

THIRD ADDENDUM TO LEASE AGREEMENT

THIS THIRD ADDENDUM TO AGREEMENT OF LEASE ("Third Addendum") is made this 25 day of February, 2015, by and between OAK HILLS PROPERTY ASSOCIATES, LLC, a Delaware limited liability company ("Landlord"), as successor in interest to Oak Hills Company ("Original Landlord"), and HYO SOON SUH, an individual, DAE SUK SUH, an individual, and DOMO, INC., a Virginia corporation d/b/a KANPAI RESTAURANT (jointly and severally, collectively, "Tenant"), as successor in interest to Hyo Jin Yoo and You Sun Seo (collectively, "Original Tenant").

WITNESSETH:

WHEREAS, by that certain Agreement of Lease dated as of February 25, 2002 (the "Original Lease"), Original Landlord leased to Original Tenant, and Original Tenant leased from Original Landlord, certain premises comprising 1,983 square feet of rentable area (the "Leased Premises"), on the first (1st) floor of the building located at 1401 Wilson Boulevard, Arlington, Virginia (the "Building"), upon the terms and conditions set forth in the Original Lease;

WHEREAS, by that certain Addendum and Assignment of Lease dated May 18, 2005 (the "First Addendum") (i) all of the right, title and interest of Original Tenant in the Lease was assigned to Tenant, and (ii) Original Landlord and Tenant agreed to extend the term of the Original Lease for a period that is scheduled to expire on April 30, 2015, upon the terms and conditions more particularly set forth therein;

WHEREAS, all of the right, title and interest of Original Landlord in the Building was transferred to Landlord, and all of the right, title and interest of Original Landlord in the Original Lease was assigned to Landlord;

WHEREAS, by that certain Second Addendum to Agreement of Lease dated December 15, 2011 (the "Second Addendum"), Landlord and Tenant agreed to extend the term of the Original Lease for a period of one (1) year and one (1) month such that the term of the Original Lease is scheduled to expire on May 31, 2016, upon the terms and conditions more particularly set forth herein;

WHEREAS, the Original Lease, the First Addendum and the Second Addendum are hereinafter collectively referred to as the "Lease";

WHEREAS, (i) Tenant is in arrears in the payment of Annual Rental and utilities charges which are due and payable by Tenant under the Lease, and (ii) Tenant has requested, and Landlord has agreed, to a restructuring of the amount of Annual Rental which is due and payable by Tenant under the Lease; and

WHEREAS, Landlord and Tenant wish to amend the Lease to reflect the parties' understanding and agreement with respect to the restructuring of the Annual Rental, which is due and payable by Tenant under the Lease, upon the terms and conditions set forth in this Third Addendum, and to revise and modify the Lease accordingly, as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant do hereby agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Lease.

2. Paragraph 3.2 of the Lease (captioned "Annual Rental"), as amended by Paragraph 2 of the First Addendum and as further amended by Paragraph 3 of the Second Addendum, is hereby further amended by adding the following language to the end thereof:

"Notwithstanding the foregoing or anything to the contrary contained in this Lease, as amended, commencing on the effective date of that certain Third Addendum to Agreement of Lease (the 'Third Addendum Effective Date') and continuing thereafter through and including the expiration or early termination of the term of this Lease (the 'Reduced Rent Period'), each installment of Annual Rental shall be reduced such that:

(a) during the Reduced Rent Period Tenant shall pay to Landlord Annual Rental in the following amounts:

<u>Time Period</u>	<u>Rate of Annual Rental</u>	<u>Rate of Monthly Installments of Annual Rental</u>
Third Addendum Effective Date-4/30/2015	\$42,699.37	\$3,558.28
5/1/15-4/30/16	\$43,980.35	\$3,665.03
5/1/16-5/31/16	\$43,980.35	\$3,665.03

and,

(b) the aggregate amount of such reduction shall be hereinafter referred to as the 'Reduced Rent Allowance'; provided, however, that (i) Tenant shall remain obligated during the Reduced Rent Period to perform all of Tenant's obligations under this Lease except as expressly aforesaid (including, but not limited to, the payment of all utilities charges and all other amounts coming due under the Lease), and (ii) in the event of any breach or default of the Lease by Tenant, the entire amount of the Reduced Rent Allowance which would have otherwise been due and payable under this Lease during the Reduced Rent Period in the absence of the Reduced Rent Allowance shall immediately become due and payable and any remaining Reduced Rent Allowance hereunder shall be of no force or effect.

The Annual Rental and any other monies due under this Lease shall be payable without set-off, deduction, or demand, on the first day of each calendar month during the term of this Lease.”

3. Landlord and Tenant acknowledge and agree that as of the effective date hereof, Tenant owes Landlord certain Annual Rental and utilities charges under the Lease in the amount of Nineteen Thousand Seven Hundred Eighty-Nine and 44/100 Dollars (\$19,789.44) (the “Arrearage”), which Arrearage does not include the late fees, interest and attorneys’ fees which are due to Landlord from Tenant on account of Tenant’s defaults under the Lease (the “Additional Arrearage”).

4. Simultaneously with the execution of this Third Addendum, the security deposit which Landlord is currently holding pursuant to Paragraph 16 of the Lease (the “Security Deposit”) in the amount of Five Thousand Dollars (\$5,000.00) shall be applied to the Arrearage, such that the Landlord shall no longer hold a Security Deposit pursuant to Paragraph 16 of the Lease for the remainder of the term of the Lease, and notwithstanding anything to the contrary contained in the Lease, Landlord shall have no obligation to return any portion of the Security Deposit to Tenant following the expiration or earlier termination of the term of the Lease.

5. Notwithstanding anything contained in the Lease to the contrary, if Tenant fails to timely perform any of its obligations under this Third Addendum, time being of the essence in the performance of each and every obligation of Tenant, then an amount equal to the Arrearage, the Additional Arrearage and the Reduced Rent Allowance shall immediately become due and payable and Tenant shall pay a late charge equal to ten percent (10%) of any past due amounts, and any such amounts which are not paid by Tenant when due and payable hereunder shall bear interest at the rate of eighteen percent (18%) per annum accruing from the date such amount becomes due and payable through the date of full payment thereof.

6. Notwithstanding anything contained in the Lease to the contrary, and notwithstanding any other written or oral agreement that may have been entered into between Tenant and any affiliate of Landlord or any operator of the parking facilities serving the Building, Tenant hereby understands and agrees that as of the effective date hereof, neither Tenant nor any of Tenant’s agents, employees or invitees shall have the right to use the surface parking lot located at the Building for the remainder of the term of the Lease. Any violation of this Paragraph 6 will constitute an event of default under the Lease for which no notice or cure period shall be applicable.

7. Landlord and Tenant each represents and warrants to the other that neither of them has employed any broker in procuring or carrying on any negotiations relating to this Third Addendum. Landlord and Tenant shall indemnify and hold each other harmless from any loss, claim or damage, including, but not limited to, all court costs and reasonable attorneys’ fees, relating to the breach of the foregoing representation and warranty.

8. Except as expressly modified by this Third Addendum, all terms and provisions of the Lease shall remain in full force and effect.

9. Landlord and Tenant represent and warrant to each other that the person signing this Third Addendum on its behalf has the requisite authority and power to execute this Third Addendum and to thereby bind the party on whose behalf it is being signed.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Third Addendum to Lease Agreement as of the day and year first hereinabove written.

WITNESS:

By: Katie Reeler

WITNESS:

By: _____
Name: Jeany Embler
Title: _____

WITNESS:

By: _____

WITNESS:

By: _____

LANDLORD:

OAK HILLS PROPERTY ASSOCIATES, LLC, a
Delaware limited liability company

By: _____
Timothy Helmig
Vice President

TENANT:

DOMO, INC., a Virginia corporation d/b/a
KANPAI RESTAURANT

By: _____
Name: HYO SOON SUH
Title: President

TENANT:

By: _____
HYO SOON SUH, individually

TENANT:

By: _____
BAE SUK SUH, individually