

RETURN DATE: APRIL 2, 2024 : SUPERIOR COURT
5CP MASTER TENANT, LLC : JUDICIAL DISTRICT OF HARTFORD
V. : HOUSING SESSION
P2B DOWNTOWN, LLC D/B/A :
THE PLACE 2 BE : MARCH 18, 2024

SUMMARY PROCESS COMPLAINT

1. Plaintiff 5CP Master Tenant, LLC (“Landlord”) is a limited liability company organized and existing pursuant to the laws of the State of Connecticut with its principal place of business located at 114 Mulberry Street, Ground Floor, New York, NY 10013.

2. Landlord is the owner of a commercial building located at 5 Constitution Plaza, Hartford, Connecticut (the “Building”).

3. Defendant P2B Downtown, LLC d/b/a The Place 2 Be (“Tenant”) is a limited liability company organized and existing pursuant to the laws of the State of Connecticut with its principal place of business located at 5 Constitution Plaza, Hartford, CT 06103.

4. On or about October 1, 2020, Landlord and Tenant entered into a Lease Agreement (“Original Lease”) whereby Tenant leased approximately 5,429 square feet of commercial real estate in the Building (the “Premises”) from Landlord. A true and correct copy of the Original Lease is attached as **Exhibit A**.

5. Thereafter, Tenant took possession of the Premises pursuant to the Original Lease and currently remains in possession of the Premises.

6. The Original Lease was amended by that certain First Amendment of Lease dated April 17, 2023 (“First Amendment”). A true and correct copy of the First Amendment is attached as **Exhibit B**.

7. The Original Lease as amended and modified by the First Amendment shall hereinafter be collectively referred to as the “Lease.”

8. Tenant agreed to pay base rent and all other payments required to be made by Tenant including, but not limited to, tax rent, common area rent, and various other amounts due under the Lease.

9. Tenant breached the Lease by failing to pay all amounts when due.

10. On or about November 8, 2023, Landlord sent Tenant a notice concerning unpaid base rent and additional rent and requested prompt payment of same. A true and correct copy of the notice is attached as **Exhibit C**.

11. Despite demand, Tenant has failed to pay all sums due to Landlord.

12. On or about February 22, 2024, Landlord served a notice to quit bearing a quit date of February 27, 2024 (“Notice to Quit”) on Tenant. A true and accurate copy of the Notice to Quit (along with the executed return of service) is attached as **Exhibit D**.

13. Although the date designated on the Notice to Quit has passed, the Tenant remains in possession, control, and occupancy of the Premises.

[Request for relief to follow]

WHEREFORE, plaintiff claims:

1. Immediate possession of the Premises;
2. A forfeiture of the possessions and personal effects of the defendant, pursuant to

Connecticut General Statute § 47a-23a; and

3. Such other and further relief as to equity may pertain.

**Plaintiff,
5CP Master Tenant, LLC**

By: 
Kevin J. McEleney
Olivia L. Benson
Updike, Kelly & Spellacy, P.C.
225 Asylum Street, 20th Floor
Hartford, CT 06103
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EXHIBIT D

NOTICE TO QUIT (END) POSSESSION

JD-HM-7 Rev. 4-19
C.G.S. § 47a-23

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov



Instructions:

1. Complete this notice. Make sure that the person signing this notice is the owner or lessor, or the owner's or lessor's legal representative, or the owner's or lessor's attorney-at-law or in-fact.
2. Give the completed notice to a state marshal or any proper officer with enough copies for each adult occupant and tenant you want to evict.
3. After service (delivery to the tenant(s) and occupant(s)) is made, the original Notice to Quit will be returned to you. If you do not want to include your address on this form, give this information to the marshal or other proper officer on a separate sheet so that the officer can return the original notice to you promptly after making service.

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

To: Name(s) of tenant(s) and occupant(s)

P2B Downtown, LLC d/b/a The Place 2 Be

Address of premises, including apartment number, if any

Approx. 5,429 square feet of commercial real estate located at 5 Constitution Plaza, Hartford, CT 06103

You must quit (end) possession or occupancy of the premises described above and now occupied by you on or before (date) February 27, 2024 for the following reason(s) (specify):

1. Nonpayment of commercial rent;
2. The tenant once had permission to occupy the premises, but no longer does.

NOTICE: ANY PAYMENT TENDERED AFTER THE DATE SPECIFIED TO QUIT POSSESSION OR OCCUPANCY WILL BE ACCEPTED FOR USE AND OCCUPANCY ONLY AND NOT FOR RENT, WITH FULL RESERVATION OF RIGHTS TO CONTINUE WITH THE EVICTION ACTION.

If you have not moved out of the premises by the date indicated above, an eviction (summary process) case may be started against you.

Name and title of person signing (Print or type)	Signed	
Olivia Benson	Date signed	Dated at (Town)
Name of landlord	2/21/24	Hartford
5CP Master Tenant, LLC	Address of person signing (Submit to proper officer on a separate sheet if desired)	
Updike, Kelly & Spellacy, P.C., 225 Asylum Street, 20th Floor, Hartford, CT 06103		

Return of Service (To be completed by officer who serves (delivers) this notice)

Name(s) of person(s) served	Address at which service was made	On (Date of service)
P2B Downtown, LLC d/b/a The Place 2 Be served Jordan, manager on duty	Approx. 5,429 square feet of commercial real estate located at 5 Constitution Plaza Hartford	2/22/24
Then and there I made due and legal service of the foregoing notice by leaving a true and attested copy (copies) with or at the place where each of the tenant(s) and occupant(s) named above usually live. Jordan, manager on duty		Fees
Attest (Name and title)		Copy
 Alex Rodriguez Com		Endorsement
		Service 50.00
		Travel
		Total 50.00