New Hampshire Liquor Commission

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September 16, 2026

Heather Shank, Chair
c/o Brendan McDowell
Council on Resources and Development ("CORD")
NH Office of Planning & Development
100 North Main St, Suite #100 Concord, NH 03301

RE: SLR 19-006
Surplus of State Owned Real Estate in Hampton, NH

Dear Chair Shank:

I hope this letter finds you well. The New Hampshire Liquor Commission ("NHLC") previously applied for, and received, approval from CORD to dispose of two parcels of land on the northbound and southbound of I-95 that are adjacent to the existing NH Liquor Stores on each parcel. That matter was docketed in SLR 19-006 and approved on September 19, 2019.

After receiving this approval, and engaging in an RFP for the proposed sale of the property, the proposed sale was cancelled in favor in a leasehold transaction. Thereafter, the NHLC issued an RFQ/RFP 2025-08-A on June 19, 2026 in which the NHLC would retain\ fee ownership of both parcels and enter into a 35-year ground lease with a third-party as a public-private partnership for the construction, maintenance, and operation of the rest area adjacent to two reconstructed Liquor Stores.

Because CORD has previously approved the surplus of the exact parcels subject to the prior sales transaction and now a proposed lease, and because the NHLC has satisfied the conditions outlined in its previous decision, the NHLC believes that no further approval is necessary for this surplus since the approval of a sale would presumptively approve the disposal of lesser-included land rights, such as a long-term ground lease. The Long Range Capital Planning Commission is scheduled to review this same proposed action on September 28, 2026.

Should CORD determine that it must recommend approval of this alteration of the prior surplus decision, we respectfully request, pursuant to RSA 4:40 (Disposal of Real Estate) CORD recommend approval of this request. We hereby incorporate by reference the previously filed submissions in SLR 19-006. Specifically, we reference Appendix D of the RFQ/RFP 2025-08-A, which is attached, as containing the material terms of the anticipated future ground lease. Time is of the essence for this project.

Sincerely,

Patricia Peters, Esq., Director of Administration

Cc: Andrew S. Davis, Administrator
Matthew T. Broadhead, Director of the Division of Legal Counsel

APPENDIX D: GROUND LEASE CONTRACT REQUIREMENTS

D-1 NEW HAMPSHIRE CERTIFICATE OF AUTHORITY OR CERTIFICATE OF GOOD STANDING

(REQUIRED TO SUBMIT AT GROUND LEASE CONTRACT TIME BY DEVELOPER/OPERATORS)

As a condition of Ground Lease Contract award, the Developer/Operator must furnish a Certificate of Authority/Good Standing dated after July 1, 2026 from the Office of the Secretary of State of New Hampshire, entering into a 35 year Ground Lease Contract with a potential for two, 5-year extensions. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244
www.nh.gov

If your company is registered, a Certification thereof may be obtained from the Secretary of NHLC.

D-2 STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

All RFQ/RFP terms and conditions including but not limited to the following terms and conditions, shall constitute the basis for any and all Ground Lease Contracts resulting from the RFQ/RFP. The Developer/Operator, and its subcontractors and sub lessees will incorporate these terms and conditions into all subcontracts and sub leases.

STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

Effective Date: Completion of Services

The Ground Lease Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves this Ground Lease Contract (the "Effective Date").

The NHLC does not require the Developer/Operator to commence work prior to the Effective Date; however, if the Developer/Operator commences work prior to the Effective Date, such work shall be performed at the sole risk of the Developer/Operator. In the event that the Ground Lease Contract does not become effective, the NHLC shall be under no obligation to pay the Developer/Operator for any costs incurred or services performed.

D-3 DEVELOPMENT REQUIREMENTS

Development of the Hampton Service Areas shall take place within the limits of the real property described Appendix A. The Developer/Operator must minimize customer inconvenience during the development process subject to the terms described herein.

Furthermore, development activities shall be planned and scheduled to provide new facilities in the most expeditious manner possible. Once development activities are complete, the Developer/Operator shall assume responsibilities for site operations. The Service Areas shall at a minimum meet the program requirements identified herein. All plans and concepts shall be approved in writing by the State as identified in Appendix D-10; *Design Requirements*. The design plan must include an expansion in sewage capacity to the Service Area through a connection to the Town of Hampton's utility system. In designing the sewage connection, the Developer/Operator must also provide for a way for the Town of Hampton tie-in to the expanded system. Plan reviewers will include the New Hampshire Department of Transportation, the New Hampshire Liquor Commission and the New Hampshire Department of Business and Economic Affairs.

The facilities must be maintained at the level typical of quality dining destinations. The Service Areas must also provide essential services such as fueling for cars; rest room facilities; visitor information center; car, truck, and bus parking; take-out and seated food services; drive-thru facilities; a convenience store; land line telephones; and wireless internet. Truck and bus parking should be designed in such a way to minimize their view by the patrons when parking and entering the Service Area. The new Service Area facilities shall provide locally or regionally branded and/or recognized food concepts and, if constructed, major branded or locally recognized fuel concepts. Most importantly, they should provide a must stop experience for vacation travelers and be a safe haven and comfortable rest stop for millions of motorists.

All development concepts shall incorporate a New Hampshire theme. Such theme shall include elements embodied in NH's culture, history, and visual aesthetics that are emblematic of the State's tourism appeal. Such themes shall include elements of traditional New Hampshire branding and/or culture such as "Granite NHLC" and be truly "New Hampshire". Refer to the BEA's website at www.visitnh.gov for information on promoting New Hampshire. The Developer/Operator is encouraged to contact NH Made Products (Trish Ballantyne, 603-679-9800) for possible sublease of space in Service Area buildings.

The Developer/Operator will be responsible for all aspects of the project including, but not limited to:

- Demolition of the existing northbound and southbound rest areas and liquor stores.
- All site work including parking, sidewalks, gates, fencing, landscaping, seating, lighting, utilities, security, etc.
- Construction of a new Service Area building northbound and southbound accommodating a variety of food and travel service offerings.
- Construction of a new liquor store building at each site to be purchased by the New Hampshire Liquor Commission for their operation.
- Construction of a new, self-service automobile fueling station at each site.
- Operation and maintenance of the new Service Areas until December 31, 2062 as defined under this Ground Lease Contract, unless terminated earlier as provided herein.

The Developer/Operator shall be responsible for all development costs associated with the project including, but not limited to, demolition, construction, operation and maintenance of the

Hampton Service Areas as described in this Ground Lease Contract. The Developer/Operator may employ subcontractors/sub-lessees to deliver required services subject to the terms and conditions of this Ground Lease Contract. The Developer/Operator shall remain wholly responsible for performance of the entire Ground Lease Contract regardless of whether a subcontractor/sub-lessee is used. The State will consider the Developer/Operator to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from this Ground Lease Contract.

D-4 PRODUCT OFFERINGS AND SERVICE STANDARDS

The Developer/Operator agrees to operate the Leased Premises on the Turnpike in a highly efficient and attractive manner and to conduct its operations so as to make its facilities on the Interstate models of proper management, both for the service of the public and the winning of public esteem for the Developer/Operator, its service and products, and for the State of New Hampshire as a whole. In this respect, the continuous maintenance of high quality sanitation, cleanliness, food products, food service, fuel products, fuel service, personnel training, customer services and general operations are of the essence of this Ground Lease Contract.

The Developer/Operator will be permitted to dispense: food, alcoholic (malt-based beer only), non-alcoholic beverages and such other products, including candy, snacks, canned beverages, tobacco products, maps, and travel aids as are customarily sold at service area facilities for the comfort of their patrons. The Developer/Operator agrees not to use or to permit any part of the Leased Premises to be used for any other commercial purpose, except as specifically allowed by this Ground Lease Contract or as permitted by the NHLC in writing. No CBD, THC, or cannabis sales are allowed.

In addition, to the extent and for so long as the NHLC may agree in its sole discretion in writing, the Developer/Operator may do the following: sell a selection of retail items, such as souvenirs, clothing, and regional products; operate carts outside in areas mutually agreed upon and sell from those carts any item the Developer/Operator is allowed to sell inside.

The Developer/Operator will operate at each site franchise or branded facilities as provided in Developer/Operator's Proposal. The Developer/Operator shall operate these facilities in accordance with the terms of this Ground Lease Contract and the applicable franchise or licensing agreements unless and until the NHLC agrees in writing that any one or more of these facilities may be discontinued or replaced with one or more alternatives. The Developer/Operator shall not change substantially the food service concepts set forth in this Ground Lease Contract, all as more fully described herein, without the prior written approval of the NHLC. Any change in concept required by a franchisor of all of its franchisees may be implemented upon the Developer/Operator's giving prior written notice thereof to the NHLC, in which event prior approval of the NHLC will not be necessary unless the requirements of Appendix D-26: *Warranties and Representations* hereof apply.

As to matters involving sanitation, cleanliness, food quality, personnel training, customer service and general operations, any facility operated by Developer/Operator on the Leased Premises shall be conducted in strict accordance with the highest standards applicable to facilities of the same type. All such aspects of the Developer/Operator's operations shall conform to the manual of operating data or comparable operating guidelines issued by the applicable franchisor as from time to time in effect.

Without limiting the generality of the foregoing requirements, the Developer/Operator shall assure that Turnpike patrons are served promptly, efficiently and courteously and that a sufficient number of trained and properly attired personnel are on duty to operate the Leased Premises. All food, drinks, beverages, confections, merchandise and other items sold or kept for sale under this Ground Lease Contract shall be wholesome and pure, and must conform in all respects to Federal, State and municipal laws, ordinances and regulations. All goods and services offered for sale must be in good taste and be considered appropriate, proper and consistent with the NHLC's obligations to the patron.

The Developer/Operator shall, in and about all Leased Premises, control the conduct, demeanor and appearance of persons doing business with it, as well as its agents, servants and employees, and exert reasonable control over the conduct of its customers, guests and invitees.

D-5 TERM

The Developer/Operator’s initial term of this Ground Lease Contract shall commence when approved by Governor and Council, (anticipated to be in December 2026) and, unless sooner terminated in accordance with the provisions hereof, shall extend to the Expiration Date. The Expiration Date of this Ground Lease Contract shall be December 31st of the thirty-fifth (35) year from the date of substantial completion of the northbound Service Area.

The NHLC covenants that the Developer/Operator, on paying the Rent as defined herein and performing the Developer/Operator’s obligations in this Ground Lease Contract, shall peacefully and quietly have, hold and enjoy the Leased Premises throughout the Term, without hindrance, ejection or molestation by any person lawfully claiming under the NHLC, except that the NHLC shall have and enjoy all rights of entry and all other rights set forth herein.

D-6 RENT PAYMENTS

From and after the commencement of this Ground Lease Contract, the Developer/Operator covenants and agrees to pay Fixed Rent, Percentage Rent, Fuel Rent, Electric Vehicle Charging Rent (Collectively "Rent") as provided in this section.

Payment

All rent shall be paid in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at such place as the NHLC in writing may designate, without any set-off or deduction whatsoever (except as otherwise provided herein) and without any prior demand therefore. In the absence of such written designation, all Rent shall be paid at the office of the NHLC, Accounts Payable Department, 50 Storrs Street, Concord, NH 03301 or electronically to APDept@liquor.nh.gov, payable to “State of New Hampshire, New Hampshire Liquor Commission”.

<u>Fixed Rent</u>
During each calendar year of the term (herein a Lease Year) the Developer/Operator shall pay Fixed Rent, in twelve (12) monthly installments for the term of the Ground Lease Contract. Such Fixed Rent shall be payable in advance on the first day of each calendar month included in each Lease Year. Lease Year is defined as beginning January 1st and ending December 31st each year with the exception of the first Lease Year, which shall be defined as noted. The first Lease Year shall be calendar year 2028. Fixed Rent shall begin on June 15, 2028, for the northbound Service Area and on December 15, 2028 for the southbound Service Area regardless of any delays in commencing business including but not limited to delays caused by failure to obtain required approvals or permits. Fixed Rent for the Ground Lease Contract term shall end on December 31, 2062, unless extended by the NHLC as permitted under this Ground Lease Contract.

<u>Percentage Rent</u>
During each Lease Year, the Developer/Operator shall pay as Percentage Rent, the amount, if any, by which the Developer/Operator's Gross Sales from the Leased Premises during such Lease Year shall exceed the annual Fixed Rent payable for the same period multiplied by the applicable annual Percentage Rent rate set forth in this RFQ/RFP. Gross Sales is defined in Appendix E. The Percentage Rent will be calculated monthly as the cumulative monthly Percentage Rent minus the cumulative monthly installments of the Fixed Rent. The new Percentage Rent rate takes effect at the beginning of each 5-year Lease period. Percentage Rent takes effect for each Service Area after it opens and extends for the remaining term of this Ground Lease Contract.

At the expiration of each Lease Year, the Developer/Operator shall pay to the NHLC as Percentage Rent a sum equal to the amount, if any, by which the cumulative Gross Sales transacted during such Lease Year multiplied by the Percentage Rent Rate exceeds the aggregate of the Fixed Rent payable for said Lease Year.

The Developer/Operator shall utilize, and cause to be utilized, cash registers equipped with sealed continuous totals or such other devices for recording sales to record all cash sales. The Developer/Operator shall provide the NHLC with written notice of the serial numbers for each cash register in use at the Leased Premises and shall also promptly notify the NHLC of the serial number and date of installation of any substitute or additional cash register so used. The Developer/Operator shall keep, at Developer/Operator's Headquarters or such other location as the NHLC may approve, which approval shall not be unreasonably withheld, for at least forty-two (42) months after expiration of each Lease Year (or such shorter period of time as the NHLC may approve with respect to any particular Lease Year), full, true, and accurate books of account and records conforming to generally accepted accounting principles showing all of the Gross Sales transacted at, in, on, about or from the Leased Premises for such Lease Year, including all tax reports, dated cash register tapes, sales checks, sales books, bank deposit records and other supporting data.

Within twenty (20) days after the end of each calendar month, or portion thereof, the Developer/Operator shall furnish to the NHLC a Statement signed and verified by an authorized officer of the Developer/Operator of the Gross Sales transacted during such month or portion thereof; and, beginning in 2028, on or before September 1 in each calendar year and within sixty

(60) days after the end of the Term, the Developer/Operator shall furnish to the NHLC a statement, hereinafter called the annual statement, certified to the NHLC by an officer of the Developer/Operator, of Gross Sales transacted during the preceding Lease Year included in the Term. The certification by said authorized officer of the Developer/Operator shall expressly NHLC that the Gross Sales shown on said statement conform with and are computed in compliance with the definition thereof contained in this Ground Lease Contract.

The NHLC shall have the right from time to time by its accountants or representatives to audit all statements of Gross Sales from the Leased Premises and in connection with such audits to examine all of the Developer/Operator's records (including all supporting data from which such Gross Sales may be tested or determined) of such Gross Sales disclosed in any statement given to the NHLC by the Developer/Operator; and the Developer/Operator shall make all such records readily available for such examination. If any such audit discloses that the actual Gross Sales transacted by the Developer/Operator exceed those reported, the Developer/Operator shall forthwith pay to the NHLC such additional Percentage Rent as may be so shown to be payable, including interest at two (2%) percent above the federal funds rate but in no event to exceed the maximum rate allowed by law and, if the excess so disclosed shall be more than 3% of actual Gross Sales, the Developer/Operator shall also then pay the reasonable cost of such audit and examination.

<u>Fuel Rent</u>
During each Lease Year, the Developer/Operator shall pay monthly Fuel Rent (if automobile fueling stations are proposed) equal to the sum of:

(i) The number of gallons of gasoline and automobile diesel fuel sold at the automobile fueling stations during each calendar month multiplied by the Fuel Rent Factor. The term “Fuel Rent Factor” means the NHLC mark-up per gallon amount identified in Appendix F, Form 7 which shall be adjusted upwards $0.01 every 10 years.

Such rental payments shall be due on or before the twentieth (20^{th}) day of each calendar month for all rentals earned during the preceding calendar month.

The Developer/Operator shall submit with each monthly Fuel Rent payment a statement of the total number of gallons of gasoline and automobile diesel fuel sold at each of the automobile fueling stations during the preceding month. Such statement shall be certified to the NHLC by the Developer/Operator.

The Developer/Operator shall keep full, true, and accurate books and records conforming to generally accepted accounting principles showing both the gallons of gasoline and automobile diesel fuel sold from the Leased Premises for such Lease Year, including all tax reports, dated cash register tapes, sales checks, sales books, bank deposit records and other supporting data. Within twenty (20) days after the end of each calendar month or portion thereof, the Developer/Operator shall furnish to the NHLC a statement, in a form satisfactory to the NHLC, signed and verified by an authorized officer of the Developer/Operator, of all such sales transacted during such month or portion thereof.

The NHLC hereby retains the right to audit all Statements on an annual basis of sales, gallonage and receipts from the Leased Premises and in connection with such audits to examine all of the Developer/Operator's records of sales (including all supporting data from which such Statements of sales, gallonage and receipts may be tested or determined), gallonage and receipts disclosed in any Statements given to the NHLC by the Developer/Operator; and the Developer/Operator shall make all such records readily available for such examination. If any such audit discloses that the actual sales transacted, gallons sold or money received by the Developer/Operator exceed those reported, the Developer/Operator shall forthwith pay to the NHLC such additional Fuel Rent as may be so shown to be payable and, if the excess so disclosed shall be more than 3% of the Fuel Rent previously reported by the Developer/Operator, the Developer/Operator shall also then pay the reasonable cost of such audit and examination.

Electric Vehicle Charging Rent

Annually from the date of substantial completion for the northbound and southbound liquor and wine outlets, the Developer/Operator Electric Vehicle Charging Rent (if EV Charging stations are proposed) equal to the sum of:

(i) The Electric Vehicle Charging gross revenue from all Charging Stations annually multiplied by the NHLC percentage mark-up of EV charge gross revenue identified on Form 8: *Electric Vehicle Charging Rent*.

Rent for a Partial Month

For any portion of a calendar month included at the beginning or end of the Term, the Developer/Operator shall pay l/30 of each monthly installment of Rent for each day of such portion payable in advance at the beginning of such portion, except that Percentage Rent, Fuel Rent, and Electric Vehicle Charting Rent for such portion shall be computed and paid as provided in Appendix D-6 respectively hereof.

Interest

If the Fixed Rent, Percentage Rent, Fuel Rent, or Electric Vehicle Charging Rent is not paid when due, interest shall accrue on the balance due beginning after the fifth (5th) calendar day following the mailing of written notice of nonpayment given by the NHLC to the Developer/Operator at a rate per annum of two (2%) percent above the federal funds rate but in no event to exceed the maximum rate allowed by law.

D-7 DEFINITION OF GROSS SALES

The term "Gross Sales" shall mean the gross amount, in cash or for credit (whether or not collected), received from the sale of all food, alcoholic and non-alcoholic beverages, tobacco products, lottery tickets, travel aids, automobile products and all other commodities and services including but not limited to advertising and marketing at or from the Leased Premises, whether sold for consumption on or off the Leased Premises. Gross Sales include sales of products and services from amusement machines, telephones, and other devices which are owned by the Developer/Operator and operated on the Leased Premises, and also commissions paid to the

Developer/Operator with respect to said devices which are owned by others and operated on the Leased Premises. Any tax imposed upon and added to the retail sales price of food, services or merchandise at the retail level and collected by the Developer/Operator shall not be treated as a part of Gross Sales. No franchise or capital stock tax or income tax which forms a part of the cost of merchandise to the Developer/Operator or otherwise shall be deducted in the computation of Gross Sales. Gross Sales shall not include the sales price of returned merchandise, sales or exchanges made to or with other stores, restaurants or establishments operated by the Developer/Operator, or the prices of meals served to employees of the Developer/Operator whether such meals are served with or without charge. Fuel is not included in Gross Sales.

D-8 TAXES

The Developer/Operator shall duly pay or cause to be paid all taxes, assessments and governmental charges of any kind that may at any time be lawfully assessed or levied against or with respect to the Developer/Operator's leasehold interest (whether real or personal) hereunder, or its property and improvements located on the Leased Premises or any construction materials or equipment incorporated or installed on the Leased Premises. Except as otherwise identified or provided herein, the Developer/Operator shall also duly pay or cause to be paid all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Leased Premises. The Developer/Operator may contest in good faith any such items, assessments and other charges, and in such event, may permit the taxes, assessments or other charges so contested to remain unpaid during any period, including appeals period when the Developer/Operator is in good faith contesting the faith, so long as adequate reserves have been established and enforcement of the contested item is effectively stayed.

The Developer/Operator is not required to pay property tax on the liquor store buildings or land area under the liquor store buildings.

Failure of the Developer/Operator to pay the duly assessed taxes when due shall be considered an Event of Default.

D-9 CONSTRUCTION REQUIREMENTS

The Developer/Operator shall be solely responsible for conducting, and shall assume all risk with respect to construction or renovation activities on the Leased Premises. All engineering reports or other results of such investigations or analyses shall be jointly addressed to and delivered to the NHLC by the consultants in question. The NHLC may require the Developer/Operator to conduct, at the Developer/Operator’s expense, further investigation or analyses that the NHLC may determine are reasonably required to protect the NHLC’s interests. The Developer/Operator shall not rely on the NHLC’s exercise or non-exercise of its rights in the preceding sentence as any kind of representation on the part of the NHLC or its consultants that the investigations or analyses procured by the Developer/Operator are sufficient for construction or any other activities of the Developer/Operator.

All construction shall be performed using first class materials and workmanship in strict accordance with the NHLC-approved plans and specifications.

Upon completion of final plans and specifications as defined in Appendix D-9, the Developer/Operator shall submit to the NHLC said final plans and specifications together with the bonds and insurance certificates required under Appendix D-22 *Insurance and Bonds*. Upon the Developer/Operator's receipt of approval by the NHLC of such final plans and specifications, such insurance certificate and such bonds, the Developer/Operator shall without delay commence construction of the improvements contemplated in such plans and specifications and shall continue with all reasonable dispatch to complete the same on or before any applicable date for completion set forth in this Ground Lease Contract or in any approval given by the NHLC under this section.

The parties agree to cooperate and consult with each other throughout the entire construction period, and the NHLC shall have the right to attend any meetings and to review the content of any communications the other Developer/Operator may have with its contractors. Each party agrees to use all reasonable efforts to accommodate the legitimate concerns of the other party as long as those concerns are consistent with the duties, rights and responsibilities of the respective parties as outlined in this Ground Lease Contract and attachments hereto. The NHLC and its authorized agents or representatives shall have access to the construction site at all reasonable times and the right to inspect construction work for compliance with the requirements of this Ground Lease Contract. The NHLC shall be notified of the regularly scheduled, biweekly job meetings among the Developer/Operator's inspecting architects and engineers and the contractor(s) performing such construction. The NHLC's duly authorized representative shall also receive copies of all minutes issued by the Developer/Operator's inspecting architect or engineer with respect to each such biweekly job meeting.

The Developer/Operator shall take or cause to be taken all safety precautions and programs in connection with its construction work as shall be reasonably necessary and/or which are required by federal, NHLC or local regulation to prevent damage, injury or loss to employees of the Developer/Operator or any of its contractors or subcontractors, to patrons of the Turnpike, or to any other person, or to any property of the NHLC or of it patrons.

The Developer/Operator shall promptly cause to be discharged of record any lien, attachment or other claim asserted against the property of the NHLC, immediately upon the filing of any such claim. Without limiting the rights of the NHLC as set forth in this Appendix D, the Developer/Operator covenants and agrees to defend, and indemnify and save harmless the NHLC from and against any and all claims, demands, suits, actions, judgments, recoveries, and expenses, including but not limited to the fees and expenses of attorneys, against or incurred by the NHLC in connection with any claim by any contractor, subcontractor, workman, material supplier, design professional or any other party on account of work performed or goods or services delivered in connection with the performance of any repairs, redecorating, remodeling or construction on the Leased Premises.

<u>Requirements During Construction</u>

The existing Liquor and Wine outlets and 100 existing parking spaces each side shall remain operational to the same level as current throughout the development process by the Developer/Operator.

The Developer/Operator shall provide portable restroom facilities on site during construction for use by Turnpike travelers during construction. Such facilities shall be compliant with NHLC and local codes and Americans with Disabilities Act (ADA) and be fully functional before the existing restroom facilities are demolished. A heated facility containing hand washing facilities and a minimum of three (3) men's and three (3) women's portable toilets shall be provided. These portable restrooms shall be kept clean and emptied at least weekly. These restroom facilities shall be separated from any toilet facilities the Developer/Operator provides for construction staff.

The Developer/Operator shall conduct a pre-construction meeting, as scheduled in his Project Work Plan, for each site after which, it must assume maintenance responsibilities at the site as described in Appendix D-12: *Developer/Operator Responsibilities*.

Essential Services must be provided without disruption during construction. Essential Services are defined as maintaining 100 parking spaces each side, parking lot lighting, utilities (electric, water, sewer, etc.), portable restrooms, and access to the liquor and wine outlets. Failure to provide and maintain these Essential Services by the Developer/Operator shall constitute an Event of Default (see Appendix D-27: *Termination for Default*) and the Developer/Operator shall compensate the NHLC at a rate of 1/30th of the monthly Gross Profit of the affected liquor store on the affected sites per day of disruption until the default is cured. Such compensation shall be paid within 15 calendar days following the end of the calendar month during which the closure occurs.

<u>Liquor Store Requirements During Construction</u>

Interior maintenance of the existing liquor store buildings shall be the responsibility of NHLC during construction.

The Developer/Operator has the option to close the existing liquor store(s) once for a period of up to thirty (30) consecutive calendar days during the construction of a new Service Area and liquor store. If the Developer/Operator elects this option it shall provide at least 60 calendar days advanced written notice to the NHLC and shall compensate the NHLC an amount equal to 110% of the Gross Profit for the effected calendar days based on the previous year's sales plus/minus current sales trend of previous three full months sales, as documented by NHLC, for the existing effected operations. The Developer/Operator shall modify existing as well as furnish and install new signage to alert the public of such liquor store closure at least 30 calendar days in advanced of said closure.

<u>Reimbursement of Liquor Stores by NHLC</u>

The NHLC shall reimburse the Developer/Operator for the construction of each liquor store, terms shall be as follows:

- NHLC shall pay the Developer/Operator an amount for mobilization of approximately 15% of the estimated construction cost of the southbound liquor store building within 30 days of the signing of the Ground Lease Contract;
- Developer/Operator will invoice NHLC monthly for the southbound liquor store building

based on percent complete minus retainage;

- NHLC shall pay the Developer/Operator an amount for mobilization of approximately 15% of the estimated construction cost of the northbound liquor store building within 30 days of commencement of construction at the northbound site;
- Developer/Operator will invoice NHLC monthly for the northbound liquor store building based on percent complete minus retainage;
- Retainage at both sites will be release following issuance of certificate of occupancy and approval of NHLC;
- Estimated construction cost will be based on NHDPW cost estimating models and shall not exceed and be reimbursed up to a value of $26,830,000.00.

<u>Construction Planning</u>

Except as provided in in this Ground Lease Contract, no disruption to existing liquor store operations shall be allowed during construction of the new Service Areas and liquor stores.

Development of the northbound Service Area shall commence first. Development of the southbound Service Area may commence immediately thereafter.

The northbound Service Area shall be fully operational by June 15, 2028. The NHLC will consider allowing activities such as final paving, parking area striping, landscaping, final clean up and punch list items to be completed by August 30, 2028 for the northbound site upon request for approval by the Developer/Operator a minimum of 30 days beforehand.

The southbound Service Area shall be fully operational by December 15, 2028. The NHLC will consider allowing activities such as final paving, parking area striping, landscaping, final clean up and punch list items to be completed by March 15, 2029 for the southbound site upon request for approval by the Developer/Operator a minimum of 30 days beforehand.

Developer/Operator must manage all aspects of site development including the coordination of development activities with subcontractors and the NHLC. In addition, site planning must include a site development plan, demolition schedule, design and construction schedule, an organization chart, communications plan, quality control and quality assurance plans.

All parking lots (including employee parking lots), driveways, ramps, bridges and access roads will be designed and constructed by the Developer/Operator as its own cost.

<u>Construction Project Work Plan</u>

Prior to signing the Ground Lease Contract, the Developer/Operator shall prepare and submit a construction Project Work Plan to the NHLC for review and approval. This Plan shall accurately reflect the status of the Project schedule, tasks, deliverables, critical events and task dependencies at each site. This Plan shall be updated as necessary, but not less than once every two weeks. Any significant changes to the construction Project Work Plan shall require the prior approval of the NHLC. Unless otherwise agreed in writing by the NHLC, changes to the construction Project Work Plan shall not relieve the Developer/Operator from liability to the

NHLC for any damages resulting from the Developer/Operator's failure to perform its obligations under this Ground Lease Contract.

In the event of a delay in the schedule, the Developer/Operator shall immediately notify the NHLC in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Developer/Operator or NHLC causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected schedule impact on the Project. The schedule shall automatically extend on a day-to-day basis to the extent that the NHLC's execution of its major tasks takes longer than described in the construction Project Work Plan.

Notwithstanding anything to the contrary, the NHLC shall have the option to terminate this Ground Lease Contract for default, at its discretion, if it is dissatisfied with the Developer/Operator's Construction Project Work Plan or elements within the Project Work Plan. Failure to provide an adequate Construction Project Work Plan shall be considered an Event of Default.

<u>Licenses and Permits.</u> Except as set forth in Appendix D: *Consideration for Community Development*, the Developer/Operator shall promptly comply with all statutes, ordinances, rules and regulations of any government whether federal, NHLC, county or municipal or any department, agency or NHLC thereof applicable to the Leased Premises or any construction therein or renovations thereof or to the Developer/Operator's activities therein and shall apply for and obtain in a timely manner, at its sole cost and expense, all necessary federal, NHLC and municipal approvals and permits necessary for the commencement of construction, the occupation of buildings once renovated and the conduct of the Developer/Operator's activities as contemplated herein. The Developer/Operator must expand sewage capacity to the Service Area through a connection to the Town of Hampton's utility system. In designing the sewage connection, the Developer/Operator must also provide for a way for the Town of Hampton tie-in to the expanded system. The Developer/Operator agrees to make any reasonable alterations to the Leased Premises as contemplated that may be necessary to obtain any required approval or permit. The Developer/Operator agrees that the NHLC shall not be liable to the Developer/Operator for any damages, compensation for lost profits, reimbursement for funds expended or any expense whatsoever due to the failure of Developer/Operator to obtain an approval or permit. If the failure to obtain a required approval or permit prevents the construction of one of the Leased Premises in substantially the same form as contemplated herein then in such an event the parties agree to pursue all reasonable alternative configurations that could be expected to generate at least approximately the same amount of gross income.

D-10 DESIGN REQUIREMENTS

The Developer/Operator shall provide the NHLC with the Design Deliverables as defined in this Ground Lease Contract in accordance with the terms herein. Upon its submission of a Design Deliverable, the Developer/Operator shall represent that it has performed its obligations under the Ground Lease Contract associated with the Design Deliverable. Design Deliverables associated with Service Area design, including but not limited to plans and specifications, shall be submitted for review and approval by the NHLC at the following milestones:

- 30% Design Phase *(Note - The concept plans included with the RFQ/RFP are assumed to represent 30% design plans)*
- 80% Design Phase
- 100% Design Phase
- As-builts drawings – Post-construction Phase (following completion and acceptance of construction)

The aforementioned Design Deliverables shall be prepared consistent with the New Hampshire Department of Transportation standards for site/utility work including but not limited to the NHDOT Standard Specifications for Road and Bridge Construction as amended from time to time and incorporated herein by this reference, and industry standards for retail building construction. The Developer/Operator shall assume a fifteen (15) business day review and approval period by the NHLC and the Department of Transportation for each design phase in their overall schedule.

Additional Design Deliverables identified in Appendix D-10 include, but are not limited to, the Facilities Management Plan.

<u>Design Deliverables Review</u>

Prior to the commencement of work on Design Deliverables, the Developer/Operator shall provide to the NHLC and the Department of Transportation a table of contents, template, draft or sample document for review and prior written approval by the NHLC.

The NHLC will review and either approve the proposed content for the written Design Deliverable or not accept it within fifteen (15) business days and specify what the NHLC requires. The finalized table of contents, template, or a draft or sample document, will then be utilized to review the Design Deliverable to ensure it has met the NHLC's expectations and can be accepted or not accepted based on previously agreed upon criteria and the requirements of this Ground Lease Contract.

After receiving written Certification from the Developer/Operator that a Design Deliverable is final, complete, and ready for review, the NHLC and the Department of Transportation will have fifteen (15) business days to review the Design Deliverable and the NHLC will notify the Developer/Operator in writing of its acceptance or rejection of the Design Deliverable. If the NHLC rejects the Design Deliverable, the NHLC will notify the Developer/Operator, in detail, of the nature of the Deficiency and the Developer/Operator must correct the Deficiency within five (5) business days or such other time period the NHLC may require in writing.

Upon receipt of the corrected Design Deliverable, the NHLC will have fifteen (15) business days to review the corrected Deliverable and notify the Developer/Operator of its acceptance or rejection thereof.

Failure to remedy the deficiency during the cure period shall be considered an Event of Default.

<u>Final Plan Approval / Design Guidelines</u>

The NHLC reserves the right to require specific design standards, revisions, alterations, modifications or other requirements it deems necessary to provide optimal comfort, convenience, safety and service at these facilities. The NHLC reserves the right to integrate signage. The NHLC will have final plan approval on all building/site/parking lot designs including any changes.

Design Quality

The NHLC is committed to excellence in design and development of its Service Area sites and buildings. The Developer/Operator's designs must achieves the highest quality of aesthetics in meeting the requirements of Turnpike customers and the NHLC, while delivering facilities that are cost effective to maintain throughout their useful life.

Building Operations and Maintenance

Systems and materials should be selected on the basis of long-term operations and maintenance costs as those costs will be significantly higher over time than initial costs. The design of the facility operating systems should ensure ease and efficiency of operation and allow for easy and cost effective maintenance and repair during the facility's useful life. The Developer/Operator is required to develop detailed instructions for operational/maintenance procedures to be incorporated into the training for operations and maintenance personnel.

Consideration for Community Development

This project is covered under RSA 674:54 (Governmental Land Use). The project sites exist in the Town of Hampton and considerable coordination and planning has been conducted between the NHLC and the Town of Hampton to date. The NHLC is committed to being a good neighbor to this community adjacent to the Interstate 95 corridor. Collaboration with local officials, neighboring property owners, residents, and appropriate interest groups is essential to shape these development projects in ways that provide positive benefits to the surrounding communities and neighborhoods.

The Developer/Operator shall participate in a Public Information meeting in each town where the improvements associated with this Ground Lease Contract are planned to occur. Such meetings shall be facilitated by the NHLC, immediately following the 30% design submittal review. Format, location and scheduling for the meeting shall be coordinated with and approved by the NHLC. All costs for the meeting shall be borne by the Developer/Operator including procurement of the venue. Set-up and advertisement of the meeting shall be conducted by the NHLC.

Codes and Regulations

This project is covered under RSA 674:54 (Governmental Land Use) and as such is not required to meet local zoning or land use requirements. The Town of Hampton will consider this project to be exempt from local zoning and development regulations; however, the project shall come before the Town of Hampton for the required public presentation under RSA 674:54 (II). Additionally, as a courtesy to the Town of Hampton, the Developer/Operator shall obtain, at its own expense, local building permit(s) and appropriate inspections, including Certificate of Occupancy, in coordination with the NHLC Fire

Marshall for all buildings constructed under the this Ground Lease Contract. Delay in obtaining such approvals and permits shall not relieve the Developer/Operator of its obligation to pay Fixed Rent. Site Plan Review under RSA 674:43 will not be required.

Sewer and water permissions and permits shall be obtained from the Town of Hampton.

Site and building design and construction must meet all applicable federal, NHLC and local codes and standards and the Americans with Disabilities Act Accessibility Guidelines.

All ramp, road and bridge design and construction shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) and the American Association of NHLC Highway and Transportation Officials (AASHTO) standards as they exist at the time.

The project shall comply with all federal and NHLC codes, including but not limited to RSA 143, RSA 143-A and He-P 2300, the New Hampshire rules for sanitary production and distribution of food as amended from time to time. As part of these requirements, the Developer/Operator shall submit plans for review prior to construction of food service establishments, and submit food service license applications with the appropriate fees and be inspected and licensed prior opening.

<u>Special Inspections</u>
The Contractor shall have the registered design professional in responsible charge of the structural design to provide special structural inspections per 2025 International Building Code, Chapter 17.

<u>Inspection by New Hampshire Department of Public Works (NHDPW)</u>
The New Hampshire Department of Public Works will be responsible for overseeing inspection of the Service Area Buildings, liquor store buildings, and overall site to ensure that all identified codes and regulations identified in this RFQ/RFP are met.

The NHDPW inspection shall be paid for by the Developer/Operator as follows:

- Payment for inspection of the liquor store buildings shall be included in the total cost allocation as identified in Appendix D-8
- Payment for inspection of the Service Area buildings and site shall be by the Developer/Operator in the form of a periodic payments up to $75,000 to be paid to the NHDPW upon invoicing.

<u>Professional Affidavits</u>
The Contractor shall provide two signed affidavits each from the registered design professionals in responsible charge of architecture, mechanical engineering, electrical engineering, structural engineering, and civil engineering. Design Affidavits shall be submitted at the conclusion of the design phase, but prior to the beginning of the construction phase, and shall NHLC that the design professional's respective design meets all applicable NHLC and federal codes. The Installation Affidavit shall be submitted after substantial completion of the project, but before the issuance of a Certificate of Occupancy,

and shall NHLC that the design professional made periodic visits to the site to observe the work and, to the best of their knowledge, information and belief, the project was constructed in accordance with their design. The frequency of site visits shall be such as to provide the design professional a reasonable assurance that the work is being done per the design documents.

The design professionals shall keep a log of all site visits, noting the dates and times of the visits and all pertinent observations and shall submit monthly reports to the Owner noting all findings during the site visits of that month. The design professional shall promptly notify the Owner of any of the following events or conditions which he observes in the course of performing his duties: code violations; changes which affect code compliance; the use of any materials, assemblies, components, or equipment prohibited by code; major or substantial changes between approved plans and specifications and the work in progress; or any condition which he identifies as constituting an immediate hazard to the public.

<u>Safety and Security</u>

The Developer/Operator shall be designed to ensure that the safety of building occupants exiting the building and emergency responders entering the building are not impacted unknowingly by any proposed security measure. The security measures implemented should be an output of a site-specific risk assessment.

<u>Technology</u>

The Developer/Operator Service Area buildings shall provide state-of-the-art technology features. Buildings' infrastructure shall be "technology friendly". These features shall include, but not be limited to, wireless Internet access (WIFI), various payment methods for services, i.e. E-ZPass/smartcard, secure access for restricted/private areas, video surveillance, cable/satellite feeds and access to Interstate roadway conditions.

The Developer/Operator Service Area buildings shall have easy access to any wiring or equipment rooms. These rooms shall accommodate any and all technological needs of the building as well as being flexible to accept any future technology developments. Buildings shall be pre-wired or be able to be wired to accept any number of technology developments including cashless payment systems (e.g. smartcard) to allow points of sale (e.g. cash registers and vending machines) to integrate payment systems adaptable to E-ZPass technology. Designs should be flexible enough to accept future technology needs without demolition of walls, etc.

The NHLC reserves the right at any time to retrofit the Leased Premises to accommodate any technology at the NHLC's expense, and the Developer/Operator will cooperate to the fullest possible extent with the NHLC in any such effort.

<u>Programmatic Design Requirements</u>

<u>Service Area Buildings</u>

The Developer/Operator will be responsible for developing the Service Area buildings and sites. This includes all food concepts, common areas, restrooms, visitor information center, security, other services/amenities, all parking and site improvements. The Developer/Operator will design and construct a one (1) story ground-level building at each site, which will be a minimum of 16,000 gross square feet (GSF). Greater Service Area building sizes will be allowed as long as all other requirements are met. Fuel for heating and cooking systems may be stored in underground or above ground tanks. Developer/Operator shall replace tanks just prior to Lease Year 30 if the tanks are older than 10 years old in accordance with the Department of Environmental Services (DES) regulations as they exist at the time.

Liquor Store Buildings

The Developer/Operator will be responsible for constructing a one (1) story ground-level building at each site to house a liquor store building to be purchased by the New Hampshire Liquor Commission for their operation. The Developer/Operator will design and construct the liquor and wine outlet buildings, which will be 22,000 GSF. Liquor store building layout shall be consistent with sample plans included in Appendix G: *Reference Documents* (Portsmouth Circle Store).

Each proposed liquor store shall be a either a free standing building or a connected building to the proposed Service Area building. Frontage and patron access shall be similar for both buildings. A single building will be allowed for both the liquor store and Service Area, but will require an additional, separate entrance to the liquor store building. The Developer/Operator shall be responsible for constructing the exterior of the building with matching exterior finish (siding, windows, doors, etc.) to the proposed Service Area building. Two (2) delivery/loading docks with dock seals and automatic levelers shall be provided at the rear or side of the building connecting to the service area parking lot.

Size of warehouse/storage area shall be proportional to the area shown for the Portsmouth Circle Store plans.

Each Liquor Building shall be turnkey and shall provide all of the required elements and details as outlined on the Portsmouth Circle Store Plans.

A set of building specifications can be found in Appendix G: Reference Documents. It is intended that the Developer/Operator provide same or better materials and products as defined in these specifications. Developer/Operator is encouraged to visit the Portsmouth Circle Store to gather information on the items above noted with "specifications to be provided". Interested Developer/Operators may contact Patricia Peters, NHLC, at NHLC.RFP.Hampton@liquor.nh.gov to arrange for a tour of the Portsmouth Circle store.

A building allowance of $26,830,000 will be allocated to the Developer/Operator for construction of both liquor and wine outlets to these specifications. Such price shall include reimbursement to the New Hampshire Department of Public Works in the amount of up to $250,000 for inspection of the liquor store buildings.

The Commissioners for the NHLC will provide direction on electrical and plumbing requirements, and interior wall locations. Building layout, materials and specifications are to be same or better to those shown on the representative sample liquor store plans and specifications and be subject to the approval of the NHLC.

The liquor stores as defined above shall be completed and accepted by the Commissioners for the NHLC 30 days prior to the opening of each Service Area building to ensure all facilities on site open on the same date.

Automobile Fueling Stations

The Developer/Operator shall be responsible for designing, constructing, equipping, and maintaining complete, modern self-service automobile fueling stations (minimum 8 pumps) with canopies including an optional automobile products building of not greater than 200 gross square feet (GSF). The automobile fueling stations, including EV stations, are required for both the northbound or southbound sites. The automobile fueling station shall provide gas and diesel for automobiles only. No truck or bus fueling are permitted. The automobile fueling station shall not interfere with parking and traffic flow on the site.

The automobile fueling station also includes underground tanks, fuel distribution, and fuel equipment. Automobile fueling stations shall comply with all federal, NHLC, and local statutes, regulations and codes, and will be equal to or exceed the standards and capacity of facilities normally developed under similar circumstances (including the number of fueling locations), and in accordance with “best industry practices” including, without limitation, those of the American Petroleum Institute (API). Design is required to include, but not be limited to, fuel spill handling, fire suppression and containment facilities at automobile islands in compliance with current regulations. In addition to the fuel stations, the Developer/Operator must provide the following:

- New canopies over the fuel islands. Fuel islands and canopies will be located in an area mutually agreeable to the NHLC and Developer/Operator, situated to work symbiotically with the Service Area and liquor store buildings and other site functions. No truck or bus fueling islands or stations will be allowed.

- New underground storage tank systems with a separate isolation barrier. Piping and dispensers are to be provided with secondary containment and constructed over an impermeable isolation barrier, to prevent the migration of any released product. The Developer/Operator is responsible for the underground tanks at all times and is solely responsible for all associated maintenance, contamination, and cleanup during the Term of this Ground Lease Contract. Underground storage tank systems shall be completely replaced just prior to Lease Year 30 if the tank systems are older than 10 years old.

- Automobile products building of up to 200 gross square feet (Optional). The Developer/Operator may elect to design, construct, and maintain an automobile products building to be located adjacent to the automobile fueling station. The Developer/Operator shall be permitted to sell associated automobile products only, such as oil, windshield washer fluid, and fuel additives. No food or beverages will be allowed to be sold in this building. Patron rest rooms shall not be provided. If fuel is provided but the automobile products building is not provided, Developer/Operator shall provide a clear plan on how cash and credit transactions will be accommodated.

- New above ground fuel dispensers that accept credit cards and other cashless transactions at the pump.
- EZPass Payment System—as technology becomes available, the NHLC requires all fuel pumps to have an electronic fuel payment system capable of allowing EZPass subscribers to make payments through their EZPass account.

The Developer/Operator shall be responsible for the excavation, removal, and disposal of all materials necessary to install the underground tanks, the fuel service dispensary area and building, including the area around the impermeable barrier.

<u>Parking</u>

The Developer/Operator shall seek to maximize parking at both the northbound and southbound sites. Each site shall also include ten (10) to fifteen (15) spaces for tractor trailer trucks, buses and recreational vehicles. Additionally, signed employee parking shall be provided in the parking lots. Signed handicap parking spaces shall be provided in both parking lots. Number of handicap parking spaces shall be per ADA.

One carriage corral shall be provided in close proximity to the Liquor Store at each Service Area parking lot.

<u>Drive-Thrus</u>

The Developer/Operator shall be allowed to construct one-drive thru per site. Location of proposed drive thru shall be clearly noted on the development concept plans. Drive-thrus will only be permitted if they meet the following criteria:

- Separate order and pick up window shall be provided
- Queuing storage area shall be identified and shall not encroach on parking spaces or aisles.
- Drive-thru shall operate in a counter-clockwise direction
- A separate, parallel lane shall be provided adjacent to the drive-thru lane to allow vehicles to exit the drive-thru or pass stalled vehicles
- Minimum clearances for any overhangs or signage shall be cleared identified and shall accommodate anticipated vehicle sizes (cars and single unit trucks).
- Drive-thru does not interfere with the overall flow and safety of the site

<u>Environmental Conditions</u>

The NHLC makes no representation or warranty as to the condition of the leased property. The condition of leased property shall be inspected and documented by the Developer/Operator and certified by its Licensed Engineer/Environmental Consultant prior to commencing operations at the site. Documentation of the existing environmental conditions shall be at the Developer/Operator's expense.

The Developer/Operator shall not be liable for pre-existing conditions except those pre-existing conditions for which they are already legally liable or accountable (due to previous operations at the sites under separate lease agreements). Should the Developer/Operator discover a pre-existing condition that requires remediation, the Developer/Operator shall perform such remediation in accordance with all applicable laws and be allowed to renegotiate its Fixed Rent, Percentage Rent, Fuel Rent, and Electric Vehicle Charging Rent (as defined in Appendix E) based on the cost of the remediation. Such change shall be approved in writing by the NHLC and subject to Governor and Executive Council approval.

Scope Changes

In the event of other significant changes in the scope of the project, such as unforeseen subsurface soil conditions, changes due to significant public input through Public Informational Meetings, etc, the Developer/Operator and NHLC shall in good faith renegotiate their Fixed Rent, Percentage Rent, Fuel Rent, and Electric Vehicle Charging Rent (as defined in Appendix D-10) subject to Long Range Capital Planning (if required) and Governor and Executive Council approval.

Developer/Operator Response Checklist

The Developer/Operator shall submit a completed Form 4: *Requirements and Deliverables – Developer/Operator Response Checklist* with the RFQ/RFP response. Indicate whether the proposal meets, does not meet or exceeds the minimum requirements. Where the proposal exceeds requirements, all costs for such shall be accounted for in the Developer/Operator's revenue proposal and a description/explanation shall be provided in the "Comments" column.

D-11 FACILITIES MANAGEMENT PLAN

Context / Goals of the Plan

The Developer/Operator is responsible for all maintenance, repair, replacement and upgrade of all equipment and/or systems throughout the facilities. The Developer/Operator shall prepare and submit to the NHLC for approval a detailed Facilities Management Plan prior to Service Area opening for review and approval. The goals of the Facilities Management Plan shall be:

- To maintain and repair facilities consistent with operational needs, customer expectations, and economic operation throughout their useful life.
- To provide for the systematic replacement of obsolete or non-functional systems.
- To meet future expectations of customers in a planned, systematic manner.

The plan must address the overall approach to achieving these goals**,** including, but not limited to, the following elements:

- Maintain a complete inventory of facilities, space utilization, and building system descriptions.
- Perform facility condition assessments/audits at least annually (to identify the condition of all buildings/building systems and deficiencies requiring correction).
- Define the required level of maintenance/repair performance (performance standards).
- Define a method to prioritize deficiencies/facility needs (should address safety and

environmental compliance, operational impact, customer expectations, and economical operation).

- Define a process for work identification, planning, prioritization, design, and construction; must include an automated work order tracking system.
- Define performance indicators and performance measures and their reporting.
- Define how program performance will be documented and communicated to the NHLC.

The NHLC shall participate in the condition assessments of all facilities, in the prioritization of requirements/deficiencies, and the establishment of performance standards and performance measures.

<u>Plan Contents</u>

The Service Area Facilities Management Plan shall demonstrate a detailed approach and organization. Components of this plan shall include, but not be limited to, the following:

- Custodial Services
- Landscape Management (including grounds maintenance and landscaping)
- Winter Maintenance
- Emergency Response
- Facilities Maintenance and Repair
- Major Capital Improvements (such as renovation, major modifications, expansions/ additions)
- Site Maintenance (including signing, striping, drainage)
- Furniture, Fixtures and Equipment (including inspection and replacement protocols)
- Utilities/Energy Management
- Building and Site Security
- Pest Control
- Environmental Compliance and Pollution Prevention

Each of these components shall be fully described in the Facilities Management Plan. For each component, the plan should describe work processes to be used, proposed activities to be performed and their frequencies (daily, weekly, monthly, semi-annually, annually, etc.), proposed performance standards, proposed performance measures, management controls (i.e., monitoring, reporting, and corrective action), and assignment of responsibility and accountability for performance.

<u>Specific Requirements</u>

<u>Custodial Services</u>

The Developer/Operator must include in the Facilities Management Plan a description of the daily, weekly, monthly custodial services to be performed in all areas of the building (except the interior of the Liquor and Wine outlets), performance standards for these services, and assignment of responsibility and accountability for these services.

Landscape Management and Grounds Maintenance

This Developer/Operators Facilities Management Plan must address litter/debris removal (entire site), landscape management (including non-environmentally detrimental fertilizing and herbicide application, mulching, pruning, planting of native vegetation, watering, mowing, etc.), fencing, sidewalks, parking areas and driveways. Snow and ice control, including but not limited to, plowing and salting shall be addressed in this section.

Stormwater run-off treatment and drainage system maintenance shall be addressed in this section.

Emergency Situations / Response

The Developer/Operator's Facilities Management Plan shall address handling facility-related emergencies (such as broken water/sewage pipes, loss of power, building systems failure, fuel spills, etc.) involving the call out of tradesman including:

- Protocol and communications with NHLC
- Approach to continuity of utility services during emergency situations.
- Proposed response time to the site, management responsibility and accountability, performance standards, performance measures, and reporting.
- Proposed emergency power system requirements.
- Proposed spill containment and clean-up requirements.

Facilities Maintenance and Repair

The Developer/Operator's Facilities Management Plan shall address recurring or preventive maintenance and non-recurring repairs to building systems and equipment including:

- A description and a defined process for work identification, validation, planning, prioritization, design, construction, and quality assurance/quality control of work performed.
- A program of preventive maintenance in order to keep the facilities and equipment for which they are responsible in good working order.

Capital Repairs, Renovation, Modernization, Expansion

The Developer/Operator's Facilities Management Plan shall include a proposed process for work identification, validation of need, planning, prioritizing, design, construction, and QA/QC of work performed. As with all components, Developer/Operator must address performance standards, measures, management controls, responsibility, and accountability. Developer/Operators will be expected to keep their facilities furnished and decorated in the most modern and effective manner to create the greatest earning potential and customer satisfaction. The NHLC must approve in writing any major repairs, renovation, modernization, or expansion, prior to their execution in accordance with the following requirements:

- The Developer/Operator will submit preliminary plans, specifications, schedule, and detailed cost estimates to the NHLC for review and comment.
- Final plans, specifications, and costs must be approved in writing before proceeding with work.

The NHLC shall have the right to inspect all construction, renovation, and repairs to ensure compliance with approved plans and specifications, and to ensure the safety of customers.

Furniture, Fixtures, and Equipment

The Developer/Operator's Facilities Management Plan shall address managing the life cycle of furniture, fixtures, and equipment (non-real property assets) associated with their facility operation.

Utilities/Energy Management/Plant Management

The Developer/Operator's Facilities Management Plan shall address supply of utilities, energy management, and sewage treatment facilities management.

Building and Site Security

The Developer/Operator shall describe its approach to security to prevent incidents and how it would respond to incidents, should they occur. This includes site lighting, 24-hour surveillance cameras, electric access gates, and physical security at buildings and grounds**.** 24-hour surveillance cameras with minimum of 72 hours storage time shall be installed, maintained and monitored by the Developer/Operator throughout the Service Area Buildings, exterior of liquor and wine outlet buildings and sites.

Pest Control

The Developer/Operator is responsible to employ an extermination service to perform all extermination both inside and outside each building, and on such terms and demand as the health requirements may require to keep same free from all roaches, rodents and all other vermin. The Developer/Operator shall be responsible for extermination on the outside of the liquor and wine outlet buildings only.

Environmental Condition, Compliance and Pollution Prevention

The Developer/Operator's Facilities Management Plan shall manage environmental compliance and measures to prevent pollution from occurring. The Developer/Operator shall comply with the requirements of all federal, state, and local regulatory requirements associated with the development, operation, and maintenance of the Service Area.

Performance will be measured based on benchmark levels established by the Developer/Operator and approved by the NHLC at the commencement of the Ground Lease Contract for environmental contamination at each service Area site. The Developer/Operator shall be responsible for, among other things, identifying, remediating, packaging, manifesting, reporting, record keeping, handling, transporting and legally disposing of all hazardous and non-hazardous liquid or solid wastes generated by its operation of the Service Areas.

The Developer/Operator is responsible for meeting all applicable state and federal requirements including, but not limited to, stormwater control.

The Developer/Operator is responsible for securing all environmental permitting necessary for this Project.

D-12 OPERATIONS AND MAINTENANCE REQUIREMENTS

This section identifies the Operations and Maintenance responsibilities and requirements for the NHLC and Developer/Operator following initiation of construction of the Service Area facilities within the land area described in Appendix G.

<u>NHLC Responsibilities</u>

The NHLC, at its expense, shall maintain and make repairs and replacements to the following:

- The paving, patching, striping, curbs as well as all stormwater drainage systems including catchbasins, swales and culverts thereof, and trash, litter, and rubbish control, collection and removal in the areas immediately adjacent to but **outside** the land area described in Appendix G.
- Snow removal, snow plowing, sanding, and salting of areas immediately adjacent to but **outside** the land area described in Appendix G including, with coordination from NHDOT, highway ramps to and from the Hampton Service Areas in accordance with its policies as they exist from time to time.
- The interior of the liquor and wine outlet buildings.

If the NHLC neglects or refuses to perform any repair or replacement required hereunder, the nonperformance of which materially adversely affects the Developer/Operator's operations hereunder, for more than thirty (30) days after delivery by the Developer/Operator of written notice to the NHLC requesting such repair or replacement (or if the nature of the repair or replacement is such that it cannot reasonably be performed within said thirty (30) day period, the NHLC neglects or refuses to perform such repair or replacement within a reasonable time after delivery of such notice), then as the Developer/Operator's sole remedy hereunder and following prior written notice to the NHLC of the Developer/Operator's intention to do so, the Developer/Operator may affect said repair or replacement and may deduct from installments of Rent next due the reasonable cost of such repairs and replacements so effected by the Developer/Operator.

Developer/Operator Responsibilities

The Developer/Operator shall be responsible, at Developer/Operator's sole cost, for all repairs, maintenance and replacements on the land area described in Appendix G of every nature and description for which the NHLC is not expressly made responsible hereunder.

If a single building containing both the Service Area and liquor and wine outlet building is provided at each site, then the Developer/Operator shall be responsible for the exterior maintenance of the building.

If two separate buildings are provided (one for the Service Area, one for the liquor and wine outlet) at each site, then the Developer/Operator shall be responsible for the exterior maintenance of the Service Area building only. The NHLC would be responsible for the exterior of the liquor and wine outlet building.

The NHLC is responsible for the interior maintenance of the liquor and wine outlet buildings regardless if one or two buildings.

The Developer/Operator shall restripe the parking lots annually unless striping condition is sufficient such that this requirement is waived by the NHLC.

The Developer/Operator shall provide a 5-year estimate (by year) prior to signature of the Ground Lease Contract for snow plowing, sanding, salting, snow removal, striping, parking lot sealing and lighting. The Developer/Operator will be required to submit actual receipts of these operations and maintenance items quarterly to the NHLC. The NHLC reserves the right to negotiate a change in operations and maintenance requirements to lower overall site costs for the Developer/Operator.

Developer/Operator Operations and Maintenance Requirements – General:

The Developer/Operator must:

- Provide ***food-related services*** to all Service Area users with a well-trained, efficient and courteous staff.
- If provided, provide ***automobile fuel and diesel and associated automobile products*** to Service Area users with a well-trained, efficient and courteous staff.
- Provide facilities which are attractive, pleasant to use, and meet the highest standards of cleanliness.
- Serving products in a prompt and timely manner with a high level of customer service
- Ensure that the products and services provide consumers with value for their money, and that prices charged are competitive with prices charged for similar products off the turnpike.
- Provide appropriate financial return (comprised of capital investment and compensation) to the NHLC.

- Ensure the operating standards practiced at the Service Areas are of the highest caliber.

Area Assets, Branding/Sponsorship/Marketing

The NHLC reserves any and all rights for the purpose of developing, implementing, operating and marketing a branding/sponsorship program for the Service Areas and all other Turnpike assets. Such rights include, but are not necessarily limited to, naming of structures or areas, logo affixation, advertising, payment programs, media tie-ins, marketing partnerships with tourist, entertainment and sports destinations, content and Web sites. The NHLC reserves and retains any and all rights to identify the nature and extent of the branding/sponsorship program and its relationship to the Service Areas.

Area Concepts and Services

In order to avoid any conflict or potential conflict with rights associated with the branding/sponsorship program, the Developer/Operator shall provide to the NHLC all relevant information and documentation that describes and defines:

- The concept, service or tie in (“ancillary concept”).
- The rights that would be acquired from or passed through to the franchiser.
- How it would be implemented and managed.
- How it would affect and/or benefit customers.
- Revenues, if any, that would be payable to the NHLC.
- The period of time that it would be operated.

If the Developer/Operator believes that the information or documentation needed to satisfy this obligation is or may be confidential, the Developer/Operator may submit redacted documents or the NHLC would consider entering into an appropriate non-disclosure agreement. The NHLC will have final approval of all Service Area concepts and services.

All food concepts must be company operated. The Developer/Operator may allow an approved franchisee to operate the NHLC approved concept or Ancillary Concept.

Common Area

The NHLC reserves the right to request proposals for other contracted services which would be located in the interior and exterior common areas of the Service Area buildings as labeled in the Design Deliverable plans, including but not limited to:

- New Hampshire Bureau of Turnpikes related programs (i.e. E-ZPass)
- Products and services related to the branding/sponsorship program

The NHLC reserves the right to install Automatic Teller Machines (ATM's) in liquor buildings only. The Developer/Operator may be allowed to install ATMs at other locations in the Service Area with prior written permission from the NHLC.

<u>Signs-Advertising-Promotions</u>

The Developer/Operator shall furnish, install and maintain all Service Area signage on the Turnpike and within the Service Areas in accordance with the MUTCD as it exists from time to time and NHLC law and policies related to outdoor advertising. The Developer/Operator will be responsible for designing the advertising logo for the aforementioned signage. The NHLC will have final approval and may remove/change the Service Area signage at its discretion. The Developer/Operator shall deliver existing signage removed during the installation of its new signage to the NHLC.

No high rise/pylon signs will be allowed.

Signage will be allowed to be attached to the side of the Service Area buildings with NHLC approval and may be limited in size. Signage will not be allowed to be attached to the roof of the Service Area buildings.

The NHLC reserves the right to install interior and exterior signage at its discretion and expense.

<u>Staffing</u>

The Developer/Operator must provide adequate staffing levels necessary to provide quality service during normal and peak periods. A manager must be assigned to the food service operation.

The supervision and maintenance of the Leased Premises shall be under 24 hours per day, 7 days per week constant and direct supervision of a trained, qualified and experienced manager employed by the Developer/Operator to respond quickly and decisively in all matters affecting the operation of the premises. The Facilities Management Plan shall include specific policies and procedures relating to the safety and security of all patrons and staff of the Service Area. If provided, self-service automobile fueling stations must be staffed during hours of operation consistent with the Service Area for the convenience and safety of the traveling public.

<u>Prices</u>

<u>a) Food Prices.</u> The Developer/Operator agrees that the range of prices charged by it for food, merchandise and services sold or rendered shall be reasonably suited to the traveling public at large and shall be in keeping with prices charged for comparable food, merchandise and services sold on other NH turnpikes, if existing.

Without limiting the generality of the foregoing, with respect to the restaurants operated under the specific franchises or licenses, the individual prices charged shall be competitive with other of prices charged for the same menu items at similar franchised or licensed restaurants in Rockingham County in the State of New Hampshire, except that the NHLC recognizes that there may be occasional periods of depressed prices in one or more localities which, if prolonged, may work a hardship on the Developer/Operator, and the NHLC agrees that in such a period it shall give consideration to a temporary waiver of the provisions of this sentence. For purposes of the preceding sentence, the menu items which constitute the best selling items at any given time shall be determined by reference to relative numbers of units sold during the immediately preceding calendar month.

With respect to the convenience stores, the Developer/Operator covenants that the prices charged for products in said stores shall be competitive with other of prices charged for comparable products sold in Rockingham County in the State of New Hampshire, except that the NHLC recognizes that there may be occasional periods of depressed prices in one or more localities which, if prolonged, may work a hardship on the Developer/Operator, and the NHLC agrees that in such a period it shall give consideration to a temporary waiver of the provisions of this sentence. The Developer/Operator shall allow for NH State Lottery tickets to be sold at the convenience stores.

The Developer/Operator shall provide annually written surveys of the specific franchises in Rockingham County to the NHLC in order to verify the specific price standards set forth above with respect to the applicable franchises. The Developer/Operator shall also provide the NHLC with the same frequency similar surveys with respect to specific franchises on other NH turnpikes, if existing. The Developer/Operator shall also provide the NHLC with the same frequency similar surveys with respect to convenience stores on other toll roads, if existing.

No substantial menu changes or price changes shall be effected without giving the NHLC at least thirty (30) days advance written notification.

b. Fuel Prices. The Developer/Operator agrees that the range of prices charged by it for fuel and automobile products sold or rendered shall be reasonably suited to the traveling public at large and shall be in keeping with prices charged for comparable fuel and automobile products sold on other NH turnpikes, if existing.

With respect to fuel and automobile products, the Developer/Operator covenants that the prices charged for fuel and said products shall be competitive with other of prices charged for comparable fuel and said products sold in Rockingham County in the State of New Hampshire, except that the NHLC recognizes that there may be occasional periods of depressed prices in one or more localities which, if prolonged, may work a hardship on the Developer/Operator, and the NHLC agrees that in such a period it shall give consideration to a temporary waiver of the provisions of this sentence.

<u>Utilities</u>

The Developer/Operator shall make all arrangements with governmental authorities and public utilities, provide and pay directly (and assume all risk of service interruptions) for all utilities and like services (including, without limitation, permitting, installation, maintenance, use and servicing), including, without limitation, water, sewer, oil, gas, electric, cable and telephone, used at the Leased Premises and otherwise in connection with the improvements and all deposits or bonds in connection therewith. The Developer/Operator is responsible for securing all permitting required to install and operate all utility services to the Service Areas.

Exceptions to the above include:

- Utility consumption for operation of vending machines. This service shall be metered separately at the Developer/Operators expense and service paid for by operator of the vending machines.
- Utility consumption for operation of liquor and wine outlets. This service shall be metered separately at the Developer/Operators expense and service paid for by the NHLC.

Dangerous Materials.
The Developer/Operator shall not keep on premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous or extra hazardous with the exception of automobile fuel and diesel (if provided) or cooking fuels.

Menu Item Control

The NHLC reserves the right to limit, restrict and confine the type of food concept and category acceptable for the term of the Ground Lease Contract. Nationally recognized brand operations must conform to their standards. The Developer/Operator must request in writing NHLC approval for changes and receive approval prior to making any changes. In the event a concept ceases to be viable in the NHLC's judgment, the Developer/Operator must replace that concept in an agreed time frame, not to exceed one year, with a current marketplace concept mutually agreed upon by the NHLC and the Developer/Operator.

Goods & Services

All goods and merchandise must first be approved by the NHLC for sale by the Developer/Operator.

The Developer/Operator must receive prior written approval from the NHLC for all items / merchandise intended for sale. The Developer/Operator shall submit a written merchandise list every January 1st and June 1st of each calendar year.

The Developer/Operator shall have a dedicated full-time food standards person whose sole responsibility is to train employees to meet brand specifications and monitor/ensure the quality of food is maintained.

Hours of Operation

Service Area seating and relaxation areas, restrooms, vending areas, visitor information center, public telephone locations, entrance lobbies and common areas shall remain open 24 hours per day, 7 days per week. The Liquor and wine outlets shall have operating hours established by the New Hampshire Liquor Commission. If provided, self-service automobile fueling stations must remain open and in operation consistent with Service Area hours.

Tolls

Toll free passage will not be granted to the Developer/Operator(s) or their employees or suppliers.

No Smoking Policy

The inside of all buildings are to be designated as “No Smoking Areas”.

Lottery Ticket Sales

The Developer/Operator shall be permitted to sell lottery tickets in the Service Area buildings. The NHLC must approve the location of any signs and promotional materials.

Public Telephones

Public Telephones shall be permitted to be installed by the Developer/Operator(s). A TDD phone must be installed in each Service Area. The NHLC must approve the location of the equipment and any signs and promotional materials.

Alcoholic Beverages

At the Service Areas the Developer/Operator shall be allowed to sell beverages containing alcohol that are not sold at NHLC liquor and wine outlets, such as malt-based beer or hard seltzers or ciders as approved by the NHLC. Beverages containing CBD, THC, or cannabis shall be prohibited from being sold at the Service Areas.

Banking Services

Developer/Operator shall have non-exclusive rights to install ATM banking machines. The NHLC shall reserve the right to install ATMs in liquor buildings.

Visitor Information Center

A manned Visitor Information Center is not required, however, at a minimum a virtual Visitor Information Center (self-service kiosk or other) shall be provided and maintained by the Developer/Operator. If a manned Visitor Information Center is provided, the following minimum requirements shall be met.

The Developer/Operator shall provide space within the Service Area building for the Visitor Information Center. This space shall be provided at no cost to the NHLC. Minimum requirement is 600-800 square feet, with 800 square feet being more desirable.

The Developer/Operator shall provide access to forklift/loading dock and storage space of approximately 100 square feet of shelved space on same floor level as the Visitor Information Center. This is in addition to the minimum space requirement identified above.

The Developer/Operator shall provide an information desk to the NHLC at no cost. The information desk shall be sized to accommodate a desktop computer and printer/fax (provided by others). The Developer/Operator shall also provide access to internet, a telephone, a 'panic button' for use by information desk staff, and enable the desk to be locked after hours. The desk will be staffed by a maximum of two Developer/Operator employees during the hours of (at a minimum) 7AM to 11PM.

The Developer/Operator shall provide rack systems that will accommodate a minimum of 300 standard size brochures, 15 digest size and 30 double size pieces. The racks shall be of a style and materials consistent with the overall image and look of the entire facility.

The Developer Operator shall provide storage shelving (hidden from view) at the information desk to store working supply of brochures.

The NHLC reserves the right to sell advertising space to non-competing businesses within the Visitor Information Center. The Developer/Operator shall provide adequate wall space to accommodate a minimum 42-inch LCD screen with connectivity to allow messaging/images to be updated from NHDOT central office or Division of Travel & Tourism.

Vending Machines

The NHLC reserves the right to contract for food, beverage and newspaper vending machines, provided by others under separate contract to the NHLC.

Minimum single vending area to be provided shall be 750 square feet. The Developer/Operator is precluded from providing any vending machines or services.

Amusement Machines

The NHLC requires written consent for the installation of amusement machines. If written consent is granted, the Developer/Operator will submit a listing of said games to the NHLC which contains a description of each game, dimensions, a diagram showing the proposed location, price-per-play and any other pertinent data requested by the NHLC. The NHLC may at any time, require the relocation, replacement, withdrawal or removal of such machines. The amusement machines shall be placed in an enclosed area. At no time shall an amusement machine be installed that is considered violent or sexual in nature.

Emergency Generator

Emergency generator(s) shall be installed as part of the total renovation/construction of the Service Areas, the cost will be borne by the Developer/Operator. The NHLC reserves the right to specify the brand/type of the emergency generator(s). Such installations shall conform to DES requirements as they exist at the time.

Litter/Debris Removal

The Developer/Operator shall police the parking areas (car, truck, bus, RV and employee lots), sidewalks, adjacent areas, landscape and grass areas for litter and debris removal.

Site Lighting

The Developer/Operator will install outdoor site lighting as part of the construction of the Service Areas and may require focused illumination of certain signage and/or messaging. The costs are to be borne by the Developer/Operator. The Developer/Operator will be responsible for maintenance and re-lamping. The NHLC reserves the right to specify bulb type and standard type. All lighting shall be full cutoff and energy efficient.

Preventive Maintenance

The Developer/Operator will be financially responsible for all maintenance, repair, replacement and upgrade of all equipment and/or systems throughout the facilities during the entire life of the Ground Lease Contract. Developer/Operator shall surrender the facilities and non-proprietary equipment to the NHLC at the completion or termination of this Ground Lease Contract in good condition and good working order.

Upon completion and acceptance of the construction of each Service Area site, Developer/Operator shall submit to the NHLC, a plan for preventive maintenance that provides for the periodic examination and repair of all major equipment at the Service Areas by qualified personnel. The plan shall include, but not be limited to, a schedule of all HVAC, compressors, motors, alarm systems, emergency generators and other major building, structural, mechanical or electrical equipment requiring periodic maintenance or operational checks. These maintenance or operational checks will be performed according to the manufacturer specifications subject to NHLC review and approval. Serial numbers, model numbers and other descriptive information of said equipment shall be provided to the NHLC. The plan, including an O&M schedule that shall, among other things, take into account the changing repair and replacement requirements of the equipment over the time period covered by its service life, shall be agreed to by the NHLC and Developer/Operator at the completion of each Service Area site and be incorporated herein. This information shall be made available to the NHLC through a database system created and maintained by the Developer/Operator. The data base information must be submitted to the NHLC no later than the 10th of every month. Both the NHLC and Developer/Operator must mutually approve any material changes to the plan, such approvals are not to be unreasonably withheld or delayed. Developer/Operator shall provide a complete set of O&M Manuals to the NHLC and maintain one at each Service Area site. Developer/Operator shall keep maintenance records, for the term of this Ground Lease Contract and make them available for the NHLC inspection, as required. The Developer/Operator will immediately repair or replace defective equipment or components that are identified during preventive maintenance checks. In the event that the Developer/Operator fails to comply with these terms, the NHLC will perform such maintenance or repairs in accordance with the provisions of Appendix D-11.

Restrooms

The Developer/Operator shall staff each restroom NB and SB as follows:

- One attendant each day from 7:00 a.m. to 11:00 p.m.

One attendant will be a dedicated men's room and parking lot attendant. The other attendant will be a dedicated ladies room and lobby/dining room attendant. These employees will wear special uniforms identifying them as such. **Failure to comply will result in a $500 penalty per occurrence** payable to the NHLC.

Developer/Operator shall be responsible for cleaning, repairing and maintaining (including replacement of broken fixtures) all restrooms. The Developer/Operator shall be responsible for professionally cleaning and sanitizing the restrooms on a monthly basis.

Restrooms are to be completely refurbished every 8 to 10 years at the NHLC's direction and Developer/Operator's expense. The design, construction and contractor must be approved by the NHLC. The Developer/Operator shall not install or permit others to install facilities for pay toilets. The NHLC places strong emphasis on the upkeep and cleanliness of restroom facilities.

Public Address/Music System

The Developer/Operator shall provide and maintain a public address system at each Service Area which accesses all areas of the building including restrooms and immediate outdoor areas. A music system shall also be included in the public address system and shall play Musak or other similar music service.

Water Fountain

The Developer/Operator shall maintain at least one operable pair of ADA approved electric water coolers (water fountains) in each lobby of each Service Area Building for use by the public without charge for drinking purposes. The Developer/Operator is responsible for maintaining the cleanliness of the electric water coolers.

Fencing

Areas required to have fencing with gates (i.e. trash disposal, propane tanks) shall be installed to the satisfaction of the NHLC and maintained by the Developer/Operator.

Building Exterior

The Developer/Operator is responsible for maintaining the exterior of all buildings, including, but not be limited, to painting (every 3 years), roof repair, gutters, downspouts, power washing etc.

Food Service Marketing and Merchandising

The Developer/Operator will develop its facilities and operations to anticipate and meet changing service trends, new market formations and changing diet patterns evolving throughout the food service industry. The Developer/Operator shall be required to periodically consider and/or propose and/or initiate ideas (at least every three years, at a minimum) for varying methods of presenting food-related services and merchandising of other services and products. The NHLC will assist the Developer/Operator to the extent possible in promoting new and innovative ideas. This is not intended to require the Developer/Operator to change a successful concept every three years.

Operations Review

The Developer/Operator shall review its operations and maintenance requirements with the designated representatives of the NHLC annually and at such other times as such representatives may request.

D-13 EQUIPMENT

The Developer/Operator shall furnish all equipment for the kitchen, service and dining areas of each restaurant as necessary to fulfill the food service concepts required by this Ground Lease and any written amendments or attachments thereto, including but not limited to all walk-in refrigerators, refrigerating equipment, ovens, ranges, dishwashers, booths, shelving, kitchen tables, stools, counters, back-bars, furnishings and furniture for the public lobby and lounge. The Developer/Operator shall be responsible at its sole cost for any replacement of such equipment for any reason including but not limited to changes in its branding/food service concept. Prior to occupancy of any concession area by the Developer/Operator, the Developer/Operator shall make an inventory of all such equipment and cost of the same furnished by it, which inventory shall be signed by both parties. A similar inventory of any additional equipment furnished by the Developer/Operator during the term of this lease shall be furnished and signed by the parties. All of said equipment shall be maintained in good operating condition and repair by the Developer/Operator during the term of this lease.

The Developer/Operator shall also furnish all other equipment and furnishings necessary for the operation of the restaurants including but not limited to cooking utensils, silverware, linens and dishes, said equipment to be and remain the property of the Developer/Operator.

The Developer/Operator shall furnish, install and maintain fire extinguishers, as required by the appropriate laws of the State of New Hampshire. The Developer/Operator shall also furnish, install, and maintain one (1) Automatic External Defibrillator (AED) at each Service Area building.

D-14 FACILITY SUSTAINMENT AND REINVESTMENT RESERVE FUND

The Developer/Operator is responsible for all facility operating expenses and capital expenditures. Operating expenses include, but are not limited to, utilities, regularly scheduled inspections, preventive maintenance, recurring maintenance and repair, emergency response and service calls for minor repairs, and major repairs to or replacement of building systems and their components that are expected to occur periodically throughout the facility life-cycle. These repairs include, but are not limited to, regular roof replacement, refinishing wall surfaces, repairing or replacing floor coverings, repairing or replacing HVAC systems or components, electrical system components, etc. Capital expenditures/improvements shall include retrofits/modernization/upgrades, renovation, and new additions.

The Developer/Operator shall pay one (1%) percent of gross monthly sales to the NHLC into a separate interest-bearing fund account, known as the Facility Sustainment and Reinvestment Reserve Account (Reserve Account). This fund account, controlled by the NHLC, is considered a reserve fund. Interest earned in this account shall accrue to the account and count towards the balance requirements stated herein.

The purpose of this account is to provide funding for facility maintenance, repair, and capital improvement projects when the Developer/Operator fails to meet the performance standards established in the terms of the Agreement. The need for major maintenance, repair, or capital improvements will be determined by the Developer/Operator annually following the required annual facility condition assessment. During the annual assessment, the Developer/Operator and the NHLC will establish and validate the need for work at each of the Service Areas and agree to a schedule for completion of the work. If the Developer/Operator fails to perform this work in a quality and timely manner, the NHLC will use this fund to perform this work. All NHLC costs, including administration costs, will be decreased from the Reserve Fund.

All expenditures from this fund shall be for capital items, equipment, furniture, furnishings reasonably required to keep the facility in a most up-to-date and effective condition to create the greatest earning potential for the Developer/Operator and the NHLC as well as for the convenience of the patrons. All renovation improvements shall be subject to the standards and requirements of this Ground Lease Contract and the attachments hereto.

The NHLC will consider several performance incentives throughout the life of the Reserve Fund.

As one incentive for excellent performance, the NHLC will consider eliminating contributions to the Reserve Fund once the Developer/Operator has contributed $1,250,000, if the Developer/Operator has exceeded performance standards. If later the fund falls below $1,250,000 million (due to substandard performance which required the NHLC to use the account), the Developer/Operator shall resume payments into the account at the same rate, as stated above, until the fund is restored and performance exceeds standards.

As a further incentive for excellent performance, the Developer/Operator may request NHLC approval, in writing, to use the Reserve Fund for projected major expenditures (over $50,000 threshold) and pay back the fund over an agreed upon time period at the rate Stated above, until the fund is restored to the $1,250,000 level for that Developer/Operator.

Within 5 years in advance of the Ground Lease Contract expiration, the NHLC will consider eliminating contributions to the Reserve Account and begin disbursing funds from the account for reinvestment in the Service Areas for the last five years of the Ground Lease Contract. The decision by the NHLC to do this will be based on continued excellent performance by the Developer/Operator. At the end of the Ground Lease Contract, any money that remains in the reserve fund shall be retained by the NHLC. If early termination of this Ground Lease Contract occurs, by either the NHLC, or the Developer/Operator, for any reason, the NHLC will retain the monies in the reserve fund.

All dollar limits described in the above paragraphs will be adjusted to Consumer Price Index (CPI) every five (5) years throughout the life of the fund.

D-15 COMPLIANCE WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Ground Lease Contract, the Developer/Operator shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Developer/Operator, including, but not limited to, civil rights and equal opportunity laws. The Developer/Operator shall also comply with all applicable local, state, and federal licensing requirements and standards necessary in the performance of the Ground Lease Contract. In addition, the Developer/Operator shall comply with all applicable copyright laws.

During the term of this Ground Lease Contract, the Developer/Operator shall not discriminate against employees or applicants for employment in violation of applicable state or federal laws, including but not limited to nondiscrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

The Developer/Operator shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Developer/Operator further agrees to permit the NHLC, or United States, access to any of the Developer/Operator's books, records, and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of the Ground Lease Contract.

D-16 PERSONNEL

The Developer/Operator warrants that all personnel engaged in the Ground Lease Contract Services shall be qualified to perform the services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

The Developer/Operator's selection of a construction Project Manager and a Site/Operations Manager will be subject to the prior approval of the NHLC. The NHLC's approval process may include, at the NHLC's discretion, review of the proposed Project Manager's resume and qualifications, and an interview. The Project Manager must have full authority to make binding decisions under the Ground Lease Contract and shall function as the Developer/Operator's representative for all administrative and management matters. The Construction Project Manager and Site/Operations Manager must be available to promptly respond within two (2) hours to inquiries from the NHLC, and at the site as needed. The Developer/Operator must use his or her best efforts on the Project. The Developer/Operator's construction Project Manager and Site/Operations Manager must be qualified to perform the obligations required of the position under the Ground Lease Contract and shall be employees of the Developer/Operator.

The Developer/Operator shall not change key Developer/Operator Staff, construction Project Manager or Site/Operations Manager commitments (collectively referred to as "Project Staff") without prior written approval of the NHLC. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this Ground Lease Contract.

The NHLC reserves the right to require removal or reassignment of any of the Developer/Operator's Project Staff found unacceptable to the NHLC.

The NHLC may conduct reference and background checks on the Developer/Operator's Project Staff. The NHLC reserves the right to reject the Developer/Operator's Project Staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the NHLC shall have the option to terminate this Ground Lease Contract, at its discretion, if it is dissatisfied with the Developer/Operator's replacement Project Staff. Failure to abide by the provisions of this section shall be considered an Event of Default.

Unless otherwise authorized in writing, during the term of this Ground Lease Contract, and for a period of six (6) months after the Completion Date of this Ground Lease Contract, the Developer/Operator shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who is a NHLC employee or official, who is materially involved in the procurement, administration or performance of this Ground Lease Contract. This provision shall survive termination of this Ground Lease Contract.

D-17 SERVICE AREA OCCUPANCY

Service Area buildings shall maintain a minimum 2/3 space occupancy of concession areas throughout the term of the Ground Lease Contract. Concession areas shall include all kitchen, service and dining areas of the food service concepts provided. Failure to maintain 2/3 space occupancy shall be considered an Event of Default.

D-18 EMERGENCY CLOSING

In the event of an emergency, the NHLC or NHDOT Bureau of Turnpikes reserves the right to close or divert patrons away from the Service Areas when such action in the view of the designated representatives of the NHLC is in the best interest of the health and safety of patrons and the Developer/Operator agrees that it shall have no claim against the NHLC. The Developer/Operator shall not be relieved of its obligation to pay Fixed Rent nor reimbursed for lost profits in the event of such a closure or diversion.

D-19 RECORDS RETENTION AND ACCESS REQUIREMENTS

The Developer/Operator shall abide by the conditions of all applicable NHLC laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to this Ground Lease Contract.

The Developer/Operator shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all revenue associated with this Ground Lease Contract. The Developer/Operator shall retain all such records for three (3) years after the end of the final Lease Year of this Ground Lease Contract. Records relating to any litigation matters regarding this Ground Lease Contract shall be kept for one (1) year following the termination of litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the NHLC and federal officials so authorized by law, rule, regulation or Ground Lease Contract, as applicable. During the term of this Ground Lease Contract, access to these items will be provided within Rockingham County of the State of New Hampshire, unless otherwise agreed by the NHLC. Delivery of and access to such records will be at no cost to the NHLC during the three (3) year period following termination of the Ground Lease Contract, and one (1) year term following litigation relating to the Ground Lease Contract, including all appeals or the expiration of the appeal period. The Developer/Operator shall include the record retention and review requirements of this section in any of its subcontracts/subleases.

In the event of a conflict between the law and these provisions, the more stringent requirements shall apply.

Accounting Requirements

The Developer/Operator shall maintain an accounting in accordance with generally accepted accounting principles (GAAP). The revenue and costs applicable to the Ground Lease Contract shall be ascertainable from the accounting and the Developer/Operator shall maintain records pertaining to the services, costs, expenditures and revenue.

The Developer Operator shall require its subcontractors and sub-lessee's to meet the terms and conditions of this section.

D-20 DISPUTE RESOLUTION

The NHLC Director of Administration, or his or her successor, shall be the NHLC's representative. In the event of any dispute governing the interpretation of this Ground Lease Contract other than the Event of Default, the Administrator's decision shall be final for the NHLC as defined below.

Prior to the filing of any formal proceedings with respect to a dispute, the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table.

LEVEL	<DEVELOPER /OPERATOR>	THE NHLC	CUMULATIVE ALLOTTED TIME
Primary	<NAME> <TITLE>	NHLC Project Manager (PM)	5 Business Days
First	<NAME> <TITLE>	Director of Administration	10 Business Days
Second	<NAME> <TITLE>	NHLC Chairman	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

D-21 INDEMNIFICATION FROM LIABILITY

To the fullest extent permitted by law, the Developer/Operator covenants and agrees to defend, indemnify and save harmless the NHLC, its officers, employees and agents, from any and all claims, demands, suits, actions, judgments, recoveries and expenses, including but not limited to the reasonable fees and expenses of attorneys, against or incurred by the NHLC, its officers, employees and agents, for or on account of infringement of patent rights or copyrights of others, or for or on account of damage or injury (including personal injury resulting in death) to the property or person of the Developer/Operator, its officers, employees or agents, or the NHLC, its officers, employees or agents, or any other person or persons, including patrons and users of the Turnpike, and including injuries to employees of the Developer/Operator, caused by or arising out of or claimed to arise out of or related to any of the covenants or obligations assumed hereunder by the Developer/Operator or in any manner arising out of, or claimed to arise out of, or related to the Developer/Operator's operations or construction activities under this Ground Lease Contract, except those due solely to the negligence or willful acts of the NHLC, its agent, or employees. This indemnity obligation shall not be limited in any way by benefits payable under a Workers' Compensation Act. Nothing contained in this section or elsewhere in this Ground Lease Contract shall be deemed to constitute a waiver of the defenses and sovereign immunity of the NHLC, which immunity is hereby reserved to the NHLC.

In addition, the Developer/Operator releases the NHLC's officers, employees and agents from any and all claims of the Developer/Operator arising out of this Ground Lease Contract, except that this provision shall not extend to property damage or personal injury caused by the sole active negligence of any such officers, employees and agents.

This section shall survive termination or conclusion of this Ground Lease Contract.

The Developer/Operator shall insure its agreement to indemnify the NHLC.

D-22 INSURANCE AND BONDS

Insurance and Bonds Required During Construction

During the construction of the Project, Developer/Operator or its construction manager/general contractor shall provide the following insurance. Such insurance shall be primary insurance and per project aggregate endorsement shall apply:

A. Workers' Compensation Insurance with Statutory Limits of the applicable Worker's Compensation law, and Employer's Liability with minimum limits of $500,000 each accident, $500,000 for Bodily Injury by disease each employee, and $500,000 policy limit for Bodily Injury by disease policy limit. If the Developer/Operator or its construction manager/general contractor is a qualified worker's compensation self-insurer, then (i) prior to its commencement of the construction the Developer/Operator or construction manager/general contractor shall certify to the NHLC that it is in compliance with, or exempt from the requirements of N.H. RSA 281-A, and (ii) the construction manager/general contractor waives any right of recovery it may have or acquire against the NHLC by reason of the Developer/Operator or construction manager/general contractor's having paid worker's compensation benefits as a self-insurer.

B. Commercial General Liability Insurance, covering all operations of Developer/Operator and its construction manager/general contractor, written on an occurrence basis, with the following minimum limits: $1,000,000 each occurrence $2,000,000 general aggregate (which limit shall apply separately to the construction project); and $2,000,000 products and completed operations aggregate. Coverage shall include (by the terms of the policy or by appropriate endorsements) premises and operations (including coverage for explosion, collapse and underground hazards), products and completed operations, contractual liability coverage, (with no exclusions for third party action over related suits), broad form property damage liability (including completed operations of subcontractors), and personal and advertising injury liability coverage. The NHLC shall be included as additional insured, and the policy shall include an endorsement that waives the insurer's rights of subrogation against the NHLC.

C. Business Automobile Liability Insurance, covering all vehicles, whether owned, non-owned, hired, or borrowed, used by Developer/Operator and its construction manager/general contractor for any operations both on and off the Premises, with a minimum limit of $1,000,000 combined single limit per accident for Bodily Injury and Property Damage. The NHLC shall be included as additional insured.

D. Umbrella Liability Insurance excess of the primary liability policies described above. The limits of liability provided will not be less than $10,000,000 each occurrence, $10,000,000 products and completed operations, and $10,000,000 general aggregate. The aggregate shall apply per project or per location. The NHLC shall be included as additional insured.

E. Pollution Liability Insurance, covering third-party injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from the operations and completed operations of the Developer/Operator or its construction manager/general contractor or its subcontractors, with coverage limits of not less than $5,000,000 per incident. The NHLC shall be included as additional insured.

F. Professional Liability Insurance covering professional design services to be performed by consultants, designers, architects or engineers by or on behalf of Developer/Operator and/or its construction manager/general contractor, with limits of not less than $2,000,000 per claim and $4,000,000 in the aggregate.

G. Commercial property or builders' risk insurance on an "all risk" or equivalent policy for, including, without limitation, insurance against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and debris removal. Such insurance shall (i) cover all equipment, machinery, supplies and other property intended to be permanently incorporated into the project, (ii) apply to such property while it is located at the Premises or located at temporary off-site or staging areas, or while in transit to the Premises, and (iii) have limits not less than 100% of the replacement value of the improvements. The policy will include an endorsement that waives the insurer's rights of subrogation against the NHLC. Business income coverage shall include, but is not limited to, loss of lease payments, rental income, and other types of income that may be applicable.

H. Owner's and Contractor's Protective Liability (OCP) coverage for the benefit of the State of New Hampshire Department of <u>Administrative Services</u>.
   a. Limits of Liability:
      i. $2,000,000 Each Occurrence
      ii. $3,000,000 Aggregate

I. <u>Completion Bond</u>

The Developer/Operator shall furnish the NHLC with a Completion Bond, with the NHLC as Obligee, in an amount equal to the estimated construction cost of the Project prior to the start of construction. The Developer/Operator shall bear the full expense of both the initial cost and the annual premiums for the Completion Bond. If such is not provided, the award may be nullified. The Developer/Operator may secure separate bonds for each site should the northbound and southbound sites be constructed sequentially. Should the Developer/Operator progress construction of both southbound and northbound sites concurrently, then the Developer/Operator shall furnish the NHLC a Completion Bond equal to the full amount of the estimated construction cost for both the northbound and southbound sites.

The Completion Bond shall be in a form and substance satisfactory to the NHLC. The Completion Bond shall be issued and maintained by the Developer/Operator in full force and effect until completion of all Project construction. The Developer/Operator or any of its sureties shall not be released from their obligations under the Completion Bond from any change or extension of time, or termination of this Ground Lease Contract. The Completion Bond shall contain a waiver of notice of any changes to this Ground Lease Contract.

The underwriter of the Completion Bond must have a rating of no less than B+ based upon the current A.M. Best (credit rating agency in the insurance industry) rating guide and with a Department of Treasury listing sufficient to cover a $26,000,000 (twenty-six million dollar) obligation.

The Completion Bond shall secure the performance of the Developer/Operator, including without limitation performance of the design and construction phases of the Service Areas in accordance with this Ground Lease Contract and shall secure any damages, cost or expenses resulting from the Developer/Operator's default in performance or liability caused by the Developer/Operator. The Completion Bond shall become payable to the NHLC for any outstanding damage assessments made by the NHLC against the Developer/Operator if there is a termination for default. An amount up to the full amounts of the Completion Bond may also be applied to the Developer/Operator's liability for any administrative costs and/or excess costs incurred by the NHLC in obtaining similar services to replace those terminated as a result of the Developer/Operator's default. In addition to this stated liability, the NHLC may seek other remedies.

The NHLC reserves the right to review the Completion Bond and to require the Developer/Operator to substitute a more acceptable Completion Bond in such form(s) as the NHLC deems necessary prior to acceptance of the Completion Bond.

J. <u>Payment bond</u>
The Developer/Operator or its general contractor/construction manager shall provide the NHLC with a copy of a payment bond guaranteeing payment in full of all bills and accounts for materials and labor used in the construction of the Service Areas.

<u>Insurance and Bond Required After Completion of Construction</u>
Prior to commencing operations at the Service Areas, and for the remaining term of this Ground Lease Contract, the Developer/ Operator shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or sub-lessee to obtain and maintain in force, the insurance in the same form and limits as listed above, in addition to the financial guarantee bond described below. Such insurance shall be primary and per location aggregate endorsement shall apply.

A. <u>Financial Guarantee Bond</u>
In addition to the insurance required above, prior to commencing operations at the Service Areas, the Developer/Operator will furnish to the NHLC as obligee, a financial guarantee bond issued by a company licensed to do business in the State of New Hampshire with a rating of no less than B+ based on the current A.M. Best rating guide, and with a Department of Treasury listing sufficient to cover a $5,000,000 (five million dollar) obligation, assuring the Developer/Operator's prompt payment of Fixed Rent which is due to the NHLC hereunder during the first five (5) years of the Ground Lease Contract. The penal sum of such bond shall not be less than the aggregate Fixed Rent due hereunder during such initial five (5) year period. The Developer/Operator shall pay the premium on the bond.

This financial guarantee bond shall be issued for each successive five-year period of the Ground Lease Contract until expiration of the Ground Lease Contract. The Developer/Operator shall pay the premium on any such successor bond. If by January 1 of each successive five year period, the Developer/Operator has not provided a similar bond for the next five years of the Ground Lease Contract in an amount not less than Fixed Rent for that same five year period, the NHLC shall have the right, by written notice given to the Developer/Operator not later than 30 days from time of required issuance, to terminate this lease, whereupon the Developer/Operator shall be relieved of any obligation to pay Fixed or Percentage Rent with respect to the next five year period and the Developer/Operator's rights hereunder shall cease as of that date.

The NHLC reserves the right to review the Financial Guarantee Bond and to require the Developer/Operator to substitute a more acceptable Financial Guarantee Bond in such form(s) as the NHLC deems necessary prior to acceptance of the Completion Bond.

In the event the bond company fails or becomes insolvent, Developer/Operator shall provide the NHLC with a new bond meeting the terms and conditions of the applicable section of this Ground Lease Contract, as soon as practicable.

Renewal Certificates
The Developer/Operator and/or its general contractor/construction manager shall furnish to the NHLC certificates of insurance for all renewals of the insurance required under this Ground Lease Contract no later than thirty (30) days prior to the expiration date of each of the insurance policies.

Form of Policies and Certificates
The insurance policies required hereunder shall be the standard policy forms and endorsements approved for use in the State of New Hampshire by the New Hampshire Department of Insurance.

The Developer/Operator **a**nd/or its general contractor/construction manager shall furnish to the NHLC the certificates of insurance for all insurance required under this Ground Lease Contract. All policies of insurance shall be endorsed to provide that the insurance company shall endeavor to provide written notice to the NHLC at least thirty (30) days prior to the effective date of any cancellation or adverse material change of such policies (ten (10) days in the event of non-payment). The certificates of insurance and any renewals thereof shall be attached to the Ground Lease Contract and are incorporated therein by reference.

The insurance certificate should list the Certificate Holder in the lower left hand block as:

NHLC
50 Storrs Street
Concord, NH 03301

Deductibles or Self Insured Retentions
All deductibles and self insured retentions are the sole responsibility of the Developer/Operator or its general contractor/construction manager. Deductibles or Self-Insured Retentions must be shown on the Certificate of Insurance. No retention (deductible) shall be more than $75,000.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the NHLC where applicable on all policies.

The Developer/Operator waives all rights of recovery against the NHLC for loss or damage covered by any of the insurance maintained by the Developer/Operator pursuant to this Ground Lease Contract.

The Developer/Operator hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the NHLC for loss or damage covered by any of the insurance maintained by the Developer/Operator pursuant to this Ground Lease Contract, and the policies shall be so endorsed.

Claims Made Policy Forms
Should any of the required liability coverages be on a “claims made” Basis, coverage must be available for the duration of the Ground Lease Contract and for a minimum of three (3) years following the completion of the Ground Lease Contract.

Review of Insurance Requirements by the Covered Party’s Insurance Representative
The Developer/Operator warrants that this Ground Lease Contract has been thoroughly reviewed by the Developer/Operator’s insurance agent(s)/broker(s), who have been instructed by the Developer/Operator to

procure the insurance coverage required by this Ground Lease Contract.

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Developer/Operator.

Any type of insurance or any increase in limits of liability not described above which the Developer/Operator requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Developer/Operator of any responsibility or liability under the Ground Lease Contract.

In the event of a failure of the Developer/Operator to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the NHLC shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Developer/Operator who agrees to furnish all necessary information thereof and to pay the cost thereof immediately upon presentation of an invoice.

In no event shall the Developer/Operator or any sub-contractor/sub-lessee begin Work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Ground Lease Contract is received and approved by the NHLC. Any Work performed without having the Certificates of Insurance received and approved by the NHLC is at the Developer/Operator and Sub-Consultant/Sub-Lessees own and sole risk.

<u>Insurance and Bonds Required Prior to Renovations</u>
To the extent that renovations are required and authorized under this Ground Lease Contract, prior to commencing any renovation estimated to cost more than $50,000, the Developer/Operator, or its general contractor/construction manager shall provide the NHLC with a performance bond, naming the NHLC as dual Obligee, having a penal sum equal to the amount of the renovation project. Developer/Operator shall also provide the NHLC with a copy of a payment bond guaranteeing payment in full of all bills and accounts for materials and labor used in the renovation project.

D-23 BANKRUPTCY.
If there shall be filed against the Developer/Operator in any court, pursuant to any statute either of the United States or of any NHLC, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Developer/Operator's property, or if the Developer/Operator shall voluntarily file any such petition or make an assignment for the benefit of creditors or petition for or enter into such an arrangement, this Ground Lease Contract, at the option of the NHLC, may be cancelled and terminated, in which event neither the Developer/Operator nor any person claiming through or under the Developer/Operator by virtue of any statute or of an order of any court shall be entitled to acquire or remain in possession of the Leased Premises, and the NHLC shall have no further liability hereunder to the Developer/Operator and any such person, if in possession, shall forthwith quit and surrender the Leased Premises. If this Ground Lease Contract shall be so cancelled or terminated, the NHLC, in addition to the other rights and remedies of the NHLC by virtue of any other provision herein or elsewhere in this Ground Lease Contract contained or by virtue of any statute or rule of law, may retain as liquidated damages any Rent or moneys received by the NHLC from the Developer/Operator or others in behalf of the Developer/Operator.

It is stipulated and agreed that in the event of the termination of this Ground Lease Contract pursuant to Appendix D-27 hereof, the NHLC shall forthwith, notwithstanding any other provisions of this Ground Lease Contract to the contrary, be entitled to recover from the Developer/Operator as and for liquidated damages an amount equal to the difference between: (x) the sum of (a) the Fixed Rent for the balance of the term, and (b) the average annual Percentage Rent payable hereunder for the three Lease Years immediately preceding (or for the entire preceding portion of the term if less than three Lease Years) multiplied by the number of years and fraction of a year then constituting the unexpired portion of the term, and (y) the rental value of the Leased Premises at the time of termination for such unexpired term or portion thereof, both discounted at the rate of 4% per annum to present worth. If the Leased Premises or any part thereof be relet by the NHLC for the unexpired term, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair and reasonable rental value for the part of the whole of the Leased Premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the NHLC to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or

rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater than, equal to or less than the amount of the difference referred to above.

D-24 DESTRUCTION OF OR DAMAGE TO SERVICE AREA FACILITIES

In the event that any building constructed or occupied by the Developer/Operator hereunder is completely destroyed by fire or other hazard, the NHLC in its sole discretion may direct the Developer/Operator at its own expense to rebuild such buildings or terminate operations at that location.

If the decision by the NHLC is to rebuild, the Developer/Operator shall, at its own expense, proceed promptly with the repair or restoration of the portions of such buildings and improvements on the Leased. All work of restoration by the Developer/Operator shall be done in conformity with the provisions of Appendix D hereof.

In the event that destruction of said building by fire or other hazard is partial, the NHLC shall have complete and sole discretion as to whether operations shall continue, or be suspended for such period as is necessary to repair the damaged premises. Whenever operations are terminated under this section, all responsibilities and obligations of the Developer/Operator, as hereinabove and hereinafter set forth, shall cease as to the building or buildings affected, and in case of suspension of operations, as aforesaid, shall cease only for the period of such suspension. The Developer/Operator shall not be required to pay Fixed Rent, Percentage Rent, Fuel Rent, and Electric Vehicle Charging Rent during the period of termination or suspension for the building or buildings affected. Term of the Ground Lease Contract shall not be extended if Service Area facilities are damaged or destroyed and operations terminated or suspended as described in this Section.

D-25 ASSIGNMENT, DELEGATION AND SUBCONTRACTS/SUB-LEASES

A. The Developer/Operator shall not assign, delegate, subcontract, sublease or otherwise transfer any of its interest, rights, or duties under the Ground Lease Contract without the written approval of the NHLC. Such consent will not be unreasonably withheld and should be provided within 30 days receipt of written notice. Any attempted transfer, assignment, delegation, or other transfer made without the NHLC's prior written consent shall be null and void.

B. The Developer/Operator shall remain wholly responsible for performance of the entire Ground Lease Contract regardless of whether assignees, delegates, subcontractor or other transferees are used, unless otherwise agreed to in writing by the NHLC and the Successor fully assumes in writing any and all obligations and liabilities under the Ground Lease Contract. In the absence of a written assumption of full obligations and liabilities of the Ground Lease Contract, any permitted assignment, delegation, subcontractors/sub-lessees or other transfer shall neither relieve the Developer/Operator of any of its obligations under the Ground Lease Contract nor shall it affect any remedies available to the NHLC against the Developer/Operator that may arise from any Event of Default of the provisions of the Ground Lease Contract. The NHLC will consider the Developer/Operator to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Ground Lease Contract unless assumed by Successor.

D-26 WARRANTIES AND REPRESENTATIONS

The Developer/Operator hereby warrants and represents to the NHLC as follows:

Organization and Standing

The Developer/Operator is a corporation duly organized, validly existing and in good standing under the laws of the NHLC of <<name>> and is duly authorized to transact business in the State of New Hampshire. A Certificate of Good Standing issued by the New Hampshire Secretary of State is attached hereto and shall be renewed by the Developer/Operator each year in accordance with State Law. The Developer/Operator has the corporate power to own or lease its properties and to carry on its business as now being conducted. The Developer/Operator has all requisite powers necessary for the execution, delivery and performance of its obligations under this Ground Lease Contract and shall provide a certificate to that effect concurrent with its execution of Ground Lease Contract.

Binding Effect

The Developer/Operator has taken all necessary action required to execute and deliver this Ground Lease Contract and the related bonds described in Appendix D-22 and to make the documents and instruments executed therewith the valid and enforceable obligations they purport to be. When executed and delivered by the parties hereto, this Ground Lease Contract and the surety bonds will each constitute a valid and binding obligation of the Developer/Operator enforceable in accordance with its terms.

Financial Statements

The Developer/Operator has furnished to the NHLC the Developer/Operator's Consolidated Financial Statements for the fiscal year ending in 2025. All such financial Statements are correct and complete and present fairly the financial position of the Developer/Operator as of the dates covered and the results of operations for the periods covered and were prepared in accordance with generally accepted accounting principles consistently applied except as may be noted therein.

Compliance with Law, etc.

The Developer/Operator is not in material violation of any term or provision of any mortgage, loan agreement, lease, franchise agreement or other agreement which is material to its business or assets, or of any judgment, decree, governmental order, statute, rule or regulation by which it is bound or to which it or any of its assets is subject. The execution, delivery and performance of and compliance with this Ground Lease Contract and the surety bonds will not violate or constitute a default under any term or provision of any such mortgage, loan agreement, lease, franchise agreement or other agreement or of any such judgment, decree, governmental order, statute, rule or regulation by which the Developer/Operator is bound or to which any material portion of its assets is subject. Except for obtaining necessary approval from NHLC and local officials with respect to construction and renovations of the restaurants and customary licensure of food service operations, no approval by, authorization of or filing with any Federal, State, municipal or other governmental commission, board or agency or governmental agency is necessary in connection with the execution and delivery of this Ground Lease Contract and the surety bonds by the Developer/Operator.

Franchises

A. The Developer/Operator has signed franchise or licensing agreements with all of the corporations whose food service concepts and brands are included in this RFQ/RFP hereto, which give Developer/Operator the right to operate restaurants of the applicable brand at the Service Areas. Said franchise agreements are not subject to any restrictions or conditions which would limit the full operation of the restaurants as contemplated by such agreements and this Ground Lease Contract. There are no material complaints or proceedings pending or threatened by any of the respective franchisors relating to the due performance of the Developer/Operator under such franchise agreements or any other franchise agreements between the Developer/Operator and the franchisors. The franchise agreements are all in good standing and the Developer/Operator is in full compliance with all of the terms and provisions thereof.

B. The Developer/Operator warrants and represents that it has provided the NHLC with complete and up-do-date copies of all franchise agreements and standards of operations applicable to the Developer/Operator's conduct of existing franchise operations in the Leased Premises and covenants and agrees to timely provide copies of all amendments, modifications or replacements of such materials and all franchise agreements and standards of operations for any future franchises. The NHLC and the Developer/Operator shall negotiate in good faith the portions of such materials relating to financial matters or other proprietary information that may be redacted from the copies provided under this section without adversely affecting the ability of the NHLC to ascertain that the Developer/Operator's operations in the Leased Premises are being conducted in accordance with applicable franchise requirements.

Brokerage Commissions

There is no broker or finder or other person who would have any valid claim against the NHLC for a commission, finder's fee or brokerage fee in connection with this Ground Lease Contract by virtue of any actions taken by the Developer/Operator or any persons acting on its behalf.

Complete Disclosure

No representation or warranty made by the Developer/Operator in this Ground Lease Contract and no Statement made by the Developer/Operator in any proposal to the NHLC or any schedule, exhibit or certificate referred to in this Ground Lease Contract contains any untrue Statement of a material fact or omits to NHLC any material fact necessary to make such representation or warranty or any such Statement not misleading.

D-27 TERMINATION

This section shall survive termination or Ground Lease Contract conclusion.

Termination for Default

In addition to any other Event of Default, any one or more of the following acts or omissions of the Developer/Operator shall constitute an event of default hereunder ("Event of Default").

a. Failure to perform the any of the services identified in the Ground Lease Contract satisfactorily or on schedule;
b. Failure to submit any report required;
c. Failure to perform any other covenant, term or condition of the Ground Lease Contract;
d. Failure to maintain 2/3 space occupancy of concession areas;
e. Failure to maintain Essential Services;
f. Failure to provide adequate replacement Project Staff;
g. Failure to provide an adequate construction Project Work Plan;
h. Failure to pay taxes;
i. Failure to furnish a surety bond

Upon the occurrence of any Event of Default, the NHLC may take any one or more, or all, of the following actions:

- Unless otherwise provided in the Ground Lease Contract, the NHLC may provide the Developer/Operator written notice of default and require it to be remedied within thirty (30) days from the date of notice, unless otherwise indicated in the written notice by the NHLC ("Cure Period"). If the Developer/Operator fails to cure the default within the Cure Period, the NHLC may terminate the Ground Lease Contract effective two (2) days after giving the Developer/Operator notice of termination, and at its sole discretion, treat the Ground Lease Contract as breached and pursue its remedies at law or in equity or both.

- Treat the Ground Lease Contract as breached and pursue any of its remedies at law or in equity, or both.

- Take ownership of all facilities and equipment in the Service Areas at no cost to the NHLC and free from all encumbrances except for subleases noted below.

- Procure services that are the subject of the Ground Lease Contract from another source and pay for such replacement services and all administrative costs directly related to the replacement, including but not limited to competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs, through the Facility Sustainment and Reinvestment Reserve Fund (Appendix D-14).

- No remedy conferred under the Ground Lease Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Ground Lease Contract. The NHLC's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other available remedies.

- Subject to applicable laws and regulations, in no event shall the Developer/Operator be liable for any consequential, special, indirect, incidental, punitive or exemplary damages. Notwithstanding the foregoing, this limitation of liability shall not apply to the Developer/Operator's obligations under Appendix D-21: *Indemnification*.

- Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the NHLC, which immunity is herby reserved to the NHLC. This covenant shall survive termination or Ground Lease Contract Conclusion.

- In the event of termination for an Event of Default, the NHLC shall assume the balance of all sub-leases with all sub-leasees for the balance of the term of the sublease. The Developer/Operator's subleases shall require that in the Event of Default, the sub-leasee shall honor the remaining term of the sublease, and the sub-leasee may request written termination of the sublease with the NHLC. Such termination may be granted by the NHLC and will become effective on a date to be determined by the NHLC.

<u>Termination Procedure</u>

Upon termination of the Ground Lease Contract, the NHLC, in addition to any other rights provided in the Ground Lease Contract, shall require the Developer/Operator to deliver to the NHLC any property, including without limitation, all written policies, procedures, manuals, access codes, security information, and the like associated with equipment, operations, and maintenance of the Service Areas, for such part of the Ground Lease Contract as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the NHLC, Developer/Operator shall:

- Stop work under the Ground Lease Contract on the date, and to the extent specified, in the notice;
- Promptly, but in no event longer than thirty (30) days after termination, notify its subcontracts and subleasees of termination. The NHLC shall assume the balance of the subleases as identified in Appendix D-27;
- Take such action as the NHLC directs, or as necessary to preserve and protect the property related to the Ground Lease Contract which is in the possession of Developer/Operator and in which NHLC has an interest;
- Transfer title to the NHLC and deliver in the manner, at the times, and to the extent directed by the NHLC, any property which is required to be furnished to NHLC and which has been accepted or requested by the NHLC; and
- Provide written Certification to the NHLC that Developer/Operator has surrendered to the NHLC all said property.

This section shall survive termination or Ground Lease Contract conclusion.

D-28 DEFAULT OF NHLC
If the Developer/Operator finds the NHLC in default, the Developer/Operator shall provide the NHLC with written notice of default, and the NHLC shall remedy the default within a reasonable period of time.

D-29 HOLDING OVER
In the event the Developer/Operator shall hold over and remain in possession of the Leased Premises, or any part thereof, after the expiration or earlier termination of this Ground Lease Contract, without any renewal or extension thereof, such holding over shall not be deemed to operate as a renewal or extension of this Ground Lease Contract but shall only create a tenancy from month to month which may be terminated at any time by the NHLC. The Rent during such period shall be the Fixed Rent last in effect under this Ground Lease Contract plus Percentage Rent computed on a monthly basis in the manner provided in Appendix D-6 hereof plus Fuel Rent as defined in Appendix D-6 plus Electric Vehicle Charging Rent as defined in Appendix D-6.

D-30 NEGOTIATED AGREEMENT
Developer/Operator and the NHLC have been represented by independent counsel in entering into this Ground Lease Contract. Each of the parties affirms to the other that it has consulted and discussed the provisions of this Ground Lease Contract with its counsel and fully understands the legal effect of each provision. There shall not be a presumption that the terms of this Ground Lease Contract are to be construed

D-31 TIME IS OF ESSENCE
It is understood and agreed between the parties hereto that time is of the essence in all the terms and provisions of this Ground Lease Contract.

D-32 NOTICES
All notices under this Ground Lease Contract shall be served or given only by registered or certified mail, except in cases of emergency, in which case, they shall be confirmed by registered or certified mail, and, if intended for the NHLC shall be addressed to its address Stated below, or to such other address as may be designated by the NHLC by written notice to the Developer/Operator:

NHLC

50 Storrs Street
Concord, NH 03301

Any notice to the Developer/Operator shall be addressed as follows, or to such other address as may be designated by the Developer/Operator by notice to the NHLC in writing:

<<D/O Corporate Contact>>

With Copies to:

<<D/O Legal Contact>>

and

<<D/O Local General Manager>>

D-33 FORCE MAJEURE

Neither Developer/Operator nor the NHLC shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, and acts of War, escalation of hostilities, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

D-34 INTERPRETATION

A. In the event of a conflict between the terms and provisions of this Ground Lease Contract and any of the Attachments hereto, the terms of this Ground Lease Contract shall control.
B. Any consent, approval or authorization of the NHLC that is required or contemplated in this Ground Lease Contract may be granted, withheld, withdrawn or conditioned in the sole discretion of the NHLC, unless otherwise expressly provided for in this Ground Lease Contract.
C. Any provision of this Ground Lease Contract that calls for the Developer/Operator to provide or be responsible for a particular action, service, product or installation, shall be complied with by the Developer/Operator at Developer/Operator's sole cost and expense without any right of reimbursement or contribution from the NHLC, unless otherwise expressly provided in this Ground Lease Contract.

D-35 PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Ground Lease Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D-36 WAIVER OF BREACH

No assent, but either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

D-37 GROUND LEASE CONTRACT MODIFICATIONS

This Ground Lease Contract may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Long Range Capital Planning Committee if applicable, and by the Governor and Executive Council of the State of New Hampshire in accordance with the Governor and Executive Council regulations as they may exist from time to time.

D-38 THIRD PARTIES

The parties hereto do not intend to benefit any third parties and this Ground Lease Contract shall not be construed to confer any such benefit.

D-39 HEADINGS

The headings throughout the Ground Lease Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of the Ground Lease Contract.

D-40 VENUE AND JURISDICTION

Any action on the Ground Lease Contract may only be bought in the State of New Hampshire Rockingham County Superior Court.

D-41 SURVIVAL

The terms, conditions and warranties contained in the Ground Lease Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Ground Lease Contract shall so survive.

D-42 ENTIRE AGREEMENT

The Ground Lease Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior contracts and understandings pertaining to the Project.

D-43 CONFLICT OF INTEREST

The NHLC may terminate the Ground Lease Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Ground Lease Contracts.

In the event the Ground Lease Contract is terminated as provided above pursuant to a violation by the Developer/Operator, the NHLC shall be entitled to pursue the same remedies against the Developer/Operator as it could pursue in the Event of a Default of the Ground Lease Contract by the Developer/Operator.

D-44 CHANGE OF OWNERSHIP

The Developer/Operator shall notify the NHLC if there is any change in the ownership of the Developer/Operator, including but not limited to a sale of all or substantially all of Developer/Operators assets or ownership interests, merger, or acquisition by another entity. In the event of a change of ownership of the Developer/Operator for any reason whatsoever, the NHLC shall have the option of continuing under this Ground Lease Contract with the Developer/Operator or its successors or assigns for the full remaining term of this Ground Lease Contract, continuing the Ground Lease Contract with the Developer/Operator or its successor or assigns for such period of time as determined by the NHLC, or immediately terminating this Ground Lease Contract. Within 30 days of receiving notice of the change in ownership, the NHLC shall notify the Developer/Operator whether the NHLC intends to terminate the Ground Lease Contract, continue for a period of time, or continue it for the full term. If the NHLC terminates the Ground Lease Contract as a result of a change in ownership by the Developer/Operator, the NHLC will have no liability to the Developer/Operator, its successors, or assigns.

D-45 RELATIONS TO THE NHLC

In the performance of the Ground Lease Contract, the Developer/Operator is in all respects an independent contractor, and is neither an agent nor an employee of the NHLC. Neither the Developer/Operator nor any of its officers, employees, agents, or members shall have authority to bind the NHLC or receive any benefits, worker's compensation or other emoluments provided by the NHLC to its employees.

D-46 CONFIDENTIAL INFORMATION

In performing its obligations under the Ground Lease Contract, the Developer/Operator may gain access to confidential information of the NHLC ("Confidential Information"). Subject to applicable federal or NHLC laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the Developer/Operator, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the NHLC. The Developer/Operator shall not use or disclose such information, except as is directly connected to and necessary for the Developer/Operator's performance under the Ground Lease Contract.

The Developer/Operator agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all Confidential Information of the NHLC that becomes available to the Developer/Operator in connection with its performance under the Ground Lease Contract, regardless of its form. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the NHLC's Confidential Information shall require prior written approval of the NHLC. The Developer/Operator shall immediately notify the NHLC if any request, subpoena or other legal process is served upon the Developer/Operator regarding the NHLC's Confidential Information, and the Developer/Operator shall cooperate with the NHLC in any effort it undertakes to contest the subpoena or other legal process.

In the event of unauthorized use or disclosure of the NHLC's Confidential Information, the Developer/Operator shall immediately notify the NHLC, and the NHLC shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

Insofar as the Developer/Operator seeks to maintain the confidentiality of its confidential or proprietary information, the Developer/Operator must clearly identify in writing the information it claims to be confidential or proprietary. The Developer/Operator acknowledges that the NHLC is subject to the Right to Know law, RSA Chapter 91-A. The NHLC shall maintain the confidentiality of the identified information insofar as it is consistent with applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the NHLC receives a request for the information identified by the Developer/Operator as confidential, the NHLC shall notify the Developer/Operator and specify the date the NHLC will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Developer/Operator's sole responsibility and at the Developer/Operator's sole expense. If the Developer/Operator fails to obtain a court order enjoining the disclosure, the NHLC shall release the information on the date specified in the NHLC's notice to the Developer/Operator without any NHLC liability to the Developer/Operator.

This section shall survive termination or Ground Lease Contract Conclusion.

D-47 CHOICE OF LAW

This Ground Lease Contract is to be construed according to the Laws of the State of New Hampshire.

(Remainder of this page intentionally left blank)

D-48 SAMPLE CERTIFICATE OF VOTE (REQUIRED AT TIME OF GROUND LEASE CONTRACT)

CERTIFICATE

(Corporation without Seal)

I, ___________________________________, Clerk/Secretary of the

____, do hereby certify that:

(1) I am the duly elected and acting Clerk/Secretary of the ____________________________, a

______________________________ Corporation (state of incorporation) (the “Corporation”);

(2) I maintain and have custody and am familiar with the minute books of the Corporation;

(3) I am duly authorized to issue certificates with respect to the contents of such books;

(4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the ______ day of ______________, 2026, which meeting was duly held in accordance with ______________________________(state of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a Ground Lease Contract with the State of New Hampshire, acting by and through the <AGENCY/DIVISION NAME> of the <DEPARTMENT NAME>, providing for the performance of certain IT Consulting services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said Ground Lease Contract with the NHLC and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;

(6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

_____________________________________ President

_____________________________________ Vice President

_____________________________________ Treasurer

and;

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this __________ day of ___________________, 2026.

____
Clerk/Secretary

STATE OF ________________________

COUNTY OF________________________