 DOMESTIC RETURN RECEIPT



VINA ENTERPRISE INC.

dba EDEN Shopping Center

P. O. Box 2107 Falls Church, VA 22044

January 3, 1994

Capital Commercial Properties, Inc.
7188 Queensferry Circle
Boca Raton, Florida 33496
Attention: Norman Ebenstein
Chairman of the Board

RE: Lease for 22,020 square feet
Lease Date: February 8, 1984
Termination Date: September, 1994

Dear Mr. Ebenstein:

Previously, Vina Enterprise, Inc. had given you notice of its election to exercise the option under Paragraph 34 of its lease. You responded that you did not recognize that election, and claimed that we were in default at that time.

Subsequent to that, you gave us a notice to cure default and alleged two (2) items:

- 1). Unspecified unpaid rent and demanded a cure within seven (7) days;
- 2). You also advised us of a claimed violation of the use clause of our lease in that we had a tenant practicing law.

We at once advised you that we needed to be furnished with any claimed unpaid rent. After several letters, you finally provided us with an itemization and claim. That letter was accompanied with another seven (7) day notice to pay or quit. Within the time frame of that demand, payment was made. That payment was made under protest and a separate letter was sent to you concerning that, and we await your investigation and reply.

Through our attorney you were notified that all claimed defaults had now been remedied within the time permitted under the terms of our lease and were asked to confirm in writing that you

QCP.0000178



recognized our renewal. As you know, this is our election and you have no choice in the matter. You have not advised us in writing of your acknowledgement of an appropriate renewal.

To the extent that a separate notice of our intent to exercise our option under Paragraph 34 of the lease is required, please consider this that notice. As of this date, there are no defaults in existence which you have notified us of and we therefore deem that our election has been validly exercised. Our attorney had previously advised you that we would file for declaratory relief if you would not acknowledge to us in writing that our lease was validly renewed and deemed by you to be timely. We cannot subject ourselves to claims in the future that we are holdover tenant or to actions to evict us based on improper renewal.

We hope that you will not make it necessary for us to file for such declaratory action, but we will not hesitate to do so in view of your past actions.

Sincerely yours,

VINA ENTERPRISES, INC.

By: 
Gioan Nguyen, President

GN

P 035 240 539



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

PS Form 3800, June 1991

| | |
|---|---------------|
| Sent to <i>Capital Commercial Prop Inc.</i> | |
| Street and No. <i>788 Queensberry Circle</i> | |
| P.O., State and Zip Code <i>Boca Raton FL 33496</i> | |
| Postage | <i>\$.29</i> |
| Certified Fee | <i>1.00</i> |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | <i>1.00</i> |
| Return Receipt Showing to Whom, Date, and Addressee's Address | |
| TOTAL Postage & Fees | <i>\$2.29</i> |
| Postmark or Date <i>10/29/93</i> <i>1/3/94</i> | |

Is your RETURN ADDRESS completed on the reverse side?

SENDER'S

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Capital Commercial Prop
788 Queensberry Circle
Boca Raton FL 33496

4a. Article Number

P-032 240 539

4b. Service Type

- | | |
|--|--|
| <input checked="" type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> COD |
| <input type="checkbox"/> Express Mail | <input checked="" type="checkbox"/> Return Receipt for Merchandise |

7. Date of Delivery

1-6-94

5. Signature (Addressee)

[Signature]

6. Signature (Agent)

[Signature]

8. Addressee's Address (Only if requested and fee is paid)

PS Form 3811, December 1991 ☆ U.S.G.P.O.: 1992-307-530

DOMESTIC RETURN RECEIPT

Thank you for using Return Receipt Service.

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO
MARY ELLEN SLUGG

FAX NUMBER:
(703) 237-1256

January 27, 1994

VIA FACSIMILE AND
FIRST-CLASS MAIL
703-847-5805

Darragh J. Davis, Esquire
Arent, Fox
8000 Towers Crescent Drive
Vienna, Virginia 22182-2733

Re: Lease for 22,020 square feet
Lease Date: February 8, 1984
Termination Date: September, 1994

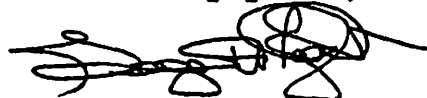
Dear Ms. Davis:

On January 3, 1994 my client wrote correspondence to yours indicating that he believed he had now validly exercised his option to extend the Vina Enterprise Lease, having within the framework of the Lease, complied with any alleged defaults. While he paid the late fees under protest, he paid them within the time permitted, and he removed the offending Tenant in a legally permissible time frame.

I think it is incumbent upon your client to state whether he now recognizes the extension or not and not leave it up in the air.

It does not appear in either of our client's best interest to file a Declaratory Judgment Request on this issue simply to resolve it if our clients are not in disagreement regarding this particular lease. Please advise within seven (7) days of the date of this letter.

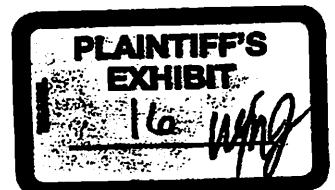
Sincerely yours,



GEORGE H. RAGLAND, JR.

GHR/ss

cc: Gioan Nguyen and Nhat Nguyen



EX 19

FROM AUG-9, 1993 → 6/30/94

DATE
DETAIL
TIME SPAN

10/24/93

Review leases & prepare

3

HRS

10/26/93

Office conf. with G.R.

4

Review legal documents

6

Office conf. with G.R.

1.5

Review legal Dec. & prepare

4

for meeting

Office conf. G.R.

3

prepared for meeting with G.R.

4

Office conf. G.R.

2

prepared for after meeting

4

JAN 10/94
Feb 14/94

Meeting with tenants

2

DRAFTED VARIOUS LETTERS

1

INFO. FOR TENANTS

3

prepared for meeting

4

Office conf. G.R.

3

prepared for office conf.

4

Office conf. with G.R.

2

3/22/94
3/23/94
3/27/94
3/28/94

prepared for office conf.

6

Office conf. G.R.

2

Office conf. G.R.

1.5

prepared for office conf.

3

Office conf.

2

4/17/94
4/18/94
4/19/94
4/18/94
4/19/94
4/19/94
5/23/94
5/24/94
5/18/94
5/19/94

342
prepared for office conf.

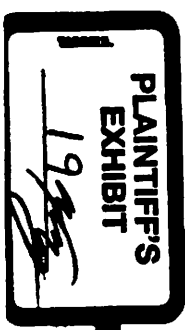
2

prepared for office conf.

4

Office conf. G.R.

2



| | | |
|---------|-----------------------|-------------|
| 6/23/94 | prepped for office of | 4 |
| 6/23/94 | Meeting G.R. | 2.1 |
| 6/22/94 | Phone Conv. with NE | 1.2 |
| TOTAL | | <u>85.2</u> |

Rate @ \$100/Hr.

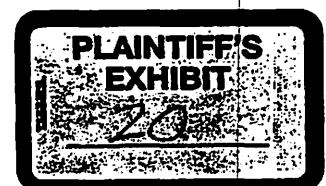
\$8,550

ATTORNEY FEE SUMMARY

| | | |
|--------------------|-------------|-----------|
| 1. September, 1993 | 2.00 hours | \$ 270.00 |
| 2. October, 1993 | 4.33 hours | 724.35 |
| 3. November, 1993 | 5.08 hours | 990.60 |
| 4. December, 1993 | 3.50 hours | 682.50 |
| 5. February, 1994 | 11.75 hours | 2,231.25 |
| 6. March, 1994 | 10.50 hours | 1,017.50 |
| 7. April, 1994 | 15.58 hours | 3,038.10 |
| 8. May, 1994 | 13.75 hours | 2,681.25 |
| 9. June, 1994 | 24.83 hours | 4,567.05 |
| 10. July, 1994 | 51.15 hours | 9,760.05 |

TOTAL HOURS: 142.47 HOURS

TOTAL FEES \$26,962.65



V I R G I N I A:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

VINA ENTERPRISES, INC.,

Plaintiff,

v.

CAPITAL PROPERTIES, INC.,
A/K/A CAPITAL COMMERCIAL
PROPERTIES, INC.,

Defendant.

:
:
:
:
:
:
:
:
:
:

AT LAW NO. 94-192

ATTORNEY'S FEE AFFIDAVIT

COMES NOW, George H. Ragland, Jr., Counsel for Plaintiff, who after being sworn according to law, states as follows:

1. My name is George H. Ragland, Jr., Virginia State Bar Number 6238, of the firm of Ragland and Kawamoto, P.C., who has been retained by the Plaintiff herein, VINA ENTERPRISES, INC., with respect to the above styled litigation.

2. We have entered into a Retainer Agreement with the Plaintiff whereby we have agreed to represent said Plaintiff in its effort to extend its lease agreement with the Defendant and in its Motion for Declaratory Judgment on an hourly basis at the rate of \$195.00 per hour for myself and at the hourly rate of \$135.00 per hour for my associate, Mary Ellen Slugg.

3. As of the date of this Declaratory Judgment hearing, our records indicate that we have expended 142.47 hours total, with the fees charged monthly as follows: September, 1993 \$270.00; October, 1993, \$724.35; November, 1993 \$990.60; December, 1993 \$682.50; February, 1994 \$2,231.25; March, 1994 \$2,017.50; April, 1994

\$3,038.10; May, 1994 \$2,681.25; June, 1994 \$4,567.05; July, 1994 \$9,760.05, for total attorney's fees of \$26,962.65. A true and correct copy of counsel's billing with a statement of services provided is attached hereto and by this reference made a part hereof.

4. That I have been in the practice of law since 1965 and that I have knowledge of fees charged in this area for attorneys of like experience and that said fees charged for the services provided are reasonable under the circumstances.

AND FURTHER YOUR AFFIANT SAYETH NOT.



GEORGE H. RAGLAND, JR.

STATE OF VIRGINIA

CITY OF FALLS CHURCH, to-wit:

Personally appeared before me this 1st day of August, 1994, George H. Ragland, Jr., of the law firm of RAGLAND AND KAWAMOTO, P.C., who states and says that he is attorney for the above-named Plaintiff, and who further states that the foregoing is true and correct to the best of his knowledge and belief.



NOTARY PUBLIC

My Commission Expires: 28 Feb 97

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

July 31, 1994

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Please pay this amount . . . \$9,900.05

Previous balance owed \$4,642.05

--- Legal Fees ---

| | | | | | |
|----------|------|--|---|---------------------|----------|
| 0 | 8/94 | GHR | MISCELLANEOUS REVIEWED LEASE NEGOTIATION INFO WITH CLIENT. UNBILLED IN JUNE. | 1.75 hr \$195/hr | \$341.25 |
| 06/29/94 | GHR | MISCELLANEOUS REVIEWED DISCOVERY WITH CLIENT; DRAFTED ANSWER; OBTAINED DOCUMENTS; ARRANGED TRIP. | 3.00 hr \$195/hr | \$585.00 | |
| 07/02/94 | MES | TELEPHONE CONFERENCE WITH FED EX. | .25 hr \$135/hr | \$33.75 | |
| 07/04/94 | MES | PREPARATION OF ANSWERS TO INTERROGATORIES. | 1.50 hr \$135/hr | \$202.50 | |
| 07/04/94 | MES | MISCELLANEOUS ANSWERS TO PRODUCTION OF DOCUMENTS. | 3.00 hr \$135/hr | \$405.00 | |
| 07/05/94 | MES | PREPARATION OF FINAL RESPONSE TO REQUEST. | .75 hr \$135/hr | \$101.25 | |
| 07/06/94 | GHR | MISCELLANEOUS TRIP TO FLA. CHARGED FULL DAY. | Flat Fee | \$1,560.00 | |

Continued on page 2

July 31, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

| | | | | |
|----------|-----|--|---------------------|----------|
| 07/06/94 | MES | LETTER TO CLERK OF COURT AND RODNEY PAGE. | .75 hr \$135/hr | \$101.25 |
| 07/06/94 | MES | DRAFT MOTION FOR PROTECTIVE ORDER. | 1.00 hr \$135/hr | \$135.00 |
| 07/06/94 | MES | MISCELLANEOUS REVIEW COURT FILE. | .50 hr \$135/hr | \$67.50 |
| 07/06/94 | GHR | TELEPHONE CONFERENCE WITH RECEIVED CALL FROM EARL SHAEFFER RE THAN SON NHUT AIR FREIGHT. | .33 hr \$195/hr | \$64.35 |
| 07/07/94 | MES | MISCELLANEOUS HANDCARRY CERTIFICATE MAILING TO COURTHOUSE. | .75 hr \$135/hr | \$101.25 |
| 07/07/94 | MES | LETTER TO CLERK OF COURT AND DARRAGH DAVIS. | .75 hr \$135/hr | \$101.25 |
| 07/07/94 | MES | TELEPHONE CONFERENCE WITH FEDERAL EXPRESS. | .50 hr \$135/hr | \$67.50 |
| 07/07/94 | MES | MISCELLANEOUS MOTION TO COMPEL DISCOVERY; AND ORDER TO COMPEL. | 1.00 hr \$135/hr | \$135.00 |
| 07/11/94 | GHR | OFFICE CONFERENCE WITH CLIENT TO REVIEW NEGOTIATIONS. | .75 hr \$195/hr | \$146.25 |
| 07/11/94 | GHR | DRAFT DRAFTED COMPREHENSIVE SETTLEMENT OFFER. | 3.00 hr \$195/hr | \$585.00 |
| 07/12/94 | MES | MISCELLANEOUS HANDCARRY PROTECTIVE ORDER FOR FILING. | .75 hr \$135/hr | \$101.25 |
| 07/12/94 | MES | LETTER TO RODNEY PAGE. | .33 hr \$135/hr | \$44.55 |
| 07/15/94 | MES | PREPARATION OF NOTICE OF DEPOSITION. | .50 hr \$135/hr | \$67.50 |
| 07/18/94 | MES | OFFICE CONFERENCE WITH GHR & JOHN NGUYEN. NO FEE. | 1.00 hr No chg | None |

Continued on page 3

July 31, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 3

| | | | | |
|----------|-----|---|---------------------|------------|
| 07/18/94 | GHR | OFFICE CONFERENCE WITH TO REVIEW MATTERS FOR TRIAL. | 1.00 hr \$195/hr | \$195.00 |
| 07/19/94 | MES | LEGAL RESEARCH AUTHENTICATION OF STATE RECORDS. | .50 hr \$135/hr | \$67.50 |
| 07/20/94 | MES | LETTER TO DARRAGH DAVIS. | .33 hr \$135/hr | \$44.55 |
| 07/20/94 | MES | TELEPHONE CONFERENCE WITH FEDERAL EXPRESS. | .33 hr \$135/hr | \$44.55 |
| 07/20/94 | MES | LETTER TO PROFESSIONAL & OCC. | .75 hr \$135/hr | \$101.25 |
| 07/20/94 | MES | OFFICE CONFERENCE WITH GHR & JOHN NGUYEN. NO FEE. | 2.00 hr No chg | None |
| 07/20/94 | GHR | OFFICE CONFERENCE WITH CLIENT TO REVIEW ALL DEPOSITION INFO. | 2.50 hr \$195/hr | \$487.50 |
| 07/21/94 | GHR | MISCELLANEOUS ATTENDED ALL DAY DEPOSITION. | 6.00 hr \$195/hr | \$1,170.00 |
| 07/22/94 | GHR | COURT APPEARANCE ARGUE MOTION TO COMPEL. | 2.00 hr \$195/hr | \$390.00 |
| 07/22/94 | MES | LETTER TO DARRAGH DAVIS; NEW DEP. NOTICE. | .75 hr \$135/hr | \$101.25 |
| 07/22/94 | MES | TELEPHONE CONFERENCE WITH DARRAGH DAVIS. | .25 hr \$135/hr | \$33.75 |
| 07/24/94 | GHR | REVIEW FILE RE: REVIEWED ENTIRE FILE FOR EXHIBITS AND EVIDENCE FOR TRIAL. | 4.00 hr \$195/hr | \$780.00 |
| 07/24/94 | MES | TELEPHONE CONFERENCE WITH DARRAGH DAVIS. | .25 hr \$135/hr | \$33.75 |
| 07/25/94 | GHR | REVIEW FILE RE: PREPARE FOR TIRAL. | 4.00 hr \$195/hr | \$780.00 |

July 31, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

| | | | | |
|------------------------|-----|---|---------------------|------------|
| 7/25/94 | MES | REVIEW FILE RE: PREPARE FOR TRIAL. | 4.00 hr \$135/hr | \$540.00 |
| 7/26/94 | MES | TELEPHONE CONFERENCE WITH 2 CALLS FED EX. | .33 hr \$135/hr | \$44.55 |
| Total legal fees . . . | | | 51.15 hr | \$9,760.05 |

--- Costs Advanced ---

| | | | | |
|----------------------------|--|--|-----------------------|----------|
| 7/11/94 | | Costs advanced FEDERAL EXPRESS. | Flat Chg | \$30.00 |
| 7/15/94 | | Costs advanced COURIER TO ARENT FOX. | Flat Chg | \$20.00 |
| 7/15/94 | | Costs advanced COURIER MOTION FOR COSTS. | Flat Chg | \$10.00 |
| 7/15/94 | | Costs advanced PROFESSIONAL OCC. | \$1.00 ea Flat Chg | \$80.00 |
| Total costs advanced . . . | | | | \$140.00 |

--- Payments Received ---

| | | | | |
|-------------------------------|-----|------------------|--|-------------|
| 7/09/94 | GHR | Received payment | | -\$4,642.05 |
| Total payments received . . . | | | | \$4,642.05 |

--- Summary ---

| | | | |
|-------------------|------------|---------------|-----------------------------------|
| Legal fees | Current | Current | --- Accounts Receivable Aging --- |
| Costs adv | \$9,760.05 | 31-60 Days | \$9,900.05 |
| Interest chgd | \$140.00 | 61-90 Days | None |
| Payments received | None | 91-120 Days | None |
| | \$4,642.05 | Over 120 Days | None |

Continued on page 5

July 31, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 5

| | |
|---------------------------------|-------------|
| Balance from last statement: | \$4,642.05 |
| Current fees and costs: | \$9,900.05 |
| Adjustments and credits: | -\$4,642.05 |
| For professional services . . . | \$9,900.05 |

Attorney Information

| | Billed Hours | Billed Fees |
|-----------------------|--------------|-------------|
| | ----- | ----- |
| MARY ELLEN SLUGG | 22.82 | \$2,675.70 |
| GEORGE H. RAGLAND, JR | 28.33 | \$7,084.35 |

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

June 30, 1994

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Please pay this amount . . . \$4,642.05

Previous balance owed \$2,681.25

--- Legal Fees ---

| | | | | |
|----------|-----|--|---------------------|----------|
| 06/03/94 | GHR | COURT APPEARANCE ARGUE DEMURRER. | 2.50 hr \$195/hr | \$487.50 |
| 06/06/94 | GHR | OFFICE CONFERENCE WITH CLIENT TO DISCUSS CASE; PREPARE ADMISSIONS; DRAFT CLAUSE LETTER TO EBENSTEIN. | 3.00 hr \$195/hr | \$585.00 |
| 06/13/94 | MES | MISCELLANEOUS HAND CARRY CERTIFICATE OF MAILING TO COURTHOUSE. | .75 hr \$135/hr | \$101.25 |
| 06/14/94 | GHR | REVIEW FILE RE: REVIEWED NOTICE TO QUIT. | 1.00 hr \$195/hr | \$195.00 |
| 06/21/94 | GHR | REVIEW FILE RE: REVIEWED TERMINATION LETTER AND ANSWER DRAFT. | 1.75 hr \$195/hr | \$341.25 |
| 06/21/94 | GHR | MISCELLANEOUS REVIEWED FOUR UNLAWFUL DETAINER CASES FOR 6-22-94 AND BRIEF MES. | 1.00 hr \$195/hr | \$195.00 |
| 06/21/94 | GHR | DRAFT FINISHED DRAFTING ADMISSIONS. | 2.00 hr \$195/hr | \$390.00 |

30, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

| | | | | |
|----------|-----|---|---------------------|----------|
| 06/22/94 | GHR | REVIEW FILE RE: FINAL REVIEW OF REQUEST FOR ADMISSIONS AND DRAFT. | 2.00 hr \$195/hr | \$390.00 |
| 06/22/94 | GHR | REVIEW FILE RE: BILL OF PARTICULARS FOR FEDRICH MARK. | .50 hr \$195/hr | \$97.50 |
| 06/22/94 | MES | TELEPHONE CONFERENCE WITH KERIN O'DONNELL RE: UNLAWFUL DETAINERS. | .33 hr \$135/hr | \$44.55 |
| 06/22/94 | MES | COURT APPEARANCE UNLAWFUL DETAINERS. | .75 hr \$135/hr | \$101.25 |
| 06/23/94 | GHR | REVIEW FILE RE: REVIEWED DISCOVERY WITH CLIENT; AND DISCUSSED SETTLEMENT OPTIONS. | 2.00 hr \$195/hr | \$390.00 |
| 06/23/94 | MES | MISCELLANEOUS PREPARE MOTION TO COMPEL; REVIEW ANSWERS TO INTERROGATORIES; HANDCARRY TO COURTHOUSE. | 1.75 hr \$135/hr | \$236.25 |
| 06/27/94 | GHR | DRAFT FINALIZED BILLS OF PARTICULARS. | 1.00 hr \$195/hr | \$195.00 |
| 06/27/94 | GHR | TELEPHONE CONFERENCE WITH PHONE CALLS TO ATTY PAIGE AND XE. | .75 hr \$195/hr | \$146.25 |
| 06/27/94 | GHR | DRAFT DRAFTED DISCOVERY. | 2.75 hr \$195/hr | \$536.25 |
| 06/29/94 | MES | MISCELLANEOUS HAND CARRY MOTION TO COURTHOUSE; REVIEW COURT FILE RE: POSTING BOND. | 1.00 hr \$135/hr | \$135.00 |

Total legal fees . . .

24.83 hr

\$4,567.05

--- Costs Advanced ---

06/06/94

Costs advanced LASER REPORTING - CLERK REPORTERS FEE.

Flat Chg

\$75.00

Total costs advanced . . .

\$75.00

30, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 3

--- Payments Received ---

06/13/94 GHR Received payment -\$2,681.25

Total payments received . . . \$2,681.25

--- Summary ---

| | Current | Current | --- Accounts Receivable Aging --- |
|------------|------------|---------------|-----------------------------------|
| Legal fees | \$4,567.05 | 31-60 Days | \$4,642.05 |
| Costs adv | \$75.00 | 61-90 Days | None |
| Test chgd | None | 91-120 Days | None |
| Received | \$2,681.25 | Over 120 Days | None |

| | |
|---------------------------------|-------------|
| Balance from last statement: | \$2,681.25 |
| Current fees and costs: | \$4,642.05 |
| Adjustments and credits: | -\$2,681.25 |
| For professional services . . . | \$4,642.05 |

Attorney Information

| | Billed Hours | Billed Fees |
|-----------------------|--------------|-------------|
| MARY ELLEN SLUGG | 4.58 | \$618.30 |
| GEORGE H. RAGLAND, JR | 20.25 | \$3,948.75 |

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

RP
6-13-94 # 3239
\$ 2681.25

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

May 31, 1994

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Please pay this amount . . . \$2,681.25

Previous balance owed \$3,534.66

--- Legal Fees ---

| | | | | |
|---------|-----|---|---------------------|----------|
| 5/09/94 | GHR | LEGAL RESEARCH RESEARCHED DEMURRER. | 1.75 hr \$195/hr | \$341.25 |
| 5/09/94 | GHR | LETTER TO RESPONSE TO EACH NOTICE. | .50 hr \$195/hr | \$97.50 |
| 5/09/94 | GHR | OFFICE CONFERENCE WITH REVIEWED ALL MATERIALS; DISCUSSED FUTURE PLANS. | 1.00 hr \$195/hr | \$195.00 |
| 5/09/94 | GHR | DRAFT DRAFTED NOTICE, LETTERS AND MEMORANDUM OBJECTING TO DEMURRER. | 1.75 hr \$195/hr | \$341.25 |
| 5/09/94 | GHR | REVIEW FILE RE: REVIEWED NOTICE OF DEFAULT. | .75 hr \$195/hr | \$146.25 |
| 5/11/94 | GHR | REVIEW FILE RE: REVIEWED 5COURT APPEARANCE NOTICES TO QUIT AND DRAFTED RESPONSE; REVIEWED INSURANCE MATERIAL. | 1.00 hr \$195/hr | \$195.00 |
| 5/16/94 | GHR | REVIEW FILE RE: REVIEWED AND FINAL DRAFTED LEASE VIOLATION NOTICES. | 1.00 hr \$195/hr | \$195.00 |

31, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

| | | | | |
|------------------------|-----|--|---------------------|------------|
| /20/94 | GHR | REVIEW FILE RE: REVIEWED NOTICES; WROTE LETTERS. | .50 hr \$195/hr | \$97.50 |
| /23/94 | GHR | REVIEW FILE RE: REVIEWED NOTICES TO QUIT; CALLED CLIENT. | 1.00 hr \$195/hr | \$195.00 |
| /24/94 | GHR | REVIEW FILE RE: REVIEWED ALL NOTICES AND DOCUMENTS. | 1.00 hr \$195/hr | \$195.00 |
| /24/94 | GHR | DRAFT FINAL DRAFT OF MEMO. | 1.00 hr \$195/hr | \$195.00 |
| /24/94 | GHR | OFFICE CONFERENCE WITH OFFICE CONFERENCE WITH CLIENT. | 1.00 hr \$195/hr | \$195.00 |
| /24/94 | GHR | DRAFT DRAFT RESPONSE TO DAVIS AND EBERSTEIN. | .50 hr \$195/hr | \$97.50 |
| /24/94 | GHR | DRAFT DRAFT 3 UNLAWFUL DETAINERS. | 1.00 hr \$195/hr | \$195.00 |
| Total legal fees . . . | | | 13.75 hr | \$2,681.25 |

--- Payments Received ---

| | | | | |
|-------------------------------|-----|------------------|--|-------------|
| /09/94 | GHR | Received payment | | -\$3,534.66 |
| Total payments received . . . | | | | \$3,534.66 |

--- Summary ---

| | | |
|----------------|---------|------------|
| Legal fees | Current | \$2,681.25 |
| Costs adv | None | |
| Interest chgd | None | |
| Costs received | | \$3,534.66 |

--- Accounts Receivable Aging ---

| | |
|---------------|------------|
| Current | \$2,681.25 |
| 31-60 Days | None |
| 61-90 Days | None |
| 91-120 Days | None |
| Over 120 Days | None |

| | |
|------------------------------|------------|
| Balance from last statement: | \$3,534.66 |
| Current fees and costs: | \$2,681.25 |

31, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 3

| | |
|---------------------------------|--------------|
| Adjustments and credits: | - \$3,534.66 |
| For professional services . . . | \$2,681.25 |

Attorney Information

| | Billed Hours | Billed Fees |
|-----------------------|--------------|-------------|
| | ----- | ----- |
| GEORGE H. RAGLAND, JR | 13.75 | \$2,681.25 |

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

pd
PS-9-99
3534
101
April 30, 1994

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Please pay this amount . . . \$3,534.66

Previous balance owed \$2,489.22

--- Legal Fees ---

| | | | | |
|--------|-----|--|---------------------|----------|
| /29/94 | GHR | REVIEW FILE RE: ALL PAPERS AND PUT IN FINAL FORM; SPOKE WITH MS. DAVIS. NOT BILLED IN MARCH. | 3.00 hr \$195/hr | \$585.00 |
| /05/94 | GHR | REVIEW FILE RE: CORRESPONDENCE; CALLED COURT AND ATTY DAVIS. | .75 hr \$195/hr | \$146.25 |
| /09/94 | GHR | TELEPHONE CONFERENCE WITH CONFERENCE WITH MR. NGUYEN RE LETTER FROM L.L. | .33 hr \$195/hr | \$64.35 |
| /11/94 | GHR | REVIEW FILE RE: DEFAULT NOTICE. | 2.00 hr \$195/hr | \$390.00 |
| /11/94 | GHR | REVIEW FILE RE: RE: MEETING TO NEGOTIATE; REFERENCE DEFENSE BY XUNG AND TRAN. | 2.00 hr \$195/hr | \$390.00 |
| /12/94 | GHR | DRAFT DRAFTED RESPONSES TO NOTICES TO QUIT. | .75 hr \$195/hr | \$146.25 |
| /18/94 | GHR | REVIEW FILE RE: REVIEWED ANSWERS TO INTERROGATORIES AND LETTERS RESPONDING | 2.00 hr \$195/hr | \$390.00 |

April 30, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

TO DEFAULT.

| | | | | |
|------------------------|-----|--|---------------------|------------|
| 4/18/94 | GHR | OFFICE CONFERENCE WITH MET TO DISCUSS NEW NOTICES. | 1.00 hr \$195/hr | \$195.00 |
| 4/19/94 | GHR | OFFICE CONFERENCE WITH REVIEWED CAM AND OTHER LETTER WITH CLIENT. | .75 hr \$195/hr | \$146.25 |
| 4/21/94 | GHR | REVIEW FILE RE: LETTER; RESPONSES TO DEMANDS FOR ADDITIONAL RENT. | 1.50 hr \$195/hr | \$292.50 |
| 4/21/94 | GHR | LETTER TO LETTER TO CLIENT. | .50 hr \$195/hr | \$97.50 |
| 4/21/94 | GHR | DRAFT DRAFTED RESPONSE TO CCP. | 1.00 hr \$195/hr | \$195.00 |
| Total legal fees . . . | | | 15.58 hr | \$3,038.10 |

--- Payments Received ---

| | | | | |
|-------------------------------|-----|------------------|--|-------------|
| 4/15/94 | GHR | Received payment | | -\$2,000.00 |
| Total payments received . . . | | | | \$2,000.00 |

--- Summary ---

| | |
|-------------------|------------|
| Legal fees | Current |
| Costs adv | \$3,038.10 |
| Interest chgd | None |
| Payments received | \$7.34 |
| | \$2,000.00 |

--- Accounts Receivable Aging ---

| | |
|----------------------|------------|
| Current | \$3,045.44 |
| 31-60 Days | \$482.25 |
| 61-90 Days | None |
| 91-120 Days | None |
| Over 120 Days | None |
| Unpaid Interest chgd | \$14.31 |

| | |
|---------------------------------|-------------|
| Balance from last statement: | \$2,489.22 |
| Current fees and costs: | \$3,038.10 |
| Adjustments and credits: | -\$2,000.00 |
| Subtotal . . . | \$3,527.32 |
| Interest chgd (18.00% APR) | \$7.34 |
| For professional services . . . | \$3,534.66 |

11 30, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 3

Attorney Information

| | Billed Hours | Billed Fees |
|-----------------------|--------------|-------------|
| | ----- | ----- |
| GEORGE H. RAGLAND, JR | 15.58 | \$3,038.10 |

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

ps. \$2500.
4-15-94
1285

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

March 31, 1994

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Please pay this amount . . . \$2,489.22

Previous balance owed \$464.75

--- Legal Fees ---

| | | | | |
|--------|-----|--|---------------------|----------|
| 3/94 | GHR | REVIEW FILE RE: REVIEWED REQUEST OF MR. NGUYEN WIYTH HIM; SPOKE WITH MS. DAVIS; DRAFTED PRAECIPE AND LETTER OFFER. | 2.00 hr \$195/hr | \$390.00 |
| /09/94 | GHR | DRAFT DRAFTED LETTERS AND INTERROGATORY. | 2.50 hr \$195/hr | \$487.50 |
| /23/94 | GHR | REVIEW FILE RE: REVIEWED INFO ON LATE FEE; CALLED ATTY DAVIS. | .50 hr \$195/hr | \$97.50 |
| /24/94 | GHR | REVIEW FILE RE: REVIEWED LETTER; DRAFTED RESPONSE. | .75 hr \$195/hr | \$146.25 |
| /28/94 | GHR | OFFICE CONFERENCE WITH REVIEWED WITH CLIENT AND DRAFTED RESPONSE TO DEFAULT NOTICES. | 2.75 hr \$195/hr | \$536.25 |
| /28/94 | GHR | DRAFT DRAFTED NOTICE ON DEMURRER. | 1.50 hr \$195/hr | \$292.50 |

ch 31, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

29/94 MES MISCELLANEOUS HAND CARRY MOTIONDS TO .50 hr \$67.50
ARLINGTON COURTHOUSE. \$135/hr

Total legal fees . . . 10.50 hr \$2,017.50

--- Summary ---

| | Current | Current | Accounts Receivable Aging |
|------------|------------|----------------------|---------------------------|
| al fees | \$2,017.50 | 31-60 Days | \$2,024.47 |
| ts adv | None | 61-90 Days | \$464.75 |
| erest chgd | \$6.97 | 91-120 Days | None |
| s received | None | Over 120 Days | None |
| | | Unpaid Interest chgd | \$6.97 |

--- Productivity ---

| | Current |
|---------------------------------|------------|
| Hours Billed | 10.50 |
| Hrs Nonbillable | None |
| On Hold Hours | None |
| On Hold Balance | None |
| YTD Pmts received | \$6,269.74 |
| Balance from last statement: | \$464.75 |
| Current fees and costs: | \$2,017.50 |
| Subtotal . . . | \$2,482.25 |
| Interest chgd (18.00% APR) | \$6.97 |
| For professional services . . . | \$2,489.22 |

Attorney Information

| | Billed Hours | Billed Fees |
|-----------------------|--------------|-------------|
| MARY ELLEN SLUGG | .50 | \$67.50 |
| GEORGE H. RAGLAND, JR | 10.00 | \$1,950.00 |

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

February 28, 1994

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Please pay this amount . . . \$464.75

--- Legal Fees ---

| | | | | |
|------------------------|-----|--|---------------------|------------|
| 12/22/93 | GHR | OFFICE CONFERENCE WITH REVIEWED NOTICES FROM EBENSTEIN (UNBILLED IN DECEMBER) | 1.50 hr \$195/hr | \$292.50 |
| 12/22/93 | GHR | DRAFT DRAFTED (4) PROTEST LETTERS FOR LATE FEES. (UNBILLED IN DECEMBER) | 1.50 hr \$195/hr | \$292.50 |
| 12/22/93 | GHR | DRAFT DRAFTED RENEWAL OPTION LETTER. (UNBILLED IN DECEMBER) | .50 hr \$195/hr | \$97.50 |
| 12/27/93 | GHR | DRAFT DRAFTED NEW PROVISION OF LEASE. (UNBILLED IN DECEMBER) | 3.00 hr \$195/hr | \$585.00 |
| 01/07/94 | GHR | REVIEW FILE RE: MADE MEMO. | .50 hr \$195/hr | \$97.50 |
| 01/27/94 | GHR | REVIEW FILE RE: REVIEWED FILE; LETTER TO DAVIS. | .75 hr \$195/hr | \$146.25 |
| 02/07/94 | GHR | MISCELLANEOUS REVIEWED DECLARATORY JUDGMENT OPTION AND DRAFTED. | 3.00 hr \$195/hr | \$585.00 |
| 02/17/94 | MES | MISCELLANEOUS HAND CARRY DECLARATORY JUDGMENT MOTION TO COURT. | 1.00 hr \$135/hr | \$135.00 |
| Total legal fees . . . | | | 11.75 hr | \$2,231.25 |

February 28, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

--- Costs Advanced ---

| | | | |
|----------------------------|---|----------|-------------------|
| 01/07/94 | Costs advanced ADVANCE COSTS. | Flat Chg | \$97.50 |
| 02/15/94 | Costs advanced SHERIFF, PRINCE WILLIAM | Flat Chg | \$5.00 |
| 02/16/94 | Costs advanced CLERK OF COURT, FILING FEE | Flat Chg | \$131.00 |
| Total costs advanced . . . | | | ----- \$233.50 |

--- Payments Received ---

| | | |
|-------------------------------|----------------------|---------------------|
| 01/94 | GHR Retainer payment | -\$2,000.00 |
| Total payments received . . . | | ----- \$2,000.00 |

--- Summary ---

| | |
|---------------|------------|
| | Current |
| Legal fees | \$2,231.25 |
| Costs adv | \$233.50 |
| Interest chgd | None |
| Pmts received | \$2,000.00 |

--- Accounts Receivable Aging ---

| | |
|---------------|----------|
| Current | \$464.75 |
| 31-60 Days | None |
| 61-90 Days | None |
| 91-120 Days | None |
| Over 120 Days | None |

--- Retainer ---
Current Period Only

| | |
|-------------------------------|------------|
| Payments (Toward Retainer) | \$2,000.00 |
|-------------------------------|------------|

--- Productivity ---

| | |
|-------------------|------------------|
| Hours Billed | Current 11.75 |
| Hrs Nonbillable | None |
| On Hold Hours | None |
| On Hold Balance | None |
| YTD Pmts received | \$6,269.74 |

| | |
|--------------------------|-------------|
| Current fees and costs: | \$2,464.75 |
| Adjustments and credits: | -\$2,000.00 |

| | |
|---------------------------------|----------|
| For professional services . . . | \$464.75 |
|---------------------------------|----------|

February 28, 1994

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 3

Attorney Information

| | Billed Hours | Billed Fees |
|-----------------------|--------------|-------------|
| | ----- | ----- |
| MARY ELLEN SLUGG | 1.00 | \$135.00 |
| GEORGE H. RAGLAND, JR | 10.75 | \$2,096.25 |

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

RF
1-4-94
#769.74

1882

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

December 31, 1993

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Please pay this amount . . . \$769.74

Previous balance owed \$85.95

--- Legal Fees ---

| | | | | |
|------------------------|-----|--------------------------|---------------------|----------|
| 1/01/93 | GHR | REVIEW FILE RE: EXHIBIT. | .50 hr \$195/hr | \$97.50 |
| 1/01/93 | GHR | COURT APPEARANCE | 3.00 hr \$195/hr | \$585.00 |
| Total legal fees . . . | | | 3.50 hr | \$682.50 |

--- Accounts Receivable Aging ---

| | | |
|------------------------------|----------|----------|
| Current | \$683.79 | |
| 31-60 Days | \$85.95 | |
| 61-90 Days | None | |
| 91-120 Days | None | |
| Over 120 Days | None | |
| Unpaid Interest chgd | \$1.29 | |
| Balance from last statement: | | \$85.95 |
| Current fees and costs: | | \$682.50 |
| Subtotal . . . | | \$768.45 |
| Interest chgd (18.00% APR) | | \$1.29 |

For professional services . . . \$769.74

RF Deposit

2000.00 1-28-94

ember 31, 1993

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

Attorney Information

| | Billed Hours | Billed Fees |
|-----------------------|--------------|-------------|
| | ----- | ----- |
| GEORGE H. RAGLAND, JR | 3.50 | \$682.50 |

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

November 30, 1993

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Please pay this amount . . . \$85.95

Previous balance owed \$554.35

--- Legal Fees ---

| | | | | |
|------------------------|-----|--|---------------------|----------|
| /08/93 | GHR | LETTER TO EBENSTEIN REQUESTING ASSISTANCE. | .33 hr \$195/hr | \$64.35 |
| /12/93 | GHR | REVIEW FILE RE: REVIEWED FAX FROM ATTY DAVIS. | .50 hr \$195/hr | \$97.50 |
| /23/93 | GHR | OFFICE CONFERENCE WITH REVIEWED LEASE; DISCUSSED FUTURE RENEWALS, OPTION PROBLEM. | .75 hr \$195/hr | \$146.25 |
| /29/93 | GHR | OFFICE CONFERENCE WITH REVIEWED EVIDENCE; DISCUSSED ACTIONS; RESEARCH. | 2.00 hr \$195/hr | \$390.00 |
| /29/93 | GHR | MISCELLANEOUS PREPARED FOR HEARING; REVIEWED DOCUMENTS; MADE EXHIBITS; CALLED ATTY HOWARD. | 1.50 hr \$195/hr | \$292.50 |
| Total legal fees . . . | | | 5.08 hr | \$990.60 |

--- Costs Advanced ---

| | | | |
|--------|----------------------------|----------|---------|
| /01/93 | Costs advanced CLERK'S FEE | Flat Chg | \$16.00 |
|--------|----------------------------|----------|---------|

September 30, 1993

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

| | | | |
|---------|---|----------|---------------------|
| 1/03/93 | Costs advanced DANNY'S COURIER - SPECIAL PROCESS NOTICE TO QUIT. | Flat Chg | \$25.00 |
| | Total costs advanced . . . | | ----- \$41.00 |
| | --- Payments Received --- | | |
| 1/01/93 | GHR Retainer payment | | -\$1,500.00 |
| | Total payments received . . . | | ----- \$1,500.00 |
| | --- Accounts Receivable Aging --- | | |
| | Current | \$85.95 | |
| | 31-60 Days | None | |
| | 61-90 Days | None | |
| | 91-120 Days | None | |
| | Over 120 Days | None | |
| | Balance from last statement: | | \$554.35 |
| | Current fees and costs: | | \$1,031.60 |
| | Adjustments and credits: | | -\$1,500.00 |
| | For professional services . . . | | \$85.95 |

Attorney Information

| | Billed Hours | Billed Fees |
|-----------------------|--------------|-------------|
| | ----- | ----- |
| GEORGE H. RAGLAND, JR | 5.08 | \$990.60 |

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

October 31, 1993

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Please pay this amount . . . \$554.35

--- Legal Fees ---

| | | | | |
|------------------------|-----|--|---------------------|----------|
| ✓ 10/12/93 | GHR | DRAFT UNLAWFUL DETAINER. | .75 hr \$195/hr | \$146.25 |
| ✓ 10/12/93 | GHR | DRAFT LETTER TO ROBERT HOWARD. | .50 hr \$195/hr | \$97.50 |
| ✓ 10/22/93 | GHR | REVIEW FILE RE: REVIEWED CASE WITH ASSOCIATE AND SPOKE WITH CLIENT. | .75 hr \$195/hr | \$146.25 |
| ✓ 10/26/93 | GHR | TELEPHONE CONFERENCE WITH SPOKE WITH CLIENT. | .33 hr \$195/hr | \$64.35 |
| ✓ 10/26/93 | MES | OFFICE CONFERENCE WITH CLIENT AND GHR; REVIEW FILE. | 1.00 hr \$135/hr | \$135.00 |
| ✓ 10/27/93 | MES | COURT APPEARANCE UNLAWFUL DETAINER. | 1.00 hr \$135/hr | \$135.00 |
| Total legal fees . . . | | | 4.33 hr | \$724.35 |

October 31, 1993

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

--- Summary ---

Legal fees
Costs adv
Interest chgd
Pmts received

Current
\$724.35
None
None
\$170.00

--- Accounts Receivable Aging ---

Current
31-60 Days
61-90 Days
91-120 Days
Over 120 Days
\$554.35
None
None
None
None

Current fees and costs: \$724.35
Adjustments and credits: -\$170.00
For professional services . . . \$554.35

Attorney Information

| | Billed Hours | Billed Fees |
|-----------------------|--------------|-------------|
| | ----- | ----- |
| MARY ELLEN SLUGG | 2.00 | \$270.00 |
| GEORGE H. RAGLAND, JR | 2.33 | \$454.35 |

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

September 30, 1993

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Credit balance . . . -\$170.00

--- Legal Fees ---

| | | | | |
|------------------------|-----|---|---------------------|----------|
| 5/93 | MES | REVIEW FILE RE: REVIEWED LEASE, ETC; RESEARCH. | .50 hr \$135/hr | \$67.50 |
| 3/26/93 | MES | LEGAL RESEARCH ACCEPTANCE OF RENEWAL. | 1.50 hr \$135/hr | \$202.50 |
| Total legal fees . . . | | | 2.00 hr | \$270.00 |

--- Accounts Receivable Aging ---

| | |
|---------------|-----------|
| Current | -\$170.00 |
| 31-60 Days | None |
| 61-90 Days | None |
| 91-120 Days | None |
| Over 120 Days | None |

| | |
|--------------------------|-----------|
| Current fees and costs: | \$270.00 |
| Adjustments and credits: | -\$440.00 |
| Credit balance . . . | -\$170.00 |

September 30, 1993

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

Attorney Information

| | Billed Hours | Billed Fees |
|------------------|--------------|-------------|
| | ----- | ----- |
| MARY ELLEN SLUGG | 2.00 | \$270.00 |

-1

RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

GIOAN NGUYEN
3712 RIDGELEA DRIVE
FAIRFAX, VA 22031

August 31, 1993

Re: VINA ENTERPRISES VS. CAPITAL COMMERCIAL
Case number: 93-2039RL

Credit balance . . . -\$170.00

--- Legal Fees ---

| | | | | |
|------------------------|-----|---|---------------------|----------|
| 8/25/93 | MES | REVIEW FILE RE: REVIEWED LEASE, ETC; RESEARCH. | .50 hr \$135/hr | \$67.50 |
| 8/26/93 | MES | LEGAL RESEARCH ACCEPTANCE OF RENEWAL. | 1.50 hr \$135/hr | \$202.50 |
| Total legal fees . . . | | | 2.00 hr | \$270.00 |

--- Accounts Receivable Aging ---

| | |
|---------------|-----------|
| Current | -\$170.00 |
| 31-60 Days | None |
| 61-90 Days | None |
| 91-120 Days | None |
| Over 120 Days | None |

| | |
|--------------------------|-----------|
| Current fees and costs: | \$270.00 |
| Adjustments and credits: | -\$440.00 |
| Credit balance . . . | -\$170.00 |

at 31, 1993

GIOAN NGUYEN
VINA ENTERPRISES VS. CAPITAL COMMERCIAL

Page 2

Attorney Information

| | Billed Hours | Billed Fees |
|------------------|--------------|-------------|
| | ----- | ----- |
| MARY ELLEN SLUGG | 2.00 | \$270.00 |

Capital Commercial Properties Inc.

NORMAN EBENSTEIN-CHAIRMAN OF THE BOARD
DOUGLAS S. EBENSTEIN-PRESIDENT
DAPHNE L. SHAW-SECRETARY

ONE CORPORATE CENTER
NINETEENTH FLOOR
HARTFORD, CONNECTICUT 06103-3220
(203) 525-0866
PLEASE REPLY TO
P.O. BOX 31335
HARTFORD, CONNECTICUT 06103-3220

January 26, 1990

John Nguyen
3712 Ridgelea Drive
Fairfax, Virginia 22031

Dear John:

I am in receipt of your check in the amount of \$6,003.28 in payment of the second half of the 1989 Real Estate Taxes for Store #6765. As you know, I do not appreciate receiving your personal checks and if this check is returned to me by the bank, you will be charged a severe penalty.

At this time, I am requesting, one last time, your balance of \$73.00 due on your January rent and the remaining real estate taxes, totaling \$1,924.64. If payment of \$1,997.64 (in the form of a CERTIFIED CHECK) is not received within 72 hours, I will be forced to turn this matter over to my attorney to begin eviction proceedings immediately.

Also, may I remind you that your February rent is due no later than the 10th of the month. Do not ignore my requests for prompt payment.

Thank you for your anticipated cooperation in this matter.

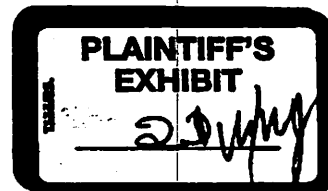
Very truly yours,
CAPITAL COMMERCIAL PROPERTIES, INC.

By Norman Ebenstein
Chairman of the Board

NE/pm

CCP.000000F

A PRIVATELY HELD REAL ESTATE COMPANY FROM COAST TO COAST



VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of JUNE , 1993: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

Rent
CAM
Insurance

\$ 16,832.32 (NOV 01)
985.65
472.73

Total

\$ 18,290.70

If you have any questions, please don't hesitate to give me a

**Central
Fidelity**

68-25
610

0959636

JUNE 93

PAY ONLY **18,290.70**
ONE EIGHT TWO ZERO DOLLARS AND 70 CENTS

IN - 959636 B-BAILEYS # 065 T-SUSANB

***** JUN 11 1993 ***** EIGHTEEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 70 CENTS
\$18,290.70

PAY TO THE ORDER OF CAPITAL COMMERCIAL PROPERTIES

PURCHASER:
VIVA ENTERPRISES, INC.

CASHIER'S CHECK

VOID OVER \$18,290.70

Ray A. Fleming
Authorized Signature

NON-NEGOTIABLE

This Document described hereon will be subject to service charge from the date of
issuance if not presented for payment to this bank within one year from such date.
Central Fidelity Bank, Richmond, Virginia

PLAINTIFF'S
EXHIBIT

22

377



**AIRBILL
PACKAGE
TRACKING NUMBER**

6792694333

6792694333

SENDER'S COPY

| | | | | | |
|---|--|---|--|---|--|
| SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER <div style="border: 1px solid black; width: 100%; height: 30px; margin-top: 5px;"></div> | | DATE <div style="border: 1px solid black; width: 100%; height: 30px; margin-top: 5px; text-align: center;">6/11/93</div> | | SENDER'S COPY | |
| From (Your Name) Please Print G. C. W. V. C. W. C. W. | | Your Phone Number (Very Important) (703) 425-3330 | | To (Recipient's Name) Please Print Mr. VOKMAN E. H. O. S. T. E. | |
| Company VINA ENTER | | Department/Floor No. 2 | | Company CAPITAL COMM. PROP. TR. | |
| Street Address PO BOX 2107 | | State VA | | Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes) 7128 QUEENSTON CR. | |
| City FALLS CHURCH | | ZIP Required 22042 | | City BOCA RATON FL | |
| State VA | | ZIP Required 33416 | | | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on invoice.) CHUCK # 1782 | | | | IF HOLD FOR PICK-UP, Print FEDEX Address Here Street Address City State ZIP Required | |
| PAYMENT <input type="checkbox"/> Bill Sender <input type="checkbox"/> Bill Recipient's FedEx Acct. No. <input type="checkbox"/> Bill 3rd Party FedEx Acct. No. <input type="checkbox"/> Bill Credit Card | | | | | |
| <input checked="" type="checkbox"/> Cash/Check Acct./Credit Card No. | | | | | |
| SERVICES (Check only one box) | | DELIVERY AND SPECIAL HANDLING (Check services required) | | PACKAGES | |
| Priority Overnight (Delivery by next business morning) 11 <input type="checkbox"/> OTHER PACKAGING 16 <input checked="" type="checkbox"/> FEDEX LETTER [®] 12 <input type="checkbox"/> FEDEX PAK [®] 13 <input type="checkbox"/> FEDEX BOX [®] 14 <input type="checkbox"/> FEDEX TUBE [®] | | Standard Overnight (Delivery by next business afternoon, excluding Saturday delivery) 51 <input type="checkbox"/> OTHER PACKAGING 56 <input type="checkbox"/> FEDEX LETTER [®] 52 <input type="checkbox"/> FEDEX PAK [®] 53 <input type="checkbox"/> FEDEX BOX [®] 54 <input type="checkbox"/> FEDEX TUBE [®] | | WEIGHT In Ounces Only Total | |
| Economy Two-Day (Delivery by second business day) 30 <input type="checkbox"/> ECONOMY [™] | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | YOUR DECLARED VALUE (See 49 CFR 382.101) Total | |
| Freight Service (See 49 CFR 382.101) 70 <input type="checkbox"/> OVERNIGHT FREIGHT [™] 60 <input type="checkbox"/> TWO-DAY FREIGHT [™] | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DECLARATION (Chargeable Weight) DIM SHIPMENT (Chargeable Weight) L x W x H | |
| GOVT LETTER (Restricted for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | GOVT | | | |

SENDER'S COPY
DROP OFF YOUR PACKAGE AND SAVE

378

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of *MAY*, 1993: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as designated below:

Rent
CAM
Insurance

\$ 16,832.32 (NOV 01)
985.65
472.73

Total

\$ 18,290.70

If you have any questions, please don't hesitate to give me a

**Central
Fidelity**

68-25
610

0951614

N - 951614 B-TYSONS 082 T-BSTRATTON

PAY TO THE ORDER OF **ONLY** **18,290.70** **NINE** **ONE EIGHT TWO ZERO SEVENTY**

***** MAY 12 1993 ***** EIGHTEEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 70 CENTS
\$18,290.70

AY TO THE ORDER OF CAPITAL COMMERCIAL PROPERTIES

PURCHASER:
VINA ENTERPRISES INC

CASHIER'S CHECK

VOID OVER \$18,290.70

Ray A. Fleming
Authorized Signature

NON-NEGOTIABLE

Document described hereon will be subject to service charge from the date of
issue if not presented for payment to this bank within one year from such date.
Central Fidelity Bank, Richmond, Virginia

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of **APRIL**, 1993: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as designated below:

Rent
CAM
Insurance

\$ 16,832.32 (NOV 01)
985.65
472.73

Total

\$ 18,290.70

~~If you have any questions, please don't hesitate to give me a~~

**Central
Fidelity**

68-25
610

0905589

- 905589 B-FAIRGATE #098 T-ANNE

PAY TO THE ORDER OF **ONLY** **18,290.70**
ONE EIGHTEEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 70 CENTS

APR 13 1993 ■ EIGHTEEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 70 CENTS
\$18,290.70

PAY TO THE ORDER OF CAPITAL COMMERCIAL PROPERTIES

PURCHASER:
VINA ENTERPRISES INC

CASHIER'S CHECK

VOID OVER \$18,290.70

Ray A. Thomas
Authorized Signature

Document described herein will be subject to service charge from the date of
issue if not presented for payment to this bank within one year from such date.
Central Fidelity Bank, Richmond, Virginia

NON-NEGOTIABLE



USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIR WAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS.
QUESTIONS? CALL 800-238-5355 TOLL FREE.

AIRBILL
PACKAGE
TRACKING NUMBER

6715439076

6715439076

SENDER'S COPY

| | | | |
|---|--|--|--|
| SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER | | Date | |
| | | 4-13-93 | |
| From (Your Name) Please Print | | To (Recipient's Name) Please Print | |
| JOHN NGUYEN | | MR. NORMAN E. ECKSTEIN | |
| Company | | Company | |
| VINA PROP. SERV. | | CAPITAL CONNL PROP. | |
| Street Address | | Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes) | |
| PO BOX 2107 | | 7188 QUEENS HERMITAL | |
| City | | City | |
| FALLS CHURCH VA | | BOCA RATON FL | |
| State | | State | |
| ZIP Required | | ZIP Required | |
| 22042 | | 33196 | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on invoice.) | | | |
| CK 1746 | | | |
| IF HOLD FOR PICK-UP, Print FEDEX Address Here | | | |
| Street Address | | | |
| City | | | |
| State | | | |
| ZIP Required | | | |
| PAYMENT 1 <input type="checkbox"/> Bill Sender, 2 <input type="checkbox"/> Bill Recipient's FedEx Acct. No., 3 <input type="checkbox"/> Bill 3rd Party FedEx Acct. No., 4 <input type="checkbox"/> Bill Credit Card | | | |
| 5 <input checked="" type="checkbox"/> Cash/Check, 6 <input type="checkbox"/> Acct./Credit Card No. | | | |
| Exp. Date | | | |
| 1 | | | |
| 4 SERVICES (Check only one box) | | | |
| 1 <input type="checkbox"/> Priority Overnight (Delivery by next business morning) | | | |
| 2 <input type="checkbox"/> Standard Overnight (Delivery by next business afternoon) | | | |
| 3 <input type="checkbox"/> OTHER PACKAGING | | | |
| 4 <input type="checkbox"/> FEDEX LETTER | | | |
| 5 <input type="checkbox"/> FEDEX PAK | | | |
| 6 <input type="checkbox"/> FEDEX BOX | | | |
| 7 <input type="checkbox"/> FEDEX TUBE | | | |
| 8 <input type="checkbox"/> ECONOMY Two-Day (Delivery by second business day) | | | |
| 9 <input type="checkbox"/> GOVT LETTER | | | |
| 10 <input type="checkbox"/> GOVT PACKAGE | | | |
| 11 <input type="checkbox"/> Freight Service (For packages over 150 lbs.) | | | |
| 12 <input type="checkbox"/> OVERNIGHT FREIGHT | | | |
| 13 <input type="checkbox"/> TWO-DAY FREIGHT | | | |
| 14 <input type="checkbox"/> DELIVERY AND SPECIAL HANDLING (Check services required) | | | |
| 15 <input type="checkbox"/> HOLD FOR PICK-UP (Fill in Box 10) | | | |
| 16 <input type="checkbox"/> WEEKDAY or SATURDAY | | | |
| 17 <input type="checkbox"/> DANGEROUS GOODS (Extra charge) | | | |
| 18 <input type="checkbox"/> DRY ICE (Dangerous Goods Shipper's Declaration not required) | | | |
| 19 <input type="checkbox"/> OTHER SPECIAL SERVICE | | | |
| 20 <input type="checkbox"/> SATURDAY PICK-UP (Extra charge) | | | |
| 21 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) (Extra charge) | | | |
| 22 <input type="checkbox"/> REGULAR STOP | | | |
| 23 <input type="checkbox"/> DROP BOX | | | |
| 24 <input type="checkbox"/> ON-CALL STOP | | | |
| 25 <input type="checkbox"/> STATION | | | |
| 26 <input type="checkbox"/> RELEASE SIGNATURE | | | |
| 27 <input type="checkbox"/> SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY | | | |
| 28 <input type="checkbox"/> Federal Express Use | | | |
| 29 <input type="checkbox"/> Base Charges | | | |
| 30 <input type="checkbox"/> Declared Value Charge | | | |
| 31 <input type="checkbox"/> Other 1 | | | |
| 32 <input type="checkbox"/> Other 2 | | | |
| 33 <input type="checkbox"/> Total Charges | | | |
| 34 <input type="checkbox"/> REVISION DATE 6/92 | | | |
| 35 <input type="checkbox"/> PART #137205 GBFE | | | |
| 36 <input type="checkbox"/> FORMAT #136 | | | |
| 37 <input type="checkbox"/> 136 | | | |
| 38 <input type="checkbox"/> © 1991-92 FEDEX | | | |
| 39 <input type="checkbox"/> PRINTED IN U.S.A. | | | |

DROP OFF YOUR PACKAGE AND SAVE

381

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of *APRIL*, 1993: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

| | |
|-----------|-----------------------|
| Rent | \$ 16,832.32 (NOV 01) |
| CAM | 985.65 |
| Insurance | 472.73 |
| Total | <u>\$ 18,290.70</u> |

If you have any questions, please don't hesitate to give me a

**Central
Fidelity**

68-25
510

0905589

- 905589 B-FAIRGATE #098 T-ANNE

PAY TO THE ORDER OF **ONLY** **ONE EIGHT TWO ZERO DOLLARS AND 70 CENTS**

APR 13 1993 ■ EIGHTEEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 70 CENTS
\$18,290.70

PAY TO THE ORDER OF CAPITAL COMMERCIAL PROPERTIES

PURCHASER:
VINA ENTERPRISES INC

CASHIER'S CHECK

VOID OVER \$18,290.70

Ray A. Fleming
Authorized Signature

Document described hereon will be subject to service charge from the date of
issue if not presented for payment to this bank within one year from such date.

Bank, Richmond, Virginia

NON-NEGOTIABLE



USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIR WAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS.
QUESTIONS? CALL 800-238-5355 TOLL FREE.

AIRBILL
PACKAGE
TRACKING NUMBER

6715439076

6715439076

SENDER'S COPY

| | | | |
|--|--|--|--|
| SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER | | Date 11-13-93 | |
| From (Your Name) Please Print JOHN NGUYEN | | To (Recipient's Name) Please Print MR. NORMAN EBENSITZ | |
| Your Phone Number (Very Important) (703) 541-7762 | | Recipient's Phone Number (Very Important) | |
| Company VINA PROPERTIES | | Company CAPITAL CONNELL PROP. | |
| Street Address PO BOX 2107 | | Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes) 7188 QUEENS HERMICK L | |
| City TAILS CHURCH VA | | City BOCA RATON FL | |
| State VA | | State FL | |
| ZIP Required 22042 | | ZIP Required 33196 | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on invoice) CHECK 1746 | | | |
| IF HOLD FOR PICK-UP, Print FEDEX Address Here Street Address City State ZIP Required | | | |
| PAYMENT 1 <input type="checkbox"/> Bill Sender 2 <input type="checkbox"/> Bill Recipient's FedEx Acct. No. 3 <input type="checkbox"/> Bill 3rd Party FedEx Acct. No. 4 <input type="checkbox"/> Bill Credit Card 5 <input checked="" type="checkbox"/> Cash/Check Acct./Credit Card No. Exp. Date | | | |
| SERVICES (Check only one box) 11 <input type="checkbox"/> OTHER PACKAGING 16 <input type="checkbox"/> FEDEX LETTER 12 <input type="checkbox"/> FEDEX PAK 13 <input type="checkbox"/> FEDEX BOX 14 <input type="checkbox"/> FEDEX TUBE Economy Two-Day (Delivery by second business day) 30 <input type="checkbox"/> ECONOMY Freight Service (For packages over 150 lbs.) 70 <input type="checkbox"/> OVERNIGHT FREIGHT 80 <input type="checkbox"/> TWO-DAY FREIGHT | | DELIVERY AND SPECIAL HANDLING (Check services required) HOLD FOR PICK-UP (Fill in Box #) 1 <input type="checkbox"/> WEEKDAY 2 <input type="checkbox"/> SATURDAY DELIVER { 1 <input type="checkbox"/> WEEKDAY 2 <input type="checkbox"/> SATURDAY (Extra charge) 3 <input type="checkbox"/> SATURDAY (Extra charge) 4 <input type="checkbox"/> DANGEROUS GOODS (Extra charge) 5 <input type="checkbox"/> DRY ICE 6 <input type="checkbox"/> DANGEROUS GOODS (Shipper's Declaration not required) 7 <input type="checkbox"/> OTHER SPECIAL SERVICE 8 <input type="checkbox"/> SATURDAY PICK-UP (Extra charge) 9 <input type="checkbox"/> INSPECTION 10 <input type="checkbox"/> HOLIDAY DELIVERY (if observed) (Extra charge) | |
| PACKAGES Total Total Total | | YOUR DECLARED VALUE (See right) Total Total Total | |
| SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY Use of this airbill constitutes your agreement to the service conditions in our current Service Guide, available upon request. See back of sender's copy of this airbill for information. Service conditions may vary for Government Overnight Service. See U.S. Government Service Guide for details. We will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge, and document your actual loss for a timely claim. Limitations found in the current Federal Express Service Guide apply. Your right to recover from Federal Express for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the declared value specified to the left. Recovery cannot exceed actual documented loss. The maximum Declared Value for FedEx Letter and FedEx Pak packages is \$500.00. In the event of untimely delivery, Federal Express will at your request and with some limitations refund all transportation charges paid. See Service Guide for further information. Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom. | | | |
| Federal Express Use Base Charges Declared Value Charge Other 1 Other 2 Total Charges | | REVISION DATE 5/92 PART #137205 G8FE FORMAT #136 136 © 1991-92 FEDEX PRINTED IN U.S.A. | |

DROP OFF YOUR PACKAGE AND SAVE

383

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of **MAR**, 1993: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

Rent
CAM
Insurance

Total

\$ 16,832.32 (NOV 01)
985.65
472.73

\$ 18,290.70

If you have any questions, please don't hesitate to give me a
call at (703) 841-7965.

**Central
Fidelity**

68-25
610

0905526

MAR 93

PAY TO THE ORDER OF **ONLY** **ONE EIGHT TWO ZERO CENTS**

905526 B-FAIRGATE #098 T-ANE

***** MAR 11 1993 ***** EIGHTEEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 70 CENTS
\$18,290.70

PAY TO THE ORDER OF **CAPITAL COMMERCIAL PROPERTIES**

PURCHASER:
VINA ENTERPRISES INC

CASHIER'S CHECK

VOID OVER \$18,290.70

Ray D. Fleming
Authorized Signature

NON-NEGOTIABLE

Not described hereon will be subject to service charge from the date of
presented for payment to this bank within one year from such date.

Central Fidelity Bank, Richmond, Virginia

SENDER'S COPY
DROP OFF YOUR PACKAGE AND SAVE

**FEDERAL
EXPRESS**

USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII
USE THE INTERNATIONAL AIR WAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS
QUESTIONS? CALL 800-238-5355 TOLL FREE.

**AIRBILL
PACKAGE
TRACKING NUMBER**

3257124791

3257124791

SENDER'S COPY

| | | | |
|--|--|--|--|
| Sender's Federal Express Account Number 3257124791 | | Date 5/1/93 | |
| From (Your Name) Please Print JOHN W. WYCH | | To (Recipient's Name) Please Print JOHN W. WYCH | |
| Your Phone Number (Very Important) 714 214 1111 | | Recipient's Phone Number (Very Important) 714 214 1111 | |
| Company JOHN W. WYCH | | Company JOHN W. WYCH | |
| Department/Floor No. 1 | | Department/Floor No. 1 | |
| Street Address 1234567890 | | Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes.) 1234567890 | |
| City NEW YORK State NY ZIP Required 10001 | | City NEW YORK State NY ZIP Required 10001 | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (First 24 characters will appear on invoice.) 123456789012345678901234567890 | | | |
| PAYMENT 1 <input type="checkbox"/> Bill Sender 2 <input type="checkbox"/> Bill Recipient's FedExs Acct No. 3 <input type="checkbox"/> Bill 3rd Party FedExs Acct No. 4 <input type="checkbox"/> Bill Credit Card Acct. No. Req'd. Fill in Account Number below (req'd) Fill in Credit Card No. below (req'd) Exp. Date | | IF HOLD FOR PICK-UP, Print FEDEX Address Here Street Address City State ZIP Required | |
| 5 <input type="checkbox"/> Cash/Check Acct./Credit Card No. | | | |
| 4 SERVICES (Check only one box) Priority Overnight (Delivery by next business morning) 11 <input type="checkbox"/> YOUR PACKAGING 16 <input type="checkbox"/> FEDEX LETTER * 12 <input type="checkbox"/> FEDEX PAK * 13 <input type="checkbox"/> FEDEX BOX 14 <input type="checkbox"/> FEDEX TUBE Economy Two-Day (Delivery by second business day) 30 <input type="checkbox"/> ECONOMY Standard Overnight (Delivery by next business afternoon) 51 <input type="checkbox"/> YOUR PACKAGING 56 <input type="checkbox"/> FEDEX LETTER * 52 <input type="checkbox"/> FEDEX PAK * 53 <input type="checkbox"/> FEDEX BOX 54 <input type="checkbox"/> FEDEX TUBE Government Overnight (Delivery by third business day) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE Freight Service (No Extra Charge on any package over 150 lbs) 70 <input type="checkbox"/> OVERNIGHT FREIGHT ** 80 <input type="checkbox"/> TWO-DAY FREIGHT ** *Declared Value Limit \$100 **Call for delivery schedule | | 5 DELIVERY AND SPECIAL HANDLING (Check services required) 1 <input type="checkbox"/> HOLD FOR PICK-UP (See Box 1) 2 <input checked="" type="checkbox"/> DELIVER WEEKDAY 3 <input type="checkbox"/> DELIVER SATURDAY (Extra charge) (Not available to all locations) 4 <input type="checkbox"/> DANGEROUS GOODS (Extra charge) 5 <input type="checkbox"/> 6 <input type="checkbox"/> DRY ICE (Extra charge) 7 <input type="checkbox"/> OTHER SPECIAL SERVICE 8 <input type="checkbox"/> 9 <input type="checkbox"/> SATURDAY PICK-UP (Extra charge) 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> HOLIDAY DELIVERY (at address) (Extra charge) | |
| 6 PACKAGES WEIGHT in Pounds YOUR DECLARED VALUE (See right) Total Total Total DIM SHIPMENT (Chargeable Weight) 1 x W x H = Received At 1 <input type="checkbox"/> Regular Stop 2 <input type="checkbox"/> Drop Box 3 <input type="checkbox"/> B&E 4 <input type="checkbox"/> B&E 5 <input type="checkbox"/> Station 2 <input type="checkbox"/> On-Call Stop | | SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY Use of this airbill constitutes your agreement to the service conditions in our current Service Guide, available upon request. See back of sender's copy of this airbill for information. Service conditions may vary for Government Overnight Service. See U.S. Government Service Guide for details. We will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your actual loss for a timely claim. Limitations found in the current Federal Express Service Guide apply. Your right to recover from Federal Express for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage, whether direct, incidental, consequential, or special is limited to the greater of \$100 or the declared value specified to the left. Recovery cannot exceed actual documented loss. The maximum Declared Value for FedEx Letter and FedEx Pak packages is \$100.00. In the event of untimely delivery, Federal Express will, at your request and with some limitations, refund all transportation charges paid. See Service Guide for further information. Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom. Release Signature FedEx Emp. No. Date/Time | |
| Federal Express Use Base Charges Declared Value Charge Other 1 Other 2 Total Charges REVISION DATE 4/91 PART 4137205 G8FE FORMAT #002 082 © 1990-91 F.E.C. PRINTED IN U.S.A. | | | |

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of FEB , 1993: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

Rent
CAM
Insurance

\$ 16,832.32 (NOV 01)
985.65
472.73

Total

\$ 18,290.70

If you have any questions, please don't hesitate to give me a

**Central
Fidelity**

68-25
610

0905472

4 - 905472 B-FAIRGATE #098 T-BRIAN

PAY TO THE ORDER OF **ONLY** **ONE EIGHT TWO ZERO DOLLARS AND 70 CENTS**

***** FEB 11 1993 ***** EIGHTEEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 70 CENTS
\$18,290.70

PAY TO THE ORDER OF CAPITAL COMMERCIAL PROPERTIES

PURCHASER:
VINA ENTERPRISES, INC.

CASHIER'S CHECK

VOID OVER \$18,290.70

Ray A. Fleming
Authorized Signature

Document described hereon will be subject to service charge from the date of
if not presented for payment to this bank within one year from such date.
Fidelity Bank, Richmond, Virginia

NON-NEGOTIABLE

387

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of *JAN*, 1993: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

| | |
|-----------|-----------------------|
| Rent | \$ 16,832.32 (NOV 01) |
| CAM | 985.65 |
| Insurance | 472.73 |
| Total | <u>\$ 18,290.70</u> |

**Central
Fidelity**

68-25
510

0823082

➡➡➡ **PAY ONLY** **18,290.70** NINE
ONE EIGHT TWO ZERO ZERO DOLLARS AND SEVENTY CENTS

- 823082 B-FAIRGATE #098 T-ANNE

***** JAN 12 1993 ■ EIGHTEEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 70 CENTS
\$18,290.70

Y TO THE
IDER OF CAPITAL COMMERCIAL PROPERTIES

PURCHASER:
VINA ENTERPRISES

ASHIER'S CHECK

VOID OVER \$18,290.70

Ray A. Fleming
Authorized Signature

NON-NEGOTIABLE

Document described hereon will be subject to service charge from the date of
ce if not presented for payment to this bank within one year from such date.

Fidelity Bank, Richmond, Virginia



USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A. ALASKA AND HAWAII.
USE THE INTERNATIONAL AIR WAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS.
QUESTIONS? CALL 800-238-5355 TOLL FREE.

**AIRBILL
PACKAGE
TRACKING NUMBER**

6572044080

6572044080

SENDER'S COPY

| SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER | | Date 1-12-93 | | SENDER'S COPY | |
|---|--|--|--|--|--|
| 1 nm (Your Name) Please Print C.D. J.V. VUUYEN | | Your Phone Number (Very Important) (743) 547-7112 | | 2 To (Recipient's Name) Please Print Mr. Norman E. Holsen | |
| Company VINI ENTERPRISES INC | | Department/Floor No. 7138 QUINN RD | | Recipient's Phone Number (Very Important) 33496 | |
| Street Address P.O. Box 2107 | | City TULSA OK | | Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes.) 7138 QUINN RD | |
| State OK | | ZIP Required 74112 | | State OK | |
| | | | | ZIP Required 74112 | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on Invoice.) 12961 | | | | IF HOLD FOR PICK-UP, Print FEDEX Address Here Street Address: City: State: ZIP Required: | |
| PAYMENT 1 <input type="checkbox"/> Bill Sender 2 <input type="checkbox"/> Bill Recipient's FedEx Acct. No. 3 <input type="checkbox"/> Bill 3rd Party FedEx Acct. No. 4 <input type="checkbox"/> Bill Credit Card <input checked="" type="checkbox"/> Cash Check A/c/Credit Card No.: Exp. Date: | | | | | |
| 3 SERVICES (Check only one box) | | 5 DELIVERY AND SPECIAL HANDLING (Check services required) | | 6 PACKAGES WEIGHT IN POUNDS ONLY YOUR DECLARED VALUE (\$ per lb) | |
| Priority Overnight (Delivery by next business morning) 11 <input type="checkbox"/> OTHER PACKAGING 16 <input type="checkbox"/> FEDEX LETTER® 12 <input type="checkbox"/> FEDEX PAK® 13 <input type="checkbox"/> FEDEX BOX 14 <input type="checkbox"/> FEDEX TUBE | | Standard Overnight (Delivery by next business afternoon No later than delivery) 51 <input type="checkbox"/> OTHER PACKAGING 56 <input type="checkbox"/> FEDEX LETTER® 52 <input type="checkbox"/> FEDEX PAK® 53 <input type="checkbox"/> FEDEX BOX 54 <input type="checkbox"/> FEDEX TUBE | | Federal Express Value Base Charges Declared Value Charge Other 1 Other 2 Total Charges | |
| Economy Two-Day (Delivery by second business day) 30 <input type="checkbox"/> ECONOMY | | Government Overnight (Approved for authorized users only) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | DIM SHIPMENT (Chargeable Weight) L x W x H 1 Regular Stop 3 Drop Box 4 BSC 5 Station 2 On-Call Stop | |
| Freight Service (For packages over 150 lbs) <input type="checkbox"/> OVERNIGHT FREIGHT 80 <input type="checkbox"/> TWO-DAY FREIGHT® <small>(Additional charges apply)</small> | | 4 DANGEROUS GOODS (Extra charge) 5 DRY ICE (Dangerous Goods Shipper's Declaration not required) 7 OTHER SPECIAL SERVICE 9 SATURDAY PICK-UP (Extra charge) 12 HOLIDAY DELIVERY (if offered) (Extra charge) | | Use of this airbill constitutes your agreement to the service conditions in our current Service Guide, available upon request. See back of sender's copy of this airbill for information. Service conditions may vary for Government Overnight Service. See U.S. Government Service Guide for details. We will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your actual loss for a timely claim. Limitations found in the current Federal Express Service Guide apply. Your right to recover from Federal Express for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the declared value specified on the left. Recovery cannot exceed actual documented loss. The maximum Declared Value for FedEx Letter and FedEx Pak packages is \$500.00. In the event of untimely delivery, Federal Express will at your request and with some limitations refund all transportation charges paid. See Service Guide for further information. | |
| Freight Service (For packages over 150 lbs) <input type="checkbox"/> OVERNIGHT FREIGHT 80 <input type="checkbox"/> TWO-DAY FREIGHT® <small>(Additional charges apply)</small> | | 4 DANGEROUS GOODS (Extra charge) 5 DRY ICE (Dangerous Goods Shipper's Declaration not required) 7 OTHER SPECIAL SERVICE 9 SATURDAY PICK-UP (Extra charge) 12 HOLIDAY DELIVERY (if offered) (Extra charge) | | REVISION DATE 6/92 PART #137205 GBFE FORMAT #135 136 © 1991 S.E.A. PRINTED IN USA | |

POP OFF YOUR PACKAGE AND SAVE

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of *DEC*, 1992: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

| | |
|-----------|--------------------|
| Rent | \$ 15,955.00 |
| CAM | 934.00 |
| Insurance | 472.73 |
| Total | <u>\$17,361.73</u> |

If you have any questions, please don't hesitate to give me a

**Central
Fidelity**

68-25
510

0823013

N - 823013 B-FAIRGATE #098 T-ANNE

PAY TO THE ORDER OF **ONLY** **SEVEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS AND 73 CENTS**

***** DEC 10 1992 ■ SEVENTEEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS AND 73 CENTS
\$17,361.73

PAY TO THE ORDER OF CAPITAL COMMERCIAL PROPERTIES

PURCHASER:
VINA ENTERPRISES INC

CASHIER'S CHECK

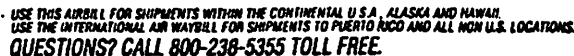
VOID OVER \$17,361.73

Ray A. Fleming
Authorized Signature

NON-NEGOTIABLE

16. Rent described hereon will be subject to service charge from the date of
issuance if not presented for payment to this bank within one year from such date.
Central Fidelity Bank, Richmond, Virginia

390



**AIRBILL
PACKAGE
TRACKING NUMBER**

6572044091

6572044091

SENDER'S COPY
DROP OFF YOUR PACKAGE AND SAVE

SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER

12-10 42

From (Your Name) Please Print

GIOVANNI V. NUOVO (22) 891-1162

Your Phone Number (Very Important)

12-10 42

To (Recipient's Name) Please Print

Mr. E. BOSTEIN

Recipient's Phone Number (Very Important)

Company

VINA PROF. SERV.

Department/Floor No.

Street Address

PO BOX 2107

City

FALLS CHURCH VA

State

VA

ZIP Required

22042

Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes.)

7188 QUEENS BERRY CL

City

BOCA RATON FL

State

FL

ZIP Required

33496

YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on invoice.)

CL 1725

IF HOLD FOR PICK-UP, Print FEDEX Address Here

Street Address

City

State

ZIP Required

PAYMENT

☐ Bill Sender
 ☐ Bill Recipient's FedEx Acct. No.
 ☐ Bill 3rd Party FedEx Acct. No.
 ☐ Bill Credit Card

☒ Cash/Check
 ☐ Acct./Credit Card No.

Exp. Date

1

SERVICES (Check only one box)

Priority Overnight (Delivery by next business morning)

Standard Overnight (Delivery by next business morning or Saturday delivery)

11 ☐ OTHER PACKAGING

51 ☐ OTHER PACKAGING

16 ☒ FEDEX LETTER*

56 ☐ FEDEX LETTER*

12 ☐ FEDEX PAK*

52 ☐ FEDEX PAK*

13 ☐ FEDEX BOX

53 ☐ FEDEX BOX

14 ☐ FEDEX TUBE

54 ☐ FEDEX TUBE

Economy Two-Day (Delivery by second business day)

Government Overnight (Delivery by next business morning or Saturday delivery)

30 ☐ ECONOMY

46 ☐ GOVT LETTER

41 ☐ GOVT PACKAGE

DELIVERY AND SPECIAL HANDLING (Check services required)

HOLD FOR PICK-UP (Fill in Box H)

1 ☐ WEEKDAY

31 ☐ OF SATURDAY

DELIVER

2 ☒ WEEKDAY

3 ☐ SATURDAY (Extra charge not available to all locations)

4 ☐ DANGEROUS GOODS (Extra charge)

5 ☐

6 ☐ DRY ICE (Dangerous Goods Shipper's Declaration not required)

Days & Unit Wts.

X

kg

lb

7 ☐ OTHER SPECIAL SERVICE

9 ☐ SATURDAY PICK-UP (Extra charge)

12 ☐ HOLIDAY DELIVERY (if allowed) (Extra charge)

PACKAGES

WEIGHT in Pounds OZ

YOUR DECLARED VALUE (See right)

Total

Total

Total

DIM SHIPMENT (Chargeable Weight)

L

x

W

x

H

☐ Regular Ship
 ☐ Drop Box
 ☐ On-Call Stop

☐ P.O.C.
 ☐ Station

SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY

Use of this airbill constitutes your agreement to the service conditions in our current Service Guide, available upon request. See back of sender's copy of this airbill for information. Service conditions may vary for Government Overnight Service. See U.S. Government Service Guide for details.

We will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your actual loss for a timely claim. Limitations found in the current Federal Express Service Guide apply. Your right to recover from Federal Express for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the declared value specified to the left. Recovery cannot exceed actual documented loss. The maximum Declared Value for FedEx Letter and FedEx Pak packages is \$500.00.

In the event of untimely delivery, Federal Express will ely your request and with some limitations refund all transportation charges paid. See Service Guide for further information.

Federal Express Use

Base Charges

Declared Value Charge

Other 1

Other 2

Total Charges

REVISION DATE 6/92

PART #137205 GBFE

FORMAT #136

136

© 1991-92 FEDERAL EXPRESS

PRINTED IN U.S.A.

159

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of **NOV**, 1992: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

| | |
|-----------|----------------------|
| Rent | \$ 15,955.00 |
| CAM | 934.00 |
| Insurance | 472.73 |
| Total | <u>\$17,361.73</u> ✓ |

If you have any questions, please don't hesitate to give me a

192
**Central
Fidelity**

68-25
610

0822958

822958 B-FAIRGATE #038 T-AME

PAY TO THE ORDER OF **ONLY** **SEVEN** **SIX** **ONE** **THREE** **SIX** **ONE** **CENTS**

NOV 13 1992 SEVENTEEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS AND 73 CENTS
\$17,361.73

PAY TO THE ORDER OF **CAPITAL COMMERCIAL PROPERTIES**

PURCHASER:
VINA ENTERPRISES INC

CASHIER'S CHECK

VOID OVER \$17,361.73

Ray A. Fleming
Authorized Signature

NON-NEGOTIABLE

ent described hereon will be subject to service charge from the date of
not presented for payment to this bank within one year from such date.
Central Fidelity Bank, Richmond, Virginia

392



USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIRWAY FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS.
QUESTIONS? CALL 800-238-5355 TOLL FREE.

AIRBILL
PACKAGE
TRACKING NUMBER

4822633255

4822633255

SENDER'S COPY

| | | | |
|--|--|--|--|
| SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER | | Date | |
| | | 11-13-72 | |
| From (Your Name) Please Print | | Your Phone Number (Very Important) | |
| JOHN NGUYEN | | (703) 241-7166 | |
| Company | | Department/Floor No. | |
| VINA ENTERPRISES INC | | | |
| Street Address | | To (Recipient's Name) Please Print | |
| PO BOX 2107 | | MC NORRMAN EBENSIEIN | |
| City | | Company | |
| FALLS CHURCH VA | | CAPITAL COMMERCIAL PROPERT | |
| State | | Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes) | |
| ZIP Required | | 7188 QUEENSBERRY LANE | |
| 22042 | | City | |
| | | State | |
| | | ZIP Required | |
| | | 3004 PHOENIX IL | |
| | | 33496 | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on invoice.) | | IF HOLD FOR PICK-UP, Print FedEx Address Here | |
| Pick # 2926 | | Street Address | |
| | | City | |
| | | State | |
| | | ZIP Required | |
| PAYMENT 1 <input type="checkbox"/> Bill Sender 2 <input type="checkbox"/> Bill Recipient's FedEx Acct. No. 3 <input type="checkbox"/> Bill 3rd Party FedEx Acct. No. 4 <input type="checkbox"/> Bill Credit Card | | Exp. Date | |
| 5 <input checked="" type="checkbox"/> Cash Check | | 1 | |
| Acct./Credit Card No. | | | |
| SERVICES (Check only one box) | | DELIVERY AND SPECIAL HANDLING (Check services required) | |
| 1 <input type="checkbox"/> Priority Overnight (Delivery by next business morning) | | 1 <input type="checkbox"/> HOLD FOR PICK-UP (Fill in Box 14) | |
| 2 <input type="checkbox"/> YOUR PACKAGING | | 2 <input type="checkbox"/> DELIVER WEEKDAY | |
| 3 <input type="checkbox"/> FEDEX LETTER | | 3 <input type="checkbox"/> DELIVER SATURDAY (Extra charge) | |
| 4 <input type="checkbox"/> FEDEX PAK | | 4 <input type="checkbox"/> DANGEROUS GOODS (Extra charge) | |
| 5 <input type="checkbox"/> FEDEX BOX | | 5 <input type="checkbox"/> DRY ICE | |
| 6 <input type="checkbox"/> FEDEX TUBE | | 6 <input type="checkbox"/> OTHER SPECIAL SERVICE | |
| 7 <input type="checkbox"/> ECONOMY (Delivery by second business day) | | 7 <input type="checkbox"/> SATURDAY PICK-UP (Extra charge) | |
| 8 <input type="checkbox"/> GOVT LETTER | | 8 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 9 <input type="checkbox"/> GOVT PACKAGE | | 9 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 10 <input type="checkbox"/> OVERNIGHT FREIGHT** (Extra charge) | | 10 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 11 <input type="checkbox"/> TWO-DAY FREIGHT** (Extra charge) | | 11 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 12 <input type="checkbox"/> FREIGHT SERVICE (For packages over 150 lbs.) | | 12 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 13 <input type="checkbox"/> DIM SHIPMENT (Chargeable Weight) | | 13 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 14 <input type="checkbox"/> L x W x H | | 14 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 15 <input type="checkbox"/> Regular Stop | | 15 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 16 <input type="checkbox"/> Drop Box | | 16 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 17 <input type="checkbox"/> S.C. | | 17 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 18 <input type="checkbox"/> On-Call Stop | | 18 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 19 <input type="checkbox"/> Station | | 19 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 20 <input type="checkbox"/> Release Signature | | 20 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 21 <input type="checkbox"/> Release Signature | | 21 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 22 <input type="checkbox"/> Release Signature | | 22 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 23 <input type="checkbox"/> Release Signature | | 23 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 24 <input type="checkbox"/> Release Signature | | 24 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 25 <input type="checkbox"/> Release Signature | | 25 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 26 <input type="checkbox"/> Release Signature | | 26 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 27 <input type="checkbox"/> Release Signature | | 27 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 28 <input type="checkbox"/> Release Signature | | 28 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 29 <input type="checkbox"/> Release Signature | | 29 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 30 <input type="checkbox"/> Release Signature | | 30 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 31 <input type="checkbox"/> Release Signature | | 31 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 32 <input type="checkbox"/> Release Signature | | 32 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 33 <input type="checkbox"/> Release Signature | | 33 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 34 <input type="checkbox"/> Release Signature | | 34 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 35 <input type="checkbox"/> Release Signature | | 35 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 36 <input type="checkbox"/> Release Signature | | 36 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 37 <input type="checkbox"/> Release Signature | | 37 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 38 <input type="checkbox"/> Release Signature | | 38 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 39 <input type="checkbox"/> Release Signature | | 39 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 40 <input type="checkbox"/> Release Signature | | 40 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 41 <input type="checkbox"/> Release Signature | | 41 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 42 <input type="checkbox"/> Release Signature | | 42 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 43 <input type="checkbox"/> Release Signature | | 43 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 44 <input type="checkbox"/> Release Signature | | 44 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 45 <input type="checkbox"/> Release Signature | | 45 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 46 <input type="checkbox"/> Release Signature | | 46 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 47 <input type="checkbox"/> Release Signature | | 47 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 48 <input type="checkbox"/> Release Signature | | 48 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 49 <input type="checkbox"/> Release Signature | | 49 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 50 <input type="checkbox"/> Release Signature | | 50 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 51 <input type="checkbox"/> Release Signature | | 51 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 52 <input type="checkbox"/> Release Signature | | 52 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 53 <input type="checkbox"/> Release Signature | | 53 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 54 <input type="checkbox"/> Release Signature | | 54 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 55 <input type="checkbox"/> Release Signature | | 55 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 56 <input type="checkbox"/> Release Signature | | 56 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 57 <input type="checkbox"/> Release Signature | | 57 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 58 <input type="checkbox"/> Release Signature | | 58 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 59 <input type="checkbox"/> Release Signature | | 59 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 60 <input type="checkbox"/> Release Signature | | 60 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 61 <input type="checkbox"/> Release Signature | | 61 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 62 <input type="checkbox"/> Release Signature | | 62 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 63 <input type="checkbox"/> Release Signature | | 63 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 64 <input type="checkbox"/> Release Signature | | 64 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 65 <input type="checkbox"/> Release Signature | | 65 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 66 <input type="checkbox"/> Release Signature | | 66 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 67 <input type="checkbox"/> Release Signature | | 67 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 68 <input type="checkbox"/> Release Signature | | 68 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 69 <input type="checkbox"/> Release Signature | | 69 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 70 <input type="checkbox"/> Release Signature | | 70 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 71 <input type="checkbox"/> Release Signature | | 71 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 72 <input type="checkbox"/> Release Signature | | 72 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 73 <input type="checkbox"/> Release Signature | | 73 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 74 <input type="checkbox"/> Release Signature | | 74 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 75 <input type="checkbox"/> Release Signature | | 75 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 76 <input type="checkbox"/> Release Signature | | 76 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 77 <input type="checkbox"/> Release Signature | | 77 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 78 <input type="checkbox"/> Release Signature | | 78 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 79 <input type="checkbox"/> Release Signature | | 79 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 80 <input type="checkbox"/> Release Signature | | 80 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 81 <input type="checkbox"/> Release Signature | | 81 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 82 <input type="checkbox"/> Release Signature | | 82 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 83 <input type="checkbox"/> Release Signature | | 83 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 84 <input type="checkbox"/> Release Signature | | 84 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 85 <input type="checkbox"/> Release Signature | | 85 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 86 <input type="checkbox"/> Release Signature | | 86 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 87 <input type="checkbox"/> Release Signature | | 87 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 88 <input type="checkbox"/> Release Signature | | 88 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 89 <input type="checkbox"/> Release Signature | | 89 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 90 <input type="checkbox"/> Release Signature | | 90 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 91 <input type="checkbox"/> Release Signature | | 91 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 92 <input type="checkbox"/> Release Signature | | 92 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 93 <input type="checkbox"/> Release Signature | | 93 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 94 <input type="checkbox"/> Release Signature | | 94 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 95 <input type="checkbox"/> Release Signature | | 95 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 96 <input type="checkbox"/> Release Signature | | 96 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 97 <input type="checkbox"/> Release Signature | | 97 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 98 <input type="checkbox"/> Release Signature | | 98 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 99 <input type="checkbox"/> Release Signature | | 99 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |
| 100 <input type="checkbox"/> Release Signature | | 100 <input type="checkbox"/> HOLIDAY DELIVERY (if offered) | |

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of OCT, 1992: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

| | |
|-----------|--------------------|
| Rent | \$ 15,955.00 |
| CAM | 934.00 |
| Insurance | 472.73 |
| Total | <u>\$17,361.73</u> |

If you have any questions, please don't hesitate to give me a

10/92 RT

**Central
Fidelity**

88-25
510

0710066

PAY TO THE ORDER OF **ONLY** **ONE THIRTY SIX AND 73/100 DOLLARS**

1 - 710066 B-FAIRGATE #098 T-BRIAN

***** OCT 13 1992 ***** SEVENTEEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS AND 73 CENTS
\$17,361.73

PAY TO THE ORDER OF **CAPITAL COMMERCIAL PROPERTIES INC.**

PURCHASER:
VINA ENTERPRISES, INC.

CASHIER'S CHECK

VOID OVER \$17,361.73

Pay to the order of
Authorized Signature

NON-NEGOTIABLE

Any person who is not described herein will be subject to service charge from the date of
presentation not presented for payment to this bank within one year from such date.
Central Fidelity Bank, Richmond, Virginia

394



USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII
USE THE INTERNATIONAL AIR WAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS
QUESTIONS? CALL 800-238-5355 TOLL FREE.

AIRBILL
PACKAGE
TRACKING NUMBER

5691733961

5691733961

SENDER'S COPY

| | | | |
|---|--|---|--|
| 1. SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER | | Date 11-13-92 | |
| From (Your Name) Please Print GIORIN V. NGUYEN | | Your Phone Number (Very Important) | |
| Company VINA PROF SERV | | Department/Floor No. | |
| Street Address PO BOX 2107 | | To (Recipient's Name) Please Print MR. NORMAN EYENSTEIN | |
| City FAIR CHURCH VA | | Company CAPITAL COMM L PROP FC | |
| State VA | | Department/Floor No. | |
| ZIP Required 22042 | | Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes.) 7188 QUEENFERRY CIRCLE | |
| City BOCA RATON FL | | City BOCA RATON FL | |
| State FL | | State FL | |
| ZIP Required 33496 | | ZIP Required 33496 | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on invoice.) PICK 1712 | | | |
| 3. PAYMENT 1 <input type="checkbox"/> Bill Sender 2 <input type="checkbox"/> Bill Recipient's FedEx Acct. No. 3 <input type="checkbox"/> Bill 3rd Party FedEx Acct. No. 4 <input type="checkbox"/> Bill Credit Card | | | |
| 5 <input type="checkbox"/> Check 6 <input type="checkbox"/> A/C Card No. Exp. Date | | | |
| 4. SERVICES (Check only one box) | | | |
| 5. DELIVERY AND SPECIAL HANDLING (Check services required) | | | |
| 6. DIM SHIPMENT (Chargeable Weight) | | | |
| 7. SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY | | | |
| 8. Federal Express Use | | | |
| 9. REVISION DATE 2/92 PART #137205 GBFE FORMAT #126 | | | |
| 10. © 1991-92 FEDEX PRINTED IN U.S.A. | | | |

395

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of **SEPT**, 1992: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

| | | |
|-----------|--------------------|----------------|
| Rent | \$ 15,955.00 | |
| CAM | 934.00 | |
| Insurance | 472.73 | |
| Total | <u>\$17,361.73</u> | + <u>808.*</u> |

**Central
Fidelity**

68-25
510

0709984

V - 709984 B-FAIRGATE #098 T-ANNE

PAY TO THE ORDER OF **ONLY** **SEVENTEEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS AND 73 CENTS**

***** SEP 11 1992 ***** SEVENTEEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS AND 73 CENTS
\$17,361.73

PAY TO THE ORDER OF **CAPITAL COMMERCIAL PROPERTIES**

PURCHASER:
VINA ENTERPRISES INC

CASHIER'S CHECK

VOID OVER \$17,361.73

Ray A. Fleming
Authorized Signature

NON-NEGOTIABLE

Document described hereon will be subject to service charge from the date of
ance if not presented for payment to this bank within one year from such date.
City Bank, Richmond, Virginia

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of AUGUST, 1992: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

| | |
|-----------|----------------------|
| Rent | \$ 15,955.00 |
| CAM | 934.00 |
| Insurance | 472.73 |
| Total | <u>\$17,361.73</u> ✓ |

If you have any questions, please don't hesitate to give me a

**Central
Fidelity**

68-25
510

0709925

RENT PMT

PAY ONLY **17361.73**
ONE SEVEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS AND 73 CENTS

709925 B-FAIRGATE #098 T-BRIAN

***** AUG 12 1992 ***** SEVENTEEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS AND 73 CENTS
\$17,361.73

Y TO THE
DER OF CAPITAL COMMERCIAL PROPERTY INC

PURCHASER:
VINA ENTERPRISES, INC. 8/92

ASHIER'S CHECK

VOID OVER \$17,361.73

Ray A. Fleming
Authorized Signature

Document described hereon will be subject to service charge from the date of
presented for payment to this bank within one year from such date.
y Bank, Richmond, Virginia

NON-NEGOTIABLE

**FEDERAL
EXPRESS**

USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII.
USE THE INTERNATIONAL AIRWAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS.
QUESTIONS? CALL 800-238-5355 TOLL FREE.

**AIRBILL
PACKAGE
TRACKING NUMBER**

3571379335

3571379335

SENDER'S COPY

**SENDER'S COPY
DROP OFF YOUR PACKAGE AND SAVE**

| | | | |
|---|--|--|--|
| SENDER'S FEDERAL EXPRESS ACCOUNT NUMBER | | Date | |
| | | 8-12 | |
| From (Your Name) Please Print | | To (Recipient's Name) Please Print | |
| JOHN NGUYEN | | Mr. NORMAN ENGELSTEIN | |
| Company | | Company | |
| VINA ENTERPRISES INC | | CAPITAL CONL PROPERTY | |
| Street Address | | Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes) | |
| PO BOX 2107 | | 7188 QUEENSBERRY CIRCLE | |
| City | | City | |
| FALLS CHURCH VA | | BOCA RATON FL | |
| State | | State | |
| ZIP Required | | ZIP Required | |
| 22042 | | 33496 | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (optional) (First 24 characters will appear on invoice.) | | | |
| CHECK 2566 | | | |
| IF HOLD FOR PICK-UP, Print FEDEX Address Here | | | |
| Street Address | | | |
| City | | | |
| State | | | |
| ZIP Required | | | |
| PAYMENT <input type="checkbox"/> Bill Sender <input type="checkbox"/> Bill Recipient's FedEx Acct. No. <input type="checkbox"/> Bill 3rd Party FedEx Acct. No. <input type="checkbox"/> Bill Credit Card | | | |
| <input type="checkbox"/> Cash/Check <input type="checkbox"/> Acct / Credit Card No. <input type="checkbox"/> Exp Date | | | |
| 4 SERVICES (Check only one box) | | 5 DELIVERY AND SPECIAL HANDLING (Check services required) | |
| Priority Overnight (Delivery by next business morning) 11 <input type="checkbox"/> YOUR PACKAGING 16 <input checked="" type="checkbox"/> FEDEX LETTER 12 <input type="checkbox"/> FEDEX PAK 13 <input type="checkbox"/> FEDEX BOX 14 <input type="checkbox"/> FEDEX TUBE Economy Two-Day (Delivery by second business day) 30 <input type="checkbox"/> ECONOMY Standard Overnight (Delivery by next business day) 51 <input type="checkbox"/> YOUR PACKAGING 56 <input type="checkbox"/> FEDEX LETTER 52 <input type="checkbox"/> FEDEX PAK 53 <input type="checkbox"/> FEDEX BOX 54 <input type="checkbox"/> FEDEX TUBE Government Overnight (Delivery by next business day) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE | | 1 <input type="checkbox"/> HOLD FOR PICK-UP (if a business day) 2 <input checked="" type="checkbox"/> DELIVER WEEKDAY (Pick available to all locations) 3 <input type="checkbox"/> DELIVER SATURDAY (Extra charge) 4 <input type="checkbox"/> DANGEROUS GOODS (Extra charge) 5 <input type="checkbox"/> 6 <input type="checkbox"/> DRY ICE 7 <input type="checkbox"/> OTHER SPECIAL SERVICE 8 <input type="checkbox"/> 9 <input type="checkbox"/> SATURDAY PICK-UP (Extra charge) 10 <input type="checkbox"/> 11 <input type="checkbox"/> DELIVERY IN 12 <input type="checkbox"/> HOLIDAY DELIVERY (if observed) (Extra charge) | |
| Freight Service (For Extra Large or any package over 150 lbs) 70 <input type="checkbox"/> OVERNIGHT FREIGHT 80 <input type="checkbox"/> TWO-DAY FREIGHT *Declared Value Limit \$100 **Call for delivery schedule | | DIM SHIPMENT (Chargeable Weight) L x W x H 1 <input type="checkbox"/> Regular Stop 3 <input type="checkbox"/> Drop Box 4 <input type="checkbox"/> S-C 5 <input type="checkbox"/> Station 2 <input type="checkbox"/> On-Call Stop | |
| SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY Use of this airbill constitutes your agreement to the service conditions in our current Service Guide, available upon request. See back of sender's copy of this airbill for information. Service conditions may vary for Government Overnight Service. See U.S. Government Service Guide for details. We will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge, and document your actual loss for a timely claim. Limitations found in the current Federal Express Service Guide apply. Your right to recover from Federal Express for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage, whether direct, incidental, consequential or special, is limited to the greater of \$100 or the declared value specified in the left Recovery cannot exceed actual documented loss. The maximum Declared Value for FedEx Letter and FedEx Pak packages is \$100.00. In the event of untimely delivery, Federal Express will at your request and with some limitations, refund all transportation charges paid. See Service Guide for further information. Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom. Release Signature: _____ Date/Time FedEx Emp. No. _____ | | | |
| Federal Express Use Base Charges 13.50 Declared Value Charge Other 1 Other 2 Total Charges 13.50 REVISION DATE 8/91 PART #137204 NCREG 9/91 FORMAT #039 099 © 1990-91 F.E.C. PRINTED IN U.S.A. | | | |

398

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of *July*, 1992: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as
designated below:

| | |
|-----------|----------------------|
| Rent | \$ 15,955.00 |
| CAM | 934.00 |
| Insurance | 472.73 |
| Total | <u>\$17,361.73</u> ✓ |

**Central
Fidelity**

68-25
610

0681248

PAY ONLY **SEVEN** **SIX** **ONE** **THREE** **SIX** **ZERO** **CTSCTS**

1 - 681248 B-MERRIFIELD BR T-RKSHR

***** JUL 11 1992 ***** SEVENTEEN THOUSAND THREE HUNDRED SIXTY DOLLARS AND 73 CENTS
\$17,360.73

AY TO THE CAPITAL COMMERCIAL PRO.
ORDER OF

PURCHASER:
VINA ENTERPRISES

CASHIER'S CHECK

VOID OVER \$17,360.73

Pay to the order of
Authorized Signature

Document described hereon will be subject to service charge from the date of
presented for payment to this bank within one year from such date.
City Bank, Richmond, Virginia

NON-NEGOTIABLE

48 cal

VINA ENTERPRISES INC.
dba EDEN SHOPPING CENTER
P.O. BOX 2107 Falls Church, VA 22042-2107

Capital Commercial Properties, Inc.
c/o Norman Ebenstein
7188 Queensberry Circle
Boca Raton, FL 33496

Re: Rent payment for the month of **JUNE**, 1992: #6763-6755A
(22,020 Sq. Ft.)

Enclosed is this month's rent payment and other charges as designated below:

| | |
|-----------|--------------------|
| Rent | \$ 15,955.00 |
| CAM | 934.00 |
| Insurance | 472.73 |
| Total | <u>\$17,361.73</u> |

If you have any questions, please don't hesitate to give me a
call at (703) 841-7062

**Central
Fidelity**

68-25
510

0638996

JUNE 92



N - 638996 B-FAIRGATE #098 T-AME

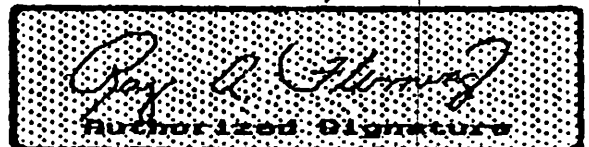
***** JUN 12 1992 ■ SEVENTEEN THOUSAND THREE HUNDRED SIXTY ONE DOLLARS AND 73 CENTS
\$17,361.73

PAY TO THE ORDER OF **CAPITAL COMMERCIAL PROPERTIES IN**

PURCHASER:
VINA ENTERPRISES, INC

CASHIER'S CHECK

VOID OVER \$17,361.73



NON-NEGOTIABLE

ent described hereon will be subject to service charge from the date of
not presented for payment to this bank within one year from such date.
ntal Fidelity Bank, Richmond, Virginia

400

401

**FEDERAL
EXPRESS**

 USE THIS AIRBILL FOR SHIPMENTS WITHIN THE CONTINENTAL U.S.A., ALASKA AND HAWAII
 USE THE INTERNATIONAL AIRWAYBILL FOR SHIPMENTS TO PUERTO RICO AND ALL NON U.S. LOCATIONS
 QUESTIONS? CALL 800-238-5355 TOLL FREE

 AIRBILL
 PACKAGE
 TRACKING NUMBER

3258187973

3258187973

SENDER'S COPY

| | | | | | | | | | |
|---|--|--|--|--|--|---|--|--|--|
| Sender's Federal Express Account Number | | Date | | | | | | | |
| From (Your Name) Please Print | | Your Phone Number (Very Important) | | | | | | | |
| VIVA GUERRA | | 214-200-1000 | | | | | | | |
| Company | | Department/Floor No. | | | | | | | |
| Adm. Services | | 1201 | | | | | | | |
| Street Address | | Exact Street Address (We Cannot Deliver to P.O. Boxes or P.O. Zip Codes) | | | | | | | |
| PO Box 2107 | | 7133 ROCKS ROAD | | | | | | | |
| City | | City | | | | | | | |
| State | | State | | | | | | | |
| ZIP Required | | ZIP Required | | | | | | | |
| 21072 | | 23406 | | | | | | | |
| YOUR INTERNAL BILLING REFERENCE INFORMATION (First 24 characters will appear on invoice.) | | | | | | | | | |
| IF HOLD FOR PICK-UP, Print FEDEX Address Here | | | | | | | | | |
| Street Address | | | | | | | | | |
| City | | | | | | | | | |
| State | | | | | | | | | |
| ZIP Required | | | | | | | | | |
| PAYMENT 1 <input type="checkbox"/> Bill Sender 2 <input type="checkbox"/> Bill Recipient's FedEx Acct No 3 <input type="checkbox"/> Bill 3rd Party FedEx Acct No 4 <input type="checkbox"/> Bill Credit Card 5 <input type="checkbox"/> Cash/Check Acct/Credit Card No Exp Date | | | | | | | | | |
| 4 SERVICES (Check only one box) Priority Overnight (Delivery by next business morning) 11 <input type="checkbox"/> YOUR PACKAGING 18 <input type="checkbox"/> FEDEX LETTER 12 <input type="checkbox"/> FEDEX PAK 13 <input type="checkbox"/> FEDEX BOX 14 <input type="checkbox"/> FEDEX TUBE Economy Two-Day (Delivery by second business day) 30 <input type="checkbox"/> ECONOMY Standard Overnight (Delivery by next business afternoon) 51 <input type="checkbox"/> YOUR PACKAGING 56 <input type="checkbox"/> FEDEX LETTER 52 <input type="checkbox"/> FEDEX PAK 53 <input type="checkbox"/> FEDEX BOX 54 <input type="checkbox"/> FEDEX TUBE Government Overnight (Delivery by second business day) 46 <input type="checkbox"/> GOVT LETTER 41 <input type="checkbox"/> GOVT PACKAGE Freight Service (Use Extra Large or any package over 150 lbs) 70 <input type="checkbox"/> OVERNIGHT FREIGHT 80 <input type="checkbox"/> TWO-DAY FREIGHT | | 5 DELIVERY AND SPECIAL HANDLING (Check services required) 1 <input type="checkbox"/> HOLD FOR PICK-UP (if in box 1) 2 <input type="checkbox"/> DELIVER WEEKDAY 3 <input type="checkbox"/> DELIVER SATURDAY (if no charge) 4 <input type="checkbox"/> DANGEROUS GOODS (extra charge) 5 <input type="checkbox"/> 6 <input type="checkbox"/> DRY ICE 7 <input type="checkbox"/> OTHER SPECIAL SERVICE 8 <input type="checkbox"/> 9 <input type="checkbox"/> SATURDAY PICK-UP (if no charge) 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> HOLIDAY DELIVERY (if allowed) | | 6 PACKAGES WEIGHT DIM SHIPMENT (Chargeable Weight) Total Total Total 1 <input type="checkbox"/> Regular Size 2 <input type="checkbox"/> On-Call Stop 3 <input type="checkbox"/> Drop Box 4 <input type="checkbox"/> BSC 5 <input type="checkbox"/> Station | | SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY Use of this airbill constitutes your agreement to the service conditions in our current Service Guide available upon request. See back of sender's copy of this airbill for information. Service conditions may vary for Government Overnight Service. See U.S. Government Service Guide for details. We will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, delay, non delivery, misdelivery or misinformation, unless you declare a higher value, pay an additional charge and document your actual loss for a timely claim. Limitations found in the current Federal Express Service Guide apply. Your right to recover from Federal Express for any loss, including intrinsic value of the package, loss of sales, income, interest, profit, attorney's fees, costs and other forms of damage, whether direct, incidental, consequential or special, is limited to the greater of \$100 or the declared value specified to the left. Recovery cannot exceed actual documented loss. The maximum Declared Value for FedEx Letter and FedEx Pak packages is \$100.00. In the event of uninsured delivery, Federal Express will at your request and with some limitations, refund all transportation charges paid. See Service Guide for further information. Sender authorizes Federal Express to deliver this shipment without obtaining a delivery signature and shall indemnify and hold harmless Federal Express from any claims resulting therefrom. Release Signature FedEx Emp. No Date/Time | | Federal Express Use Base Charges Declared Value Charge Other 1 Other 2 Total Charges REVISION DATE 4/91 PART #137205 GBFE FORMAT #082 082 © 1990-91 F.E.C. PRINTED IN USA | |

 SENDER'S COPY
 DROP OFF YOUR PACKAGE AND SAVE

Capital Commercial Properties Inc.

NE

NORMAN EBENSTEIN - CHAIRMAN OF THE BOARD
SHIRLEY G. EBENSTEIN - PRESIDENT
DOUGLAS S. EBENSTEIN - VICE PRESIDENT

7188 QUEENFERRY CIRCLE
BOCA RATON, FLORIDA 33496
TELEPHONE & FACSIMILE NUMBER
(407) 483-3579

March 22, 1994

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
REGULAR MAIL

Mr. Gioan Nguyen
3712 Ridgelea Drive
Fairfax, VA 22031

Dear Mr. Nguyen:

Thank you for your letter sending us the certificate of insurance. Please read the paragraph dealing with cancellation at the bottom of your certificate. This cancellation provision does not conform to your lease obligations and all of your leases are currently in default because of the same. If you will be kind enough to check your leases you will notice that each one contains a provision that the certificates that are furnished to us must contain a provision that the policy cannot be cancelled without 30 days prior written notice to us. Please immediately have proper certificates of insurance sent to us as this particular area of default has been in existence for a long time.

Our willingness not to claim a default at this time on this particular point is not to be construed by you either as to any obligation on our part to notify you of your default before declaring the default, or of our waiving of any other default that currently exists.

Very truly yours,
CAPITAL COMMERCIAL PROPERTIES, INC.

By Norman Ebenstein
Chairman of the Board

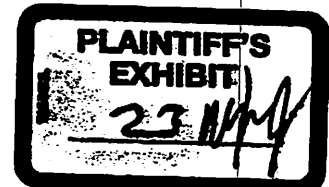
NE/dls

cc: Attorney Darragh J. Davis

402

A PRIVATELY HELD REAL ESTATE COMPANY FROM COAST TO COAST

CCP.0000205



LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO
MARY ELLEN SLUGG

FAX NUMBER:
(703) 237-1256

March 30, 1994

CERTIFIED MAIL
RETURN-RECEIPT REQUESTED
P 035 240 500

Capital Commercial Properties, Inc.
7188 Queensferry Circle
Boca Raton, Florida 33496
Attention: Norman Ebenstein,
Chairman of the Board

Re: Your Letter of March 24 1994
Regarding Insurance Policies
Under the Vina Enterprise Lease

Dear Mr. Ebenstein:

I have been asked to respond to numerous letters which you have written, but in particular, the letter above referred to. For your easier reference, a copy of the letter addressed to Vina Enterprise, Inc. is enclosed herewith and concerns the insurance policies.

Pursuant to your request of March 24, 1994 we enclose herewith the certificate of insurance. Please note that the policy becomes effective on April 1, 1994 and therefore the matter has been remedied well within any reasonable required time. We do not consider this an instance of default since you have accepted all prior certificates without comment. The current matter has been remedied per your request.

Sincerely yours,

George H. Ragland, Jr.
GEORGE H. RAGLAND, JR.

GHR/ss

Enclosure: xeroxed copy of letter dated March 24, 1994 to
Vina Enterprises, Inc. and certificate of insurance

cc: Darragh J. Davis, Esquire



NORMAN EBENSTEIN - CHAIRMAN OF THE BOARD
SHIRLEY G. EBENSTEIN - PRESIDENT
DOUGLAS S. EBENSTEIN - VICE PRESIDENT

7188 QUEENFERRY CIRCLE
BOCA RATON, FLORIDA 33496
TELEPHONE & FACSIMILE NUMBER:
(407) 483-3579

March 24, 1994

VIA FEDERAL EXPRESS TO:

Mr. John Nguyen
President - and -
Vina Enterprises, Inc.
3712 Ridgelea Drive
Fairfax, VA 22031

VIA REGULAR MAIL TO:

Vina Enterprises, Inc.
P.O. Box 2017
Falls Church, VA 22041

VIA FEDERAL EXPRESS TO:

✓ Ms. Nhat Nguyen
3712 Ridgelea Drive
Fairfax, Virginia 22031

Dear Tenant:

Upon reviewing the insurance policies on file, we note that they do not provide for plate glass insurance as required by your lease. The absence of plate glass insurance constitutes a breach of the lease. Therefore, please forward insurance certificates which demonstrate the existence of plate glass coverage for the premises which are the subject of your lease(s) at Plaza Seven Shopping Center immediately. Failure to do so will, of course, constitute a breach of lease.

Very truly yours,
CAPITAL COMMERCIAL PROPERTIES, INC.

By Norman Ebenstein
Chairman of the Board

NE/dls

PRODUCER
First Virginia Ins. Serv. Inc.
Falls Church Branch
402 Arlington Blvd.
Falls Church VA 22042-2398

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

03-241-4444

INSURED

Eden Center
Vina Enterprises, Inc. t/a
Box 2107
Falls Church VA 22042

COMPANY LETTER A Twin City Fire Ins. Co.
COMPANY LETTER B Hartford Casualty Ins. Co.
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

OVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--|---------------|----------------------------------|-----------------------------------|--|
| GENERAL LIABILITY | | | | |
| <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | 42UUCAY7108 | 04/01/94 | 04/01/95 | GENERAL AGGREGATE \$ 2000000 |
| CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. | | | | PRODUCTS-COMP/OP AGG. \$ 2000000 |
| OWNER'S & CONTRACTOR'S PROT. | | | | PERSONAL & ADV. INJURY \$ 1000000 |
| | | | | EACH OCCURRENCE \$ 1000000 |
| | | | | FIRE DAMAGE (Any one fire) \$ 950000 |
| | | | | MED. EXPENSE (Any one person) \$ 10000 |
| AUTOMOBILE LIABILITY | | | | |
| ANY AUTO | | | | COMBINED SINGLE LIMIT \$ |
| ALL OWNED AUTOS | | | | BODILY INJURY (Per person) \$ |
| SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| HIRED AUTOS | | | | PROPERTY DAMAGE \$ |
| NON-OWNED AUTOS | | | | |
| GARAGE LIABILITY | | | | |
| EXCESS LIABILITY | | | | |
| <input checked="" type="checkbox"/> UMBRELLA FORM | 42XHUYX6821 | 04/01/94 | 04/01/95 | EACH OCCURRENCE \$ 1000000 |
| OTHER THAN UMBRELLA FORM | | | | AGGREGATE \$ 1000000 |
| WORKER'S COMPENSATION | | | | STATUTORY LIMITS |
| AND | | | | EACH ACCIDENT \$ |
| EMPLOYERS' LIABILITY | | | | DISEASE— POLICY LIMIT \$ |
| | | | | DISEASE— EACH EMPLOYEE \$ |
| OTHER | | | | |
| Plate Glass | 42 UUC AY7108 | 04/01/94 | 04/01/95 | Repl. Cost |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
e: 6763-65A Wilson Blvd Falls Church, VA

ertificate holder is named as additional insured.
his certificate replaces the former one dated 3/25/94.
late Glass insurance is added to the former policy term effective 3/25/94.

CERTIFICATE HOLDER

Capital Commercial
Properties, Inc.
7188 Queenferry Circle
Boca Raton FL 33496

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

Michael A. Noyes

P 035 240 500



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

| | |
|--|----------------|
| Sent to <i>Norman Eisenberg</i> | |
| <i>Capital Commercial Properties Inc.</i> | |
| Street and No. <i>7188 Queensberry Circle</i> | |
| City, State and ZIP Code <i>Boca Raton, FL 33496</i> | |
| Postage | \$ <i>29</i> |
| Certified Fee | <i>1.00</i> |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | <i>1.00</i> |
| Return Receipt Showing to Whom Date, and Addressee's Address | |
| TOTAL Postage & Fees | \$ <i>2.29</i> |
| Postmark or Date <i>3/30/94</i> | |

PS Form 3800, June 1991

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

| | |
|---|--|
| 3. Article Addressed to: <i>Capital Commercial Properties Inc.</i> | 4a. Article Number <i>P035 240500</i> |
| <i>7188 Queensberry Circle</i> | 4b. Service Type |
| <i>Boca Raton, FL 33496</i> | <input type="checkbox"/> Registered <input type="checkbox"/> Insured |
| <i>Attn: Norman Eisenberg</i> | <input checked="" type="checkbox"/> Certified <input type="checkbox"/> COD |
| <i>Chairman of the Board</i> | <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| 5. Signature (Addressee) <i>[Signature]</i> | 7. Date of Delivery <i>4-2-94</i> |
| 6. Signature (Agent) <i>[Signature]</i> | 8. Addressee's Address (Only if requested and fee is paid) |

Thank you for using Return Receipt Service.

PS Form 3811, December 1991 ☆ U.S.G.P.O.: 1992-307-530

DOMESTIC RETURN RECEIPT

RB1(4/94)



COMMONWEALTH of VIRGINIA

RAY ALLEN, JR.
DIRECTOR

Department of Professional and Occupational Regulation
3600 WEST BROAD STREET, RICHMOND, VIRGINIA 23230-4917

LICENSE TRANSCRIPT

DEPUTY DIRECTORS:
THOMAS A. GELOZIN
ADMINISTRATION AND FINANCE
PEGGY S. McCREERY
REGULATORY PROGRAMS
JAMES L. GUFFEY
INVESTIGATION AND ADJUDICATION

DATE: 07-27-94

BOARD FOR BARBERS

LICENSE #: 1301010192
INDIVIDUAL NAME: HOANG THO VAN
ADDRESS: 6763 WILSON BOULEVARD, APARTMENT #8
CITY, STATE, ZIP CODE: FALLS CHURCH, VIRGINIA 22044
PERIOD COVERED: ALL

12-11-81 ORIGINAL BARBERS LICENSE #1301010192 ISSUED TO HOANG THO VAN.

03-31-95 LICENSE EXPIRES.

I, THE UNDERSIGNED, PURSUANT TO THE PROVISIONS OF SECTIONS 54.1-112 OF THE CODE OF VIRGINIA, AS AMENDED, AND AS CUSTODIAN OF THE RECORDS FOR THE DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION, FOR THE PURPOSE OF CERTIFYING AND AUTHENTICATING AS PROVIDED IN SAID SECTION, DO HEREBY CERTIFY THIS DOCUMENT AS A TRUE COPY OF THE ORIGINAL DOCUMENT IN THE DEPARTMENT.

Handwritten signature of Karen O'Neal in cursive.

Karen O'Neal
Assistant Director
Board for Barbers

I, THE UNDERSIGNED, PURSUANT TO THE PROVISIONS OF SECTIONS 54.1-112 OF THE CODE OF VIRGINIA, AS AMENDED, AND THE PERSON TO WHOM THE CUSTODIAN REPORTS FOR THE PURPOSE OF CERTIFYING AND AUTHENTICATING AS PROVIDED IN SAID SECTION, DO HEREBY CERTIFY THIS DOCUMENT AS A TRUE COPY OF THE ORIGINAL DOCUMENT IN THE DEPARTMENT.

Handwritten signature of Ray Allen, Jr. in cursive.

Ray Allen, Jr.
Director



RB1(4/94)



COMMONWEALTH of VIRGINIA

RAY ALLEN, JR.
DIRECTOR

Department of Professional and Occupational Regulation
3600 WEST BROAD STREET, RICHMOND, VIRGINIA 23230-4917

LICENSE TRANSCRIPT

DEPUTY DIRECTORS:
THOMAS A. GELOZIN
ADMINISTRATION AND FINANCE
PEGGY S. McCREERY
REGULATORY PROGRAMS
JAMES L. GUFFEY
INVESTIGATION AND ADJUDICATION

DATE: 07-27-94

BOARD FOR BARBERS

LICENSE #: 1301011385
INDIVIDUAL NAME: HOANG NAM QUOC
ADDRESS: 6763 WILSON BOULEVARD, APARTMENT #8
CITY, STATE, ZIP CODE: FALLS CHURCH, VIRGINIA 22044
PERIOD COVERED: ALL

06-28-91 ORIGINAL BARBERS LICENSE #1301011385 ISSUED TO HOANG NAM QUOC.

03-31-95 LICENSE EXPIRES.

I, THE UNDERSIGNED, PURSUANT TO THE PROVISIONS OF SECTIONS 54.1-112 OF THE CODE OF VIRGINIA, AS AMENDED, AND AS CUSTODIAN OF THE RECORDS FOR THE DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION, FOR THE PURPOSE OF CERTIFYING AND AUTHENTICATING AS PROVIDED IN SAID SECTION, DO HEREBY CERTIFY THIS DOCUMENT AS A TRUE COPY OF THE ORIGINAL DOCUMENT IN THE DEPARTMENT.

Handwritten signature of Karen O'Neal in cursive.

Karen O'Neal
Assistant Director
Board for Barbers

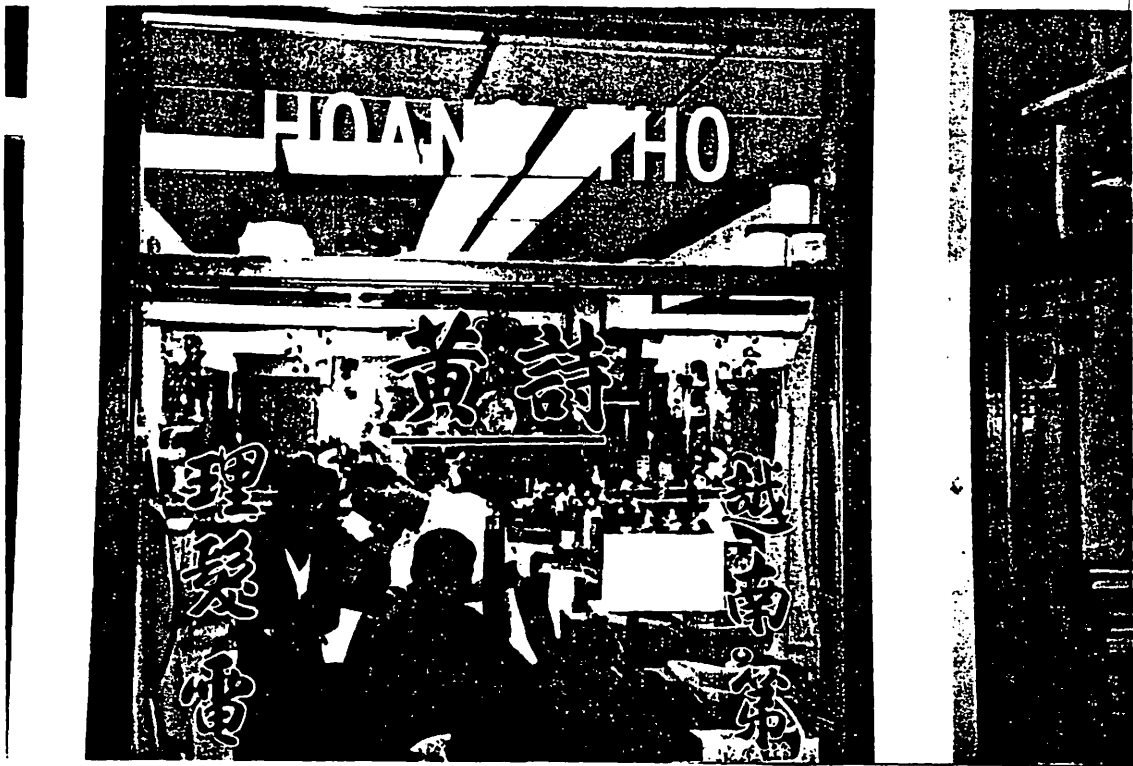
I, THE UNDERSIGNED, PURSUANT TO THE PROVISIONS OF SECTIONS 54.1-112 OF THE CODE OF VIRGINIA, AS AMENDED, AND THE PERSON TO WHOM THE CUSTODIAN REPORTS FOR THE PURPOSE OF CERTIFYING AND AUTHENTICATING AS PROVIDED IN SAID SECTION, DO HEREBY CERTIFY THIS DOCUMENT AS A TRUE COPY OF THE ORIGINAL DOCUMENT IN THE DEPARTMENT.

Handwritten signature of Ray Allen, Jr. in cursive.

Ray Allen, Jr.
Director







LEASE dated as of May 1, 1985, by and between VINA Enterprises Inc., a Virginia Corporation, as landlord (hereinafter referred to as "Landlord") and FREDRICK MARK, as tenant (hereinafter referred to as "Tenant").

Premises

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term hereinafter set forth, upon and subject to the agreements and conditions of this lease, the following premises.

Handwritten: C.W. / Xc / Note
The store premises (the "demised premises") containing approximately 11,100 square feet of ground floor area in the shopping center mall ("the Shopping Center Mall") of Landlord situated on Wilson and Roosevelt Boulevards, Falls Church, Virginia. The Shopping Center Mall consists of that portion of the land (and all improvements that may from time to time be thereon) represented by the area outlined by a bold dotted line upon the plan marked Exhibit A attached hereto and made a part hereof, as the same may be increased by integration by Landlord of adjacent property or decreased by disposition by Landlord of any part thereof; provided, however, that no such decrease shall result in the elimination of that portion of the parking areas of the Shopping Center cross-hatched on Exhibit A. No such integration or disposition shall be deemed to have occurred until Landlord shall give notice thereof to Tenant. The demised premises shall be located in the area outline in red upon Exhibit A. It is understood and agreed that Exhibit A is intended only to show the approximate size of the Shopping Center Mall and the approximate size and location of the demised premises and for no other purpose.

Tenant does acknowledge that this is a sublease and that Landlord is in fact a tenant of Capital Properties, Inc. That subtenant agrees that irrespective of any term, agreement, or covenant contained herein that to the extent that same may conflict, violate or contradict obligations imposed by that said lease, that this Landlord's lease with Capital Properties shall control and be the obligation of the subtenant.

The amounts and term of the lease shall be other than contained in Landlord's lease with Capital Properties.

Term

2.A) The original term of this lease shall be the period of Five (5) years, commencing upon the commencement date (hereinafter defined) and expiring upon the May 1990 anniversary of the commencement date. The "commencement date" shall be the day upon which possession of the demised premises shall first be delivered to the Tenant. Within a reasonable time after the commencement of the term of this lease Landlord and Tenant shall execute instruments recordable in form setting forth the term of this lease, the commencement and expiration dates and such other information as is necessary to constitute a short form lease.



B) In the event Tenant is not in default at the expiration of this term herein provided, Tenant may renew this lease for an additional period of years. The terms shall be exactly as set forth in minimum rent provided from annual increases. The rent for the last year of the term shall be the basis for annual increases beginning in the year of renewal. By way of example the first year under the renewal term shall be arrived at by multiplying 1.060 time the last years minimum rent. The remaining portions of the lease shall be fully applicable..

Minimum
Rent

3. (A) Tenant agrees to pay Landlord minimum
rent at the rate of _____

1 Hundred
for the

first year of the term and at a rate equal to one
hundred six and ~~xxxxxx~~ percent (106.0%) of the
rate per year payable for the immediately preceding
year of the term for each year of the term after such
first year. By way of example and not limitation, the
rate per year for the second year of the term shall be
the product of _____ x 106.0, which product is
\$ _____ and for the third year of the term shall
be the product of \$ _____ x 106.0, which product
is \$ _____. All such minimum rent shall be pay-
able in equal monthly installments of one-twelfth of the
applicable annual amount, in advance on the first day
of each and every calendar month during the term hereof.
All payments of rent (minimum and additional) shall be
made payable to Landlord and sent to Landlord at the
place to which notices to Landlord are required to be
sent or to such other person or address as Landlord
shall from time to time designate by notice to Tenant.
Rent for any partial month at the commencement or
expiration of the term shall be prorated and rent for
any partial month at the commencement of the term shall
be payable on the commencement date. If the term of
this lease shall commence on other than the first day
of a month, the installments of minimum rent payable
for the months during which each anniversary of the
commencement date shall occur shall be adjusted on a
per diem basis to reflect the increase in annual rate
of minimum rent occurring during each such month.

See ADDENDUM for special discount provisions.

(B) All rent (minimum and additional) and
other charges and amounts due and payable under this
lease from Tenant to Landlord shall be payable and
paid without demand and without any deduction, counter-
claim or set-off whatsoever. If Tenant shall fail to
pay any installment of minimum or additional rent not
later than the date the same shall be due, Tenant shall
pay to Landlord a late charge of 8% of any installment
as additional rent upon the first day of the month
following the month for which any such installment shall
not be paid when due.

Real
Estate
Taxes

4. Landlord is obligated to pay "Excess taxes" as
defined in paragraph 5 of his lease. To the extent and
under the terms he must pay same, Tenant herein shall
likewise be obligated to pay his prorata share as and
when the Landlord must pay.

Security

5. Landlord acknowledges that it has received from
Tenant the sum of _____ 1 Dollars.

_____ as security for the
payment of rents and the performance and observance of
the agreements and conditions in this lease contained on
the part of Tenant to be performed and observed. In the
event of any default or defaults in such payment, per-
formance or observance Landlord may apply said sum or
any part thereof towards the curing or any such default
or defaults and/or towards compensating Landlord for
any loss or damage arising from any such default or
defaults. Upon the yielding up of the demised premises
at the expiration or other termination of the term of
this lease, if Tenant shall not then be in default or
otherwise liable to Landlord, said sum or the unapplied
balance thereof shall be returned to Tenant. It is under-
stood and agreed that Landlord shall always have the right
to apply said sum or any part thereof, as aforesaid, in
the event of any such default or defaults, without pre-
judice to any other remedy or remedies which Landlord

may have, or Landlord may pursue any other such remedy or remedies in lieu of applying said sum or any part thereof. No interest shall be payable on said sum or any part thereof. If Landlord shall apply said sum or any part thereof as aforesaid, Tenant shall upon demand pay to Landlord the amount so applied by Landlord, to restore the security of its original amount. Whenever the holder of Landlord's interest in this lease, whether it be the Landlord named in this lease or any transferee of said Landlord, immediate or remote, shall transfer its interest in this lease, said holder shall turn over to its transferee said sum or the unapplied balance thereof, and thereafter such holder shall be released from any and all liability to Tenant with respect to said sum or its application or return, it being understood that Tenant shall thereafter look only to such transferee with respect to said sum, its application and return.

Possession of
Premises &
Construction

6. (A) It is understood and agreed that the Tenant will accept the demised premises in their existing physical condition as of the commencement of the term, i.e., strictly "as is". The Landlord shall be under no obligation to make any repairs, alterations or improvements to the demised premises prior to or at the commencement of the term hereof.

(B) Tenant agrees to reimburse Landlord for the expense to renovate the mall in the amount of _____, which is the pro-rata share of the Tenant shall be arrived at by determining the square feet available for rent and determining what portion the Tenant so occupies. This sum shall be due at time of execution of this lease.

(see note #2 of the attached addendum)

Common
Area

7. Landlord is obligated to pay a common area fee as specified in paragraph 8(A) of its lease, Tenant agrees to pay its pro-rata share determined on the basis of total subtenant settlement space.

In addition thereto, if Landlord provides maintenance, security, or janitorial for the common areas within the mall, or advertising, the Tenant agrees to pay his pro-rata share as billed by the Landlord on a monthly basis. Common areas within which the Mall shall be defined as public or common lobbies, hallways, stairways, sanitary facilities, walks, entrances, or exits.

8. Landlord is obligated to pay all charges for heat, air conditioning, water, gas, electricity, and other utilities including trash collection used by the demised premises. To the extent that these are not separately metered to the Tenant, the Tenant agrees to pay his pro-rata share.

Use of
Premises

9. Tenant agrees that during the term of this lease the demised premises will be used by him and occupied solely by him for the hereinafter stated purposes and none other:

(see note #3 of the attached addendum)

Defaults

10. (A) (1) If Tenant shall default in the payment of rent or any other payment required of Tenant and if Tenant shall fail to cure said default within seven (7) days after Landlord shall give notice thereof to Tenant, or (2) if Tenant shall default in the performance or observance of any other agreement or condition on its part to be performed or observed hereunder and if Tenant shall fail to cure said default within fifteen (15) days after Landlord shall give notice thereof to Tenant, or (3) if any person shall levy upon, or take this leasehold interest or any part thereof upon, execution, attachment or other process of law, or (4) if Tenant shall make an

(b) In case of any such termination, Tenant shall indemnify Landlord each month against all loss of rent and all obligations which Landlord may incur by reason of any such termination between the time of termination and the expiration of the term of this lease. or, at the election of Landlord, exercised by the time of the termination or at any time thereafter, Tenant shall indemnify Landlord each month until the exercise of the election against all loss of rent and other obligations which Landlord may incur by reason of such termination during the period between the time of the termination and the time of the exercise of the election, and upon the exercise of the election Tenant shall pay to Landlord as damages the aggregate amount of rent and other payments provided herein to be paid by Tenant to Landlord during the period between the time of the making of the election and the time when the term of this lease would have expired but for the default by Tenant. It is understood and agreed that: (i) at the time of the termination or at any time thereafter Landlord may rent the demised premises and for a term which may expire after the expiration of the term of this lease, without releasing Tenant from any liability whatsoever, (ii) Tenant shall be liable for any expenses incurred by Landlord in connection with obtaining possession of the demised premises, with removing from the demised premises property of Tenant, and persons claiming under Tenant (including, without limitation, warehouse charges), with putting the demised premise into good condition for reletting and with any reletting, including, without limitation, reasonable attorneys' fees and brokers' fees, and (iii) any monies collected from any reletting shall be applied first to the foregoing expenses and then to the payment of rent and all other payments due from Tenant to Landlord.

Assignment, Sublet-
ting,
etc.

11. Tenant agrees that it will not mortgage, pledge or otherwise encumber this ~~XXX~~ lease or any interest herein, without obtaining on each occassion the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. The Tenant may not assign or sublet any portion of the demised premises, without the written consent of the Landlord.

13. Failure of Landlord to complain of any act or omission on the part of Tenant, no matter how long the same may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. No waiver by Landlord at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or any other provision. If any action by Tenant shall require Landlord's consent or approval, Landlord's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be deemed to be anything but payment on account, and the acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that such lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept such check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Landlord may have under this lease or by operation of law, either at law or in equity, upon any breach shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of other, any two or more or all of such rights and remedies being exercisable at the same time.

Failure of
Perform-
mance

14. (A) If Tenant shall default in the performance or observance of any agreement or condition in this lease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default within thirty (30) days after notice from Landlord specifying the default, Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Tenant, and any amount paid or any contractual liability incurred by Landlord in so doing shall be deemed paid or incurred for the account of Tenant, Tenant agreeing to reimburse Landlord promptly therefor or save Landlord harmless therefrom. Landlord may cure any such default as aforesaid prior to the expiration of said waiting period, but after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate of Landlord's interest therein or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, such amount shall be added to and become due as a part of the next payment of rent due hereunder.

(B) If either party hereto shall commence legal proceedings against the other on account of a default in the performance or observance of any agreement or condition in this lease contained on the part of the other to be performed or observed, the party prevailing in such legal proceedings shall be reimbursed on demand the costs and expenses, including but without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such proceedings.

Notices

15. All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified or registered mail, return receipt requested, postage prepaid. If given to Tenant the same shall be mailed to Tenant at 111 N. 10th. Street, Philadelphia, Pa. 19107, or to such other address as Tenant may hereafter designate by notice to Landlord; if given to Landlord the same shall be mailed to Landlord at Post Office Box 2107, Falls Church, Virginia 22042, or to such other person or at such other address as Landlord may hereafter designate by notice to Tenant.

Interrup-
tion of
Services

16. With respect to any services furnished by Landlord to Tenant, Landlord shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees or any person claiming by, through or under Tenant, and in no event shall Landlord ever be liable to Tenant, with respect to any matter relating to this lease or the demised premises, for any indirect, consequential or incidental damages.

17. There is attached hereto and specifically by this reference made apart hereof a copy of portions of the lease of Landlord with its Landlord Capital Properties, Inc. The Tenant agrees to be bound by all the terms setforth in the attached copy and understands and agrees that said terms and conditions shall in no way enlarge its right as a Tenant under its Landlord, but shall be binding upon it just as though it was specifically setforth herein. References in that lease to the Tenants obligations shall be construed to refer to the obligations of the Tenant in this lease and shall be binding upon this Tenant under the terms of this lease.

In Witness Whereof, Landlord and Tenant have caused this lease to be executed as a sealed instrument as of the day and year first above written.

WITNESS:

LANDLORD:

By: [Signature]
President
Attest: [Signature]
Secretary

Date of execution by Landlord: _____

WITNESS:

TENANT:

By: [Signature]
President
Attest: [Signature]
Secretary

Date of Execution by Tenant: _____

A D D E N D U M

1. In consideration of Tenant executing the herein lease Landlord agrees for the period of 12 months to giving a special discount to the Tenant an amount of \$100. per month. This discount shall in no way reduce future increases or the methods of determining them. The amount of stated rent and not the discounted rate shall be used in determining said future increases.

In addition, it is FURTHER AGREED that the Tenant shall be liable for and obligated to pay rent payments on this lease at the earlier of the two following contingencies:

- CW/ to*
John
- a. That ^{forty five 45} ~~thirty (35)~~ days after the ratification of this lease; *IF tenant does not get his approval from county/city, he may be obtained for another 15 days from landlord.*
- b. Leased space shall have been opened for business.

Lease payments shall be prorated from the first date either of the above two contingencies shall be satisfied and the commencement date of this agreement shall be the first day of either contingency is satisfied.

2. Upon execution of this lease, Tenant shall pay as an expense to renovate the mall. The renovations provided by the Landlord shall include the standard glass and wood wall around the leased store, and the standard electrical and mechanical plans which have been submitted to Falls Church City on July 23, 1984 to obtain the building permit for the shopping mall. Any additional electrical outlets and/or mechanical systems needed for the operation of the leased premises shall be responsibility of the Tenant and shall not be include in the renovation payment. It is FURTHER AGREED that the Tenant must submit a plan to Landlord for written approval of any additional structural, electrical outlets, mechanical system and/or plumbing works needed for the operation of the leased permises.

3. The demised premises shall be used by the Tenant as a carry-out for the following defined business:

A- Main Businessses:

166
John

Carry-out of roast pig, duck, chicken or any of roast pig, duck and chicken combination platters. These are strictly Vietnamese foods TON THO TUONG (CI) style.

B- Secondary or Incidental Businesses:

Carry-out business with limited sitting capacity under 12. two person tables. For noodle soup and rice dishes.

No other business shall be allowed, without the prior written approval of the Landlord.

4. Tenant agrees that in the event that it desires to assign or sublet any portion of this property, that same can only be done with the written approval of the Landlord, and upon the payment of Hundred Dollars assignment fee. In no event will the Tenant be released of any liability herein.

5. Tenant agrees not to display any advertisements, slogans, papers or other articles on the glass walls around the store. There shall be an assigned bulletin board in the mall for the purpose of advertising. Any violation of this clause shall be considered a material breach of lease and shall subject the Tenant to forfeiture of possession and damages for breach of lease, including but not limited to the payment in full on the balance of the term of the lease and loss of possession. A waiver of the any violation of this provision shall not be considered a waiver of the provision itself.

6. For the purpose of this lease, the term "pro rate" when used to describe any amount for which the Tenant shall be liable in utilization of heating and air conditioning shall be defined as the product of the total cost to be assessed against Tenants multiplied by a fraction, the denominator of which is the total space leased by restaurant Tenants approximately (3,400. square feet) and the numerator of which shall be the total square footage leased by this Tenant by this agreement. Tenant agreed to pay for additional meters of electricity and gas due to Tenant's utilization of kitchen equipments for his own.

7. Tenant shall build at his own cost a storage room upstairs. The size of this room is not more than 200. (two hundred) square feet.

8. If it is necessary, tenant shall pay for the dislocation of the existing exhaust fan on the roof.

9. Landlord will provide a separate entrance door in the front of the lease premises.

10. Landlord will reimburse tenant Fifteen hundred (\$1500) dollards as allowance for new quarry tiles in the kitchen area.

11. Tenant will be allowed to display his store sign in the half space of the woodframe in the front of the entrance door of the restaurant area.

12. Landlord agree to build

(on the back of the building)

TENANT:

VINA ENTERPRISES, INC.
LANDLORD:

BY Fredrick Mark
Fredrick Mark

BY Gidan Van Nguyen
Gidan Van Nguyen
President.

BY Xe Van Nguyen
Xe Van Nguyen
Vice President/Secretary.

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO

October 22, 1985

Frederick Mark
c/o Mark's Peking Duck House
6713 Wilson Blvd.
Falls Church, Virginia 22042

RE: Lease 1,100 sq. ft. Eden Center

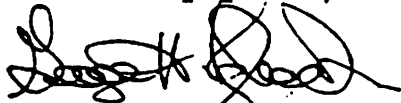
Dear Mr. Mark:

It has been brought to my attention, as corporate counsel, that you are in violation of your lease with Vina Enterprises Inc. in the following specific ways:

- 1) Operating a Chinese Style Restaurant in violation of the master lease of Vina Enterprises Inc. (see page 22 #32 A) and your direct lease (see addendum #3 (A) and (B)).
- 2) You are operating a sitdown restaurant serving hot foods (see addendum #3 (A) and (B)).
- 3) You are serving foods not authorized by your lease (see your own menu).
- 4) Your name is not proper in view of your restrictions and must be changed to indicate that you are only a carry out.

Notice is given to cease all of these activities by close of business October 22, 1985. Your failure to abide by this notice will result in legal action at your expense.

Sincerely yours,


George H. Ragland, Jr.

GHR:dcb

cc: Vina Enterprises, Inc.
Frederick Mark
(Original letter delivered to Manager of Peking House)

420



LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046
(703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO

December 3, 1985

HAND DELIVERED

Mr. Frederick Mark
c/o Mark's Peking Duck House
6713 Wilson Boulevard
Falls Church, Virginia 22042

RE: Notice to Cure or Quit

Dear Mr. Mark:

Notice is hereby given that you have defaulted under the terms of your lease in the following specific ways:

1. You are operating a Chinese-style restaurant in violation of the master lease of Vina Enterprises, Inc. (see page 22, No. 32(a)) and your direct lease (see Addendum No. 3 (A) and (B)).
2. You are operating a sit-down restaurant serving hot foods (see Addendum No. 3 (A) and (B)).
3. You are serving foods not authorized by your lease (see your own menu).

If you do not cure your defaults within fifteen (15) days of this date, the landlord will institute an unlawful detainer action against you and will hold the tenant and all persons who are guarantors personally liable for the remaining portion of the lease.

Sincerely yours,


George H. Ragland, Jr.

GHR:rme
cc: Frederick Mark (mailed)
Arthur Moshos
Vina Enterprises, Inc.

Hand Delivered this 3 day of December, 1985.

By delivering a copy to Mrs. FUN SOOHO (Manager at ^{delivered} at 7:30 o'clock
P.m. Xe V. NGUYEN).

DEC 16 1985

MOSHOS, BYRD, MCCLURE, DE DEO & MISCHE, P.C.

Attorneys & Counselors at Law

ARTHUR L. MOSHOS
RICHARD J. BYRD
STEPHEN J. MCCLURE
JAMES F. DE DEO
ANN WOOD MISCHE
—
JOHN W. BEVIS

SUITE 201
10521 JUDICIAL DRIVE
FAIRFAX, VIRGINIA 22030
—
(703) 691-1200

December 12, 1985

George H. Ragland, Jr., Esquire
Ragland and Kawamoto, P.C.
609 Park Avenue
Falls Church, Virginia 22046

Re: Lease of Mark's Peking Duck House

Dear George:

I felt the meeting yesterday was worthwhile and enabled us to discuss some of the problems with the lease between the parties. Because Mr. Mark is to make certain changes within the business, I felt it was best that I set those changes forth in this letter.

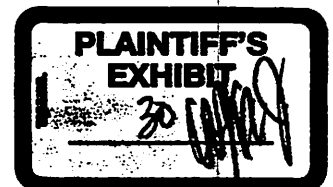
Mr. Mark is nearly ready to do away with the personalized menu system. In the future, he plans to have all menus made large enough to be posted on the wall. The menu itself will consist of oriental cuisine with specialties from many cultures throughout the Far East.

Mr. Mark's plans also makes provision for all food to be picked up at the counter by the customer, without any waiters or tipping involved. Some consideration is also being given to improving the counter to facilitate this type of service. Whenever possible, food will be sold using disposable plates, chopsticks, etc.

Mr. Mark is also planning to order a new sign which he hopes will emphasize and improve the carry-out business. This sign should read as follows:

"Mark's Oriental Carry-Out, Specializing in Duck"

These plans set forth above should be implemented before January of 1986, with one possible exception being the sign. Since this must be ordered from New York, it is difficult for Mr. Mark to predict when it will be manufactured and delivered.



MOSHOS, BYRD, MCCLURE, DE DEO & MISCHE, P.C.

Page Two
George H. Ragland, Jr., Esquire
December 12, 1985

All of the above changes have been done in the spirit of cooperation and compromise, and in no way indicates the admission of Mr. Mark that prior practices were in violation or opposition of any lease, or that the planned changes are in any way admissions of that fact.

Again, I hope we have resolved all the problems and removed all possible questions with respect to a violation of any of the leases involved.

Very truly yours,



Arthur L. Moshos

ALM:c
cc: Mr. Frederick Mark

OUR AD / NEW YEAR 1992 & prior yrs

Trung Tâm Thương Mại EDEN Shopping Center

6763 & 6765A Wilson Boulevard

Falls Church, Virginia 22044

PLAZA 7 SHOPPING CENTER

*Chân thành cảm ơn sự ủng hộ nồng nhiệt của quý đồng hương đã dành
cho Trung Tâm Thương Mại Eden trong những năm vừa qua
Trước thềm Năm Mới.*

*Kính Chúc Quý Đồng Hương một Năm Mới An Khang, Thịnh
Vượng và Vạn Sự Như Ý*

- | | |
|--------------------------------|----------------|
| • Eden Supermarket | (703) 532-4950 |
| • Ngọc Lê Jewelry | (703) 532-4331 |
| • New World Gift & Toys | (703) 241-0564 |
| • Dupont Central Jewelry | (703) 237-2330 |
| • Givral Café | (703) 241-1556 |
| • PRO Tax Office | (703) 532-5125 |
| • Như Lan Sandwich Shop | (703) 532-9009 |
| • Blue Sky Travel | (703) 241-1600 |
| • Hoàng Yến Boutique | (703) 237-5822 |
| • Hong Kong Palace | (703) 237-1635 |
| • Tân Sơn Nhứt Air Freight | (703) 241-5657 |
| • China Herbs | (703) 536-3339 |
| • Universal Books & Video | (703) 241-7070 |
| • Liberty Travel & Services | (703) 534-3842 |
| • Anh Đào Restaurant | (703) 538-6717 |
| • Lincoln Woodard Law Office | (703) 237-0551 |
| • Mark's Duck House Restaurant | (703) 532-2125 |
| • Eden Pharmacy | (703) 849-0951 |
| • Hoàng Thơ Barber Shop | (703) 237-0570 |
| • Thế Hệ Books & Music | (703) 931-9799 |
| • Hoa Tiên Wedding Card | (703) 532-2988 |
| • Phở Xe Lửa Restaurant | (703) 533-3130 |

*Trong các dịp lễ lớn cuối năm cũng như mùa chợ Tết Nguyên Đán, Trung Tâm EDEN
tăng cường nhiều mặt hàng và Đại Hạ Giá các loại hàng hóa và dịch vụ.*

VINA ENTERPRISES INC.
Công Ty Kiến Tạo, Phát Triển và Điều Hành
EDEN Shopping Mall
Phone: (703) 425-3336

424

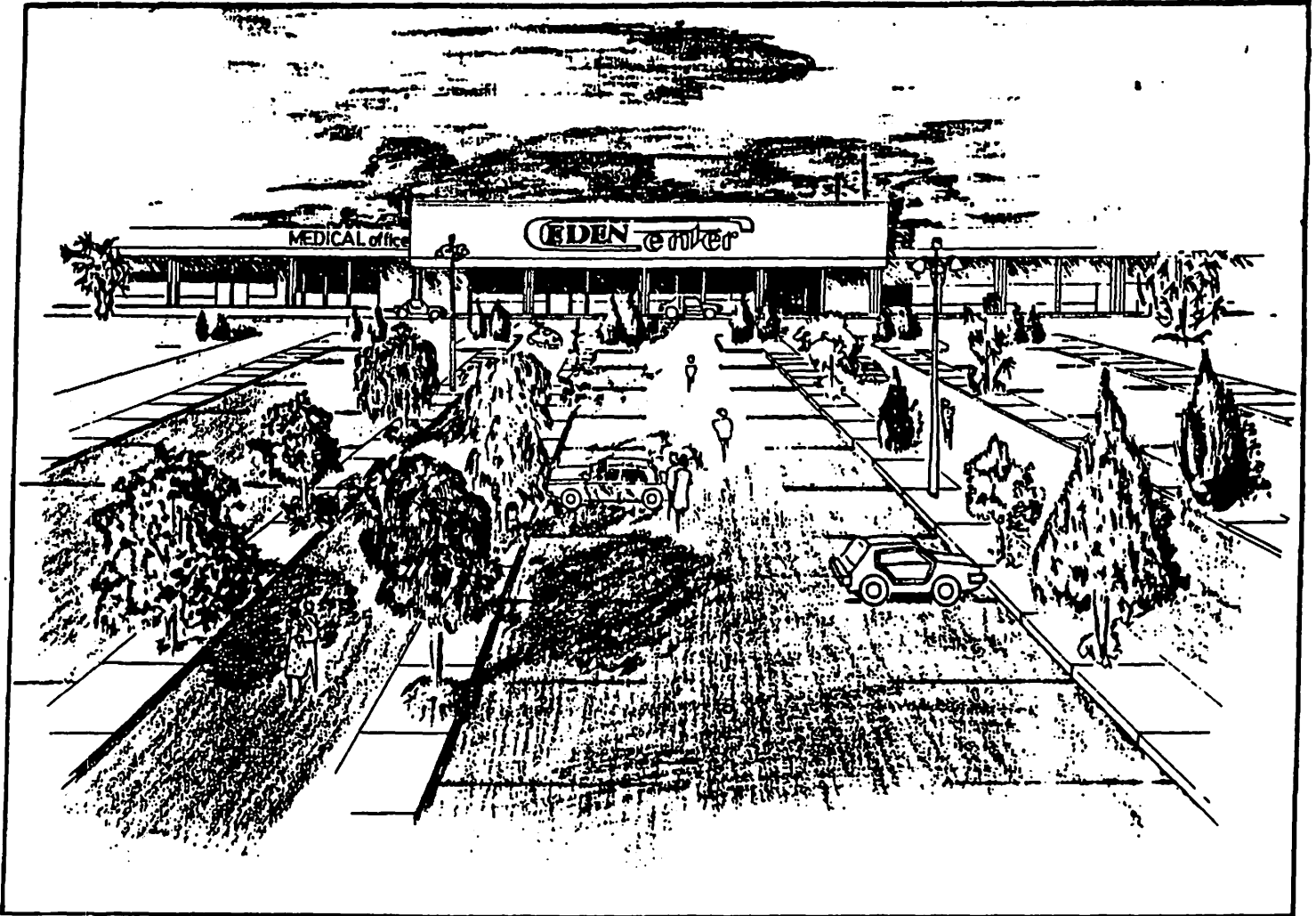


1984

EDEN center

AT 7 PLAZA 6763A - 6765 WILSON BLVD
FALLS CHURCH VIRGINIA 22042

(703) 425-3336



MANAGEMENT

VINA ENTERPRISES INC.
PO. BOX 2107
FALLS CHURCH, VA. 22042

BUILDING CONTRACTOR:
J&P CONSTRUCTION CO.

425

ARCHITECT:
AKM & ASSOCIATES

VINA ENTERPRISE INC.
dba EDEN Shopping Center
P. O. Box 2107 Falls Church, VA 22044

EX 17

Mr: Nghien T. Tran

Cert.mail # Z 694 124 332

t/a Cafe CHIEU TIM

6763 Wilson Blvd. # 14
Falls Church VA 22044

April 16, 1994

Re: Seven day notice of default.

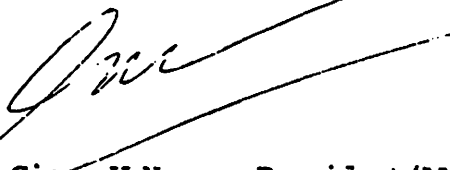
Gentlemen,

to

This is a seven day notice of default due/your failure to include Plaza 7 Shopping Center in your news paper advertisement in Pho Nho Weekly News, No.295, April 15, 1994. as you are obligated under the term of your lease.

Please cure your default within the next seven days. We have to take an appropriate legal action if Capital Commercial Properties Inc. is to take a legal action against VINA to enforce para.32(C) of the lease.

Sincerely,



Giem V. Nguyen, President/AA



Tenant: Nghien T. Tran
T/A: Cafe Chieu Tim

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

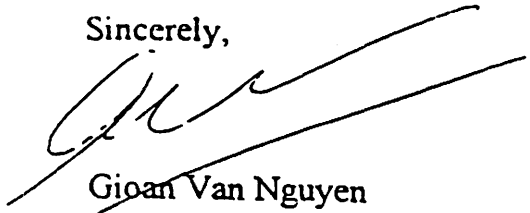
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc. *

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA

Your Signature
Date


1994

Số 295

APRIL 15 1994

TUẦN BÁO PHỐ NHỎ

1) PHỐ XE LỬA

(TRANG B12)

2) QUỲNH ĐÀO VIDEO

(TRANG B19)

3) CAFE CHẾU TÍM

(TRANG B44,

4) NHỎ LAN

(B. 44)

5) EDEN PHARMACY

(B.56)

6) HOÀNG THỎ

(B. 69)

ADVERTISING WITHOUT PLAZA 7
SHOPPING CENTER

dba EDEN Shopping Center
P. O. Box 2107 Falls Church, VA 22044

Mr: Thanh D. Nguyen
t/a EDEN Pharmacy
67 63 Wilson Blvd. # 7
Falls Church VA 22044

Cert.mail # Z 694 124 334

April 16, 1994

Re: Seven day notice of default.

*accurate
when
written*

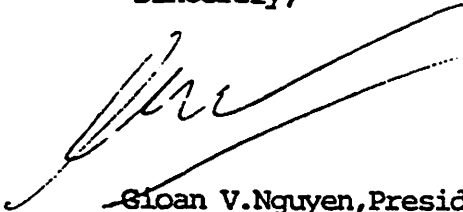
Gentlemen,

to

This is a seven day notice of default due/your failure to include Plaza 7 Shopping Center in your news paper advertisement in Pho Nho Weekly News, No.295, April 15, 1994. as you are obligated under the term of your lease.

Please cure your default within the next seven days. We have to take an appropriate legal action if Capital Commercial Properties Inc. is to take a legal action against VINA to enforce para.32(C) of the lease.

Sincerely,



Gioan V. Nguyen, President/AA

Tenant: Mr. Nguyen D. Thanh
T/A: Eden Pharmacy

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

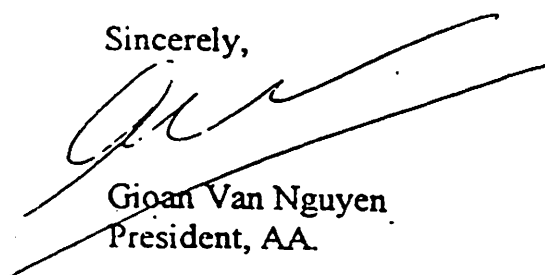
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

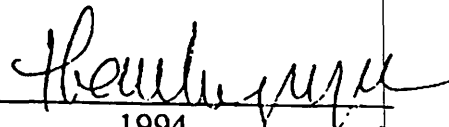
To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA

Your Signature
Date


1994

03/30/94

not rec'd
until 3/30

Số 295 APRIL 15 1994

TUẦN BÁO PHỐ NHỎ

- 1) PHỐ XE LỬA ✓ W. J. Tan Plaza
(TRANG 1312)
- 2) QUỲNH ĐÀO VIDEO (TRANG 1319)
- 3) CAFE CHẾU TÌM ✓ (TRANG 1314)
- 4) NHỎ LAN ✓ (B. 44)
- 5) EDEN PHARMACY ✓ (B. 56)
- 6) HOÀNG THỎ ✓ (B. 69)

ADVERTISING WITHOUT PLAZA
SHOPPING CENTER

VINA ENTERPRISE INC.
dba EDEN Shopping Center
P. O. Box 2107 Falls Church, VA 22044

Mr: Toan The Nguyen

Cert.mail # Z 694 124 330

t/a PHO XE LUA

67 65A Wilson Blvd. #2
Falls Church VA 22044

April 16, 1994

Re: Seven day notice of default.

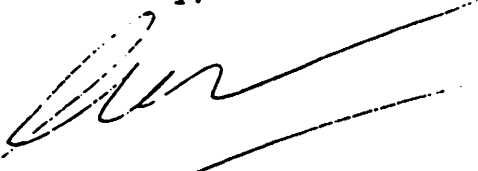
Gentlemen,

to

This is a seven day notice of default due/your failure to include Plaza 7 Shopping Center in your news paper advertisement in Pho Nho Weekly News, No.295, April 15, 1994. as you are obligated under the term of your lease.

Please cure your default within the next seven days. We have to take an appropriate legal action if Capital Commercial Properties Inc. is to take a legal action against VINA to enforce para.32(C) of the lease.

Sincerely,



Gioan V. Nguyen, President/AA

Tenant: Toan T. Nguyen
T/A: Pho Xe Lua

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

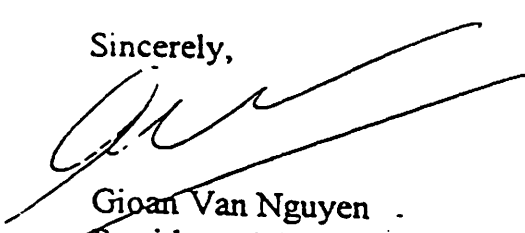
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature

Date 5-30 1994

Số 295

APRIL 15 1994

TUẦN BÁO PHỐ NHỎ

1) PHỐ XE LỬA ✓

(TRANG B12)

2) QUỲNH ĐÀO VIDEO

(TRANG B19)

3) CAFE CHẾU TİM ✓

(TRANG B44)

4) NHỎ LAN ✓

(B. 44)

5) EDEN PHARMACY ✓

(B.56)

6) HOÀNG THỎ ✓

(B. 69)

ADVERTISING WITHOUT PLAZA 7
SHOPPING CENTER

VINA ENTERPRISE INC.
dba EDEN Shopping Center
P. O. Box 2107 Falls Church, VA 22044

Mr: TAM MINH PHAM

Cert.mail # Z 694 124 333

t/a Nhu Lan Sandwich Shop

6763 Wilson Blvd. # 13
Falls Church VA 22044

April 16, 1994

Re: Seven day notice of default.

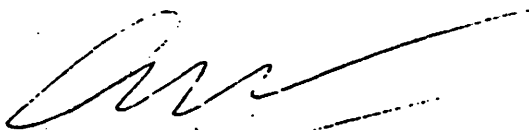
Gentlemen,

to

This is a seven day notice of default due/your failure to include Plaza 7 Shopping Center in your news paper advertisement in Pho Nho Weekly News, No.295, April 15, 1994. as you are obligated under the term of your lease.

Please cure your default within the next seven days. We have to take an appropriate legal action if Capital Commercial Properties Inc. is to take a legal action against VINA to enforce para.32 (C) of the lease.

Sincerely,



Gioan V. Nguyen, President/AA

Tenant: Tam Minh Pham
Nhu Lan Vietnamese Sandwich Shop

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

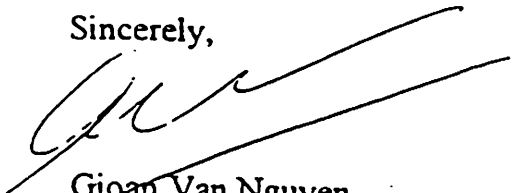
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

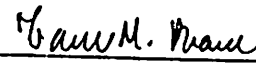
To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA

Your Signature


Date 3-30 1994

Hand-delivered?

Số 295

APRIL

1994

TUẦN BÁO PHỐ NHỎ

1) PHỐ XE LỬA ✓

(TRANG B12)

2) QUỲNH ĐÀO VIDEO

(TRANG B19)

3) CAFE' CHIỀU TÌM ✓

(TRANG B44)

4) NHỎ LAN ✓

(B. 44)

5) EDEN PHARMACY ✓

(B.56)

6) HOÀNG THỎ ✓

(B. 69)

ADVERTISING WITHOUT PLAZA 7
SHOPPING CENTER

VINA ENTERPRISE INC.
dba EDEN Shopping Center
P. O. Box 2107 Falls Church, VA 22044

Mr: Hoang Nam

Cert.mail # 2 694 124 335

t/a Hoang Tho II

6763 Wilson Blvd. # 6C
Falls Church VA 22044

April 16, 1994

Re: Seven day notice of default.

*Accurate
why in
default*

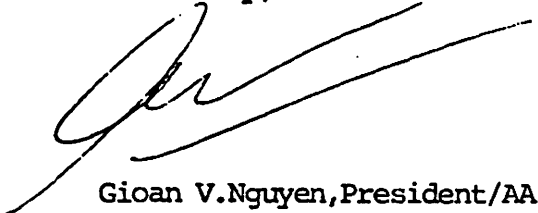
Gentlemen,

to

This is a seven day notice of default due/your failure to include Plaza 7 Shopping Center in your news paper advertisement in Pho Nho Weekly News, No.295, April 15, 1994. as you are obligated under the term of your lease.

Please cure your default within the next seven days. We have to take an appropriate legal action if Capital Commercial Properties Inc. is to take a legal action against VINA to enforce para. 32(C) of the lease.

Sincerely,



Gioan V. Nguyen, President/AA

Tenant: Hoang Q. Nam
Hoang Tho II

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

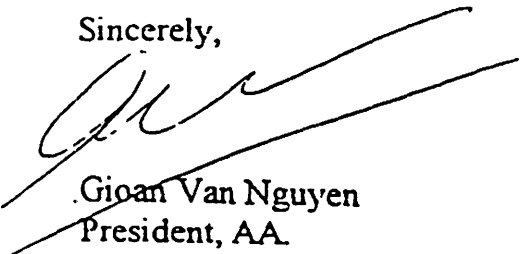
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

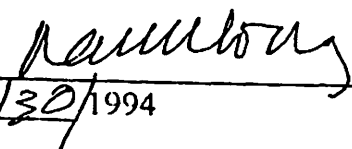
To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA

Your Signature

Date 3/30/1994 

Số 295

APRIL 15 1994

TUẦN BÁO PHỐ NHỎ

1) PHỐ XE LỬA ✓ (TRANG B12)

2) QUỲNH ĐÀO VIDEO (TRANG B19)

3) CAFE CHẾU TÌM ✓ (TRANG B44)

4) NHỎ LAN ✓ (B. 44)

5) EDEN PHARMACY ✓ (B.56)

6) HOÀNG THỎ ✓ (B. 69)

ADVERTISING WITHOUT PLAZA,
SHOPPING CENTER

Tenant: Nghien T. Tran
T/A: Cafe Chieu Tim

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

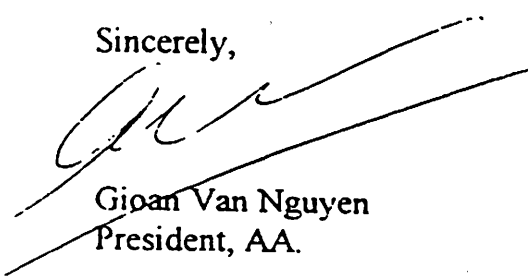
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature
Date


1994

Tenant: Mr. Nguyen D. Thanh
T/A: Eden Pharmacy

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

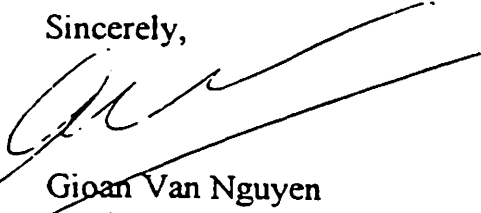
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

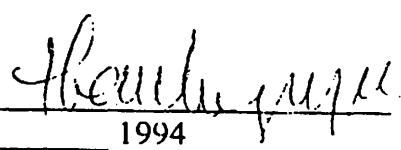
Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature

Date

1994


03/30/94

Tenant: Toan T. Nguyen
T/A: Pho Xe Lua

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

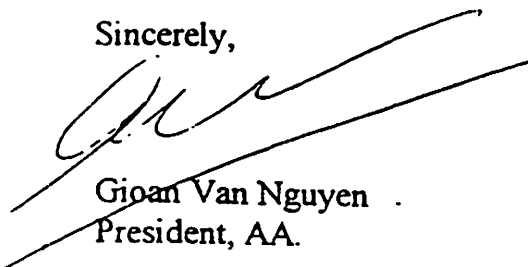
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

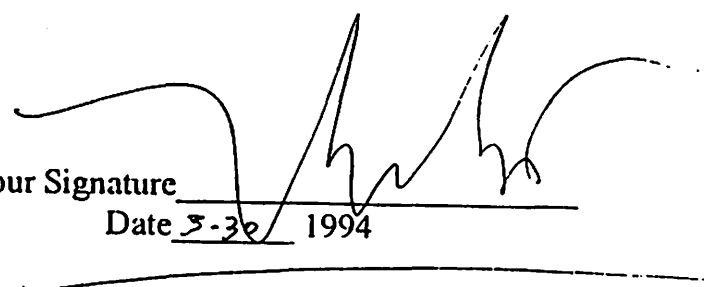
To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature


Date 3-30 1994

Tenant: Tam Minh Pham
T/A: Nhu Lan Vietnamese Sandwich Shop

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

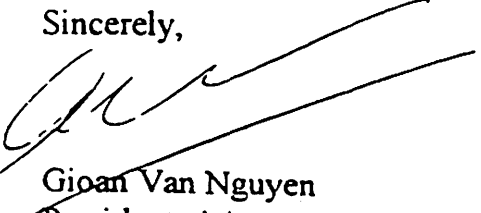
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature Tam M. Pham
Date 3-30 1994

Tenant: Hoang Q. Nam
T/A: Hoang Tho II

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.**

Dear Store Owner,

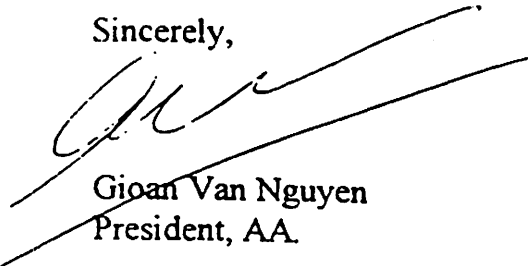
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

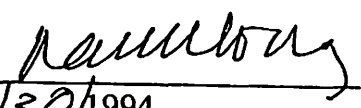
To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature


Date 3/30/1994

VINA ENTERPRISES INC.

PO BOX 2107
Falls Church, VA 22042

Ms. Ngoc Le Dang
t/a Ngoc Le Jewelry
6763 Wilson Blvd.
Falls Church, VA 22044

Cert. mail # 2694 114 323

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

Once again, we would like to remind you that we are under lease obligation (para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,



Gioan Van Nguyen
President, AA

VINA ENTERPRISES INC.

PO BOX 2107
Falls Church, VA 22042

Mr. David Tu
t/a DUPONT CENTRAL
6763 Wilson Blvd
Falls Church, VA 22044

Certified Mail# Z 0141212

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

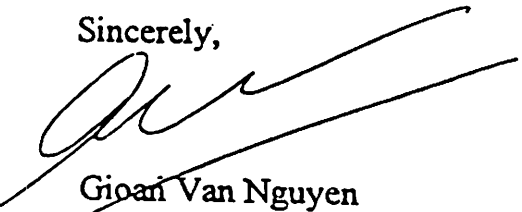
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,



Gioan Van Nguyen
President, AA

Your Signature _____
Date _____ 1994

VINA ENTERPRISES INC.
PO BOX 2107
Falls Church, VA 22042

Mr. Hebert Tran, President
The First Corporation
t/a EDEN Supermarket Inc.
6763 Wilson Blvd.
Falls Church VA 22044

Certified mail# 2671 1711 32

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.**

Dear Store Owner,

Once again, we would like to remind you that we are under lease obligation (para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,



Gioan Van Nguyen
President, AA

Rent Invoice For April 1994

Tenant: Hoang Duong
T/A: Universal Bookstore

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.**

Dear Store Owner,

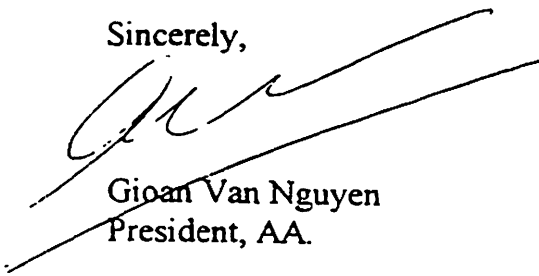
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature 

Date 3-30 1994

~~Rent Invoice For April 1994~~

Tenant: Mr. Dang Dinh Khiet
T/A: The He Bookstore

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.


To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature 

Date 3/29/ 1994 

~~Rent Invoice For April 1994~~

Tenant: Mr. Nguyen V. Ly
T/A: Tan Son Nhut Air Freight

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

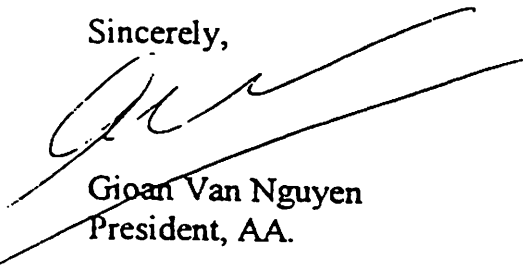
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.


Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.


Your Signature _____

Date 3-30 1994

Rent Invoice For April 1994

Tenant: Mr. Mau Hao Ngo
T/A: Tan Phat Distributors

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.**

Dear Store Owner,

Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature

Date 3/30 1994

~~Rent Invoice For April 1994~~

Tenant: Mr. Ton That Thuyen
T/A: Pro Tax Office

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA

Your Signature 

Date 3-30 1994

Rent Invoice For April 1994

Tenant: Ms. Ngoc Le
T/A: Ngoc Le Jewelry

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

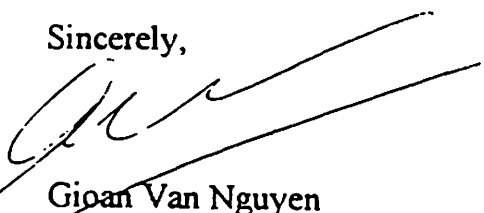
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature _____

Date _____ 1994

Rent Invoice For April 1994

Tenant: Ms. Ngoc Le
T/A: Ngoc Le Jewelry

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

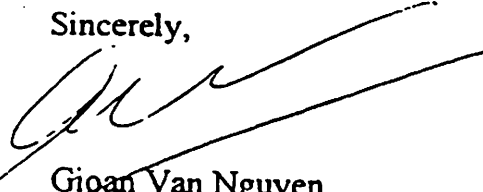
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature _____
Date _____ 1994

Rent Invoice For April 1994

Tenant: Mr. Frederick Mark
T/A: Mark's Duck House

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature

Date  3/28/94 1994

Rent Invoice For April 1994

Tenant: Mr. Phoung Thanh Huynh
T/A: Liberty Travel & Services

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

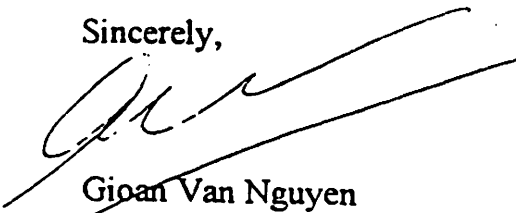
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

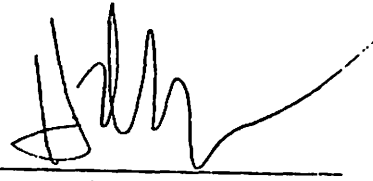
To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature

Date 
3/31 1994

~~Rent Invoice For April 1994~~

Tenant: Mr. Kim Lai
T/A: Huong Que Restaurant

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

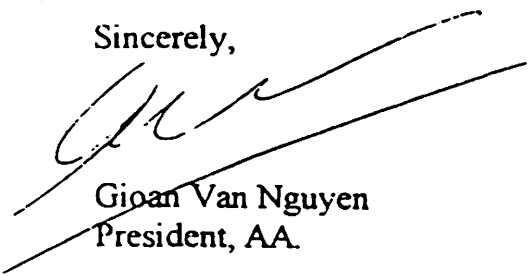
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature 

Date 3-30 1994

Rent Invoice For April 1994

Tenant: Ms. Tran N. Lien
T/A: Hong Kong Palace

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

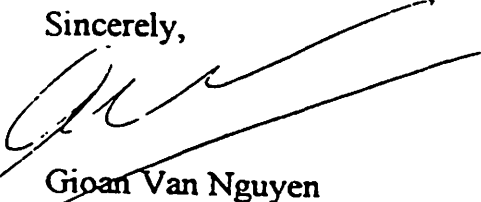
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA

Your Signature

Date 
3/20/94 1994

~~Rent Invoice For April 1994~~

Tenant: Ms. Tham H. Yen
T/A: Hoang Yen Boutiques

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

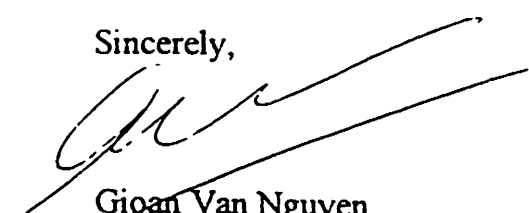
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.


To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature


Date 3/30 1994

~~Rent Invoice For April 1994~~

Tenant: Mr. Hoang Tho
T/A: Hoang Tho Barber Shop

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

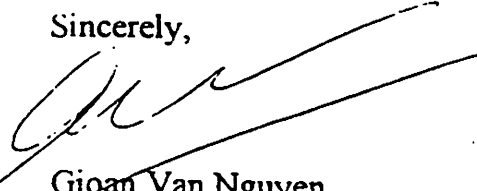
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature _____

Date 3-30 1994

~~Rent Invoice For April 1994~~

Tenant: Hoa Tien
/A: Hoa Tien Wedding Cards

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

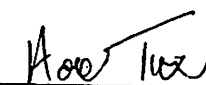
To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA

Your Signature


Date 3-30 1994

~~Rent Invoice For April 1994~~

Tenant: Mr. Herbert Tran
T/A: Eden Sunermarket

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature _____
Date _____ 1994

~~Rent Invoice For April 1994~~

Tenant: Mr. Herbert Tran
T/A: Eden Supermarket

March 28, 1994

RE: PLAZA 7 SHOPPING CENTER- Must be included in every advertisement for your store.

Dear Store Owner,

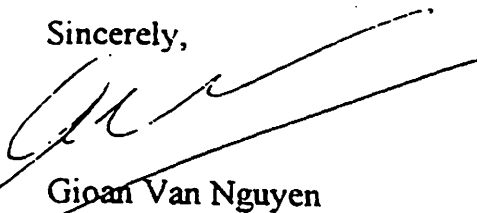
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature _____

Date _____ 1994

Rent Invoice For April 1994

Tenant: Mr. Tu Q. Luong
T/A: Dupont Central

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

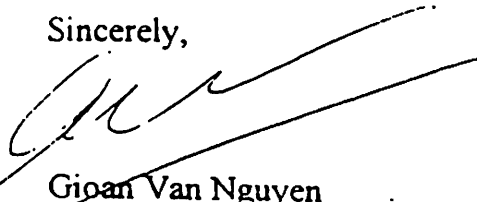
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature

Date


1994
3/31/94

Tenant: Mr. La K. Tan
T.A: China Herbs

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

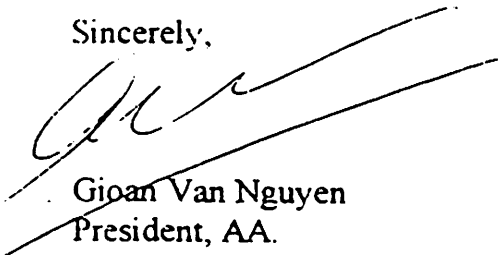
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature 

Date 3 - 30 1994

Tenant: Blueskies Travel
T/A: Blueskies Travel

March 28, 1994

RE: **PLAZA 7 SHOPPING CENTER-** Must be included in every advertisement for your store.

Dear Store Owner,

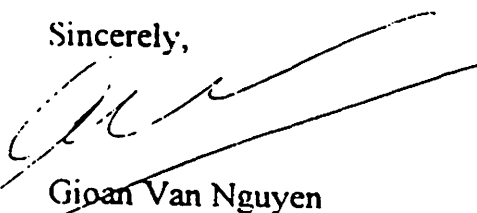
Once again, we would like to remind you that we are under lease obligation(para 32(c)) with Capital Commercial Properties Inc. and that we have to have the name of Plaza 7 Shopping Center in each and every advertisement for your store, as well as for Eden/Eden East Mall.

Many of you, as well as Vina Enterprises Inc./Vina Professional Services have been in compliance with the above mentioned obligation during the last ten years. Some stores, due to inadvertent omission, however, have not done so. This omission is a default under your lease with Vina Enterprises/Nhat Nguyen which, in turn, defaults under the lease with Capital Commercial Properties Inc.

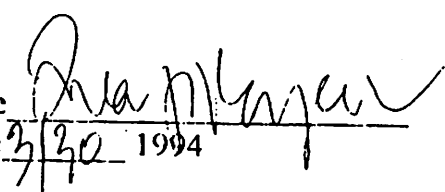
To make sure that everybody complies with the advertising requirement in the lease, we will keep record of all the advertisements that do not mention Plaza 7 Shopping Center. We will take appropriate legal action accordingly.

This notice will be sent to you every six months. Thank you for your cooperation. If you have any questions on this matter, please call us at (703) 425-3336.

Sincerely,


Gioan Van Nguyen
President, AA.

Your Signature

Date 
3/30 1994

VINA ENTERPRISE INC.

dba EDEN Shopping Center

P. O. Box 2107 Falls Church, VA 22044

April 7, 1994

Ex 18

Kính Gửi: Chủ Nhiệm

Tuần báo: PHỐ NHỎ

Địa chỉ: 6269 Leesburg Pike #107
Falls Church VA 22044

Trích yếu v/v: EDEN Center at Plaza 7 Shopping Center

Thưa Quý Vị,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cổ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,

Nguyễn V. Gioan, Đại diện.

Second Request

4/17/94 — Called 5:30 PM

Đã gửi đơn yêu cầu xem lại
các quảng cáo của các bên
liên quan.

Cảm ơn Quý Vị.



Số 295

APRIL 15 1994

TUẦN BÁO PHỐ NHỎ

- 1) PHỞ XE LỬA (TRANG B12)
- 2) QUỲNH ĐÀO VIDEO (TRANG B19)
- 3) CAFE CHẾU TÍM (TRANG B44)
- 4) NHỎ LAN (B. 44)
- 5) EDEN PHARMACY (B.56)
- 6) HOÀNG THỎ (B. 69)

ADVERTISING WITHOUT PLAZA 7
SHOPPING CENTER

dba EDEN Shopping Center

P. O. Box 2107 Falls Church, VA 22044

April 7, 1994

Kính Gửi: Chủ Nhiệm

Tuần báo: THƯƠNG MẠI MIỀN ĐÔNG

Địa chỉ: 6269 Leesburg Pike # B3
Falls Church VA 22044

Trích yếu v/v: EDEN Center at Plaza 7 Shopping Center

Read
Ms Vietnamese
ads.

Thưa Quý Vị,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cổ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,

Nguyễn V, Gioan, Đại diện.

AVANA ENTERPRISE INC.

dba EDEN Shopping Center

P. O. Box 2107 Falls Church, VA 22044

April 7, 1994

Kính Gửi: Chủ Nhiệm

Tuần báo: THỜI MỚI PHỤ NỮ MỚI

Địa chỉ: 5122 Leesburg Pike # 2

Alexandria, VA 22041

Trích yếu v/v: EDEN Center at Plaza 7 Shopping Center

Thưa Quý Vị ,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cơ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,

Nguyễn V, Gioan, Đại diện.

dba EDEN Shopping Center
P. O. Box 2107 Falls Church, VA 22044
April 7, 1994

Kính Gửi: Chủ Nhiệm
Tuần báo: THỜI MỐI PHỤ NỮ MỐI
Địa chỉ: Po Box 1429
Falls Church VA 22041

Trích yếu v/v: EDEN Center at Plaza 7 Shopping Center

Thưa Quý Vị ,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cổ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,



Nguyễn V. Gioan, Đại diện.

2nd request 4/17/94

Lee

April 7, 1994

Kính Gửi: Chủ Nhiệm

Tuần báo: ĐỔI NAY

Địa chỉ: PO BOX 5061
Falls Church Virginia 22044

Trích yếu v/v: EDEN Center at Plaza 7 Shopping Center

Thưa Quý Vị ,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cơ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,

Nguyễn V, Gioan, Đại diện.

dba EDEN Shopping Center
P. O. Box 2107 Falls Church, VA 22044
April 7, 1994

Kính Gửi: Chủ Nhiệm
Tuần báo: Diễn Đàn TỰ DO
Địa chỉ: PO BOX 1537
Springfield, Virginia 22151

Trích yêu v/v: EDEN Center at Plaza 7 Shopping Center

Thưa Quý Vị ,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cổ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,

Nguyễn V, Gioan, Đại diện.

VANITY ENTERPRISE INC.
dba EDEN Shopping Center
P. O. Box 2107 Falls Church, VA 22044
April 7, 1994

Kính Gửi: Chủ Nhiệm
Tuần báo: HOA THINH ĐỒN VIỆT BÁO
Địa chỉ: 8394-C2 Terminal Rd.
Lorton, Virginia 22079

Trích yêu v/v: EDEN Center at Plaza 7 Shopping Center

Thưa Quý Vị,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cổ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,



Nguyễn V. Gioan, Đại diện.

CAUSED Re. ads

Thư ng 110

HOANG - CC. 11

S/P Plaza 7

VINA ENTERPRISE INC.

dba EDEN Shopping Center

P. O. Box 2107 Falls Church, VA 22044

April 7, 1994

Kính Gửi: Chủ Nhiệm

Tuần báo: Tiếng Chuông

Địa chỉ: PO BOX 675

Pleasantville, NJ 08232

Trích yếu v/v: EDEN Center at Plaza 7 Shopping Center

Thưa Quý Vị ,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cổ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,

Nguyễn V, Gioan, Đại diện.

VINA ENTERPRISE INC.

dba EDEN Shopping Center

P. O. Box 2107 Falls Church, VA 22044

April 7, 1994

Kính Gửi: Chủ Nhiệm

Tuần báo: THỨ ĐỘ THỜI BAO

Địa chỉ: PO BOX 11180
Alexandria VA 22312

Trích yếu v/v: EDEN Center at Plaza 7 Shopping Center

Thưa Quý Vị ,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cơ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,

Nguyễn V, Gioan, Đại diện.

VINA ENTERPRISE INC.

dba EDEN Shopping Center

P. O. Box 2107 Falls Church, VA 22044

April 7, 1994

Kính Gửi: Chủ Nhiệm

VIA Fax # (301) 460-1588

Tuần báo: SAIGON NHỎ

Địa chỉ: c/o Ngo Dam Ngoc

Po Box 9253

Silver Spring, MD 20916

Trích yếu v/v: EDEN Center at Plaza 7 Shopping Center

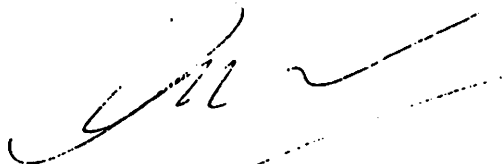
Thưa Quý Vị,

Thế theo lời yêu cầu của chủ phố Plaza 7 Shopping Center, tất cả các cửa hàng cũng như văn phòng dịch vụ tại trung tâm thương mại EDEN Center và EDEN East Mall địa chỉ 6763-6765A, 6755 và 6773 (Tân Thành Fashions) phải nêu rõ là cổ sở thương mại của họ nằm trong PLAZA 7 Shopping Center.

Để chúng tôi có thể thực hiện được lời yêu cầu của chủ phố, Quý Vị vui lòng nhắc nhở và thực hiện các quảng cáo trong tương lai cho phù hợp với lời yêu cầu của chủ phố như chúng tôi vừa trình bày.

Sự hợp tác của Quý Vị sẽ giúp cho sự phát triển thương mại tại EDEN Center- Plaza 7 Shopping Center ngày một hoàn hảo hơn.

Thành thật cảm ơn Quý Vị,



Nguyễn V. Gioan, Đại diện.

Xin Ba thêm vào Plaza 7 Shopping Center cho quang cao của

Continebtal Expsess Corp. Trang # 83

Liberty Travel & Services Trang # 41

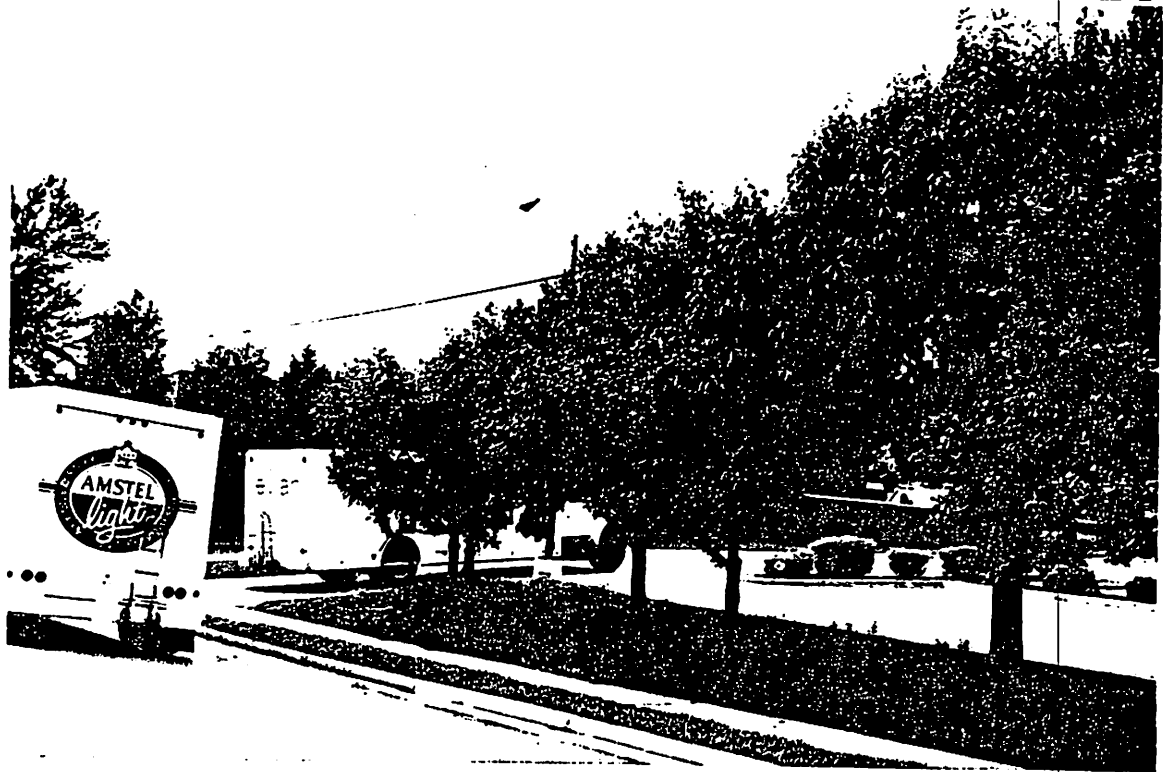
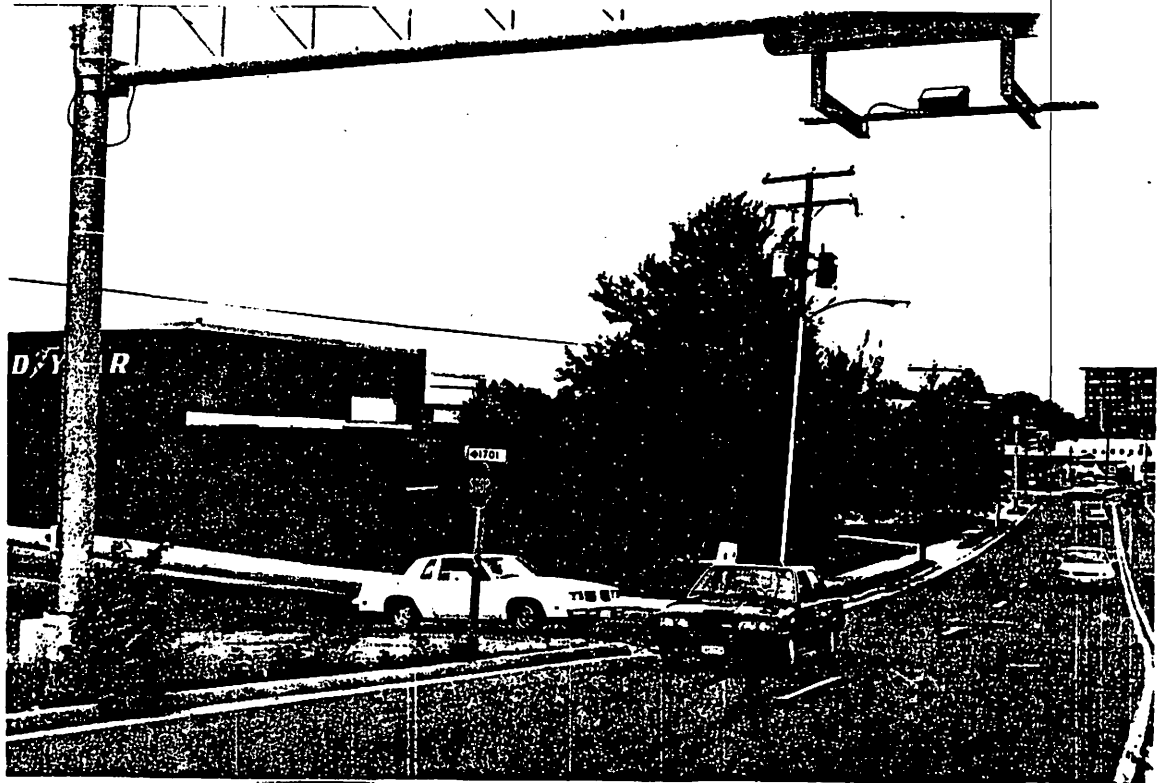
Cam on,

4/16/94

Waited for fax

will cover for
talked to his wife





1/ NE
Capital Commercial Properties, Inc.

NORMAN EBENSTEIN - CHAIRMAN OF THE BOARD
SHIRLEY G. EBENSTEIN - PRESIDENT
DOUGLAS S. EBENSTEIN - VICE PRESIDENT

7188 QUEENPERRY CIRCLE
DOCA RATON, FLORIDA 33490
TELEPHONE & FACSIMILE NUMBER:
(407) 483-3579

March 22, 1994

VIA FEDERAL EXPRESS TO:
Mr. John Nguyen
President
Vina Enterprises, Inc.
3712 Ridgeway Drive
Fairfax, VA 22031

- and -

VIA REGULAR MAIL TO:
Vina Enterprises, Inc.
P.O. Box 2017
Falls Church, VA 22041

Dear Mr. Nguyen:

This letter responds to yours dated March 9, 1994 regarding the exercise of your option on Vina Enterprises' 22,020 square foot lease at Plaza Seven Shopping Center.

Your letter implies that the landlord is somehow at fault for Vina's failure to make a valid exercise of option on this lease due to Vina's defaults. Your letter further implies that the landlord is under some obligation to place you on notice of any and all defaults so as to assist you in the valid exercise of an option. The lease imposes no such obligation. Rather, it is Vina's obligation to perform in strict accordance with the lease and avoid or eliminate all events of default. To give any other meaning to the lease would promote the concealment of events of default by the tenant and impose a requirement upon the landlord that it inspect the property thoroughly on a continuous and daily basis to guard against the tenant's default. There can be no such unreasonable duty imposed on the Landlord. Our position remains that there has been no valid exercise of the option at any time due to pre existing defaults.

Your letter also claims that subsequent to your attempt to re-exercise the option on January 3, 1994, no one has responded to you. That is simply incorrect. Your counsel inquired of our counsel regarding our position on whether that was a valid exercise of the option. Our counsel advised your counsel that the landlord believed there were other defaults which existed as of January 3, 1994 and that there had been no valid exercise of option on January 3, 1994.

Sincerely,
CAPITAL COMMERCIAL PROPERTIES, INC.

By Norman Ebenstein
Chairman of the Board

NE/dls
cc: Attorney Darragh J. Davis

CCP.0000122

481

A PRIVATELY HELD REAL ESTATE COMPANY FROM LEASE TO LEASE



Capital Commercial Properties Inc.

NORMAN EBENSTEIN - CHAIRMAN OF THE BOARD
SHIRLEY G. EBENSTEIN - PRESIDENT
DOUGLAS S. EBENSTEIN - VICE PRESIDENT

7188 QUEENFERRY CIRCLE
BOCA RATON, FLORIDA 33496
TELEPHONE & FACSIMILE NUMBER:
(407) 483-3579

April 6, 1994

Mr. John Nguyen
3712 Ridgelea Drive
Fairfax, Virginia 22031

Dear Mr. Nguyen:

I have received a letter from your counsel, Mr. Ragland, expressing some negative reactions to various notices of defaults.

Please note that both you and Mr. Ragland requested in writing recently that I describe various elements of default more specifically. I was simply making an effort to comply with your requests without prejudice to our position that the landlord is not obligated to discover each and every default as it occurs. It is the Tenant's responsibility to avoid default.

I am advised by Attorney Davis that Mr. Ragland suggested that if I could set forth some parameters of my thinking on settlement, then you might want to reevaluate your position and meet in Florida in late April or early May. My thinking is along the lines of my preparing various settlement options which would call for rent increases between \$1.00 a foot and \$7.00 a foot in the upstairs space and a cross default provisions linking the basement space to the upstairs space. The precise price increase per square foot would depend upon our agreement on other terms. Obviously, at \$7.00 a foot, the proposal would have items contained within it that in and of themselves would have most substantial economic value to you such as but not limited to alleviation from the economic hardships of such items as plate glass insurance, extensive restaurant equipment, excessive extermination requirements to the extent not needed, if any and even items of greater economic value that I am prepared to discuss but don't think it is fair to be asked to put them in writing prior to meeting face to face. I would also be willing to discuss such changes in lease provisions (other than the payment of money) that you feel could make your operation more profitable.

I will be glad to make arrangements to have Mr. Ragland and yourself transported from the airport to our meeting place and of course back to the airport again as I have done in the past, should you decide to come down.

Capital Commercial Properties Inc.

April 6, 1994

Page Two

Please advise at your earliest opportunity if and when you could attend a meeting in Florida.

Very truly yours,
CAPITAL COMMERCIAL PROPERTIES, INC.

By Norman Ebenstein
Chairman of the Board

NE/dls

cc: George Ragland, Esquire
Darragh J. Davis, Attorney at Law

CCP.0000286

V I R G I N I A:

IN THE CIRCUIT COURT FOR ARLINGTON COUNTY

VINA ENTERPRISES, INC.)

Plaintiff,)

v.)

Law No. 94-192

CAPITAL PROPERTIES, INC.)

A/K/A CAPITAL COMMERCIAL)
PROPERTIES, INC.)

Defendant.)

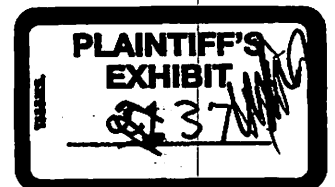
**DEFENDANT'S RESPONSES TO
PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSIONS**

Defendant Capital Commercial Properties, Inc., by counsel,
responds to the Plaintiff's First Request for Admissions as
follows:

1. Do you admit that the attached document, marked as
Exhibit "A" is a true, accurate, and authentic copy of the Vina
Lease?

Response:

Admitted that Exhibit A is a true and authentic copy of a
lease between Vina and the Defendant, but denied as to the
accuracy of the square footage set forth in the document.



2. Do you admit that the attached document, marked as Exhibit "B" is a true, accurate, and authentic copy of a supplemental document setting forth the commencement date for the lease referred to in question Numbered 1?

Response:

Admitted as to the truth, accuracy, and authenticity, of Exhibit B, but denied as to any implication that it sets forth only one potential commencement date.

3. Do you admit that the document marked as Exhibit "B" is a true copy of the document the parties agreed to execute pursuant to paragraph #2 of the lease, Exhibit "A" to constitute a short form lease?

Response:

Denied.

4. Do you admit that Donald M. Bloch was the attorney that represented this Defendant in connection with negotiating and/or drafting the lease, Exhibit "A"?

Response:

Admitted that Donald M. Block was an attorney representing Defendant in connection with negotiating and/or drafting the lease, but denied as to any implication that he was Defendant's sole representative in doing so.

5. Do you admit that he was authorized or directed to obtain in behalf of this Defendant, the executed document, Exhibit "B"?

Response:

Admitted.

6. Do you admit that as of August 14, 1984 the original term of the lease, Exhibit "A", had not commenced?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily available to Defendant is insufficient to enable it to admit or deny.

7. Do you admit that there were (sic) no opening of premises for business prior to September 27, 1984, premises meaning the property subject of this lease, Exhibit "A"?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily available to Defendant is insufficient to enable it to admit or deny.

8. Do you admit that the commencement date was on September 27, 1984 for the lease, Exhibit "A"?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily available to Defendant is insufficient to enable it to admit or deny.

9. Do you admit that unless earlier terminated, that the expiration date of the original term of the lease, Exhibit "A", as set forth in paragraph #2 of said lease will not be earlier than August 14, 1994?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily available to Defendant is insufficient to enable it to admit or deny.

10. Do you admit that unless earlier terminated the expiration date of the original term of the lease, Exhibit "A", as set forth in paragraph #2 of said lease will occur on September 26, 1994?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily available to Defendant is insufficient to enable it to admit or deny.

11. Do you admit that over the term of the lease that officers, directors and/or employees of the Defendant have visited the premises subject of the lease, Exhibit "A", at least once each year?

Response:

Denied.

12. Do you admit that over the term of the lease that officers, directors and/or employees of the Defendants have visited the premises subject of the lease, Exhibit "A", more than once each year?

Response:

Denied.

13. Do you admit that during the term of the lease, "Exhibit "A", you have had third parties regularly act as your agent (sic) to inspect, repair, clean and/or visit the premises for purposes associated with the lease, Exhibit "A"?

Response:

Defendant objects to this request on the grounds that it is vague, compound, and ambiguous. To the extent any other response is deemed required, this request is denied.

14. Do you admit that during the term of the Vina lease you have obtained reports, verbal and/or written, pertaining to the condition of the premises leased, Exhibit "A"; the use of those premises; and the types of businesses located in the subject premises?

Response:

Defendant objects to this request on the grounds that it is vague, compound, and ambiguous. To the extent any other response is deemed required, this request is denied.

15. Do you admit that a Mr. Oberton was employed by you either directly or as an independent contractor to act as your on-site representative for the leased premises and/or Plaza Seven Shopping Center during all or the majority of the term of the Vina lease to this date?

Response:

In responding to this request and all others, Defendant assumes that the name "Oberton" used was intended to be Overton. Defendant objects to this request on the grounds that it is vague, compound, and ambiguous. To the extent any other response is deemed required, this request is denied.

16. Do you admit that Mr. Oberton (sic) regularly, meaning at least twice a week, visited the premises at Plaza Seven Shopping Center?

Response:

Denied.

17. Do you admit that Mr. Oberton (sic) was, as a part of his duties, required to keep you informed of observations made by him regarding tenants?

Response:

Denied.

18. Do you admit that Robert Martelli and/or B + R now perform the functions or a part thereof that Mr. Oberton (sic) once performed?

Response:

Defendant objects to this request on the grounds that it is vague, compound, and ambiguous. To the extent any other response is deemed required, this request is denied.

19. Do you admit that prior to August 9, 1993 you or your agents were aware of the following uses upon the leased premises, Exhibit "A":

- a) operation of law firm,
- b) Chinese carry-out store,
- c) hair stylist shop,
- d) a financial services store,
- e) an insurance agency,
- f) one, or more travel agencies?

Response:

- a) Admitted.
- b) Denied.
- c) Denied.
- d) Denied.
- e) Denied.
- f) Admitted.

20. Do you admit that prior to August 9, 1993 there was in your possession a current Certificate of Insurance and/or insurance policy naming you as an additional insured for the leased premises, Exhibit "A", which did not conform to the exact terms of the lease?

Response:

Defendant objects to this request on the grounds that it is vague, compound, and ambiguous. To the extent any other response is deemed required, this request is denied.

21. Do you admit that as of August 9, 1993 you had not asserted any claim for accrued late fees dating back to June of 1992?

Response:

Defendant objects to this request on the grounds that it is vague and ambiguous. Without waiving this objection, to the extent that any further response is deemed required, Defendant admits the request but states the lease by its own terms preserves a claim for any late fees due.

22. Do you admit that as of August 9, 1993 you had not asked Plaintiff for proof of regular pest control/extermination measures?

Response:

Admitted as framed but denied as to any implication Plaintiff is in any way relieved of an obligation to prove strict compliance with the terms of the lease at issue.

23. Do you admit that the lease does not specifically prohibit Plaintiff from promoting its own trade name?

Response:

Defendant objects to this request on the grounds that it exceeds the permissible scope of discovery because not calculated to lead to the discovery of admissible evidence. Without waiving this objection, to the extent any further response is deemed required, Defendant states that the lease speaks for itself, and, is therefore, the best evidence of its requirements and further that the lease prohibits Plaintiff from using and promoting a

trade name in a manner that fails to designate the location of the premises within Plaza Seven Shopping Center..

24. Do you admit that as of August 9, 1993 you had not given Plaintiff a written notice to cure any of the items listed in paragraphs #19 through 23 of this request for admissions?

Response:

Denied.

25. Do you admit that paragraph 15 of the lease entitled "Defaults" conditions the Landlord's rights to terminate the lease, Exhibit "A", upon prior written notice to cure?

Response:

Defendant objects to this request on the grounds that it exceeds the permissible scope of discovery because not calculated to lead to the discovery of admissible evidence. Without waiving this objection, to the extent any further response is deemed required, Defendant states that the lease speaks for itself, and, is therefore, the evidence of its requirements. Paragraph 15 has no force or effect where the landlord does not seek possession during original term of lease but seeks possession upon expiration of original term.

26. Do you admit that as of August 9, 1993 there were no cure notices outstanding, that is, that you had not sent prior notices which had not been cured within the time permitted or cured to your satisfaction?

Response:

Denied.

27. Do you admit that you received a notice to extend the lease, Exhibit "A", prior to October 5, 1993?

Response:

Admitted as to receipt of notice purporting to extend the lease, but denied that such notice can be given any effect under the terms of the lease.

28. Do you admit that the notice to extend was received by you:

- a) prior to August 12, 1993,
- b) prior to August 15, 1993,
- c) prior to August 20, 1993,
- d) prior to August 25, 1993,
- e) by September 1, 1993?

Response:

Defendant cannot admit or deny because after conducting reasonable inquiry, the information known or readily obtainable as of this time is insufficient to permit Defendant to admit or deny, but Defendant believes that the notice was received prior to August 25, 1993, and on that basis admits d) and e).

29. Do you admit that the first written response to the notice to extend was from your attorney Exhibit "C"?

Response:

Admitted that the first written response to the purported notice to extend was from Defendant's attorney, but denied as to any implication that the notice referenced can be given effect under the lease.

30. Do you admit that on or about October 5, 1993 you provided the attached Notice, Exhibit "D", to Plaintiff demanding a cure?

Response:

Admitted.

31. Do you admit that you received correspondence from Plaintiff's counsel advising you as therein stated, two letters, dated October 5, 1994 and the other October 13, 1994), Exhibit "E"?

Response:

Admitted.

32. Do you admit that Plaintiff filed an Unlawful Detainer on October 13, 1993 to gain possession of the premises subject of your notice of default, Exhibit "D", to-wit: the premises occupied by a law firm?

Response:

Based upon Plaintiff's document production, Defendant admits.

33. Do you admit that your letters of October 5, 1993, Exhibit "D" did not have an amount to pay to cure default therein alleged?

Response:

Admitted that the letters did not specify an amount, but deny any implication that the Plaintiff did not have sufficient information to determine the amount necessary to cure.

34. Do you admit that between October 5, 1993 and December 20, 1993, on more than one occasion, you were requested to specify the amount you claimed due in your letter of default, Exhibit "D".

Response:

Admitted.

35. Do you admit that your first specific demand for payment including an amount was your letter of December 20, 1993, Exhibit "G"?

Response:

Denied as to the full term of the lease, but admitted as to the period after October 5, 1993.

36. Do you admit that you received payment within 7 days of the December 20, 1993 letter?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily available to Defendant is insufficient to enable it to admit or deny.

37. Do you admit that you, in your December 20, 1993 letter, incorrectly demanded more than that (sic) was due and subsequently retracted your demand, returned all checks uncashed, and demanded a new and lesser amount?

Response:

Admitted as to that portion of the request which states "returned all checks uncashed, all demanded a new and lesser amount" and denied as to the rest of the request.

38. Do you admit that the lesser sum as demanded was paid within 7 days of your new demand?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily available to Defendant is insufficient to enable it to admit or deny.

39. Do you admit that an Unlawful Detainer action against the Subtenant practicing law was successfully prosecuted and that possession of the premises was gained by court order in December, 1993.

Response:

Admitted.

40. Do you admit that as of January 3, 1994 that:

- a) all funds demanded by your letter of October 5, 1993, Exhibit "D", as amplified by your letter of December 20, 1993, Exhibit "G" were paid within 7 days of December 20, 1993?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily available to Defendant is insufficient to enable it to admit or deny.

- b) by January 3, 1994 there were no late fees outstanding for which a cure notice had been given?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily

available to Defendant is insufficient to enable it to admit or deny.

- c) as of January 3, 1994 the law firm usage of the premises, as complained of by you in your letter of October 5, 1994, Exhibit "D", was ended?

Response:

Admitted.

- d) there were no other notices to cure or quit outstanding on January 3, 1994?

Response:

Denied.

41. Do you admit that paragraph #26 of the lease is applicable to any delay in curing an unauthorized use, where an Unlawful Detainer is required to be filed to gain possession of a non-compliant Subtenant?

Response:

Denied.

42. Do you admit receiving the letter dated December 1, 1993, marked Exhibit "F"?

Response:

Admitted.

43. Do you admit that you have not specifically ever responded to that letter?

Response:

Denied.

44. Do you admit that your letter of December 20, 1993, Exhibit "G" is a new notice to quit?

Response:

Defendant objects to this request on the grounds that it is vague, compound, and ambiguous. To the extent any other response is deemed required, this request is denied.

45. Do you admit receiving the letter dated January 3, 1994, marked as Exhibit "H" by January 15, 1994?

Response:

The Defendant can neither admit nor deny. Defendant has made reasonable inquiry and the information known or readily available to Defendant is insufficient to enable it to admit or deny.

46. Do you admit that your lawyer received the letter dated January 27 1994, Exhibit "I"?

Response:

Admitted.

47. Do you admit that by February 17, 1994 you had not responded in writing to the letter, Exhibit "H"?

Response:

Admitted that there was no letter which specifically references Exhibit H, but denied as to any implication that the landlord had not previously stated its position.

48. Do you admit receiving the letter dated March 9, 1994, Exhibit "J"?

Response:

Admitted.

49. Do you admit that you believe that you have no duty under the lease to notice the Plaintiff of defaults and give them an opportunity to cure before you can terminate the lease?

Response:

Defendant objects to this request on the grounds that it exceeds the permissible scope of discovery because not calculated to lead to the discovery of admissible evidence. Without waiving this objection, to the extent any further response is deemed required, Defendant states that the lease speaks for itself, and, is therefore, the best evidence of its requirements where the landlord seeks possession of the premises upon expiration of the original term of the lease, and, further, that no notice is required unless termination is sought before the end of the term.

50. Do you admit that you were aware of one or more defaults under the lease for which, as of the date below specified, you had not given notice of default and opportunity to cure:

- a) August 9, 1993,
- b) December 1, 1993,
- c) January 3, 1994,
- d) March 9, 1994.

Response:

Admitted.

51. Do you admit that pursuant to paragraph 20 of the lease, that failure to complain of a specific requirement of the lease when the non-compliance is known by the Defendant is a waiver of that requirement until complained of to the Plaintiff?

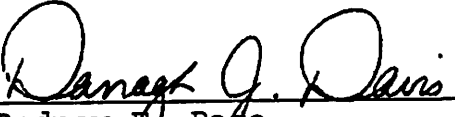
Response:

Denied.

CAPITAL COMMERCIAL PROPERTIES, INC.
By Counsel

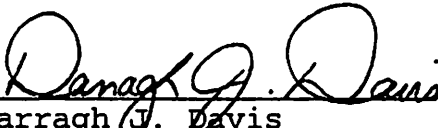
ARENT FOX KINTNER PLOTKIN
& KAHN
1050 Connecticut Avenue, N.W.
Washington, D.C. 20036-5339
(202) 857-6000

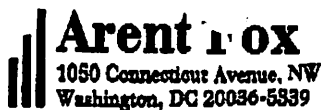
By:


Rodney F. Page
Darragh J. Davis
Brian D. Sullivan
Counsel for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing Defendant's Responses to Plaintiff's First Set of Requests for Admissions was hand delivered, this 15th day of July, 1994, to George H. Ragland, Jr., Ragland & Kawamoto, P.C., 609 Park Avenue, Falls Church, VA 22046-3273.


Darragh J. Davis



Darragh J. Davis
Tel: 202/857-6293
Fax: 202/857-6895

June 26, 1994

VIA TELECOPY

George H. Ragland, Jr., Esquire
Ragland & Kawamoto, P.C.
609 Park Avenue
Falls Church, VA 22046-3273

Re: Notice of Default on Unauthorized Uses
Dated May 20, 1994

Dear George:

This letter responds to yours of May 31, 1994 in which you assert that Capital Commercial Properties has had on-site management for the entire tenure of the 22,020 square foot lease. That statement is inaccurate. In addition the statement that Mr. Ebenstein "comes by here and . . . personally . . . visited the site often" is also inaccurate.

We agree with your statement that the uses being made of the space were evident from day one -- particularly to your client who executed subleases and was in the best position to know the existence of prohibited uses from day one and thereafter.

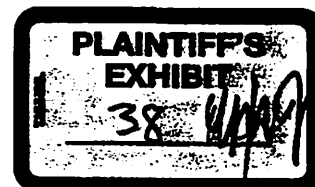
We reiterate there is no obligation in the lease for the landlord to be any more specific than it has already been regarding these unauthorized uses. The landlord intends to assert all its rights under the lease and default notice relating to the unauthorized uses, i.e., travel services/agencies, financial services establishment, hair stylist, and Chinese carry-out and/or restaurant. The Landlord denies the Tenant's request (made only following receipt of the default notice) to amend the lease to permit the uses.

Sincerely,

Darragh Davis
Darragh J. Davis

cc: Mr. Norman Ebenstein
Rodney F. Page, Esq.

502



Arent Fox Kintner Plotkin & Kahn • Washington, DC
New York, NY • Vienna, VA • Bethesda, MD • Budapest, Hungary

LAW OFFICES
RAGLAND AND KAWAMOTO, P.C.
609 PARK AVENUE
FALLS CHURCH, VIRGINIA 22046-3273
(703) 241-5573

GEORGE H. RAGLAND, JR.
CRAIG A. KAWAMOTO
MARY ELLEN SLUGG

FAX NUMBER
(703) 237 1256

May 31, 1994

VIA CERTIFIED MAIL
RETURN-RECEIPT REQUESTED
P 012 570 808

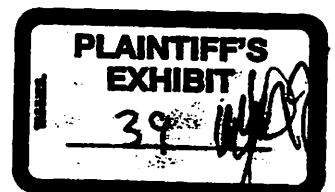
Capital Commercial Properties, Inc.
7188 Queensferry Circle
Boca Raton, Florida 33496
Attention: Norman Ebenstein
Chairman of the Board

Re: Your Notices of Default from your attorney Mr. Bloch,
for violation of the use provisions and your notice
(copies of each letter attached)

Dear Mr. Ebenstein:

I write you today in a further attempt to resolve one of the notices which you have given to us. We disagree with your position that the uses contained in your most recent notice, copy attached, are precluded by the lease. This is especially so, since you have had on site management for the entire tenure of this 10 year lease. You regularly came by here and you personally have visited the site often. The uses were evident to anyone who cared to see from day one. We believe, as do all of the sub-tenants who intend to fight us on the Unlawful Detainers, that you, the Master Landlord, are estopped from enforcing any claimed usage which has been of long standing origin.

We feel that we may well lose the Unlawful Detainer actions that we have now filed against any person alleged by you to be violating the Master Lease. Obviously, if we lose it, there will be a court determination saying that you're estopped. Another way to go, which is probably more plausible for all concerned is for you to authorize the uses which you say are currently prohibited. We therefore, seek clarification of the existing lease to add the specific things that you now say are precluded. That is, travel

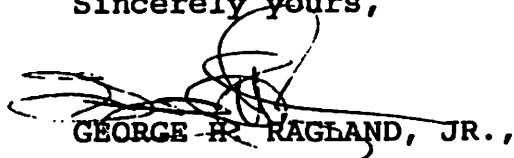


Page 2 of 2
Norman Ebenstein
May 31, 1994

services, financial services, hair styling and Chinese carry-out and/or Chinese restaurant.

Your prompt response to this letter, obviously after consulting with appropriate counsel, is hereby requested.

Sincerely yours,



GEORGE H. RAGLAND, JR.,

GHR/ss

Enclosures

cc: Gioan Nguyen
(via facsimile) Darragh J. Davis, Esquire

P 012 570 808



**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

| | |
|---|--------|
| Sent to | |
| Capital Commercial Prop | |
| 7188 Queensferry Circle | |
| Boca Raton, FL 33496 | |
| Postage | \$ 29 |
| Certified Fee | 1.00 |
| Special Delivery Fee | |
| Restricted Delivery Fee | |
| Return Receipt Showing to Whom & Date Delivered | 1.00 |
| Return Receipt Showing to Whom, Date, and Addressee's Address | |
| TOTAL Postage & Fees | \$ 229 |
| Postmark or Date | |
| 6/1/94 | |

PS Form 3800, June 1991

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Capital Commercial Prop
7188 Queensferry Circle
Boca Raton, FL 33496
Attn: Norman Ekensten

4a. Article Number

012 570 808

4b. Service Type

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☒ Return Receipt for Merchandise

7. Date of Delivery

6-4-94

5. Signature (Addressee)

Monique Malone

6. Signature (Agent)

8. Addressee's Address (Only if requested and fee is paid)

Is your RETURN ADDRESS completed on the reverse side?

Thank you for using Return Receipt Service.

PS Form 3817, December 1991 U.S. GPO: 1993-352-714

DOMESTIC RETURN RECEIPT