NEW HAMPSHIRE LIQUOR COMMISSION

Request for Qualifications and Proposals

Developer/Operator for Hampton I-95 Service Areas

RFQ/RFP 2025-08-A

RFQ/RFQ/RFP ISSUED…….May 5, 2026

RFQ/RFQ/RFP ISSUING OFFICER…….Patricia L. Peters, Esq.
NHLC Director of Administration,
NHLC.RFP.Hampton@liquor.nh.gov
NO PHONE CALLS

CONTRACT TYPE……. GROUND LEASE

QUALIFICATIONS AND PROPOSALS DUE……2:30 PM, June 19, 2026

AT: New Hampshire Liquor Commission
C/O Patricia L. Peters, Esq.
Director of Administration
50 Storrs Street
Concord, NH 03301

05-5-2026 Version

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1. INTRODUCTION

The State of New Hampshire, acting through the New Hampshire Liquor Commission (NHLC) is releasing this combined Request for Qualifications (RFQ) and Request for Proposals (RFQ/RFP) to procure a Ground Lease Contract with a Developer/Operator to construct and operate for and on behalf of the NHLC, new Service Areas in place of the existing I-95 northbound and I-95 southbound liquor and wine outlets in Hampton, New Hampshire.

The new Service Areas should provide an important first impression to the millions of local and visiting motorists traveling on Interstate 95 through this area each year. New Hampshire is a four-season destination and this prime location serves as the gateway to New Hampshire Seacoast, the City of Portsmouth, the White Mountains and other points north.

1.1 Development Approach and Key Details

The Developer/Operator shall demolish the existing liquor and wine outlets and associated facilities and replace them with new Service Area facilities to be operated by the Developer/Operator, and liquor stores to be owned and operated by the New Hampshire Liquor Commission.

It is important that the new Service Area facilities' architecture convey themes central to those embodied in NH's culture, history, and visual aesthetics that are emblematic of the State's tourism appeal. The facilities must be maintained at the level typical of quality dining destinations. The Service Areas must also provide essential services such as fueling for cars; rest room facilities; visitor information center; car, truck, and bus parking; take-out and seated food services; drive-thru facilities; a convenience store; land line telephones; and wireless internet. The new Service Area facilities shall provide locally or regionally branded and/or recognized food concepts and, if constructed, major branded or locally recognized fuel concepts. Most importantly, they should provide a must stop experience for vacation travelers and be a safe haven and comfortable rest stop for millions of motorists.

1.2 Contract Award

The Ground Lease Contract award by the NHLC will be based upon criteria, standards, and weighting identified in this RFQ/RFP. Each Developer/Operator Proposal will be considered as a whole solution, without limitation, including all services proposed, qualifications of the Developer/Operator and any sub-contractor/sub-Lessee, and revenue proposal.

1.3 Contract Type – Proposed Public/Private Partnership

The NHLC plans to execute a Ground Lease Contract for the Service Areas with the selected Developer/Operator for no less than 35 years (with two five-year options to extend, at the sole discretion of the NHLC), during which time the Developer/Operator will be responsible for all financial obligations of redeveloping and then maintaining and operating the facilities with the exception of the liquor stores, which will be financed, owned and maintained by the NHLC.

In pursuing this public/private partnership, the NHLC has three specific goals which will guide both the criteria used to select the Developer/Operator under the solicitation and to measure the success of the venture itself. They are:

- Obtain new, high quality facilities to replace the existing Service Areas and liquor stores.
- Ensure that the facility design and operation will highlight themes central to those embodied in NH's culture, history, and other visual aesthetics that are emblematic of the State's tourism appeal and will provide a positive customer experience for the commuter, recreational traveler, and liquor store patron.
- Provide a fair return to the NHLC and provide for the transfer of the facilities in satisfactory condition at the end of the lease term.

The Ground Lease Contract is defined as a document that shall incorporate the material terms of this RFQ/RFP, the selected Proposal, and typical boilerplate provisions generally found in a commercial ground lease. A draft Ground Lease Contract containing all terms and provisions is found in Appendix D. This Ground Lease Contract would be created and signed following Long Range Capital Planning approval and Governor and Executive Council Award as identified in Section 1.6*: Schedule*. In return for the use of NHLC property described in this RFQ/RFP for the purpose of developing, operating and maintaining Service Areas in accordance with the requirements of this RFQ/RFP, the Developer/Operator covenants and agrees to pay Rent as identified in Appendix D.

1.3.1 Agreement with New Hampshire Liquor Commission

Developer/Operator shall enter into a formal agreement with the New Hampshire Liquor Commission (NHLC) for the purpose of constructing a liquor store at each Service Area. This agreement will require the Developer/Operator to construct each liquor store and be reimbursed by the NHLC under terms defined in Appendix D-9.

1.4 Ground Lease Contract Term

Time is of the essence.

The Developer/Operator shall be fully prepared to commence work by January 2027.

Ground Lease contract term is thirty-five (35) years, with two five-year options to extend, at the discretion of the State.

The Developer/Operator's initial term is expected to begin on the date of substantial completion of the NB Service Area identified in the schedule Section 1.6 and will extend until December 31st of the 35th year. The Ground Lease Contract may be extended for two, five-year periods at the sole discretion of the NHLC. Failure to begin on the substantial completion date identified in Section 1.6 will not relieve the Developer/Operator from paying Rent as defined in the Revenue Proposal beginning on that date.

The Developer/Operator shall construct, operate and maintain the Service Areas for and on behalf of the NHLC. In the event of termination of the Developer/Operator's Ground Lease Contract, the Service Area, including all facilities, amenities and appurtenances, shall become the unencumbered property of the NHLC and the NHLC will be free to enter into a Ground Lease Contract with another Developer/Operator.

1.5 High Level Scope of Work/Services

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

1. Demolition of the existing northbound and southbound liquor and wine outlets.
2. All site work including parking, sidewalks, gates, fencing, landscaping, seating, lighting, security, utilities, etc.
3. Construction of new, ground-level Service Area Building(s) northbound and southbound accommodating a variety of food and travel service offerings as defined in this RFQ/RFP. Service Area buildings shall be at least 16,000 square feet, not including liquor and wine outlets. Service Areas must also include construction of a new self-service, automobile fueling station (minimum 8 pumps) and canopy northbound and southbound providing gasoline, automobile diesel, and electric vehicle charging stations.
4. Construction of a new minimum 22,000 gross square foot, ground-level liquor and wine outlet buildings to be purchased by the NHLC for their operation.
5. Operation and maintenance of the new Service Areas for thirty-five (35) years as defined under the Ground Lease Contract, unless extended.

The Developer/Operator shall be responsible for all development costs associated with the Project including, but not limited to, demolition, construction, operation and maintenance of the Service Areas as described in this RFQ/RFP. The Developer/Operator may employ subcontractors/sub-lessees to deliver required services subject to the terms and conditions of this RFQ/RFP, including but not limited to, in Appendix F: *Ground Lease Contract Requirements* herein and the NHLC Terms and Conditions of this RFQ/RFP. The Developer/Operator shall remain wholly responsible for performance of the entire Ground Lease Contract regardless of whether a subcontractor/sub-lessee is used. The NHLC will consider the Developer/Operator to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from this Ground Lease Contract.

1.6 Schedule

The following table provides the Schedule for this RFQ/RFP through Ground Lease Contract finalization and Notice to Proceed.

EVENT	DATE	TIME
Draft RFQ/RFP released to Developer/Operators	5/5/26	
[See RFQ/RFP 2025-08 for prior Draft, Comments, Responses, and Final RFQ/RFP for background information. There will be a very limited comment and response period for this RFQ/RFP 2025-08-A]		
Developer/Operator review and comment period begins	5/5/26	
Developer/Operator comment period ends on Draft RFQ/RFP	5/12/26	
Draft RFQ/RFP Responses and Final RFQ/RFP to Developer/Operator	5/15/26	
Final date for RFQ/RFP submissions	6/19/26	2:30 PM
RFQ Shortlist Announced, Invitations for oral presentations	7/31/26	
Developer/Operator oral presentations and Interviews to Selection Committee	Before 9/4/26	
Selection Committee recommendation	Before 9/18/26	
Long Range Capital Planning Commission review and approval	Before 9/30/26	
Finalize Ground Lease Contract document	Before 11/30/26	
Governor and Executive Council Award	December 2026	
Notice to Proceed (NTP)	January 2027	

NB Service Area substantially complete & operational no later than: June 15, 2028

SB Service Area substantially complete & operational no later than: December 15, 2028

Any delays in the Governor and Executive Council Award and Notice to Proceed shall result in a one-to-one extension of the substantially complete dates identified above.

2. DEFINITIONS OF TERMS

Capitalized terms, not otherwise defined herein, shall have the meaning set forth in the Terms and Definitions, located in Appendix E: *Terms and Definitions.*

3. DEVELOPER/OPERATOR CONFERENCE AND SITE VISIT

At the discretion of the NHLC, site visits may be available upon request for any Developer/Operator who did not have the opportunity to attend the prior site visit for RFQ/RFP 2025-08. There will be no Developer/Operator conference. See RFQ/RFP 2025-08 for prior Draft, Comments, Responses, and Final RFQ/RFP for additional background information.

4. QUALIFICATIONS AND PROPOSALS PROCESS

This is a combined RFQ/RFP. Interested Developer/Operators will be required to submit both a qualifications package and a proposal package (in separate, sealed envelopes) by the date and time identified in Section 1.6: *Schedule* in order to be considered for the Hampton Service Area Ground Lease Contract.

A Selection Committee, comprised of State agency employees selected by the NHLC will review, interview, rate, and prequalify five (5) Developer/Operators based on the criteria set forth below. At the RFQ stage, per Section VI and Section VII of Section 6.3, financial strength and the required acknowledgement will be considered pass/fail. The Selection Committee will reserve the right to reject any and all Qualification and/or Proposal Packages and cancel, at its sole discretion the RFQ or RFP. The Selection Committee will only open and consider the Proposals of those five (5) Developer/Operators who are determined to be qualified. Any Developer/Operator who has not been determined to be qualified will not have their Proposals opened and scored. Qualifications and Proposal details are outlined in Sections 5, 6, and 7.

5. QUALIFICATIONS AND PROPOSAL INSTRUCTIONS, SUBMISSION, DEADLINE, AND LOCATION

Qualifications and Proposals submitted in response to the RFQ/RFP must be received by the NHLC, no later than the time and date specified in Section 1.6: *Schedule*. Qualifications and Proposals must be addressed to:

Ms. Patricia L. Peters, Esq.
Director of Administration
New Hampshire Liquor Commission
50 Storrs Street
Concord, NH 03301

Two separate packages must be submitted.

Packages containing Qualifications must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION

REQUEST FOR QUALIFICATIONS
DEVELOPER/OPERATOR FOR
HAMPTON I-95 LIQUOR PROPERTIES
RFQ/RFP 2025-08-A

Packages containing Proposals must be clearly marked as follows:

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION

REQUEST FOR PROPOSALS
DEVELOPER/OPERATOR FOR
HAMPTON I-95 LIQUOR PROPERTIES
RFQ/RFP 2025-08-A

All sections of the RFQ/RFP must be completed and delivered to the primary contact person by the submission deadline. Late submissions will not be accepted and will be returned to the Developer/Operator unopened. Preparation and delivery of the RFQ/RFP shall be at the Developer/Operator's expense.

An RFQ/RFP submission shall be deemed received on the date and at the time officially documented by the NHLC as having been received at the location designated above. The NHLC accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Developer/Operator's responsibility. Qualifications and Proposals transmitted by facsimile or email will not be accepted.

All Qualifications and Proposal packages submitted in response to this RFQ/RFP must consist of one (1) original (clearly marked as such) and ten (10) clearly identified copies of the Qualifications and Proposal packages, including all required attachments, and one (1) electronic copy of the Qualifications and Proposals in a searchable PDF format on flash drive.

In the Qualifications package, a separate, sealed envelope shall contain one (1) original (clearly marked as such) and ten (10) copies of the Financial Information, and one (1) electronic copy of the Financial Information in a searchable PDF format on a flash drive. The Financial Information shall be clearly marked "FINANCIAL INFORMATION".

In the Proposals package, a separate, sealed envelope shall contain one (1) original (clearly marked as such) and ten (10) copies of the Fixed Rent, Percentage Rent, Fuel Rent, and Electric Vehicle Charging Rent, and one (1) electronic copy of the Fixed Rent, Percentage Rent, Fuel Rent, and Electric Vehicle Rent in a searchable PDF format on a flash drive. The Fixed Rent, Percentage Rent, Fuel Rent, and Electric Vehicle Rent envelope shall be clearly marked "REVENUE PROPOSAL".

Both the Qualifications and Proposals shall be accompanied by the transmittal letter described in Appendix F, Form 2: *Qualifications Transmittal Letter*, and Form 3: *Proposal Transmittal Letter*, herein. The original and all copies shall be bound separately. One (1) copy of the Transmittal form letter shall be signed by an official authorized to legally bind the Developer/Operator and shall be marked "ORIGINAL." A Developer/Operator's disclosure or distribution of its Qualifications and Proposals other than to the NHLC will be grounds for disqualification.

5.1 RFQ/RFP Inquiries

See RFQ/RFP 2025-08 for prior Draft, Comments, Responses, and Final RFQ/RFP for background information. There will be a very limited comment and response period for this RFQ/RFP 2025-08-A. All inquiries concerning this RFQ/RFP, including requests for clarification, shall be submitted via email to:

Patricia L. Peters, Esq.
Director of Administration
NHLC.RFP.Hampton@liquor.nh.gov

Ms. Peters shall be the Issuing Officer and single point of contact for this RFQ/RFP. Developer/Operators are required to submit questions via email on Form 1, *Developer/Operator Inquiry Form* included in Appendix F. Inquiries can be submitted at any time up until the date and time identified in Section 1.6: *Schedule*. The NHLC assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt. **Developer/Operators shall not contact the Issuing Officer by phone with any inquiries. Developer/Operators shall not contact the Issuing Officer after the close of the RFQ/RFP inquiry period**.

The NHLC intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the NHLC's discretion. The NHLC may consolidate or paraphrase questions for efficiency and clarity. The NHLC may, at its discretion, amend this RFQ/RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFQ/RFP shall not be binding upon the NHLC. Official responses by the NHLC will be made only in writing by posting on the NHLC website at https://gov.liquorandwineoutlets.com/public-notices/. Developer/Operators shall be responsible for reviewing updated information related to this RFQ/RFP before submitting Qualifications and Proposals.

All inquiries must be received by the RFQ/RFP Issuing Officer no later than the date and time identified in Section 1.6: *SCHEDULE*. Inquiries received later than the conclusion of the Developer/Operator Inquiry Period shall not be considered properly submitted and may not be considered.

5.2 Restriction of Contact with NHLC Employees

Except as authorized herein or by state law, it is strictly prohibited for the Developer/Operator and their representatives, agents, or affiliates to communicate about this RFQ/RFP, directly or indirectly, with any member of the Selection Committee, *NHLC employees, DAS employees, DOT employees, DOJ employees, DoIT personnel who support the NHLC or other vendors or consultants with the NHLC. This also includes HNTB and any identified members of the HNTB Team*. NHLC employees have been directed not to hold conferences or engage in discussions concerning this RFQ/RFP with any potential Developer/Operator during the selection process. Developer/Operators may be disqualified for violating this restriction on communications.

5.3 Validity of RFQ/RFP

Qualifications and Proposals are valid for one hundred and eighty (180) days following the deadline for submission of the RFQ/RFP in Section 1.6: *SCHEDULE*, or until the Effective Date of any resulting Professional Services Agreement, whichever is later.

5.4 RFQ/RFP Addendum

The NHLC reserves the right to amend this RFQ/RFP at its discretion, prior to the RFQ/RFP submission deadline. In the event of an addendum to this RFQ/RFP, the NHLC, at its sole discretion, may extend the RFQ/RFP submission deadline, as it deems appropriate.

5.5 Non-Collusion

The Developer/Operator's signature on a Qualifications and Proposal package submitted in response to this RFQ/RFP guarantees that the terms and conditions, and work quoted have been established without collusion with other Developer/Operators and without effort to preclude the NHLC from obtaining the best possible competition.

5.6 Property of the NHLC

All material received in response to this RFQ/RFP shall become the property of the State of New Hampshire and will not be returned to the RFQ/RFP respondent. Upon any eventual resulting Contract award, the NHLC reserves the right to use any information presented in any Qualifications and Proposals package.

5.7 Confidentiality of Qualifications and Proposals

Unless necessary for the approval of a contract, the substance of the Qualifications and Proposals must remain confidential until the Effective Date of any Contract resulting from this RFQ. A Developer/Operator's disclosure or distribution of Qualifications and Proposals other than to the NHLC will be grounds for disqualification.

5.8 Public Disclosure

In order to protect the integrity of the competitive selection process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to RFQ/RFPs, RFQs or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses.

In accordance with RSA 9-F:1, any contract and/or agreement entered into as a result of this RFQ/RFP will be made accessible to the public online via the website Transparent NH (http://www.nh.gov/transparentnh/). The content of each submission shall become public information upon the award of any resulting Contract. *Any information submitted as part of a response to this RFQ/RFP may be subject to public disclosure under RSA 91-A*. However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this RFQ/RFP should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL." A designation by the Broker of information it believes exempt does not have the effect of making such information exempt. The NHLC will determine the information it believes is properly exempt from disclosure. Marking of the entire submission or entire sections of the submission as confidential will neither be accepted nor honored. The NHLC will endeavor to maintain the confidentiality of portions of the submission that are clearly and properly marked confidential.

If a request is made to the NHLC to view portions of a submission that the Developer/Operator has properly and clearly marked confidential, the NHLC will notify the Developer/Operator of the request and of the date the NHLC plans to release the records. By responding to this RFQ/RFP, the Developer/Operator agrees that unless the Developer/Operator obtains a court order, at its sole expense, enjoining the release of the requested information, the NHLC may release the requested information on the date specified in the NHLC's notice without any liability to the Developer/Operator.

5.9 Non-Commitment

Notwithstanding any other provision of this RFQ/RFP, this RFQ/RFP does not commit the NHLC to award a Contract or enter into an agreement. The NHLC reserves the right, at its sole discretion, to reject any and all submissions, or any portions thereof, at any time; to cancel this RFQ/RFP; and to solicit new submissions under a new acquisition process.

5.10 Qualifications and Proposal Review

The NHLC reserves the right to waive minor or immaterial deviations from the RFQ/RFP requirements, if determined to be in the best interest of the NHLC; and omit any planned evaluation step if, in the NHLC's view, the step is not needed.

5.11 Preparation Cost

By responding to this RFQ/RFP, a Developer/Operator agrees that in no event shall the NHLC be either responsible for or held liable for any costs incurred by a Developer/Operator in the preparation of or in connection with the Submission, or for Work performed prior to the Effective Date of a resulting Contract.

5.12 Ethical Requirements

From the time this RFQ/RFP is published until a contract is awarded, no Developer/Operator shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFQ/RFP, or similar submission. Any Developer/Operator that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Broker that has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or that is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFQ/RFP, or similar request for submission and every such Developer/Operator shall be disqualified from bidding on any RFQ/RFP or similar request for submission issued by any state agency. A Developer/Operator that was disqualified under this section because of a pending criminal charge that is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except that in the case of annulment, the information shall be deleted from the list.

5.13 Required Ground Lease Contract Terms and Conditions

By submitting Qualifications and a Proposal, the Developer/Operator agrees that the Ground Lease Contract requirements and deliverables, contained in Appendix D, shall form the basis of any contract resulting from this RFP. In the event of any conflict between the NHLC's Ground Lease Contract and any portion of the Developer/Operator's Qualifications and Proposal, the NHLC's Ground Lease Contract shall take precedence and supersede any and all such conflicting terms and conditions contained in the Developer/Operator's Qualifications and Proposal.

5.14 Award

The NHLC plans to execute a Ground Lease Contract, as a result of this RFQ/RFP. The NHLC reserves the right, at its discretion, to award by item, part or portion of an item, group of items, or total Proposal. Ground Lease Contract requirements and deliverables are included in Appendix D.

If a Ground Lease Contract is awarded, the Developer/Operator must obtain written consent from the NHLC before any public announcement or news release is issued pertaining to any Ground Lease Contract award. Such permission, at a minimum, will be dependent upon approval of the Ground Lease Contract by Governor and Executive Council of the State of New Hampshire.

6. QUALIFICATIONS REQUIREMENTS AND DELIVERABLES

The RFQ process will allow the Selection Committee to evaluate potential Developer/ Operators against baseline criteria to determine if they should advance to the RFP process. Baseline criteria include:

- Developer/Operator Team and Key Staff qualifications and experience, including experience in development projects;
- Indication of sufficient financial strength to complete the project within the scheduled timeline;
- Project approach and high-level site development concept (conceptual layout, exterior liquor stores, and other property building sketches and elevations); and
- Acknowledgement of proposed Ground Lease Contract requirements and deliverables, contract terms, business operations, processes, target-market opportunities, and desired NHLC outcome

The Selection Committee will review each respondent's qualifications package and shortlist all respondents who meet the minimum scoring requirements to open the sealed Proposals. Qualifications scoring and minimum scoring requirements are identified in Section 6.4: *Qualifications Scoring and Selection Process*. Respondents that are shortlisted will be selected based upon qualifications, financial strength, Developer/Operator and/or Team or Key Staff experience, project approach and development concepts as defined in this RFQ/RFP. The Selection Committee reserves the right to reject any and all qualifications packages and cancel the RFQ/RFP, at its sole discretion, at any time.

6.1. QUALIFICATIONS FORMAT

Qualifications shall follow the following format:

- Qualifications shall be bound.
- Qualifications shall be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- Qualifications shall use Times New Roman font with a size of eleven (11). *Exceptions for paper and font sizes are permissible for: Graphical exhibits, including organization charts and site plans, may be printed on white paper with dimensions 11 inches by 17 inches.*
- Each page of the Qualifications shall include a page number and the number of total pages and identification of the Developer/Operator in the page footer. Each page shall be numbered consecutively within each Section (i.e., 1-1, 1-2…; 2-1, 2-2…; 3-1, 3-2…, etc.), and the page numbers shall be centered at the bottom of each page.
- Qualifications shall be printed double-sided. Each side of each page shall be considered one page.
- Tabs shall separate each section of the Qualifications.

6.2. QUALIFICATIONS ORGANIZATION

Qualifications shall adhere to the following outline and shall have a total page limit of fifteen (15) pages, excluding the items identified below as not applying to the page limit.

Section	Page Limit Applies? (Yes/No)
Cover Page	No
Transmittal Form Letter	No
Table of Contents	No
Section I: Project Understanding and Approach	Yes
Section II: Developer/Operator Team Qualifications and Experience	Yes
Section III: Site Concepts	No
Section IV: Mix and Intensity of Potential Uses	Yes
Section V: Resumes of Key Staff	No
Section VI: Financial Capacity	No
Section VII: Single Page acknowledging proposed process and desired NHLC outcome	No

6.3. QUALIFICATIONS CONTENT

Qualifications must contain the following:

Cover Page

The first page of the Developer/Operator's Qualifications must be a cover page containing the following text:

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION

REQUEST FOR QUALIFICATIONS
DEVELOPER/OPERATOR FOR
HAMPTON I-95 LIQUOR PROPERTIES
RFQ/RFP 2025-08-A

The cover page must also include the Developer/Operator's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

Transmittal Form Letter
The Developer/Operator must submit a hand-written or typed and signed transmittal form letter with their response using the Form 2, *Qualifications Transmittal Letter* provided in Appendix F. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes will result in Qualifications being rejected.

Table of Contents
The Developer/Operator must provide a table of contents with corresponding page numbers relating to its Qualifications. The table of contents must conform to the outline provided in Section 6.2: *Qualifications Organization*, but should provide detail, e.g., numbering, level of detail.

Section I: Project Understanding and Approach
Section I shall provide an overview of how the Developer/Operator will generally meet the details outlined in Section 1.6 *High Level Scope of Work/Services*, to this Request for Qualifications. Section I shall also provide an overview of the Developer/Operator's proposed approach to how the Service Areas will be designed, constructed, financed, operated, maintained, and products and services to be provided. Other factors that may be identified include opportunities to utilize local labor, vendors, and materials. Developer/Operators are encouraged to highlight those factors that they believe distinguish their Qualifications.

Section II: Developer/Operator Team Qualifications and Experience
Section II shall consist of two parts and provide the following:

- *Part I*: Corporate qualifications of all firms proposed to participate in the Project. Qualifications should identify role, major business area of the firm, and a high-level description of the firm's organization and staff size. Up to three (3) project descriptions with references shall be provided for each firm noting prior similar development projects, including those under a ground lease contract, completed within the past fifteen (15) years. At a minimum, the following firms should be identified in Part I:
    - Proposed Developer/Operator
    - Construction Contractor
    - Lead Design Engineer
    - Lead Architect
    - Facility Operations and Maintenance
    - Any other key firms included in the Developer/Operator's team

  Firms identified in this Qualifications package will not be allowed to be changed during this process without written notification to and approval from the NHLC.

  Project descriptions provided must be for projects completed in the last fifteen (15) years. Each project description should include:

- An overview of the Project covering type of client, objective, scope, role of the firm, and outcome;
- Project measures, including project costs or ground lease contract financials, proposed and actual project schedule;
- Names and contact information (name, title, address, current email and telephone number) for one or two references from the client; and
- Names and Project roles of individuals on the project team that are being proposed on the current Hampton Service Area project

- *Part II:* Identification of key staff proposed to participate in the Project. A summary of key staff roles, responsibilities, and depth of experience should be provided along with an organization chart depicting the Developer/Operator's Project Team. The chart should also recognize the NHLC as the owner of the property. At a minimum, the following key staff should be identified in Part II:
  - Proposer's Project Manager
  - Construction Manager
  - Lead Design Engineer
  - Lead Architect
  - Facility/Service Area Operations Manager

  Key staff identified in this Qualifications package will not be allowed to be changed during this process without written notification to and approval from the NHLC. Full resumes of key staff should not be included in Section II but in Section V: *Resumes*.

Section III: Site Concepts

In Section III, the Developer/Operator shall provide conceptual site concepts and exterior building sketches for both the Service Area and Liquor Buildings that demonstrate their ideas and plans for the Hampton Liquor Properties. The Developer/Operator must describe how the design concept's architecture conveys themes central to those embodied in NH's culture and history. The conceptual site plans should take into account constructability issues and utility constraints. The Developer/Operator shall provide a description of how the new Service Area facilities will incorporate locally or regionally branded and/or recognized food concepts and dining experiences. Locally or regionally branded or recognized food concepts means food products produced in or commonly associated with New Hampshire including, but not limited to, apples and apple products (apple cider, apple cider donuts), maple and maple products, and/or seafood. Although a Developer/Operator will not be disqualified because the Site Concept incorporates a nationally branded or franchised dining experience, the NHLC highly disfavors incorporating these into the Site Concept. The NHLC prefers locally or regionally branded and/or recognized dining experiences in the Service Area.

Developer/Operator shall provide plans at suitable scale and detail so that a clear understanding of site concepts can be understood. Plans shall follow size requirements as identified in Section 6.2: *Qualifications Format*.

Section IV: Mix and Intensity of Potential Uses
The Developer/Operator shall identify a proposed mix and intensity of potential uses in Section IV that are consistent with the proposed site concepts. This section shall also include a narrative on why and how the proposed uses will be complimentary to the presence of the proposed liquor and wine outlets.

Section V: Resumes
Full resumes shall be provided in Section V for all key staff identified in Section II. Resumes shall be a maximum of two pages.

Section VI: Financial Information (to be provided in a separate, sealed envelope)
Section VI must demonstrate the Developer/Operator financial capacity to finance the re-development of the Hampton Liquor sites, and to operate and maintain the facilities, including funding all construction, improvements, and maintenance requirements. To demonstrate financial capacity, the Developer/Operator shall provide the following information:

- Overview of Developer/Operator's corporate and financial structure(s);
- Two (2) most recent audited/reviewed financial statements for all Developer/Operator affiliated companies;
- Disclosure of all pending or resolved litigation within the past fifteen (15) years for all major Developer/Operator affiliated companies involved with funding, construction, and on-going maintenance;
- Initial funding sources and terms;
- Current document(s) identifying sufficient capital to construct the project. Such document(s) must include either a letter of credit from a reputable lending institution and/or a statement detailing sufficient capital on hand specifically for this project in a form satisfactory to the NHLC;
- All covenants or liens on assets and debts; and
- Detail of financial strength to demonstrate the feasibility and timeliness for the construction of this project and ongoing maintenance and operation of the facilities, including all bonding and insurance requirements.

If audited financial statements are not available for an entity, the Developer/Operator must provide unaudited financial statements that are certified as true, correct, and complete by the senior financial officer of the entity along with an explanation as to why audited financials are not available. For any submitting entity that does not have independent financial statements, the Qualifications must include a statement signed by an authorized

representative of the entity explaining why such financial statements are not available and providing sufficient and timely financial information for a third party to determine that it has the financial resources to successfully execute a project of this nature and scope. This situation may include a Corporation or Team formed for this project who can provide individual financial statements but not audited or third party financial statements for the Corporation or Team. Sufficiency of alternate information is at the sole discretion of the NHLC; a letter or affidavit without financial information will not be sufficient.

Following the review of the financial documents provided, the NHLC reserves the right to request additional financial documentation from the Developer/Operator.

Failure to provide adequate or detailed financial information as described above in the Qualifications will result in disqualification. The NHLC intends to conduct a detailed review of the financial information, including background checks on the information provided, and assess the capacity that the proposed Developer/Operator has to complete the project.

Section VII: Proposed Process and Desired NHLC Outcome
The Developer/Operator shall acknowledge in writing in Section VII the proposed RFQ and RFP selection process, as well as acknowledge the desired NHLC outcome as indicated by the various goals and criteria identified throughout this RFQ/RFP.

6.4. QUALIFICATIONS SCORING AND SELECTION PROCESS

The Selection Committee will use a scoring scale of 100 points, which shall be applied to the qualifications as a whole. The maximum points awarded by category and subcategory are shown in the following table:

Hampton Liquor Properties - RFQ Criteria and Scoring

CATEGORY	POINTS
QUALIFICATIONS AND EXPERIENCE	35 Total
Developer/Operator's experience in similar projects	
Team members' experience in similar projects	
Key staff qualifications	
PROJECT APPROACH AND SITE CONCEPTS	65 Total
Project approach and understanding	
Mix and intensity of potential site uses	

Conceptual site plans with a focus on public amenities and environmental education and/or mitigation	
TOTAL POTENTIAL MAXIMUM POINTS	**100**

Financial strength and acknowledgement as outlined in Sections VI and VII will be considered pass/fail by the Selection Committee described in Section 4. A pass shall only be issued if all requested information is provided with sufficient detail as noted in Section VI: *Financial Information*. Developer/Operator Qualifications that have failed Sections VI and/or VII shall be disqualified and their Qualifications shall not be scored.

The remaining Qualifications will be evaluated by the Selection Committee. The Selection Committee will review and evaluate all conforming submissions according to the requirements identified in Section 6: *Qualifications Requirements and Deliverables* herein.

Developer/Operator qualifications shall be considered conforming and responsive provided that the information is submitted within the allowed time periods and contains all requested information as specified. In making its evaluation and selection, the Selection Committee will rely on the information submitted by the Developer/Operators in the qualifications and proposal packages.

The Selection Committee will review and score each respondent's qualifications package and will qualify the top five (5) scored Developer/Operators. Proposals submitted by the five (5) qualified Developer/Operators will be opened. The Selection Committee will reserve the right to reject any and all Qualification Packages and cancel, at its sole discretion the RFQ. Developer/Operators who have not been qualified will be notified within 24 hours of Qualifications scoring being completed and their Proposals will not be opened.

Written acknowledgement of the proposed process and desired NHLC outcome must be provided as outlined in Section 6.3: *Qualifications Content*. Financial information shall also include acknowledgement of the requirements identified in Section D-9; Construction Requirements.

7. PROPOSAL REQUIREMENTS AND DELIVERABLES

The Proposal process will allow qualified Developer/Operators to provide further detail of their proposed approach to developing the Service Area properties as part of a Ground Lease Contract. The Proposal will include additional information that the respondents will need to provide to in their detailed proposals. Detailed criteria to be considered includes, but is not limited to, the following:

- Construction schedule and committed undertakings;
- Proposed operational model and processes;
- Approach to redeveloping the properties with the least amount of disruption to NHLC operations;
- Overall concepts, including appearance, design, vendors, site layout, sustainability, environmental footprint, and ability to utilize New Hampshire-based vendors, businesses, and/or materials;
- Understanding of required NHLC building size, layout, materials, and operational requirements;
- The Developer/Operator must expand sewage capacity to the Service Area through a connection to the Town of Hampton's utility system. In designing the sewage connection, the Developer/Operator must also provide for a way for the Town of Hampton tie-in to the expanded system.
- Quality, functionality, and visual appeal of proposed interior and exterior design concept that reflects New Hampshire's unique history, culture, geography, and other visual aesthetics that are emblematic of the State's tourism appeal;
- Innovation related to architectural, engineering, or other aspects of the building and site properties, including sustainability and energy efficiency;
- Prior safety records of the Developer/Operator and its Team;
- Construction, operation, and maintenance record on other similar development projects;
- Acceptance of proposed contract terms;
- Staffing plan that demonstrates ability of Developer/Operator to meet level of operations and maintenance required;
- Variety of services, and proven stability and experience of the concepts and tenants providing services at similar types of location;
- Proposed customer service feedback approach and marketing strategy; and
- Developer/Operator proposed strategy to deal with growth and demand for new products and services

NHLC reserves the right to provide additional selection criteria in the RFP.

The Selection Committee will review Proposals and develop initial scores for each respondent. Each Developer /Operators whose Proposal is reviewed will be interviewed by the Selection Committee, which will provide the opportunity for the prospective Developer/Operator to more fully describe their project approach and key aspects of their proposal.

The Selection Committee, at its sole discretion, reserves the right to ask for clarifications or additional information from each Developer/Operator, prior to or following the interviews. In

addition, the Selection Committee, at its sole discretion, reserves the right to request a Best and Final Offer (BAFO) of each Proposer following the interviews.

If requested to submit a BAFO, Developer/Operator will need to consider any issues or concerns raised during the pre-and post-interview process, and make changes deemed viable to their original proposal in their BAFO. The Selection Committee will then determine which Proposal, if any, best helps the NHLC achieve its goals as described in the RFP and make recommendation to the Long-Range Capital Planning and Utilization Committee and Governor and Executive Council.

7.1 PROPOSAL FORMAT

Proposals shall follow the following format:

- Proposals shall be bound.
- Proposals shall be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- Proposals shall use Times New Roman font with a size of eleven (11). *Exceptions for paper and font sizes are permissible for: Graphical exhibits, including organization charts and site plans, may be printed on white paper with dimensions 11 inches by 17 inches, and plans which may be printed on paper with dimensions no greater than 22 inches by 34 inches to accommodate desired scales for building and site plans.*
- Each page of the Proposals shall include a page number and the number of total pages and identification of the Developer/Operator in the page footer. Each page shall be numbered consecutively within each Section (i.e., 1-1, 1-2…; 2-1, 2-2…; 3-1, 3-2…, etc.), and the page numbers shall be centered at the bottom of each page.
- Proposals shall be printed double-sided. Each side of each page shall be considered one page.
- Tabs shall separate each section of the Proposals.

The NHLC reserves the right to waive minor deficiencies as it sees fit.

7.2. PROPOSAL ORGANIZATION

Proposals shall adhere to the following outline and shall have a total page limit of seventy-five (75) pages, excluding the items identified below as not applying to the page limit.

Technical Proposal Page Limit Applicability

Section	Page Limit Applies? (Yes/No)
Cover Page	No
Transmittal Form Letter	No
Table of Contents	No
Section I: Executive Summary	Yes
Section II: Glossary of Terms and Abbreviations	Yes
Section III: Responses to Required Details of the Proposal	Yes
Section IV: Conceptual Plans	Yes
Section V: Response to Ground Lease Contract Requirements and Deliverables	Yes
Section VI: Detailed Schedule	No

Revenue Proposal (in separate, sealed envelope)

Section	Page Limit Applies? (Yes/No)
Section VII: Revenue Proposal (completed *Forms 5-8 in Appendix F*)	No

Section VI: Revenue Proposal shall be provided in a separate sealed enveloped as identified in Section 7.3: *Proposal Content*.

7.3. PROPOSAL CONTENT

Proposals must contain the following:

Cover Page

The first page of the Developer/Operator's Proposals must be a cover page containing the following text:

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION
REQUEST FOR PROPOSALS
DEVELOPER/OPERATOR FOR HAMPTON I-95 LIQUOR PROPERTIES

The cover page must also include the Developer/Operator's name, contact person, contact telephone number, address, city, NHLC, zip code, fax number, and email address.

Transmittal Form Letter
The Developer/Operator must submit a hand-written or typed and signed transmittal form letter with their response using the Form 3, *Proposal Transmittal Letter* provided in Appendix F. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes will result in Proposals being rejected.

Table of Contents
The Developer/Operator must provide a table of contents with corresponding page numbers relating to its Proposals. The table of contents must conform to the outline provided in Section 7.2: *PROPOSAL ORGANIZATION*, but should provide detail, e.g., numbering, level of detail.

Section I: Executive Summary
The Executive Summary shall identify how the Developer/Operator satisfies the requirements as described in Appendix D: *Ground Lease Contract Requirements*, to this Request for Proposals. The executive summary will also provide an overview of the Developer/Operator's proposed Service Areas, experience in developing and operating similar facilities, as well as proposed products and services. Developer/Operators are encouraged to highlight those factors that they believe distinguish their Proposal.

Section II: Glossary of Terms and Abbreviations
The Developer/Operator must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

Section III: Responses to Required Details of the Proposal
The Developer/Operator shall provide written responses to each of the required details of the Proposal as identified in Appendix B. The Developer/Operator shall provide detailed, development concepts for the proposed Hampton NB and SB Service Area properties (similar to a 30% design) and include narrative responses describing the Development Plans and Concepts and Project Management topics defined for this RFP. Appendix B: *Development Concepts and Narrative Responses* is organized into sections, which correspond to the different deliverables of the Proposal. Discussion of each topic must begin on a new page.

Section IV: Conceptual Plans
As identified in Appendix B, the Proposal shall include conceptual building plans, interior and exterior renderings, site plans, and other conceptual drawings that help to clearly demonstrate the engineering and architectural appearance proposed for these facilities. This shall include both the Liquor Store buildings and Service Area Buildings.

Use of overlays on aerial photos is encouraged to identify the major features of the proposed new construction.

Section V. Ground Lease Requirements
Ground Lease Contract Development requirements are provided in Appendix D: *Ground Lease Contract Requirements* included in this RFP. Using Form 4; *Requirements and Deliverables – Developer/Operator Response Checklist* in Appendix F, the Developer/ Operator must document the ability to meet the requirements and deliverables of this RFP in this section.

Section VI: Detailed Schedule
Developer/Operator shall submit a single page, detailed schedule for both the design and construction of the northbound and southbound service areas that demonstrate the ability of the Developer/Operators team to meet the desired schedule as outlined in Section 1.6 Schedule. One page for each service area shall be provided.

Section VII: Revenue Proposal (To be provided in a separate, sealed envelope)
Revenue Proposals shall contain a written list of all assumptions, including capital and annual maintenance or other costs, the Developer/Operator relied upon as a basis for each revenue projection. No alternates to the Revenue Proposal shall be included in the Revenue Proposal. All rent payments (total of Annual Rent Payment and Fuel Rent) shall be converted to Net Present Value (NPV) to provide a fair comparison of Revenue Proposals. At the discretion of the NHLC, Revenue Proposals may be altered with the selected vendor when negotiating the Ground Lease Contract.

The Revenue Proposal must include all information identified in Appendix C:*Revenue Proposal* and the following forms provided in Appendix H: *Forms*:

Form 5: *Fixed Rent Worksheet* and any discussion necessary to ensure understanding of data provided.

Form 6: *Percentage Rent Worksheet* and any discussion necessary to ensure understanding of data provided.

Form 7*: Fuel Rent Worksheet* and any discussion necessary to ensure understanding of data provided.

Form 8: *Electric Vehicle Charging Rent Worksheet* and any discussion necessary to endure understanding of data provided.

7.4. PROPOSAL EVALUATION PROCESS

Scoring
The NHLC will use a scoring scale of 100 points, which shall be applied to the Proposal as a whole.

The maximum points that will be awarded are shown in the following table:

CATEGORIES	POINTS
TECHNICAL PROPOSAL MAXIMUM POINTS (Appendix B)	**65**
Developer/Operator Development Concept and Narrative Responses	
Development Concepts and Description	
Facilities Management Plan Narratives	
Operation and Maintenance Topic Narratives	
Project Management Plan Narratives	
REVENUE PROPOSAL POTENTIAL MAXIMUM POINTS (Appendix C)	**35**
Fixed Rent Score	
Percentage Rent Score	
Fuel Rent Score	
Electric Vehicle Charging Rent Score	
TOTAL POTENTIAL MAXIMUM POINTS	**100**

Rights of the NHLC in Evaluating Proposals

The NHLC reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in the NHLC's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and,
- Open Ground Lease Contract discussions with the next successive highest scoring Developer/Operator, if the NHLC is unable to reach an agreement on Ground Lease Contract terms with the highest scoring Developer/Operator.

Planned Evaluations
The NHLC plans to use the following process at its discretion:

- Initial screening;
- Preliminary evaluation of the Proposals and reference and background checks;
- Oral interviews and product demonstrations;
- Final evaluation of Proposals.

Initial Screening
The NHLC will conduct an initial screening step to verify Developer/Operator compliance with submission requirements and to confirm that the Proposal satisfies the following:

- The Proposal is date and time stamped before the deadline.
- The Developer/Operator has sent the required number of copies.
- The original version of the proposal is marked "ORIGINAL" and the copies are marked "COPY".
- The original proposal includes a signed transmittal letter accepting all terms and conditions of the RFP without exception.

A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration. The NHLC may waive minor defects in Proposals as it sees fit.

Preliminary Evaluation of Proposals and Reference and Background Checks
The NHLC will establish an evaluation team to evaluate Proposals, conduct reference checks, and background checks. Each qualifying proposal will be evaluated and a preliminary scoring developed in accordance with the provision of Section 7.4 of this RFP.

Oral Interviews
Preliminary scores from the evaluation of the Proposals will be used to select Developer/Operators to invite to oral interviews.

The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Developer/Operators are prohibited from altering the basic substance of their Proposals during the oral interviews.

For each invited Developer/Operator, the oral interview will be scheduled according to the *Schedule,* Section 1.6, herein. Specific oral interview criteria will be provided at the time oral interviews are announced. A structured agenda will be used for oral interviews to ensure standard coverage of each invited Developer/Operator. Information gained from oral interviews will be used to refine scores assigned from the initial review of the Proposals. No mention of the Developer/Operators Revenue Proposal shall be made during the Oral Interviews or included in any leave behind materials.

Proposal Evaluations
The NHLC will select a Developer/Operator based upon the criteria and standards contained in this RFP and by applying the following weightings. Oral interviews and reference checks will be used to refine and finalize preliminary scores.

Calculation of Technical Proposal Scores
The Developer/Operator's Technical Proposal will be allocated a maximum score of 65 points. In the Technical Evaluation, the Developer/Operators will be evaluated based on the criteria outlined in Sections 7.3, including the four (4) sub-factor narratives outlined in Appendix B on:

Development Concept Topics; Facilities Management Plan Topics; Operations and Maintenance Requirements Topics; and Project Management Topics. Actual evaluator scores, based on the potential maximum points shown in the Section 7.4 - *Scoring,* will be added for a total of Technical points for each Developer/Operator and then the Technical points for each Developer/ Operator will be divided by the number of evaluators to determine the Technical Score for each Developer/ Operator.

Scoring the Developer/Operator Revenue Proposal

The Developer/Operator's revenue proposal will be allocated a maximum score of 35 points. The NHLC will consider both Fixed Rent, Percentage Rent, Fuel Rent, and Electric Vehicle Charging Rent based on information provided in Appendix C – *Revenue Proposal* and Appendix F, Form 5 *Fixed Rent Worksheet*, Form 6, *Percentage Rent Worksheet,* Form 7, *Fuel Rent worksheet,* and Form 8*, Electric Vehicle Charging Rent worksheet.* Revenue information required in a Proposal is intended to provide a sound basis for comparing costs.

All rent payments (total of Annual Rent Payment and Fuel Rent) shall be converted to Net Present Value (NPV) to provide a fair comparison of Revenue Proposals. NPV calculations must be made based on a 3% annual interest rate. State will confirm calculations of NPV amounts provided on the forms in Appendix F – Form 5 Fixed Rent Worksheet, Form 6: Percent Rent Worksheet, Form 7: Fuel Rent Worksheet, and Form 8: Electric Vehicle Charging Rent Worksheet. In the event of a discrepancy in NPV calculations, the State will use the proposed values to conduct the NPV using a 3% annual interest rate.

All estimated rent values, either from gross sales percentages or estimated fuel sales should take into consideration site feasibility and shall include enough supporting information to justify rent identified.

Final Evaluation

After the oral presentations and review of the Revenue Proposals, the NHLC will perform final evaluations as a culmination of the entire process of reviewing Developer/Operator Proposals and information gathering. The preliminary scoring of the Technical Proposal will be updated (increased or decreased) based upon each Developer/Operator's oral presentation. The final Revenue Proposal scores shall then be added to the Technical Proposal scores to determine a final scoring for the Proposals. The NHLC will make a preliminary determination of award based upon the highest score out of possible 100 points. The NHLC reserves the right to conduct site visits to any identified Developer/Operator locations provided

APPENDIX A: BACKGROUND INFORMATION

A-1 NEW HAMPSHIRE LIQUOR COMMISSION

In New Hampshire, the NHLC regulates the alcoholic beverage business and is also a wholesaler and retailer of wines and spirits. The NHLC operates 65 retail stores throughout New Hampshire, through which the NHLC sells wines and spirits to both

consumers and NHLC licensees. Off-premises licensees, such as grocery or convenience stores, purchase wines from the NHLC to sell at retail. On-premises licensees, such as restaurants, purchase wines and spirits from the NHLC to sell to patrons at their establishments.

In Fiscal Year 2023, NHLC's annual gross sales were $756.7 million and net profits were $165.0 million. As a NHLC agency, the NHLC transferred $146.6 million to the NHLC General Fund, $11.5 million to the Alcohol Abuse Prevention and Treatment Fund, and $7.2 million to the Granite Advantage Health Care Trust Fund. The NHLC is a significant retail draw with 50% of its customers originating from outside the NHLC. It is known for its extensive offering of wine and spirits and large store selection. The NHLC operates the largest retail chain of wine and spirits in New England.

Pursuant to NH RSA 176:3 the NHLC is statutorily obligated to optimize profitability, maintain proper controls, assume responsibility for effective and efficient operations, and provide service to all customers.

A-2 PROPERTY DESCRIPTION

The properties are located on the New Hampshire Seacoast approximately 5 miles south of Portsmouth and 45 miles north of Boston. Major highways in the region include Interstate 95 and 495, US Route 1, and New Hampshire Routes 16 (Route 16) and 101. The two properties owned by NHLC consist of 64+/- acres on the southbound side of Interstate 95 and 24+/- acres on the northbound side. Both properties abut the Taylor River and lie south of Towle Farm Road, which crosses the highway to the north. Both parcels contain wetland areas and are impacted by wetland setbacks, flood hazard zones, and other restrictions, including a recently modified conservation easement on the northbound site. Engineering analysis indicates that the net land areas not included in the conservation easement total approximately 21.83 acres on the northbound site and 12.5 acres on the southbound site. Existing site plans, conservation easement documents, and other relevant information are available and can be obtained as identified in Appendix G: *Reference Documents*.

The NHLC currently owns and maintains existing liquor and wine outlets on these properties in Hampton, NH, which are accessed directly via Interstate 95 northbound and southbound. These stores occupy parcels owned by the NHLC that are 64+/- acres in size northbound and 24+/- acres in size southbound. Although portions of both sites are impacted by wetlands or other restrictions including a recently modified conservation easement that allows area for additional development on the northbound site, there is substantial undeveloped area remaining on both sites, estimated to incorporate up to 120,000+/- square feet of appropriate uses in addition to a new 22,000+ square foot liquor outlets on each site, owned by the NHLC. The NHLC has owned the northbound and southbound parcels since 1992 and 1981, respectively. See Figure 1 below.

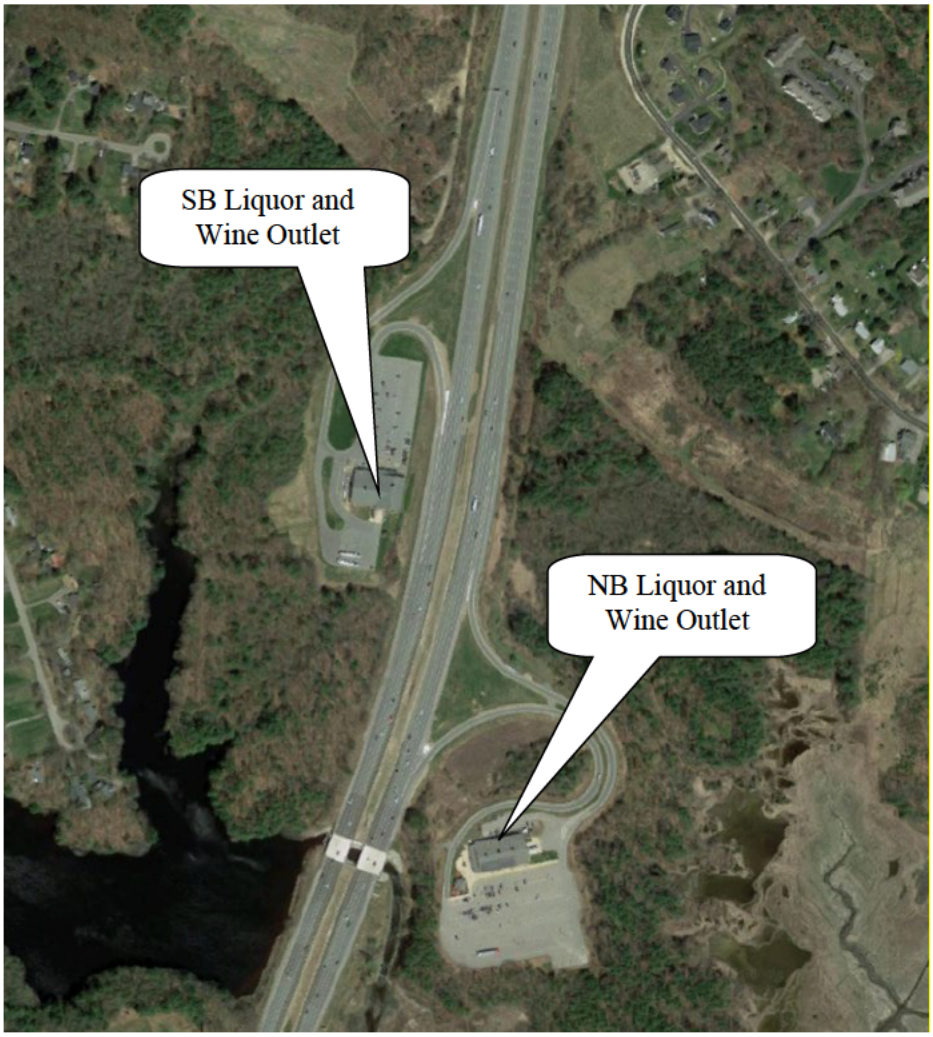

Figure 1 – Northbound and Southbound Hampton Liquor Store Locations

APPENDIX B: DEVELOPMENT CONCEPTS AND NARRATIVE RESPONSES (65 points)

Sections B-1 through B-5 below describes the required responses to Section 7.3 *Proposal Content*, of the RFQ/RFP.

B-1 GENERAL APPROACH TO DESIGN AND CONSTRUCTION

The NHLC is interested in assuring that the development of the Service Areas is undertaken with the patron in mind, and that the experience of using the Service Areas leaves a positive impression on millions of patrons and motorists traveling on Interstate 95 through this area each year. The facilities' architecture must convey themes central to those embodied in NH's culture, history, and visual aesthetics that are emblematic of the State's tourism appeal. The facilities must be maintained at the level typical of quality dining destinations and/or at a level typical of Class A commercial property. The Service Areas must provide such essential services as fueling for cars; rest room facilities; visitor information center (to be operated by the State); car, truck, and bus parking; take out and seated food services; drive-thru facilities; a convenience store; and wireless internet. The provision of amenities and services provided at the Service Area are expected to be fully compliant with all applicable policies, procedures, laws, regulations, and codes applicable to this project.

The Developer/Operator is to include a written description of its overall approach to the design and construction of the Service Areas. The Developer/Operator is to describe methods for minimizing construction time, maximizing cost effectiveness, and avoiding delays that would result in the inconvenience to patrons and failure to meet the schedule proposed. The Developer/Operator must describe its approach to assuring quality, cleanliness, and promoting safety. The Developer/Operator should include unique techniques or approaches used on other design/build projects that have resulted in the completion of the projects on time, on budget, and with a high level of satisfaction from the ultimate Owner.

Additionally, the NHLC is interested in the Developer/Operator's approach to expansion and the maximization of customer services should increased capacity be required. Proposers are requested to provide innovative ideas on how to maximize capacity during peak usage periods. The Developer/Operator is also requested to consider innovative approaches in design that allows for temporary increased customer capacity to meet periods of extraordinary demand, such as holidays and peak tourism periods. The required elements and construction performance specifications for the Service Areas are defined in Appendix E of this RFP and are further described in Appendix D, Appendix F-Form 4, and Appendix G – Reference Documents.

Conceptual Plans

The Proposal shall include conceptual plans, interior and exterior renditions, and other conceptual drawings that help to clearly demonstrate the engineering and architectural approach proposed for these facilities. All conceptual plans shall be provided by the Developer Operator in Section IV: *Conceptual Plans* of the Proposal, as outlined in Section 7.3. This information

should be developed in a manner that easily conveys the concepts to the Selection Committee. The Proposal is to provide sufficient detail of the Service Areas and the interior and exterior features to allow the Selection Committee to evaluate the innovative approach to the overall design and the unique features of the interior and exterior surfaces that convey and satisfy the goals of the project. The conceptual layout must include all the features and amenities required of the Service Areas, including, but not limited to parking, fueling lanes, buildings, restrooms, retail and commercial spaces, and all other public and non-public areas required to properly meeting the requirements of this RFP. An aerial photo may be used to provide the existing conditions and it may be over-drafted to clearly identify the major features of the proposed new construction. Potential future construction such as additional parking may be indicated on the site plan as well. The NHLC may use the information provided by the successful Developer/Operator as a way of demonstrating the future design of the Service Areas until such time that the Developer/Operator develops more detailed information. The following sections define the specific submissions to be included in this RFP.

The floor plans must show the major dimensions of the rooms which would include the labeling of each room, hallway, mechanical rooms, and etc. Loading docks, dry storage, and freezer/cold storage must also be labeled. Public and private entrances must be indicated. Additional data that might be used to better understand the Proposal should be included on the building plans.

- Color- rendered exterior elevations of all buildings must be provided.

- The elevation views must show all sides of the buildings and indicate all major features. The features must be labeled in a manner that clearly indicates and describes the type of materials that are featured on the renderings. The types of materials or brand including the level of quality must either be shown or listed on a separate table that indicates the materials and equipment.

- Color-rendered interior elevations of all buildings must be provided.

- The interior elevations must show major features of the interior finishes such as floor coverings and walls. Like the exterior renderings the features and materials must be labeled or listed in detail on a separate sheet.

B-2 DEVELOPMENT CONCEPT TOPICS

This subsection provides a series of topics related to the Development Concept of the Project that the Selection Committee will consider in selecting the Developer/Operator.

Topic 1: Service Area Concept – The Selection Committee will evaluate the development concept for brand recognition, variety and feasability to meet the broad needs of the Service Area users as described in the General Approach Section of Appendix B. The Developer/Operator shall provide a description of how the new Service Area facilities will incorporate locally or regionally branded and/or recognized food concepts and dining experiences. Locally or regionally branded or recognized food concepts means food products produced in or commonly associated with New Hampshire

including, but not limited to, apples and apple products (apple cider, apple cider donuts), maple and maple products, and/or seafood. Although a Developer/Operator will not be disqualified because the Site Concept incorporates a nationally branded or franchised dining experience, the NHLC highly disfavors incorporating these into the Site Concept. The NHLC prefers locally or regionally branded and/or recognized dining experiences in the Service Area.

Topic 2: **Development Plans** – The Selection Committee will evaluate the Developer/Operator's plans, including northbound and southbound site plans at 1"=40' scale, building floor plans and elevations at 1/8"=1' scale, and Outline Specifications for construction elements, for development including Developer/Operator's plan for maintenance and protection of existing Liquor and Wine Outlet operations during construction of new Service Area, Liquor and Wine Outlets, and site improvements.

Topic 3: **Sustainability and Energy Performance –** The Selection Committee will evaluate the Developer/Operator's incorporation of sustainable design and energy efficiency in the development concept. Developer/Operator must consider the use of EV Charging and solar arrays when addressing this topic.

Topic 4: **Local Employment** – The Selection Committee will evaluate the Developer/Operators approach to maximizing local employment on this project, both during construction and following completion of the Service Areas.

Topic 5: **Considerations for Community Development –** The Selection Committee will evaluate the Developer/Operator's approach to communicating with and addressing community comment and concerns both during construction and operation of the Service Areas.

Topic 6: **Technology –** The Selection Committee will evalute the Developer/Operator's use of technology to meet the requirements of the RFQ/RFP including the use of innovative technology features use to enhance the user experience.

Topic 7: **New Hampshire theme –** All development and design concepts shall incorporate a New Hampshire theme that reflects the State's unique history, culture, geography and other visual aesthetics that are emblematic of its tourism appeal. Such themes shall include elements of traditional New Hampshire branding and/or culture such as "Granite NHLC" and be truly "New Hampshire". –Refer to the BEA's website at www.visitnh.gov for information on promoting New Hampshire.

Topic 8: **New Hampshire Liquor Commission** – The Selection Committee will evaluate the Developer/Operator's approach to incorporation of a liquor and wine outlet into each Service Area development plan. The plan will be evaluated for conformance to the layout and functional features depicted in the sample plans for a New Hampshire Liquor and Wine Outlet (included in Appendix G: *Reference Documents*). Proposals will also be evaluated for

their ability to optimize public and employee liquor store parking during the construction of each Service Area.

Topic 9: Marketing Strategy – The Selection Committee will evaluate the Developer/Operator's approach to marketing and promoting the Service Areas. Marketing strategy shall also include approach to working with the NHLC and other State agencies to allow the State to brand these stores and locations consistent with State branding standards.

Topic 10: **Growth Strategy** - The Selection Committee will evaluate the Developer/Operators proposed strategy to deal with future growth and demand for new products, services, and technology.

B-3 FACILITIES MANAGEMENT PLAN TOPICS

This subsection provides a series of topics related to the facilities management plan of the Project that the NHLC will consider in selecting the Developer/Operator.

Topic 11: Goals of the Plan – The Selection Committee will evaluate the goals for their focus maintaining NHLC of the art systems and functionality throughout the life of the lease.

Topic 12: Plan Content – The Selection Committee will evaluate the plan for breadth and comprehensiveness in addressing all facility elements defined in the RFQ/RFP.

Topic 13: Specific Requirements – The Selection Committee will evaluate the plan's ability to meet the specific requirements of the RFQ/RFP.

B-4 OPERATION AND MAINTENANCE REQUIREMENT TOPICS

This subsection provides a topic related to the operation and maintenance requirements of the Project that the NHLC will consider in selecting the Developer/Operator.

Topic 14: Operations and Maintenance Requirements – The Selection Committee will evaluate the Operations and Maintenance (O&M) plan's ability to meet the specific requirements of the RFQ/RFP.

B-5 PROJECT MANAGEMENT TOPICS

This subsection provides a series of topics related to management of the Project that the Selection Committee will consider in selecting the Developer/Operator.

Topic 15: Status Meetings and Reports

The NHLC believes that effective reporting through meetings and written reports is essential to project success. At a minimum, the NHLC expects the following:

- Introductory Meeting: Participants will include key Developer/Operator staff and NHLC project leaders from the NHLC. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

- Kickoff Meeting: Participants will include the NHLC, the Developer/Operator Project teams, and the Town of Hampton. This meeting is to establish a sound foundation for activities that will follow.
- Pre-Construction Meetings. This meeting will occur prior to construction at each site to establish the overall construction schedule and activities. Participants will include the NHLC and the Developer/Operator Project teams, as well as the Town of Hampton.
- Status Meetings: Participants will include Project leaders from the Developer/Operator and the NHLC. These meetings, which will be conducted at least monthly, will address overall Project status and any additional topics needed to remain on schedule. A status report from the Developer/Operator will serve as the basis for discussion.
- Special Meetings: Need may arise for a special meeting with NHLC leaders or Project stakeholders to address specific issues.

The NHLC expects the Developer/Operator to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Project Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Developer/Operator responsibility.

Developer/Operator shall submit reports in accordance with the Schedule and terms of the Ground Lease Contract. All reports shall be prepared in formats approved by the NHLC. The Developer/Operator's Project Manager shall assist the NHLC's Project Manager, or itself produce reports related to Project Management as reasonably requested by the NHLC. Developer/Operator shall produce Project status reports, which shall contain, at a minimum, the following:

a. Project status as it relates to Project Work Plan
b. Deliverables status
c. Accomplishments during weeks being reported
d. Planned activities for the upcoming four (4) week period
e. Future activities
f. Issues and concerns requiring resolution
g. Report and remedies in case of falling behind schedule

Describe the process that will be employed. Be sure to cover the following:

- Timing, duration, recommended participants and agenda for the kickoff meeting;
- Frequency and standard agenda items for status meetings;
- Availability for special meetings; and,
- Agenda for the exit meeting.

As an appendix, provide an example of status reports prepared for another Project. Names of the Project and of any individuals involved may be removed.

Topic 16: Risk and Issue Management

Provide proposed methodologies for risk and issue management. Discuss NHLC and Developer/Operator responsibilities. The NHLC seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the NHLC can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on NHLC actions. Escalation procedures will be defined in a Ground Lease Contract between the NHLC and the Developer/Operator.

Topic 17: Quality Assurance Approach

Describe the methodology that will be employed to assure high quality service offerings to the traveling public. Discussion should include, but not limited to, provision for NHLC input in quality reviews and the standard for Developer/Operator internal review of service offerings.

Topic 18: Project Work Plan

The NHLC sees a Project Work Plan as essential to reaching a comprehensive agreement with a Developer/Operator. Consequently, the NHLC will seek to refine the proposed Project Work Plan during the Ground Lease Contract.

- Provide a preliminary Project Work Plan depicting tasks, task dependencies, schedule, milestones and deliverables. Define proposed deliverables. Include sufficient detail that the NHLC will be able to identify departures from the plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Project Work Plan. Identify and discuss the following:

  - ✓ All assumptions upon which the Project Work Plan is based;
  - ✓ Descriptions of recommended roles by activity and time required for both NHLC and Developer/Operator members of the Project Team;
  - ✓ Assignments of members of the Developer/Operator's team identified by role to specific tasks; and
  - ✓ Critical success factors for the Project.

Discuss how this Project Work Plan will be used and NHLC access to plan details, including resource allocation. Also, discuss frequency for updating the plan, at a minimum once every two weeks, and for every status meeting. Explain how the NHLC will know whether the Project is on schedule.

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APPENDIX C: REVENUE PROPOSAL (35 points)

Revenue Proposals shall contain a written list of all assumptions, including capital and annual maintenance or other costs, the Developer/Operator relied upon as a basis for each revenue projection. A Developer/Operator's revenue proposal must be entered on the forms included in Appendix F, Forms 5, 6, 7, and 8.

C-1 FIXED RENT

The Developer/Operator must identify the annual Fixed Rent to be paid to the NHLC for each year under the Ground Lease Contract.

The northbound Service Area shall be operational and Fixed Rent shall begin on June 15, 2028.

The southbound Service Area shall be operational and Fixed Rent shall begin on December 15, 2028.

The Developer/Operator's Fixed Rent shall be defined for each year of the Ground Lease Contract and submitted on Form 5 in Appendix F.

C-2 PERCENTAGE RENT

Developer/Operator Percent Rent rate shall be defined for each year of the Ground Lease Contract and submitted on Form 6 in Appendix F. Percentage Rent shall be defined for each 5-year period during the term of the Ground Lease Contract.

C-3 FUEL RENT

The Developer/Operator, if proposing a self-service automobile fueling station at the northbound and/or southbound sites shall provide the mark up over the NHLC and federal fuel taxes for all grades of fuel (gas and automobile diesel) and submitted on Form 7 in Appendix F. One value (cost per gallon) for northbound and/or southbound shall be provided:

A. NHLC mark up ($0.XX per gallon) with a minimum of $0.05 per gallon.

C-4 ELECTRIC VEHICLE CHARGING RENT

The Developer/Operator, if proposing an electric vehicle charting at the northbound and/or southbound sites shall provide the mark up over the gross revenue for all electric vehicle charging and submitted on Form 8 in Appendix F. One value (percentage per $) for northbound and/or southbound shall be provided:

A. NHLC mark up (% per $ of gross revenue) with a minimum of 2% per $ of gross revenue.

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APPENDIX D: GROUND LEASE CONTRACT REQUIREMENTS

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

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

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

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

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

D-2 STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

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

STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

Effective Date: Completion of Services

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

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

D-3 DEVELOPMENT REQUIREMENTS

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

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

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

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

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

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

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

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

D-4 PRODUCT OFFERINGS AND SERVICE STANDARDS

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

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

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

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

As to matters involving sanitation, cleanliness, food quality, personnel training, customer service and general operations, any facility operated by Developer/Operator on the Leased Premises shall be conducted in strict accordance with the highest standards applicable to facilities of the same type. All such aspects of the Developer/Operator's operations shall

conform to the manual of operating data or comparable operating guidelines issued by the applicable franchisor as from time to time in effect.

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

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

D-5 TERM

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

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

D-6 RENT PAYMENTS

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

Payment

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

Fixed Rent

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

Percentage Rent

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

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

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

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

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

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

Fuel Rent

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

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

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

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

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

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

Electric Vehicle Charging Rent

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

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

Rent for a Partial Month

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

Interest

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

D-7 DEFINITION OF GROSS SALES

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

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

D-8 TAXES

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

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

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

D-9 CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

Requirements During Construction

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

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

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

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

Liquor Store Requirements During Construction

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

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

Reimbursement of Liquor Stores by NHLC

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

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

based on percent complete minus retainage;

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

Construction Planning

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

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

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

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

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

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

Construction Project Work Plan

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

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

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

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

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

D-10 DESIGN REQUIREMENTS

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

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

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

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

Design Deliverables Review

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

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

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

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

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

Final Plan Approval / Design Guidelines

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

Design Quality

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

Building Operations and Maintenance

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

Consideration for Community Development

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

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

Codes and Regulations

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

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

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

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

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

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

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

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

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

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

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

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

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

Safety and Security

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

Technology

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

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

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

Programmatic Design Requirements

Service Area Buildings

The Developer/Operator will be responsible for developing the Service Area buildings and sites. This includes all food concepts, common areas, restrooms, visitor information center,

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

Liquor Store Buildings

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

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

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

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

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

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

The Commissioners for the NHLC will provide direction on electrical and plumbing requirements, and interior wall locations. Building layout, materials and specifications are

to be same or better to those shown on the representative sample liquor store plans and specifications and be subject to the approval of the NHLC.

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

Automobile Fueling Stations

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

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

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

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

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

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

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

Parking

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

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

Drive-Thrus

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

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

Environmental Conditions

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

The Developer/Operator shall not be liable for pre-existing conditions except those pre-existing conditions for which they are already legally liable or accountable (due to previous operations at the sites under separate lease agreements). Should the Developer/Operator discover a pre-

existing condition that requires remediation, the Developer/Operator shall perform such remediation in accordance with all applicable laws and be allowed to renegotiate its Fixed Rent, Percentage Rent, Fuel Rent, and Electric Vehicle Charging Rent (as defined in Appendix E) based on the cost of the remediation. Such change shall be approved in writing by the NHLC and subject to Governor and Executive Council approval.

Scope Changes

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

Developer/Operator Response Checklist

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

D-11 FACILITIES MANAGEMENT PLAN

Context / Goals of the Plan

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

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

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

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

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

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

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

Plan Contents

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

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

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

Specific Requirements

Custodial Services

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

Landscape Management and Grounds Maintenance

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

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

Emergency Situations / Response

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

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

Facilities Maintenance and Repair

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

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

Capital Repairs, Renovation, Modernization, Expansion

The Developer/Operator's Facilities Management Plan shall include a proposed process for work identification, validation of need, planning, prioritizing, design, construction, and QA/QC of work performed. As with all components, Developer/Operator must address performance standards, measures, management controls, responsibility, and accountability. Developer/Operators will be expected to keep their facilities furnished and decorated in the

most modern and effective manner to create the greatest earning potential and customer satisfaction. The NHLC must approve in writing any major repairs, renovation, modernization, or expansion, prior to their execution in accordance with the following requirements:

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

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

Furniture, Fixtures, and Equipment

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

Utilities/Energy Management/Plant Management

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

Building and Site Security

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

Pest Control

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

Environmental Condition, Compliance and Pollution Prevention

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

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

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

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

D-12 OPERATIONS AND MAINTENANCE REQUIREMENTS

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

NHLC Responsibilities

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

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

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

Developer/Operator Responsibilities

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

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

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

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

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

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

Developer/Operator Operations and Maintenance Requirements – General:

The Developer/Operator must:

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

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

Area Assets, Branding/Sponsorship/Marketing

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

Area Concepts and Services

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

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

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

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

Common Area

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

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

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

Signs-Advertising-Promotions

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

No high rise/pylon signs will be allowed.

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

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

Staffing

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

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

Prices

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

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

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

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

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

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

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

<u>Utilities</u>

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

Exceptions to the above include:

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

Dangerous Materials.

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

Menu Item Control

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

Goods & Services

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

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

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

Hours of Operation

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

Tolls

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

No Smoking Policy

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

Lottery Ticket Sales

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

Public Telephones

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

Alcoholic Beverages

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

Banking Services

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

Visitor Information Center

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

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

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

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

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

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

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

Vending Machines

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

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

Amusement Machines

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

Emergency Generator

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

Litter/Debris Removal

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

Site Lighting

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

Preventive Maintenance

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

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

Restrooms

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

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

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

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

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

Public Address/Music System

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

Water Fountain

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

Fencing

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

Building Exterior

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

Food Service Marketing and Merchandising

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

Operations Review

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

D-13 EQUIPMENT

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

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

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

D-14 FACILITY SUSTAINMENT AND REINVESTMENT RESERVE FUND

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

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

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

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

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

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

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

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

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

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

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

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

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

D-16 PERSONNEL

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

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

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

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

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

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

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

D-17 SERVICE AREA OCCUPANCY

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

D-18 EMERGENCY CLOSING

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

D-19 RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

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

appeals or the expiration of the appeal period. The Developer/Operator shall include the record retention and review requirements of this section in any of its subcontracts/subleases.

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

Accounting Requirements

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

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

D-20 DISPUTE RESOLUTION

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

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

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

Dispute Resolution Responsibility and Schedule Table.

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

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

D-21 INDEMNIFICATION FROM LIABILITY

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

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

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

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

D-22 INSURANCE AND BONDS

Insurance and Bonds Required During Construction

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

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

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

the insurer's rights of subrogation against the NHLC.

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

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

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

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

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

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

I. Completion Bond

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

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

The underwriter of the Completion Bond must have a rating of no less than B+ based upon the current A.M. Best (credit rating agency in the insurance industry) rating guide and with a Department of Treasury listing

sufficient to cover a $26,000,000 (twenty-six million dollar) obligation.

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

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

J. Payment bond

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

Insurance and Bond Required After Completion of Construction

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

A. Financial Guarantee Bond

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

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

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

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

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

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

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

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

NHLC
50 Storrs Street
Concord, NH 03301

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

Waiver of Rights of Recovery and Waiver of Rights of Subrogation

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

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

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

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

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

procure the insurance coverage required by this Ground Lease Contract.

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

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

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

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

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

Insurance and Bonds Required Prior to Renovations

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

D-23 BANKRUPTCY.

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

It is stipulated and agreed that in the event of the termination of this Ground Lease Contract pursuant to Appendix D-27 hereof, the NHLC shall forthwith, notwithstanding any other provisions of this Ground Lease Contract to the contrary, be entitled to recover from the Developer/Operator as and for liquidated damages an amount equal to the difference between: (x) the sum of (a) the Fixed Rent for the balance of the term, and (b) the average annual Percentage Rent payable hereunder for the three Lease Years immediately preceding (or

for the entire preceding portion of the term if less than three Lease Years) multiplied by the number of years and fraction of a year then constituting the unexpired portion of the term, and (y) the rental value of the Leased Premises at the time of termination for such unexpired term or portion thereof, both discounted at the rate of 4% per annum to present worth. If the Leased Premises or any part thereof be relet by the NHLC for the unexpired term, or any part thereof, before presentation of proof of such liquidated damages to any court, commission or tribunal, the amount of rent reserved upon such reletting shall be deemed prima facie to be the fair and reasonable rental value for the part of the whole of the Leased Premises so relet during the term of the reletting. Nothing herein contained shall limit or prejudice the right of the NHLC to prove and obtain as liquidated damages by reason of such termination an amount equal to the maximum allowed by any statute or

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

D-24 DESTRUCTION OF OR DAMAGE TO SERVICE AREA FACILITIES

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

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

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

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

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

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

contractual matters, including payment of any and all charges resulting from the Ground Lease Contract unless assumed by Successor.

D-26 WARRANTIES AND REPRESENTATIONS

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

Organization and Standing

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

Binding Effect

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

Financial Statements

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

Compliance with Law, etc.

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

Franchises

A. The Developer/Operator has signed franchise or licensing agreements with all of the corporations whose food service concepts and brands are included in this RFQ/RFP hereto, which give Developer/Operator the right to operate restaurants of the applicable brand at the Service Areas. Said franchise agreements are not

subject to any restrictions or conditions which would limit the full operation of the restaurants as contemplated by such agreements and this Ground Lease Contract. There are no material complaints or proceedings pending or threatened by any of the respective franchisors relating to the due performance of the Developer/Operator under such franchise agreements or any other franchise agreements between the Developer/Operator and the franchisors. The franchise agreements are all in good standing and the Developer/Operator is in full compliance with all of the terms and provisions thereof.

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

Brokerage Commissions

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

Complete Disclosure

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

D-27 TERMINATION

This section shall survive termination or Ground Lease Contract conclusion.

Termination for Default

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

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

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

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

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

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

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

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

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

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

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

Termination Procedure

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

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

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

This section shall survive termination or Ground Lease Contract conclusion.

D-28 DEFAULT OF NHLC

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

D-29 HOLDING OVER

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

D-30 NEGOTIATED AGREEMENT

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

D-31 TIME IS OF ESSENCE

It is understood and agreed between the parties hereto that time is of the essence in all the terms and provisions of this Ground Lease Contract.

D-32 NOTICES

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

NHLC

50 Storrs Street
Concord, NH 03301

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

<<D/O Corporate Contact>>

With Copies to:

<<D/O Legal Contact>>

and

<<D/O Local General Manager>>

D-33 FORCE MAJEURE

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

D-34 INTERPRETATION

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

D-35 PARTIAL INVALIDITY

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

D-36 WAIVER OF BREACH

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

D-37 GROUND LEASE CONTRACT MODIFICATIONS

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

D-38 THIRD PARTIES

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

D-39 HEADINGS

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

D-40 VENUE AND JURISDICTION

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

D-41 SURVIVAL

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

D-42 ENTIRE AGREEMENT

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

D-43 CONFLICT OF INTEREST

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

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

D-44 CHANGE OF OWNERSHIP

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

D-45 RELATIONS TO THE NHLC

In the performance of the Ground Lease Contract, the Developer/Operator is in all respects an independent contractor, and is neither an agent nor an employee of the NHLC. Neither the Developer/Operator nor any of its officers, employees, agents, or members shall have authority to bind

the NHLC or receive any benefits, worker's compensation or other emoluments provided by the NHLC to its employees.

D-46 CONFIDENTIAL INFORMATION

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

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

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

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

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

This section shall survive termination or Ground Lease Contract Conclusion.

D-47 CHOICE OF LAW

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

(Remainder of this page intentionally left blank)

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

CERTIFICATE

(Corporation without Seal)

I, _____, Clerk/Secretary of the

_____, do hereby certify that:

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

_____ Corporation (state of incorporation) (the "Corporation");

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

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

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

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

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

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

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

_____ President

_____ Vice President

_____ Treasurer

and;

(7) the corporation has no seal.

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

_____
Clerk/Secretary

STATE OF _____

COUNTY OF_____

APPENDIX E: TERMS AND DEFINITIONS

The following terms and definitions apply to this RFQ/RFP and any resulting Ground Lease Contract:

AASHTO	American Association of State Highway and Transportation Officials is a standards setting body which publishes specifications, test protocols and guidelines which are used in highway design and construction throughout the United States.
ADA	American with Disabilities Act
Agency	"Agency'' shall mean the New Hampshire Liquor Commission
All Other Receipts	Gross receipts (cash or credit), received from the sale of goods, excluding the sale of gasoline and automobile diesel fuel, at the automobile fueling station.
American with Disabilities Act Accessibility Guidelines	A checklist prepared to assist individuals and entities with rights or duties under Title II, and Title III of the Americans with Disabilities Act in applying the requirements of the Americans with Disabilities Act Accessibility Guidelines to buildings and facilities subject to the law.
API	American Petroleum Institute is the main U.S. trade association for the oil and natural gas industry, representing about 400 corporations involved in production, refinement, distribution, and many other aspects of the petroleum industry.
ATM	Automated teller machine
Bureau	New Hampshire Bureau of Turnpikes
Bureau of Turnpikes	The Bureau of Turnpikes is responsible for the operation and maintenance of the New Hampshire Turnpike System.
CCTV	Closed-circuit television
CD	Compact disc
Certificate of Authority/Good Standing	Business entities use a Certificate of Good Standing (also known as a "Certificate of Existence" or "Certificate of Authorization") to prove they are incorporated and authorized to transact business in a certain NHLC (or "jurisdiction"). The "good standing" status signifies an entity is current with the filing requirements of that jurisdiction's secretary of NHLC's office, as well as being current with any corporate franchise taxes in that jurisdiction.
Certificate of Occupancy	Is a document issued by a local government agency or building department certifying a building's compliance with applicable building codes and other laws, and indicating it to be in a condition suitable for occupancy.
Certification	The Developer/Operator's written Certification and full supporting and written documentation (including without limitation test results as applicable) that the Developer/Operator has completed development of the Deliverable.
C.F.R.	Code of Federal Regulations
Completion Bond	A fidelity bond posted by a contractor or developer to guarantee that a particular project will be completed according to plans and specifications, on time, and without any liens incurred as a result of unpaid bills to subcontractors and suppliers; usually required as a condition of performing government work.

Completion Date	The date that the Developer/Operator completes construction and certifies such completion in writing to the NHLC and such certification is accepted by the NHLC.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure such as revenue and pricing information.
Contract Conclusion	Refers to the conclusion of Ground Lease Contracts, for any reason, including but not limited to, the Ground Lease Contract completion, termination for convenience, or termination for default.
Contractor	The contracted Developer/Operator entity that will perform the duties and specifications of the RFQ/RFP. (Ground Lease Contractor's address info)
CPI	Consumer Price Index is a major inflation measure computed by the US Department of Commerce.
Cure Period	Is a contractually designated timeframe during which a borrower, or party to a contract, can fix a default.
Deficiencies/Defect	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable not conforming to its Specifications.
Deliverables	A deliverable is any Deliverable (letter, report, manual, book, other), provided by Developer/Operator to the NHLC or under the terms of a Ground Lease Contract requirement.
Department	An agency of the State of New Hampshire.
DES	New Hampshire Department of Environmental Services
Design Deliverables	Design deliverable documentation (letter, report, manual, book, other) provided by Developer/Operator either in paper or electronic format.
Developer/Operator	Any individual, firm, or corporation invited to submit a Proposal to plan, develop, construct and operate service areas satisfying NHLC specified requirements.
Documentation	All information that describes the development, design, construction and operation of the service areas.
Effective Date	The date on which an agreement, such as a Ground Lease Contract, takes effect. This shall be immediately following Governor and Executive Council approval of the project.
Electric Vehicle Charging Rent	Monthly payment made by the Developer/Operator to the NHLC for electric vehicle charging services sold by the Developer/Operator.
Event of Default	Is a term used in commercial loan documentation. It refers to the occurrence of an event which allows the lender to demand repayment of the loan in advance of its normal due date (also known as *accelerating* the loan).
E-ZPass	***E-ZPass*** is an electronic toll-collection system used on most tolled roads, bridges, and tunnels in the Northeastern US, south to Virginia and West Virginia, and west to Illinois.
FEID	Federal Employer Identification Number
Fixed Rent	Monthly payment made by the Developer/Operator to the NHLC for each month of the Ground Lease Contract paid to the NHLC.
Fuel Rent	Monthly payment made by the Developer/Operator to the NHLC for gasoline, automobile diesel fuel sold by the Developer/Operator.
Fuel Rent Factor	The amount payable to the NHLC per gallon of gasoline and automobile diesel fuel sold by the Developer/Operator which shall

	be determined by multiplying the gallons sold by the Developer/Operator proposed NHLC-mark up.
GAAP	Generally Accepted Accounting Principles. GAAP is a term used to refer to the standard framework of guidelines for financial accounting used in any given jurisdiction; generally known as Accounting Standards.
Governor	New Hampshire Governor at that time
Governor and Executive Council	The State of New Hampshire Governor and Executive Council. The Executive Council of the State of New Hampshire (commonly known as the Governor's Council) is the executive body State of New Hampshire.
Governor and Executive Council Award	Process by which RFQ/RFP will be awarded and approved prior to signing of Ground Lease Contract.
Gross Rent	The amount to be paid based on the gross floor area of the liquor buildings under the lease-to-own agreement with the NHLC. Gross Rent shall include all rent, taxes, insurance, and common area maintenance.
Gross Sales	The gross amount in cash or for credit (whether or not collected) received from the sale of all food, beverages, cigars, cigarettes, travel aids, and all other commodities and services at or from the leased premises whether sold for consumption on or off the leased premises. Gross Sales include sales of products and services from game machines, telephones and other devices which are owned by the Developer/Operator and operated on the leased premises and also commissions paid to the Developer/Operator with respect to said devices which are owned by others and operated on the leased premises. Any tax imposed upon and added to the retail sales price of food services or merchandise at the retail level and collected by the Developer/Operator shall not be treated as a part of Gross Sales. No franchise or capital stock tax or income tax which forms a part of the cost of merchandise to the Developer/Operator or otherwise shall be deducted in the computation of Gross Sales. Gross Sales shall not include the sales price of returned merchandise sales or exchanges made to or with other stores restaurants or establishments operated by the Developer/Operator or the prices of meals served to employees of the Developer/Operator whether such meals are served with or without charge.
Ground Lease Contract	Ground lease contracts, like other lease contracts, are an exchange of the use of property for rent payments. The agreement will describe the land to be rented and the amount and timing of the rental payments
Lease Agreement	State of New Hampshire standard Ground Lease Contract.
Lease Year	January 1 through December 31.
Leased Premises	Area legally defined that will be leased to the Developer/Operator.
LEED	Leadership in Energy & Environmental Design is an internationally recognized green building certification system, providing third-party verification that a building or community was designed and built using strategies intended to improve performance in metrics such as energy savings, water efficiency, CO_2 emissions reduction, improved indoor environmental quality, and stewardship of

	resources and sensitivity to their impacts.
LLC	A limited liability company is a flexible form of enterprise that blends elements of partnership and corporate structures. It is a legal form of company that provides limited liability to its owners in the vast majority of United States jurisdictions.
Long Range Capital Planning	NH Legislative Committee responsible for overseeing the physical needs and financial resources of the NHLC.
MUTCD	The Manual on Uniform Traffic Control Devices is a document issued by the Federal Highway Administration of the United States Department of Transportation to specify the standards by which traffic signs, road surface markings, and signals are designed, installed, and used.
NB	northbound
NH RSA	New Hampshire Revised Statutes Annotated
NHDOT	New Hampshire Department of Transportation
NHLC	New Hampshire Liquor Commission
NHLC's Project Manager	NHLC's representative with regard to project management and technical matters. The NHLC Project Managers are responsible for leading the Project, and be the contact point for coordination with the Developer/Operator and NHLC's Project Team.
NPV	Net Present Value
NTP	Notice to Proceed is the State of New Hampshire's Contract Manager's written direction to the Developer/Operator to begin work on the Ground Lease Contract on a given date and time.
O&M	Operations and Maintenance
PDF	Portable Document Format is an open standard for document exchange.
Percentage Rent	An amount paid by the Developer/Operator to the NHLC equal to a percentage of monthly Gross Sales from the leased premises less Fixed Rent for the same period.
Point of Contact	Bureau Project Manager as identified in the RFQ/RFP
Project	The planned undertaking regarding the entire subject matter of a Ground Lease Contract and the activities of the parties related hereto.
Project Staff	The Developer/Operator's construction Project Manager, site/operations manager and key staff.
Project Team	The group of NHLC employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by Developer/Operator to ensure a Project.
Project Manager(s)	The person(s) identified who shall function as the NHLC's and Developer/Operator's representative with regard to Review and Acceptance of Ground Lease Contract Deliverables and review and approval of change requests.
Project Work Plan	The overall plan of activities for the Project created in accordance with the Ground Lease Contract. Each revision to the Work Plan accepted by the NHLC shall be incorporated herein by reference upon its Acceptance by the NHLC.

Proposal	The submission from a Developer/Operator response to the RFQ/RFP.
Review	The process of Reviewing Deliverables for acceptance.
RFQ/RFP	A Request For Qualifications/Request for Proposal which solicits Developer/Operator proposals to satisfy NHLC functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.
RSVP	R.S.V.P. stands for a French phrase, "répondez, s'il vous plaît," which means "please reply."
RV	Recreational vehicle
SB	southbound
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Ground Lease Contract.
Service Area(s)	NHLC land developed and maintained by Developer/Operator to provided rest areas services including, but not limited to, branded food services, restrooms, parking, and a liquor and wine outlet operated by the NHLC. Services, other than the liquor and wine outlet, shall be operated by Developer/Operator.
Services	The work or labor to be performed by the Developer/Operator on the Project as described in the Ground Lease Contract.
Specifications	Defined as the 2025 Specifications for Road and Bridge Construction and New Hampshire Bureau of Public Works and industry standards for building construction, other applicable NHLC and federal policies, laws and regulations, NHLC technical standards, subsequent Agency-approved Deliverables, and other specifications and requirements described in the Ground Lease Contract Documents.
Subcontractor	A person, partnership, or company not in the employment of or owned by The Developer/Operator, which is performing Services under this Ground Lease Contract under a separate contract with or on behalf of The Developer/Operator.
TDD	telecommunications device for the deaf
Turnpike	A turnpike is a privately or publicly built road for which a driver pays a toll (a fee) for use.
U.S. Green Building Council for Leadership in Energy and Environmental Design	A Washington, D.C.-based non-profit organization committed to a prosperous and sustainable future for our nation through cost-efficient and energy-saving green buildings.
WC	water closet or flush toilet

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APPENDIX F: FORMS

The following pages provide the referenced forms from the RFQ/RFP document. Note that Form 9 is provided for information purposes only and not required to be completed as part of the RFQ/RFP submission.

- Form 1: Developer/Operator Inquiry Form
- Form 2: Qualifications Transmittal Letter
- Form 3: Proposal Transmittal Letter
- Form 4: Service Area Requirements and Deliverables -Developer/Operator Response Checklist
- Form 5: Fixed Rent Worksheet
- Form 6: Percent Rent Worksheet
- Form 7: Fuel Rent Worksheet
- Form 8: Electric Vehicle Charging Rent Worksheet
- Form 9: Sample P-37 Form

Form 1: Developer/Operator Inquiry Form

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION
DEVELOPER/OPERATOR FOR HAMPTON I-95 LIQUOR PROPERTIES
RFQ/RFP 2025-08-A

Form 1: Developer/Operator Inquiry Form

Developer/Operator: _____ **Sheet No. ___1___ of _____ Sheets**

Item No.	*Part No.*	*Section No.*	*Inquiry*	*Reserved for Response*
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Duplicate as needed.

Form 2: Qualifications Transmittal Letter

FORM 2: NHLC QUALIFICATIONS TRANSMITTAL FORM LETTER

Company Name_____

Address_____
_____

To: Ms. Patricia L. Peters, Esq.
Director of Administration
New Hampshire Liquor Commission
50 Storrs Street
Concord, NH 03301

RE: Qualifications Invitation Name: DEVELOPER/OPERATOR FOR HAMPTON I-95 LIQUOR PROPERTIES
Proposal Number: 2025-08-A
Qualifications Opening Date and Time: June 19, 2026 at 2:30 pm

Dear Sir/Madam:

Company Name: _____ hereby offers to provide to the NHLC the Service Areas indicated in Request For Qualifications 2025-08-A, DEVELOPER/OPERATOR FOR HAMPTON I-95 LIQUOR PROPERTIES at the Ground Lease Contract Qualifications, in complete accordance with all conditions of this RFQ/RFP and all Specifications set forth in the RFQ/RFP and in the NHLC Terms and Conditions outlined in RFQ/RFP Appendix D: *Ground Lease Contract Requirements*.

Company Signor: _____ is authorized to legally obligate
Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFQ/RFP terms and conditions including but not limited to the NHLC Terms and Conditions in Appendix D: *Ground Lease Contract Requirements*, which shall form the basis of any Ground Lease Contract resulting from this RFQ/RFP. No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFQ/RFP Proposal.

These qualifications are effective for a period of 180 days or until the Effective Date of any resulting Ground Lease Contract, whichever is later;

The Developer/Operator has read, signed, and included this RFQ/RFP and any subsequent addendum (a).

Our official point of contact is _____,
Title _____
Telephone_____, Email_____
Authorized Signature Printed _____
Authorized Signature _____

Important Note: Developer/Operators are provided an electronic version of the RFQ/RFP Transmittal Letter. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes will result in a Proposal being rejected.

Form 3: Proposal Transmittal Letter

FORM 3: NHLC PROPOSAL TRANSMITTAL FORM LETTER

Company Name_____

Address_____
_____

To: Ms. Patricia L. Peters, Esq.
Director of Administration
New Hampshire Liquor Commission
50 Storrs Street
Concord, NH 03301

RE: Proposal Invitation Name: DEVELOPER/OPERATOR FOR HAMPTON I-95 LIQUOR PROPERTIES
Proposal Number: 2025-08-A
Proposal Opening Date and Time: July 31, 2026

Dear Sir/Madam:
Company Name: _____ hereby offers to provide to the NHLC the Service Areas indicated in Request For Proposal 2025-08-A, DEVELOPER/OPERATOR FOR HAMPTON I-95 LIQUOR PROPERTIES at the Ground Lease Contract Proposal quoted in Developer/Operator Response in Appendix D, *Forms 5, 6, 7, and 8*, in complete accordance with all conditions of this RFQ/RFP and all Specifications set forth in the RFQ/RFP and in the NHLC Terms and Conditions outlined in RFQ/RFP Appendix D: *Ground Lease Contract Requirements*.

Company Signor: _____ is authorized to legally obligate
Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFQ/RFP terms and conditions including but not limited to the NHLC Terms and Conditions in Appendix D: *Ground Lease Contract Requirements*, which shall form the basis of any Ground Lease Contract resulting from this RFQ/RFP. No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFQ/RFP Proposal.

The proposal is effective for a period of 180 days or until the Effective Date of any resulting Ground Lease Contract, whichever is later;

That the Revenue quoted in the proposal were established without collusion with other eligible Developer/Operators and without effort to preclude the NHLC from obtaining the best possible competitive price; and

The Developer/Operator has read, signed, and included this RFQ/RFP and any subsequent addendum (a).

Our official point of contact is _____,
Title _____
Telephone_____, Email_____
Authorized Signature Printed _____
Authorized Signature _____

Important Note: Developer/Operators are provided an electronic version of the RFQ/RFP Transmittal Letter. Any electronic alteration to this Transmittal Letter template is prohibited. Any such changes will result in a Proposal being rejected.

(Remainder of Page left intentionally blank)

Form 4: Requirements and Deliverables -Developer/Operator Response Checklist

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION
DEVELOPER/OPERATOR FOR HAMPTON I-95 LIQUOR PROPERTIES
RFQ/RFP 2025-08-A

Req. No.	Program Element	Minimum Requirement	Meets	Does not meet	Exceeds	Comments
1a	Building Size	Minimum 16,000 GSF single-story Service Area buildings.				
1b		22,000 GSF single-story Liquor and wine outlet buildings.				
2	Food Court Seating	In accordance with Industry Standards for proposed building size. Anticipated range of 150 to 200 seats.				
3	Outdoor Seating	Up to 40 seats located in proximity to the Service Area building.				
4	Innovative Payment Methods	Building design must be adaptable to EZ Pass technology and/or other cashless payment systems. i.e. Smartcard.				
5	Visitor Information Center	Virtual acceptable. If manned, design building to accommodate a 600 to 800sq. ft. area dedicated for a Visitor Information Center plus 100 sq. ft. of storage located within acceptable proximity, as determined by the NHLC. Welcome Center to be operated by the Developer/Operator.				
6	Business Center	Minimum of 4 work stations to include phone, fax, copier, computer, etc.				
7	Wireless Internet	Building design to accommodate wireless internet access.(fiber-optic wiring)				
8	Game /Arcade Area	Evaluate site-specific requirements.				
9	Entrance Doors	All entrances must be electric sliding doors with vestibules.				
10	Men's Restroom	Provide adequate facilities to service anticipated demand and meet NHLC building code requirements. Each restroom will include 1 baby changing station.				
11	Women's Restroom	Provide adequate facilities to service anticipated demand and meet NHLC building code requirements. Each restroom will include 1 baby changing station.				
12	Family Restroom	2 WCs, one being child friendly, in 1 room with lavatory and baby changing station and a child safety seat.				
13	Receiving	Evaluate site-specific.				
14	Electric Gates	Access gates will be electric operated with key locks and controlled from inside the Service Area.				
15	Underground Fuel Storage	For building systems only. Replace tanks just prior to Lease Year 30 if older than 10 years.				
16	Security Office	Evaluate on a site-by-site basis.				
17	Emergency Generator	Able to maintain service in a commercial power outage. NHLC and Developer/ Operator will determine service levels during design.				

18	Parking Requirements - Trucks/Bus/RV's	Diesel idling and emission reduction solution. Evaluate on a site-by-site basis. Minimum 10-15 spaces per Service Area.					
19	Parking Requirements – Automobile	Evaluate on a site-by-site basis. Maximize to the extent possible within the available area.					
20	Parking Requirements – Employee	Evaluate on a site-by-site basis. (at a minimum maintain current level). Employee parking is not included in the above minimum parking requirements.					
21	Pedestrian Walkways & Drop-off Areas	Address as part of design.					
22a	Lighting	Ramp lighting.					
22b		Parking lot lighting 2 foot-candle.					
22c		Pedestrian lighting of 5 foot-candles.					
22d		General lighting around building of 1 foot-candles					
23	Picnic Area	Optional outdoor eating area.					
24	Buffering	Include landscape berm to buffer residential area at southbound site.					
25	Landscaping	To soften paving area with an emphasis on ease of maintenance.					
26	Pet Area	Pet exercise area in remote location.					
27	Flag pole	2 flag poles to accommodate United States, New Hampshire and MIA flags.					
28	Site Security	CCTV cameras throughout entire site.					
29	All Sidewalks	Optional underground heating system to eliminate freezing.					
30	Vending Machines	Provide a single 750 GSF per Service Area for food, beverage and newspaper vending equipment and ATM machines to be furnished and operated by others.					
31	Facility Management Plan	Defines plans for energy management, grounds and equipment maintenance, trash removal, pest control.					
32	Automobile Fueling Station (Optional)	Minimum 8 self-service pumps with canopies and up to a 200 gross square foot associated automobile products building (optional) per Service Area including 2 employee parking spaces.					

Form 5: Fixed Rent Worksheet

Form 5 - Fixed Rent Worksheet (in dollars)

Fixed Rent (Annual)

2027	2028	2029	2030	2031	2032

2033	2034	2035	2036	2037	2038

2039	2040	2041	2042	2043	2044

2045	2046	2047	2048	2049	2050

2051	2052	2053	2054	2055	2056

Form 5 - Fixed Rent Worksheet (in dollars)

	Proposed	Net Present Value*
Total Fixed Rent (Annual) for 35 year = Ground Lease	$_____	$_____
Grand Total of 35 year Ground Lease =	$	$

* Calculated based upon 3% annual interest rate

Form 6: Percent Rent Worksheet

Form 6: Percentage Rent Worksheet

Lease Year	Percentage Rent (Rate)
1-5	
6-10	
11-15	
16-20	
21-25	
26-30	
31-35	

Form 7: Fuel Rent Worksheet

Form 7: Fuel Rent Worksheet (in dollars)

NB Fuel Rent Worksheet*

NHLC mark-up per gallon (minimum $0.05 per gallon)	

SB Fuel Rent Worksheet*

NHLC mark-up per gallon (minimum $0.05 per gallon)	

*** -** Note: if fuel is not provided, Developer/Operator shall submit a $0.00 under the NHLC mark-up per gallon.

Form 8: Electric Vehicle Charging Rent Worksheet

Form 8: Electric Vehicle Charging Rent Worksheet (percentage)

NB Electric Vehicle Charging Rent Worksheet*

NHLC mark-up per dollar (minimum 2% per dollar)	

SB Fuel Rent Worksheet*

NHLC mark-up per dollar (minimum 2% per dollar)	

*** -** Note: if electric vehicle charging is not provided, Developer/Operator shall submit a 0% under the NHLC mark-up per dollar.

Form 9: Sample P-37 Form

STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE LIQUOR COMMISSION
DEVELOPER/OPERATOR FOR HAMPTON I-95 LIQUOR PROPERTIES
RFQ/RFP 2025-08-A

FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

<table>
<tr><td colspan="2">1.1 State Agency Name</td><td colspan="2">1.2 State Agency Address</td></tr>
<tr><td colspan="2">1.3 Contractor Name</td><td colspan="2">1.4 Contractor Address</td></tr>
<tr><td>1.5 Contractor Phone Number</td><td>1.6 Account Unit and Class</td><td>1.7 Completion Date</td><td>1.8 Price Limitation</td></tr>
<tr><td colspan="2">1.9 Contracting Officer for State Agency</td><td colspan="2">1.10 State Agency Telephone Number</td></tr>
<tr><td colspan="2">1 .11 Contractor Signature
Date:</td><td colspan="2">1.12 Name and Title of Contractor Signatory</td></tr>
<tr><td colspan="2">1 .13 State Agency Signature
Date:</td><td colspan="2">1.14 Name and Title of State Agency Signatory</td></tr>
<tr><td colspan="4">1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
By: Director, On:</td></tr>
<tr><td colspan="4">1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)
By: On:</td></tr>
<tr><td colspan="4">1.17 Approval by the Governor and Executive Council (if applicable)
G&C Item number: G&C Meeting Date:</td></tr>
</table>

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. 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 certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement 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.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

APPENDIX G: REFERENCE DOCUMENTS

Reference Documents will be provided in electronic format upon request by contacting the NHLC as described below. Reference documents available include:

- Existing northbound and southbound site plans, including current wetland boundaries
- Northbound and southbound property Easement Plans
- Approved Dredge and Fill Permit Application
- Approved and executed Conservation Easement Deed
- Draft Stewardship Plan with the Town of Hampton Conservation Commission
- Phase IA, IB, and II Archeological Reports for Hampton Liquor Properties
- Portsmouth Circle Store plans, specifications, and other related documents

Obtaining the Reference Documents from the NHLC

Contact by e-mail:

Ms. Patricia Peters, Esq.
Director of Administration
New Hampshire Liquor Commission
50 Storrs Street
Concord, NH 03301
NHLC.RFP.Hampton@liquor.nh.gov