

Utility Services Sales Contract
Between the United States of America

And

GRAN PRI USA LLC

This Utility Services Sales Contract is executed this 18th day of April 2019, between the United States of America, acting through the Naval Facilities Engineering Command, Mid-Atlantic (hereafter called "GOVERNMENT"), and Non-Federal Entity GRAN PRI USA LLC, whose address is 1000 5th Street, Suite 200, Miami Beach, Florida, 33139. (hereafter called "PURCHASER").

WITNESSETH, that the parties hereto do mutually agree as follows:

1. SCOPE AND TERM OF CONTRACT:

- (a) WATER: Subject to the terms and conditions hereinafter set forth, the GOVERNMENT shall provide potable water and sanitary sewer utility service to the PURCHASER's property, commonly known as the "Shepherd of the Sea Chapel" (hereinafter called "the Property"), via the GOVERNMENT's infrastructure, at the points of demarcation shown on Schedule A, attached hereto and made a part hereof. Such service shall consist of the nature and quality of similar services previously provided by the GOVERNMENT to itself and other customers.
 - (i) The maximum amount of potable water to be provided by the GOVERNMENT pursuant to this contract is 200 kilo gallons (kGAL) per MONTH. GOVERNMENT hydrants can be utilized by the PURCHASER for emergency fire suppression needs, however the GOVERNMENT does not guarantee any minimum pressure or flow from any hydrant.
 - (ii) The GOVERNMENT has installed three water meters. The GOVERNMENT will have no responsibility for the potable water infrastructure downstream of

the point of demarcation. All maintenance and repairs of infrastructure (i.e., leaks, breaks, water quality, etc.) shall be the PURCHASER's responsibility. The GOVERNMENT shall, however, maintain the meter boxes, meters, and backflow preventers referenced above during the period that the GOVERNMENT provides water service to the purchaser, including required annual backflow preventer certifications.

(iii) The GOVERNMENT shall have the right to gather usage information from the meters for the purpose of billing the PURCHASER for water delivered. The PURCHASER will be charged the NAVFAC MIDLANT burdened rate for water, which changes annually. NAVFAC MIDLANT's current utility rates are shown on Schedule B.

(iv) The PURCHASER must disconnect from the GOVERNMENT's water system no later than 1 April 2024.

Water service provided by the government may be terminated at the option of the PURCHASER at any time prior to 1 April 2024.

The PURCHASER shall give not less than thirty (30) days advance written notice to the GOVERNMENT of the effective date of termination. The PURCHASER shall coordinate with the government to schedule a water outage ensuring safe transfer of service. It is the responsibility of the PURCHASER to complete the physical disconnect of Navy Lines. Physical Disconnect is defined as the cutting and capping of the Navy Line.

If PURCHASER fails to disconnect from the GOVERNMENT's water system by 1 April 2024, GOVERNMENT may discontinue water service at its discretion without any further action or notice to PURCHASER.

(b) SANITARY SEWERAGE: Subject to the terms and conditions hereinafter set forth, the GOVERNMENT shall provide sanitary sewerage service to the PURCHASER for the Property at the points of demarcation shown on Schedule A. The sanitary sewer service shall consist of the nature and quality of similar services previously provided by the GOVERNMENT to itself and other customers.

- (i) The maximum amount of sanitary sewer service to be provided by the GOVERNMENT for the Property is 200 kilo gallons (kGAL) per MONTH.
- (ii) The potable water meters shall be used for the purpose of billing the PURCHASER for sanitary sewer flows into the GOVERNMENT system. The PURCHASER will be charged the NAVFAC MIDLANT burdened rate for sanitary sewerage, which changes annually. NAVFAC MIDLANT's current rates are shown on Schedule B. Included in those charges is the cost to treat those flows at the local municipality treatment plant.
- (iii) The PURCHASER shall be responsible for all portions of the dedicated gravity sanitary sewer line servicing the PURCHASER'S property, including all maintenance and repairs. It is recommended that the PURCHASER install a clean out approximately 5 linear feet from the property to aid in future maintenance of the gravity sanitary sewer line. The GOVERNMENT will have no responsibility for the sanitary sewer infrastructure.
- (iv) The PURCHASER must disconnect from the GOVERNMENT's sanitary sewer service no later than 1 April 2024.

Sanitary Sewer Service provided by the government may be terminated at the option of the PURCHASER at any time prior to 1 April 2024.

The PURCHASER shall give not less than thirty (30) days advance written notice to the GOVERNMENT of the effective date of termination. The PURCHASER shall coordinate with the government to schedule a water outage ensuring safe transfer of service. It is the responsibility of the PURCHASER to complete the physical disconnect of Navy Lines. Physical Disconnect is defined as the cutting and capping of the Navy Line.

If PURCHASER fails to disconnect from the GOVERNMENT's Sanitary Sewer Service system by 1 April 2024, GOVERNMENT may discontinue water service at its discretion without any further action or notice to PURCHASER.

(c) ELECTRICAL SERVICE: GOVERNMENT will not provide electrical service to PURCHASER. PURCHASER shall obtain electrical service from local electric provider. PURCHASER will be responsible for any costs required to establish new service.

(d) PAYMENT FOR SERVICE:

(i) All payments will be made via a check made out to the United States Treasury citing the Navy Contract No. N40085-19-C-9150 and shall be forwarded to the following address:

NAVFAC MIDLANT - FM Z-140
9324 Virginia Avenue
Norfolk, VA 23511

(ii) Upon execution of this contract (or by a mutually agreed to date), the PURCHASER will provide a security deposit upon closing in the amount of **\$451.92**. The amount of the security deposit reflects the GOVERNMENT's best estimate of monthly utility charges that will be invoiced to the PURCHASER once service has commenced. The deposit will be kept for the duration of the contract and will only be used in the event of PURCHASER's failure to pay. Pending increased rates and changes in billing period, the PURCHASER may be asked to provide additional funds for the security deposit.

(iii) Payment by the PURCHASER is due within thirty (30) days of date of invoice. Failure to pay within sixty days of the invoice date will result in termination of service and forfeiture of the security deposit. Reinstatement of service will require that PURCHASER pay all arrearages and will require payment of a new security deposit, which shall be double the amount of the initial deposit.

(iv) Invoices for services rendered shall contain meter reading information taken at the beginning and end of the billing period, meter constants, total calculated consumption during the billing period, the rate charged, and the amount due.

(e) DISPUTES:

- (i) In the event that all or parts of the invoice are disputed by the PURCHASER, the PURCHASER will provide a payment by the required date, but said payment may initially be based on the PURCHASER's historic use amount from past months. The PURCHASER will note the remaining amount of the invoice that is disputed and provide reason and evidence to support the claim. A copy of this dispute claim shall also be provided to the Activity at:

NAVFAC MIDLANT
SUBASE NEW LONDON PWD
ATTN: UEM BRANCH
BOX 400
GROTON, CT 06349-5400

The Activity will review the dispute claim and either affirm the invoiced amount or adjust the invoice accordingly within thirty days of the receipt of the dispute.

- (ii) If the PURCHASER still disputes the decision of the Activity, the PURCHASER can appeal the Activity's decision to the Contracting Officer along with arguments to support their dispute claims. The PURCHASER will be provided the opportunity to be heard and to offer evidence in support of its appeal. The decision of the Contracting Officer shall be final and conclusive.

2. TECHNICAL PROVISIONS:

(a) MEASUREMENT OF SERVICE:

- (i) All service furnished by the GOVERNMENT shall be measured by suitable metering equipment of standard manufacture. In the event the meters fail to register or registers incorrectly the service furnished there-through, the parties shall agree upon the length of period during which such meters failed to register or registered incorrectly and the quantity of service delivered there-through during such period and, upon agreement, an appropriate adjustment based thereon shall be made in the PURCHASER's bills. For the purpose of the preceding sentence, any meters which register within the range of not more than two (2) percent slow or fast shall be deemed correct.

(ii) The GOVERNMENT, so far as possible, shall read all meters at periodic intervals of approximately thirty days. All billings based on meter readings of less than twenty-seven days or more than thirty-two days shall be prorated accordingly, provided, that billings covering no more than twelve billings periods shall be rendered under this contract in any consecutive twelve months.

(b) CHANGE IN VOLUME OR CHARACTER:

Reasonable notice shall, so far as possible, be given by the PURCHASER to the Contracting Officer respecting any material changes proposed in the volume or characteristics of the utility service required. GOVERNMENT is not required to provide service in excess of the capacities of the existing systems required for such service. The parties shall cooperate within reason to meet the needs of PURCHASER for any changes under this subsection (also see paragraph 1. (a)(i))

(c) CONTINUITY OF SERVICE AND CONSUMPTION:

The GOVERNMENT shall use reasonable diligence to provide a regular and uninterrupted supply of service at the service location(s), but shall not be liable for damages, breach of contract or otherwise to the PURCHASER for failure, suspension, diminution or other variations of service occasioned by or consequence of any cause beyond the control of the GOVERNMENT, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes or other catastrophes, strikes or failure or breakdown of distribution system or other facilities.

3. RATES AND CHARGES:

All rates and charges shall be as shown on Schedule B. These rates are based on the Navy's burdened rates and are reviewed annually on a fiscal year basis (1 October – 30 September) and modified accordingly.

4. PURCHASER'S FACILITIES:

The PURCHASER will grant to the GOVERNMENT, free of any rental or similar charge, but subject to the limitations specified in this contract, an irrevocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed

upon by the parties hereto (see Schedule A) for the operation and maintenance of the meters required to be located upon PURCHASER's premises.

5. PUBLIC REGULATIONS AND CHANGE OF RATES:

(a) PUBLIC REGULATION: Service furnished under this contract shall be subject to regulation in the manner and to the extent prescribed by law by any federal, state, or local regulatory commission having jurisdiction. The parties agree to work cooperatively, including making any changes to this agreement, and negotiating any additional agreements, necessary to maintain compliance with the requirements of any such commission having jurisdiction. Such cooperation will be for the purposes of allowing the PURCHASER to take service according to its needs; and for GOVERNMENT to operate the system needed for such service

(b) CHANGES OF RATES: As noted previously in this contract, rates charged the PURCHASER are based on burdened rates that are determined annually on a fiscal year basis (1 October – 30 September) by NAVFAC MIDLANT. Any changes to the rate schedule will result in an updated Schedule B. The Contracting Officer shall forward to the PURCHASER a copy of such revised rate schedule or amended rate schedule within fifteen days prior to the effective date thereof.

6. CONTRACT CLAUSES:

The following clauses from the Federal Acquisition Regulation (FAR) are hereby incorporated by reference into this Contract.

FAR 52.202-1	Definitions (JUL 2004)
FAR 52.203-3	Gratuities (APR 1984)
FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
FAR 52.203-7	Anti-Kickback Procedures (OCT 2010)
FAR 52.203-8	Cancellation, Recession, and Recovery of Funds for Illegal or
FAR 52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 2011)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting With
FAR 52.222-26	Equal Opportunity (MAR 2007)

FAR 52.223-2	Clean Air and Water (DEC 2007)
FAR 52.232-23	Assignment of Claims (JAN 1996)
FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation
FAR 52.241-2	Order of Precedence-Utilities (Feb 1995)
FAR 52.241-3	Scope and Duration of Contract (Feb 1995)
FAR 52.241-4	Change in Class of Service (Feb 1995)
FAR 52.241-5	Contractor's Facilities (Feb 1995)
FAR 52.241-6	Service Provisions (Feb 1995)
FAR 52.241-7	Change in Rates or Terms and Conditions of Service (Feb 1995)
FAR 52.241-11	Multiple Service Locations (FEB 1995)
FAR 52.241-13	Bankruptcy (JUL 1995)
FAR 52.243-1	Changes—Fixed Price (AUG 1987) Alternate I (APR 1984)
FAR 52.249-2	Termination for Convenience of the Government (Fixed Price)
FAR 52.253-1	Computer Generated Forms (JAN 1991)

ATTACHMENTS:

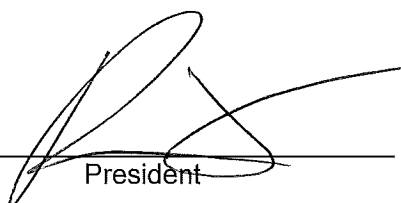
Schedule A – Water and Sanitary Sewer Points of Demarcation (POD)

Schedule B – Private Party Rates for Utility Services & Security Deposit Calculations

THE UNITED STATES OF AMERICA

GRAN PRI USA LLC

FINKE.SIDNIA. Digitally signed by
 FINKE.SIDNIA.E.1289970513
E.1289970513 Date: 2019.04.18 08:03:45
 -04'00'
 By: _____
 Contracting Officer

By:  _____
 President

General Notes

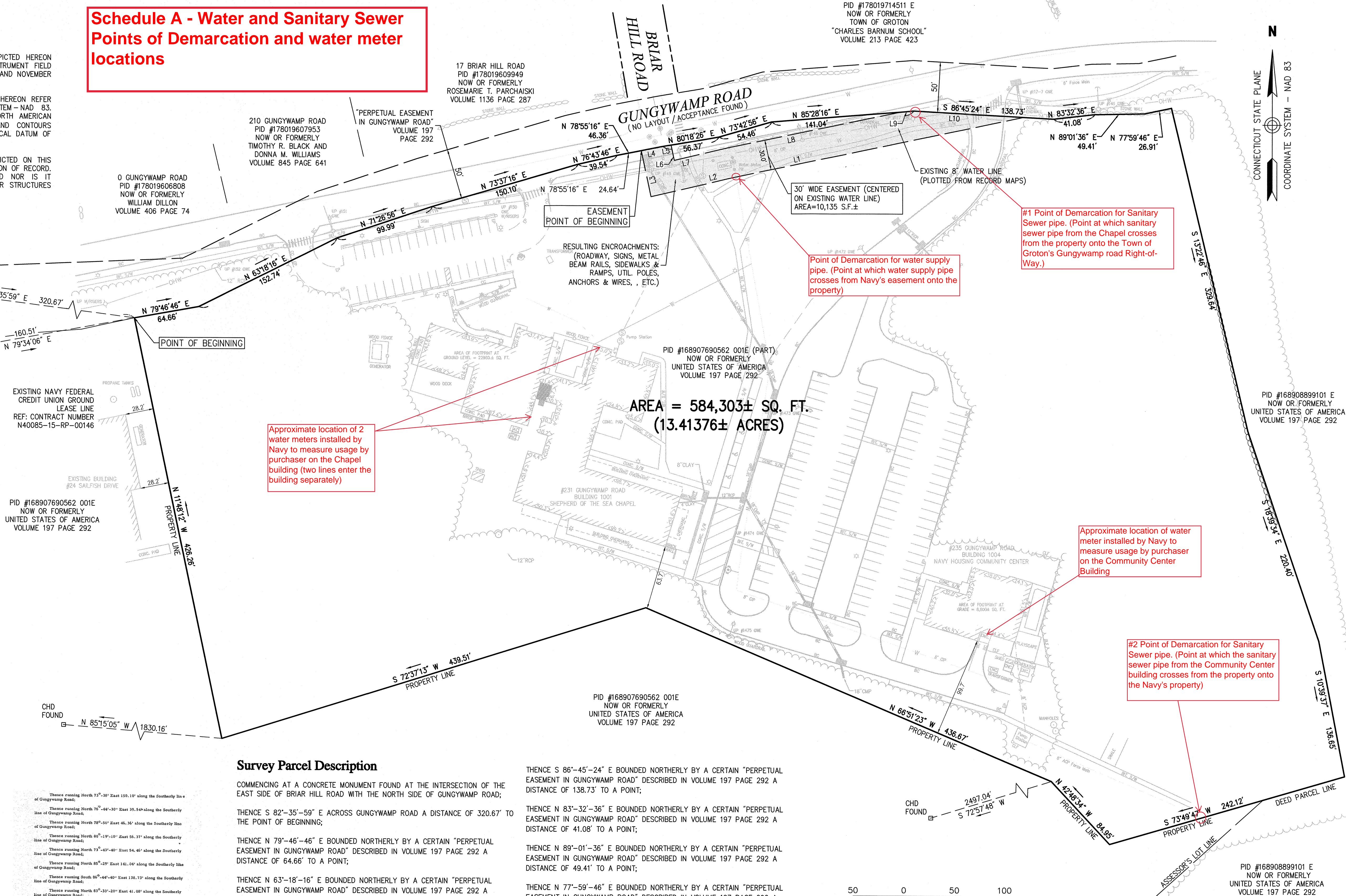
THE BOUNDARY EVIDENCE AND EXISTING CONDITIONS DEPICTED HEREON ARE THE RESULT OF AN ACTUAL ON-THE-GROUND INSTRUMENT FIELD SURVEY CONDUCTED BY VHB BETWEEN OCTOBER 15, 2015 AND NOVEMBER 23, 2015.

THE HORIZONTAL DATUM AND NORTH AZIMUTH DEPICTED HEREON REFER TO THE CONNECTICUT STATE PLANE COORDINATE SYSTEM - NAD 83. ELEVATIONS AND CONTOURS DEPICTED REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). ELEVATIONS AND CONTOURS DEPICTED HEREON REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

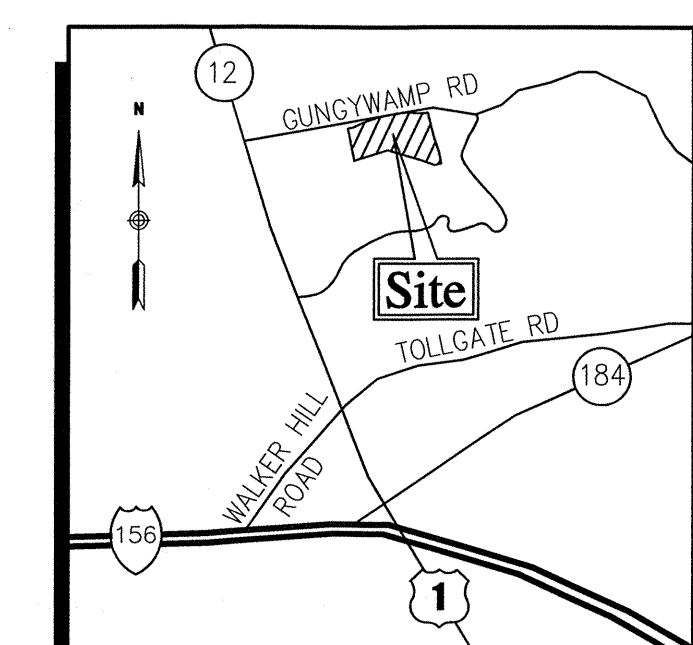
THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES DEPICTED ON THIS PLAN ARE BASED ON FIELD OBSERVATIONS AND INFORMATION OF RECORD. THEY ARE NOT WARRANTED TO BE EXACTLY LOCATED NOR IS IT WARRANTED THAT ALL UNDERGROUND UTILITIES OR OTHER STRUCTURES ARE DEPICTED ON THIS PLAN.

Schedule A - Water and Sanitary Sewer Points of Demarcation and water meter locations

Legend: CATCH BASIN, DRAIN MANHOLE, SEWER MANHOLE, WATER GATE, FIRE HYDRANT, GAS GATE, STREET SIGN, LIGHT POLE, UTILITY POLE, UTILITY POLE W/LIGHT, GUY WIRE, BOLLARD/POST, AIR CONDITIONING, WATER METER, PARKING BUMPER, HANDICAP SYMBOL, CONCRETE CURB, EDGE OF PAVEMENT, BITUMINOUS PAVEMENT, CONCRETE, SIDEWALK, REINFORCED CONCRETE PIPE, CORRUGATED METAL PIPE, CHAIN LINK FENCE, CATCH BASIN, DRAIN MANHOLE, SEWER MANHOLE, OVERHEAD LINE, ELEVATION, FINISH FLOOR ELEVATION, FINISH FLOOR AT THRESHOLD, EDGE OF PAVEMENT, BUILDING OVERHANG, CURB, STEEL GUARD RAIL, WOOD GUARD RAIL, CHAIN LINK FENCE, WOOD FENCE, UNDERGROUND DRAINAGE LINE, UNDERGROUND SEWER LINE, OVERHEAD WIRE, STONE WALL, APPROX. TREE LINE, PROPERTY LINE, EASEMENT LINE, LOCAL STREET LAYOUT LINE, PARCEL/DEED LINE, IRON PIN/REBAR FOUND, MONUMENT FOUND, CHD STATE HIGHWAY MONUMENT.



100 Great Meadow Road Suite 200 Wethersfield, CT 06109 860.807.4300



Locus Map (NOT TO SCALE)

Table with 3 columns: Segment, Length, Direction. Lists segments L1 through L10 with their respective lengths and directions.

Record Parcel Description

PARCEL A-1: A certain piece or parcel of land located at the Southeastern corner of Route 12 and Gungywamp Road... THENCE running North 75°-38' East 159.10' along the Southerly line of Gungywamp Road...

Survey Parcel Description

COMMENCING AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE EAST SIDE OF BRIAR HILL ROAD WITH THE NORTH SIDE OF GUNGYWAMP ROAD; THENCE S 82°-35'-59" E ACROSS GUNGYWAMP ROAD A DISTANCE OF 320.67' TO THE POINT OF BEGINNING; THENCE N 79°-46'-46" E BOUNDED NORTHERLY BY A CERTAIN 'PERPETUAL EASEMENT IN GUNGYWAMP ROAD' DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 64.66' TO A POINT;

THENCE S 86°-45'-24" E BOUNDED NORTHERLY BY A CERTAIN 'PERPETUAL EASEMENT IN GUNGYWAMP ROAD' DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 138.73' TO A POINT; THENCE N 83°-32'-36" E BOUNDED NORTHERLY BY A CERTAIN 'PERPETUAL EASEMENT IN GUNGYWAMP ROAD' DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 41.08' TO A POINT; THENCE N 89°-01'-36" E BOUNDED NORTHERLY BY A CERTAIN 'PERPETUAL EASEMENT IN GUNGYWAMP ROAD' DESCRIBED IN VOLUME 197 PAGE 292 A DISTANCE OF 49.41' TO A POINT;

Map References

- 1. LAND PURCHASE MAP, 250 UNITS, CAPEHART PROJECT, UNITED STATES NAVY, GROTON, CONN., JOB NO. 9515', PREPARED AT A SCALE OF 1"=200' BY CHARLES A. CAHN, NEW HAVEN, CT, DATED JULY 1962.
2. 'ALTA/ACSM LAND TITLE SURVEY PREPARED FOR RAYMOND JAMES & ASSOCIATES, INC. & GMH MILITARY HOUSING, LLC, NAUTILUS PARK, GROTON, CT., JOB NO. 24060', PREPARED AT A SCALE OF 1"=200' BY FLYNN & CYR LAND SURVEYING LLC, BERLIN, CT., DATED JUNE 30, 2004 AND REVISED THROUGH OCTOBER 20, 2004.
3. 'BOUNDARY STAKE-OUT SURVEY, MAP PREPARED FOR SEAN KENT, SHOWING LAND TO BE LEASED, GUNGYWAMP ROAD, GROTON SUB BASE, GROTON, CONNECTICUT', PREPARED AT A SCALE OF 1"=20' BY FLYNN & CYR LAND SURVEYING LLC, BERLIN, CT., DATED SEPTEMBER 29, 2006.
4. 'EXHIBIT B' TO LEASE AGREEMENT WITH NAVY FEDERAL CREDIT UNION, CONTRACT NO. N40085-15-RP-00146, SHOWING GROUND LEASE AREA PROVIDED BY THE U.S. DEPARTMENT OF THE NAVY.

Title Notes

REFERENCE IS MADE TO CHICAGO TITLE INSURANCE COMPANY ALTA COMMITMENT FOR TITLE INSURANCE, ORDER NUMBER: CT5382147C-HT, EFFECTIVE DATE: JULY 17, 2015.
SCHEDULE B II EXCEPTIONS
1-3. NOT SURVEY RELATED.
4. REFER TO SURVEY.
5-11. NOT SURVEY RELATED.

Lot Line Adjustment Map

Gungywamp Road Groton, Connecticut

Table with 4 columns: No., Revision, Date, Apprd. Includes a signature line for TD and a date of 1/5/2017.

ALTA/ACSM Land Title Survey

Property Survey & Topographic Survey PID #168907690562 001E

Drawing Number: STATE OF CONNECTICUT LAND SURVEYOR, Christopher C. Danforth, L.S. #7018, dated 1/5/17. Includes a drawing number 'L-1' and sheet number '1 of 1'.

Schedule B – Private Party Rates for Utility Services & Security Deposit Calculations

1. FY19 Utility Rates

- a. Water - \$14.76 / kgal
- b. Wastewater (Sanitary Sewer) - \$17.52 / kgal

2. Security Deposit

- a. Water
 - i. 14 kgal per month x \$14.76 / kgal = \$206.64
- b. Wastewater (Sanitary Sewer)
 - i. 14 kgal per month x \$17.52 / kgal = \$245.28
- c. Total Deposit = \$451.92