

COMMUNITY CULTURAL CENTER ROOM 111/MICROSOFT "TEAMS"

FEES COMMITTEE

April 17, 2023

TO: Councillors Awet Tsegai and Travis Simpson

FROM: Harry Amadasun, Chair

RE: Monday, April 17, 2023 @ 6:30 p.m.

This meeting is accessible through "Microsoft Teams" 1 929-235-8441 Conference ID: 989 788 128# or [Click here to join the meeting](#)

AGENDA

1. CALL TO ORDER
 2. APPROVAL OF MINUTES
 - A. February 15, 2023
 - B. ~~March 29, 2023~~ April 3, 2023 Combined Meeting with Tax Policy Committee
 3. OPPORTUNITY FOR RESIDENTS TO SPEAK
 4. OLD BUSINESS
 - A. 363 Roberts Street
 5. NEW BUSINESS
 - A. Fire and Building Inspection Permit Fees
 - B. 650 Connecticut Boulevard
 - C. Lease of Cricket Field at Shea Park
 6. ADJOURNMENT
- c: Town Council
Mayor Walsh
Melissa McCaw, Finance Director
Eileen Buckheit, Development Director
Ted Fravel, Director of Parks and Recreation

COMMUNITY CULTURAL CENTER ROOM 111/MICROSOFT "TEAMS"

FEES COMMITTEE

February 15, 2023

PRESENT Chair Harry Amadasun, Councillors Awet Tsegai (via Teams) and Travis Simpson

ALSO Mayor Michael P. Walsh (via Teams)
PRESENT Eileen Buckheit, Development Director

CALL TO ORDER

Chair Amadasun called the meeting to order at 6:05 p.m..

APPROVAL OF MINUTES

October 24, 2022

MOTION By Travis Simpson
seconded by Harry Amadasun
to **approve** the minutes of the October 24, 2022 meeting.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

NEW BUSINESS

363 Roberts Street

Director Buckheit introduced Gary Patel, Asset Manager for Kautilya East Hartford Hotel, LLC. Last fall, the business acquired the hotel property at 363 Roberts Street. Mr. Patel has started a renovation project on the site to convert the space to a hybrid extended/short term stay hospitality venue. After review by Planning and Zoning Commission, the project has received two special permits: one for a drive through and one to provide long-term stay options. Interior demolition has begun. Mr. Patel has provided administration with an estimate of renovation expenses of \$9.2 million. The Director estimates that the building permits on the property to be between \$371,000 and \$400,000. The purpose of this meeting is to discuss a proposed 50% reduction based on discussions between the Mayor's Office and Mr. Patel.

Mr. Patel shared details of the project, including the approval from Planning and Zoning to house a Starbucks franchise on site. The rehabilitation project is fully financed.

The Director stated that the hotel project has qualified for support from the Town's ARPA funded Small Business Assistance program. The property is also located in an Enterprise Zone, qualifying for tax abatement once the property is reassessed.

MOTION By Travis Simpson
Seconded by Awet Tsegai

to **recommend** that the Town Council approve a 50% reduction for 363 Roberts Street in Building and Fire Marshal fees, not to exceed \$200,000 in total reduction of fees.

Motion carried 3/0

ADJOURNMENT

MOTION By Awet Tsegai
seconded by Travis Simpson

to **adjourn** (6:36 p.m.).

Motion carried 3/0

cc: Town Council
Mayor Walsh

COMMUNITY CULTURAL CENTER ROOM 111/MICROSOFT "TEAMS"

TAX POLICY / FEES COMMITTEE COMBINED MEETING

April 3, 2023

FEES COMMITTEE

PRESENT Chair Harry Amadasun, Awet Tsegai

ABSENT Travis Simpson

TAX POLICY COMMITTEE

PRESENT Chair Angie Parkinson (via Teams), Don Bell

ABSENT Travis Simpson

ALSO Eileen Buckheit, Development Director

PRESENT Connor Martin, Chief of Staff

Rich Kehoe, Chair, East Hartford Town Council

Gary Patel, Asset Manager for Kautilya East Hartford Hotel, LLC

CALL TO ORDER

Chair Parkinson and Chair Amadasun called the meeting to order at 6:08 pm.

OPPORTUNITY FOR RESIDENTS TO SPEAK

No one came forward.

NEW BUSINESS

363 Roberts Street

Chair Amadasun stated that the purpose of the combined meeting is to review the fees and tax policy surrounding development at 363 Roberts Street and to review documents provided for the purpose of justifying a fees reduction on the property.

Director Buckheit shared that this is the second meeting regarding a fees reduction on the property. On February 15th, the Fees Committee approved a motion to recommend that the Town Council approve a 50% reduction for 363 Roberts Street in Building and Fire Marshal fees, not to exceed \$200,000 in total reduction of fees. Since that meeting, Gary Patel, Asset Manager for Kautilya East Hartford Hotel, LLC has provided additional documents regarding the financing of the project as well as a proposed lease agreement with Starbucks, LLC that has yet to be signed.

The Director also provided a memo from Goman and York, the Town's on-call development counsel which stated an opinion and recommendations after reviewing the documents. The Director confirmed that the building permit fee is set at \$364,500 on the property currently.

Chief of Staff Martin explained the current work being performed on the site. Fencing is going up to provide security on site and to assist with clean up and disposal.

Director Buckheit also confirmed that the developer has been awarded \$125,000 in ARPA funding through the Town's Small Business incentive program as well as tax abatement benefits due to the property's location within an Enterprise Zone.

Mr. Patel stated that a fee reduction will provide relief from increased cost of construction and rising interest rates until the business becomes profitable. The developer stated any additional costs for the project will require internal equity as his bank has denied any additional funding requests.

The developer confirmed that the demolition work for the project is nearly complete. The property will be branded as a Marriott/Fairfield Inn with 80 extended stay rooms and 65 standard rooms. The director explained that the corporate travel market is returning after the pandemic and expects full recovery by 2024. Mr. Patel explained the hotel's vetting process for long term guests at the property to assure best business practices are in place.

Mr. Patel reviewed the amenities at the property and logistics regarding traffic flow for the Starbucks drive-thru area. The developer anticipates final sign-off on the lease agreement to occur on or around April 15th. The goal is that if construction can begin in May, the developer is hopeful for an opening in the Spring of 2024.

Fees Chair Amadasun thanked Mr. Patel for attending the meeting and stated that the Fees Committee will review the provided information in advance of the Town Council's scheduled meeting on April 18th.

ADJOURNMENT

MOTION By Awet Tsegai
 seconded by Harry Amadsun
 to **adjourn** the Fees Committee Meeting (7:06 pm).

Motion carried 2/0.

MOTION By Don Bell
 seconded by Angie Parkinson
 to **adjourn** the Tax Policy Committee Meeting (7:06 pm).

Motion carried 2/0.

cc: Town Council
 Mayor Walsh



TO: The East Hartford Town Council

FROM: Mike Walsh, Mayor

DATE: December 6, 2022

RE: 363 Roberts Street – Permit Fee Reduction Request

I am respectfully requesting an item be placed on the December 13th, Town Council agenda.

I am submitting a request for a 50% reduction in the total fee for the Building and Fire Marshal fees regarding the hotel under renovation at 363 Roberts Street (PowerPoint slide and photo attached).

The above referenced project received approval from the Planning and Zoning Commission at its November, 2022 meeting. Gary Patel is the new owner of the building and will be submitting construction plans and applying for permit fees as the next step very soon.

Briefly, Mr. Patel expects to invest \$10 million to fully renovate the facility, which is in significant disrepair. After the completion of the renovation, the new hotel will be branded with the Marriot affiliation and be marketed both as a Fairfield Inn and as a Town Place Suites. The building will also house a Starbucks on the east corner of the existing building, which used to be the Nolita's Restaurant.

The facility will have rooftop solar, southern exposure solar, a solar canopy in the parking lot, EV charging stations, business suites for rent, and overnight and extended stay accommodations. In short, Mr. Patel is making a significant investment in the community and has requested this Inspection and Permits/Fire Marshall fee accommodation.

It is my recommendation that the Town Council approve a 50% fee reduction on the \$10 million estimate for the renovation. The gross fee would normally be \$400,000 with the 50% reduction equaling a fee of \$200,000. At this time, construction costs are estimates and will be adjusted to actual as the project is constructed.

In addition, the reduction of the fee will give additional certainty to the project during a time when construction and material costs are in flux and add to the volatility of development projects.

I am awaiting the written request from Mr. Patel and a rendering of the of the new hotel, but I forward this item to the Council as a whole as Mr. Patel is under tight constructions constraints and I wanted to socialize this request prior to any construction beginning.

Thank you and let me know if you have any questions or concerns.

Project # 21b) Hotel on Roberts Street

For Situational Awareness

- Former Holiday Inn & Ramada
- Lost brand affiliation in 2016 and closed in 2019
- Former home of Nolita Restaurant and Final Score Sports Bar
- Numerous building code and health issues when operating
- Owner is considering conversion to apartment housing or demolition
- B1 Zone - Multiple-family housing permitted by Special Permit

Goal: Eliminate unsightly appearance of building and health issues and put property back to use

Project Owners:

- Inspections & Permits Director
- Development Director
- Health Director

Funding Sources:

- Private investment





Town of East Hartford, CT

Date: 12/7/2022

Dear Respectful Mayor,

I Gary Patel Asset Manager of the Hotel Located at 363 Roberts Street Like to request to reduce Our Permit application fees to 50% for our new development.

Our approximate total Labor cost will be - \$5,000,000.00

Our approximate FF&E cost will be - \$2,000,000.00

Our approximate Equipment Cost will be - \$1,000,000.00

Thank you,

A handwritten signature in cursive script that reads "Gary Patel".

Gary Patel,

Asset Manager

Kautilya East Hartford Hotel LLC

118 Waverly Ave

Millington, NJ 07946

Phone:(908)647-0191

Email: gary.patel@kautilyagroup.com

COMMUNITY CULTURAL CENTER ROOM 111/MICROSOFT "TEAMS"

FEES COMMITTEE

February 15, 2023

PRESENT Chair Harry Amadasun, Councillors Awet Tsegai (via Teams) and Travis Simpson

ALSO Mayor Michael P. Walsh (via Teams)
PRESENT Eileen Buckheit, Development Director

CALL TO ORDER

Chair Amadasun called the meeting to order at 6:05 p.m..

APPROVAL OF MINUTES

October 24, 2022

MOTION By Travis Simpson
seconded by Harry Amadasun
to **approve** the minutes of the October 24, 2022 meeting.

Motion carried 3/0

OPPORTUNITY FOR RESIDENTS TO SPEAK

NEW BUSINESS

363 Roberts Street

Director Buckheit introduced Gary Patel, Asset Manager for Kautilya East Hartford Hotel, LLC. Last fall, the business acquired the hotel property at 363 Roberts Street. Mr. Patel has started a renovation project on the site to convert the space to a hybrid extended/short term stay hospitality venue. After review by Planning and Zoning Commission, the project has received two special permits: one for a drive through and one to provide long-term stay options. Interior demolition has begun. Mr. Patel has provided administration with an estimate of renovation expenses of \$9.2 million. The Director estimates that the building permits on the property to be between \$371,000 and \$400,000. The purpose of this meeting is to discuss a proposed 50% reduction based on discussions between the Mayor's Office and Mr. Patel.

Mr. Patel shared details of the project, including the approval from Planning and Zoning to house a Starbucks franchise on site. The rehabilitation project is fully financed.

The Director stated that the hotel project has qualified for support from the Town's ARPA funded Small Business Assistance program. The property is also located in an Enterprise Zone, qualifying for tax abatement once the property is reassessed.

MOTION By Travis Simpson
Seconded by Awet Tsegai

to **recommend** that the Town Council approve a 50% reduction for 363 Roberts Street in Building and Fire Marshal fees, not to exceed \$200,000 in total reduction of fees.

Motion carried 3/0

ADJOURNMENT

MOTION By Awet Tsegai
seconded by Travis Simpson

to **adjourn** (6:36 p.m.).

Motion carried 3/0

cc: Town Council
Mayor Walsh



October 25, 2022

Vinita Patel

RE: Term Sheet for construction financing for the dual brand TownePlace and Fairfield by Marriott being developed/converted at 363 Roberts Street, Hartford CT.

Dear Mrs. Patel,

AVANA Capital (“AVANA” or “Lender”) has completed a preliminary review of your loan request for the property referenced above. **This proposal is for discussion purposes only and should not be construed as a commitment to lend.** The below terms are based upon representations made by you and/or your broker regarding the loan. Any future credit offer will be based on verification and substantiation of these representations as well as full credit approval by Participant Lenders.

I. TRANSACTION INFORMATION AND LOAN STRUCTURE

Borrower	(TBD) LLC <i>Borrower must be single purpose, bankruptcy remote entity</i>
Property	TownePlace 80 keys Fairfield 64 keys
Property Address	363 Roberts Street, Hartford CT
Guarantors	<u>Personal Guarantors</u> Vinita Patel <u>Corporate Guarantors</u> Required and to be determined in underwriting <i>Full recourse, joint and several guarantees. Any owner with 20% or more interest in the Borrower (and affiliated operating company, if any) will be required to guarantee the Loan. Guarantor spouse(s) will be required to sign a Spousal Consent document prior to funding, waiving any rights implied or acquired to the subject property through marriage.</i>
Loan Amount	\$10,013,000
Maximum LTV	<u>Construction Loan</u> 65% <i>Based on lessor of “As Complete” Appraised Value or Total Eligible Project Costs</i>
Minimum DSCR	Minimum Global DSCR of 0.5x <i>If this requirement is not met in underwriting, then additional corporate guarantors and/or Cash Collateral may be assessed.</i>
Origination Fee	2.00% <i>Assessed origination fees have been included in the Sources and Uses presented above.</i>
Interest Rate	1yr CMT + 4.75% Floor rate set at 9.00%
Rate Adjustment Frequency	Monthly
Interest Reserve	Borrower to deposit prepaid interest reserve into lender-controlled account. Lender to review terms and conditions with bank of Sponsor’s choice however ultimately the selected institution is subject to lender discretion.

Repayment	<p>Interest only monthly.</p> <p>Interest will be paid from the 18-month Interest Reserve that has been included in the approved construction budget. If this amount is exhausted before the end of the project, the Borrower will be required to make payments via ACH direct debit from their bank account.</p>
Term	36 months
Exit Fee	<p>5% if loan is refinanced prior to CofO</p> <p>1% any time after</p>
Extension Option	<p>Two 6-month extension option will be offered and is subject to a fee of .05% of the outstanding loan balance. To be eligible for the extension the property must meet the following criteria:</p> <ul style="list-style-type: none"> - Global Debt Service of 1.25x - Borrower must be in good standing with all loan covenants - All loan payments must be current - Additional reserves may be assessed based on performance or if the aforementioned criteria are not met. - Borrower must inform lender of interest in exercising the extension option minimum 3 months from loan maturity
Make Whole Fee	<p>On each anniversary of the Construction Loan, Borrower shall pay Lender a "Make Whole Fee" if an average utilization of 25% of the Total Financing Amount in year one and 75% average utilization in year two is not achieved.</p>
Land Value	<p>Land/Building value to be assigned based on appraised value. Provided appraisal subject to 3rd party review.</p>
Collateral	<p>1st Deed of Trust and Assignment of Rents on land and improvements</p> <p>1st lien position UCC-1 Security Interest in all FF&E and assets associated with the real estate collateral</p> <p>Pledge of LLC Certificates by 100% of members of Borrowing Entity</p>

II. ESTIMATED SOURCES AND USES OF FUNDS

The Sources and Uses of Funds presented below are estimates based on the most relevant information available at the time this letter was prepared. All line items are subject to change as more detailed information is obtained throughout the underwriting process.

Uses of Funds		
Purchase Land & Building		\$3,400,000
Hard Construction Cost		\$6,034,000
FF&E		\$2,550,000
Soft Construction Costs		\$977,000
Contingency		\$780,000
Interest Reserve		\$1,161,000
Loan Fees		\$300,390
Estimated Closing Costs		\$202,610
Total Uses of Funds		\$15,405,000

Sources of Funds		
Avana Capital	65.0%	\$10,013,000
Prepaid Interest Reserve	7.5%	\$1,161,000
Owner Equity	27.5%	\$4,231,000
Total Sources of Funds		\$15,405,000

III. ESTIMATED CLOSING COSTS

Estimated Closing Costs	
Loan Packaging Fee	\$10,000
Appraisal	\$10,000
Appraisal Review	\$500
Phase I ESA	\$2,500
Environmental Report Review	\$500
Property Condition Report	\$5,000
Legal	\$40,000
ALTA Survey	\$5,000
Lereta Setup Fee	\$1,110
Title & Escrow	\$20,000
Contractor Evaluation	\$3,000
Document & Cost Review	\$3,500
Funds Monitoring Service	\$40,500
Unbonded Project Fee	\$61,000
Total Closing Costs	\$202,610

IV. PROPOSED LOAN COVENANTS

<p>Construction Disbursements</p>	<p>Borrower and general Contractor must adhere to AVANA's Construction Loan disbursement Procedures (provided separately)</p> <p>A conference call will be held with the Borrower, General Contractor and the construction monitoring company prior to loan closing to discuss the funds disbursement process. All out of pocket fees relating to the consulting services provided by the construction monitor shall be borne by the Borrower.</p>
<p>Global DSCR</p>	<p>Borrower to demonstrate a minimum Global Debt Service Coverage of 0.5x prior to close.</p> <p>Global Debt service is calculated as excess cash flow after servicing all personal debts by the guarantors divided by the annual payments on the proposed loan amount.</p> <p>If this condition is not met then under the aforementioned guarantor structure on this indicative term sheet, additional guarantors or cash reserve may be required.</p>
<p>Financial Reporting</p>	<p>Borrower and Guarantors to provide financial statements as requested for Borrower, Guarantors and any affiliated entities owned by the principals within 15 days of request.</p> <p>Annually (within 90 days of fiscal year end):</p> <ul style="list-style-type: none"> • CPA compiled financial statements for Borrower and Corporate Guarantors • Debt schedule for Borrower and Corporate Guarantors • STR Report for Borrower and Corporate Guarantors • Personal financial statements for Personal Guarantors <p>Annually (within 15 days of filing):</p> <ul style="list-style-type: none"> • Tax returns for Borrower and Guarantors <p>Semiannually (within 90 days of fiscal year end):</p> <ul style="list-style-type: none"> • Company prepared financial statements for Borrower and all Commercial Guarantors • Debt schedule for Borrower and all Commercial Guarantors • STR report (required after conversion date) • Personal Financial Statement for all Personal Guarantors <p>Quarterly (within 30 days of quarter end):</p> <ul style="list-style-type: none"> • Company prepared financial statements for Borrower until collateral property reports a debt yield of 16% on AVANA's permanent 1st Loan STR report
<p>Property Tax and Insurance Escrow</p>	<p>Borrower must make monthly contributions to a Property Tax and Insurance Escrow to be escrowed with Lender in an amount sufficient to pay annual property taxes and insurance premiums.</p>

Reserves	Beginning 12 months after hotel opening, Borrower will be required to make monthly contributions to a CapEx Reserve to be escrowed with Lender. The required monthly escrow amount will be determined annually by multiplying the trailing 12-month revenues by 4% and dividing that number by 12.
Ownership Changes	Transfers or changes in ownership of Borrower or changes in control of Borrower, will not be permitted without the prior written consent of Lender.
Additional Financing	No additional financing or monetary encumbrances of the Collateral shall be permitted during the term of the Loan.
Franchise	Borrower must maintain good standing with the franchise during the life of the loan.

V. CONDITIONS PRECEDENT TO LOAN APPROVAL, LOAN DOCUMENTATION AND DISBURSEMENT

Subject to final approval by Lender, loan documentation and disbursement of proceeds shall be subject to the satisfaction (or written waiver by Lender) of the following conditions and delivery of the following items in form and substance satisfactory to Lender in its sole discretion. If approved, a binding commitment letter from Lender will describe in detail all of the conditions precedent to loan closing and disbursement.

Loan Approval & Documentation	Satisfactory submission of all underwriting requirements as per Lender's due diligence process. A detailed needs list will be provided separately.
	Receipt and satisfactory review of the following (if applicable): <ul style="list-style-type: none"> • Appraisal Report • Property Condition Assessment • Phase I Environmental Site Assessment • Document & Cost Review • Contractor Evaluation • Credit reports for each Borrower and Guarantor • 3rd party management agreement with an approved management company • Insurance coverage • ALTA Survey and Title Report • Flood Zone Determination and, if applicable, Flood Insurance • Franchise Agreement and Comfort Letter executed between Lender and Franchisor
	Final construction plans, construction contract, permits and construction budget to be reviewed and approved. by a Construction Monitoring Company approved by AVANA. The construction contract must be a "fixed price," "stipulated sum" or "guaranteed maximum price" contract.
	Assignment of contracts, including but not limited to, Construction Contract.
	Borrower must provide evidence of the required equity injection
	Satisfactory site visit and collateral inspection conducted by employee of Lender, including a face-to-face meeting with owners of the Borrower
	Borrower must provide evidence of at least 5% of the Loan Amount in post-closing liquidity as verified by bank statements for Borrower and Guarantors
	Organizational documents of Borrower and each Corporate Guarantor
	For all loans in excess of \$10,000,000, opinions of local counsel in form and substance satisfactory to Lender



AT ISSUANCE AND SUBSEQUENT ACCEPTANCE BY THE BORROWER OF LOAN TERM SHEET, a deposit of \$50,000.00 will be required by AVANA Capital to continue processing your loan application. The Deposit covers the non-refundable packaging fee of \$10,000.00, and the remaining sum will be used for deposits on third-party reports. If for any reason your application is declined by AVANA, any unused portion of the deposit will be refunded in full within 90 days, however you understand that the packaging fee will be fully deducted as it is nonrefundable. If the application is withdrawn or any factual information misrepresented, the Deposit will be forfeited. If AVANA funds the Proposed Loan, you will be responsible for all third-party costs and customary closing costs that are in excess of the Deposit. Any portion of the Deposit remaining after deducting the expenses described above will be credited in escrow and returned to you within 90 days of the loan closing. Additional deposits may be required in case costs incurred are not sufficiently covered by the initial deposit.

Wiring Instructions for Transfer of Funds for packaging and third-party Deposits:

Recipient Account Name:	AVANA Capital, LLC
Recipient Account Number:	2173009946
Amount:	\$50,000
Receiving Bank:	MidFirst Bank
Receiving Bank Address:	501 NW Grand Blvd, Oklahoma City, OK 73118
ABA Routing Number:	303087995
SWIFT Number:	MFBKUS44

This Discussion Term Sheet is provided for discussion purposes only and is subject to change. It does not represent a commitment to lend and does not constitute an approval of financing arrangement on the part of AVANA. AVANA reserves the right to sell, assign or participate its interest in the loan at any time without borrower consent. A formal financing commitment would be conditioned on our normal underwriting, formal approval, and documentation process. **AVANA SHALL BE UNDER NO OBLIGATION TO FUND ANY LOAN TO THE BORROWER UNLESS AND UNTIL IT IS SATISFIED WITH ITS DUE DILIGENCE REVIEW IN ITS SOLE JUDGMENT AND FORMAL LOAN DOCUMENTS PREPARED BY AVANA'S COUNSEL ARE EXECUTED AND DELIVERED.**

Sincerely,

Shivan Perera
SVP
AVANA Capital, LLC
Tel: (623) 207-9265
Email: shivan@avanacapital.com



Borrower's and Guarantors' Acknowledgement:

We have reviewed the above Term Sheet and fully understand the contents and conditions of it and have interest in proceeding with the proposed financing as outlined herein. The undersigned, by signing this document, hereby specifically authorize and consent to AVANA conducting credit and criminal background checks and to providing such information, on an as needed basis, to AVANA and AVANA's successors, assigns, participants, attorneys and accountants.

Agreed to and Accepted this 10 day of November 2022:

VGPatel

Vinita Patel, Individually

COMMERCIAL LEASE

**363 ROBERTS STREET
EAST HARTFORD, CONNECTICUT**

between

KAUTILYA EAST HARTFORD HOTEL, LLC

and

STARBUCKS CORPORATION

TABLE OF CONTENTS

	Page
1. PREMISES.....	1
1.1 PREMISES.....	1
1.2 RECORDED DOCUMENTS	1
2. TERM.....	2
2.1 TERM.....	2
2.2 DELIVERY	2
2.3 LEASE YEAR.....	2
2.4 EXTENSION.....	3
3. RENT.....	3
3.1 BASE RENT.....	3
4. CONDITION OF THE PREMISES, POSSESSION, AND TENANT ALLOWANCE	4
4.1 CONDITION OF THE PREMISES	4
4.2 LANDLORD'S OBLIGATIONS.....	4
4.3 DELAY IN DELIVERY OF POSSESSION	5
4.4 TENANT ALLOWANCE	5
4.5 INDEPENDENT MEASUREMENT OF THE PREMISES	6
4.6 LANDLORD'S BUILDING PLANS	6
5. USE.....	6
5.1 USE.....	6
5.2 COMPLIANCE WITH LAW	6
5.3 OPERATIONS.....	6
5.4 EXCLUSIVITY.....	6
5.5 NEW CONSTRUCTION CONTINGENCY	7
6. MAINTENANCE, REPAIRS, AND ALTERATIONS.....	8
6.1 TENANT'S OBLIGATIONS	8
6.2 LANDLORD'S OBLIGATIONS.....	8
6.3 SURRENDER	8
6.4 LANDLORD'S RIGHTS.....	8
6.5 ALTERATIONS AND ADDITIONS.....	9
6.6 OWNERSHIP AND REMOVAL OF IMPROVEMENTS, FIXTURES, EQUIPMENT AND FURNISHINGS.....	9
7. INSURANCE; INDEMNIFICATION.....	10
7.1 TENANT'S INSURANCE	10
7.2 LANDLORD'S INSURANCE	10
7.3 WAIVER OF SUBROGATION	11
7.4 INDEMNIFICATION BY TENANT	11
7.5 INDEMNIFICATION BY LANDLORD.....	11
8. ENVIRONMENTAL LIABILITY.....	12
8.1 ENVIRONMENTAL LAW	12
8.2 HAZARDOUS SUBSTANCE	12
8.3 LANDLORD'S COVENANTS.....	12
8.4 TENANT'S USE OF ANY HAZARDOUS SUBSTANCE.....	13
8.5 INDEMNITIES.....	13

9.	DAMAGE OR DESTRUCTION.....	14
9.1	MATERIAL DAMAGE.....	14
9.2	REPAIR AFTER DAMAGE.....	14
9.3	UNINSURED DAMAGE.....	14
9.4	DAMAGE DURING FINAL TWO YEARS.....	14
9.5	ABATEMENT OF RENT.....	15
10.	PROPERTY TAXES.....	15
10.1	DEFINITION OF “REAL PROPERTY TAXES”.....	15
10.2	PAYMENT OF REAL PROPERTY TAXES.....	15
10.3	PERSONAL PROPERTY TAXES.....	15
10.4	PROPERTY TAX PROTECTION.....	16
11.	UTILITIES.....	16
11.1	UTILITIES.....	16
12.	TENANT’S PRO RATA SHARE OF COMMON AREAS OPERATING EXPENSES, INSURANCE AND TAXES.....	16
12.1	GENERAL DEFINITIONS.....	16
12.2	DEFINITION OF TENANT’S PRO RATA SHARE.....	17
12.3	TENANT’S PAYMENT.....	17
12.4	RECONCILIATION.....	17
12.5	EXCLUSIONS FROM OPERATING EXPENSES.....	18
12.6	RECORDS.....	18
12.7	DISPUTE RESOLUTION.....	19
13.	ASSIGNMENT AND SUBLETTING.....	19
14.	DEFAULTS; REMEDIES.....	19
14.1	TENANT’S DEFAULTS.....	19
14.2	REMEDIES IN DEFAULT.....	19
14.3	LANDLORD DEFAULTS AND REMEDIES.....	20
15.	CONDEMNATION.....	20
15.1	CONDEMNATION OF PREMISES.....	20
15.2	CONDEMNATION OF THE PROPERTY.....	21
15.3	CONDEMNATION OF THE BUILDING AND/OR PROPERTY.....	21
15.4	RESTORATION.....	21
15.5	AWARD.....	21
16.	SIGNAGE.....	21
17.	PERMIT CONTINGENCY.....	22
18.	OUTDOOR SEATING.....	23
19.	TENANT’S RIGHT OF EARLY TERMINATION.....	23
20.	TENANT’S USE OF COMMON AREAS.....	23
21.	PARKING AND ACCESS.....	23
22.	TRASH REMOVAL.....	24
22.1	TRASH AND RECYCLING AREA.....	24
22.2	IMPROVEMENTS.....	24

22.3	TRASH AND RECYCLING SERVICES	24
23.	GENERAL PROVISIONS.....	24
23.1	ESTOPPEL CERTIFICATE	24
23.2	LANDLORD'S INTERESTS	25
23.3	AUTHORITY	25
23.4	SEVERABILITY.....	25
23.5	TIME OF ESSENCE	25
23.6	INTERPRETATION.....	25
23.7	INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS	25
23.8	WAIVERS.....	26
23.9	RECORDING	26
23.10	HOLDING OVER.....	26
23.11	CUMULATIVE REMEDIES	26
23.12	BINDING EFFECT; CHOICE OF LAW	26
23.13	SUBORDINATION, NONDISTURBANCE AND ATTORNMENT	26
23.14	LANDLORD'S ACCESS	26
23.15	ONLY LANDLORD/TENANT RELATIONSHIP	27
23.16	ATTORNEYS' FEES.....	27
23.17	FORCE MAJEURE	27
23.18	CONFIDENTIALITY OF LEASE	27
23.19	BROKERS.....	28
23.20	CONSENTS	28
23.21	WAIVER OF JURY TRIAL	28
23.22	OTHER STORES.....	28
24.	QUIET ENJOYMENT	28
25.	NOTICES	28
26.	EXHIBITS.....	29

COMMERCIAL LEASE

(End Cap in a Multi-Tenant Building with Drive-Through)

This COMMERCIAL LEASE (“**Lease**”) is made and entered into as of _____, 20____ (the “**Effective Date**”), by and between **Kautilya East Hartford Hotel, LLC**, a Connecticut limited liability company (“**Landlord**”), and **Starbucks Corporation**, a Washington corporation (“**Tenant**”).

1. PREMISES.

1.1 **PREMISES.** Landlord is the owner of a building located in the Fairfield Inn/Town Place Suites Hotel and Plaza (the “**Building**”) situated upon the real property legally described in **Exhibit A** attached hereto and by this reference incorporated herein (the “**Property**”). In consideration of the mutual promises, covenants, and conditions herein set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term (defined herein) of this Lease, those certain premises with a fully entitled drive-through in the Building with an address of 363 Roberts Street East Hartford, CT 06108, containing approximately 2,400 square feet of Gross Leasable Area (as defined in herein below) as shown on **Exhibit B** attached hereto and by this reference incorporated herein (the “**Premises**”). In addition, Tenant shall have the right to operate a drive-through facility containing one (1) drive-through lane as shown on **Exhibit B-1** (and a pass-through lane if required by any applicable laws, rules, or regulations) (collectively the “**Drive-Through Facility**”). For purposes of this Lease, the “Gross Leasable Area” of the Premises means the interior space of the Premises as measured from the inside face of all walls within the Premises, and shall not include the Drive-Through Facility, any Outdoor Seating Area (defined herein), common areas (the “**Common Area**”) or any other areas exterior to the Premises. Tenant will have the right to configure the Premises and, if necessary, the parking area, to provide drive-through service for its customers in accordance with all codes and regulations.

1.2 **RECORDED DOCUMENTS.** **NOTE TO LANDLORD: Please advise whether the Property is or will be subject to any CCRs, Declarations, REAs, Cross/Access/Cross Parking Agreements or other recorded documents and provide for our review.** Tenant hereby acknowledges and agrees that this Lease [is][will be] subject to the effect of that certain _____ dated _____ and [to be] recorded on _____ (the “**Declaration Recording Date**”) in the Official Records of Hartford County, Connecticut (the “**Declaration**”) attached as **Exhibit** _____ of this Lease. Landlord shall comply with all of its obligations as owner of the Property pursuant to the Declaration (including, without limitation, all maintenance, repair, and replacement obligations with respect to the Premises, Building, and Property, and Tenant shall comply with the provisions of the Declaration applicable to tenants. Landlord shall not consent or enter into any agreements or declarations of covenants, conditions, restrictions, or easements affecting the use, operation, or maintenance of the Premises, Building, and Property (each, together with the Declaration, a “**Recorded Document**”), or any amendment or modification to any Recorded Document that affects Tenant’s rights, obligations, or remedies without Tenant’s prior review and approval. Tenant shall not benefit from or be subject to said Recorded Document, amendment, or modification unless Tenant has approved such document in writing. Landlord warrants and represents that the provisions of any future Recorded Document shall: (a) grant Tenant vehicular and pedestrian cross-parking and cross-access throughout the Property; (b) encumber the Property with restrictions prohibiting the sale of any of Tenant’s exclusive use items listed in Section 5.4 subparts (a) through (e) herein; (c) be in writing and recorded Official Records of Hartford County, Connecticut; and (d) be otherwise reasonably and uniformly applied to all tenants in the Property. If any consents or approvals are necessary or required under a Recorded Document for Tenant’s work, improvements, and/or for Tenant’s use and occupancy of the Premises (including, without limitation, installation of Tenant’s signage and Drive-Through Facility), it shall be Landlord’s responsibility to diligently obtain such consents and approvals on Tenant’s behalf. Landlord hereby agrees to use its best efforts to enforce any of Tenant’s or Landlord’s rights under a Recorded Document in favor of Tenant and shall indemnify and hold Tenant harmless from its failure to do so. In the event of any conflict between the terms of this Lease and the Declaration or a Recorded Document, the terms of this Lease shall control and supersede any such conflicting or modifying term in the Declaration or a future Recorded Document.

2. TERM.

2.1 TERM. The “**Initial Term**” shall mean ten (10) Lease Years (defined below), commencing on the Rent Commencement Date (as defined in Section 3.1 of this Lease), and ending on the last day of the tenth (10th) Lease Year, unless sooner terminated or extended as provided herein. For purposes of this Lease, the word “**Term**” shall mean the Initial Term and any Extension Term (as defined in Section 2.4 of this Lease), and the “**Expiration Date**” shall mean the last day of the last Lease Year of the Term. Promptly after the Rent Commencement Date, Landlord and Tenant shall execute a certificate in the form of **Exhibit F** stating the actual Commencement Date (as defined in Section 2.2. below), the Rent Commencement Date, and the Expiration Date. Landlord’s failure or refusal to execute and deliver such certificate to Tenant within ten (10) days after receipt thereof shall constitute an acknowledgment by Landlord that the factual statements contained therein are true and correct without exception and may be relied upon by Tenant.

2.2 DELIVERY. The “**Commencement Date**” shall mean the date on which all of the following conditions have been satisfied or waived by Tenant in writing:

- (a) Landlord has completed Landlord’s Work (as defined in Section 4.2 herein);
- (b) Landlord has delivered actual possession and control of the Premises to Tenant;
- (c) Landlord and Tenant have executed and delivered a written notice of delivery and acceptance of the Premises in the form attached hereto as **Exhibit D**;
- (d) Landlord has delivered a fully executed copy of this Lease to Tenant;
- (e) Landlord has removed all Hazardous Substances from the Premises, Building, and Property and provided evidence thereof from the applicable government agency or certified environmental consultant;
- (f) Landlord has completed all of its obligations in accordance with the terms of Section 1.2 of this Lease; and
- (g) Landlord has completed the Common Areas and all improvements thereto, including without limitation the grading and surfacing of all parking lots, driveways, curb cuts and sidewalks serving the Premises, Building, and Property, and the installation of all parking lot lighting and landscaping in accordance with the terms of Section 4.2 of this Lease.

Landlord shall deliver the Premises to Tenant, in the condition called for in subsections (a) through (g) above on July 1, 2023 (the “**Scheduled Delivery Date**”). Tenant, in its sole discretion, may elect to accept delivery of the Premises prior to the aforesaid date, but is not required to do so. Tenant’s election to accept delivery of the Premises prior to the Scheduled Delivery Date (or any other changes to the Scheduled Delivery Date) must be in writing in the form of an amendment and signed by a duly authorized signatory of Tenant in order to be effective.

2.3 LEASE YEAR. For the purpose of this Lease, subject to the two (2) additional provisions set forth below in this Section 2.3, the term “**Lease Year**” shall mean and refer to that period of twelve (12) full consecutive calendar months beginning with the first (1st) full calendar month of the Term and each subsequent period of twelve (12) consecutive calendar months during the Term. If the Term commences on a day other than the first (1st) day of a calendar month, then the initial fractional month of the Term plus the next succeeding twelve (12) full calendar months shall constitute the first Lease Year of the Term. If the last day of the first Lease Year falls on or between September 1 and January 31, then the first Lease Year shall be extended to end on the last day in February and each subsequent Lease Year shall begin on March 1.

2.4 EXTENSION.

2.4.1 Tenant shall have the option to extend the Term for six (6) consecutive five (5)-year period(s) (each an “**Extension Term**”) upon the same terms and conditions as contained in this Lease. The Base Rent for each Extension Term shall be as set forth in Article 3 below. To exercise an extension option, Tenant shall give Landlord notice (“**Tenant’s Extension Notice**”) at least ninety (90) days prior to the then-current Expiration Date (the “**Extension Deadline**”). Tenant’s Extension Notice shall be effective to extend the Term without further documentation. Tenant may exercise more than one option at a time.

2.4.2 In the event Tenant exercises its option to extend the Term and there is no fixed Base Rent for the applicable Extension Term set forth in this Lease, then Landlord and Tenant will enter into a written amendment to this Lease setting forth the agreed upon Base Rent that will be applicable during any such Extension Term.

3. RENT.

3.1 BASE RENT. Tenant shall pay to Landlord at Landlord’s address provided in Article 25 of this Lease, or to such other person or at such other place as Landlord may designate in writing, rent as follows (“**Base Rent**”):

<u>Lease Years</u>	<u>\$ Per Square Foot Per Year</u>	<u>Monthly Installment</u>	<u>Annual Rent</u>
1 – 5	\$62.00	\$12,400.00	\$148,800.00
6 – 10	\$68.20	\$13,640.00	\$163,680.00
<u>Extension Term(s):</u>			
11 – 15	\$75.02	\$15,004.00	\$180,048.00
16 – 20	\$82.52	\$16,504.33	\$198,052.80
21 – 25	\$90.77	\$18,154.00	\$217,848.00
26 – 30	\$99.85	\$19,970.00	\$239,640.00
31 – 35	\$109.84	\$21,967.00	\$263,604.00
36 – 40	\$120.82	\$24,163.70	\$289,964.40

Tenant shall begin to pay Base Rent and all other charges hereunder ninety (90) days following the date (the “**Rent Commencement Date**”) that is the later to occur of (a) the date Tenant opens for business in the Premises, or (b) one hundred twenty (120) days after the later to occur of: (i) the Commencement Date or (ii) the date of Tenant’s receipt of all initial Government Approvals (as defined in Article 17 of this Lease); provided, however, that notwithstanding the satisfaction of the conditions set forth in the foregoing clause (b)(i) and (ii), the foregoing one hundred twenty (120) day period will be extended on a day-for-day basis for each day that Tenant’s construction of Tenant’s Initial Improvements is delayed due to the occurrence of a Force Majeure event. Thereafter, Tenant shall continue to pay Base Rent in monthly installments on or before the first day of every month thereafter during the Term. Tenant shall have a thirty (30) day grace period to pay Base Rent, Annual Additional Rent (as defined in Article 12), and all other charges due for the initial month of the Term (or partial month as the case may be) in order to initialize its administrative procedures. During such grace period, no late fees, interest, or penalties shall accrue, nor shall Tenant be deemed to be in default. Base Rent, Annual Additional Rent, and all other charges due for any period during the Term less than one (1) calendar month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year. Notwithstanding the foregoing, Tenant shall not be required to pay Base Rent, Annual Additional Rent, or any other charges due until Tenant receives from Landlord a completed and executed W-9 taxpayer identification form. Except for paying Base Rent, Annual Additional Rent, and all other charges expressly provided elsewhere in this Lease, Tenant has no obligation

to pay Landlord any other amounts. Landlord acknowledges and agrees that Tenant, at Tenant's option, shall have the right to pay amounts due under this Lease to Landlord via electronic funds transfer, and that Landlord shall cooperate with Tenant, if necessary, to establish manner of payment by Tenant.

4. CONDITION OF THE PREMISES, POSSESSION, AND TENANT ALLOWANCE.

4.1 CONDITION OF THE PREMISES. Landlord shall cause the Premises, Building, and Property, including the Drive-Through Facility and Outdoor Seating Area, and parking spaces, to be designed and constructed as shown on Exhibits B, B-1 and B-2. Landlord represents and warrants that, as of the Commencement Date, Landlord's Work, the Common Areas, and all parts of the Premises, the Building, and the Property, including, without limitation, sidewalks, parking areas, driveways, all structural elements, the foundation, roof, roof membrane and roof system, exterior walls, plumbing, electrical, and other mechanical systems (a) are complete and comply with all federal, state, and local laws, codes, rules and regulations, including, without limitation, grease traps, and all handicapped accessibility standards, such as those promulgated under the Americans With Disabilities Act ("**ADA**"); and (b) are seismically and otherwise sound and in good, workable, and sanitary order, condition, and repair at the time of delivery of the Premises to Tenant. Landlord shall correct any latent defects promptly after Tenant notifies Landlord of any such defect. Landlord represents and warrants that it has disclosed to Tenant any conditions or restrictions, including, without limitation, environmental contamination, restrictions on utilities, or exclusive use restrictions within Landlord's knowledge that would adversely affect Tenant's store design, permitting, construction, or use of the Premises as contemplated by this Lease.

4.2 LANDLORD'S OBLIGATIONS. At no cost to Tenant, Landlord shall provide to Tenant final plans of the Premises, the Building, and the Property that have been approved by all applicable government entities in an industry standard electronic or digital format. Landlord shall complete all items described on Exhibit C attached hereto and by this reference incorporated herein, and any work necessary to bring the Premises, the Building, and the Property into the condition required under Section 4.1 (collectively, "**Landlord's Work**") at its sole cost and expense in a good and workmanlike manner before delivering the Premises to Tenant. Landlord's Work shall also include obtaining, at Landlord's sole cost, all approvals to finalize a master sign program (if required or necessary) acceptable to Tenant by the date that Landlord delivers its plans to Tenant and in any event no later than ninety (90) days before the Scheduled Delivery Date. Landlord's Work shall also include obtaining, at Landlord's sole cost, all permits and/or government approvals for the construction and operation of Tenant's Drive-Through Facility as described on Exhibits B-1 and C consistent with Tenant's use and operation of its business on terms satisfactory to Tenant. At least ninety (90) days prior to the Scheduled Delivery Date, Landlord shall provide Tenant a written copy of Landlord's construction schedule. Landlord shall notify Tenant in writing at least ten (10) days prior to the date that Landlord anticipates that the Premises will be ready for Tenant's occupancy and Tenant shall arrange promptly to inspect the Premises. At the time of Tenant's inspection, Landlord shall demonstrate all of Landlord's Work, including (without limitation) the matters identified in Section 4.1, such as the legal compliance, working order, condition and repair of all mechanical, electrical, and other Building-wide systems serving the Premises. Tenant shall deliver to Landlord a written punch list of all incomplete or faulty items of construction or mechanical installation, and any necessary mechanical adjustments and finish work needed to bring the Premises and the Building into the condition required under this Article.

If the Premises and the Building are in the condition required under this Article on the Scheduled Delivery Date but subject only to minor punch list items, Tenant may, at its option: (i) require Landlord to repair all punch list items prior to Tenant's acceptance of the Premises; or (ii) accept delivery of the Premises and require Landlord to complete the punch list items within fourteen (14) days after the date Tenant accepts the Premises. If the Premises or the Building are not in the condition required under this Article on the Scheduled Delivery Date then Tenant may, at its option, either: (a) delay acceptance of possession until the Premises are in the condition required under this Article and pursue its remedies under Section 4.3; or (b) accept possession of the Premises and complete all work necessary to bring the Premises into the required condition. If Tenant elects to proceed under subsection (a), Tenant may enter the Premises to begin performing Tenant's work (at Tenant's cost and expense) without prejudicing

Tenant's rights and remedies under Section 4.3. If Tenant elects to proceed under subsection (b), then Landlord shall reimburse Tenant for the actual cost of such work and any additional amounts Landlord agreed to pay Tenant pursuant to the Landlord Work Modification Letter attached hereto as **Exhibit E** and fully executed by a duly authorized signatory of Tenant in order to be effective, plus an administrative surcharge of fifteen percent (15%) of the amount otherwise due Tenant, to compensate Tenant for its employees' time, within thirty (30) days of receipt of an invoice for such sums. Tenant's and its contractor's determination of the cost of such work shall be final and binding on Landlord and Landlord acknowledges that Landlord can control the cost by performing the work under this Article in a timely manner. If Landlord does not reimburse Tenant as required by this Section 4.2, then Tenant may offset such sum against Base Rent and all other charges payable by Tenant under this Lease until such sum has been fully recouped.

4.3 **DELAY IN DELIVERY OF POSSESSION.** Landlord shall satisfy all conditions listed in Section 2.2 (a) through (g) on the Scheduled Delivery Date. Landlord acknowledges that Tenant intends to start construction of Tenant's improvements on the Scheduled Delivery Date, and that a delay beyond such date will cause Tenant to suffer certain losses which are difficult to quantify including, by way of illustration and not of limitation, lost profits, construction delay costs and employee wages. If the Commencement Date does not occur within fourteen (14) days after the Scheduled Delivery Date for any reason (regardless of the fact that Tenant may have elected to enter the Premises to perform Tenant's work prior to Landlord's Work being completed), then Tenant, as compensation in the form of liquidated damages, shall be entitled to two (2) days of free Base Rent and Annual Additional Rent for each day of delay accruing from the Scheduled Delivery Date to the actual Commencement Date ("**Liquidated Damages**"), and Landlord shall provide payment to Tenant within twenty (20) days of Landlord's receipt of Tenant's written request; provided, however, that if such delay is caused by a Force Majeure Event (as defined in Section 23.17 below), the Scheduled Delivery Date shall be deemed extended by a period during which said Force Majeure Event shall cause such delay, but such deferral of the Scheduled Delivery Date shall in no event be deferred by a Force Majeure Event for more than ninety (90) days. Landlord and Tenant agree that the foregoing free rent determination is a Liquidated Damages remedy to compensate Tenant based on Landlord and Tenant's best estimate of the daily damages, including but not limited to lost sales and business opportunity that Tenant will incur as a result of Landlord's failure to deliver the Premises timely, and such amount is not to be deemed a penalty. If Landlord has not paid the Liquidated Damages within thirty (30) days after Tenant opens for business in the Premises, then in addition to any other remedies Tenant has, Tenant may offset the unpaid amount, against Base Rent, Annual Additional Rent, and all other charges due under this Lease (at Tenant's discretion) until the Liquidated Damages are fully offset. If the Commencement Date does not occur within thirty (30) days after the Scheduled Delivery Date for any reason whatsoever, Tenant, at its option, may terminate this Lease by written notice to Landlord. The termination date shall not be subject to extensions for any reason whatsoever (including, without limitation, delays described in Section 23.17 of this Lease). If Tenant elects to terminate this Lease, Landlord shall reimburse Tenant an amount equal to the accrued Liquidated Damages as well as all of Tenant's expenses incurred in connection with this Lease, including, without limitation, site selection, design and lease negotiation costs and expenses (including the allocated cost of in-house personnel). Landlord shall also return all monies previously deposited by Tenant, if any.

4.4 **TENANT ALLOWANCE.** In addition to Landlord's obligations under Sections 4.1 and 4.2 above, Landlord shall provide Tenant with an improvement allowance in the amount of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) (the "**Allowance**") which shall be paid in full by Landlord to Tenant upon Tenant's opening for business in the Premises. The Allowance shall not be reduced by costs incurred by Landlord in constructing the Premises, Building, and Property and can be modified only by an amendment to this Lease that has been duly executed by Landlord and Tenant. If Landlord has not paid Tenant the Allowance within thirty (30) days after Tenant written request for payment of the Allowance, then in addition to any other remedies Tenant has, Tenant may offset the unpaid amount, against Base Rent and all other charges (at Tenant's discretion) due under this Lease until the Allowance is fully offset. In addition, if Landlord shall fail to pay the Allowance when the same is due and payable, such unpaid amounts shall bear interest at the greater of twelve percent (12%) per annum or the prime interest rate charged by Wells Fargo Bank plus three percentage points (but in no event to exceed the maximum lawful rate) from the date the unpaid amount was initially due, to and including the date of payment.

4.5 INDEPENDENT MEASUREMENT OF THE PREMISES. At any time during the first six (6) months of the Term, Tenant (in its sole discretion) may engage an independent certified architect or surveyor to measure the Gross Leasable Area of the Premises (as defined in Article 1 above). If the architect's or surveyor's measurement of the Gross Leasable Area of the Premises is less than the Gross Leasable Area of the Premises set forth in Article 1 above by five (5%) percent or more, the Allowance (if any), Base Rent and Tenant's Pro Rata Share (as defined in Section 12.2 below) shall be proportionally reduced. If the variance is less than five (5%) percent, Landlord and Tenant shall make no adjustments to this Lease. Landlord acknowledges and agrees that Landlord shall not have the right to remeasure the Premises for the purpose of adjusting Tenant's Pro Rata Share, Base Rent, Annual Additional Rent, or any other amounts due under this Lease.

4.6 LANDLORD'S BUILDING PLANS. Tenant shall have the right to approve Landlord's plans for the configuration and operation of the Premises, and Building, Tenant's Drive-Through Facility, the parking area, and coordination of Landlord's Work pursuant to Exhibit C ("**Landlord's Plans**") prior to Landlord's submission of Landlord's Plans for permitting. Landlord shall obtain its permits for Landlord's Plans on or before May 15, 2023. If Landlord materially changes Landlord's Plans after Tenant approves the same (whether or not the changes are being required by a governing authority), then Landlord shall re-submit Landlord's Plans clearly indicating the changes ("**Landlord's New Plans**") to Tenant for Tenant's review and approval. Tenant shall either approve Landlord's New Plans or request modifications to Landlord's New Plans. If Tenant approves the changes, Landlord shall reimburse Tenant for the actual cost for Tenant to redraw its plans for the Premises ("**Re-draw Costs**") to correspond with Landlord's New Plans. If Tenant does not approve Landlord's New Plans or if Landlord and Tenant fail to agree on acceptable revisions to Landlord's New Plans, Tenant may terminate this Lease by giving written notice to Landlord. If Tenant does not terminate this Lease and Landlord has not paid Tenant its Re-Draw Costs within thirty (30) days after Tenant opens for business in the Premises, then in addition to any other remedies Tenant has, Tenant may offset the unpaid amount against Base Rent and all other charges (at Tenant's discretion) until the Re-Draw Costs are fully offset.

5. USE.

5.1 USE. Tenant may use and occupy the Premises and Drive-Through Facility and Outdoor Seating Area for any lawful retail or restaurant use.

5.2 COMPLIANCE WITH LAW. Tenant, at its expense, shall comply promptly with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to: (a) the physical condition of any improvements constructed by Tenant in the Premises; and (b) Tenant's specific business operations in the Premises. Tenant shall not be required to make any seismic or structural upgrades, repairs, improvements or alterations to the Premises or the Building in order to comply with the requirements of this Section. Landlord, at its sole cost and expense, shall comply with all other laws, rules, regulations, and ordinances made by any governmental authority now or hereafter having jurisdiction over the Building and the Property, including without limitation, all accessibility for disabled requirements, and providing such certifications as may be necessary or required to establish and confirm Landlord compliance with all requirements governing the Trash and Recycling Areas, Trash and Recycling Improvements, and the Trash and Recycling Services defined in Article 22.

5.3 OPERATIONS. The parties confirm that neither Tenant (nor its assigns) are subject to any opening covenant, continuous operation covenant, operating covenant, radius restriction or similar requirement or limitation. Tenant may operate (or not operate) its business in the Premises and at such hours as Tenant considers proper in Tenant's sole business judgment. It is expressly understood and agreed that Tenant makes no representations or warranties, oral or written, as to the level of gross sales it may generate from the Premises or the number of customers that it will bring to the Building and Property.

5.4 EXCLUSIVITY. Landlord shall not lease to any other tenant nor use or allow any other person or entity (except Tenant and its assigns as applicable to use any portion of the Building or Property for or in support of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or

coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) blended beverages. Notwithstanding the foregoing, other tenants, including the hotel, on the Property or in the Building may sell brewed coffee or brewed tea which is neither (i) gourmet, nor (ii) brand identified, and may also sell pre-bottled tea or pre-bottled tea-based drinks.. For purposes of this Lease, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding. For purposes of this Lease, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name or served in a brand-identified cup.

Any existing tenant in the Building or on the Property with a lease which predates the Letter of Intent dated November 8, 2022 (which existing tenants, with a statement of their permitted use clause(s), if any, are set forth on **Exhibit G** attached hereto and by this reference incorporated herein) whose lease allows it to sell any of the foregoing products, shall not be subject to Tenant's exclusive use restriction set forth herein, if and to the extent that any such existing tenant is permitted by its lease to sell any of Tenant's exclusive use items; provided, however, that with respect to the tenants set forth on **Exhibit G**, Landlord agrees that to the extent Landlord has reasonable control over any such tenant's use and changes in use, Landlord shall exercise such control to enforce and protect Tenant's exclusive use rights described herein. All future tenants will be subject to Tenant's exclusive use restriction.

Full service, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell, in conjunction with a sale of a meal, brewed coffee, tea, and hot espresso drinks for on-premises consumption only. In addition, Fairfield Inn and Town Place Suites Hotel and Plaza may provide brewed coffee to its guest in a non-brand identified dispenser with non-brand identified cups.

In the event of a violation of Tenant's exclusive use, all Base Rent, Annual Additional Rent, and all other sums due under the Lease shall be reduced by fifty percent (50%) until the violation has been cured and the competing tenant(s) at the Property cease(s) the sale of any of the products protected by Tenant's exclusive use described above. In the event that the violation continues for more than ninety (90) days, Tenant shall have the right to terminate this Lease, and shall be entitled to reimbursement by Landlord of the unamortized amount of Tenant's improvements to the Premises as of the effective date of the early termination of the Lease.

5.5 **NEW CONSTRUCTION CONTINGENCY.** Subject to the terms of Section 5.3, and notwithstanding anything in this Lease to the contrary (including, without limitation, Article 3), Tenant shall not be obligated to pay Base Rent or any Annual Additional Rent, nor be required to open for business in the Premises until such time as the construction of all Common Areas, including (without limitation) all parking areas, are substantially complete, all construction equipment and debris have been removed and any remaining Landlord construction items which would prevent Tenant from obtaining a Certificate of Occupancy for the Premises have been completed (the "**New Construction Contingency**"); provided, however, that Tenant may, at its option and in its sole discretion, elect to open for business before the foregoing conditions have been satisfied, in which event the Initial Term shall commence and Base Rent and Annual Additional Rent shall be reduced by fifty percent (50%) of the amounts otherwise due and payable until the New Construction Contingency is satisfied. Without limiting the foregoing, in the event that the New Construction Contingency is not satisfied by December 31, 2023, in addition to any other remedy provided by applicable law or in this Lease, Tenant, upon written notice, shall be entitled to terminate this Lease in which case, upon demand, Landlord shall reimburse Tenant for its costs (including allocable in-house expenses) incurred in developing, constructing and operating its store in the Premises, including (without limitation) site selection, brokerage, legal, design, permitting and other fees and costs, as well as Tenant's costs of construction in the event that Tenant has elected to accept possession of the Premises and constructed some or all of its improvements therein. Nothing herein shall require Tenant to open for business in the Premises until the New Construction Contingency has been satisfied, within the time periods referenced above.

6. MAINTENANCE, REPAIRS, AND ALTERATIONS.

6.1 TENANT'S OBLIGATIONS. Subject to the provisions of Sections 6.2 and 6.3 and Articles 9 and 15, Tenant, at Tenant's expense, shall keep the Premises in good order and repair, including maintaining all plumbing, HVAC, electrical and lighting facilities and equipment within the Premises and exclusively serving the Premises, and the store front, doors, and plate glass of the Premises. At Tenant's request, Landlord shall transfer or assign to Tenant all warranties, express or implied, under any contract or subcontract relating to any improvements or equipment Landlord built or installed within the Premises to serve the Premises exclusively, including, without limitation, the warranty for the HVAC system. Notwithstanding any provision to the contrary, Tenant's obligations under this Section shall not include making: (a) any repair or improvement necessitated by the negligence or willful misconduct of Landlord or its agents, employees, or contractors; (b) any repair or improvement caused by Landlord's failure to perform its obligations hereunder or under any other agreement between Landlord and Tenant; or (c) any structural or seismic repairs, improvements or alterations to the Premises, the Building, or the Property.

6.2 LANDLORD'S OBLIGATIONS. Except for repairs, maintenance and replacements to the Premises and the Building for which Tenant is responsible under Section 6.1, Landlord shall maintain, repair and make replacements to the Premises, the Building, and the Property (including the Common Areas). Landlord shall, at its sole cost and expense (subject to Tenant's payment obligations, if any, pursuant to Article 12 below), make the repairs and replacements and perform such work that is necessary to maintain the Building, and the Property in a condition comparable to other first-class buildings in the East Hartford, Connecticut metropolitan area. Such repairs, replacements and maintenance shall include (without limitation): (a) the upkeep of the roof, roof membrane and roof systems (gutters, downspouts and the like), foundation, exterior walls, interior structural walls, and all structural components of the Premises and Building; and (b) the maintenance and repair of all parking areas, sidewalks, Outdoor Seating Area (other than items installed in the Outdoor Seating Area by Tenant), Drive-Through Facility (other than items installed in the Drive-Through Facility by Tenant), landscaping and drainage systems on the Property and all utility systems (including mechanical, plumbing, electrical, lighting, and HVAC systems) and plumbing systems which serve the Building as a whole and not a particular tenant's premises. Landlord may allocate the cost of such maintenance and repairs equitably among all tenants, if and to the extent provided in Article 12. Landlord shall not be required to maintain the interior surface of exterior walls, windows, doors or plate glass and store fronts (except where maintenance of the same is caused by Landlord's negligence or failure to perform its obligations under this Section). Landlord shall make all repairs under this Section promptly after Landlord learns of the need for such repairs but in any event within thirty (30) days after Tenant notifies Landlord of the need for such repairs. If Landlord fails to make such repairs within thirty (30) days after Tenant's written notice (except when the repairs require more than thirty (30) days for performance and Landlord commences the repair within thirty (30) days and diligently pursues the repair to completion), Tenant may, at its option, undertake such repairs and deduct the cost thereof from the installments of Base Rent and Monthly Estimated Rent next falling due. Notwithstanding the foregoing, in the event of an emergency, Tenant may give Landlord such shorter notice as is practicable under the circumstances, and if Landlord fails to make such repairs immediately after being notified by Tenant, Tenant may immediately undertake such repairs and deduct the cost thereof from the installments of Base Rent and Monthly Estimated Rent next falling due.

6.3 SURRENDER. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in broom clean condition, except for ordinary wear and tear and damage caused by fire or other casualty, whether or not insured or insurable.

6.4 LANDLORD'S RIGHTS. If Tenant fails to perform Tenant's obligations under this Article, Landlord may, but shall not be required to, enter upon the Premises, after thirty (30) days prior written notice to Tenant, and put the same in good order, condition and repair, and the reasonable costs thereof shall become due and payable as additional rental to Landlord together with Tenant's next Base Rent installment falling due after Tenant's receipt of an invoice for such costs. Notwithstanding the foregoing, Landlord's rights under this Section shall be subject to Section 23.14.

6.5 ALTERATIONS AND ADDITIONS.

6.5.1 Initial Improvements. Tenant, at Tenant's cost, may install such fixtures, finishes, communications and internet services infrastructure and other initial tenant improvements in or about the Premises and portions of the Property utilized by Tenant as Tenant deems necessary or desirable for the conduct of Tenant's business therein (the "**Initial Improvements**"). Landlord shall cooperate with Tenant for such installations, including giving Tenant access to the Premises prior to the delivery of possession.

6.5.2 LEED Certification. In addition, Landlord acknowledges and agrees that Tenant intends to seek certification of the Premises through the then-current standards established by the United States Green Building Council (the "**USGBC**") for the certification of green buildings, commercial and retail interiors and other facilities ("**LEED Certification**"). Landlord acknowledges that LEED Certification may be awarded at various certification levels as determined by the USGBC. Accordingly, notwithstanding anything in this Lease to the contrary, Landlord agrees to cooperate with Tenant in Tenant's pursuit of such certification at Tenant's cost for Tenant's installations of its Initial Improvements and in Tenant's efforts to achieve LEED certification (in a manner and at a level which shall be determined by Tenant in its sole discretion) and to take all reasonable steps requested by Tenant to assist Tenant to achieve such certification for the Premises. Further, Landlord agrees to assist Tenant, at no cost to Landlord, in Tenant's efforts to maintain LEED Certification for the Premises throughout the Term.

6.5.3 Subsequent Improvements. After the installation of the Initial Improvements, Tenant may make such non-structural alterations, improvements, and additions to or about the Premises and portions of the Property utilized by Tenant including, without limitation, improving or upgrading its communications and internet services to the Premises, changing color schemes, installing new countertops, flooring, wall-covering and modifying the layout of the tenant fixtures (the "**Subsequent Improvements**"), as Tenant deems necessary or desirable without obtaining Landlord's consent. Notwithstanding the foregoing, Tenant shall not make any alterations, improvements, additions or repairs in, on, or about the Premises which affect the structure or the mechanical systems of the Building (to the extent the mechanical systems do not exclusively serve the Premises) without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Landlord shall cooperate with Tenant for the installation of any Subsequent Improvements and shall be deemed to have approved any Subsequent Improvement(s) proposed by Tenant unless Landlord disapproves of Tenant's proposal in writing within fourteen (14) days of receiving Tenant's proposal and request for consent.

6.5.4 Liens. Before commencing any alterations, additions, or improvements using outside contractors, Tenant shall notify Landlord of the expected commencement and completion dates of the work. Tenant shall not permit any mechanics' or materialmen's liens to be levied against the Premises for any labor or material furnished to Tenant or to its agents, employees, or contractors; provided, however, that Tenant shall not be required to pay or otherwise satisfy any claims or discharge such liens so long as Tenant, in good faith and at its own expense, contests the same or the validity thereof by appropriate proceedings and posts a bond or takes other steps acceptable to Landlord that remove such lien or stay enforcement thereof.

6.6 OWNERSHIP AND REMOVAL OF IMPROVEMENTS, FIXTURES, EQUIPMENT AND FURNISHINGS.

6.6.1 The term "Tenant's Property" shall mean all personal property, furnishings, machinery, trade fixtures, equipment, and improvements (trade or otherwise) which Tenant installs in the Premises, in the Outdoor Seating Area, or in the Drive-Through Facility (including without limitation the following when located in or serving the Drive-Through Facility: partitions, screens, art, plant walls along with the irrigation and suspended plants, specialized lighting fixtures, movable boulders, menu boards, signage and other nonstructural design elements). Until or upon the termination or expiration of the Term, Tenant may remove Tenant's Property from the Premises no later than the termination or expiration date of the Term. In addition, Tenant may remove from the Premises all items installed by Tenant that are

indicative of Tenant's business and may otherwise "de-identify" the Premises, as Tenant reasonably believes necessary or appropriate for the protection of Tenant's interest in Tenant's trademarks, trade names or copyrights. Tenant shall repair any damage to the Premises or the Building caused by such removal, including patching and filling holes. Notwithstanding the foregoing, in no event shall Tenant be entitled pursuant to this Section 6.6.1 to remove, nor shall Tenant be required to remove, any restroom fixtures, flooring, ceilings, walls or utility or electrical components located inside the walls nor any portions of the HVAC system(s). Landlord shall not have the right to place or permit liens or other encumbrances on any of Tenant's Property, and Landlord waives and releases any and all liens, whether statutory or under common law, on Tenant's Property which may be located from time to time in or about the Premises.

6.6.2 Any of Tenant's Property not removed from the Premises on the date this Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord.

7. INSURANCE; INDEMNIFICATION.

7.1 TENANT'S INSURANCE. As of the Commencement Date through the expiration or earlier termination of the Term of this Lease, Tenant shall obtain and keep in full force and effect the following insurance which may be provided under blanket insurance policies covering other properties as well as the Premises and shall be maintained with an insurance company with an A.M. Best Company ("**Best's**") rating of at least A- and a Best's financial performance rating of at least VII. Upon Landlord's request, Tenant will provide Landlord access to an Internet website that certifies Tenant's current insurance coverage in a Memorandum of Insurance.

7.1.1 Liability Insurance. Bodily injury, personal injury and property damage insurance, including by blanket endorsement Landlord, as well as Landlord's managing agent upon Landlord's written request, as additional insureds, against Tenant's liability arising out of Tenant's use or occupancy of the Premises, Drive-Through Facility and Tenant's Outdoor Seating Area (if any). In no event shall this additional insured status extend to the independent liability or negligence of the additional insured or where Tenant does not have an obligation pursuant to Section 7.4 of this Lease. In the event that Tenant elects to sell beer and wine from the Premises, Tenant's liability insurance required herein shall include liquor liability coverage. Tenant's liability insurance coverage shall include an "each occurrence" limit of not less than Five Million Dollars (\$5,000,000) and a general aggregate limit of not less than Five Million Dollars (\$5,000,000).

7.1.2 Property Insurance. Commercial property form insurance with a special form endorsement providing coverage on a replacement cost basis for Tenant's trade fixtures, equipment and inventory in the Premises and the Drive-Through Facility and Tenant's Outdoor Seating Area, if any. During the Term, Tenant shall use the proceeds from any such policy or policies of insurance for the repair or replacement of the insured property unless Tenant elects to terminate this Lease pursuant to Article 9 hereof. Landlord shall have no interest in any insurance proceeds Tenant receives for Tenant's Property and Landlord shall sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Tenant. Tenant's policies shall not be contributing with or in excess of any coverage which Landlord shall carry on the Building and the Property.

7.2 LANDLORD'S INSURANCE. As of the Effective Date through the expiration or earlier termination of the Term of this Lease, Landlord shall obtain and keep in full force and effect, the following insurance ("**Landlord's Insurance**") from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least VII. Upon Tenant's request, Landlord will provide Tenant with a copy of the certificate(s) evidencing such coverage and a premium bill for Landlord's Insurance.

7.2.1 Liability Insurance. Bodily injury, personal injury and property damage insurance (to include contractual liability) insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with: (a) Landlord's and its agents', employees', or

independent contractors' conduct upon, in or about the Premises, the Drive-Through Facility, and Tenant's Outdoor Seating Area, if any, and (b) events occurring in the balance of the Property, including (without limitation) the Common Areas, with an each occurrence limit of not less than One Million Dollars (\$1,000,000) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000). Tenant shall be named as an additional insured under Landlord's liability insurance policies. Landlord's Insurance shall be primary with respect to any claim covered by this Section 7.2.1.

7.2.2 Property Insurance. Special Form commercial property insurance insuring the Building, and Property (including all Landlord Work but excluding any property which Tenant is obligated to insure under Section 7.1.2), for the full replacement value, as such value may change from time to time, and the Landlord's fixtures, equipment, inventory and other contents within the Property. Tenant shall be named as an additional loss payee (to the extent of its interest therein from time to time) under Landlord's property insurance policy(ies).

7.3 WAIVER OF SUBROGATION. Notwithstanding any other provisions of this Lease to the contrary, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party its agents or employees) if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage, or which would have been covered by insurance required to be maintained pursuant to this Lease. This waiver of subrogation applies to covered losses above or below the property deductible. Landlord and Tenant shall require their respective insurance companies to include a waiver of subrogation provision in their respective policies in accordance with this Section 7.3.

7.4 INDEMNIFICATION BY TENANT. Provided that Landlord notifies Tenant in writing of any such third party claims within five (5) days after Landlord becomes aware of such claim, Tenant shall defend, protect, indemnify, and hold Landlord and Landlord's agents, officers, directors, employees, and contractors harmless from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) resulting in any third party claims occasioned by or arising out of: (a) Tenant's use or occupancy of the Premises, Drive-Through Facility, and Tenant's Outdoor Seating Area, if any; (b) any intentional conduct or negligence of Tenant or Tenant's agents, employees, or contractors; (c) any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease; or (d) the failure of any representation or warranty made by Tenant herein to be true when made. This indemnity does not include the intentional or negligent acts or omissions of Landlord or its agents, officers, contractors, or employees; however, the foregoing to the contrary notwithstanding, it shall remain subject to Section 7.3 above. This indemnity shall survive the expiration or earlier termination of this Lease only as to claims arising out of events that occur during the Term and Tenant's occupancy of the Premises. Notwithstanding any provision of this Lease to the contrary, the provisions of this Section 7.4 and Tenant's covenants to provide insurance as provided in this Lease shall in no event extend to Landlord's independent liability.

7.5 INDEMNIFICATION BY LANDLORD. Landlord shall defend, protect, indemnify, and hold Tenant and Tenant's agents, officers, directors, employees, and contractors harmless from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) by or on behalf of any person, entity, or governmental authority occasioned by or arising out of: (a) events occurring in the Common Areas or any other portion of the Building and Property outside the Premises (excluding those events expressly covered by Tenant's indemnification obligations set forth in Section 7.4 above, and only to the extent applicable); (b) any intentional conduct or negligence of Landlord or Landlord's agents, employees, or independent contractors; (c) any breach or default in the performance of any obligation on Landlord's part to be performed under this Lease; or (d) the failure of any representation or warranty made by Landlord herein to be true when made. This indemnity does not include the intentional or negligent acts or omissions of Tenant or its agents, officers, contractors or employees; however, the foregoing to the

contrary notwithstanding, it shall remain subject to Section 7.3 above. This indemnity shall survive the expiration or earlier termination of this Lease. Notwithstanding any provision of this Lease to the contrary, the provisions of this Section 7.5 and Landlord's covenants to provide insurance as provided in this Lease shall in no event extend to Tenant's independent liability.

8. ENVIRONMENTAL LIABILITY.

8.1 ENVIRONMENTAL LAW. The term "**Environmental Law**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Hazardous Substances.

8.2 HAZARDOUS SUBSTANCE. The term "**Hazardous Substance**" shall mean any substance that is actually or allegedly harmful to human life, animal life, or vegetation or any other portion of the environment; toxic substances and vapors, wastes, or pollutants; and hazardous or dangerous substances or vapors, including any substances defined, listed and/or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents, petroleum products or by-products, asbestos, polychlorinated biphenyl, and mold or substances which cannot be disposed of in a common landfill or require special handling or permits in conjunction with disposal.

8.3 LANDLORD'S COVENANTS. Landlord warrants, represents, covenants and agrees as follows:

8.3.1 To the best of Landlord's knowledge (other than as disclosed in the Environmental Reports (as defined herein), no Hazardous Substance has been released, discharged or disposed of on, under or about the Premises, Building or Property (or off-site of the Property which might affect the Premises, Building, or Property) by any entity or person, or from any source whatsoever. Without limiting the foregoing, Landlord represents that the following constitutes all information in Landlord's possession or control concerning any release of Hazardous Substances on, under, or about the Premises, Building, or Property (or off-site of the Premises that might affect the Premises, or off-site of the Property that might affect the Premises, Building, or Property) including, without limitation, sampling data, environmental studies or reports, environmental site assessments, building surveys, and historical use reviews (collectively, "**Environmental Reports**"), all of which have been provided to Tenant:

[LANDLORD -
PLEASE PROVIDE ALL ENVIRONMENTAL REPORTS FOR THE PROPERTY AS SOON AS POSSIBLE]

8.3.2 Landlord shall require each of its employees, agents, contractors, subcontractors, tenants, subtenants, or any other party over whom Landlord has supervision or control or right of the same to comply with all applicable Environmental Laws.

8.3.3 Without limiting the foregoing and to the best of Landlord's knowledge, (a) there are no underground storage tanks on the Premises, Building or Property; (b) no underground storage tanks have been removed from the Premises, Building, or Property; (c) there is no asbestos or asbestos-containing material in or on the Premises, or the Building, and no asbestos or asbestos-containing material has been removed from the Premises, Building, or Property; (d) no facilities involving the manufacture or disposal of any Hazardous Substance or the use or storage of more than five hundred (500) gallons of any Hazardous Substance per year, including, without limitation, gasoline stations, automobile repair facilities, dry cleaners, photo developing laboratories, junkyards, landfills, waste treatment storage, disposal, processing or recycling facilities have been located on or adjacent to the Premises, Building, or Property.

8.3.4 Landlord shall give prompt written notice to Tenant of: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Premises, Building, or Property (or off-site of the Premises that might affect the Premises) or related to any loss or injury that might result from any Hazardous Substance; (b) all claims made or threatened by any

third party against Landlord or the Premises, Building, or Property relating to any loss or injury resulting from any Hazardous Substance; and (c) Landlord's discovery of any occurrence or condition on the Premises, Building, or Property (or off-site of the Premises that might affect the Premises) that could cause the Premises or the Common Areas, if any, or any part of either, to be subject to any restriction on occupancy or use of the Premises under any Environmental Law.

8.3.5 Subject to Tenant's obligations set forth in Section 8.5.1, if any Hazardous Substance is deposited, released, stored, disposed of, discovered, or present in or on the Premises, Building, or Property, Landlord, at Landlord's expense, shall promptly and diligently, to the extent required by any applicable law, including (without limitation) any Environmental Laws, rules, regulations and policies of any governmental entity with jurisdiction over the same, and in compliance with such laws, remove, transport and dispose of such Hazardous Substance. Landlord, at Landlord's expense, shall promptly and diligently investigate any claim from Tenant concerning the presence or suspected presence of a Hazardous Substance on or in the Premises, Building, or Property, including (without limitation) the sampling, monitoring and analysis of soil (both surface and subsurface), groundwater and air quality (both indoor and outdoor). Such investigation shall be performed by environmental contractors reasonably acceptable to Tenant. Landlord shall use its best efforts to minimize direct and indirect impact on Tenant, including its operations in the Premises and effective use of the Common Areas, if any, during all activities related to remediation. Without limiting the foregoing, prior to the Commencement Date, Landlord shall, at its sole cost and expense, remove all asbestos and asbestos-containing material from the Premises. If any asbestos or asbestos-containing material is discovered in the Premises during Tenant's inspection of the Premises, construction of its initial or subsequent tenant improvements or at any other time during the Term, then Landlord shall promptly remove the same or cause it to be removed at Landlord's sole cost and expense and if the foregoing delays the construction or installation of Tenant's improvements, then the Rent Commencement Date shall be extended for one (1) day for each day of delay. In the event that there shall now or in the future exist any Hazardous Substances in, on, under or about the Premises, Building, or Property (not caused by Tenant) that adversely affect Tenant's use of or operations from the Premises, access to or visibility of the Premises, Tenant's construction of its improvements or Tenant's use of the Common Areas (collectively "**Interference**"), then: (i) Base Rent and all other charges payable under this Lease shall be equitably abated in proportion to the effect of the Interference on Tenant's operations; (ii) if Tenant, in its sole discretion, decides to cease operating in the Premises, then: (a) all Base Rent and all other charges payable under this Lease shall abate until the date on which Tenant is reasonably able to reopen for business from the Premises without any Interference and (b) for each day of closure, Landlord shall pay to Tenant, as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per diem; (iii) if such Interference occurs prior to the Rent Commencement Date, then the Rent Commencement Date shall be delayed for one (1) day for each day of Interference (notwithstanding anything in Section 3.1 of this Lease to the contrary); and (iv) if such Interference continues for more than ninety (90) days, Tenant may terminate this Lease, in which event Landlord shall pay to Tenant within twenty (20) days of the date Tenant vacates the Premises an amount equal to the unamortized portion (based on a straight-line amortization over the Initial Term) of Tenant's store development costs incurred in connection with the Premises, including (without limitation) attorneys' fees, design fees, consultant fees (whether the foregoing fees are incurred by outside or in-house personnel), permitting fees, site selection costs, and construction costs, plus all other costs and expenses incurred by Tenant in connection with this Lease and the Premises.

8.4 TENANT'S USE OF ANY HAZARDOUS SUBSTANCE. Tenant shall use and manage its cleaning solutions and other substances as are customarily used in Tenant's business and operations in accordance with Environmental Laws.

8.5 INDEMNITIES.

8.5.1 Tenant shall protect, defend, indemnify, and hold harmless Landlord and Landlord's employees, agents, parents, and subsidiaries from and against any and all loss, damages, costs, claims, damage, expense, or liability, including, without limitation, attorneys' or other professional fees, and the costs of repairs and improvements necessary to return the Premises to the physical condition existing

prior to undertaking any activity related to any Hazardous Substance (“**Claims**”) actually incurred by Landlord directly arising out of or attributable to Tenant’s or Tenant’s agents’, contractors’, or employees’ use, manufacture, storage, release, or disposal of a Hazardous Substance on the Premises, Building, or Property. This indemnity shall survive the termination of this Lease.

8.5.2 Landlord shall protect, defend, indemnify and hold harmless Tenant and its agents, officers, directors, contractors, employees, parents, subsidiaries, successors and assigns from and against any Claims directly or indirectly related to: (a) a violation of or responsibility under Environmental Laws unless such Claims are directly related to Tenant’s, or Tenant’s agents, contractors or employees use, manufacture, storage, release or disposal of a Hazardous Substance on the Premises, Building, or Property; or (b) a breach of any representation, warranty, covenant or agreement contained in this Article. This indemnity shall survive the termination of this Lease. In the event that any Environmental Law or any remedial or response activity concerning Hazardous Substances in, on, under or about the Premises, Building, or Property (not caused by Tenant) adversely affects Tenant’s operations in the Premises or effective use of any Common Areas, in addition to all other remedies provided in this Lease, Tenant may cease operating (if Tenant has elected to operate in the Premises) and, in such event, Base Rent and all other charges shall be abated. If such Interference shall continue for ninety (90) days, Tenant may terminate this Lease.

9. DAMAGE OR DESTRUCTION.

9.1 MATERIAL DAMAGE. If the Premises, Building, or Property are damaged or destroyed by fire or any casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred eighty (180) days following the date on which such damage occurs, then Tenant may elect to terminate this Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall reasonably determine how long the repair and restoration will take. After that determination has been made, Tenant shall have a period of thirty (30) days to terminate this Lease by giving written notice to Landlord.

9.2 REPAIR AFTER DAMAGE. If Tenant does not give written notice of Tenant’s election to terminate as provided in Section 9.1, then Landlord shall, subject to the provisions of this Section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises, Building, and Property are restored to a condition of similar quality, character and utility for Tenant’s purposes, including restoration of all items described on Exhibit C existing in the Premises prior to such damage. In the event that there is no Exhibit C to this Lease, Landlord shall restore the Premises, Building, and Property to a condition of similar quality, character and utility for Tenant’s purposes prior to such damage. Notwithstanding anything contained herein to the contrary, if the Premises, Building, and Property are not repaired and restored within one hundred eighty (180) days from the date of the damage, Tenant may terminate this Lease at any time before Landlord completes the repairs and delivers the restored Premises to Tenant. If Tenant does not so terminate, Landlord shall diligently continue to restore the Premises, the Building and all other portions of the Premises, Building, and Property as are necessary or beneficial to the operation of Tenant’s business in the Premises. In the event of termination, Landlord shall return any prepaid Base Rent and other prepaid amounts to Tenant within thirty (30) days from the date of termination of this Lease.

9.3 UNINSURED DAMAGE. If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either Landlord or Tenant may terminate this Lease by thirty (30) days written notice to the other of its election so to do and this Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

9.4 DAMAGE DURING FINAL TWO YEARS. If any damage or destruction occurs to the Premises, the Building, the Drive-Through Facility, the Common Areas, or, to the extent not included within the foregoing, the Property during the last two (2) years of the Initial Term or any Extension Term and the cost to repair the damage exceeds Fifty Thousand Dollars (\$50,000.00), either Landlord or Tenant

may terminate this Lease upon giving the other party thirty (30) days written notice; provided, however, that if Landlord notifies Tenant that it wishes to terminate this Lease, then Tenant may, if it has not already done so, exercise its right to extend the term of this Lease under Section 2.4 whereupon Landlord's election to terminate shall be null and void.

9.5 ABATEMENT OF RENT. If Landlord is required to repair or restore the Premises, Building, or Property under any provision of this Article and Tenant's use of the Premises is affected, then until Landlord completes such repair or restoration, Base Rent and Annual Additional Rent shall abate from the date of destruction based on the degree of impact such damage and repairs have on Tenant's operations within the Premises as measured by the proportionate reduction in Tenant's sales volume.

10. PROPERTY TAXES.

10.1 DEFINITION OF "REAL PROPERTY TAXES". For purposes of this Lease, the phrase "**Real Property Taxes**" shall include general real estate taxes and assessments payable with respect to the Property that are imposed by any authority having the power to tax any legal or equitable interest of Landlord in the Property; provided, however, that assessments shall be prorated and divided into the maximum number of installments permitted by law and only the current portion shall be included in Real Property Taxes for any Lease Year. Notwithstanding the foregoing, Real Property Taxes shall not include: (a) any inheritance, estate, succession, transfer, gift, franchise, or capital stock tax; (b) any gross or net income taxes; (c) any excise taxes imposed upon Landlord based upon gross or net rentals or other income received by it; or (d) Real Property Taxes assessed against the Property for periods of time prior to the Rent Commencement Date.

10.2 PAYMENT OF REAL PROPERTY TAXES. As of the Rent Commencement Date, Landlord represents and warrants that: (a) Landlord has paid in full all Real Property Taxes due as of the Rent Commencement Date, (b) Landlord shall pay when due all future Real Property Taxes and (c) the tax parcel number of the Property is set forth on Exhibit A. Landlord shall render to Tenant, promptly after the receipt of the tax bill applicable to the Premises for a given period during the Term, a full complete and legible copy of such tax bill and a detailed statement showing the amount of Real Property Taxes and indicating in reasonable detail the items included in Real Property Taxes and the computation of Tenant's Pro Rata Share of Real Property Taxes. For each Lease Year during the Term, Tenant shall pay Landlord, as additional rent, Tenant's Pro Rata Share of Real Property Taxes in the manner set forth in Article 12. Subject to making estimated payments pursuant to Article 12, Tenant shall pay Real Property Taxes only as such taxes become due and payable during the Term prorated for any partial assessment period occurring immediately before the Rent Commencement Date and after the Expiration Date. If Real Property Taxes assessed against the Property for periods of time during the Term are billed by the applicable taxing authorities following the expiration or earlier termination of the Term, the parties agree that the Real Property Taxes for such period during the Term shall be calculated based on the Real Property Taxes billed by the applicable taxing authorities for the immediately preceding period during the Term, in full satisfaction of such reimbursement obligation to Landlord. In the event the taxing authority offers a discounted tax rate or a penalty rate based on the date of payment, Tenant's property tax shall be calculated at the lowest possible discounted amount regardless of the date of Landlord's payment to the taxing authority. Tenant shall have the right to challenge, at its sole expense, the Real Property Taxes and Landlord agrees to provide whatever assistance or cooperation that Tenant may reasonably require, including Landlord's agreement to sign all necessary instruments in connection with such application or appeal. Upon the request of Tenant, and if required to preserve the right to challenge such taxes, Landlord will pay all Real Property Taxes under protest or in such other manner as will preserve the right to challenge such taxes. Tenant may challenge Real Property Taxes if Tenant pays any protested amount to Landlord. Landlord will reimburse Tenant for Tenant's Pro Rata Share of any refund of Real Property Taxes received as a result of any tax contest.

10.3 PERSONAL PROPERTY TAXES. Tenant shall pay, prior to delinquency, all personal property taxes assessed against Tenant directly and applicable to its personal property located in the Premises.

10.4 PROPERTY TAX PROTECTION. Notwithstanding anything contained herein to the contrary, if Landlord sells or transfers the Building or Property or if a change of ownership occurs and as a direct result the Real Property Taxes increase, Tenant shall not be obligated to pay any portion of such increase becoming due during the Initial Term.

11. UTILITIES.

11.1 UTILITIES. Landlord shall pay all utility connection fees (including without limitation all water and sewer connection fees), traffic impact fees, and any other impact and extraordinary fees that are associated with the construction of Tenant's Initial Improvements or Tenant's use of the Premises. At Landlord's sole cost and expense, Landlord shall ensure communications and internet services infrastructure at a minimum speed of 50 x 10 Mbps and from a service provider acceptable to Tenant is located on the Property, available for Tenant's use at the Premises and installed in accordance with Landlord's Workletter attached hereto as Exhibit C. Tenant shall have the right to sufficient utilities and ventilation to support its intended use of the Premises. Without limiting the foregoing, Landlord either: (a) represents and warrants that the Building has sufficient electrical capacity as described on Exhibit C without adverse impact on other occupants or the need for an upgrade in utility service; or (b) covenants to upgrade the electrical capacity of the Building prior to the Commencement Date, at Landlord's sole cost and expense, as described on Exhibit C without adverse impact on other occupants. Prior to the Commencement Date, Landlord shall install separate meters for gas, electric, water and sewer services at the Premises in such locations which are accessible to Tenant. Landlord shall install, provide and maintain such meters at Landlord's sole cost and expense during the Term of this Lease. Subsequent to the Commencement Date, Tenant shall pay directly to the applicable utility provider the utility charges for all water, sewer, gas and electricity used by Tenant during the Term. In the event any utility serving the Premises is not separately metered, Landlord shall, at its sole cost and expense, install a sub-meter prior to the Commencement Date, maintain such meters during the Term and read such meters and submit a utility statement to Tenant at least once each calendar quarter. Such statement shall show in reasonable detail the calculation of Tenant's utility charge and shall be accompanied with a copy of Landlord's utility bill for such period. Landlord shall not charge Tenant a rate for any utility in excess of the lesser of the rate Landlord pays the supplier of the service or the rate at which Tenant could purchase the services directly through an available supplier. Tenant shall pay to Landlord a utility charge for any sub-metered utility used by Tenant in the Premises within thirty (30) days after receipt of the documents described above. Landlord shall be deemed to have waived its right to payment for any utility charge unless such charge has been submitted to Tenant within twelve (12) months of the date of Landlord receives such bill or charge from the utility provider. Tenant will have no obligation to pay or reimburse Landlord for any utility charges that were incurred or billed before the date that the then-current Landlord purchased the Property from the previous landlord. Landlord acknowledges that Tenant has the right to contract with and use its own energy service providers and until it does so Landlord may use its own energy service providers to serve the Premises. The provisions in this Section 11.1 are subject to the provisions set forth in Section 11.2 below.

12. TENANT'S PRO RATA SHARE OF COMMON AREAS OPERATING EXPENSES, INSURANCE AND TAXES.

12.1 GENERAL DEFINITIONS. The term "**Operating Expenses**" shall mean the reasonable and necessary, out-of-pocket costs and expenses actually paid in any calendar year directly attributable to maintaining, operating, and providing services to and for the Common Areas without duplication, including the costs of utilities, maintenance, supplies and wages, and subject to the exceptions set forth in Section 12.5. The term "**Common Areas**" shall mean all portions of the Building and Property (excluding the Premises and any other space in the Building and Property designed to be leased to another tenant for its exclusive use) including landscaped areas, parking lots, and sidewalks. The terms "**Landlord's Insurance**" and "**Real Property Taxes**" shall have the meanings assigned in Sections 7.2 and 10.1 respectively and shall not be included in Operating Expenses for any purpose, including, without limitation, the calculation of any management or administrative fees.

12.2 **DEFINITION OF TENANT'S PRO RATA SHARE.** Tenant's Pro Rata Share shall be the ratio of the Gross Leasable Area of the Premises to the Gross Leasable Area in the Property (Tenant's "**Pro Rata Share**"). For purposes of this Lease, "**Gross Leasable Area**" of any tenant's premises in the Property (other than Tenant's Premises) means the number of gross square feet of leasable floor area (regardless of whether such area is occupied or enclosed) intended primarily for the exclusive use by an occupant for any length of time, including, without limitation, garden centers used for the sale and display of merchandise and storage space within or immediately adjacent to an occupant's premises, but excluding any Property management office, Common Area, maintenance storage areas, and Common Area community room. Such Gross Leasable Area of any premises (excluding Tenant's Premises) shall be measured from the exterior face of exterior walls and the exterior face of service corridor walls, the line along the front of such premises where it abuts the sidewalk or other Common Area (which line is commonly known as the "**lease line**"), and the center line of any wall that such premises shares with other leasable areas of the Property. Tenant's Pro Rata Share shall not exceed Three percent (3%). Landlord represents that as of the date hereof, the Property contains TBD (____) square feet of Gross Leasable Area. If the number of square feet of Gross Leasable Area in the Property increases during the Term, then Tenant's Pro Rata Share shall be adjusted accordingly. In no event shall Tenant's Pro Rata Share increase.

12.3 **TENANT'S PAYMENT.** Commencing on the Rent Commencement Date, for each calendar year of the Term (prorated for any calendar year falling partially within the Term), Tenant shall pay to Landlord as additional rent Tenant's Pro Rata Share of Operating Expenses, Landlord's Insurance and Real Property Taxes (collectively known as "**Annual Additional Rent**"). Prior to the Rent Commencement Date and at least thirty (30) days prior to the beginning of each calendar year thereafter, Landlord shall furnish to Tenant a written statement setting forth the following: (a) the amount Landlord estimates Landlord will pay for Operating Expenses (broken down into reasonable categories), Real Property Taxes, and Landlord's Insurance for the then upcoming calendar year; (b) Landlord's estimate of Tenant's Annual Additional Rent; and (c) a calculation of one-twelfth (1/12) of Landlord's estimate of Tenant's Annual Additional Rent ("**Monthly Estimated Rent**"). Landlord's estimates of Tenant's Annual Additional Rent shall be reasonably based on the actual amounts paid by Landlord for such expenses during the previous year. Tenant shall pay to Landlord the Monthly Estimated Rent beginning on the Rent Commencement Date and on the first day of every successive calendar month thereafter during the Term. Monthly Estimated Rent for a period of less than one month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year. Notwithstanding any provision of this Lease, Tenant's Pro Rata Share of Operating Expenses from the Rent Commencement Date through the end of the first full calendar year shall not exceed (on an annual basis, prorated for any initial, partial calendar year) _____ Dollars (\$ TBD) per square foot of Gross Leasable Area in the Premises, Tenant's Pro Rata Share of Landlord's Insurance from the Rent Commencement Date through the end of the first full calendar year shall not exceed (on an annual basis, prorated for any initial, partial calendar year) _____ Dollars (\$ TBD) per square foot of Gross Leasable Area in the Premises, and Tenant's Pro Rata Share of Real Property Taxes from the Rent Commencement Date through the end of the first full calendar year shall not exceed (on an annual basis, prorated for any initial, partial calendar year) _____ Dollars (\$ TBD) per square foot of Gross Leasable Area in the Premises. Notwithstanding anything contained herein to the contrary, the portion of Tenant's Annual Additional Rent attributable to Operating Expenses for any calendar year following the first full calendar year of the Term shall not exceed one hundred five percent (105%), on a non-cumulative basis, of the portion of Tenant's Annual Additional Rent attributable to Operating Expenses payable by Tenant for the previous calendar year.

12.4 **RECONCILIATION.** For each calendar year of the Term, within sixty (60) days after the end of each calendar year, Landlord shall furnish to Tenant, at the notice address provided for in Article 25, a statement in reasonable detail and certified as complete and correct by an authorized representative of Landlord, including supportive documentation, setting forth (a) Landlord's actual costs for Operating Expenses, Real Property Taxes, and Landlord's Insurance for that year by category and amount; (b) the amount of Tenant's Annual Additional Rent; and (c) the sum of Tenant's Monthly Estimated Rent payments made during the year. If the amount of Tenant's Annual Additional Rent exceeds the sum of Tenant's Monthly Estimated Rent payments (and a statement has been received during such sixty (60) day

period), Tenant shall pay the deficiency to Landlord within forty-five (45) days after Tenant's receipt of such statement, provided that Tenant may suspend payment of any amount which (x) it disputes in good faith, (y) was paid by Landlord in a calendar year other than the year covered by the statement, or (z) it has not been provided with reasonable details as set forth above, until resolution thereof. If Tenant shall fail to pay any Additional Rent when the same is due and payable and Tenant has not suspended payment as provided above, any unpaid amounts shall bear interest at the greater of twelve percent (12%) per annum or the prime interest rate charged by Wells Fargo Bank plus three percentage points (but in no event to exceed the maximum lawful rate) from the date the unpaid amount was initially due, to and including the date of payment. If the sum of Tenant's Monthly Estimated Rent payments during the year exceeds the amount of Tenant's Annual Additional Rent, Landlord shall pay the excess to Tenant at the time Landlord is required to furnish the statement hereunder, or, if the Term has not expired, may credit the excess toward the payments of Base Rent and Tenant's Monthly Estimated Rent next falling due. Landlord shall be deemed to have waived its right to payment for any amount which is understated or not included in the statement for the year in which the work was performed or the cost was billed to Landlord. Tenant shall not be required to reimburse Landlord for any amounts claimed to be due Landlord in connection with any reconciliation not produced by Landlord within the time period referenced above. Tenant will have no obligations to pay or reimburse Landlord for any expense included in Annual Additional Rent that was incurred or billed before the date that the then-current Landlord purchased the Property from the previous landlord.

12.5 EXCLUSIONS FROM OPERATING EXPENSES. Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall not include: (a) the initial costs of any item properly chargeable to a capital account (using generally accepted accounting principles consistently applied) nor the original costs of constructing the Building; (b) the cost of any capital addition, repair or replacement to the Building (nor reserves therefor); (c) expenses for which Landlord is or will be reimbursed by another source (excluding Tenant's reimbursement for Operating Expenses), including but not limited to repair or replacement of any item covered by warranty; (d) costs incurred to benefit (or as a result of) a specific tenant or items and services selectively supplied to any specific tenant; (e) expenses for the defense of Landlord's title to the Property; (f) structural repairs and replacements; (g) depreciation and amortization of the Building or financing costs, including interest and principal amortization of debts; (h) charitable, lobbying, special interest or political contributions; (i) costs of improving or renovating space for a tenant, or space vacated by a tenant; (j) any amounts expended by Landlord to comply with any Environmental Laws; (k) costs to correct original or latent defects in the design, construction or equipment of the Building and/or the Building; (l) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard; (m) any expenses incurred: (i) to comply with any governmental laws, regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; or (ii) as a result of Landlord's alleged violation of or failure to comply with any governmental laws, regulations and rules or any court order, decree or judgment; (n) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (o) rental on ground leases or other underlying leases; (p) attorneys' fees, accounting fees and expenditures incurred in connection with tax contests or negotiations, disputes and claims of other tenants or occupants of the Building, and Property or with other third parties except as specifically provided in this Lease; (q) cost of the initial stock of tools and equipment for operation, repair and maintenance of the Building, and Property; (r) any duplicate expenses or costs; (s) amounts billed (directly or indirectly) for salaries, overhead and expenses for office rent and office supplies; (t) administrative or management fees (in the aggregate) which exceed ten percent (10%) of Tenant's Pro Rata Share of the Operating Expenses; and (u) any fines, penalties, interest, liability, liens, assessments, costs, expenses or other fees or amounts imposed upon Landlord or the Property under any covenants, conditions, restrictions, easements or similar agreements, including without limitation as a result of Landlord's or any other third party's failure to perform any obligations or to pay any amounts due thereunder). As noted in Section 12.1 above, Landlord's calculation of administrative and/or management fees shall not be based on any charges related to Common Area utility costs, Landlord's Insurance, and/or Real Property Taxes.

12.6 RECORDS. Landlord shall keep records showing all expenditures incurred as Operating Expenses, Landlord's Insurance and Real Property Taxes for each calendar year for a period of

three (3) years following each year, and such records shall be made available for inspection and photocopying by Tenant and/or its agents during ordinary business hours in the city in which the Premises are located.

12.7 DISPUTE RESOLUTION. Any dispute with respect to Landlord's calculations of Tenant's Annual Additional Rent shall be resolved by the parties through consultation in good faith within sixty (60) days after written notice by Tenant to Landlord. However, if the dispute cannot be resolved within such period, the parties shall request an audit of the disputed matter from an independent, certified public accountant selected by both Landlord and Tenant, whose decision shall be based on generally accepted accounting principles and shall be final and binding on the parties. If there is a variance of three percent (3%) or more between said decision and Landlord's determination of Tenant's Annual Additional Rent, Landlord shall pay the costs of the audit and shall credit any overpayment toward the next Base Rent and/or Monthly Estimated Rent payment falling due or pay such overpayment to Tenant within thirty (30) days of completion of the audit. If the variance is less than three percent (3%), Tenant shall pay the cost of said audit. Each party agrees not to enforce any alleged reconciliation defaults during the period in which the parties are exercising such good faith resolution efforts prior to a final audit determination.

13. ASSIGNMENT AND SUBLETTING. Tenant may sublet all or any portion of the Premises or assign this Lease without Landlord's consent. For the purpose of this Lease, any sale or transfer of Tenant's capital stock, redemption, or issuance of additional stock of any class shall not be deemed an assignment, sublet, or any other transfer of Tenant's interest in this Lease or the Premises. Landlord shall not be entitled to any consideration in connection with any assignment or sublease; provided Tenant shall be secondarily liable under this Lease following any assignment or sublease.

14. DEFAULTS; REMEDIES.

14.1 TENANT'S DEFAULTS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of twenty (20) days after Tenant's receipt of Landlord's notice in writing of such failure; or

(b) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than the payment of sums due hereunder, where such failure shall continue for a period of thirty (30) days after Tenant's receipt of Landlord's written notice thereof; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

14.2 REMEDIES IN DEFAULT. In the event of any such default which remains uncured after the expiration of the applicable notice and cure period(s) specified above, Landlord may, in accordance with procedures required by law, pursue one of the following remedies:

(a) In the event of a material default, Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall surrender possession of the Premises to Landlord within thirty (30) days after Tenant's receipt of Landlord's written notice of termination. Landlord shall not be entitled to terminate this Lease during any time that the parties are involved in a good faith dispute regarding the existence of an alleged material default. In the event Landlord is permitted to terminate this Lease as set forth herein, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting (but excluding necessary renovation and alteration of the Premises for use by a subsequent tenant or occupant), and the Base Rent and Annual Additional Rent as it becomes due hereunder, together with interest at the greater

of twelve percent (12%) per annum or the prime interest rate charged by Wells Fargo Bank, plus three percentage points (but in no event to exceed the maximum lawful rate) from the date the unpaid amount was initially due, to and including the date of payment; provided that Tenant shall be entitled to a credit against such amounts equal to (i) the amounts received by Landlord by re-leasing the Premises or otherwise mitigating its damages or (ii) if Landlord fails to re-lease the Premises, the fair market rental value of the Premises for the applicable period. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be liable for (i) any consequential damages or (ii) lost Base Rent in excess of two (2) years of Base Rent. If Landlord relets the Premises, then any rent or other concessions given to the new tenant shall be prorated evenly throughout the entire term of the new lease; or

(b) Landlord may maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease including the right to recover the Base Rent and Annual Additional Rent as it becomes due hereunder.

Notwithstanding the foregoing, with respect to any remedy exercised by Landlord, Landlord shall have an affirmative obligation to obtain another tenant for the Premises promptly, at a fair market rental, and to otherwise mitigate its damages.

14.3 LANDLORD DEFAULTS AND REMEDIES. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (a) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion); or (b) the failure of any representation or warranty to be true when deemed given hereunder. Notwithstanding the foregoing, in the event Landlord's breach creates an emergency situation, or is of such a nature that impairs Tenant's ability to operate at the Premises (which shall include by way of illustration and not limitation, obstructions or disruptions to: Common Areas, parking, access to the Premises, Building, and Property, visibility, utilities, roof leaks, health and safety and quiet enjoyment), then Landlord shall be required to remedy such breach as soon as commercially reasonable and in any event without delay. In the event of a default by Landlord, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (w) to remedy such default or breach and deduct the costs thereof (including attorneys' fees) from the installments of Base Rent and Annual Additional Rent next falling due; (x) to pursue the remedy of specific performance; (y) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease; and (z) to terminate this Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate Tenant to perform Landlord's repair obligations.

15. CONDEMNATION.

15.1 CONDEMNATION OF PREMISES. If any portion of the Premises is taken by a government entity exercising the power of eminent domain or sold to a government entity by Landlord under the exercise of said power (the final judicial order that permits the taking is herein referred to as "**condemnation**"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession of the condemned portion of the Premises (the "**Condemnation Date**"). If so much of the Premises is taken that, in Tenant's business judgment, the Premises is no longer reasonably suitable for Tenant's operations, Tenant may terminate this Lease. If the entire Premises are condemned, then this Lease shall automatically terminate as of the Condemnation Date. The party who receives the condemnor's notice of intention to take (the "**Condemnation Notice**") shall immediately give a copy of such notice to the other party.

15.2 CONDEMNATION OF THE PROPERTY. If as a result of any condemnation of the Property or any portion thereof (even though the Premises are not physically affected), (a) the Premises, Building, or Property are no longer reasonably suited for the conduct of Tenant's business in Tenant's business judgment; (b) the number of parking spaces on the Property located within fifty (50) feet of the Premises is reduced by more than two (2) spaces and Landlord does not provide alternative equally accessible parking; or (c) the Drive-Through Facility configuration and/or dimensions (including any turning radius or stacking lanes) are adversely and negatively affected, then Tenant may terminate this Lease at any time after Tenant receives the Condemnation Notice by giving Landlord thirty (30) days written notice.

15.3 CONDEMNATION OF THE BUILDING AND/OR PROPERTY. If a condemnation of any portion of the Building or Property (even though the Premises are not physically affected) renders the Building or Property unsuitable for use as a retail building in either party's reasonable business judgment, then either Landlord or Tenant may terminate this Lease by giving the other at least thirty (30) days written notice. Notwithstanding the foregoing, Landlord may only exercise its right to terminate under this Section if Landlord terminates the leases of all other tenants in the Building or Property.

15.4 RESTORATION. If this Lease is not terminated, (a) it shall remain in full force and effect as to the portion of the Premises remaining, provided the Base Rent and all other charges payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking, and (b) Landlord shall use the condemnation award to restore the Premises, Building and Property as soon as reasonably possible to a complete unit of the same quality, character, and utility for Tenant's purposes existing prior to the condemnation. Notwithstanding anything contained herein to the contrary, if the restoration of the Premises, Building and Property is not commenced within thirty (30) days of Landlord's receipt of the condemnation award or is not completed within one hundred eighty (180) days from the Condemnation Date, then Tenant may terminate this Lease at any time before Landlord completes the restoration. If this Lease is terminated, Landlord shall return any deposits, all prepaid Base Rent, and other prepaid sums to Tenant within thirty (30) days of the date of termination of this Lease.

15.5 AWARD. Landlord and Tenant may each pursue any condemnation award to which it is entitled by applicable law. Tenant may recover from the condemning authority or from Landlord (if Tenant can show that such amount was included in Landlord's award) that portion of any net award or payment attributable to Tenant's work or installations in the Premises, including without limitation, the unamortized value of improvements installed in the Premises by Tenant at Tenant's expense based on straight-line depreciation over the Initial Term without regard to the condemnation. For the purposes of this Section, a "net" award or payment shall mean the entire award or payment for such taking, less the actual and reasonable expenses incurred in collecting such award or payment.

16. SIGNAGE. Tenant, at its cost, shall have the right to install or place signs, awnings, or other advertising materials in, on, or about the Premises, Building, and the Property, including all directional signs, menu boards, and other signage associated with the Drive-Through Facility to the maximum extent permitted by local law.

Tenant will have the right, throughout the Term and at no additional rent, to install a ____ x ____ sign panel on both sides of the pylon facing I-84 at the rear of the Building as well as at the entrances to the Building along Roberts Street, as well as way finding signs directing drive through traffic around the Building as further depicted on the composite building and signage **Exhibit B**. Landlord will pay for all costs associated with the fabrication, installation and maintenance of such pylon structures and panels, exclusive of Tenant's panels, which shall be at Tenant's expense. Tenant will pay all costs associated with the fabrication and installation of Tenant's sign panels, any way finding signs, and any other signs shown on Exhibit B-2, including but not limited to any Order Zone Components. Landlord agrees to construct the pylon prior to delivery of the Premises to Tenant and shall install or (cause to be installed) such sign panel(s) prior to Tenant opening for business in the Premises; provided, however, that Tenant shall pay its proportionate share (based upon the size of the pylon and Tenant's portion thereof) of maintenance fees, electricity, permit and design fees and fabrication fees and costs.

Landlord shall not vary or change the location, size, or position of Tenant's signage, including but not limited to the position of Tenant's signage on any pylon or monument signs. Notwithstanding anything contained herein to the contrary, Landlord hereby consents to, and Tenant shall be permitted to install, Tenant's then-current trademarked name(s), colors, letters, font and logo in Tenant's signage as depicted on Exhibit B-2, provided that Tenant may, in its discretion, make such modifications to the signs as shown on Exhibit B-2 for reasons including but not limited to, code requirements, Tenant's particular determination of the signs needed for the Property, and changes in Tenant's typical signs and trade dress. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to obtain Landlord's consent for any promotional or advertising signs or displays within the interior of the Premises. Landlord shall not allow any signage other than Tenant's to be erected on the exterior walls of the Premises or on the face of the Building or on the roof above the Premises.

If Landlord requests that Tenant temporarily remove Tenant's signage after installation for any reason and Tenant consents to such removal in writing, Landlord shall reimburse Tenant for the actual cost incurred by Tenant to remove, store, and re-install the Exterior Signage. If Landlord has not paid Tenant those costs within thirty (30) days after Tenant re-installs its Exterior Signage, then in addition to any other remedies Tenant has, Tenant may offset the unpaid amount against Base Rent and all other charges (at Tenant's discretion) until Tenant's costs are fully offset.

If Landlord materially changes or establishes Landlord's sign criteria after Tenant executes this Lease (whether or not the changes are being required by a governing authority), then Landlord shall submit Landlord's new sign criteria ("**New Sign Criteria**") for Tenant's review and approval (in Tenant's sole and absolute discretion). Tenant shall approve or disapprove Landlord's New Sign Criteria or request modifications to Landlord's New Sign Criteria. Landlord shall reimburse Tenant for the actual cost for Tenant to remove the old signage and manufacture and install its new signage ("**New Sign Costs**") to correspond with Landlord's New Sign Criteria. If Tenant does not approve Landlord's New Sign Criteria or if Landlord and Tenant fail to agree on acceptable revisions to Landlord's New Sign Criteria, Tenant may terminate this Lease by giving written notice to Landlord. If Tenant does not terminate this Lease and Landlord has not paid Tenant its New Sign Costs within thirty (30) days after Tenant installs its new signage, then in addition to any other remedies Tenant has, Tenant may offset the unpaid amount against Base Rent and all other charges (at Tenant's discretion) until the New Sign Costs are fully offset.

17. **PERMIT CONTINGENCY.** As used in this Lease, "**Government Approvals**" shall mean any permits and/or licenses (including but not limited to conditional use permits, building permits, variances, and other Government approvals) that are required by applicable laws to enable Tenant legally to: (a) construct Tenant's improvements to the Premises in accordance with its plans; (b) install Tenant's signage on the Premises; (c) conduct its business from the Premises, (d) operate its Outdoor Seating Area for the Premises; and (e) operate a Drive-Through Facility from the Premises. Tenant's obligations under this Lease are conditioned on Tenant obtaining its Government Approvals. Tenant shall, at Tenant's expense, initiate, and diligently pursue each Government Approval pertaining to the tenant improvements Tenant constructs inside the Premises, but not for exterior permits, including without limitation the Outdoor Seating Area and Drive-Through Facility, which shall be Landlord's responsibility. Landlord shall execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may require in connection with applications for such Government Approvals. If Tenant (or Landlord, as applicable) does not obtain such Government Approvals on terms satisfactory to Tenant, or if any Government Approvals are not renewed or are revoked during the Term due to Landlord's conduct, or permits for the Drive-Through Facility are not renewed or are revoked, Tenant shall have the right to terminate this Lease. In the event Tenant has not sent notice to Landlord confirming its satisfaction, waiver of, or inability to satisfy the contingency described in this Article 17, Landlord shall have the right to send notice to Tenant of Tenant's failure to do so, and shall include in such notice the fact that Tenant has thirty (30) days to respond to Landlord's notice and reciting that Tenant's failure to do so shall be deemed a termination of this Lease. Tenant shall have thirty (30) days following its receipt of Landlord's notice to respond to Landlord, either to waive the contingency or to elect to terminate this Lease, as provided in this Article 17. After a termination hereunder, neither party shall have any rights or liabilities under this Lease, and Landlord shall return any deposits and prepaid amounts to Tenant, if any; provided that, if such

termination is based on Landlord's conduct, Tenant shall be entitled to pursue such other rights and remedies as may be available at law or in equity. Tenant shall vacate the Premises within thirty (30) days after exercising the option to terminate as provided in this Article 17.

18. **OUTDOOR SEATING.** If such seating is permitted by the local authorities, Tenant may provide outdoor seating for its customers on property owned by Landlord adjacent to the Premises (the dimensions and location of such area are set forth on **Exhibit B-1** and **Exhibit C** or otherwise as mutually agreed upon by Landlord and Tenant in writing) (the "**Outdoor Seating Area**") at any time during the Term of this Lease at no additional rental. Tenant, at its cost, shall comply with all relevant state, municipal or local laws, regulations, rules, and ordinances applicable to its operations in the Outdoor Seating Area. Tenant shall pay for and obtain all necessary permits for the Outdoor Seating Area. Tenant shall take reasonable steps to keep the Outdoor Seating Area exclusively serving its customers reasonably clean and neat. Landlord shall install a railing as needed to meet all code and permitting requirements for Tenant's anticipated use throughout the Term.

19. **TENANT'S RIGHT OF EARLY TERMINATION.** Notwithstanding anything contained herein to the contrary, Tenant, in its sole discretion, shall have the right to terminate this Lease as of the Early Termination Date. The "**Early Termination Date**" shall be any date on or after the last day of the sixtieth (60th) full calendar month of the Term. In order to exercise this early termination right, Tenant must give Landlord written notice no less than one hundred twenty (120) days before the Early Termination Date. Upon the date Tenant specifies for the Early Termination Date, Tenant shall be fully and forever released and discharged from any and all obligations, covenants, or liabilities of whatsoever kind or nature in law or equity or otherwise arising out of or in connection with this Lease or any other agreements by and between Landlord and Tenant except any obligation or liability accrued before the Early Termination Date. Should Tenant elect to terminate this Lease as permitted under this Article 19, Tenant shall pay Landlord, on or prior to the Early Termination Date a termination fee (the "Termination Fee") equal to the total of the following amounts: (a) \$75,000.00; (b) the then-unamortized portion of the broker's commission paid by Landlord in connection with this Lease (which the parties agree shall not exceed \$39,060.00), calculated by amortizing such amount on a straight-line basis over a ten (10) year term; and (c) the then-unamortized portion of the Allowance (which the parties agree shall not exceed \$31,250.00), calculated by amortizing such amount on a straight-line basis over a ten (10) year term. In no event shall the Termination Fee be construed as a pre-payment of Base Rent.

20. **TENANT'S USE OF COMMON AREAS.** Tenant shall have the right to use any and all appurtenances and easements benefiting the Premises, Building, and Property along with sufficient Common Areas and parking to support its intended use of the Premises including such portions as are necessary for Tenant's operation of the Drive-Through Facility, including necessary stacking lanes as well as areas necessary for its Outdoor Seating Area. In addition to the foregoing, Tenant shall have the right of access to such portions of the Building and Property outside the Premises as are necessary to enable Tenant to exercise its rights under this Lease. Landlord shall not allow any permanent or temporary kiosk, cart, or other obstruction to be constructed or placed on the Property within one hundred fifty (150) feet of the Premises. Any changes, additions, or alterations to the Premises, Property, or Building shall not (a) impair access to, visibility of, or frontage of the Premises; (b) adversely affect the conduct of Tenant's customary business therein; or (c) detract from Tenant's signage, create confusion regarding the business conducted in the Premises, or adversely affect the presentation of Tenant's exterior signage and storefront. In the event of any such interference, in addition to Tenant's other rights and remedies under applicable law and this Lease, the Base Rent and Annual Additional Rent shall be equitably abated based on the degree of interference with Tenant's business.

21. **PARKING AND ACCESS.** At no expense to Tenant and/or its employees or customers, Landlord shall provide all parking for Tenant's employees and customers (and Landlord shall apply for and obtain all variances in connection therewith) as needed to meet all code and permitting requirements for Tenant's anticipated use throughout the Term. Landlord shall not vary or permit to be varied the existing means of ingress and egress to the Building, or Property. Landlord shall not reduce the number of parking spaces below that which is required by law for Tenant to maintain its permit to use and occupy the Premises

or realign the parking spaces in a manner that makes them substantially less accessible to the Premises. Landlord shall install bike racks as required by code. Landlord shall provide Tenant with five (5) exclusive parking spaces adjacent to the Premises.

22. TRASH REMOVAL.

22.1 TRASH AND RECYCLING AREA. Landlord shall provide Tenant with a lawful location on the Property as shown on Exhibit B-1 (the “**Trash and Recycling Area**”) for Trash and Recycling Services and Trash and Recycling Improvements (each as hereinafter defined).

22.2 IMPROVEMENTS. Landlord shall, at Landlord’s expense and as a part of Landlord’s Work, install in such Trash and Recycling Area the improvements set forth on Exhibit C (the “**Trash and Recycling Improvements**”), which Trash and Recycling Improvements shall be for Tenant’s sole and exclusive use.

22.3 TRASH AND RECYCLING SERVICES.

22.3.1 Trash and Recyclable Material. For purposes of this Lease, “**Trash and Recyclable Material**” means all trash, rubbish, garbage, and Recyclable Materials produced by Tenant in, on, and from the Premises. Recyclable Material means materials such as cardboard, plastic, paper, metal, aluminum, compost, packaging items, mixed recycling, and all other materials subject to Trash and Recycling Laws and/or with established hauling, infrastructure, and secondary markets to support recovery and material reuse in the form of post-consumer content for products.

22.3.2 Trash and Recycling Hauler. For purposes of this Lease, “**Hauler**” shall refer to a person or entity duly licensed in accordance with applicable law, including, without limitation, all applicable Trash and Recycling Laws, to provide Trash and Recycling Services. Tenant shall have the right to arrange for its own collection, transport, and disposal of Trash and Recyclable Material (the “**Trash and Recycling Services**”), of which will be under Tenant’s exclusive control, with a Hauler of Tenant’s choice, and provide its own trash containers, recycling containers, and organic material containers within the Trash and Recycling Improvements for Tenant’s exclusive use. Tenant shall pay for all costs for any such services to Tenant’s Hauler and such costs shall not be a part of the Operating Expenses, so long as Tenant exercises its right to arrange for its own collection and further provided that Tenant shall indemnify and hold Landlord harmless for and on account of any claims, damages and expenses arising out of the actions of Tenant’s Hauler.

As used herein, Trash and Recycling Laws shall refer to all federal, state, and local laws, guidelines, codes, rules and regulations applicable to Landlord, Tenant, or to the Property, including, without limitation, all building, zoning and health requirements, concerning or related to the collection, handling, transport, and disposal of Trash and Recyclable Material. “**Recycling Facility**” shall refer to a facility duly licensed in accordance with applicable law, including, without limitation, all applicable Trash and Recycling Laws, for the collection, sorting, and recycling of Recyclable Material, including compost (if applicable Trash and Recycling Laws require the collection, handling, transport, and disposal of compost by Tenant or Landlord) and mixed recycling.

23. GENERAL PROVISIONS.

23.1 ESTOPPEL CERTIFICATE. Tenant shall, no more than twice in any Lease Year and upon not less than thirty (30) days prior written notice from Landlord (addressed to Tenant as set forth in Article 25), execute, acknowledge, and deliver to any prospective purchaser or mortgagee, or to Landlord on such party’s behalf, a statement in writing on Tenant’s standard form or on such other form as is acceptable to Tenant, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) stating the date to which the Base Rent and other charges are paid and the amount of any security deposit held by Landlord, if any; and (c) acknowledging that there are not, to the actual knowledge

of the person executing such certificate, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Such certificates shall not affect, prejudice, or waive any rights or remedies of Tenant against Landlord.

23.2 LANDLORD'S INTERESTS. Landlord represents and warrants to Tenant that as of the Effective Date of this Lease, (a) Landlord owns and holds fee title in and to the Premises, Building and Property enabling Landlord to enter into an enforceable lease with Tenant on the terms and conditions contained herein; (b) the real property identified on Exhibit A contains the Premises described in Section 1.1; (c) there are no encumbrances, liens, agreements, covenants in effect that would limit Tenant's rights or augment Tenant's obligations hereunder, and Landlord further represents and warrants that it will not enter into any such encumbrances, liens, agreements, or covenants that do so; and (d) Landlord is unaware of any impending condemnation plans, proposed assessments, or other adverse conditions relating to the Property. Landlord will indemnify and hold Tenant harmless if any of the foregoing representations and warranties prove to be untrue. The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Premises. In the event of an assignment or transfer of this Lease by Landlord for other than security purposes, Landlord shall cause its assignee or transferee to assume the provisions of this Lease and deliver a new notice address to Tenant, and Landlord shall deliver written notice of such assignment or transfer and a copy of the effective instrument of transfer to Tenant within fifteen (15) days after the date of transfer. Tenant shall be entitled to continue to pay rent and give all notices to Landlord until Tenant has received the foregoing from Landlord and notice information from Landlord's transferee. Landlord shall deliver all funds in which Tenant has an interest, including but not limited to Tenant's security deposit, if any, to Landlord's purchaser or assignee. From and after a sale of the Premises, Building, or Property, Landlord shall be released from all liability toward Tenant arising from this Lease because of any act, occurrence, or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease, provided Landlord's purchaser or assignee expressly assumes Landlord's duties and covenants under this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer.

23.3 AUTHORITY. Each of Landlord and Tenant hereby represents and warrants that this Lease has been duly authorized, executed, and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

23.4 SEVERABILITY. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23.5 TIME OF ESSENCE. Time is of the essence to the parties executing this Lease.

23.6 INTERPRETATION. Article and section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

23.7 INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS. This Lease contains all agreements of the parties as of the Effective Date with respect to any matter mentioned herein. No prior agreement, correspondence, or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. Oral commitments or promises are not enforceable and shall not be binding or made part of this Lease. Any revisions or modifications to this Lease must be in writing and mutually accepted by persons with full and complete authority to bind the party, as designated by this Lease. Landlord waives the right to claim or assert the existence of any other modifications to this Lease. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification.

Landlord specifically acknowledges that Tenant's employees at the Premises do not have authority to modify this Lease or to waive Tenant's rights hereunder.

23.8 WAIVERS. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or Tenant by the person to whom notices are to be addressed.

23.9 RECORDING. Landlord or Tenant may record a short form or memorandum of lease (the "**Memorandum of Lease**") at the requesting party's expense, substantially in the form attached to this Lease as **Exhibit H**. At Landlord's or Tenant's request, the parties shall execute a memorandum of lease in recordable form giving notice of such non-monetary terms as Tenant may reasonably request, including Tenant's exclusivity and option rights, together with any other documentation required by the local County Recorder's office. If Tenant elects to record a Memorandum of Lease and Landlord requests in writing the removal of same upon the expiration or earlier termination of this Lease, Tenant shall (at Tenant's expense) remove the recorded Memorandum of Lease from the title records.

23.10 HOLDING OVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term, with or without the consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental in the amount of the Base Rent payable in the last month of the Term, plus all other charges payable hereunder, and upon the terms hereof applicable to month-to-month tenancies.

23.11 CUMULATIVE REMEDIES. Except where otherwise expressly provided in this Lease, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

23.12 BINDING EFFECT; CHOICE OF LAW. This Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the state where the Premises are located.

23.13 SUBORDINATION, NONDISTURBANCE AND ATTORNMENT. This Lease shall be subordinate to all existing mortgages and/or deeds of trust affecting the Property as of the Effective Date of this Lease, provided that as a condition precedent to the Commencement Date, Tenant may require that Tenant, Landlord and Landlord's lender execute and record a subordination, nondisturbance and attornment agreement ("**SNDA**") in recordable form and substantially similar to the form attached to this Lease as **Exhibit I**. In addition, Landlord shall not permit any new mortgage or deed of trust to be recorded against the Property after the Effective Date and prior to recordation of the Memorandum of Lease unless Tenant, Landlord and Landlord's lender first execute and record an SNDA in substantially the form attached to this Lease as **Exhibit I**. If requested by Landlord, Tenant agrees to subordinate this Lease to the lien of any mortgage or deed of trust subsequently placed on the Property after the Memorandum of Lease is recorded and to attorn to Landlord's successor following any foreclosure, sale or transfer in lieu thereof; provided that the mortgagee, transferee, purchaser, lessor or beneficiary ("**Landlord's Successor**") agrees in an SNDA in form and substance satisfactory to Tenant substantially similar to the form attached to this Lease as **Exhibit I** that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be modified by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

23.14 LANDLORD'S ACCESS. Landlord and Landlord's agents shall have the right to enter the Premises upon seventy-two (72) hours prior written notice for the purpose of inspecting the same, showing the same to prospective purchasers or lenders, and making such repairs to the Premises or to the Building as Landlord is obligated to make pursuant to the terms of this Lease. Notwithstanding the

foregoing, in the event of an emergency requiring Landlord's entry into the Premises, Landlord may give Tenant shorter notice in any manner that is practicable under the circumstances. When entering or performing any repair or other work in, on or around the Premises, Building, or Property, Landlord, its agents, employees and/or contractors: (a) shall identify themselves to Tenant's personnel immediately upon entering the Premises, and (b) shall not, in any way, affect, interrupt or interfere with Tenant's use, business or operations on the Premises or obstruct the visibility of, or access to, the Premises. In the event of interference with Tenant's operations in the Premises, the Base Rent and Annual Additional Rent shall be equitably abated if the interference continues for more than twenty-four (24) hours. In the event such interference shall continue for longer than six (6) months, Tenant shall have the option to terminate this Lease or continue to operate with rent abatement after such interruption has ceased for a time period equal to the duration of such interruption.

23.15 ONLY LANDLORD/TENANT RELATIONSHIP. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant. Landlord and Tenant expressly agree that neither the method of computation of rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

23.16 ATTORNEYS' FEES. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

23.17 FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or Tenant to perform any Required Act, including (without limitation) failure to obtain adequate or other financing or Landlord's failure to become the fee simple owner of the Property, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating: (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

23.18 CONFIDENTIALITY OF LEASE. From and after the date lease negotiations were entered into and throughout the Term of this Lease, the parties shall not disclose any of the terms, covenants, conditions or agreements set forth in the letters of intent or in this Lease or any amendments hereto, nor provide such correspondence, this Lease, any amendments hereto or any copies of the same, nor any other information (oral, written or electronic) which is communicated by or on behalf of Tenant or on behalf of Landlord relating to Tenant's proposed development of the Premises (including, without limitation, architectural plans, specifications, site plans and drawings) or Tenant's business, to any person including, without limitation, any brokers, any other tenants in the Property or any affiliates, agents or employees of such tenants or brokers except as set forth herein, without Tenant's written consent or except

as ordered by a court with appropriate authority provided Landlord seeks available protective orders. Landlord hereby acknowledges that the disclosure of the foregoing to any third party would cause material damage to Tenant, and Landlord agrees to indemnify, save and hold Tenant harmless from and against any and all damages suffered by Tenant which are attributable to any disclosure by Landlord in violation of the terms of this provision. Notwithstanding the foregoing, Landlord may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants, current or potential mortgagees, lenders or purchasers of the Property who agree to be bound by the terms of this Section and Tenant may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants and current or potential lenders, assigns or subtenants who agree to be so bound.

23.19 **BROKERS.** Landlord agrees to pay a brokerage commission to Tim McNamara of Cushman & Wakefield of Connecticut, Inc. for services provided in connection with this Lease in accordance with the terms of a separate commission agreement. Except as specifically identified in this Section, Landlord and Tenant each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises, with any other broker or person entitled to claim a commission or leasing fees. In no event may this Lease be construed to create any express or implied obligation on the part of Tenant to perform this Lease on behalf of any broker (or any person claiming a commission or leasing fee) as primary obligee or as a third-party beneficiary. Landlord and Tenant each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom such party has dealt.

23.20 **CONSENTS.** Whenever the right of approval or consent is given to a party pursuant to this Lease, that party shall not unreasonably withhold, condition, or delay its consent unless this Lease expressly provides otherwise.

23.21 **WAIVER OF JURY TRIAL.** With respect to any litigation arising out of or in connection with this Lease, Landlord and Tenant hereby expressly waive the right to a trial by jury.

23.22 **OTHER STORES.** Notwithstanding anything in this Lease to the contrary, under no circumstances do the parties to this Lease intend to limit or otherwise affect in any way the ability or right of Tenant and Tenant's affiliates to open, operate, merchandise, or close any stores anywhere, regardless of the proximity to the Premises or the potential or actual effect of the opening, operation, merchandising, or closing of such stores, and further regardless of any obligations or rights based on the sales generated at the Premises expressly set forth in this Lease. Without limiting the generality of the foregoing, the parties confirm that neither Tenant nor its affiliates are subject to a so-called "**opening covenant**", "**continuous operation clause**", "**operating covenant**", "**radius restriction**" or similar limitation in favor of Landlord or its affiliates or other tenants on the Property.

24. **QUIET ENJOYMENT.** Without limiting any rights Tenant may have by statute or common law, Landlord covenants and agrees that, so long as this Lease is in full force and effect, Tenant shall lawfully and quietly hold, occupy, and enjoy the Premises during the Term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming through or under Landlord.

25. **NOTICES.** Whenever a provision is made under this Lease for any demand, notice, or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of rejection shall be deemed the date notice has been received. Any such notice, demand, or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Lease.

To Landlord at: Kautilya East Hartford Hotel, LLC
118 Waverly Avenue
Millington, NJ 07946
Phone: (908)528-2695
Email: gary.patel@kautilyagroup.com

To Tenant at: Starbucks Corporation
Attn: Financial Lease Admin. MS-RE3
RE: Starbucks Coffee Company Store # _____ - ____

by mail at: P.O. Box 35126
Seattle, WA 98124-5126

or by overnight delivery to: 2401 Utah Avenue South, Suite 800
Seattle, WA 98134
Email: FinancialLeaseAdmi@Starbucks.com

Notices, demands, or declarations given under this Lease will be deemed to have been given when received or when receipt is refused.

Landlord shall send a duplicate copy of any notice given under Article 14 to the attention of the Law and Corporate Affairs Department at the same address, Mailstop S-LA1.

26. EXHIBITS. The following exhibits are attached to this Lease and by this reference are incorporated herein:

- Exhibit A** – Legal Description of Property
- Exhibit B** – Property Site Plan Identifying Premises
- Exhibit B-1** – Diagram of Premises, Drive-Through Facility, Parking and Access, Trash and Recycling, and Outdoor Seating Area
- Exhibit B-2** – Signage
- Exhibit C** – Construction Requirements
- Exhibit D** – Delivery of Possession Letter
- Exhibit E** – Landlord Work Modification Letter
- Exhibit F** – Date Certificate
- Exhibit G** – Exclusions to Tenant's Exclusive
- Exhibit H** – Memorandum of Lease
- Exhibit I** – SNDA

[Signatures on following pages.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date.

LANDLORD:

TENANT:

KAUTILYA EAST HARTFORD HOTEL, LLC,
a Connecticut limited liability

STARBUCKS CORPORATION,
a Washington corporation

By: _____
Its _____

By: _____
Its _____

Landlord's Federal Tax Identification
Number: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Tax Parcel Number: 12075

That certain tract of land situated in the County of Hartford, State of Connecticut, and more particularly described below:

A certain piece or parcel of land with the buildings and all other improvements thereon, situated in the Town of East Hartford, County of Hartford and State of Connecticut, known as No. 363 Roberts Street, and bounded and described as follows:

Beginning at a point in the southeasterly line of Roberts Street, 278.05 feet southwesterly measured along the southeasterly line of Roberts Street from the intersection of said southeasterly line of Roberts Street with the diagonal connecting said southeasterly line of Roberts Street with the west line of Simmons Road;

Thence running southerly along land now or formerly of The Poly Choke Company, Incorporated in a line making an interior angle of $76^{\circ}51'25''$ with the southeasterly line of Roberts Street, 398.87 feet to Interstate Route 84;

Thence running westerly along Interstate Route 84 in a line making an interior angle of $90^{\circ}00'19''$ with the last described line, 62.60 feet to a Connecticut Highway Department monument;

Thence continuing westerly along interstate Route 84 in a line making an interior angle of $173^{\circ}24'02''$ with the last described line, 93.23 feet to a Connecticut Highway Department monument;

Thence running westerly and northwesterly along Interstate Route 84 in the arc of a curve whose radius is 400 feet and the chord of which is 389.91 feet, a distance of 407.27 feet to a Connecticut Highway Department monument;

Thence Running northwesterly along Interstate Route 84 in a straight line, 37 feet to a Connecticut Highway Department monument;

Thence running northerly along Interstate Route 84 in a line making an interior angle of $110^{\circ}30'02''$ with the last described line, 40.12 feet to a Connecticut Highway Department monument set in the southeast line of Roberts Street;

Thence running northeasterly along Roberts Street in a line making an interior angle of $152^{\circ}38'31''$ with the last described line, 23.76 feet to a merestone;

Thence running northerly along Roberts Street in a line making an interior angle of $248^{\circ}15'33''$ with the last described line, 4.35 feet to a Connecticut Highway Department monument;

Thence running northeasterly along Roberts Street in a line making an interior angle of $111^{\circ}42'34''$ with the last described line, 450.58 feet to the point of beginning.

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Said piece or parcel of land is more particularly bounded and described as follows:

That certain piece or parcel of land located in the Town of East Hartford, County of Hartford and State of Connecticut more particularly shown on that certain map or plan entitled, "MAP PREPARED FOR AMI OPERATING PARTNERS, L.P. 363 ROBERTS STREET EAST HARTFORD, CONN. Date: 3-22-85 revised to 2-25-92 drawn by: MS job no. 8523 scale 1" = 40' checked by JEM sheet no.: 1" prepared by F.A. Hesketh & Associates, Inc. 101 Millbrook Common Bloomfield, Ct. 06002, which map or plan is filed in the Office of the Town Clerk of East Hartford as map 2152, to which reference may be had.

EXHIBIT B

PROPERTY SITE PLAN IDENTIFYING PREMISES

[TO BE INSERTED]

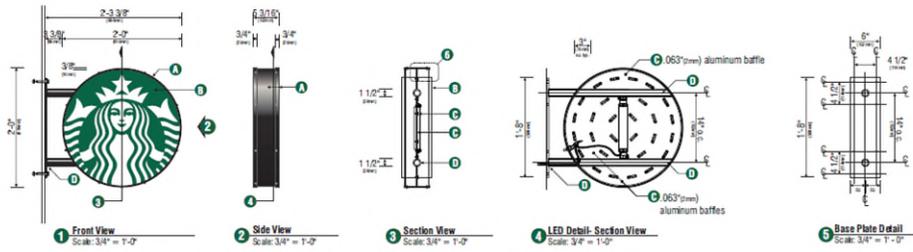
EXHIBIT B-1

DIAGRAM OF PREMISES, DRIVE-THROUGH FACILITY, PARKING AND ACCESS, TRASH AND
RECYCLING, AND OUTDOOR SEATING AREA

[TO BE INSERTED]

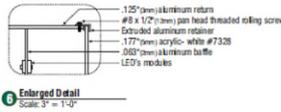
EXHIBIT B-2

SIGNAGE



() Double faced backlit illuminated cabinet projecting blade sign.
Fabricate and install:

- A** Double faced internally illuminated blade mounted logo disk cabinet to be 5 3/16" (132mm) deep, fabricated from 1/25" (3mm) aluminum, painted Black to match RAL 7021M(satin finish).
- B** Faces to be .177" (4.5mm) translucent acrylic- White #7328. Siren logo background graphics to be first surface applied translucent 3M Scotcolair vinyl- Holly Green #3630-76. Retainment of face to be an extruded aluminum retainer, roll formed and painted Black to match RAL 7021M(satin finish). Attach retainer and face to cabinet returns with #8 x 1/2" (12.7mm) pan head threaded rolling screws, painted Black to match RAL 7021M(satin finish).
- C** Internally illuminate using GE Tetra MiniMax 7100k LED system or Starbucks approved equal. LED's to be mounted on an internal .063" (1.6mm) aluminum baffle with self contained power supply(s) recessed into middle aluminum baffle. All electrical components are removable for service.
- D** Support structure to be 1 1/2" o.d. (38.1mm) x 3/16" (4.8mm) aluminum pipe, welded to wall plate 20" (508mm) x 6" (152mm) x 3/8" (9.5mm) aluminum. Fasten securely to wall with 3/8" (9.5mm) dia. grade 5 bolts with nuts, flat and lock washers, paint exposed support Black to match RAL 7021M(satin finish).
- E** Sign must meet all regulations in the National Electric Sign Code as well as any local or state codes. As per NEC 600.6 sign is equip with a service disconnect switch. Sign must be listed as an Electrical Sign per Underwriters Laboratories, UL68 and/or CSA and bear the appropriate UL, CUL, or CSA relevant certification marks. Primary power by electrical contractor per NEC.

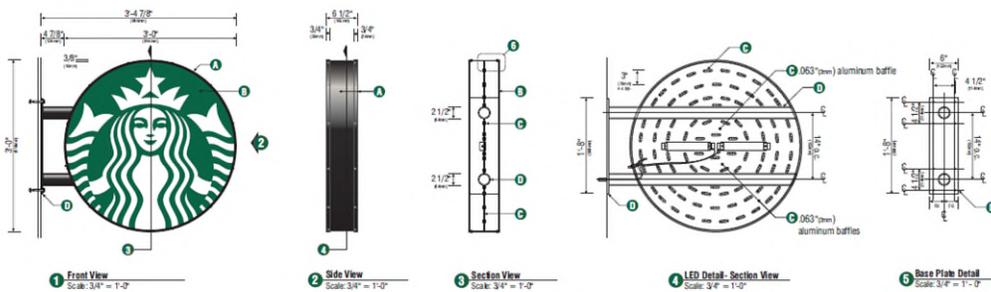


Disk Blade Illuminated Wall Mounted Evolved - 24in, 610mm 14100				
Size	Sq. Ft. ¹	Sq. Ft. ²	Volts	Amps
24" (610mm)	3.75	4.56	120	0.85

¹ Based on illuminated center part
² Based on complete signage

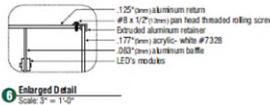
Disk Blade Illuminated Wall Mounted Evolved - 24in, 610mm

Design ID #14100



() Double faced backlit illuminated cabinet projecting blade sign.
Fabricate and install:

- A** Double faced internally illuminated blade mounted logo disk cabinet to be 6 1/2" (165mm) deep, fabricated from 1/25" (3mm) aluminum, painted Black to match RAL 7021M(satin finish).
- B** Faces to be .177" (4.5mm) translucent acrylic- White #7328. Siren logo background graphics to be first surface applied translucent 3M Scotcolair vinyl- Holly Green #3630-76. Retainment of face to be an extruded aluminum retainer, roll formed and painted Black to match RAL 7021M(satin finish). Attach retainer and face to cabinet returns with #8 x 1/2" (12.7mm) pan head threaded rolling screws, painted Black to match RAL 7021M(satin finish).
- C** Internally illuminate using GE Tetra MiniMax 7100k LED system or Starbucks approved equal. LED's to be mounted on an internal .063" (1.6mm) aluminum baffle with self contained power supply(s) recessed into middle aluminum baffle. All electrical components are removable for service.
- D** Support structure to be 2 1/2" o.d. (63.5mm) x 3/16" (4.8mm) aluminum pipe, welded to wall plate 20" (508mm) x 6" (152mm) x 3/8" (9.5mm) aluminum. Fasten securely to wall with 3/8" (9.5mm) dia. grade 5 bolts with nuts, flat and lock washers, paint exposed support Black to match RAL 7021M(satin finish).
- E** Sign must meet all regulations in the National Electric Sign Code as well as any local or state codes. As per NEC 600.6 sign is equip with a service disconnect switch. Sign must be listed as an Electrical Sign per Underwriters Laboratories, UL68 and/or CSA and bear the appropriate UL, CUL, or CSA relevant certification marks. Primary power by electrical contractor per NEC.



Disk Blade Illuminated Wall Mounted Evolved - 36in, 915mm 14097				
Size	Sq. Ft. ¹	Sq. Ft. ²	Volts	Amps
36" (915mm)	9	10.22	120	0.85

¹ Based on illuminated center part
² Based on complete signage

Disk Blade Illuminated Wall Mounted Evolved - 36in, 915mm

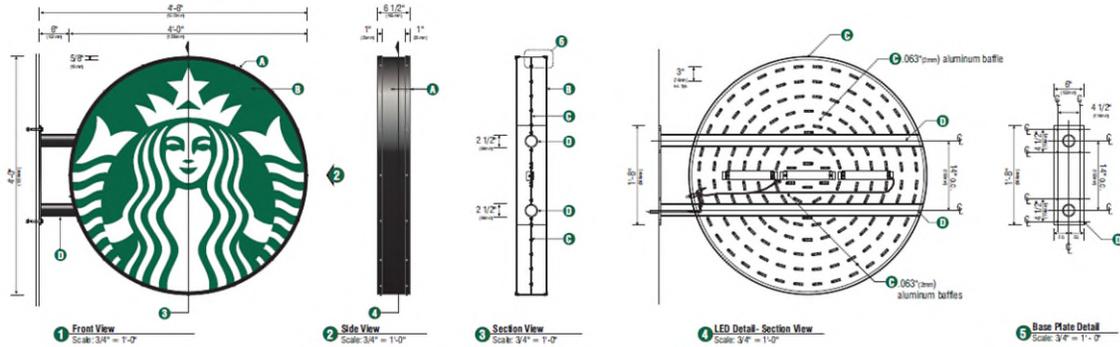
Design ID #14097



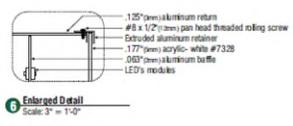
© 2020 Starbucks Corporation
Revised March 2020

EXHIBIT B-2

SIGNAGE



- () Double faced backlit illuminated cabinet projecting blade sign.
 Fabricate and install:
- Double faced internally illuminated blade mounted logo disk cabinet to be 6 1/2" (165mm) deep, fabricated from 125" (3mm) aluminum, painted Black to match RAL 7021M (satin finish).
 - Faces to be .177" (4.5mm) translucent acrylic- White #7328. Siren logo background graphics to be first surface applied translucent 3M Scotchcal vinyl- Holly Green #3630-76. Retainment of face to be an extruded aluminum retainer roll formed and painted Black to match RAL 7021M (satin finish). Attach retainer and face to cabinet returns with #8 x 1/2" (12.7mm) pan head threaded rolling screws, painted Black to match RAL 7021M (satin finish).
 - Internally illuminate using GE Tetra MiniMax 7100k LED system or Starbucks approved equal. LED's to be mounted on an internal .063" (1.6mm) aluminum baffle with self contained power supply(s) recessed into middle aluminum baffle. All electrical components are removable for service.
 - Support structure to be 2 1/2" o.d. (63.5mm) x 3/16" (1.6mm) aluminum pipe, welded to wall plate 20" (508mm) x 6" (152mm) x 3/8" (9.5mm) aluminum. Fasten securely to wall with 3/8" (9.5mm) dia. grade 5 bolts with nuts, flat and lock washers, paint all exposed support Black to match RAL 7021M (satin finish).
 - Sign must meet all regulations in the National Electric Sign Code as well as any local or state code. As per NEC 600.6 sign to equip with a service disconnect switch. Sign must be listed as an Electrical Sign per Underwriters Laboratories UL48 and/or CSA and bear the appropriate UL, CUL, or CSA relevant certification marks. Primary power by electric contractor per NEC.

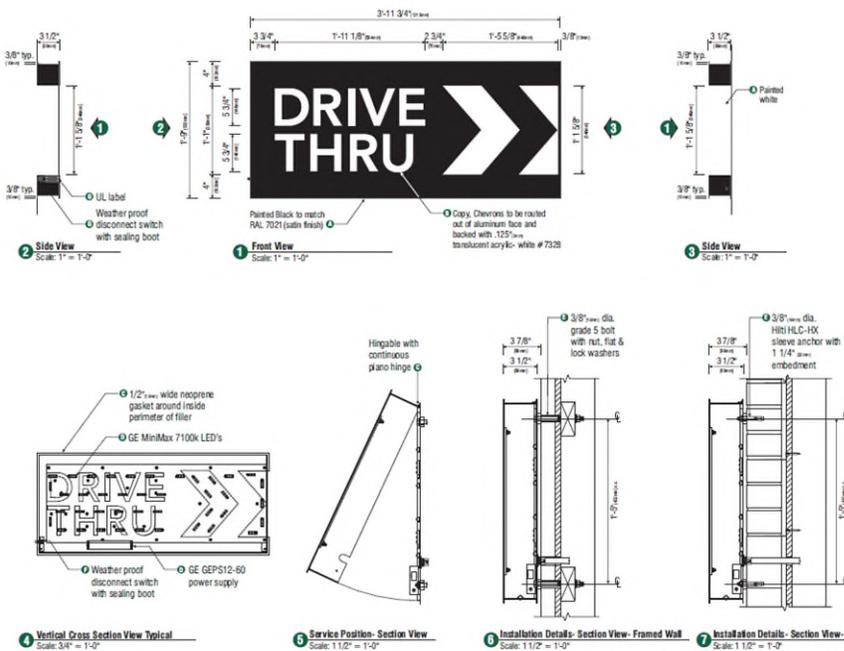


Size	Sq. Ft. 1'	Sq. Ft. 2'	Volts	Amps
48" (1220mm)	15	18	120	0.85

1: Figure as illuminated center part
 2: Figure as complete signage

Disk Blade Illuminated Wall Mounted Evolved - 48in, 1220mm

Design ID #14086



- () Single faced backlit illuminated drive thru wall mounted cabinet signs.
 Fabricate and install:
- Cabinet to be fabricated from .090" (2.3mm) aluminum, painted Black to match RAL 7021M (satin finish), with painted white end caps White (satin finish).
 - Arrow Graphics and "DRIVE THRU" copy to be routed out of aluminum face and backed with 125" (3mm) translucent acrylic- White #7328. Note: all acrylic elements to be attached to back of aluminum faces with welded studs.
 - Cabinet to be welded aluminum construction with no visible fasteners. Fasteners requiring the hinged face will be located on the bottom such that they are not visible. All fasteners used in assembly of internal components shall be coated to prevent corrosion. Internal structure shall be constructed as per approved shop drawings.
 - Graphic elements are internally illuminated using GE Tetra MiniMax 7100k LED system or Starbucks approved equal. LED's to be mounted sign back with self contained power supply. All electrical components are removable for service.
 - Attach flush to wall. Anchor fasteners as required for existing wall structure. Support structure be constructed as per approved shop drawings and shall be integral to the sign cabinet.
 - Sign must meet all regulations in the National Electric Sign Code as well as any local or state code. As per NEC 600.6 signs equip with a service disconnect switch. Sign must be listed as an Electrical Sign per Underwriters Laboratories UL48 and/or CSA and bear the appropriate UL, CUL, or CSA relevant certification marks. Primary power by electric contractor per NEC.

Size	Sq. Ft. 1'	Sq. Ft. 2'	Volts	Amps
21" (533mm)	4.52	6.96	120	0.85

1: Figure as illuminated center part
 2: Figure as complete signage

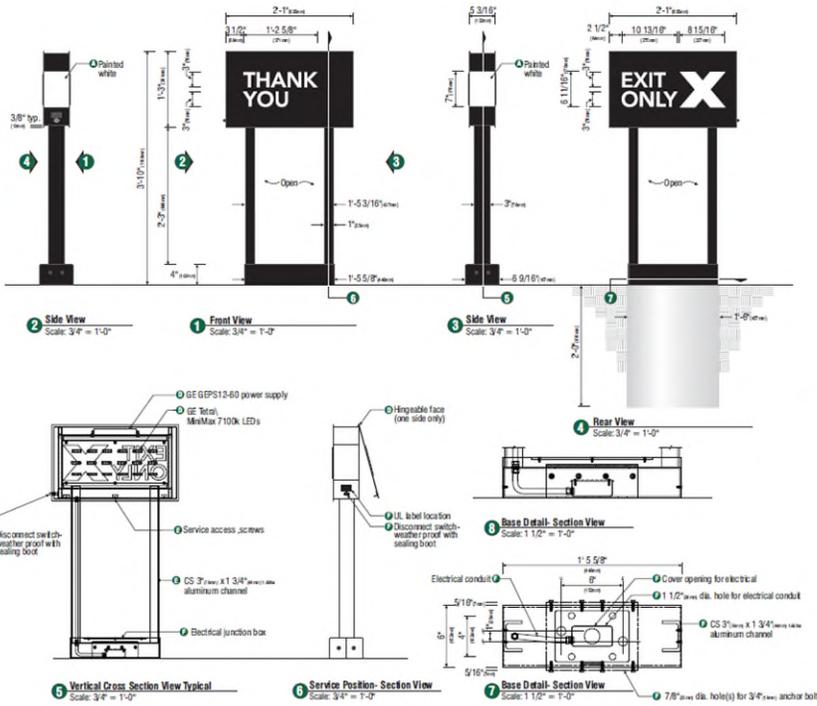
DT Illuminated Arrow Series Flush Mounted-RH - 48in 1220mm

Design ID #14099



EXHIBIT B-2

SIGNAGE



() Double faced backlit illuminated drive thru cabinet signs.
Fabricate and install:

- Cabinet to be fabricated from .090" (2mm) aluminum, painted Black to match RAL 7021M (satin finish), with painted white end caps White (satin finish).
- "THANK YOU" and "EXIT ONLY" copy to be routed out of aluminum face and backed with 125" (3mm) translucent acrylic-White #7328. Note: all acrylic elements to be attached to back of aluminum faces with welded studs.
- Cabinet to be welded aluminum construction with no visible fasteners. Fasteners retaining the hinged face will be located on the bottom such that they are not visible. All fasteners used in assembly of internal components shall be coated to prevent corrosion. Internal structure shall be constructed as per approved shop drawings.
- Graphic elements are internally illuminated using GE Tetra MiniMax 7100k LED system or Starbucks approved equal. Led's to be mounted on an internal .062" (1.6mm) aluminum baffle with self contained power supply. All electrical components are removable for service.
- Support structure to be welded aluminum "C" channel uprights; and aluminum square tube base, painted Black to match RAL 7021M (satin finish). Support structure be constructed as per approved shop drawings and shall be integral to the sign cabinet. Base tube to be constructed such that it is retro-fittable to existing sign foundations. All foundations, existing and new must be analyzed for suitability and must meet local city and state code regulations.
- Sign must meet all regulations in the National Electric Sign Code as well as any local or state codes. As per NEC 600.5 sign is major with a service disconnect switch. Sign must be listed as an Electrical Sign per Underwriters Laboratories (UL) and/or CSA and bear the appropriate UL, CSA, or CSA relevant certification marks. Primary power by electrical contractor per NEC.

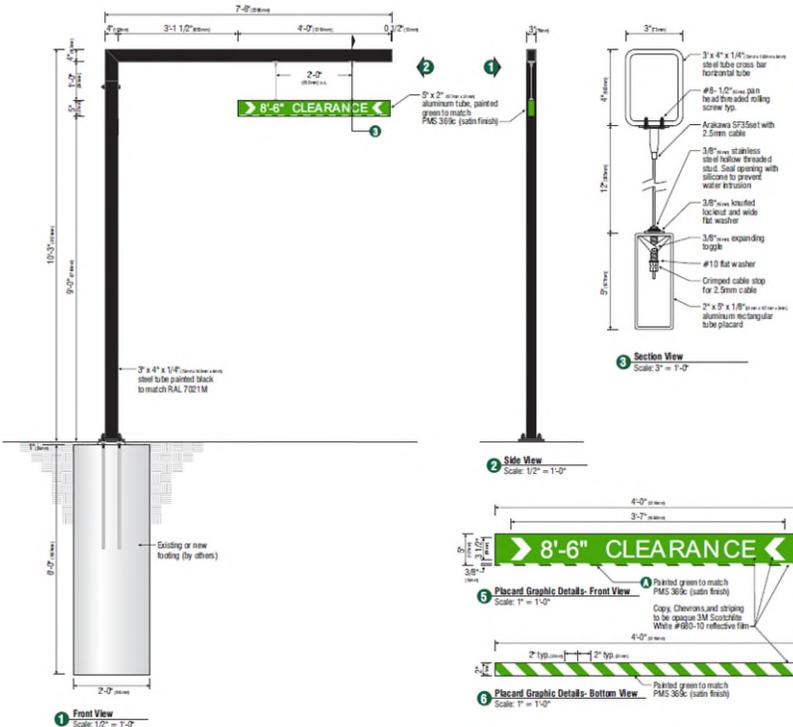
1) Signage as illustrated
2) Signage as complete signage



Size	Sq. Ft.	Sq. Ft.	Volts	Amps
48" (1170mm)	1.51	9.90	120	0.85

DT Directional Exit Sign Illuminated Arrow Series - 46in 1170mm

Design ID #14091



() Single faced non- illuminated drive thru clearance Bar sign.
Fabricate and install:

- Scraper Bar to be 2" (51mm) x 6" (152mm) x 1/8" (3mm) aluminum rectangular tube, ends to be flush capped with aluminum, painted Green to match PMS 389c (satin finish).
- Copy to be opaque 3M Scotchlite White #680-10 reflective film.
- Cherovers to be opaque 3M Scotchlite White #680-10 reflective film. Striping extends 3/8" (9.5mm) onto front face.
- Striping to be opaque 3M Scotchlite White #680-10 reflective film. Striping extends 3/8" (9.5mm) onto front face.
- Graphics to be protected with an applied layer of vinyl overlay film 3M Scotchlite Gen II clear paint protection film #8480B.
- Suspended sign face from support arm with Askawa cable and attachment hardware.
- Support structure to be welded steel rectangular tube construction, painted Black to match RAL 7021M (satin finish). Support structure be constructed as per approved shop drawings and shall be retro-fittable to existing sign foundations. All foundations, existing and new must be analyzed for suitability and must meet local city and state code regulations.

Size	Sq. Ft.
10'-3" (3124mm)	1.67

1) Signage as illustrated

DT Clearance Bar Arrow Series Freestanding

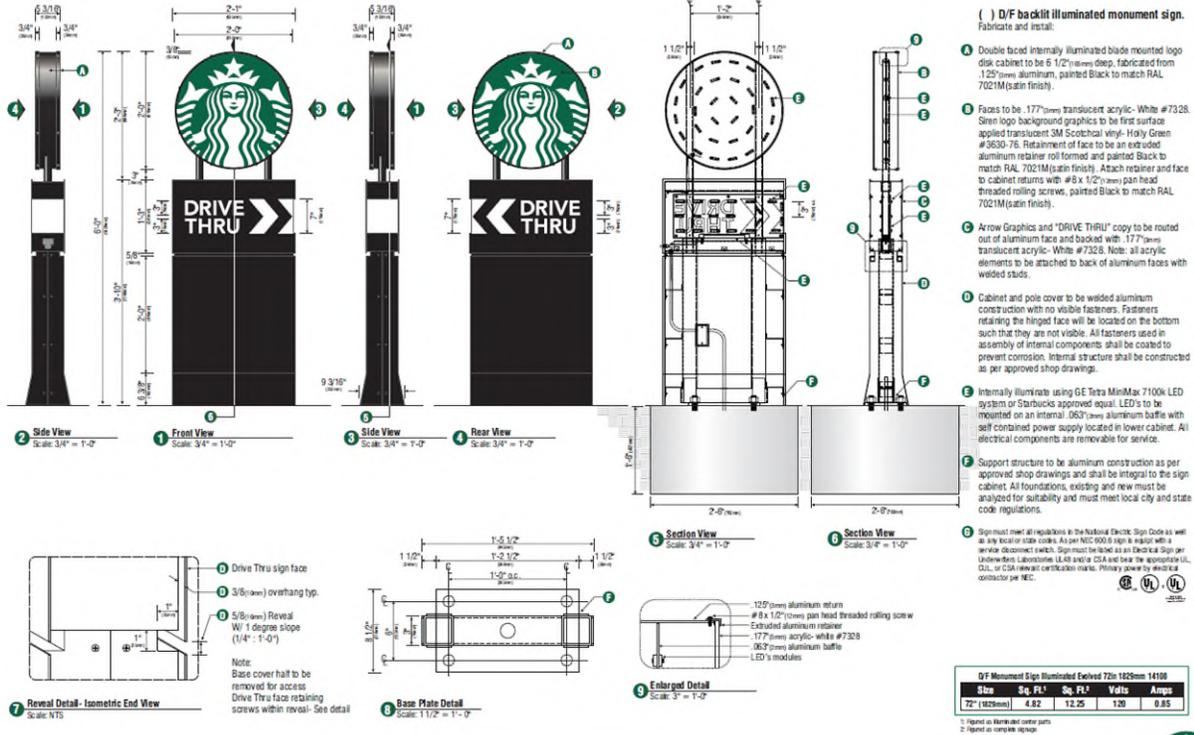
Design ID #14106



© 2020 Starbucks Corporation
Revised March 2020

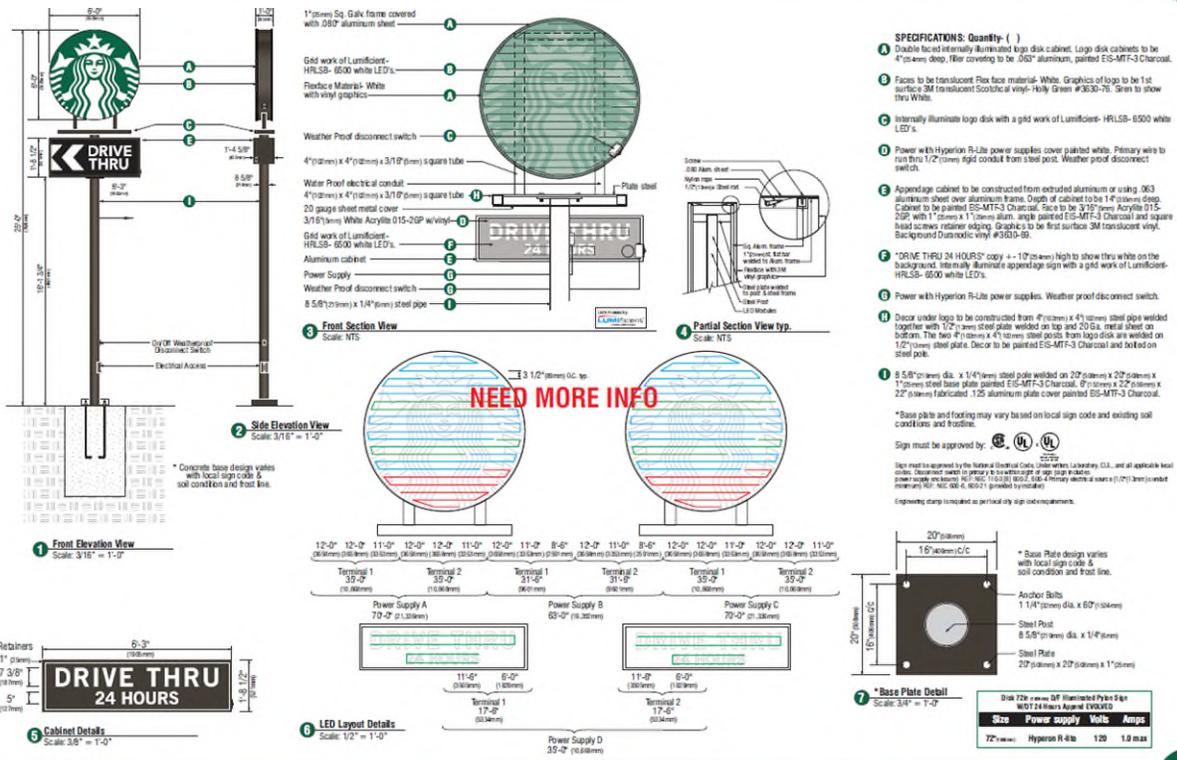
EXHIBIT B-2

SIGNAGE



D/F Monument Sign Illuminated Evolved 72in 1829mm

Design ID #14108



Design ID #13183



EXHIBIT B-2

SIGNAGE

New Order Zone Components: Digital Order Screen, Canopy, Pre-Menu, Menuboard, Bollards



Pre Menu Board



Digital Order Screen with Canopy



Menu Board



Order Zone Components

Starbucks Confidential – INTERNAL USE ONLY

7



New Signage Designs



Starbucks Confidential – INTERNAL USE ONLY

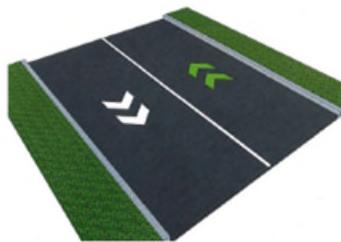
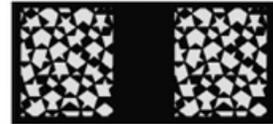
6



EXHIBIT B-2

SIGNAGE

New Wayfinding Graphics



Starbucks Confidential – INTERNAL USE ONLY

EXHIBIT C

CONSTRUCTION REQUIREMENTS

**LANDLORD WORKLETTER
EXHIBIT C-1
CONSTRUCTION REQUIREMENTS AND STANDARDS
GREY SHELL ONLY (v.6.16.17)**

1. Landlord Construction

Landlord's Work to be completed prior to delivering possession of the Premises to the Tenant and in compliance with standard construction practices and all applicable codes.

Landlord will provide the Tenant with a copy of Landlord's construction schedule, including the name, phone number and address of Landlord's contractor and project manager. The construction schedule must be furnished to the Tenant at least ninety (90) days prior to the Scheduled Delivery Date. The construction schedule must include key completion milestones including completion of access/egress, completion of Tenant parking field, installation of permanent utility services, Building/Shopping Center Certificate of Occupancy, and completion date for Landlord's Work as described herein.

Landlord shall provide Tenant with a weekly construction status report with digital progress photos. Tenant's project manager, or its designated representative, may enter upon the Premises during construction of Landlord's Work to inspect progress, take progress photos, and to determine if Landlord's Work is being completed in accordance with Tenant's standards and construction documents. Upon the completion of the Landlord's Work, the Tenant shall inspect for compliance to the Lease.

2. Tenant's Completion of Landlord's Work

Landlord's Work shall be completed in accordance with the Lease and Landlord's construction schedule. Tenant shall retain the option to complete Landlord's Work at Landlord's sole expense in the event the Landlord's Work is not completed in accordance with the Lease and Landlord's construction schedule.

3. Parties Obligations upon Delivery and Possession

Upon delivery of possession of the Premises to Tenant, Tenant shall inspect the Premises to determine whether Landlord's Work has been completed. At this time, Landlord and Tenant shall execute the delivery of possession form in accordance with the Lease.

At the time of Tenant's inspection, Landlord shall demonstrate all of Landlord's Work including all mechanical systems of the Premises. Tenant shall deliver to Landlord a written punch list of all incomplete or faulty items of construction or mechanical installation, and any necessary mechanical adjustments and finish work needed to bring the Premises into the condition required by the description of Landlord's Work and the Lease. Landlord shall repair all punch list items prior to Tenant's acceptance of the Premises, or if Tenant chooses to accept delivery of the Premises prior to completion, within thirty (30) days of the date Tenant accepts the Premises.

If the Premises and the Building/Shopping Center are not in the condition required by the description of Landlord's Work and the Lease on the delivery date described in the Lease (or if the Lease is silent, the delivery date Landlord communicated to Tenant in Landlord's construction schedule delivered to Tenant as defined above) then Tenant may, at its option, either (a) delay acceptance of possession until the Premises and the Building/Shopping Center are in the condition required by the Lease and pursue its remedies in the Lease for Landlord's failure to deliver on time; (b) accept possession of the Premises and complete all outstanding Landlord's Work necessary to bring the Premises into the required condition; or (c) enter the Premises to begin performing Tenant's improvements in accordance with the Lease without accepting possession of the Premises. If Tenant elects to proceed under the foregoing subsection (b), then Landlord shall reimburse Tenant for the actual cost of such work, plus an administrative surcharge of fifteen percent (15%) to compensate Tenant for its employees' time, within thirty (30) days of receipt of an invoice for such sums. Tenant's and its contractor's determination of the cost of such work shall be final and binding on Landlord and Landlord acknowledges that Landlord can control the cost by performing Landlord's Work in a timely manner. If Landlord does not reimburse Tenant as required by this Section, then Tenant may offset any such sum against Rent and all other charges due Landlord until such sum has been fully recouped. If Tenant elects to proceed under the foregoing subsection (c) and if the Landlord's Work is not completed within fourteen (14) days after commencement of Tenant's improvements, then Tenant reserves the right to complete the outstanding Landlord's Work as described under subsection (b).

Version April: 2020

Page 1 of 10 Tenant Initials/Date: AC / 11/11/22

Landlord Initials/Date: 8 / 11/18/22

EXHIBIT C

CONSTRUCTION REQUIREMENTS

**EXHIBIT C-2
GREY SHELL ONLY (v. 6.16.17)
Description of Landlord Work
New and/or Existing Construction**

CSI #	Scope Category	Detail
01321	Landlord Work	<ul style="list-style-type: none"> ▪ Landlord shall provide Tenant with a weekly construction status report including weekly digital progress photos.
02200	Selective Demolition	<ul style="list-style-type: none"> ▪ Demolish, remove and legally discard of all prior tenant's improvements including, but not limited to hazardous substances, partitions, ceilings, floor coverings (including adhesive and grout), electrical conduit, plumbing, mechanical ductwork and other fixtures and equipment. Tenant reserves the right to identify real and personal property items to remain prior to demolition. ▪ Space shall be left in "broom clean" condition.
02500	Utility Service	<ul style="list-style-type: none"> ▪ Provide temporary electrical power to the Premises, if permanent electrical power is not available at time of possession. ▪ Provide temporary water, if domestic water is not available at time of possession. ▪ Furnish Tenant specified electrical, water and sanitary service to Premises, per Tenants construction documents.
02510	Water Distribution	<ul style="list-style-type: none"> ▪ Furnish and install one domestic water [DW] service sized per local code (minimum 1 ½" and 1 ½" meter independently designated for Tenant's exclusive use, stubbed via copper piping into the Premises, in accordance with Tenant's construction documents. The DW service must be capable of providing a minimum operating flow rate of 50 gallons per minute [gpm]; at a minimum operating pressure of 65 psig and a maximum of 80 psig dynamic pressure. If flow rate or pressure is not sufficient, Landlord shall engineer, furnish and install a booster pump in a location agreed upon with the Tenant. ▪ Provide and install a pressure reduction valve in the event the flow rate or pressure exceeds local standards. ▪ Furnish and install an approved, tested and certified backflow prevention assembly, if required by applicable codes, in a location identified on Tenant's construction documents. Landlord shall select backflow prevention assembly with a maximum water pressure drop of 15 psig at 50 gpm. ▪ The fire protection system and domestic water system may not be supplied from the same service.
	Grease Abatement	<ul style="list-style-type: none"> ▪ General: The Landlord shall utilize Starbucks National Purchasing Program for procurement and to assist with specifying an approved unit. The Tenant's approved FOG interceptor manufacturer is Schier. Should any agency feel that it is necessary for a Starbucks store to install a Fats Oils and Grease (FOG) control system, Starbucks will provide the Landlord with the information required to specify an approved device. ▪ Approach: The Landlord shall install a GB75 Hydro-Mechanical interceptor below grade or subfloor, with connection to sinks and/or floor drains as approved by the authority having jurisdiction. Tenants' preferred location is outside the building below grade, adjacent to BOH service door, and/or isolated from building entry and patio area. If a decision is made to challenge jurisdictional requirements, the Landlord will work with Schier's national account leads to interface with the authority having jurisdiction, and gain approval of an appropriately sized device.
02530	Sanitary Sewage	<ul style="list-style-type: none"> ▪ Provide a min. 4" sanitary sewer waste line to the Premises at a minimum of 36" below floor slab and dedicated to Tenant's use, at an elevation suitable to gravity drain, per local code, from any location within the Premises. ▪ Septic tanks or similar drainage systems are not acceptable.
2550	Gas Distribution	<ul style="list-style-type: none"> ▪ Deliver gas service, per applicable local codes, to a location five (5) feet inside of the Premises with shut off valve and tee. Piping size shall be based on pressure distribution and local availability and shall be coordinated with Tenant's MEP consultant. This scope of work must include, local utility approved, piping manifold sized and ready to receive utility gas meter. ▪ Gas piping shall be run, and all final connections made to Landlord supplied RTU's.
7500	Roof	<ul style="list-style-type: none"> ▪ Provide flashed roof penetrations for all Tenant vents including Tenant supplied water heater (B vent) and remote roof top condensing units per Tenant's construction documents. ▪ Provide sleepers, curbs and pads to support Tenant supplied roof top equipment per Tenant's construction documents. ▪ Patch and seal all roof penetrations.

Version April 2020

Page 2 of 10 Tenant Initials/Date: AC / 11/11/22

Landlord Initials/Date: EP / 11/8/22

EXHIBIT C

CONSTRUCTION REQUIREMENTS

CSI #	Scope Category	Detail
08100	Metal Doors & Frames	<ul style="list-style-type: none"> ▪ Furnish and install a commercial grade 42" x 84" hollow metal exterior rear service door in compliance with all building and fire agencies having jurisdiction. ▪ Furnish and install a commercial grade 36" x 84" hollow metal exterior rear door as 2nd means of egress per Tenant's construction documents in compliance with all building and fire agencies having jurisdiction. ▪ Furnish and install all exterior door hardware including door closure, lock set, roton hinge, threshold, weather stripping, door sweep and drip edge as specified by Tenant's construction documents
08400	Storefront Doors	<ul style="list-style-type: none"> ▪ Storefront glazing to be clear (non-tinted), safety rated, and impact-resistant to meet all applicable codes. ▪ If non-impact storefront is substituted with shutters, then they are to be Landlord's responsibility to store and install. ▪ Provide either (a) all entrances at street or walkway level, or (b) entrances in compliance with all applicable codes that meet federal, state, provincial, and local building, life safety, and handicap accessibility codes. ▪ Provide door hardware per Tenant's construction documents to include weather-stripping and door sweeps.
13851	Fire Alarm	<ul style="list-style-type: none"> ▪ If required by applicable codes for Tenant's use: Permit, furnish and install building monitoring and fire protection alarm system based on Tenant's construction documents. The system shall include audible alarms, visual strobes, duct smoke and heat detectors and pull stations per all applicable codes. Any and all modifications to base building design as required to coordinate with Tenant's construction documents shall be at the expense of the Landlord and shall be accomplished in accordance with Tenant's opening schedule. ▪ Provide all tie-ins to building smoke detectors, flow switch valve, and duct smoke/heat detectors. The system must be programmed and functional. ▪ Central station monitoring, if required, shall be provided by Landlord. ▪ Provide all coordination, testing and inspections for a fully functional fire alarm system able to obtain Tenant's permanent Certificate of Occupancy and to meet Tenant's opening schedule.
13900	Fire Protection	<p>General: If required by applicable codes; Landlord shall engineer, obtain permits, furnish and install a certified fire sprinkler system within Tenant's space. Locate fire main in BOI in Tenant approved location. Include flow valve, tamper devices, back flow prevention and applicable clearances as required by the authority having jurisdiction. System shall be fully operational and connect to Landlord provided fire alarm system.</p> <p>Installation: Landlord shall coordinate installation of sprinkler system with Tenant provided plans. Uprights, side wall, pendant, and concealed heads shall be fully coordinated with Tenant's interior layout plans and conform with all applicable codes. Sprinkler installation shall be coordinated with Tenant's GC to ensure system is inspected, certified, and fully operational prior to Tenant's occupancy</p>
02580	Site Electrical Distribution	<ul style="list-style-type: none"> ▪ Furnish and install electrical feeders from utility service point to main panel in Premises. ▪ Electrical switch gear service disconnect and distribution to be dedicated for Tenant's use only. ▪ Provide a separately metered utility, including the current transformer [CT] block, meter base, distribution panel, meter, properly sized conduit and properly sized lead wire from the utility service point to Tenant's main electrical service panel (If only 120/240 Volt service is available). Location of the switch gear shall be specified by the Tenant construction documents. ▪ Service drop from the utility company location providing a minimum of 400 amps, 120/208 volt 3 phase 4 wire power service connected to Tenant's main electrical panel, if gas service is available (600 amps if gas service not available). If only 120/240 Volt service is available, advise Tenant immediately and provide a minimum 600 Amp service, per Tenant's direction and construction documents. ▪ Electrical utilities to be installed using properly sized kva electrical transformer including all electrical meter pans. Furnish and install one 150KVA voltage step down transformer if converting from high voltage to 400 Amps 120/208 (600 amps if gas service is not available). Location of transformers shall be per Tenant's construction documents. ▪ Furnish and install electrical conduits from Tenant's electrical panel to all Tenant's pole/monument signs in accordance with Tenant's construction documents.
02775	Sidewalks & Patios	<ul style="list-style-type: none"> ▪ Provide a minimum of 500 SF Outdoor Seating Area at a maximum slope of 1/4" per foot. If seating area is adjacent to vehicular traffic, separate the area from traffic by handrail and landscaping, as specified in Tenant's construction documents. Landlord shall obtain permit for Outdoor Seating if required by applicable code and Outdoor Seating Area shall be ADA compliant.

Version April 2020

Page 3 of 10 Tenant Initials/Date: AC, 11/11/22

Landlord Initials/Date: Ⓟ / 11/8/22

EXHIBIT C

CONSTRUCTION REQUIREMENTS

CSI #	Scope Category	Detail
		<ul style="list-style-type: none"> ▪ If this data infrastructure is NOT on Landlords site at the time of signing the LOI and/or this Landlord Workletter, Landlord shall immediately notify Tenant of such and coordinate with Tenant and the local service provider to identify if these services are readily available and extendable to Landlords site, including a timeline for when services will be available and extended to the site for approval by Tenant. ▪ Upon Tenant approval of the service providers timeline to extend services, Landlord shall immediately coordinate with the local service provider to pay for and extend broadband services to Landlords demarcation point on site. ▪ These services must be in place and available in time for Landlord to successfully and timely execute against the remainder of the Data Communications work identified in this landlord Workletter. ▪ In the event broadband cable or broadband fiber is not readily available to extend to Landlords site at the time of Delivery of Possession Landlord shall, at a minimum, extend 2" conduit from the utility easement to Landlords demarcation point on site.
	Site Data Communications	<ul style="list-style-type: none"> ▪ If broadband cable or broadband fiber is available on Landlords site, landlord shall establish 2 (two) 2" conduit pathways from Landlords demarcation point to Tenants space. ▪ Utilize minimum 2" conduit, or size per requirements of the local service provider. Provide labeled end to end pull strings in all conduits. Refer to Tenants MEP Guidelines. ▪ Terminate conduit in Tenants space at the ceiling above the Managers Workstation in the back of house, or as otherwise designated by Tenant.
	Site Telephone	<ul style="list-style-type: none"> ▪ Landlord shall establish a conduit pathway from Landlords demarcation point to Tenants space. ▪ Terminate conduit in Tenants space at the ceiling above the Managers Workstation in the back of house, or as otherwise designated by Tenant. ▪ Utilize 2" conduit, or size per requirements of Local Service Providers. Provide labeled end to end pull strings in all conduits. Refer to Tenants Outline Specifications and MEP Guidelines.
02800	Trash Enclosure	<ul style="list-style-type: none"> ▪ Provide a 20' w x 12' d x 7' h trash enclosure, per Tenant's construction documents, and space inside the enclosure for a 4 cubic-yard trash container and a 4 cubic-yard recycling container. The trash enclosure shall be physically located on the property, in a safe and convenient location mutually agreed upon on the site plan, and shall comply with all applicable codes including drainage, building, zoning and health requirements. ▪ If Tenant is required to share trash removal or recycling containers with other tenants, such shared containers shall be adequately sized and serviced to handle Tenant's trash and recycling requirements. Trash and recycling containers provided shall comply with all city, county and state waste removal mandates. ▪ If required by code, hot and cold-water hose bib located inside trash enclosure.
02810	Irrigation Systems	<ul style="list-style-type: none"> ▪ Furnish and install an irrigation system, which includes a back-flow prevention device and is separately metered.
02800	Site Improvement	<ul style="list-style-type: none"> ▪ Furnish and install all site plan improvements per Tenant's construction documents and Tenant's site guidelines and standards, and all jurisdictional requirements and applicable codes. ▪ This scope of work includes all necessary variances, conditional use permits and/or special exceptions required to obtain drive-thru jurisdictional approvals. ▪ Furnish and install bike rack per Tenant's construction documents. ▪ Furnish and install utility screening where utilities enter the Building. ▪ Furnish and install Tenant's Monument Sign and/or Pylon Sign including foundation and power. Landlord shall coordinate all sign related work with Tenant and Tenant's sign vendor. Tenant and Tenant's signage vendor will provide footing locations and anchor bolt patterns to Landlord. Landlord is expected to provide permitted drawings of the footings to Tenant's signage vendor (this applies to all site signage including the DT electric and foundation locations).

EXHIBIT C

CONSTRUCTION REQUIREMENTS

DRIVE THRU COMPONENTS		
CSI #	Scope Category	Detail
02580	DT - Site Electric Distribution	<ul style="list-style-type: none"> ▪ Furnish and install all underground electrical conduits, labeled with pull strings, from the electrical panels location to the following exterior drive-thru equipment as noted on the Tenant's construction documents: <ol style="list-style-type: none"> 1) One (1) 1" conduit from the menu board to electrical panels. 2) Two (2) 1" conduits from OCS/speaker board to location above ceiling at rear of space or as indicated on construction drawings. 3) One (1) 1" conduit from all directional signs to electrical panels (Note: up to 3 directional signs can be served by a single circuit. Additional signs shall be provided with a new dedicated circuit and conduit. 4) One (1) 1" conduit for each two-detector loop set to location above ceiling at rear of space or as indicated in the construction drawings. 5) One (1) 1" conduit to pre-order menu board to electrical panels. 6) One (1) 1" conduit to speaker location for power. 7) One (1) 1" conduit from Tenant's dedicated monument/pylon sign to electrical panel. 8) One (1) 1" conduit from height restriction bar if illuminated signage is indicated on plans. 9) Three (3) spare 1" conduits to be run through foundation wall to front of building. Three (3) spare 1" conduits to be run through foundation wall out rear of building, all conduits to be terminated above ceiling. Verify locations for stub up with Tenant's representative.
02890	DT - Traffic Signage	<ul style="list-style-type: none"> ▪ Provide parking lot striping, pavement wayfinding graphics and directional arrows per Tenant's construction documents and per local code.
03300	DT - Site Concrete	<ul style="list-style-type: none"> ▪ Provide a drive-thru lane constructed of 6" thick, reinforced concrete (6x6 10/10 WWF). The width of the pad shall be the width of the drive-thru lane or no less than 12' wide and the length shall extend from preview menu board to far end of drive thru window bump-out. ▪ Furnish and install 6" diameter steel pipe bollards, filled with concrete, painted and located per Tenant's construction documents. Location of all bollards must be identified prior to the Landlord's construction start date. ▪ Install two (2) Tenant provided detector loop conduits. One conduit at the order point and one conduit at the Drive Thru Window prior to installation of the drive lane surface per Starbucks Drive Thru Global Standards and Guidelines and per Starbucks Vendor (HME) Detector Loop cut sheets. ▪ Furnish and install concrete footings and anchor bolts per Tenant's construction documents for the following items: <ul style="list-style-type: none"> ○ Preview menu board ○ Order menu board ○ Speaker post/order confirmation systems (OCS) ○ Directional signage (3) ○ Height restriction bar
	Drive Thru with Y-Merge Details	<p>Site Footings: Landlord shall provide concrete footings with specified anchor bolts for Tenant provided signage and bollards per Tenant provided criteria package. Footing design shall consider bearing capacity of soils, wind loads, weight of signage and all applicable codes. Landlord shall coordinate anchor bolt placements, footing locations, and electrical/data stub-ups with Tenant provided cut sheets.</p> <p>Landlord shall install the following footings and tenants specified bollards in approved locations:</p> <ol style="list-style-type: none"> 1. Tenant's dedicated monument sign(s) and/or pylon sign 2. Directional signage two (2) minimum per store 3. 6" diameter steel pipe bollards 4. (2) Clearance/height restriction bars 5. (2) Pre-menu boards 6. (2) Drive thru order canopies with digital order screens 7. (2) Order menu boards <p>Drive Thru (Y Merge) General: Landlord shall be responsible for vehicular paving including drive-thru lanes, parking, and drive aisles. Landlord shall prepare subsurface soils, backfill sub-base, and properly compact per the jurisdictionally approved civil engineering plans. Trash Enclosure: Provide 6" thick sealed concrete paving at trash enclosure. Extend concrete wear apron 12'-0" from front edge of enclosure toward hauler access point.</p>

Version April 2020

Page 6 of 10 Tenant Initials/Date: NC / 11/11/22

Landlord Initials/Date: [Signature] / 11/8/22

EXHIBIT C

CONSTRUCTION REQUIREMENTS

		<p>Asphalt Paving: If asphalt paving is provided, Landlord shall provide asphalt paving throughout parking area. A licensed engineer shall appropriately specify sub-base, aggregate, asphaltic binder, and sealant to apply with applicable codes.</p> <p>Concrete Paving: If concrete paving is provided, Landlord shall provide concrete paving throughout parking area. A licensed engineer shall appropriately specify sub-base, appropriately size formwork, aggregate mix, reinforcement, and jointing in compliance with all applicable codes. Provide curing protection, misting, and add mixtures to maximize concrete strength at 28 days from pour.</p> <p>Reinforced Concrete: Landlord shall provide 6" thick normal weight reinforced concrete paving throughout double drive-thru lanes. Concrete shall extend width of drive-thru lane or minimum 12'-0" from edge of curb. A licensed engineer shall appropriately size formwork, aggregate mix, reinforcement, and control joints in compliance with applicable codes. Finish per Tenant's approval.</p> <p>Drive Thru (Y Merge)</p> <p>Hardscape: Landlord shall provide sidewalks, curbs, curb cuts, landscape retainage, ramps, and/or stairs as needed to ensure onsite pedestrian and vehicular access. All components shall be code compliant and accessible as required by the local jurisdiction. Sidewalks shall slope away from the building at all points of entry to promote positive drainage. Cast-in-place concrete shall be engineered by a licensed professional, per the geotechnical report and in conformance with all applicable codes.</p> <p>DT Median: Landlord shall provide 5' median between tenants drive thru lanes per tenants' criteria drawings. Top of median shall be poured flush w/ top of drive thru equipment footings.</p> <p>Patio Finish: Concrete finish shall be float troweled with transverse brush and steel finish. Provide 2" wide smooth troweled detail at control joint. Moisture cure concrete for minimum seven [7] days, and apply two [2] coats penetrating sealer to finish.</p> <p>Drive Thru (Y Merge)</p> <p>General: Furnish and install all underground electrical/data conduits, labeled with pull strings, from the electrical panels and low voltage distribution points to the following site, and drive-thru components:</p> <p>Site Signage:</p> <ul style="list-style-type: none"> • One [1] 1" conduit for Tenant's dedicated monument/pylon sign to electrical panel in BOH (Back of House) • Two [2] 1" conduits to be run from BOH electrical panel through foundation wall, to patio seating area. Terminate conduit at grade in planter adjacent to patio seating. • One [1] 1" conduit for each directional sign to electrical panels in BOH. (Maximum three [3] directional signs served by a single circuit) <p>Pre-Order Menu:</p> <ul style="list-style-type: none"> • One [1] 1" conduit for each pre-order menu board (2 typ.) to the electrical panels in BOH Menu: • One [1] 1" conduit for each menu board (2 typ.) to electrical panels in BOH <p>Digital Order Screen:</p> <ul style="list-style-type: none"> • One [1] 1" conduits for each Digital Order Screen (2 typ.) to electrical panels in BOH • One [1] 1" conduits for future Data from each Digital Order Screen (2 typ.) to mangers work area in BOH • Two [2] 1" conduits for data from each Digital Order Screens to the interior of the drive thru "bump-out" • One [1] 1" conduits embed in drive thru lane for each vehicle detector loop. Center conduit on Digital Order Screen post. <p>Drive thru Way finding:</p> <ul style="list-style-type: none"> • One [1] 1" conduit for signal wire from drive thru "y merge" to drive thru "bump-out" • One [1] 1" conduit for power from drive thru "y merge" to Panels in BOH • One [1] 1" conduit for signal wire from clearance bar (2 typ.) to drive thru "bump-out". • One [1] 1" conduit for power from each clearance bar (2 typ.) to panels in BOH. <p>Drive Thru Window:</p> <ul style="list-style-type: none"> • One [1] 1" conduit embed in drive thru lane for vehicle detector loop. Center conduit on drive thru window. <p>Other:</p> <ul style="list-style-type: none"> • One [1] 1" conduit from lighted bollards to electrical panels in BOH • One [1] 1" conduit from trash enclosure to electrical panels in BOH
--	--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Version April 2020

Page 7 of 10 Tenant Initials/Date: AC / 11/11/22

Landlord Initials/Date: TH / 11/18/22

EXHIBIT C

CONSTRUCTION REQUIREMENTS

		<ul style="list-style-type: none"> • Three [3] 1" spare conduits to be run through foundation adjacent to electrical panel. Conduits shall terminate at grade (exterior side) and extend above ceiling on interior side.
08500	DT - Drive-Thru and Walk-up Windows	<ul style="list-style-type: none"> ▪ Furnish and install the Tenant specified drive-thru and walk-up (if specified) service window(s) with all connections fully operational per manufacturer's specifications. ▪ Furnish and install 110-volt 15-amp service, transoms and sidelights, including bump out and exterior shelf, per Tenant's construction documents. ▪ Height of service window(s) must be 36" on the inside above finished floor and 42" on the outside measured from drive-thru lane. ▪ Furnish and install air curtain/fly fan at drive thru and walk-up windows per Tenant's construction documents or local code. Air curtain should have the heated option.
10535	DT - Awnings	<ul style="list-style-type: none"> ▪ Furnish and install an exterior awnings above the drive-thru and walk-up windows per Tenant's construction documents. The awning color will be specified in Tenant drawings. Under no circumstances shall the awning be shorter than what would protect the driver's side window.
16500	DT - Site Lighting	<ul style="list-style-type: none"> ▪ Furnish and install two (2) exterior, Tenant specified, lights located adjacent to drive-thru window per Tenant's construction documents. Landlord to provide Tenant with photometric plan indicating a minimum foot candles for exterior lighting around building perimeter shall be a minimum of 1.5 ftc at grade level.

EXHIBIT D

DELIVERY OF POSSESSION

Project Name: _____ Store #: _____

Tenant: Starbucks Corporation

Landlord: Kautilya East Hartford Hotel, LLC

Premises Address: 363 Roberts Street East Hartford, CT 06108

Without limiting any of Tenant's rights and remedies expressly set forth in the Lease, and without limiting Landlord's obligations thereunder including, without limitation, requirements for the condition of the Premises, the completion of Landlord's Work, and the deadlines for completion of Landlord's Work and other items, Landlord and Tenant acknowledge and agree that:

Status of Letter of Credit	Yes	No
Is Letter of Credit required?		
If required, has executed Letter of Credit been delivered to Tenant?		

<input checked="" type="checkbox"/>	Possession Date:	Status of Landlord's Work:
		Landlord's Work is COMPLETE subject to minor punch list items (e.g. cosmetic in nature that can be completed within 14 days and which will not interfere with delivery, fixturation, or tenant improvements) listed below.
		Landlord's Work is NOT COMPLETE. Tenant elects to complete the unfinished items of Landlord's Work at Landlord's expense subject to the terms and conditions of the Lease and an executed Landlord Work Modification Letter.

Incomplete Items of Landlord's Work: (Attach additional pages if necessary)	Landlord's Target Completion Date:

If Landlord's Work is NOT COMPLETE and Tenant REJECTS Landlord's delivery of possession, Landlord and Tenant must re-execute this Delivery of Possession once Landlord's Work is complete in accordance with the Lease requirements and in conjunction with Tenant's acceptance of possession of the Premises.

<input type="checkbox"/>	Tenant REJECTS Possession of the Premises: (Landlord completes Landlord's work at Landlord's expense):
<input checked="" type="checkbox"/>	Status of Landlord's Work:
	Landlord's Work is NOT COMPLETE. Tenant may enter the Premises to begin performing Tenant's improvements. Landlord agrees Tenant's entry onto the Property is permitted and such entry does not trigger possession by Tenant.
	Landlord's Work is NOT COMPLETE.

Landlord:

Print Name: _____

Title: _____

Date: _____

Tenant:

Print Name: _____

Title: Starbucks Project Manager (Manager or above)

Date: _____

EXHIBIT E

LANDLORD WORK MODIFICATION LETTER

Project Name: _____ Store # _____
Date: _____ Square Footage: 2,400
Tenant: Starbucks Corporation
Landlord: Kautilya East Hartford Hotel, LLC
Premises Address: 363 Roberts Street East Hartford, CT 06108

The scope of work outlined below will constitute an agreement between Landlord and Tenant. This agreement allows Tenant to complete the following scope of work for Landlord with the understanding and agreement that Landlord will be responsible to reimburse Tenant for the following:

Scope of work to be completed by Starbucks:

- (Description) – (item cost)
- (Description) – (item cost)
- (Description) – (item cost)

Subtotal: _____

This letter serves as an agreement between Landlord and Tenant. Landlord agrees to pay Tenant the full cost of all Landlord Work items completed by Tenant (the “**Subtotal**”) plus an administrative surcharge of fifteen percent (15%) for a total of _____ Dollars (\$ _____) within thirty (30) days of receipt of invoice, for the completion of Landlord Work as noted above. If Landlord does not reimburse Tenant as required by this Landlord Work Modification Letter, then Tenant may offset such sum against Base Rent and all other charges payable by Tenant under this Lease until such sum has been fully recouped.

Upon completion of the work described herein, Landlord shall accept such work in its “**as-is**” condition. All items of Landlord Work completed by Tenant shall be deemed Landlord’s property, and Landlord shall retain all obligations regarding such property, including, but not limited to, maintenance, repair, replacement, insurance, and indemnification of Tenant.

From and after the date hereof, all notices shall be given to Tenant as required by this Lease.

LANDLORD:

TENANT:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT F

DATE CERTIFICATE

Date

Attn: *Name*
Company Name
Address
City, State, Zip

Re: Starbucks at 363 Roberts Street
East Hartford, CT 06108
Starbucks Store # _____

Dear *Name*:

Please confirm the following list of dates pursuant to the Lease by and between Kautilya East Hartford Hotel, LLC and Starbucks Corporation for the above referenced location:

Possession Date: ___/___/___
Permit Date: ___/___/___ [if referenced in the Lease]
Commencement Date: ___/___/___
Starbucks Store Opening Date: ___/___/___
Rent Commencement Date: ___/___/___
Expiration Date: ___/___/___

Pursuant to Section ____ of the Lease, the Base Rent schedule shall be as set forth below:

___/___/___ - ___/___/___ \$ _____ Pro-rated: \$ _____ ÷ ___ days x ___ day(s)
___/___/___ - ___/___/___ \$ _____ Per month
___/___/___ - ___/___/___ \$ _____ Per month

[If applicable:]

Option1 ___/___/___ - ___/___/___ \$ _____ Per month
Option2 ___/___/___ - ___/___/___ \$ _____ Per month
Option3 ___/___/___ - ___/___/___ \$ _____ Per month
Option4 ___/___/___ - ___/___/___ \$ _____ Per month

Please have both copies of this letter signed and dated by Landlord and return one (1) of the originals in the envelope provided. If you have any questions regarding the above information please contact *Name* at (*phone number*).

Agreed to this _____ day of _____, 20__, by and between:

Landlord:
Kautilya East Hartford Hotel, LLC

Tenant:
Starbucks Corporation:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT G

EXCLUSIONS TO TENANT'S EXCLUSIVE

[TO BE PROVIDED BY LANDLORD]

EXHIBIT H

MEMORANDUM OF LEASE

WHEN RECORDED RETURN BY MAIL TO:

First American Title Company
National Commercial Services
601 Travis Street, Suite 1875
Houston, Texas 77002
ATTN: Sharon P. Mork
Vice President/Manager
Sr. Commercial Escrow Officer

THIS DOCUMENT PREPARED BY:

Cerretta G. Amos
K&L Gates LLP
4350 Lassiter at North Hills, Ste. 300
Raleigh, NC 27609

On Behalf of:

Starbucks Coffee Company
2401 Utah Avenue South, Suite 800
Mailstop: S-LA3
Seattle, Washington 98134
Store: _____

#

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is entered into by and between **Kautilya East Hartford Hotel, LLC**, a Connecticut limited liability ("**Landlord**"), having its principal place of business at _____, and **Starbucks Corporation**, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("**Tenant**"), Landlord and Tenant having entered into a commercial lease having an effective date of _____, 20__ (the "**Lease**").

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. The Lease covers certain commercial property located at 363 Roberts Street East Hartford, CT 06108, consisting of approximately 2,400 square feet of Gross Leasable Area (the "**Premises**") all as more particularly described in the Lease. The legal description of the property on which the Premises are located (the "**Property**") is attached hereto and incorporated herein by this reference.

3. The Lease provides for the rental of the Premises by Tenant for a term of ten (10) years (the "**Initial Term**").

4. The Lease grants to Tenant the right to renew the Initial Term for up to six (6) consecutive five (5) year period(s) (the "**Extension Term(s)**") under the same terms and conditions contained in the Lease, provided Tenant exercises the applicable Extension Term in accordance with the applicable terms of the Lease. Base Rent during any Extension Term(s) shall be as specified in the Lease.

5. Landlord is obligated to pay Tenant an improvement allowance in the amount specified in Section 4.4 of the Lease.

EXHIBIT H

MEMORANDUM OF LEASE

6. Tenant may use and occupy the Premises and Drive-Through Facility and Outdoor Seating Area for any lawful retail or restaurant use.

7. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.

8. The Lease grants to Tenant the exclusive right to sell on the Property: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and/or (e) blended beverages. Notwithstanding the foregoing, other tenants on the Property or in the Building may sell brewed coffee or brewed tea which is neither (i) gourmet, nor (ii) brand identified. For purposes of this Lease, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding. For purposes of this Lease, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name or served in a brand-identified cup.

Any existing tenant in the Building or on the Property with a lease which predates the Letter of Intent dated November 8, 2022 (which existing tenants, with a statement of their permitted use clause(s), if any, are set forth in the Lease) whose lease allows it to sell any of the foregoing products, shall not be subject to Tenant's exclusive use restriction set forth herein, if and to the extent that any such existing tenant is permitted by its lease to sell any of Tenant's exclusive use items; provided, however, that with respect to the tenants set forth in the Lease, Landlord agrees that to the extent Landlord has reasonable control over any such tenant's use and changes in use, Landlord shall exercise such control to enforce and protect Tenant's exclusive use rights described herein. All future tenants will be subject to Tenant's exclusive use restriction.

Full service, sit-down restaurants with a wait staff and table service serving a complete dinner menu may sell, in conjunction with a sale of a meal, brewed coffee, tea, and hot espresso drinks for on-premises consumption only. In addition, Fairfield Inn and Town Place Suites Hotel and Plaza may provide brewed coffee to its guest in a non-brand identified dispenser with non-brand identified cups.

9. This Memorandum may be signed in two (2) or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this ____ day of _____, 20__.

LANDLORD:

KAUTILYA EAST HARTFORD HOTEL, LLC,
a Connecticut limited liability

By: _____
Name: _____
Title: _____

LANDLORD ACKNOWLEDGEMENT

{NOTE: Landlord to verify notary blocks comply with jurisdictional requirements.}

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the _____ of _____, duly commissioned and sworn, personally appeared _____, to me known as, or providing satisfactory evidence that he/she is the _____ of **KAUTILYA EAST HARTFORD HOTEL, LLC**, a Connecticut limited liability, the _____ that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said _____ for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

NOTARY PUBLIC in and for the _____ of _____
residing at _____
My commission expires _____
Print Name: _____

TENANT:

STARBUCKS CORPORATION,
a Washington corporation

By: _____

Name: _____

Title: _____

TENANT ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

This record was acknowledged before me on _____ by _____
_____ as _____ of **STARBUCKS CORPORATION,** a
Washington corporation.

Name: _____

NOTARY PUBLIC, State of Washington

My appointment expires _____

Notarial Stamp/Seal

EXHIBIT A

LEGAL DESCRIPTION

[Insert Legal Description of Property]

EXHIBIT M

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Attn: _____

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the “**Agreement**”) is made and entered into as of this _____ day of _____, 20____, by and among _____, a _____ (“**Mortgagee**”); Starbucks Corporation, a Washington corporation (“**Tenant**”); and Kautilya East Hartford Hotel, LLC, a Connecticut limited liability (“**Landlord**”).

RECITALS

A. Mortgagee is the holder of a certain note (the “**Note**”) and mortgagee under a mortgage dated _____ (the “**Mortgage**”), in which Landlord is named as the mortgagor, which Mortgage was recorded on _____, in the Official Records of _____ County, State of _____, as Document No. _____. The Mortgage covers a leasehold interest in certain real property together with all appurtenances thereto and improvements thereon (the “**Property**”) all as more particularly described in **Exhibit A** attached hereto and made a part hereof and which property is commonly known as _____, in the City of East Hartford, County of Hartford, State of Connecticut.

B. Landlord is the owner in fee simple of the Property and is the current obligor under the Note.

C. By Lease dated _____ [(the “**Lease**”), Landlord leased to Tenant those certain premises (the “**Premises**”) which constitutes or forms a portion of the Property covered by the Mortgage and commonly known as 363 Roberts Street East Hartford, CT 06108, all as more particularly described in said lease. **Other documents affecting or amending the lease include the following: [List all documents with date references: any type of legal document that would modify or exercise rights in the Lease (i.e. amendments, letter agreements, square footage certificates, rent/term commencement agreements), assignments, subleases, letters regarding change in landlord, letters regarding change in landlord notice address and fully executed SNDAs].** The lease, as amended by the foregoing documents, shall be referred to herein as the “**Lease**”.

D. The Lease is or may become (subject to this Agreement) subordinate in priority to the lien of the Mortgage.

E. Tenant wishes to obtain from Mortgagee certain assurances that Tenant’s possession of the Premises will not (subject to this Agreement) be disturbed by reason of the enforcement of the Mortgage covering the Premises or a foreclosure of the lien thereunder.

F. Mortgagee is willing to provide such assurances to Tenant upon and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above, the reciprocal promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually agree as follows:

1. **Ratification.** The Lease now is, or shall become upon the mutual execution of this Agreement, subject and subordinate in all respects to the lien of the Mortgage and all renewals, modifications, and extensions thereof, subject to the terms and conditions of this Agreement. Mortgagee acknowledges receipt of a copy of the Lease and hereby approves the same. Tenant hereby affirms that the Lease is in full force and effect and that the Lease has not been modified or amended except as provided above.

2. **Landlord's Default.** From and after the date Tenant receives a fully executed copy of this Agreement, Tenant will not seek to terminate the Lease by reason of any act or omission that constitutes (or would over time constitute) a default of Landlord until Tenant shall have given written notice of such act or omission to Mortgagee (at Mortgagee's last address furnished to Tenant) and until a period of thirty (30) days shall have elapsed, Mortgagee shall have the right, but not the obligation, to remedy such act or omission; provided however, that if the act or omission does not involve the payment of money from Landlord to Tenant and (i) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, or (ii) the nature of the act or omission or the requirements of local law require Mortgagee to appoint a receiver or to foreclose on or commence legal proceedings to recover possession of the Property in order to effect such remedy and such legal proceedings and consequent remedy cannot reasonably be achieved within said thirty (30) days, then Mortgagee shall have such further time as is reasonable under the circumstances to effect such remedy (not to exceed forty five (45) days after the expiration of the thirty (30) day period aforesaid) provided that Mortgagee shall notify Tenant, within ten (10) days after receipt of Tenant's notice, of Mortgagee's intention to effect such remedy and provided further that Mortgagee institutes immediate legal proceedings to appoint a receiver for the Property or to foreclose on or recover possession of the Property within said thirty (30) day period and thereafter prosecutes said proceedings and remedy with due diligence and continuity to completion. Notwithstanding the foregoing, Mortgagee shall have no rights under this Section 2 if Mortgagee is an entity that controls, is controlled by, or is under common control with Landlord.

3. **Non-Disturbance and Attornment.** So long as Tenant is not in default under the Lease (beyond any notice and cure period given to Tenant) as would entitle Landlord to terminate the Lease or would cause, without any further action of Landlord, the termination of the Lease or would entitle Landlord to dispossess Tenant thereunder, Mortgagee will not disturb the peaceful and quiet possession or right of possession of the Premises by Tenant nor shall the Lease or its appurtenances be extinguished by reason of any Foreclosure (as hereinafter defined) or otherwise, nor join Tenant as a party in any action or proceeding brought pursuant to the Mortgage.

In the event that Mortgagee or its successors or assigns, as defined in Paragraph 7 hereof ("**Successor Landlord**") acquires the interest of Landlord or comes into the possession of or acquires title to the Premises (the "**Succession**" by reason of the foreclosure (judicial or non-judicial) or enforcement of the Mortgage (including a private power of sale) or the Note or obligations secured thereby or by a conveyance in lieu thereof or other conveyance or as a result of any other means (any or all of the foregoing hereinafter referred to as a "**Foreclosure**"), then the Lease and all appurtenances thereto shall remain in full force and effect and Tenant shall be bound to Successor Landlord under all of the provisions of the Lease for the balance of the term thereof (including any extensions or renewals thereof which may be effected in accordance with any options contained in the Lease) with the same force and effect as if Successor Landlord was Landlord under the Lease, and Tenant shall attorn to Successor Landlord as its landlord, such attornment to be effective and self-operative, without the execution of any further instruments on the part of either of the parties hereto, immediately upon the Succession; and further, in such event, Successor Landlord shall be bound to Tenant under all of the provisions of the Lease, and Tenant shall, from and after such Succession, have the same remedies against Successor Landlord for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Landlord

thereunder, provided, however, that if Successor Landlord is not an entity that controls, is controlled by, or is under common control with Landlord, then Successor Landlord shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to Paragraph 2 hereof) of such act or omission to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such act or omission); or

(b) subject to any offsets (except those expressly permitted under the Lease) or defenses which Tenant might have against any prior landlord (including Landlord) unless Tenant shall have given notice (pursuant to Paragraph 2 hereof) of the state of facts or circumstances under which such offset or defense arose to the party who was the then holder of the Mortgage (whether or not such holder elected to cure or remedy such condition); or

(c) bound by any rent or additional rent which Tenant might have paid to any prior landlord (including Landlord) more than thirty (30) days in advance of the due date under the Lease; or

(d) bound by any security deposit which Tenant may have paid to any prior landlord (including Landlord), unless such deposit is available to the party who was the holder of the Mortgage at the time of a Foreclosure; or

(e) bound by any amendment or modification of the Lease made after the date of this Agreement without the consent of the party who was the holder of the Mortgage at the time of such amendment or modification, unless such amendment or modification was subsequently affirmed by an intervening holder of the Mortgage.

Tenant shall be under no obligation to pay rent to Mortgagee or Successor Landlord until Tenant receives written notice from Mortgagee or Successor Landlord stating that Mortgagee or Successor Landlord is entitled to receive the rents under the Lease directly from Tenant. Landlord, by its execution hereof, hereby authorizes Tenant to accept such direction from Mortgagee or Successor Landlord and to pay the rents directly to Mortgagee or Successor Landlord and waives all claims against Tenant for any sums so paid at Mortgagee's or Successor Landlord's direction. Tenant may conclusively rely upon any written notice Tenant receives from Mortgagee or Successor Landlord notwithstanding any claims by Landlord contesting the validity of any term or condition of such notice, including any default claimed by Mortgagee or Successor Landlord, and Tenant shall have no duty to inquire into the validity or appropriateness of any such notice.

4. Notices of Default/Tenant's Right to Cure. Mortgagee hereby agrees to give to Tenant a copy of each notice of a failure on the part of the mortgagor or obligor under the Mortgage or Note to perform or observe any of the covenants, conditions or agreements of such Mortgage or Note at the same time as whenever any such notice shall be given to the said mortgagor or obligor, such copy to be sent as provided in Paragraph 6 herein. Further, Mortgagee shall accept the cure by Tenant of any default, which cure shall be made within ten (10) days in the case of monetary defaults of Landlord and within thirty (30) days in the case of non-monetary defaults following Tenant's receipt of such notice provided however that (i) if the failure of performance does not involve the payment of money from Landlord to Tenant, and (ii) is of such a nature that it could not be reasonably remedied within the thirty (30) day period aforesaid, then Tenant shall have such further time as is reasonable under the circumstances to effect such remedy provided that Tenant shall notify Mortgagee, within ten (10) days after receipt of Mortgagee's notice, of Tenant's intention to effect such remedy and provided further that Tenant institutes steps to effect such remedy within said thirty (30) day period and thereafter prosecutes said remedy with due diligence and continuity to completion. Mortgagee agrees that it will accept such performance by Tenant of any covenant, condition or agreement to be performed by mortgagor or obligor under the Mortgage or Note with the same force and effect as though performed by such mortgagor or obligor. The provisions of this Paragraph 4 are intended to confer additional rights upon Tenant and shall not be construed as obligating Tenant to cure any default of any such mortgagor or obligor.

5. Agreement to Release Proceeds or Awards.

(a) **Casualty.** In the event of a casualty at the Premises, Mortgagee shall release its interest in any insurance proceeds applicable to the nonstructural improvements installed by Tenant. Mortgagee acknowledges that it has no interest and waives any interest in Tenant's personal property, furnishings, machinery, trade fixtures, equipment, signs and any safety systems (such as, without limitation, fire and security monitoring and alarm systems) installed at or about the Premises, or any insurance proceeds are payable with respect thereto under either Landlord's or Tenant's policies.

(b) **Eminent Domain.** In the event of a public taking or act of eminent domain, Mortgagee shall release its interest in that portion of the award to which Tenant is entitled pursuant to the Lease, as well as its interest in so much of the award applicable to the improvements installed by Tenant as shall be necessary for the purposes of restoration, consistent with Landlord's and Tenant's rights and obligations under the Lease.

6. Notices. Whenever a provision is made under this Agreement for any notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice or declaration to the other party, in order to be effective such notice or declaration shall be in writing and served either personally (provided that proof of delivery thereof can be produced) or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service (provided that proof of delivery thereof can be produced), addressed at the addresses set forth below or at such address as either party may advise the others from time to time.

To Mortgagee: _____

To Tenant: Starbucks Corporation
Attn: Financial Lease Administration
Mailstop MS-RE3

by mail: P.O. Box 35126
Seattle, WA 98124-5126

or by overnight delivery: 2401 Utah Avenue South, Suite 800
Seattle, WA 98134

To Landlord: Kautilya East Hartford Hotel, LLC
118 Waverly Avenue
Millington, NJ 07946
Phone: (908)528-2695
Email: gary.patel@kautilyagroup.com

Mortgagee and Landlord shall send a duplicate copy of any notice given hereunder to the attention of the Law and Corporate Affairs Department at the same address, Mailstop S-LA1. No notice to Tenant shall be effective unless it is addressed to the attention of Property Management Department and as otherwise set forth above. No notice delivered to the Premises shall be effective. Any party may change the address by written notice to the other parties clearly stating such party's intent to change the address for all purposes of this Agreement, which new address shall be effective one (1) month after receipt. Notice shall be deemed given when received or when receipt is refused, provided that such notice was sent pursuant to the requirements of this Section 6.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective personal representatives, heirs, successors and assigns it being

understood that the obligations herein of Mortgagee shall extend to it in its capacity as mortgagee under the Mortgage and to its successors and assigns, including anyone who shall have succeeded to its interest or to Landlord's interest in the Premises or acquired possession thereof by Foreclosure or otherwise.

8. Miscellaneous.

8.1 Authority. Each party hereby represents and warrants that this Agreement has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

8.2 Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

8.3 Interpretation. Article and section headings are not a part hereof and shall not be used to interpret the meaning of this Agreement. This Agreement shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Agreement, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

8.4 Amendments. This Agreement may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord and Mortgagee specifically acknowledge that Tenant's employees at the Premises do not have authority to modify this Agreement or to waive Tenant's rights hereunder.

8.5 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of the party by the person to whom notices are to be addressed.

8.6 Cumulative Remedies. Except where otherwise expressly provided in this Agreement, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

8.7 Choice of Law. This Agreement shall be governed by the laws of the state where the Premises are located.

8.8 Attorneys' Fees. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

8.9 Consents. Whenever the right of approval or consent is given to a party pursuant to this Agreement, that party shall not unreasonably withhold, condition or delay its consent unless this Agreement expressly provides otherwise.

8.10 Waiver of Jury Trial. With respect to any litigation arising out of or in connection with this Agreement, each party hereby expressly waives the right to a trial by jury.

8.11 No Other Mortgage. Landlord represents and warrants to Tenant that, as of the date hereof, no lender, other than Mortgagee, has a security interest in the Property.

9. Effectiveness of Agreement. If, within thirty (30) days of Tenant's execution of this Agreement, Tenant has not received a fully executed original of this Agreement at the notice address listed above, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

TENANT

Starbucks Corporation,
a Washington corporation

By: _____

Date: _____

MORTGAGEE

a _____

By: _____

Its: _____

LANDLORD

Kautilya East Hartford Hotel, LLC,
a Connecticut limited liability

By: _____

Its: _____

EXHIBIT A

Legal Description

[Insert Legal Description of real property encumbered by mortgage:
Property]

Sources

Loan \$ 10,400,000 108.2%

Uses

Construction (GC)	\$ 4,250,000
HVAC	\$ 275,000
FFE Materials	\$ 2,309,862
Sign and install	\$ 150,000
Elevator	\$ 398,000
Fire/Sprinkler	\$ 125,000
Parking lot	\$ 229,000
Landscape	\$ 25,000
Marriott Application Fees	\$ -
Marriott Computer System	\$ 50,000
Washer and Dryer	\$ 129,000
New Phone System	\$ 42,800
Low Voltage Cabling	\$ 250,000
New WI-FI System	\$ 128,400
Guest room Supplies	\$ 150,000
Fitness Room	\$ 50,000
Breakfast Equipments	\$ 50,000
Office Supplies	\$ 25,000
New Guest Entry Lock System	\$ 50,820
new Sliding Entry Doors	\$ 30,000
New Boiler System	\$ 250,000
Sprinkler sytem	\$ 258,000
Architect Fees	\$ 90,000
Environment Clearance	\$ 50,000
Interest Reserve	
Lender Fee	
Arriba Fee	
Appraisal	
Legal	
Insurance	
Permits	\$ 200,000
Civil	\$ 45,000
Contingency	
Estimated Closing Costs	\$ -
Total	\$ 9,610,882

Plumbing
Electric
Drywall Framing
bathroom renovation
corridor / staircase /
Lobby
exterior

\$ 75,000

556000

331360

1558000

336000

280000

702000

810000

Marshall, Jason

From: Buckheit, Eileen
Sent: Wednesday, March 29, 2023 11:13 AM
To: Marshall, Jason; Parkinson, Angela; Amadasun, Harry; Richard Kehoe; Harry Amadasun
Cc: Martin, Connor
Subject: 363 Roberts Street
Attachments: signed term sheet.pdf; STARBUCKS Commercial Lease 363 Roberts Street Hartford CT (KLG edits 1.1....docx; Sources uses a rev 2.22.xlsx

Hello everyone – Connor and I received some documents related to this project late yesterday afternoon after notice of the meeting cancellation was sent to Mr. Patel.

Attached is his term sheet for financing which appears to have been signed in November 22, and a Starbucks lease which is not signed. Gary indicated that he has requested to finalize the Starbucks lease by April 15th.

Bruce Cohen calculated his building permit fees yesterday and they came out to \$364,500 in total which can/will be adjusted upon completion of the work. But that is the fee he will have to pay for a permit.

I am attaching everything to this email. I spoke to Connor and we are hoping this meeting can be rescheduled for Monday if possible. Both Connor and I will be on vacation the week of April 10th.

Thank you
Eileen

Marshall, Jason

From: Buckheit, Eileen
Sent: Thursday, March 30, 2023 12:12 PM
To: Richard Kehoe; Parkinson, Angela
Cc: Marshall, Jason; Amadasun, Harry; Harry Amadasun; Martin, Connor
Subject: RE: 363 Roberts Street

I sent this over to Goman and York. I concur with the below from Brad. There is nothing that seems out of the ordinary with any of this paperwork. You can inquire about the dates for the Starbucks lease to confirm what Gary told Connor and I which was April 15th. And see further comments below regarding Starbucks. I gave Brad the building permit fee of \$364,500 which I shared with you yesterday. And also, the site plan has already been approved by Planning and Zoning so that is ready to go.

The other two items were that he was awarded \$125,000 from ARPA and he is located in the Enterprise Zone so is entitled to the 7 year graduated increase on the increase in his assessment. That is an unknown at this time but we do anticipate there would be an increase based on the improvements. The base assessment will not be lowered.

Enterprise Zone & Railroad Depot Zones Tax Incentives

Manufacturing & Related Industries	80% abatement of local real & personal property taxes (state reimburses town up to half of this amount)	Five (5) years
Other property not related to manufacturing	Diminishing tax exemption on value of real property improvements	Seven Years Years 1-2: 100% Year 3: 50% Year 4: 40% Year 5: 30% Year 6: 20% Year 7: 10%
Enterprise Zone Only Tax Incentives		
Any property sold within the zone	Exemption of state conveyance tax	At time of conveyance

Eileen,

Based on a brief review of the documents they look good, there was nothing that warranted concern. Below are a couple of points:

- If you would like us to complete a further analysis, we would need to see Exhibit B and B-1 (site plan), and it would be good to have permission to speak to with Starbuck's RE rep.
- Mike noted he was surprised Starbucks had interest in this site given the traffic volume on Roberts St. is below their usual requirements

Overall, we feel the renovation of the site and addition of a national hotel chain is a good fit for the site and E. Hartford and a great opportunity to restore a blighted property. Given the current market volatility and uncertainty, including increasing construction costs and financing, we don't feel its unreasonable for the developer to ask for a reduction in the building permit fee.

We are available for any future questions.

Thanks,

Brad Senft

Senior Vice President and Managing Director



111 Founders Plaza, Suite 1000 | East Hartford, CT 06108

c: 970.486.0247

Our reach is nationwide.

This e-mail and any documents attached are confidential and intended solely for the addressee, and may contain confidential or privileged information. If you receive this e-mail in error, you are not authorized to copy, disclose, use or retain it. Please notify the sender immediately and delete this email from your system(s).

From: Richard Kehoe <richardf.kehoe@gmail.com>

Sent: Wednesday, March 29, 2023 3:53 PM

To: Parkinson, Angela <AParkinson@easthartfordct.gov>

Cc: Buckheit, Eileen <ebuckheit@easthartfordct.gov>; Marshall, Jason <jmarshall@easthartfordct.gov>; Amadasun, Harry <hamadasun@easthartfordct.gov>; Harry Amadasun <hamadasun11@gmail.com>; Martin, Connor <CMartin@easthartfordct.gov>

Subject: Re: 363 Roberts Street

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Eileen, can we have Goman and York review this information and give us an assessment on how realistic these numbers are? Any red flags?

Thanks.

Rich

On Wed, Mar 29, 2023 at 2:52 PM Parkinson, Angela <AParkinson@easthartfordct.gov> wrote:

I can do Monday.

I'll be out of town the week of the 10th also.

Get [Outlook for iOS](#)

From: Buckheit, Eileen <ebuckheit@easthartfordct.gov>

Sent: Wednesday, March 29, 2023 11:12:47 AM

To: Marshall, Jason <jmarshall@easthartfordct.gov>; Parkinson, Angela <AParkinson@easthartfordct.gov>; Amadasun, Harry <hamadasun@easthartfordct.gov>; Richard Kehoe <richardf.kehoe@gmail.com>; Harry Amadasun <hamadasun11@gmail.com>

Cc: Martin, Connor <CMartin@easthartfordct.gov>

Subject: 363 Roberts Street

Hello everyone – Connor and I received some documents related to this project late yesterday afternoon after notice of the meeting cancellation was sent to Mr. Patel.

Attached is his term sheet for financing which appears to have been signed in November 22, and a Starbucks lease which is not signed. Gary indicated that he has requested to finalize the Starbucks lease by April 15th.

Bruce Cohen calculated his building permit fees yesterday and they came out to \$364,500 in total which can/will be adjusted upon completion of the work. But that is the fee he will have to pay for a permit.

I am attaching everything to this email. I spoke to Connor and we are hoping this meeting can be rescheduled for Monday if possible. Both Connor and I will be on vacation the week of April 10th.

Thank you

Eileen



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: April 4th, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh *MW*
RE: REFERRAL: Fees Committee

Please see the enclosed memo from Development Director Eileen Buckheit to refer to the fees committee the Building Department and Fire Marshal fee schedule. The purpose of the referral is to review the current fee schedule and make recommendations to adjust our fee schedule to those of comparable Towns with the goal of making East Hartford more business friendly.

Please place this item on the Town Council agenda for the April 4th, 2023 meeting.

C: E. Buckheit, Development Director
M. McCaw, Finance Director
M. Walsh, Mayor



TO: Mayor Mike Walsh

FROM: Eileen Buckheit, Development Director

DATE: March 27, 2023

RE: April 4th Town Council agenda item

I am respectfully requesting an item be placed on the April 4th Town Council agenda for a referral to the Fees Committee.

Over the past several years, the development office has had numerous discussions with applicants regarding our building and fire fees when they are at the point of applying for permits to begin construction. In the past several months, we have forwarded several requests for either a cap on the fees for larger developments, such as National Development, or a reduction in the fees for specific projects, such as the hotel on Roberts Street. It is my opinion that both our fees combined with rising interest rates and material costs have increased these requests.

Upon review of several communities' fee schedules, I have come to the conclusion that our fire marshal fees should be examined. I have discussed this issue with our building official, fire marshal, and fire chief. There are several communities which are more comparable to East Hartford, including Meriden, Enfield and Milford.

It is my recommendation that we use the Meriden model which is a fire marshal fee based on a percentage of the building permit fee. We can either use 75% for all fees, or possibly use 65% for an inspection, which could rise to 85% for inspections including a fire suppression system.

A review and possible change to our fee schedule will assist our efforts to be business friendly and add certainty to the approval and permitting process which is essential to successful development.

Comparison of Fire Marshal Fees for Permit Reviews

As of March 28, 2023

Highlighting indicates municipalities with similar activity levels as East Hartford

Town	Initial Fee	Additional Fee	Other
Bloomfield		\$0	
Bristol	\$40 for 1st \$1,000 construction	\$20 per \$1,000 construction	Building permit review fees are not shared with the Fire Marshal's Office
East Hartford			The same fee structure in addition to original for a sprinkler or fire alarm
Enfield		\$30 \$10.00 per \$1000	
Glastonbury		\$0	
Hartford	\$50.26 for 1st \$1,000 construction \$20 for up to \$4,000 construction	\$30.26 per \$1,000	
Manchester		\$7 per \$1,000	C.O. Inspection Included
Meriden			65% of the building permit fee, increases to 100% of building permit for any fire protection system where additional/hired review is needed
Milford		\$75 25% of Building Permit	Sliding scale based on Fire Sprinkler Size/other suppression systems
New Britain	\$0 for 1st \$1,000 of property value	\$3 per \$1,000 for \$1,001 through \$50,000	\$6 per \$1,000 in excess of \$50,000
New Haven	\$80 up to 2,000 sf	\$150 2,000-4,999 sf; \$450 5,000-9,999 sf; \$650 10,000-29,999 sf; \$850 30,000-49,999 sf; \$1,400 50,000 sf and up	
Rocky Hill		\$0	
South Windsor	\$7 per \$1,000 construction		

			65% of building fee, additional 100% of building permit fee on top of that if they need mechanical review (fire sprinklers and alarm)
West Hartford	\$20.80 for 1st \$1,000 construction	\$11.05 per \$1,000	
Windsor	\$8.75 for 1st \$1,000 construction*	\$3.25 for additional \$1,000*	*within the Building Permit fee as 25%





TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: March 27, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh *MW*
RE: REFERRAL: Fees Committee

Please see the enclosed request from Development Director Eileen Buckheit for a referral to the fees committee. The Hoffman Group is undertaking improvements to their largest facility. The current estimate for this project is \$360,000 and they are requesting a review and reconsideration.

Please place this item on the council agenda for the April 4, 2023 meeting

C: E. Buckheit, Development Director
M. McCaw, Finance Director
M. Walsh, Mayor



TO: Mayor Mike Walsh

FROM: Eileen Buckheit, Development Director

DATE: March 27, 2023

RE: April 4th Town Council agenda item

I am respectfully requesting an item be placed on the April 4th Town Council agenda.

Please see attached correspondence from Mr. Bradley Hoffman regarding a permit fee reduction request. This is in reference to a new 35,000 square foot Porsche facility on Connecticut Boulevard. As Mr. Hoffman stated they anticipate the permits to cost approximately \$360,000 and are requesting a review and reconsideration.

Thank you and let me know if you have any questions or concerns.



600 Connecticut Boulevard
East Hartford, CT 06108
860.289.7721
www.hoffmanauto.com

3/16/23

Mayor
Town of East Hartford
740 Main St.
East Hartford, CT 06108

Attn: Michael P. Walsh

Re: Permit Fees 650 Connecticut Blvd

Dear Mike,

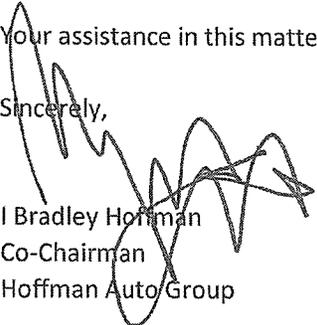
The Hoffman Auto Group is undertaking its' largest facility improvement in company history. We will be demolishing the former Used Car Super Store at 650 Connecticut Blvd and constructing a new state of the art Generation 5 Porsche facility totaling 35,000 sq ft of new construction in its place.

We are about to enter the permitting phase of our project and were surprised by the extremely uncompetitive permit fee structure. The current estimate for our permit fee's for this project are \$360,000. We recently constructed a brand new BMW facility in Waterbury and the permit fee's were less than half this amount.

As a long term and loyal commercial tax payer and community member in East Hartford we are respectfully asking that these uncompetitive fee's be reviewed and reconsidered.

Your assistance in this matter is greatly appreciated.

Sincerely,



I Bradley Hoffman
Co-Chairman
Hoffman Auto Group

860-290-6180

Lexus/Audi/Porsche/Ford
Lincoln/Collision Center

600-750 Connecticut Blvd
East Hartford, CT 06108
860.289.7721

Honda/Toyota/Nissan
Collision Center

36-44 Albany Tpk., Rt. 44
West Simsbury, CT 06092
860.289.7721

Hoffman
Insurance Agency

36-44 Albany Tpk., Rt. 44
West Simsbury, CT 06092
860.970.0221

BMW of Waterbury

133 Schraffts Drive
Waterbury, CT 06705
860.274.7515

Audi of New London

490 Broad Street
New London, CT 06320
860.447.5000



TOWN OF EAST HARTFORD OFFICE OF THE MAYOR

DATE: March 27, 2023
TO: Richard F. Kehoe, Chair
FROM: Mayor Michael P. Walsh
RE: REFERRAL: Fees Committee Cricket Field

Please see the enclosed request from Parvez Bandi to the council to engage PCF in leasing the Cricket Filed.

Please place this item on the council agenda for the April 4, 2023 meeting

C: Connor Martin
Paul O'Sullivan

March 20, 2023
Town of East Hartford
740 Main Street
East Hartford CT, 06118

To the Town Council of East Hartford, CT
Re: PCF East Hartford Lease,

Dear East Hartford Town Council,

My name is Parvez Bandi, proud resident of East Hartford for over 35 years. I am the founder of the Parvez Cricket Field (PCF). I want to first thank the Town of East Hartford Town Council and Mayor Mike for accepting my request and building a cricket field at Shae Park. The Field is well built, adds an amenity to the existing park and is well attended by our membership. We had a good successful last year managing & running the Cricket program and would like to continue to make it a great year for our upcoming Season !

I am looking forward to continuing to work alongside the Town of East Hartford to support and advance the Cricket program here in East Hartford. Therefore, I respectfully request the council engage PCF in leasing the cricket Field so that we may better maintain/ manage cricket field programming. We would happily maintain liability coverage and any other requirements that shields the Town from liability. We understand due to DEEP restrictions on Shae park that equipment, permanent structures such a shed or bleachers is not permitted at this time. However, we would appreciate if the Town continued to mow the grass around the field and maintain the wicket (playing surface).

PCF's goal is to provide Cricket programming not only to our members but to the community as a whole. I have included a few examples of how the community will benefit from our programming.

- The Field will operate from April to October.
- We at PCF will be running a Cricket Academy for East Hartford residents 10 years old and above to learn the inherited Cricket game of our ancestor's and the culture of the sports at large.
- PCF will be organizing T20 Tournament/Friendly Matches throughout the season.
- PCF will host town residents for Friendly Cricket games and barbeque events.
- PCF will be hosting CT League 40 overs /T20 games from May through October on Sundays.

- PCF will host practice sessions on Wednesday, Thursday, Friday from 5pm until sundown open to all in the community.
- The Residents & Business owners of the town of East Hartford use the Cricket field as a recreational outing with family members.

Again I would like to take this opportunity to thank and acknowledge the support we've received in bringing Cricket and its culture to the Town of East Hartford.

Regards,

Parvez Bandi
PCF

A handwritten signature in blue ink, appearing to read 'Parvez Bandi', with a stylized flourish at the end.