AMENDMENT NO. 7

FOOD AND BEVERAGE MANAGEMENT SERVICE CONCESSION AGREEMENT AT PEASE GOLF COURSE

Owner:

Pease Development Authority ("PDA")

Concessionaire:

Galley Hatch Restaurant, Inc. d/b/a Grill 28

Contract Date:

April 1, 2009

WHEREAS, Galley Hatch Restaurant, Inc. ("Grill 28" or "Concessionaire") assumed the Food and Beverage Service Concession Agreement at Pease Golf Course (the "Agreement") by virtue of an assignment from Galley Hatch Catering Services, Inc. dated March 14, 2012;

WHEREAS, the Agreement has been amended six (6) previous times; and
WHEREAS, the parties desire to extend the term of this Agreement, as amended, by two
(2) additional years and to include additional provisions regarding certain cost allocations.

NOW THEREFORE, PDA and Grill 28 agree to this Amendment No. 7 to the Agreement, as follows:

- 1. Section 1, Paragraph 1 of Amendment 3 of the Agreement is amended to extend the term of the Agreement two (2) additional years, through October 31, 2025.
- 2. The following provisions are added and incorporated into the Agreement:
 - a. Galley Hatch Restaurant Inc. shall be responsible for the purchase of any front of the house equipment, restaurant supplies, and merchandise, not referenced in Exhibit I, including, but not limited to glass / stemware; dinnerware; utensils; and bar necessities.
 - b. Galley Hatch Restaurant Inc. shall be responsible to reimburse PDA twenty-five percent (25%) during years 1 and 2 of this Amendment No. 7 extension, on a quarterly basis, for the cumulative total of the following expenses: dumpster receptacle charge; electricity, propane gas charges; heat; cable / phone; cleaning services, chemicals, and tent rental.
 - c. Galley Hatch Restaurant Inc. shall reimburse PDA, on a quarterly basis, fifty percent (50%) of room fees collected for any event booked in the

simulator room, and twenty-five percent (25%) of tent fees collected for any event booked in the function tent.

Galley Hatch Restaurant, Inc.

All other terms and conditions of the Agreement, as amended, shall remain in full 3. force and effect and continue to be binding upon the Parties.

In Witness Whereof, PDA and Grill 28 have agreed to the aforementioned Amendment

Rease Development Authority Witness: Rusine a-O'Nail

Date: 6/20/2023

Witness: 6 Paul E. Brean, Executive Director

Date: 6/14/2023

Exhibit I Kitchen and Bar Equipment

Kitchen

8' x 10' Walk In Cooler 8' x 10" Walk In Cooler with 4' x 8' Walk In Freezer Double Stack Convection Oven Four Burner Gas Range Top 40" Hot Griddle Plate 24" Gas Grill Top 2 - Two basket Fryolators 3 - 4' Floor Food Service Coolers 7 - 8' Stainless Steel Counter Tops 60' Stainless Steel Storage Rack Systems 36" Reach In Freezer Stainless Steel Salad Station 2 - Stainless Steel Sandwich Station 900 lb Ice Machine Double Door Reach In Cooler Portable Grease Filter Unit High Temp Dish Washer Area Double Bin Dish Washer Area Reach In Hot Box 10 Gallon Electric Mixer Stainless Steel Meat Slicer

Bar

2 – Under Counter Reach In Bottle Coolers Glass Washer 2 – Three Quarter Keg Beer Coolers Beer Line Cooling System

8' Stainless Steel Outdoor Gas Grill

GOLF COURSE FOOD AND BEVERAGE FY24 PROJECTED EXPENSE REIMBURSEMENT - CONCESSIONAIRE

| Line Item | FY24 PDA Budget- annual cost |
|-------------------|------------------------------------|
| Cleaning Contract | 26,144 |
| Tent Rental | 28,000 |
| Electricity | 36,959 |
| Propane | 32,772 |
| Internet/TV | 12,000 |
| Telephones | 2,700 |
| Waste Removal | 9,353 |
| Total | 147,928 |
| % due from | |
| Concessionaire | 25% |
| Estimated Annual | |
| Revenue from | |
| Concessionaire | 36,982 |
| Monthly cost | 3,082 |