

**DEVELOPER/OPERATOR COMMENT / INQUIRIES AND RESPONSES
TO RFQ/RFP 2025-08-A - DEVELOPER/OPERATOR FOR HAMPTON I-95 SERVICE AREAS**

1. **Q:** Would the NHLC consider a one-day-for-one-day extension to Rent Commencement Dates for delays resulting from permitting, governmental approvals, utility coordination, or other matters outside the Developer/Operator's reasonable control, provided the Developer/Operator has diligently pursued all approvals?

A: Any delays beyond reasonable control of the Developer/Operator will be addressed on a case-by-case basis.

2. **Q:** Will the NHLC permit with prior approval reasonable evolution of foodservice, retail, and service concepts over the lease term provided overall operational quality and service standards are maintained?

A: Reference D-4 Products Offerings and Service Standards and the terms set forth therein. It is not clear what "reasonable evolution" means. Due to the ambiguous nature of the question this will not be answered and the RFQ/RFP will not be amended.

3. **Q:** With reference to Appendix D-16, Appendix D-27, and Appendix D-44, would the NHLC permit a qualified lender or lender-designated replacement operator to cure defaults and assume operations prior to termination?

A: The Developer/Operator must adhere to the terms set forth in Sections D-16, D-27, and D-44. The NHLC must retain the right to exercise all options set forth therein.

4. **Q:** With reference to Appendix D-44, please clarify whether internal ownership restructuring, estate planning transfers, passive ownership changes, refinancing transactions, or lender-directed transfers following a default with appropriate notice to NHLC would constitute a prohibited change of ownership?

A: The Developer/Operator must adhere to the terms set forth in Section D-44. The Developer/Operator is obligated to provide the required notice and the NHLC must reserve the right to exercise all options set forth therein.

5. **Q:** Does the NHLHC have a preference regarding whether drive-thru service is included or excluded as part of the proposed operational program? Page 5, Page 32, and Page 42 all say that “The Service Areas must also provide essential services such as... drive-thru facilities”. The “shall be permitted” language only appears on Page 59.

A: The Drive-Thru design element is a required program element.

6. **Q:** With reference to Appendix D-23 and Appendix D-27, please clarify whether lenders would be provided the opportunity to cure defaults or appoint a qualified replacement operator prior to termination following an insolvency-related event.

A: The Developer/Operator must adhere to the terms set forth in Sections D-23 and D-27. The NHLHC must retain the right to exercise all options set forth therein.

7. **Q:** Please clarify what is intended by “all major Developer/Operator affiliated companies” on Page 19. Specifically, what is meant by “affiliated”? Does it mean entities under common ownership and/or control of the Developer/Operator or does it include the various third-parties, consultants, contractors, and subcontractors that may be assisting a Developer/Operator with their response?

A: Neither. Section VI requires the Developer/Operator to demonstrate its “financial capacity to finance the re-development of the Hampton Liquor sites, and to operate and maintain the facilities, including funding all construction, improvements, and maintenance requirements.” For bullet point two under Section VI (relative to financial statements), “affiliated companies” includes the Developer/Operator and any and all entities or individuals that the Developer/Operator is relying on to fund all construction, improvements, operations, and maintenance requirements.

For bullet point three under Section VI of the RFQ (relative to litigation), “affiliated companies” would include any entity or individual identified in bullet points one and two of Section VI, in addition to any of the individuals or entities outlined in Section II of the RFQ on page 17-18.