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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

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

Bureau of Right-of-Way
January 29, 2020

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the Department of Transportation to lease a 13,438 square foot parcel of State owned land located at the southeast quadrant of the Interstate 93, Exit 12 Interchange in the City of Concord to Capital Hotel Company VI, LLC. The term of the lease will be for a 5-year period commencing March 1, 2020 through February 28, 2025 at \$11,250.00 per year, with a renewal clause for an additional 5 years at the then-current market value. In addition, the Department will assess a \$1,100.00 Administrative Fee, effective upon Governor and Executive Council approval.

Lease income will be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2020</u>			
Administrative Fee	\$1,100.00			
04-096-096-960017-0000-UUU-406922	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Rental Income-Turnpikes	\$3,750.00	\$11,250.00	\$11,250.00	\$11,250.00
	<u>FY 2024</u>	<u>FY 2025</u>		
	\$11,250.00	\$7,500.00		

EXPLANATION

The Department has received a request from Capital Hotel Company VI, LLC concerning the opportunity to lease a parcel of State-owned land consisting of 13,438 square feet of Interstate 93 Limited Access Right of Way located at the southeast quadrant of the Interstate 93, Exit 12 Interchange in the City of Concord. Capital Hotel Company VI, LLC are interested in leasing this area to incorporate into their adjoining parking lot to use as parking in conjunction with the construction of a Tru-Hilton Hotel and T-Bones Restaurant on the abutting lot.

This lease area is in addition and adjacent to a 9,782 square foot portion of the Interstate 93, Exit 12 Interchange that Capital Hotel Company VI, LLC has received approved from Governor and Executive Council on March 27, 2019 (Item 19A) to lease from the Department for the same purpose.

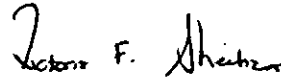
On November 6, 2019, the Long Range Capital Planning and Utilization Committee approved the Department's request to lease this parcel with South Main Street, LLC and enter into a 5-year agreement at \$11,250.00 per year, with a renewal clause for an additional 5 years at the then established fair market value. The lease will include a cancellation clause if the parcel is needed in the future. In addition, the Department will assess an Administrative Fee of \$1,100.00. The lease value of \$11,250.00 per year was determined by an appraisal done by a staff appraiser.

The parcel was acquired by the Department in 1956 as a portion of the Interstate 93 Limited Access Right-of-Way. There will be no access to either Interstate 93 or NH Route 3A from this parcel. Access will be from the abutting parcel only. In accordance with RSA 4:39-c, the City of Concord has been offered to lease this property at the same value, and is not interested in leasing the parcel. Also in accordance with 4:39-c, approval to lease the property is no longer needed from the Council of Resources and Development as the parcel was purchased with Turnpike funds.

The leasing of this area has been reviewed by the Department and it has been determined that this parcel is surplus to our operational needs.

Authorization is requested to lease this property as outlined above.

Respectfully,



Victoria F. Sheehan
Commissioner

Attachments

VFS/SGL/pfc

Land Lease
Concord, NH

- COMMERCIAL LEASE -

between

STATE OF NEW HAMPSHIRE
"LANDLORD"

AND

Capital Hotel Company VI, LLC
"LESSEE"

for property located at
Interstate 93-Exit 12, Concord

March 1, 2020 – February 28, 2025

Supplemental document checklist

<u>J</u>	Certificate of Insurance w/ additional insured clause
<u>J</u>	Signatory Authorization / Certificate of Authority
<u>J</u>	Certificate of good standing
_____	Renewal
_____	Amendment(s)
<u>PSM</u>	Property Management Initials
<u>PSM</u>	DOT Initials

COMMERCIAL LEASE

THIS LEASE AGREEMENT, made between The State of New Hampshire, Department of Transportation, hereinafter called the "Landlord," and Capital Hotel Company VI, LLC, hereinafter called the "Lessee."

WHEREAS, the Landlord is the owner of the hereinafter described property, which is not immediately required by the Landlord in connection with construction of a proposed highway project which abuts or may affect the property, and has been requested by the Lessee to lease the property, on an "as is" basis.

WHEREAS, the Landlord is willing to comply with said request, provided that the Lessee, as a condition to the occupancy of said Premises, joins in the execution of this Lease Agreement for the purpose of accepting each and every condition herein set forth during the occupancy of said Premises by the Lessee.

1. DEMISE OF THE PREMISES

- 1.1. For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the Lessee of each and every term and condition herein set forth, the Landlord hereby leases and demises to the Lessee the Premises located at:

Interstate 93-Exit 12, Concord as depicted on Attachment A incorporated herein

2. TERM

- 2.1. The term of this Lease shall begin on March 1, 2020 and shall end on February 28, 2025, unless terminated sooner in accordance with the provisions of this Lease.

3. RENT

- 3.1. Rent shall be \$11,250.00 per year plus an one time Administrative Fee of \$1,100.00 with the option for an additional five years at the established fair market value, subject to the conditions specified in this request. Rent is due upon or before the first day of March each year, payable to the "TREASURER, STATE OF NH" and mailed to: **New Hampshire Department of Transportation, Bureau of Finance and Contracts, P.O. Box 483, Concord, NH 03302.**

- 3.2. Per RSA 72:23, I(b)(1), the Lessee is solely responsible for any and all current and potential properly assessed real and personal property taxes no later than the due date as established by the taxing authority, including any real or personal property taxes on improvements added by the Lessee.

Per RSA 72:23, I(b)(4), "Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor."

- 3.3. The Lessee is required to forward to the Lessor any information or communications from the taxing authority within 5 days of the Lessee's receipt of such information or communications.

3.4. The Lessee shall pay as additional rent any and all costs not otherwise included herein that may result from the operation of a **restaurant and hotel parking lot**.

3.5. The Lessee shall notify the Landlord within six (6) months of the ending date of February 28, 2025 that the Lessee wishes to renegotiate for a new Lease for an additional five (5) year period beginning March 1, 2025. The Landlord shall prepare an appraisal to determine the market annual rent for the premises.

4. QUIET ENJOYMENT

4.1. Landlord covenants and agrees that so long as the Lessee is not in default of any of the covenants and agreements of this Lease, the Lessee'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

5.1. The Lessee shall use the leased premises only for the business purpose of a **restaurant and hotel parking lot**. Neither the Premises nor any part thereof shall be used at any time during the term of this Lease by the Lessee for the purpose of habitation or carrying on any other business, profession or trade of any kind.

5.2. Prohibitions:

5.2.1. No Lessee, visitor, customer, client, supplier, family member or other invitee of Lessee may park any motorized vehicle on the lawn area or any other area, which is not designated specifically for parking.

5.2.2. The Lessee shall not use the Premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.

5.2.3. No open fires of any kind are allowed on the premises in any manner. No fire permits will be issued to tenants.

5.2.4. No pools, hot tubs, or trampolines of any kind are allowed on the premises.

5.2.5. No unregistered motorized vehicles shall be stored upon the Premises.

5.2.6. There will be no access to either Interstate 93 or NH Route 3A from this parcel. Access will be from the abutting parcel.

5.3. Violations of this section shall be grounds for eviction.

6. COMPLIANCE WITH LAWS

6.1. The Lessee shall comply with all the laws, ordinances, rules and order of appropriate governmental authorities during the term of this Lease.

- 6.2. The Lessee acknowledges that no trade or occupations shall be conducted in the leased Premises or use made thereof which will be unlawful, improper, noisy, or offensive or contrary to any law or municipal By-law or Ordinance in force in the city or town in which the Premises is situated.
- 6.3. The Lessee shall obtain and maintain any and all permits necessary for the operation of a **restaurant and hotel parking lot** as described in section 5.1.

7. MAINTENANCE OF PREMISES

- 7.1. The Lessee acknowledges that the Premises are in good order and repair at the beginning of the Lease term.
- 7.2. The Lessee will, at the Lessee's sole expense, keep and maintain the Premises in a clean, sanitary and safe condition and repair during the term of this Lease and any renewal thereof.
- 7.3. The Lessee Shall be responsible for ice and snow removal from, parking lots, walks and driveways and any other needed areas.
- 7.4. The Lessee shall be responsible for any damage caused during this tenancy. The Lessee shall be responsible to pay for all repairs to the Premises and fixtures or appurtenances that may have been damaged by the Lessee's misuse, waste or neglect, or that of the Lessee's visitor, customer, client, supplier, family member or other invitee.
- 7.5. No compensation shall be payable to the Lessee nor shall the Lessee have any right to claim compensation for loss, damage, inconvenience, or annoyance arising from the necessity of repairing any portion of the building or unit, its fixtures or appurtenances however the necessity may occur.
- 7.6. The Lessee shall return the Premises to the Landlord in as good order condition and repair as when received, excluding reasonable wear and tear.
- 7.7. The Lessee agrees to be responsible for all repair costs resulting from the operation of a **restaurant and hotel parking lot**. The Landlord reserves the right to select the persons or company to perform any such repairs. The Landlord shall not incur any repair costs as a result of this lease.

8. DAMAGE TO PREMISES

- 8.1. The Lessee is liable for all actions, neglect, damages, and behaviors of their visitors, customers, clients, suppliers, family members or other invitees.
- 8.2. 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 Lessee or its invitees, then only the Landlord shall have the right to terminate the Lease.

- 8.3. Should the right to terminate be exercised, the rent for the current month shall be prorated between the parties as of the date the damage occurred.

9. ALTERATIONS AND IMPROVEMENTS

- 9.1. The Lessee shall make no alterations to the Premises or construct any buildings or make other improvements on the Premises without the prior written consent of the Landlord.
- 9.2. Improvements and / or repairs should be coordinated with the Bureau of Turnpikes, PO Box 16476, Hooksett NH 03106, 603-485-3806
- 9.3. The Lessee is responsible for removing all improvements upon the expiration or termination of this lease.

10. ENTRY AND INSPECTION

- 10.1. Whenever practical the Landlord shall provide the Lessee with 24 hours notice prior to entry. The Landlord or its agent shall inspect the Premises a minimum of two (2) times in each calendar year. Any indication of Lease violations shall be grounds for eviction.
- 10.2. The Landlord retains the right to enter the Premises in the case of an emergency, or to make necessary repair, alterations, improvements, or to supply necessary or agreed services, or to exhibit the Premises to prospective purchasers or Lessees, workers, contractors, or others, or when the Lessee has abandoned or surrendered the Premises, or whenever necessary to determine the condition of the Premises.

11. ASSIGNMENT AND SUBLETTING

- 11.1. The Lessee shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part thereof.
- 11.2. The Lessee shall be permitted to continue operating a **restaurant and hotel parking lot**, until the termination of this Lease.

12. UTILITIES

- 12.1. The Lessee shall be responsible for arranging for and paying for all utility services required on the Premises except for those identified as "included with rent" in the following section.
- 12.2. Utilities included with rent: None. Landlord/Agent initials: JED

13. DANGEROUS MATERIALS

- 13.1. The Lessee shall not keep or store any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous unless properly stored and previously approved by NHDOT.

14. INSURANCE

- 14.1. The Lessee shall provide to the Landlord proof of insurance demonstrating that the required coverage has been obtained before taking possession of the Premises and thereafter upon renewal of the policy.
- 14.2. The Lessee shall provide a minimum Comprehensive General Liability coverage: \$1,000,000.00 per incident, \$250,000.00 per person; or unless insurance of a different type and in higher amounts is customary. Lessee shall keep same in force, at Lessee's expense, throughout Lessee's tenancy.
- 14.3. The State of New Hampshire Department of Transportation **shall be named as additional insured** on all insurance purchased pursuant to this Lease.

15. HOLDOVER BY LESSEE

- 15.1. No holdover by Lessee will be permitted. The Landlord and the Lessee must execute a new lease on or before expiration of an existing lease in order for a Lessee to remain in possession of the Premises.

16. DEFAULT

- 16.1. The Landlord shall be the sole judge of what shall constitute a violation of the provisions of the Lease, or the failure of the Lessee to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any work related to such default by giving the Lessee 10 days notice in writing. Failure of the Lessee to comply with the notice shall automatically give the Landlord the right to terminate this Lease Agreement, evict the Lessee and take full and complete possession of the Premises.

17. TERMINATION OF LEASE FOR CAUSE

- 17.1. In the event that the Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for 7 days after written notice, thereof, or if the Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected with 30 days of written notice by the Landlord to the Lessee 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 Lessee and this Lease and the Term hereunder shall

terminate and upon such termination Landlord may immediately or at any time thereafter, without demand or notice enter into or upon the Premises and repossess the same.

- 17.2. The Landlord shall be entitled to recover incidental costs, attorney's fees, and court costs from the tenant if it becomes necessary for the Landlord to institute suit for eviction, damages, rental arrears or violations of the terms of this lease.

18. TERMINATION FOR CONVENIENCE

- 18.1. The Landlord may terminate the Lease at any time by giving at least a 90 day notice thereof in writing, and may take full and complete possession of the premises hereby leased, at the end of said 90 day period with no further liability of any nature whatsoever to the Lessee for doing so. Should the Landlord terminate this Lease Agreement by giving the 90 day notice during any period for which a full month's rent has already been paid, the Landlord will reimburse the Lessee for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the Lessee no longer occupy the Premises.
- 18.2. Notwithstanding the foregoing, and without limiting Landlord's rights pursuant to the Section 18.1, as of the execution of the Lease Agreement the Landlord does not anticipate terminating this Lease for convenience unless it shall determine that the Premises are necessary in order to complete the proposed Concord Interstate 93 expansion project or for other highway purposes.
- 18.3. The Lessee may terminate this Lease Agreement at any time by giving at least a 30 day notice in writing, specifying in said notice to day (and time of day) on which possession of the Premises will be surrendered. The Lessee 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 Lessee shall terminate this Lease Agreement in accordance with the above provisions, payment of rent shall cease at the end of the said 30 day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

19. SURRENDER OF THE PREMISES

- 19.1. In the event that the Term or any extension thereof shall have expired or terminated, the Lessee shall peacefully quit and surrender to Landlord the Premises together with all improvements, alteration, or additions made by the Lessee which cannot be removed without damaging the Premises.
- 19.2. The Lessee shall remove all personal property and shall repair any damage caused by such removal. The Lessee's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
- 19.3. The Lessee shall return the Premises to the Landlord as in good order, condition and repair as when received, excluding reasonable wear and tear.

20. INDEMNIFICATION AND RELEASE FROM LIABILITY

- 20.1. The Lessee shall defend, indemnify, and hold harmless the State, its officers, agents and employees, from and against any and all losses suffered by the State, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Lessee or from the use or maintenance of the above described Premises.
- 20.2. The Lessee 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 proposed highway and/or bridge project which abuts (or will abut) or may affect in any way the property herein leased.

21. DISCRIMINATION PROHIBITED

- 21.1. The Lessee hereby covenants and agrees that no person on the grounds of race, color, creed, national origin, age, sex or sexual orientation, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination of 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. The Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation – Effectuation of Title VI of the Civil Right Act of 1964, and as said Regulations may be amended.
- 21.2. The Lessee for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event that facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.
- 21.3. That in the event of breach of any of the above nondiscrimination covenants, the State of New Hampshire shall have the right to terminate the Lease and to re-enter and repossess said land and facilities thereon, and hold the same as if said Lease had never been issued.

22. MISCELLANEOUS

- 22.1. 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.

- 22.2. **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, postdate prepaid, in a United States Post Office.
- 22.3. **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, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Lessee.
- 22.4. **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.
- 22.5. **Unenforceable Terms.** If any terms of this Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease and any application of such term shall not be affected thereby.
- 22.6. **Entire Agreement.** This Lease embodied the entire Agreement and understanding between the parties hereto and supersedes all prior Agreements and understanding relating to the subject matter hereof.
- 22.7. **No Waiver of Sovereign Immunity.** No provision in this Lease is intended to be or shall it be interpreted by either party to be a waiver of the State's sovereign immunity.
- 22.8. **Lessee Liability.** All Lessees accept joint and several liability for all Lessee responsibilities of this lease.
- 22.9. **Conditional Nature / Effective Date.** Notwithstanding any provision of this Lease to the contrary, pursuant to RSA 4:39-c, this Lease, and all obligations of the Parties hereunder, is subject to the approval of the Governor and Executive Council of the State of New Hampshire. This Lease shall become effective on the date the Governor and Executive Council approve this Lease or March 1, 2020, whichever is later.

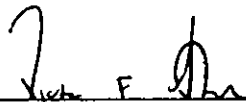
23. Amendments

None

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

LANDLORD:

The State of New Hampshire
Department of Transportation

By:  Date 2/6/2020
Victoria F. Sheehan, Commissioner

LESSEE:

Capital Hotel Company VI, LLC

By:  Date 2/5/20
Name/Title: Stephen M. Duprey, manager

Principal Office Address

c/o Duprey Hospitality
P.O. Box 1438 Concord 03302

Phone: 603-491-6080

Email: sduprey@FoxFirenh.com

Approved by Attorney General this 7th day of February 2020, as to form and execution.

By: Christina Miller 2/7/2020
Assistant Attorney General

Certificate of Authority

RESOLUTION

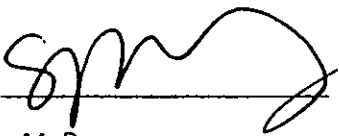
I, Stephen M. Duprey, hereby certify that I am the sole Manager of Capital Hotel Company Vi, LLC and that the following is a true copy of a vote taken at a meeting of the manager by unanimous consent with an intended effective date of January 24, 2020.

VOTED: that Stephen M Duprey, Manager, is duly authorized to enter into a commercial lease on behalf of Capital Hotel Company VI, LLC, as Lessee, and the State of New Hampshire, as Landlord, pertaining to property located at I-93 exit 12, Concord, New Hampshire, for the period March 1, 2020 through February 28, 2025, as such term may be extended as provided therein, and further is authorized to execute any documents which may in his judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date hereof. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the Corporation: To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

IN WITNESS WHEREOF, the undersigned has executed this Resolution as of the date first above written.

Dated 1/24, 2020

ATTEST: 
Stephen M. Duprey
Manager

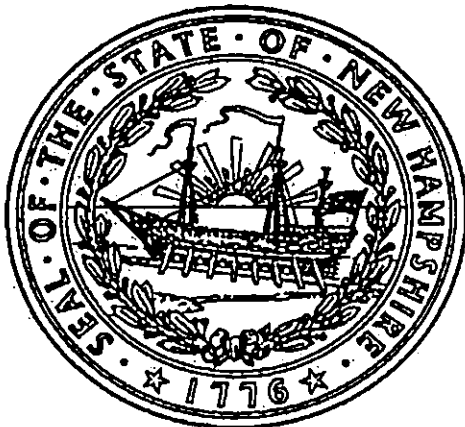
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CAPITAL HOTEL COMPANY VI, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 13, 2015. 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: 734656

Certificate Number: 0004791576



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 January A.D. 2020.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2019

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 rights to the certificate holder in lieu of such endorsement(s).

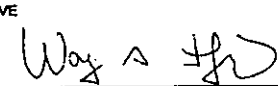
PRODUCER Infinger Insurance - Conway 1205 Eastman Rd PO Box 3070 North Conway NH 03860	CONTACT NAME: Kimberly Wood	PHONE (A/C, No, Ext): (603) 447-5123	FAX (A/C, No): (603) 447-5126
	E-MAIL ADDRESS:		
INSURED Duprey Hospitality LLC 49 South Main St Ste G101 Concord NH 03301	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Citizens Ins Co of America		31534
	INSURER B: Allmerica Financial Benefit		41840
	INSURER C: Hanover Insurance Group, Inc.		22292
	INSURER D: Travelers Indemnity Co		25658
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: CL19111577608 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	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:	Y		ZBV D105923-03	12/01/2019	12/01/2020	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	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Liquor Liability	\$ 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 <input type="checkbox"/>			AWW D098210-03	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UHV D105924-03	12/01/2019	12/01/2020	EACH OCCURRENCE	\$ 14,000,000
							AGGREGATE	\$ 14,000,000
								\$
	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				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D	Cyber Liability			106810112	09/26/2019	09/26/2020	Per Claim	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Lease of Commercial Land
When required by written contract, the State of New Hampshire Department of Transportation is an Additional Insured as respects General Liability insurance per the terms and conditions of the policy.

CERTIFICATE HOLDER New Hampshire Department of Transportation Bureau of Finance & Contracts PO Box 483 Concord NH 03302	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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Additional Named Insureds

Other Named Insureds

Capital Hotel Company I, LLC
Capital Hotel Company II, LLC
Capital Hotel Company III, LLC
Capital Hotel Company IV, LLC
Capital Hotel Company V, LLC
Capital Hotel Company VI, LLC
Duprey Hospitality LLC
Duprey Service Company LLC
Stephen Duprey
Steves Greens LLC
The Duprey Company, LLC

**STATE OF NEW HAMPSHIRE
INTER-DEPARTMENT COMMUNICATION**

LACP 19-038

FROM: Stephen G. LaBonte
Administrator 

DATE: October 21, 2019

AT: Dept. of Transportation
Bureau of Right-of-Way

SUBJECT: Leasing of State Owned Land in Concord
RSA 4:39-c

TO: Representative John Cloutier, Chairman
Long Range Capital Planning and Utilization Committee

REQUESTED ACTION

The Department of Transportation, pursuant to RSA 4:39-c, requests authorization to lease a parcel of State owned land consisting of 13,438 square feet, at the southeast quadrant of the Interstate 93, Exit 12 Interchange in the City of Concord to Capital Hotel Company VI, LLC for a term of five (5) years at eleven thousand two hundred fifty (\$11,250.00) dollars per year plus a one-time Administrative Fee of one thousand one hundred (\$1,100.00) dollars with an option for an additional five (5) years at a renegotiated value, subject to the conditions as specified in this request.

EXPLANATION

The Department has received a request from Capital Hotel Company VI, LLC concerning the opportunity to lease a parcel of State owned land located at the southeast quadrant of the Interstate 93, Exit 12 Interchange in the City of Concord.

Capital Hotel Company VI, LLC is interested in leasing this area to incorporate it into their adjoining parking lot for parking in conjunction with the construction of a Tru Hilton Hotel and T-Bones Restaurant on the abutting parcel.

The parcel, acquired by the Department in 1956 is a portion of the Interstate 93 Limited Access Right of Way.

There will be no access to either Interstate 93 or NH Route 3A from this parcel. Access will be from the abutting parcel.

The Department will place a cancellation clause in the lease if the parcel is needed by the Department in the future.

This area is in addition and adjacent to a 9,782 square foot portion of the Interstate 93, Exit 12 Interchange that Capital Hotel Company VI, LLC has received approval from Governor and Executive Council on March 27, 2019.(Item 19A) to lease from the Department for the same purpose.

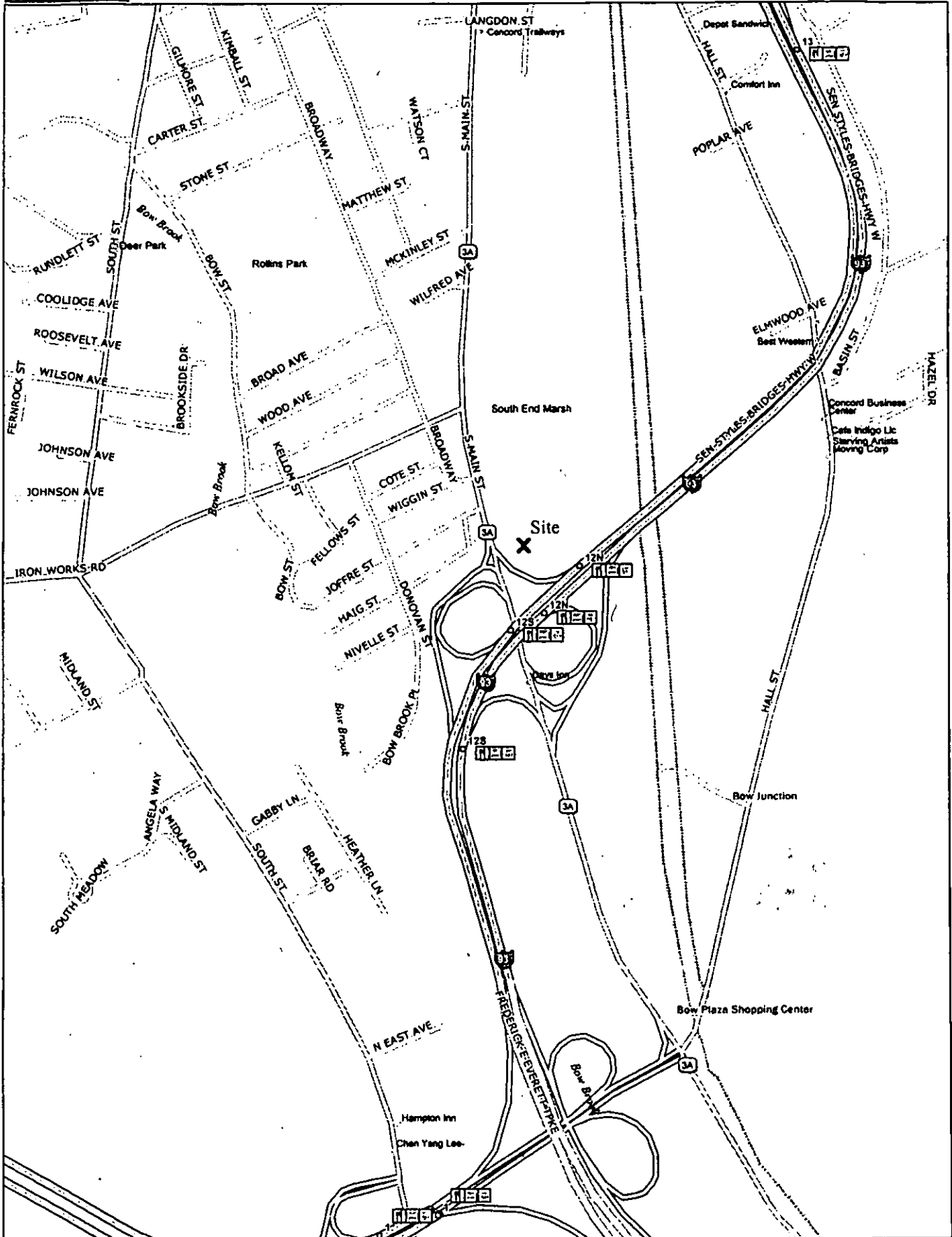
This request has been reviewed by this Department and it has been determined that the requested area is surplus to our operational needs and interest for the purpose of leasing.

An appraiser from the Department completed an opinion of value for the subject property to determine an estimated ground lease value for this parcel. The appraiser used four (4) sales in Concord and surrounding towns as comparables. Based upon the analysis and adjustments of those sales, it was felt that a reasonable estimated ground lease value for the subject as of October 2, 2019 is \$ 11,250.00.

The Department respectfully requests authorization to enter into a five (5) year lease at \$11,250.00 per year with an option for an additional five (5) years of the then established fair market value. In addition, the Department will assess an Administrative Fee of \$1,100.00.

Authorization is requested to lease the subject parcel as outlined above.

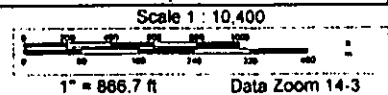
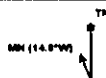
SGL/PJM/ji
Attachments



Data use subject to license.

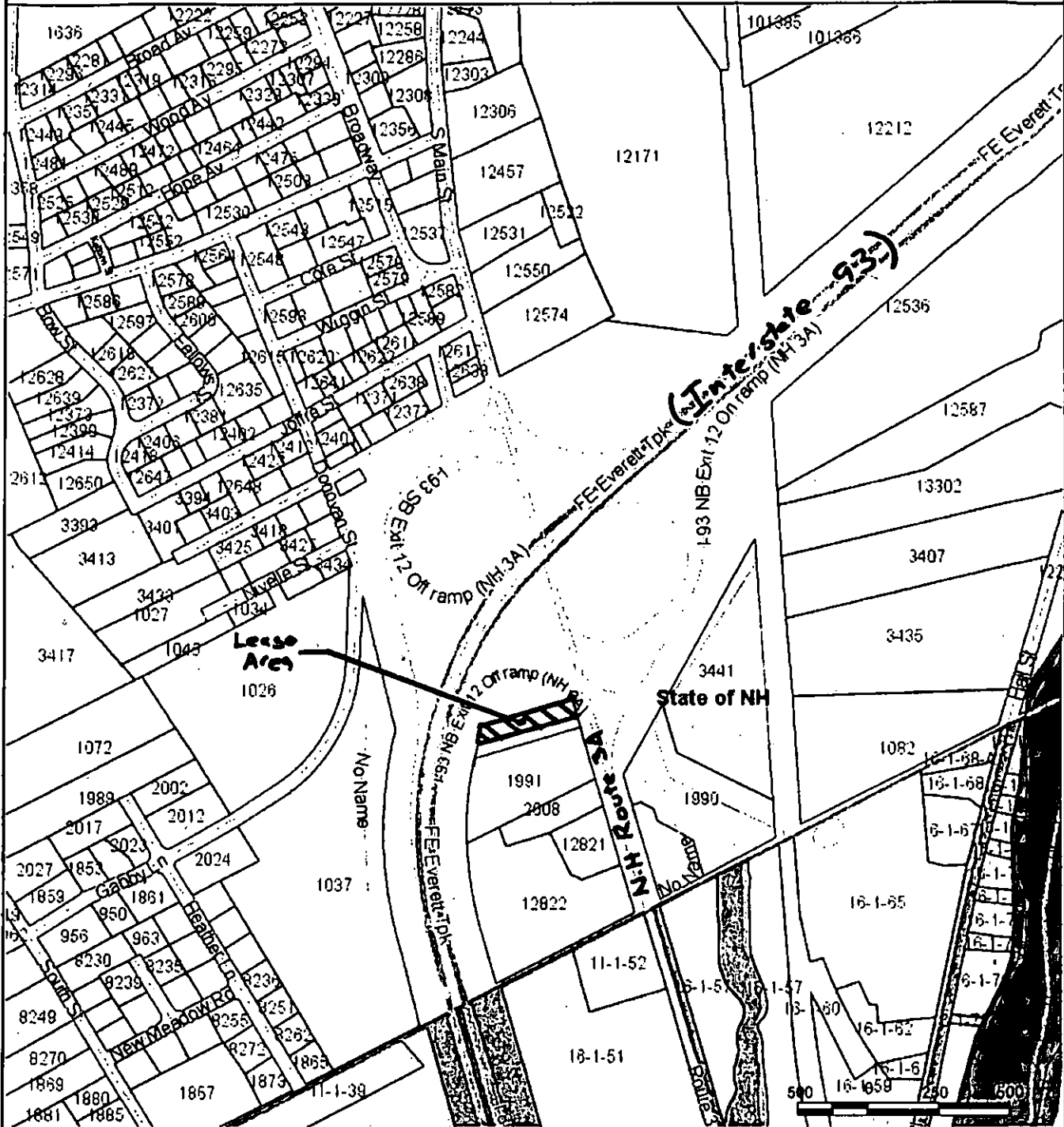
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF REVENUE
ADMINISTRATION

MOSAIC PARCEL
MAP SHARING
POOL



This map was compiled using data believed to be accurate; however, a degree of error is inherent in all maps. This map was distributed "AS-IS" without warranties of any kind, either expressed or implied, including but not limited to warranties of suitability to a particular purpose or use. No attempt has been made in either the design or production of the maps to define the limits or jurisdiction of any federal, state, or local government. Detailed on-the-ground surveys and historical analyses of sites may differ from the maps.

19A sam



**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



*Victoria F. Sheehan
Commissioner*

*William Cass, P.E.
Assistant Commissioner*

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

Bureau of Right-of-Way
March 6, 2019

REQUESTED ACTION

Pursuant to RSA 4:39-c and 228:31, authorize the Department of Transportation to lease a 9,782 square foot parcel of State owned land located at the southeast quadrant of the Interstate 93, Exit 12 Interchange in the City of Concord to Capital Hotel Company VI, LLC for \$38,600.00. The term of the lease will be for a 5-year period commencing April 1, 2019 through March 31, 2024 at \$7,500.00 per year, with a renewal clause for an additional 5 years at the then-current market value. In addition, the Department will assess a \$1,100.00 Administrative Fee, effective upon Governor and Executive Council approval.

Lease income will be credited as follows:

04-096-096-960015-0000-UUU-402156	<u>FY 2019</u>		
Administrative Fee	\$1,100.00		
04-096-096-960017-0000-UUU-406922	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
Rental Income- Turnpike	\$1,875.00	\$7,500.00	\$7,500.00
	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY2024</u>
	\$7,500.00	\$7,500.00	\$5,625.00

EXPLANATION

The Department has received a request from Capital Hotel Company VI, LLC concerning the opportunity to lease a parcel of State-owned land located at the southeast quadrant of the Interstate 93, Exit 12 Interchange in the City of Concord. They are interested in leasing this area to incorporate into their adjoining parking lot for a restaurant in conjunction with the redevelopment of the abutting parcel.

On June 6, 2018 the Long Range Capital Planning and Utilization Committee approved the Department's request to lease this parcel with South Main Street, LLC and enter into a 5 year agreement at \$7,500.00 per year, with a renewal clause for an additional 5 years of the then established fair market value. The lease will include a cancellation clause if the parcel is needed in the future. In addition, the Department will assess an Administrative Fee of \$1,100.00. The lease value of \$7,500.00 per year was determined by an appraisal done by a staff appraiser.

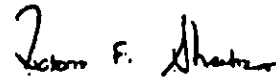
After this approval, a representative from South Main Street, LLC contacted the Department requesting the leasing entity be changed from South Main Street, LLC to Capital Hotel Company VI, LLC. The Long Range Capital Planning and Utilization Committee approved the change in the named party, but all other terms and conditions of the lease, as well as the Administrative Fee, would remain as previously approved.

The parcel was acquired by the Department in 1956 as a portion of the Interstate 93 Limited Access Right-of-Way. There will be no access to either Interstate 93 or NH Route 3A from this parcel. Access will be from the abutting parcel only. In accordance with RSA 4:39-c, the City of Concord has been offered to lease this property at the same value, and is not interested in leasing the parcel. Also in accordance with 4:39-c, approval to lease the property is no longer needed from the Council of Resources and Development as the parcel was purchased with Turnpike funds.

The leasing of this area has been reviewed by the Department and it has been determined that this parcel is surplus to our operational needs and interest for the purpose of leasing.

Authorization is requested to lease this property as outlined above.

Respectfully,



Victoria F. Sheehan
Commissioner

Attachments
VFS/SGL/slh

Land Lease
Concord, NH

- COMMERCIAL LEASE -

between

STATE OF NEW HAMPSHIRE
"LANDLORD"

AND

Capital Hotel Company VI, LLC
"LESSEE"

for property located at
I-93-Exit 12, Concord

April 1, 2019 – March 31, 2024

Supplemental document checklist

<u>J</u>	Certificate of Insurance w/ additional insured clause
<u>J</u>	Signatory Authorization / Certificate of Authority
<u>J</u>	Certificate of good standing
<u> </u>	Renewal
<u> </u>	Amendment(s)
<u>PSM</u>	Property Management Initials
<u>PSM</u>	DOT Initials

COMMERCIAL LEASE

THIS LEASE AGREEMENT, made between The State of New Hampshire, Department of Transportation, hereinafter called the "Landlord," and Capital Hotel Company VI, LLC, hereinafter called the "Lessee."

WHEREAS, the Landlord is the owner of the hereinafter described property, which is not immediately required by the Landlord in connection with construction of a proposed highway project which abuts or may affect the property, and has been requested by the Lessee to lease the property, on an "as is" basis.

WHEREAS, the Landlord is willing to comply with said request, provided that the Lessee, as a condition to the occupancy of said Premises, joins in the execution of this Lease Agreement for the purpose of accepting each and every condition herein set forth during the occupancy of said Premises by the Lessee.

1. DEMISE OF THE PREMISES

- 1.1. For and in consideration of the rent and the mutual covenants hereinafter stated, and the acceptance by the Lessee of each and every term and condition herein set forth, the Landlord hereby leases and demises to the Lessee the Premises located at:

I-93-Exit 12, Concord as depicted on Attachment A incorporated herein

2. TERM

- 2.1. The term of this Lease shall begin on April 1, 2019 and shall end on March 31, 2024, unless terminated sooner in accordance with the provisions of this Lease.

3. RENT

- 3.1. Rent shall be \$7,500.00 per year plus an one time Administrative Fee of \$1,100.00 with the option for an additional five years at the established fair market value, subject to the conditions specified in this request. Rent is due upon or before the first day of each calendar month, payable to the "TREASURER, STATE OF NH" and mailed to: New Hampshire Department of Transportation, Bureau of Finance and Contracts, P.O. Box 483, Concord, NH 03302.

- 3.2. Per RSA 72:23, I(b)(1), the Lessee is solely responsible for any and all current and potential properly assessed real and personal property taxes no later than the due date as established by the taxing authority, including any real or personal property taxes on improvements added by the Lessee.

Per RSA 72:23, I(b)(4), "Failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Lessor."

- 3.3. The Lessee is required to forward to the Lessor any information or communications from the taxing authority within 5 days of the Lessee's receipt of such information or communications.

- 3.4. The Lessee shall pay as additional rent any and all costs not otherwise included herein that may result from the operation of a restaurant and hotel parking lot.
- 3.5. The Landlord reserves the right to reevaluate the rent after the five (5) year term if subsequent lease terms are granted.

4. QUIET ENJOYMENT

- 4.1. Landlord covenants and agrees that so long as the Lessee is not in default of any of the covenants and agreements of this Lease, the Lessee'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

- 5.1. The Lessee shall use the leased premises only for the business purpose of a restaurant and hotel parking lot. Neither the Premises nor any part thereof shall be used at any time during the term of this Lease by the Lessee for the purpose of habitation or carrying on any other business, profession or trade of any kind.
- 5.2. Prohibitions:
- 5.2.1. No Lessee, visitor, customer, client, supplier, family member or other invitee of Lessee may park any motorized vehicle on the lawn area or any other area, which is not designated specifically for parking.
- 5.2.2. The Lessee shall not use the Premises in any manner that will disturb a neighbor's peaceful enjoyment of other property.
- 5.2.3. No open fires of any kind are allowed on the premises in any manner. No fire permits will be issued to tenants.
- 5.2.4. No pools, hot tubs, or trampolines of any kind are allowed on the premises.
- 5.2.5. No unregistered motorized vehicles shall be stored upon the Premises.
- 5.2.6. There will be no access to either Interstate 93 or NH Route 3A from this parcel. Access will be from the abutting parcel.
- 5.3. Violations of this section shall be grounds for eviction.

6. COMPLIANCE WITH LAWS

- 6.1. The Lessee shall comply with all the laws, ordinances, rules and order of appropriate governmental authorities during the term of this Lease.

6.2. The Lessee acknowledges that no trade or occupations shall be conducted in the leased Premises or use made thereof which will be unlawful, improper, noisy, or offensive or contrary to any law or municipal By-law or Ordinance in force in the city or town in which the Premises is situated.

6.3. The Lessee shall obtain and maintain any and all permits necessary for the operation of a restaurant and hotel parking lot as described in section 5.1.

7. MAINTENANCE OF PREMISES

7.1. The Lessee acknowledges that the Premises are in good order and repair at the beginning of the Lease term.

7.2. The Lessee will, at the Lessee's sole expense, keep and maintain the Premises in a clean, sanitary and safe condition and repair during the term of this Lease and any renewal thereof.

7.3. The Lessee Shall be responsible for ice and snow removal from, parking lots, walks and driveways and any other needed areas.

7.4. The Lessee shall be responsible for any damage caused during this tenancy. The Lessee shall be responsible to pay for all repairs to the Premises and fixtures or appurtenances that may have been damaged by the Lessee's misuse, waste or neglect, or that of the Lessee's visitor, customer, client, supplier, family member or other invitee.

7.5. No compensation shall be payable to the Lessee nor shall the Lessee have any right to claim compensation for loss, damage, inconvenience, or annoyance arising from the necessity of repairing any portion of the building or unit, its fixtures or appurtenances however the necessity may occur.

7.6. The Lessee shall return the Premises to the Landlord in as good order condition and repair as when received, excluding reasonable wear and tear.

7.7. The Lessee agrees to be responsible for all repair costs resulting from the operation of a restaurant and hotel parking lot. The Landlord reserves the right to select the persons or company to perform any such repairs. The Landlord shall not incur any repair costs as a result of this lease.

8. DAMAGE TO PREMISES

8.1. The Lessee is liable for all actions, neglect, damages, and behaviors of their visitors, customers, clients, suppliers, family members or other invitees.

8.2. 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 Lessee or its invitees, then only the Landlord shall have the right to terminate the Lease.

- 8.3. Should the right to terminate be exercised, the rent for the current month shall be prorated between the parties as of the date the damage occurred.

9. ALTERATIONS AND IMPROVEMENTS

- 9.1. The Lessee shall make no alterations to the Premises or construct any buildings or make other improvements on the Premises without the prior written consent of the Landlord.
- 9.2. Improvements and / or repairs should be coordinated with the Bureau of Tumpikes, PO Box 16476, Hooksett NH 03106, 603-485-3806
- 9.3. The Lessee is responsible for removing all improvements upon the expiration or termination of this lease.

10. ENTRY AND INSPECTION

- 10.1. Whenever practical the Landlord shall provide the Lessee with 24 hours notice prior to entry. The Landlord or its agent shall inspect the Premises a minimum of two (2) times in each calendar year. Any indication of Lease violations shall be grounds for eviction.
- 10.2. The Landlord retains the right to enter the Premises in the case of an emergency, or to make necessary repair, alterations, improvements, or to supply necessary or agreed services, or to exhibit the Premises to prospective purchasers or Lessees, workers, contractors, or others, or when the Lessee has abandoned or surrendered the Premises, or whenever necessary to determine the condition of the Premises.

11. ASSIGNMENT AND SUBLETTING

- 11.1. The Lessee shall not assign this Lease, or sublet or grant any concession or license to use the Premises or any part thereof.
- 11.2. The Lessee shall be permitted to continue operating a restaurant and hotel parking lot, until the termination of this Lease.

12. UTILITIES

- 12.1. The Lessee shall be responsible for arranging for and paying for all utility services required on the Premises except for those identified as "included with rent" in the following section.
- 12.2. Utilities included with rent: None. Landlord/Agent initials: J&A

13. DANGEROUS MATERIALS

- 13.1. The Lessee shall not keep or store any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra hazardous unless properly stored and previously approved by NHDOT.

14. INSURANCE

- 14.1. The Lessee shall provide to the Landlord proof of insurance demonstrating that the required coverage has been obtained before taking possession of the Premises and thereafter upon renewal of the policy.
- 14.2. The Lessee shall provide a minimum Comprehensive General Liability coverage: \$1,000,000.00 per incident, unless insurance of a different type and in higher amounts is customary. Lessee shall keep same in force, at Lessee's expense, throughout Lessee's tenancy.
- 14.3. The State of New Hampshire Department of Transportation shall be named as additional Insured on all insurance purchased pursuant to this Lease.

15. HOLDOVER BY LESSEE

- 15.1. No holdover by Lessee will be permitted. The Landlord and the Lessee must execute a new lease on or before expiration of an existing lease in order for a Lessee to remain in possession of the Premises.

16. DEFAULT

- 16.1. The Landlord shall be the sole judge of what shall constitute a violation of the provisions of the Lease, or the failure of the Lessee to otherwise abide by any of the covenants herein contained, and may order a discontinuance of the practices, or the performance of any work related to such default by giving the Lessee 10 days notice in writing. Failure of the Lessee to comply with the notice shall automatically give the Lessor the right to terminate this Lease Agreement, evict the Lessee and take full and complete possession of the Premises.

17. TERMINATION OF LEASE FOR CAUSE

- 17.1. In the event that the Lessee shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for 7 days after written notice, thereof, or if the Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected with 30 days of written notice by the Landlord to the Lessee 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 Lessee and this Lease and the Term hereunder shall

terminate and upon such termination Landlord may immediately or at any time thereafter, without demand or notice enter into or upon the Premises and repossess the same.

- 17.2. The Landlord shall be entitled to recover incidental costs, attorney's fees, and court costs from the tenant if it becomes necessary for the Landlord to institute suit for eviction, damages, rental arrears or violations of the terms of this lease.

18. TERMINATION FOR CONVENIENCE

- 18.1. The Landlord may terminate the Lease at any time by giving at least a 90 day notice thereof in writing, and may take full and complete possession of the premises hereby leased, at the end of said 90 day period with no further liability of any nature whatsoever to the Lessee for doing so. Should the Landlord terminate this Lease Agreement by giving the 90 day notice during any period for which a full month's rent has already been paid, the Landlord will reimburse the Lessee for the pro-rata proportion of the remaining number of days for which rent has been paid in advance but during which the Lessee no longer occupy the Premises.
- 18.2. Notwithstanding the foregoing, and without limiting Landlord's rights pursuant to the Section 18.1, as of the execution of the Lease Agreement the Landlord does not anticipate terminating this Lease for convenience unless it shall determine that the Premises are necessary in order to complete the proposed Concord Interstate 93 expansion project or for other highway purposes.
- 18.3. The Lessee may terminate this Lease Agreement at any time by giving at least a 30 day notice in writing, specifying in said notice to day (and time of day) on which possession of the Premises will be surrendered. The Lessee 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 Lessee shall terminate this Lease Agreement in accordance with the above provisions, payment of rent shall cease at the end of the said 30 day period, or at the end of the day on which possession shall be surrendered, whichever shall last occur.

19. SURRENDER OF THE PREMISES

- 19.1. In the event that the Term or any extension thereof shall have expired or terminated, the Lessee shall peacefully quit and surrender to Landlord the Premises together with all improvements, alteration, or additions made by the Lessee which cannot be removed without damaging the Premises.
- 19.2. The Lessee shall remove all personal property and shall repair any damage caused by such removal. The Lessee's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
- 19.3. The Lessee shall return the Premises to the Landlord as in good order, condition and repair as when received, excluding reasonable wear and tear.

20. INDEMNIFICATION AND RELEASE FROM LIABILITY

- 20.1. The Lessee shall defend, indemnify, and hold harmless the State, its officers, agents and employees, from and against any and all losses suffered by the State, its officers, agents and employees, and any and all claims, liabilities or penalties asserted against the State, its officers, agents and employees, by or on behalf of any person on account of, based on or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Lessee or from the use or maintenance of the above described Premises.
- 20.2. The Lessee 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 proposed highway and/or bridge project which abuts (or will abut) or may affect in any way the property herein leased.

21. DISCRIMINATION PROHIBITED

- 21.1. The Lessee hereby covenants and agrees that no person on the grounds of race, color, creed, national origin, age, sex or sexual orientation, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination of 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. The Lessee shall use the Premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation - Effectuation of Title VI of the Civil Right Act of 1964, and as said Regulations may be amended.
- 21.2. The Lessee for herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event that facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended.
- 21.3. That in the event of breach of any of the above nondiscrimination covenants, the State of New Hampshire shall have the right to terminate the Lease and to re-enter and repossess said land and facilities thereon, and hold the same as if said Lease had never been issued.

22. MISCELLANEOUS

- 22.1. 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.

- 22.2. **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, postdate prepaid, in a United States Post Office.
- 22.3. **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, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Lessee.
- 22.4. **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.
- 22.5. **Unenforceable Terms.** If any terms of this Lease or any application thereof shall be invalid or unenforceable, the remainder of the Lease and any application of such term shall not be affected thereby.
- 22.6. **Entire Agreement.** This Lease embodied the entire Agreement and understanding between the parties hereto and supersedes all prior Agreements and understanding relating to the subject matter hereof.
- 22.7. **No Waiver of Sovereign Immunity.** No provision in this Lease is intended to be or shall it be interpreted by either party to be a waiver of the State's sovereign immunity.
- 22.8. **Lessee Liability.** All Lessees accept joint and several liability for all Lessee responsibilities of this lease.

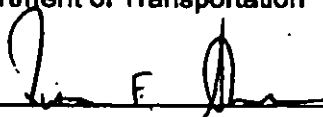
23. Amendments

None

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year first above written.

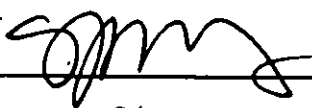
LANDLORD:

The State of New Hampshire
Department of Transportation

By:  Date 3/15/19
Victoria F. Sheehan, Commissioner

LESSEE:

Capital Hotel Company VI, LLC

By:  Date 3/19/19
Name/Title: Stephen M. Duprey manager

Principal Office Address

DUPREY HOSPITALITY
49 SOUTH MAIN STREET
CONCORD, NH 03301

Phone: 603-333-2131

Email: SDuprey@FoxFirenh.com

Approved by Attorney General this 19 day of March 2019, as to form and execution.

By: 
Assistant Attorney General

Certificate of Authority

Resolution

I, Stephen M. Duprey, hereby certify that I am the sole Manager of Capital Hotel Company VI, LLC and that the following is a true copy of a vote taken at a meeting of the Manager by unanimous written consent with an intended effective date of 3/9, 2019.

VOTED: That Stephen M. Duprey, Manager, is duly authorized to enter into a commercial lease on behalf of Capital Hotel Company VI, LLC, as Lessee, and the State of New Hampshire, as Landlord, pertaining to property located at I-93-Exit 12, Concord, New Hampshire, for the period May 1, 2019 through April 30, 2024, as such term may be extended as provided therein, and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date hereof. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he has full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

[Signature on next page]

IN WITNESS WHEREOF, the undersigned has executed this Resolution as of the date first above written.

DATED: 3/9, 2019

ATTEST:



Stephen M. Duprey,
Manager

2368495_1

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 CAPITAL HOTEL COMPANY VI, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 13, 2015. 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: 734656

Certificate Number: 0004428337



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of March A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/04/2019

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Infinger Insurance - Conway 1205 Eastman Rd PO Box 3070 North Conway NH 03860	CONTACT NAME: Kimberly Wood	PHONE (AC, No. Ext): (603) 447-5123	FAX (AC, No.): (603) 447-5128
	INSURER(S) AFFORDING COVERAGE		
INSURED Dupray Hospitality LLC Capital Hotel Company VI, LLC 49 South Main St Ste G101 Concord NH 03301	INSURER A: Citizens Ins Co of America	NAIC # 31534	
	INSURER B:		
	INSURER C: Hanover Insurance Group, Inc.	22292	
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: CL1811976590 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.

LINE LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INS)	WAIVED (WVD)	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	Y		ZBV D105923-02	12/01/2018	12/01/2019	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UMV D105924-02	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Lease of Commercial Land
When required by written contract, the State of New Hampshire Department of Transportation is an Additional Insured as respects General Liability Insurance per the terms and conditions of the policy.

CERTIFICATE HOLDER New Hampshire Department of Transportation Bureau of Finance & Contracts PO Box 483 Concord NH 03302	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 <i>Way A. H</i>
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Additional Named Insureds

Other Named Insureds

Capital Hotel Company I, LLC
Capital Hotel Company II, LLC
Capital Hotel Company III, LLC
Capital Hotel Company IV, LLC
Capital Hotel Company V, LLC
Capital Hotel Company VI, LLC
Duprey Hospitality LLC
Stephen Duprey
Steves Greens LLC
The Duprey Company, LLC
Duprey Service Company, LLC