IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division

TAPHOUSE MANAGEMENT LLC 1250 Half Street, SE, Washington, DC 20003 and **CHERRY SWEETS BALLPARK DC LLC** 1250 Half Street, SE, Washington, DC 20003 *Plaintiffs,* v. **HALF STREET RESIDENTIAL PJV, LLC** 1508 U Street, NW Washington, DC 20009 SERVE: Corporation Service Company 1156 15TH Street, NW Suite 605 Washington, DC 20037 and, **THE JAIR LYNCH COMPANIES, INC.** 1400 16TH NW Suite 430 Washington, DC 20036 SERVE: Corporation Service Company 1156 15TH Street, NW Suite 605 Washington, DC 20037 *Defendants*.	*	Civil Action No. _____ **JURY DEMAND**

COMPLAINT

COMES NOW, Plaintiffs Taphouse Management LLC and Cherry Sweets Ballpark DC LLC, by and through undersigned counsel RLG Law, file their Complaint against Defendants Half Street Residential PJV, LLC and The Jair Lynch Companies, Inc., and in support thereof states upon information and belief as follows:

INTRODUCTION

1. This action arises from Defendants' development, leasing, ownership, management, operation, and continued enforcement of commercial leases for ground-floor hospitality premises at 1250 Half Street, S.E., Washington, D.C., within the mixed-use development adjacent to Nationals Park known as The Kelvin. Plaintiffs invested substantial capital, executed long-term commercial leases, constructed and operated Tap99 and Kilwins, hired employees, purchased specialized equipment, and committed themselves to the Project in reliance upon Defendants' representations and obligations concerning the suitability of the premises and the landlord-controlled base-building systems necessary for restaurant and food-service operations.

2. Instead, Plaintiffs were delivered and required to operate commercial premises dependent upon critical base-building mechanical, utility, condenser-water, water-supply, exterior, and building-envelope systems that repeatedly failed to function within required operating ranges. Over the course of their tenancy, Plaintiffs experienced recurring failures and abnormal operation of the landlord-controlled condenser-water system, including excessive condenser-water temperatures during cooling conditions, inadequate condenser-water temperatures during heating conditions, repeated pump-related failures, abnormal BTU and utility charges, repeated service calls, equipment stress and damage, product loss, business interruption, water intrusion, water

discharge onto outdoor seating, recurring pest and exterior-area conditions, and other building-related conditions that materially interfered with the operation of both businesses.

3. These were not isolated maintenance issues or ordinary failures of Plaintiffs' tenant-owned equipment. The available engineering and operational record shows that the recurring conditions involved landlord-controlled base-building systems, including the condenser-water loop, cooling towers, building condenser-water distribution pumps, water-to-water heat exchanger, BTU metering and billing infrastructure, utility-billing data and calculations, common-area infrastructure, Building Automation System,, and related mechanical infrastructure serving Plaintiffs' leased premises and other commercial tenants within the Project and under Landlord's control or coordination (collectively referred to as the "Landlord-Controlled Systems").

4. As operational failures continued, Plaintiffs repeatedly notified Defendants and their property-management representatives of these conditions, documented abnormal temperatures and service events, retained contractors and engineers, incurred substantial repair and diagnostic expenses, participated in inspections, produced requested information, and cooperated with Defendants' investigation. Defendants and their representatives, in turn, acknowledged the complaints, engaged building engineers and consultants, worked with Conservice concerning BTU and utility billing issues, represented that analyses and reports were underway, requested additional tenant equipment information and cut sheets, and repeatedly stated that the issues were under review.

5. At the same time, Plaintiffs repeatedly requested the very information necessary to evaluate the cause, duration, and financial impact of the system failures, including historical condenser-water logs, BAS trend data, Conservice calculations, BTU meter information, engineering analyses, and reports concerning the Commercial Condenser Water Plant. Defendants

and their representatives promised transparency and represented that information would be shared when analyses were complete, but later withheld or delayed production of material information, including by characterizing certain logs and data as "ownership information" being used for the mechanical engineer's review and forthcoming report.

6. Despite this ongoing investigation, the acknowledged need to review system operation and billing methodology, and Plaintiffs' repeated requests for the underlying data, Defendants continued to bill Plaintiffs for disputed utility consumption allegedly generated by defective base-building systems, continued to demand payment of rent and other charges, issued notices of default and/or pursued enforcement remedies, and exposed Plaintiffs and their guarantors to substantial financial liability. Defendants did so while withholding or delaying material building data, engineering findings, billing calculations, and operational information necessary for Plaintiffs to evaluate their rights, obligations, damages, and available remedies.

7. Independent engineering analysis, contractor service records, condenser-water logs, temperature screenshots, utility data, and Defendants' own communications ultimately documented a pattern of recurring failures involving the landlord-controlled mechanical systems. Among other things, the evidence shows condenser-water temperatures outside acceptable operating ranges, including readings reported as high as 120°F; repeated malfunction or non-operation of building condenser-water distribution pumps; BTU and utility billing issues requiring Conservice review; engineering concerns involving the design and installation of the water-to-water heat exchanger; and repair work at the heat exchanger that was described to Plaintiffs as routine preventative maintenance but that, according to Plaintiffs' engineer, was consistent with corrective work to address a defect or worn/faulty equipment. Representative service and temperature records include, among other things, Fidelity Mechanical Services records

documenting WSHP water entering Kilwins at approximately 120°F during a no-A/C event, cooling-tower or loop pump issues affecting heating and cooling, and incoming temperature records showing materially low, unstable, or erratic water temperatures at Tap99 and Kilwins during late 2025 and early 2026.

8. Defendants possessed materially greater knowledge and access than Plaintiffs concerning the design, construction, configuration, operation, maintenance, investigation, and condition of the Landlord-Controlled Systems. That superior access included original base-building construction documents, cooling tower and condenser-water logs, BAS trend data, BTU meter and Conservice billing information, building-engineer analyses, Salas O'Brien review materials, repair information concerning the water-to-water heat exchanger, and other operational data concerning systems outside Plaintiffs' ownership or control. Defendants nevertheless failed to fully and timely disclose that information while continuing to demand payment and enforce lease obligations based on premises and systems that were not operating as represented or required.

9. By the time the full scope of the mechanical failures and billing issues became apparent, Plaintiffs had invested millions of dollars in lease obligations, tenant improvements, equipment, inventory, personnel, branding, and business operations. Plaintiffs also incurred substantial additional costs for service calls, diagnostics, emergency repairs, replacement parts, HVAC and water-supply conditions, product loss, utility charges, and operational disruptions while attempting to keep both businesses operating in reliance upon Defendants' representations that the issues were being investigated, would be corrected, or would be reconciled. Rather than receiving the benefit of the commercial premises and building systems promised under the leases, Plaintiffs were forced to absorb the consequences of failures in systems outside their ownership or control while Defendants continued to demand payment and withhold material information.

10. Plaintiffs bring this action to recover damages and obtain equitable and declaratory relief arising from Defendants' fraudulent concealment and nondisclosure of material building-system information, breach of lease obligations, failure to maintain Landlord-Controlled Systems, improper utility billing and accounting practices, interference with Plaintiffs' use and enjoyment of the premises, and continued enforcement efforts, including the issuance of a notice of default and the filing of landlord-tenant actions, while Defendants possessed and withheld material information concerning the condition, operation, and billing of the very systems upon which Plaintiffs' businesses depended.

PARTIES

11. Plaintiff Taphouse Management LLC ("Taphouse") is a District of Columbia limited liability company that, at all times relevant herein, owned and operated Tap99, a restaurant, bar, and hospitality business located within the mixed-use development known as 1250 Half Street, S.E., Washington, D.C. (the "Project"). Taphouse entered into a written commercial lease with Defendant Half Street Residential PJV, LLC for the operation of its business and invested substantial capital into the construction, improvement, furnishing, equipping, staffing, and operation of the leased premises.

12. Plaintiff Cherry Sweets Ballpark DC LLC ("Cherry Sweets") is a District of Columbia limited liability company that, at all times relevant herein, owned and operated a Kilwins franchise within the Project pursuant to a written commercial lease with Defendant Half Street Residential PJV, LLC. Cherry Sweets similarly invested substantial capital into the construction, improvement, furnishing, equipping, staffing, and operation of its leased premises.

13. Defendant Half Street Residential PJV, LLC ("Landlord") is a Delaware limited liability company authorized to transact business in the District of Columbia. At all relevant times,

Landlord owned the Project, served as Plaintiffs' landlord, entered into the Taphouse and Cherry Sweets leases, billed Plaintiffs for rent, additional rent, utilities, operating expenses, and other charges, and pursued enforcement of the leases, including through a notice of default and landlord-tenant proceedings.

14. At all relevant times, Landlord owned, controlled, maintained, monitored, operated, or was responsible for the Landlord-Controlled Systems serving Plaintiffs' premises, including the condenser-water loop, cooling towers, building condenser-water distribution pumps, water-to-water heat exchanger, BTU metering and billing infrastructure, Building Automation System, common-area infrastructure, and other mechanical, utility, and building systems described herein. Those systems were outside Plaintiffs' ownership and control and served multiple commercial tenant spaces within the Project.

15. Defendant The Jair Lynch Companies, Inc. ("Jair Lynch" or "Developer") is a District of Columbia corporation with its principal place of business in Washington, D.C. At all relevant times, Jair Lynch representatives participated in the development, design, construction, leasing, ownership-level oversight, engineering review, property-management direction, investigation, and decision-making concerning the Project and the base-building systems giving rise to this action. Jair Lynch representatives were included in and/or participated in communications concerning Plaintiffs' complaints, condenser-water and utility issues, engineering review, requested logs and data, Conservice billing issues, rent demands, lease-work-letter issues, and proposed ownership-level resolution.

16. In connection with the matters alleged herein, Defendants acted directly and through their property managers, building engineers, consultants, utility billing vendors, contractors, counsel, representatives, and other authorized agents, including Bozzuto and it

representatives involved in the operation, monitoring, investigation, billing, and repair of the Project's base-building systems. The acts, omissions, knowledge, communications, and representations of those agents and representatives were undertaken within the course and scope of their authority and are attributable to Defendants.

17. Where this Complaint refers to "Defendants" collectively, Plaintiffs allege that the referenced conduct was undertaken by one or more Defendants directly, by their agents or representatives, or through coordinated ownership, development, management, engineering, billing, or enforcement activity concerning the Project. Where conduct is attributable only to a specific Defendant, Plaintiffs identify that Defendant separately.

JURISDICTION AND VENUE

18. This Court has subject matter jurisdiction pursuant to D.C. Code § 11-921(a) because this is a civil action at law and in equity seeking damages, declaratory relief, equitable accounting, and other relief within the general jurisdiction of the Superior Court of the District of Columbia.

19. This Court has personal jurisdiction over Defendants pursuant to D.C. Code § 13-423(a)(1), (3), and (4) because Defendants transacted business in the District of Columbia, contracted to supply services and property in the District of Columbia, owned, developed, leased, managed, operated, and/or controlled commercial real property and building systems located in the District of Columbia, and committed acts and omissions in the District of Columbia giving rise to Plaintiffs' claims.

20. Venue is proper in this Court because the commercial real property at issue is located in the District of Columbia; the leases were negotiated, executed, and/or performed in the District of Columbia; Plaintiffs' businesses operated in the District of Columbia; Defendants' acts

and omissions occurred in or were directed to the District of Columbia; and the injuries alleged herein occurred in the District of Columbia.

21. The amount in controversy exceeds any applicable jurisdictional threshold. Plaintiffs seek compensatory damages, consequential damages, restitution, credits, offsets, declaratory relief, equitable accounting, injunctive and equitable relief where appropriate, punitive damages where permitted by law, attorneys' fees where authorized by contract or law, pre-judgment and post-judgment interest, costs, and such other and further relief as the Court deems just and proper.

FACTUAL BACKGROUND

A. The Half Street Development and Defendants' Control of Base-Building Systems

22. The Project is a mixed-use residential, retail, restaurant, entertainment, and hospitality development located at 1250 Half Street, S.E., Washington, D.C. 20003, adjacent to Nationals Park in the Capitol Riverfront/Navy Yard area.

23. The Project includes residential units above ground-floor commercial spaces intended for retail, restaurant, food-service, entertainment, and hospitality uses. Plaintiffs' Tap99 and Kilwins businesses occupied ground-floor commercial premises within the Project.

24. Landlord owned the Project and entered into separate commercial leases with Plaintiffs for the Tap99 and Kilwins premises. Jair Lynch participated in the development, design, construction, leasing, ownership-level oversight, engineering review, and decision-making concerning the Project and the base-building systems serving the commercial spaces.

25. The commercial spaces within the Project depended upon centralized Landlord-Controlled Systems that were designed, constructed, owned, operated, maintained, monitored, or controlled by Landlord and/or Defendants' agents and representatives.

26. The condenser-water system serving the commercial tenant spaces included an open water loop on the plant side, a closed water loop on the building side, cooling towers and pumps, a water-to-water heat exchanger separating the open and closed loops, and distribution pumps and piping circulating condenser water to water-source heat pumps located in tenant spaces.

27. Plaintiffs did not design, construct, own, operate, control, or have independent access to the Project's centralized base-building systems, historical condenser-water logs, BAS trend data, building engineer analyses, Conservice calculations, original base-building construction documents, or meter-level billing date. Without disclosure or reconciliation, from the Defendants, Plaintiffs' could not independently determine whether recurring failures and charges originated in tenant-owned equipment or in the Landlord-Controlled Systems.

B. Plaintiffs Business, Leases and Tenant Investment

28. Taphouse was formed for the purpose of developing, constructing, and operating Tap99, a full-service restaurant, bar, and hospitality venue intended to serve residents, visitors, baseball patrons, and customers in the Capitol Riverfront/Navy Yard area.

29. Cherry Sweets was formed for the purpose of developing and operating a Kilwins franchise within the Project, offering chocolates, confectionery products, desserts, beverages, and other food-service offerings requiring dependable refrigeration, heating, cooling, and utility services.

30. Before opening, Plaintiffs invested substantial capital in tenant improvements, architectural and engineering work, specialized restaurant and refrigeration equipment, water-source heat pump equipment, kitchen facilities, furniture, fixtures, signage, technology systems, inventory, branding, licenses, permits, professional fees, personnel, and other expenditures necessary to construct and operate the businesses.

31. Plaintiffs also undertook long-term lease obligations and ongoing obligations for rent, additional rent, utilities, payroll, inventory, repairs, maintenance, insurance, taxes, operating expenses, and other costs associated with operating restaurant and food-service businesses.

32. Plaintiffs' businesses depended upon the proper operation of base-building systems outside their control, including the condenser-water system, cooling towers, pumps, heat exchanger, BAS, BTU metering infrastructure, and other Landlord-Controlled Systems necessary to support heating, cooling, refrigeration, and ordinary commercial occupancy.

33. Plaintiffs entered into the leases and continued operating their businesses in reliance upon Defendants' representations, contractual obligations, and superior control over the Project's base-building infrastructure and the information necessary to evaluate its condition, performance, and billing.

C. Lease Allocation of Landlord Controlled Systems and Tenant Equipment

34. The parties' relationship was governed by separate written commercial leases for the Tap99 and Kilwins premises, together with amendments, exhibits, construction documents, and related agreements. True and correct copies of the Tap99 Lease and Kilwins Lease are attached hereto and incorporated by reference at **Exhibit A** and **Exhibit B,** respectively.

35. The leases and incorporated construction documents distinguished work and systems to be provided by Landlord from work and equipment to be provided by Plaintiffs as part of their tenant improvements.

36. As part of the landlord-controlled base-building infrastructure, Landlord was responsible for providing and maintaining systems serving the commercial premises, including the base-building mechanical systems and condenser-water infrastructure required for tenant water-source heat pump equipment to operate properly.

37. Plaintiffs, in turn, furnished and installed tenant-side interior equipment, including water-source heat pumps and related equipment designed to operate using the condenser-water infrastructure supplied through the Project's Landlord-Controlled Systems.

38. The proper operation of Plaintiffs' tenant equipment depended upon the proper operation of the landlord-controlled condenser-water system. When the building condenser-water distribution pumps did not operate, condenser water did not properly circulate through the system, causing abnormal water temperatures and preventing Plaintiffs' water-source heat pumps from satisfying space-temperature requirements.

39. Accordingly, the leases contemplated interdependent systems: landlord-controlled base-building mechanical and condenser-water infrastructure, and tenant-side equipment designed to operate in conjunction with that infrastructure. Plaintiffs' tenant equipment could not perform as intended if the landlord-controlled condenser-water system failed to maintain proper circulation and operating temperatures.

D. Lease Negotiations, Landlord Work, and Approval of Tenant Mechanical Equipment

40. The leases and related work-letter negotiations were not limited to rent and square footage. They included detailed discussions concerning the design, configuration, buildout, shared facilities, signage, demising work, storefront conditions, mechanical systems, and allocation of responsibilities between Landlord and Plaintiff.

41. During lease negotiations, Jair Lynch representatives directly participated in communications with Plaintiffs concerning the leases, work letters, space configuration, shared facilities, BOMA calculations, storefront conditions, signage, mezzanine approval, and landlord work. Those communications reflected that Jair Lynch and Landlord were actively involved in design and business-term decisions affecting the commercial premises before lease execution.

42. In an October 2, 2019, communication memorializing lease and design issues, Jair Lynch's representative stated that, "[p]er the work letter, the Landlord is responsible for demising the space and providing the indoor HVAC units tied to the building wide condenser loop." The same communication further stated that, for efficiency in design, permitting, and construction, Landlord and tenant agreed that those items would be included in tenant work plans and installed by tenant's contractor, with Landlord reimbursing the costs.

43. Accordingly, the later presence of tenant-installed water-source heat pump units within Plaintiffs' spaces did not make the underlying condenser-water infrastructure, building-wide condenser loop, or base-building mechanical configuration Plaintiffs' responsibility. Plaintiffs' equipment was installed as part of a coordinated buildout process involving Landlord and Jair Lynch review, approval, and reimbursement obligations.

44. Plaintiffs submitted their plans and equipment selections for review and approval in connection with the tenant buildout. Landlord and Jair Lynch had the opportunity and responsibility to review the proposed mechanical configuration for compatibility with the Project's base-building condenser-water system, work-letter obligations, and intended operation of the commercial spaces.

45. The distinction between tenant-side installation and landlord-controlled infrastructure is material. Plaintiffs' water-source heat pump equipment could operate properly only if the building-wide condenser-water system, cooling towers, distribution pumps, heat exchanger, and related controls supplied condenser water within proper operating ranges. Failures in those base-building systems would cause Plaintiffs' equipment to run continuously, fail to satisfy temperature setpoints, and experience abnormal stress despite proper tenant-side maintenance.

46. Defendants nevertheless later treated or characterized recurring temperature failures, equipment problems, and utility charges as tenant-side issues, while retaining superior access to the lease/work-letter history, construction documents, system logs, BAS data, engineering review, and repair information necessary to determine whether the true cause was the base-building condenser-water system.

E. Commencement of Operations and Early System Problems

47. From the beginning of operations, Plaintiffs' businesses depended upon the building-wide condenser-water system, cooling towers, distribution pumps, water-to-water heat exchanger, and related landlord-controlled infrastructure to provide condenser water within operating ranges necessary for Plaintiffs' water-source heat pump equipment, refrigeration, food-service operations, customer comfort, employee safety, and ordinary business operations.

48. Plaintiffs' reliance on those systems was not optional. Tap99 and Kilwins were hospitality and food-service businesses requiring dependable heating, cooling, refrigeration, water, utilities, and base-building services for food storage, product integrity, customer use, employee safety, and continued commercial occupancy.

49. Soon after opening, Plaintiffs began experiencing recurring operational issues involving excessive space temperatures, cooling failures, equipment strain, refrigeration and product issues, service calls, and abnormal conditions associated with the condenser-water system serving the premises.

50. As early as April 2021, Plaintiffs reported water-intrusion issues affecting the Taphouse space. On or about April 14, 2021, Plaintiffs' representative Jason Cherry advised Anthony Startt of Jair Lynch: "I am going on record that today, April 14th, we are still experiencing a water leak in the Taphouse space. The leak has reduced, but is still present." Jair Lynch then

forwarded the issue internally to project and building representatives, including Lendlease, ECS, Bozzuto, and others, stating that the space was "still getting water infiltration" and asking for next steps.

51. By July 2021, around Plaintiffs' opening, Plaintiffs begun experiencing failures with the landlord-controlled condenser-water and/or cooling-tower system serving the commercial tenant spaces. Plaintiffs provided notice of the condition to Landlord, Jair Lynch, and/or Defendants' property-management and building-system representatives.

52. The July 2021 event was significant because it placed Defendants on early notice that the building-wide condenser-water and cooling-tower infrastructure serving Plaintiffs' premises was not reliably supporting Plaintiffs' operations as contemplated by the Leases, work-letter documents, construction documents, and Defendants' representations concerning the Project.

53. Plaintiffs thereafter continued experiencing recurring system-related operational problems. Those issues did not remain isolated incidents but continued, recurred, expanded, and evolved over the course of several years despite repeated notice to Defendants, repeated contractor involvement, and multiple investigations undertaken by Defendants and their representatives.

54. Plaintiffs repeatedly reported these conditions to Landlord, Jair Lynch, and Defendants' property-management and building-system representatives. Plaintiffs also retained third-party service providers, including mechanical, HVAC, refrigeration, and water-source heat pump contractors, to diagnose, respond to, and attempt to mitigate the recurring conditions affecting the spaces.

55. Plaintiffs' contractors and service providers repeatedly responded to conditions in which Plaintiffs' equipment could not satisfy temperature requirements despite service and maintenance efforts. The recurring nature of the conditions, their relationship to condenser-water

temperature and circulation, and the later engineering review by Merton G. Harris, P.E. demonstrate that the failures were not isolated tenant-maintenance issues but were consistent with recurring deficiencies in landlord-controlled base-building systems.

56. During the early years of operation, Plaintiffs were repeatedly led to understand, expressly or by implication, that the problems were attributable to Plaintiffs' equipment, tenant-side maintenance, or ordinary service issues. Plaintiffs continued to maintain, service, and repair tenant-side equipment while the underlying base-building condenser-water system remained within Landlord's ownership, control, monitoring, and operational responsibility.

57. Over time, Plaintiffs incurred substantial service costs, repair costs, product loss, operational disruption, employee and customer impacts, and business interruption as they attempted to keep both businesses operating despite repeated failures of systems necessary for restaurant and food-service occupancy.

58. The early failures are material because they placed Landlord, Jair Lynch, and Defendants' representatives on notice that the condenser-water system and related base-building infrastructure were not reliably supporting Plaintiffs' businesses as contemplated by the Leases, work-letter negotiations, construction documents, and Defendants' representations concerning the Project.

59. The early failures also are material because Defendants possessed superior access to the base-building records, operational logs, BAS data, construction documents, building engineers, vendors, and repair information necessary to determine whether the failures originated in Plaintiffs' tenant equipment or in the landlord-controlled infrastructure serving the commercial tenant spaces.

F. *Recurring Cooling-Season Failures and High Condenser-Water Temperatures*

60. During cooling seasons after Plaintiffs commenced operations, Plaintiffs experienced recurring episodes of excessive space temperatures, cooling failures, refrigeration strain, product loss, equipment stress, and repeated service calls at Tap99 and Kilwins.

61. The recurring cooling-season failures were associated with abnormal condenser-water temperatures and circulation problems in the landlord-controlled condenser-water system serving the commercial premises. Plaintiffs documented and reported abnormal temperature conditions, retained service contractors, and repeatedly sought assistance from Landlord and Defendants' representatives.

62. Service-call records reviewed by Plaintiffs' mechanical engineer, Merton G. Harris, P.E., reflected calls for service due to excessive space temperatures within the Tap99 and Kilwins spaces. Those records documented that one or both of the building condenser-water pumps were not running and that, once the pumps were made operational, space temperatures returned to normal conditions.

63. Harris further noted that condenser-water temperatures in the piping to the Tap99 and Kilwins spaces were documented as reaching as much as 120°F. Harris explained that when the building-loop condenser-water pumps are not running, condenser water does not circulate through the piping system, leaving water stagnant in the piping.

64. Fidelity Mechanical Services records later corroborated these conditions. On or about February 26-27, Fidelity responded to a Kilwins no-A/C service call, found the space at approximately 84°F, inspected the unit, and documented that WSHP water was coming in at approximately 120°F.

65. Fidelity further documented that it spoke with the building engineer about a possible cooling-tower issue, found a loop pump not working, reset pumps and WSHPs, and that after the reset the water temperature dropped to a more desirable temperature and the space began to cool.

66. These service records directly corroborate Plaintiffs' contention that excessive space temperatures and tenant equipment strain were caused or materially affected by failures in landlord-controlled condenser-water circulation and cooling-tower or loop-pump operation, rather than by isolated tenant-side maintenance issues.

67. Under those conditions, Plaintiffs' water-source heat pump equipment continued attempting to cool the spaces and continued rejecting heat into stagnant condenser water, causing condenser-water temperatures to rise and preventing the equipment from satisfying space-temperature setpoints, particularly during peak cooling conditions.

68. Based upon his review of the record base-building construction documents, service-call summary reports, landlord condenser-water temperature logs, temperature screenshots, and other materials, Harris concluded that the cause of space temperatures exceeding normal design temperatures was the repeated malfunction of the building condenser-water distribution pumps.

69. Harris's conclusions corroborated Plaintiffs' repeated reports that the failures were not ordinary tenant-equipment issues. Rather, the failures were consistent with repeated malfunction of landlord-controlled condenser-water distribution equipment serving Plaintiffs' spaces and other commercial tenant spaces within the Project.

70. Plaintiffs repeatedly incurred costs and operational losses responding to these cooling-season failures, including contractor service charges, emergency HVAC service charges, water-source heat pump diagnostics, refrigeration and walk-in equipment service were affected by

building water-supply conditions, repairs and replacement costs, product loss, employee and customer disruption, lost sales, and business interruption.

71. The recurring cooling-season failures placed Landlord and Defendants' representatives on notice that the base-building condenser-water system was not reliably operating as required. Those failures also made the historical condenser-water logs, BAS trend data, service-call records, building-engineer analyses, and repair information material to Plaintiffs' ability to understand the cause of the failures, the amount of utility charges properly owed, and the extent of Plaintiffs' damages.

G. Utility/BTU Billing Disputes and Conservice Review

72. In addition to recurring heating and cooling failures, Plaintiffs experienced abnormal and excessive utility charges associated with the landlord-controlled condenser-water system and BTU metering infrastructure serving their premises.

73. Landlord billed Plaintiffs for utilities, condenser-water consumption, BTU charges, or related charges through methodologies and calculations that Plaintiffs could not independently verify without access to the underlying BTU meter data, meter multipliers, Conservice calculations, billing rates, condenser-water logs, BAS data, and building-system information maintained by Landlord and its agents.

74. Plaintiffs repeatedly questioned the accuracy, methodology, and basis of the utility and BTU charges assessed to Tap99 and Kilwins, including whether BTU consumption was being converted to kilowatt usage, what conversion factors were being applied, what PEPCO rate was being used, whether central plant electricity was separately included or embedded in the measured BTU charges, and whether the same closed-loop water and cooling-tower operation was being billed or allocated in a manner that overstated Plaintiffs' consumption.

75. Plaintiffs' review of Conservice-related utility billing information reflected recurring use of estimated readings, irregular or missing actual readings, and, for Kilwins, zero-reading entries and credits or adjustments. Plaintiffs contend that these billing patterns further undermined the reliability and transparency of the amounts assessed.

76. For both Tap99 and Kilwins, the utility records reflected periods in which estimated readings were used for multiple months, including periods in 2024 and 2025 when estimated charges were materially higher than many earlier actual-reading months. Plaintiffs were unable to determine whether those charges accurately reflected actual consumption without the underlying meter readings, meter photographs, multipliers, billing calculations, rates, BAS data, and building-system information controlled by Landlord and its agents.

77. Plaintiffs further contend that the use of estimated readings, zero readings, credits, and later revisions or reviews by Conservice demonstrates that the utility and BTU charges were not transparent, final, or independently verifiable when Landlord continued billing Plaintiffs, demanding payment, and later pursuing enforcement.

78. By September 2025, Plaintiffs' concerns had escalated from individual service events and isolated utility questions into a broader ownership-level dispute concerning recurring condenser-water failures, repeated contractor service history, abnormal utility charges, disputed BTU billing, and Defendants' failure to provide a transparent explanation of the building-system operation and billing methodology.

79. Plaintiffs formally requested ownership-level review and intervention because the recurring operational failures, utility charges, and lack of transparency had materially affected both businesses and could no longer be addressed through ordinary service calls or routine property-management communications.

80. Plaintiffs advised Defendants that the recurring mechanical and billing issues had persisted over multiple years, had required repeated contractor involvement, had resulted in substantial repair and operational expenses, and had impaired Plaintiffs' ability to evaluate whether the charges assessed by Landlord accurately reflected properly functioning building systems.

81. This escalation was material because Defendants were no longer merely responding to isolated maintenance requests. Defendants were on notice that Plaintiffs were asserting a systemic problem involving landlord-controlled building infrastructure, utility billing methodology, and the need for ownership-level review, disclosure, reconciliation, and relief.

82. On September 22, 2025, Mark Digby, acting on behalf of Landlord, Jair Lynch, and/or Defendants' property-management representatives, acknowledged receipt of Plaintiffs' concerns and confirmed that Defendants were actively reviewing Plaintiffs' allegations regarding the condenser-water billings.

83. Defendants advised Plaintiffs that they had already met with Conservice regarding the billing calculations, had requested revisions to those calculations, had received revised calculations from Conservice, and were conducting additional review before providing Plaintiffs with the results.

84. Defendants further advised Plaintiffs that they had begun independently photographing Plaintiffs' BTU meter readings and intended to compare those readings with Conservice's billing data to determine whether the billed utility consumption accurately reflected the actual operation of the building systems.

85. Defendants represented that they expected to complete this review by the end of September 2025 and advised Plaintiffs that the results would thereafter be shared and that, if appropriate, billing adjustments or a "true-up" would be considered.

86. Plaintiffs reasonably understood these representations to mean that Defendants were actively investigating the accuracy of the BTU and condenser-water billings, that Defendants possessed or were collecting the underlying meter and billing data necessary to evaluate the charges, and that Plaintiffs would receive the results of the review and any necessary corrections.

87. The promised September 2025 review and potential true-up were material because Landlord continued to bill Plaintiffs and demand payment while Defendants possessed and controlled the underlying BTU meter information, Conservice calculations, revised calculations, meter photographs, and billing methodology necessary to determine whether Plaintiffs had been overcharged.

88. Plaintiffs reasonably understood these representations to mean that Defendants were actively investigating the accuracy of the BTU and condenser-water billings, that Defendants possessed or were collecting the underlying meter and billing data necessary to evaluate the charges, and that Plaintiffs would receive the results of the review and any necessary corrections.

89. In November and December 2025, Defendants' representatives acknowledged that Conservice and the building engineers were reviewing the BTU billings, calculation methodology, condenser-water data, and related billing issues. Defendants represented that they were gathering and reviewing a significant amount of data, working with Conservice and building engineers, and preparing analyses or reports concerning the billing issues.

90. On or about November 25, 2025, Landlord's representative explained that Conservice converted BTU usage to kilowatts by taking meter reads, applying the BTU meter multiplier, and multiplying the difference in meter reads by a BTU-to-kWh conversion factor. Landlord's representative further stated that Conservice billed based on the PEPCO kilowatt rate

for the applicable billing period and that charges were based on each tenant's individual BTU meter.

91. Plaintiffs disputed and questioned that explanation, including because Plaintiffs paid PEPCO separately, because the condenser-water system served multiple tenants through shared base-building infrastructure, because Plaintiffs believed the charges were inconsistent with actual measured consumption, and because Plaintiffs had experienced abnormal utility charges compared to other locations and expected usage.

92. Plaintiffs identified specific utility-charge concerns and disputed amounts, including utility totals reported by Plaintiffs for Tap99 and Kilwins, and advised Landlord and Defendants' representatives that the charges appeared materially inconsistent with the underlying consumption data and the manner in which closed-loop condenser-water systems operate.

93. Plaintiffs also questioned whether estimated readings, zero readings, manual readings, meter multipliers, conversion factors, billing rates, allocation methodologies, credits, or later adjustments had resulted in inflated charges, duplicate charges, improper pass-throughs, unsupported charges, or charges not properly attributable to Plaintiffs under the Leases.

94. The utility and BTU billing issues were inseparable from the mechanical failures because improper condenser-water circulation, abnormal water temperatures, pump failures, heat-exchanger issues, and continuous tenant-equipment operation materially affected measured usage, utility charges, equipment performance, and the reasonableness of amounts billed to Plaintiffs.

95. Plaintiffs therefore repeatedly requested the underlying documents and data necessary to evaluate the charges, including Conservice calculations, BTU meter readings, meter multipliers, historical readings, manual logs, BAS data, building-engineer analyses, utility rates, and the methodology used to calculate and allocate charges.

96. Defendants did not provide Plaintiffs with a transparent, and verifiable accounting of the charges, credits, reconciliations, calculations, logs, and engineering information necessary to determine the proper amounts owed or credited. Instead, while the review remained pending and while material information remained solely in Defendants' possession, Landlord continued billing and demanding payment.

97. The disputed utility and BTU charges are a material component of Plaintiffs' damages and support Plaintiffs' claims for breach of contract, declaratory relief, equitable accounting, fraudulent concealment, negligent misrepresentation, offsets, credits, restitution, and other relief.

98. Plaintiffs reserve the right to identify the precise amount of utility overcharges, credits, true-ups, and offsets after obtaining a complete accounting of the underlying records, including Conservice calculations, actual and estimated readings, zero-reading entries, credits, meter photographs, BTU meter data, multipliers, billing rates, and allocation methodologies.

H. Plaintiffs' Request for Logs, BAS Data, Engineering Information and Transparency

99. As the mechanical failures, abnormal condenser-water temperatures, and utility disputes continued, Plaintiffs repeatedly requested the documents, logs, data, calculations, and engineering information necessary to evaluate the cause of the problems and the amounts being billed.

100. Plaintiffs requested, among other things, historical condenser-water temperature logs, manually maintained cooling-tower logs, BAS trend data, BTU meter readings, Conservice calculations, meter multipliers, utility billing rates, engineering analyses, building-system reports, service records, and documents concerning the operation, repair, and maintenance of the condenser-water system, cooling towers, pumps, and water-to-water heat exchanger.

101. Plaintiffs also requested the information being provided to or reviewed by Defendants' engineers and consultants so that Plaintiffs and their own mechanical engineer could evaluate the same data being used by Landlord and its representatives to investigate the system failures and billing issues.

102. Defendants' representatives repeatedly acknowledged Plaintiffs' requests and represented that the issues were being reviewed, that building engineers and consultants were analyzing the data, that Conservice billings and calculations were under review, and that reports or findings would be provided after the review was completed.

103. Defendants' representatives also represented that they intended to be transparent and that information would be shared when the review or report was complete. For example, on October 24, 2025, Mark Digby wrote, "[w]e plan to be total transparent. All information will be shared when the report is completed by Salas O'Brien." Plaintiffs relied upon those representations by continuing to cooperate with the review, provide requested tenant-side information, participate in inspections and discussions, and attempt to resolve the matter without litigation.

104. Plaintiffs' requests for logs and data were material because Defendants had substantially greater access to the information necessary to determine whether the repeated failures originated in Plaintiffs' tenant equipment or in the Landlord-Controlled Systems.

105. Plaintiffs' requests also were material because the same logs, BAS data, Conservice calculations, and engineering analyses were necessary to determine whether Plaintiffs had been improperly billed for utility or BTU charges, whether credits or reconciliations were owed, and whether Landlord was entitled to continue demanding full rent and other charges.

106. Plaintiffs repeatedly objected that the investigation appeared one-sided because Landlord and its representatives had access to system logs, BAS data, billing calculations, engineers, and consultants, while Plaintiffs were asked to provide information and continue paying charges without receiving the underlying materials necessary to test Defendants' explanations. On November 4, 2025, Jason Cherry wrote that Plaintiffs had "asked and asked and asked and asked" for the logs and that the lack of document transparency made it feel as though information was being hidden from them.

107. Plaintiffs also repeatedly advised Defendants that the lack of transparency was impairing Plaintiffs' ability to evaluate their rights, determine whether to continue operating, assess damages, respond to rent and utility demands, and make informed business decisions concerning Tap99 and Kilwins.

108. Despite Plaintiffs' repeated requests and Defendants' representations that information would be shared, Defendants failed to timely provide a complete and transparent production of the underlying logs, BAS data, Conservice calculations, engineering analyses, and reports necessary to evaluate the condition, operation, repair history, and billing of the Landlord-Controlled Systems.

I. October 2025 On-Site Inspection, Manual Logs, and Salas O'Brien Review

109. As Plaintiffs continued requesting the promised Conservice review, BTU meter comparison, BAS information, condenser-water data, and utility-billing analysis, Plaintiffs advised Defendants that Plaintiffs had personally observed limitations in Defendants' Building Automation System, including that historical BAS data appeared to be retained only for a limited period of time.

110. Plaintiffs further advised Defendants that Plaintiffs wished to review the underlying BAS information directly because Plaintiffs no longer had confidence that any summary or report ultimately presented by Defendants would be complete unless Plaintiffs could compare it against Plaintiffs' own photographs, temperature records, contractor observations, and independently collected data.

111. Plaintiffs specifically advised Defendants that if any BAS reports ultimately produced did not reflect the temperature spikes Plaintiffs had previously observed and photographed from Defendants' own BAS system, Plaintiffs would question whether the underlying information had been altered, omitted, overwritten, or otherwise failed to capture the historical operational conditions previously observed.

112. On or about October 8, 2025, Defendants invited Plaintiffs to attend an on-site meeting and inspection with representatives of Defendants, including ownership representatives, engineering personnel, and building management, for the stated purpose of comparing Plaintiffs' independently collected temperature information with Defendants' BAS data and continuing the investigation into the recurring condenser-water and billing issues.

113. Defendants further represented that they were willing to share Conservice information and advised Plaintiffs that Defendants had photographed BTU meter readings and were comparing those readings against Conservice's calculations in an effort to determine whether the utility billings accurately reflected the actual operation of the building systems.

114. Defendants nevertheless advised Plaintiffs that Plaintiffs' requested rent modifications remained under internal ownership review and expressly reserved all rights under the Leases while the mechanical and billing investigation continued.

115. Plaintiffs attended the October 9, 2025 on-site inspection and meeting with Defendants' representatives. During that inspection, Plaintiffs demonstrated the location of independently installed temperature loggers, discussed prior BAS readings, reviewed portions of the centralized condenser-water system, and participated in an inspection of the Project's cooling-tower facilities.

116. During that inspection, Plaintiffs observed manually maintained cooling-tower temperature logs maintained by Defendants concerning the operation of the landlord-controlled condenser-water system.

117. Plaintiffs requested that Defendants provide copies of those manually maintained temperature logs so that Plaintiffs and their engineering consultants could compare the manually recorded temperatures with Defendants' BAS data, contractor service records, Plaintiffs' independently collected temperature information, and the utility charges being assessed. The Building Automation System retained only limited historical data, making manually maintained logs, screenshots, and tenant-installed temperature monitoring records especially important.

118. Rather than providing copies of those records during or immediately after the inspection, Defendants advised Plaintiffs that the logs would be scanned and produced.

119. On or about October 13, 2025, Defendants advised Plaintiffs that Salas O'Brien, identified as the base-building engineer, had been engaged to review the BTU billings for retail, the current calculation methodology, and appropriate values and formulas going forward. Defendants further advised that logs and BAS data had been provided to Salas O'Brien and that Salas O'Brien's scope included analyzing trend data for the Commercial Condenser Water Plant and delivering an engineering assessment of system operation.

120. Defendants simultaneously requested additional documentation from Plaintiffs, including maintenance records, HVAC reports, balancing reports, contractor information, and engineering contacts.

121. Plaintiffs again cooperated with Defendants' requests. Plaintiffs identified their mechanical engineer, advised Defendants that Plaintiffs had continuously maintained preventative maintenance agreements for their equipment, and supplied or agreed to supply the requested contractor information.

122. Plaintiffs also reminded Defendants that the BAS no longer retained the historical data associated with earlier temperature spikes and again requested that Defendants produce the manually recorded cooling-tower logs that Plaintiffs had personally observed during the October inspection.

123. Plaintiffs explained that those manually maintained records were important because they documented temperature conditions no longer available through the BAS and therefore constituted some of the only remaining historical records concerning the operation of the landlord-controlled condenser-water system.

124. On or about October 16, 2025, Defendants advised Plaintiffs that Salas O'Brien was reviewing the BAS information and temperature data and that a certified engineering report was expected within approximately one to two weeks.

125. Plaintiffs again requested that Defendants produce the manually maintained temperature logs rather than merely providing Defendants' ultimate conclusions. Plaintiffs specifically requested that Defendants scan and produce the remaining historical logs, and even offered to personally copy the records if necessary and immediately return the originals.

126. Defendants did not produce the requested manually maintained temperature logs.

127. By the end of October 2025, Plaintiffs had repeatedly responded to Defendants' requests for information by producing financial records, maintenance records, contractor information, engineering contacts, permitting access to the premises, attending meetings, participating in inspections, installing independent temperature monitoring equipment, and otherwise cooperating with Defendants' investigation.

128. In contrast, Defendants repeatedly advised Plaintiffs that engineering analyses, Conservice reviews, BAS reviews, cooling-tower data, and other investigative materials were being prepared or would be forthcoming, yet Defendants did not produce the underlying engineering reports, manually maintained cooling-tower temperature logs, or other historical operational data that Plaintiffs had repeatedly requested.

129. Defendants instead maintained exclusive or superior possession and control of the very information necessary to evaluate the operation of the Landlord-Controlled Systems, the accuracy of the utility charges, and the cause of the recurring temperature failures while continuing to investigate internally, reserve rights under the Leases, and demand payment from Plaintiffs.

J. Defendants' Investigation, Salas O'Brien Review and Withholding of "Ownership Information"

130. Defendants and their representatives undertook their own "investigation" into Plaintiffs' complaints concerning condenser-water temperatures, cooling-tower operation, BTU billings, Conservice calculations, and the performance of the Landlord-Controlled Systems.

131. Defendants' representatives advised Plaintiffs that Salas O'Brien, identified as the Jair Lynch base-building engineer, had been engaged to review and analyze cooling-tower information, BTU billings, calculation methodology, BAS data, logs, and the operation of the Commercial Condenser Water Plant.

132. Defendants' representatives further advised Plaintiffs that the logs and BAS data had been provided to Salas O'Brien for review, that Salas O'Brien's scope included analyzing trend data from the Commercial Condenser Water Plant, and that Defendants expected to receive a report and analysis addressing the systems, billing, and recommended next steps.

133. Defendants' representatives also advised Plaintiffs that Conservice billings were being reviewed as part of the overall analysis, that Conservice and the building engineers were gathering relevant information, and that a significant amount of data needed to be reviewed to ensure a thorough and accurate assessment.

134. Plaintiffs repeatedly requested access to the same information being reviewed by Defendants' engineers and consultants, including logs, BAS data, calculations, and other system information, so that Plaintiffs and their own mechanical engineer could evaluate the basis for Defendants' investigation and the disputed billing.

135. Defendants' representatives initially stated that information would be shared when the report or review was completed and stated that they planned to be transparent. Plaintiffs relied upon those representations and continued cooperating with Defendants' investigation.

136. After Plaintiffs continued pressing for the promised logs and supporting data, on November 6, 2025, Defendants' representatives changed position and characterized the requested information as "ownership information" being used for the mechanical engineer's "current review, analysis, and forthcoming report."

137. By characterizing the requested logs and data as "ownership information," Defendants withheld or delayed production of information directly relevant to the condition, operation, repair, and billing of the Landlord-Controlled Systems serving Plaintiffs' premises.

138. Defendants' withholding and delay were material because the withheld information concerned the same systems Defendants were billing Plaintiffs to use, the same systems Defendants were obligated to provide and maintain, and the same systems Defendants were investigating while attributing failures or charges to Plaintiffs.

139. Defendants' withholding and delay also were material because the historical logs and BAS data were time-sensitive. Plaintiffs were advised that BAS data was limited in duration, making manually maintained logs, screenshots, service records, and other historical information critical to evaluating the full history of condenser-water temperatures, system failures, and billing irregularities.

140. While Defendants retained control over the logs, BAS data, engineering analyses, Conservice calculations, and repair information, Landlord continued to bill Plaintiffs, demand payment, resist meaningful rent or utility relief, and later pursue enforcement based on disputed rent, utility, additional rent, or other charges.

141. Defendants' conduct deprived Plaintiffs of the information necessary to determine whether the recurring failures were caused by tenant equipment or landlord-controlled infrastructure, whether utility and BTU charges had been properly calculated, whether credits or reconciliations were owed, whether Landlord was in breach of the leases, and whether Plaintiffs should continue operating or make alternative business decisions.

142. The investigation and withholding of information were not isolated events. They occurred against a years-long history of recurring mechanical failures, repeated service calls, abnormal condenser-water temperatures, utility disputes, Plaintiffs' requests for transparency, and Defendants' continued billing and enforcement efforts.

K. December 2025 Heating Failures and Low Condenser-Water Temperatures

143. In December 2025 and continuing into early 2026, while Defendants' investigation and billing review remained unresolved, Plaintiffs experienced significant heating failures and abnormal water temperature conditions affecting the Tap99 and Kilwins premises.

144. In later December 2025, Plaintiffs' service provider, Fidelity Mechanical Services responded to a service call for Kilwins identified as "BOTH UNITS DOWN/NO HEAT." Fidelity documented that the units were not heating, that technicians checked safeties and reset the units, and that they then went to check the cooling-tower pumps.

145. Fidelity documented that the cooling-tower pumps were found off. Fidelity further documented that, "[w]ith pumps being off there was extremely cold water feeding the wshps," which caused a freeze-sensor fault. Fidelity turned the pumps on and bypassed freeze sensors to get the units heating.

146. Fidelity returned and again found low heat output, low water temperature at the cooling-tower pumps, and conditions requiring emergency heating. Fidelity documented that one unit was not heating in emergency heat, that a limit had blown, and that the units were operating "as well as possible with low water delivery temp."

147. The December 2025 Kilwins service call required multiple technician visits and approximately 18.5 total labor hours, further evidencing that the problem was not a routine tenant comfort complaint but a significant mechanical failure requiring emergency response. Around the same period, Plaintiffs' temperature-trend records showed condenser-water temperatures at Tap99 materially below expected operating conditions. For example, incoming water supply temperature records for Tap99 for December 8 through December 15, 2025, show temperatures in the approximately 40°F to 60°F range and were annotated as "Entirely too low."

148. Additional Tap99 temperature records for mid-December 2025 were annotated "Too cold," and later records reflected abrupt spikes to approximately 110°F and 120°F, demonstrating instability and lack of consistent temperature control.

149. Kilwins temperature records similarly reflected abnormal incoming water-temperature conditions in January and February 2026, including records showing extremely low temperatures and later spikes toward approximately 110°F, further supporting Plaintiffs' contention that the condenser-water system was unstable over time.

150. Additional incoming water supply temperature records for Kilwins for December 16, 2025 show temperatures in the approximately 44°F to 52°F range, further corroborating that the condenser-water system was delivering water at temperatures inadequate for normal heating operation.

151. On or about December 22, 2025, Plaintiffs circulated closed-loop trend information showing that the closed loop had performed as designed around November 22 and the immediate days thereafter, then went "out of whack," briefly performed again around December 19, and then went "out of whack" again.

152. On or about December 31, 2025, Fidelity responded to a Tap99 "NO HEAT" service call. Fidelity documented an "OPEN loop temp @40 w/ no reheat circuit" and noted that the system could not transfer heat without water flow in the opposite direction.

153. Fidelity's December 31, 2025 Tap99 call summary further documented control and emergency-heat modifications, including replacement of fuses and low-voltage wiring changes, to allow the unit to cycle and satisfy under the conditions encountered.

154. These December 2025 heating failures were consistent with Plaintiffs' broader contention that the Landlord-Controlled System was unable to maintain required operating

conditions year-round. During cooling conditions, the system produced excessive condenser-water temperatures and cooling failures; during heating conditions, the system delivered condenser water at temperatures too low for proper heating operation.

155. The December 2025 failures occurred while Plaintiffs were still seeking logs, BAS data, Conservice calculations, engineering analyses, and reports concerning the same Landlord-Controlled Systems, and while Landlord continued to demand payment of disputed rent, utility, and other charges.

156. The December 2025 failures caused Plaintiffs to incur additional emergency service costs, repair costs, operational disruption, employee and customer impacts, and loss of use and enjoyment of the premises during a period when Plaintiffs were attempting to continue operating their businesses despite unresolved system and billing disputes.

157. Plaintiffs also incurred substantial Tap99 HVAC and water-source heat pump service and repair costs during 2024 through 2026, including service calls involving thermostat communication errors, control-panel failures, fan-motor replacement, no-heat conditions, fuse replacements, contactor replacement, and related diagnostics and repairs. Plaintiffs contend that these costs were caused or materially increased by recurring Landlord-Controlled System failures and abnormal operating conditions.

L. Harris Engineering Opinion and Original Construction/Heat Exchanger Issues

158. After years of recurring heating and cooling failures, repeated service calls, abnormal condenser-water temperatures, unresolved utility disputes, and Defendants' continuing investigation into the Landlord-Controlled Systems, Plaintiffs retained Merton G. Harris, P.E., to independently review the available engineering and operational information concerning the Project.

159. On March 18, 2026, Harris issued a professional engineering opinion regarding the ongoing excessive space-temperature issues affecting the Tap99 and Kilwins commercial retail tenant spaces. A true and correct copy of Mr. Harris' engineering report is attached hereto and incorporated by reference at **Exhibit C.**

160. Harris's opinion was based upon his review of record base-building construction documents for the Half and N Street project dated June 7, 2016, service-call summary reports for Tap99 and Kilwins, a video of a conversation concerning work performed by Breeden Construction, landlord building condenser-water temperature logs, and screenshots of condenser-temperature readings taken on piping within Plaintiffs' spaces.

161. Harris explained that cooling for the commercial tenant spaces within the building is provided by a condenser-water system consisting of an open water loop on the plant side and a closed water loop on the building side. The open loop includes cooling towers and water pumps, while a water-to-water heat exchanger decouples the open loop from the closed loop.

162. Harris further explained that the closed water loop consists of distribution pumps and piping that circulate condenser water to water-source heat pumps located in tenant spaces. Those heat pumps use refrigerant to cool air delivered to the spaces, while condenser waste heat is rejected into the building condenser-water loop.

163. Harris reviewed service-call reports reflecting calls for service due to excessive space temperatures within the Tap99 and Kilwins spaces. Those service reports documented that one or both building condenser-water pumps were not running, although the reports did not identify why the pumps were not operational.

164. Harris noted that once the pumps were made operational, the space temperatures returned to normal conditions.

165. Harris further noted that condenser-water temperatures in the piping to the Tap99 and Kilwins spaces had been documented as reaching as much as 120°F.

166. Harris explained that when the building-loop condenser-water pumps are not running, condenser water does not circulate through the piping system and remains stagnant. While stagnant, tenant water-source heat pumps continue attempting to cool the spaces and continue rejecting heat into the stagnant water, causing water temperatures to rise.

167. Harris further explained that, when one of the building condenser-water pumps is not running, the tenant water-source heat pumps will continue running in an effort to satisfy the space-temperature setpoint, which will not occur under most conditions and especially not during peak cooling conditions.

168. Based on that information, Harris concluded, within a reasonable degree of professional engineering certainty, that the cause of space temperatures exceeding normal design temperatures was the repeated malfunction of the building condenser-water distribution pumps.

169. Fidelity's 2025 service records independently corroborated Harris's conclusion by documenting no-A/C and no-heat conditions associated with loop-pump operation, cooling-tower or building-engineer involvement, abnormal WSHP water temperatures, and equipment faults resulting from the condition of water being supplied to Plaintiffs' water-source heat pumps.

170. Harris also identified a separate engineering issue concerning the design and installation of the water-to-water heat exchanger serving the condenser-water system.

171. Harris observed that the heat-exchanger equipment schedule included in the construction drawings identified design temperatures of 85°F condenser water in from the cooling towers and 95°F water out returned to the cooling towers, with 88°F water in from the building system and 98°F water out to the building system.

172. Harris explained that this arrangement would deliver condenser water to the building at 98°F instead of 88°F, as may have been the engineers' intent.

173. Harris further reviewed video of repair work performed on the condenser-water system. Although Landlord had informed Plaintiffs and other commercial tenants that routine preventative maintenance work was scheduled for the retail condenser-water system, the video showed that the contractor was reworking piping connections at the system heat exchanger.

174. In the video reviewed by Harris, the contractor can be heard stating that the work was being performed at the direction of the building engineer.

175. Harris concluded that this type of work was not merely routine preventative maintenance, but rather was work typically performed to repair a defect or replace worn or faulty equipment.

176. Harris further explained that, if the inlet/outlet piping is not routed to match the heat-exchanger design flow rates, one side of the system may have too much or too little flow, reducing heat-transfer efficiency, causing temperature stratification, and contributing to under-heating or over-heating of the fluids.

177. Harris further explained that incorrect piping at the heat exchanger can cause freezing in water lines if flow is interrupted, overheating in water lines if cooling is inadequate, and fluctuating water temperatures that cause water-source heat pumps to run continually while attempting to satisfy space-temperature setpoints.

178. Harris concluded that the heat-exchanger piping installation, coupled with the repeated pump failures, underscored issues with the building systems that were outside the control and responsibility of Plaintiffs and other retail tenants.

179. Harris's findings directly corroborated Plaintiffs' repeated complaints that the recurring temperature failures, excessive utility charges, equipment strain, and operational disruptions were tied to Landlord-Controlled Systems rather than isolated tenant equipment failures.

M. Significance of Harris Engineering Findings

180. Harris's engineering findings did not merely identify recurring mechanical deficiencies. They fundamentally altered the significance of Defendants' prior conduct by confirming that recurring operational failures Defendants had spent years receiving notice of, investigating, and attributing to tenant-side issues originated within Landlord-Controlled Systems that Defendants designed, developed, constructed, owned, maintained, investigated, operated, and controlled.

181. Harris's findings confirmed that the recurring excessive temperature conditions experienced throughout Plaintiffs' tenancy were consistent with failures of components of the centralized building systems, including building condenser-water distribution pumps and the water-to-water heat exchanger, that remained outside Plaintiffs' ownership, control, and maintenance responsibility.

182. Those conclusions were consistent with years of contractor observations, service-call records, condenser-water temperature readings, Plaintiffs' repeated complaints, Defendants' own investigation, and the base-building information that Defendants and their representatives possessed or controlled.

183. Defendants, by virtue of their roles as Developer, Landlord, owner, property manager, and/or controlling parties for the Project's base-building systems, possessed or had access to information materially bearing on the source of the recurring failures, including original

construction documents, condenser-water logs, BAS data, service records, Conservice calculations, building-engineer analyses, repair information, and operational data concerning the Project's centralized mechanical systems.

184. Despite possessing and controlling that information, Defendants continued demanding payment, continued requesting information from Plaintiffs, continued representing that investigations were ongoing, continued withholding or failing to disclose underlying operational information requested by Plaintiffs, and continued asserting that Plaintiffs remained responsible for rent, utilities, additional rent, and other amounts demanded under the leases.

185. Plaintiffs were unaware of the full extent and significance of the underlying building-system issues until they retained their own independent engineer and obtained Harris's professional engineering opinion.

186. Until then, Plaintiffs had continued attempting to maintain, service, and repair tenant-side equipment while Defendants possessed materially greater information concerning the Landlord-Controlled Systems that Harris ultimately identified as the source of recurring operational failures.

187. Harris's findings also materially undermined Defendants' prior characterization of the recurring operational issues as isolated tenant equipment problems because Harris identified recurring deficiencies involving components of the centralized building systems that remained under Landlord's ownership and control.

188. Harris's findings explain why the recurring operational issues documented over several years continued despite Plaintiffs' repeated maintenance of their own equipment, repeated contractor service calls, replacement of tenant-owned components, and continued cooperation with Defendants' investigation.

189. By the time Harris completed his review, Plaintiffs had already incurred years of recurring operational issues, disputed utility charges, contractor expenses, engineering expenses, business disruption, equipment strain, product loss, and substantial financial losses while Defendants continued investigating the same centralized building systems.

190. The significance of Harris's findings is heightened by Defendants' prior promises of transparency, their representation that engineering and billing reviews would be completed and shared, their failure to produce the manual logs, BAS data, Conservice calculations, and engineering analyses requested by Plaintiffs, and Landlord's continued demand for rent, utilities, additional rent, and other charges.

191. Harris's findings therefore support Plaintiffs' contention that Defendants concealed, withheld, or failed to disclose material information concerning Landlord-Controlled Systems while continuing to enforce the leases and demand payment from Plaintiffs.

N. Additional Recurring Conditions Affecting the Premises

192. The recurring condenser-water failures, abnormal utility charges, heating failures, cooling failures, and withheld building-system information were not the only recurring landlord-controlled conditions affecting Plaintiffs' leased premises during their tenancy.

193. Throughout the same period that Defendants were investigating the centralized mechanical systems and utility billing issues, Plaintiffs also experienced additional recurring conditions involving portions of the Project that remained under Landlord's ownership, maintenance obligations, or control.

194. Those conditions included, among other things, recurring water intrusion, water discharge from above affecting Plaintiffs' outdoor café seating areas, deficiencies involving exterior waterproofing, flashing, sill, threshold, and building-envelope conditions, settlement and

deterioration of exterior pavers and public-realm areas, recurring termite activity affecting the premises and adjacent exterior areas, and other conditions documented throughout Plaintiffs' tenancy.

195. As early as April 2021, Plaintiffs notified Jair Lynch and Bozzuto representatives that Tap99 was still experiencing water leakage in the Taphouse space. Plaintiffs' Jason Cherry advised Anthony Startt of Jair Lynch that, "I am going on record that today, April 14th, we are still experiencing a water leak in the Taphouse space. The leak has reduced, but is still present."

196. In response, Jair Lynch's Anthony Startt forwarded the issue internally to project and building representatives, including Lendlease, ECS, Bozzuto, and others, stating that the space was "still getting water infiltration" and asking for next steps.

197. The related communications addressed base-building waterproofing, sill, curb, membrane, threshold, flood-testing, paver, and hose-testing issues. Plaintiffs and their representatives raised concerns that waterproofing did not extend to the underside of the door threshold and that raw block remained visible, which Plaintiffs contended presented continued water-intrusion concerns.

198. The April 2021 water-intrusion communications show that Defendants and their representatives had early notice of landlord-controlled building-envelope conditions affecting Plaintiffs' premises before the later condenser-water and utility disputes escalated.

199. Plaintiffs also experienced water discharge from above onto Tap99's outdoor café seating areas. Beginning at least by September 2023 and continuing for weeks thereafter, Plaintiffs notified representatives of Bozzuto, Jair Lynch, and the Envy condominium that water was dumping from above onto Tap99's café seating and requested immediate involvement to bring the issue to closure.

200. Plaintiffs advised Defendants and their representatives that they could not safely or reliably seat customers at tables while water was dumping from above, stating that Plaintiffs could not "have customers seated at a table and run the risk of water dumping from above."

201. Plaintiffs further advised Defendants and their representatives that the water-discharge condition had continued for more than seven days, that water was dumping by the gallons at random times and in random places, and that the condition had affected outdoor seating areas used by Tap99 guests.

202. Plaintiffs advised Defendants and their representatives that the water-discharge condition affected approximately 30 of Tap99's 123 seats, or approximately 24.4% of Tap99's dining area as reflected in Plaintiffs' certificate of occupancy and lease-related seating expectations.

203. Plaintiffs further advised Defendants and their representatives that the water was dumping randomly, in random places, and in volumes Plaintiffs compared to a five-gallon bucket.

204. Plaintiffs advised Defendants and their representatives that the condition had become known in the neighborhood and that guests were asking whether it was safe to sit at Tap99's café seating or whether they would be rained on at random.

205. Plaintiffs further advised that temporary tents were not a workable solution because Plaintiffs' unenclosed sidewalk café permit did not allow umbrellas or tents and because unweighted tents posed safety risks to customers and pedestrians.

206. Jair Lynch's asset manager acknowledged the ongoing water-discharge issue, thanked Plaintiffs for alerting Defendants to the continued occurrence, and advised that she had reached out to Amtek regarding next steps because Defendants agreed that the condition needed to be resolved.

207. Plaintiffs also repeatedly raised concerns regarding exterior pavers, sidewalks, and public-realm infrastructure adjacent to the premises. Those concerns included sinking, settlement, deterioration, and infrastructure conditions affecting the exterior areas used by Plaintiffs and their customers.

208. By February 2026, the Capitol Riverfront BID was communicating with DDOT regarding significant infrastructure issues in the Half Street area and a likely major rehabilitation effort affecting the public realm. Those communications further corroborated Plaintiffs' concerns that exterior and public-realm conditions affecting the premises were not isolated tenant complaints but part of broader infrastructure issues in the area. Plaintiffs also contend that demolition, alteration, or loss of exterior improvements associated with those public-realm conditions would impose additional economic harm on the business

209. Plaintiffs also reported recurring termite activity affecting the premises and adjacent exterior areas. In March 2024, Plaintiffs advised Jair Lynch's asset manager that termites had surfaced previously and had been a significant issue, including near the interior where Tap99's garage doors open.

210. Bozzuto and Jair Lynch representatives acknowledged the termite issue, advised that the property team would review and coordinate with the vendor, and later advised that PMSI had treated affected areas and that the property team would continue monitoring and performing additional treatment as recommended by the vendor.

211. Plaintiffs subsequently reported that termites remained alive and were coming up through grout in the pavers near the premises, further demonstrating that the pest condition remained unresolved or recurring despite prior treatment and continued monitoring.

212. Plaintiffs do not allege these additional conditions as isolated inconveniences. Rather, Plaintiffs allege that the recurring water intrusion, water discharge onto seating, exterior/paver conditions, and termite activity formed part of the same continuing pattern in which landlord-controlled or landlord-coordinated building, exterior, and common-area conditions impaired Plaintiffs' ability to operate the businesses contemplated by the Leases.

213. Plaintiffs repeatedly notified Landlord, Jair Lynch, Bozzuto, and other property-management representatives of these recurring building, exterior, and premises conditions and requested that Defendants investigate, repair, remediate, coordinate with responsible parties, or otherwise address them.

214. Plaintiffs documented these conditions through photographs, emails, contractor communications, service records, and other documents maintained during the tenancy.

215. These recurring conditions, viewed together with the recurring mechanical failures, abnormal utility charges, withheld information, and enforcement conduct described above, demonstrate that the operational issues affecting Plaintiffs' businesses were not confined to a single isolated mechanical component but instead involved multiple Landlord-Controlled Systems, building components, common areas, exterior areas, and Project conditions affecting Plaintiffs' ability to operate.

216. These recurring conditions impaired Plaintiffs' ability to fully utilize and enjoy the leased premises for their intended commercial purposes and required additional expenditures of time, money, management attention, contractor coordination, customer management, and operational response by Plaintiffs.

217. Defendants' failure to meaningfully and timely correct these recurring landlord-controlled conditions compounded the harm caused by the mechanical failures, utility disputes, and withheld building-system information described above.

218. The cumulative effect of these recurring landlord-controlled conditions materially interfered with Plaintiffs' use, occupancy, operation, and beneficial enjoyment of the leased premises and contributed to Plaintiffs' damages, business disruption, loss of goodwill, and ultimate inability to continue operating at the Project.

O. Plaintiffs' Decision to Withhold Rent/Payment Dispute

219. Plaintiffs did not immediately withhold rent upon experiencing recurring operational issues within the Project.

220. Instead, Plaintiffs continued performing under the leases for years while repeatedly reporting recurring building conditions, paying rent and other charges, paying contractors, repairing and maintaining tenant-side equipment, cooperating with Defendants' investigation, producing information requested by Defendants, participating in inspections and meetings, and attempting to resolve the parties' disputes without litigation.

221. During that same period, Plaintiffs continued paying substantial rent, operating expenses, utility charges, payroll, inventory costs, maintenance expenses, contractor invoices, engineering costs, insurance, taxes, and other expenses associated with operating Tap99 and Kilwins within the Project.

222. Plaintiffs repeatedly advised Landlord, Jair Lynch, Bozzuto, and other representatives that Plaintiffs believed the utility charges being assessed through the landlord-controlled condenser-water and BTU billing systems were materially overstated and did not

accurately reflect properly functioning building systems or properly calculated tenant consumption.

223. Plaintiffs repeatedly requested that Defendants meet with them, review the underlying engineering and utility information together, provide the logs and data being reviewed by Defendants' engineers and consultants, reconcile the Conservice and BTU charges, and resolve both the recurring mechanical failures and the substantial utility overcharges Plaintiffs contended had accumulated during the tenancy.

224. Plaintiffs also sought rent modifications, rent abatement, credits, true-ups, or other commercial accommodations to account for the recurring building-system failures, disputed utility charges, changed operating conditions, and substantial business impacts Plaintiffs were experiencing within the Project.

225. Plaintiffs' requests for rent relief included specific requests tied to the loss of usable leased or lease-related space, including Plaintiffs' request for a 24.4% rent waiver or credit arising from water discharge that rendered approximately 30 of Tap99's 123 seats unreliable or unusable for customer service.

226. Defendants did not meaningfully resolve those requests. Instead, Defendants continued representing that engineering reviews, Conservice analyses, BAS reviews, cooling-tower data, and other investigative materials were being prepared, reviewed, finalized, or would be forthcoming, while Defendants continued to withhold or delay production of the underlying materials necessary for Plaintiffs to evaluate Defendants' conclusions.

227. By the conclusion of Defendants' investigation and Plaintiffs' independent engineering review, the recurring conditions affecting Plaintiffs' leased premises were no longer

isolated maintenance issues but had become recurring deficiencies affecting multiple Landlord-Controlled Systems and conditions throughout the Project.

228. Those recurring conditions materially interfered with Plaintiffs' ability to receive the benefit of the bargain contemplated by the leases, including the operation of two hospitality and food-service businesses dependent upon functioning mechanical systems, accurately calculated utility charges, safe and usable exterior areas, and properly maintained landlord-controlled improvements.

229. Rather than disclosing the full extent of the building-system problems, producing the underlying logs and data, or meaningfully resolving the utility and mechanical disputes, Defendants continued representing that engineering and billing reviews remained ongoing, continued demanding rent and utility payments, continued assessing additional charges, and continued reserving and enforcing rights under the leases.

230. Defendants did so while retaining exclusive or superior possession of material information concerning the recurring deficiencies affecting the Project, including historical logs, BAS data, Conservice calculations, engineering analyses, repair information, original construction documents, and other operational data concerning the Landlord-Controlled Systems.

231. The cumulative effect of Defendants' conduct materially impaired Plaintiffs' beneficial use and enjoyment of the leased premises, substantially interfered with Plaintiffs' operation of their businesses, and deprived Plaintiffs of significant portions of the benefit of the bargain contemplated by the leases.

232. Under these circumstances, and only after years of recurring operational failures, continuing engineering investigations, disputed utility charges, recurring landlord-controlled deficiencies, repeated requests for transparency, and the independent engineering findings

described above, Plaintiffs ceased voluntarily remitting additional rent while seeking resolution of the parties' disputes and preserving their claims, offsets, credits, defenses, and remedies.

233. Plaintiffs' decision to withhold rent was not an effort to avoid their contractual obligations. It was a response to Defendants' prior and continuing breaches, Defendants' withholding of material information, Defendants' failure to reconcile disputed utility and BTU charges, Defendants' failure to correct recurring landlord-controlled deficiencies, and Defendants' continued demand for full payment while those matters remained unresolved.

234. Plaintiffs have at all times disputed Landlord's claimed entitlement to full rent, additional rent, utilities, and other charges to the extent those amounts were caused by, inflated by, or otherwise affected by Landlord's own breaches, defective base-building systems, improper utility calculations, failure to provide required services, failure to maintain Landlord-Controlled Systems, or failure to provide the information necessary to determine the amounts properly owed.

235. Plaintiffs are entitled to credits, offsets, abatements, recoupment, restitution, accounting, declaratory relief, damages, and other relief for amounts paid, charged, demanded, or sought by Landlord that were caused by or related to the landlord-controlled conditions and conduct alleged herein, including disputed utility and BTU charges, charges affected by estimated or unsupported readings, rent attributable to unusable portions of the premises or lease-related seating areas, and other charges affected by Landlord's breaches and withheld information.

P. Landlord's Notice of Default and Continued Enforcement While Material Information Was Withheld.

236. After Plaintiffs disputed the recurring mechanical failures, utility charges, BTU billings, and Landlord's entitlement to full rent and other amounts demanded under the leases, Landlord issued a notice of default to Plaintiffs.

237. The notice of default asserted that Plaintiffs were in default under the leases based on alleged nonpayment of rent, additional rent, utilities, or other amounts claimed by Landlord.

238. Plaintiffs disputed Landlord's claimed default because Landlord's demands included or were affected by disputed utility charges, unresolved BTU billing issues, recurring Landlord-Controlled System failures, Defendants' withheld logs and data, and Landlord's own prior and continuing breaches of the leases.

239. Landlord thereafter filed two landlord-tenant actions against Plaintiffs arising from the same leases, premises, charges, and alleged defaults at issue in this action.

240. Those landlord-tenant actions sought enforcement of Landlord's claimed rights under the leases while Plaintiffs' requests for engineering reports, cooling-tower logs, BAS data, Conservice calculations, BTU meter information, billing reconciliations, and other operational records remained unresolved.

241. Landlord pursued those enforcement actions while Defendants possessed materially greater information concerning the Landlord-Controlled Systems and billing calculations, including information Defendants had represented would be reviewed, finalized, shared, reconciled, or used to determine whether billing adjustments or a true-up were appropriate.

242. Plaintiffs contend that Landlord's enforcement efforts were improper, premature, inequitable, and/or subject to defenses, credits, offsets, abatement, recoupment, accounting, and damages because Landlord's claimed amounts were intertwined with Landlord's own breaches, defective base-building systems, disputed utility charges, and withheld information.

243. The landlord-tenant actions further demonstrate the existence of an actual, present, and justiciable controversy concerning the parties' rights and obligations under the leases,

including the amount of rent, additional rent, utilities, credits, offsets, and other amounts properly owed, if any.

244. Pursuant to a Protective Order entered by the Superior Court in the pending landlord-tenant proceedings, Plaintiffs began depositing disputed rent into the registry of the Court in or about April/May 2026 and have continued to comply with that Order while preserving their claims, defenses, offsets, credits, damages, declaratory relief, equitable accounting, and other remedies arising from the matters alleged in this Complaint.

245. Plaintiffs have deposited the rent required by the Protective Order through July 2026. Plaintiffs' anticipated cessation of operations and surrender of possession on or about August 1, 2026 is therefore not an effort to avoid paying rent for an unpaid period, but rather is intended to occur after the period for which rent has been deposited into the Court registry pursuant to the Protective Order.

246. Plaintiffs have complied with that Protective Order while simultaneously preserving and pursuing their claims, defenses, offsets, credits, damages, declaratory relief, equitable accounting, and other remedies arising from the matters alleged in this Complaint.

247. Landlord's default notice, landlord-tenant actions, continued payment demands, and pursuit of lease enforcement while material engineering, operational, and billing information remained withheld are relevant to Plaintiffs' claims for fraudulent concealment, breach of contract, quiet enjoyment, declaratory relief, equitable accounting, negligent misrepresentation, damages, offsets, credits, and other relief.

Q. Plaintiffs' Decision to Cease Operations

248. Plaintiffs entered into the leases with the expectation that they would own and operate their respective businesses at the Project throughout the lease terms, which extended through 2031.

249. Plaintiffs invested substantial capital constructing the leased premises, purchasing equipment, installing specialized restaurant and refrigeration systems, hiring employees, developing customer goodwill, building brand recognition, and establishing long-term hospitality and food-service businesses within the Project.

250. For years, Plaintiffs attempted to preserve those businesses despite recurring failures of the Landlord-Controlled Systems, abnormal condenser-water temperatures, repeated utility disputes, recurring building conditions affecting the premises, repeated contractor and engineering expenses, and Defendants' continuing investigation of those same recurring conditions.

251. Plaintiffs repeatedly sought to resolve the parties' disputes through meetings with ownership, engineering review, utility reconciliation, production of operational information, rent and utility relief, business discussions, and other efforts directed toward reaching a practical resolution that would permit Plaintiffs to continue operating within the Project.

252. Plaintiffs also attempted to mitigate the continuing harm and preserve value for all parties by exploring potential replacement operators, replacement tenants, operational adjustments, rent restructuring, utility reconciliation, and other practical business solutions that could avoid abrupt closure, preserve employees, reduce vacancy risk, and maintain active commercial uses within the Project.

253. Plaintiffs' mitigation efforts included attempting to identify brands or operators that could potentially assume or continue portions of the operations with minimal modification to the premises, while simultaneously requesting that Landlord and ownership engage in meaningful discussions concerning rent structure, utility charges, and the realities of the operating conditions affecting the Project.

254. Those efforts further demonstrate that Plaintiffs did not seek confrontation or default as a first resort. Plaintiffs attempted to preserve the businesses, protect employees, maintain customer goodwill, and avoid unnecessary vacancy while seeking transparency, correction, credits, abatement, and a commercially workable resolution.

255. Those efforts were unsuccessful. The recurring operational failures continued. The recurring utility disputes remained unresolved. The recurring landlord-controlled conditions affecting the premises remained unresolved. Defendants continued demanding payment and pursuing enforcement under the leases while continuing to investigate or withhold material information concerning many of those same recurring conditions.

256. The recurring operational failures affected Plaintiffs' businesses during both cooling and heating seasons, required repeated emergency service calls, disrupted normal business operations, increased operating expenses, caused or contributed to HVAC, WSHP, refrigeration, walk-in, product, and temperature-control issues, diverted substantial management time away from operating and growing the businesses, and impaired Plaintiffs' customer experience and goodwill.

257. Plaintiffs' businesses also were affected by the additional recurring landlord-controlled conditions described above, including water intrusion, water discharge onto outdoor café seating, exterior building-envelope deficiencies, paver and public-realm issues, termite

activity, and other conditions affecting the usability, safety, appearance, seating capacity, customer confidence, and commercial operation of the premises.

258. Plaintiffs' decision to cease operations was not the result of a single event and was not made to avoid contractual obligations. It was the culmination of years of recurring landlord-controlled deficiencies, continuing operational disruption, repeated engineering investigations, unresolved utility disputes, recurring conditions affecting the premises, continued financial losses, Landlord's enforcement pressure, and Defendants' continued refusal to meaningfully resolve those matters despite possessing materially greater information concerning the conditions affecting the Project.

259. As a direct and proximate result of Defendants' recurring material breaches of the leases, Defendants' continuing course of conduct, the recurring landlord-controlled deficiencies affecting the premises, the unresolved utility and BTU disputes, and the matters described throughout this Complaint, Plaintiffs have determined that they can no longer continue operating their businesses at the Project.

260. Plaintiffs are winding down operations and intend to permanently cease business operations and vacate the leased premises on or about August 1, 2026.

261. Plaintiffs' decision to cease operations is the direct culmination of the recurring landlord-controlled deficiencies, Defendants' continuing material breaches of the leases, Defendants' continuing interference with Plaintiffs' beneficial use and enjoyment of the premises, Defendants' withholding of material building-system and billing information, and Defendants' fraudulent concealment and related conduct described throughout this Complaint.

262. As a result, Plaintiffs have suffered and will continue to suffer substantial damages, including loss of long-term business operations, loss of enterprise value, loss of customer goodwill,

loss of the benefit of their leasehold interests, abandonment or impairment of substantial tenant improvements, equipment losses, relocation expenses, employee disruption, increased expenses, attorneys' fees where recoverable, and other damages to be proven at trial.

LANDLORD'S LEASE OBLIGATIONS AND SPECIFIC CONTRACTUAL BREACHES

263. The parties' relationship was governed by the Taphouse Lease, the Kilwins Lease, their respective amendments, exhibits, work letters, construction documents, and related agreements (collectively, the "Leases").

264. The Leases did not merely lease commercial space. They also allocated responsibility between Landlord and Plaintiffs for the design, construction, ownership, operation, maintenance, repair, replacement, and cost of numerous building systems serving the leased premises.

265. The Leases and associated construction documents distinguished between work to be performed by Landlord as part of the construction of the Project and work to be performed by Plaintiffs as part of their tenant improvements.

266. That allocation of responsibility was material to Plaintiffs' decision to enter into the Leases and to invest substantial capital constructing and operating Tap99 and Kilwins within the Project.

267. As part of the Landlord Work, Landlord agreed to provide base-building infrastructure necessary to serve the commercial premises, including the condenser-water infrastructure serving the tenant spaces.

268. The construction documents and lease-related communications contemplated that Landlord would provide, among other things, the building-wide condenser-water loop, condenser-

water connections serving the premises, and BTU metering infrastructure for measurement of condenser-water usage.

269. Landlord and Jair Lynch also represented during lease/work-letter negotiations that Landlord was responsible for demising the space and providing the indoor HVAC units tied to the building-wide condenser loop.

270. For efficiency in design, permitting, and construction, Landlord and Plaintiffs agreed that certain Landlord Work items would be included in Plaintiffs' tenant work plans and installed by Plaintiffs' contractor, with Landlord reimbursing Plaintiffs for designated costs.

271. Plaintiffs separately furnished and installed specified tenant-side mechanical equipment, including water-source heat pump units and related interior mechanical equipment designed to connect to and operate using the landlord-provided condenser-water system.

272. Accordingly, the Leases contemplated two separate but interdependent mechanical systems: (a) landlord-controlled base-building mechanical and condenser-water infrastructure serving the Project; and (b) tenant-installed interior equipment designed to operate utilizing the landlord-provided infrastructure.

273. The proper operation of Plaintiffs' tenant-installed equipment depended upon Landlord's proper design, construction, operation, maintenance, repair, monitoring, and control of the Landlord-Controlled Systems.

274. Following completion of construction, the Leases continued to allocate maintenance, repair, replacement, operational, utility, and cost responsibilities between Landlord and Plaintiffs.

275. Article 7 of the Taphouse Lease required Landlord to maintain and repair the Building structure together with the base-building mechanical, electrical, plumbing, fire/life safety,

and HVAC systems serving the Building and the leased premises, as well as common areas, roof, foundation, exterior walls, and other building components identified therein.

276. Article 13 of the Taphouse Lease required Landlord to furnish specified building services and utilities associated with the operation of the base-building systems, while separately allocating responsibility for utilities and services furnished directly to the leased premises.

277. Article 4 of the Taphouse Lease established Plaintiffs' obligations concerning Base Rent, Additional Rent, Operating Expenses, Taxes, utilities, and other recurring charges, including charges associated with utilities and operating expenses allocated under the Leases.

278. The Kilwins Lease contained the same or substantially similar provisions allocating Landlord's responsibility for base-building systems, building services, utilities, operating expenses, maintenance, repair, and related obligations serving the Kilwins premises.

279. Landlord breached the Leases by failing to provide, operate, maintain, repair, and/or correct the Landlord-Controlled Systems necessary for Plaintiffs' premises to function as contemplated, including the condenser-water system, cooling towers, building condenser-water distribution pumps, water-to-water heat exchanger, BAS, BTU metering infrastructure, common-area systems, exterior improvements, and related building components.

280. Landlord breached the Leases by failing to maintain the Landlord-Controlled Systems in a condition capable of providing water within proper operating ranges during both cooling and heating conditions, including by permitting or failing to correct conditions that resulted in excessive WSHP water temperatures during cooling periods, extremely low or inadequate water temperatures during heating periods, erratic temperature swings, and repeated equipment faults or failures.

281. Landlord breached the Leases by failing to timely investigate, disclose, correct, and repair recurring deficiencies in the building condenser-water distribution pumps, heat-exchanger piping configuration, cooling-tower operation, and related base-building systems after receiving repeated notice of operational failures affecting Plaintiffs' businesses.

282. Landlord breached the Leases by assessing, demanding, collecting, or attempting to enforce utility, BTU, condenser-water, operating expense, additional rent, or other charges that were inflated, improperly calculated, unsupported, estimated, unreconciled, affected by zero readings or credits, or otherwise affected by defective Landlord-Controlled Systems and billing methodologies that Landlord failed to fully disclose or account for.

283. Landlord breached the Leases by failing to provide Plaintiffs with a complete and transparent accounting of disputed utility charges, BTU calculations, Conservice methodology, meter readings, meter multipliers, billing rates, credits, true-ups, adjustments, and reconciliations despite repeated requests and Landlord's own representations that such matters were under review.

284. Landlord further breached the Leases by failing to timely credit, abate, offset, or otherwise adjust rent and other charges for portions of the leased premises or lease-related seating areas that were rendered unusable, unreliable, or commercially impaired by landlord-controlled or landlord-coordinated conditions, including the water discharge that affected approximately 24.4% of Tap99's seating.

285. Landlord breached the Leases by failing to maintain and repair other landlord-controlled building components, common areas, exterior areas, or landlord-coordinated Project conditions affecting the leased premises, including conditions involving water intrusion, water discharge onto exterior seating, exterior flashing and building-envelope conditions, paver and

public-realm conditions, termite activity, and other recurring conditions affecting Plaintiffs' use and enjoyment of the premises.

286. Landlord breached the Leases by continuing to demand full rent, additional rent, utility charges, and other amounts while recurring Landlord-Controlled System failures remained unresolved, disputed utility charges remained unreconciled, and material building-system and billing information remained withheld.

287. Landlord's breaches materially interfered with Plaintiffs' operation of Tap99 and Kilwins, caused Plaintiffs to incur substantial damages, deprived Plaintiffs of the benefit of their bargains under the Leases, and excused, reduced, offset, or otherwise affected Plaintiffs' obligations to pay the amounts demanded by Landlord.

288. Plaintiffs substantially performed their obligations under the Leases or were excused from further performance by Landlord's prior material breaches, Landlord's continuing breaches, Landlord's failure to provide required services and systems, Landlord's failure to reconcile disputed charges, Landlord's failure to disclose material information, and Landlord's interference with Plaintiffs' beneficial use and enjoyment of the premises.

289. As a direct and proximate result of Defendants' conduct, Plaintiffs have incurred and will continue to incur substantial damages, losses, costs, expenses, and other harm.

290. Those damages include, without limitation, excessive utility charges, disputed BTU and condenser-water charges, improperly assessed additional rent or operating expenses, rent paid or demanded for unusable or impaired seating and exterior areas, contractor expenses, emergency service charges, engineering expenses, diagnostic costs, HVAC and WSHP repair and replacement costs, refrigeration and walk-in equipment service costs where caused or materially affected by building water-supply conditions, equipment damage, accelerated equipment wear, product loss,

inventory loss, payroll disruption, employee disruption, business interruption, lost sales, lost profits, loss of customer goodwill, reputational harm, loss of business value, loss of enterprise value, impairment of leasehold interests, loss of use and enjoyment of the leased premises, abandonment or impairment of tenant improvements, relocation or wind-down costs, attorneys' fees and litigation costs where recoverable, pre-judgment and post-judgment interest, and other damages to be proven at trial.

291. Plaintiffs also seek credits, offsets, abatements, recoupment, restitution, true-ups, reconciliation of utility and BTU charges, declaratory relief, equitable accounting, and other legal and equitable relief necessary to determine and remedy the full effect of Defendants' conduct.

292. The full amount of Plaintiffs' damages cannot be determined without disclosure and accounting of the records Defendants possess or control, including condenser-water logs, BAS data, BTU meter readings, Conservice calculations, meter photographs, utility rates, engineering analyses, repair records, maintenance records, operating expense records, credits, adjustments, reconciliations, and other documents concerning the Landlord-Controlled Systems and charges assessed to Plaintiffs.

293. Plaintiffs reserve the right to supplement, amend, or conform their damages allegations to the evidence obtained through discovery, expert analysis, accounting, and further proceedings in this action.

294. This course of conduct is not a series of isolated events. It is the factual basis for Plaintiffs' claims that Defendants possessed superior knowledge concerning Landlord-Controlled Systems, withheld material information necessary to evaluate causation and charges, continued demanding and enforcing payment while those facts remained undisclosed, and caused Plaintiffs

to incur substantial damages while operating businesses dependent upon systems Defendants controlled.

295. Defendants' continuing course of conduct, including their repeated assurances that reports, Conservice analyses, BAS reviews, and engineering findings would be forthcoming; their continued retention or withholding of material operational, engineering, and billing information; their failure to provide the historical logs, BAS data, Conservice calculations, engineering analyses, and repair information requested by Plaintiffs; and Landlord's continued billing, payment demands, notice of default, and landlord-tenant enforcement actions while Defendants possessed materially greater information concerning the Landlord-Controlled Systems, is relevant to Plaintiffs' claims for fraudulent concealment, negligent misrepresentation, breach of contract, breach of the covenant of quiet enjoyment, declaratory relief, equitable accounting, damages, offsets, credits, recoupment, and all other relief requested herein.

COUNT I
FRAUDULENT CONCEALMENT
(Against All Defendants)

296. Plaintiffs incorporate by reference Paragraphs 1 through 295 of the Complaint as if fully set forth herein.

297. Throughout the parties' relationship, Defendants possessed materially greater knowledge than Plaintiffs concerning the design, construction, operation, maintenance, condition, investigation, and recurring failures affecting the Landlord-Controlled Systems serving the Project.

298. Defendants acquired that knowledge through their roles as Developer and Landlord, through their ownership and control of the Project and its centralized building systems, through their retention of engineers, consultants, contractors, utility specialists, and other

professionals, through their possession of the Building Automation System, manually maintained cooling tower logs, engineering analyses, contractor observations, utility calculations, historical operational data, and through their own continuing investigation of the recurring operational failures described throughout this Complaint.

299. Jair Lynch, as Developer, conceived, designed, developed, participated in, supervised, and/or approved construction of the Project, including the Landlord-Controlled Systems serving Plaintiffs' leased premises. Landlord thereafter owned, operated, maintained, investigated, enforced lease obligations concerning, and controlled those same building systems throughout Plaintiffs' tenancy.

300. Plaintiffs did not possess the same information. Plaintiffs necessarily relied upon Defendants for information concerning the operation, condition, investigation, and engineering analysis of the Landlord-Controlled Systems because Plaintiffs neither owned nor controlled those systems and had no independent access to the underlying operational information maintained by Defendants.

301. Defendants repeatedly represented that engineering investigations remained ongoing, that additional analyses were being performed, that reports were nearing completion, that engineering conclusions would be shared, and that utility reviews remained under evaluation.

302. At the same time, Defendants repeatedly requested financial records, maintenance records, contractor information, engineering contacts, equipment information, and other materials from Plaintiffs while continuing to retain exclusive possession of material operational information concerning the Landlord-Controlled Systems.

303. Plaintiffs repeatedly requested the underlying engineering information generated during Defendants' investigation, including the manually maintained cooling tower logs, Building

Automation System information, engineering reports, Conservice analyses, historical operating data, and other operational records necessary to independently evaluate the recurring failures affecting the Project.

304. Those requests included, among other things, the information Defendants represented they were reviewing in September 2025 concerning Conservice calculations, revised billing calculations, actual readings, estimated readings, zero-reading entries, credits, r, BTU meter photographs, and potential true-ups; the manually maintained cooling-tower logs Plaintiffs observed during the October 2025 on-site inspection; BAS data and temperature trend information; Salas O'Brien engineering review materials; and the engineering and operational data Defendants later characterized as "ownership information."

305. Defendants did not disclose all material information repeatedly requested by Plaintiffs before continuing to demand rent, utility charges, operating expenses, and other amounts claimed to be due under the Leases.

306. Rather than share the information affecting Plaintiffs' leased premises, Defendants intentionally failed to produce material operational information concerning Landlord-Controlled Systems.

307. Defendants further knew that Plaintiffs continued attributing substantial utility overcharges, operational failures, and business losses to those recurring conditions.

308. Defendants nevertheless continued withholding or failing to disclose material engineering information concerning those building systems while continuing to demand payment under the Leases and while continuing to dispute responsibility for Plaintiffs' recurring damages.

309. Indeed, Defendants continued communicating with Plaintiffs concerning the investigation without disclosing all material information concerning the recurring building-system

failures, continued requesting additional information from Plaintiffs, continued demanding rent and utility payments, continued denying responsibility for Plaintiffs' claimed damages, and continued pursuing enforcement of the Leases.

310. Landlord also issued a notice of default and pursued landlord-tenant enforcement actions while Defendants continued to possess or control material engineering, operational, and billing information that Plaintiffs had repeatedly requested and that bore directly on the amounts claimed, the propriety of the charges assessed, Landlord's own breaches, Plaintiffs' offsets and credits, and Plaintiffs' defenses to enforcement.

311. The information retained by Defendants was material. It bore directly upon the origin of the recurring operational failures, the propriety of the utility charges assessed against Plaintiffs, the parties' respective contractual obligations, Plaintiffs' claimed damages, Plaintiffs' requests for rent relief, Plaintiffs' requests for utility adjustments, Plaintiffs' ability to evaluate the recurring building conditions, and Plaintiffs' ability to determine the appropriate course of action concerning continued performance under the Leases.

312. The materiality of the withheld information was confirmed by Harris's engineering findings, which identified repeated malfunction of building condenser-water distribution pumps and separate concerns involving the design and installation of the water-to-water heat exchanger, both landlord-controlled building-system issues outside Plaintiffs' ownership and control. Those findings demonstrated that the information Defendants possessed or controlled was directly relevant to whether the recurring failures were caused by Plaintiffs' tenant equipment or by base-building systems for which Landlord and Defendants' representatives were responsible.

313. The materiality of the withheld information was further confirmed by Plaintiffs' contractor records and temperature data, including Fidelity records documenting abnormal WSHP

water temperatures, loop-pump issues, no-A/C and no-heat conditions, and incoming temperature records reflecting materially low, unstable, or erratic water temperatures at Tap99 and Kilwins.

314. Plaintiffs reasonably relied upon Defendants' continuing representations that the investigation remained ongoing, that engineering analyses would be completed and shared, that Conservice and BTU billing issues would be reviewed, and that the recurring operational issues were being evaluated through Defendants' engineering and utility consultants. Plaintiffs likewise reasonably relied upon Defendants to disclose material information obtained through Defendants' own investigation of the Landlord-Controlled Systems and, in reliance on those representations and omissions, continued cooperating with Defendants' investigation, continued attempting to operate their businesses, incurred additional service and engineering costs, delayed or refrained from taking alternative business and legal action, and attempted to resolve the parties' disputes without litigation.

315. Defendants' concealment and nondisclosure prevented Plaintiffs from timely understanding the full extent, origin, and significance of the recurring failures affecting the Landlord-Controlled Systems and delayed Plaintiffs' ability to fully evaluate their legal rights, business decisions, damages, and available remedies.

316. As a direct and proximate result of Defendants' fraudulent concealment, fraud by nondisclosure, and related fraudulent conduct, Plaintiffs sustained substantial damages, including but not limited to excessive utility charges affected by estimated readings, zero readings, credits, unsupported calculations, or unreconciled Conservice methodology, disputed BTU and condenser-water charges, recurring contractor expenses, emergency service charges, engineering expenses, diagnostic costs, repair and replacement costs, equipment damage or accelerated equipment wear, product loss, business interruption, lost sales, loss of business value, impairment of Plaintiffs'

leasehold interests, loss of customer goodwill, loss of use and enjoyment of the leased premises, wind-down and relocation-related losses, attorneys' fees and litigation costs where recoverable, and other damages to be proven at trial.

317. Defendants' conduct was willful, deliberate, knowing, and/or undertaken with conscious disregard for Plaintiffs' rights, thereby entitling Plaintiffs to recover punitive damages to the fullest extent permitted under District of Columbia law.

WHEREFORE, Plaintiffs Taphouse Management LLC and Cherry Sweets Ballpark DC LLC respectfully request that this Court enter judgment in their favor and against Defendants The Jair Lynch Companies, Inc. and Half Street Residential PJV, LLC, jointly and severally where permitted by law, and award the following relief:

A. Award compensatory damages in an amount to be determined at trial for all damages proximately caused by Defendants' fraud, fraudulent concealment, and fraud by nondisclosure, including but not limited to excessive utility charges, disputed BTU and condenser-water charges, contractor expenses, emergency service charges, engineering expenses, diagnostic costs, business interruption losses, equipment damage or accelerated wear, product loss, impairment of Plaintiffs' leasehold interests, diminution in business value, loss of customer goodwill, loss of use and enjoyment of the leased premises, wind-down and relocation-related losses, and all other damages recoverable under District of Columbia law;

B. Award consequential damages in an amount to be determined at trial;

C. Award punitive damages sufficient to punish Defendants for their fraudulent conduct and to deter similar conduct in the future;

D. Award pre-judgment and post-judgment interest as permitted by law;

E. Award Plaintiffs their reasonable attorneys' fees and litigation costs to the extent recoverable under applicable law, contract, or other equitable basis;

F. Award such equitable relief as the Court deems necessary to remedy the effects of Defendants' fraudulent conduct;

G. Award Plaintiffs their costs incurred in this action; and

H. Award such other and further legal and equitable relief as the Court deems just and proper.

COUNT II
BREACH OF CONTRACT
(Against Defendant Landlord)

318. Plaintiffs incorporate by reference Paragraphs 1 through 317 of the Complaint as if fully set forth herein.

319. The Taphouse Lease and Kilwins Lease constitute valid and enforceable contracts between Plaintiffs and Landlord.

320. Plaintiffs substantially performed their obligations under the Leases for years by constructing their businesses, paying rent and other charges, operating their businesses, maintaining tenant-owned equipment, cooperating with Defendants' investigations, and otherwise performing their contractual obligations until Defendants' prior material breaches and continuing course of conduct materially impaired Plaintiffs' rights under the Leases.

321. Under the Leases, Landlord expressly assumed numerous obligations concerning the landlord-controlled portions of the Project, including obligations relating to the construction, operation, maintenance, repair, replacement, and servicing of the centralized building systems and other portions of the Project identified throughout this Complaint.

322. Those obligations included, among others, Landlord's obligations under Article 7 of the Taphouse Lease and Kilwins Lease to maintain and repair the Building structure and base-building mechanical, electrical, plumbing, fire/life safety, HVAC systems, common areas, roof, foundation, exterior walls, and other landlord-controlled components; Landlord's obligations under Article 13 to furnish required building services and utilities; Landlord's obligations under Article 4 concerning the assessment of Base Rent, Additional Rent, Operating Expenses, Taxes, utilities, and other charges; and Landlord's Landlord Work / work-letter obligations concerning base-building infrastructure and indoor HVAC units tied to the building-wide condenser loop

323. Landlord materially breached the Leases by, among other things:

a. failing to provide, maintain, operate, repair, and correct the Landlord-Controlled Systems in the manner required by the Leases;

b. failing to properly maintain and repair the centralized condenser-water system, cooling towers, building condenser-water distribution pumps, water-to-water heat exchanger, BAS, BTU metering infrastructure, and related mechanical infrastructure;

c. failing to maintain the landlord-controlled condenser-water system, cooling-tower, loop-pump, water-supply, and related systems so that they supplied water within proper operating ranges during both cooling and heating conditions;

d. failing to timely investigate, repair, or correct recurring pump failures, abnormal condenser-water temperatures, heat-exchanger piping/configuration issues, and related base-building deficiencies after receiving repeated notice;

e. failing to properly calculate, reconcile, credit, true-up, abate, or account for utility, BTU, condenser-water, operating expense, additional rent, or other charges

assessed to Plaintiffs, including charges based on estimated readings, zero readings, unsupported meter data, credits, or unreconciled Conservice calculation;

f. failing to provide appropriate credits, offsets, rent abatements, or other relief for portions of the premises or lease-related areas rendered unusable or commercially impaired by landlord-controlled or landlord-coordinated conditions, including water discharge affecting Tap99's outdoor café seating;

g. assessing, demanding, collecting, or attempting to enforce excessive, unsupported, unreconciled, improperly calculated, or disputed utility and BTU charges resulting from or affected by recurring failures of Landlord-Controlled Systems;

h. failing to provide Plaintiffs with the logs, BAS data, Conservice calculations, meter readings, engineering analyses, reports, repair information, and other records necessary to evaluate disputed charges and recurring failures;

i. failing to maintain and repair other landlord-controlled portions of the Project and premises, including conditions involving water intrusion, water discharge onto café seating, exterior flashing and building-envelope deficiencies, paver and public-realm conditions, termite activity, and other recurring conditions described throughout this Complaint;

j. continuing to demand full rent, additional rent, utility charges, and other amounts while Landlord's own breaches, disputed utility charges, withheld information, and recurring landlord-controlled deficiencies remained unresolved; and

k. otherwise failing to perform Landlord's obligations under the Leases.

324. Landlord's breaches were not isolated or technical breaches of the Leases. Rather, they constituted repeated and continuing failures to perform material obligations that formed the

very basis of Plaintiffs' decision to lease, construct, and operate two long-term hospitality businesses within the Project.

325. The recurring failures of the Landlord-Controlled Systems substantially impaired Plaintiffs' ability to receive the benefit of the bargain contemplated by the Leases. Plaintiffs leased the premises with the expectation that the Landlord-Controlled Systems, including the centralized condenser water system and related infrastructure, would be properly designed, constructed, maintained, operated, repaired, and monitored by Landlord throughout the lease term.

326. Instead, Plaintiffs were required to repeatedly respond to recurring failures of Landlord-Controlled Systems, expend substantial sums attempting to diagnose conditions originating outside their leased premises, retain contractors and engineers, repeatedly interrupt business operations, and continually address conditions that Landlord was contractually obligated to investigate, maintain, repair, or correct.

327. Landlord's breaches were further material because they extended beyond the centralized mechanical systems. As set forth above, Plaintiffs repeatedly experienced additional recurring landlord-controlled conditions affecting the premises, including recurring water intrusion and water discharge, deficiencies involving exterior flashing, deterioration and settlement of exterior pavers, termite activity, and other recurring conditions requiring Landlord's investigation and correction

328. Collectively, Landlord's repeated failures materially interfered with Plaintiffs' beneficial use and enjoyment of the leased premises, materially impaired Plaintiffs' ability to operate their businesses in the manner contemplated by the Leases, materially increased Plaintiffs' operating expenses, and substantially diminished the value of the leasehold interests conveyed to Plaintiffs.

329. Landlord's material breaches and recurring failures of Landlord-Controlled Systems preceded Plaintiffs' decision to withhold rent and materially affected Plaintiffs' payment obligations, offsets, credits, defenses, and remedies under the Leases.

330. To the extent Landlord contends Plaintiffs failed to perform any payment obligation, Plaintiffs deny that Landlord is entitled to the amounts claimed and further allege that any such performance was excused, reduced, offset, abated, or otherwise affected by Landlord's prior material breaches, continuing breaches, improper or unreconciled utility charges, failure to provide required services, failure to maintain Landlord-Controlled Systems, and failure to disclose material information necessary to determine the amounts properly owed.

331. As a direct and proximate result of Landlord's material breaches of the Leases, Plaintiffs have sustained and continue to sustain substantial damages, including but not limited to excessive utility charges, disputed BTU and condenser-water charges, utility charges affected by estimated readings, zero readings, credits, unsupported calculations, or unreconciled Conservice methodology, improperly assessed additional rent or operating expenses, rent paid or demanded for unusable or impaired seating and exterior areas, contractor expenses, emergency service charges, engineering expenses, diagnostic costs, repair and replacement costs, HVAC and WSHP service costs, refrigeration and walk-in equipment service costs where caused or materially affected by building water-supply conditions, equipment damage or accelerated equipment wear, product loss, business interruption losses, increased operating expenses, lost sales, lost profits and/or diminution in business value without duplication, impairment of leasehold interests, loss of customer goodwill, loss of use and enjoyment of the leased premises, wind-down and relocation-related losses, and additional damages to be proven at trial.

WHEREFORE, Plaintiffs Taphouse Management LLC and Cherry Sweets Ballpark DC LLC respectfully request that this Court enter judgment in their favor and against Defendant Half Street Residential PJV, LLC, as Landlord for compensatory damages, consequential damages where recoverable, credits, offsets, abatements, recoupment, restitution, pre-judgment interest, post-judgment interest, attorneys' fees and costs to the extent recoverable under the Leases or applicable law, and such other and further relief as this Court deems just and proper.

COUNT III
BREACH OF THE COVENANT OF QUIET ENJOYMENT
(Against Defendant Landlord)

332. Plaintiffs incorporate by reference Paragraphs 1 through 331 of the Complaint as if fully set forth herein.

333. The Leases expressly and impliedly included a covenant of quiet enjoyment, pursuant to which Plaintiffs were entitled to the uninterrupted possession, occupancy, beneficial use, and enjoyment of the leased premises for the operation of the restaurant and hospitality businesses expressly contemplated by the Leases. That use necessarily required premises served by functioning heating, cooling, refrigeration-supporting, utility, common-area, exterior, and base-building systems sufficient to permit ordinary restaurant, bar, and food-service operations.

334. The covenant of quiet enjoyment required Landlord to refrain from substantially interfering with Plaintiffs' beneficial use and enjoyment of the leased premises through conditions, acts, or omissions attributable to Landlord.

335. Landlord's interference was compounded by Landlord's continued withholding or delay of material logs, BAS data, engineering analyses, Conservice calculations, and repair information necessary for Plaintiffs to understand and address the recurring conditions, while Landlord continued demanding payment and pursuing enforcement under the Leases.

336. Throughout Plaintiffs' tenancy, Landlord repeatedly failed to maintain, repair, and operate Landlord-Controlled Systems and other portions of the Project, resulting in recurring conditions that substantially interfered with Plaintiffs' ability to use and enjoy the leased premises for their intended commercial purposes.

337. Those recurring conditions included, among other things:

a. recurring failures and abnormal operation of the centralized condenser-water system;

b. excessive condenser-water and WSHP water temperatures during cooling conditions, including documented temperatures at or near 120°F;

c. inadequate, unstable, or erratic water temperatures during heating conditions, including temperatures materially below expected operating ranges;

d. repeated heating and cooling failures affecting Plaintiffs' businesses, including no-A/C, no-heat, control, pump, freeze-sensor, and water-source heat pump issues;

e. pump failures and heat-exchanger issues involving Landlord-Controlled Systems;

f. recurring excessive or disputed utility and BTU charges associated with the landlord-controlled mechanical systems;

g. repeated emergency service calls, contractor interventions, and equipment stress;

h. recurring water intrusion and water discharge affecting Plaintiffs' premises and outdoor café seating area;

i. deficiencies involving exterior flashing, waterproofing, building-envelope, sill, threshold, and related conditions;

j. deterioration, settlement, and public-realm issues involving exterior pavers and adjacent areas;

k. recurring termite activity; and

l. the additional recurring landlord-controlled conditions described throughout this Complaint.

338. These conditions directly affected Plaintiffs' customer-facing operations, including customer comfort, food and product integrity, refrigeration reliability, use of outdoor seating, seating capacity, appearance and safety of exterior areas, employee working conditions, customer confidence, and Plaintiffs' ability to provide the hospitality experience contemplated by the Leases.

339. Landlord received repeated notice of those conditions over a period of years, repeatedly investigated many of those conditions through engineers, contractors, consultants, and other representatives, and nevertheless failed to timely correct, resolve, or otherwise eliminate the recurring interference affecting Plaintiffs' use of the premises.

340. The recurring conditions were not isolated maintenance issues. Collectively, they materially impaired Plaintiffs' ability to operate the restaurant and hospitality businesses contemplated by the Leases, substantially interfered with Plaintiffs' beneficial use and enjoyment of the leased premises, increased Plaintiffs' operating expenses, interrupted normal business operations, and substantially diminished the value of Plaintiffs' leasehold interests.

341. Landlord's continuing investigation of many of those recurring conditions, together with the Fidelity service records, temperature data, Conservice review, Salas O'Brien investigation, and Harris engineering findings described above, further demonstrated that the recurring interference originated in or was materially affected by Landlord-Controlled Systems, information, and conditions rather than isolated failures of Plaintiffs' tenant-owned equipment.

342. As a direct and proximate result of Landlord's repeated and continuing interference with Plaintiffs' beneficial use and enjoyment of the leased premises, Plaintiffs sustained substantial

damages, including business interruption, increased operating expenses, excessive utility charges, disputed BTU and condenser-water charges, contractor expenses, emergency service expenses, engineering expenses, diagnostic costs, repair and replacement costs, equipment damage or accelerated wear, product loss, loss of sales, loss of business value, impairment of leasehold interests, loss of customer goodwill, wind-down and relocation-related losses, and the additional damages described throughout this Complaint.

343. The cumulative effect of Landlord's recurring interference ultimately deprived Plaintiffs of the beneficial use and enjoyment of the leased premises contemplated by the Leases.

WHEREFORE, Plaintiffs Taphouse Management LLC and Cherry Sweets Ballpark DC LLC respectfully request that this Court enter judgment in their favor and against Defendant Half Street Residential PJV, LLC and award:

A. Compensatory damages resulting from Landlord's breach of the covenant of quiet enjoyment;

B. Damages for the loss of Plaintiffs' beneficial use and enjoyment of the leased premises;

C. Damages arising from business interruption, increased operating expenses, excessive utility charges, engineering expenses, contractor expenses, impairment of the leasehold interests, loss of business value, loss of customer goodwill, and all other damages proximately resulting from Landlord's breach;

D. Credits, offsets, abatements, recoupment;

E. Pre-judgment and post-judgment interest;

F. Attorneys' fees and litigation costs to the extent recoverable under the Leases or applicable law;

G. Costs incurred in this action; and

H. Such other and further legal and equitable relief as the Court deems just and proper.

COUNT IV
CONSTRUCTIVE EVICTION
(Against Defendant Landlord)

344. Plaintiffs plead this Count in the alternative to the extent the facts establish that Landlord's conduct substantially deprived Plaintiffs of the beneficial use and enjoyment of the leased premises and caused Plaintiffs to surrender possession.

345. Plaintiffs incorporate by reference Paragraphs 1 through 344 of the Complaint as if fully set forth herein.

346. At all relevant times, Landlord owed Plaintiffs the obligation to provide and maintain leased premises suitable for the operation of the businesses contemplated by the Leases and to refrain from substantially interfering with Plaintiffs' possession, occupancy, and beneficial use of those premises.

347. As described throughout this Complaint, Landlord repeatedly failed to maintain, repair, operate, and correct recurring deficiencies affecting Landlord-Controlled Systems and other portions of the Project, including the centralized condenser water system and the additional recurring landlord-controlled conditions described herein.

348. Those recurring conditions materially and substantially interfered with Plaintiffs' possession, occupancy, beneficial use, and intended commercial operation of the leased premises.

349. Landlord received repeated notice of those recurring conditions over a period of years, investigated many of those conditions through its own engineers, consultants, contractors, and representatives, and nevertheless failed to timely remedy the recurring deficiencies materially affecting Plaintiffs' businesses.

350. Landlord's continuing failures, viewed collectively, substantially deprived Plaintiffs of the beneficial use and enjoyment of the leased premises contemplated by the Leases. The interference was substantial because it affected essential aspects of the leased premises and permitted uses, including heating, cooling, refrigeration-supporting systems, utility charges, product integrity, customer seating, outdoor café use, food-service operations, customer comfort, employee working conditions, and the economic viability of continuing operations.

351. Plaintiffs did not elect to surrender possession because of ordinary business risk, isolated maintenance conditions, or a desire to avoid lease obligations. Plaintiffs' decision was caused by the cumulative effect of Landlord's prior and continuing material breaches, recurring base-building failures, unresolved utility and BTU disputes, withheld operational and billing information, enforcement pressure, and recurring landlord-controlled conditions affecting the premises.

352. Landlord's continuing conduct further included recurring utility disputes, continued assessment of utility charges generated through Landlord-Controlled Systems, continued engineering investigations, repeated requests for information from Plaintiffs, continuing refusal to provide complete engineering and operational information requested by Plaintiffs, and continued demands for payment under the Leases despite the recurring conditions described herein.

353. By July 2026, after years of recurring operational failures, engineering investigations, recurring landlord-controlled deficiencies, disputed utility charges, substantial business interruption, and continuing material interference with Plaintiffs' businesses, Plaintiffs determined that they could no longer reasonably continue operating from the leased premises.

354. After the cumulative effect of Landlord's recurring breaches, withheld information, unresolved utility disputes, enforcement actions, and Harris's engineering findings made continued

operation commercially and operationally untenable, Plaintiffs commenced winding down business operations and intend to permanently surrender possession of the leased premises on or about August 1, 2026.

355. Plaintiffs' surrender is the direct result of Landlord's recurring landlord-controlled deficiencies and continuing interference and is intended to occur after Plaintiffs deposited rent into the Court registry pursuant to the Protective Order for the period preceding surrender.

356. Landlord's conduct, viewed collectively and in light of Plaintiffs' resulting surrender of possession, constitutes constructive eviction under District of Columbia law or, in the alternative, supports such relief to the extent established by the evidence at trial.

357. As a direct and proximate result of Landlord's constructive eviction, Plaintiffs sustained substantial damages, including abandonment or impairment of long-term leasehold interests, loss or impairment of tenant improvements, equipment losses, product loss, loss of enterprise value, loss of customer goodwill, relocation and wind-down expenses, business interruption losses, contractor expenses, emergency service charges, engineering expenses, HVAC and WSHP service and repair costs, refrigeration and walk-in equipment service costs where caused or materially affected by building water-supply conditions, rent paid or demanded for unusable or impaired seating and exterior areas, excessive utility charges, disputed BTU and condenser-water charges, attorneys' fees where recoverable, and the additional damages described throughout this Complaint.

WHEREFORE, Plaintiffs Taphouse Management LLC and Cherry Sweets Ballpark DC LLC respectfully request that this Court enter judgment in their favor and against Defendant Half Street Residential PJV, LLC and award:

A. Compensatory damages resulting from Landlord's constructive eviction;

B. Damages arising from the loss of Plaintiffs' leasehold interests, tenant improvements, business operations, enterprise value, customer goodwill, relocation expenses, and all other damages proximately resulting from Landlord's conduct;

C. Credits, offsets, abatements, recoupment;

D. Pre-judgment and post-judgment interest;

E. Attorneys' fees and litigation costs to the extent recoverable under the Leases or applicable law;

F. Costs incurred in this action; and

G. Such other and further legal and equitable relief as the Court deems just and proper.

COUNT V
DECLARATORY JUDGMENT
(Against All Defendants)

358. Plaintiffs incorporate by reference Paragraphs 1 through 357 of the Complaint as if fully set forth herein.

359. An actual, present, and justiciable controversy exists between Plaintiffs and Defendants concerning the parties' respective rights, duties, obligations, liabilities, claims, defenses, offsets, credits, and remedies arising out of the Leases, the Landlord-Controlled Systems serving the Project, the recurring building deficiencies described throughout this Complaint, the disputed utility and BTU charges, the notice of default, the landlord-tenant actions, Plaintiffs' court-registry deposits, Plaintiffs' anticipated surrender of the premises, and Defendants' continuing enforcement of the Leases and related guaranties.

360. Defendants contend that Plaintiffs, and potentially their guarantors, remain liable for rent, additional rent, operating expenses, utility charges, and other obligations arising under the Leases and any guaranties executed in connection with the Leases.

361. Plaintiffs dispute those contentions and contend that Defendants materially breached the Leases, materially interfered with Plaintiffs' beneficial use and enjoyment of the leased premises, fraudulently concealed material information concerning recurring landlord-controlled building deficiencies, and otherwise engaged in the conduct described throughout this Complaint.

362. Plaintiffs further contend that Defendants improperly assessed, demanded, collected, or attempted to enforce utility, BTU, condenser-water, additional rent, operating expense, rent, or other charges arising from or affected by recurring failures of Landlord-Controlled Systems, Conservice calculations, actual readings, estimated readings, zero readings, credits, meter readings, meter multipliers, billing rates, BAS data, and unreconciled or undisclosed utility methodologies.

363. Plaintiffs further contend that Defendants' prior material breaches, recurring landlord-controlled deficiencies, fraudulent conduct, and continuing interference with Plaintiffs' leasehold rights materially affected the parties' respective contractual obligations under the Leases and the enforceability and scope of Defendants' continuing claims for rent and other amounts allegedly due.

364. Plaintiffs further contend that their court-registry deposits, planned cessation of operations, and anticipated surrender of the premises do not waive Plaintiffs' claims, defenses, offsets, credits, abatements, recoupment, damages, or rights to declaratory and equitable relief arising from Defendants' prior and continuing conduct.

365. Plaintiffs therefore seek a declaration determining, among other things:

a. the parties' respective rights and obligations under the Leases;

b. whether Landlord materially breached the Leases;

c. whether Landlord breached the covenant of quiet enjoyment;

d. whether Landlord constructively evicted Plaintiffs, if the facts established at trial so warrant;

e. whether Defendants fraudulently concealed or failed to disclose material information concerning Landlord-Controlled Systems, billing calculations, engineering analyses, and operational data;

f. the parties' respective rights concerning disputed utility, BTU, condenser-water, additional rent, operating expense, and related charges;

g. whether Plaintiffs are entitled to credits, offsets, abatements, recoupment, restitution, true-ups, reconciliations, or other adjustments against amounts claimed by Landlord;

h. whether Landlord is entitled to recover the amounts claimed in the notice of default and landlord-tenant actions;

i. the effect of Plaintiffs' court-registry deposits on the parties' rights and obligations;

j. the parties' respective rights and obligations arising from Plaintiffs' anticipated surrender of the leased premises;

k. the parties' respective rights and obligations under any personal guaranties;

l. Plaintiffs' entitlement to damages and other relief described throughout this Complaint; and

m. such additional declarations as the Court determines are necessary to completely resolve the parties' controversy.

366. A judicial declaration of the parties' rights and obligations will terminate the present controversy, resolve uncertainty concerning the parties' future obligations, avoid multiple actions, and afford complete relief to all parties.

WHEREFORE, Plaintiffs Taphouse Management LLC and Cherry Sweets Ballpark DC LLC respectfully request that this Court enter judgment in their favor and against Defendant The Jair Lynch Companies, Inc. and, Defendant Half Street Residential PJV, LLC, jointly and severally where permitted by law, and award the following relief:

A. That Defendants materially breached the Leases;

B. That Defendants breached the covenant of quiet enjoyment;

C. That Defendants constructively evicted Plaintiffs, if the facts established at trial so warrant;

D. That Defendants fraudulently concealed material information concerning the recurring landlord-controlled building deficiencies;

E. The parties' respective rights and obligations concerning the disputed utility charges;

F. The parties' respective rights and obligations following Plaintiffs' surrender of the leased premises;

G. The parties' respective rights and obligations under the personal guaranties

H. Plaintiffs' entitlement to recover the damages described throughout this Complaint;

I. Plaintiffs' costs incurred in this action; and

J. Such other and further legal and equitable relief as the Court deems just and proper;

COUNT VI
EQUITABLE ACCOUNTING
(Against Defendant Landlord)

367. Plaintiffs incorporate by reference Paragraphs 1 through 366 of the Complaint as if fully set forth herein.

368. An equitable accounting is necessary because the disputed charges arise from complex utility, BTU, condenser-water, operating expense, and building-system calculations that Plaintiffs cannot independently verify without records, data, methodologies, calculations, and engineering information maintained or controlled by Landlord and its agents.

369. Throughout Plaintiffs' tenancy, Landlord assessed, billed, collected, recalculated, adjusted, investigated, and otherwise maintained exclusive possession and control over the records concerning utility charges assessed against Plaintiffs, including charges associated with the centralized condenser water system serving the Project.

370. Those records include, among other things, BAS data, BAS trend reports, BTU meter readings, actual readings, estimated readings, zero-reading entries, credits, meter photographs, meter multipliers, BTU-to-kWh conversion factors, PEPCO rates, manually maintained cooling-tower temperature logs, condenser-water logs, Conservice calculations, revised Conservice calculations, utility allocation methodologies, central plant / condenser-water billing methodologies, engineering analyses, Salas O'Brien review materials, heat-exchanger repair information, historical utility adjustments, credits, true-ups, reconciliations, invoices, contractor reports, and other operational and financial records concerning the Landlord-Controlled Systems.

371. Landlord repeatedly represented that those records were being reviewed, recalculated, analyzed, or investigated while simultaneously requesting financial and operational information from Plaintiffs.

372. Landlord and its representatives specifically represented that they had met with Conservice regarding billing calculations, requested and received revised calculations, photographed Plaintiffs' BTU meter readings, intended to compare those readings with Conservice billing data, and would consider billing adjustments or a true-up if appropriate.

373. Plaintiffs repeatedly requested production of those records and repeatedly requested that the parties jointly review the underlying engineering and utility information to determine the proper utility charges attributable to Plaintiffs' leased premises.

374. Despite those requests, Landlord retained exclusive possession and control of substantial portions of the information necessary to determine the accuracy of the utility charges assessed against Plaintiffs, the operation of the Landlord-Controlled Systems, the methodology utilized to allocate utility consumption, the effect of recurring building-system failures on utility consumption, and the extent of any credits, adjustments, or reconciliations due.

375. Plaintiffs' own invoices, service records, and payment records do not reveal the underlying calculations, meter data, conversion factors, operating assumptions, system conditions, engineering conclusions, or allocation methodologies used by Landlord, Conservice, and Defendants' consultants to assess the disputed charges.

376. Plaintiffs cannot determine the full amount of utility overcharges, credits, adjustments, reconciliations, offsets, reimbursements, or other amounts due without access to the books, records, engineering information, utility calculations, and operational data maintained by Landlord.

377. The accounting sought by Plaintiffs is not limited to utility invoices. Rather, Plaintiffs seek a complete accounting of all amounts assessed, collected, adjusted, credited, reconciled, investigated, or otherwise attributed to Plaintiffs under the Leases arising from the operation of the Landlord-Controlled Systems, including all calculations, methodologies, engineering information, and supporting documentation utilized by Landlord in assessing those amounts. The accounting should also identify the months for which charges were based on estimated readings, zero readings, manual readings, revised calculations, credits, adjustments, or other non-actual-reading methodologies.

378. The need for an accounting is heightened because Landlord has demanded payment, issued a notice of default, and pursued landlord-tenant enforcement actions based on amounts that include or are affected by disputed rent, utility, BTU, condenser-water, operating expense, additional rent, or other charges that cannot be verified without the requested accounting.

379. Equity requires a full accounting because the relevant information has remained substantially within Landlord's possession or control; Plaintiffs have repeatedly requested access to that information; Landlord and its representatives represented that calculations, revisions, reviews, reports, and potential true-ups were underway; the information is necessary to determine the full extent of the parties' rights and obligations; and Landlord has continued to demand and enforce payment while the underlying calculations and supporting data remain unresolved.

WHEREFORE, Plaintiffs Taphouse Management LLC and Cherry Sweets Ballpark DC LLC respectfully request that this Court:

A. Order Landlord to provide a complete accounting of all rent, additional rent, utility charges, BTU calculations, condenser-water charges, operating expenses, engineering analyses, Conservice calculations and revised calculations, actual readings, estimated

readings, zero readings, credits, meter readings, meter photographs, meter multipliers, BTU-to-kWh conversion factors, PEPCO rates, manually maintained operational logs, condenser-water logs, BAS data and trend reports, utility allocation methodologies, central plant / condenser-water billing methodologies, credits, adjustments, true-ups, reconciliations, and all other information relating to utility charges, operating expenses, and other amounts assessed against Plaintiffs during the tenancy;

B. Determine the amounts, if any, improperly assessed, collected, demanded or sought from Plaintiffs;

C. Award Plaintiffs all amounts determined to have been improperly assessed or collected, together with pre-judgment and post-judgment interest;

D. Award Plaintiffs their attorneys' fees and costs to the extent recoverable under the Leases or applicable law;

E. Award Plaintiffs their costs incurred in this action; and

F. Award such other and further legal and equitable relief as the Court deems just and proper.

COUNT VII
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Against Defendant Landlord)

380. Plaintiffs incorporate by reference Paragraphs 1 through 379 of the Complaint as if fully set forth herein.

381. The Leases are valid and enforceable contracts between Plaintiffs and Landlord.

382. Under District of Columbia law, the Leases include an implied covenant of good faith and fair dealing.

383. The implied covenant of good faith and fair dealing required Landlord to exercise its contractual rights, discretion, billing authority, enforcement rights, repair obligations, maintenance obligations, utility-related functions, operating-expense authority, and other lease-related authority in a manner that did not destroy, injure, or interfere with Plaintiffs' right to receive the benefits of the Leases.

384. This Count is based on Landlord's bad-faith exercise of contractual discretion and control over utility billing, operating expense charges, records, reconciliation, investigation, repair coordination, rent demands, default rights, and enforcement remedies, and not merely on Landlord's failure to perform express maintenance obligations.

385. Plaintiffs reasonably expected under the Leases that Landlord would act in good faith in connection with the operation, maintenance, repair, investigation, billing, accounting, and enforcement of Landlord-Controlled Systems and charges affecting Plaintiffs' premises.

386. Plaintiffs further reasonably expected that Landlord would not use its control over base-building systems, engineering information, operational logs, BAS data, Conservice calculations, utility billing methodology, repair information, and lease enforcement rights in a manner that deprived Plaintiffs of the benefit of their bargains under the Leases.

387. Landlord breached the implied covenant of good faith and fair dealing by exercising its contractual rights, discretion, and control in a manner that deprived Plaintiffs of the benefits reasonably expected under the Leases.

388. Landlord's breaches included, among other things, continuing to demand rent, additional rent, utility charges, BTU charges, operating expenses, and other amounts while recurring Landlord-Controlled System failures remained unresolved and while Landlord withheld or delayed production of material logs, BAS data, actual readings, estimated readings, zero-

readings information, Conservice calculations, engineering analyses, repair information, and other records necessary to determine the amounts properly owed.

389. Landlord further breached the implied covenant by representing that utility calculations, Conservice reviews, engineering analyses, BAS reviews, and potential billing adjustments or true-ups were underway, while failing to provide Plaintiffs with the underlying information necessary to evaluate those reviews and while continuing to reserve rights, issue a notice of default, and pursue landlord-tenant enforcement actions.

390. Landlord further breached the implied covenant by maintaining exclusive or superior control over the records and information necessary to evaluate disputed charges while simultaneously requiring Plaintiffs to continue paying or defending against claimed rent, utility, additional rent, operating expense, and other obligations.

391. Landlord further breached the implied covenant by failing to address Plaintiffs' requests for credits, abatements, or rent relief in good faith, including Plaintiffs' request for a proportional rent waiver or credit arising from the water-discharge condition that affected approximately 24.4% of Tap99's seating.

392. Landlord further breached the implied covenant by attributing recurring operational failures, utility charges, and alleged defaults to Plaintiffs' tenant equipment, consumption, or payment obligations while possessing, controlling, or withholding material information concerning Landlord-Controlled Systems that Harris later identified as the source of recurring operational failures.

393. Landlord further breached the implied covenant by failing to act transparently, consistently, and in good faith in connection with the investigation, repair, correction, billing, reconciliation, and enforcement issues described throughout this Complaint.

394. Landlord's conduct had the effect of frustrating Plaintiffs' rights to receive the benefit of the Leases, including premises served by functioning Landlord-Controlled Systems, accurately assessed utility and operating expense charges, meaningful access to information necessary to evaluate charges and system failures, and fair treatment in connection with disputed amounts and lease enforcement.

395. Landlord's conduct also frustrated Plaintiffs' reasonable expectations that disputes concerning Landlord-Controlled Systems and utility charges would be investigated, disclosed, reconciled, and addressed in good faith before Landlord demanded full payment, issued a notice of default, or pursued landlord-tenant enforcement actions based on disputed amounts.

396. As a direct and proximate result of Landlord's breach of the implied covenant of good faith and fair dealing, Plaintiffs suffered substantial damages, including excessive utility charges, disputed BTU and condenser-water charges, contractor expenses, emergency service charges, engineering expenses, diagnostic costs, repair and replacement costs, equipment damage or accelerated equipment wear, product loss, business interruption, increased operating expenses, impairment of leasehold interests, loss of use and enjoyment, loss of business value, loss of customer goodwill, wind-down and relocation-related losses, attorneys' fees where recoverable, and other damages to be proven at trial.

397. Plaintiffs seek damages under this Count to the extent not duplicative of damages awarded under Plaintiffs' breach-of-contract claim.

WHEREFORE, Plaintiffs Taphouse Management LLC and Cherry Sweets Ballpark DC LLC respectfully request that this Court enter judgment in their favor and against Defendant Half Street Residential PJV, LLC, as Landlord, and award compensatory damages, consequential damages where recoverable, credits, offsets, abatements, recoupment, restitution, pre-judgment

and post-judgment interest, attorneys' fees and costs to the extent recoverable under the Leases or applicable law, and such other and further relief as the Court deems just and proper.

COUNT VIII
NEGLIGENT MISREPRESENTATION
(Against all Defendants)

398. Plaintiffs incorporate by reference Paragraphs 1 through 397 of the Complaint as if fully set forth herein.

399. Throughout the parties' relationship, Defendants undertook to investigate recurring operational failures affecting the Project, evaluate Plaintiffs' utility concerns, review engineering issues concerning the Landlord-Controlled Systems, and communicate the results of those investigations to Plaintiffs.

400. In the course of that undertaking, Defendants repeatedly supplied information to Plaintiffs concerning the status of the engineering investigation, the operation of the Landlord-Controlled Systems, the Conservice utility review, the Building Automation System data, the BTU calculations, the recurring operational failures, and the causes of those failures.

401. Defendants further represented that engineering reviews remained ongoing, that utility calculations were being reviewed and recalculated, that reports would be forthcoming, that operational issues were continuing to be evaluated, and that Defendants would share the results of those investigations with Plaintiffs.

402. Those representations included, among others, representations that Conservice calculations were being reviewed and revised; that BTU meter readings were being photographed and compared against Conservice billing data; that billing adjustments or a true-up would be considered if appropriate; that BAS data, cooling-tower information, and related materials were being reviewed by Salas O'Brien; that a certified engineering report would be forthcoming; that

logs and supporting information would be shared; and that the recurring system and billing issues were being investigated in a complete and transparent manner.

403. Defendants also supplied partial information while withholding material information, including historical cooling-tower logs, BAS trend data, Conservice calculations, revised calculations, meter photographs, engineering analyses, Salas O'Brien review materials, and other information Defendants later characterized as "ownership information."

404. Having undertaken to investigate Plaintiffs' complaints, communicate the status and results of those investigations, request information from Plaintiffs, and represent that billing and engineering reviews would be completed and shared, Defendants owed Plaintiffs a duty to exercise reasonable care in supplying complete and accurate information concerning those matters.

405. Defendants knew that Plaintiffs would rely upon those representations in making continuing business decisions, including decisions concerning continued operation of their businesses, continued investment in the leased premises, continued payment of contractors, continued maintenance of tenant-owned equipment, continued participation in Defendants' investigation, continued payment of utility charges, continued discussions concerning lease modifications, and other business decisions affecting Plaintiffs' operations.

406. Defendants failed to exercise reasonable care in obtaining, communicating, and disclosing information concerning the recurring operational failures affecting the Project and the Landlord-Controlled Systems.

407. Defendants further failed to exercise reasonable care by communicating partial information while omitting material engineering and operational information concerning the recurring failures that Defendants had obtained through their own investigation.

408. Defendants further failed to exercise reasonable care by continuing to communicate with Plaintiffs concerning the recurring operational issues while failing to disclose engineering information materially bearing upon the source of those recurring failures, the operation of the Landlord-Controlled Systems, and the propriety of the utility charges assessed against Plaintiffs.

409. The independent engineering findings ultimately established that recurring operational failures originated within components of the landlord-controlled centralized mechanical systems, materially differing from the understanding conveyed to Plaintiffs throughout much of Defendants' investigation.

410. Harris's engineering findings materially differed from the understanding Defendants conveyed or allowed Plaintiffs to maintain because Harris identified repeated malfunction of building condenser-water distribution pumps and heat-exchanger piping/design issues involving Landlord-Controlled Systems outside Plaintiffs' ownership and control.

411. Plaintiffs reasonably relied upon Defendants' representations and omissions by continuing to cooperate with Defendants' investigation, continuing to provide requested information, continuing to incur contractor and engineering expenses, continuing to maintain and repair tenant-side equipment, continuing to evaluate disputed utility charges through Defendants' promised review process, continuing to discuss potential lease modifications or business resolutions, delaying or refraining from other legal and business action, and attempting to continue operating their businesses while Defendants represented that the investigations remained ongoing and that information would be forthcoming.

412. Had Defendants exercised reasonable care in communicating complete and accurate information concerning the recurring landlord-controlled deficiencies, Plaintiffs would

have materially altered their business decisions, engineering efforts, financial decisions, and legal strategy at an earlier time.

413. Those altered decisions would have included, among other things, earlier pursuit of legal remedies, earlier demand for accounting and injunctive or declaratory relief, different decisions concerning continued operation, rent payments, registry deposits, equipment repairs, contractor expenses, business wind-down, lease negotiations, and mitigation.

414. As a direct and proximate result of Defendants' negligent misrepresentations and negligent omissions, Plaintiffs sustained substantial damages, including excessive utility charges, disputed BTU and condenser-water charges, contractor expenses, emergency service charges, engineering expenses, diagnostic costs, repair and replacement costs, equipment damage or accelerated equipment wear, product loss, business interruption, increased operating expenses, lost sales, lost profits and/or diminution in business value without duplication, impairment of leasehold interests, loss of customer goodwill, wind-down and relocation-related losses, attorneys' fees and litigation costs where recoverable, and the additional damages described throughout this Complaint.

WHEREFORE, Plaintiffs Taphouse Management LLC and Cherry Sweets Ballpark DC LLC respectfully request that this Court enter judgment in their favor and against Defendants The Jair Lynch Companies, Inc. and Half Street Residential PJV, LLC, jointly and severally where permitted by law, and award the following relief:

A. Award consequential damages resulting from Defendants' negligent misrepresentations and omissions;

B. Award damages arising from excessive utility charges, contractor expenses, engineering expenses, business interruption, increased operating expenses, impairment

of Plaintiffs' leasehold interests, loss of business value, loss of customer goodwill, and all other damages proximately resulting from Defendants' conduct;

C. Award pre-judgment and post-judgment interest as permitted by law;

D. Award Plaintiffs their reasonable attorneys' fees and litigation costs to the extent recoverable under applicable law or contract;

E. Award such equitable relief as the Court deems necessary to remedy the effects of Defendants' negligent misrepresentations, omissions, and related conduct;

F. Award Plaintiffs their costs incurred in this action; and

G. Award such other and further legal and equitable relief as the Court deems just and proper.

JURY DEMAND. Pursuant to Rule 38 of the Superior Court Rules of Civil Procedure, Plaintiff hereby demands a trial by jury on all issues so triable.

Dated: July 14, 2026

Respectfully submitted,

RLG LAW

/s/ Seth A. Robbins

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