160A

CJG

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

December 11, 2023

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

REQUESTED ACTION

Pursuant to RSA 4:40, authorize the Department of Safety (DOS) to lease approximately 0.076 acres on state-owned land at 17 Dock Road in Gilford, NH to Beachcliff Executive Centre (BEC) in the amount of $2,500.00* per year for ten years, for a total of $25,000.00*. Effective upon Governor and Council approval through December 31, 2033 and is contingent upon Long Range Capital Planning Committee (Item LRCP #23-040), scheduled for December 15, 2023.

Funds will be deposited into the following revenue account:

02-23-23-234010-50010000 – Dept. of Safety – Div. of State Police - Marine Patrol
003-405230 – Revolving Funds

* Payment amounts will be adjusted every 2-years based on changes to the Consumer Price Index.

EXPLANATION

Beachcliff Executive Centre (BEC) owns the parcel of land at 25 Dock Road in Gilford NH adjacent to land owned and operated by the Department of Safety (DOS) Marine Patrol at 17 Dock Road. This 10-year lease provides BEC use of 0.076 acres of unused land as customer parking spaces for the restaurant located on the adjacent property. Any improvements will be made at the cost of the Lessee and subject to all necessary permits from the NH Department of Environmental Services, Town of Gilford, and approval from DOS. The NH Council on Resources and Development (CORD) voted on October 12, 2023 to recommend approval of the lease. Waiver of the administrative fee is requested due to the small size, scope, and nature of the lease.

Respectfully Submitted,

Robert L. Quinn
Commissioner of Safety

State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER

EDDIE EDWARDS
ASSISTANT COMMISSIONER

STEVEN R. LAVOIE
ASSISTANT COMMISSIONER

November 17, 2023

The Honorable Mark McConkey, Chair
Long Range Capital Planning and Utilization Committee
Legislative Office Building, Room 201
Concord, NH 03301

REQUESTED ACTION

1. Pursuant to RSA 4:40, authorize the Department of Safety (DOS) to lease approximately 0.076 acres on state-owned land at 17 Dock Road in Gilford, NH to Beachcliff Executive Centre (BEC) for $2,500.00 per year for ten years.

2. Pursuant to RSA 4:40(III-a), waive the $1,100 administrative fee.

Term Year	Annual Base Rent*
January 1, 2024 – December 31, 2024	$2,500.00
January 1, 2025 – December 31, 2025	$2,500.00
January 1, 2026 – December 31, 2026	$2,500.00
January 1, 2027 – December 31, 2027	$2,500.00
January 1, 2028 – December 31, 2028	$2,500.00
January 1, 2029 – December 31, 2029	$2,500.00
January 1, 2030 – December 31, 2030	$2,500.00
January 1, 2031 – December 31, 2031	$2,500.00
January 1, 2032 – December 31, 2032	$2,500.00
January 1, 2033 – December 31, 2033	$2,500.00
TOTAL	$25,000.00

* Payment amounts will be adjusted every 2-years based on changes to the Consumer Price Index.

EXPLANATION

Beachcliff Executive Centre (BEC) owns the parcel of land at 25 Dock Road in Gilford NH adjacent to land owned and operated by the Department of Safety (DOS) Marine Patrol at 17 Dock Road. This 10-year lease provides BEC use of 0.076 acres of unused land as customer parking spaces for the restaurant located on the adjacent property. Any improvements will be made at the cost of the Lessee and subject to all necessary permits from the NH Department of Environmental Services, Town of Gilford, and approval from DOS. The NH Council on Resources and Development (CORD) voted on October 12, 2023 to recommend approval of the lease. Waiver of the administrative fee is requested due to the small size, scope, and nature of the lease.

Respectfully Submitted,

Robert L. Quinn
Commissioner of Safety

New Hampshire Department of
BUSINESS AND
ECONOMIC AFFAIRS

New Hampshire Council on Resources and Development
NH Office of Planning and Development
100 N Main St., Concord, NH 03301

RECOMENDATION MEMORANDUM

TO: Robert L. Quinn, Commissioner, Department of Safety
Amy Newbury, Director of Administration, Department of Safety
Department of Natural and Cultural Resources

FROM: Stephanie N. Verdile, Principal Planner
NH Office of Planning and Development

DATE: October 18, 2023

Reference: **2023 SLR 005**
Request from the New Hampshire Department of Safety (NHDOS) to lease approximately 3300 sf of unused state property, for up to 20 years, to the adjacent landowner who will be responsible for any and all costs associated with improving the land for use as overflow parking. Improvements must be approved by DOS and ownership of the land will remain with the State. The property is located at 17 Dock Road in Gilford, NH.

On October 12, 2023, the Council on Resources and Development (CORD) voted to **recommend approval** of the above referenced Surplus Land Review Application #2023 SLR-005, subject to the following conditions:

1. Subject to any necessary NHDES and Town permit approvals.

Cc via email: Taylor Caswell, Commissioner, NH Dept of Business and Economic Affairs and Chair, Council on Resources and Development Taylor.Caswell@livefree.nh.gov
Pamela Ellis, LBA Staff, Legislative Long Range Capital Planning and Utilization Committee Pamela.Ellis@leg.state.nh.us

LEASE AGREEMENT

This Lease Agreement (the "Lease") entered into as of the _____, 2023, by and between the New Hampshire Department of Safety (the "Lessor"), 33 Hazen Drive, Concord NH 03305 and the Beachcliff Executive Centre ("Lessee"), 10303 Brecksville Road, Brecksville OH, 44141.

Witnesseth:

WHEREAS, the Lessor owns a parcel of land located on 17 Dock Road in the Town of Gilford, Belknap County, State of New Hampshire; and

WHEREAS, the Lessee owns a parcel of land on 25 Dock Road in the Town of Gilford NH and desirous of leasing a portion of the land located at 17 Dock Road to create customer parking spaces.

NOW, THEREFORE in consideration of the premises and the mutual covenants contained in this Lease, the parties hereby agree as follows:

ARTICLE I – TERM

The term of this Lease shall be for a period of ten (10) years, commencing on the first day of January 2024, and continuing through the thirty-first day of December, 2033 (the "Termination Date"), unless earlier terminated under the provisions of this Lease. Should the Lessee wish to continue as the State's tenant, the Lessee shall notify the State, in writing, at least 180 days prior to the termination date of its desire to negotiate a new Lease. The Lessor agrees to negotiate in good faith, but if the parties are unable to come to a mutually acceptable Lease within the one hundred eighty day negotiating period, then the term shall terminate as per the Lease. Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any term, and any amendment or extension thereof, is conditioned upon its approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the term, the term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

ARTICLE II – LEASED PREMISES

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor, the following premises:

A. LAND AREA – This space located at 17 Dock Road, Gilford New Hampshire, totals an estimated three thousand three hundred square feet +/- (3,300 S.F.) and is described and identified per Exhibit A-1 and Exhibit A-2.

ARTICLE III – CONDITIONS FOR USE OF LEASED PREMISES

Lessee agrees that it will use and occupy the leased premises in conformance with the applicable town zoning and for the purpose of creating additional parking spaces for use by the customers of the

restaurant on the adjoining property and that Lessee will not permit the premises or any part of them to be used for any other purpose except with the written consent of the Lessor.

Lessee may, upon the prior written approval of the Lessor and at Lessee's sole cost and expense, make such changes, alterations, or improvements (excluding the construction of buildings) as may be necessary to fit the premises for such use, including any and all necessary local and state permits and other approvals. Improvements of every kind installed by Lessee shall remain the property of Lessee, who may remove them upon the termination of this Lease, provided that such removal shall be done in such a manner as not to injure or damage the demised premises and shall return premises to its original condition. In the event that the Lessee shall fail to remove the fixtures and improvements within 120 days following the termination of the Lease, the buildings, fixtures, and improvements shall become the property of the Lessor, whereupon the Lessee shall, within 5 business days, execute and deliver to the Lessor a Quitclaim Deed to the leased premises which shall include a conveyance of all of Lessee's rights to all improvements thereon. Alternatively, if during the renegotiation period set forth in Article I of this Lease or within 60 days following termination of the Lease, Lessor provides Notice to Lessee, declining ownership of the fixtures and improvements, and Lessee fails to remove the fixtures and improvements within 120 days after such Notice or upon the termination of the Lease, whichever is longer, Lessor may remove them, and Lessee will pay Lessor upon demand the cost of that removal, plus the cost of transportation and disposition of that which has been removed.

Lessee is herby specifically placed on notice of the existence of a permanent easement encumbering the leased premises, as described in a deed dated July 30, 1977, recorded at Book 723, Page 176. Any testing necessary to locate improvements related to the easement and any damages resulting from Lessee activities and improvements is the sole responsibility of the Lessee.

Lessee shall be responsible for maintenance of the leased premises including, but not be limited to, landscape, hardscape, drainage, and upkeep to prevent injury and property damage to anticipated users of the leased premises, as well as to prevent damage and disruption to adjacent areas.

Unless approved in writing by the Lessor, all activities conducted on site will be limited to those permitted by the Town of Gilford, and State of New Hampshire. Lessee will comply with all standards provided therein.

Lessee shall not permit any lien, including mechanic's liens, to further encumber the leased premises, without prior written approval of the Lessor. The Lessee further agrees to not incur, create, assume, or suffer to exist any mortgage, pledge, lien, charge, or other encumbrance of any nature whatsoever on the leased premises or any improvements or structures constructed thereon. In the event any lien or encumbrance is placed against the property, the Lessee shall provide notice to the Lessor of the existence of such a lien and shall within three hundred sixty five (365) days thereafter see to it that such lien or encumbrance is released from the premises.

Lessee shall be solely responsible for the storage, handling, release and dispensing of fuels, oils, and other hazardous materials brought upon the premises by Lessee or any party conducting business with Lessee.

Lessee shall be responsible for compliance with all applicable federal, state, and local laws and regulations relative to the storage, handling, release and dispensing of fuels, oils, and other hazardous materials.

Lessee shall be solely responsible for payment of any taxes, utilities, or any other fees without limitation associated with the Lessee's use or occupancy of the leased premises, and Lessee shall promptly pay such amounts upon written notice by Lessor or otherwise that such monetary obligations have been assessed, accrued, or charged to the Lessor, Lessee, or the leased premises.

ARTICLE IV – LESSOR'S MAINTENANCE RESPONSIBILITIES - LEASED PREMISES

Lessee shall provide maintenance services as required including snow, sanding and ice removal, and lawn mowing and trimming as needed.

ARTICLE V – APPURTENANCE PRIVILEGES

A. Signs – During the term of this Lease, Lessee shall have the right, at its expense to place in or on the premises a sign or signs identifying the Lessee. Said sign or signs shall be of a size, shape, and design, at a location or locations, approved by the Lessor and in conformance with any applicable Town of Gilford Zoning Ordinance and any overall directional graphics or sign program established by the Lessor. Notwithstanding any other provision of the proposed Lease, said sign(s) shall remain the property of the Lessee. The Lessee shall remove, at its expense, all lettering, signs, and placards so erected on the premises at the expiration of the term of the Lease and return the premises to its original condition.

   Lessee shall not erect, install, operate nor cause nor permit to be erected, installed, or operated in or upon the premises, any signs or other similar devices without the prior written approval of the Lessor, such approval shall not be unreasonably withheld.

ARTICLE VI – DEFAULT AND TERMINATION

A. Termination by Lessee – This Lease shall be subject to termination of Lessee in the event of any one or more of the following events:

   1. Default in the observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Lessor's part to be observed or performed, and such default shall continue for thirty (30) days after the Lessee has given the Lessor written notice specifying the default.

   2. Damage to or destruction of all or a material part of the premises necessary to the operation of Lessee's business.

B. Termination by Lessor – This Lease shall be subject to termination within 30 days of written notice by Lessor in the event of any one or more of the following events:

1. Default in the observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Lessee's part to be observed or performed, and such default shall continue for thirty (30) days after the Lessor has given the Lessee written notice specifying the default.

2. Failure of Lessee to provide adequate maintenance per Article III.

CAUSES OF BREACH: WAIVER

1. Neither party shall be held to be in breach of this Lease because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control; provided, however, that the foregoing provision shall not apply to failures by Lessee to pay fees, rents, or other charges to the Lessor.

2. The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any such subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

ARTICLE VII – ASSIGNMENT

This Lease, or any part hereof, shall not be assigned, transferred, or subleased by Lessee, by process or operation of law or in any other manner whatsoever, without the prior written consent of the Lessor.

ARTICLE VIII – DISCLAIMER OF LIABILITY

The Lessor disclaims, and Lessee releases the Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury to property of the Lessee or any other parties that may be located or stored on the leased premises, unless such loss, damage or injury is directly caused by the negligent acts or omissions of the Lessor or its agents or employees. For the purpose of this Lease, this disclaimer is to be broadly construed because the leased premises are offered only in the condition they exist in on the date of the execution of this Lease. The parties further agree that under no circumstances shall the Lessor be liable for indirect, consequential, special, or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the space under this Lease.

ARTICLE IX – INDEMNIFICATION

The Lessee shall defend, indemnify and hold harmless the Lessor and its officials, agents and employees (collectively, the "*Indemnified Parties*"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "Liabilities") resulting from any third party actions relating to the breach of any representation set forth in this Lease and from injury to or death of persons, and damage to or loss of property to the

extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Lessee (or its contractors, agents or employees) in connection with this Lease; provided, however, that nothing herein shall require the Lessee to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Lessor. Additionally, to the fullest extent permitted by law, no official, employee, agent or representative of the Lessor shall be individually or personally liable for any obligation or liability of Lessee under this Lease.

ARTICLE X – INSURANCE

The Lessee shall insure, at its sole cost and expense, any and all Liabilities arising out of this Lease for so long as Lease is in effect and shall continue following expiration of the Lease to cover any and all Liabilities arising out of such Lease.

ARTICLE XI – FIRE, CASUALTY AND EMINENT DOMAIN

Should a substantial portion of the Leased premises or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, either party may elect to terminate this Lease. The Lessor may elect to terminate the Lease if:

1. The Lessee fails to provide written notice within thirty (30) days of the causal event of his or her intention to restore the Leased Premises, or;

2. The Lessee fails to restore the Leased Premises to a condition that is substantially suitable for the intended use within ninety (90) days of said fire, causality, or taking. The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessor may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Lessee's fixtures, property, buildings, improvements, or equipment, or any award for the Lessee's moving expenses.

ARTICLE XII – PAYMENTS

Lessee agrees to pay to Lessor as rent for the premises the sum of Two Thousand Five Hundred Dollars ($2,500.00) payable on January 1 of each year of the term.

Beginning in the third year of the term and every two years thereafter, the Lessee agrees to pay as rent the increased amount based upon the cumulative change in the Consumer Price Index – All Urban Consumer as published by the U.S. Department of Labor: (B.L.S.C.P.I.) Beginning in the third year of the term and every two years thereafter, the Lessee agrees to pay as rent the increased amount based upon the cumulative change in the Consumer Price Index – All Urban Consumer as published by the U.S. Department of Labor: (B.L.S.C.P.I.) during the 60-month period ending the preceding September 30th. during the 60-month period ending the preceding September 30th.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

A. Entire Lease – This Lease constitutes the entire understanding between the parties, and as of its effective date, supersedes all prior or independent Leases between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties and approved by the Governor and Executive Council of the State of New Hampshire.

B. Severability – If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Lease shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. Notice – Any notice given by one party to the other in connection with this Lease shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid.

1. If to Lessor, addressed to:

   Commissioner
   NH Department of Safety
   33 Hazen Drive
   Concord, New Hampshire 03305

2. If to Lessee, addressed to:

   D. Michael Sherman
   Beachcliff Executive Centre
   10303 Brecksville Road
   Brecksville, Ohio 44141

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt.

D. Heading – The headings used in this Lease are intended for convenience of reference only and do not define or limit the scope of meaning of any provisions of this Lease.

E. Governing Law – This Lease is to be construed in accordance with the laws of the State of New Hampshire. Any disputes under this Lease shall be resolved within a court located in Merrimack County, State of New Hampshire.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

BEACHCLIFF EXECUTIVE CENTRE

By: _____
D. Michael Sherman, General Partner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 13 day of September, 2023 before me the undersigned officer, personally appeared D. Michael Sherman, General Partner, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal

_____
Notary Public/Justice of the Peace
My commission expires: TERRI L. CARTER NOTARY PUBLIC State of New Hampshire My Commission Expires December 5, 2023

SEAL

NEW HAMPSHIRE DEPARTMENT OF SAFETY

By: _____
Robert L. Quinn, Commissioner

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the 5th day of October, 2023, before me the undersigned officer, personally appeared Robert L. Quinn, Commissioner, NH Department of Safety, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal

_____
Notary Public/Justice of the Peace
My commission expires: 12/21/27

SEAL

TERRI L. CARTER
Notary Public
State of New Hampshire
My Commission Expires
December 5, 2023

Approved by the Department of Justice as to form, substance, and execution:

Approval date: 11/16/2023

Approving Attorney: _____

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

EXHIBIT A - 1

LEASED PREMISES LEGAL DESCRIPTION

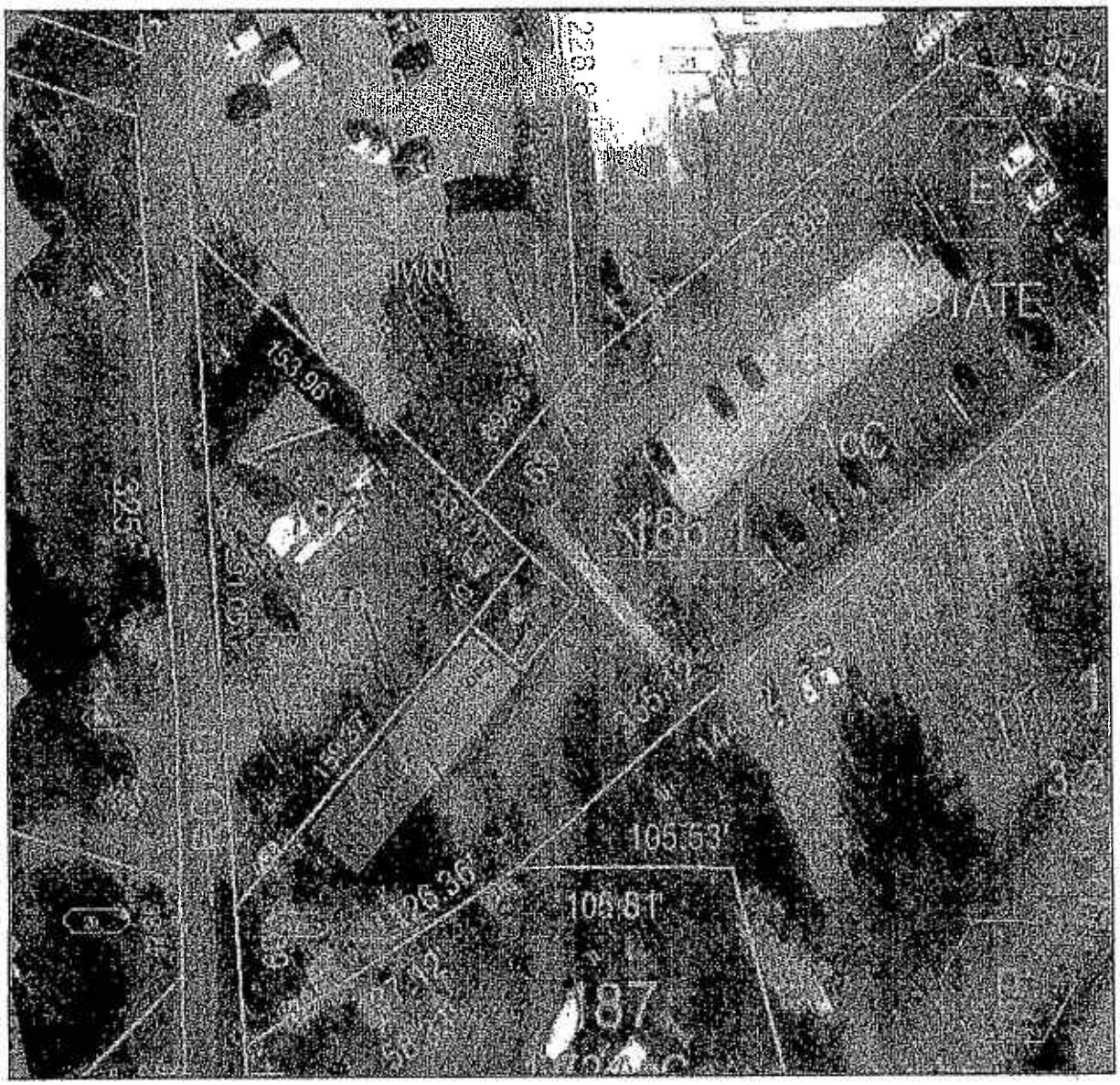
Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following premises (the "Premises"), identified and shown on Exhibit A-2 hereto, being an approximate 3,300 S.F. portion of the property located at 17 Dock Road in Gilford, NH on Map 242/Lot 186, together with the right of ingress and egress for vehicles and being more particularly described as follows:

Beginning on the western corner of Map 242/Lot 186.1, now or formerly owned by Glendale Water System, Inc., said point being the northern corner of the herein described premises; thence

> Southwesterly along the border between Lot 185 and Lot 186, a distance of approximately 110.00 feet to a point; thence
>
> Southeasterly across land of the State of New Hampshire parallel to the Marine Patrol Sign, a distance of approximately 30.00 feet to a point; thence
>
> Northeasterly across land of the State of New Hampshire, a distance of approximately 110.00 feet to southern corner of Map 242/Lot 186.1; thence
>
> Northwesterly along the border of Map 242/Lot 186.1 a distance of approximately 30.00 feet to point of beginning.

Meaning and intending to describe a lease area across a portion of the land owned by the State of New Hampshire and known as 17 Dock Road (shown as Map 242/Lot 186 on the Town of Gilford Assessor's Sheets), and containing approximately 3,300 square feet, or 0.076 acre.

EXHIBIT A – 2



State of New Hampshire
Department of State

CER TIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BEACHCLIFF EXECUTIVE CENTRE a Ohio Partnership formed to transact business in New Hampshire on October 03, 2023. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 943696
Certificate Number: 0006329587

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of October A.D. 2023.

David M. Scanlan
Secretary of State

ACTION BY WRITTEN CONSENT OF THE
THE GENERAL PARTNERS
OF
BEACHCLIFF EXECUTIVE CENTRE

The undersigned, being all of the General Partners of Beachcliff Executive Centre, an Ohio general partnership (the "**Partnership**"), pursuant to the Partnership Agreement of the Partnership, do hereby unanimously resolve and consent in lieu of a formal meeting to the following resolutions:

WHEREAS, the Partnership has been negotiating to enter into a lease with the New Hampshire Department of Safety ("**NHDS**") (the "**Lease**"), whereby the Partnership would lease 3,300 square feet of the land located at 17 Dock Road in Gilford, Belknap County, New Hampshire to create customer parking spaces; and

WHEREAS, the undersigned have reviewed the Lease and deem it to be in the best interest of the Partnership to enter into the Lease, with such changes as shall be approved by the General Partners of the Partnership.

NOW, THEREFORE, BE IT:

RESOLVED, that the Partnership is hereby authorized and directed to enter into the Lease;

FURTHER RESOLVED, that the Lease and the transactions contemplated thereby be and hereby are, authorized and approved in all respects;

FURTHER RESOLVED, that the actions of any General Partner of the Partnership, prior to the date hereof, in negotiating the Lease, and any additional documents required to be delivered by the Partnership in connection with the Lease, are hereby ratified and affirmed;

FURTHER RESOLVED, that D. Michael Sherman, hereby is authorized and directed to execute and deliver the Lease, to be substantially in the form presented to the General Partners, as well as any additional documents required to be delivered in connection with the Lease;

FURTHER RESOLVED, that the actions of D. Michael Sherman in doing any act authorized by these resolutions be, and hereby are, authorized, ratified, confirmed and approved in all respects;

FURTHER RESOLVED, that all actions and proceedings of the General Partners of the Partnership taken or held through the date hereof, are hereby ratified and approved in all respects and adopted as acts of the Partnership;

FURTHER RESOLVED, that any third-party, including NHDS, may rely upon these resolutions without further action of the Partnership and that the power and authority granted herein shall remain in full force and effect notwithstanding the death or incapacitation of any signatory hereto, unless and until written notice of revocation is delivered to the same and that such revocation shall only be effective prospectively; and

FURTHER RESOLVED, that the execution of this action may be effected by facsimile or other electronic signatures (including PDF format or DocuSign), all of which shall be deemed originals.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have hereunto affixed their signatures as of the 21st day of September, 2023.

GENERAL PARTNERS:

D. Michael Sherman

D. Michael Sherman

DMS REALTY, INC.

D. Michael Sherman

By: D. Michael Sherman

Its: CEO

[*Signature page to Action by Written Consent of the GPs of Beachcliff Executive Centre*]

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/14/2023

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

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

PRODUCER
Melcher & Prescott Insurance
426 Main Street
Laconia NH 03246

CONTACT NAME: Jill Martineau
PHONE (A/C, No, Ext): (603) 524-4535 FAX (A/C, No):
E-MAIL ADDRESS: jmartineau@melcher-prescott.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MMG Insurance Company	15997
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BEACHCLIFF EXECUTIVE CENTRE
10303 BRECKSVILLE RD
BRECKSVILLE OH 44141-3335

COVERAGES **CERTIFICATE NUMBER:** CL2391411527 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BP14039734	01/05/2023	01/05/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: 25 Dock Rd., Gilford, NH 03249

CERTIFICATE HOLDER

State of New Hampshire New Hampshire Department of Safety
33 Hazen Drive
Concord NH 03305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jill M. Martineau