



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES  
STATE MILITARY RESERVATION  
4 PEMBROKE ROAD  
CONCORD, NEW HAMPSHIRE 03301-5652

37 CSJG

David J. Mikolaities, Major General  
The Adjutant General

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Nicole Desilets-Bixler  
Deputy Adjutant General

February 21, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Military Affairs and Veterans Services (the "Department") to enter into a ground lease agreement with the Berlin Airport Authority, a regional airport authority established by the Berlin Airport Authority Act of 1957 (1957 N.H. Laws Chapter 433), having an address of 168 Main Street, Berlin, New Hampshire 03570 (the "Authority"), for a maximum term of up to fifty (50) years and fixed annual rent in the amount of One Dollar (\$1.00), for a total amount over the maximum term of the lease not to exceed Fifty Dollars (\$50.00), to exclusively possess, occupy, and use approximately 5.66 acres of largely undeveloped Berlin Regional Airport land located along the easterly side of East Side River Road in the Town of Milan, New Hampshire, together with all appurtenances thereto and any existing site improvements, for the purpose of constructing and operating thereon an Army Aviation Operations Building to be primarily occupied and used by the New Hampshire Army National Guard. **100% General Funds**

Funding is available from Account # 010-012-22200000-022-500257, Department of Military Affairs and Veterans Services, Administration and Armories, Rents-Leases Other Than State.

FY2025-FY2075

Rent

\$1 each FY

**EXPLANATION**

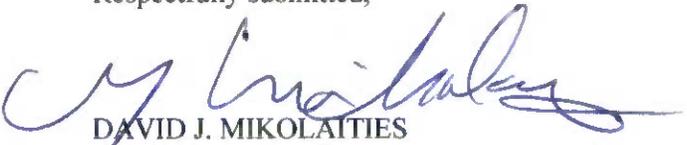
The New Hampshire Army National Guard has been tentatively approved for federal military construction funding to construct an Army Aviation Operations Building at the Berlin Regional Airport in the Town of Milan, New Hampshire. A major pre-condition of that funding is for the State of New Hampshire, through DMAVS, to acquire possession and control of the land upon which the proposed facility is to be constructed. The Berlin Airport Authority (the "Airport Authority"), an independent regional airport authority established by 1957 N.H. Laws Chapter 433, owns and manages the Berlin Regional Airport property and facilities located in the Town of Milan and is vested with the explicit power to grant leases of such land and facilities pursuant to 1957 N.H. Laws 433:9(i).

The land comprising the proposed lease premises has an area of approximately 5.66 acres and over 650 linear feet of frontage along the easterly side of East Side River Road in Milan, and it abuts the westerly side of the southerly end of the Berlin Regional Airport runway. The proposed ground lease provides for an initial term of thirty (30) years plus four (4) additional successive "extended terms" consisting of five (5) years each that are provided to DMAVS under the proposed ground lease as a matter of right, for a

maximum lease term of fifty (50) years. Annual rent under the proposed ground lease is One Dollar (\$1.00). The proposed ground lease contemplates the construction, occupation, and operation of a new Army Aviation Operations Building on the lease premises. Construction will be coordinated by DMAVS but will be federally funded. Under the proposed lease, DMAVS will be directly responsible for all applicable carrying costs—most of which also will be federally funded, including maintenance and utilities—but not for real property taxes. All Airport Authority land located in the Town of Milan is exempt from property taxation pursuant to 1957 N.H. Laws 433:11.

Based on the foregoing and on the terms and conditions of the Ground Lease and Development Agreement submitted herewith, authorization is hereby requested to enter into the proposed ground lease agreement with the Berlin Airport Authority.

Respectfully submitted,



DAVID J. MIKOLAITIES  
Major General, NH National Guard  
The Adjutant General



LRCP 25-003

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CHRISTINE L. YOUNG, CPA  
Director, Audit Division  
(603) 271-2785

February 26, 2025

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
25 Capitol Street  
Concord, New Hampshire 03301

Dear Commissioner Arlinghaus,

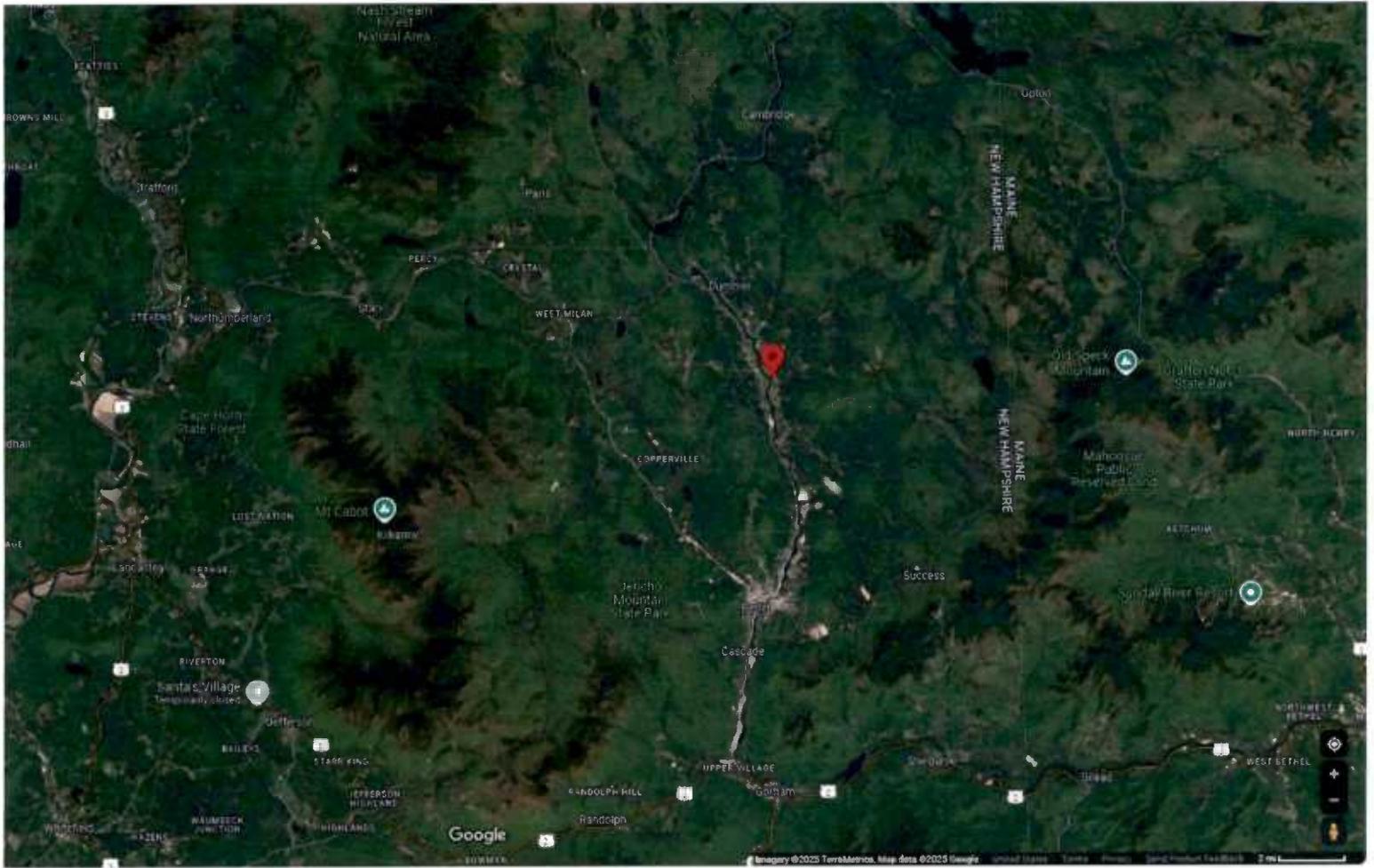
The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-b, on February 24, 2025, approved the request of the Department of Administrative Services, acting on behalf of the New Hampshire Department of Military Affairs and Veterans Services, to lease from the Berlin Airport Authority, for a term of up to **fifty years, as verbally revised by the Department**, and fixed annual rent of One Dollar (\$1.00), approximately 5.66 acres of Berlin Regional Airport land located along the easterly side of East Side River Road in the Town of Milan, New Hampshire, together with any site improvements thereon and all rights-of-way, accretions, easements, tenements, hereditaments, appurtenances, rights, privileges and immunities thereto or associated therewith, for the purpose of constructing and operating thereon an Army Aviation Operations Building to be primarily occupied and used by the New Hampshire Army National Guard, subject to the conditions as specified in the request dated January 16, 2025.

Sincerely,

Christopher M. Shea  
Deputy Legislative Budget Assistant

CMS/pe  
Attachment

Cc: Jared Nylund, Real Property Asset Manager, Department of Administrative Services  
Major General David Mikolaities, Adjutant General  
Department of Military Affairs and Veterans Services



**Proposed Berlin Airport Authority Ground Lease Area  
Berlin Regional Airport  
East Side River Road  
Milan, New Hampshire  
Google Location Map**

(approximate location marked by red pin near center of map detail above)



Proposed Berlin Airport Authority Ground Lease Area  
Berlin Regional Airport  
East Side River Road  
Milan, New Hampshire  
Google Area Map

(location marked by red pin shown on map detail above)



**Proposed Berlin Airport Authority Ground Lease Area**

Berlin Regional Airport

East Side River Road

Milan, New Hampshire

Google Aerial View

(approximate center of lease area marked by red pin shown on map detail above)

**GROUND LEASE AND DEVELOPMENT AGREEMENT**

*by and between*

THE BERLIN AIRPORT AUTHORITY

(the "Authority"),

*and*

THE STATE OF NEW HAMPSHIRE,

Department of Military Affairs and Veterans Services,

Acting by and through its Adjutant General

("DMAVS").

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## GROUND LEASE AND DEVELOPMENT AGREEMENT

THIS GROUND LEASE AND DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into as of the latest date appearing on the signature page below (the "Agreement Date"), to be effective as of the date provided for in Section 8.11, below (the "Effective Date"), by and between the **BERLIN AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic, created under the Berlin Airport Authority Act, Laws 1957, Chapter 433, with a principal place of business at 168 Main Street, Berlin, New Hampshire 03570, and **THE STATE OF NEW HAMPSHIRE**, Department of Military Affairs and Veterans Services, acting by and through its Adjutant General ("DMAVS"), with an address of One Minuteman Way, Concord, New Hampshire 03301. The Authority and DMAVS are each a "Party" hereto and collectively referred to as "the Parties" herein.

### RECITALS

A. WHEREAS, the Authority is the owner and operator of the Berlin Regional Airport (the "Airport");

B. WHEREAS, DMAVS intends to enter a Military Construction Cooperative Agreement (an "MCCA") with the National Guard Bureau (the "NGB") to establish federal funding for the design, construction, and operation of the Berlin Army Aviation Operations Building (the "AAOB") on the Premises (defined below) at the Airport to support the mission of the New Hampshire Army National Guard (the "NHARNG");

C. WHEREAS, DMAVS desires to lease ground at the Airport to develop, construct, and occupy the AAOB on the Premises and to use the Airport for Military Purposes per the terms and conditions of this Agreement, subject to applicable law and regulations;

D. WHEREAS, the Authority desires to lease ground at the Airport to DMAVS for the development, construction, and occupation of the AAOB on the Premises and to use the Airport for Military Purposes per the terms and conditions of this Agreement, subject to applicable law and regulations;

E. WHEREAS, the Authority is authorized to enter into this Agreement under Section 9 of the Berlin Airport Authority Act, Laws 1957, 433:9; and

F. WHEREAS, DMAVS is authorized to enter into this Agreement, subject to applicable legislative appropriations, the approval of the long-range capital planning and utilization committee, and final approval by the Governor and Council (defined below). *See* RSA 110-B:28, II (2023); RSA 4:29 (2020); RSA 4:39-b (2020); and RSA 9.19 (2020); *see also* DAS ADMIN. HANDBOOK (v.3.0. 2023); and DAS MOP 150.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Authority and DMAVS agree as follows:

**ARTICLE I.**

**DEFINITIONS; INTERPRETATIVE PROVISIONS**

**Section 1.01. Definitions.** In addition to the terms defined elsewhere in this Agreement, the following words have the meanings ascribed below.

(a) “AAOB” means the Berlin Army Aviation Operations Building located on, or to be constructed and located on, the Premises.

(b) “Adjutant General” means the “adjutant general,” as the term is defined in RSA 110-B:8 (2023).

(c) “Agreement” means this Ground Lease and Development Agreement. Unless otherwise explicitly provided for, the words “Agreement,” “hereof,” “herein,” “hereunder,” and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) “Agreement Date” is defined in the preamble hereof.

(e) “Airport” means the public airport in Milan, New Hampshire, owned and operated by the Authority and known as the “Berlin Regional Airport.”

(f) “Armed Forces” means the “armed forces” as defined in RSA 21:50, II (Supp. 2023).

(g) “Army National Guard” or “ARNG” is defined in 10 U.S.C. § 101(c)(2).

(h) “Buildings” means, collectively,

(i) the buildings, structures, or improvements, now or hereafter situated on the Premises,

(ii) any building, structure, or improvement constructed or to be constructed on the Premises, and

(iii) all Fixtures, including, without limitation, all Fixtures constructed, installed, or otherwise incorporated on or into (A) the Premises or (B) any building, structure, or improvement on the Premises.

(i) “City” means the city of Berlin, New Hampshire.

(j) “Commerce” means the conduct of a business for profit or not for profit producing or providing goods, commodities, property, or services and includes, without limitation,

offering for sale, lease, or distribution of a service or property, tangible or intangible, or any other article of commerce.

- (k) “Construction” means and includes, without limitation,
- (i) the erection, installation, or assembly of a new facility;
  - (ii) the relocation of a facility;
  - (iii) the complete replacement of an existing facility;
  - (iv) the expansion, extension, alteration, or conversion of an existing facility;
  - (v) facility site preparation;
  - (vi) constructing and maintaining infrastructure, including, without limitation, roads and any other linear infrastructure;
  - (vii) clearing vegetation, installing erosion control (including silt fencing, earthen berms, etc.), excavation, backfilling, contouring, compacting, and stabilizing soils;
  - (viii) the extension of utilities, the installation of fixtures in, on, or to a facility, and other land improvements; and
  - (ix) any other activity DMAVS or DAS deems reasonably necessary or convenient for or related to construction.

(l) “DAS” means the State of New Hampshire, Department of Administrative Services.

(m) “DAS MOP 150” means the DAS MANUAL OF PROCEDURES c. 150 (2018), as of the date of this Agreement, and all materials incorporated therein by reference.

(n) “DOD” means the United States Department of Defense, an agency of the U.S. Government.

(o) “DMAVS” means the State of New Hampshire, Department of Military Affairs and Veterans Services.

(p) “Effective Date” means the effective date of this Agreement as defined in Section 8.11 hereof.

(q) “Environmental Law” means any statute, law, code, ordinance, or other legal requirement of any Governmental Authority with jurisdiction over the Premises, whether now existing or hereafter enacted or adopted, and all rules, regulations, directives, and orders issued thereunder, relating in any way to (i) the protection of health, safety, or the environment, (ii) the conservation, management or use of natural resources and wildlife, (iii)

the protection or use of surface water and groundwater, or (iv) the management, manufacture, possession, importing, presence, use, generation, transportation, distribution, processing, production, refinement, treatment, storage, disposal, transfer, release, threatened release, abatement, removal, remediation, or handling of, or exposure to, any Hazardous Substances, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., the Clean Air Act, 42 U.S.C. §§ 7401 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq., any analogous implementing or successor law, state law, and any amendment, rule, regulation, order or directive issued thereunder.

(r) “Event of Default” means the occurrence of any event of default contained in Article VI.

(s) “Extended Term” is defined in Section 2.03(b).

(t) “FAA” means the Federal Aviation Administration created by the Federal Aviation Act of 1958, as amended, or any other federal agency administering such act or having similar jurisdiction from time to time.

(u) “Fixture” means those articles that, although once movable chattels have become accessories to and a part of the Buildings on the Premises by having been physically incorporated therein or annexed or affixed thereto in such a manner that removing them would cause material injury or damage to a Building or the Premises, the use or purpose of such articles being integral, necessary, or convenient to the use of the Building or the Premises to which it is affixed, such as, without limitation, systems for the heating, air conditioning, ventilation, security, sanitation, lighting, or plumbing of a Building or the Premises.

(v) “Governmental Authority” means, individually or collectively, (i) any federal, state, municipal, territorial, national, or other government, governmental department, commission, board, bureau, court, agency, or instrumentality or political subdivision thereof or any Person exercising executive, legislative, judicial, regulatory, or administrative functions of or pertaining to any government or any court, in each case whether associated with a state of the United States of America, the United States of America, or a foreign entity or government or (ii) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority to the extent that the rules, regulations, or orders of such organizations have the force or effect of law and are binding on any of DMAVS, the NHARNG, or the Authority.

(w) “Governor and Council” means “governor and council” as defined in RSA 21:31-a (2020).

(x) "Hazardous Substances" means any substance, material, chemical, element, compound, mixture, solution, product, fluid, pollutant, or waste identified, defined in, or regulated under any Environmental Law, including:

(i) any hazardous or toxic substances, materials, chemicals, elements, compounds, mixtures, solutions, products, fluids, pollutants, or wastes defined, designated, or listed (A) in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. § 172.101) under the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*, (B) by the Environmental Protection Agency as "hazardous substances" under 40 C.F.R. Part 302, (C) as a "hazardous substance" under Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, 33 U.S.C. § 1321, (D) as a "solid waste" or a "hazardous waste" under Sections 1004 and 3001, as applicable, of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, 42 U.S.C. § 6903, (E) as a "hazardous substance" under Sections 101 or 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, 42 U.S.C. § 9601, (F) as a "toxic pollutant" under Section 307(a) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a), (G) as a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, 42 U.S.C. §§ 7412, or (H) as a "chemical substance," a "mixture," or a "toxic substance" under Section 3 of the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*, 15 U.S.C. § 2602; or

(ii) any other substances, materials, chemicals, elements, compounds, mixtures, solutions, products, fluids, pollutants, or wastes, including asbestos, PCBs, PCB-containing materials, PFAS, PFAS-containing materials, petroleum, petroleum products, and raw materials that include hazardous, toxic, or regulated constituents, the use, discharge, application, release, spill, leak, emission, escape, leach, disposal, or removal of which is restricted, prohibited, regulated, or penalized under any Environmental Law.

(y) "Initial Term" is defined in Section 2.03.

(z) "Lien" means, concerning any asset or property, any assignment, deed of trust, easement, encumbrance, charge, hypothecation, lien, mortgage, pledge, reservation, restriction, security interest, or Statutory Lien in, on, or of such asset or property, or any claim or right of refusal to such asset or property.

(aa) "Military Construction Cooperative Agreement" or "MCAA" means any agreement entered by DMAVS and NGB, reimbursed by DOD appropriations for facility Construction by the NHARNG, and other programs authorized and directed by Congress or the DOD to be performed by DMAVS and the NGB.

(bb) "Military Equipment" means all equipment issued to the Armed Forces or specifically to DMAVS under applicable military regulations, including, without limitation, (i) all aircraft of any type; (ii) all vehicles of any type; (iii) all Military Munitions; and (iv)

all components, spare parts, equipment, and consumables used for or related to any of the preceding items, or (v) any other equipment related or incidental to any Military Purpose.

(cc) “Military Munitions” means “military munitions” as defined in 10 U.S.C. § 101(e)(4).

(dd) “Military Purpose” means any purpose or use of the Premises that advances, assists, executes, fulfills, or supports the mission of DMAVS or the NHARNG specifically, as determined by the NGB, the Adjutant General, or the governor at any time and from time to time, or by the U.S. Government during any time of war or national emergency.

(ee) “Military Supplies” means any supplies issued to DMAVS under applicable military regulations.

(ff) “National Guard Bureau” or “NGB” means the “National Guard Bureau” as defined in 10 U.S.C. § 10501.

(gg) “NHARNG” means the “army national guard” as defined in RSA 110-B:13 (2023).

(hh) “PCB” means any polychlorinated biphenyl substance.

(ii) “PFAS” means any per-or polyfluoroalkyl substance.

(jj) “Person” means any legal person, including, without limitation, any association, corporation, estate, Governmental Authority, individual, joint-stock company, joint venture, limited liability company, partnership, trust, including each trustee and beneficiary thereof, unincorporated organization, or any other entity of any type or nature.

(kk) “Premises” means, collectively, such land located within the extents of the Airport in the Town of Milan, New Hampshire, as is leased to DMAVS hereunder, said land being more particularly described on Exhibit A attached hereto and depicted on Exhibit D attached hereto, as either or both of the same may be amended and in effect from time to time per the provisions hereof, together with any site improvements thereon and all rights-of-way, accretions, easements, tenements, hereditaments and appurtenances, rights, privileges, and immunities thereunto belonging or pertaining to the Premises.

(ll) “Proceeding” means any suit in equity, action at law, or any other judicial, administrative, or adjudicatory proceeding by or before any Governmental Authority.

(mm) “State Agency” means any “agency” as defined in RSA 21-G:5 (2020).

(nn) “State Business” means all or any official business or activities of DMAVS or any other State Agency.

(oo) “State Equipment” means any equipment or supplies owned by DMAVS or any other State Agency that is neither Military Equipment nor Military Supplies.

(pp) “Statutory Lien” means any tax lien, mechanic’s or materialmen’s lien, any other lien for work, labor, or materials, or any other lien that may attach by operation of law.

(qq) “Term” means the Initial Term and all or any Extended Term(s) or other extensions of the Term however defined, if any.

(rr) “U.S. Government” means, individually or collectively, the federal government of the United States of America or any instrumentality or agency thereof.

**Section 1.02. Other Defined or Capitalized Terms.** Additional terms may be defined elsewhere in this Agreement and, unless otherwise indicated, will have such meanings throughout this Agreement. Capitalized terms left undefined in this Agreement will have the meanings assigned to each by or under, in the following order: (a) RSA chapter 110-B (2023), (b) RSA chapter 21 (Supp. 2023), or (c) its ordinary English meaning.

**Section 1.03. Interpretative Provisions.** For purposes of this Agreement, unless the context otherwise requires: (a) references to any Article, Section, or Exhibit are references to Articles, Sections, and Exhibits in or to this Agreement and references to any subsection, paragraph, clause, or other subdivision within any Section or definition refer to such subsection, paragraph, clause, or other subdivision of such Section or definition; (b) all Exhibits attached or to be attached hereto, and all other agreements and instruments referred to herein, are incorporated by this reference into this Agreement, as fully as if copied herein verbatim; (c) “including” means “including without limitation;” (d) except as otherwise expressly provided herein, references to any law or regulation refer to that law or regulation as amended from time to time and include any successor law or regulation; (e) references to any Person include that Person’s successors and assigns; (f) descriptive headings of Articles, Sections, and subsections used in this Agreement and the Table of Contents annexed hereto are inserted or annexed for purposes of reference only and do not otherwise affect the meaning, construction, interpretation, or effect of any provision hereof; (g) the singular or plural number shall be deemed to include the others whenever the context so requires; (h) where the context so allows, the meaning of the term “Authority” shall include the employees, agents, contractors, servants, and licensees of the Authority, and the term “DMAVS” shall include the employees, agents, contractors, servants, national guard members, and licensees of DMAVS; and (i) the phrase “approved by the Governor and Council” refers to an affirmative approval granted by the Governor and Council for a particular item, such as a contract, a contract amendment, or an expenditure of federal or state funds, following the process described in DAS MOP 150.

**ARTICLE II.**  
**GROUND LEASE**

**Section 2.01. Grant of Leasehold Estate.** On the Effective Date, the Authority shall, hereby, separately demise and grant to DMAVS, and DMAVS shall, hereby, accept and take from the Authority, for and during the Term hereof, upon the terms and subject to the conditions contained herein, to have and to hold for said Term, an estate for years to the Premises.

**Section 2.02. Possession of Premises.** The Authority will deliver the sole and exclusive possession of the Premises to DMAVS on the Effective Date.

**Section 2.03. Term.** Unless terminated sooner as provided herein, this Agreement shall be effective for the Term as described in this Section 2.03:

(a) **Initial Term.** Subject to the provisions of Section 2.03(c), the initial term of this Agreement is for at least thirty (30) years, commencing at 12:01 a.m., Eastern time, on the Effective Date and expiring at 11:59 p.m., Eastern time, on that first December 31<sup>st</sup> which occurs at least thirty (30) years after the Effective Date (the "**Initial Term**").

(b) **Extended Term.** Subject to the provisions of Section 2.03(c), this Agreement may be extended as provided in this Section 2.03(b):

(i) DMAVS may extend the term of this Agreement for four (4) successive periods of five (5) years each (each an "**Extended Term**"), as follows:

(A) **First Extended Term**—commencing at 12:01 a.m., Eastern time, on the first calendar day immediately following the expiration date of the Initial Term and expiring at 11:59 p.m., Eastern time, on that specific calendar day five (5) years thence.

(B) **Second Extended Term**—commencing at 12:01 a.m., Eastern time, on the first calendar day immediately following the expiration date of the First Extended Term and expiring at 11:59 p.m., Eastern time, on that specific calendar day five (5) years thence.

(C) **Third Extended Term**—commencing at 12:01 a.m., Eastern time, on the first calendar day immediately following the expiration date of the Second Extended Term and expiring at 11:59 p.m., Eastern time, on that specific calendar day five (5) years thence.

(D) **Fourth Extended Term**—commencing at 12:01 a.m., Eastern time, on the first calendar day immediately following the expiration date of the Third Extended Term and expiring at 11:59 p.m., Eastern time, on that specific calendar day five (5) years thence.

(ii) Notice of Extended Term. DMAVS shall exercise its option to any Extended Term by giving written notice to the Authority not more than twenty-four (24) months nor less than twelve (12) months before the expiration of the then-existing term.

(iii) Agreement Provisions During Extended Term(s). Each Extended Term will be on the same terms, covenants, and conditions as the Initial Term, with the same annual rent payable, as provided in Section 2.04.

(iv) Limitation on Extensions. Except by operation of law, DMAVS may not extend this Agreement beyond the Fourth Extended Term without the written agreement of the Authority.

(v) Termination. Any termination of this Agreement during the Initial Term or any Extended Term will terminate all rights of any further extension hereunder.

(c) Approval by the Governor and Council as Condition Precedent to the Initial Term. Notwithstanding the provisions of Section 2.03(a) or Section 2.03(b) to the contrary, it is expressly understood and agreed that this Agreement and the commencement of the Initial Term, and any amendment of this Agreement, are conditioned upon the prior approval of the Governor and Council. If any request for approval of this Agreement and the Initial Term, or any amendment to this Agreement, results in a final denial of such request by the Governor and Council, then:

(A) In the case of a final denial of a request for the approval of this Agreement and the Initial Term, this Agreement will not become effective, and no party hereto will have any obligation to the other party hereunder; or

(B) In the case of a final denial of a request for the approval of any amendment to this Agreement, then such amendment shall not become effective, and this Agreement shall continue to be effective, as provided herein, in its existing, unamended form.

**Section 2.04. Rent.** In consideration of the leasehold estate granted hereunder in the Premises, and the sole and exclusive possession thereof, during the Term hereof, including the Initial Term and each Extended Term, if any, DMAVS shall pay the Authority rent of One Dollar (\$1.00) per year (the "Rent"), payable in advance annually on or before January 2 of each year of the Term, except for the first year of the Initial Term when such Rent, being prorated per diem, shall be due and payable no later than five (5) days after the later of the Effective Date hereof or the first day of the Initial Term. Notwithstanding any other provision

of this Agreement to the contrary, DMAVS, in its sole discretion, may prepay all or any part of the Rent due hereunder at any time and from time to time.

**Section 2.05. Taxes and other Assessments.** The Authority shall be responsible for and pay for all taxes and other assessment(s) applicable to the Premises.

**Section 2.06. Use of Premises.** DMAVS may use and occupy the Premises for all lawful purposes, including, without limitation:

(a) Berlin Army Aviation Operations Building. The Construction, furnishing, maintenance, operation, and use of the AAOB.

(b) Military Purposes. Any Military Purpose.

(c) State Business Any State Business associated with DMAVS's mission, including, without limitation, rescue missions conducted by the New Hampshire Fish & Game Department.

(d) Commerce. Any air or space Commerce permitted by law or other Commerce reasonably necessary or convenient for DMAVS but not otherwise.

(e) Maintenance and Storage. The storing, handling, repairing, maintaining, servicing, or using of any Military Equipment, State Equipment associated with DMAVS's mission, including, without limitation, equipment used in rescue missions conducted by the New Hampshire Fish & Game Department, any fuels, lubricants, or other materials, including, without limitation, aircraft fuel, motor fuels, or other chemicals or substances, including Hazardous Substances, necessary or convenient for any Military Purpose or State Business.

(f) Use of Premises by U.S. Government During Time of War or National Emergency. Notwithstanding any provision of this Agreement to the contrary, at any time during a war or a national emergency declared by Congress or the President, the U.S. Government, whether acting with or without DMAVS, is authorized hereunder to use the Premises, or any part thereof, for any purpose deemed necessary or convenient by the U.S. Government and to continue to use the Premises for any such purpose or other purposes for any length of time considered necessary or convenient by the U.S. Government. During any such use of the Premises by the U.S. Government, all obligations of DMAVS under this Agreement shall toll for the entire period the U.S. Government uses the Premises per this Section 2.06(f).

(g) Other Purposes. All other purposes reasonably related or incidental to any Military Purpose, State Business, or Commerce, as (i) determined by the Adjutant General, in his sole discretion, or (ii) required by applicable law or executive order.

**Section 2.07. Utilities.** DMAVS will be responsible for arranging and paying for, at its sole cost, all utility connections to the Premises, including, to the extent applicable and without limitation, electricity, natural gas, propane, water, sewer, telecommunications, and refuse service associated with DMAVS's operations at the Premises, including, without limitation, all development of and Construction on the Premises. All utility and other services will be billed or invoiced directly to DMAVS, and all payments thereof will be DMAVS' sole responsibility.

**Section 2.08. Access to Airport and Premises.**

(a) Non-Exclusive Right of Ingress and Egress. DMAVS, including its employees, national guard members, guests, contractors, suppliers of materials, furnishers of services, and invitees shall have the non-exclusive right of ingress to and egress from the Premises and such other portions of the Airport to or from which such Persons shall reasonably require ingress and egress in such manner and at such locations as the Authority may designate from time to time.

(b) Airport Access. The Authority shall furnish DMAVS with means of access suitable to the nature of its operations from the Premises to public streets, thoroughfares, and Airport runways. The access roads and taxiways need not be the same throughout the Term, *provided that* the Authority supplies DMAVS with suitable access roads and taxiways.

(c) Use of Airport Roadways and Taxiways. The use of any Airport roadways or taxiways shall not be restricted, *except* that the Authority may, at any time, temporarily or permanently, close or consent to or request the closing of any such roadway or taxiway and any other area at the Airport now or hereafter used as such, provided, however, a reasonable alternative means of ingress and egress remains available to DMAVS and its employees, national guard members, guests, contractors, suppliers of materials, furnishers of services, and invitees.

**Section 2.09. Quiet Enjoyment.** The Authority covenants and warrants DMAVS's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Authority or any person claiming by, through, or under the Authority. Routine maintenance or inspection of the Premises shall be scheduled with DMAVS at least one week in advance, to occur during a mutually agreeable time, and to be negotiated in good faith by both parties.

**Section 2.10. Signs.** At its sole expense, DMAVS shall have the right to erect a sign or signs on the Premises identifying the AAOB and DMAVS and any other signage that otherwise may be required under applicable law or is necessary or convenient for DMAVS's mission on the Premises. All signs erected by DMAVS will materially comply with any applicable FAA regulations, safety regulations of the Authority, and, to the greatest extent possible, the provisions of the Town of Milan's sign regulations, subject to any contrary

provision of applicable Federal or New Hampshire law. Subject to the provisions of Section 7.02, DMAVS, at its sole expense, shall remove all signs it erects on the Premises at the end of the Term.

### ARTICLE III.

#### **REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE AUTHORITY**

**Section 3.01. Brokerage Commissions.** No brokerage commissions, finder's fees, or similar compensation are claimed or due in connection with the transactions contemplated by this Agreement or any arrangement or agreement entered into by the Authority and binding upon DMAVS.

**Section 3.02. Relation to the State of New Hampshire.** In the performance of this Agreement, the Authority is neither an agent nor an employee of the State of New Hampshire, DMAVS, or any other State Agency. Neither the Authority nor any of its officers, employees, agents, or members shall have authority to bind the State of New Hampshire, DMAVS, or any other State Agency or to receive any benefit, insurance, workers' compensation, or any other compensation provided by the State of New Hampshire, DMAVS, or any other State Agency to its employees.

**Section 3.03. Compliance with Laws** In connection with its performance of this Agreement, the Authority shall comply with all statutes, laws, regulations, and orders of federal, state, county, or municipal authorities which impose any obligations or duty upon the Authority, including, but not limited to, civil rights and equal opportunity laws. In addition, the Authority shall comply with all applicable copyright laws. DMAVS further reserves the right to offset from any amounts otherwise payable to the Authority under this Agreement those liquidated amounts required or permitted under N.H. RSA 80:7 through RSA 80:7-c or any other applicable provision of law.

(a) **Discrimination.** During the term of this Agreement, the Authority shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, gender, handicap, sexual orientation, or national origin and will take action to prevent any such discrimination.

(b) **Funding Source.** If this Agreement is funded in any part using monies provided by the U.S. Government, the Authority shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by applicable regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these regulations. Upon request, the Authority will permit DMAVS, the State of New Hampshire, State, or the U.S. Government to access any of the Authority's books, records, and accounts

to ascertain compliance with all rules, regulations, and orders and the covenants, terms, and conditions of this Agreement.

**Section 3.04. Authority Personnel.** At its sole expense, the Authority shall provide all personnel necessary to perform any services the Authority has agreed to provide hereunder. The Authority warrants that all personnel engaged in any such service shall be qualified to perform the service and properly licensed and otherwise authorized as required under applicable law.

**Section 3.05. Insurance.** During the Term, the Authority shall, at a minimum, obtain and maintain the following insurance policies on the Airport or demonstrate to the reasonable satisfaction of DMAVS that it maintains similar insurance policies on the Airport with policy limits at least equal to those described below:

(a) General Liability Insurance. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on or claimed to have occurred on, in, or about the Premises. Such insurance is to provide minimum insured coverage conforming to General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than Three Million Dollars (\$3,000,000) general aggregate, with coverage of Excess/Umbrella Liability of not less than One Million Dollars (\$1,000,000).

(b) Workers Compensation Insurance. To the extent the Authority is subject to the requirements of RSA chapter 281-A, the Authority shall maintain and require any subcontractor or assignee to secure and maintain payment of Workers' Compensation in connection with activities that the Person proposes to undertake under this Agreement. The Authority shall furnish DMAVS proof of Workers' Compensation as described in RSA chapter 281-A, and any applicable renewal(s) thereof shall be attached to and incorporated herein by this reference. DMAVS shall not be responsible for payment of any Workers' Compensation premiums or any claim or benefit for the Authority or any subcontractor of the Authority, which might arise under applicable laws in connection with the performance of this Agreement.

(c) Other Insurance Policy Requirements. The insurance policies described in this Section 3.05 shall be on policy forms and endorsements approved for use in the State of New Hampshire by the Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate of insurance shall contain a clause requiring the insurer to provide DMAVS with no less than ten (10) days prior written notice of cancellation or modification of the policy. The Authority shall deposit with DMAVS certificates of insurance for all insurance required under this Agreement, which shall be attached and incorporated herein by reference. During the Term of the Agreement, the Authority shall furnish DMAVS with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days before the expiration date of each policy.

**Section 3.06. Authority's Title.** The Authority represents and warrants to DMAVS that the Authority is the owner of the Premises in fee simple absolute, that title is marketable and not subject to any defects or encumbrances which could adversely affect the use of the Premises as contemplated by this Agreement, and that the Authority has full right, power, and authority to execute and deliver this Agreement and to grant to DMAVS the exclusive possession and use of the Premises.

**Section 3.07. Authority's Limitation on Right of Termination.** Notwithstanding any other provision of this Agreement to the contrary, the Authority shall have no right to terminate this Agreement:

(a) Before the End of the Initial and Extended Terms. Before the end of the Initial Term of this Agreement described in Section 2.03(a) or before the end of any Extended Terms described in Section 2.03(b), *provided* that DMAVS maintains compliance with this Agreement; or

(b) During Time of War or National Emergency. During a time of war or national emergency, whenever the U.S. Government is using the Premises under Section 2.06(f).

**Section 3.08. Authority's Bankruptcy or Insolvency.** If the leasehold estate granted by the Authority hereunder shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Authority, and if such execution, process, receivership, or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Authority shall receive actual notice thereof, or if Authority shall be adjudicated a bankrupt, or if Authority shall make a general assignment for the benefit of its creditors, then in any such event, DMAVS may terminate this lease per Section 7.01(b).

**Section 3.09. Hazardous Substances.**

(a) Disclosure. The Authority warrants that to its knowledge and belief, after reasonable inquiry, the Premises are free of present or potential contamination which may impact health or safety, including, without limitation, any Hazardous Substance as defined in this Agreement.

(b) Compliance. If Hazardous Substances are present, the Authority further warrants that all maintenance or other activities on the Premises and the Airport will comply with applicable statutes, regulations, and industry best practices regarding handling Hazardous Substances.

(c) Action to Remove or Remediate. The Authority shall promptly take all actions that may be necessary to assess, remove, and remediate Hazardous Substances that are on, in, or under the Premises according to applicable law, including, without limitation, Environmental Laws, accepted industry practices, and any other restrictions or requirements of any

Governmental Authority with jurisdiction over the Premises, the Airport, or the Authority.

(d) Asbestos.

(i) No later than thirty (30) days after the Agreement Date, the Authority will provide DMAVS with the results of an asbestos inspection survey performed by a Person certified under applicable law to inspect for and report on asbestos.

(ii) If any asbestos-containing material identified on the Premises is “significantly damaged” or “damaged,” as described in 40 CFR § 763, the Authority shall immediately remove and abate it in a manner authorized by applicable law and otherwise reasonably satisfactory to DMAVS.

(iii) If asbestos-containing material identified on the Premises is not damaged, the Authority shall install an operations and maintenance program reasonably satisfactory to DMAVS that will periodically re-inspect asbestos-containing materials and provide for corrective actions when appropriate. The Authority will supply the results of any such reinspection or air quality monitoring test to DMAVS no later than fourteen (14) days after completion.

(e) Material Safety Data Sheets. The Authority will provide material safety data sheets for all materials introduced to or incorporated into the Premises.

#### ARTICLE IV.

#### DEVELOPMENT OF THE PREMISES

**Section 4.01. Plans and Specifications.** DMAVS shall be responsible for and bear all costs of all designs, plans, and specifications for developing the Premises.

(a) Development and Construction of the AAOB. Upon completion of the development and Construction of the AAOB and other related improvements on the Premises and acceptance of them by DMAVS and the NGB, DMAVS will cause (A) one (1) electronic copy of the plans depicting the AAOB and other related improvements on the Premises in their as-built condition to be supplied to each of the Authority, the Milan building department, and the Milan fire chief, and (B) one (1) electronic copy of each recorded document affecting the Premises to be supplied to the Authority.

(b) Future Construction on the Premises. DMAVS will keep the documents described in Section 4.01(a) current by supplying (A) one (1) electronic copy of any plans depicting any modification to or Construction on the Premises, or any part thereof, or any building or other improvement thereupon, in their as-built condition, to each of the Authority, the Milan building department, and the Milan fire chief, and (B) one (1) electronic copy of each recorded document affecting the Premises to the Authority.

**Section 4.02. Permits and Approvals.** At all times, DMAVS shall be responsible for applying for and obtaining all required permits, licenses, and approvals, including all building permits required under RSA 155-A:4, III (2023), and for paying all fees associated with any permit, license, approval, or clearance required for any development of, or Construction on the Premises.

**Section 4.03. Construction of the AAOB on the Premises.** Subject to the provisions hereof, DMAVS shall have the right at any time, and from time to time, during the Term of this Agreement to engage in, at its sole cost and expense, any Construction, maintenance, operation, and use of any Building on the Premises, including, without limitation, the Construction of the AAOB, any other Buildings, taxiways, ramps, roadways, sidewalks, navigation and terminal aids, lighting facilities, terminal facilities, other improvements, or other facilities on the Premises that DMAVS may deem necessary or convenient to any operation or use of the Premises as provided for in Section 2.06. For the avoidance of doubt, DMAVS agrees that the Authority has no obligation to construct any improvements desired by DMAVS.

**Section 4.04. Manner of Work.** All Construction and maintenance on the Premises will conform to the following:

(a) Compliance with Law and Regulations. It shall be performed in a good and workmanlike manner and, when completed, comply with applicable fire, building, and other regulations and code requirements as required by law and applicable to buildings and structures owned by the state. Any required permits shall be obtained according to Section 3.02 and posted as required by law.

(b) Barrier-Free Accessibility. No alteration shall be undertaken that decreases or has the effect of reducing architecturally barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the performance date. If existing elements, spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275-C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" for new construction.

(c) Work Clean Up. Upon performing any alteration or repair work, the Authority or DMAVS shall promptly clean all affected spaces and surfaces, removing all dirt, debris, stains, soot, or other accumulation caused by such work.

(d) State Energy Code. New Construction that adds twenty-five percent (25%) or more to the gross floor area of an existing Building to which the Premises are a part or that is estimated to exceed One Million Dollars (\$1,000,000) in cost or renovates greater than

twenty-five percent (25%) of the existing gross floor area of a Building shall conform to all applicable requirements of the State of New Hampshire Energy Code.

**Section 4.05. No Disturbance of Snowmobile Trails.** Notwithstanding any other provision of this Agreement, the development of the Premises will not unreasonably interfere with any snowmobile trail or trail access described in Exhibit C.

**Section 4.06. Lighting.** Unless contrary to any applicable federal or state law or regulation, DMAVS will install International Dark-Sky Association-compliant lighting on the Premises to the extent reasonable.

**Section 4.07. No Liens.** Subject to the applicable provisions of RSA 447:15-:18 (2020), DMAVS shall not suffer or allow any Lien to be filed, attached, asserted, or perfected against the Premises, including, without limitation, any Statutory Lien or other claim for the furnishing of labor or materials.

#### ARTICLE V.

#### INTENTIONALLY OMITTED

#### ARTICLE VI.

#### EVENTS OF DEFAULT

**Section 6.01. Events of Default by DMAVS; Authority's Remedy.** If DMAVS shall default in the observation or performance of any of DMAVS's covenants, agreements, or obligations hereunder, and such default is not corrected or a plan of remedy to address the default is not submitted to the Authority within thirty (30) days after written notice by the Authority to DMAVS specifying such default and requiring it to be remedied, then subject to the limitations provided for in **Error! Reference source not found.** and Section 7.03 the Authority may serve upon DMAVS ninety (90) days prior written notice of termination under Section 7.01(c).

**Section 6.02. Events of Default by Authority; DMAVS's Remedies.** If the Authority defaults in the observance of any of its covenants, agreements, or obligations hereunder, and such default shall materially impair the use of the Premises by DMAVS and is not corrected within thirty (30) days of written notice by DMAVS to the Authority specifying such default and requiring it to be remedied, then DMAVS at its option, may terminate this Agreement per Section 7.01(b). If any such default of the Authority does not materially impair the use of the Premises by DMAVS, the Authority shall cure such default within thirty (30) days of written notice or within a reasonable alternative period agreed upon in writing by DMAVS, failing which, DMAVS may terminate this Agreement per Section 7.01(b).

**ARTICLE VII.**  
**TERMINATION PROVISIONS**

**Section 7.01. Events of Termination.** Subject to the provisions of this Article VII, this Agreement will terminate and be of no further force or effect upon the earliest of the following to occur:

- (a) End of Term. The end of the Term as provided for in Section 2.03.
- (b) Written Notice by DMAVS to the Authority. DMAVS may terminate this Agreement at any time for any reason or without reason upon ninety (90) days prior written notice to the Authority.
- (c) Written Notice by the Authority to DMAVS. Subject to the limitations in **Error! Reference source not found.** hereof, upon the expiration of the ninety (90) day period provided for in Section 6.01.

**Section 7.02. Termination Obligations.** Upon the termination of this Agreement, the parties shall have or have completed the following obligations:

(a) DMAVS's Obligations. Except for early termination of this Agreement under Section 7.01(c), no later than five (5) days before the last day of the Term or earlier date of termination, DMAVS shall remove, at its sole expense, all Buildings, improvements, alterations, or additions made by DMAVS that can be removed without causing damage to the Premises, to a safe termination point, including capping all utilities and removing all demolition debris from the Premises. Notwithstanding the preceding sentence, DMAVS shall use reasonable efforts to leave in place on the Premises the Buildings, improvements, alterations, and additions selected by the Authority in compliance with Section 7.02(b); *provided, however,* DMAVS may do so lawfully and without incurring additional costs. Any selected Buildings, improvements, alterations, and additions shall be left on the Premises and delivered to the Authority in their AS IS, WHERE IS CONDITION AND WITH ALL FAULTS AS OF THE LAST DAY OF THE TERM OR EARLIER TERMINATION DATE. TO THE MAXIMUM EXTENT ALLOWED BY LAW, DMAVS DISCLAIMS NOW AND AS OF THE LAST DAY OF THE TERM OR EARLIER TERMINATION DATE, ALL WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS OR IMPLIED, IN ALL OR ANY BUILDINGS, IMPROVEMENTS, ALTERATIONS, AND ADDITIONS SELECTED BY THE AUTHORITY AND REMAINING ON THE PREMISES ON THE LAST DAY OF THE TERM OR EARLIER TERMINATION DATE.

(b) Authority's Obligations. Except for the early termination of this Agreement under Section 7.01(c), the Authority shall give written notice to DMAVS specifying the Buildings, improvements, alterations, and additions to remain on the Premises after termination, either

(i) no later than 90 days before the end of the Term, or (ii) in the event of the early termination of this Agreement under Section 7.01(b), no later than 15 days after DMAVS's written notice of termination. The Authority shall assume ownership and responsibility for all selected Buildings, improvements, alterations, or additions remaining on the Premises as of the last day of the Term or earlier termination date in their AS IS, WHERE IS CONDITION AND WITH ALL FAULTS AND WITHOUT ANY WARRANTY OF ANY KIND WHETHER EXPRESS OR IMPLIED.

**Section 7.03. Surrender of the Premises Upon Termination.** Subject to the provisions of Section 7.02, upon any termination hereof, DMAVS shall peacefully quit and deliver up the Premises to the Authority in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this Agreement, and shall surrender all Buildings, improvements, alterations, or additions made by DMAVS that are either not removed or cannot be removed without causing damage to the Premises. DMAVS shall remove all its personal property, surrendering the Premises to the Authority in broom-clean condition to the extent practicable.

## ARTICLE VIII.

### GENERAL TERMS AND PROVISIONS

**Section 8.01. Conditional Obligation of DMAVS.** Notwithstanding any provisions of this Agreement to the contrary, it is expressly understood and agreed by the Authority that all obligations of DMAVS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall DMAVS be liable for any payments hereunder exceeding such available appropriated funds. In the event of a reduction or termination of appropriated funds, DMAVS shall have the right to withhold payment until such funds become available, if ever, and shall have the right but not the obligation to terminate this Agreement in whole or in part immediately upon giving the Authority notice of such termination under Section 7.01(b). The State of New Hampshire shall not be required to transfer funds from any other account if funding for the Rent or any other matter contemplated in this Agreement, including, without limitation, any construction, maintenance, or operational funding, is terminated or reduced. It is further expressly understood and agreed by the Authority that whenever DMAVS decides to cancel this Agreement, in whole or in part, per this Section 8.01, DMAVS shall vacate all or part of the Premises within ninety (90) days; however, the Parties acknowledge that they must still comply with the provisions of Section 7.02, except that the performance of all or any of DMAVS's obligations under Section 7.02 shall be expressly subject to and limited by the availability of appropriated funds. In cases where only a portion of the Premises will be vacated, this Agreement to that portion of the Premises vacated shall henceforth be canceled and void; however, the Agreement shall remain in effect as to the portion of the Premises

still occupied, without a pro-rata abatement of the Rent, in recognition of its *de minimis* amount.

**Section 8.02. Notice.** Any notice, request, or other communication required or permitted under this Agreement shall be in writing and deemed appropriately given when sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address above. Either party may change its address for notice by notifying the other party of the new address as provided in this section.

**Section 8.03. Extent of Instrument, Choice of Law, Successors, Amendment.** This Agreement, which may be executed electronically and in any number of counterparts, each of which shall have been deemed an original but all of which shall constitute the same instrument, shall be governed by, subject to, and construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and to their respective successors and assignees, and may be modified or amended only by a written instrument executed by the Authority and DMAVS and subsequently approved by the Governor and Council.

**Section 8.04. Assignment and Sublease.** Neither the Authority nor DMAVS may assign this Agreement without the prior written consent of the other; nor shall DMAVS sublet the Premises, or any portion thereof, without the Authority's written consent, and such consent shall not be unreasonably withheld or denied provided the subtenant is a municipal agency, another State Agency supporting DMAVS's mission, or the U.S. Government.

**Section 8.05. Dispute Resolution.** Disputes between the parties that cannot be amicably resolved between themselves, acting reasonably, shall be submitted to the New Hampshire Department of Justice for binding, final, and non-appealable resolution by the attorney general or the attorney general's designee.

**Section 8.06. Waivers.** No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall, in any event, be deemed to apply to any subsequent default under the same or any other term contained herein. Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

**Section 8.07. Enforceability.** Notwithstanding any provision of this Agreement being declared or rendered illegal or unenforceable, whether by a court of competent jurisdiction, by operation of law, or otherwise, the remainder of this Agreement, or the application of such

provision in circumstances other than those as to which it is so declared or rendered illegal or unenforceable, will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.

**Section 8.08. Entire Agreement.** This Agreement and its appendices, schedules, exhibits, recitals, and other documents, incorporated herein by this reference, express the parties' entire understanding and supersede all prior agreements and understandings relating to the subject matter hereof.

**Section 8.09. No Waiver of Sovereign Immunity.** DMAVS and the Authority explicitly reserve hereunder all immunities, defenses, rights, and actions, which, as to DMAVS, arise from the sovereignty or sovereign status of the United States of America, the State of New Hampshire, or from the Eleventh Amendment to the United States Constitution, and, in the case of the Authority, arises from the statutory immunity applicable to municipal governmental units under RSA Chapter 507-B. No waiver of sovereign immunity, statutory immunity, defense, right, or action shall be implied or otherwise deemed to exist because of this Agreement.

**Section 8.10. Third Parties.** Except for the benefits intended for the U.S. Government under Section 2.06(f), this Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns only and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

**Section 8.11. Effective Date.** This Agreement and DMAVS's obligations are subject to the prior approval of this Agreement by (a) the capital project overview committee established under RSA chapter 17-J, (b) the Attorney General as to form and execution only, and (c) the Governor and Council. This Agreement shall only become effective and binding on DMAVS upon its final approval by the Governor and Council (the "Effective Date").

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

**BERLIN AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Name: Philip Warren Jr  
Title: City manager / Duly Authorized  
Date: 2-24-2025

**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

By: \_\_\_\_\_  
Name: Maj. Gen. David J. Mikolaities  
Title: The Adjutant General  
Date: \_\_\_\_\_

**THE ATTORNEY GENERAL**

Approved as to form and execution only.

By:   
Name: Robert Pearce  
Title: Attorney, New Hampshire Department of Justice  
Date: February 25, 2025

**THE SECRETARY OF STATE**

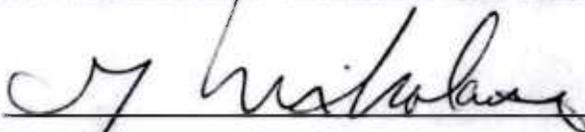
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
G&C Item No. \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Agreement Date.

**BERLIN AIRPORT AUTHORITY**

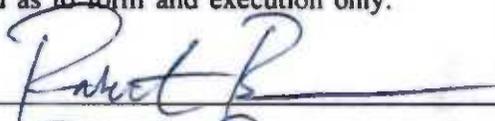
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Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF  
MILITARY AFFAIRS AND VETERANS SERVICES**

By:   
Name: Maj. Gen. David J. Mikolaities  
Title: The Adjutant General  
Date: 24 FEB 2025

**THE ATTORNEY GENERAL**

Approved as to form and execution only.

By:   
Name: Robert Pearce  
Title: Attorney, New Hampshire Department of Justice  
Date: February 25, 2025

**THE SECRETARY OF STATE**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
G&C Item No. \_\_\_\_\_

[Signature Page to Ground Lease and Development Agreement]

**EXHIBIT A.**

**LEGAL DESCRIPTION OF THE PREMISES LEASED TO THE  
STATE OF NEW HAMPSHIRE**

**(New Hampshire Army National Guard Army Aviation Operations Building Site)**

Certain land of the Berlin Airport Authority situated on the easterly side of East Side River Road in the Town of Milan, County of Coos, State of New Hampshire, as shown on a plan entitled "NH Army National Guard Lease Area on land of Berlin Airport Authority located in Milan, New Hampshire prepared for Dept. of Military Affairs & Veterans Services" by HEB Engineers, Inc., dated December 21, 2023, and recorded at the Coos County Registry of Deeds as Plan # \_\_\_\_\_, said land being a portion of the parcel of land presently known as Town of Milan Tax Map 44, Lot 129; all bearings described herein reference Grid North and the area is further bounded and described as follows:

Beginning at the northwesterly corner of the herein described lease area on the easterly sideline of said East Side River Road, said point of beginning being S26°35'55"E, a tie distance of 598.03 feet from rebar in concrete found 0.5' below grade with a York survey cap in the easterly sideline of said East Side River Road at the southwesterly corner of the land of Sean P. Kelley and Jennifer L. Roy;

Bearing, N68°39'28"E, through the land of the Authority, 250.25 feet;

Thence, S21°20'32"E, still through the land of the Authority, 450.00 feet;

Thence, N68°39'28"E, still through the land of the Authority, 210.00 feet to the edge of the existing runway;

Thence, S21°20'32"E, by the edge of the said runway and still through the land of the Authority, 200.00 feet;

Thence, S68°39'28"W, still through the land of the Authority, 580.00 feet to the easterly sideline of said East Side River Road;

Thence, the following seven (7) courses by said East Side River Road:

1. N17°34'55"W, 53.00 feet to a 0.4' tall New Hampshire Highway Department concrete bound found;

2. Northerly, by a curve to the right and having a radius of 1874.36 feet, an arc distance of 189.32 feet, said curve having a chord bearing N14°41'18"W, 189.24 feet;

3. N3°51'23"W, 77.84 feet;

4. N5°24'46"W, 129.55 feet;

5. N8°20'27"W, 116.16 feet;

6. N12°42'35"W, 58.35 feet;

7. N20°36'26"W, 39.46 feet to the point of beginning.

The lease area described herein is subject to Federal Aviation Administration Title 14 Code of Federal Regulations Part 77 Subpart C (14 CFR 77C) and contains 246,581 sq. ft. = 5.66 acres.

Meaning and intending to describe a lease area affecting a portion of the property described in the deed of the City of Berlin dated March 30, 1960, and recorded in CCRD Book 449, Page 251.

**EXHIBIT B.**  
**MEMORANDUM OF GROUND LEASE**

**AFTER RECORDING, PLEASE RETURN TO:**

Department of Military Affairs and Veterans Services  
1 Minuteman Way  
Concord, NH 03301

**MEMORANDUM OF GROUND LEASE**

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is made and entered into as of the latest date appearing on the signature page below (the "Memorandum Date"), to be effective as of the Effective Date of that certain Ground Lease and Development Agreement (the "Agreement"), with its Effective Date being \_\_\_\_\_, 20\_\_\_, by and between the **BERLIN AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic, created under the Berlin Airport Authority Act, Laws 1957, Chapter 433, with a principal place of business at 168 Main Street, Berlin, New Hampshire 03570, and **THE STATE OF NEW HAMPSHIRE**, acting by and through the Adjutant General of the Department of Military Affairs and Veterans Services ("DMAVS"), with an address of One Minuteman Way, Concord, New Hampshire 03301.

**RECITALS**

A. WHEREAS, the Authority and DMAVS have entered into the Agreement, under which the Authority has agreed to lease the Premises to DMAVS as of the Effective Date on the terms and conditions contained in the Agreement; and

B. WHEREAS, the Authority and DMAVS each intend and desire to set forth specific terms and provisions contained in the Agreement in this Memorandum for recording purposes.

NOW THEREFORE, in consideration of the Rents reserved and the covenants and conditions contained in the Agreement, the Authority and DMAVS covenant, promise, and agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

2. **Grant of Leasehold Estate.** Under the Agreement and this Memorandum, the Authority demises and grants to DMAVS, and DMAVS takes and accepts from the Authority, for and during the Term and upon the terms and subject to the conditions contained in the Agreement, to have and to hold for said Term, an estate for years to the Premises described in Section 6 below.

3. **Initial Term.** Unless terminated sooner as provided for in the Agreement, subject to the covenants, agreements, terms, and conditions contained therein, the Initial Term of the Agreement is for at least thirty (30) years, commencing at 12:01 a.m., Eastern time, on the Effective Date and expiring at 11:59 p.m., Eastern time, on December 31, 20\_\_\_\_.

4. **Options to Extend Initial Term.** The Agreement contains four (4) options of five (5) years each to extend the Initial Term for up to twenty (20) additional years after the expiration of the Initial Term.

5. **Incorporation.** This Memorandum is for informational purposes only, and nothing contained herein shall be deemed to, in any way, modify or otherwise affect any of the terms and conditions of the Agreement, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Agreement and is subject to the terms, provisions, and conditions of the Agreement. In the event of any inconsistency between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.

6. **Legal Description of the Premises.** Certain land of the Berlin Airport Authority situated on the easterly side of East Side River Road in the Town of Milan, County of Coos, State of New Hampshire, as shown on a plan entitled "NH Army National Guard Lease Area on land of Berlin Airport Authority located in Milan, New Hampshire prepared for Dept. of Military Affairs & Veterans Services" by HEB Engineers, Inc., dated December 21, 2023, and recorded at the Coos County Registry of Deeds as Plan # \_\_\_\_\_, said land being a portion of the parcel of land presently known as Town of Milan Tax Map 44, Lot 129; all bearings described herein reference Grid North and the area is further bounded and described as follows:

Beginning at the northwesterly corner of the herein described lease area on the easterly sideline of said East Side River Road, said point of beginning being S26°35'55"E, a tie distance of 598.03 feet from rebar in concrete found 0.5' below grade with a York survey cap in the easterly sideline of said East Side River Road at the southwesterly corner of the land of

Sean P. Kelley and Jennifer L. Roy;

Bearing, N68°39'28"E, through the land of the Authority, 250.25 feet;

Thence, S21°20'32"E, still through the land of the Authority, 450.00 feet;

Thence, N68°39'28"E, still through the land of the Authority, 210.00 feet to the edge of the existing runway;

Thence, S21°20'32"E, by the edge of the said runway and still through the land of the Authority, 200.00 feet;

Thence, S68°39'28"W, still through the land of the Authority, 580.00 feet to the easterly sideline of said East Side River Road;

Thence, the following seven (7) courses by said East Side River Road:

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3. N3°51'23"W, 77.84 feet;
4. N5°24'46"W, 129.55 feet;
5. N8°20'27"W, 116.16 feet;
6. N12°42'35"W, 58.35 feet;
7. N20°36'26"W, 39.46 feet to the point of beginning.

The lease area described herein is subject to Federal Aviation Administration Title 14 Code of Federal Regulations Part 77 Subpart C (14 CFR 77C) and contains 246,581 sq. ft. = 5.66 acres.

Meaning and intending to describe a lease area affecting a portion of the property described in the deed of the City of Berlin dated March 30, 1960, and recorded in CCRD Book 449, Page 251.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the latest date appearing below, to be effective as of the Effective Date.

**BERLIN AIRPORT AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGEMENT**

THE STATE OF NEW HAMPSHIRE } SS.

COUNTY OF \_\_\_\_\_ }

This Memorandum of Ground Lease was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (title) of the Berlin Airport Authority.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Notary Public/Justice of the Peace

L.S.

My Commission Expires: \_\_\_\_\_

**THE STATE OF NEW HAMPSHIRE,  
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

By: \_\_\_\_\_  
Name: Maj. Gen. David J. Mikolaities  
Title: The Adjutant General  
Date: \_\_\_\_\_

**CERTIFICATE OF ACKNOWLEDGMENT**

THE STATE OF NEW HAMPSHIRE        } SS.  
COUNTY OF MERRIMACK            }

This Memorandum of Ground Lease was acknowledged before me on \_\_\_\_\_ (date) by Maj. Gen. David J. Mikolaities, The Adjutant General of The State of New Hampshire, Department of Military Affairs and Veterans Services.

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_  
Notary Public/Justice of the Peace

L.S.

My Commission Expires: \_\_\_\_\_

**EXHIBIT C.**  
**SNOWMOBILE TRAILS AND TRAIL ACCESS**



**EXHIBIT D.**  
**PLAN OF LEASED PREMISES**

[see attached plan entitled "NH Army National Guard Lease Area on land of Berlin Airport Authority located in Milan, New Hampshire prepared for Dept. of Military Affairs & Veterans Services" by HEB Engineers, Inc., dated December 21, 2023, recorded at the Coos County Registry of Deeds as Plan # \_\_\_\_\_]



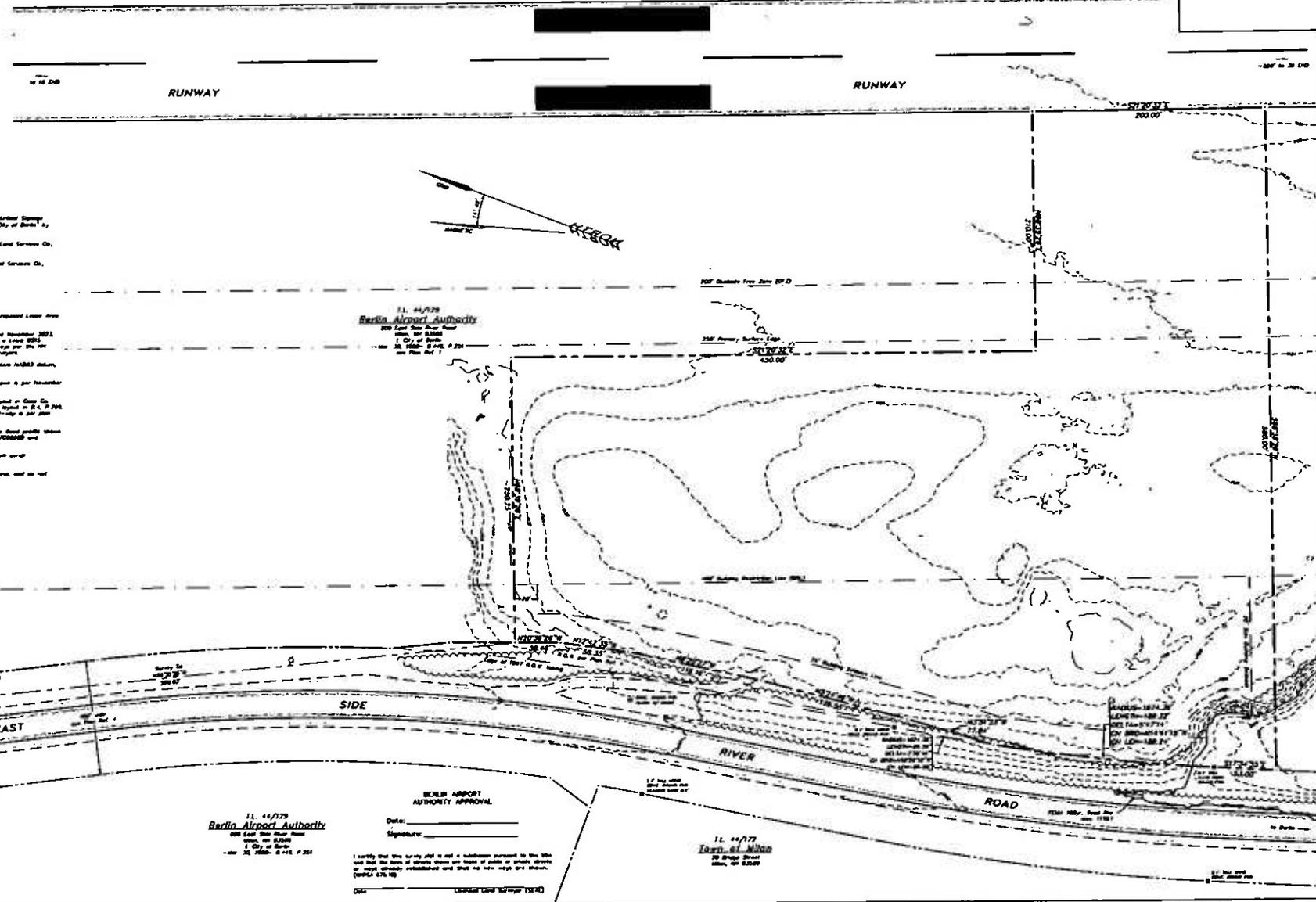
**Vicinity Map**  
Scale: 1" = 1/4 mile  
SOURCE: US Street Database

**Plan References:**

1. May 13, 2019 "Construction Drawings for Runway Rehabilitation and Airfield Storage, with Technical Report of State Airport Report (SAR) prepared for City of Berlin" by HEB Engineers, Inc.
2. May 18, 2012 "Map of Property Surveyed for John L. Doherty" by New Land Services Co. recorded in Clark County Registry of Deeds (RCD) of Plan 2588.
3. Jan. 2, 2008 "Map of Property Surveyed for Paul Sibley" by New Land Services Co. recorded in RCD of Plan 2181.
4. 1988 project "30-4230" right-of-way plan, on file with NHSD.

**Survey Notes:**

1. Subpart provisions are a portion of what the map is. Lot 170, the proposed Lease Area contains a total of 246,347 sq. ft. = 5.66 acres.
2. Boundary markers and site features were located using geodetic coordinates (NAD83) under the direct supervision of James L. Doherty, III (JLD) using a Leica 9023 total station and accompanying software. Horizontal accuracy is within 1/100th of the distance of measurement. All measurements were taken during the day.
3. Orientation is grid coordinates and a NAD 83 State Plane Coordinate System (NAD83) datum, established with GPS measurements and to the NAD 83 datum.
4. Contour interval is 1 foot. Contour values in feet (NAD83). Elevation shown is per horizontal datum 1985 (NAD 83) datum.
5. East Side Run Road right-of-way had no marker with the 1985 layout in Clark Co. Records B.3 112. East Side Run Road was surveyed by NHSD and shown in S.C.P. 704 and the north line had a 2' mark of that time. Existing right-of-way is per Plan Reference 1985 (NAD 83) datum.
6. The east of the 1700' Survey Road shown here was marked per the final profile shown in the Plan 20, 2012 Plan. Plan showed the map number 1300/000000 and boundary per 1300/000000.
7. Utility, stream, and other surface features shown were depicted from aerial photography and the 1300/000000 and should be considered approximate.
8. Boundaries of existing properties shown are per Plan Reference above, and do not represent a complete boundary survey by HEB.



IL 44/131  
Sean P. Kelley  
Jennifer L. Ray  
724 East Side Run Road  
Berlin, NH 03570  
1 inch = 1/4 Mile  
Scale: 1" = 1/4 mile  
Date: 12/21/2023

IL 44/178  
Berlin Airport Authority  
200 East Side Run Road  
Berlin, NH 03570  
1 inch = 1/4 Mile  
Scale: 1" = 1/4 mile  
Date: 12/21/2023

IL 44/177  
Tara A. Moran  
200 East Side Run Road  
Berlin, NH 03570  
1 inch = 1/4 Mile  
Scale: 1" = 1/4 mile  
Date: 12/21/2023

**Legend**

- Level area
- High contour
- Low contour
- Boundary line
- Edge of pavement
- Edge of gravel
- Intersection point
- Run end board
- Concrete board bound

IL 44/179  
Berlin Airport Authority  
200 East Side Run Road  
Berlin, NH 03570  
1 inch = 1/4 Mile  
Scale: 1" = 1/4 mile  
Date: 12/21/2023

BERLIN AIRPORT AUTHORITY APPROVAL  
Date: \_\_\_\_\_  
Signature: \_\_\_\_\_

I certify that this survey and its results are true and correct to the best of my knowledge and belief and that no fraud, coercion or other illegal or unethical means were used in the preparation of this survey.  
Date: \_\_\_\_\_ Licensed Land Surveyor (N.H.)



Drawn by	Date	Checked by	Date

**HEB Engineers**  
CIVIL • STRUCTURAL • SURVEY

HEB Engineers, Inc.  
www.hebengineers.com  
NH Office (603) 366-6638  
Post Office Box 420  
Hamp County, NH 03840  
SE Office (603) 462-4346  
Post Office Box 343  
Oregon, ME 04020

Surveyed by: J.L.  
Checked by: J.L.  
Drawn by: D.A.B.  
Reviewed by: J.L.  
Plot date: 3/7/24  
Scale: 1" = 40'  
Date: 12/21/2023

NH Army National Guard Lease Area  
Berlin Airport Authority  
New Hampshire  
Dept. of Military Affairs & Veterans Services

**PRELIMINARY**

prepared for

# Berlin Airport Authority



February 20, 2025

Attorney Jared J. Nylund, Esq.  
Real Property Asset Manager  
New Hampshire Department of Administrative Services  
Via Email [jared.nylund@das.nh.gov](mailto:jared.nylund@das.nh.gov)

RE: Berlin Airport/NH National Guard – Ground Lease with the State of NH and related documents.

Attorney Nylund:

This letter confirms that the Berlin Airport Authority's Commissioners at their duly called and noticed meeting on January 15, 2025 approved the draft documents previously prepared with the assistance of the Berlin City Attorney. That approval included the authorization of Berlin City Manager Phil Warren to execute these documents on behalf of the Authority. This decision was further confirmed during the Commissioners' meeting on February 11, 2025. In the interests of time, I trust that this letter will assist you in finalizing the necessary filing with the Governor and Executive Council. If necessary, I am sure that the Commissioners can make a further "ratification" of their prior authorization at the next Commissioner's meeting in March. Please let us know if such is necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Cone", is written over a horizontal line.

Robert Cone,  
Chair of the Berlin Airport Authority  
Mayor of the City of Berlin

cc: Christopher L. Boldt, Esq. (Berlin City Attorney)



BERLMUN-01

VYUHAS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2025

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).

<b>PRODUCER</b> Avsurance Corporation 47 W. Ellsworth Rd. Ann Arbor, MI 48108	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 472-7090		FAX (A/C, No): (734) 663-8296
	E-MAIL ADDRESS: avsurence@avfuel.com		
<b>INSURED</b> Berlin Regional Airport Attn: Danielle Rioux 168 Main Street Berlin, NH 03670	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Global Aerospace Inc.		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR YVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		13000677	3/18/2024	3/18/2025	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$
							PRODUCTS - COMPOP AGG	\$ 2,000,000
							HKLL	\$ 500,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N 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)  
Department of Military Affairs and Veteran Services is additional insured on all applicable policies per lease agreement.

<b>CERTIFICATE HOLDER</b> Department of Military Affairs and Veterans Services 1 Minuteman Way Concord, NH 03301	<b>CANCELLATION</b> 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 



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<b>Participating Member:</b> City of Berlin City Hall 168 Main Street Berlin, NH 03570		<b>Member Number:</b> 120	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:		
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: \$1,000 <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease – Each Employee		\$2,000,000
			Disease – Policy Limit		
<input checked="" type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>	7/1/2024	7/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)		Deductible: \$1,000
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> – NH Public Risk Management Exchange</b>
			By: <i>Mary Beth Purcell</i>
State of New Hampshire – Dept of Military Affairs and Veterans Svcs. One Minuteman Way Concord, NH 03301			Date: 2/24/2025    mpurcell@nhprimex.org
			Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax