



S I K O R A
L A W L L C

175 S. 3rd Street, Suite 870 | Columbus, OH 43215 | T: (614) 444-7774 | F: (614) 444-7775

October 12, 2018

VIA FEDERAL EXPRESS AND ELECTRONIC MAIL

Powell City Council

**RE: Armita Plaza—Request for TIF reimbursement of public improvements
170 West Olentangy St., Powell, Ohio, 43065**

Dear Council Member:

As you are likely aware, we are writing on behalf of our client, Armita Plaza LLC, and its Managing Member, Dr. Ali Khaksar in relation to the above described Armita Plaza Development ("Armita Plaza"). May this letter supplement our previous correspondence to the City of Powell dated March 21, 2018, which is enclosed for your reference.

To refresh the history of this project and our reason for requesting TIF funds from the City of Powell, the City has required Armita Plaza to make certain public improvements resulting from the recommendations of a Traffic Impact Study that the City required in connection with approval of the Project. The Traffic Study made two recommendations: (1) provide an eastbound left turn lane on SR 750 to Lincoln Street; and (2) widen southbound Lincoln Street to provide a left turn lane and a through right lane. Notably, under the current plans as approved by the City, the primary entrance/exit for Armita Plaza is off Traditions Way—the shopping center can not be directly accessed from SR 750.

The City approved the final development plan for Armita Plaza on July 5, 2016. Unfortunately, the City has significantly changed the nature and extent of the public improvements over time. In fact, the plans for the public improvements went through multiple revisions with the Engineer's Office, with additional requirements being added with each revision by the City, amounting to a 14 month period between the time that the final development plan was approved by the City and the final engineering plan was approved related to the public improvements. What started as widening of two public roads has grown into the City requiring extensive storm water management improvements at the corner of SR 750 and Lincoln Street. It bears repeating that Armita Plaza has no direct access off S.R. 750.

We have enclosed an updated and current quote for all the public improvements required by the City for the Armita Plaza Project to be approved. Armita Plaza has agreed to pay \$175,090, which relates to the widening of the roadway. Armita Plaza is requesting the City provide a TIF related to the storm water management public improvements, which totals \$248,930.43. Presently,

the City has communicated that it will not agree to use TIF funds for these public improvements, because to do so would set "bad precedent." This is the only reason Armita Plaza has been given related to the City's refusal to allocate TIF funds to this public improvement.

Armita Plaza never agreed to perform storm water management improvements as that aspect of the public improvements was not included and/or required in any of the initial plans approved by the City. Essentially, the City is withholding approval of the Project based upon a new public improvement requirement that will cost the developer \$248,903.43. Armita Plaza would have never agreed to proceed with the project if it would have known that the City would require such expensive public improvements. Moreover, if the City had initially included storm water management as part of the public improvements from the outset, the parties could have discussed incentives at that time, which would have been my client's preference and the City's preference. Thus, the City's requirement of such a significant public improvement so late in the process warrants a TIF incentive.

As a result, the \$248,930 is a poster child for a TIF incentive. Interestingly, public records as of August 13, 2018 show that there is sufficient TIF money available for this project. The Downtown Public Improvement TIF had a total balance going into this year of \$1,545,273.26, and the City only budgeted to spend \$827,193.51 for 2018. Of that \$827,000, the City actually allocated \$516,424.00. With the income (payback) that the fund made this year, there is \$1,277,553.44 available after all allocations this year.

Notably, Armita Plaza has not received a single incentive from the City related to this project. Without the TIF, adding expense of \$248,930 to the budget of Armita Plaza will force the required leasing rates for prospective tenants to levels exceeding the market average for the area and will price Armita Plaza out of the market for tenants. Additionally, the lender that is financing this project will not lend additional funds for the required, extensive public roadway improvements.

Our client attempted to incorporate these expenses into the budget and rent for the potential tenants of Armita Plaza, but because of the forced increase in rent from the public roadway improvements, potential tenants of Armita Plaza who had previously shown interest in renting have now gone elsewhere to Dublin and Worthington. In fact, not a single tenant was interested in occupying Armita Plaza at such high rental rates. Without the TIF funds to offset the cost of the required public improvements, the City and Armita Plaza run the risk of having the project completed to the heightened standards for traffic and storm water management in the City, but with no tenants to support its operation.

Specifically, Armita Plaza received letters of intent or other written commitments to lease from the following tenants that would result in an occupancy rate of 95%, should the rental rates be aligned with the average rental rates in the area.

- a. Koulian Jewelers – 2,200 sq. ft.
- b. Monte Carlo Restaurant – 2,500 sq. ft.
- c. Rapid Fire Pizza – 2,320 sq. ft.
- d. Mrs. Turbos Cookies and Coffee Shop – 1,300 sq. ft.

- e. Sola Salon – 5,000 sq. ft.
- f. Burn Boot Camp – 4,500-6,000 sq. ft.
- g. Local Cantina – 5,600 sq. ft.
- h. Steele Beauty Salon Bars, LLC – 3,566 sq. ft.

Armita Plaza also received interest in leasing from Cameron Mitchell Restaurants, Pies & Pints, Orange Theory, Snap Fitness, The Wine Bistro, House of Japan, AAB India, The Crest, La Chatelaine, Roll Bike Shop, Core Yoga, Massage Envy and others that would be interested in leasing if the rental rates could be reduced. Unfortunately, some of these prospective tenants have already chosen locations in Dublin and Worthington as Armita Plaza could not promise a competitive leasing rate due to the cost of the public improvements.

At the suggestion of the City in May of 2018, our client obtained a TIF appraisal analysis projecting the tax value of a fully occupied Armita Plaza to the City of Powell over the next 15 years. This analysis determined that the total payments applied toward the TIF from real estate tax payments would be \$2,835,261 over the 15-year period should this project be completed as designed with the assistance of TIF funds. These TIF funds would allow for the project to be competitively priced and fully leased within a year of completion. This tax revenue to the City of Powell will more than repay the TIF money sought in this application.

As additional support of our client's TIF request, I refer you to the Final Development Plan Approval Staff Report from the Planning & Zoning Commission (the "Commission") dated Wednesday, June 15, 2016 and the Preliminary Development Plan staff notes from April 27, 2016, which are attached hereto. The Commission, even as early as the preliminary review, stressed the policy that "the positive impacts of this development on community character, convenience and tax base for both schools and city *outweighs the longer wait times on the side streets or the minimally increase wait times on the surrounding streets.*" See *Staff Minutes June 15, 2016, p 7*. Indeed, even while recommending the improvements made by the traffic study, the Commission again stressed, "It should be made clear that traffic should not supersede developments that have overall positive impacts for the community and its residents. *Id.*

These notes and comments by the Commission make it clear that it overwhelmingly supports the completion of the development and its positive impacts over any traffic concerns or improvements. Unfortunately, Armita Plaza will sit vacant upon completion if our client is forced to complete the public improvements as currently demanded by the City Engineer without help from the TIF funding. This unwanted outcome would be in direct contradiction to the Commission's clearly stated policy that traffic concerns related to this development should not be considered more important than the overall positive impacts that a successful Armita Plaza would bring to the community and its residents.


If City Council agrees to the allocation of TIF proceeds, the project will be completed early in 2019, the City, its residents, and Armita Plaza can all benefit from a fully leased and promptly completed center. All of the benefits of this project should outweigh the arbitrary denial of TIF funding due to the concern over "precedent" especially when the City continued to increase the scope of the public improvements that were never agreed to by Armita Plaza.

Enclosed for your review are the following documents in support of our TIF application:

1. Original Letter dated March 21, 2018 to David Betz related to Armita Plaza and public roadway improvements
2. Cost estimate for storm water management and roadway improvements from Thompson Excavation
3. TIF Appraisal letter from Samuel Koon & Associates detailing the prospective tax income Armita Plaza will generate for the City of Powell over the next 15 years.
4. Letters of intent and other correspondence from real estate brokers and tenants interested in leasing Armita Plaza should the TIF funding be approved.

Please consider this letter and the accompanying documentation as an application for TIF reimbursement. We look forward to a continued partnership with the City of Powell to find a workable solution for all parties involved. We hope that the process will move forward expeditiously. Thank you for your attention to this matter.

Very truly yours,



Richard T. Craven

Enclosures
RTC/ala

Cc: Dr. Ali Khaksar via email
Steve Lutz via email
Gene Hollins via email



175 S. 3rd Street, Suite 870 | Columbus, OH 43215 | T: (614) 444-7774 | F: (614) 444-7775

March 21, 2018

VIA FEDERAL EXPRESS AND ELECTRONIC MAIL

David Betz
Director of Development
City of Powell
47 Hall Street
Powell, Ohio, 43065
dbetz@cityofpowell.us

**RE: Armita Plaza; Application to Amend the Final Development Plan
Permit 2016-0632; 170 West Olentangy St., Powell, Ohio, 43065**

Mr. Betz:

We are writing on behalf of our client, Armita Plaza LLC, and its Managing Member, Dr. Ali Khaksar in relation to the above described Armita Plaza Development ("Armita Plaza"). Specifically, we are seeking to discuss amending the Final Development Plan (the "Plan") for Armita Plaza by limiting the public roadway improvements included in the Plan.

As previously disclosed, at the time of bidding this project, the general contractor established a cost of construction which was used to obtain financing, which is now in place. After obtaining financing, Dr. Khaksar was forced to hire another general contractor after the original contractor went out of business. As the roadwork drawings from the Plan have been modified and finalized by the City Engineer over the last year, the estimates done by the original contractor for the full range of road improvements in the Plan significantly underestimated the final cost of said improvements. New estimates have been obtained which, if completed as modified by the City Engineer, exceed the recommendations from the traffic study commissioned on April 8, 2017 and incorporated into the Final Development Plan (the "Traffic Study"). Completion of all of the traffic work, as now required, will cost approximately Three Hundred Twenty Thousand Dollars (\$320,000.) Adding this level of expense to the budget of Armita Plaza would force the required leasing rates for prospective tenants to levels exceeding the average for the area. Additionally, the lender that is financing this project will not lend additional funds for these burdensome and unnecessary public roadway improvements. For these reasons and the ones described below, we are seeking to amend the Plan to reduce the cost and burden of the public roadway improvements while still addressing the City's concerns as outlined during the approval process.

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In support of amending the Plan, I refer you to the Final Development Plan Approval Staff Report from the Planning & Zoning Commission (the "Commission") dated Wednesday, June 15, 2016 and the Preliminary Development Plan staff notes from April 27, 2016, which are attached hereto. The Commission, even as early as the preliminary review, stressed the policy that "the positive impacts of this development on community character, convenience and tax base for both schools and city outweighs the longer wait times on the side streets or the minimally increase wait times on the surrounding streets." *See Staff Minutes June 15, 2016, p 7.* With respect to Lincoln Street and Traditions Way, the Commission conceded that, "...the level of service (LOS) for both no-build and build scenarios remains the same. Meaning that with or without this development, the side streets will have delays in the future." *Id.* Indeed, even while recommending the improvements made by the traffic study, the Commission again stressed, "It should be made clear that traffic should not supersede developments that have overall positive impacts for the community and its residents. *Id.* These notes and comments by the Commission make it clear that it overwhelmingly supports the completion of the development and its positive impacts over any traffic concerns or improvements. Unfortunately, Armita Plaza will sit vacant if our client is forced to complete the public improvements as currently demanded by the City Engineer.

The cost of the roadway improvements as amended and recommended by the City Engineer now total at least \$320,643.70. *See E.P. Ferris & Associates, Inc. Engineer's Estimate.* Our client attempted to incorporate this expense into the budget and rent for the potential tenants of Armita Plaza, but the significant expense now makes the rent for Armita Plaza above the average rent for similar spaces in the area. Because of the forced increase in rent from the public roadway improvements, potential tenants of Armita Plaza who had previously shown interest in renting have now gone elsewhere in Dublin and Worthington. In fact, when our client attempted to include the cost of the improvements in proposed rents, not a single tenant was interested in occupying Armita Plaza at such high rental rates. Without an amendment to the required roadway improvements, the City runs the risk of having the project completed to its heightened standards for traffic in the City, but with no tenants to support its operation.

This unwanted outcome would be in direct contradiction to the Commission's clearly stated policy that traffic concerns related to this development should not be considered more important than the overall positive impacts that a successful Armita Plaza would bring to the community and its residents. Our client understands that, as the developer, he agreed to pay for the cost of improvements *needed* to develop Armita Plaza, but there is no legal basis for the City to require such significant public improvements that are at best tangentially related to the development. The Commission's own notes state that the traffic on Traditions Way and Lincoln Street will have increased delays whether Armita Plaza was built or not. Further, since our client signed a shared parking agreement with the adjacent owner to the west of Armita Plaza, and has designated Traditions Way as the primary entrance to Armita Plaza, the public roadway improvements are simply a preference rather than a necessity. Rather than pursue any other remedies available to him, our client wants to work with the City of Powell to discuss scaling back or otherwise amending the Plan so that the City, its residents, and the developer can all benefit from a successfully and promptly completed Armita Plaza.

David Betz
March 21, 2018
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Our client requests a meeting with the Department of Development as soon as possible to discuss this situation in more detail and find a workable solution for all parties involved. Thank you for your attention to this matter.

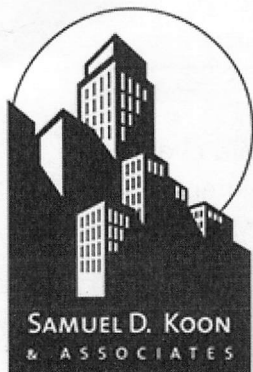
Very truly yours,

A handwritten signature in blue ink, appearing to read "Richard T. Craven", with a stylized flourish at the end.

Richard T. Craven

Enclosures
RTC/ala

Cc: Dr. Ali Khaksar via email



May 22, 2018

141 East Town Street
Suite 310
Columbus, Ohio 43215
614-461-0911
Fax: 614-461-0950

Armita Plaza LLC
c/o Sikora Law LLC (J. Bradford Linville, Esq.)
175 South Third Street, Suite 870
Columbus, Ohio 43215

Re: Armita Plaza
170 West Olentangy Street
Powell, Ohio

Dear Mr. Linville:

Pursuant your request, you have asked us to project income which can be expected to be available to retire a TIF (Tax Increment Financing) bond, based on a proposed 15-year, "Pay As You Go" TIF on the subject, which is Delaware County tax parcel #319-426-02-019-000. According to the Ohio Development Services Agency, a TIF is:

Tax Increment Financing (TIF)

Overview

Tax Increment Financing (TIF) is an economic development mechanism available to local governments in Ohio to finance public infrastructure improvements and, in certain circumstances, residential rehabilitation.

The subject is to be known as Armita Plaza, which is a proposed 21,384 square foot retail property comprised of two, one story buildings, to be constructed on a 2.30 acre site located in the northwest corner of West Olentangy Street and Lincoln Street in the City of Powell, Delaware County, Ohio.

The purpose of this analysis is to consider the portion of real estate taxes to be paid over the 15-year TIF period which will be applied as payment on the TIF bond. A TIF payment is the difference between real estate tax liability on the base value of the property, which is typically land value, established at the start of the TIF and the overall value of the improvements when completed and producing annual tax revenue. The subject tax parcel is located in tax district #24, Powell Corporation, Olentangy Schools.

A property appraisal prepared by Cushman & Wakefield dated June 22, 2016 was prepared for Huntington National Bank for financing purposes with an effective date of June 18, 2016. Value conclusions from this appraisal report were utilized to establish the base or land value (\$875,000) and the prospective value upon stabilization of the improved property (\$6,150,000). At your direction we have relied on this appraisal and the estimated values for the purpose of our calculations. It is our understanding that the proposed improvements will be completed in 2018. Based on information provided to us, which includes various letters of intent and inquiries regarding leasing of the proposed space within the retail property, we anticipate that the property will be completed and stabilized as of January 1, 2019.

The following spreadsheet analysis was prepared in order to consider the portion of the real estates which would apply to payment of the TIF annually over the 15-year period. In addition to the values established as part of the previously noted appraisal report, the following assumptions were applied in the spreadsheet analysis.

Assumptions:

1. The effective tax rate for district #24 for the 2017 tax year (payable in 2018) is 79.9700 and will be applied in our analysis. Given an assessment rate of 35% and assessed value per \$1,000 of market value, the percentage tax rate is 2.80% of market value.
2. We will apply an annual increase of 2% to the percentage tax rate.
3. Given sexennial reappraisals in Delaware County, the value of the improvements will be increased by 2% per year, recognized in Years 7 and 13 of our analysis.

Armita Plaza (Tax District #24, Powell Corp, Olentangy Schools)					
<i>"Pay As You Go" TIF</i>					
Year	Land	Improvement	Real Estate Taxes		TIF
	Value (Base)	Value	Base Value	Improved Value	Payment
1	\$875,000	\$6,150,000	\$24,491	\$172,135	\$147,645
2	\$875,000	\$6,150,000	\$24,981	\$175,578	\$150,598
3	\$875,000	\$6,150,000	\$25,470	\$179,021	\$153,550
4	\$875,000	\$6,150,000	\$25,960	\$182,464	\$156,503
5	\$875,000	\$6,150,000	\$26,450	\$185,906	\$159,456
6	\$875,000	\$6,150,000	\$26,940	\$189,349	\$162,409
7	\$875,000	\$6,888,000	\$27,430	\$215,927	\$188,497
8	\$875,000	\$6,888,000	\$27,920	\$219,783	\$191,863
9	\$875,000	\$6,888,000	\$28,409	\$223,638	\$195,229
10	\$875,000	\$6,888,000	\$28,899	\$227,494	\$198,595
11	\$875,000	\$6,888,000	\$29,389	\$231,350	\$201,961
12	\$875,000	\$6,888,000	\$29,879	\$235,206	\$205,327
13	\$875,000	\$7,714,560	\$30,369	\$267,749	\$237,380
14	\$875,000	\$7,714,560	\$30,858	\$272,068	\$241,209
15	\$875,000	\$7,714,560	\$31,348	\$276,386	\$245,038
			\$418,793	\$3,254,054	\$2,835,261

Assumptions:

- 1 Land Value (Base) and Improvement Value are based on appraised values from the Cushman & Wakefield report dated June 22, 2016 with an effective date of June 18, 2016.
- 2 Improvement Value is increased in Year 7 and Year 13 by 2% annually, concurring with Delaware County sexennial reappraisals.
- 3 Real Estate Tax Percentage Rate is increased by 2% annually.

Real Estate Tax Rate:

Effective Tax Rate:	79.9700 as of January 1, 2017
x Assessment Rate	35%
/ \$1000 of Assessed Value	1000
Percentage Tax Rate	2.80%
Annual Increase	2%

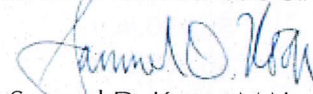
In the spreadsheet analysis, the difference between real estate tax liability on the base value, which remains constant over the 15-year period, and the real estate tax liability on the value of the improvements in a particular year provides an indication of the annual payment which would be applied against the TIF bond. Thus, based on our analysis and the assumptions noted previously, the total payments applied toward the proposed TIF from real estate tax payments would be \$2,835,261 over the 15-year period.

Thank you for this opportunity to be of service. Should you have any questions, please do not hesitate to contact us.


Respectfully submitted,

SAMUEL D. KOON & ASSOCIATES, LTD.

By:


Samuel D. Koon, MAI

By:

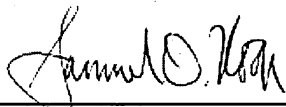

Michael S. Hilbert, Senior Appraiser

SDK/MSH/ejc
Enclosures

CERTIFICATION

We certify that to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Samuel D. Koon, MAI, and Michael S. Hilbert did not make a personal inspection of the property that is the subject. (The visual inspection performed was not intended to function as an inspection of the structural soundness of the site or improvements and was not intended to provide any warranty as to, or guarantee of, the condition of the property and improvements. It is not intended to function as a complete property inspection, as is commonly performed by a property inspector or engineer, and should not be considered as such.)
- No one provided significant real property appraisal assistance to the person(s) signing this certification.
- As of the date of this report, Samuel D. Koon, MAI, has completed the continuing education program of the Appraisal Institute.
- Samuel D. Koon, MAI, and Michael S. Hilbert have not performed real estate services, as an appraiser or in any other capacity, with respect to the subject within the past three years.



Samuel D. Koon, MAI
Ohio Certified General Appraiser #383599



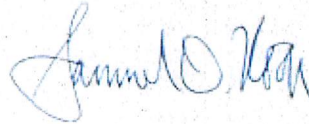
Michael S. Hilbert, Senior Appraiser
Ohio Certified General Appraiser #2007006295

ADDENDUM

APPRAISER DISCLOSURE STATEMENT

In compliance with Ohio Revised Code Section 4763.12(C)

1. Name of Appraiser: Samuel D. Koon
2. Class of Certification/Licensure: Certified General
Certification/Licensure Number: 383599
3. This report is within the scope of my Certification or Licensure
4. This service is provided by a disinterested and unbiased third party.
5. Signature of person preparing and reporting the appraisal:



Samuel D. Koon, MAI

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

APPRAISER DISCLOSURE STATEMENT

In compliance with Ohio Revised Code Section 4763.12(C)

1. Name of Appraiser: Michael S. Hilbert
2. Class of Certification/Licensure: Certified General
Certification/Licensure Number: 2007006295
3. This report is within the scope of my Certification or Licensure
4. This service is provided by a disinterested and unbiased third party.
5. Signature of person preparing and reporting the appraisal:



Michael S. Hilbert

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

**STATE OF OHIO
DIVISION OF REAL ESTATE
AND PROFESSIONAL LICENSING**

**AN APPRAISER LICENSE/CERTIFICATE
has been issued under ORC Chapter 4763 to:**

NAME: Samuel D Koon

LIC/CERT NUMBER: 000383599

LIC LEVEL: Certified General Real Estate Appraiser

CURRENT ISSUE DATE: 12/20/2017

EXPIRATION DATE: 12/27/2018

USPAP DUE DATE: 12/27/2018

**STATE OF OHIO
DIVISION OF REAL ESTATE
AND PROFESSIONAL LICENSING**

**AN APPRAISER LICENSE/CERTIFICATE
has been issued under ORC Chapter 4763 to:**

NAME: Michael S Hilbert
LIC/CERT NUMBER: 2007006295
LIC LEVEL: Certified General Real Estate Appraiser
CURRENT ISSUE DATE: 08/30/2017
EXPIRATION DATE: 09/09/2018
USPAP DUE DATE: 09/09/2019

QUALIFICATIONS OF SAMUEL D. KOON

- President of Samuel D. Koon & Associates, Ltd., Real Estate Consultants and Appraisers. Work scope includes appraisals, feasibility studies and consulting services for lending institutions and private clients throughout the Columbus metropolitan area and the Midwestern United States.

Educational Background:

- Bachelor of Science Degree in Real Estate and Finance, The Ohio State University, 1977.
- Master of Business Administration Degree with a Real Estate Major, The Ohio State University, 1983.
- Completed credit requirements for Courses 101, 201, and R2 sponsored by the Society of Real Estate Appraisers.
- Completed credit requirements for Courses 1A, 1B, 2A, 2B, 6, 8 and Standard of Professional practice sponsored by the American Institute of Real Estate Appraisers.
- Completed credit requirements for Courses 503 and 22L sponsored by the Real Estate Securities and Syndication Institute.
- Continuing Education in Real Estate Appraisal, Appraisal Institute, Fundamentals of Separating Real Property, Personal Property, and Intangible Business Assets

Real Estate Experience:

- Involved in the marketing of multifamily, commercial and industrial properties
- Fee appraiser since December 1976
- Instructor, Real Estate Appraisal, Capital University
- Instructor, Real Estate Development, The Ohio State University

Types of Properties Appraised:

- | | |
|------------------------------|------------------------------|
| • Residential | • Office Buildings |
| • Apartments | • Medical Office Buildings |
| • Subdivisions | • Warehouses |
| • Potential Development Land | • Farms |
| • Shopping Centers | • Golf Courses |
| • Nursing Homes | • Hospitals |
| • Manufacturing Plants | • Restaurants |
| • Special Purpose Properties | • Subsidized Housing |
| • Hotels | • Ambulatory Surgery Centers |
| • Automobile Dealerships | |

Professional Affiliations:

- Member, The Appraisal Institute, MAI Designation
- President, Columbus Chapter of the Appraisal Institute, 1991
- Broker Member, Columbus Board of Realtors
- Graduate of the Realtors' Institute, Ohio Association of Realtors
- Member, Society of Real Estate Appraisers' Young Advisory Council, 1982, 1983, 1984

QUALIFICATIONS OF MICHAEL S. HILBERT

- Independent fee appraiser with Samuel D. Koon & Associates, Ltd., Real Estate Consultants and Appraisers since 1998. Work scope includes appraisals, feasibility studies and consulting services for lending institutions, private clients throughout the Columbus metropolitan area and the Midwestern United States.

Educational Background:

- Bachelor of Arts Degree, Majoring in Accounting and Business Administration, Ohio Dominican College, 1981
- Completed basic appraisal courses sponsored by Hondros College
- Completed credit requirements for Course 310 sponsored by The Appraisal Institute
- Completed credit requirements for Course 510 sponsored by The Appraisal Institute
- Completed course on Subdivision Analysis sponsored by The Appraisal Institute

Types of Properties Appraised

- | | |
|----------------------------|--|
| • Single Family Residences | • Multi-Family Dwellings |
| • Subdivisions | • Manufacturing Facilities |
| • Vacant Land | • Mobile Home Parks |
| • Automobile Dealerships | • Nursing/Assisted/Independent Living Facilities |
| • Banks | • Office/Retail Buildings |
| • Bowling Centers | • Office/Warehouse Buildings |
| • Camping Facilities | • Office Buildings |
| • Church Facilities | • Retail Properties |
| • Day Care Facilities | • Special Purpose Facilities |
| • Funeral Homes | • Veterinary Clinics |
| • Golf Courses | |

Professional Affiliations

- Participant, Appraisal Institute, Leadership Development & Advisory Council, 2003-05
- Licensed Sales Agent, State of Ohio
- Member Columbus Board of Realtors
- Non-Practicing Certified Public Accountant



Thompson Excavation Ltd.
6182 Winchester Rd.
Carroll, OH 43112
740-756-7256
740-756-7965 - fax

Chris Weible
Operations Manager
614-604-4351

Project: Armita Plaza Road Widening

Line	Item	Description	Price
1	General Conditions / Mobilization		\$ 20,778.99
2	Demo Drives/Walks/Pavement		\$ 20,112.66
3	Maintenance of Traffic		\$ 8,829.25
4	Erosion Control (Silt fence, dandy bags, beaver dams)		\$ 4,336.24
5	Excavation/Embankment (Stripping, Cut/Fills, Export, Topsoil Import and Grading)		\$ 47,653.00
6	Storm Sewer		\$ 105,839.60
7	Concrete Curbs		\$ 41,380.69
8	ROW Concrete (Excluded)		\$ -
9	Pavement Aggregate Base and Temporary Wedging	} paving + Asphalt }	\$ 32,142.58
10	Pavement and Striping		\$ 142,948.16
Total			\$ 424,021.17

- Line 9 + 10 for pavement + Asphalt for
total of \$ 175,090. $\frac{74}{100}$

- Line 1 thru 8 for storm water management
portion of project for \$ 248,930. $\frac{43}{100}$

Bid Total \$ 424,021.17

RE: Armita Plaza

Doug Tenenbaum

Tue 9/12/2017 12:16 PM

To: 'Dr. Khaksar' <zelzeleh2@hotmail.com>;

Hi Dr K.,

We have had some recent inquiries from users and agents from/for:

- Jeweler
- New York Style Diner
- National Salon Franchise – seeing 5,000 SF – they went by the space last week on a tour of potential locations and am waiting to hear back from the owner
- Asian Restaurant Concept
- Recruiter Sales Office User

Some of the retailer that we have reached out to since we last communicated are:

- Cameron Mitchell
- Pies & Pints – owner indicated: I live in Powell and will reach out to you should we have an interest in pursuing this location.
- Salon Lofts
- Local Cantina – Their agent checked back with me at the end of June to see if its still available. I've stayed in regular contact and he told me yesterday that he is meeting with the owner on Thursday this week to see if its something that they might want to come back to—before they had too many other sites in the works
- Orange Theory
- Snap Fitness
- Go Fitness
- Beyond Limits
- Metro Fitness
- Buckeye Fitness
- Studio Elements

- Planet Fitness
- The Crest
- Condado Taco
- Rusty Bucket
- La Chatelaine French Bakery
- Sunny Street Café
- Mimi's Café
- The Wine Bistro
- Mezzo
- Mad Greek
- Anna's Greek Cuisine
- New Taj Mahal
- Aab Indian
- J Gilberts
- House of Japan
- Noodles & Company
- Old Bag of Nails
- Fazoli's
- Cycle Bar
- Roll Bike Shop
- Core Yoga
- Charles Penzones Grand Salon
- Massage Envy
- Aveda
- Cookie Cutter Haircuts for Kids
- Kenneth's Hair Salons & Day Spas

We are also compiling a list of dentists, orthodontists and medical users as well to target.

Also, I forgot to mention/ask that I noticed that the sign has the calls going to you now?


Doug Tenenbaum, Senior Partner
HER Realtors Commercial Real Estate Services
583 S. 3rd Street, Columbus, OH 43215
614-554-4408 Mobile 614-635-1369 Fax
tenenbaumrealestate@gmail.com
<http://www.herrealtors.com/DouglasTenenbaum>

Armita Plaza - Jeweler

Doug Tenenbaum

Thu 9/28/2017 2:47 PM

To: Ali Khaksarfard DDS <zelzeleh2@hotmail.com>;

 1 attachments (262 KB)

Site Plan showing Units.pdf;

Dr K.,

Hope all is well. I've had some dialogue with Koulian Jewelers over the past month and he just circled back indicating that he has interest in pursuing approximately 2,200 SF and wants to be along W Olentangy St.

He indicated that he would be interested in one of the corners (Tenant Units E, F, G of Lease Space "A" or Tenant Units A, B of Lease Space "B").

See attached unit site plan and let me know your thoughts as to whether you would consider him for a space along W Olentangy St.

Best regards,

Doug Tenenbaum, Senior Partner
HER Realtors Commercial Real Estate Services
583 S. 3rd Street, Columbus, OH 43215
614-554-4408 Mobile 614-635-1369 Fax
tenenbaumrealestate@gmail.com
<http://www.herrealtors.com/DouglasTenenbaum>



3/27/2018

Mail - zelzeleh2@hotmail.com

From: Kellie.Ison@bmwfs.com <Kellie.Ison@bmwfs.com>

Sent: Monday, March 26, 2018 1:40 PM

To: Roya_Ghodsai@hotmail.com

Cc: Kellie.Ison@bmwfs.com

Subject: RE: LoopNet Lead for 170 W Olentangy St

Monte Carlo restaurant.

Hi Roya,

Thanks for showing us the plaza Saturday. It was nice meeting you and your daughter. The plaza will be very nice. We are interested in possibly a front restaurant space but also like the space in the back corner with the courtyard. If you could send me the information on the build out and if they are offering any additional allowance for the build out would be great. Also, for the cost per square feet and operating cost please. We are interested in about 2,500 sq feet of space.

Thanks again,
Kellie

From: Roya Ghodsai [mailto:Roya_Ghodsai@hotmail.com]

Sent: Friday, March 23, 2018 8:26 PM

To: Ison Kellie, SF2-S-OG <Kellie.Ison@bmwfs.com>

Subject: Re: LoopNet Lead for 170 W Olentangy St

Ok Great

Roya Ghodsai
Realtor & Real Estate Advisor
RE/MAX Town Center



2795 Culver Ave, Kettering OH 45429
1.800.465.9910

LETTER OF INTENT TO LEASE

August 11, 2016

Re: Armita Plaza, Powell, OH

Dear Doug:

Rapid Fired Pizza is willing to enter into negotiations with you in connection with a potential lease of the above referenced premises. This non-binding Letter of Intent summarizes the principal terms and conditions upon which we would consider entering into a formal lease agreement.

Tenant: Approved and Properly Trained Franchisee of Rapid Fired Pizza

Landlord Entity: Armita Plaza LLC

Property: Armita Plaza, Powell, OH

Size: Consisting of approximately 2320 sf of the SE building endcap; or other mutually agreed upon location within the Center with frontage along W. Olentangy. Landlord has a bar and grill concept looking to potentially take the 5,600 SF building at the southeast corner of the center. Will solidify which space with them and with you asap.

Term: Ten years

Options to Renew: Three (3) - five (5) year periods, each exercised upon three months' written notice prior to the expiration of the then current period of the Term.

Commencement: Base and additional Rent shall commence 90 after delivery of Tenant's space with Landlord's work completed, or upon Tenant opening for business, whichever comes first.

Base Rent: \$26.00 psf for years 1-5 of the initial term, \$28.60 for years 6-10 of the initial term.

First Option Rent: \$31.46 psf

Second Option Rent: \$34.61 psf

Third Option Rent: \$38.07 psf

Use: Tenant shall have the right to use the Premises for the purpose of operating a Rapid Fired Pizza® eat-in/take-out/delivery restaurant engaged in the sale of pizza, salads, pasta, cookies, desserts and related items including beer and wine other products sold in Rapid Fired Pizza® restaurants now and in the future and other ancillary purposes associated therewith. The Premises shall include an adjacent outdoor eating area at no additional charge to Tenant.

Exclusive: Tenant shall have the exclusive right in the Landlord's shopping center or other centers where Landlord entity has an ownership interest in a 1 mile radius of which the Premises is a part to engage in the primary business of the sale of pizza.

Additional Rent: Tenant shall pay its pro rata share (based upon the actual gross leaseable area of the Shopping Center) of the Common Area Maintenance, Taxes and Insurance costs. The estimate for the Common Area Maintenance, Real Estate Taxes and Insurance costs for the first lease year shall be \$6.00 _____ per square foot per annum and shall be subject to an annual increase cap of five percent (5%) per annum on controllable expenses, on a non-cumulative basis. Landlord shall maintain the roof, foundation, and other structural items at Landlord's sole expense. Common Area Maintenance costs shall not include, capital expenditures, and capital repairs and replacements. In the event of any dispute as to whether an item represents an expense or a capital item, generally accepted accounting principles shall be determinative and binding on the parties. Tenant shall have the right to receive from Landlord within thirty (30) days of requesting same, supporting

documentation evidencing that the Common Area Maintenance costs are correct (including, without limitation, Landlord's general ledger and third party invoices), and, once annually, Tenant and its duly authorized representatives shall have the right to audit Landlord's books and records relating to Common Area Maintenance costs.

Landlord's Work:

Landlord will deliver Premises in accordance with the Landlord's work Exhibit "A" attached.

Tenant Improvement Allowance:

\$20.00 psf. Landlord agrees to provide Tenant an improvement allowance to be amortized and repaid over 60 months as additional TI Rent.

Assignment and Subletting:

Tenant will be permitted to assign the lease or sublet the Premises in accordance with the following language:

Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld.

Notwithstanding anything to the contrary, the consent of Landlord shall not be required for any subletting to a licensed and properly trained franchisee of Rapid Fired Pizza, or its assigns, provided the guarantor(s) shall be of comparable financial strength (ii) for any assignment, subletting or transfer to a "Related Entity" (as herein below defined), or (iii) for any assignment or transfer in connection with a merger, reorganization, or sale of all or substantially all of the assets of Tenant to any other person or entity. "Related Entity" shall mean any person, trust, corporation, partnership, venture or other entity which, directly or indirectly, controls, or is controlled by, or is also controlled by the same entity having a controlling interest in Tenant. In addition, any sale, issuance or other transfer whatsoever by Tenant (or any other person or entity) of Tenant's stock (whether in public offering, or subsequent thereto, or pursuant to a private placement or other similar transaction, or subsequent thereto, or in any other transaction) shall not require Landlord's consent or be otherwise restricted or prohibited.

Required Franchise

Agreement Language:

Landlord acknowledges that Tenant (the "Franchisee") has entered into a franchise agreement (the "Franchise Agreement") with Rapid Fired Pizza Franchising, LLC as franchisor ("Rapid Fired Pizza Franchising"), for the operation on the premises of a Rapid Fired Pizza® restaurant. Landlord further agrees that, should Tenant default under the terms of the Lease, Landlord will, before terminating the Lease, provide written notice of Tenant's default to Rapid Fired Pizza Franchising at 2795 Culver Ave, Kettering, OH 45429, or such other address as Rapid Fired Pizza Franchising provides in writing to Landlord and provide Franchisor 15 days to cure and the option to assume the Lease. Upon Rapid Fired Pizza Franchising's notice to Landlord that the Franchise Agreement has terminated, or upon termination of the Lease, Tenant or Landlord shall immediately remove all signs and materials bearing the name "Rapid Fired Pizza" Mark and other related marks and logos and provide Franchisor the option to do the same.

Security Deposit:

One month's base rent

Signage:

Tenant signage is attached in Exhibit "B" and Tenant shall be permitted to install the maximum amount of signage allowable by local code, but in no event with a letter height less than 36" on both the front and rear of the building. Tenant will also be allowed to place professional signs in the windows and interior of the Premises. Signage shall confirm to local code and as prescribed per the approved development plan.

Pylon Sign:

Should a pylon or monument sign be installed on property, Tenant shall have the right to a prorated signage on said sign. Tenant shall be responsible for the cost to letter said panel. Not applicable as no pylon signage will be available.

Outdoor Patio:

Landlord shall provide an outside patio for Tenant's exclusive use without additional charge, subject to municipal approval. Tenant shall be responsible for maintaining said patio.

Commission:

Landlord will pay all real estate commissions payable to Equity Inc. in the amount of 3% of the base rent amount upon lease execution.

Turnover Date:

No later than ~~240~~180 days after permits to start construction have been issued. ~~Lease execution.~~ It is the Landlord's intention for construction to start by Mid October 2016 with delivery anticipated to be by the end of June 2017. ~~If Landlord is unable to deliver the Premises with 30 days of such date, Tenant shall be given two (2) days of free rent for each day delay and if the Premises cannot be delivered within thirty (30) days Tenant shall further have the right to terminate the Lease upon thirty (30) days' written notice to Landlord.~~

Lease Form:
Self-help:

Landlord's Lease Form

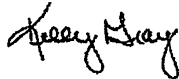
If the Landlord shall fail, refuse or neglects to comply with Landlord's obligations in accordance with the terms of the Lease, or if Tenant is required to make any repairs by reason of any act, omission or negligence of the Landlord or its employees or agents, Tenant shall have the right, following thirty (30) days written notice to the Landlord to make such repairs on behalf of and for the account of the Landlord who shall pay same within thirty (30) days from receipt of an invoice regarding same or if no payment is made, Tenant may deduct the cost and expense thereof plus interest at the rate of four percent (4%) above the prime rate (as published in the Wall Street Journal), against monthly installments of Base Rent and additional rent until fully recouped.

Landlord's Lien
Waiver:

Landlord agrees to waive any lien or security interest it may have, by law or otherwise, in or upon Tenant's business, fixtures, furnishings, equipment, stock-in-trade, leasehold improvements or personal property.

This Letter of Intent shall not be deemed an offer or agreement to lease the Premises, and is not intended to create, nor will any acceptance of this Letter of Intent create, any legal rights whatsoever. This Letter of Intent remains subject to withdrawal and modification, at any time, by either party, without cause, and there shall be no legal obligation with respect thereto unless and until the parties execute and deliver a formal lease agreement. No reliance, performance, change, or loss of position, or other action or expectation now or hereafter made or incurred and based upon this Letter of Intent, whether or not at the request or urging of the other party, shall be deemed to create any obligation or agreement of any type. Landlord must countersign this Letter of Intent within ten (10) business days from the date hereof or this offer shall automatically be revoked.

Sincerely,



Kelly Gray, CCIM
Equity, Inc
Agent for Rapid Fired Pizza

AGREED AND ACCEPTED THIS _____ DAY OF _____, 2016.

LANDLORD:

By: _____
Name: _____
Title: _____
Company: _____

Exhibit "A"

**White Box Work Letter
Landlord Contributions**

**Any work above and beyond a white vanilla box shall be
amortized and repaid over the first 60 months of the lease term**

1. One ton of HVAC per 200 square feet with programmable thermostat.
2. Two 7 foot by 7 foot or equivalent ADA compliant restroom. No finish wall coverings or flooring needed. Preferred 6'8" by 36 inch steel frame wood door, with privacy lever.
3. Credit for 2x4 acoustic ceiling AFF
4. Landlord to provide the appropriate fire rated demising walls for the finished space as per local building code. Such walls shall insure tenant's space to be free from odors and contaminates from adjacent tenant spaces and storerooms.
5. Finished floor ready for Tenant finishes
6. Perimeter walls finished to a paint ready condition.
7. One 200 amps or higher 3 phase electric panel with 72 slots (prefer 225 amps) One 50 gallon water heater or credit for same.

RE/MAX Town Center

4215 Worth Avenue, Suite 230
Columbus, Ohio 43219

From: Mrs. Turbos Cookies and coffee Shop
To: Armita Plaza

Re: Lease Proposal |170 W Olentangy St, Powell, OH
Lease Space A: Tenant spaces F & G

Dear Landlord,

We are interested in leasing the property located at 170 W Olentangy St in Powell, OH.
We are aware that this building is currently under construction and it will be ready in summer of 2018.

TENANT/GUARANTOR: 0

BUILDING/LOCATION: Unit # (to be determine) 170 W Olentangy St, Powell, OH

SIZE OF PREMISES: Approximately 1300 Sq. Ft as noted by the tenant.

The design provided by the tenant's Architect for landlords and City of Powell's final approval.
Preferred location is the Lease Space A, tenant spaces F&G.

If preferred location is unavailable, then a second choice would be Lease Space A, tenant space B.

TERM:

- 1-Five years lease, at \$16.00 per sf and additional \$7.00 per sf for estimated cam charges.
- 2-Tenant has the option to renew their lease for an additional two five years term agreeable by all parties.
- 3- Landlord and landlord's contractor to provide tenant with all the necessary information about the building and building code during tenant's construction.
- 4- Tenant to have four months of free rent after opening of the center.
- 5- Tenant will have the exclusive right to operate as bakery in Armita Plaza. Items included to be sold are attached on Amendment A.

TAXES, INS. & CAM CHARGES:

This will be a NNN lease: Currently estimated at \$7 per square foot. Landlord to provide tenant with detail break down of all NNN expenses at the end of each year.

SECURITY DEPOSIT: One Month's rent & NNN charges

LEASE COMMENCEMENT: Upon Lease execution

POSSESSION DATE: Upon the completion of Landlord's work. Tenant's GC and Project manager shall be allowed access to start tenant work in February 2018. Tenant's GC will coordinate with Landlord's GC on timing, etc.

RENT COMMENCEMENT: 4 months after opening date of the Plaza.

LANDLORD'S WORK: Landlord shall deliver the space as Vanilla Box to tenant with exceptions noted below for TIA.

Landlord shall install bathrooms and mop sink in accordance with the appropriate codes and in coordination with tenant's GC and architect designs.

Landlord shall install at least one set of double doors in tenant location.

Landlord's GC will work with tenant GC to ensure all necessary HVAC, electrical and plumbing "rough" is in place at the designated unit.

UTILITIES: Tenant shall pay for all utilities belonging to the tenant.

SIGNAGE: Tenant will follow Landlord's and the City of Powell sign guidelines.

FINANCIALS: To be provided by the tenant within 15 days after acceptance and signed and agreed proposal by all parties.

REAL ESTATE BROKERS: There are no other real-estate company involved in this transaction except Gilbert Group and Re/Max Town Center (Roya Ghodsi Realtor). Please note that this proposal should in no way be considered an offer. This is merely a proposal to enter into a mutually acceptable lease, the terms of which shall be negotiated between the parties. After completing this proposal form, please indicate your consent to continue negotiations toward a lease by signing below and returning this to Roya Ghodsi Realtor at Re/Max Town center.

Holly Schaffner
(Tenant)

(Landlord)

Holly Schaffner
Print Name Date

**Amendment A for
Letter of Intent for Mrs. Turbo's Cookies 11.28.17**

Product or Service

The Gourmet Cookie Selection includes the following:

- **Signature Dark Chocolate Chunk cookie:** Our most popular cookie. Thick and chewy made with dark chocolate chunks. One taste and you are hooked.
- **Salted Caramel Chocolate Chunk cookie:** This cookie has salted caramel, caramel bits, chocolate chunks and is topped with organic pink Himalayan sea salt.
- **Oatmeal Dark Chocolate Chip cookie:** This is a fan favorite and is made with Callbeaut dark chocolate chips. (GF)
- **Butterscotch Spice:** This cookie is Better than a Scotchie! Made with butterscotch and a selection of spices, it's a crowd pleaser!! (GF)
- **Oatmeal Raisin cookies:** This Oatmeal cookie cousin has the raisins you have been looking for. A blend of 6 spices, raisins and flax make this cookie simply divine. This cookie can be ordered with out raisins as well. (GF)
- **Red Velvet Cookie:** Amazing red and chocolate cookie with white chocolate chips.
- **Peanut Butter Reese Cup:** Creamy and smooth this peanut butter cookie is packed with flavor and only needs a cold glass of milk!
Peanut Butter Chocolate Chip: This oatmeal cookie has peanut butter, peanut butter chips and mini Callbeaut chips.
- **Death by Dark Chocolate cookie:** A hugely popular cookie and customer favorite this fudgy goodness made with Callbeaut, Ghirardelli and Rodelle dark chocolates.
- **Cinnamony Snickerdoodle cookie:** This cookie is the perfect balance of cinnamon and sugar combined to make the most absolutely delicious snickerdoodle.
- **Protein Packed Oatmeal cookie:** This delicious cookie is great as a breakfast on the go or with your favorite morning beverage. At 2.5 ounces the cookie packs a whopping 13 grams of whey protein isolate.

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Tenant shall pay its proportionate share of taxes, insurance and common area maintenance ("CAM") for the Shopping Center. CAM shall not include, among other items, capital expenditures or any amortization thereof, costs of remediating hazardous substances, loan payments, or expenses for promotional or marketing activities related to the Shopping Center. CAM,

LETTER OF INTENT

excluding all non-controllable costs (including snow removal and common area utilities), shall not increase by more than three percent (3%) per year on a non-cumulative basis. Landlord shall cap its administration fee at a maximum of five percent (5%) of CAM, exclusive of taxes and insurance. Tenant's proportionate share of taxes, insurance and CAM will not exceed \$_____ for the first year of the lease. Landlord to provide a breakdown of additional rent costs.

Use:

Tenant shall use the Premises for the operation of salon studios operated by salon, spa and beauty practitioners who license or sublease space from Tenant for beauty-related services and the retail sale for on and off premises use of beauty and related products and for general office use incidental to the foregoing.

Exclusivity:

Throughout the Initial Term and any Option Term, Landlord shall not enter into a lease with or permit any other tenant or occupant to operate as salon studio concept within the shopping center.

Go Dark/Landlord Recapture:

Tenant is not obligated to continuously operate during the term of the lease. However, if Tenant goes dark in excess of 60 consecutive days Landlord may recapture the Premises and terminate the lease.

Condition of Premises:

Premises to be delivered to Tenant in a shell condition with utilities delivered to the space (location as agreed) as described in the scope of work attached hereto – Landlord to provide scope of work

Rent Commencement Date:

The earlier to occur of: (a) 180 days following the later to occur of (i) the date that Tenant satisfies or waives its lease contingencies, or (ii) the date that Landlord delivers possession of the Premises with Landlord's Work, if any, complete; or (b) the date Tenant opens for business to the public in the Premises.

Possession Date:

The Possession Date is the day that Landlord delivers the Premises to Tenant within 2 business days following the date that Tenant satisfies or waives its lease contingencies. Landlord shall deliver the Premises to Tenant on or before November, 1, 2017 (the "Delivery Date"). If Landlord fails to deliver the Premises by the date above, Tenant shall receive [2] days of abated rent for every day of delinquency, and if Landlord fails to deliver the Premises by January 2, 2018, Tenant may terminate the lease, continue to receive abated rent, or complete Landlord's Work and deduct the costs thereof from Rent.

Security Deposit:

None.

LETTER OF INTENT

Assignment/Subletting:

Tenant may assign the Lease or sublet the Premises without Landlord's consent to any Sola Salon franchisee, provided that Tenant shall remain liable under the Lease. Landlord's consent for any other assignment of the Lease or subletting of the Premises, if required under the Lease, shall not be unreasonably withheld or delayed. Landlord will provide written notice to Tenant of any default by a subtenant or assignee and permit Tenant the opportunity to cure same.

Tenant will not assign the Lease or sublet the Premises without the prior consent of Landlord, not to be unreasonably withheld, conditioned or delayed; provided, however, that that Tenant may transfer this Lease without the prior written consent of Landlord as long as (a) such transferee's use of the Premises remains substantially the same; and (b) such transferee (i) is an affiliate of Tenant, (ii) is the surviving entity following any merger or consolidation or sale of all or substantially all of Tenant's or an affiliate of Tenant's assets, (iii) is the result of a reorganization or other corporate restructuring of Tenant or an affiliate, or (iv) acquires any or all of the interests of Tenant or an affiliate.

Tenant Improvement Allowance/Landlord's Work:

Tenant to take space in "shell" condition, with a credit received for Landlord's Vanilla Box work plus an additional \$35.00/Sq. Foot to be used for the purpose of offsetting the costs of Tenant's improvements to the Premises herein defined as "Tenant Improvement Allowance." Disbursement of the Tenant Improvement Allowance by Landlord shall be made within 15 business day of Tenant's submission to Landlord, of lien waivers from all contractors, material men and suppliers for labor and materials relating to Tenant's improvements. In the event that Landlord fails to make said payment to Tenant, Tenant shall have the right to offset the amount due it hereunder against Rent until the entire debt, including reasonable interest is fulfilled.

Commented [SAF1]: Dong, let's discuss how you want to deliver

Re-measurement of Premises:

Within sixty (60) days after the Delivery Date, Tenant may, at Tenant's sole cost, have its own architect re-measure the Premises in the presence of Landlord or Landlord's authorized representative to confirm the actual size of the Premises. If, after Tenant's re-measurement the square footage of the Premises, pursuant to such re-measurement is less or more than the square footage stated in the Lease, then the actual square footage shall be deemed the Rentable Square Footage of the Premises for all purposes of the Lease and shall be binding on the parties and all Tenant and Landlord payments shall be adjusted accordingly.

Signage:

Landlord grants permission to Tenant to install standard Sola Salon signs, displaying Tenant's corporate colors and registered and trademarked logos, on and about the premises in accordance with the maximum allowable signage by law/code.

LETTER OF INTENT

Window Signs - Tenant shall be permitted to display signs and promotional items in the windows of the Premises, including neon signs, provided the same are consistent with Franchisor's standards.

Pylon/Monument/Directory Sign - Tenant shall be provided with a panel on any Shopping Center pylon/monument/directory signs, and shall be permitted to install a standard sign approved by Franchisor, including our registered and trademarked logos, on such panel.

Visibility:

Landlord warrants that there will be no obstructions which will impair visibility to Tenant's Premises, signage or store fronts, other than those shown on the site plan, attached hereto as Exhibit "A". This includes but is not limited to buildings, pylon signs, vending machines, berms, landscaping (new or existing), fencing, tent sales, temporary obstructions, etc.

Contingencies:

The Lease will be contingent on Tenant obtaining all licenses, permits and approvals it deems necessary to construct and operate its intended use, including but not limited to Sola Franchise Corporation approval. Tenant's satisfaction with its inspection of the Premises, the Shopping Center, and all other due diligence matters. Tenant obtaining all licenses and permits, including, without limitation, all other licenses and permits necessary to construct and operate its business in the Premises.

Utilities:

All metering, impact, utility and development fees required for Tenant's use shall be at Landlord's sole expense. Landlord, at its sole cost and expense, shall bring all utilities, including electricity, natural gas, sanitary sewer, and water, of the size required and type required by Tenant, to the Premises from the building's central connection point; which shall include any metering, hook-up, connection and tie-in fees, and a water sub-meter.

Maintenance Responsibilities:

Landlord warrants that the building containing the demised premises, including the roof, walls and floor, is structurally sound and in good condition and that there are no environmental issues, including but not limited to asbestos containing materials, and will provide a report if requested. Tenant shall be responsible for normal maintenance and repair of the interior of the Premises and the HVAC exclusively serving the Premises.

LETTER OF INTENT

Landlord will maintain, repair and replace all portions of the Common Areas (including all sidewalks, parking areas and access ways near or around the Premises) and all of the structural elements and exterior surfaces of the Shopping Center and the Premises, including but not limited to the roof, walls, exterior glass, concrete slab, footings, electrical and plumbing exterior to the Premises at Landlord's sole expense.

Tenant shall maintain HVAC systems for the Premises, but replacement of any units will be a Landlord cost.

Tenant will maintain, repair and replace the interior walls, interior ceiling, and doors of the Premises at Tenant's sole expense.

Broker Clause:

Landlord shall pay a real estate commission to State Street Capital Realty, LLC who is acting as Tenant's broker, in the amount of 4%, pursuant to a separate agreement. The commission is to be paid 50% upon lease execution and 50% upon Tenant opening for business.

Tenant Lease Addendum:

Sola Salon Lease Addendum attached hereto as Exhibit "D," shall be incorporated into the Lease.

Confidentiality:

Except to the extent otherwise required by applicable law, all information furnished, or to be furnished, concerning the other party hereto, this letter of intent or the proposed transaction hereunder (collectively, the "Information") will be used solely in connection with each party's evaluation of the proposed transaction hereunder, and will be kept confidential by the receiving party and its officers, directors, employees, representatives, agents, and advisors; provided, however, that any of the Information may be disclosed to such officers, directors, employees, representatives, agents, and advisors of the receiving party as necessary for the consummation of the proposed transaction.

Other:

The terms, covenants, agreements, conditions and undertakings to be contained within the Lease shall be binding upon and shall inure to the benefit of the heirs, successors in interest and assigns of the parties hereto.

ACCEPTANCE:

This Letter Of Intent shall only be valid through Thursday February 16th 2017; after which date it shall become null and void. Both parties acknowledge that these terms will not be binding until a lease agreement is signed by both parties.

LETTER OF INTENT

**LANDLORD AND TENANT ACKNOWLEDGE THAT THIS PROPOSAL IS NOT A LEASE
AND THAT IT IS INTENDED AS THE BASIS FOR THE PREPARATION OF A LEASE BY
LANDLORD.**

Sincerely,

By: Sydney Federer
Its: Representing Agent

Agreed & Accepted:

Tenant:

_____, LLC

By: _____

Its: _____

Dated: _____

Landlord:

By: _____

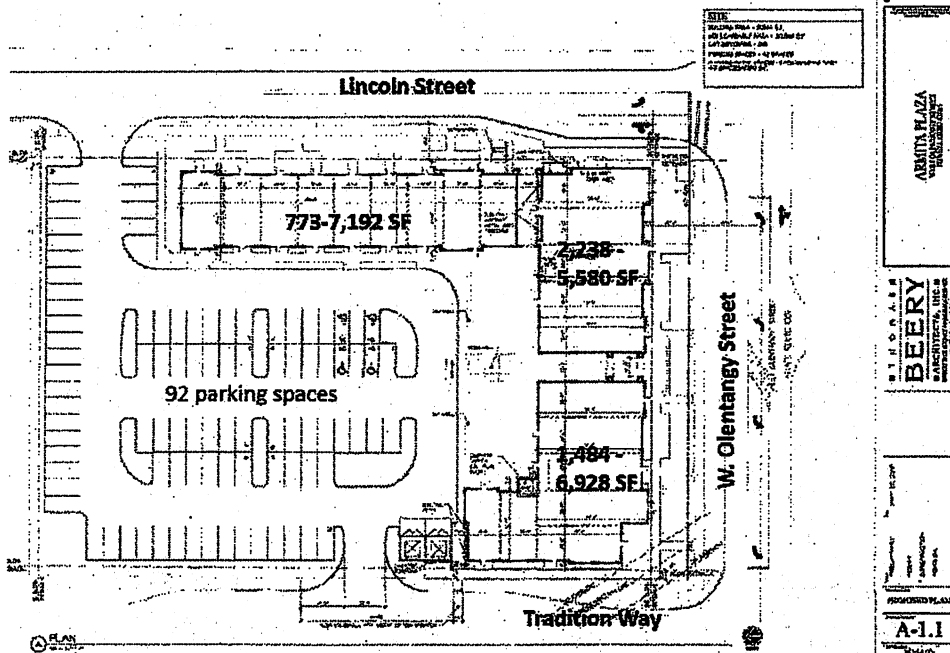
Its: _____

Dated: _____

LETTER OF INTENT

EXHIBIT "A"

SITE PLAN



LEASE PROPOSAL
Tuesday, March 27, 2018
Subject to Landlords Approval

LANDLORD: Garden Plaza LLC
c/o Doug Tenenbaum
614-554-4408
tenenbaumrealestate@gmail.com

TENANT: Local Cantina Powell LLC
DBA : Local Cantina / Old Skool
2735 E 40th
Cleveland, Ohio 44115

CONTACT: Jeff Ungar
C/O LGR Realty
3016 Maryland Ave
Columbus, Ohio 43209
614-238-2010
jungar@lgrrealty.com

USE: The Premises shall be used solely for the operation(s) of a full service, sit-down, restaurant, including the on-premises sale and consumption of alcoholic beverages and permitted "take out".

SIZE: 5600 Sq. Ft. Tenant space as set forth in exhibit "A" Including use of approximately 5600 Sq. In addition to the Premises, Tenant shall be permitted the exclusive use of a patio for their clients outdoor dining. Tenant, at Tenants expense, may provide table, chairs, umbrellas, for outdoor dining.

LOCATION: NWC of Olentangy St and Lincoln St & NEC of W Olentangy St and Traditions Way. Site approx 2.3 acres Powell, Ohio 43065

LEASE TERM: Ten (10) years

RENEWAL OPTION: Two (2) five year options

RENT COMMENCEMENT: Landlord grants Tenant a fixturezation period free of rent or rent related charges for 120 days following substantial completion of Landlord's work, delivery of premises by Landlord and receipt of all Tenants required permits, or for opening for business whichever comes first.

GUARANTEED MINIMUM RENTAL:

Sq.Ft.	Yrs	\$/Sq.Ft	Annual Rent	Monthly Rent
5,600	1-3	\$22.00	\$123,200.00	\$10,266.67
	4-5	\$23.00	\$128,800.00	\$10,733.33
	6-10	\$24.00	\$134,400.00	\$11,200.00
Option 1		\$26.88	\$150,528.00	\$12,544.00
Option 2		\$30.10	\$168,560.00	\$14,046.67

ADDITIONAL RENT:

Payments for CAM, Taxes, and Insurance are estimated at

\$/Sq.Ft	Sq.Ft	Monthly Paymts
\$6.00	5,600	\$2,800.00

CAM:	Full Pro Rata
TAXES:	Full Pro Rata
INSURANCE:	Full Pro Rata

CAM charges shall not increase by more than 3% per year, excluding Taxes and Insurance

TERM COMMENCEMENT:

Provided that the term has commenced, on the *RENT COMMENCEMENT DATE*, if this day is any day other than the first day of the month, then the term shall commence on the first day of the following month.

Payments in the amount of

Base Rent	Addnt Rent	Total
\$10,266.67	\$2,800.00	\$13,066.67

are due monthly.

SECURITY DEPOSIT:

N/A

PERCENTAGE RENT:

N/A

TENANT ALLOWANCE:

N/A

UTILITIES:

Tenant is responsible for utilities furnished to the premises including but not limited to gas, electricity, water, sewer, and trash.

SPECIFICATIONS:

The space will be delivered to Tenant in accordance with "Landlord Work Letter" attached to this proposal.

SIGNAGE:

Exterior signage shall be installed directly over the tenant storefront at Tenant's expense. The graphics shall be subject to the approval and specifications of Landlord and must meet all local governmental codes

BROKER:

Landlord and Tenant acknowledge that LGR Realty, Inc. / Jeffrey Ungar is acting as agent for Tenant in this transaction. Landlord shall pay Tenant's agent a commission which is common and customary in the market and which shall be agreed upon in a separate agreement between Landlord and Tenant's agent.

PERSONAL GUARANTEE:

Local Cantina Powell LLC for the initial 3 years of lease term.

All other terms shall be as agreed to by the parties. Landlord and Lessee acknowledge that this Lease Proposal is a summary, but neither party is bound until each has executed and delivered a formal Lease for the premises. Upon execution by Lessee of this Lease Proposal, Landlord will commence the drafting of a lease document to reflect the items defined in this Lease Proposal as legal and binding. Please sign below to indicate your willingness to proceed with negotiations on the terms outlined herein.

Agreed and accepted this _____ day of August 2016

BY: _____

Title: _____

BY: _____

Jeff Ungar

Title: Agent for LGR Realty, Inc.

LGR Realty, Inc.

3016 Maryland Ave.

Columbus, Ohio 43209

614-238-2010

jungar@plazaproperties.com



May 18, 2018

Roya Chodsi
RE/MAX Town Center
T 614 470 7138 | C 614 286 9950

Re: Proposed lease between _____ ("Landlord") and _____ d/b/a Burn Boot Camp ("Tenant") at Armita Plaza.

Dear Roya:

This Letter of Intent ("LOI") sets forth the framework and provides the basic economic terms and related conditions for a potential lease transaction by and between Landlord and Tenant for the premises described below. This LOI is not intended to be binding on either Landlord or Tenant, but rather outlines the parameters within which Tenant would be interested in finalizing a lease transaction.

LANDLORD :	Please state Landlord entity name						
TENANT :	Burn Boot Camp						
PREMISES :	170 W Olentangy St, Powell, OH 43065 Approx. 4,500 - 6,500 sf in the building on Lincoln St. (square footage and location within building TBD upon architectural review).						
INITIAL TERM :	Ten (10) years and three (3) months.						
OPTIONS :	Tenant shall have two (2) consecutive five (5) year renewal options, exercisable on 6 months' notice, but in no event less than 3 months' notice. Two (2%) percent increases commencing in each option period.						
BASE RENT :	Annual Rent shall be paid on a monthly basis in accordance with the following schedule: <table><tr><td><u>Month's</u></td><td><u>Rent PSF</u></td></tr><tr><td>1-3</td><td>\$0.00</td></tr><tr><td>4-24</td><td>\$14.00</td></tr></table> 2% annual increases starting year 3.	<u>Month's</u>	<u>Rent PSF</u>	1-3	\$0.00	4-24	\$14.00
<u>Month's</u>	<u>Rent PSF</u>						
1-3	\$0.00						
4-24	\$14.00						

OPERATING EXPENSES/NNN:	<p>Tenant shall pay its pro-rata share of Real Estate Taxes, Insurance, and Common Area Maintenance (CAM) (commonly termed "pass-through charges"). Landlord estimates, in good faith, that the total payment for "pass-through charges" during the first lease year will be \$7.00 per square foot per annum.</p> <p>Increases in CAM shall not exceed three percent (3%) per year on a non-cumulative basis. CAM shall not include capital expenditures, reserves, or any repair and maintenance costs associated with any portion of the Leased Premises or any portion of the Shopping Center other than the Common Areas. Tenant's pro-rata share shall be calculated based on the square footage of the Premises and the Project.</p>
POSSESSION DATE:	Tenant to take possession of the Premises "upon completion of Landlord's Work" as defined on attached Exhibit B.
LEASE COMMENCEMENT DATE:	All of the terms and provisions of the Lease shall be effective as of the date of Lease execution with the exception of the obligation to pay Base Rent and Operating Expenses. The initial term of the Lease shall Commence of the date ("Commencement Date") which is thirty (30) days after Landlord delivery of the Premises to Tenant with Landlord Work substantially complete.
LANDLORD WORK/CONDITION OF PREMISES:	<p>Tenant to take possession of the Premises "upon completion of Landlord's Work" as defined on attached Exhibit B.</p> <p>Landlord shall deliver and Tenant shall accept the Premise with all structural, roofing, mechanical, HVAC, electrical and plumbing in good working condition and code compliant.</p>
TENANT IMPROVEMENT ALLOWANCE:	Provided Tenant is not in default under the terms and provisions of the Lease, Landlord shall reimburse Tenant a sum up to <u>\$40.00 psf</u> for leasehold improvements to Tenant's Premises provided Tenant delivers to Landlord copies of all paid invoices for all work and materials, a statement from the Tenant verifying that such work has been fully completed and proof that all material and labor have been paid in full and copies of all necessary lien waivers fully executed by all contractors and subcontractors who have performed any work on the site. Landlord will reimburse Tenant within 30 days of receiving invoices.
RADIUS RESTRICTION:	None.
PERMITTED USE:	Tenant shall use the Premises solely as an instructor led group fitness studio. There is a child supervision component while "moms" are working out. There is an ancillary use of individual and group consulting along with the sale of nutritional supplements and the retail sale of apparel and accessories. Landlord acknowledges that Tenant's use will involve music, cheering and other noises typical of a fitness concepts. Such primary use shall be exclusive to the Tenant. Tenant shall also be

	permitted to use designated exterior common areas of the property for group exercise without the use of music or speakers.
TENANTS SIGNAGE :	<p>Landlord shall permit Tenant to install the maximum signage allowed by the city. In addition, Tenant shall have the right to place signage on all existing monument and pole signs. All signage will be subject to Landlords prior written approval, which will not be unreasonably withheld. (See Exhibit C)</p> <p>Tenant shall have the right to place marketing materials on the Premises and Shopping Center to advertise "coming soon", "grand opening" during construction and initial opening phases of business. In addition, Tenant shall be permitted to conduct pre-sales and memberships in a mutually agreed upon location within the shopping center prior to opening for a period of up to twelve weeks prior and four weeks after opening along with promotions throughout the year.</p>
PARKING :	No restrictions on street parking will be implemented by Landlord provided Tenant complies with the lawful requirements of governmental authorities. Tenant shall have the right to four (4) reserved spaces. Please State Parking Ratio.
SECURITY DEPOSIT:	An amount equal to the last month's base rent for Security Deposit and first months pre-paid base rent to be paid to Landlord upon Lease execution.
MAINTENANCE :	Landlord shall be responsible for maintaining in good repair (including making replacements as necessary) the roof, HVAC, structure and exterior portions of the Premises, including the common areas. Landlord shall additionally maintain, repair, and replace any mechanical equipment which serves the Premises, as well as any utility lines which are concealed, or which are not located within and exclusively serve the Premises.
EXCLUSIVE :	Landlord agrees that from the date of execution of the Lease through the end of the term of the Lease and the option period(s) if exercised, Landlord will not execute a Lease in the project with another tenant whose business activities include instructor led group cardio workout, ballet barre, personal training, or any gym of similar nature.

UTILITIES:	Tenant's Premises shall be separately metered for utilities and Tenant shall be responsible to pay the cost of all utilities used inside the Premises. All utilities to be delivered in good working order.
ASSIGN/SUBLET:	Ability to assign/sublet with Landlord's consent. Such consent shall not be unreasonable withheld.
RELOCATION :	Landlord will not have the right to relocate Tenant any time during the Term of the Lease.
ZONING:	Landlord confirms the Premises are properly zoned for a Burn Boot Camp.
WARRANTY OF PREMISES:	Landlord represents and warrants that the building and Premises shall be in compliance with all laws, rules, codes and ordinances including but not limited to, building electrical, plumbing, fire/life safety, accessibility and ADA regulations. Landlord warrants that there shall be no hazardous materials located on, in or under the Premises.
BROKERAGE:	Tenant's exclusive agent in this transaction is Fischer & Company. ("Fischer" or "Tenant's Broker"). The Landlord, upon final execution of a Lease Agreement will pay Fischer a market commission of four percent (4%) for the Lease Term based on the total base rental amount. These terms will be included in the formal lease agreement prior to Tenant's execution.
CONDITIONS :	Tenant's obligations under this Lease will be conditioned upon: (a) the Premises being properly zoned for Tenant's intended use by the Rent Commencement Date, (b) Tenant's receipt of all required Permits, licenses and approvals for construction of Tenant's leasehold improvements in the Premises within 150 days after the Delivery Date (c) Landlord execution of the Burn Boot Camp Franchise Addendum to Lease Agreement (Exhibit D).

This letter is intended merely as an expression of intent, and by signing below, each party agrees that (i) this letter does not create any binding obligation on either party, (ii) either party may terminate Lease negotiations at any time for any reason without liability to the other party, and (iii) any party proceeding on the basis of this letter (whether with or without the knowledge of the other party) is doing so at its sole risk. Without limiting the foregoing, Landlord acknowledges that Tenant's execution of this letter does not signify that the lease transaction has received Tenant's necessary corporate and municipality approvals, and that there is no assurance given by Tenant that such approvals will be obtained.

Please evidence your agreement with the foregoing provisions of this letter by signing the enclosed counterpart of this letter and returning the same to me.

Sincerely,

Carlie Wilmes
Vice President, National Tenant Advisory
Fischer & Company as agent for Burn Boot Camp ("Tenant").

TENANT:

LANDLORD:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

PREMISES

(Landlord to provide LOD)

EXHIBIT B "LANDLORD'S WORK"

- Small reception area right inside the front doors for retail and the front desk
- Minimum 10 foot clear height through the space
- Exposed ceilings
- Dedicated front and back/side entrance
- All plans and permitting for Landlord's Work will be at Landlord's cost and expense.
- LL to construct the demising walls, corridor, restrooms and child care room walls constructed, and painted. Demising Walls are to be extended to Roof Deck and built to sound proofing.
- Add wall partitions for Child Care area, office, and restrooms.
- Floor shall be level, finished smooth concrete with floor covering throughout.
- Heating and Air Conditioning system shall be completed including all duct-work, electrical components, registers, controls and thermostats and grills appropriately placed throughout the premises providing a minimum of 1 ton per 350 sq. ft. (HVAC to be included in restrooms)
- Corporate recommends 4 units of 5 tons.
- Plumbing shall provide good water and sewer services and shall comply with all applicable legal requirements.
- 2 restrooms, each with at a minimum 2 toilet stalls (TBD), and shall comply with all applicable governmental codes and ADA requirements and shall include completed plumbing and sewer for shower, toilet, sink, with hot and cold water, grab bars, toilet paper holder, paper towel dispenser, mirrors and flooring. Exhaust Fan shall also be included.
- New drop ceiling shall be installed complete with standard white 2 X 2 or 2 X 4 acoustical tiles and new grid (code compliant) 10' minimum - 15' max height for the restrooms, childcare room, and the office only. An open and painted ceiling will be delivered complete with lighting and hard ductwork in the other areas of the space.
- All utility meters installed, Tenant will transfer service into name at delivery of space.
- Lighting shall be four (4) lamp 2 X 4 recessed T-5 or better LED light fixtures with diffusers with at least one (1) fixture per 80 square feet complete with Lamps
- Completed Electrical systems to space, minimum requirements, 200 amp, and three phase 120/208 service. Service Panel shall be located on rear wall of leased premises. Duplex Wall outlets per code.
- Conduit and wire pulled from the electrical panel to the sign band with one junction box mounted behind the sign field and tied into a photo cell or time clock.
- Rear and front entrance/exit doors, exit lights, panic door release hardware, and emergency lights installed per code.
- Landlord shall work with city to provide Tenant with the maximum pylon/monument signage allowed in order to increase visibility for Tenant's customers. Location and design of signage to be approved by Tenant and Landlord.
- Storefront glass in good condition with no scratches

Utility Requirement and Construction Specifications

The following specifications represent the current standard for Burn Boot Camp. Variances for asset type and store configuration may apply. These are provided as general guidelines.

Electricity:

- 200 amps Minimum 3 Phase or 600 amps Single Phase
- Local electrical engineer to produce final drawings

Water Supply:

- Potable water point/connection (separate meter or through the Landlord's main supply)

Ceiling Height:

- Generally 10'-15' clear to the trusses
- If the bottom of the trusses are 10'-15' from floor/floating floor, a ceiling mounted pull up rig can be utilized with TKO approval
- Ceilings higher than 15' will require the pull up rig to be mounted to floor

Floor:

- 42 x 42 floating floor minimum – must meet ADA compliant
- 6' x 20' Pull-up Rig
- Perimeter around floating floor should be large enough to perform exercise, store all equipment, retail center, drop zone and front desk/check-in area

**Flooring materials must meet Burn Standards based on required materials. Owner should work with Franchise Opening Specialist to order.*

Restrooms:

- Separate men's and women's facilities or co-ed bathrooms
- Restrooms and showers must be ADA compliant

HVAC Requirements:

- The contractor should advise proper HVAC based on locations square footage.
- Check with the state or local municipalities regarding any specifics for a fitness center
(example - location required the HVAC to be an outside unit)

Insulation/Sound Mitigation:

- 60 – 70 decibels to the space next door
- Sound barrier insulation required for wall adjacent to another tenant.
- Optional ** Sound boxes for speakers may be used. Must be approved by HQ

Child Care Room:

- 400 sq. ft room minimum
- Hand washing sink
- Restroom easily accessible without crossing the gym floor
- Access to potable water
- Soft floor surface (carpet tiles preferred)
- Entry/exit door that is not visible from floor area
- No windows

EXHIBIT C

SIGNAGE REQUIREMENTS

burn boot camp®

burn boot camp 

burn 
boot camp®

EXHIBIT D

SCHEDULE 5

**KLINE FRANCHISING, INC.
COLLATERAL ASSIGNMENT OF LEASE**

FOR VALUE RECEIVED, the undersigned ("Assignor") hereby assigns and transfers to Kline Franchising, Inc. ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under the lease, attached hereto as Exhibit 1 (the "Lease") respecting premises commonly known as _____ ("Business Site"). This Assignment is for collateral purposes only and except as specified herein, Assignee has no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee takes possession of the premises demised by the Lease pursuant to the terms hereof and assumes the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein and that Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, any of its interest in the Lease or the Business Site demised thereby. Upon a default by Assignor under the Lease or under the franchise agreement for a Business between Assignee and Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, or upon expiration or termination of the Franchise Agreement or this Agreement, Assignee has the right and is hereby empowered to take possession of the Store Site, expel Assignor therefrom, and, in such event, Assignor will have no further right, title or interest in the Lease. Assignor hereby authorizes the Lessor to disclose to Assignee, upon its request, sales and other information furnished to the Lessor by Assignor.

Assignor agrees that it will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it must elect and exercise all options to extend the term of or renew the Lease not less than 30 days prior to the last day that the option must be exercised, unless Assignee otherwise agrees in writing.

If Assignee does not otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the purpose of effecting such extension or renewal.

ASSIGNOR:

Dated: _____

SIGNED AND SEALED this _____
day of _____, 20 _____

Notary Public: _____

CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the aforescribed Lease hereby:

- (a) Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;
- (b) Agrees that Assignee has the right, but must not be obligated, to cure any default by Assignor under the Lease within 30 days after delivery by Lessor of notice thereof in accordance with paragraph (a) above;
- (c) Consents to the foregoing Collateral Assignment and agrees that if Assignee takes possession of the Store Site and confirms to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor must recognize Assignee as tenant under the Lease;
- (d) Agrees that Assignee may further assign the Lease to a person, firm or corporation who must agree to assume the tenant's obligations under the Lease and who is reasonably acceptable to Lessor and upon such assignment Assignee will have no further liability or obligation under the Lease as assignee, tenant or otherwise.

LESSOR: _____

By: _____

Print Name: _____

Title: _____



150 East Broad Street
Columbus, Ohio 43215
(614) 221-1800 • Fax (614) 221-9162
www.ngkf.com

5/23/18

Roya Ghodsi
Remax
4215 Worth Avenue, Suite 230
Columbus, OH 43219

**Re: Proposal For
Steele Beauty Salon Bars LLC
170 W. Olentangy Road
Powell, OH 43065**

Dear Roya:

On behalf of Steele Beauty Salon Bars LLC, or assigns, please find the following proposal for retail space at the above-referenced property. Please respond to the following Proposal by **Wednesday, May 30th, at 3:00PM Eastern Standard Time.**

Tenant:	Steele Beauty Salon Bars LLC, or assigns
Building:	170 W. Olentangy Road
Premises:	+/- 3,566 SF space, defined as the 4 combined spaces "D, E, F, & G" pursuant to Page 9 of attached offering flyer.
Occupancy Date:	The occupancy date will be September 1st, 2018. Tenant requests access to the space immediately once lease is signed to begin build-out.
Rent Commencement Date:	The rent commencement date will be thirty (30) days from date of receiving occupancy permit.
Lease Term:	Seven (7) years, with two (2) renewal options for five (5) years.
Rental Rate:	Base rental rate shall be \$18 PSF NNN for initial 7 years, \$19 PSF NNN for initial 5 year renewal period and not to exceed \$20 PSF NNN for 2 nd 5 year renewal term.
Real Estate Taxes & Operating Expenses:	Please indicate what responsibilities the tenant has as well as landlord for expenses, and provide estimates for tenant expenses.
Parking:	Tenant requires 12 dedicated parking spaces with signage to support, immediately adjacent to space entrance.
Tenant Improvement:	Please describe the condition of the space at delivery to the

tenant – not just “white” or “gray” box. Tenant requires \$50 per square foot in tenant improvement allowance including, but not limited to running plumbing, installing additional windows on the north end of the premises, running HVAC, and final build out. TI allowance to be dispersed upon execution of lease, Tenant has ninety (90) days to utilize these funds.

Landlord's Work:

Prior to any TI:

1. 2 inch water line (to be safe) - Adequate water supply
2. 400 AMP - Adequate Electrical Service
3. Sanitary Service that supports 50 fixtures - Adequate Sanitary Service
4. All Exterior Walls to be finished and paint ready
5. 14 Tons of heating and cooling service. Tenant requests that an additional roof opening be prepared structurally in the event that an additional RTU is needed to supplement. Tenant to purchase and install this additional equipment at Tenant's sole expense.

Dumpsters:

Landlord to move dumpsters to rear/North End of parking lot, away from main entrance to Tenant space.

Sublease:

Tenant retains right to sublease any portion of the premises.

Signage:

Please indicate available signage. Tenant requests monument signage; please indicate City of Powell rules and regulations regarding this request.

Non-Competition:

Landlord agrees not to lease any space available within the premises to any competing salon, beauty bar, hair, nails, skin & massage or similar business.

Brokerage Commission & Agency Disclosure:

In the event a lease is consummated at the Building, the Landlord shall pay a commission to Newmark Real Estate of Ohio per separate agreement at a rate of three percent (3%). Newmark Real Estate of Ohio, is the sole and exclusive agent of Tenant.

This Proposal, whether countersigned or not, is not intended to be a legally binding agreement for either party. Nothing contained herein shall be used or relied upon by either party hereto in any evidentiary manner, or otherwise, to subsequently attempt to demonstrate that the parties hereto have entered into any binding agreement or for any other purpose. It is the intent of the parties that no such legally binding agreement shall exist unless and until a formal and definitive

lease agreement has been negotiated, drafted and approved by the respective parties and their legal counsel and executed and delivered by such parties.

Neither the expenditure of funds by you or any other party or commitments made or action taken to implement any of the concepts in this request or otherwise shall be regarded as part performance of this letter or otherwise alter or modify the provisions of this paragraph. While the parties may commence or continue negotiations relating to the proposed transaction described in this Request for Proposal, each party reserves the right to terminate such negotiations at any time, with or without cause and for any reason, without any liability to the other party.

Sincerely,

Derek S. Lichtfuss
Newmark Real Estate of Ohio, LTD

Agreed to (Landlord)

Date

Agreed to (Tenant)

Date