

sent
6/23/2020

ANDANTE, LLC

1799 Mountain Road, Suite 6 | Stowe, Vermont 05672

June 23, 2020

Katrina Veerman dba PK Coffee
1880 Mountain Road, Unit 1
Stowe, Vermont 05672

RE: Lease at Gale Farm Center (Unit #1), Stowe, Vermont

Dear Katrina,

We hereby reconfirm that you have 2 months, from June 31, 2020, to vacate the premises at 1880 Mountain Road, Unit 1, i.e., no later than August 31, 2020.

Please make sure the premises are left in good condition, as required in the lease.

Thank you very much,

Andante LLC

COPY

LESSOR'S ACKNOWLEDGMENT, SUBORDINATION AND CONSENT

THIS AGREEMENT is entered into as of the 23rd day of JULY, 2019,
between and among Andante, LLC ("Lessor"), Community
Capital of Vermont, Inc. ("Secured Party") and KRISTIN HEARDLE, d/b/a
(collectively "Lessees/Borrowers"). BRAMBLES AND BLOOM

WHEREAS, Lessor and Lessees/Borrowers entered into a Lease dated MAY 30, 2019,
relative to certain lands and premises situated at 1880 MOUNTAIN RD., STOWE, VERMONT
Vermont ("Leased Premises"); and UNIT #3

WHEREAS, Secured Party has of even or approximate date herewith extended a loan
to Lessees/Borrowers secured by a UCC-1 security interest in equipment and other assets to be
located at the Leased Premises ("the Collateral"); and

WHEREAS, the Collateral is more fully described in Schedule A attached hereto; and

WHEREAS, the parties hereto wish to enter into this Agreement for the purpose of
establishing and clarifying their rights under certain circumstances;

NOW, THEREFORE, for and in consideration of the mutual covenants
hereinafter contained and other good and valuable consideration, the receipt of which is
hereby acknowledged, the parties hereto agree as follows:

1. Lessor hereby acknowledges the security interest of Secured Party in and to the
Collateral as more particularly described in Schedule A attached hereto, and covenants and
agrees with Secured Party that any lien or claim of Lessor in and to such property shall be and
hereby is made subordinate to the security interest granted to and held by Secured Party.

2. Lessor agrees to provide Secured Party with a copy of any notice provided to
Lessees/Borrowers under the terms of the Lease, including but not limited to any notice of
default, termination or delinquency in performance by Lessees/Borrowers, by any means
deemed adequate for notice to Lessees/Borrowers under the Lease, at the following address:
CCVT, P.O. Box 342, Barre, VT 05641.

3. Lessor further covenants and agrees with Secured Party that in the event of
default by Lessees/Borrowers under the terms of the Lease or termination thereof for any reason,
Lessor shall, upon adequate notice, provide Secured Party with reasonably prompt access to the
Leased Premises for the purpose of obtaining or recovering any property subject to its security
interest in a manner and fashion not inconsistent with the Vermont Uniform Commercial Code.
Any language contained herein which is contradictory to the Vermont Uniform Commercial
Code is contractual between the Secured Party and the Lessor and does not impair or diminish
Secured Party's rights under the Code as to others.

4. Secured Party agrees that in the event the property in which it holds a security interest constitutes a fixture, such property will not be removed or detached from the Leased Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld. Secured Party shall be responsible for any material harm to the Leased Premises caused by the removal of such fixtures, and shall promptly restore the Leased Premises, at Secured Party's cost, to substantially the same condition as existed before the fixtures were removed.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal as of the day and year first above written.

Kelly King
Witness Keller King

LESSOR, by,
Andante, LLC
individually and as duly authorized agent of
PALL SPERA

-

Witness

SECURED PARTY, by

Richard G. Grogan, Executive Director
Community Capital of Vermont

Kelly King
Witness Keller King

LESSEE(S) / BORROWERS, by
[Signature]
Individually and as duly authorized agent of

KATK 'A - 415-602-8939

MAA: 802-371-8506

LEASE AGREEMENT

THIS LEASE dated this 11th day of December, 2015 between

THISTLE INVESTMENTS II LLC, LANDLORD
AND
P.K. COFFEE, LLC., TENANT

WITNESS:

The Landlord does hereby lease and demise to the Tenant, and the Tenant does hereby accept and lease from the Landlord, upon the terms, covenants, conditions and limitations hereinafter set forth, those certain premises, containing approximately 1,000 square feet, (the "Demised Premises"), and shown as Shop Number 1 outlined in red on the plan of Gale Farm Shopping Center attached hereto, made part hereof and marked Exhibit "A", which said shop is situated in and comprises a portion of the Gale Farm Shopping Center in Stowe, Vermont (the "Shopping Center"), to be used by the Tenant only for:

A coffee shop permitted for 20 seats plus 6 outside seats, with sale of all related items.

For the use and occupancy of said Demised Premises during the term of this Lease, Tenant shall pay to Landlord a guaranteed minimum rental as set forth in the 'Rental Terms', a proportionate share of the expenses of operating the common areas of the Shopping Center, and such other charges as may be required to be paid by Tenant hereunder, all as hereinafter more particularly set forth.

ONE. RENTAL TERMS and RENEWAL OPTIONS. The term shall commence on December 1, 2015 hereinafter called "Commencement Date") and shall expire on November 30, 2019. Rent shall commence on February 1, 2016.

The Tenant shall pay to the Landlord a Base rent for the said term of \$13.00 per square foot and a proportionate share of the expenses of operating the common areas of the Shopping Center as defined in Paragraph Nine. (This amount is currently \$5.00 per square foot). For a base rent due of \$1,083.33 (plus common area fees of \$416.67) or a total rent of \$1,500.00 per month for the first year. Note: per section Nine....common area fees may change yearly.

WITNESS WHEREOF, this Lease has been duly executed by the parties
eto, intending to be legally bound thereby, under seal as of the
e and year first written above.

-8939

8506

Witness:

[Signature]

TENANT
P.K. Coffee LLC.

BY: [Signature]
Katrina Veerman
Duly Authorized Agent

Witness:

[Signature]

LANDLORD
Thistle Investments II LLC.

BY: [Signature]
Marion Baraw
Duly Authorized Agent

ms,

he

a

STATE OF VERMONT

LAMOILLE COUNTY.S.S

At Stowe, Vermont in said County, this 3rd day of
December, 2015, Katrina Veerman personally appeared and acknowledged
this instrument, by her sealed and subscribed, to be her free act and
deed and the free act of P.K. Coffee, LLC..

Before me

[Signature]
Notary public

my commission expires: 2/10/19

STATE OF VERMONT

LAMOILLE COUNTY.S.S.

At Stowe, Vermont in said County, this 11th day of
December 2015 Marion Baraw personally appeared and acknowledged this
instrument, by her sealed and subscribed, to be her free act and deed
and the free act of Thistle Investments II, LLC.

Before me

[Signature]
Notary public

my commission expires: 2/10/19



UNITED STATES
POSTAL SERVICE

Exercise of Renewal Option

Facility Name/Location STOWE - DETACHED BOX UNIT
1880 MOUNTAIN RD STOWE VT 05672-9998

County: Lamoille
Project: B67475

TO
THISTLE INVESTMENTS LTD
C/O MOUNTAIN ASSOC RE
PO BOX 9
STOWE VT 05672-0009

Certified Mail #: see remark

Issuing Office
Northeast FSO
6 Griffin Road North
Windsor CT 06006-0300

Date of Existing Contract: 03/11/1997

Options available (Number and Years)

3 Option(s) covering 15 Years

Pursuant to the contract with you covering this facility, the Postal Service hereby exercises its option to renew said contract as follows:

Term: 5 years

From (Date): 02/01/2007

To (Date): 01/31/2012

Annual Rate: \$18,700.00

There is/are 2 renewal option(s) remaining. In all other respects the said contract shall remain the same and is hereby confirmed.

Remarks

THANK YOU FOR PROVIDING US WITH THIS SPACE.

CERTIFIED MAIL NO.: 7099 3400 0005 4163 7765

Date
04/08/2003

Name of Contracting Officer
WILLIAM MONCRIEF

Signature



Lease

EXECUTED BY LESSOR this 20th day of January, 1997.

CORPORATION

Thistle Investment Limited (a Vermont Corporation)

Affix Corporate Seal

Peter Doremus, Duly Authorized Agent.
Print Name & Title

Peter Doremus
Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address: 1880 Mountain Road
Stowe, Vermont 05692

Telephone No: 802-253-8518

Taxpayer ID: 03-0350504

Warren F. Celajian
Witness

Sam M. Nelson
Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 3/11/97

JOHN J SULLIVAN
Contracting Officer

John J Sullivan
Signature of Contracting Officer

WINDSOR FSO
6 GRIFFIN ROAD NORTH
WINDSOR CT 06006-0300
Address of Contracting Officer

LEASE AGREEMENT

THIS LEASE dated this 29th of July, 2016 between

THISTLE INVESTMENTS II LLC., LANDLORD
AND

GR8 FOOD, LLC., TENANT

WITNESS:

The Landlord does hereby lease and demise to the Tenant, and the Tenant does hereby accept and lease from the Landlord, upon the terms, covenants, conditions and limitations hereinafter set forth, those certain premises, containing approximately 900 square feet of first floor area and approximately 900 square feet in the basement (the "Demised Premises"), and shown as Shop Number 2 outlined in red on the plan of Gale Farm Shopping Center attached hereto, made part hereof and marked Exhibit "A", which said shop is situated in and comprises a portion of the Gale Farm Shopping Center in Stowe, Vermont (the "Shopping Center"), to be used by the Tenant only for:

A restaurant serving Lunch and dinner. (Breakfast may not be served as long as PK Coffee is a Tenant at the plaza)

For the use and occupancy of said Demised Premises during the term of this Lease, Tenant shall pay to Landlord a guaranteed minimum rental as set forth in the 'Rental Terms', a proportionate share of the expenses of operating the common areas of the Shopping Center, and such other charges as may be required to be paid by Tenant hereunder, all as hereinafter more particularly set forth.

ONE. RENTAL TERMS and RENEWAL OPTIONS. The term shall commence on August 1, 2016 (hereinafter called "Commencement Date") and shall expire on July 31, 2018.

The Tenant shall pay to the Landlord a Base rent for the said term of **Eleven thousand seven hundred dollars annually (\$11,700.00) or \$13.00 per square foot** (1st floor space) and a proportionate share of the expenses of operating the common areas of the Shopping Center as defined in Paragraph Nine. **(This amount is currently \$5.00 per square foot or \$4,500.00 annually)**. For a total rent due of \$ 1,350.00 per month.

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto, intending to be legally bound thereby, under seal as of the date and year first written above.

Witness:

Marion Baraw

TENANT
GR8FOOD, LLC

BY: [Signature]
Duly Authorized Agent

Witness:

Marion Baraw

LANDLORD
Thistle Investments Ltd.

BY: [Signature]
Marion Baraw
Duly Authorized Agent

STATE OF VERMONT
Lamoille COUNTY.S.S

At Stowe, Vermont in said County, this 29th day of July, 2016
ALAN HANDWERGER personally appeared and acknowledged
this instrument, by him sealed and subscribed, to be his free
act and deed and the free act of

Before me

[Signature]
Notary public

my commission expires: 2/10/19

STATE OF VERMONT
Lamoille COUNTY.S.S.

At Stowe, Vermont in said County, this 29th day of July, 2016
Marion Baraw personally appeared and acknowledged this instrument, by
her sealed and subscribed, to be her free act and deed and the free
act of Thistle Investments LLC.

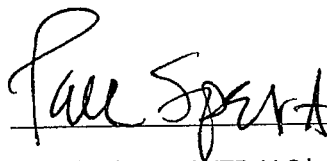
Before me

[Signature]
Notary public

my commission expires: 2/10/19

Amendment to Commercial Lease Agreement

This Agreement between ANDANTE, LLC, Lessor/Landlord and GR8 FOOD, LLC, Lessee/Tenant, hereby acknowledges that all the terms and conditions of the existing lease between Thistle Investments II LLC, previous Lessor/Landlord, and GR8 FOOD, LLC, Lessee/Tenant, dated July 29, 2016 to July 31, 2018, and pertaining to Shop Number 2 (comprised of 900 square feet on the first floor and approximately 900 square feet in the basement) of the property located at 1880 Mountain Road, Stowe, VT, known as the Gale Farm Center, shall remain in full force and effect between ANDANTE, LLC, new Lessor/Landlord and GR8 FOOD, LLC, Lessee/Tenant until the expiration of such lease as noted above.



Landlord, ANDANTE, LLC by Authorized Agent

authorized agent for
Andante LLC.

<i>Alan Handwerker</i>	dotloop verified 05/04/18 11:01AM EDT 8BPF-0XEN-JD6U-QBNL
------------------------	---

Tenant, GR8 FOOD, LLC by Authorized Agent

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (hereinafter the "Lease") dated as of the 1st day of January 2020, by and between Andante, LLC, a Vermont limited liability company having a place of business in Stowe, Vermont (hereinafter "Landlord"), and GMG Group Inc. d/b/a Stowe Beverage, of Stowe, Vermont (hereinafter "Tenant").

WITNESSETH:

A. Landlord owns a commercial building located at 1880 Mountain Road in the Town of Stowe, Vermont, being a part of the lands and premises acquired by Landlord by Warranty Deed of Record dated June 27, 2017 and recorded in Book 981 Pages 212 of the Stowe Land Records (the "Property"). The building on the land contains 8 apartments on the second floor, five commercial space on the first floor, and a basement. The premises that are the subject of this Lease is the commercial space on the first floor identified as Unit 7 containing 2,000± square feet, more or less, as well as basement storage space, stairwell, parking are, entryway, walkway, fixtures, and other facilities and services adjacent to the premises. The leased space and appurtenant facilities and areas are collectively referred to herein as the "Leased Premises"

B. Landlord has agreed to lease to Tenant and Tenant has agreed to lease from Landlord the Leased Premises, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sums to be paid and the covenants and conditions set forth herein, the sufficiency of which such consideration is hereby acknowledged, the parties hereto agree as follows:

Section 1. Demise, Description of Premises. Landlord does hereby demise, let, rent and lease to Tenant, and Tenant hereby hires and rents from Landlord, certain premises described as the Leased Premises for the term and rental payments and subject to the conditions set forth in this Lease. As recited hereinbefore, the Lease Premises consists of exclusive use of Unit 7 and non-exclusive use of certain areas and facilities by Tenant and Tenant's employees, patrons, invitees, suppliers, and other authorized users. The parking area contains 10 parking spaces which are used by Landlord's tenants and the public. Tenant shall have the right to utilize theses spaces, taking into account reasonable consideration for the other commercial and residential tenants adjacent to and above the Leased Premises. Certain areas and facilities are subject to the following:

1.1 Tenant shall have the right to install a sign, subject to the prior written approval of Landlord with respect to design, graphics, size, and color scheme of the signs and in conformance with Town of Stowe Bylaws governing signage.

1.2 Tenant shall not use in or about the Leased Premises, any advertising or promotional medium which obtrudes outside of the Leased Premises, including the following: flashing lights, search lights, loud speakers, phonographs, radios, and/or televisions, nor shall the Tenant solicit business in, upon, or about the common facilities. If Tenant hosts a special event that may utilize any of the above on a temporary basis, Tenant shall first request Landlord's permission, which shall not be unreasonably

Landlord:

Andante, LLC, c/o Pall Spera
P.O. Box 3049
Stowe, VT 05672

Tenant:

GMG Group Inc. d/b/a Stowe Beverage
1880 Mountain Road, Unit #7
Stowe, VT 05672

or to such other person or address as the party entitled to notice shall have specified by written notice to the other party given in accordance with the provisions of this Section 30.

IN WITNESS WHEREOF, the parties have executed this Lease, in duplicate originals, as of the date first above written.

IN THE PRESENCE OF:

LANDLORD
Andante, LLC

Debra Burner
witness signature

Pall Spera

TENANT

Debra Burner
witness signature

Lesia Muzford

STATE OF VERMONT
COUNTY OF LAMOILLE, SS.

At Stowe, in said County, this 1st day of January, 2020 appeared PALL SPERA, personally and as duly authorized agent of Andante, LLC, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of Andante, LLC

Before me, Debra Burner
Notary Public

My Commission Expires: Feb. 20, 2021

STATE OF VERMONT
COUNTY OF LAMOILLE, SS.

At Stowe, in said County, this 1st day of Jan, 2020 appeared LESIA MUZFORD, personally and as duly authorized agent of STOWE BEVERAGE, and he/she acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of GMG BEVERAGE GROUP INC.

GMG BEVERAGE GROUP INC.

GMG Group Inc.

Before me, Pall Spera
Notary Public

My Commission Expires: Feb. 20, 2021