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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Rail and Transit
 September 25, 2020

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 228:57, authorize the Department of Transportation to amend a lease of a 65,100 square foot parcel of state-owned land located on the Northern Railroad Corridor in the City of Lebanon to Superior Plus Energy, Inc. for \$5,875.00. This amendment is effective November 1, 2020, with Governor and Executive Council approval, through January 31, 2021. The original lease agreement was approved by Governor and Council on July 10, 2019, Item 107 and amended on April 8, 2020, Item 22.

Rental income will be credited as follows:

	<u>FY 2021</u>
04-096-096-964010-2991 Special Railroad Account	
009-403532 Railroad Property Sale or Lease	\$5,875.00

EXPLANATION

RSA 228:57 allows the Department to sell or lease portions of railroad property for the continued operation of a railroad. Pursuant to RSA 228:57, the Department of Transportation seeks to amend a lease for 65,100 square foot parcel of the state-owned railroad corridor to Superior Plus Energy, Inc. (Superior). Superior is currently utilizing the parcel in conjunction with active railroad operations by the New England Central Railroad (NECR), the entity with railroad operating rights to the subject property. The current lease does not interfere with NECR's active railroad operations because the parcel leased is adjacent to the railroad track that Superior presently uses for unloading fuel products and related commodities pursuant to a Side Track Agreement between Superior and NECR.

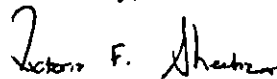
This Department originally entered into a lease for this parcel with Rymes Heating Oils, Inc. (Rymes) that was approved by Governor and Council on July 10, 2019, Item 107 and amended on April 8, 2020, Item 22 with a completion date of October 31, 2020. In accordance with Section 10.01 of the lease, the Department and Rymes consented to the assignment of the lease to Superior on September 23, 2020. The Department chose to lease the parcel to Rymes, originally, and Superior, now, for an interim period

while a new 10-year operating agreement between the State and the railroad (NECR) was being renegotiated and then the railroad would enter into a more appropriate sublease with Superior. As the State and railroad need additional time, approximately three (3) months, to finalize a new 10-year operating agreement, this subject amendment proposes to extend the lease with Superior for said three (3) month period. The term of the amended lease shall terminate on January 31, 2021, or within thirty (30) days of the effective date of a new operating agreement between the State and NECR, if it should be sooner. The use of this parcel will enhance the railroad corridor's current use and a provision is included in the proposed lease relative to the removal or modification of the facility if necessary for improvements to railroad service.

The amendment has been approved by the Attorney General as to form and execution; and the Department has certified that the necessary funds are available. Copies of the fully executed amendment are on file at the Secretary of State's Office and the Department of Administrative Services' Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

Your approval of this resolution is respectfully requested.

Sincerely,



Victoria F. Sheehan
Commissioner

Attachments

AMENDMENT #2 TO LEASE AGREEMENT

This AMENDMENT TO THE LEASE AGREEMENT (“Amendment”) is entered into this 25th day of September, 2020, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, PO Box 483, Concord, New Hampshire 03302-0483, (hereinafter referred to as “Landlord”) and Superior Plus Energy Services, Inc., 650 E Swedesford Rd., Suite 300, Wayne, PA 19087 (hereinafter referred to as “Tenant”) (the Landlord and Tenant may hereinafter singularly and/or collectively be referred to as “Party” or “Parties”).

WHEREAS, the Landlord is the owner of the State-owned Northern Railroad corridor at approximate Engineering Station 3645+00+/- to 3650+00, Valuation Section 32.1, Sheet 70 (“Property”).

WHEREAS, the Landlord and Rymes Heating Oils, Inc. (“Rymes”) entered into a Lease Agreement on June 4, 2019 for a portion of the Property (“Lease”) and that Lease was amended by the Landlord and Rymes on April 8, 2020.

WHEREAS, the Landlord and Rymes consented on September 23, 2020 to assign the Lease to the Tenant in accordance with Section 10.01 of the Lease.

NOW THEREFORE, the Parties mutually agree to amend the Lease as follows:

1. Section 2.02 of the Lease shall be amended to extend the term of the Lease for an additional three (3) months. The Lease shall terminate on January 31, 2021, or within thirty (30) days of the effective date of a new operating agreement between the State of New Hampshire and New England Central Railroad, Inc. (hereinafter “Railroad Operator”) for the Northern Railroad, unless terminated sooner in accordance with Condition 17.01 or 17.02 of the Lease.
2. The rent for the amended lease term shall be five thousand eight hundred seventy-five dollars (\$5,875), payable in advance, and due upon November 1, 2020. This payment shall be made payable to “TREASURER, STATE OF NH” and mailed to:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF FINANCE & CONTRACTS
J.O. MORTON BUILDING
PO BOX 483
CONCORD, NH 03302-0483

If the total rent amount is not paid within ten (10) days after the due date, the Tenant agrees to pay a late charge of 5% of the total rental amount due.


If the Lease, as amended herein, is terminated before October 31, 2020, the Landlord will reimburse the Tenant for the pro rata proportion of the remaining number of days for

which rent has been paid in advance but during which the Tenant no longer occupies the premises.

3. The Parties agree that all other provisions of the Lease not amended herein shall remain in full force and effect.
4. This Amendment and all obligations of the parties hereunder shall become effective upon approval by the Governor and Council of the State of New Hampshire.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.


TENANT:
Superior Plus Energy Services, Inc.

By:  _____

Date: 9/29/2020

Print Name and Title
MARC Schoone
VP of Operations Support

LANDLORD:
STATE OF NEW HAMPSHIRE
Department of Transportation

By:  _____
Patrick Herlihy, Director
Division of Aeronautics, Rail & Transit
New Hampshire Department of Transportation

Date: 9/29/2020

The foregoing Amendment, having been reviewed by this office, is approved as to form and execution on October 6, 2020, 20 .

OFFICE OF THE ATTORNEY GENERAL

By:  _____
Assistant Attorney General

Approved by Governor and Council on _____, 20____, Item # _____.

ATTEST: _____
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SUPERIOR PLUS PROPANE is a New Hampshire Trade Name registered to transact business in New Hampshire on September 13, 2019. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 827254

Certificate Number: 0005012365



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of September A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

One Click Certificate of Good Standing



Search Business

Business Information

Payment

Done

Business Details

Business Name:	SUPERIOR PLUS ENERGY SERVICES INC	Business ID:	780232
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	10/05/2017	Name in State of Incorporation:	SUPERIOR PLUS ENERGY SERVICES INC
Date of Formation in Jurisdiction:	09/26/1949		
Principal Office Address:	1870 South Winton Road, Suite 200, Rochester, NY, 14618, USA	Mailing Address:	1870 South Winton Road, Suite 200, Rochester, NY, 14618, USA
Citizenship / State of Incorporation:	Foreign/New York		
		Last Annual Report Year:	2020
		Next Report Year:	2021
Duration:	Perpetual		
Business Email:	CLS-CTARMSevidence@woltersklower.com	Phone #:	NONE
Notification Email:	CLS-CTARMSevidence@woltersklower.com	Fiscal Year End Date:	NONE

SUPERIOR PLUS ENERGY SERVICES INC.

CERTIFICATE

I, Janice Fernandes, Assistant Secretary of Superior Plus Energy Services Inc. (the "Corporation") hereby certifies for and on behalf of the Corporation in my capacity as an officer of the Corporation and not in my personal capacity that:

- 1) Exhibit "A" attached is a true and correct copy of a resolution of the board of directors of the Corporation duly passed at a meeting of the board on June 29, 2020, and that such resolutions are in full force and effect and unamended as of the date hereof.

DATED, at Toronto, Ontario as of the 29th day of September, 2020.

SUPERIOR PLUS ENERGY SERVICES INC.

Per: Janice Fernandes
Janice Fernandes
Assistant Corporate Secretary

Officers of the Corporation

RESOLVED THAT the appointment of the following officers of the Corporation to hold office at the pleasure of the Board is hereby confirmed:

Andy Peyton, President
Marc Schoone, VP
Beth Summers, VP
Andy Desmann, VP
James Devens, VP
Jason Fortin, VP
Doug Harris, VP
Tommy Manion, VP
Russ Porowski, VP
Darren Hribar, VP and Secretary
Brian DeMille, VP
Rob Dorran, Treasurer
Erin Seaman, Assistant Treasurer
Daniel Webb, US Assistant Corporate Secretary
Janice Fernandes, CDN Assistant Corporate Secretary

Appointment of Signing Authorities

2. It is resolved that any two of the officers of the Corporation be and are hereby authorized to sign, execute and deliver, either with or without the Corporation's corporate seal affixed thereto contracts, agreements, acknowledgements, applications, certificates and directions which are material to the Corporation and any one of such officers is hereby authorized to sign, execute and deliver, either with or without the Corporation's corporate seal affixed thereto all other contracts, agreements, acknowledgements, applications, certificates and directions relating to the Corporation and, in the case of such other contracts, the President of the Corporation is hereby authorized to delegate such authority to another employee of the Corporation, and any documents so signed shall be valid and binding upon the Corporation for all purposes.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. Incoming Multinational Client Service Unit 9830 Colonnade Boulevard, Suite 400 San Antonio, TX 78230	CONTACT NAME: PHONE (A/C, Ho, Ext): _____ FAX (A/C, Ho): _____ E-MAIL _____ ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN101789812-ALL-GGAWU-19-20	INSURER A: Zurich American Insurance Company	NAIC # 16535
INSURED Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960	INSURER B: ACE American Insurance Company	22667
	INSURER C: American Guarantee and Liability Insurance Company	26247
	INSURER D: N/A	N/A
	INSURER E: Zurich Insurance Company Ltd.	18535
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** HQJ-003711858-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GLC0206120-02	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		MMT H25291396	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		AUC0206121-02	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WLR 066043289 (AOS) WLR 066045845 (AZ, CA, MA)	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CANADIAN COMM. GENERAL LIAB.		8845933 (DED: CDN 500,000)	11/01/2019	11/01/2020	LIMIT CDN 1,000,000
E	CANADIAN UMBRELLA		8845643 (SIR: CDN 10,000)	11/01/2019	11/01/2020	LIMIT CDN 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470
State of New Hampshire and New England Central Railroad Inc. are included as Additional Insured on the General Liability where required by written contract. General Liability includes Contractual Liability where required by written contract.

CERTIFICATE HOLDER State of New Hampshire NH Department of Transportation PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NARC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Canadian Commercial General Liability and Canadian Umbrella Policies were placed by Marsh Canada Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to these placements which are referenced here for your convenience.
- The Canadian Commercial General Liability and Canadian Umbrella Policies provide excess Difference in Conditions and Difference in Limits coverage to the US Commercial General Liability policy and US Umbrella policy respectively.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	ALL CONTRACTS FOR WORK DONE FOR RAILROADS, AS REQUIRED BY WRITTEN CONTRACT
Designated Job Site:	ALL CONTRACTS FOR WORK DONE FOR RAILROADS, AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the **Definitions** section is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 1. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

CONSENT TO ASSIGNMENT OF LEASE

This Consent to Assignment of Lease is made as of the 1st day of September 2020. Reference is made to a certain lease from the State of New Hampshire, Department of Transportation ("Landlord"), to Rymes Heating Oils, Inc., 257 Sheep Davis Road, Concord, NH ("Tenant"), with respect to certain premises (the "Premises") in Lebanon, Grafton County, State of New Hampshire, located on the State-owned Northern Railroad Corridor, opposite and between Engineering Station 3645+00 +/- to 3650+00 as shown on Railroad Valuation Map V32.1/70 (the "Lease"). Pursuant to the Amendment to the Lease Agreement signed by the parties March 23, 2020, the Lease shall terminate on October 31, 2020, or within thirty (30) days of the effective date of a new operating agreement between the State of New Hampshire and New England Central Railroad, Inc. (hereinafter "Railroad Operator") for the Northern Railroad, unless terminated sooner in accordance with Condition 17.01 or 17.02 of the Lease

The Landlord hereby consents to an assignment of the Lease from Rymes Heating Oils, Inc. to Superior Plus Energy Services, Inc. ("Assignee"). By acceptance of the assignment of the Lease, Superior Plus Energy Services, Inc. agrees to be bound by the terms and conditions of the Lease and to perform the obligations of Tenant under the Lease.

Landlord acknowledges that to the best of its knowledge and belief that the Tenant is not in default of any of its obligations under the Lease and that the Lease, as affected by this Consent and the assignment, as amended on March 23, 2020, remains in full force and effect.

[Remainder of page intentionally left blank.]

File # 2020-75

Executed as an instrument under seal as of the date first above written.

IN WITNESS WHEREOF, the Parties hereto have executed this Consent of Assignment of the above referenced Lease Agreement in duplicate

TENANT- Rymes Heating Oils, Inc.

By: [Signature] MANAGER
Print Name and Title

Date: 9/14/2020

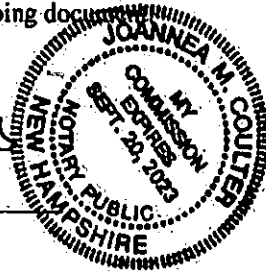
STATE OF NH
COUNTY OF Merrimack

On 9/14/20, before the undersigned officer personally appeared Tom Rymes known to me (or satisfactorily proven) to be the Manager of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

9/14/20
Date

[Signature]
Notary Public



ASSIGNEE - Superior Plus Energy Services, Inc.

By: Andrew Desmann
VP Finance
Print Name and Title
[Signature]

Date: 9/3/20

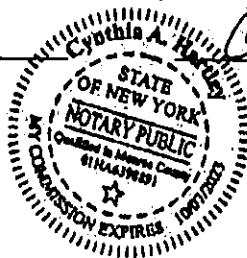
STATE OF New York
COUNTY OF Monte

On 9/3/20, before the undersigned officer personally appeared Andrew Desmann known to me (or satisfactorily proven) to be the VP Finance of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.


9/3/20
Date

[Signature]
Notary Public



File # 2020-75

LANDLORD

By: 
Victoria F. Sheehan, Commissioner
New Hampshire Department of Transportation

9 | 23 | 2020

SUPERIOR PLUS ENERGY SERVICES INC.

CERTIFICATE OF INCUMBENCY

I, Janice Fernandes, Assistant Corporate Secretary of Superior Plus Energy Services Inc. (the "Corporation") hereby certify for and on behalf of the Corporation that the person named below is a duly appointed officer of the Corporation and holds the respective office set opposite his name:

<u>Name</u>	<u>Title</u>
Andy Desmann	Vice President, Finance

DATED at Toronto, Ontario as of the 3rd day of September, 2020.



Janice Fernandes
Assistant Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Marsh USA Inc. Incoming Multinational Client Service Unit 9830 Colonnade Boulevard, Suite 400 San Antonio, TX 78230	CONTACT NAME: PHONE: (A/C. No., Ext.): FAX (A/C. No.): E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960	INSURER A: Zurich American Insurance Company	
	INSURER B: ACE American Insurance Company	
	INSURER C: American Guarantee and Liability Insurance Company	
	INSURER D: N/A	
	INSURER E: Zurich Insurance Company Ltd.	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: HOU-003711856-01	REVISION NUMBER: 3
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				GLC0206120-02	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY				MMT H25291396	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				AUC0206121-02	11/01/2019	11/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	WLR 066043289 (AOS) WLR 066045845 (AZ, CA, MA)	11/01/2019 11/01/2019	11/01/2020 11/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	CANADIAN COMM. GENERAL LIAB.				8845933 (DED: CDN 500,000)	11/01/2019	11/01/2020	LIMIT CDN 1,000,000
E	CANADIAN UMBRELLA				8845643 (SIR: CDN 10,000)	11/01/2019	11/01/2020	LIMIT CDN 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470
 State of New Hampshire and New England Central Railroad Inc. are included as Additional Insured on the General Liability where required by written contract. General Liability includes Contractual Liability where required by written contract.

CERTIFICATE HOLDER State of New Hampshire NH Department of Transportation PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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AGENCY CUSTOMER ID: CN101789812

LOC #: Canada



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Superior Plus Energy Services 1870 South Winton Road, Suite 200 Rochester, NY 14618-3960	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

- Canadian Commercial General Liability and Canadian Umbrella Policies were placed by Marsh Canada Limited. Marsh USA Inc. has only acted in the role of a consultant to the client with respect to these placements which are referenced here for your convenience.
- The Canadian Commercial General Liability and Canadian Umbrella Policies provide excess Difference in Conditions and Difference in Limits coverage to the US Commercial General Liability policy and US Umbrella policy respectively.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	ALL CONTRACTS FOR WORK DONE FOR RAILROADS, AS REQUIRED BY WRITTEN CONTRACT
Designated Job Site:	ALL CONTRACTS FOR WORK DONE FOR RAILROADS, AS REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

Business Information

Business Details

Business Name:	SUPERIOR PLUS ENERGY SERVICES INC	Business ID:	780232
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	10/05/2017	Name in State of Incorporation:	SUPERIOR PLUS ENERGY SERVICES INC
Date of Formation in Jurisdiction:	09/26/1949	Mailing Address:	1870 South Winton Road, Suite 200, Rochester, NY, 14618, USA
Principal Office Address:	1870 South Winton Road, Suite 200, Rochester, NY, 14618, USA		
Citizenship / State of Incorporation:	Foreign/New York	Last Annual Report Year:	2020
		Next Report Year:	2021
Duration:	Perpetual	Phone #:	NONE
Business Email:	CLS-CTARMSevidence@wolterskluwer.com	Fiscal Year End Date:	NONE
Notification Email:	CLS-CTARMSevidence@wolterskluwer.com		

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Energy distribution notwithstanding the foregoing, the purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized to do business under the laws of NH.	

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RYMES HEATING OILS, INC.

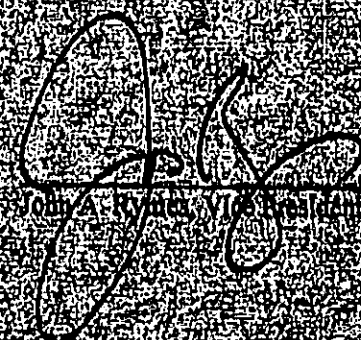
Certificate Of Vote

I, the undersigned, hereby certify that I am the duly elected and qualified Vice President of Rymes Heating Oils, Inc., a New Hampshire corporation (the "Corporation"), and hereby certify that:

Attached hereto as Exhibit A is a true and correct copy of the written consent of the sole director of the Corporation, authorizing the execution and delivery of the Consent to Assignment of Lease dated as of September 1, 2020 by and among Superior Plus Energy Services, Inc., the Corporation and the State of New Hampshire, Department of Transportation, which written consent has not been amended, revoked or rescinded in any manner and is in full force and effect as of the date hereof.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Appointment on the 14th day of September, 2010.



JOHN A. RYAN, VIC. GENERAL

John A. Ryan, Vic. General

EXHIBIT A

Written Consent of Sole Director

RYMES HEATING OILS, INC.

Written Consent of Sole Director

September 1, 2020

The undersigned, being the sole Director of Rymes Heating Oils, Inc., a New Hampshire corporation (the "Corporation"), does hereby waive any and all notice requirements contained in the Corporation's Bylaws and any New Hampshire statutory requirements pertaining thereto and hereby consents pursuant to NH RSA § 293-A:8.21 to the adoption of the following resolutions:

Consent to Assignment of Lease

RESOLVED: That, in connection with the performance of the Corporation's obligations under that certain Asset Purchase Agreement dated as of August 24, 2020 by and among Superior Plus Energy Services, Inc. ("Superior"), the Corporation and the other parties named therein, the Corporation be, and hereby is, authorized to enter into the Consent to Assignment of Lease by and among the Corporation, Superior and the State of New Hampshire, Department of Transportation (the "Consent"), attached hereto as Exhibit A.

RESOLVED: That Thomas J. Rymes be, and he hereby is, authorized to execute and deliver the Consent for and on behalf of the Corporation and in its name, the execution of the Consent by Thomas J. Rymes to be conclusive evidence of the authorization of his approval of any change and of the authorization of his execution and delivery of the Consent.

General

RESOLVED: That Thomas J. Rymes be, and he hereby is, authorized, for and on behalf of the Corporation and in its name, to execute, acknowledge, seal and deliver all such instruments, agreements and other documents, and to do all such acts and things, as he shall deem necessary, desirable or appropriate to carry out the intent and purpose of any of the foregoing Resolutions.

[Signature Page Follows]

The undersigned has executed this consent as of the date hereof which also is

Signature of _____

A handwritten signature in dark ink, appearing to be "J. S. [unclear]", written over a horizontal line.

Exhibit A

Consent to Assignment of Lease

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO THE LEASE AGREEMENT ("Amendment") is entered into this ____ day of March, 2020, by and between the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, PO Box 483, Concord, New Hampshire 03302-0483, (hereinafter referred to as "Landlord") and Rymes Heating Oils, Inc., 257 Sheep Davis Road, Concord, New Hampshire 03301 (hereinafter referred to as "Tenant") (the Landlord and Tenant may hereinafter singularly and/or collectively be referred to as "Party" or "Parties").

WHEREAS, the Landlord and the Tenant entered into a Lease Agreement on June 4, 2019, with respect to a portion of the State-owned Northern Railroad corridor at approximate Engineering Station 3645+00+/- to 3650+00, Valuation Section 32.1, Sheet 70 ("Lease").

NOW THEREFORE, the Parties mutually agree to amend the Lease as follows:

1. Section 2.02 of the Lease shall be amended to extend the term of the Lease for an additional six (6) months. The Lease shall terminate on October 31, 2020, or within thirty (30) days of the effective date of a new operating agreement between the State of New Hampshire and New England Central Railroad, Inc. (hereinafter "Railroad Operator") for the Northern Railroad, unless terminated sooner in accordance with Condition 17.01 or 17.02 of the Lease.
2. The rent for the amended lease term shall be eleven thousand seven hundred fifty dollars (\$11,750), payable in advance, and due upon May 1, 2020. This payment shall be made payable to "TREASURER, STATE OF NH" and mailed to:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF FINANCE & CONTRACTS
J.O. MORTON BUILDING
PO BOX 483
CONCORD, NH 03302-0483

If the total rent amount is not paid within ten (10) days after the due date, the Tenant agrees to pay a late charge of 5% of the total rental amount due.

If the Lease, as amended herein, is terminated before October 31, 2020, the Landlord will reimburse the Tenant for the pro rata proportion of the remaining number of days for which rent has been paid in advance but during which the Tenant no longer occupies the premises.

3. The Parties agree that all other provisions of the Lease not amended herein shall remain in full force and effect.
4. This Amendment and all obligations of the parties hereunder shall become effective upon approval by the Governor and Council of the State of New Hampshire.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

TENANT:
Rymes Heating Oils, Inc.

By: 

Date: 3/23/2020

Print Name and Title

John A. Rymes U.P.

LANDLORD:
STATE OF NEW HAMPSHIRE
Department of Transportation

By: 

Date: 3/23/2020

Patrick Herlihy, Director
Division of Aeronautics, Rail & Transit
New Hampshire Department of Transportation

The foregoing Amendment, having been reviewed by this office, is approved as to form and execution on March 25, 20 20.

OFFICE OF THE ATTORNEY GENERAL

By: 

Assistant Attorney General

APR 08 2020

Approved by Governor and Council on _____, 20____, Item # _____.

ATTEST: 

DEPUTY SECRETARY OF STATE

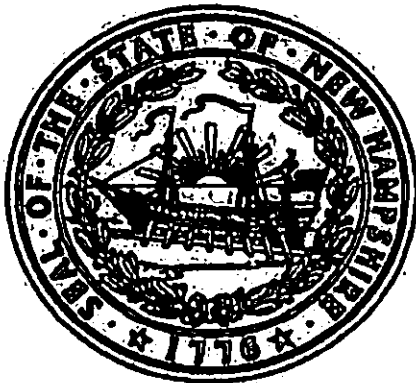
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RYMES HEATING OILS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 07, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 14827

Certificate Number: 0004523091



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

RYMES HEATING OILS, INC.

**Unanimous Consent of Directors to Action
in Lieu of Special Meeting**

The undersigned, being all of the directors of Rymes Heating Oils, Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A) (the "Company"), do hereby waive any and all notice requirements of the Company's Bylaws and consent pursuant to New Hampshire RSA 293-A:8.21, that the following actions be taken in lieu of a special meeting with such actions to be effective as of March 23, 2020:

RESOLVED: That the Company be authorized to become a party to, and perform its duties and exercise its rights under that certain Amendment to Lease Agreement by and between the Company and the State of New Hampshire, acting by and through the New Hampshire Department of Transportation, Bureau of Rail and Transit, in substantially the form attached hereto as Exhibit A (the "Lease Amendment") and each of the other documents and agreements that are contemplated by the Lease Amendment or are otherwise necessary or useful in connection therewith, which documents and agreements shall be in a form acceptable to the Officers of the Company (together with the Lease Amendment, the "Transaction Documents");

RESOLVED: That the Officers of the Company be, and they hereby are, and each of them acting singly hereby is, authorized, for and on behalf of the Company, to negotiate, execute and deliver the Transaction Documents for and on behalf of the Company and in its name, the execution of such Transaction Documents by such Officer to be conclusive evidence of the authorization of his or her approval of any change and of the authorization of his or her execution and delivery of such Transaction Documents;

RESOLVED: That the Officers of the Company be, and they hereby are, and each of them acting singly hereby is, authorized, for and on behalf of the Company and in its name, to execute, acknowledge, seal and deliver all such instruments, agreements and other documents, and to do all such acts and things, as they or any of them shall deem necessary, desirable or appropriate in order to consummate and perform the transactions described in and contemplated by the Transaction Documents, or to otherwise carry out the intent and purpose of any of the foregoing Resolutions; and

RESOLVED: That all actions heretofore taken by any Officer of the Company which would have been authorized if taken after adoption of the foregoing Resolutions be, and they hereby are, and each of them hereby is, approved, adopted, ratified and confirmed.

This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

IN WITNESS WHEREOF, the undersigned have executed this written Consent as of the date first written above.



James T. Rymes, Director



John A. Rymes, Director



Carol M. Rymes, Director

Client#: 1023993

RYMESHEA1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 76 John Roberts Road, Building C South Portland, ME 04106 855 874-0123	CONTACT NAME PHONE (703) No. Ext: 855 874-0123	FAX (603) No: 877-775-0110
	INSURER(S) AFFORDING COVERAGE	
INSURED State of New Hampshire NH Department of Transportation New England Central Railroad PO Box 483 Concord, NH 03302-0483	INSURER A: Citicorp Insurance Company of America	NAIC # 31534
	INSURER B: Hannover Insurance Company	22282
	INSURER C: Alliance Phenolal Benefit Ins. Co.	41840
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


CLASS	TYPE OF INSURANCE	ADDITIONAL PERMS	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ZBPD07788403	10/28/2019	10/28/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input checked="" type="checkbox"/> MCB-80 <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		AWPD07789003	10/28/2019	10/28/2020	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYEE OR PARTNER/EXECUTIVE OFFICER NUMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER-STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Railroad Protective Lib.		LHPH02701300	06/04/2019	06/04/2020	\$1,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470

The General Liability and Auto policies provide a Blanket Additional Insured status to the State of New Hampshire and the New England Central Railroad, Inc. when required by written contract.

Railroad Protective policy issued per written contract with Rymes Heating Oils, Inc.

CERTIFICATE HOLDER NH Department of Transportation Bureau of Rail & Transit PO Box 483 Concord, NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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POST BOX 483
CONCORD, NH 03302-2548

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY, AND NO EXTENSION OF COVERAGE AFFORDED BY THE POLICY BELOW. THE CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

Certificate # 88

Post Office Box 2848

CONCORD, NH 03302-2548

It is the intent of this certificate, issued by the Company, under the policy(ies) listed below. The provisions herein shall be subject to the terms, coverages, conditions and exclusions set forth in the policy(ies) and any amendments, endorsements or other documents which may be attached thereto.

COVERED BY UNDERLAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY		POLICY NUMBER	PART OF VEHICLE
<input type="checkbox"/> Contract <input type="checkbox"/> Expanded <input type="checkbox"/> Policy Term	WORKER COMPENSATION (10-12220-9107021) PERSONAL AUTO (2020)		
<input type="checkbox"/> Other <input type="checkbox"/> Other			BODY ONLY BY DAMAGE EACH PERSON \$1,000,000

The certificate expiration date, the policy number or policy name, the amount of coverage, the policy limit, the policy type and the policy form shall be printed on the certificate.

NOTICE OF CANCELLATION: (See applicable times & number of days in attached policy.) Before the stated expiration date, the Company will not cancel or refuse to renew the insurance contract under the above policies until at least 30 days. Notice of such cancellation has been mailed to you.

(N) MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of New Hampshire, Department of
Transportation
Bureau of Bill & Transit
P.O. Box 483
CONCORD, NH 03302-0483

Handwritten signature
Authorized Representative

Company: NH
Policy Number: 803-224-7397
Date Issued: 12/18/2019



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #107
Tabled 6-19-19
Approved 7-10-19



William Cass, P.E.
Assistant Commissioner

Bureau of Rail and Transit
June 5, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 228:57 authorize the Department of Transportation to enter into a **RETROACTIVE** lease of a 65,100 square foot parcel of State-owned land located on the Northern Railroad Corridor in the City of Lebanon to Rymes Heating Oils, Inc. for \$21,538.00, retroactive to June 1, 2019 and effective upon Governor and Executive Council and ending April 30, 2020.

Rental income will be credited as follows:

FY 2019

04-096-096-964010-2991	
Special Railroad Account	
009-403532 Railroad Property Sale or Lease	\$21,538.00

EXPLANATION

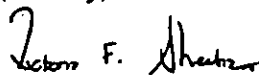
This request to enter into a lease agreement with Rymes is retroactive because the parties were unable to vet all railroad related issues, finalize lease terms and insurance requirements, and collect signatures in time to submit the lease for consideration by Governor and Council prior to June 1, 2019.

RSA 228:57 allows the Department to sell or lease portions of railroad property for the continued operation of a railroad. Pursuant to RSA 228:57, the Department of Transportation seeks to lease a 65,100 square foot parcel of the State-owned railroad corridor to Rymes Heating Oils, Inc. (Rymes). Rymes is currently utilizing the parcel in conjunction with active railroad operations by the New England Central Railroad (NECR), the entity with railroad operating rights to the subject property. The proposed lease will not interfere with NECR's active railroad operations because the parcel to be leased is adjacent to the railroad track that Rymes presently uses for unloading fuel products and related commodities pursuant to a Side Track Agreement between Rymes and NECR. In furtherance of current railroad operations, Rymes proposes to construct and maintain railroad fuel transload facilities.

Rymes has been utilizing the parcel pursuant to a temporary use agreement between Rymes and the Department, which expired on May 31, 2019. The Department proposes to lease the parcel to Rymes for an interim period while the operating agreement between the State and the railroad (NECR) is renegotiated and a more appropriate sublease is prepared between the railroad (NECR) and Rymes. The term of the lease shall terminate on April 30, 2020, or within thirty (30) days of the effective date of a new operating agreement between the State and NECR. The use of this parcel will enhance the railroad corridor's current use and a provision is included in the proposed lease relative to the removal or modification of the facility if necessary for improvements to railroad service.

Your approval of this resolution is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan
Commissioner

Attachments

LEASE AGREEMENT

THIS LEASE, made and entered into this 4th day of June, 2019, between the State of New Hampshire, Department of Transportation, hereinafter called the "LANDLORD", and Rymes Heating Oils, Inc., 257 Sheep Davis Road, Concord, NH 03301, hereinafter called the "TENANT".

WHEREAS, the LANDLORD is the owner of the hereinafter described property, which is not immediately required by the LANDLORD and has been requested by the TENANT to lease the property to the TENANT on an "as is" basis.

WHEREAS, the LANDLORD is willing to comply with said request, provided that the TENANT, as a condition to the occupancy of said premises, joins in the execution of this LEASE for the purpose of accepting each and every condition herein set forth during the occupancy of said premises by the TENANT.

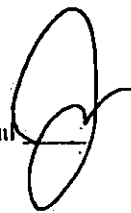
NOW, THEREFORE, THIS LEASE WITNESSETH THAT:

1. DEMISE OF THE PREMISES

1.01 For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the TENANT of each and every term and condition herein set forth, the LANDLORD hereby leases and demises to the TENANT the premises located in the City of Lebanon on the State-owned Northern railroad corridor and nearly opposite Engineering Station 3645+00+/- to 3650+00, as shown on the attached Railroad Valuation Section 32.1 Sheet 70 (EXHIBIT A).

2. TERM AND EFFECTIVE DATE.

- 2.01 The term of this lease shall begin on the 1st day of June, 2019 ("Lease Term").
- 2.02 This lease shall terminate on April 30, 2020, or within thirty (30) days of the effective date of a new operating agreement between the State of New Hampshire and New England Central Railroad, Inc. (hereinafter "Railroad Operator") for the Northern Railroad, unless terminated sooner in accordance with Condition 17.01 or 17.02.
- 2.03 The Effective Date of this Agreement shall be the date Governor and Council of the State of New Hampshire approve this LEASE ("Effective Date").
- 2.04 In the event that this LEASE does not become effective, the LANDLORD shall have no liability to the TENANT, including without limitation, any obligation to reimburse the TENANT for any costs incurred by the TENANT relating to its use of the premises. If the TENANT performs any alterations or improvements, or incurs any expenses associated with this LEASE prior to the Effective Date, the TENANT is doing so at the sole risk of the TENANT.

Initial 

3. SECURITY DEPOSIT AND RENT

3.01 Intentionally Omitted.

3.02 All real or personal property taxes assessed by the City of Lebanon as a result of this LEASE are not included in the rent and will be paid by the TENANT. In accordance with RSA 72:23, I(b), "failure of the lessee to pay any duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the lessor."

3.03 Rent for the Lease Term shall be twenty-one thousand five hundred thirty-eight dollars (\$21,538), payable in advance, and due upon June 1, 2019. This payment shall be made payable to "TREASURER, STATE OF NH" and mailed to:

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF FINANCE & CONTRACTS
J. O. MORTON BUILDING
PO BOX 483
CONCORD NH 03302-0483

If the total rental amount is not paid within ten (10) days after the due date, the TENANT agrees to pay a late charge of 5% of the total rental amount due.

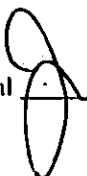
If this LEASE is terminated before April 30, 2020, the LANDLORD will reimburse the TENANT for the pro rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANT no longer occupy the premises.

4. QUIET ENJOYMENT

4.01 The LANDLORD covenants and agrees that so long as the TENANT is not in default of any of the covenants and agreements of this LEASE, the TENANT's quiet and peaceful enjoyment of the premises shall not be disturbed or interfered with by the LANDLORD or any person claiming by or through the LANDLORD.

5. USE OF PREMISES

5.01 The premises shall be used and occupied by the TENANT exclusively as trans-load and short-term storage of fuel products transported by rail, and neither the premises nor any part thereof shall be used at any time during the term of this LEASE by the TENANT for the purpose of carrying on any other business, profession or trade of any kind. The TENANT shall comply with all laws, ordinances, rules and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises during the term of this LEASE. The TENANT shall not use the premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

Initial 

- 5.02 The TENANT's use of the premises shall be as shown on EXHIBIT B and shall include the following equipment and site improvements: chain link fencing around its work area with lockable gates; two (2) storage tanks (currently unconnected and unused); a field office; site lighting.
- 5.03 The TENANT agrees that the purpose of this LEASE is to allow for the transportation and transloading of fuel products and is in furtherance of continued rail operations on the Northern Railroad. The TENANT's use of the premises shall not interfere with active railroad operations or the Railroad Operator's use of the railroad property.
- 5.04 No TENANT or visitor or invitee of the TENANT may park any motorized vehicle on any area, which is not designated specifically for parking. No unregistered motorized vehicles shall be stored upon the premises.

6. MAINTENANCE OF PREMISES

- 6.01 The TENANT acknowledges that the premises are in good order and repair at the beginning of the LEASE term, unless otherwise indicated by attached written statement. The TENANT shall at their own expense maintain the premises, including the structures and equipment located thereon, in a clean and sanitary manner. The TENANT shall not allow brush, leaves, grass or other plant matter, ice, snow, dirt or any other material to be placed on the premises.
- 6.02 The TENANT shall be responsible for any damage caused during this tenancy. The TENANT shall return the premises to the LANDLORD in as good order and condition as when received, ordinary wear and tear excepted. The TENANT agrees to be responsible for all single job repair costs. The LANDLORD reserves the right to select the persons or company to perform any such repairs. This provision shall survive the termination or expiration of this LEASE.

7. DAMAGE TO PREMISES

- 7.01 If the premises are damaged so as to render them untenable, then either party shall have the right to terminate this LEASE as of the date on which the damage occurs, through written notice to the other party, to be delivered within ten (10) days after the occurrence of such damage. However, should the damage or destruction occur as a result of any act or omission on the part of the TENANT or its invitees, then only the LANDLORD shall have the right to terminate this LEASE. Should the right to terminate be exercised, the rent for the current year shall be prorated between the parties as of the date the damage occurred.

8. ALTERATIONS AND IMPROVEMENTS

- 8.01 Except as otherwise provided for in this LEASE and the "Prosecution of Work" attached hereto as EXHIBIT C and incorporated by reference into this LEASE, the TENANT shall make no alterations to the premises or construct any building or make other improvements

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Handwritten initials in black ink, appearing to be 'JL' or similar, written over a circular stamp or mark.

on the premises without the prior written consent of the LANDLORD. All alterations, changes, and improvements built, constructed, or placed on the premises by the TENANT, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between the LANDLORD and the TENANT, be the property of the LANDLORD and remain on the demised premises at the expiration or sooner termination of this LEASE.

9. ENTRY AND INSPECTION

9.01 The LANDLORD retains the right to enter the premises in the case of an emergency, or to inspect it or make necessary repairs, alterations, improvements, or to supply necessary or agreed services, or to exhibit the premises to prospective purchasers or tenants, workmen, contractors, or others, or when the TENANT has abandoned or surrendered the premises, or whenever necessary to determine the condition of the premises. Whenever practical the LANDLORD shall provide the TENANT with 24 hours notice prior to entry. Any indication of LEASE violations shall be grounds for immediate eviction action.

10. ASSIGNMENT AND SUBLETTING

10.01 Without the prior written consent of the LANDLORD, the TENANT shall not assign this LEASE, or sublet or grant any concession or license to use the premises or any part thereof. The LANDLORD may consult with the Railroad Operator prior to consenting to an assignment, subletting, concession, or license of this LEASE. A consent by the LANDLORD to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession or license. An assignment, subletting, concession, or license, by voluntary act of the Tenant, operation of law or otherwise, without the prior written consent of the LANDLORD or an assignment or subletting or operation of law, shall be void and shall, at the LANDLORD's option, terminate this LEASE.

11. UTILITIES

11.01 The TENANT shall be responsible for arranging for and paying for all utility services required on the premises.

12. Intentionally Omitted.

13. INDEMNIFICATION AND INSURANCE

13.01 The TENANT acknowledges that this LEASE is being requested for the TENANT's advantage and does not involve the Railroad Operator or LANDLORD's performance of their duties to the public. The TENANT further acknowledges that use of the premises by the TENANT will expose the LANDLORD and the Railroad Operator to additional liability to which they would not otherwise be exposed. Accordingly, the TENANT agrees that neither the LANDLORD nor the Railroad Operator shall be liable for injury or death

Initial 

of the TENANT or agent of TENANT, regardless of status as guest, invitee or trespasser, or for loss or destruction of or damage to any property of the TENANT or any agent of the TENANT while upon, or about, or in the use of the premises. The TENANT and its employees, contractors and agents agree to defend, indemnify, and hold harmless the LANDLORD, its officers, agents and employees, from and against any and all losses suffered by the LANDLORD, its successors and assigns, officers, agents, employees and operating railroad, from any and all claims, liabilities or penalties asserted against the LANDLORD, its successors and assigns, officers, agents and employees, by or on behalf of any person on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the TENANT or from the use, maintenance, installation, removal or existence of this facility, regardless of any negligence on the part of the LANDLORD, the Railroad Operator or their agents or employees. Without limiting the foregoing, it is agreed that this covenant of indemnification shall apply to all cases of loss, damage, injury, death, cost or expense for which any party to this agreement may or shall be liable. For the purpose of this agreement, all persons using the premises shall be deemed agents of the TENANT. This covenant shall survive the termination of this LEASE.

13.02 The TENANT shall maintain Worker's Compensation Insurance or Pooled Risk Management Coverage in the amount as required by current State Statute.

13.03 The TENANT shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance, designating "the State of New Hampshire" and the "New England Central Railroad, Inc." as additional named insureds:

13.03.1 Commercial General Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

13.03.2 Comprehensive Automobile Liability:
\$500,000.00 combined single limit

13.03.3 Railroad Protective Public and Property Damage Liability:
\$1,000,000.00 each occurrence/\$2,000,000.00 in the aggregate

13.04 Procurement and delivery of a certificate indicating such insurance acceptable to the State is a condition precedent to the effectiveness of this LEASE. Nothing contained herein shall be construed as a waiver of sovereign immunity.

13.05 No provision of this LEASE is intended to waive any aspect of the State's sovereign immunity, and any possible counterclaims or defenses it may assert relative to any claim brought related to this LEASE or the premises.

14. **HOLDOVER BY TENANT**

14.01 No holdover by the TENANT will be permitted.

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15. DEFAULT

15.01 The LANDLORD shall be the sole judge of what shall constitute a violation of the provisions of the LEASE, or the failure of the TENANT to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any of the work related to such default by giving the TENANT ten (10) days notice in writing. Failure of the TENANT to comply with the notice shall automatically give the LANDLORD the right to terminate this LEASE evict the TENANT and take full and complete possession of the premises.

16. TERMINATION OF LEASE FOR CAUSE

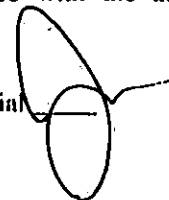
16.01 In the event that the TENANT shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice, thereof, or if the TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) days of written notice by the LANDLORD to the TENANT specifying such default and requiring it to be remedied then, and in such an event, the LANDLORD may serve a written notice of termination of this LEASE upon the TENANT and this LEASE and the term hereunder shall terminate and upon such termination the LANDLORD may immediately or at any time thereafter, without demand or notice enter into or upon the premises and repossess the same.

16.02 If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this LEASE, the LANDLORD shall be entitled to include in such suit for eviction or damages, a claim for attorney's fees and court costs incident thereto, which fees the TENANT hereby covenants and agrees to pay.

17. TERMINATION FOR CONVENIENCE

17.01 The LANDLORD may terminate the LEASE at any time by giving thirty (30) days notice thereof in writing, and may take full and complete possession of the premises hereby leased, at the end of said thirty (30) day period with no further liability of any nature whatsoever to the TENANT for so doing. Should the LANDLORD terminate this LEASE by giving the thirty (30) days notice during any period for which a full year's rent has already been paid, the LANDLORD will reimburse the TENANT for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the TENANT no longer occupy the premises.

17.02 The TENANT may terminate this LEASE Agreement at any time by giving at least thirty (30) days notice in writing, specifying in said notice the day (and the time of day) on which possession of the premises will be surrendered. The TENANT shall not vacate or leave the premises unattended on the day of surrender until the LANDLORD's representative shall have sufficient time to check the premises prior to taking formal possession thereof. In the event that the TENANT shall terminate this LEASE in accordance with the above

A handwritten signature or set of initials, possibly 'J. S.', written in black ink. The signature is stylized and loops around the word 'Initial' which is printed to its left.

provisions, payment of rent shall cease at the end of the said thirty (30) day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

18. SURRENDER OF THE PREMISES

18.01 In the event that the term or any extension thereof shall have expired or terminated, the TENANT shall peacefully quit and surrender to the LANDLORD the premises together with all improvements, alterations, or additions made by the TENANT, which cannot be removed without damaging the premises. The TENANT shall remove all personal property and shall repair any damage caused by such removal. The TENANT's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this LEASE.

19. INDEMNIFICATION AND RELEASE FROM LIABILITY

19.01 The TENANT further releases the LANDLORD, its agents and employees, from any and all claims or demands for damages or injuries of any nature whatsoever attributable to the taking, use and occupancy of any portion of the premises caused by the construction and maintenance by the State of New Hampshire of any transportation project or proposed project which abuts (or will abut) or may effect in any way the property herein leased.

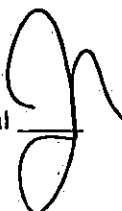
20. DISCRIMINATION PROHIBITED

20.01 The TENANT hereby covenants and agrees that no person on the ground of race, color, national origin or sex, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the premises, and that in the construction of any improvements on, over or under such premises and the furnishing of services thereon, no person on the ground of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and that the TENANT shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

21. MISCELLANEOUS

21.01 LANDLORD's Agents. All rights and obligations of the LANDLORD under this LEASE may be performed or exercised by such agents as the LANDLORD may select.

21.02 Notice. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office.

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To NHDOT/Landlord:

NH Department of Transportation
Bureau of Rail & Transit
PO Box 483
Concord, NH 03302-0483

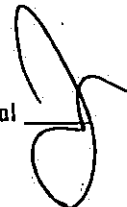
Attention: Louis A. Barker
Railroad Planner

To the Tenant:

Rymes Heating Oils, Inc.
257 Sheep Davis Road
Concord, NH 03301

Attention: Mr. Brian G. Woodward
Chief Financial Officer

- 21.03 Extent of Instrument, Choice of Laws, Amendment, etc. This LEASE, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the Laws of the State of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns. This LEASE may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 21.04 No Waiver of Breach. No assent, by 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.
- 21.05 Unenforceable Terms. If any terms of this LEASE or any application thereof shall be invalid or unenforceable, the remainder of this LEASE and any application of such term shall not be affected thereby.
- 21.06 Entire LEASE. This LEASE embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 21.07 No Waiver of Sovereign Immunity. No provision in this LEASE is intended to be nor shall it be interpreted by either party to be a waiver of the State's sovereign immunity.

A handwritten signature or set of initials, possibly 'B.G.W.', written in black ink. The signature is stylized and appears to be written over a horizontal line.

IN WITNESS WHEREOF, the parties hereto have set their hands the date first-written above.

TENANT:

By: [Signature]
Print Name and Title

Date: June 4, 2019

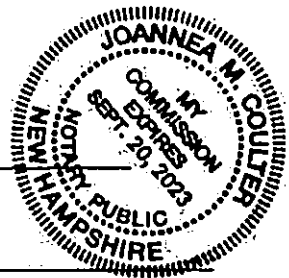
STATE OF NH
COUNTY OF Merrimack

On, June 4th, 2019, before the undersigned officer personally appeared John Rymas known to me (or satisfactorily proven) to be the VP of the corporation identified in the foregoing document, and acknowledged that he executed the foregoing document.

In witness whereof I hereunto set my hand and official seal.

6/4/19
Date

[Signature]
Notary Public



LANDLORD:
STATE OF NEW HAMPSHIRE
Department of Transportation

By: [Signature]
Commissioner

Approved by Attorney General this 7 day of June, 2019, as to form and execution.

By: [Signature]
Assistant Attorney General

Approved by Governor and Council on JUL 10 2019, 2019, Item #

ATTEST: [Signature]
DEPUTY SECRETARY OF STATE

Initial [Signature]

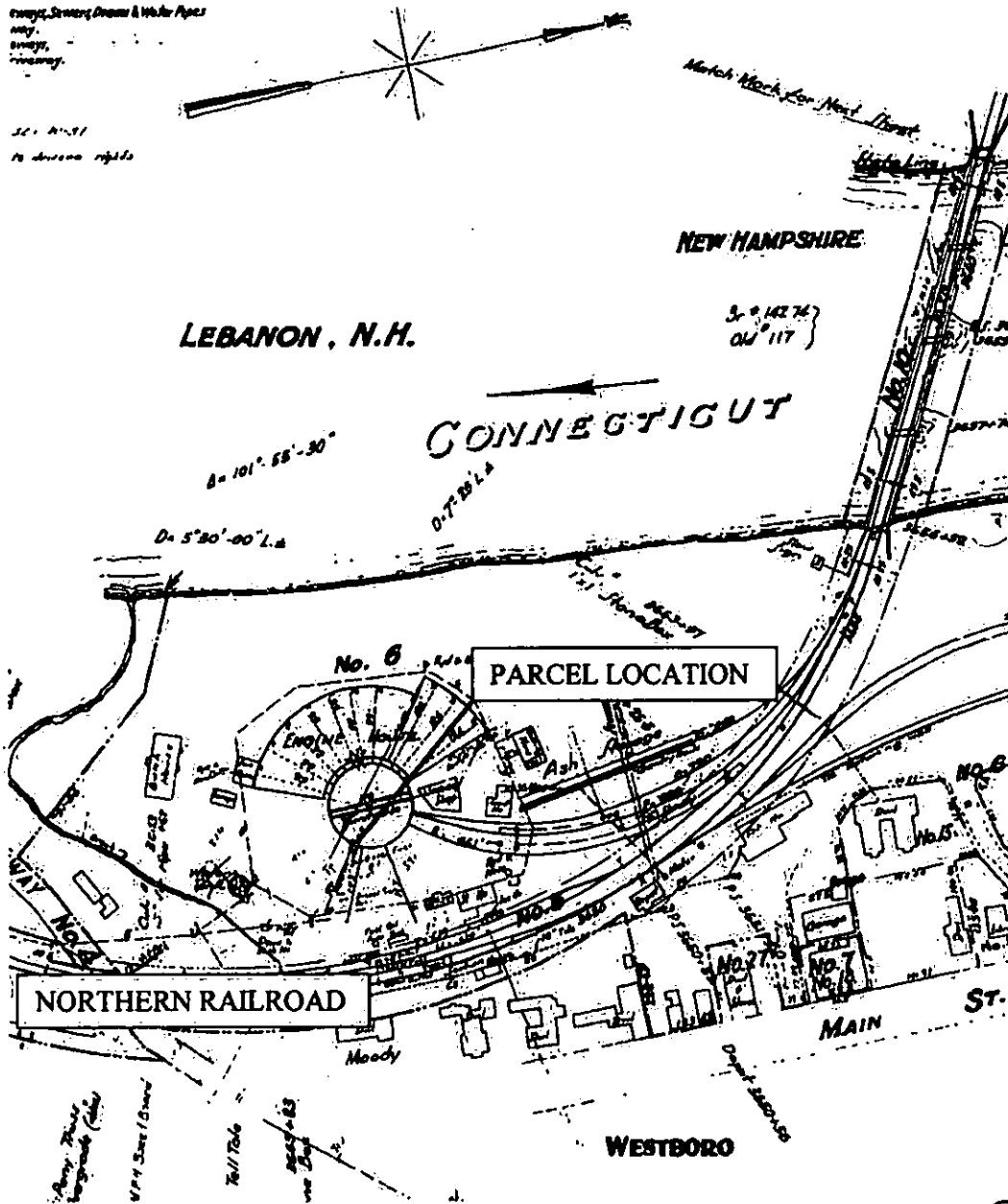
EXHIBIT A

**NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
BUREAU OF RAIL & TRANSIT**

**LEASED TO RYMES HEATING OILS, INC.
Valuation Section 32.1 Sheet 70
Engineering Station 3645+00+/- to 3650+00
LEASED AREA 65,100 +/- SQ. FT.**

Compare, Station, Distance & Whole Acres
only.
Boundary,
vicinity.

S.C. 11/1/11
R. A. Johnson, Register



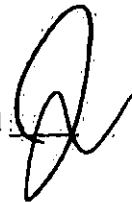
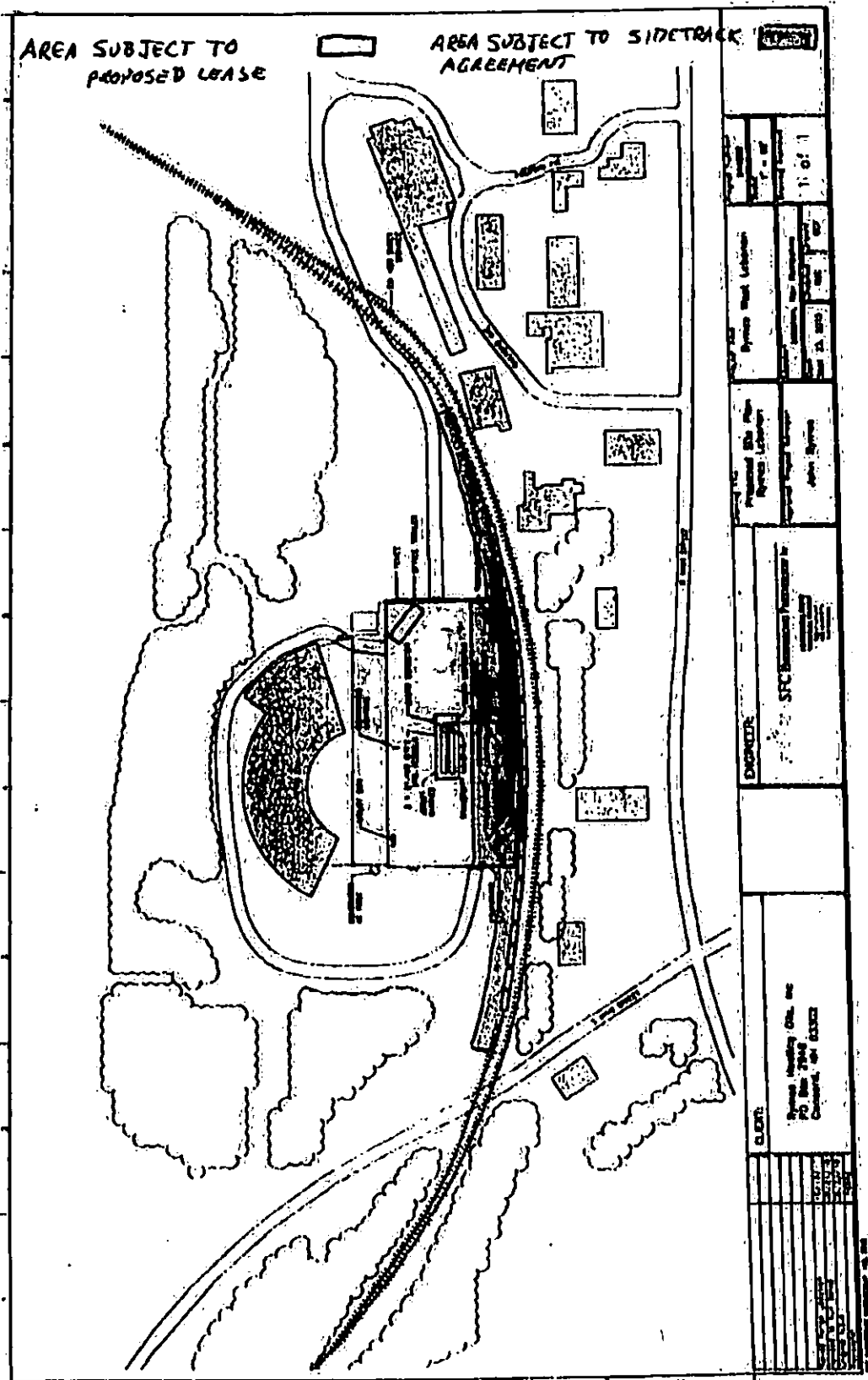
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EXHIBIT B



1 of 1	
SFC	
DATE:	BY:
Prepared by: Checked by: Drawn by: Title:	

PROSECUTION OF WORK ON NH DOT RAILROAD PROPERTY

DESCRIPTION OF WORK

This Prosecution of Work covers the use of a portion of the State-owned Northern Railroad Line Westboro Railroad Yard in West Lebanon, New Hampshire by Rymes Heating Oils ("TENANT") for the storage and staging of materials and equipment related to the transloading of Propane from railroad cars to delivery trucks. The TENANT will access the work site from Railroad Avenue on the east side of the railroad corridor. The TENANT is only authorized to cross the railroad corridor at existing crossings and not come any closer to the railroad tracks than 15 ft. at any other location.

A job office trailer, trucks, equipment, containers and tanks for the transloading, storage and transport of propane shall be located on the existing paved area easterly of the old engine house. This Prosecution of Work and the accompanying LEASE cover the portion of the NH DOT owned railroad property used by the TENANT that is outside the portion covered in the side track agreement between the TENANT and New England Central Railroad.

RAILROAD OWNER & OPERATOR

The Railroad Corridor Owner and Operator in the subject area are:

State of New Hampshire Department of Transportation (Railroad Corridor Owner)
Bureau of Rail & Transit
PO Box 483
Concord, New Hampshire 03302
Tel. (603) 271-2468

New England Central Railroad (Railroad Operator)
Mr. Jeffrey Castle, General Manager
1 Depot Street
Palmer, MA 01690
Tel. (716) 827-2718

RAILROAD COORDINATION

The portion of the NH DOT railroad property covered and described in the LEASE and shown in Exhibit A is located adjacent to an active railroad line that has both scheduled and unscheduled train traffic daily. The TENANT shall not impede train traffic or railroad activities in any way by the use of NH DOT railroad property. The TENANT shall check **DAILY** with the Railroad Operator to coordinate the TENANT's work with anticipated train movements for that day. The State and the Railroad Operator shall not be held liable for any delays in the TENANT's movements or work caused by the Railroad Operator blocking the crossings while moving and switching rail cars.

EXHIBIT C

RIGHT-OF-WAY AND PROTECTION OF PROPERTY

The TENANT shall not modify, excavate, bury materials or alter the NH DOT railroad property in any way without first obtaining written approval and permission of the NH DOT Bureau of Rail & Transit.

The TENANT shall not block or restrict access to the historical railroad structures, land leased or owned by the City of Lebanon or the City of Lebanon sewer facility in its use of NH DOT railroad property.

CONSTRUCTION REQUIREMENTS

The TENANT shall comply with the following requirements to enter onto utilize the NH DOT Railroad property to perform their work:

1. The TENANT shall contact Dig Safe (1-888-344-7233) prior to starting any preparatory site work on the project. The TENANT is responsible for locating all underground utilities and preventing damage to them during their operations. The TENANT shall notify the NH DOT Bureau of Rail & Transit in advance of requesting a Dig Safe permit.
2. The TENANT shall submit a plan to the NH DOT Bureau of Rail & Transit showing any proposed facility changes and shall obtain the approval and permission from the Bureau of Rail & Transit prior to making any modifications to the storage area or operations.
3. The TENANT shall apply for and obtain all City of Lebanon Permits prior to making any changes to their operations or to their proposed modifications to the site.
4. No additional work or modifications to the site or transload operations on this site shall be made without the prior approval of the NH DOT Bureau of Rail & Transit. This includes making any hookups or modifications to the existing unused unconnected propane storage tanks sitting on the site.
5. The TENANT shall erect any required fencing and other protection measures necessary around the subject property and operations.
6. **Crossing Protocols** – The TENANT's, subcontractor's and supplier's vehicles and equipment shall come to a FULL STOP a safe distance from the tracks at all crossings. The vehicle operator shall look both ways to ensure a train is not coming before proceeding across the tracks.
7. The TENANT shall be responsible for all costs to repair damage to the railroad property caused by their work.
8. Upon termination of the LEASE, unless a subsequent lease is successfully entered into between the TENANT and the State or the Railroad Operator, the TENANT shall regrade the site, remove all of its equipment and materials and return all disturbed areas of the railroad property to their original condition. In addition the TENANT shall be responsible for 50% of the cost to repave the entire asphalt paved area when all of their operations are complete. Repaving must be completed within eight (8) months of the TENANT vacating the property. If not completed within 8 months the TENANT will not be responsible for 50% or any portion of the cost. The

EXHIBIT C

TENANT will pay its portion directly to the paving contractor and the contractor should bill the TENANT directly for 50% of the cost. The TENANT's portion of the cost will not exceed \$10,000. (Note: This section shall be included in any prevailing lease.)

9. Upon termination and without a prevailing lease, the TENANT shall notify the NH DOT Bureau of Rail & Transit when all work on the railroad property has been completed, including all clean up, so the Bureau can send a representative to inspect the work area. The TENANT will be required to complete all cleanup work that is found to be unsatisfactory by the Bureau. If the TENANT does not complete the required work, including fence reconstructions and paying its apportioned cost for repavement, then the Bureau will hire other contractors to perform the work and bill the costs to the TENANT.

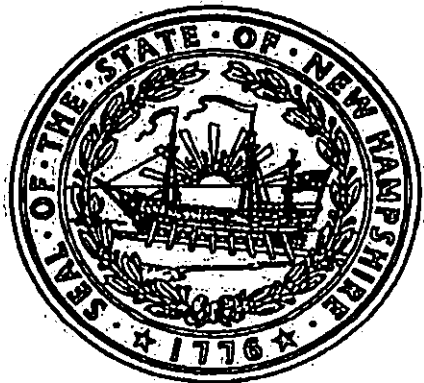
**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RYMES HEATING OILS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 07, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 14827

Certificate Number: 0004523091



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of June A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

RYMES HEATING OILS, INC.

**Unanimous Consent of Directors to Action
in Lieu of Special Meeting**

The undersigned, being all of the directors of Rymes Heating Oils, Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A) (the "Company"), do hereby waive any and all notice requirements of the Company's Bylaws and consent pursuant to New Hampshire RSA 293-A:8.21, that the following actions be taken in lieu of a special meeting with such actions to be effective as of June 4, 2019:

RESOLVED: That the Company be authorized to become a party to, and perform its duties and exercise its rights under (i) the Lease Agreement (the "Lease") by and among the Company and the New Hampshire Department of Transportation, Bureau of Rail and Transit, in substantially the form attached hereto as Exhibit A and (ii) each of the other documents and agreements that are contemplated by the Lease or are otherwise necessary or useful in connection therewith, which documents and agreements shall be in a form acceptable to the Officers of the Company (together with the Lease, the "Transaction Documents");

RESOLVED: That the Officers of the Company be, and they hereby are, and each of them acting singly hereby is, authorized, for and on behalf of the Company, to negotiate, execute and deliver the Transaction Documents for and on behalf of the Company and in its name, the execution of such Transaction Documents by such Officer to be conclusive evidence of the authorization of his or her approval of any change and of the authorization of his or her execution and delivery of such Transaction Documents;

RESOLVED: That the Officers of the Company be, and they hereby are, and each of them acting singly hereby is, authorized, for and on behalf of the Company and in its name, to execute, acknowledge, seal and deliver all such instruments, agreements and other documents, and to do all such acts and things, as they or any of them shall deem necessary, desirable or appropriate in order to consummate and perform the transactions described in and contemplated by the Transaction Documents, or to otherwise carry out the intent and purpose of any of the foregoing Resolutions; and

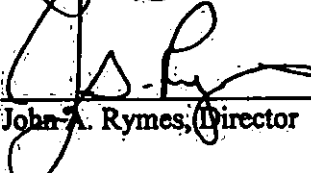
RESOLVED: That all actions heretofore taken by any Officer of the Company which would have been authorized if taken after adoption of the foregoing Resolutions be, and they hereby are, and each of them hereby is, approved, adopted, ratified and confirmed.

This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.

IN WITNESS WHEREOF, the undersigned have executed this written Consent as of the date first written above.



James E. Rymes, Director



John A. Rymes, Director



Carol M. Rymes, Director

Client#: 1023993

RYMESHEA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/04/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, LLC
75 John Roberts Road, Building C
South Portland, ME 04106
855 874-0123
INSURER A: Citizens Insurance Company of America
INSURER B: Hanover Insurance Company
INSURER C: Certain Underwriters at Lloyd's
INSURER D: Alliance Financial Benefit Ins. Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: POLICY EFF. DATE, POLICY EXP. DATE, POLICY NUMBER, TYPE OF INSURANCE, LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470

General Liability policy includes Contractual Liability Railroads Endorsement #CG2417 10 01.

General Liability and Auto policies provide blanket additional insured status to New England Central (See Attached Descriptions)

CERTIFICATE HOLDER: State of New Hampshire, NH Department of Transportation, PO Box 483, Concord, NH 03302-0483
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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DESCRIPTIONS (Continued from Page 1)

Railroad, Inc. and the State of New Hampshire as required by written contract.

Client#: 1023993

RYMESHEA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed...

PRODUCER: USI Insurance Services, LLC; CONTACT: 855 874-0123; INSURER A: Hannover Insurance Company; NAIC #: 22292

INSURED: State of New Hampshire, NH Department of Transportation, New England Central Railroad, PO Box 483, Concord, NH 03302-0483

COVERAGES, CERTIFICATE NUMBER, REVISION NUMBER. THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE...

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Railroad Protective Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: New England Central Railroad, 2 Federal Street, St. Albans, VT 05470

CERTIFICATE HOLDER: NH Department of Transportation; CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...



P.O. Box 3598
 Concord, NH 03302-3898
 (603) 224-7337

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This is to certify that: **Rymes Heating Oils, Inc** Certificate #: 69
 Post Office Box 2948
 Concord, NH 03302-2948

is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: **NH**

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*				
	Extended				
	Policy Term				
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input type="checkbox"/> If yes, describe under Description of Operations below	01/01/2019-01/01/2020		P000854NH-SMTA2019	Bodily Injury By Accident	\$1,000,000
				Bodily Injury by Disease Policy Limit	\$1,000,000
				Bodily Injury by Disease Each Person	\$1,000,000
Description of Operations:					
ADDITIONAL COMMENTS:					

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

State of New Hampshire Department of Transportation
 PO Box 483
 Concord, NH 033020483

Authorized Representative

Concord, NH	603-224-7337	06/04/2019
Office	Phone Number	Date Issued

POLICY NUMBER: ZBP D077884 02

COMMERCIAL GENERAL LIABILITY
CG 24 17 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
New England Central Railroad Inc, 2 FEDERAL ST, ST. ALBANS, VT 05470	36 Railroad Ave, West Lebanon, NH 03784

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

