

Time: 8:00 a.m. - BOARD OF DIRECTORS' MEETING

**Place: 55 International Drive, Pease International Tradeport
Portsmouth, New Hampshire**

AGENDA

- I. Call to Order:
- II. Acceptance of Meeting Minutes: August 22, 2019*
- III. Public Comment:
- IV. Old Business:
 - A. Approvals:
 - 1. Lonza – (Parking Garage and Iron Parcel) * (Allard)
- V. Finance:
 - A. Reports:
 - 1. FY 2020 Financial Report for the Period Ending July 31, 2019 *
 - 2. Cash Flow Projections for the Nine Month Period Ending May 31, 2020*
- VI. Licenses/ROE/Easements/Rights of Way:
 - A. Reports:
 - 1. Right-of-Entry – NH DES to enter upon the premises located at 360 Corporate Drive for overflow parking *
 - 2. Right-of-Entry – U.S. Department of State – Active Shooter Training *
- VII. Leases:
 - A. Reports:
 - 1. Sublease between 231 Corporate Drive, LLC and University of New Hampshire *
 - 2. Sublease between One New Hampshire Avenue, LLC and PrimeLending *
 - 3. Shaines & McEachern Company Portsmouth – Exercise its second five (5) year option to extend sublease to September 30, 2025 *
- VIII. Contracts/Agreements:
 - A. Reports:
 - 1. aboutGOLF – Purchase of supplies for Golf Simulators *
 - B. Approvals:
 - 1. aboutGOLF – Three (3) year subscription * (Bohenko)
 - 2. 14 Person Passenger Bus – ADA Compliant * (Lamson)
- IX. Signs:
 - A. Reports:
 - 1. Purchase of Optima Bank by Cambridge Trust Bank *

X. Executive Director's Reports/Approvals

A. Reports:

1. Golf Course Operations
2. Airport Operations
 - a) Portsmouth International Airport at Pease (PSM)
 - b) Skyhaven Airport (DAW)
 - c) Noise Line Reports *

B. Approvals:

1. Bill for Legal Services * (Levesque)

XI. Division of Ports and Harbors:

A. Reports:

1. Right-of-Entry – Rye Harbor Marine Facility, Charter Board M/V Utopia *

B. Approvals:

1. Burge Dock – Guide Pile Replacement * (Allard)
2. Initial Proposed Schedule of Fees: Commercial Piers and Associated Facilities * (Torr)
3. Right-of-Entry Extension - Juliet Marine * (Bohenko)
4. Right-of-Entry Extension - Riverside and Pickering Marine Contractors at Market Street Terminal for Buoy Project* (Loughlin)
5. Right-of-Entry - Hampton, New England EcoAdventures * (Levesque)
6. Final Proposal Pda 500 Rules * (Torr)

XII. New Business:

XIII. Upcoming Meetings:


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|-------------------------------|------------------------------|
| Port Committee | October 03, 2019 @ 8:00 a.m. |
| Audit Committee | October 15, 2019 @ 8:00 a.m. |
| Board of Directors | October 17, 2019 @ 8:00 a.m. |
| Residential Housing Committee | October 17, 2019 @ TBD |

All Meetings begin at 8:00 a.m. unless otherwise posted.

XIV. Directors' Comments

XV. Adjournment

XVI. Press Questions

- * Related Materials Attached
- ** Related Materials Previously Sent
- *** Related Materials will be provided under separate cover
- + Materials to be distributed at Board Meeting
-  Confidential Materials

PEASE DEVELOPMENT AUTHORITY
BOARD OF DIRECTORS MEETING
MINUTES

Thursday, August 22, 2019

Presiding: Kevin H. Smith, Chairman
Present: Peter J. Loughlin, Vice Chairman; Robert A. Allard, Treasurer; John P. Bohenko; Neil Levesque and Franklin G. Torr
Telephonically: Margaret F. Lamson from 10:33 a.m. to 11:41 a.m. (during this time all votes were roll call votes)
Attending: David R. Mullen, Pease Development Authority (“PDA”) Executive Director; Paul E. Brean, PDA Deputy Director and Airport Director; Lynn M. Hinchee, General Counsel; PDA staff members; members of the public.

I. Call to Order:

Chairman Smith called the meeting to order at 10:34 a.m. in the Board conference room on the Pease International Tradeport at 55 International Drive, Portsmouth, New Hampshire.

II. Acceptance of Meeting Minutes: June 20, 2019

Director Loughlin moved and Director Allard seconded that the Pease Development Authority Board of Directors hereby accepts the minutes of the June 20, 2019 Board meeting.

Discussion: None. Disposition: Resolved by roll call (7 – 0) vote for; motion carried.

III. Public Comment:

There was no public comment.

IV. Committee Meetings:

A. Reports:

1. Residential Housing Committee Agenda

Chairman Smith asked General Counsel Lynn Marie Hinchee (Hinchee) if she had anything further she would like to add regarding this recent meeting; Hinchee indicated nothing to add. Chairman Smith indicated that the next meeting is scheduled for September 18, 2019 (the actual date of the meeting is September 19, 2019).

Director Allard moved and Director Loughlin seconded a motion to suspend the rules and move discussion regarding Northeast Rehabilitation up in the agenda for immediate discussion.

Discussion: None. Disposition: Resolved by roll call vote (7 - 0) for; motion carried.

Northeast Rehab (NR) was represented by Atty. Ari Pollack (Pollack), Pollack introduced John Prochilo, CEO; Lester Schindel, CFO; Charlie Champagne, Operations Manager; the Planning and Development team for the project consisting of Bradlee Mezquita of Tighe & Bond doing the civil engineering; Todd Hanson and Mark Moeller of JSA doing the architectural work. Pollack also indicated that Todd Sigmon, an executive at Wentworth Douglass Hospital (WD) neighbor to rear of site, attended to show support for the proposal as the abutting tenant, but had to leave due to another commitment. The facility is located at 105 Corporate Drive and NR is looking to double its efforts. The planning experts indicate the need of two variances from the PDA Zoning Ordinance for the expansion plan. Pollack provided each Board member with a signed copy of the requested variances (Board materials contained unsigned version) as well as a plan showing the existing footprint of the facility in the pink and the proposed two story expansion in the orange. Pollack indicated that NR will be presenting a Restrictive Covenant relating to the WD land to the rear. Pollack described the orange expansion area as traversing linearly across the frontage and a leg that goes toward the rear and setback. NR asked to deviate from the applicable 50' rear setback and observe a 10' setback from the lease line boundary. NR did consider a lease line adjustment with WD, who was amenable with an adjustment. However, WD's chlordane (old insecticide / pesticide applied in areas around the Tradeport during the Air Force era) pile needs to be managed onsite; WD's pile is located to the rear of NR (the area that would have been the lease line adjustment). After considering alternatives, NR decided the best approach would be to leave the management of the pile with WD and deal with this issue with both a request for a deviation from a 50' to 10' set back as well as obtain a covenant from WD not to disturb the pile in their front yard and/or develop the area. Essentially this would provide the full 50' set back by virtual of the 10' being observed by NR and the Restrictive Covenant WD is placing on its own lot. The forms / documents have been reviewed by PDA staff. NR has asked for relief from the hardship of the pile (NR does not want to take on the liability for the pile) and for the Board to recommend to the City of Portsmouth (COP) a variance from the 50' setback to a 10' setback on the condition that the Covenant be finalized and recorded.

Second, the expansion places NR under the requirement that a second loading berth would be necessary. However, NR has one loading berth and one works for them, NR doesn't want two loading berths. Rather than creating the hardship of building and operating something that is not needed, NR is asking for the relief to have only one loading berth. NR still has a long process ahead with the COP and lenders, and asked for Board recommendation regarding the concept plan showing the expansion and the two variances from the Pease Zoning ordinances. Pollack indicated the individuals he has with him at the presentation can answer any questions the Board may have.

Chairman Smith (Smith) asks if any of the Board members has any questions. Director Peter Loughlin (Loughlin) had a question concerning parking where requirement is 66 and NR has provided 147, Loughlin asked if it is NR's experience that this use generates a higher parking ratio than normally required by PDA. Pollack indicated in the early stages of construction of the existing facility it was thought to take advantage of the space so that parking wouldn't be an issue. There is a stormwater plan that can handle the impervious coverage. As approaching the

expansion it is recognized that NR is over parking requirements and with the expansion they remain in compliance so not going to add any additional impervious if it can be avoided.

Smith asks where NR will be placing its (soil) pile and Pollack responded that NR will add to its existing pile at the corner of Corporate Drive and the road going to the facilities behind NR. If it reaches a height that the pile creates a hazard for traffic then a second new pile will be created but NR does not want three piles.

Director Peggy Lamson (Lamson) indicated she had been over to NR recently and complimented the site work and what NR is doing with the vegetation as it is bringing more color to Corporate Drive.

Director Loughlin moved and Director Torr seconded that **the Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations, finalize, and execute the Pease Rehab/Wentworth Douglass restrictive covenant; and to approve, following any required approvals, the concept plan for 105 Corporate Drive as submitted by Pease Rehab, LLC, including the requests for deviations from the rear setback and loading berth requirements as shown on plans attached hereto and incorporated herein; all in accordance with the memorandum of Maria J. Stowell, P.E., Engineering Manager, dated August 13, 2019.**

Discussion: None. Disposition: Resolved by roll call vote (7 - 0) for; motion carried.

V. **Old Business:**

A. **Approvals:**

1. **Farley White**

Chairman Smith recognizes Director Loughlin to make a motion to move into non-public.

Director Loughlin moved and Director Allard seconded that **the Pease Development Authority Board of Directors enter non-public session pursuant to NH RSA 91-A:3 (2)(d) for the purpose of discussing the acquisition, sale or lease of property.**

Discussion: None. Disposition: Resolved by roll call vote (7 - 0) for; motion carried.

The meeting moved into non-public, the room was cleared, the video streaming turned off, but the voice recorder remained on.

Smith asked the three individuals to introduce themselves; Attorney John Dougherty (Dougherty) of Nutter McClennen & Fish LLP, counsel for the Farley White interests; John Power (Power) and Elizabeth Rucci from Farley White (FW).

Dougherty indicated that FW currently has a 127,000 sq. ft. Class A office building at 100 Arboretum and has been in negotiations with PDA to obtain a lease line revision to expand the premises which would enable a new 73,000 sq. ft. building (likely a multi-tenant office building). With respect to 100 Arboretum there is an existing operating lease that everyone is operating under which has about 40 to 45 years left in an unexpired term; the business

arrangement with PDA with what is known as 90 Arboretum would be an extension of term to 74 years and the rent is being recast from having 5 year CPI adjustments to annual CPI adjustments and a 25 year fair market value reset. During the last several months there has been tremendous progress between PDA and FW in negotiating the ground lease and FW was advised by PDA staff that there are outstanding issues needing Board approval. The August 9th letter submitted by FW summarizes the outstanding issues which included specific lease language. The short list of issues, 3 in particular, that FW looked to preserve the existing language which is contained in the current lease and to be applied to the new arrangement.

The 3 areas are:

1. **Application of the insurance proceeds after a casualty occurring:** Language in existing lease indicates a clause that lender's counsel (Goulston & Storrs representing Berkshire Bank) requires remain in the new lease. Language states that the leasehold mortgagee can apply insurance proceeds after a casualty to pay down its loan, should it choose. FW stated it would be unlikely, although not uncommon (i.e.; if a 10 year loan and a casualty occurs in the last year) lenders would say it will not release the money to rebuild and a new deal is renegotiated.
2. **Sublease approvals:** Pertaining to the office / spaces leases that FW would enter into with subtenants within the building (this concept is in the existing lease as well).
3. **Recognition:** The Board recognizes the FW tenants in place if FW (the middle man were out of the picture) that PDA would not evict the tenants. The current language provides that those tenants couldn't be in default and the tenants' rents would need to cover the PDA rent.

Even though the term is being extended these are important business issues to FW. In a multi-tenant Class A office building scenario which are important issues to keep in a future deal and FW requests they stay in place.

There were also discussions of FW having Right of First Refusal (ROFR) if PDA, for whatever reason were to sell. The current language is if PDA provides ROFR to another tenant at Pease, then FW would have that benefit as well.

Last issue is the rent schedule. There have been delays in the permitting and request that the new rent commencement date for the new property be June to allow a FW a 9 month period to basically construct the building and lease it up and not pay rent where it doesn't have the ability to receive rent from subtenants.

Hinchee indicated that there is an additional point that Dougherty did not cover which was the most recent draft of the lease has all of the rents adjusting on the same date and FW is not willing to do that.

Power, of FW, spoke to the comment to indicate that it is not that FW is not willing, rather it is highly unusual because the site is being expanded and a new building being built on it as opposed to a site being acquired and constructing a building. There is an existing situation and that lease would commence upon the signing of the new agreement (hypothetically

September 1st). Trying to marry the two together being that FW has a building which has no ability for revenue and will have no revenue until the building can be built (9 months or longer – prepared to go into the ground immediately) and FW has an existing building that will go on the new rent schedule essentially immediately.

Hinchee reminded the Board that the only approval PDA has from the FAA is to reset a lease to year zero and provide a 74 year term is if PDA does a new lease with the addition of property or addition of construction. PDA does not have the authority to use an old lease format and add a term onto it if resetting to year 0. Smith looked for clarification by indicating – if no building is built, Hinchee indicates that FW would receive an amendment to extend its existing term so that from the first day of the lease (which about 20 years has already run) so the total term from day one of the lease to the end of lease would be 74 years. So the way it has been currently drafted is that FW would be getting only one lease for the entirety of the properties, it starts at 0 and goes 74 years; so would have had the benefit of the property for 94 years.

Smith stated that the Board is interested in getting a deal done with FW as a new office building would be great, believed the Board and FW to be close. It is necessary to understand where FW is coming from where alternatives have been offered, want to be flexible without violating any FAA requirements.

Power indicated that FW has brought a rendering (which was passed among the Board members) on what FW is proposing. Hinchee has indicated that all past renderings have been circulated to the Board in terms of concept plans and designs but believes what the Board is currently viewing is more up-to-date.

Smith reviewed the list of outstanding items:

1. **Right of First Refusal (ROFR)**: As it is currently written, if PDA grants a ROFR to any other tenant PDA would extend the same offer to FW; asked if that is acceptable and response from FW individuals is in the affirmative. **Hinchee** indicated that is a policy decision for the Board so it has not been included, but if agreed on it... **Dougherty** indicates that Hinchee has drafted language that FW has approved.
2. **Insurance proceeds**: **Smith** indicated that PDA staff offered to include the provision in the lease as long as FW were to provide security to PDA for the promise to rebuild in the event of a loss. **Smith** asked if that is a provision acceptable to FW. **Dougherty** indicated that as FW understood it there was a guarantee, so the lease currently obligates FW to rebuild after the event of a casualty or a casualty of greater than 50% FW can walk away they don't have to rebuild. **Dougherty** understood PDA was looking for a security to guarantee it would rebuild the buildings. **Dougherty** went on to indicate that FW owns over one million square feet in New Hampshire; **Hinchee** further stated that FW does but the tenant in this instance, the obligated party, does not have any asset except this building. **Hinchee** clarified the information to the Board that if the mortgage lender uses the proceeds FW will not have insurance proceeds to rebuild and there is a contractual obligation to do so. However, this particular entity (has the right to sell the building to any other entity

without the approval of PDA) the next entity does not have an obligation to rebuild and may or may not have the assets to rebuild. PDA did not seek just a guarantee (Atty. Manchester offered a number of alternatives which may have been satisfactory for security) but the concept alone was rejected / no interest. **Dougherty** indicated that FW is a developer with sufficient means and again indicates the million square feet only in New Hampshire, FW owns a lot of property in New England and Florida. The request is not something FW will agree to; FW will be motivated to rebuild. If complete casualty, there is certain value there (intangible value). FW cannot envision a scenario where it would not rebuild. If the lender indicates that there is 6 months left on the term, the lender leaves – FW will negotiate with the lender, different lender, self-finance, whatever. **Dougherty** indicated that it is unusual to have a guarantee or Letter of Credit (LOC) to stand behind an obligation to rebuild. FW's position would be the concern of FW not standing behind this.

3. **Subleases / Tenant recognition**: **Smith** indicated that PDA staff agreed to automatically approve the extensions of all existing tenant subleases with the provision that they have an opportunity to review the subleases. PDA staff has offered to give them the same complete recognition FW has now, if can approve all new subleases. PDA does not need to approve the expansion of an existing lease or an existing tenant taking additional space. It is necessary to see all new subleases if PDA is going to recognize those tenants (that is how it was tied together). PDA listed items separately because recognition can be attained as requested if subleases can be viewed. Subleases are delegated to the Executive Director for approval and every month subleases are reported to the Board (of all tenants and some tenants have 28 buildings). FW lumped items together; PDA indicated can provide the recognition but needs to see subleases in advance. **Smith** asked FW what the hang up is on PDA not reviewing the subleases. **Dougherty** indicated FW doesn't have it now and the feeling is it shouldn't change. The concern is that there could be delays (i.e.; FW does not want to be in a situation where the Board, for whatever reason, indicates that this is not an appropriate tenant to have in its building or there could be delays in getting the approval). FW believes it is fast an efficient in turnarounds in processing deals and building out space and dealing with tenants. **Power** indicated that traditionally speaking most loans have high threshold levels for lender approval or have no lender approval on leases, partially due to timing. In this deal, and on this building, the financing is being wrapped into both buildings (100 and 90). The lender has agreed to a lender consent threshold of 25,000 sq. ft. or bigger (so lender doesn't have a say of 25,000 sq. ft. or larger) based on FW's reputation of doing a good job and being responsible to investment partners and existing customers. FW believes it has done a respectable if not a commendable job on the property operating at Arboretum Drive. **Hinchee** indicated the necessity for PDA staff looks at the existing policy and the fact that FW has free reign to transfer property to another entity. The timing issue was never addressed / concerns about delay. **Hinchee** indicated that if the timing issue had been brought to her attention she would have negotiated a timeframe within the lease so the review of sublease would be performed within a short period of time and return the consent back to FW, so long as standards were met. What PDA had been told was because FW didn't have this language in its

existing lease and they were not willing to do it in the future. **Hinchee** affirmed that approval is delegated to the Executive Director so long as it meets the 4 standard points in the lease. **Smith** indicated it does not need to wait to come to the Board; **Hinchee** indicated the sublease gets reported to the Board following execution and that a copy of the delegation was previously provided to counsel. **Dougherty** asked if the recognition was removed from the table, what would the value be to the Board of approving subleases? **Dougherty** further stated that at this price point FW would not be leasing to an ice cream shop / fly by night entity; therefore, not sure what the PDA's standard of review would be. **Executive Director David Mullen (Mullen)** indicated the concern of precedence as it is in other leases. **Mullen** further indicated being a state agency PDA treats everyone equally and without differentiation so it would be a burden for PDA to break precedence. **Dougherty** stated it is FW's precedence that it is in its current lease. **Hinchee** reiterated that this is a new lease, the Letter of Intent (LOI) and prior conversations made it clear, this is the benefit of the value being added to the existing property by giving the extended term. **Power** stated FW is not looking to take advantage of anyone, FW believes in what PDA has done, being in this area and City of Portsmouth and Town of Newington. FW has an agreement and has no need to change that agreement. If Board decides FW shouldn't build 90 Arboretum Drive FW will remain with its existing agreement.

Smith addressed **Power** for clarification of all of the items with the exception of the one area that the Board would have some flexibility. As mentioned earlier by **Hinchee**, the Board may go to June 2020 to start the rent. However, what **Smith** heard was the Board does not have any flexibility in the FAA rules that once a lease is reset to 0 it has to be a Fair Market Value (FMV) at that time, it cannot be at the existing rent was. **Hinchee** affirmed, she further stated that PDA does have leases that are in excess of FMV and those are being rewritten at its current rent – rent is not decreasing. This information has been provided to FW and FW's point is it is not an office building (i.e.; WD -- seen as medical use). Part of FW's parcel is already in excess of amount PDA is going to be charging going forward. FW will be paying \$17,800 but the blended rate is \$17,300 and going to \$17,400 so it is a very de minimis amount of rent. Administratively, the Board has made the decision that part of the reason to go forward with the leases for longer terms is to get a blended rate, one rate for each parcel / tenant and move forward. It is an administrative change from the policy of the Board which is why it was raised. At some point FW will go to FMV, not interested in arguing the existing lease. The existing property (which is slightly under FMV), if it ever fell substantially below, under the provisions of the lease that are subject to the FAA grant assurances the FAA could, and have at other airports, stated it is not going to recognize the rate. **Hinchee** indicated she doesn't believe it will happen at Pease due to the way PDA has structured the adjustment provisions of the lease (one rate one start). **Hinchee** stated that **Smith** sat through all negotiations with the FAA; FAA had two issues and one specifically was receiving FMV on properties the entire time. **Power** asked if the other was PDA would have to change all the existing terms of the lease. **Power** further stated that FW is happy to pay FMV, FW is not arguing the economics of the transaction and looking forward to get the building under construction. What FW is trying to do is relieve some of the burdens on the PDA on approvals and things on what we do today and are operating under.

Smith called for comments or questions from the Board. **Loughlin** had some comments and supported what the Chair stated that PDA hoped the building would go. Did not need to see the rendering due to the fact that everything that FW has done is first class. To FW it is a great idea and it is, but the regulator (Town/PDA) doesn't always view it in the same manner. Meaning if Town/PDA grants a particular approval every other resident in the town (landowner/taxpayer) wants the same treatment. When PDA has had policies and programs in effect that work he has been reluctant to change and over the years has been reluctant to disagree with PDA's legal advice. When PDA started out 30 years ago it was a real question as to whether this was going to work out at all – in New Hampshire no one did long-term leases (where you lease the land and you build your own building). **Loughlin** is very reluctant and understands FW's arguments – as a regulator sees the need for consistency. **Dougherty** indicated that **Hinchee** has been a tremendous advocate and Susan Manchester both have done a terrific job. What is unique with FW is it has these 3 provisions in current deal so it is hard to give that up – that is one of the hurdles.

Smith stated that the ROFR language was agreed upon by PDA staff and FW and if the Board were to approve that; and if the Board approves what FW is looking for with the insurance proceeds; if PDA writes into the tenant recognition a turnaround of three (3) business days by the Executive Director so PDA is still reviewing it but it is being turned around in a timely fashion – **Hinchee** confirms the approval of subleases and **Smith** affirms the approval of subleases; we extend the rent beginning date to June 2020 but at the proposed blended rate of \$17,475 – is that something FW could live with. **Power** asked if there would be a reasonableness standard on the consent. **Hinchee** indicated that there is a reasonableness standard already on the sublease consents in the lease – it is already written in. **Power** wanted to confirm; **Hinchee** again stated “not unreasonable withheld or delayed” is the standard. **Power** asked with regard to the recognition that would be given pending the approval of the subleases. **Hinchee** affirms that the recognition provision will be as it is in the existing lease, it is sublease approval provision that will change. **Hinchee** indicated that as long as PDA receives the sublease for approval we approved it and FW gets recognition. **Power** asked if it was for all leases; **Hinchee** indicated it is cumulative -- all leases. **Power** asked if there is a minimum size (1,000 ft; 500 ft; 2,000 ft); **Hinchee** confirms there is no size limitation. **Power** stated he is anticipating his heirs will inherit this transaction. **Power** indicates from his perspective that is an acceptable compromise, unless he is missing something. **Dougherty** indicates the other way to do it would be not to have the sublease approved but to have the recognition in the new building. So in other words leases above a certain square foot threshold in the new building... **Power**, no offense to but it becomes six and one half dozen of another... **Dougherty** indicated that subleasing... recognition happens when you are in default. **Hinchee** indicated that PDA would prefer to see all of the subleases; it is the practice of PDA and there are practical reasons for it. **Hinchee** stated that there have been times when PDA has reviewed a lease and the use is permitted but the use language deviates from the statutory language or zoning language and this is brought to the tenant's attention. **Power** asked if PDA would sign off on a form lease so if FW knew what the ground rules were upfront and FW would know the form so wouldn't get into a problem. **Hinchee** indicated that would not be an issue; **Power** stated that was reasonable. **Smith** indicates that the Board does not believe there is a concern with the subleases that FW is going to do. What this does is it doesn't set a precedent for the Board with other owners down the road but it provides FW with the security knowing it is going to be turned around and approved on a timely basis and it isn't

precedent setting for the Board. **Power** asked either Mullen or Hinchee if it were possible, as part of the process that if during a negotiation a question arises FW could contact PDA and ask for clarification if it is okay; **Mullen and Hinchee** indicated the expectation of FW reaching out to PDA for clarification. The issue on the insurance proceeds that has been explained to the Board is that PDA does not have this in any other lease (audit performed) and would not expect the Board would agree to this in the future. PDA does not have a tenant with this language in its existing lease so would not expect that it would be an automatic approval or that the Board would be changing policy on any particular point; just that there is a tenant with an exception already in its lease and so you will accept carrying it through to the new lease.

Smith asks the Board how it feels on what he has laid out as a compromise. Directors Allard (Allard) and Levesque (Levesque) indicate approval. **Dougherty** asked to clarify the sublease approval concept, so after 3 business days to reasonably approve. For some reason if PDA did not respond and Power needed to close a deal and it would be deemed approved if he didn't receive anything after a certain period of time; **Smith** indicates the Board would be okay with that. **Torr** indicates that the Board still has not resolved the insurance issue. **Smith** indicates that what Hinchee previously explained would be that if the Board were to agree to what FW is asking that this would not be precedent setting and it would not be deemed automatic in future lease agreements and that the reason behind accepting it for FW is because it is in its existing lease and the Board is granting an extension of that provision in FW's new lease. **Loughlin** asked if there is any other tenant this would affect; **Hinchee** responded not that PDA is aware of. After the insurance discussion came up on this lease PDA did a quick audit of the big tenant leases and it is not in the leases; the leases have the provision that the mortgage lender apply the proceeds in accordance with the other terms of the lease. Hinchee indicated that Dougherty had a conversation with Atty. Manchester regarding the mortgage and since he had not seen the mortgage yet, often the mortgage requires the rebuild as well. **Smith** asked Hinchee if there is any vote required and Hinchee responded that a vote would be taken in non-public. PDA has authority to negotiate but does not believe these points are covered. **Hinchee** explained the need for a motion to extend the authority to the Executive Director to complete negotiations and finalize the lease agreement in accordance with the discussions we have had, the presentation today since Dougherty has made the presentation for FW we can go with that.

Hinchee indicated the need to vote to come out of non-public session and stated did not see the need to keep the minutes confidential which gives PDA everything on the record which is needed. The Board can immediately take a vote in accordance with the discussion. **Smith** asked FW if there was anything else from its end. **Dougherty** indicated that the Board would go into public session and FW wouldn't have to make a presentation; **Hinchee** affirms. **Dougherty** asked as far as process for finalizing the lease, **Hinchee** indicated that she will be unavailable until Tuesday to get anything turned around. **Dougherty** asked if it could get signed next week; **Hinchee** stated that Mullen has authority to sign and there is very little to rewrite. **Power** stated that he was not sure whether the Board recognized the momentous event that 90 Arboretum will be as it will be the only building of its kind in New England and east of Minneapolis which is a mast timber frame building which is sustainable and LEED certified. Power indicated that he cannot think of a better place to have this be a "ground breaking building". It will get attention and people will come. **Smith** indicated the Board's willingness to show some flexibility and that the reputation and track record at the FW current site has been a great benefit to the Tradeport.

Chairman Smith moved and Director Allard seconded that **the Pease Development Authority Board of Directors come out of non-public session.**

Discussion: None. Disposition: Resolved by roll call vote (7 - 0) for; motion carried.

The Board came out of non-public session at 11:38 a.m. and Director Lamson disconnected from the meeting at 11:41 a.m. The meeting reconvened at 11:45 a.m.

Chairman Smith moved and Director Allard seconded a motion that **pursuant to NH RSA 91-A:3 (III) the divulgence of information discussed at its non-public session of August 22, 2019 meeting related to the acquisition, sale or lease of property do not require confidentiality.**

Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

Chairman Smith moved and Director Torr seconded that **the Executive Director complete negotiations and finalize the lease agreement with Farley White in accordance with the discussions that took place in the non-public session.**

Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

VI. Finance:

A. Reports:

1. FY 2019 Financial Report for the Twelve Month Period Ending June 30, 2019 (Preliminary)

Finance Director Irv Canner (Canner) indicated PDA is preparing for its year-end audit; have gone through many closings and have the certified ready to go. The auditors will be at PDA as of September 3rd and it is anticipated they will stay the week.

The trends in terms of higher operating revenues has continued throughout the year. PDA has seen an increase of just over 6% than budgeted which comes from pay-for-parking; wharfage and dockage activities, and fuel revenues (both areas exceeded the PDA budgeted numbers); and overran expenses just under 3%; when you bring the two numbers together there is a positive variance. PDA's most current numbers getting ready for the auditors that number is positive after going through an aggressive closing process. Expenses which have been discussed (i.e.; personnel services) is on budget; there is a charge out which indicates the location that the wages are for (i.e.; Airport, Skyhaven etc.). Staffing as of June 30th was 157 individuals and current payroll is for 161 individuals; this number will be reduced at the end of the summer season. The balance sheet shown is better than last year, the big change which is not indicated is a reduction in pension liability and OPEB liability by 12%. The construction process indicates a reduction in capital expenditures primarily in the areas of the Barge Dock; terminal (design work etc.), Golf Course equipment and initial monies for the runway and modifications.

The pay-for-parking and fuel flowage which were new items added in FY18 exceeded budgeted expectations. Enplanements as of June 30th up by approximately 40% close to 69,000. Skyhaven for the year ended with a deficit in terms of operations. Historically since PDA has taken on Skyhaven it shows that the revenues, which are tied to the rentals, don't justify the expenses. The fuel side came in slightly over what was budgeted. Cumulatively PDA has absorbed approximately \$1.7 million in capital expenditures and debt repayment.

The golf course operations as of June 30th (fiscal year) show an increase in operating revenues by 8% influenced by public play. Overall operating income greater than budgeted, Grill 28 came in 4% greater than last year and simulator was up by about 12%.

Port unrestricted funds were up from wharfage and dockage fees influenced the positive 16% increase in operating revenues shown.

These are preliminary numbers and do not expect any surprises when the auditors commence.

2. Cash Flow Projections for the Nine Month Period Ending April 30, 2020

Canner indicates that the cash balance is anticipated to decrease by 85% which is due to the anticipated activities at the terminal expansion during the next nine months and the runway work modifications as well. Anticipates that PDA will have to go into debt in late December and in April may need to draw the Revolving Line of Credit (RLOC) (indicated that the RLOC is \$15 million) which will be due to financial commitments over the next several months. Indicated that as of June 30th PDA had just over \$37 million dollars in commitments under contract (terminal, runway and Barge Dock).

3. Revolving Loan Fund

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of Revolving Loan Fund Documents," Mr. Mullen reported the a loan in the amount of \$27,000 to Scott Heisey at an interest rate of 4% for the purchase of a vessel, gear, equipment and accessories.

VII. Licenses/ROE/Easements/Rights of Way:

In accordance with the "Delegation to Executive Director: Consent, Approval and Execution of License Agreements," Mr. Mullen reported the following:

A. Reports:

1. Big Brothers Big Sisters – 62 Durham Street

Mr. Mullen indicated that Big Brothers Big Sisters ("BBBS") has been granted a Right of Entry to use the parking area adjacent to 62 Durham Street on September 21, 2019 from 4:00 p.m. to 11:59 p.m. for the purpose of parking BBBS event participant vehicles and being hosted by Port City Air.

2. National Visa Center - 100 New Hampshire Avenue

Mr. Mullen indicated that the National Visa Center (“NVC”) was granted a Right of Entry to utilize 100 ± parking spaces at 100 New Hampshire Avenue from 8:00 a.m. through 5:00 p.m. on Friday, July 26, 2019, for the purpose of providing NVC employees a location to park while NVC is hosting a Naturalization Ceremony at its location of 32 Rochester Avenue.

VIII. Leases:

In accordance with the “Delegation to Executive Director: Consent, Approval of Sub-lease Agreements,” Mr. Mullen reported on the following subleases:

A. Reports:

1. Sublease between 222 International, Limited Partnership and Seacoast Business Machines, Incorporated

Mr. Mullen indicated that 222 International, Limited Partnership entered into a sublease with Seacoast Business Machines, Incorporated (“SBM”) for 937 square feet within the leased premises at 195 New Hampshire Avenue, for a period of three (3) years, with an effective date of July 1, 2019. SBM will use the premises for general office use and related uses. Director Lamson approved the sublease.

2. Sublease between 200 International, Limited Partnership and Landry Architects, PLLC

Mr. Mullen indicated that 200 International, Limited Partnership entered into a sublease with Landry Architects, PLLC for 1,943 square feet within the leased premises at 200 International Drive, for a period of five (5) years, with an effective date of August 15, 2019. Landry Architects, PLLC will use the premises for general office use and related uses. Director Lamson approved the sublease.

3. Sublease between 2 International Group, LLC and HII Fleet Support Group, LLC

Mr. Mullen indicated that 2 International Group, LLC entered into a sublease with HII Fleet Support Group, LLC (“HII”) for 4,513 square feet within the leased premises at 2 International Drive, for a period of five (5) years and two (2) months, with an effective date of November 1, 2019. HII will use the premises for general office use and related uses. Director Lamson approved the sublease.

4. Next Level Now, Inc. – Exercise of Renewal Option

Mr. Mullen indicated that Next Level Now, Inc. has exercised the first of two One (1) year renewal options for property located at 16 Pease Boulevard and its Lease has been extended through July 31, 2020.

B. Approvals:

1. Northeast Rehabilitation Expansion – Concept Plan

This item was moved and addressed at the beginning of the Board meeting.

IX. Contracts/Agreements:

A. Reports:

1. Sea Wall Failure - Portsmouth Commercial Fish Pier – Appledore Marine Engineering

In accordance with the “Delegation to Executive Director: Consent, Approval and Execution of Documents and Expenditure of Funds for Emergency Repairs” Mr. Mullen reported that PDA-DPH entered into a contract with Appledore Marine Engineering, LLC in an amount not to exceed \$42,950 with respect to the Sea Wall Failure, Portsmouth Commercial Fish Pier to monitor the potential failure and inspect the sea wall tieback system, which is ten (10) feet below the existing grade. Director Loughlin granted his consent to this request on June 17, 2019.

2. Purchase of Replacement Computers from Dell

In accordance with Article 3.9.1.1 of the PDA Bylaws, Mr. Mullen indicated that Director Peter Loughlin authorized the purchase of computer replacement equipment from Dell in the amount of \$5,859.13. Director Loughlin granted his consent to this request on August 1, 2019.

3. Solar Feasibility Study - Competitive Energy Services, LLC (CES)

In accordance with Article 3.9.1.1 of the PDA Bylaws, Mr. Mullen indicated that and that Director Robert Allard authorized PDA to enter into a contract with Competitive Energy Services, LLC (CES) in an amount of \$7,000 to perform a Solar Feasibility Study at Pease Tradeport, Port of New Hampshire and Skyhaven Airport (DAW) to include an overview of potential installation sites, whether on buildings or parcels. Director Allard granted his consent to this request on August 9, 2019.

B. Approvals:

1. Allied Equipment, LLC – Weedtechnics Model SW800 Steamwand System for Weed Control

Director Levesque moved and Director Torr seconded that the Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into an agreement with Allied Equipment, LLC (“Allied”) in a total amount not to exceed \$21,841.00 for the purchase of a Weedtechnics Model SW800 Steamwand System (“Weedtechnics”) weed control machine for use at the Pease Tradeport, Pease Golf Course, Portsmouth International Airport at Pease (“PSM”) and Skyhaven Airport (DAW); all in accordance with the memorandum of Paul E. Brean, Airport Director, dated April 4, 2019 (scribner error as date should read August 8, 2019).

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement based on the following reasons:

- The Weedtechnics SW800 is the only locally distributed organic weed steamer and has been purchased for a consistent price by neighboring municipalities.
- The current status of herbicide application licensing and permitting near a watershed will challenge the ability of the airport to stay in compliance with FAA Regulations.

Note: This motion required 5 affirmative votes.

Discussion: Director Bohenko (Bohenko) indicated that the City of Portsmouth (COP) had tested the item and it has limited capacity in what it can do. PDA Deputy Director / PSM Airport Director Paul Brean (Brean) indicated that the item worked well in the PDA application primarily along the cracks and along the airfield. Bohenko indicated that PDA probably doesn’t want to put the chemicals down anymore; Brean agreed.

Disposition: Resolved by roll call vote; motion carried.

2. **NRC East Environmental Services, Inc. - Emergency Spill Response & Waste Disposal Services**

Director Torr moved and Director Allard seconded that The Pease Development Authority Board of Directors hereby authorizes the Executive Director to award and enter into a contract with NRC East Environmental Services, Inc. of Franklin, MA to provide Emergency Spill Response & Waste Disposal Services to the Pease Development Authority. The contract is for a period of three (3) years with two (2) one (1) year options to renew; all in accordance with the memorandum of Maria J. Stowell, P.E. Manager - Engineering, dated August 8, 2019.

Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

X. **Signs:**

A. **Reports:**

1. **325 Corporate DR II, LLC – Signage Change**

In accordance with the “Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs” Mr. Mullen reported that PDA has approved a minor signage change request by The Kane Company to update existing signage at property located at 325 Corporate Drive. Director Loughlin granted his consent to this request on July 11, 2019.

XI. Executive Director’s Reports/Approvals

A. Reports:

1. Golf Course Operations

Golf Course General Manager Scott DeVito (DeVito) indicated that the maintenance department just finished its aeration of the greens (the last couple of years this has been targeted to be done the third week in August). The course has its annual membership drive commencing Monday, September 9th, with Pay Now Play Now. September is a busy tournament month with over 750 pre-booked rounds.

2. Airport Operations

- a) Portsmouth International Airport at Pease (PSM)
- b) Skyhaven Airport (DAW)

Deputy Director / Airport Director Paul Brean (Brean) indicated that it has been the busiest July in the history of the terminal with 21,000 passengers coming and going (scheduled and charter enplanements). Strong fuel flowage for the month of July due to heavy cargo and larger aircraft used for technical stops. Revenue parking had about 900 transactions for the month of July and are above our projected revenue. Seasonal airline services are wrapping up and the NHANG received the first two of the KC46s. Terminal construction is moving along.

c) Noise Line Reports (June and July)

There were a total of six (6) noise inquiries in June, 2019. Four (4) inquiries were for rotor-wing aircraft (from two residences - one from Portsmouth, NH and the other from South Berwick, ME) all were concerning Seacoast Helicopters; one (1) inquiry was for fixed wing aircraft (from Durham, NH concerning two C130 aircraft) and the last inquiry was for both fixed and rotor—wing aircraft flying over the University of New Hampshire (from the same Durham, NH residence indicated above).

There were no noise inquiries in July, 2019.

Director Levesque (Levesque) asked about the Russian jet and Brean responded that it is a Ukrainian Antonov - 124 doing contract work for Raytheon.

B. Approvals:

i. Bills for Legal Services

Director Bohenko moved and Director Torr seconded that **the Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$79,504.64 for legal services to the Pease Development Authority by KutakRock**

in the amount of \$1,107.00 and Sheehan, Phinney, Bass & Green in the amount of \$78,397.64.

Discussion: None. Disposition: Resolved by unanimous vote for; motion carried.

ii. IT Director – New Position

Director Bohenko moved and Director Torr seconded that in accordance with the provisions of Section 3.11 of the Second Amendment to By-Laws of the Pease Development Authority, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to create the position of Information Technology (IT) Director and to immediately fill said position with an appropriately qualified candidate; all in accordance with the memorandum of David R. Mullen, Executive Director, dated July 8, 2019.

Discussion: Mullen indicated that Berry Dunn had done an assessment of PDA's IT and indicated that there were areas that needed addressing so the responsibility of this new position would be to take care of those issues and it will help to take PDA further into the future. Bohenko asked if this person would be for a lot of support on desktop computers. Mullen indicated that currently PDA has Jess doing all of the site work, so this new individual will give a larger view assessment and set us up into the future. Bohenko asked if with storage PDA is in the "cloud" and Mullen indicated he did not believe so. Bohenko also asked if the new individual would be looking at the cloud and Mullen affirmed. Lastly, Bohenko asked if the IT person would updating the website; Mullen indicated there is room for that, further indicated that the website is maintained by Liz and an intern who is assisting as well. Mullen indicated the IT person would provide direction PDA has not had in the past. Bohenko asked about going to electronic packets which are done at the City by utilizing iPads and everything can be stored so you can go back and look at prior information; the only cost would probably be 10 iPads. Bohenko asks if this IT position would be replacing a position; Mullen indicates it would be a new position.

Disposition: Resolved by unanimous vote for; motion carried.

iii. Security Specialist/Trusted Agent– New Position

Director Allard moved and Director Loughlin seconded that in accordance with the provisions of Section 3.11 of the Second Amendment to By-Laws of the Pease Development Authority, the Pease Development Authority Board of Directors hereby approves of and authorizes the Executive Director to create the position of Security Specialist/Trusted Agent and to immediately fill said position with an appropriately qualified candidate; all in accordance with a memorandum from Paul E. Brean, PDA Deputy Director/PSM Airport Director, dated July 23, 2019.

Discussion: Bohenko asked if this was a fulltime position; Brean indicated it was and benefited. Bohenko asked where there are two new positions has PDA not filled two positions; Canner responded two unfilled positions. Bohenko stated keeping the table organization the same and reallocating resources to other positions. Mullen indicated no they would be in addition;

Canner indicated these would be two incremental positions to the staff. Bohenko again asked if these would be reallocating positions due to changes in requirements; Mullen indicated two new positions. Bohenko stated that would be two new to the two open positions; Canner indicated that was a question an operational question for Brean. Brean indicated that some positions have been outsourced in this calendar year and the intent is not to backfill those. Bohenko asked if net operation for Brean will be the same and Brean affirms and as plans move forward for succession planning PDA may have someone to shadow [a position] but would eventually be cut back.

Bohenko asked if through the transition period there would be an elimination of position(s); Mullen indicated PDA did not think it could at this point but would take a look as time moves forward.

Smith added that the Executive Committee had gone through the organizational chart with staff and discussed the new positions. From the Executive Committee's perspective, it is appropriate given the needs and growth on the airport side and the fact that there isn't an IT person onsite. Bohenko indicated that it wasn't about the positions, was wondering if there was anything that wasn't going to be filled.

Disposition: Resolved by unanimous vote for; motion carried.

iv. Acceptance of potential Congestion Mitigation Air Quality (CMAQ) grants

Director Bohenko moved and Director Allard seconded that the Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete and submit to the NH Department of Transportation the grant applications for two potentially eligible air quality improvement and congestion mitigation projects from the Congestion Mitigation and Air Quality (CMAQ) Program and to:

1. Accept, if offered, a grant in the amount \$40,000 in CMAQ funding for the installation of electrical vehicle charging stations at the golf course and airport terminal parking lots and expend \$10,000 in matching funds; and
2. Accept, if offered, a grant in the amount \$360,000 in CMAQ funding for construction of a right turn lane on New Hampshire Ave and expend \$80,000 in matching funds;

all in accordance with the memorandum of Maria J. Stowell, P.E. Manager - Engineering, dated August 2, 2019.

Discussion: Bohenko asked if the charging stations would be available to the public or just golf carts; Stowell indicated the charging stations would be for the automobiles of public/customers at the golf course and the terminal. Bohenko asked if it would be free to the public or would there be a charge. Stowell indicated that PDA was looking at a swipe/charge. Bohenko indicated that there are rules to indicate you can't charge for the electricity, indicated charging would have to be looked at (issues with charging and doing it a certain way). Stowell indicated you can't be a utility so it might have to be some sort of fixed charge.

Allard asked PDA chances on getting this (50/50); Stowell indicated attended a meeting and were told how much money was available statewide – it is very competitive and assumes the COP is putting in some applications as well. Allard asked if this was for electric cars; Stowell affirmed for customers if they have an electric car and want to drive it to the golf course they can be charging vehicle while golfing. Allard asked how many electric cars in New Hampshire. Stowell indicated that there are more and more (Lonza has a few parking stations in its garage and Bottomline has some parking stations). Stowell further indicated that she believed there are four or five tenants who provide electric cars for its employees.

Disposition: Resolved by unanimous vote for; motion carried.

XII. Division of Ports and Harbors:

Geno J. Marconi (“Marconi), Division Director of the Division of Ports and Harbors (“DPH”), reported on Division activities, and the reports before the Board represent the current business at the DPH.

A. Reports:

1. Port Advisory Council – Meeting Minutes of May 8, 2019

Marconi indicated that the Port Advisory Council met May 8, 2019 and the minutes are included in the agenda; the Council adjourns for the month of July and August so will pick up again in September. Anticipates that the June minutes will be approved at the September meeting.

2. Commercial Mooring for Hire Permit Application – Kittery Point Yacht Club

Marconi indicated that DPH received a request for a commercial mooring for hire from Kittery Point Yacht Club and that under the Code of Administration of Rules there is an ability to have a Commercial for Hire allowed; upon review by the Harbor Master a recommendation is made to the Executive Director who is allowed to sign off through the Delegation of Authority.

3. Request to Transfer Commercial Mooring – Adam Baker to Jason Townsend

Marconi indicated that a Commercial Mooring Transfer has been requested and met the Code of Administration of Rules; upon review by the Harbor Master a recommendation was made to the Executive Director who signed off through the Delegation of Authority.

4. Portsmouth Fish Pier Sea Wall Update – Appledore Marine Engineering Report

Marconi indicated that the Sea Wall has worsened; proposals have been requested to stabilize the wall. DPH received one proposal from Riverside Pickering and its proposal was

approximately \$24,000 to go in and drive 8 pilings on an angle and attach them to the wall by welding in an effort to stop the migration of the wall so it doesn't fall into the river. Marconi further indicated receipt of an emergency wetlands permit from DES and spoke of how condition surveys are done on the facilities (one was done on Fish Pier facility), and even though the facility is old, the report received from the engineering firm did not indicate that the wall was in eminent danger of collapse as issue was below the ground. Has been in touch with the Governor's office and leadership in the Senate in an effort to find funding to replace wall. Have to assume that if 50' of the wall failed, the remainder of the wall was constructed in the same manner and may fail as well. Levesque asked the total estimate to replace the wall; Marconi responded \$3.2 million dollars; one of the driving factors to the cost is the need to make the repair from a crane on a barge versus on land as well as part of the wall is within 20' of the building and the anchor system is underneath the building presenting an engineering and construction dilemma. Propose to drive another wall two feet outside the existing wall and go into the existing tie backs because the report indicates that the tiebacks are in good condition. Had been planning a few years out to do the replacement with the thought of doing a concept plan to replace whole facility, going to the legislature and ask for funding during the next budget season for grant money from US DOT. Marconi indicated that some of these projects are eligible for DOT grant money. Allard asked if DPH had approximately \$12 million dollars to do work on the pier; Marconi indicated that project has not been started yet. Allard asked if that was specific to the big pier; Marconi affirmed and stated that was a DOT grant specific to the rehabilitation and modification of the existing main ship dock. Allard asked if those funds could cross and Marconi indicated that the BUILD program is funded to 2022 and there may be approximately \$5 million dollars left in the program. Allard asked where the \$3 million would come from; Marconi responded that was what he asked D'Allesandro and the Governor's budget director. Allard asked if there is some kind of fund available; Marconi indicated that there are different ideas that are being weighed. Levesque asked for verification that this property is owned by the State; Marconi affirmed. Levesque further stated that PDA is not on the hook for this wall; Marconi again affirmed and further stated that during discussions with Senator D'Allesandro who is the Chairman of the Finance Committee it was confirmed that the property is owned by the State and operated by PDA - DPH.

5. Jocelyn Marine Services, Inc. – Right of Entry Renewal

Marconi indicated that Jocelyn Marine Services, Inc. requested to exercise its second and final option to renew its Right of Entry to provide boat hauling and launching services at the Hampton Harbor Marine Facility from July 1, 2019 to June 30, 2020.

6. Kokosing Industrial, Durocher Marine Division – Right of Entry for use of the Market Street Terminal premises

Marconi indicated that in accordance with the "Delegation to Executive Director: Consent, Approval and Execution of License Agreements and Rights of Entry" Mr. Mullen approved the request from Kokosing Industrial, Durocher Marine Division for storage of cable reels and assembling of equipment in association with its Little Bay cable project at the Market Street Terminal (555 Market Street) from August 6, 2019 through December 31, 2019. Director Loughlin granted his consent to this request on July 31, 2019. Primarily contractor for hull

alignments going under Little Bay, the ship's anticipated arrival is September 3rd or 4th, and it is coming from Korea. The ship is coming in with the spools of cable on it.

7. LS Cable America Ltd. – Right of Entry for use of the Market Street Terminal premises

Marconi indicated that in accordance with the “Delegation to Executive Director: Consent, Approval and Execution of License Agreements and Rights of Entry” Mr. Mullen approved the request from LS Cable America Ltd. for storage at the Market Street Terminal (555 Market Street) of underground cable transmission material in association with its F-107 UNH Project from August 19, 2019 through December 14, 2019. Director Torr granted his consent to this request on August 15, 2019. This company owns the cable associated with the Kokosing project for laydown area to put the cable spools and transfer onto the barges as the project progresses. Some of the cables will be loaded directly onto the barges and the remaining spools will be placed in the laydown area.

Lastly, Marconi praised his staff for the hard work which was done while the Tall Ship Eagle was here the beginning of August. The security for the traffic and public/pedestrian patterns, concession tent, barricades to protect the public and vessel from intrusion were laid out by Security Supervisor Dan Pollinger; Deputy Chief Harbormaster Grant Nichols was in charge of overall security and coordinated with local and State police, State Police Bomb Squad, Coast Guard, security personnel; Operations Manager Whit Anderson and Tyler Zabkar did all the heavy lifting, moving jersey barriers around, cleaning things up; and back office stuff with Lana and Brenda in the office area. Torr indicated that Captain Marconi was working hard as well.

XIII. Special Events:

A. Report

Executive Director Mullen indicated that there will be three (3) races which will be held during the month of September as indicated below.

1. **September 2, 2019 - St. Charles Children's Home 5k run,**
2. **September 7, 2019 - Newington School Supporters 5 mile run; and**
3. **September 28, 2019 - Bottomline Technologies 5k run.**

XIV. New Business:

XV. Upcoming Meetings:

Board of Directors September 19, 2019 @ 8:00 a.m.

Residential Housing Committee September 19, 2019 @ TBD

All Meetings begin at 8:00 a.m. unless otherwise posted.

XVI. Directors' Comments:

Director Levesque thanked Hinchee for coming back early from her vacation to attend the rescheduled Board meeting.

Chairman Smith appreciated all of the hard work and efforts by the PDA Board in moving the meeting from the August 15th to August 22nd and the Board and PDA staffs' efforts during the non-public meeting and the months of negotiations that led up to the non-public.

XVII. Adjournment:

Director Torr moved and Director Allard seconded to **adjourn the Board meeting**.

Discussion: None. Disposition: Resolved by unanimous roll call vote for; motion carried. Meeting adjourned at **12:34 p.m.**

XVIII. Press Questions:

There were no questions from the press who attended the meeting.

Respectfully submitted,



David R. Mullen
Executive Director

MOTION

Director Allard:

The Pease Development Authority Board of Directors hereby approves of Lonza Biologics, Inc.'s ("Lonza") revised conceptual plan to convert one of the parking garages at 70/80 Corporate Drive to a central utility building and to add four floors (total of seven) to the second parking garage to replace the lost spaces; all in accordance with the terms and conditions set forth in the memorandum of Maria J. Stowell, P.E., Manager – Engineering, dated September 10, 2019 attached hereto.

N:\RESOLVES\2019\Lonza Amd to Site Plan (Parking garage to utility building and add floors to second garage).docx



MEMORANDUM

To: David R. Mullen, Executive Director
 From: Maria J. Stowell, P.E., Engineering Manager *Maria*
 Date: September 10, 2019
 Subject: Lonza Minor Amendment to Site Plan, 70/80 Corporate Drive

Last year, the Board approved Lonza’s concept plan for a major expansion of its facility on the parcel at 70/80 Corporate Drive, also known as the iron parcel. The development plan received approvals from the Portsmouth Planning Board on January 17th of this year. Recently, Lonza has submitted a request for approval of an amendment to its site plan.

The attached letter from Lonza’s counsel explains the need for the amendment. In summary, Lonza is seeking to change one of its two approved parking garages to a central utility building. The lost parking spaces would be replaced by adding floors (four floors to seven) to the remaining parking garage. While the original plan would have the parking garages built in separate phases, the amended plan is to build the single garage in Phase 1B, making it available when the first main production building is completed and occupied. The seven story parking garage will be approximately 85 to 90 feet high, or 15 to 20 feet below the elevation of the main buildings. There will be no change to the footprint size or shape of any building.





As indicated in Part 407.03 of the PDA Site Review regulations, amendment requests shall be evaluated at staff level and if deemed minor (having no or only inconsequential impact) shall not require additional review and approval. Alternatively, staff may seek review by the Board. It is the opinion of staff and the City’s Planning Director that this amendment can be considered minor in terms of use and impact to the site. However, in light of the visual impact, the PDA Board should be given the opportunity to review the revised concept.

The new phasing for the garage construction will impact the lease terms, in that Lonza will be using a greater land area sooner than originally anticipated. Lonza has provided information on the affected land area so that the lease terms can be adjusted accordingly.

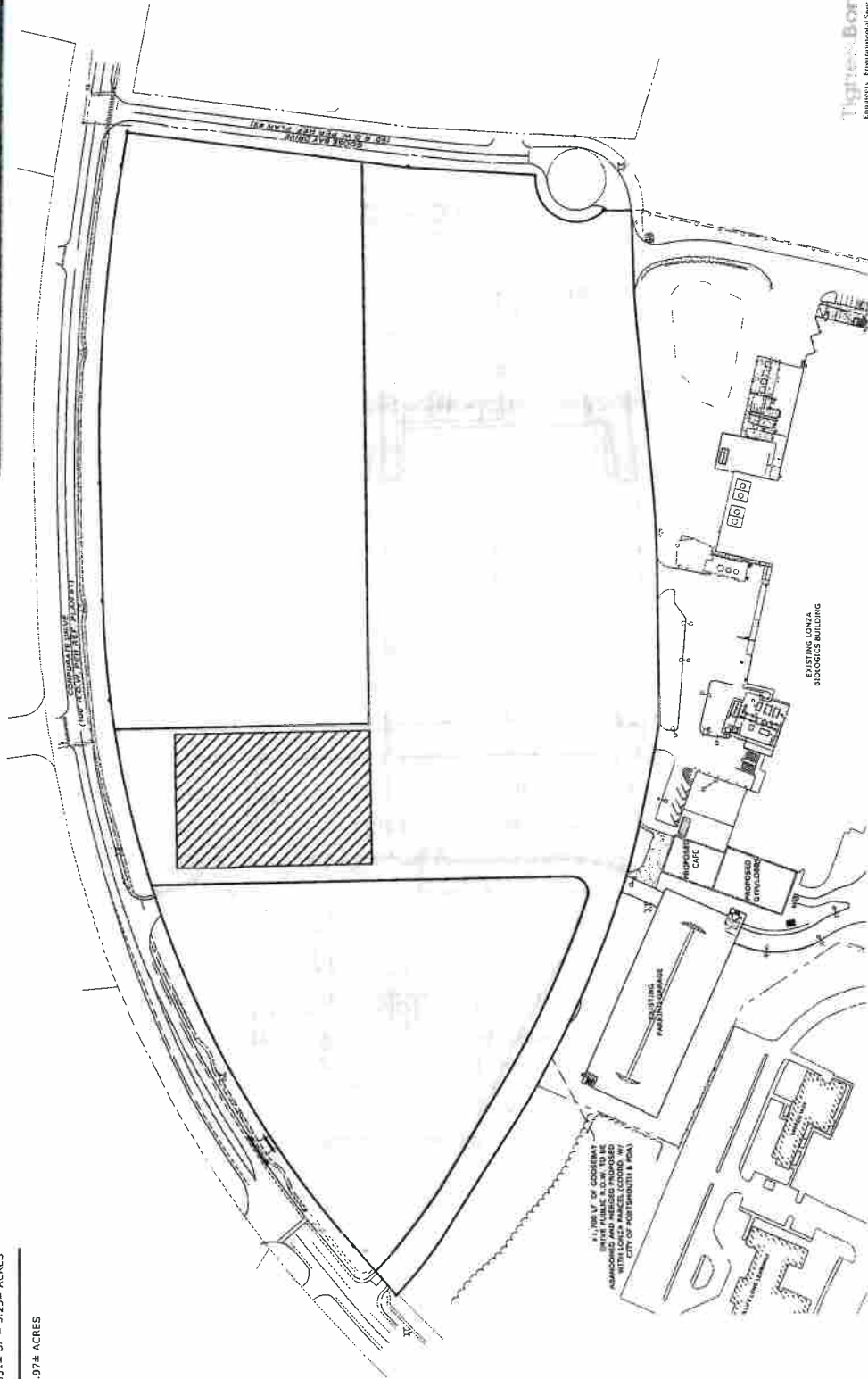
At next week’s Board meeting, please seek approval of Lonza’s revised conceptual plan to convert one of the parking garages to a central utility building and add floors to the second parking garage to replace the lost spaces.

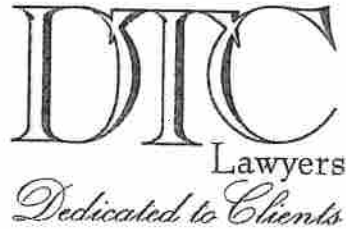
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LONZA BIOLOGICS
 IRON PARCEL
 PORTSMOUTH, NEW HAMPSHIRE
 LAND AREA EXHIBIT

-  LAND AREA #1 = 560,555± SF = 12.86± ACRES
-  GARAGE LAND AREA = 59,786± SF
-  LAND AREA #2 = 343,258± SF = 7.88± ACRES
-  LAND AREA #3 = 228,031± SF = 5.23± ACRES

TOTAL = 25.97± ACRES





CELEBRATING OVER 30 YEARS OF SERVICE TO OUR CLIENTS

ROBERT D. CIANDELLA
LIZABETH M. MACDONALD
JOHN J. RATIGAN
DENISE A. POULOS
ROBERT M. DEROSIER
CHRISTOPHER L. BOLDT
SHARON CUDDY SOMERS
DOUGLAS M. MANSFIELD
KATHERINE B. MILLER
CHRISTOPHER T. HILSON
HEIDI J. BARRETT-KITCHEN
JUSTIN L. PASAY
ERIC A. MAHER
AMELIA G. SRETER
BRENDAN A. O'DONNELL

RETIRED
MICHAEL J. DONAHUE
CHARLES F. TUCKER
NICHOLAS R. AESCHLIMAN

August 21, 2019

Via Email and U.S. Mail

M.Stowell@peasedev.org

Maria Stowell, Engineering Manager
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Re: Request by Lonza Biologics ("Lonza") for Approval of Minor Amendment to Approve Site Plan

Dear Maria:

I write on behalf of Lonza to request that you, acting in your capacity as Building Inspector, and pursuant to the authority stated at Part 407.03 of the Site Review regulations of the Pease Development Authority ("PDA"), approve the amendment to Lonza's approved site plan, as described below and in the attached plans.

The critical fact about the proposed amendment being presented here is that the amendment does not implicate any traffic or other off site considerations. The Amendment as proposed does not trigger population of the Lonza site with additional workers but rather reorders elements of the approved site plan. Accordingly, we submit that this request a minor amendment meets the standard at Part 407.03 and thus does not require full site plan review and approval.

Immediately below we summarily describe the changes we seek by this request for minor amendment. The enclosed plans depict those changes.

We propose to change what had been designated as proposed parking garage number 1 to a Central Utility Building ("CUB"). The shell of the CUB would be constructed during Phase 1B of our amended approval and fit up of the CUB would occur in subsequent phases. The CUB would have the same footprint as the prior proposed garage. We propose to increase the size of the remaining proposed parking garage (previously referred to as Proposed Parking Garage #2) from a four story garage to a 7 story garage that would accommodate all of the new parking previously identified for the project. The Proposed Parking Garage would be built during Phase 1B.

DONAHUE, TUCKER & CIANDELLA, PLLC
16 Acadia Lane, P.O. Box 630, Exeter, NH 03833
111 Maplewood Avenue, Suite D, Portsmouth, NH 03801
Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253
83 Clinton Street, Concord, NH 03301

Maria Stowell, Engineering Manager

Page 2

August 21, 2019

There will be no change to impervious surface and overall storm water management design for the full build out of the site since footprints of buildings remain the same. Gravel Wetland #2 would be constructed during phase 1B to capture run off from the proposed garage. There will be no change to overall traffic patterns since all employees connected to existing Lonza operations will still be entering and exiting from the same driveway. Fundamentally, the only change will be that these employees will be parking in two garages now instead of three.

As noted above, proposed Building 1 will be constructed as a shell and will not be occupied during Phase 1B. The express condition of Lonza's existing approval, that occupancy of Building 1 will not occur until fit up is approved by subsequent site plan approval, remains the same. Phase 1A of the approved site plan remains the same; there is no change to Phase 1A.

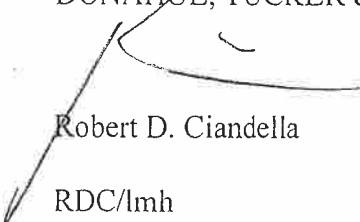
The foregoing describes in summary fashion the changes to our existing site plan which we seek to have approved by you as a minor amendment. We understand that one element of what is described above will require a report to the PDA Board of Directors.

This concludes our request. This letter and the enclosed plans, constitute our request for approval of a minor amendment to the Lonza site plan granted by the City of Portsmouth Planning Board by Notice of Decision dated 18 January 2019. For your information and convenience, I have enclosed a copy of that notice of decision.

Thank you for your attention, please let me know if you have any questions or comments regarding the forgoing or the enclosed.

Yours truly,

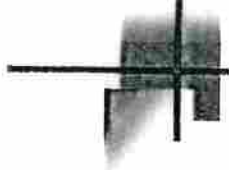
DONAHUE, TUCKER & CIANDELLA, PLLC



Robert D. Ciandella

RDC/lmh

cc: Lonza Biologics
Juliet T.H. Walker, Planning Director
Lynn Marie Hinchee, Esquire
Patrick Crimmins, PE
Justin L. Pasay, Esq.
Stephanie Carty, Paralegal



**FY 2020 FINANCIAL REPORT
FOR THE ONE MONTH PERIOD
ENDING JULY 31, 2019**



**BOARD OF DIRECTOR'S MEETING
SEPTEMBER 19, 2019**



CONSOLIDATED STATEMENT OF REVENUES AND EXPENSES ²

FOR THE ONE MONTH PERIOD ENDING

JULY 31, 2019

(\$ 000's)

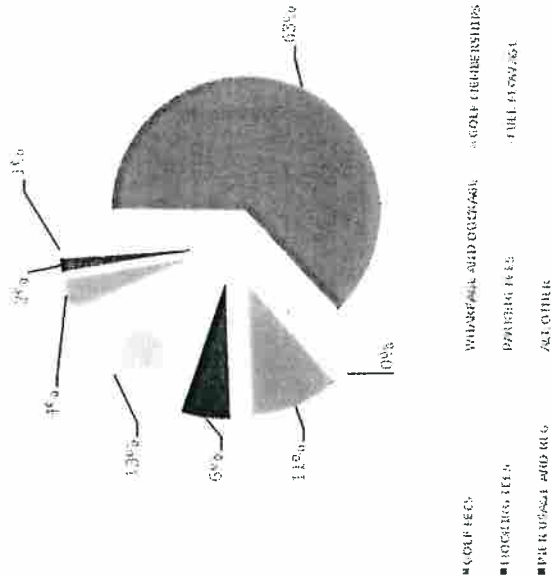
| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET |
|--|---------------------------|---------------------------|-----------------------------|---------------------------|
| BUDGET VARIANCE ANALYSIS | | | | |
| • OPERATING REVENUES- <i>LOWER BY 2.9% ..</i> | <u>1,876</u> | <u>1,933</u> | <u>(57)</u> | <u>16,237</u> |
| • TIMING DIFFERENCES ASSOCIATED WITH RENTAL OF FACILITIES, OFFSET BY INCREASES IN: | | | | |
| • GOLF FEES- ESCALATION IN NONMEMBER ROUNDS PLAYED | 626 | 628 | (2) | 7,188 |
| • CONCESSION REVENUES FROM GRILL 28 SALES | 223 | 201 | 22 | 2,223 |
| • CONSUMER PRICE INDEX LESS THAN BUDGETED | 122 | 104 | 18 | 1,295 |
| • RYE AND HAMPTON FUEL SALES OFFSET BY PPP FUEL DELIVERY LOSS | 15 | 49 | (34) | 716 |
| • OPERATING COSTS <i>LOWER BY 4.6%...</i> | 31 | 37 | (6) | 327 |
| • DPH AND DAW FUEL EXPENSE HIGHER TO OFFSET FUEL SALE AT PORTSMOUTH FISH PIER | 129 | 140 | (11) | 1,265 |
| • HEALTH INSURANCE PRELIMINARY RATE STRUCTURE MODIFIED- OPEB IMPACT | 1,152 | 1,171 | (19) | 13,323 |
| • COMPREHENSIVE FY 2019 YEAR END CUT-OFF PROCEDURES | 724 | 762 | (38) | 2,914 |
| OPERATING REVENUES <i>(PAGE #3)</i> | <u>1,876</u> | <u>1,933</u> | <u>(57)</u> | <u>16,237</u> |
| OPERATING EXPENSES | | | | |
| PERSONNEL SERVICES AND BENEFITS <i>(PAGE #4 AND #5)</i> | 626 | 628 | (2) | 7,188 |
| BUILDINGS AND FACILITIES MAINTENANCE | 223 | 201 | 22 | 2,223 |
| GENERAL AND ADMINISTRATIVE <i>(PAGE #6)</i> | 122 | 104 | 18 | 1,295 |
| UTILITIES <i>(PAGE #6)</i> | 15 | 49 | (34) | 716 |
| PROFESSIONAL SERVICES <i>(PAGE #6)</i> | 6 | 12 | (6) | 309 |
| MARKETING AND PROMOTION | 31 | 37 | (6) | 327 |
| ALL OTHER <i>(PAGE #6)</i> | 129 | 140 | (11) | 1,265 |
| OPERATING INCOME | <u>724</u> | <u>762</u> | <u>(38)</u> | <u>2,914</u> |
| NONOPERATING (INCOME) AND EXPENSE <i>(PAGE #7)</i> | (6) | 23 | (29) | 281 |
| DEPRECIATION | <u>428</u> | <u>525</u> | <u>(97)</u> | <u>6,302</u> |
| NET OPERATING INCOME | <u>302</u> | <u>214</u> | <u>88</u> | <u>13,669</u> |

CONSOLIDATED OPERATING REVENUES FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VAR | CURRENT YEAR BUDGET |
|--|---------------------------|---------------------------|------------------------|---------------------------|
| RENTAL OF FACILITIES | 1,108 | 1,221 | (113) | 10,091 |
| FEE REVENUES <i>(SEE PIE CHART)</i> | 495 | 441 | 54 | 4,296 |
| FUEL SALES <i>(SEE TABLE BELOW)</i> | 120 | 128 | (8) | 914 |
| CONCESSION REVENUE | 40 | 31 | 9 | 326 |
| GOLF MERCHANDISE | 31 | 31 | - | 235 |
| ALL OTHER- NET | 82 | 81 | 1 | 375 |
| | <u>1,876</u> | <u>1,933</u> | <u>(57)</u> | <u>16,237</u> |

FEE REVENUES YEAR TO DATE



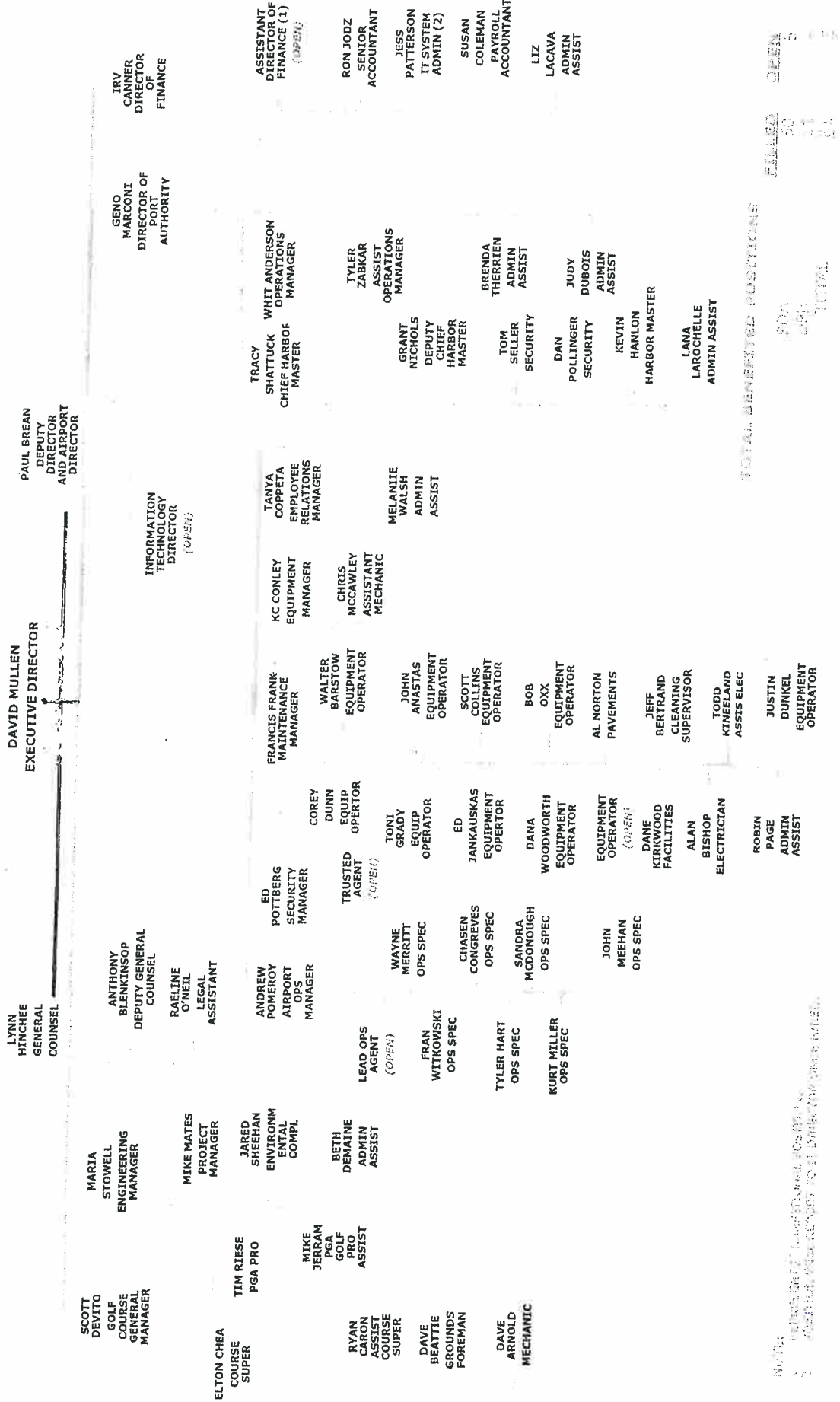
| | ACTUAL SALES | BUDGETED SALES | BUDGET VARIANCE | ACTUAL COGS | BUDGETED COGS | BUDGET VARIANCE |
|----------------------|-----------------|-------------------|--------------------|----------------|------------------|--------------------|
| PORTSMOUTH FISH PIER | | | | | | |
| RYE HARBOR | 43 | 13 | 30 | 33 | 12 | 21 |
| HAMPTON HARBOR | 68 | 45 | 23 | 52 | 38 | 14 |
| SKYHAVEN AIRPORT | 9 | 5 | 4 | 8 | 4 | 4 |
| | <u>120</u> | <u>128</u> | <u>(8)</u> | <u>93</u> | <u>93</u> | <u>-</u> |

CONSOLIDATED PERSONNEL SERVICES AND BENEFITS FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019

(\$ 000's)

| | YEAR TO DATE | | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET | CURRENT STAFF ANALYSIS (FILLED POSITIONS) AS OF JULY 31, 2019 | | | | | |
|----------------------------|--------------|--------|-----------------------|---------------------|--|--------|---------|----|-------|--|
| | ACTUAL | BUDGET | | | SAL BEN | HR BEN | HR/ NON | SE | TOTAL | |
| <i>PERSONNEL SERVICES</i> | | | | | | | | | | |
| BENEFITED | 354 | 373 | (19) | 4,167 | 3 | 4 | - | 50 | 57 | |
| NONBENEFITED | 87 | 79 | 8 | 792 | 4 | 9 | 13 | - | 26 | |
| OVERTIME | 29 | 22 | (6) | 254 | | | | | | |
| ACCUMULATED VACATION/ SICK | - | - | - | - | | | | | | |
| | 469 | 474 | (14) | 5,213 | | 17 | 5 | - | 22 | |
| CHARGE OUT | - | (2) | 2 | - | | | | | | |
| | 469 | 472 | (12) | 5,213 | 1 | 10 | 4 | 18 | 33 | |
| <i>FRINGE BENEFITS</i> | | | | | | | | | | |
| HEALTH INSUR | 91 | 102 | (11) | 1,208 | 2 | 1 | - | - | 3 | |
| RETIREMENT | 34 | 46 | 12 | 668 | 2 | 3 | - | - | 5 | |
| DENTAL INSURANCE | 5 | 6 | (1) | 71 | 2 | 1 | - | - | 4 | |
| LIFE INSURANCE | 6 | 2 | 4 | 28 | - | - | 3 | - | 3 | |
| | 136 | 156 | 10 | 1,975 | 1 | - | - | - | 1 | |
| CHARGE OUT | - | - | - | - | 16 | 45 | 25 | 58 | 154 | |
| | 136 | 156 | 10 | 1,975 | | | | | | |
| | 629 | 628 | (2) | 7,188 | | | | | | |

PEASE DEVELOPMENT AUTHORITY CURRENT ORGANIZATION CHART



TOTAL OPENED POSITIONS: 50
 FILLING: 30
 OPEN: 20

NOTES:
 1. OPENED POSITIONS TO BE FILLED BY
 2. OPEN POSITIONS TO BE FILLED BY

CONSOLIDATED OTHER OPERATING EXPENSES FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019

(\$ 000's)

| GENERAL AND ADMINISTRATIVE | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET | PROFESSIONAL SERVICES | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET |
|----------------------------|---------------------|---------------------|-----------------------|---------------------|------------------------|---------------------|---------------------|-----------------------|---------------------|
| | 35 | 36 | (1) | 399 | LEGAL | - | - | - | 125 |
| INSURANCE | 16 | 16 | - | 270 | | | | | |
| TELEPHONE / COMMUNICATIONS | 14 | 9 | 5 | 106 | INFORMATION TECHNOLOGY | 1 | 6 | (5) | 73 |
| COMPUTER EXPENSES | 4 | 7 | (3) | 80 | EXTERNAL AUDIT | - | 2 | (2) | 69 |
| BANK FEES | 8 | 6 | 2 | 49 | ALL OTHER- NET | 5 | 4 | 1 | 42 |
| ALL OTHER-NET | 45 | 30 | 15 | 391 | | | | | |
| | <u>122</u> | <u>104</u> | <u>18</u> | <u>1,295</u> | | <u>6</u> | <u>12</u> | <u>(6)</u> | <u>309</u> |

| UTILITIES | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET | ALL OTHER | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET |
|---------------------|---------------------|---------------------|-----------------------|---------------------|------------------|---------------------|---------------------|-----------------------|---------------------|
| ELECTRICITY | 5 | 28 | (23) | 400 | FUEL | 93 | 93 | - | 850 |
| WATER | 1 | 5 | (4) | 118 | GOLF MERCHANDISE | 18 | 28 | (10) | 180 |
| WASTE DISPOSAL | 7 | 7 | - | 83 | COAST TROLLEY | - | - | - | 120 |
| NATURAL GAS AND OIL | - | 6 | (6) | 76 | GOLF CART LEASE | 18 | 19 | (1) | 115 |
| PROPANE | 2 | 3 | (1) | 39 | | | | | |
| | <u>15</u> | <u>49</u> | <u>(34)</u> | <u>716</u> | | <u>129</u> | <u>140</u> | <u>(11)</u> | <u>1,265</u> |

CONSOLIDATED NONOPERATING (INCOME) EXPENSE FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | CURRENT YEAR BUDGET | <i>INTEREST EXPENSE</i> |
|---------------------------|---------------------|---------------------|-----------------------|---------------------|-------------------------------------|
| INTEREST EXPENSE | 1 | 26 | (25) | 310 | YEAR TO DATE FISCAL BUDGET - 305 |
| INTEREST INCOME AND OTHER | (7) | (3) | (4) | (29) | CITY OF PORTSMOUTH 1 5 |
| | <u>(6)</u> | <u>23</u> | <u>(29)</u> | <u>281</u> | TOTAL <u>1</u> <u>310</u> |

CONSOLIDATED STATEMENTS OF NET POSITION

(\$ 000's)

| ASSETS | JUN 30 2019 | JUL 31 2019 | JUN 30 2019 | JUL 31 2019 | <i>CASH AND EQUIVALENTS AT JULY 31, 2019</i> | |
|--|----------------|----------------|----------------|----------------|--|------------|
| CURRENT ASSETS | | | | | UNRESTRICTED | RESTRICTED |
| CASH AND EQUIVALENTS | 7,549 | 8,398 | 2,100 | 1,995 | | |
| ACCOUNTS RECEIVABLE- NET | 1,184 | 840 | 520 | 357 | | |
| OTHER ASSETS | 586 | 528 | 573 | 433 | | |
| TOTAL CURRENT ASSETS | <u>9,319</u> | <u>9,766</u> | 116 | 207 | 7,150 | - |
| RESTRICTED ASSETS | | | <u>3,309</u> | <u>2,992</u> | 14 | - |
| CASH AND EQUIVALENTS | 579 | 429 | | | <u>7,164</u> | - |
| ACCOUNTS RECEIVABLES- NET | <u>1,017</u> | <u>1,031</u> | 11,676 | 11,676 | | |
| TOTAL RESTRICTED ASSETS | <u>1,596</u> | <u>1,460</u> | <u>12,296</u> | <u>12,205</u> | 345 | - |
| CAPITAL ASSETS | | | <u>15,605</u> | <u>15,197</u> | 889 | - |
| LAND, BUILDINGS AND EQUIPMENT | 61,247 | 60,847 | | | | 246 |
| CONSTRUCTION IN PROCESS (PAGES #10-#12) | 3,320 | 3,328 | 3,221 | 3,221 | | 179 |
| TOTAL ASSETS | <u>64,567</u> | <u>64,175</u> | 64,105 | 63,425 | <u>1,234</u> | <u>429</u> |
| DEFERRED OUTFLOWS OF RESOURCES | <u>75,482</u> | <u>75,401</u> | 1,204 | 1,205 | <u>8,398</u> | <u>429</u> |
| PENSION / OPEB | | | 386 | 246 | | |
| | | | 4 | 4 | | |
| | | | (8,081) | (6,935) | | |
| TOTAL NET POSITION | <u>962</u> | <u>962</u> | <u>57,618</u> | <u>57,945</u> | | |
| LIABILITIES | | | | | | |
| CURRENT LIABILITIES | | | | | | |
| ACCOUNTS PAYABLE | | | 2,100 | 1,995 | | |
| ACCOUNTS PAYABLE- CONSTRUCTION | | | 520 | 357 | | |
| UNEARNED REVENUE | | | 573 | 433 | | |
| REVOLVING LOC FACILITY | | | | | | |
| CURRENT PORTION- LT LIABILITIES | | | 116 | 207 | | |
| TOTAL CURRENT LIABILITIES | | | <u>3,309</u> | <u>2,992</u> | | |
| NONCURRENT LIABILITIES | | | | | | |
| NET PENSION / OPEB LIABILITY | | | 11,676 | 11,676 | | |
| OTHER LT LIABILITIES (PAGE #13) | | | 620 | 529 | | |
| TOTAL LIABILITIES | | | <u>12,296</u> | <u>12,205</u> | | |
| DEFERRED INFLOWS OF RESOURCES | | | <u>15,605</u> | <u>15,197</u> | | |
| PENSION / OPEB | | | 3,221 | 3,221 | | |
| NET POSITION | | | | | | |
| NET INVESTMENT IN CAPITAL ASSETS | | | 64,105 | 63,425 | | |
| RESTRICTED FOR: | | | | | | |
| REVOLVING LOAN FUND | | | 1,204 | 1,205 | | |
| HARBOR DREDGING | | | 386 | 246 | | |
| FOREIGN TRADE ZONE | | | 4 | 4 | | |
| UNRESTRICTED | | | (8,081) | (6,935) | | |
| TOTAL NET POSITION | | | <u>57,618</u> | <u>57,945</u> | | |

SUMMARY OF INTERGOVERNMENTAL RECEIVABLES AS OF JULY 31, 2019

(\$ 000's)

| PROJECT NAME | APPROVAL DATE | TOTAL PROJECT | GRANT AWARD | EXPENDED TO DATE | PDA SHARE | RECEIVED TO DATE | BALANCE DUE PDA | AMOUNT SUBMITTED |
|---|---------------|---------------|-------------|------------------|-----------|------------------|-----------------|------------------|
| PSM RUNWAY 16-34 DESIGN (AIP 58) | 05-18-17 | 1,265 | 885 | 1,128 | (45) | 949 | 134 | - |
| PSM OBSTRUCTION REMOVAL / CONSTRUCTION (AIP 60) | 05-18-17 | 1,130 | 1,074 | 1,007 | (50) | 947 | 10 | - |
| PSM TERMINAL PLANNING STUDY (AIP 61) | 05-18-17 | 393 | 373 | 392 | (19) | 373 | - | - |
| PSM- AIR NATIONAL GUARD TAXIWAY PROJECT | - | 2,500 | 2,500 | 2,485 | - | 2,321 | 164 | 146 |
| PSM TERMINAL BUILDING EXPANSION (AIP 62) | 11-01-18 | 1,730 | 1,644 | - | - | - | - | - |
| DAW TAXILANE PAVEMENT AND DRAINAGE CONSTRUCTION (SBG 07-2016) | 09-22-16 | 1,830 | 1,738 | 1,492 | (75) | 1,417 | - | - |
| DPH UPGRADE PORT SECURITY AND SOFTWARE | - | 59 | 59 | 58 | (3) | - | 55 | - |
| DPH FUNCTIONAL REPLACEMENT- BARGE DOCK | - | - | - | 1,071 | - | 1,071 | - | - |
| DPH MAIN PIER REHABILITATION | - | - | - | 19 | - | 19 | - | - |
| | | | | | | | <u>363</u> | <u>146</u> |

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(\$ 000's)

| PROJECT NAME | BALANCE AT 06-30-19 | CURRENT YEAR EXPENDITURES | TRANSFER TO PLANT IN SERVICE | NET CURRENT YEAR CHANGE | BALANCE AT 07-31-19 |
|--------------------------------|---------------------------|---------------------------------|------------------------------------|-------------------------------|---------------------------|
| PORTSMOUTH AIRPORT | | | | | |
| RUNWAY 16-34 DESIGN (AIP 58) | 896 | - | - | - | 896 |
| PAY FOR PARKING PROJECT | 6 | - | - | - | 6 |
| TERMINAL EXPANSION (NON-GRANT) | 1,301 | - | - | - | 1,301 |
| | <u>2,203</u> | - | - | - | <u>2,203</u> |

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

| <u>PROJECT NAME</u> | BALANCE AT 06-30-19 | CURRENT YEAR EXPENDITURES | TRANSFER TO PLANT IN SERVICE | NET CURRENT YEAR CHANGE | BALANCE AT 07-31-19 |
|-------------------------|---------------------------|---------------------------------|------------------------------------|-------------------------------|---------------------------|
| SKYHAVEN AIRPORT | | | | | |
| GOLF COURSE | | | | | |
| CLUBHOUSE KITCHEN | 4 | 4 | (8) | (4) | - |
| ADMINISTRATION | | | | | |
| MAINTENANCE | | | | | |

SUMMARY OF CONSTRUCTION WORK IN PROGRESS

(CONTINUED):

(\$ 000's)

| PROJECT NAME | BALANCE AT 06-30-19 | CURRENT YEAR EXPENDITURES | TRANSFER TO PLANT IN SERVICE | NET CURRENT YEAR CHANGE | BALANCE AT 07-31-19 |
|--|---------------------------|---------------------------------|------------------------------------|-------------------------------|---------------------------|
| DIVISION OF PORTS AND HARBORS (DPH) | | | | | |
| FUNCTIONAL REPLACEMENT - BARGE DOCK | 1,071 | - | - | - | 1,071 |
| UPGRADE SECURITY | - | 11 | - | 11 | 11 |
| PPF CONCEPT STUDY | 4 | - | - | - | 4 |
| PPF BULKHEAD REHAB | 20 | - | - | - | 20 |
| MAIN PIER REHAB | 19 | - | - | - | 19 |
| | <u>1,114</u> | <u>11</u> | <u>-</u> | <u>11</u> | <u>1,125</u> |
| TOTAL | <u>3,321</u> | <u>15</u> | <u>(8)</u> | <u>7</u> | <u>3,328</u> |

LONG TERM LIABILITIES AS OF JULY 31, 2019

(\$ 000's)

| | CURRENT PORTION | LONG TERM PORTION | TOTAL AMOUNT DUE |
|--|--------------------|-------------------------|------------------------|
| STATE OF NEW HAMPSHIRE POST RETIREE HEALTH CARE PROGRAM | 91 | 182 | 273 |
| STATE OF NEW HAMPSHIRE | - | 252 | 252 |
| CITY OF PORTSMOUTH- WATER POLLUTION CONTROL NOTE @ 4.50% | 116 | - | 116 |
| ACCRUED SICK LIABILITY | - | 95 | 95 |
| | <u>207</u> | <u>529</u> | <u>736</u> |

SCHEDULE OF LONG TERM LIABILITY REPAYMENT

| FISCAL YEAR | CITY OF PORTSMOUTH | STATE OF NEW HAMPSHIRE (1) |
|--------------------|-----------------------|-------------------------------|
| 2020 | 116 | - |
| 2021 | - | 91 |
| 2022 | - | 91 |
| 2023 | - | 91 |
| 2024 | - | - |
| | 116 | 273 |
| PAID IN FY 2020 | - | - |
| | <u>116</u> | <u>273</u> |

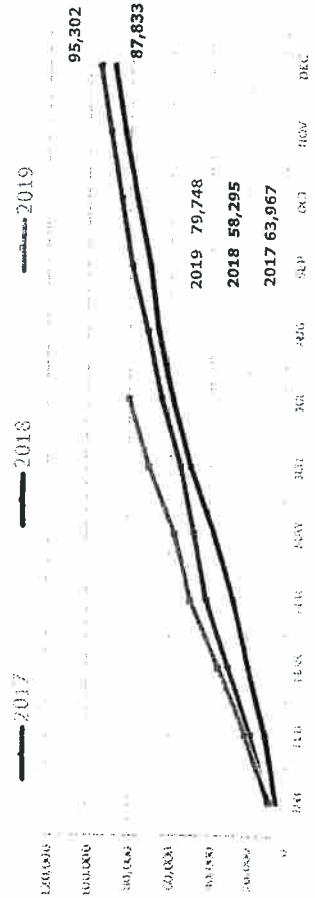
NOTE:
1. ALLOCATION OF ANNUAL PAYMENT IS \$63 CHARGED TO THE PDA AND \$28 TO THE DPH.

STATEMENT OF OPERATIONS FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019 PORTSMOUTH AIRPORT

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|--|---------------------------|---------------------------|-----------------------------|--------------------------|
| OPERATING REVENUES | 122 | 106 | 16 | 1,880 |
| FACILITIES RENTAL | 61 | 50 | 11 | 713 |
| PAY FOR PARKING | 39 | 30 | 9 | 858 |
| FUEL FLOWAGE | 20 | 18 | 2 | 215 |
| CONCESSION REVENUES | 1 | 6 | (5) | 72 |
| ALL OTHER | 1 | 2 | (1) | 22 |
| | <u>122</u> | <u>106</u> | <u>16</u> | <u>1,880</u> |
| OPERATING EXPENSES | | | | |
| PERSONNEL SERVICES AND BENEFITS | 71 | 80 | (9) | 970 |
| BUILDINGS AND FACILITIES MAINTENANCE | 39 | 38 | 1 | 585 |
| GENERAL AND ADMINISTRATIVE | 28 | 29 | (1) | 347 |
| UTILITIES | 3 | 27 | (24) | 319 |
| PROFESSIONAL SERVICES | - | - | - | 5 |
| MARKETING AND PROMOTION | 29 | 5 | 24 | 62 |
| ALL OTHER | - | - | - | - |
| | <u>170</u> | <u>179</u> | <u>(9)</u> | <u>2,288</u> |
| OPERATING INCOME | (48) | (73) | 25 | (408) |
| NONOPERATING (INCOME) AND EXPENSE | | | | |
| DEPRECIATION | 223 | 325 | (102) | 3,900 |
| NET OPERATING INCOME | (271) | (398) | 127 | (4,308) |

ENPLANEMENT DATA



STATEMENT OF OPERATIONS FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019 SKYHAVEN AIRPORT

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|--|---------------------|---------------------|-----------------------|---------------------|-----------------------|--------------------|
| OPERATING REVENUES | <u>20</u> | <u>16</u> | 4 | <u>185</u> | | |
| FACILITIES RENTAL | 11 | 11 | - | 121 | | |
| FUEL SALES | 9 | 5 | 4 | 64 | | |
| ALL OTHER | - | - | - | - | | |
| | <u>20</u> | <u>16</u> | 4 | <u>185</u> | | |
| OPERATING EXPENSES | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | 4 | 5 | (1) | 60 | | |
| BUILDINGS AND FACILITIES MAINTENANCE | 3 | 5 | (2) | 61 | | |
| GENERAL AND ADMINISTRATIVE | 2 | - | 2 | 38 | | |
| UTILITIES | - | 2 | (2) | 27 | | |
| PROFESSIONAL SERVICES | 1 | - | 1 | 5 | | |
| MARKETING AND PROMOTION | - | - | - | - | | |
| ALL OTHER- FUEL | 8 | 4 | 4 | 51 | | |
| | <u>18</u> | <u>16</u> | 2 | <u>242</u> | | |
| OPERATING INCOME | 2 | - | 2 | (57) | | |
| NONOPERATING (INCOME) AND EXPENSE | | | | | | |
| DEPRECIATION | 44 | 42 | 2 | 520 | | |
| NET OPERATING INCOME | <u>(42)</u> | <u>(42)</u> | - | <u>(577)</u> | | |

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|---------------------------|---------------------|---------------------|-----------------------|--------------------|
| OPERATING REVENUES | <u>20</u> | <u>16</u> | 4 | <u>185</u> |
| FACILITIES RENTAL | 11 | 11 | - | 121 |
| FUEL SALES | 9 | 5 | 4 | 64 |
| ALL OTHER | - | - | - | - |
| | <u>20</u> | <u>16</u> | 4 | <u>185</u> |

| | CURRENT MONTH | YEAR TO DATE | TOTAL YEAR | YTD AVE PRICE |
|-----------------------------|---------------|--------------|------------|---------------|
| GALLONS OF FUEL SOLD | | | | |
| FY 2019 | 2 | 2 | 13,513 | \$ 4.76 |
| FY 2020 | 2 | 2 | 2 | 4.79 |

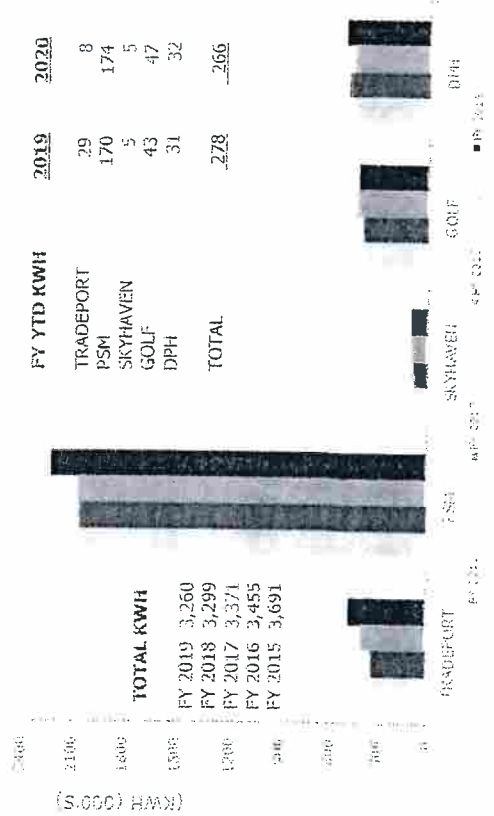
| | CAPITAL EXPEND | DEBT REPAY | GRANT FUNDS | TOTAL |
|----------------------|----------------|--------------|--------------|----------------|
| NET CASH FLOW | | | | |
| FY 2020 | 2 | - | - | 2 |
| FY 2019 | (83) | - | 512 | 402 |
| FY 2018 | (74) | - | 1,370 | 103 |
| FY 2009-2017 | (835) | (100) | 4,355 | (2,179) |
| | <u>(990)</u> | <u>(100)</u> | <u>6,237</u> | <u>(1,672)</u> |

STATEMENT OF OPERATIONS FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019 TRADEPORT

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|--|---------------------------|---------------------------|-----------------------------|--------------------------|
| OPERATING REVENUES | <u>1,043</u> | <u>1,166</u> | <u>(123)</u> | <u>8,995</u> |
| RENTAL OF FACILITIES | 1,000 | 1,124 | (124) | 8,828 |
| ALL OTHER | 43 | 42 | 1 | 167 |
| | <u>1,043</u> | <u>1,166</u> | <u>(123)</u> | <u>8,995</u> |
| OPERATING EXPENSES | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - |
| BUILDINGS AND FACILITIES MAINTENANCE | 1 | 31 | (30) | 376 |
| GENERAL AND ADMINISTRATIVE | 4 | 4 | - | 48 |
| UTILITIES | 3 | 8 | (5) | 103 |
| PROFESSIONAL SERVICES | - | - | - | - |
| MARKETING AND PROMOTION | - | - | - | - |
| ALL OTHER | - | - | - | 120 |
| | <u>8</u> | <u>43</u> | <u>(35)</u> | <u>647</u> |
| OPERATING INCOME | <u>1,035</u> | <u>1,123</u> | <u>(88)</u> | <u>8,348</u> |
| NONOPERATING (INCOME) AND EXPENSE | | | | |
| DEPRECIATION | 64 | 63 | 1 | 750 |
| NET OPERATING INCOME | <u>971</u> | <u>1,060</u> | <u>(89)</u> | <u>7,598</u> |

KWH CONSUMPTION ANALYSIS BY BUSINESS UNIT



STATEMENT OF OPERATIONS FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019 GOLF COURSE

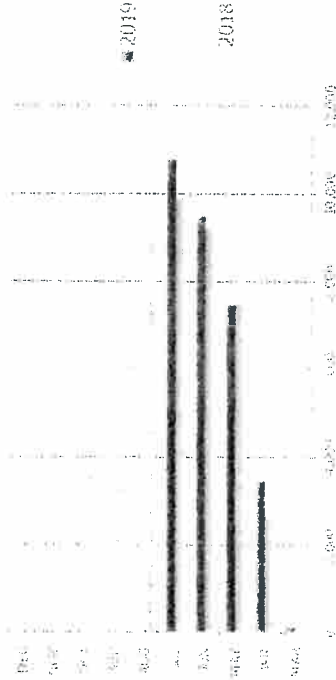
(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET | | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|--|---------------------------|---------------------------|-----------------------------|--------------------------|--|---------------------------|---------------------------|-----------------------------|--------------------------|
| OPERATING REVENUES | 438 | 360 | 78 | 2,396 | | 36 | 23 | 13 | 251 |
| CONCESSION REVENUES | | | | | | | | | |
| FEE REVENUES | | | | | | | | | |
| GOLF FEES | 115 | 104 | 11 | 940 | | 311 | 262 | 49 | 1,425 |
| MEMBERSHIPS | 34 | 52 | (18) | 321 | | 54 | 38 | 16 | 340 |
| SIMULATOR | | | | | | - | - | - | 120 |
| LESSONS | 27 | 21 | 6 | 213 | | 5 | 5 | - | 18 |
| MERCHANDISE AND OTHER | 4 | 4 | - | 167 | | 32 | 32 | - | 242 |
| OPERATING EXPENSES | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | | | | | | | | | |
| BUILDINGS AND FACILITIES MAINTENANCE | | | | | | | | | |
| GENERAL AND ADMINISTRATIVE | | | | | | | | | |
| UTILITIES | | | | | | | | | |
| PROFESSIONAL SERVICES | | | | | | | | | |
| MARKETING AND PROMOTION | | | | | | | | | |
| ALL OTHER | | | | | | | | | |
| OPERATING INCOME (INCOME) AND EXPENSE | | | | | | | | | |
| DEPRECIATION | | | | | | | | | |
| NET OPERATING INCOME | | | | | | | | | |
| | 189 | 93 | 96 | - | | 438 | 360 | 78 | 2,396 |

| | PRO SHOP | COURSE OPERA | FOOD / BEV | SIM | TOTAL |
|---|-----------|--------------|------------|------------|------------|
| BUSINESS UNIT ANALYSIS | | | | | |
| OPERATING REVENUES | 31 | 371 | 36 | - | 438 |
| OPERATING EXPENSES (EXCLUDING DEPRECIATION) | 20 | 185 | 8 | 4 | 217 |
| OPERATING INCOME | <u>11</u> | <u>186</u> | <u>28</u> | <u>(4)</u> | <u>221</u> |

KEY GOLF COURSE BENCHMARKING DATA AS OF JULY 31, 2019

ROUNDS OF GOLF PLAYED (SEASON)

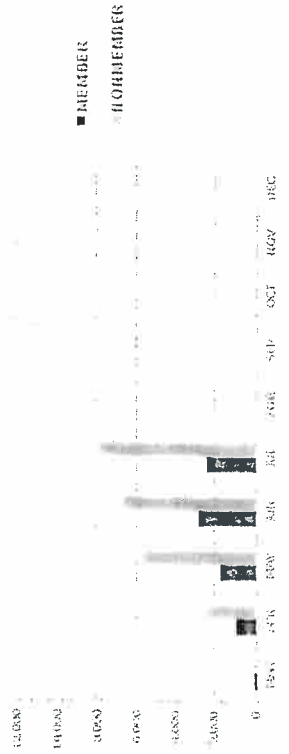


2019 YTD 30,849 2018 SEASON 51,317

ROUNDS PLAYED 30,849 30 77

RAIN DAYS 33 30 77

2019 MEMBER / NONMEMBER ROUNDS (SEASON)



GOLF SIMULATOR REVENUES

| Month | FY 2019 | FY 2020 |
|--------------|-------------------|--------------|
| JULY | \$ 331 | \$ 39 |
| AUGUST | 485 | - |
| SEPTEMBER | 479 | - |
| OCTOBER | 5,292 | - |
| NOVEMBER | 18,312 | - |
| DECEMBER | 22,559 | - |
| JANUARY | 28,984 | - |
| FEBRUARY | 25,591 | - |
| MARCH | 26,907 | - |
| APRIL | 3,910 | - |
| MAY | 229 | - |
| JUNE | 17 | - |
| TOTAL | \$ 133,196 | \$ 39 |

GRILL 28 GROSS SALES

| Month | FY 2019 | FY 2020 |
|--------------|---------------------|-------------------|
| JULY | \$ 208,701 | \$ 212,562 |
| AUGUST | 221,334 | - |
| SEPTEMBER | 188,411 | - |
| OCTOBER | 134,258 | - |
| NOVEMBER | 89,731 | - |
| DECEMBER | 110,593 | - |
| JANUARY | 102,321 | - |
| FEBRUARY | 101,282 | - |
| MARCH | 115,092 | - |
| APRIL | 134,616 | - |
| MAY | 209,511 | - |
| JUNE | 274,736 | - |
| TOTAL | \$ 1,890,586 | \$ 212,562 |

2019 ROUNDS- SEASON
MEMBER 7,829
NONMEMBER 23,020
TOTAL 30,849

2018 ROUNDS- SEASON
MEMBER 8,696
NONMEMBER 21,517
TOTAL 30,213

CLUB/ COURSE FUNCTIONS

| Function | FY 2019 YTD | FY 2020 YTD |
|--------------------|-------------|-------------|
| GROUPS 12-40 | 5,864 | 6,608 |
| TOURNAMENT PLAY | 21,595 | 12,853 |
| LEAGUES | 13,502 | 19,650 |
| FOOD AND ROOM FEES | 17,516 | 20,418 |

STATEMENT OF OPERATIONS FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019 PORT AUTHORITY OF NEW HAMPSHIRE (UNRESTRICTED)

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET | OPERATING REVENUES | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|-----------------------------------|---------------------------|---------------------------|-----------------------------|--------------------------|------------------------|---------------------------|---------------------------|-----------------------------|--------------------------|
| OPERATING REVENUES | 239 | 303 | (64) | 2,575 | FACILITY RENTALS | 36 | 35 | 1 | 419 |
| OPERATING EXPENSES | | | | | CONCESSION REVENUE | 3 | 2 | 1 | 3 |
| PERSONNEL SERVICES AND BENEFITS | 70 | 92 | (12) | 1,095 | FEE REVENUE | | | | |
| BUILDINGS AND FAC AND MAINTENANCE | 11 | 17 | (6) | 215 | MOORING FEES | 29 | 30 | (1) | 365 |
| GENERAL AND ADMINISTRATIVE | 20 | 15 | 5 | 177 | PARKING | 26 | 21 | 5 | 115 |
| UTILITIES | 4 | 8 | (4) | 99 | REGISTRATIONS | - | 14 | (14) | 165 |
| PROFESSIONAL SERVICES | - | 2 | (2) | 24 | WHARF / DOCK | 1 | 46 | (45) | 550 |
| MARKETING AND PROMOTION | - | - | - | 3 | FUEL SALES | 56 | 111 | (55) | 1,195 |
| ALL OTHER - FUEL | 85 | 89 | (4) | 799 | ALL OTHER | 111 | 123 | (12) | 850 |
| OPERATING INCOME | 49 | 80 | (31) | 163 | TOTAL | 239 | 303 | (64) | 2,575 |
| NONOPERATING (INCOME) AND EXPENSE | | | | (4) | BUSINESS UNIT ANALYSIS | | | | |
| DEPRECIATION | 51 | 50 | 1 | 606 | RYE HARBOR | 75 | 100 | 4 | 29 |
| NET OP INCOME | (2) | 30 | (32) | (440) | HAMPTON HARBOR | 69 | 69 | 5 | 4 |
| | | | | | PORTSMOUTH FISH PIER | 31 | 31 | 1 | 35 |
| | | | | | HARBOR MANAG | | | | |
| | | | | | MARKET STREET | | | | |
| | | | | | ADMIN | | | | |

**STATEMENT OF OPERATIONS FOR THE ONE MONTH
PERIOD ENDING JULY 31, 2019
PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)**

| | YEAR TO DATE ACTUAL | | YEAR TO DATE BUDGET | | CURRENT YEAR VARIANCE | | YEAR TO DATE ACTUAL | | YEAR TO DATE BUDGET | | CURRENT YEAR VARIANCE | | FISCAL YEAR BUDGET | |
|--------------------------------------|---------------------|-----|---------------------|-----|-----------------------|-------|---------------------|-------|---------------------|-----|-----------------------|---|--------------------|---|
| | | | | | | | | | | | | | | |
| FOREIGN TRADE ZONES | | | | | | | | | | | | | | |
| OPERATING REVENUES | - | - | - | - | - | - | 9 | 4 | 5 | 115 | | | | |
| OPERATING EXPENSES | | | | | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| BUILDINGS AND FACILITIES MAINTENANCE | - | - | - | - | - | - | 125 | 1 | 124 | 10 | | | | |
| GENERAL AND ADMINISTRATIVE | - | - | - | - | - | - | - | - | - | 4 | | | | |
| UTILITIES | - | - | - | - | - | - | - | - | - | 1 | | | | |
| PROFESSIONAL SERVICES | - | - | - | - | - | - | - | - | - | - | | | | |
| MARKETING AND PROMOTION | - | - | 1 | (1) | - | (1) | - | - | - | - | | | | |
| ALL OTHER | - | - | - | - | - | - | - | - | - | - | | | | |
| | - | - | 1 | (1) | (1) | (1) | 125 | 1 | 124 | 15 | | | | |
| OPERATING INCOME | - | (1) | (1) | (1) | - | (116) | 3 | (119) | 100 | | | | | |
| NONOPERATING (INCOME) AND EXPENSE | - | - | - | - | - | - | - | - | - | (1) | | | | |
| DEPRECIATION | - | - | - | - | - | - | 8 | 6 | 2 | 72 | | | | |
| NET OPERATING INCOME | - | (1) | (1) | (1) | - | (124) | (3) | (121) | 29 | | | | | |

(\$ 000's)

STATEMENT OF OPERATIONS FOR THE ONE MONTH PERIOD ENDING JULY 31, 2019 PORT AUTHORITY OF NEW HAMPSHIRE (RESTRICTED)

(CONTINUED)

(\$ 000's)

| | YEAR TO DATE ACTUAL | YEAR TO DATE BUDGET | CURRENT YEAR VARIANCE | FISCAL YEAR BUDGET |
|--|---------------------------|---------------------------|-----------------------------|--------------------------|
| REVOLVING LOAN FUND | | | | |
| OPERATING REVENUES | 4 | 4 | - | 44 |
| OPERATING EXPENSES | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - |
| BUILDINGS AND FACILITIES MAINTENANCE | - | - | - | - |
| GENERAL AND ADMINISTRATIVE | - | - | - | 1 |
| UTILITIES | - | - | - | - |
| PROFESSIONAL SERVICES | 3 | 3 | - | 27 |
| MARKETING AND PROMOTION | - | - | - | - |
| ALL OTHER | - | - | - | - |
| OPERATING INCOME | 4 | 4 | - | 28 |
| NONOPERATING (INCOME) AND EXPENSE | 1 | 1 | - | 16 |
| DEPRECIATION | - | - | - | - |
| NET OPERATING INCOME | 5 | 5 | - | 44 |

REVOLVING LOAN FUND RECONCILIATION

| | BALANCE AT 06-30-2019 | BALANCE AT 07-31-2019 |
|------------------------------|--------------------------|--------------------------|
| <u>CASH BALANCES</u> | | |
| GENERAL FUNDS | 196 | 179 |
| SEQUESTERED FUNDS | - | - |
| <u>LOANS OUTSTANDING</u> | <u>196</u> | <u>179</u> |
| CURRENT | 156 | 161 |
| LONG TERM | 856 | 869 |
| | <u>1,012</u> | <u>1,030</u> |
| | <u>1,208</u> | <u>1,209</u> |

| | | |
|--|-------------|-------------|
| CAPITAL UTILIZATION RATE- % (*) | <u>83.9</u> | <u>85.2</u> |
|--|-------------|-------------|

(*) EXCLUDES SEQUESTERED FUNDS.

CASH FLOW PROJECTIONS FOR THE NINE MONTH PERIOD ENDING MAY 31, 2020



**BOARD OF DIRECTOR'S MEETING
SEPTEMBER 19, 2019**

PEASE DEVELOPMENT AUTHORITY CASH FLOW SUMMARY OVERVIEW SEPTEMBER 1, 2019 TO MAY 31, 2020

(EXCLUDING DIVISION OF PORTS AND HARBORS)

(\$ 000's)

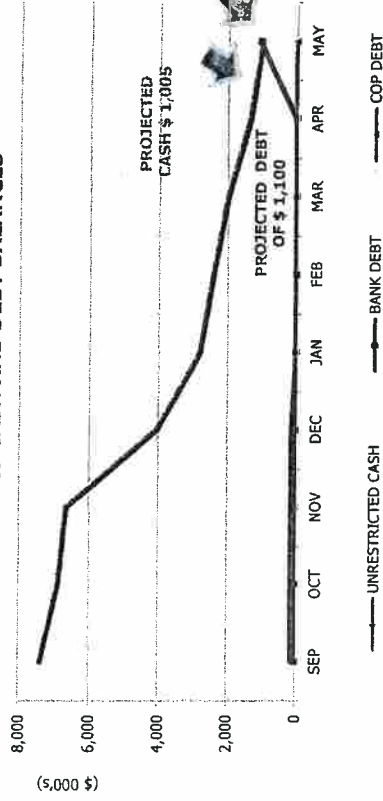
| | <u>AMOUNT</u> |
|--|----------------|
| OPENING FUND BALANCE | 7,288 |
| SOURCES OF FUNDS | |
| TRADEPORT TENANTS | 6,495 |
| GRANT AWARDS (SEE PAGE #8) | 1,525 |
| MUNICIPAL SERVICE FEE (COP)- NET | 1,275 |
| EXTERNAL BANK FINANCING- NET | 1,100 |
| PSM AIRPORT- LEASES, FUEL FLOWAGE FEES AND PARKING | 1,025 |
| GOLF COURSE FEE AND CONCESSION REVENUES | 835 |
| SKYHAVEN AIRPORT HANGAR AND FUEL REVENUES | 132 |
| | <u>12,387</u> |
| USES OF FUNDS | |
| OPERATING EXPENSES | 8,310 |
| CAPITAL EXPENDITURES- NON GRANT (SEE PAGES #5-#7) | 7,260 |
| CAPITAL EXPENDITURES- GRANT (SEE PAGE #4) | 3,024 |
| LONG TERM DEBT RETIREMENT | 116 |
| STATE OF NH- POST RETIREMENT | - |
| | <u>18,670</u> |
| NET CASH FLOW | (6,283) |
| CLOSING FUND BALANCE | 1,005 |

DISCUSSION

AT THIS TIME, THE PDA DOES ANTICIPATE THE NEED TO UTILIZE ITS CREDIT FACILITIES WITH THE PROVIDENT BANK TO FINANCE PROJECTED NON-GRANT RELATED CAPITAL EXPENDITURES AND OR WORKING CAPITAL REQUIREMENTS.

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) RECEIPT OF FEDERAL / STATE GRANT AWARDS INCLUSIVE OF THE PSM TERMINAL EXPANSION 2) ACCURACY OF THE CAPITAL EXPENDITURE AND REIMBURSEMENT FORECAST, 3) POTENTIAL LITIGATION CLAIMS AND OR 4) ONGOING TRADEPORT REVENUE STREAMS.

PROJECTED CASH AND DEBT BALANCES



| TOTAL FUND BALANCES | BALANCE AT 08-31-2019 | BALANCE AT 06-30-2019 |
|---------------------|-----------------------|-----------------------|
| PDA UNRESTRICTED | 7,288 | 6,526 |
| PDA DESIGNATED | 14 | 14 |
| TOTAL | 7,302 | 6,540 |

PEASE DEVELOPMENT AUTHORITY STATEMENT OF CASH FLOW

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|---|--------------|--------------|--------------|----------------|----------------|--------------|--------------|--------------|--------------|----------------|
| OPENING FUND BALANCE | 7,288 | 7,371 | 6,849 | 6,638 | 4,048 | 2,791 | 2,388 | 1,982 | 1,349 | 7,288 |
| SOURCES OF FUNDS | | | | | | | | | | |
| TRADEPORT TENANTS | 715 | 715 | 720 | 720 | 720 | 725 | 725 | 725 | 730 | 6,495 |
| MUNICIPAL SERVICE FEE | 250 | 250 | 375 | 250 | 250 | 375 | 250 | 250 | 375 | 2,625 |
| GOLF COURSE | 150 | 150 | 100 | 50 | 65 | 65 | 70 | 85 | 100 | 835 |
| PAY FOR PARKING- PSM | 35 | 35 | 35 | 40 | 40 | 45 | 45 | 40 | 40 | 355 |
| PORTSMOUTH AIRPORT | 45 | 45 | 50 | 45 | 45 | 50 | 45 | 45 | 50 | 420 |
| GRANT AWARDS (SEE PAGE #8) | - | - | 130 | - | 20 | 108 | 270 | 707 | 290 | 1,525 |
| FUEL FLOWAGE FEES- PSM | 20 | 25 | 25 | 30 | 30 | 30 | 30 | 32 | 28 | 250 |
| SKYHAVEN AIRPORT | 16 | 16 | 15 | 14 | 14 | 14 | 14 | 14 | 15 | 132 |
| EXTERNAL FINANCING- NET | - | - | - | - | - | - | - | - | 1,100 | 1,100 |
| | <u>1,231</u> | <u>1,236</u> | <u>1,450</u> | <u>1,149</u> | <u>1,184</u> | <u>1,412</u> | <u>1,449</u> | <u>1,898</u> | <u>2,728</u> | <u>13,737</u> |
| USE OF FUNDS | | | | | | | | | | |
| OPERATING EXPENSES | 850 | 840 | 1,050 | 1,325 | 850 | 800 | 825 | 915 | 855 | 8,310 |
| CAPITAL- NONGRANT (SEE PAGES #5-#7) | 270 | 865 | 557 | 750 | 770 | 710 | 720 | 1,446 | 1,132 | 7,220 |
| MUNICIPAL SERVICE FEE | - | - | - | 1,350 | - | - | - | - | - | 1,350 |
| CAPITAL- GRANT RELATED (SEE PAGE #4) | 28 | 53 | 54 | 314 | 705 | 305 | 310 | 170 | 1,085 | 3,024 |
| STATE OF NH- POST RETIREMENT | - | - | - | - | - | - | - | - | - | - |
| LONG TERM DEBT RETIREMENT | - | - | - | - | 116 | - | - | - | - | 116 |
| | <u>1,148</u> | <u>1,758</u> | <u>1,661</u> | <u>3,739</u> | <u>2,441</u> | <u>1,815</u> | <u>1,855</u> | <u>2,531</u> | <u>3,072</u> | <u>20,020</u> |
| NET CASH FLOW | 83 | (522) | (211) | (2,590) | (1,257) | (403) | (406) | (633) | (344) | (6,283) |
| CLOSING FUND BALANCE | 7,371 | 6,849 | 6,638 | 4,048 | 2,791 | 2,388 | 1,982 | 1,349 | 1,005 | 1,005 |

(\$ 000's)

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

4

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|---|-----------|-----------|-----------|------------|------------|------------|------------|------------|--------------|--------------|
| <u>GRANT REIMBURSEMENT</u> | | | | | | | | | | |
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M) | - | - | - | 150 | 150 | 150 | 150 | 150 | 150 | 750 |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M) | - | - | - | - | - | - | - | - | 150 | 150 |
| RUNWAY 16-34 DESIGN (AIP 58) | 25 | 50 | 25 | 34 | - | - | - | - | - | 134 |
| RUNWAY 16-34 RECONSTRUCTION | - | - | 25 | 45 | 555 | 155 | 20 | 20 | 785 | 1,605 |
| REIMBURSABLE AGREEMENT (AIP 65) | - | - | - | - | - | - | 140 | - | - | 140 |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| TAXILANE AND DRAINAGE (SBG 7) | 2 | 3 | 4 | 235 | - | - | - | - | - | 245 |
| TOTAL | 28 | 53 | 54 | 314 | 705 | 305 | 310 | 170 | 1,085 | 3,024 |

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(CONTINUED): *(EXCLUDING THE DIVISION OF PORTS AND HARBORS)*

(\$ 000's)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|--|-----------|-----|-----------|-----------|-----------|-----|-----|-----------|-----------|------------|
| <u>NONGRANT REIMBURSEMENT</u> | | | | | | | | | | |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| FUEL SYSTEM CREDIT CARD ** | - | - | 5 | 15 | - | - | - | - | - | 20 |
| REROOFING TERMINAL BUILDING ** | - | - | - | - | - | - | - | 25 | 25 | 50 |
| | = | = | <u>5</u> | <u>15</u> | = | = | = | <u>25</u> | <u>25</u> | <u>70</u> |
| ADMINISTRATION | | | | | | | | | | |
| COMPUTERS / PRINTERS / SOFTWARE / SERVERS / TELECOMMUNICATIONS ** | 10 | - | - | - | 15 | - | - | - | 10 | 35 |
| PROPERTY MANAGEMENT SOFTWARE ** | - | - | - | 5 | - | - | - | - | - | 5 |
| | <u>10</u> | = | = | <u>5</u> | <u>15</u> | = | = | = | <u>10</u> | <u>40</u> |
| GOLF COURSE | | | | | | | | | | |
| FAIRWAY ROUGH MOWER** | - | - | - | - | - | - | - | 75 | - | 75 |
| VINYL FENCE- POST AND BEAN ** | - | - | 10 | - | - | - | - | - | - | 10 |
| WOMEN'S BATHROOM MOP CLOSEST FLOOR ** | - | - | 20 | 20 | - | - | - | - | - | 40 |
| | = | = | <u>30</u> | <u>20</u> | = | = | = | <u>75</u> | = | <u>125</u> |

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY
CAPITAL EXPENDITURES (EXCLUDING THE DIVISION OF PORTS AND HARBORS)
 (CONTINUED):

(\$ 000's)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|--|------------|------------|------------|------------|------------|------------|------------|--------------|--------------|--------------|
| <u>NONGRANT REIMBURSEMENT</u> (CONTINUED): | | | | | | | | | | |
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL EXPANSION | 250 | 750 | 512 | 700 | 700 | 700 | 700 | 1,226 | 1,066 | 6,604 |
| TERMINAL EXPANSION DESIGN | - | 25 | - | - | - | - | - | - | - | 25 |
| PAY FOR PARKING | - | 25 | - | - | - | - | - | - | - | 25 |
| GROUND TRANSPORTATION BUS ** | - | - | - | - | - | - | - | 100 | - | 100 |
| TERMINAL FLOORING- BAGGAGE AREA ** | - | 25 | - | - | - | - | - | - | - | 25 |
| TERMINAL LED LIGHTING ** | - | 20 | - | - | - | - | - | - | - | 20 |
| DAC CONNECTION UPGRADE ** | - | 10 | - | - | - | - | - | - | - | 10 |
| | 250 | 830 | 512 | 700 | 700 | 700 | 700 | 1,326 | 1,066 | 6,784 |

NOTE:
 ** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY CAPITAL EXPENDITURES

(CONTINUED)

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|--------------------------------------|------------|------------|------------|------------|------------|------------|------------|--------------|--------------|--------------|
| <u>NONGRANT REIMBURSEMENT</u> | | | | | | | | | | |
| TRADEPORT | | | | | | | | | | |
| TRAFFIC MONITORING ** | - | - | - | - | - | - | 10 | 10 | 20 | 40 |
| STORMWATER TREATMENT ** | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 90 |
| | <u>10</u> | <u>10</u> | <u>10</u> | <u>10</u> | <u>10</u> | <u>10</u> | <u>20</u> | <u>20</u> | <u>30</u> | <u>130</u> |
| MAINTENANCE | | | | | | | | | | |
| VEHICLE FLEET REPLACEMENT ** | - | - | - | - | 45 | - | - | - | - | 45 |
| TRACTOR ADD ON EQUIPMENT ** | - | 25 | - | - | - | - | - | - | - | 25 |
| | - | <u>25</u> | - | - | <u>45</u> | - | - | - | - | <u>70</u> |
| TOTAL | <u>270</u> | <u>865</u> | <u>557</u> | <u>750</u> | <u>770</u> | <u>710</u> | <u>720</u> | <u>1,446</u> | <u>1,132</u> | <u>7,220</u> |

NOTE:
** PENDING BOARD APPROVAL

PEASE DEVELOPMENT AUTHORITY RECEIPT GRANT AWARDS

(EXCLUDING THE DIVISION OF PORTS AND HARBORS)

(\$ 000's)

| | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>TOTAL</u> |
|--|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| PORTSMOUTH AIRPORT | | | | | | | | | | |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 62- \$1.6M) | - | - | - | - | - | - | 135 | 135 | 135 | 405 |
| TERMINAL EXPANSION DESIGN AND CONSTRUCTION (AIP 66- \$2.0M) | - | - | - | - | - | - | - | - | - | - |
| RUNWAY 16-34 DESIGN (AIP 58) | - | - | 60 | - | 20 | - | 10 | - | - | 90 |
| RUNWAY 16-34 RECONSTRUCTION | - | - | - | - | - | - | - | 560 | 125 | 685 |
| RUNWAY 16-34 REIMBURSABLE AGREEMENT (AIP 65) | - | - | - | - | - | - | 125 | - | - | 125 |
| SKYHAVEN AIRPORT | | | | | | | | | | |
| TAXIWAY PAVEMENT AND DRAINAGE (SBG-7) | - | - | 70 | - | - | 108 | - | 12 | 30 | 220 |
| TOTAL | = | = | 130 | = | 20 | 108 | 270 | 707 | 290 | 1,525 |

PEASE DEVELOPMENT AUTHORITY CREDIT FACILITIES AND OUTSTANDING DEBT ANALYSIS

(\$ 000's)

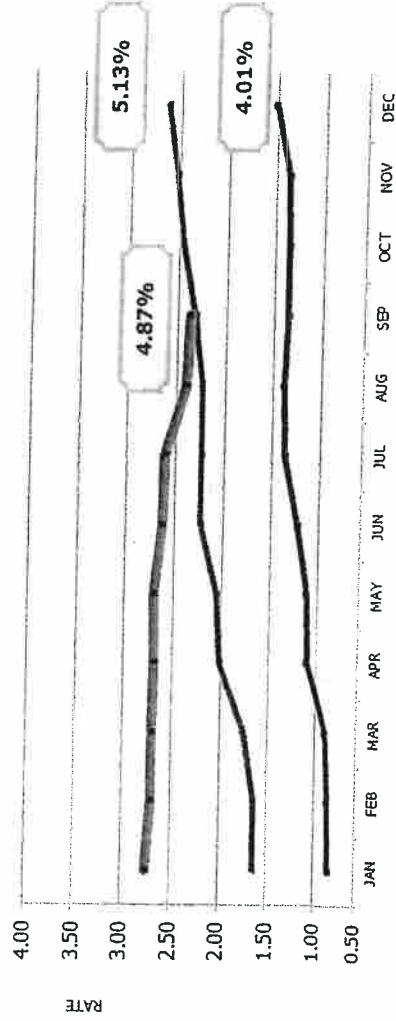
| | |
|-----------------------------------|---|
| REVOLVING LETTER OF CREDIT (RLOC) | THE PROVIDENT BANK |
| AMOUNT OF CREDIT FACILITY | 15,000 |
| AMOUNT CURRENTLY AVAILABLE | 15,000 |
| TERM DATE | 12-31-2022 |
| PURPOSE | TO FUND CAPITAL IMPROVEMENTS AND WORKING CAPITAL NEEDS. |
| INTEREST RATE | ONE MONTH FHLB (CLASSIC) + 250 BASIS POINTS |
| MINIMUM SIZE OF DRAWDOWN | NO MINIMUM |
| OTHER | DOES NOT CARRY THE STATE GUARANTEE |

| OUTSTANDING DEBT ANALYSIS | BALANCE AT 08-31-2019 | BALANCE AT 06-30-2019 | MATURITY DATE | INTEREST RATE % |
|---------------------------|-----------------------|-----------------------|---------------|-----------------|
| THE PROVIDENT BANK (RLOC) | - | - | 12-31-2022 | VARIABLE |
| CITY OF PORTSMOUTH | 116 | 116 | 01-31-2020 | 4.50 |

| | | | | |
|------------------|-----|-----|------|------|
| WEIGHTED AVERAGE | 116 | 116 | 4.50 | 4.50 |
|------------------|-----|-----|------|------|



TRENDING THE ONE MONTH FHLB (CLASSIC) INTEREST RATE + MARK-UP



DIVISION OF PORTS AND HARBORS CASH FLOW SUMMARY OVERVIEW

(EXCLUDING RESTRICTED FUNDS)

(\$ 000's)

| | <u>AMOUNT</u> |
|---------------------------------|---------------|
| OPENING FUND BALANCE | 1,263 |
| SOURCES OF FUNDS | |
| FACILITY RENTALS | 585 |
| FUEL SALES | 254 |
| MOORING FEES | 235 |
| PARKING FEES AND CONCESSIONS | 95 |
| REGISTRATIONS / WHARFAGE | 75 |
| | <u>1,244</u> |
| USES OF FUNDS | |
| PERSONNEL SERVICES AND BENEFITS | 1,355 |
| OPERATING EXPENSES | 392 |
| FUEL PROCUREMENT | 260 |
| CAPITAL EXPENDITURES AND OTHER | 30 |
| STATE OF NH- POST RETIREMENT | - |
| NET CASH FLOW | 2,027 |
| | (793) |
| CLOSING FUND BALANCE | 470 |

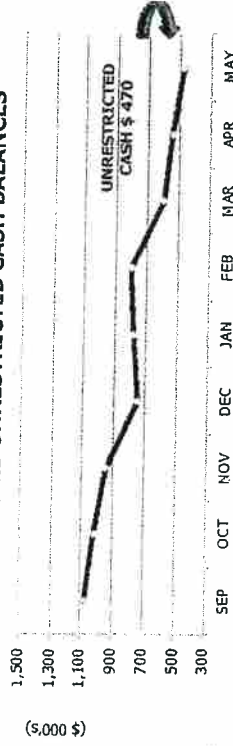
DISCUSSION

CURRENT SENSITIVITIES TOWARD FUTURE PROJECTIONS INCLUDE 1) ACCURACY OF CAPITAL EXPENDITURE FORECAST AND USE OF HARBOR DREDGING AND PIER MAINTENANCE FUNDS, 2) WORKERS COMPENSATION CLAIMS, 3) FUEL CONSUMPTION AND 4) CONTINUED CONTAINMENT OF EMPLOYEE OVERTIME.

BULKHEAD INVESTIGATION AND REHABILITATION-PORTSMOUTH FISH PIER.

\$ 252 LOAN AMORTIZATION PERIOD AND INTEREST RATE ASSOCIATED WITH HB 25-FN-A (PISCATAQUA RIVER TURNING BASIN), HAS YET TO BE DETERMINED. LONG TERM LIABILITY.

PROJECTED UNRESTRICTED CASH BALANCES



| TOTAL FUND BALANCES | BALANCE AT 08-31-19 | BALANCE AT 06-30-2019 |
|--------------------------|---------------------|-----------------------|
| UNRESTRICTED FUNDS | 1,263 | 1,009 |
| RESTRICTED FUNDS: | | |
| HARBOR DREDGING | 204 | 379 |
| REVOLVING LOAN FUND | 217 | 196 |
| FOREIGN TRADE ZONE | 4 | 4 |
| | <u>425</u> | <u>579</u> |

DIVISION OF PORTS AND HARBORS STATEMENT OF CASH FLOW - UNRESTRICTED FUNDS

(\$ 000's)

| | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | TOTAL |
|---------------------------------|--------------|--------------|--------------|------------|------------|------------|------------|------------|------------|--------------|
| OPENING FUND BALANCE | <u>1,263</u> | <u>1,072</u> | <u>1,015</u> | <u>948</u> | <u>745</u> | <u>780</u> | <u>800</u> | <u>594</u> | <u>540</u> | <u>1,263</u> |
| SOURCES OF FUNDS | | | | | | | | | | |
| FACILITY RENTALS | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 585 |
| FUEL SALES | 35 | 30 | 30 | 30 | 25 | 25 | 25 | 25 | 29 | 254 |
| PARKING FEES | 25 | 20 | 10 | - | - | - | - | 10 | 20 | 85 |
| REGISTRATIONS / WHARFAGE | - | 25 | - | - | 25 | - | - | 25 | - | 75 |
| CONCESSION REVENUES | - | - | - | - | - | - | - | - | 10 | 10 |
| MOORING FEES | - | - | - | - | 100 | 120 | 15 | - | - | 235 |
| | <u>125</u> | <u>140</u> | <u>105</u> | <u>95</u> | <u>215</u> | <u>210</u> | <u>105</u> | <u>125</u> | <u>124</u> | <u>1,244</u> |
| USE OF FUNDS | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | 245 | 100 | 95 | 240 | 100 | 105 | 245 | 110 | 115 | 1,355 |
| FUEL PROCUREMENT | 30 | 45 | 30 | 20 | 30 | 30 | 25 | 20 | 30 | 260 |
| UTILITIES | 12 | 14 | 15 | 15 | 16 | 16 | 17 | 16 | 15 | 136 |
| GENERAL AND ADMINISTRATIVE | 14 | 13 | 12 | 13 | 14 | 14 | 14 | 13 | 14 | 121 |
| BUILDINGS AND FACILITIES | 15 | 15 | 10 | 10 | 10 | 15 | 10 | 10 | 10 | 105 |
| PROFESSIONAL SERVICES | - | 10 | - | - | 10 | - | - | 10 | - | 30 |
| CAPITAL EXPENDITURES AND OTHER | - | - | 10 | - | - | 10 | - | - | 10 | 30 |
| STATE OF NH- POST RETIREMENT | - | - | - | - | - | - | - | - | - | - |
| | <u>316</u> | <u>197</u> | <u>172</u> | <u>298</u> | <u>180</u> | <u>190</u> | <u>311</u> | <u>179</u> | <u>194</u> | <u>2,037</u> |
| NET CASH FLOW | (191) | (57) | (67) | (203) | 35 | 20 | (206) | (54) | (70) | (793) |
| CLOSING FUND BALANCE | <u>1,072</u> | <u>1,015</u> | <u>948</u> | <u>745</u> | <u>780</u> | <u>800</u> | <u>594</u> | <u>540</u> | <u>470</u> | <u>470</u> |

DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW- HARBOR DREDGING FUND
(RESTRICTED)

(\$ 000's)

| | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>TOTAL</u> |
|---------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| -OPENING FUND BALANCE | <u>204</u> | <u>226</u> | <u>194</u> | <u>204</u> | <u>223</u> | <u>224</u> | <u>196</u> | <u>197</u> | <u>210</u> | <u>204</u> |
| SOURCES OF FUNDS | | | | | | | | | | |
| PIER USAGE FEES | 20 | 15 | - | 15 | - | 10 | - | 10 | - | 70 |
| REGISTRATIONS | - | - | 10 | - | - | 10 | - | - | 10 | 30 |
| FUEL FLOWAGE FEES | 4 | 3 | 4 | 4 | 3 | 4 | 3 | 3 | 3 | 31 |
| GRANT FUNDING | - | - | - | - | - | - | - | - | - | - |
| | <u>24</u> | <u>18</u> | <u>14</u> | <u>19</u> | <u>3</u> | <u>24</u> | <u>3</u> | <u>13</u> | <u>13</u> | <u>131</u> |
| USE OF FUNDS | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - | - | - | - | - | - | - |
| BUILDINGS AND FACILITIES | 2 | - | 2 | - | 2 | - | 2 | - | 2 | 10 |
| GENERAL AND ADMINISTRATIVE | - | - | 2 | - | - | 2 | - | - | 2 | 6 |
| UTILITIES | - | - | - | - | - | - | - | - | - | - |
| PROFESSIONAL SERVICES | - | - | - | - | - | - | - | - | - | - |
| ALL OTHER- (CBOC) | - | 50 | - | - | - | 50 | - | - | 50 | 150 |
| | <u>2</u> | <u>50</u> | <u>4</u> | <u>-</u> | <u>2</u> | <u>52</u> | <u>2</u> | <u>-</u> | <u>54</u> | <u>166</u> |
| NET CASH FLOW | 22 | (32) | 10 | 19 | 1 | (28) | 1 | 13 | (41) | (35) |
| CLOSING FUND BALANCE | <u>226</u> | <u>194</u> | <u>204</u> | <u>223</u> | <u>224</u> | <u>196</u> | <u>197</u> | <u>210</u> | <u>169</u> | <u>169</u> |

DIVISION OF PORTS AND HARBORS

STATEMENT OF CASH FLOW - REVOLVING LOAN FUND

(RESTRICTED)

(\$ 000's)

| | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>TOTAL</u> |
|---------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| OPENING FUND BALANCE | <u>217</u> | <u>230</u> | <u>141</u> | <u>153</u> | <u>166</u> | <u>176</u> | <u>76</u> | <u>86</u> | <u>96</u> | <u>217</u> |
| SOURCES OF FUNDS | | | | | | | | | | |
| LOAN REPAYMENTS | 12 | 12 | 12 | 11 | 11 | 11 | 11 | 11 | 11 | 102 |
| INTEREST INCOME-LOANS | 3 | 3 | 3 | 3 | 3 | 3 | 2 | 2 | 2 | 24 |
| INTEREST INCOME- FUND BALANCE | - | 1 | - | 1 | - | 1 | - | 1 | - | 4 |
| | <u>15</u> | <u>16</u> | <u>15</u> | <u>15</u> | <u>14</u> | <u>15</u> | <u>13</u> | <u>14</u> | <u>13</u> | <u>130</u> |
| USE OF FUNDS | | | | | | | | | | |
| NEW LOANS ISSUED | - | 100 | - | - | - | 112 | - | - | 20 | 232 |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - | - | - | - | - | - | - |
| BUILDINGS AND FACILITIES | - | - | - | - | - | - | - | - | - | - |
| GENERAL AND ADMINISTRATIVE | - | 2 | - | - | 2 | - | - | 2 | - | 6 |
| UTILITIES | - | - | - | - | - | - | - | - | - | - |
| PROFESSIONAL SERVICES | 2 | 3 | 3 | 2 | 2 | 3 | 3 | 2 | 2 | 22 |
| ALL OTHER | - | - | - | - | - | - | - | - | - | - |
| | <u>2</u> | <u>105</u> | <u>3</u> | <u>2</u> | <u>4</u> | <u>115</u> | <u>3</u> | <u>4</u> | <u>22</u> | <u>260</u> |
| NET CASH FLOW | 13 | (89) | 12 | 13 | 10 | (100) | 10 | 10 | (9) | (130) |
| CLOSING FUND BALANCE | <u>230</u> | <u>141</u> | <u>153</u> | <u>166</u> | <u>176</u> | <u>76</u> | <u>86</u> | <u>96</u> | <u>87</u> | <u>87</u> |

14

DIVISION OF PORTS AND HARBORS
STATEMENT OF CASH FLOW- FOREIGN TRADE ZONE FUND
(RESTRICTED)

(\$ 000's)

| | <u>SEP</u> | <u>OCT</u> | <u>NOV</u> | <u>DEC</u> | <u>JAN</u> | <u>FEB</u> | <u>MAR</u> | <u>APR</u> | <u>MAY</u> | <u>TOTAL</u> |
|---------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|
| OPENING FUND BALANCE | 4 | 4 | 2 | 12 | 12 | 10 | 10 | 10 | 8 | 4 |
| SOURCES OF FUNDS | | | | | | | | | | |
| FACILITY RENTALS | - | - | 10 | - | - | - | - | - | 2 | 12 |
| ALL OTHER | - | - | - | - | - | - | - | - | - | - |
| | 4 | 4 | 10 | 12 | 12 | 10 | 10 | 10 | 2 | 12 |
| USE OF FUNDS | | | | | | | | | | |
| PERSONNEL SERVICES AND BENEFITS | - | - | - | - | - | - | - | - | - | - |
| BUILDINGS AND FACILITIES | - | - | - | - | - | - | - | - | - | - |
| GENERAL AND ADMINISTRATIVE | - | 2 | - | - | 2 | - | - | 2 | - | 6 |
| UTILITIES | - | - | - | - | - | - | - | - | - | - |
| PROFESSIONAL SERVICES | - | - | - | - | - | - | - | - | - | - |
| ALL OTHER | - | - | - | - | - | - | - | - | - | - |
| | 4 | 2 | - | - | 2 | - | - | 2 | - | 6 |
| NET CASH FLOW | - | (2) | 10 | - | (2) | - | - | (2) | 2 | 6 |
| CLOSING FUND BALANCE | 4 | 2 | 12 | 12 | 10 | 10 | 10 | 8 | 10 | 10 |



September 9, 2019

VIA Email: Jason.Domke@DES.nh.gov

Jason Domke

NH Department of Environmental Services

222 International Drive, Ste. 175

Portsmouth, NH 03801

**Re: Right of Entry – Portion of 360 Corporate Drive Parking Lot
Pease International Tradeport, Portsmouth, NH**

Dear Mr. Domke:

This letter will authorize the NH Department of Environmental Services (“NHDES”) and the U.S. Coast Guard (“USCG”) and/or its agents and contractors to enter upon the premises located at 360 Corporate Drive, as shown in the attached Exhibit A (the “Premises”) on September 18, 2019 for use as overflow vehicle parking as part of a joint training exercise. This Right of Entry will expire at the close of business on September 18, 2019, unless otherwise extended by agreement of NHDES and Pease Development Authority.

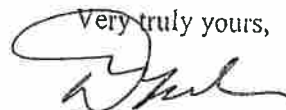
This authorization is conditioned upon the following:

1. NHDES’s agreement herein that any use of the Premises is at its sole risk and that its signature below constitutes its agreement to assume full responsibility for any and all risks of loss or damage to property and injury or death to persons by reason of or incident to its entry or the entry by any of its employees, agents or contractors upon the premises and/or the exercise of any of the authorities granted herein. NHDES expressly waives all claims against the Pease Development Authority (“PDA”) for any such loss, damage, personal injury or death caused by or occurring as a consequence of NHDES’s use of the Premises or the conduct of activities or the performance of responsibilities under this authorization.
2. NHDES’s agreement herein that this letter of authorization does not constitute a grant of an exclusive interest in the Premises, an option to lease the Premises or an offer to lease the Premises. NHDES acknowledges and agrees that, except as otherwise set forth herein, no legal rights or interests shall arise with respect to the Premises.
3. NHDES’s agreement herein that the Premises will be used on an “as is” condition.

Jason Domke
NH Dept. of Environmental Services
September 9, 2019
Page 2

4. NHDES's agreement to leave the Premises in the same or better condition as existed at the commencement of the term of this ROE.

Please indicate by your signature below NHDES's consent and return the same to me.

Very truly yours,

David R. Mullen
Executive Director

DRM/rao

Agreed and accepted this 10 day of September, 2019

NH DEPARTMENT OF
ENVIRONMENTAL SERVICES

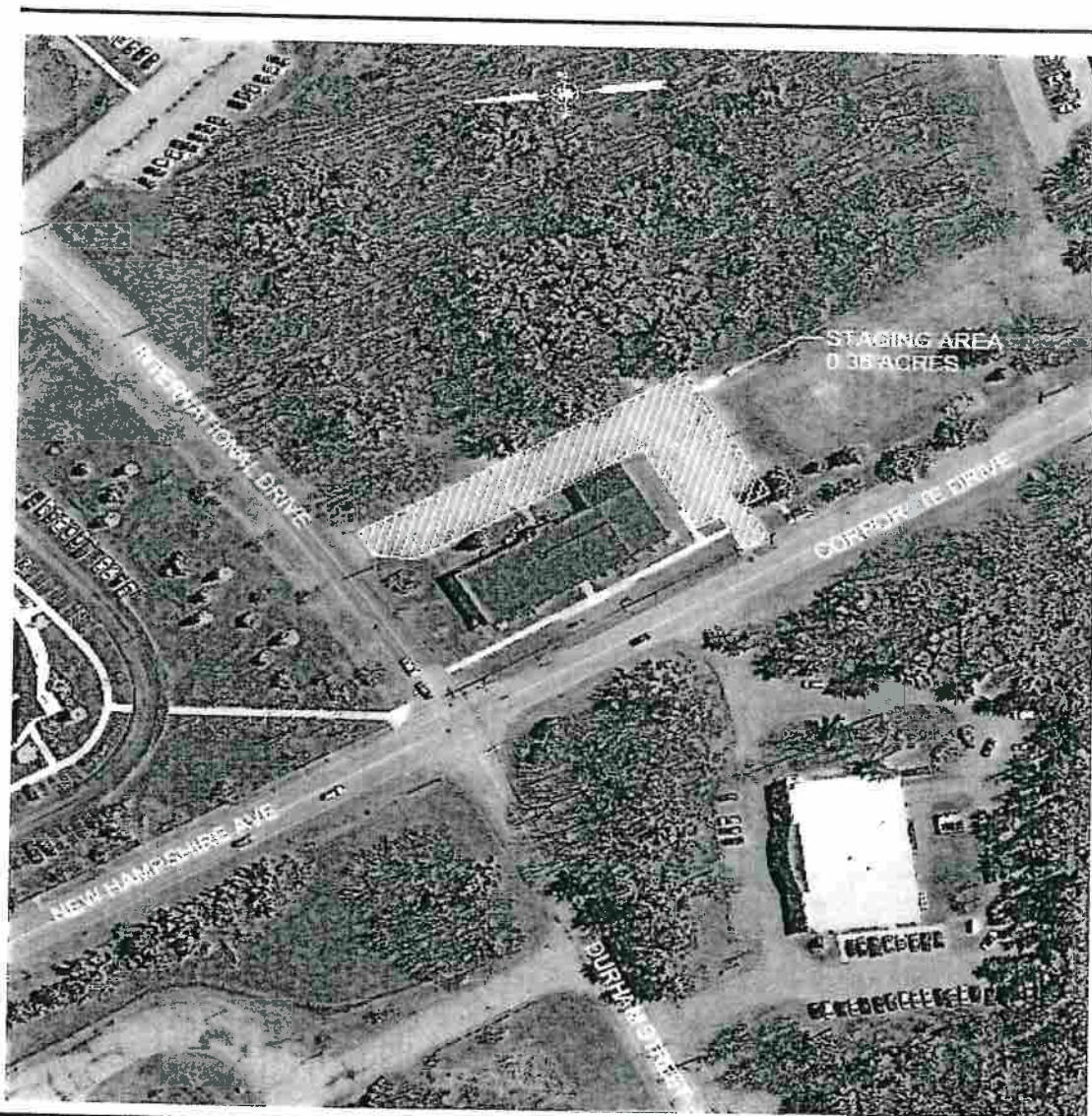
By: 

Duly authorized

Print Name: Jason Domke

Print Title: Planning & Programs Manager

EXHIBIT "A"



Potential Staging Area at 360 Corporate Dr

DESIGNED BY: MRM DATE: 8/6/19 SCALE: 1"=100'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



August 23, 2019

Troy M. Taylor
Director, Office of Emergency Management
U.S. Department of State
2430 E Street, NW
SA-04B (East Building, Navy Hill)
Washington, D.C., 20522

Re: **Right of Entry for Use by the Department of State
Pease International Tradeport, Portsmouth, NH – September 19, 2019**

Dear Director Taylor:

This Right of Entry will authorize the Department of State ("DOS") to enter upon a portion of the Pease International Tradeport Premises as designated on **Exhibit A** (the "Premises") for the purpose of vehicle parking and command/response post staging, as well as to employ traffic control measures (which may include road closure) on a portion of International Drive in the vicinity of 207 International Drive (the National Passport Center), all at its sole risk, relating to an active shooter training exercise involving first responder entities, to be conducted within the National Passport Center at 207 International Drive, Portsmouth, New Hampshire, and the National Visa Center, 32 Rochester Avenue, Portsmouth, New Hampshire, and for no other use without the express written consent of the Pease Development Authority ("PDA").

This Right of Entry shall be valid on September 19, 2019 from 7:00 a.m. to 7:00 p.m. (the "Term"). No traffic control measures shall be permitted on the public roads within the Pease International Tradeport between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 7:00 p.m.

The use, occupation and maintenance of the Premises shall be: (a) without cost or expense to the PDA; (b) subject to the general supervision and approval of the PDA; and (c) subject to such rules and regulations as the PDA may prescribe from time to time.

This Right of Entry is conditioned upon the following:

1. DOS understands and acknowledges that this Right of Entry; (a) allows only temporary use of the Premises; (b) is granted on a non-exclusive basis; (c) is issued without cost to DOS, and (d) may be revoked at will by PDA or terminated at will and that PDA need not state a reason for any such revocation or termination. The use of the Premises shall be orderly and

A handwritten signature in black ink, appearing to be "ATP", is written over the end of the text in the previous block.

Page 2

August 23, 2019

Re: Right of Entry for Use by the Department of State
Pease International Tradeport, Portsmouth, NH – September 19, 2019

efficient, shall not constitute a nuisance, and may only cause minimal disruption to other activities at the Pease International Tradeport

2. PDA shall not be responsible for damages to property or injuries to persons which may arise from or be attributable or incident to the condition or state of repair of the Premises, or the use and occupation thereof, or for damages to the property or injuries to the person of officers, agents, servants or employees, or others who may be on the Premises at their invitation or the invitation of any one of them.

3. DOS agrees that the use of the Premises under this Right of Entry is at its sole risk and expressly waives all claims against PDA for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises or the conduct of activities or the performance of responsibilities under this Right of Entry.

4. DOS is self-insured. With respect to tort claims arising out of DOS' use or occupation of the Premises the provisions of the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (the "Act") shall apply.

5. The Parties acknowledge that DOS will be liable directly to the harmed party for claims for personal injury and property damage arising out of the wrongful acts or omissions, or negligence, of DOS' employees acting within the scope of their employment in the operation and maintenance of the Premises pursuant to this Right of Entry, in accordance with the terms of the Act. Any such tort claims shall be submitted and adjudicated in accordance with the Act's provisions and procedures.

6. DOS agrees that, given the nature of the activities performed pursuant to this ROE, it shall communicate with all tenants at the Pease International Tradeport at least ten (10) days, but not more than fifteen (15) days, before September 19, 2019, to notify them of the active shooter training exercise to take place on September 19, 2019, with a reminder email through the PDA Tenants' Association the week prior to the exercise. Furthermore, DOS agrees that on the date of the training exercise, by no later than 7:30 a.m., it shall place temporary signage in conspicuous locations in the vicinity of the Premises notifying individuals of the active shooter training exercise.

7. DOS agrees to leave the Premises in the same or better condition than the Premises were in before DOS' use pursuant to this Right of Entry.

8. The parties to this Right of Entry shall use reasonable good faith efforts to resolve any issues or disputes that arise regarding the interpretation or application of this Right of Entry through consultations between PDA and DOS, without waiving any other rights they may have.



Page 3

August 23, 2019

Re: **Right of Entry for Use by the Department of State**
Pease International Tradeport, Portsmouth, NH – September 19, 2019

Please indicate by your signature or the signature of a duly authorized representative, the consent of DOS to the terms of this Right of Entry and return the same to me in advance of the commencement of the Term.

Sincerely,



David R. Muilen,
Executive Director

cc: Paul Brean, PDA Deputy Director / PSM Airport Director
Anthony I. Blenkinsop, Deputy General Counsel

Agreed and accepted this 27 day of AUGUST, 2019

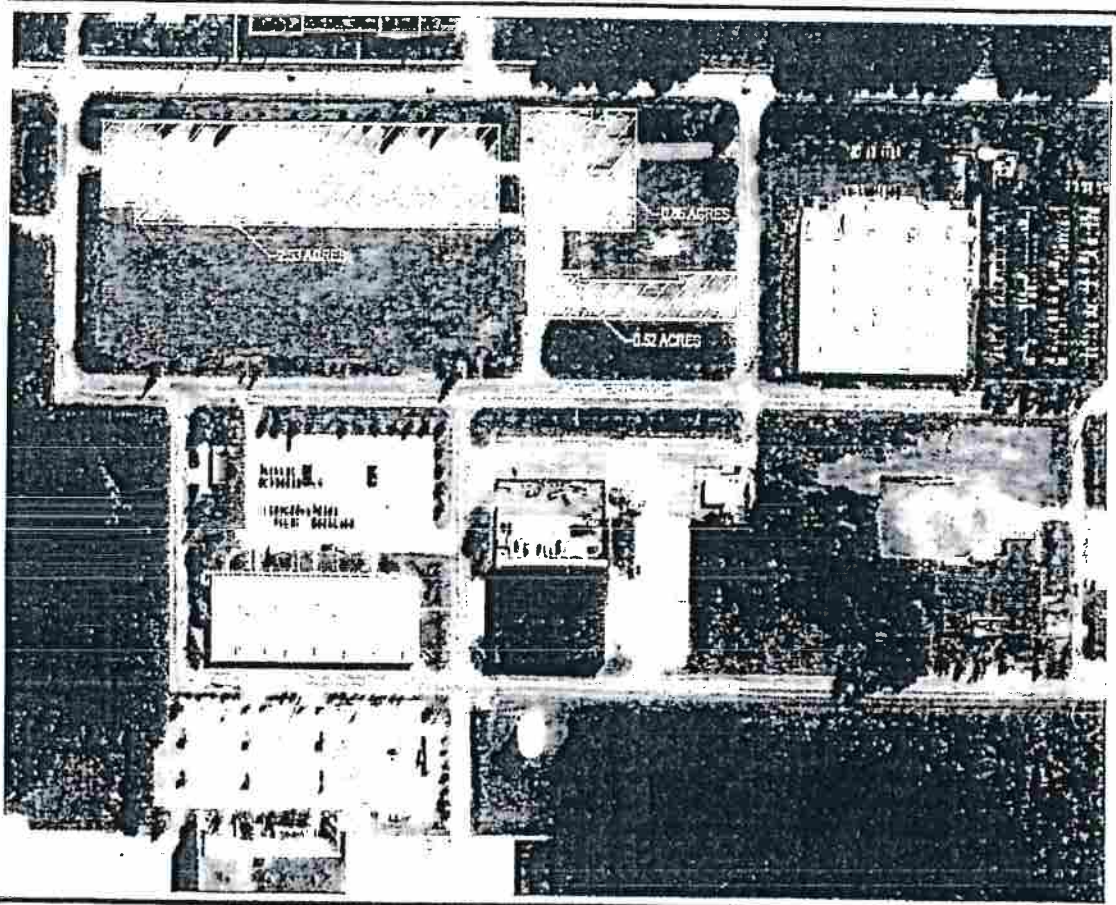
U. S. Department of State

By: 

Troy M. Taylor, Director, Office of
Emergency Management
Duly Authorized

EXHIBIT "A"

PREMISES

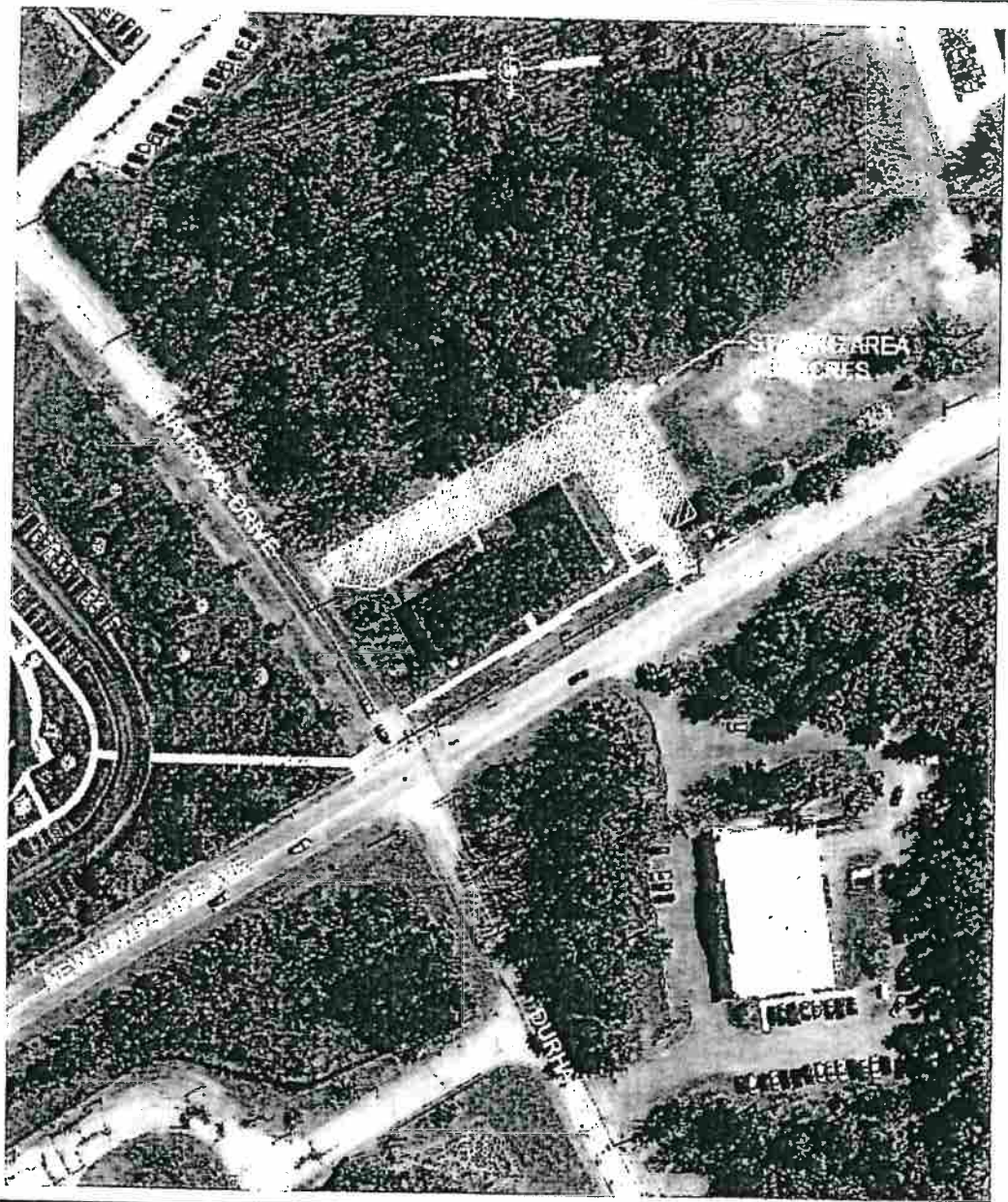


Potential Parking/Staging Areas

DESIGNED BY: MRM DATE: 02/11/19 SCALE: 1"=200'

 PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801



Potential Staging Area at 360 Corporate Dr

DESIGNED BY: MRM

DATE: 8/6/19

SCALE: 1"=100'



PEASE DEVELOPMENT AUTHORITY

55 INTERNATIONAL DRIVE, PORTSMOUTH, NH 03801

MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DM*
Date: September 11, 2019
Re: Sublease between 231 Corporate Drive LLC (f/k/a Kingsbarns, LLC) and University of New Hampshire

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sublease between 231 Corporate Drive LLC (f/k/a Kingsbarns, LLC) ("231 Corporate") and University of New Hampshire ("UNH") at 231 Corporate Drive consisting of approximately 2,643 square feet. The Sublease is for a term of sixty months (60) commencing September 1, 2019. UNH will be utilizing the Subleased Premises for classrooms and any customary accessory uses.

The Delegation to Executive Director: Consent, Approval of Sub-subleases provides that;

"A Sub-sublease Agreement subject to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are met:

1. The use of the Subleased Premises associated with the sublease is permitted under the original sublease;
2. The sublease is consistent with the terms and conditions of the original Sublease;
3. The original Sublease remains primarily liable to Sublessor to pay rent and to perform all other obligations to be performed by Sublessee under the original Sublease; and
4. The proposed Sublessee is financially and operationally responsible."

Conditions one through three have been met. As to condition four, PDA relies on 231 Corporate's continued primary liability for payment of rent and other obligations pursuant to the PDA/231 Corporate Sublease.

The Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements also requires the consent of one member of the PDA Board of Directors. In this instance, Director Lamson was consulted and granted her consent.

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to 231 Corporate Drive, LLC f/k/a KINGSBARNES, LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for property situated at 231 Corporate Drive at Pease International Tradeport, Portsmouth, New Hampshire, with an effective date of September 2, 2004 ("Lease").

B. Section 19.3 of the Lease states that Lessor shall not unreasonably withhold its consent to sublease if:

1. the use of the Leased Premises associated with the sublease is permitted under the original Lease;
2. the sublease is consistent with the terms and conditions of the original Lease;
3. the original Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease; and
4. the proposed Sublessee is financially and operationally responsible.

C. Lessee has requested authorization to sublease approximately **2,643** square feet (Suites 102 & 103) within the Leased Premises at 231 Corporate Drive to **University of New Hampshire, a member institution of the University System of New Hampshire** ("UNH"), a body corporate and politic organized under the provisions of NH RSA Chapter 187-A.

D. The proposed sublease to **UNH** is for **classrooms and any customary ancillary uses**.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **UNH** for approximately **2,643** square feet within the Leased Premises, conditioned upon an amendment to the sublease to add language regarding the PDA as an additional insured in certain circumstances consistent with Article 15 of the Lease.

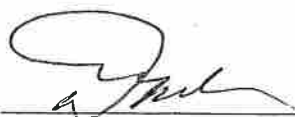
2. Upon execution of the sublease with **UNH** and the required amendment, Lessee shall provide Lessor with a copy of the executed sublease and amendment, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for **UNH**.

3. Lessee hereby agrees that occupancy shall be subject to the issuance of a Certificate of Occupancy as may be required in accordance with PDA Zoning Regulations, Section 315.03(a).

4. Lessee hereby agrees and affirms that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease.

This Notice of Consent is executed, effective this 30th day of August, 2019 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

231 CORPORATE DRIVE, LLC

8/30/19
Date


By: 
Its: Michael Kane, Authorized Member

EXHIBIT "A"

SUBLEASE

LEASE AGREEMENT

BASIC LEASE INFORMATION

LANDLORD: 231 Corporate Drive, LLC

TENANT: University of New Hampshire, a member institution of the University System of New Hampshire

TENANT NOTICE ADDRESS: UNH Professional Development & Training
Attn: Chris LaBelle, Director
59 College Road
Durham, NH 03824

BUILDING: The building commonly known as:
231 Corporate Drive
Portsmouth, New Hampshire

PREMISES (INCLUDING RENTABLE FLOOR AREA): The area identified as Suites 102 and 103 located on the first floor of the Building, consisting of approximately 2,643 rentable square feet, as more particularly shown on Exhibit A attached hereto.

LEASE REFERENCE DATE: August 26, 2019

COMMENCEMENT DATE: The earlier of: (i) the date on which the work is substantially completed as set forth in the Work Letter attached hereto as Exhibit C (the "Work Letter"); or (ii) September 1, 2019. The Commencement Date shall be confirmed pursuant to a confirmation agreement between the parties.

TENANT'S PROPORTIONATE SHARE: 10.8%

RENT COMMENCEMENT DATE: The Commencement Date

LEASE EXPIRATION DATE: 11:59 p.m. on the last day of the sixtieth (60th) full calendar month following the Commencement Date.

BASE TERM: Approximately sixty (60) months commencing on the Commencement Date and expiring on the Lease Expiration Date.

SECURITY DEPOSIT: ~~47,244.77~~

ANNUAL BASE RENT TABLE (NNN)

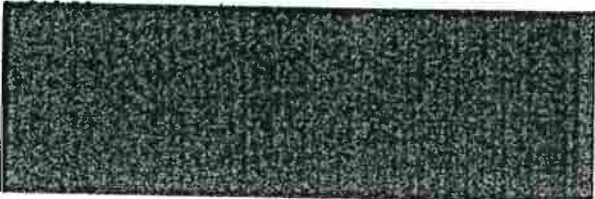
| Lease Year | Rentable Square Feet | Base Term | | |
|------------|----------------------|--|------------------|-------------------|
| | | \$/sf Base Rent | Annual Base Rent | Monthly Base Rent |
| 1 | 2,643 |  | | |
| 2 | 2,643 | | | |
| 3 | 2,643 | | | |
| 4 | 2,643 | | | |
| 5 | 2,643 | | | |

TABLE OF CONTENTS

| | |
|--|----|
| DEFINITIONS..... | 1 |
| 1. DEMISED PREMISES | 5 |
| 2. TERM | 6 |
| 3. EXTENSION OPTION.....Error! Bookmark not defined. | |
| 4. PREPARATION OF THE PREMISES; LANDLORD’S WORK..... | 6 |
| 5. CONDITION OF THE PREMISES | 6 |
| 6. RENT | 7 |
| 7. OPERATING EXPENSES AND REAL ESTATE TAXES..... | 7 |
| 8. PAYMENT OF OPERATING EXPENSES AND PROPERTY TAXES..... | 10 |
| 9. PLACE OF PAYMENT OF RENT | 11 |
| 11. QUIET ENJOYMENT | 12 |
| 13. ALTERATIONS | 13 |
| 14. SIGNAGE..... | 14 |
| 15. MAINTENANCE AND REPAIRS | 15 |
| 16. INDEMNITIES AND INSURANCE..... | 16 |
| 17. DAMAGE TO THE PREMISES | 17 |
| 18. EMINENT DOMAIN | 18 |
| 20. INTENTIONALLY OMITTED | 22 |
| 21. ACCESS..... | 22 |
| 22. SUBLETTING/ASSIGNMENT | 23 |
| 23. SUBORDINATION | 24 |
| 25. MORTGAGEE’S RIGHTS | 25 |
| 26. NOTICE TO MORTGAGEE..... | 25 |
| 27. TENANT’S COVENANTS | 26 |
| 28. EVENTS OF DEFAULT..... | 27 |
| 29. REMEDIES | 28 |
| 30. NO WAIVER; NO ACCORD AND SATISFACTION..... | 30 |
| 31. FORCE MAJEURE..... | 30 |
| 32. RECORDING | 30 |
| 33. MECHANICS LIENS | 31 |
| 34. DEFINITIONS | 31 |

| | | |
|-----|--|----|
| 35. | SEPARABILITY CLAUSE; COUNTERPARTS..... | 31 |
| 36. | NOTICES | 32 |
| 37. | INTERRUPTION OF UTILITIES | 32 |
| 38. | REPRESENTATION | 33 |
| 39. | HOLDING OVER; RESERVATION OF ROOF RIGHTS | 33 |
| 40. | HAZARDOUS MATERIAL..... | 34 |
| 41. | REPRESENTATIONS..... | 35 |
| 42. | GOVERNING LAW..... | 35 |
| 43. | BROKERAGE | 35 |
| 45. | LIMITED RECOURSE | 36 |
| 46. | ENTIRE AGREEMENT..... | 36 |

EXHIBITS:

- Exhibit A - Premises Diagram
- Exhibit B - Rules and Regulations
- Exhibit B-1 - Rules and Regulations for Alterations
- Exhibit C Landlord Work Letter
- Exhibit D University of New Hampshire Credit Information

THIS LEASE AGREEMENT (this "Lease") is by and between **231 Corporate Drive, LLC**, a New Hampshire limited liability company, having an address c/o Kane Management Group LLC, 210 Commerce Way, Suite 300, Portsmouth, New Hampshire 03801 ("Landlord"), and **University of New Hampshire**, a body corporate and politic organized under the provisions of the New Hampshire Revised Statutes Annotated Chapter 187-A, acting by and through the University of New Hampshire, a member institution of the University System of New Hampshire with its principal mailing address at 105 Main Street, Durham, New Hampshire ("Tenant").

DEFINITIONS

The following terms shall have the following meanings for all purposes of this Lease and shall be equally applicable to both the singular and plural forms of the terms herein defined.

"Additional Rent" means all amounts, liabilities and obligations other than Base Rent, which Tenant assumes or agrees to pay under this Lease.

"Additional Transmission Facilities" is defined in Section 19(e) of this Lease.

"Allowance" is defined in Section 4(b)(i) of this Lease.

"Alterations" is defined in Section 13(a) of this Lease.

"Alternative Service Provider" is defined in Section 19(c) of this Lease.

"Base Building" means the structural portions of the Building, the common entryways, stairways and corridors, elevators loading docks, the public restrooms, and the Building mechanical, electrical and plumbing systems and equipment located in the internal core of the Building on the floor or floors on which the Premises are located.

"Base Electrical Service" is defined in Section 19(a)(v) of this Lease.

"Base Rent" is defined in Section 6(a) of this Lease.

"Base Term" is defined in the Basic Lease Information.

"Basic HVAC Service" is defined in Section 19(a)(ii) of this Lease.

"Basic Lease Information" means the pages preceding the Table of Contents, which pages are hereby incorporated by this reference.

"Basic Telecom Service" is defined in Section 19(e) of the Lease.

"Broker" is defined in Section 43 of this Lease.

"Building" is defined in the Basic Lease Information.

"Business Day" means any day other than a Saturday, Sunday or other recognized state or federal holiday in the State of which the building is located.

"Commencement Date" is defined in the Basic Lease Information.

"Common Areas" is defined in Section 1(b) of this Lease.

"Current Telecom Provider" is defined in Section 19(e) of this Lease.

"Electric Service Provider" is defined in Section 19(c) of this Lease.

"Environmental Damages" means all liabilities, injuries, losses, claims, damages, settlements, attorneys' and consultants' fees, fines and penalties, interest and expenses, and costs of environmental site investigations, reports and cleanup, including without limitation costs incurred in connection with: any investigation or assessment of site conditions or of health of persons using the Property; risk assessment and monitoring; any cleanup, remedial, removal or restoration work required by any Governmental Authority recommended by Landlord's environmental consultant provided that such consultant is a licensed site professional; any decrease in value of the Property; any damage caused by loss or restriction of rentable or usable space in the Property; or any damage caused by adverse impact on marketing or financing of the Property.

"Environmental Laws" means any present or future Law, permit, license or binding determination of any governmental authority relating to, imposing liability or standards concerning, or otherwise addressing the environment, health or safety, and applicable to the Premises, including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq. any so-called "Superfund" or "Superlien" law that applies to the Premises; and the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., and any analogous state statutes, including New Hampshire RSA ch.147-A and ch. 147-A and Parts Env-Wm 110, 211-216, 351-353, 400-00 of the New Hampshire Code of Administrative Rules, as each of the foregoing may from time to time be amended and hereafter in effect.

"Estimated Expense Statement" is defined in Section 7(b)(i) of this Lease.

"Estimated Per Foot Annual Electric Cost" is defined in Section 19(b) of this Lease.

"Event of Default" is defined in Section 28 of this Lease.

"Extension Term" is defined in Section 3 of this Lease.

"Fiscal Year" means the twelve-month fiscal period for which Property Taxes are assessed against the Premises by the applicable Governmental Authority.

"Force Majeure" is defined in Section 31 of this Lease.

"Governmental Authority" means the United States of America, the State of New Hampshire, the city or town in which the Building is located, any political subdivision thereof and any agency, department, commission, board, bureau or instrumentality of any of the foregoing, or any quasi-governmental authority, now existing or hereafter created, having jurisdiction over the Building.

"HazMat Documents" is defined in Section 40(c) of this Lease.

"Hazardous Materials" means substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in any applicable federal, state or local statute, rule, regulation or determination, including but not limited to the Environmental Laws; and asbestos, PCB's, radioactive substances, methane, volatile hydrocarbons, petroleum or petroleum-derived substances or wastes, radon, industrial solvents or any other material as may be specified in applicable Law or regulations. "Hazardous Materials" shall also mean means any substances, materials or wastes regulated by any governmental authority or deemed or defined as a "hazardous substance", "hazardous material", "toxic substance", "toxic pollutant", "contaminant", "pollutant", "solid waste", "hazardous waste" or words of similar import under applicable legal requirements, including natural or synthetic gas, urea formaldehyde, or the emission of non-ionizing radiation, microwave radiation or electromagnetic fields at levels in excess of those (if any) specified by any governmental authority or which may cause a health hazard or danger to property, or the emission of any form of ionizing radiation.

"Hazardous Materials List" is defined in Section 40(b) of this Lease.

"Improvements" means the Building and other improvements to be constructed on the Property, together with any additional buildings, structures, improvements, or other building fixtures subsequently added to or constructed on the Property, if any.

"Indemnified Parties" means, with respect to any Person, the trustees, beneficiaries, officers, directors, stockholders, partners, members, managers, beneficial owners, employees, agents, contractors, attorneys, and mortgagees of such Person.

"Landlord" is defined in the Basic Lease Information and in the introductory paragraph of this Lease.

"Landlord's Work" is defined in Section 4(a) of this Lease.

"Late Charge Amount" means, with respect to any delinquent amount hereunder, five percent (5%) of such delinquent amount.

"Laws" means all present and future laws, rules, orders, ordinances, regulations, statutes, requirements, codes and executive orders, extraordinary as well as ordinary, of all Governmental Authorities now existing or hereafter created, and of any and all of their departments and bureaus, and of any applicable fire rating bureau, or other body exercising similar functions.

“Lease” is defined in the introductory paragraph of this Lease.

“Lease Expiration Date” is defined in the Basic Lease Information.

“Lease Year” means each consecutive twelve (12) calendar month period immediately following the Commencement Date, but if the Commencement Date shall fall on other than the first day of a calendar month, then such term shall mean each consecutive twelve calendar month period commencing with the first day of the first full calendar month following the calendar month in which the Commencement Date occurs, however, the first lease year shall include any partial month between the Commencement Date and the first day of the first full calendar month immediately following the Commencement Date.

“Mortgage” shall mean any mortgage that includes the Building and/or the Premises given by Landlord to a Mortgagee to secure a loan.

“Mortgagee” shall mean any holder of a Mortgage that includes the Landlord’s interest in the Building and/or the Premises, or any part thereof.

“Normal Business Hours” is defined in Section 21 of this Lease.

“Operating Expenses” is defined in Section 7(a)(ii) of this Lease.

“Overdue Rate” means two percent (2%) per month or, if lower, the maximum annual interest rate allowed by law for business or commercial loans (not primarily for personal, family or household purposes) calculated on a per diem basis.

“Permitted Use” is defined in Section 12(a) of this Lease.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, trustee(s) of a trust, unincorporated organization, government or Governmental Authority, agency or political subdivision thereof, or other business entity or arrangement.

“Premises” is defined in Basic Lease Information.

“Property” is defined as all of the real estate and Improvements owned or leased by the Landlord and located at 75 Portsmouth Boulevard, Portsmouth, New Hampshire.

“Property Taxes” is defined in Section 7(a)(i) of this Lease.

“Proportionate Share” is defined in the Basic Lease Information.

“Reconciled Expense Statement” is defined in Section 7(b)(ii) of this Lease.

“Rent” means Base Rent and Additional Rent.

"Rent Commencement Date" is defined in the Basic Lease Information.

"Review Notice" is defined in Section 8(h) of this Lease.

"Substantial Taking" is defined in Section 18(b) of this Lease.

"Supplemental HVAC Service" is defined in Section 19(a)(ii) of this Lease.

"Tenant" is defined in the Basic Lease Information and in the introductory paragraph of this Lease.

"Tenant's Agents" means any and all subtenants, licensees, concessionaires, employees, agents, contractors, invitees or anyone else claiming by, through or under Tenant or its successors or assigns.

"Tenant's Proportionate Share" is defined in the Basic Lease Information.

"Term" is defined in the Basic Lease Information.

"Work Letter" is defined in Section 4(a) of this Lease.

1. DEMISED PREMISES

(a) Landlord hereby demises and leases to Tenant, and Tenant hereby leases and rents from Landlord, the Premises in the Building, which Building shall be deemed to contain approximately 24,588 rentable square feet.

(b) Appurtenant Rights and Reservations. Tenant shall have, subject to the rules and regulations established by Landlord and attached hereto as Exhibit B (as the same may be amended, modified or supplemented by Landlord in Landlord's reasonable discretion from time to time, the "Rules and Regulations") and to the right of Landlord to designate and change from time to time areas and facilities so to be used, as appurtenant to the Premises, including without limitation, such areas, spaces, facilities and equipment made available by Landlord for the common use of Tenant and others using or occupying the Building (to the extent so designated by Landlord for common use from time to time, the "Common Areas"), (i) the non-exclusive right to use, and permit its invitees to use, in common with others, public or common lobbies, hallways, stairways, and elevators and common walkways necessary for access to the Building, and if the portion of the Premises includes less than the entire floor, the common toilets, corridors and elevator lobby of such floor; and (ii) Tenant's pro rata share of unreserved parking spaces located in the surface parking lot at the Building on a non-exclusive, first-come, first-served basis. With respect to parking spaces, Landlord also reserves the right to institute a tag or sticker system to monitor compliance by Tenant and others of use of the parking spaces. Tenant shall comply with all rules and regulations set forth by Landlord from time to time regarding the parking area including, without limitation, rules and regulations regarding guest parking. Landlord shall have no obligation to police the parking area or to ensure the safety of Tenant's automobiles or any personal property therein. The Premises shall be designated a non-smoking area and Tenant will

comply, and cause its employees and invitees to comply, with Building regulations regarding non-smoking areas.

Landlord reserves the right from time to time to construct new buildings on the Property, construct additions and make alterations to the Building, and to change the size, location or arrangement of and otherwise alter Common Areas at the Property, and to make any other improvements Landlord may desire including to install, use, maintain, relocate, repair and replace pipes, ducts, conduits, wires, fixtures, facilities, meters and equipment located inside or outside of the Premises for service to or in the Premises and to or in the other parts of the Property; and to grant easements whether exclusive or in common, in and to the Common Areas of the Property to others, provided that no such additions, alterations or changes materially interfere with Tenant's beneficial use and enjoyment of the Premises.

2. **TERM**

Subject to the conditions herein stated, Tenant shall hold the Premises for the Term commencing on the Commencement Date and terminating at 11:59 p.m. on the Lease Expiration Date. Landlord currently anticipates that the Commencement Date will occur on or about September 1, 2019 (the "Estimated Commencement Date").

3. **RESERVED**

4. **PREPARATION OF THE PREMISES; LANDLORD'S WORK**

Landlord's Work. Landlord shall deliver possession of the Premises to Tenant on the Commencement Date in accordance with this Section 4. Landlord agrees to complete the improvements specified in the Work Letter attached hereto as Exhibit C at Landlord's sole cost and expense (collectively, the "Work") in a good and workmanlike manner in compliance with all applicable laws. Other than the Work, Landlord shall have no obligation for the completion or repair of the Premises and Tenant shall accept the Premises in the condition set forth in Section 5 below.

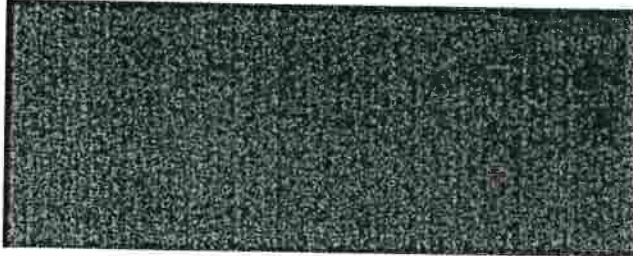
5. **CONDITION OF THE PREMISES**

Upon occupancy, Tenant shall be deemed to have acknowledged that all Work has been completed to Tenant's satisfaction and that Tenant has waived any claim that Landlord has failed to perform any of the Work. Tenant acknowledges and agrees that, except for the Work, Tenant has agreed to accept the Premises in "as is" condition, and except as otherwise expressly provided in this Lease, Tenant agrees that LANDLORD MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PREMISES, EQUIPMENT OR FURNITURE SITUATED THEREIN OR AS TO THE SUITABILITY OF THE PREMISES FOR THE USE INTENDED BY TENANT AND HEREBY DISCLAIMS ANY RESPONSIBILITY THEREFOR.

6. RENT

(a) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord annual base rent ("Base Rent") during the Term on a triple net (NNN) basis in the following amounts:

ANNUAL BASE RENT TABLE (NNN)

| Lease Year | Rentable Square Feet | Base Term |
|------------|----------------------|--|
| 1 | 2,643 |  |
| 2 | 2,643 | |
| 3 | 2,643 | |
| 4 | 2,643 | |
| 5 | 2,643 | |

(b) Tenant shall also pay, as Additional Rent, all Operating Expenses and Property Taxes which may arise or become due during the Term of the Lease in proportion to its Proportionate Share. Tenant shall pay Additional Rent without any abatement, deduction or setoff, and, in case of any nonpayment thereof, Landlord shall have in addition to any other rights and remedies, all of the rights and remedies provided by law for the nonpayment of Base Rent. The time for and calculation of Tenant's payments of Additional Rent shall be governed by the terms and conditions contained in Section 7 of this Lease.

(c) All rent payments are due in advance without demand, deduction or set-off (except as otherwise provided herein) on the first day of each and every month during the Term and any extension or renewal thereof. Base Rent for any partial month shall be prorated. All increases in Base Rent or Additional Rent, if any, shall become effective on the first day of the subsequent month.

(d) Reserved.

7. OPERATING EXPENSES AND REAL ESTATE TAXES

(a) As used in this Lease:

(i) "Property Taxes" shall mean all taxes, assessments and betterments levied, assessed or imposed by any Governmental Authority upon or against the Improvements and the Property, or payments in lieu thereof, including reasonable expenses, which shall include, without limitation, any and all payments due for water and sewer charges and fees, use charges, fire service fees and similar payments, as well as all fees of attorneys, appraisers and other consultants incurred in connection with any efforts to obtain abatements or reductions which may be requested by Tenant. Property Taxes shall not include estate, income, gift or franchise taxes of Landlord or any interest charges, fines or penalties incurred as a result of Landlord's failure to timely pay Property Taxes (unless such failure is due to Tenant's delinquency). If, at any time

during the Term of this Lease, as it may be extended hereunder, any tax or excise on rents or other taxes, however described, are levied or assessed against Landlord with respect to the rent reserved hereunder in substitution for real estate taxes assessed or levied on the Improvements and the Land, or payments in lieu thereof, such tax or excise on rents shall be included in Property Taxes.

(ii) "Operating Expenses" shall mean all costs incurred and expenditures paid by Landlord in connection with the operation, administration, decoration, cleaning, repair, management, maintenance and upkeep of the Property including, without limitation, expenses for the following:

A. Compensation and all fringe benefits, worker's compensation, insurance premiums, wages and taxes paid to, for, or with respect to all persons, up to the level of Property Manager, engaged in operating, maintaining, or cleaning the Property;

B. Cost of services, materials, supplies and equipment furnished or used in the operation of the Building and the Property, including without limitation any charge for personnel of Landlord, any manager of the Property or any other entity performing periodic services at the Property in connection with the operation, maintenance, repair, management, maintenance and upkeep of the Property;

C. Cost of window washing and waste removal for the Building;

D. Cost of maintenance, cleaning and repairs of the Property;

E. Fees, charges, and other costs including management fees for the then current calendar year, legal fees, and accounting fees reasonably incurred by Landlord in connection with the operation, management, maintenance, and repair of the Property;

F. Cost of all utilities and telecommunications services serving the Property (expressly excluding any utilities which are (i) separately metered to the Premises and shall be paid by Tenant directly to the utility provider or are otherwise reimbursed by Tenant separate from Operating Expenses, or (ii) so separately paid by other tenants);

G. Cost of the operation of the exterior portions of the Building and the Property, including snow and ice removal, landscaping (including planting, replanting and care thereof), parking (including repaving and restriping), exterior lighting, roof and signs;

H. Expenses for or on account of the upkeep and maintenance of equipment located within the Building or on the Property, including payments under service contracts for maintenance of equipment such as, but not limited to, security, air-conditioning, heat, or elevator equipment;

I. Premiums and deductibles for any insurance carried by Landlord with respect to the Property;

J. Personal property, sales and use taxes on material, equipment, supplies and services used in connection with the operation, administration, cleaning, repair, management, maintenance and/or upkeep of the Property, the cost of all permits and licenses and all fees for fire, security and police protection;

K. The cost of all repairs, alterations, additions and replacements to the Property required by any law, ordinance, order or regulation of any public authority passed or adopted after the date of this Lease, except to the extent any such repair, alteration, addition or replacement is capital in nature, in which case such expense shall be included in the Operating Expenses in accordance with Section 7(a)(ii)(L);

L. The cost of any structural or non-structural repairs and replacements that are capital in nature, as amortized using a commercially reasonable rate over the time period of the remaining useful life of the capital repair or replacement in accordance with Generally Acceptable Accounting Principles;

M. The cost of maintenance and repair items, such as painting of common areas, replacement of carpet in elevator lobbies, and the like, or which are necessitated by any act, omission or misuse by Tenant;

N. Intentionally omitted;

O. The cost of any security services and equipment for the Building;

P. The costs of any improvements or additions to the Building which are performed primarily to reduce Operating Expenses or otherwise improve the efficiency or safety of the Building; and

Q. All other reasonable and necessary expenses paid in connection with the cleaning, operating, managing, maintaining and repairing of the Building and Property, or either for similar buildings in the greater Portsmouth, New Hampshire area.

(b) As used in this Lease:

(i) "Estimated Expense Statement" shall mean a written statement provided by Landlord and setting forth the estimated Property Taxes and Operating Expenses for the calendar year so specified and Tenant's Proportionate Share thereof.

(ii) "Reconciled Expense Statement" shall mean a written statement provided by Landlord and setting forth the final Property Taxes for the current Fiscal Year and final Operating Expenses for the immediately preceding calendar year and

Tenant's Proportionate Share thereof, together with a reconciliation of such figures against the amounts actually paid by Tenant on account thereof.

8. PAYMENT OF OPERATING EXPENSES AND PROPERTY TAXES

(a) Not later than ninety (90) days (or as soon thereafter as is reasonably practicable for Landlord) after the Rent Commencement Date and the start of each successive calendar year during the Term of this Lease, Landlord shall provide Tenant with an Estimated Expense Statement for the Property. From time to time, Landlord may re-estimate the Property Taxes and Operating Expenses to be due from Tenant and deliver a copy of the re-estimate to Tenant, and such re-estimate shall thereafter constitute the Estimated Expense Statement for such year. Thereafter, the monthly installments of Tenant's Proportionate Share of Property Taxes and Operating Expenses payable by Tenant shall be appropriately adjusted in accordance with the estimations so that, by the end of the calendar year in question, Tenant shall have paid Tenant's Proportionate Share of all of the Property Taxes and Operating Expenses as Additional Rent, as estimated by Landlord. Any amounts paid based on such an estimate shall be subject to adjustment as herein provided when actual Operating Expenses and final Property Taxes are available for each calendar year (with respect to Operating Expenses) or Fiscal Year (with respect to Property Taxes). Notwithstanding anything to the contrary contained in this Lease, Tenant hereby agrees that, during any calendar year in which the entire Building is not provided with Building standard services or is not completely occupied, Landlord shall compute all Operating Expenses for such calendar year that vary with occupancy as though one hundred percent (100%) percent of the Building were provided with such Building standard services and was one hundred percent (100%) percent occupied. Notwithstanding anything to the contrary contained in this Lease, where Tenant's usage of water and sewer is substantially larger on a proportional basis than other tenants in the Building, Tenant shall pay for such larger usage as Additional Rent. In the alternative, if the Premises can be separately metered for water and sewer, Landlord and Tenant agree, at Tenant's cost, to arrange for such separate metering in which case, Tenant shall pay directly for the usage established by the meter.

(b) Commencing on the Rent Commencement Date, and monthly thereafter during the Term of this Lease, Tenant shall pay to Landlord, concurrently with its monthly installment of Base Rent for such month, one-twelfth (1/12) of each of the amounts estimated by Landlord to be Tenant's Proportionate Share of Operating Expenses and Property Taxes for such period, as set forth in the Estimated Expense Statement. Such payments shall be credited to the sum finally determined to be payable for such period pursuant to the Reconciled Expense Statement.

(c) By April 1 (or as soon thereafter as is practicable) of each Lease Year during the Term, commencing with calendar year 2020, Landlord shall provide Tenant with the Reconciled Expense Statement with respect to the preceding Lease Year (with respect to Operating Expenses) or current Fiscal Year (with respect to Property Taxes). In the event that the total of Additional Rent actually paid by Tenant during such preceding Lease Year exceeds Tenant's Proportionate Share of Operating Expenses and Property Taxes as shown in the Reconciled Expense Statement for the corresponding actual periods, the overage shall be credited by Landlord to Tenant toward the next years Additional Rent due hereunder. In the event that the total of Additional Rent actually made by Tenant during such preceding Lease Year is less than Tenant's Proportionate Share of

Operating Expenses and Property Taxes as shown in the Reconciled Expense Statement for the corresponding actual periods, then Tenant shall remit to Landlord the amount of such shortfall in immediately available funds within thirty (30) days of Tenant's receipt of such Reconciled Expense Statement.

(d) If this Lease shall terminate other than on the last day of a calendar year, Tenant shall be liable for only that portion of Tenant's Proportionate Share of Operating Expenses for such calendar year represented by a fraction, the numerator of which shall be the number of days of the Term which fall within such calendar year and the denominator of which shall be three hundred sixty-five (365). If this Lease shall terminate other than on the last day of a Fiscal Year, Tenant shall be liable for only that portion of Tenant's Proportionate Share of Property Taxes for such Fiscal Year represented by a fraction, the numerator of which shall be the number of days of the Term which fall within such Fiscal Year and the denominator of which shall be three hundred sixty-five (365).

(c) Reserved.

(f) Any amounts that are owed by Tenant to Landlord hereunder as a result of a default by Tenant in its obligations hereunder (including, without limitation, any amounts owed to Landlord pursuant to Section 29(b) hereof) shall constitute Additional Rent and shall be due and payable within thirty (30) days of Tenant's receipt of an invoice from Landlord detailing such amount.

(g) Landlord's failure to render any statement with respect to any year, or Landlord's delay in rendering said statement beyond a date specified herein, shall not prejudice Landlord's right to render a Landlord's statement with respect to that or any subsequent year.

(h) Tenant agrees to pay on or before the due date thereof all bills for utilities, metering charges and the like for any utilities that are separately metered to the Premises.

(i) Landlord shall have the right, but not the obligation, to contest, by appropriate legal proceedings, the amount or validity or application, in whole or in part, of any Property Taxes and, if such proceedings are successful, Tenant shall be entitled to Tenant's Proportionate Share of any refund of the Property Taxes actually received by Landlord provided such refund relates to Property Taxes paid by Tenant under this Lease, less Tenant's Proportionate Share of the reasonable expenses incurred by Landlord in prosecuting such proceedings.

(j) Any statements, invoices and other notices delivered by Landlord to Tenant in connection with this Section 8 may be sent by electronic mail or the methods set forth in Section 36 below.

9. PLACE OF PAYMENT OF RENT

All payments of rent shall be made by Tenant to Landlord without notice or demand via ACH or at such place as Landlord may from time to time designate in writing. The initial place for payment of rent shall be c/o Kane Management Group LLC, 210 Commerce Way, Suite 300, Portsmouth, NH 03801 or at such other address or wire transfer instructions as Landlord may

specify by notice pursuant to Section 36 below. Any extension of time for the payment of any installment of rent, or the acceptance of rent after the time at which it is due and payable shall not be a waiver of the rights of Landlord to insist on having all other payments made in the manner and at the times herein specified.

10. SECURITY DEPOSIT

As security for Tenant's faithful performance of Tenant's obligations hereunder, Tenant shall deliver to Landlord, upon the execution of this Lease by Tenant, a check in the amount of [REDACTED] together with the University System of New Hampshire Credit Information attached hereto as Exhibit D.

If Tenant fails to pay Base Rent, Additional Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease beyond any applicable notice and cure periods, Landlord may (but shall have no obligation to) use all or any portion of the Security Deposit for the payment of any monthly installment of Base Rent, Additional Rent or other charge due hereunder, to pay any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant shall within ten (10) business days after written demand therefor, restore the Security Deposit to the initial face amount thereof. Provided Tenant is not otherwise in default under the terms of this Lease, the Security Deposit, or so much thereof as shall not then have been used by Landlord, shall be returned without payment of interest or other amount for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) within sixty (60) days after the expiration of the Term hereof, and after Tenant has vacated and delivered the Premises as required hereunder. Landlord may retain an amount reasonably calculated to be sufficient to pay any final amount of Taxes or Expenses for the Lease Year in which the Term of this Lease ends.

11. QUIET ENJOYMENT

The Tenant, upon payment of the Rent herein reserved and upon the performance of all the terms and conditions of this Lease, shall at all times during the Term of this Lease, peaceably and quietly enjoy the Premises without any disturbance from Landlord or from any other person claiming through Landlord, subject, nevertheless, to the terms and conditions of this Lease.

12. USE OF THE PREMISES

(a) The Premises shall be used by Tenant for classrooms and any customary ancillary uses thereof, provided that all such uses are permitted by right under applicable federal, state or local law, statute, regulation, or ordinance, and for no other uses without the prior written consent of Landlord ("Permitted Use").

(b) The Tenant shall not at any time use or occupy the Premises in violation of the certificate of occupancy or building permit issued for the Building or any applicable zoning

ordinance. The statement in the Lease of the nature of the business to be conducted by Tenant in the Premises does not constitute a representation, warranty or guaranty by Landlord that such business may be conducted on the Property or is lawful under the certificate of occupancy or building permit or is otherwise permitted by law. Tenant acknowledges and agrees that it is the sole responsibility of the Tenant to determine all zoning information, requirements, and restrictions and secure all necessary or required permits and approvals necessary for Tenant's use of the Premises.

(c) Tenant agrees that it will not: (i) make any use of the Premises requiring the use of any odorous chemicals, which will permeate beyond the Premises, or (ii) cause any vibrations, noise or other disturbance which would interfere with the use of the Building by any other tenant or extend beyond the Premises, including, without limitation, interference with television and radio equipment or the generation of radio frequency radiation and/or electromagnetic radiation.

13. ALTERATIONS

(a) Tenant shall have the right to make alterations, additions and improvements (collectively, "Alterations") to the Premises without obtaining Landlord's consent, provided that (i) such Alterations do not materially adversely affect the layout of the Premises, the soundness, structural integrity, value, utility, operation, appearance, size, shape or useful life of the structure or the equipment or systems of the Building; (ii) the same do not require the approval of any governmental authority with jurisdiction over the Premises, including, without limitation, approval in the form of a building permit; (iii) Tenant shall provide Landlord with a description of the Alterations no later than ten (10) business days prior to commencing such Alterations; and (iv) the cost of such Alterations do not exceed \$5,000 in the aggregate per twelve (12) month period.

(b) Any other Alteration shall require Tenant to comply with the terms of Exhibit B-1 attached hereto and the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed provided Tenant's planned Alterations do not (i) involve any alteration or modification to the structural elements of the Building, (ii) affect the outside appearance of the Building, (iii) involve any physical alteration of any portion of the Building outside of the Premises, or (iv) except for minor and temporary inconveniences caused by Tenant's construction, permanently affect any other tenant or occupant of the Building or any common areas of the Building, except that (1) Landlord shall have the right in its sole and absolute discretion to require Tenant to provide Landlord with plans and specifications for any Alterations requiring Landlord's consent (including detailed electrical and mechanical plans and specifications if applicable) which are at least 90% complete, no later than fifteen (15) business days prior to commencing such Alterations. The Landlord shall have fifteen (15) days after the receipt of the same within which to point out the Landlord's objections to the same. The Tenant shall make changes therein as shall be required to meet the Landlord's objections within thirty (30) days after receipt of the Landlord's objections and shall resubmit revised plans and specifications for the Landlord's approval as provided above; (2) Landlord shall have the right in its sole and absolute discretion to require Tenant to provide Landlord with "as built" plans detailing any Alterations requiring Landlord's consent at the completion thereof and to certify in writing to Landlord that any Alterations requiring Landlord's consent have been completed in accordance with the plans and specifications approved by Landlord; (3) Landlord shall have the right to require Tenant to

utilize any contractor designated by Landlord for any Alterations requiring Landlord's consent relating to or affecting the roof of the Building or any electrical, plumbing or mechanical systems of the Building; and (4) Landlord shall have the right to prescribe the components to be utilized in any Alterations requiring Landlord's consent affecting the electrical, plumbing or mechanical systems of the Building. Notwithstanding anything elsewhere in this Lease to the contrary, the Tenant agrees that in exercising its rights provided in this paragraph, the Tenant shall not take, permit or suffer any actions which shall void or invalidate in whole or in part any applicable roof bond or warranty for the Property or any equipment lease or service agreement regarding the mechanical, electrical or plumbing systems of the Property.

(c) All work done in connection with any Alterations shall be done in a good and workmanlike manner employing materials of good quality of the same manufacture as existing equipment, if reasonably available, and in compliance with Laws, by contractors approved by Landlord which approval will not be unreasonably withheld or delayed. If Tenant employs outside contractors for Alterations to the Premises, Tenant shall be responsible that such contractors abide by all reasonable procedures, rules and regulations as promulgated by the Landlord. All Alterations shall be performed in such a manner as to maintain harmonious labor relations, not to damage the Building or interfere with the construction or operation of the Building. Tenant shall indemnify and hold Landlord harmless from all claims, liabilities, damages and expenses arising out of any work performed by or on behalf of Tenant, including without limitation, any additional costs incurred in supplying services or repairing damage caused by Tenant's contractors. Tenant shall cause each contractor to carry worker's compensation insurance in statutory amounts covering the employees of all contractors and subcontractors, and comprehensive general liability insurance with minimum limits of \$1 million per occurrence and \$2 million in the aggregate naming Landlord as an additional insured. Tenant shall take reasonable steps to cause its contractors to deliver to Landlord certificates of all such insurance. Upon the completion of any Alteration, Tenant shall supply to Landlord as built drawings and specifications of such Alterations. Any Alterations made by Tenant, and any fixtures installed as part thereof, shall become the property of Landlord upon the expiration or other sooner termination of this Lease except as otherwise provided herein. If requested by Landlord when consenting to any Alteration requested by Tenant, Tenant shall remove at Tenant's cost upon expiration or termination of this Lease those Alterations that would impose unreasonable adaptation costs as determined in the reasonable judgment of the Landlord, and shall repair any damage to the Property resulting from such removal. The Tenant shall yield up the Premises in the condition the Premises were in on the Commencement Date, reasonable wear and tear and damage by fire or other casualty excepted, taking by eminent domain excepted, and any Alterations not required to be removed excepted.

14. SIGNAGE

Tenant, at its sole cost and expense, shall be permitted building standard signage on the lobby directory and the entrance to the Premises. Such signage shall be first submitted to Landlord and shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld.

15. MAINTENANCE AND REPAIRS

(a) Except as otherwise provided in this Section and Sections 17 and 18, Landlord shall keep and maintain at its cost and expense (but as a component of Operating Expenses) in good order and repair the structural portions of the Building, including but not limited to the roof, exterior walls, floor slabs, columns, elevators, all security and HVAC systems (to the extent controlled by Landlord) and utility systems and equipment external to the Premises (specifically excluding any such equipment exclusively serving the Premises or installed by or on behalf of Tenant). Landlord shall also keep and maintain or cause to be maintained the Common Areas (including any parking lots, exterior grounds and roadways on the Property) in good order and repair, and shall keep any parking lots, sidewalks, walkways and the roadways on the Property reasonably free of snow and ice during Tenant's business hours (so long as such hours are provided to Landlord in advance and in writing, otherwise Landlord shall use reasonable efforts to provide services during Tenant's business hours), substantially in accordance with the standards and practices employed by other property owners of similar buildings in Portsmouth, New Hampshire. Landlord's obligations hereunder shall exclude reasonable wear and tear and uninsured damage resulting from the negligence of Tenant or Tenant's Agents. In addition, Tenant shall promptly reimburse the Landlord, within ten (10) days of Landlord's written demand, for all costs and expenses to repair damage to all of the above caused by the negligence of or misuse by the Tenant and/or Tenant's Agents, employees, patients, customers or invitees. In no event shall the Landlord be responsible for any indirect or consequential damage arising out of the Landlord's failure to so maintain and repair, including, without limitation, any damage due to the Tenant's inability to remain open for business in the Premises.

(b) Except for repairs for which Landlord is responsible hereunder, Tenant shall maintain the Premises in the condition the Premises were in on the Commencement Date, or, if Tenant makes any Alterations in accordance with the terms and provisions of this Lease, then Tenant shall maintain the Premises in the condition of the Premises were in on the Commencement Date, as improved with said Alterations, as certified by Tenant's architect, reasonable wear and tear, fire or other casualty and taking by eminent domain excepted. Tenant shall also be responsible for the cost of any repairs to the Premises or to the Building, which repairs may be structural or non-structural in nature, necessitated as the result of Tenant's neglect or fault or that of Tenant's agents, employees, or invitees.

(c) All repairs made by either Landlord or Tenant shall be done in a good and workmanlike manner in accordance with all applicable laws and ordinances. Whenever in this Lease the costs of repairs and maintenance are imposed on one of the parties, such costs shall first be paid from available insurance proceeds.

(d) In the event that Tenant fails in its responsibility to provide maintenance and repairs as set forth in this Section 15, Landlord, in addition to any other remedy set forth in this Lease, after reasonable written notice of such failure, shall have the right to cure such failure on the account of Tenant if the cure is not completed or commenced and diligently and continuously pursued to completion by the other party within a reasonable time period.

16. INDEMNITIES AND INSURANCE

(a) Tenant shall hold Landlord and its Indemnified Parties harmless and indemnify them from and against all injury, loss, cost (including reasonable attorneys' fees and expenses), claim, cause of action, demands or judgments, or damage to any person or property arising out of the use or occupancy of the Premises by Tenant or Tenant's Agents (unless caused by the negligence or willful misconduct of Landlord), and from and against all injury, loss, claim or damage to any person or property anywhere on the Property occasioned by any act, neglect or default of Tenant or of Tenant's Agents.

(b) The Tenant shall maintain with respect to the Premises commercial general liability and property damage insurance including the broad form commercial general liability coverage in amounts not less than \$_____ umbrella policy, a \$1,000,000.00 combined single limit and an annual aggregate of at least \$3,000,000.00. Such insurance shall include Landlord as an additional named insured and Landlord's Mortgagee as an additional named insured, as well as The Kane Company and Kane Management Group, LLC, as managing agent, as an additional named insured against injury to persons or damage to property as a result of Tenant's use of the Premises as herein provided, and shall contain a provision that the Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under said policy for any loss occasioned to it, subject to Section 16(d) below.

(i) Tenant shall maintain, at its sole cost and expense, (A) fire and extended coverage insurance for all of its contents, furniture, furnishings, equipment, improvements, funds, personal property, floor coverings and fixtures located within or about the Property, providing protection in an amount equal to one hundred percent (100%) of the insurable value of said items, (B) business interruption/rental interruption insurance sufficient to cover twelve months of rents hereunder, (C) workers' compensation insurance which meets the requirements of New Hampshire law.

(ii) All of Tenant's insurance shall be with companies qualified to do business in the State of New Hampshire, shall be issued by insurance companies with a general policy holder's rating of not less than A-, Class VI as rated in the most current A.M. Best report. Insurance may be maintained by Tenant under a blanket policy or policies so-called, provided the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket insurance policy, and provided further that the requirements set forth herein are otherwise satisfied.

(iii) The Tenant shall deposit with Landlord certificates of insurance that it is required to maintain under this Lease, at or prior to the Commencement Date, and thereafter, within thirty (30) days prior to the expiration of each such policy. Such policies shall, to the extent obtainable, provide that the policies may not be changed or canceled, without at least thirty (30) day's prior written notice to Landlord.

(c) Landlord shall maintain fire and broad form extended coverage insurance on an "all risk" basis, with replacement cost endorsement, on the Improvements equal to the replacement

cost thereof. Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Project or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, or from the act or negligence of any other tenant or any officer, agent, employee, contractor or guest of any such tenant.

(d) Any insurance carried by either party with respect to the Property or property therein or occurrences thereon shall include a clause or endorsement denying to the insurer rights of subrogation against the other party. Notwithstanding anything to the contrary set forth in this Lease, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or which is customarily covered by fire and extended coverage insurance in an amount equal to 100% of the replacement value of the property so damaged.

17. DAMAGE TO THE PREMISES

(a) Landlord shall have the right to terminate this Lease in connection with damage by fire or other casualty to the Premises or the Building if Landlord reasonably estimates that the cost of restoration (not including movable trade fixtures, furniture or equipment) will exceed 50% of the then replacement cost of the Premises or the Building, as applicable. In order to exercise its termination right hereunder, Landlord shall give Tenant written notice of such termination within forty-five (45) days of such fire or casualty. Notwithstanding anything to the contrary contained in this Lease, if such fire or other casualty occurs during the last six (6) months of the Term and, by reason of such fire or casualty, Tenant's use and occupancy of the Premises is materially interrupted, Tenant shall have the right to terminate this Lease by written notice given to Landlord within ten (10) days of such fire or casualty.

(b) If Landlord does not exercise its right to terminate this Lease in accordance with the provisions hereof, then this Lease shall continue in full force and effect and Landlord shall, as promptly as practicable, repair the damage and restore the Property, excluding Tenant's personal property, fixtures, furniture, equipment and floor coverings, to substantially the condition thereof immediately prior to such damage. Landlord's obligation to repair such damage and restore the Property shall be limited to the extent of the insurance proceeds made available to Landlord and any contribution of deductible made by Tenant pursuant to subsection (d) below.

(c) For so long as such damage renders the Premises or a portion thereof unsuitable for the Permitted Use, a just and proportionate abatement of Base Rent and Additional Rent shall be made, provided that if such damage is due to the fault or neglect of Tenant, or Tenant's Agents then there should be an abatement of Base Rent only to the extent the same is covered by Landlord's loss of rent insurance proceeds.

(d) If the Property is damaged by fire or other casualty as a result of the fault or neglect of Tenant or Tenant's Agents, then Tenant, its successors and assigns agree to pay Landlord any deductible in Landlord's applicable insurance policy.

18. EMINENT DOMAIN

(a) In the event that the whole of the Property or the Building or the Premises shall be lawfully condemned or taken in any manner for public or quasi-public use, this Lease shall forthwith terminate as of the date of divesting of Landlord's title.

(b) In the event that only a part of the Premises or the Building or Property shall be so condemned or taken, then, if such condemnation or taking reduces the value of the Premises by 50% or more (a "Substantial Taking"), Landlord may by delivery of notice in writing to Tenant within sixty (60) days following the date on which Landlord's title has been divested by such authority, terminate this Lease. Notwithstanding anything to the contrary contained in this Lease, if there is a Substantial Taking of a portion of the Premises such that Tenant's use and occupancy of the Premises is materially interfered with as reasonably determined by Tenant, Tenant shall have the right to terminate this Lease upon ten (10) days' written notice to Landlord, after such taking.

(c) If this Lease is not terminated as aforesaid, then this Lease shall continue in full force and effect except that the Base Rent shall be equitably abated as of the date of divesting of title, Landlord shall, with reasonable diligence and at its expense, restore the remaining portion of the Property as nearly as practicable to the same condition as it was prior to such condemnation or taking. Landlord's obligation to restore the remaining portion of the Property shall be limited to the extent of the condemnation proceeds made available to Landlord.

(d) In case of a temporary taking (meaning a taking with a duration of six (6) months or less), this Lease shall continue in full force and effect without abatement of rent and other charges, and Tenant shall be entitled to the award. Any taking with duration of longer than six (6) months shall be deemed permanent.

(e) In the event of any condemnation or taking, except as hereinabove set forth, Landlord shall be entitled to receive the entire award in the condemnation proceedings, including any award made for the value of the estate vested by this Lease in Tenant, and Tenant hereby expressly assigns to Landlord any and all right, title and interest of Tenant now or hereafter arising in or to any such award or any part thereof. Notwithstanding the foregoing, Tenant shall have the right to bring a separate condemnation proceeding for relocation expenses and trade fixtures payable in the manner and extent as, and if, provided by law and provided further that this right would not otherwise, diminish Landlord's award.

19. LANDLORD'S SERVICES

During the Term, Landlord shall provide (or contract for the provision of) the following services, the cost of which shall be included as Operating Expenses:

(a) Landlord services:

(i) hot water and water at City temperature for use in the Base Building lavatories and water at City temperature for use in the Premises;

(ii) customary heat and air conditioning in season during Normal Business Hours ("Basic HVAC Service") which shall provide reasonably comfortable temperatures for normal office use; provided that Tenant shall have the right to receive HVAC service during hours other than Normal Business Hours ("Supplemental HVAC Service") by paying Landlord the actual cost of additional HVAC service so long as Tenant requests same by written notice to Landlord not later than a Business Day at least twenty-four (24) hours prior to the day of such overtime usage; as of the date hereof, Landlord's actual cost for Supplemental HVAC Service is \$6.89 per hour for one floor or \$10.41 per an hour for both floors;

(iii) standard janitorial service on Business Days;

(iv) elevator service;

(v) electricity ("Base Electrical Service") in accordance with the terms and conditions in Sections 19(b)-(k) below; and

(vi) such other services as Landlord reasonably determines are necessary or appropriate for the Property.

(b) Electricity shall be distributed to the Premises either by the electric utility company selected by Landlord to provide electricity service for the Building or, at Landlord's option, by Landlord; and Landlord shall permit Landlord's wires and conduits, to the extent available, suitable and safely capable, to be used for such distribution. If and so long as Landlord is distributing electricity to the Premises, Tenant shall obtain all of its electricity from Landlord and shall pay all of Landlord's charges, which charges shall be based, at Landlord's option, either on meter readings or on Landlord's reasonable estimate of Tenant's electrical usage or on Tenant's pro rata share of all space on the first floor, including the Premises, which is commonly metered with the Premises, except that if Tenant installs a submeter for electrical usage as part of its Alterations or subsequent Alterations, thereafter the applicable charges to Tenant for electricity shall be based on readings of such submeter. In calculating such charges, there shall be included all commercially reasonable costs to Landlord to obtain electric service to the Building, including all commercially reasonable costs of whatever nature incurred in connection with entering agreements for obtaining such service from utility suppliers. If the electric utility company selected by Landlord to provide electricity service for the Building is distributing electricity to the Premises, Landlord may elect to require Tenant, at its cost, to make all necessary arrangements with such electric utility company for metering and paying for electric current furnished to the Premises. All electricity used during the performance of janitorial service, or the making of any alterations or repairs in or to the Premises, or the operation of any special air conditioning system serving the Premises, shall be paid by Tenant.

(c) Landlord has advised Tenant that presently Eversource (the "Electric Service")

Provider") is the electric utility company selected by Landlord to provide electricity service for the Building. Notwithstanding the foregoing, Landlord reserves the right at any time and from time to time before or during the Term to either contract for electric service from a different company or companies providing electricity service (each such company shall hereinafter be referred to as an "Alternative Service Provider") or continue to contract for electricity service from the Electric Service Provider, provided such service is at commercially reasonable rates. Tenant shall cooperate with Landlord, the Electric Service Provider and any Alternative Service Provider at all times and, as reasonably necessary, shall allow Landlord, the Electric Service Provider and any Alternative Service Provider reasonable access to the Building's electric lines, feeders, risers, wiring and other machinery within the Premises.

(d) Without the consent of Landlord, Tenant's use of electrical service shall not exceed, either in voltage, rated capacity or overall load that which Landlord reasonably deems to be standard for the Building. If it is determined that Tenant is using excess electricity, Tenant shall pay Landlord for the cost of such excess electrical usage as Additional Rent.

(e) Tenant acknowledges that all data transmission and telecommunications services to the Building are currently provided by the company with which Landlord has a contract as of the date of this Lease (the "Current Telecom Provider") to provide the services now in place. At all times during the Term, Landlord shall have the right, subject to all applicable law, to select the company or companies that provide such services ("Basic Telecom Services") to the Building. The cost of such services and any energy management and procurements services in connection therewith shall be included in Operating Expenses. To the extent that Tenant desires to install, maintain, replace, remove or use any additional telecommunications or data transmission conduits, wires, cables or similar facilities (collectively, the "Additional Transmission Facilities") at the Building in or serving solely the Premises, Tenant shall obtain Landlord's prior written approval for the same, which approval shall not be unreasonably withheld if: (i) Tenant uses an experienced and qualified contractor approved in writing by Landlord, (ii) an acceptable number of spare Additional Transmission Facilities and space for such Additional Transmission Facilities shall be maintained for other existing and future occupants of the Building, as determined in Landlord's reasonable discretion, (iii) the Additional Transmission Facilities therefor (including riser cables) shall be appropriately insulated to prevent excessive electromagnetic fields or radiation, and shall be surrounded by a protective conduit reasonably acceptable to Landlord, (iv) any new or existing Additional Transmission Facilities servicing the Premises shall comply with all applicable governmental laws and regulations, and in compliance with all of the other provisions of this Lease, (v) as a condition to permitting the installation of such Additional Transmission Facilities, Landlord may require that Tenant remove existing telecommunications or data transmission conduits, wires, cables or similar facilities located in or serving such portion of the Premises and repair any damage in connection with such removal, and (vi) Tenant shall pay all costs in connection therewith. Landlord reserves the right to require that Tenant remove any telecommunications or data transmission conduits, wires, cables or similar facilities located in or serving the Premises which are installed in violation of these provisions, or which are at any time in violation of any laws or represent a dangerous or potentially dangerous condition. Landlord further reserves the right to require that Tenant remove any and all Additional Transmission Facilities Lines located in or serving the Premises upon the expiration of the Term or upon any earlier termination of this Lease.

(f) Landlord shall not in any way be liable or responsible to Tenant for any loss, damage or expense which Tenant may sustain or incur if the quantity, character, or supply of electrical energy is changed or is no longer available or suitable for Tenant's requirements.

(g) Tenant agrees that it shall not make any material alteration or material addition to the electrical equipment or appliances in the Premises without obtaining the prior written consent of Landlord in each instance, which consent will not be unreasonably withheld, and Tenant shall promptly advise Landlord of any other alteration or addition to such electrical equipment appliances.

(h) Landlord shall provide or cause to be provided appropriate lawn care services, snow removal from the parking lot, walkways, sidewalks and such other Common Area services as are customarily furnished to tenants in buildings of similar size and character as the Building and located in the Portsmouth, New Hampshire market area. The costs and expenses associated with all such services shall be included within Operating Expenses.

(i) Landlord reserves the right, upon no less than 24 hours' notice to Tenant (except for emergency entry, in which cases advance notice shall not be required), to interrupt, curtail, stop or suspend (a) the furnishing of elevator and other services, and (b) the operation of the plumbing and electric systems, whenever reasonably necessary for repairs, alterations or replacements due to accident or emergency, difficulty or inability in securing supplies or labor strikes, or any other cause beyond the reasonable control of Landlord, whether such other cause be similar or dissimilar to those hereinabove specifically mentioned, until said cause has been removed. Except as specifically provided by the remainder of this Section, there shall be no diminution or abatement of rent or other compensation due from Tenant to Landlord hereunder, nor shall this Lease be affected or any of Tenant's obligations hereunder reduced, and Landlord shall have no responsibility or liability for any interruption, curtailment, stoppage, or suspension of services or systems, except that Landlord shall exercise due diligence to eliminate the cause of same to the extent within Landlord's reasonable control to remedy. Notwithstanding any other provision of this Lease to the contrary, in the event of any interruption or curtailment of any service which Landlord is required to provide to Tenant pursuant to the terms of this Lease, Tenant shall be permitted to a just and proportionate abatement of Base Rent if (x) such interruption or curtailment has continued unremedied for five (5) consecutive days or more and (y) either (i) Landlord has not used commercially reasonable efforts during such period to remedy such interruption or curtailment of services to the extent the same is within Landlord's reasonable control, or (ii) such interruption or curtailment is due to Landlord's gross negligence or willful misconduct. Tenant shall not be entitled to any such abatement of Base Rent for any interruption or curtailment of services which (A) is due to the fault or neglect of Tenant or any of Tenant's Agents, (B) is due to the fault or neglect of any third party, except a third party which is under contract with Landlord to provide such service or is an employee, agent or affiliate of Landlord, (C) despite Landlord's diligent use of commercially reasonable efforts, cannot be remedied within such period, and is not due to Landlord's gross negligence or willful misconduct, or (D) is caused by or results from Force Majeure.

(j) Notwithstanding anything to the contrary contained in this Lease, Landlord may institute such reasonable policies, programs or measures as may be necessary, required or expedient for the conservation and/or preservation of energy or energy services.

(k) Tenant agrees that it shall be liable and responsible for any and all changes, additions or modifications of the Premises or the Property required to comply with applicable Laws, including the Americans With Disabilities Act of 1990, as amended, that are necessitated as a result of Tenant's specific use of the Premises or its operations therein, or any improvements performed by or on behalf of Tenant, including without limitation the Tenant Improvements.

20. INTENTIONALLY OMITTED

21. ACCESS

The Building shall remain open Monday through Friday from 8:00 am until 6:00 pm ("Normal Business Hours"), provided that Tenant shall have access to the Premises during all hours, seven days a week, and Tenant's servants, employees and agents shall have the free and uninterrupted right of access in common with others entitled thereto to the Property subject to reasonable security measures, including, but not limited to, an electronic card access system, repair situations and Force Majeure. Landlord shall not be required to provide security guards for the Building or the Property. To the extent provided, any security patrols and any other security measures provided shall be included as an Operating Expense. Tenant shall have the right to install a controlled access system for the Premises, subject to Landlord's prior written consent, at Tenant's expense.

Tenant shall permit Landlord or its agent to enter the Premises upon reasonable prior notice to (a) inspect the Premises, (b) make such alterations, maintenance, or repairs therein as may be required under this Lease or pursuant to any Law, (c) show the Premises to prospective purchasers or mortgagees or to ground or underlying Landlords, or (d) serve or post all notices required by law or permitted by this Lease. In addition to the foregoing, during the last six (6) months of the Lease Term, Tenant shall permit Landlord to show the Premises to prospective tenants at reasonable times, and to place notices on the front of the Building or on any part thereof offering the Premises for lease. In the exercise of its rights under this Section 21, Landlord shall use reasonable efforts not to unreasonably interfere with Tenant's business operations in the Premises.

In addition to the foregoing, Landlord and Landlord's agents may enter the Premises without any advance notice when necessary to address emergency situations. For purposes of this Section 21, an emergency situation is one that poses a threat of imminent bodily harm or substantial property damage. If Landlord makes an emergency entry into the Premises when no authorized representative of Tenant is present, Landlord shall provide notice to Tenant as soon as reasonably possible after that entry and shall take reasonable steps to secure the Premises until a representative of Tenant arrives at the Premises.

22. SUBLETTING/ASSIGNMENT

(a) Except as otherwise provided in this Lease, Tenant covenants and agrees that neither this Lease, nor the term hereof, nor the estate hereby granted, nor any interest herein or therein, will be assigned, sublet, mortgaged, pledged, encumbered or otherwise transferred, and that neither the Property, nor any part thereof, will be encumbered in any manner by reason of any act or omission of Tenant, or used or occupied, or permitted to be used or occupied, by anyone other than Tenant and its employees, or for any use or purpose, or be sublet, or offered or advertised for subletting without, in each case, without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. Without limiting other reasonable grounds for withholding consent, it shall not be unreasonable for Landlord to withhold its consent to any proposed assignment or sublease if (i) Tenant proposes to assign this Lease or sublease the Premises or any portion thereof to any person or entity with whom Landlord is then negotiating for the rental of other space at the Building or who is a tenant in any building at the Property or any other building owned by Landlord or any affiliate of Landlord; (ii) in Landlord's judgment the proposed assignee or subtenant is engaged in a business which is not in keeping with the then standards of the Building and the proposed use is not limited to the Permitted Use; or (iii) the proposed transferee is not a party of financial strength at least as great as that of Tenant and any applicable guarantor of Tenant, as determined by Landlord in its sole discretion.

(b) In the event of any assignment or sublease for which Landlord has granted its consent, Tenant agrees that it shall remain primarily liable for the obligations of Tenant hereunder, notwithstanding such assignment or sublease. Such liability of Tenant shall be primary, and Tenant shall not be construed as merely a guarantor or a surety of such obligations. If any assignee, subtenant or successor of Tenant defaults in the performance of any obligation to be performed by Tenant under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor.

(c) No assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until Landlord has: (i) received and approved an executed duplicate original of such assignment or sublease; and (ii) executed a consent agreement. No assignment, subletting or use of the Premises shall affect the Permitted Use of the Premises.

(d) Any reasonable legal expenses incurred by Landlord by reason of any proposed assignment or subletting shall be paid by Tenant whether or not the transaction shall be consummated.

(e) Upon the occurrence of an Event of Default, if the Premises or any part thereof are then sublet, Landlord, in addition to any other remedies herein provided or provided by Law, may at its option collect directly from any subtenant all rents becoming due to Tenant under such sublease and apply such rent against any sums due it by Tenant hereunder, and no such collection shall be construed to constitute a novation or a release of Tenant from the further performance of its obligations hereunder.

(f) Landlord's acceptance of a check in payment of any obligations of Tenant under this Lease from a person other than Tenant shall not be construed as an implied consent by Landlord

to an assignment of this Lease or subletting under it. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting, which consent shall not be unreasonably withheld, delayed, or conditioned.

(g) Landlord may freely assign, sell, convey, transfer, mortgage, pledge or hypothecate its interest in the Property, the Improvements and this Lease without the consent of or notice to Tenant.

(h) Tenant agrees that if it desires to retain a broker to offer any portion of the Premises for sublease or to assign its interests under the Lease, it shall retain a broker that is approved by Landlord, and such approval shall not be unreasonably withheld.

(i) In the event that the aggregate of all payments (whether denominated as rental Base Rent, Additional Rent or otherwise), received by, or paid to Tenant as the result of any assignment, or any one or more sublettings or permission to use or occupy the entire Premises shall exceed the aggregate of the Base Rent and Additional Rent payable under this Lease, then, and in such event, the Tenant agrees to pay forthwith 100% of any such excess, less Tenant's reasonable costs associated with such subletting or assignment amortized over the term of the sublease or remaining Term of the Lease and reasonable costs of alterations therewith amortized over ten (10) years.

23. SUBORDINATION

This Lease is subject and subordinate to any real estate mortgages to any lender prior to, on or subsequent to the date of execution and delivery of this Lease and to all renewals, modifications, consolidations, replacements or extensions thereof. However, Tenant agrees that such Mortgagee's rights to insurance and condemnation proceeds are superior to those of Tenant and further agree that no such Mortgagee succeeding to ownership of the Property shall have any liability for Landlord defaults or liability of Landlord which occur or accrue prior to such succession. In confirmation of the foregoing, Tenant shall, within ten (10) days of the written request of Landlord, promptly execute and deliver all such instruments consistent with the foregoing as may be appropriate to subordinate this Lease to any mortgage securing notes issued by Landlord and to all advances made thereunder and to the interest thereon and all renewals, replacements and extensions thereof. Within ten (10) days of the written request of Landlord, Tenant shall join in a subordination agreement requested by any Mortgagee who desires to subordinate its mortgage to this Lease.

24. ESTOPPEL CERTIFICATE

At any time and from time to time, Tenant and Landlord shall, within seven (7) days after written request by the other, execute, acknowledge and deliver to the requesting party a certificate certifying: (i) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (ii) the Rent Commencement Date and the Lease Expiration Date and the date, if any, to which all Rent and other sums payable hereunder have been paid; (iii) that no notice has been received by Tenant or Landlord, as applicable of any default by Tenant or Landlord, as

applicable hereunder which has not been cured, except as to defaults specified in such certificate; (iv) that, to the best knowledge of Tenant or Landlord, as applicable, Landlord or Tenant, as applicable, is not in default under this Lease, except as to defaults specified in such certificate; and (v) such other matters as may be reasonably requested by Landlord or Tenant, as applicable or any actual or prospective purchaser or Mortgagee. Any such certificate may be relied upon by Landlord or Tenant, as applicable and any actual or prospective purchaser or Mortgagee of the Property or any part thereof.

25. MORTGAGEE'S RIGHTS

In the event any Mortgagee succeeds to the interest of Landlord under the Lease:

(a) The Mortgagee shall not be liable for any act or omission of any prior Landlord (including Landlord);

(b) The Mortgagee shall not be liable for the return of any security deposit unless the same has been received by Mortgagee from Landlord and Mortgagee acknowledges receipt in writing of said deposit;

(c) The Mortgagee shall not be bound by any Base Rent or Additional Rent which Tenant might have prepaid for more than the then current month under the Lease;

(d) The Mortgagee shall not be bound by any amendments or modifications of the Lease made after the date Tenant receives written notice of the name and address of such Mortgagee, without the consent of Mortgagee;

(e) The Mortgagee shall not be subject to any offsets or defenses which Tenant might have against any prior Landlord (including Landlord);

(f) Tenant shall recognize the Mortgagee as Landlord under the Lease; and

(g) With respect to any assignment by the Landlord of the Landlord's interest in this Lease or the Base Rent, Additional Rent, and other payments payable hereunder, conditional in nature or otherwise, which assignment is made to a Mortgagee on the Landlord's estate, the Tenant agrees: (i) that the execution thereof by the Landlord and the acceptance thereof by said Mortgagee shall never be deemed an assumption by such Mortgagee of any of the obligations of the Landlord hereunder, and (ii) that such holder shall be treated as having assumed the Landlord's obligations hereunder only upon foreclosure of such mortgage and the taking of possession of the Property.

26. NOTICE TO MORTGAGEE

After receiving written notice from any person, firm or other entity that it holds a mortgage from Landlord which includes the Premises as part of the mortgaged premises, no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such Mortgagee at the address as specified in said notice (as it may from time to time be changed by notice to Tenant). Tenant agrees that any such Mortgagee shall have the right (but not the

obligation) to cure any defaults by Landlord from time to time under this Lease, and Tenant agrees that such Mortgagee shall have a period not to exceed thirty (30) days from the date of said notice in which to cure any such defaults. If such default by Landlord by its nature cannot be cured within thirty (30) days, the Mortgagee shall be given such additional time as is reasonably necessary, provided such Mortgagee has commenced diligently to correct such default and thereafter diligently pursues such correction to completion.

27. TENANT'S COVENANTS

In addition to Tenant's responsibilities and obligations set forth herein, Tenant covenants and agrees as follows:

(a) Tenant shall, at its sole cost and expense, comply with all present and future Laws applicable to the Premises and/or Tenant's operations therein, including all applicable Laws regarding the collection, sorting, separation, recycling and disposal of waste products, garbage, refuse, and trash (including, without limitation, medical, regulated or other hazardous waste). Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by Law, and in accordance with the rules and regulations adopted by Landlord for the sorting and separating of such designated recyclable materials. All medical waste, regulated waste and hazardous waste shall be separated in accordance with Tenant's established procedure and removed from the Building and disposed of by an appropriately licensed medical waste hauler at Tenant's sole cost and expense in compliance with all applicable Laws. Tenant shall maintain appropriate evidence thereof, including manifests and any other documents required by law. Landlord reserves the right, where permitted by Law, to refuse to collect or accept from Tenant any waste products, garbage, refuse, or trash which is not separated and sorted as required by Law. Tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 27(a), and, at Tenant's sole cost and expense, Tenant shall indemnify, defend, and hold Landlord harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from Tenant's non-compliance, utilizing counsel reasonably satisfactory to Landlord, if Landlord so elects. Tenant shall be liable to Landlord for any costs, expenses, or disbursements, including attorneys' fees, of any action or proceeding by Landlord against Tenant, predicated upon Tenant's breach of this Section 27(a).

(b) Tenant shall, at its sole cost and expense, comply with the Rules and Regulations.

(c) In the event that Tenant's financial statements, including a balance sheet and income statement, are not available to the public, then upon reasonable request made by Landlord, or upon request made by Landlord's lender, any equity investor or potential purchaser of the Building, Tenant shall provide Landlord copies of Tenant's most recently prepared statement of income and balance sheet (quarterly or annual) within fifteen (15) days of Landlord's written request therefor; *provided that* any party making such a request first executes a confidentiality or nondisclosure agreement reasonably acceptable to Tenant and Tenant's counsel. Neither Landlord nor any of Landlord's agents, consultants, brokers, employees or representatives shall make any public disclosure of any of Tenant's financial information without the specific prior written

consent of Tenant, except for disclosures to Landlord's lenders, investors, purchasers, shareholders, members, officers, employees, attorneys and accountants.

(d) This Lease shall not terminate, nor shall the Tenant have any right to terminate this Lease except as expressly provided herein. The Tenant waives all rights to any abatement, suspension, deferment, reduction or deduction or from the Base Rent or the Additional Rent or to quit, terminate or surrender this Lease or the Premises or any part thereof, except as expressly provided herein or under applicable law. It is the intention of the parties hereto that the obligations of the Tenant hereunder shall be separate and independent covenants and agreements, that the Base Rent, the Additional Rent and all other sums payable by the Tenant to the Landlord shall continue to be payable in all events and that the obligations of the Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

28. EVENTS OF DEFAULT

The following shall be deemed to be events of default (each, an "Event of Default") hereunder:

- (a) If Tenant shall fail to pay the Base Rent or Additional Rent (including Operating Expenses and Property Taxes) when due hereunder and such failure continues for more than five (5) days after the same shall be due, or if Tenant fails to pay any other charges provided for hereunder and such failure continues for more than five (5) days after the same shall be due; or
- (b) If Tenant shall fail to comply with any other term, condition, obligation or covenant hereunder and such failure continues for more than fifteen (15) days after written notice from Landlord to Tenant specifying such failure. Notwithstanding the foregoing, if such failure by its nature cannot be cured within fifteen (15) days, Tenant shall be given such additional time as is reasonably necessary, provided Tenant has promptly commenced to correct said failure within said initial fifteen (15) day period and thereafter diligently and continuously pursues such correction to completion; or
- (c) If any assignment shall be made by Tenant for the benefit of creditors; or
- (d) If Tenant's leasehold interest shall be taken on execution; or
- (e) If Tenant has abandoned the Premises; or
- (f) If a lien or other involuntary encumbrance is filed against Tenant's leasehold interest or Tenant's other property, which is not discharged or bonded against within fifteen (15) days thereafter; or
- (g) If a petition is filed by Tenant or any other person or entity for adjudication of Tenant as a bankrupt or as insolvent, or for reorganization, or an arrangement pursuant to any statute or

law either of the United States, any State, or the provisions of the Federal Bankruptcy Code as then in force and effect; or

(h) If a receiver has been appointed for any part of Tenant's property and not dismissed within sixty (60) days; or

(i) Any statement, representation or warranty made by Tenant, any guarantor or any of their officers, managers or directors proves to have been false or misleading in any material respect; or

(j) Tenant fails to remain in good standing and qualified to do business in the State of New Hampshire, provided that Tenant shall have sixty (60) days after notice of such failure to reinstate its good standing with the State of New Hampshire.

29. REMEDIES

Upon the occurrence of any Event of Default, Landlord may, in addition to, and not in derogation of any remedies for any preceding breach, with or without notice of demand (except as otherwise expressly provided herein) and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Event of Default:

(a) Landlord shall immediately and at any time thereafter have the right to exercise its right to eviction as provided under New Hampshire law and take complete possession of the Premises, to declare the terms of this Lease ended (or Landlord may, at its election, terminate Tenant's right to possession only, without terminating the Lease), and to remove Tenant's effects as provided under New Hampshire law, without prejudice to any remedies which might otherwise be used for arrears of rent or other default.

(b) If this Lease shall have been terminated as provided herein, Landlord shall have the right to accelerate all Rent amounts that would have become due and payable hereunder until what would have been the Lease Expiration Date in the absence of such termination, including any amounts treated as Additional Rent, and upon such election by Landlord, Tenant shall pay to Landlord, as liquidated final damages and in lieu of all current damages beyond the date of such demand, an amount equal to the sum of all such amounts remaining over the balance of the Term, discounted to present value at the rate of five (5%) per cent per annum.

(c) If an Event of Default shall occur and continue beyond any applicable notice and cure periods, and if, as a result thereof, Landlord shall terminate this Lease pursuant to New Hampshire law and re-enter the Premises and take possession thereof by summary proceedings or otherwise, Landlord may (i) re-let the Premises or one or more portions thereof, either in the name of the Landlord or otherwise, for one or more terms which may, at Landlord's option, be equal to or less than or exceed the period which would have been the balance of the Term then in effect (the Base Term or the Extension Term) in the absence of any termination of this Lease and may grant reasonable concessions, including free rent periods and tenant improvement allowances, in connection with such reletting, and (ii) may make such reasonable alterations, repairs and

decorations in the Premises as Landlord, in its sole judgment considers advisable. Such construction shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such reletting. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future Laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises by reason of a default by Tenant in its obligations under this Lease continuing beyond all applicable notice and cure periods.

(d) Even though Tenant has breached this Lease, this Lease shall continue in effect for so long as Landlord does not terminate the Lease. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of termination is given by Landlord to Tenant. Landlord shall continue to have the right to enforce all its rights and remedies under this Lease, and neither any termination of Tenant's right to possession nor Landlord's taking and holding possession thereof as provided herein shall release Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Rent, including any amounts treated as Additional Rent, under this Lease for the full Term, and unless and until Landlord elects to exercise its rent acceleration remedy pursuant to subsection (b) above, Tenant shall continue to pay to Landlord the entire amount of the Rent as and when it becomes due, including any amounts treated as Additional Rent under this Lease, for the remainder of the Term, together with the reasonable costs of repairs, alterations, additions, redecorating and Landlord's expenses of reletting and the collection of the rent accruing therefrom (including reasonable attorney's fees and broker's commissions), less only such consideration as Landlord may have received from any reletting of the Premises.

(e) All agreements and covenants to be performed or observed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of Base Rent or Additional Rent, except as expressly provided for in this Lease.

(f) If Tenant surrenders the Premises, or is dispossessed by process of law or otherwise, any movable furniture, equipment, Tenant's trade fixtures or other personal property belonging to Tenant and left in the Premises shall be deemed to be abandoned, at the option of Landlord, and Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner. Landlord shall have the right, but not the obligation, to sublet the Premises on reasonable terms for the account of Tenant, and Tenant shall be liable for all reasonable costs of such subletting, including without limitation the cost of restoring the Premises to a shell condition for subtenants and leasing commissions paid to brokers.

(g) All reasonable costs and expenses incurred by or on behalf of Landlord (including, without limitation, reasonable attorneys' fees and expenses) in enforcing its rights hereunder or occasioned by default by Tenant which continues beyond all applicable notice and cure periods shall be paid by Tenant.

(h) Nothing contained in this Lease shall, however, limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination

of this Lease, an amount equal to the maximum allowed by any Law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than, equal to, or less than the amount of the loss or damages referred to above.

(i) Except as otherwise provided in this Lease, any and all rights and remedies which either Landlord may have under this Lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time.

30. NO WAIVER; NO ACCORD AND SATISFACTION

(a) Any consent or permission by Landlord to any act or omission which otherwise would be a default hereunder or any waiver by Landlord of the terms, covenants or conditions hereof, shall not in any way be held or construed to operate so as to impair the continuing obligation of any term, covenant or condition herein, or to permit any similar acts or omissions. The failure of Landlord to seek redress for a violation of, or to insist upon the strict performance of, any covenant, condition or obligation of this Lease shall not be deemed a waiver of such violation nor prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of any rent with knowledge of any default hereunder shall not be deemed to have been a waiver of such default, unless such waiver is in writing signed by the Landlord.

(b) No acceptance by Landlord of a lesser sum than any sum due under any provision of this Lease shall be deemed to be other than on account of the earliest installment of such sum due, nor shall any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to any rights to recover the balance of such installment or pursue any other remedy in this Lease provided.

31. FORCE MAJEURE

Except for the performance of any monetary payment obligations hereunder, the duties of Landlord or Tenant to observe or perform any of the provisions of this Lease on its part to be performed or observed shall be excused for a period equal to the period of prevention, delay or stoppage due to causes beyond the control of the affected party, by reason of strikes, civil riots, unusual shortages of materials (except in the event materials of like kind or quality are available), war, terrorism, bioterrorism, invasion, fire or other casualty, labor unrest, actions or public utilities, Acts of God, adverse seasonal or weather conditions beyond those normally experienced in the Portsmouth area, or other events beyond the reasonable control of the affected party ("Force Majeure"). This clause shall not be applicable to any payment of rent or other charges due from Tenant to Landlord.

32. RECORDING

Landlord and Tenant shall not to record this Lease or any notice thereof unless otherwise

required by any Mortgagee of Landlord, in which case Landlord and Tenant shall, upon the request of such Mortgagee, execute and record a notice of this Lease in a mutually satisfactory form complying with applicable law. In no event shall such document set forth the rent or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease. At Landlord's request, promptly upon expiration of or earlier termination of the Term, Tenant shall execute and deliver to Landlord a release of any document recorded in the real property records for the location of the Premises evidencing this Lease, and Tenant hereby appoints Landlord as Tenant's attorney-in-fact, coupled with an interest, to execute any such document if Tenant fails to respond to Landlord's request to do so within fifteen (15) days. The obligations of Tenant under this Section 32 shall survive the expiration or any earlier termination of this Lease.

33. **MECHANICS LIENS**

The Tenant shall not permit any mechanics' or materialmen's or other liens to stand against the Property for any labor or materials furnished Tenant in connection with work of any character performed on the Property by, for, or at the direction of Tenant. Any such lien shall be discharged by Tenant within fifteen (15) days after receipt of notice thereof or by filing a bond pursuant to law. If Tenant fails to discharge any such lien, Landlord may do so at Tenant's expense and Tenant shall reimburse Landlord for any expense or cost incurred by Landlord in connection therewith, within fifteen (15) days of receipt of Landlord's bill therefor.

34. **DEFINITIONS**

The words "Landlord" and "Tenant" as used herein shall include their respective heirs, executors, administrators, successors, representatives, assigns, invitees, agents, and servants. The words "it", "he" and "him" where applicable apply to the Landlord or Tenant regardless of gender, number, corporate entity, trust or other body. If more than one party signs this Lease as Tenant, the covenants, conditions and agreements of Tenant shall be joint and several obligations of each party.

35. **SEPARABILITY CLAUSE; COUNTERPARTS**

(a) If any provision in this Lease (or portion of such provision) or the application thereof to any, person or circumstance is held invalid, the remainder of the Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

(b) This Lease may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.

36. NOTICES

Notices, statements, demands, or other communications required or permitted to be given, rendered or made by either party to the other pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made, when received by overnight delivery or overnight courier delivery (even if such delivery is refused) or facsimile transmission with a confirmation copy sent by overnight delivery or by overnight courier delivery addressed to the other parties as follows:

To Landlord:

231 Corporate Drive, LLC
c/o Kane Management Group LLC
210 Commerce Way, Suite 300
Portsmouth, New Hampshire 03801
Attention: Michael J. Kane

With a further copy to any Mortgagee entitled to notice pursuant to Section 26 hereof.

To Tenant:

UNH Professional Development & Training
59 College Road
Durham, NH 03824
Attention: Director – Chris LaBelle

(b) Any party listed in this Section may, by notices as aforesaid, designate a different address for addresses for notice, statements, demands or other communications intended for it.

37. INTERRUPTION OF UTILITIES

All utility services provided by Landlord are subject to interruption due to any accident, the making of repairs, alterations or improvements, labor difficulties, trouble obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the Building, or to any other caused beyond the Landlord's control, and Landlord shall not be liable for any cost or expense incurred because of any such interruption. Notwithstanding the foregoing, Landlord shall provide reasonable advance notice to Tenant of any scheduled interruption of utilities due to any alterations, improvements or otherwise that are known to Landlord in advance of said interruption.

38. **REPRESENTATION**

There are no representations, statements or understandings made by the Landlord, its agents, employees or servants other than those expressly set forth in writing herein. Tenant expressly agrees that it is not relying on any representations, statements or understandings, written or oral, other than those expressly set forth herein, in leasing the Premises. Tenant was not induced by Landlord or its agents, servants, or employees to lease the Premises. Tenant agrees that it had an opportunity to obtain independent counsel and have said counsel review this Lease prior to its signing. By signing below, Tenant agrees that all terms of the Lease are set forth in this Lease and that the Tenant has read and understands these terms.

39. **HOLDING OVER; RESERVATION OF ROOF RIGHTS**

(a) If for any reason Tenant retains possession of the Premises or any part thereof after the expiration or earlier termination of the Term of this Lease, such holding over shall constitute a tenancy at sufferance, and Tenant shall pay Landlord 200% of the Base Rent payable in the month preceding Tenant's holdover, prorated on a daily basis. In addition, Tenant shall be liable to Landlord for all damages and losses that Landlord suffers from the holdover, including any damages resulting from Landlord's inability to deliver possession of space to a new tenant or to perform improvements therein for a new tenant due to Tenant's failure to timely vacate all or part of the Premises.

(b) At the expiration of the Term or earlier termination of this Lease, Tenant shall surrender all keys to the Premises, remove all of its equipment, trade fixtures and personal property in the Premises and all Tenant's signs wherever located, remove any Alterations that were required to be removed at the expiration or termination of the Lease pursuant to Section 13, repair all damage caused by such removal and yield up the Premises (including all Alterations made by Tenant, except for such Alterations as Landlord shall have the right to request Tenant to remove pursuant to Section 13) broom-clean and in the same good order and repair in which Tenant is obliged to keep and maintain the Premises by the provisions of the Lease, reasonable wear and tear excepted. Any property not so removed shall be deemed abandoned and may be removed and disposed of by Landlord in such manner as Landlord shall determine and Tenant shall pay Landlord the entire cost and expense incurred by it for such removal and disposition and in making any incidental repairs and replacements to the Premises. Tenant shall also pay for the use and occupancy of the Premises during performance of its obligations under this subsection (b) in accordance with the provisions of Section 39(a) above. Tenant shall further indemnify Landlord against all loss, cost and damage resulting from Tenant's failure and delay in surrendering the Premises as above provided.

(c) Nothing contained herein shall be deemed to grant Tenant any rights of use with respect to the roof of the Building, all of which are reserved to Landlord. Tenant shall indemnify Landlord and any persons claiming by or through Landlord and hold Landlord and such persons harmless from and against any and all liabilities, damages, claims, cost and expenses (including, without limitation, reasonable attorneys' fees) incurred by Landlord or any of such persons as a direct or indirect result of Tenant's installation, operation, repair, replacement, removal or presence of any item on the roof of the Building.

40. HAZARDOUS MATERIAL

(a) Tenant hereby represents and warrants to Landlord that, as of the date of this Lease, Tenant does not intend to use any Hazardous Materials in connection with Tenant's use and occupancy of the Premises, except for small amounts of Hazardous Materials normally found in office supplies and cleaning solutions. Tenant hereby covenants and agrees that neither Tenant nor any subtenant or other occupant permitted by Tenant to occupy any portion of the Premises shall use any Hazardous Materials in the Premises.

(b) Except for small amounts of Hazardous Materials normally found in office supplies and cleaning solutions, if Tenant intends to bring into, keep, use, store, handle, treat, generate, release or dispose of any new or additional Hazardous Materials in connection with its use and occupancy of the Premises, Tenant agrees to deliver to Landlord, for Landlord's prior written approval, at least thirty (30) days prior to any Hazardous Materials being brought upon, kept, used, stored, handled, treated, generated, released, or disposed of on or from the Premises, a list ("Hazardous Materials List"):

(i) identifying each type of Hazardous Materials to be brought upon, kept, used, stored, handled, treated, generated, released, or disposed of on or from the Premises; and

(ii) setting forth any and all governmental or quasi-governmental approvals and/or permits required in connection with the presence, use, storage, handling, treatment, generation, release or disposal of such Hazardous Materials on or from the Premises.

(c) Tenant shall deliver to Landlord an updated Hazardous Materials List for Landlord's prior written approval before any new Hazardous Material is brought into, kept, used, stored, handled, treated, generated, released or disposed of from the Premises, together with true and correct copies of the following documents (the "HazMat Documents") relating to the use, storage, handling, treatment, generation, release, and disposal of such new or additional Hazardous Materials: permits; approvals, reports filed with, and correspondence with, government agencies; storage and management plans filed with government agencies; notices of violations of any legal requirements; and any other documents that Landlord may reasonably request.

(d) Landlord shall have the right to conduct environmental tests if Landlord shall reasonably believe that any contamination of the Building or the Premises has occurred, to determine whether any contamination of the Premises or the Building has occurred as a result of Tenant's use, storage, handling, treatment, generation, release, or disposal of Hazardous Materials. Tenant shall be required to pay the reasonable cost of such tests. The failure of Landlord to conduct such environmental tests in any year shall not be deemed a waiver of Landlord's right to conduct such environmental tests in any other year during the Term. Landlord's receipt of any environmental test results in no way waives any rights that Landlord may have against Tenant under this Lease, at law, or in equity.

(e) In regard to any environmental conditions identified by such testing, Tenant shall take all necessary actions, at its sole cost and expense, to return the Property, the Building, or the

Premises, as the case may be, to the condition that existed before the introduction of such Hazardous Material by immediately commencing and diligently performing to completion the remediation of any environmental conditions in accordance with all then applicable laws, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental or quasi-governmental entity, regulating or relating to health, safety, or environmental conditions on, under, or about the Building or the Premises. Tenant shall hold the Landlord and their Indemnified Parties harmless and indemnify them from and against any and all Environmental Damages which such Persons may sustain or be put to on account of: (i) the presence or release of any Hazardous Material upon, in or from the Property during the Term and during any period when the Tenant, or Tenant's Agents are occupying the Property or any part thereof as a result of the action or inaction of Tenant or Tenant's Agents; (ii) the activities or other action or inaction of Tenant or Tenant's Agents, as the case may be, in violation of Environmental Laws; and (iii) the breach of any of Tenant's obligations under this Section.

41. **REPRESENTATIONS**

Tenant represents and warrants to Landlord, and agrees, that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that the entity(ies) or individual(s) constituting Tenant, or which may own or control Tenant, or which may be owned or controlled by Tenant, or any of Tenant's affiliates, or any of their respective partners, members, shareholders or other equity owners, and their respective employees, officers, directors, representatives or agents are not and at no time will be (i) in violation of any Laws relating to terrorism or money laundering, or (ii) among the individuals or entities with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked Persons List for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any replacement website or other replacement official publication of such list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, known as Executive Order 13224), or other governmental action and Tenant will not Transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

42. **GOVERNING LAW**

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of New Hampshire, as the same may from time to time exist.

43. **BROKERAGE**

Tenant warrants and represents that Tenant has dealt with no broker except Catie Medieros of The Kane Company, Inc. (the "Broker") in connection with the consummation of this Lease,

and, in the event of any other brokerage claims against Landlord predicated upon a broker's dealings with Tenant in connection with this Lease, Tenant agrees to defend the same and indemnify Landlord against any such claim. Landlord shall pay the commission fees of the Broker in accordance with the separate written agreement between Landlord and the Broker. Landlord warrants and represents that Landlord has dealt with no broker except the Broker in connection with the consummation of this Lease, and, in the event of any other brokerage claims against Tenant predicated upon a broker's dealings with Landlord in connection with this Lease, Landlord agrees to defend the same and indemnify Tenant against any such claim.

44. WAIVER OF COUNTERCLAIMS

In the event Landlord commences any proceedings for non-payment of rent (Base Rent or Additional Rent); Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding except for compulsory counterclaims. This shall not, however, be construed as a waiver of, and Landlord hereby recognizes and agrees that Tenant is reserving all of its rights with respect to, Tenant's right to assert such claims in any separate action or actions brought by Tenant.

45. LIMITED RECOURSE

Notwithstanding any other term or provision of this Lease to the contrary, any claims made or brought against Landlord hereunder or in connection with the transactions evidenced hereby may be satisfied only by and shall be limited to the extent of Landlord's interest in the Property, and no Person shall have any claim or recourse against the general assets of Landlord in connection therewith. The obligations of Landlord under this Lease are not intended to be and shall not be personally binding on, nor shall any resort be had to the private properties of, any of its or its investment manager's trustees, directors, officers, partners, beneficiaries, members, stockholders, employees, or agents, and in no case shall Landlord be liable to Tenant hereunder for any lost profits, damage to business, or any form of special, indirect or consequential damages.

46. ENTIRE AGREEMENT

The parties acknowledge that in the course of negotiating this Lease their respective representatives have gradually reached preliminary agreement on the several terms set forth in this instrument. The parties acknowledge and agree that at all times they have intended that none of such preliminary agreements (either singly or in combination) shall be binding on either party, and that they shall be bound to each other only by a single, formal, comprehensive document containing all of the agreements of the parties, in final form, which has been executed by Landlord or a duly authorized representative of Landlord and by Tenant. The parties acknowledge that none of the prior oral and written agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this Lease shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this Lease.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and common seals as of the date set forth above.

LANDLORD:

231 CORPORATE DRIVE, LLC

By: _____

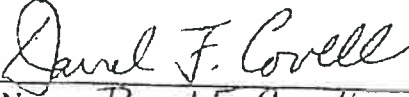

Name: Michael J. Kane

Title: Authorized Agent

TENANT:

UNIVERSITY OF NEW HAMPSHIRE

By: _____


Name: Darrel F. Covell

Title: Director of Finances, UNH Cooperative Extension

By: _____

Name: _____

Title: _____

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

By: _____


Name: Catherine Provancher

Title: Vice Chancellor for Financial Affairs
and Treasurer

EXHIBIT A

Premises Diagram

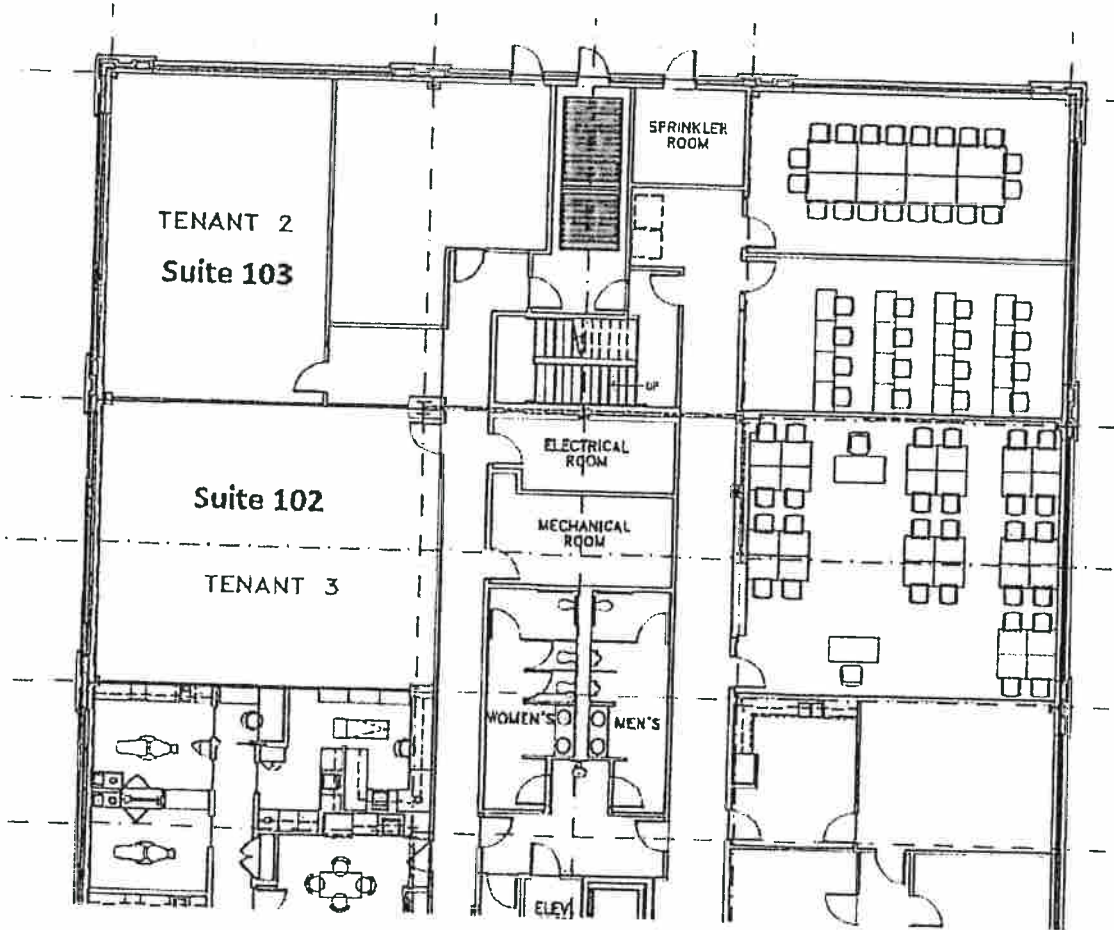


EXHIBIT B

Rules and Regulations

Any capitalized terms not defined in this Exhibit B shall have the meaning set forth in the Lease to which this Exhibit B is attached.

1. Sidewalks, doorways, vestibules, halls, stairways, and similar areas shall not be obstructed, nor shall refuse, furniture, boxes or other items be placed therein by Tenant or Tenant's officers, agents, servants, contractors and employees, or used for any purpose other than ingress and egress to and from the Premises, or for going from one part of the Building or Property to another part of the Building or Property. Tenant shall be responsible, at its sole cost, for the removal of any large boxes or crates not used in the ordinary course of business. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways.
2. Canvassing, soliciting, distributing handbills, advertising and peddling in the Building and Property are prohibited.
3. Plumbing fixtures and appliances shall be used only for the purpose for which such were constructed or installed, and no unsuitable material shall be placed therein. The cost of repair of any stoppage or damage to any such fixtures or appliances from misuse on the part of Tenant or Tenant's officers, agents, servants, contractors, employees, guests and customers shall be paid by Tenant, and Landlord shall not in any case be responsible therefor.
4. No signs, directories, posters, advertisements, or notices visible to the public shall be painted or affixed on or to any of the windows or doors, or in corridors or other parts of the Building, except in such color, size, and style, and in such places, as shall be first approved in writing by Landlord (including, without limitation, those described in Section 14 of the Lease). Landlord shall have the right to remove, at the expense of Tenant, all unapproved signs, directories, posters, advertisements or notices following reasonable prior notice to Tenant.
5. Tenant shall not do, or permit anything to be done, in or about the Building or Property, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein, or otherwise increase the possibility of fire or other casualty. No cooking (other than cooking through the use of a microwave oven), including grills or barbecues, shall be permitted within the Premises or on any patio adjoining the Premises.
6. Landlord shall have the power to prescribe the weight and position of heavy equipment or objects which may overstress any portion of the floor of the Premises. All damage done to the Building by the improper placing of such heavy items by or on behalf of Tenant shall be repaired at the sole expense of Tenant. Tenant shall notify the Building manager when safes or other heavy equipment are to be taken in or out of the Building and the moving of such equipment shall be done only after written permission is obtained from Landlord and shall be performed under such conditions as Landlord may reasonably require.
7. Corridor doors, when not in use, shall be kept closed.

8. All movement of furniture and equipment into and out of the Building shall be scheduled through the Building manager and conducted outside of Normal Business Hours, unless otherwise agreed to by Landlord. All deliveries must be made via the service entrance and service elevator, when provided, during Normal Business Hours. Any delivery after Normal Business Hours must be coordinated with the Building manager. When conditions are such that Tenant must dispose of crates, boxes, and other such items, Tenant shall dispose of such items prior to or after Normal Business Hours.
9. Tenant shall cooperate with Landlord's employees in keeping the Premises neat and clean.
10. Tenant shall not cause or permit any nuisance or improper noises in the Building, or allow any unpleasant odors to emanate from the Premises, or otherwise interfere, injure or annoy in any way other tenants, or persons having business with such tenants.
11. Tenant shall not suffer or permit strip or waste of the Premises or the Property.
12. Tenant shall not conduct any auction, fire, bankruptcy or going-out-of business sale, nor use or permit the use of any sound apparatus for reproduction or transmission of music or sound that is audible outside the Building.
13. No animals or birds shall be brought into or kept in or about the Building, except those assisting the disabled.
14. No machinery of any kind, other than ordinary office machines such as copiers, fax machines, personal computers, servers, related mainframe equipment, scanners, telecommunication equipment or supplemental HVAC equipment or back-up generator (as permitted under the Lease) shall be operated on the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall not place load upon any floor of the Premises or Building exceeding the floor load per square foot area which such floor was designated to carry and which is allowed by Law.
15. Tenant shall not use or keep in the Building any flammable or explosive fluid or substance (including Christmas trees and ornaments but excluding those fluids and substances in amounts commonly accepted as standard office products that are maintained in accordance with the manufacturers requirements), or any illuminating materials, without the prior written approval of the Building manager.
16. No bicycles, motorcycles or similar vehicles will be allowed in the Building.
17. No nails, hooks, or screws (other than those necessary for hanging artwork, diplomas, posterboards and other such items on interior walls) shall be driven into or inserted in any part of the Building (including doors), except as approved by Landlord.
18. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency. This shall include participation by Tenant and its employees in exit drills, fire inspections, life safety orientations, and other programs relating to fire and life safety that may be established by Landlord. Tenant shall install

and maintain, at Tenant's sole cost and expense, an adequate, visibly marked and properly operational fire extinguisher as required by applicable code or regulation. Landlord has the right to evacuate the Building in the event of an emergency or catastrophe.

19. Except as otherwise set forth in the Lease, Tenant hereby acknowledges that Landlord shall have no obligation to provide guard service or other security measures for the benefit of the Premises, the Building or the Property. Tenant shall be responsible for keeping doors locked and for ensuring that other means of entry to the Premises are kept closed. Tenant also acknowledges that any safety or security devices that Landlord elects, in its sole discretion, to provide may not be effective, or may malfunction or be circumvented by an unauthorized third party. Tenant shall cooperate in any reasonable security program developed by Landlord or required by law.

20. No food or beverages shall be prepared, cooked or distributed from the Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed; provided, however, Tenant shall be permitted to install refrigerators, microwave ovens, coffee machines and vending machines for the use of its own employees and guests.

21. No additional or replacement locks shall be placed upon any doors without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. All necessary keys shall be furnished by Landlord. Upon termination of the Lease, Tenant shall return all such keys to Landlord and shall provide the Landlord the combination of all locks on doors or vaults. No duplicates of keys shall be made by Tenant.

22. Tenant will not locate furnishings or cabinets adjacent to mechanical or electrical access panels or over air conditioning outlets so as to prevent Landlord's personnel or contractors from servicing such units as routine or emergency service may require. Tenant shall pay the cost of moving such furnishings for Landlord's access. Tenant shall instruct all of its employees to refrain from any attempts to adjust thermostats. The lighting and air conditioning equipment applicable to common areas of the Building shall be exclusively controlled by Landlord's personnel.

23. No portion of the Building shall be used for the purpose of lodging rooms or living quarters.

24. Tenant shall obtain Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed, for the installation of window shades, blinds, drapes or any other window treatment or object that may be visible from the exterior of the Building or affect the heating and cooling of the Building. Landlord will control all internal lighting that may be visible from the exterior of the Building and shall have the right to change, at Tenant's expense following reasonable prior notice to Tenant, any unapproved lighting installed by Tenant and inconsistent with typical office operations.

25. No supplemental heating, air ventilation or air conditioning equipment, including space heaters and fans, shall be installed or used by Tenant without the prior written consent of Landlord.

26. No smoking shall be permitted within the Premises or anywhere else within the Property, other than those smoking areas designated by the Building manager.
27. No unattended children shall be allowed within the Property.
28. Other than during Normal Business Hours, Building access shall be limited, with the result that access will require entry cards or keys and compliance with Landlord's reasonable registration procedures.
29. In no event shall Tenant bring onto the Property or permit its invitees, employees, contractors or agents to bring onto the Property firearms, weapons, explosives or any other article of intrinsically dangerous nature irrespective of whether the person has a permit to carry such firearm, weapon or be in possession of such explosive.
30. Automobiles shall be parked within marked lanes. Reserved parking, designated parking areas and parking for the handicap signs shall be respected. There will be no overnight parking. Tractor trailers must be parked in a way to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the automobile parking areas of the Property, on streets adjacent thereto or loading areas of other tenants. Tenant shall not unreasonably interfere with traffic flow within the Property, public streets or loading areas of other tenants.
31. Tenant shall not use in any space in the Building any hand trucks, except those equipped with rubber tires and rubber side guards, unless Tenant covers the floor so as to protect it from excessive wear or damage.
32. Tenant, its employees and invitees shall not loiter in or on the entrances, corridors, sidewalks, lobbies, courts, halls, stairways, elevators, vestibules or any common areas for the purpose of smoking tobacco products or for any other purpose, nor in any way that obstructs such areas, and shall use them only as a means of ingress and egress for the Premises.
33. Tenant shall comply with all rules, regulations and measures adopted by Landlord from time to time in connection with any sustainability programs undertaken or maintained by Landlord from time to time including, without limitation, requirements to adopt proven energy and carbon reduction measures and participate in waste recycling and management programs.
34. Landlord reserves the right to rescind any of these Rules and Regulations and make such other and further Rules and Regulations as in its reasonable judgment shall from time to time be necessary or advisable for the operation of the Building or the Property or for the maintenance of any third party certification of the Building or Property under any sustainability programs undertaken or maintained by Landlord, provided that such Rules and Regulations are in writing and uniformly enforced against all other tenants of the Building and that such Rules and Regulations do not interfere unreasonably with Tenant's quiet enjoyment and/or use of the Premises or increase Tenant's costs in any material amount. Such Rules and Regulations shall be binding upon Tenant upon delivery to Tenant of notice thereof in writing.
35. In the event of any inconsistency between these Rules and Regulations and the terms of this Lease, the terms of the Lease shall control

Exhibit B-1

Rules and Regulations for Alterations

A. General

1. All Alterations made by Tenant in, to or about the Premises shall be made in accordance with the requirements of this Exhibit and by contractors or mechanics approved by Landlord.

2. Tenant shall, prior to the commencement of any work, submit for Landlord's written approval, complete plans for the Alterations, with full details and specifications for all of the Alterations, in compliance with Section D below.

3. Alterations must comply with the Building Code applicable to the Property and the requirements, rules and regulations and any other governmental agencies having jurisdiction.

4. No work shall be permitted to commence before Tenant obtains and furnishes to Landlord copies of all necessary licenses and permits from all governmental authorities having jurisdiction.

5. All demolition, removals or other categories of work that may inconvenience other tenants or disturb Building operations, must be scheduled and performed before 7:00 a.m. or after 6:00 p.m. and Tenant shall provide the Building manager with at least 48 hours' notice prior to proceeding with such work. Tenant shall provide the Building manager with at least 48 hours' notice prior to any deliveries to the Building scheduled outside of Normal Business Hours.

6. All inquiries, submissions, approvals and all other matters shall be processed through Landlord's property manager.

7. All work, if performed by a contractor or subcontractor, shall be subject to reasonable supervision and inspection by Landlord's representative. Such supervision and inspection shall be at Tenant's sole expense and Tenant shall pay Landlord's reasonable charges for such supervision and inspection as Additional Rent within thirty (30) days after receiving Landlord's invoice therefor.

B. Prior to Commencement of Work

1. Tenant shall submit to the property manager a request to perform the work. The request shall include the following enclosures:

- (i) A list of Tenant's contractors and/or subcontractors for Landlord's approval.

- (ii) Four complete sets of plans and specifications properly stamped by a registered architect or professional engineer and meeting the requirements in Section D below.
- (iii) A properly executed building permit application form.
- (iv) Four executed copies of the Insurance Requirements Agreement in the form attached to this Exhibit as Attachment I and made a part hereof from Tenant's contractor and, if requested by Landlord, from the contractor's subcontractors naming Landlord's Mortgagee as an additional named insured, as well as The Kane Company and Kane Management Group, LLC, as managing agent.
- (v) Contractor's and subcontractor's insurance certificates, including an indemnity in accordance with the Insurance Requirements Agreement.

2. Landlord will return the following to Tenant:

- (i) Two sets of plans approved or a disapproved with specific comments as to the reasons therefor (such approval or comments shall not constitute a waiver of approval of governmental authorities).
- (ii) Two fully executed copies of the Insurance Requirements Agreement.

3. Landlord's approval of the plans, drawings, specifications or other submissions in respect of any Alterations shall create no liability or responsibility on the part of Landlord for their completeness, design sufficiency or compliance with requirements of any applicable laws, rules or regulations of any governmental or quasi-governmental agency, board or authority. Any plan or design approval rights reserved to or exercised by Landlord hereunder are for the sole and exclusive benefit of Landlord to ensure compatibility of such work with Building systems and Building standards, and such approval does not constitute any representation or warranty whatsoever as to the adequacy, correctness, efficiency or compliance with applicable Law of such plan or design or the work shown thereon and Landlord is expressly not reviewing Tenant's plans for such purposes.

4. Tenant shall obtain a building permit from the Building Department and necessary permits from other governmental agencies. Tenant shall be responsible for keeping current all permits. Tenant shall submit copies of all approved plans and permits to Landlord and shall post the original permit on the Premises prior to the commencement of any work.

C. Requirements and Procedures

1. All structural and floor loading requirements shall be subject to the prior approval of Landlord's structural engineer.

2. All mechanical (HVAC, plumbing and sprinkler) and electrical requirements shall be subject to the approval of Landlord's mechanical and electrical engineers and all mechanical and electrical work shall be performed by contractors who are engaged by Landlord in constructing, operating or maintaining the Building. When necessary, Landlord will require engineering and shop drawings, which drawings must be approved by Landlord before work is started. Drawings are to be prepared by Tenant and all approvals shall be obtained by Tenant.

3. Elevator service for construction work shall be charged to Tenant at standard Building rates which will include the cost of operators and supervisory staff. Prior arrangements for elevator use shall be made at least 48 hours in advance with Building manager by Tenant. No material or equipment shall be carried under or on top of elevators. If an operating engineer or master mechanic is required by any union regulations, such engineer or master mechanic shall be paid for by Tenant.

4. If shutdown of risers and mains for electrical, HVAC, sprinkler and plumbing work is required, such work shall be supervised by Landlord's representative and shall be performed only at times approved by Landlord. No work will be performed in Building mechanical equipment rooms without Landlord's approval and under Landlord's supervision.

5. Tenant's contractor shall:

- (i) have a superintendent or foreman on the Premises at all times;
- (ii) police the job at all times, continually keeping the Premises orderly;
- (iii) maintain cleanliness and protection of all areas, including floors, walls, elevators and lobbies;
- (iv) protect the front and top of all peripheral HVAC units and thoroughly clean them at the completion of work;
- (v) block off supply and return grills, diffusers and ducts to keep dust from entering into the Building air conditioning system; and
- (vi) avoid disturbance of other tenants.

6. If Tenant's contractor is negligent in any of its responsibilities, Tenant shall be charged for corrective work.

7. All equipment and installations must be equal to the standards generally in effect with respect to the remainder of the Building. Any deviation from such standards will be permitted only if indicated or specified on the plans and specifications and approved by Landlord.

8. A properly executed air balancing report signed by a professional engineer shall be submitted to Landlord upon the completion of all HVAC work.

9. Upon completion of the Alterations, Tenant shall submit to Landlord a permanent certificate of occupancy and final approval by the other governmental agencies having jurisdiction.

10. Tenant shall submit to Landlord a final "as-built" set of drawings in Auto-CAD format and one set of blueprints showing all items of the Alterations in full detail.

11. Additional and differing provisions in the Lease, if any, will be applicable and will take precedence.

D. Standards for Plans and Specifications

Whenever Tenant shall be required by the terms of the Lease (including this Exhibit) to submit plans to Landlord in connection with any Alterations, such plans shall include at least the following:

1. Floor plan indicating location of partitions and doors (details required of partition and door types).
2. Location of standard electrical convenience outlets and telephone outlets.
3. Location and details of special electrical outlets; e.g., photocopiers, etc.
4. Reflected ceiling plan showing layout of standard ceiling and lighting fixtures. Partitions to be shown lightly with switches located indicating fixtures to be controlled.
5. Locations and details of special ceiling conditions, lighting fixtures, speakers, etc.
6. Location and specifications of floor covering, paint or paneling with paint colors referenced to standard color system.
7. Finish schedule plan indicating wall covering, paint, or paneling with paint colors referenced to standard color system.
8. Details and specifications of special millwork, glass partitions, rolling doors and grilles, blackboards, shelves, etc.
9. Hardware schedule indicating door number keyed to plan, size, hardware required including butts, latch sets or locksets, closures, stops, and any special items such as thresholds, soundproofing, etc. Keying schedule is required.
10. Verified dimensions of all built-in equipment (file cabinets, lockers, plan files, etc.)
11. Location and weights of storage files.
12. Location of any special soundproofing requirements.

13. Location and details of special floor areas exceeding 50 pounds of live load per square foot.

14. All structural, mechanical, plumbing and electrical drawings, to be prepared by the base building consulting engineers, necessary to complete the Premises in accordance with Tenant's Plans.

15. All drawings to be uniform size (30" x 46") and shall incorporate the standard project electrical and plumbing symbols and be at a scale of 1/8" = 1' or larger.

16. All drawings shall be submitted in hard-copy paper form (together with a PDF scanned copy of all paper drawings) and on disk in Auto-CAD Version 2000.

17. All drawings shall be stamped by an architect (or, where applicable, an engineer) licensed in the jurisdiction in which the Property is located and without limiting the foregoing, shall be sufficient in all respects for submission to applicable authorization in connection with a building permit application.

E. After Completion of Work

1. Tenant shall cause its contractor, in preparation for substantial completion of any work, to perform final cleaning operations of the work area, including cleaning the work area of all debris, rubbish and graffiti resulting from the work and any debris caused by the use of other parts of the Building or Property.

2. Tenant is responsible for obtaining a temporary (if applicable) and final Certificate of Occupancy as required for Tenant's occupancy.

3. Upon substantial completion of the Work, the following items must be completed by Tenant or Tenant's contractor and delivered to Landlord as part of the close-out process:

- (i) copies of all inspection sign off sheets;
- (ii) all required warranties;
- (iii) copies of construction as built drawings; and
- (iv) list of all sub-contractors and contract amounts.
- (v) unconditional lien waivers from Tenant's contractor and all subcontractors

Attachment I to Exhibit B-1

Contractor's Insurance Requirements

Building:

Landlord:

Tenant:

Premises:

The undersigned contractor or subcontractor ("Contractor") has been hired by the tenant named above (hereinafter called "Tenant") of the Building named above (or by Tenant's contractor) to perform certain work ("Work") for Tenant in the Premises identified above. Contractor and Tenant have requested the landlord named above ("Landlord") to grant Contractor access to the Building and its facilities in connection with the performance of the Work, and Landlord agrees to grant such access to Contractor upon and subject to the following terms and conditions:

1. Contractor agrees to indemnify and save harmless Landlord and its respective officers, employees and agents and their affiliates, subsidiaries and partners, and each of them, from and with respect to any claims, demands, suits, liabilities, losses and expenses, including reasonable attorneys' fees, arising out of or in connection with the Work (and/or imposed by law upon any or all of them) because of personal injuries, bodily injury (including death at any time resulting therefrom) and loss of or damage to property, including consequential damages, whether such injuries to person or property are claimed to be due to negligence of the Contractor, Tenant, Landlord or any other party entitled to be indemnified as aforesaid except to the extent specifically prohibited by law (and any such prohibition shall not void this Agreement but shall be applied only to the minimum extent required by law).

2. Contractor shall provide and maintain at its own expense, until completion of the Work, the following insurance:

(a) "Builder's All Risk" insurance in an amount at least equal to 100% of the replacement value of such Alterations.

(b) Workmen's Compensation and Employers Liability Insurance covering each and every workman employed in, about or upon the Work, as provided for in and in the amounts required by each and every statute applicable to Workmen's Compensation and Employers' Liability Insurance.

(c) Commercial General Liability Insurance including coverages for Protective and Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement) for not less than the following limits:

Personal Injury: \$5,000,000 per person

\$10,000,000 per occurrence

Property Damage: \$3,000,000 per occurrence
\$3,000,000 general aggregate

(d) Commercial Automobile Liability Insurance (covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Work) for not less than the following limits:

Bodily Injury: \$3,000,000 per person
\$5,000,000 per occurrence

Property Damage: \$1,000,000 per occurrence
\$3,000,000 general aggregate

Contractor shall furnish a certificate from its insurance carrier or carriers to the Building office before commencing the Work, showing that it has complied with the above requirements regarding insurance and providing that the insurer will give Landlord ten (10) days' prior written notice of the cancellation of any of the foregoing policies.

3. Contractor shall require all of its subcontractors engaged in the Work to provide the following insurance:

(a) Workmen's Compensation and Employers Liability Insurance covering each and every workman employed in, about or upon the Work, as provided for in and in the amounts required by each and every statute applicable to Workmen's Compensation and Employers' Liability Insurance.

(b) Commercial General Liability Insurance including Protective and Contractual Liability coverages with limits of liability at least equal to the limits stated in paragraph 2(c).

(c) Commercial Automobile Liability Insurance (covering all owned, non-owned and/or hired motor vehicles to be used in connection with the Work) with limits of liability at least equal to the limits stated in paragraph 2(d).

Upon the request of Landlord, Contractor shall require all of its subcontractors engaged in the Work to execute an Insurance Requirements agreement in the same form as this Agreement.

Agreed to and executed this ____ day of _____, 201__.

Contractor:

By: _____

By: _____

By: _____

Exhibit C

Work Letter

This Work Letter describes and specifies the Work to be performed by Landlord under the Lease to which this Exhibit C is attached:

- Landlord shall replace heavily worn or stained carpet tiles. In the event the manufacturer no longer produces the existing carpet tiles, the Tenant and Landlord will agree upon a carpet tile to be used, which will be of similar quality to the existing tile.
- Landlord shall clean all carpet.
- Landlord shall repair and paint 1 coat on all walls with color to match existing paint color.
- Landlord shall install 2 duplex wall outlets in the Premises. Location to be determined by the Tenant.



MEMORANDUM

To: Pease Development Authority Board of Directors
From: David R. Mullen, Executive Director *DRM*
Date: September 11, 2019
Re: Sublease between One New Hampshire Avenue, LLC and PrimeLending

In accordance with the "Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements" adopted by the Board on August 8, 1996, I am pleased to report that PDA has approved a sublease between One New Hampshire Avenue, LLC ("ONH") and PrimeLending ("PrimeLending") consisting of approximately 1,968 square feet at 1 New Hampshire Avenue. The PrimeLending Sublease is for a base term of three (3) years commencing upon completion of improvements anticipated to be October 1, 2019. PrimeLending will use the subleased premises for general office and related use.

The Delegation to Executive Director: Consent, Approval of Sub-subleases provides that:

"A Sub-sublease Agreement subject to this delegation of authority shall not be consented to, approved or executed unless all of the following conditions are met:

1. The use of the Subleased Premises associated with the sublease is permitted under the original sublease;
2. The sublease is consistent with the terms and conditions of the original Sublease;
3. The original Sublessee remains primarily liable to Sublessor to pay rent and to perform all other obligations to be performed by Sublessee under the original Sublease; and
4. The proposed Sublessee is financially and operationally responsible."

Conditions one through three have been met. As to condition four, PDA relies on ONH's continued primary liability for payment of rent and other obligations pursuant to the PDA/ONH Sublease.

The Delegation to Executive Director: Consent, Approval of Sub-sublease Agreements also requires the consent of one member of the PDA Board of Directors. In this instance, Director Lamson was consulted and granted her consent.

NOTICE OF CONSENT

This NOTICE OF CONSENT ("Notice") is given by the PEASE DEVELOPMENT AUTHORITY ("Lessor") to ONE NEW HAMPSHIRE AVENUE, LLC ("Lessee"). Lessor and Lessee may be referred to jointly as the "Parties."

RECITALS

A. The Parties entered into a Lease for 1 New Hampshire Avenue at Pease International Tradeport on June 22, 2001 (the "Lease").

B. Section 19.3 of the Lease states that Lessor shall not unreasonably withhold its consent to sublease if:

1. the use of the Subleased Premises associated with the sublease is permitted under the original Lease;
2. the sublease is consistent with the terms and conditions of the original Lease;
3. Lessee remains primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease; and
4. the proposed Sublessee is financially and operationally responsible.

C. Lessee has requested authorization to sublease approximately **1,968** square feet within the Leased Premises at One New Hampshire Avenue to **PrimeLending** ("Prime Lending"), a Texas corporation.

D. The proposed sublease to **PrimeLending** is for general office use and related uses.

TERMS AND CONDITIONS

1. Lessor hereby authorizes Lessee to execute the sublease, attached hereto as Exhibit A, with **PrimeLending** for approximately **1,968** square feet within the Leased Premises.

2. Upon execution of the sublease with **PrimeLending**, Lessee shall provide Lessor with a copy of the executed sublease, copies of all required insurance certificates and a certificate of good standing from the State of New Hampshire for **PrimeLending**.

3. Lessee hereby agrees that occupancy shall be subject to the issuance of a Certificate of Occupancy as may be required in accordance with PDA Zoning Regulations, Section 315.03(a).

4. Lessee hereby agrees and affirms that it shall remain primarily liable to Lessor to pay rent and to perform all other obligations to be performed by Lessee under the original Lease.

This Notice of Consent is executed, effective this 5 day of September, 2019 by the Pease Development Authority.

PEASE DEVELOPMENT AUTHORITY

By: 
Its: Executive Director

AGREED AND ACCEPTED

ONE NEW HAMPSHIRE AVENUE, LLC

8-28-19
Date

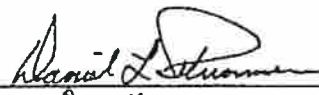
By: 
Its: E-Manager

EXHIBIT A

SUBLEASE

SUBLEASE

BETWEEN

ONE NEW HAMPSHIRE AVENUE, L.L.C.

AS
"SUBLESSOR"

AND

PRIMELENDING, A PLAINSCAPITAL COMPANY, INC.

AS
"SUBLESSEE"

ONE NEW HAMPSHIRE AVENUE

SUITE # 205

PORTSMOUTH, NEW HAMPSHIRE 03801

DATED AS OF ^{AUG-}JULY 4, 2019

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|---|-------------|
| SUBLEASE | | 4 |
| RECITALS | | 5 |
| ARTICLE 1. | PREMISES | 7 |
| ARTICLE 2. | CONDITION OF SUBLEASED PREMISES | 8 |
| ARTICLE 3. | TERM | 9 |
| ARTICLE 4. | BASIC RENT | 10 |
| ARTICLE 5. | IMPOSITIONS | 13 |
| ARTICLE 6. | SURRENDER OF SUBLEASED PREMISES | 14 |
| ARTICLE 7. | INSURANCE..... | 15 |
| ARTICLE 8. | USE OF SUBLEASED PREMISES..... | 18 |
| ARTICLE 9. | LIENS | 20 |
| ARTICLE 10. | ALTERATIONS - SIGNS | 21 |
| ARTICLE 11. | RIGHT OF SUBLESSOR TO INSPECT AND REPAIR | 23 |
| ARTICLE 12. | GENERAL INDEMNIFICATION BY SUBLESSEE | 24 |
| ARTICLE 13. | UTILITIES..... | 25 |
| ARTICLE 14. | INSTALLATION AND ALTERATIONS BY SUBLESSEE, REPAIRS AND SERVICES TO BE FURNISHED BY SUBLESSOR..... | 26 |
| ARTICLE 15. | ACCESS TO PREMISES | 30 |
| ARTICLE 16 | DAMAGE OR DESTRUCTION | 31 |
| ARTICLE 17. | EMINENT DOMAIN | 32 |
| ARTICLE 18. | DEFAULTS | 32 |
| ARTICLE 19. | SUBORDINATION TO MORTGAGES | 34 |
| ARTICLE 20. | CERTIFICATE | 34 |
| ARTICLE 21. | DELEGATION - ASSIGNMENT- SUBLEASES-MORTGAGE | 35 |
| ARTICLE 22. | ENVIRONMENTAL PROTECTION | 36 |
| ARTICLE 23. | HOLDING OVER | 40 |
| ARTICLE 24. | WAIVERS | 40 |
| ARTICLE 25. | QUIET ENJOYMENT | 42 |
| ARTICLE 26. | FAILURE OF PERFORMANCE..... | 42 |
| ARTICLE 27. | INTERPRETATION..... | 42 |
| ARTICLE 28. | NOTICES..... | 43 |
| ARTICLE 29. | DISPUTES AND LITIGATION..... | 43 |
| ARTICLE 30. | MISCELLANEOUS..... | 45 |

EXHIBITS TO SUBLEASE

Exhibit

- 1 - PRIMARY SUBLEASE
- 2 - INTENTIONALLY OMITTED
- 3 - QUITCLAIM DEED OF THE UNITED STATES OF AMERICA
ACTING BY AND THROUGH THE AIR FORCE.
- 4 - FEDERAL FACILITIES AGREEMENT
- 5 - PLANS DESIGNATING THE
SUBLEASED PREMISES
- 6 - ALTERATIONS
- 7 - LIST OF ENVIRONMENTAL LAWS AND REGULATIONS
- 8 - CERTIFICATE OF GOOD STANDING
- 9 - FAA REQUIREMENTS
- 10 - SUBORDINATION AND NON-DISTURBANCE AGREEMENT
- 11 - RULES AND REGULATIONS
- 12 - OPERATING EXPENSES
- 13 - CLEANING SPECIFICATIONS

SUBLEASE

THIS SUBLEASE ("Sublease") is made by and between ONE NEW HAMPSHIRE AVENUE, L.L.C., ("Sublessor") and PRIMELENDING, a PLAINSCAPITAL COMPANY, a TEXAS CORPORATION, ("Sublessee"). (Sublessor and Sublessee may be referred to jointly as the "Parties.")

SUMMARY OF BASIC LEASE PROVISIONS AND RECITALS

SUMMARY

BASIC DATA.

Sublessor: One New Hampshire Avenue, L.L.C.
c/o CP Management, Inc.
11 Court Street, Suite 100
Exeter, New Hampshire 03833

Sublessee: PrimeLending, a PlainsCapital Company, Inc.
PrimeLending, a PlainsCapital Company
Attn: Real Estate Department
18111 Preston Road, Suite 900
Dallas, Texas 75252

Copy to:
PrimeLending, a PlainsCapital Company
Attn: Legal Department
18111 Preston Road, Suite 900
Dallas, Texas 75252

SRS-Cresa Lease Administration
c/o PrimeLending, a PlainsCapital Company
Attn: Real Estate Administrator
15660 North Dallas Parkway, Suite 1200
Dallas, Texas 75248

Guarantor: None



Premises Rentable Area: Approximately 1.968 rentable square feet.

Permitted Uses: Office and related uses.

Prorata Share : Prorata share 1.80 % of 107,746 Building square feet.

Initial Term: Three (3) years commencing upon completion of improvements, anticipated to be October 1, 2019. and expiring three (3) full years thereafter.

Security Deposit: 

Manager: CP Management, Inc.

Business Days: All days except Saturday, Sunday, Federal and State Holidays.

Default: See Article 18.

Initial Public Liability Insurance: \$2,000,000 minimum Commercial General Liability coverage - \$1,000,000 in Automobile coverage and Worker's Compensation coverage at statutory minimum levels.

Sublessee's Removable Property: As defined in Section 6.1.

Parking: Five spaces per 1,000 rentable square feet located on the surface lot at no additional charge. Garage parking spaces are "as available" at current level cost \$35 per space per month subject to adjustment. Visitor and handicapped parking spaces are so marked.

RECITALS

A. One New Hampshire Avenue, L.L.C. entered into a Sublease dated June 22, 2001, with the Pease Development Authority ("PDA"), an agency of the State of New Hampshire established pursuant to RSA ch 12-G for premises located at the Pease International Tradeport in Newington, New Hampshire described as follows: The premises shown on a Plan entitled "Subdivision Plan for Land Leased by the Pease Development Authority to be subleased to Two International Group located at One New Hampshire Avenue at Pease International Tradeport, Newington, New Hampshire" recorded in the Rockingham Count Registry of Deeds as Plan #D29197, a copy of which Sublease is attached hereto as Exhibit 1 (the "Primary Sublease"). The Primary Sublease is subject and subordinate to all agreements made between PDA and the United States of America or the United States Air Force including, but not limited to, the Federal Facilities Agreement ("FFA"), and the Quitclaim Deed (the "Deed") dated October 13, 2005 granted by the United States of America (the "Government") acting by and through the United States Air force ("air force") to PDA, all as hereinafter defined.

B. PDA has acquired fee title to a portion of the former Pease Air Force Base by Deed recorded at the Rockingham County Registry of Deeds at Book 4564, Page 0985. The Parties acknowledge that the Deed imposes certain requirements on PDA, the Sublessor and Sublessee which are addressed in the terms and conditions of the Deed. By the acceptance of this Sublease the Sublessee hereby acknowledges that it must abide by and conform to those terms, conditions and restrictions set forth in the Deed as the same may be applicable to this Sublease and Sublessee's tenancy.

C. The Parties acknowledge that a Federal Facilities Agreement ("FFA") required under Section 120 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.* has been entered into by the Air Force, the New Hampshire Department of Environmental Services ("NHDES") and the United States Environmental Protection Agency ("EPA") regarding certain contamination at Pease and that this FFA also imposes certain conditions upon Sublessor and Sublessee which are addressed in the terms and conditions of the FFA and Deed. The term FFA shall include any amendments to said document. A copy of the FFA is attached as Exhibit 4 of this Sublease.

D. Sublessor is One New Hampshire Avenue, L.L.C. and is duly organized and existing under the laws of the State of Delaware with a principal place of business at One New Hampshire Avenue, Pease International Tradeport, Portsmouth, New Hampshire, and is qualified to do business in the State of New Hampshire.

E. Sublessee is PrimeLending, A PlainsCapital Company. Inc. and is duly organized and existing under the laws of the State of Texas with a principal place of business at 18111 Preston Road, Suite 900, Dallas, Texas 75252, and is qualified to do business in the State of New Hampshire.

F. Manager: C.P. Management, Inc., 11 Court Street, Suite 100, Exeter, New Hampshire 03833.

NOW, THEREFORE, in consideration of the covenants herein contained and other valuable consideration, the receipt of which is hereby acknowledged, Sublessor and Sublessee hereby agree as follows:

ARTICLE 1.

PREMISES

1.1. Description of Subleased Premises

Sublessor, for and in consideration of the rents and covenants herein specified to be paid and performed by Sublessee, hereby leases to Sublessee, and Sublessee hereby

hires from Sublessor, the premises described generally below and more particularly on the plans attached as Exhibit 5 (the "Subleased Premises" or the "Premises"): consisting of approximately 1,968 square feet located at One New Hampshire Avenue, Newington, New Hampshire.

Excluded from the Subleased Premises are property or other rights obtained by a utility supplier from PDA pursuant to a sublease or other agreement in connection with the provision of utility lines and or utility services at the Airport.

Appurtenant Rights and Reservations. (a) Sublessee shall have, as appurtenant to the Premises, the non-exclusive right to use, and permit its invitees to use in common with others, public or common lobbies, hallways, and common walkways necessary for access to the Building, and if the portion of the Premises on any floor includes less than the entire floor, the common toilets, corridors and elevator lobby of such floor; but Sublessee shall have no other appurtenant rights and all such rights shall always be subject to reasonable rules and regulations from time to time established by Sublessor pursuant to Section 14.7 and to the right of Sublessor to designate and change from time to time areas and facilities so to be used.

(b) Excepted and excluded from the Premises are the ceiling, floor, perimeter walls and exterior windows, except the inner surfaces thereof, but the entry doors (and related glass and finish work) to the Premises are a part thereof; and Sublessee agrees that Sublessor shall have the right to place in the Premises (but in such manner as to reduce to a minimum interference with Sublessee's use of the Premises) interior storm windows, subcontrol devices (by way of illustration, an electric sub panel, etc.), utility lines, pipes, equipment and the like, in, over and upon the Premises. Sublessee shall install and maintain, as Sublessor may require, proper access panels in any hung ceilings or walls as may be installed by Sublessee in the Premises to afford access to any facilities above the ceiling or within or behind the walls.

1.2. Easements - Rights-of-Way

This Sublease is subject to existing easements and rights-of-way of record, the Utility Sublease and License Agreement dated July 31, 1992 by and between PDA and Public Service Company of New Hampshire ("PSNH"), the utility Sublease and License Agreement dated May 10, 1995 by PDA and New England Telephone and Telegraph Company ("NETEL") (iii) the Wastewater Disposal and Water Service Facilities Sublease and License Agreement dated as of January 1, 1993 and amended July 1, 1998 by and between PDA and the City of Portsmouth ("COP") and (iv) the Pipeline Easement and Transfer Agreement dated August 12, 1998 by and between PDA, Portland Natural Gas Transmission System and Maritime & Northeast Pipeline, L.L.C. and such other agreements as PDA shall reasonably require for the provision of utilities and the operation, maintenance and repair of the Airport.

The Government reserves for the use and benefit of the public, an avigation easement and a right of way for the free and unobstructed passage of aircraft in the airspace above the surface of the Airport, together with the right to cause in such airspace such sound, vibrations, fumes, dust, fuel particles, and all other effects as may be caused by the operation of aircraft, now known or hereafter used, for the navigation through or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the Airport.

1.3. Access

Sublessee shall have in common with other Airport tenants and authorized Airport users the right to use the entrances, exits and roadways designated by PDA for common use at the Airport, subordinate, however, to PDA's rights to manage the common areas and roadways, which rights of PDA shall include, without limitation, the right to impose reasonable rules and regulations, and to add, delete, alter, or otherwise modify the designation and use of all parking areas, entrances, exits, roadways and other areas of the Airport.

The rights of Sublessee under this Section 1.3 shall be subordinate to PDA's rights to manage the common areas and roadways which rights shall include, without limitation, the right to impose reasonable rules and regulations relating to use of the common Areas and roadways and the right to add, delete, alter or otherwise modify the designation and use of all parking areas, entrances, exits, roadways and other areas of the Airport, provided, however, that during the term of this Sublease, Sublessee shall have reasonable access the Premises.

The Government reserves a no cost right of access for purposes of environmental investigation, response or other corrective action, as required by CERCLA Section 120(h)(3)(A)(iii), the FFA, and as otherwise set forth in Article 22 of this Sublease.

ARTICLE 2.

CONDITION OF SUBLEASED PREMISES

2.1. The Premises will be delivered to Sublessee with improvements pending a mutually agreeable design plan using building standard materials and finishes. At the time of this agreement, the improvements and scope of Sublessors Work are as shown in Exhibit 6, with actual space plans to be finalized prior to commencement of work. The Sublessor warrants that all permits and approvals necessary to the construction of the building will be obtained and that a certificate of occupancy shall be obtained prior to the Sublessee occupancy of the subleased premises, and the Term Commencement Date, as defined below, shall not occur prior to the certificate of occupancy being obtained. Notwithstanding anything contained herein, if Sublessor has not completed the improvements described in Exhibit 6 within 60 days of full Sublease execution and Sublessee and Sublessor signed approval and agreement of all finishes and plans Sublessee shall have the right to terminate this Lease.

2.2. Sublessee hereby acknowledges and agrees to accept the Premises on the Commencement Date in its then "as is" condition without representation or warranty of Sublessor of any kind, either express or implied. Sublessor hereby extends to the Sublessee the benefit of any warranties given by any contractor or subcontractor of the Sublessor, as shall pertain to the subleased premises.

2.3. Sublessee acknowledges to the extent it performs any Alterations (as defined in Section 10.1) or other improvements at the Subleased Premises, it will be responsible for assuring that such Alterations or other improvements comply with Article 10 and PDA Land Use Controls, as hereinafter defined, and for obtaining any required building permits or certificates of occupancy with respect to such Alterations or other improvements.

ARTICLE 3.

TERM

3.1. This Sublease shall be for a base term of Three (3) year(s) ("Base Term") which term is anticipated to commence on October 1, 2019, ("Term Commencement Date") and expiring at midnight on September 30, 2022, unless terminated earlier or extended in accordance with the provisions of this Sublease. Sublessee may access Premises prior to Term Commencement Date to allow for furniture and data communications installation. The Term Commencement Date shall be memorialized by the parties in a term commencement letter.

3.2. Unless the context clearly indicates otherwise when used in this Sublease the phrase "term of this Sublease" shall mean the Base Term plus any duly exercised allowable extensions thereof.


3.3. In the event the Primary Sublease is terminated for any reason whatsoever, this Sublease will automatically terminate on that same date.

ARTICLE 4.

BASIC RENT



4.2 Security Deposit

Upon the execution of this lease, the Sublessee shall pay the sum of  as a security deposit for the performance by the Sublessee of its obligations hereunder. If

Sublessee defaults with respect to any provision of this Sublease, including but not limited to the provisions relating to the payment of Rent, Sublessor may use, apply, or retain all or any part of this security deposit for the payment of any rent or other sum in default, or for the payment of any other amount that Sublessor may spend or become obligated to spend by reason of Sublessee's default, or to compensate Sublessor for any other loss or damage that Sublessor may suffer by reason of Sublessee's default. If any portion of said deposit is so used or applied, Sublessee shall within ten (10) days after written demand therefor deposit cash with Sublessor in an amount sufficient to restore the security deposit to its original amount and Sublessee's failure to do so shall be a material breach of this Sublease. Sublessor shall not be required to keep this security deposit separate from Sublessor's general funds, and Sublessee shall not be entitled to interest on such deposit. If Sublessee shall fully and faithfully perform every provision of this Sublease to be performed by it, the security deposit or any balance thereof shall be returned to Sublessee (or at Sublessor's option, to the last assignee of Sublessee's interest hereunder) at the expiration of the Sublease term.

4.3. Basic Rent due under Section 4.1 shall commence upon the Term Commencement Date. The annual Basic Rent shall be payable in each case in equal monthly installments of one twelfth thereof in advance on the first day of each month without offset in lawful money of the United States at the office of Sublessor at the Airport or at such other address as Sublessor may hereafter designate. In addition, Sublessee agrees to pay when due, such other amounts that may be required to be paid as additional rent. Sublessee's rent obligation for any fractional portion of a calendar month at the beginning or end of the term of this Sublease shall be a similar fraction of the rental due for an entire month.

4.4. As of each Adjustment Date (as hereinafter defined), the Basic Rent shall be adjusted as provided in Section 4.4 to reflect changes in the Consumer Price Index for All Urban Consumers applicable to the Boston area (all items 1982 - 1984 100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index").

On the first day following the expiration of the first year of the term of this Sublease and on the first day of each subsequent year (individually an "Adjustment Date" and collectively the "Adjustment Dates"), Basic Rent shall be subject to adjustment for the remainder of the term of this Sublease as follows:

(1) For the first annual adjustment (commencing on the first day following the expiration of the first year of the term of this Sublease), the basis for computing such adjustment shall be the Index most recently published prior to the beginning of the first year of the term ("Beginning Index"). If the Index most recently published prior to the first Adjustment Date ("Extension Index") has increased over the Beginning Index, the Basic Rent for the one-year period commencing as of such first Adjustment Date shall be the result obtained by multiplying the annual Basic Rent in effect on the day of the Adjustment Date (i.e. the annual rental for year one by a fraction, the numerator of which is the Extension

Index and the denominator of which is the Beginning Index.)

(2) For all subsequent annual adjustments, the rent shall be adjusted in the same manner as that for the first annual adjustment provided; however, that the rental base shall be the rental in effect just prior to the then applicable Adjustment Date, the Extension Index for the preceding period shall be the Beginning Index and the Extension Index shall be the index most recently published prior to the then applicable Adjustment Date. On each Adjustment Date, the Parties shall execute an acknowledgment reflecting the new rent. Failure to execute such an acknowledgment shall not affect either the validity of this Sublease or the effective date of any adjustment to the rent hereunder.

(3) If for any Adjustment Date the Index most recently published following the Adjustment Date has not increased over, or has decreased from, the Beginning Index for that period, no escalation in rent shall be required on that Adjustment Date, and the rent shall remain at its then current rate until the next Adjustment Date.

(4) It is agreed that any annual adjustment shall not increase Base Rent more than three (3%) percent for any lease year.

If the Index is changed in any manner, including without limitation, a change in the base year, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Sublease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. If the Parties shall be unable to agree upon a successor index, the Parties shall refer the choice of a successor index to arbitration in accordance with the rules of the American Arbitration Association.

4.5. OPERATING EXPENSES

4.5 ADDITIONAL RENT. Sublessee agrees to pay to Sublessor as Additional Rent the Operating Expenses, Utility Expenses and Taxes as defined in this Section 4.5.

4.5.1 Definitions. For the purpose of this Article, the following terms shall have the following respective meanings:

- (i) Operating Year: Each calendar year in which any part of the Term of this Sublease shall fall.
- (ii) Operating Expenses: The aggregate costs or expenses reasonably incurred by Sublessor with respect to the operation, administration, insuring,

cleaning, repair, maintenance and management of the Property (but specifically excluding Utility Expenses) all as set forth in Exhibit 12 annexed hereto, provided that, if during any portion of the Operating Year for which Operating Expenses are to be computed, less than all of the Premises Rentable Area was occupied by Sublessee or if Sublessor is not supplying all sublessees with the services being supplied hereunder, actual Operating Expenses incurred shall be reasonably extrapolated by Sublessor on an item by item basis to the estimated Operating Expenses that would have been incurred if the Premises were fully occupied for such Year and such services were being supplied to all sublessees, and such extrapolated amount shall, for the purposes hereof, be deemed to be the Operating Expenses for such Year.

- (iii) Utility Expenses: The aggregate costs or expenses reasonably incurred by Sublessor with respect to supplying electricity (other than electricity supplied to those portions of the Premises leased to sublessees), oil, steam, gas, water and sewer and other utilities supplied to the Property and not paid or directly by sublessees, provided that, if during any portion of the Operating Year for which Utility Expenses are to be computed, less than all Building Rentable Area was occupied by sublessees or if Sublessor is not supplying all sublessees with the utilities being supplied hereunder, actual utility expenses incurred shall be reasonably extrapolated by Sublessor on an item by item basis to the estimated Utility Expenses that would have been incurred if the Premises were fully occupied for such Year and such utilities were being supplied to all sublessees, and such extrapolated amount shall, for the purposes hereof, be deemed to be the Utility Expenses for such Year.
- (iv) Taxes: "Taxes" shall mean all real estate taxes, special assessments and betterment assessments assessed with respect to the Premises for any Tax Year.
- (v) Land Rent: The rent charged to and paid by Sublessor to the PDA, or any successor authority, under the Primary Sublease assessed with respect to the Premises for any Operating Year.

4.5.2 Sublessee's Payments. Sublessee shall pay as Additional Rent to Sublessor in accordance with the schedule set forth in Section 4.5.3 during the Initial Term hereof and on the same schedule applicable to Base Rent under Section 4.3, an amount equal to the total per square foot amount of Sublessor's Operating Expenses, Utility Expenses, Land Rent and Taxes for each Operating Year multiplied by the Sublessee's rentable square feet.

4.5.3 Estimated Expenses.

- (a) Estimated Expense Payments. Sublessor shall present prior to the beginning of each calendar year during the term of this Sublease, a reasonable estimation of the Operating Expenses, Utility Expenses, Land Rent and Taxes allocable to the Subleased Premises; Sublessee shall pay in each ensuing calendar month one-twelfth (1/12) of the amount of such Sublessor's estimated expenses allocable to the Subleased Premises. A final reconciliation shall be made by Sublessor at the end of each calendar year by applying the amount of such interim payments to the amounts otherwise due upon presentation of the annual statement rendered to Sublessee.
- (b) Records. Sublessor agrees to keep in its principal office true and accurate records of such Operating Expenses. Sublessee shall have the right for a period of six months following receipt of any statement rendered under Section 4.5.3 (a) to examine the records on which such statement is based. In the event of any dispute with respect to any amount due under either Section 4.5, either party may refer to the dispute to arbitration pursuant to Article 29 hereof.

ARTICLE 5

IMPOSITIONS

5.1. During the term of this Sublease, Sublessor shall pay when due, all taxes, charges, excises, license and permit fees, assessments, and other governmental charges, general and special, ordinary and extraordinary, unforeseen, as well as foreseen, of any kind and nature whatsoever, which during the term of this Sublease are assessed or imposed upon or become due and payable or a lien upon the land and buildings of which the Subleased Premises are a part.

REAL ESTATE TAXES

5.2. Payments on Account of Real Estate Taxes. In the event that real estate taxes shall be assessed against the property of the Sublessor, the following provisions shall apply: (a) For the purposes of this Article, the term "Tax Year" shall mean the twelve-month period commencing on the April 1st immediately preceding the Commencement Date and each twelve-month period thereafter commencing during the Term of this Sublease; and the term "Taxes" shall mean all real estate taxes, special assessments and betterment assessments assessed with respect to the Property for any Tax Year.

(b) In the event that during any Tax Year, Taxes shall be greater than Base Taxes, Sublessee shall pay to Sublessor, as an Escalation Charge, an amount equal to (i) the excess of Taxes over Base Taxes for each Tax Year (or partial Tax Year) falling within the Term of this Sublease, multiplied by (ii) the Escalation Factor, such amount to be apportioned for any

fraction of a Tax Year in which the Commencement Date falls or the Term of this Sublease ends.

(c) Estimated payments by Sublessee on account of Taxes shall be made monthly and at the time and in the fashion herein provided for the payment of Basic Rent. The monthly amount to be paid to Sublessor shall be sufficient to provide Sublessor by the time real estate tax payments are due a sum equal to Sublessee's required payments, as estimated by Sublessor from time to time, on account of Taxes for the then current Tax Year. Promptly after receipt by Sublessor of bills for such Taxes, Sublessor shall advise Sublessee of the amount thereof and the computation of Sublessee's payment on account thereof. If estimated payments theretofore made by Sublessee for the Tax Year covered by such bills exceed the required payments on account thereof for such Year, Sublessor shall credit the amount of overpayment against subsequent obligations of Sublessee on account of Taxes (or refund such overpayment if the Term of this Sublease has ended and Sublessee has no further obligation to Sublessor); but if the required payments on account thereof for such Year are greater than estimated payments theretofore made on account thereof for such Year, Sublessee shall make payment to Sublessor within 30 days after being so advised by Sublessor. Sublessor shall have the same rights and remedies for the non-payment by Sublessee of any payments due on account of Taxes as Sublessor has hereunder for the failure of Sublessee to pay Basic Rent.

Abatement. If Sublessor shall receive any tax refund or reimbursement of Taxes or sum in lieu thereof with respect to any Tax Year which is not due to vacancies in the Building, then out of any balance remaining thereof after deducting Sublessor's expenses reasonably incurred in obtaining such refund, Sublessor shall, provided there does not then exist a Default of Sublessee, credit an amount equal to such refund or reimbursement or sum in lieu thereof (exclusive of any interest) multiplied by the Escalation Factor against the obligations of Sublessee next falling due under this Article V; provided, that in no event shall Sublessee be entitled to receive a credit equal to more than the payments made by Sublessee on account of Taxes for such Year pursuant to paragraph (b) of Section 8.1 or to receive any payments or abatements of Basic Rent if Taxes for any Tax Year are less than Base Taxes or if Base Taxes are abated.

ARTICLE 6.

SURRENDER OF SUBLEASED PREMISES

6.1. On the expiration or termination of this Sublease, Sublessee shall surrender to Sublessor the Subleased Premises, including all improvements and fixtures therein whether leased to or otherwise owned by Sublessee, broom clean and in good order, condition and repair, reasonable wear and tear excepted, together with all alterations, decorations, additions and improvements that may have been made in, to or on the Subleased Premises, except that Sublessee shall be allowed to remove its personal property or any improvements made by Sublessee at its sole expense that can be removed without damage to any buildings, facilities or other improvements to the Subleased Premises. The Subleased Premises, including the improvements and fixtures therein, shall be delivered free and clear

of all subtenancies, liens and encumbrances, other than those, if any, permitted hereby or otherwise created or consented to by Sublessor, and, if requested to do so, Sublessee shall execute, acknowledge and deliver to Sublessor such instruments of further assurance as in the opinion of Sublessor are necessary or desirable to confirm or perfect Sublessor's right, title and interest in and to the Subleased Premises including said improvements and fixtures. On or before the end of the Sublease term, Sublessee shall remove all of Sublessee's personal and other property allowed to be removed hereunder, and all such property not removed shall be deemed abandoned by Sublessee and may be utilized or disposed of by Sublessor without any liability to Sublessee. Sublessee's obligation under this Article 6 shall survive the expiration or termination of this Sublease.

ARTICLE 7.

INSURANCE

7.1.Public Liability Insurance. Sublessee agrees to maintain in full force from the date upon which Sublessee first enters the Premises for any reason, throughout the Term of this Sublease, and thereafter so long as Sublessee is in occupancy of any part of the Premises, a policy of general liability and property damage insurance (including broad form contractual liability, independent contractor's hazard and completed operations coverage) under which Sublessor, Manager (and such other persons as are in privity of estate with Sublessor as may be set out in notice from time to time) and Sublessee are named as additional insureds, and under which the insurer agrees to defend, indemnify and hold Sublessor, Manager, and those in privity of estate with Sublessor, harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages set forth in Article 12. Each such policy shall be non-cancelable and non-amendable with respect to Sublessor, Manager and Sublessor's said designees without thirty (30) days' prior notice to Sublessor and shall be as follows:

- (1) Comprehensive general liability insurance to a limit of not less than two million (\$1,000,000) dollars, endorsed for products and completed operations liability insurance, on an "occurrence basis" against claims for "personal injury", including without limitation, bodily injury, death or property damages, occurring upon, in or about the land and buildings of which the Subleased Premises are a part as required pursuant to the Primary Sublease.
- (2) Worker's compensation and employer's liability insurance in an amount and form which meets all applicable requirements of the labor laws of the State of New Hampshire, as amended from time to time, and which specifically covers the persons and risks involved in this Sublease.
- (3) Automobile liability insurance in amounts approved from time to time by Sublessor, but not less than one million (\$500,000) dollars combined single limit for owned, hired and non-owned automobiles.

7.2. All policies of insurance required to be carried under this Article shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Sublease, issued by insurers of recognized responsibility which are authorized to transact such insurance coverage in the State of New Hampshire, and which have been approved in writing by Sublessor, which approval shall not be withheld unreasonably. Except for workman's compensation coverage, all such policies of insurance shall be for the mutual benefit of Sublessor, PDA, and Sublessee as named additional insureds. Upon the execution of this Sublease (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Article) the original of each policy required to be furnished pursuant to this Article (or, with the consent of Sublessor, which consent shall not be unreasonably withheld, in the case of comprehensive general liability insurance and products liability insurance, a certificate of the insurer reasonably satisfactory to Sublessor) bearing a notation evidencing the payment of the premium or accompanied by other evidence reasonably satisfactory to Sublessor of such payment, shall be delivered by Sublessee to Sublessor.

7.3. All policies of insurance shall provide for loss thereunder to be adjusted and payable to Sublessor or Sublessee in accordance with the terms of this Sublease.

7.4. Each such policy or certificate therefor issued by the insurer shall to the extent obtainable contain (i) a provision that no act or omission of Sublessee, or any employee, officer or agent of Sublessee, which would otherwise result in forfeiture or reduction of the insurance therein provided shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained, and (ii) an agreement by the insurer that such policy shall not be canceled without at least thirty (30) days prior written notice by registered mail to Sublessor and PDA and (iii) provide that the insurer shall have no right of subrogation against the PDA.

7.5. All policies of insurance required to be maintained by Sublessee shall have attached thereto the Lender's Loss Payable Endorsement, or its equivalent, or a loss payable clause acceptable to Sublessor, for the benefit of any Mortgagee, but the right of any Mortgagee to the payment of insurance proceeds shall at all times be subject to the provisions of this Sublease with respect to the application of the proceeds of such insurance.

7.6. Sublessee shall observe and comply with the requirements of all policies of insurance at any time in force with respect to the Subleased Premises and Sublessee shall also perform and satisfy the requirements of the companies writing such policies so that at all times companies of good standing reasonably satisfactory to Sublessor shall be willing to write or to continue such insurance. Sublessee shall, in the event of any violations or attempted violations of the provisions of this Section 7.6 by a subtenant, take steps, immediately upon knowledge of such violation or attempted violation, to remedy or prevent the same as the case may be.

7.7. Any insurance provided for in this Sublease may be effected by a policy or policies of blanket insurance or may be continued in such form until otherwise required by Sublessor; provided, however, that the amount of the total insurance allocated to the Subleased Premises shall be such as to furnish in protection the equivalent of separate policies in the amounts herein required, and provided further that in all other respects, any such policy or policies shall comply with the other provisions of this Sublease. In any such case it shall not be necessary to deliver the original of any such blanket policy to Sublessor, but Sublessee shall deliver to Sublessor and to any Mortgagee a certificate or duplicate of such policy in form and content acceptable to Sublessor.

7.8. Sublessee's Risk. To the maximum extent this agreement may be made effective according to law, Sublessee agrees to use and occupy the Premises and to use such other portions of the Property as Sublessee is herein given the right to use at Sublessee's own risk; and Sublessor shall have no responsibility or liability for any loss of or damage to Sublessee's Removable Property or for any inconvenience, annoyance, interruption or injury to business arising from Sublessor's making any repairs or changes which Sublessor is permitted by this Sublease or required by law to make in or to any portion of the Premises or other sections of the Property, or in or to the fixtures, equipment or appurtenances thereof, except where the Sublessor is grossly negligent in making such repairs. Sublessee shall carry "all-risk" property insurance on a "replacement cost" basis (including so-called improvements and betterments), or be self insured (with respect to the Sublessee's removal property), and provide a mutual waiver of subrogation for both parties. The provisions of this Section shall be applicable from and after the execution of this Sublease and until the end of the Term of this Sublease, and during such further period as Sublessee may use or be in occupancy of any part of the Premises or of the Building.

7.9. Injury Caused By Third Parties. To the maximum extent this agreement may be made effective according to law, Sublessee agrees that Sublessor shall not be responsible or liable to Sublessee, or to those claiming by, through or under Sublessee, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the Property or otherwise. The provisions of this Section shall survive the expiration or any earlier termination of this Sublease.

ARTICLE 8.

USE OF SUBLEASED PREMISES

8.1. The sole purpose for which Sublessee may use the Subleased Premises is for general office and related uses and for no other uses without Sublessor's and PDA's prior written consent. Sublessee shall not use, or permit to be used, the Subleased Premises for any other purpose without the prior express written consent of Sublessor and PDA. Sublessor's and PDA's consent shall be subject to the execution of an appropriate agreement which shall include a provision requiring the payment of established fees and charges that may be applicable to any such additional uses consented to by Sublessor and PDA. Sublessee is prohibited from any use of the Subleased Premises not specifically

granted in this Section 8.1.

8.2. Sublessee recognizes that the uses authorized in Section 8.1 are not granted on an exclusive basis and that Sublessor and PDA may enter into subleases or other agreements with other tenants or users at areas of the building in which the Subleased Premises are a part, or other areas of the Airport for similar, identical, or competing uses. No provision of this Sublease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act as the same may be amended from time to time.

8.3. Sublessee agrees that it will keep the Premises in a neat, clean and orderly condition in accordance the provisions of Chapters 300 through 500 of the Pease Development Authority Zoning Requirements, Site Plan Review Regulations and Subdivision Regulations (collectively the "Land Use Controls") and such other rules and regulations from time to time promulgated, provided that Sublessee shall not be bound by any such rules and regulations until such time as it receives a copy thereof. Sublessor agrees to cause trash receptacles to be emptied and trash removed at Sublessor's sole cost and expense.

8.4. Sublessee warrants that it holds all certificates, permits, licenses or other entitlements required by federal, state or local laws in order to allow Sublessee to conduct the permitted uses hereunder, and that the same are and will be kept current, valid and complete. Sublessee further warrants that it shall at all times abide by and conform with all terms of the same and that it shall give immediate notice to Sublessor of any additions, renewals, amendments, suspensions or revocations. In the use and occupation of the Subleased Premises and the conduct of such business thereon, Sublessee, at its sole cost and expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, courts, departments, commissions and boards, any national, state or local Board of Fire Underwriters, or any other body exercising functions similar to those of any of the foregoing.

8.5. Sublessee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to Sublessor, the validity or application of any law, ordinance, order, rule, regulation or requirement of the nature referred to in this Article. If compliance with any such law, ordinance, order, rule, regulation or requirement may be delayed on the basis of an order from a court of competent jurisdiction pending the prosecution of any such proceeding without the incurrence of any lien, charge or liability of any kind against the Subleased Premises or Sublessee's interest therein and without subjecting Sublessor to any liability, civil or criminal, for failure so to comply therewith, Sublessee may delay compliance therewith consistent with such court order. Even if such lien, charge or civil liability would be incurred by reason of any such delay, Sublessee may, with the prior written consent of Sublessor, contest as aforesaid and delay as aforesaid, provided that such contest or delay does not subject Sublessor to criminal liability, damages or expense and provided that Sublessee: (i) furnishes to Sublessor security, reasonably satisfactory to Sublessor, against any loss or injury by reason of such contest or delay; and (ii) prosecutes the contest with due diligence.

Sublessor and PDA shall not be required to join in any proceedings referred to in this Section unless the provisions of any applicable laws, rules or regulations at the time in effect shall require that such proceedings be brought by and/or in the name of Sublessor and/or PDA and Sublessor and/or PDA determines that such action is in its best interests, in which event Sublessor and/or PDA shall join in the proceedings, or permit the same to be brought in its name, if Sublessee shall pay all expenses in connection therewith.

8.6. Responsibility for compliance with all Federal, State and local laws as required by this Article rests exclusively with the Sublessee. Sublessor assumes no enforcement or supervisory responsibility except with respect to matters committed to its jurisdiction and authority.

8.7. Sublessee's use of the Subleased Premises shall be orderly and efficient and shall not cause any disruptions to other Airport activities or other tenants in the building in which the Subleased Premises are a part. Sublessee shall not cause or maintain any nuisance on the Subleased Premises. Sublessee shall conduct all of its activities hereunder in an environmentally responsible manner.

8.8. Sublessee shall have the right to obtain supplies or services from suppliers, vendors or contractors of its own choice at the Subleased Premises, provided that PDA in the Primary Sublease reserved the right to prohibit persons from engaging in "aeronautical activities" (as defined in Advisory Circular AC 150/5190-2A of the Federal Aviation Administration) or the provision of ground transportation services at the Airport except in accordance with concession contracts or operating agreements entered into between PDA and said persons.

8.9. Intentionally omitted.

8.10. Sublessee agrees to conform to the following provisions during the Term of this Sublease: (i) Sublessee shall cause all freight to be delivered to or removed from the Building and the Premises in accordance with reasonable rules and regulations established by Sublessor therefor; (ii) Sublessee will not place on the exterior of the Premises (including both interior and exterior surfaces of doors and interior surfaces of windows) or on any part of the Building outside the Premises, any signs, symbol, advertisements or the like visible to public view outside of the Premises. Sublessor will not unreasonably withhold consent for signs or lettering on the entry doors to the Premises provided such signs conform to building standards adopted by Sublessor and Sublessee has submitted a sketch of the sign to be placed on such entry doors. (iii) Sublessee shall not perform any act or carry on any practice which may injure the Premises, or any other part of the Building, or cause offensive odors or loud noise or constitute a nuisance or menace to any other Sublessee or sublessees or other persons in the Building; (iv) Sublessee shall, at its sole cost and expense: (x) in its use of the Premises, the Building or the Land, comply with the requirements of all applicable governmental laws, rules and regulations including, without limitation, the Americans with Disabilities Act of 1990, as amended (the "ADA") and (y) In the event of any Sublessee's work or improvements, pay for and perform any work necessary to bring the Premises, the

Building or the Land into compliance with the ADA which work is required due to the Sublessee's use of the Premises, the Building or the Land for retail purposes; and (v) Sublessee shall continuously throughout the Term of this Sublease occupy the Premises for the Permitted Uses and for no other purposes. The Sublessor hereby certifies that the initial construction of the building and Sublessor's fit up of the leased premises conform to all ADA requirements.

ARTICLE 9

LIENS

9.1. During the term of this Sublease, Sublessee shall not permit to remain, and shall promptly discharge, at its cost and expense, all liens, encumbrances and charges upon the Subleased Premises or any part thereof; provided, that the existence of any mechanics', laborers', materialmen's, suppliers' or vendors' liens or rights thereto shall not constitute a violation of this Article if payment is not yet due under the applicable contract. Sublessee shall, however, have the right to contest with due diligence the validity or amount of any lien or claimed lien, if Sublessee shall give to Sublessor such security as Sublessor may reasonably require to insure payment thereof and prevent any sale, foreclosure or forfeiture of Sublessee's interest in the Subleased Premises or any portion thereof by reason of such nonpayment. On final determination of the lien or claim for lien, Sublessee shall immediately pay any judgment rendered with all proper costs and charges and shall have the lien released or judgment satisfied at Sublessee's own expense, and if Sublessee shall fail to do so, Sublessor may at its option pay any such final judgment and clear the Subleased Premises therefrom. If Sublessee shall fail to contest with due diligence the validity or amount of any such lien or claimed lien, or to give Sublessor security as hereinabove provided, Sublessor may, but shall not be required to, contest the validity or amount of any such lien or claimed lien or settle or compromise the same without inquiring into the validity of the claim or the reasonableness of the amount thereof.

9.2. Should any lien be filed against the Subleased Premises or the building in which the Subleased Premises are a part, or should any action of any character affecting the title thereto be commenced, Sublessee shall give to Sublessor written notice thereof as soon as notice of such lien or action comes to the knowledge of Sublessee.

ARTICLE 10

ALTERATIONS – SIGNS

10.1. Sublessee shall not place or construct any improvements, changes, structures, alterations or additions (cumulatively referred to in this Article as "Alterations") in, to, or upon the Subleased Premises without Sublessor's and PDA's written consent, which consent shall not be unreasonably withheld. Unless Sublessee is subject to an earlier notice requirement under the PDA's land use controls or other applicable requirements with respect to the information required under this section, any request for Sublessor's and

PDA's consent shall be made upon sixty (60) days written notice and shall be accompanied by preliminary engineering or architectural plans or, if consented to by Sublessor and PDA, working drawings. If Sublessor and PDA each grants its consent, all such work shall be done at Sublessee's sole cost and expense, subject, in all cases, to the following covenants:

- (1) All work and Alterations shall be done in compliance with all applicable governmental regulations, codes, standards or other requirements, including fire, safety and building codes and Land Use Regulations promulgated by PDA and with the provisions of Article 22 of this Sublease. This obligation shall include compliance with all applicable provisions of the FFA (as defined in Article 22), including obligations imposed upon Sublessor in respect to construction and construction related work.
- (2) All Alterations shall be of such a character as not to materially reduce the value and usefulness of any of the buildings or other improvements below their value and usefulness immediately before such Alteration. All work performed hereunder shall be performed in a good and workmanlike manner, shall conform to drawings and specifications approved by Sublessor and PDA and shall not be disruptive of the overall operation of the Airport. All contractors engaged by Sublessee to perform such work shall employ labor that can work in harmony with all elements of labor at the Airport.
- (3) During the period of construction of any alteration, Sublessee or any contractor, subcontractor or sublessee of Sublessee shall maintain or cause to be maintained the following insurance:
 - (i) The comprehensive general liability and automobile insurance provided for in Article 7 and shall be maintained for the limits specified thereunder and shall provide coverage for the mutual benefit of Sublessor, PDA and Sublessee as named or additional insured (as is appropriate) in connection with any Alteration permitted pursuant to this Article 10.
 - (ii) Fire and any other applicable insurance provided for in Article 7 which if not then covered under the provisions of existing policies shall be covered by special endorsement thereto in respect to any Alteration, including all materials and equipment therefor incorporated in, on, or about the Subleased Premises (including excavations, foundations, and footings) under broad form all risk builder's risk completed value form or equivalent thereof; and

(iii) Worker's compensation insurance covering all persons employed in connections with the work and with respect to whom death or bodily injury claims could be asserted against PDA, Sublessor, Sublessee or the Subleased Premises, with statutory limits as then required under the laws of the State of New Hampshire.

(4) Sublessee shall provide Sublessor and PDA with MYLAR as-built drawings when any Alteration authorized hereunder is completed.

10.2. Sublessee may erect and maintain suitable signs only within the Subleased Premises and upon receiving the prior written approval of Sublessor and PDA, which consent shall not be unreasonably withheld. Sublessee shall submit drawings of proposed signs and information on the number, size, type, and location, all of which Sublessor and PDA may review for harmony and conformity with the overall structure and architectural and aesthetic setting of the building in which the Subleased Premises are a part and the Airport as well as with PDA's own land use control regulations and may approve or disapprove accordingly.

10.3. Notwithstanding any other provision of this sublease, the right of sublessee to place or construct Alterations in, to or upon the Subleased Premises shall be subject to Paragraph B of the Deed.

10.4. In addition to the requirements to provide notice to PDA under this Article 15 in respect to any Alteration, Lessee shall also provide notice to the Air Force, EPA and NHDES in the same manner and to the extent required of PDA under the Deed and/or the FFA.

10.5. The Sublessor, its sublessees and assignees shall not conduct any excavation, digging, drilling or other disturbance of areas denoted as "Use Restriction Zones" on Exhibit C of the Deed.

ARTICLE 11

RIGHT OF SUBLESSOR TO INSPECT AND REPAIR

11.1. Sublessee will permit Sublessor and/or PDA and their authorized agents and representatives to enter the Subleased Premises at all reasonable times and upon reasonable notice for the purpose of: (i) inspecting the same; and (ii) making any necessary repairs and performing any other work that may be necessary by reason of Sublessee's failure to comply with the terms of this Sublease within ten (10) days after written notice from Sublessor, unless an emergency situation (as determined in Sublessor's and/or PDA's sole discretion) requires earlier action by Sublessor. Nothing herein shall imply any duty upon

the part of Sublessor and/or PDA to do any such work and performance thereof by Sublessor and/or PDA shall not constitute a waiver of Sublessee's default in failing to perform the same. Sublessor and/or PDA may during the progress of such work keep and store in or on the Subleased Premises all necessary materials, tools, supplies and equipment. Sublessor and/or PDA shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Sublessee by reason of making such repairs or the performance of any such work, on or account of bringing materials, tools, supplies or equipment into or through the Subleased Premises during the course thereof and the obligations of Sublessee under this Sublease shall not be affected thereby. Nothing herein shall limit the provisions of Article 8 of the Primary Sublease.

11.2. Sublessee acknowledges that from time to time PDA may undertake construction, repair or other activities related to the operation, maintenance and repair of the Airport which will require temporary accommodation by Sublessee. Sublessee agrees to accommodate PDA in such matters, even though Sublessee's own activities may be inconvenienced or partially impaired, and Sublessee agrees that no liability shall attach to PDA, its members, employees or agents by reason of such inconvenience or impairment, unless such activities of PDA hereunder are performed in a negligent manner.

11.3. Sublessee shall allow PDA and any agency of the United States, its officers, agents, employees and contractors to enter upon the Subleased Premises for any purposes not inconsistent with Sublessee's quiet use and enjoyment, including but not limited to the purpose of inspection. Notwithstanding the preceding sentence, in the event the Government (or any other agency having a right of entry under the Deed and/or the FFA) determines that immediate entry is required for safety, environmental, operations or security purposes they may effect such entry without prior notice. The Sublessee shall have no claim against PDA or against the United States or any officer, agent, employee or contractor thereof on account of any such entries.

ARTICLE 12

GENERAL INDEMNIFICATION BY SUBLESSEE

12.1. In addition to any other obligation of Sublessee under this Sublease to indemnify, defend and hold harmless Sublessor, its principals, agents and employees, etc., Sublessee agrees to indemnify, defend and hold harmless Sublessor against and from any and all claims, judgments, damages, penalties, fines, assessments, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees) resulting or arising during the term of this Sublease:

- (1) from any condition of the Premises resulting from the use of the Premises by the Sublessee;
- (2) from any breach or default on the part of Sublessee in the

performance of any covenant or agreement on the part of Sublessee to be performed pursuant to the terms of this Sublease, or from any act or omission of Sublessee, or any of its agents, contractors, servants, employees, sublessees, licensees or invitees; or

(3) from any accident, injury, loss or damage whatsoever caused by any act or omissions of Sublessee, or any of its agents, contractors, servants, employees, sublessees, licensees or invitees, to any person or property occurring during the term of this Sublease, on or about the Subleased Premises (including ramp and parking areas), or upon the land, streets, curbs or parking areas adjacent thereto.

In the event that any action or proceeding is brought against Sublessor by reason of any matter for which Sublessee has hereby agreed to indemnify, defend, or hold harmless Sublessor, Sublessee, upon notice from Sublessor, covenants to resist or defend such action or proceeding with counsel acceptable to Sublessor.

12.2. The term "Person" as used in this Article shall include individuals, corporations, partnerships, governmental units and any other legal entity entitled to bring a claim, action or other demand or proceeding on its own behalf or on behalf of any other entity.

12.3. The Sublessee also expressly waives any claims against PDA and the State of New Hampshire and further agrees to indemnify, save, hold harmless and defend PDA and the State of New Hampshire to the same extent required of the Sublessor under the Primary Sublease.

ARTICLE 13

UTILITIES

13.1. Sublessor shall bring or shall cause utility lines to be brought to the Subleased Premises at the points existing as of the Term Commencement Date or such other points as may be designated by Sublessor (in consultation with Sublessee). The utility lines shall have the capacities existing as of the Term Commencement Date which Sublessee acknowledges are sufficient to enable Sublessee to obtain for the Subleased Premises, as of the date of commencement of Sublessee's activities, sufficient water, electricity, telephone and sewer service. Sublessee shall not at any time overburden or exceed the capacity of the mains, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Subleased Premises. If Sublessee desires to install any equipment which shall require additional utility facilities or utility facilities of a greater capacity than the facilities provided by Sublessor, such installation shall be subject to Sublessor's and PDA's prior written approval of Sublessee's plans and specifications therefor, which approval shall not be unreasonably withheld. If such installation is approved by Sublessor and PDA and if Sublessor and PDA agrees to provide any additional facilities to accommodate Sublessee's installation, Sublessee agrees to pay Sublessor

and/or PDA, in advance and on demand, the cost for providing such additional utility facilities or utility facilities of greater capacity.

PDA under the Primary Sublease also reserved the right to run such utility lines as it deems necessary in connection with the development of the Airport to, from, or through the Subleased Premises, provided, however, that PDA in exercising such reserved right shall provide reasonable prior notice and the opportunity to confer with PDA and shall exercise reasonable efforts to avoid or minimize interference with use of the Subleased Premises.

PDA under the Primary Sublease, at its sole discretion, shall have the right from time to time, to alter the method and source of supply of the above enumerated utilities to the Subleased Premises and Sublessee agrees to execute and deliver to PDA such documentation as may be required to effect such alteration. Sublessee agrees to pay all charges for the above enumerated utilities supplied by Sublessor, public utility or public authority, or any other person, firm or corporation which are separately metered to the Subleased Premises.

PDA under the Primary Sublease, shall have the option to supply any of the above-enumerated utilities to the Subleased Premises. If PDA shall elect to supply any of such utilities to the Subleased Premises, Sublessee will purchase its requirements for such services tendered by PDA, and Sublessee will pay PDA, within ten (10) days after mailing by PDA to Sublessee of statements therefor, at the applicable rates determined by PDA from time to time which PDA agrees shall not be in excess of the public utility rates for the same service, if applicable, to other tenants at the Airport. If PDA so elects to supply any of such utilities, Sublessee shall execute and deliver to PDA, within ten (10) days after request therefor, any documentation reasonably required by PDA to effect such change in the method of furnishing of such utilities.

13.2. Sublessor shall be responsible for providing any meters or other devices for the measurement of utilities supplied to the Subleased Premises. Sublessee shall be solely responsible for and promptly pay, as and when the same become due and payable, all charges for water, sewer, electricity, gas, telephone and any other utility used or consumed in the Subleased Premises and supplied by PDA, any public utility or authority or any other person, firm or corporation which are separately metered to the Subleased Premises.

13.3. All work and construction under this Article shall comply with the provisions of Article 10 of this Sublease applicable to construction work.

ARTICLE 14

INSTALLATION AND ALTERATIONS BY SUBLESSEE. REPAIRS AND SERVICES TO BE FURNISHED BY SUBLESSOR.

14.1. Installation and Alterations by Sublessee, etc. Sublessee shall make no alterations, additions (including, for the purposes hereof, wall-to-wall carpeting), or improvements in or to the Premises without Sublessor's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. Any such alterations, additions or improvements shall (i) be in accordance with complete plans and specifications prepared by Sublessee and approved in advance by Sublessor; (ii) be performed in a good and workmanlike manner and in compliance with all applicable laws; (iii) be performed and completed in the manner required herein; (iv) be made at Sublessee's sole expense and at such times as Sublessor may from time to time designate; and (v) become a part of the Premises and the property of Sublessor. It is agreed and understood that Sublessor shall have the right to review and approve all changes to any plans which Sublessor shall have approved pursuant to this Section. It is also agreed and understood that Sublessor shall not be deemed to be unreasonable in denying its consent to alterations, additions and improvements to the Premises which affect "Base Building Systems" (as said term is hereafter defined). As used herein, the term "Base Building Systems" shall mean (i) any mechanical, electrical or plumbing system or component of the Building (including the Premises) (ii) the exterior of the Building (iii) the Building HVAC distribution system (iii) any fire safety prevention/suppression system and (iv) any structural element or component of the Building.

14.2. All articles of personal property and all business fixtures, machinery and equipment and furniture owned or installed by Sublessee solely at its expense in the Premises ("Sublessee's Removable Property") shall remain the property of Sublessee and may be removed by Sublessee at any time prior to the expiration of this Sublease, provided that Sublessee, at its expense, shall repair any damage to the Building caused by such removal.

14.3. All of the Sublessee's alterations, additions and installation of furnishings shall be coordinated with any work being performed by Sublessor and in such manner as to maintain harmonious labor relations and not damage the Property or interfere with Building construction or operation and, except for installation of furnishings, shall be performed by Sublessor's general contractor or, at Sublessor's election, by contractors or workmen first approved by Sublessor. Installation and moving of furnishings, equipment and the like shall be performed only with labor compatible with that being employed by Sublessor for work in or to the Building and not to employ or permit the use of any labor or otherwise take any action which might result in a labor dispute involving personnel providing services in the Building. Except for work by Sublessor's general contractor, Sublessee before its work is started shall: secure all licenses and permits necessary therefor.

14.4. In connection with the performance of any alterations, improvements, changes or additions to the Premises as contemplated by Article IV or Section 5.2 of this Sublease, in the event that any such improvement, alteration, change or addition to the Premises to be performed by Sublessee (the Sublessee's Work") affects so-called "Base Building Systems" and to the extent that such Work is not performed by Sublessor or a general contractor employed directly by Sublessor, Sublessee hereby agrees to use the services of a construction management firm designated by Sublessor to oversee, coordinate and review all aspects of any such Work. The cost and expense of the services of such construction manager shall be borne by Sublessee but only to the extent that such costs and expenses are comparable to and

competitive with the costs and expenses charged by other firms engaged in construction management and oversight services in the general geographic location of the Building for services of a similar scope and type.

14.5. Sublessor Repairs. (a) Except as otherwise provided in this Sublease, Sublessor agrees to keep in good order, condition and repair the roof, public areas, exterior walls (including exterior glass) and structure of the Building (including plumbing, mechanical and electrical systems installed by Sublessor but excluding any systems installed specifically for Sublessee's benefit or used exclusively by Sublessee) and the HVAC system serving the Premises, all insofar as they affect the Premises, except that Sublessor shall in no event be responsible to Sublessee for the condition of glass in the Premises or for the doors (or related glass and finish work) leading to the Premises, or for any condition in the Premises or the Building caused by any act or neglect of Sublessee, its agents, employees, invitees or contractors. Sublessor shall not be responsible to make any improvements or repairs to the Building other than as expressly in this Section, unless expressly provided otherwise in this Sublease. All costs and expenses incurred by Sublessor in performing its obligations under this Section shall be included in Operating Expenses.

14.6. Any services which Sublessor is required to furnish pursuant to the provisions of this Sublease may, at Sublessor's option be furnished from time to time, in whole or in part, by employees of Sublessor or by the Manager of the Property or by one or more third persons and Sublessor further reserves the right to require Sublessee to enter into agreements with such persons in form and content approved by Sublessor for the furnishing of such services. Sublessor shall cause the paved portions of the Property to be kept reasonably free and clear of snow, ice and refuse and shall cause the landscaped areas of the Property to be maintained in a reasonably attractive appearance.

14.7. Sublessee's Agreement (a) Sublessee will keep neat and clean and maintain in good order, condition and repair the Premises and every part thereof, excepting only those repairs for which Sublessor is responsible under the terms of this Sublease, and reasonable wear and tear of the Premises, and damage by fire or other casualty and as a consequence of the exercise of the power of eminent domain; and shall surrender the Premises, at the end of the Term, in such condition. Sublessee shall continually during the Term of this Sublease maintain the Premises in accordance with all laws, codes and ordinances from time to time in effect and all directions, rules and regulations of the proper officers of governmental agencies having jurisdiction, and shall, at Sublessee's own expense, obtain all permits, licenses and the like required by applicable law. Sublessee shall be responsible for the cost of repairs which may be necessary by reason of damage to the Building caused by any act or neglect of Sublessee or its agents, employees, contractors or invitees (including any damage by fire or any other casualty arising therefrom).

(b) If repairs are required to be made by Sublessee pursuant to the terms hereof, Sublessor may demand that Sublessee make the same forthwith, and if Sublessee refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such demand, Sublessor may (but shall not be required to do so) make or cause such repairs to be made (the provisions of Section 14.18 being applicable to the costs thereof) and shall not be

responsible to Sublessee for any loss or damage that may accrue to Sublessee's stock or business by reason thereof. Notwithstanding the foregoing, Sublessor may elect to take action hereunder immediately and without notice to Sublessee if Sublessor reasonably believes an emergency to exist.

14.8. Floor Load - Heavy Machinery. (a) Sublessee shall not place a load upon any floor in the Premises exceeding the floor load per square foot of area which such floor was designed to carry and which is allowed by law. Sublessor reserves the right to prescribe the weight and position of all business machines and mechanical equipment, including safes, which shall be placed so as to distribute the weight. Business machines and mechanical equipment shall be placed and maintained by Sublessee at Sublessee's expense in settings sufficient, in Sublessor's judgment, to absorb and prevent vibration, noise and annoyance. Sublessee shall not move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building without Sublessor's prior consent, which consent may include a requirement to provide insurance, naming Sublessor as an insured, in such amounts as Sublessor may deem reasonable.

(b) If such safe, machinery, equipment, freight, bulky matter or fixtures requires special handling, Sublessee agrees to employ only persons holding a Master Rigger's License to do such work, and that all work in connection therewith shall comply with applicable laws and regulations. Any such moving shall be at the sole risk and hazard of Sublessee, and Sublessee will exonerate, indemnify and save Sublessor harmless against and from any liability, loss, injury, claim or suit resulting directly or indirectly from such moving.

14.9. Building Services. (a) Sublessor shall, on Business Day from 8:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 12:00 noon, furnish heating and cooling as normal seasonal changes may require to provide reasonably comfortable space temperature and ventilation for occupants of the Premises under normal business operation at an occupancy of not more than one person per 125 square feet of Premises Rentable Area and an electrical load not exceeding two (2) watts per square foot of Premises Rentable Area. If Sublessee shall require air conditioning, heating or ventilation outside of the hours and days above specified, Sublessor may furnish such service and Sublessee shall pay therefore such charges as may from time to time be in effect. In the event Sublessee introduces to the Premises personnel or equipment which overloads the capacity of the Building system or in any other way interferes with the system's ability to perform adequately its property functions, supplementary systems may, if and as needed, at Sublessor's option, be provided by Sublessor, at Sublessee's expense.

(b) Sublessor shall also provide:

(i) Passenger elevator service from the existing passenger elevator system in common with Sublessor and other sublessees in the Building;

(ii) Hot water for lavatory purposes and cold water for drinking, lavatory and toilet purposes. If Sublessee uses water for any purpose other than for ordinary lavatory

and drinking purposes, Sublessor may assess a reasonable charge for the additional water so used, or install a water meter and thereby measure Sublessee's water consumption for all purposes. In the latter event, Sublessee shall pay the cost of the meter and the cost of installation thereof and shall keep such meter and installation equipment in good working order and repair. Sublessee agrees to pay for water consumed, as shown on such meter, together with the sewer charge based on such meter charges, as and when bills are rendered, and in default in making such payments Sublessor may pay such charges and collect the same from Sublessee as an additional charge.

(iii) Cleaning and janitorial services to the premises.

(iv) Access to the premises on Business Days twenty-four hours per day and on weekends at times reasonably approved by Sublessor, subject to reasonable security restrictions and restrictions based on emergency conditions and all other applicable provisions of this Sublease.

14.10 Electricity. (a) Sublessor shall permit Sublessor's existing wires, pipes, risers, conduits and other electrical equipment of Sublessor to be used for the purpose of providing electrical service to the Premises. All electrical service to the premises will be separately metered and paid directly by the Sublessee. Sublessee covenants and agrees that its electrical usage and consumption will not disproportionately "siphon off" electrical service necessary for other sublessees of the Building and that its total connected load will not exceed the maximum load from time to time permitted by applicable governmental regulations nor the design criteria of the existing Building electrical capacity. Sublessor shall not in any way be liable or responsible to Sublessee for any loss or damage or expense which Sublessee may sustain or incur if, during the Term of this Sublease, either the quantity or character of electric current is changed or electric current is no longer available or suitable for Sublessee's requirements due to a factor or cause beyond Sublessor's control. Sublessee shall purchase and install all lamps, tubes, bulbs, starters and ballasts. Sublessee shall pay all charges for electricity, HVAC, gas and other utilities used or consumed in the Premises. Sublessee shall bear the cost of repair and maintenance of any electric or gas meter used or to be installed in (or serving) the Premises.

(b) In order to insure that the foregoing requirements are not exceeded and to avert possible adverse affect on the Building's electrical system, Sublessee shall not, without Sublessor's prior consent, connect any fixtures, appliances or equipment to the Building's electrical distribution system which operates on a voltage in excess of 120 volts nominal. If Sublessor shall consent to the connection of any such fixtures, appliances or equipment, all additional risers or other electrical facilities or equipment required therefor shall be provided by Sublessor and the cost thereof shall be paid by Sublessee upon Sublessor's demand as Additional Rent. From time to time during the Term of this Sublease, Sublessor shall have the right to have an electrical consultant selected by Sublessor make a survey of Sublessee's electric usage, the result of which shall be conclusive and binding upon Sublessor and Sublessee. In the event that such survey shows that Sublessee has exceeded the requirements

set forth in paragraph (a), in addition to any other rights Sublessor may have hereunder, Sublessee shall, upon demand, reimburse Sublessor for the costs of such survey.

14.11. All work, repairs, alterations or modifications undertaken pursuant to this Article 14 shall be subject to the provisions of Article 10 of this Sublease

ARTICLE 15

ACCESS TO PREMISES

Sublessor and its agents shall have the right to enter upon the Subleased Premises, or any part thereof, without charge, at all reasonable times, and upon reasonable notice, and in case of emergency at any time, to inspect the same, to show the Subleased Premises to prospective purchasers or tenants, to make or facilitate any repairs, alterations, additions, or improvements to the Subleased Premises. Nothing in this Article contained shall obligate Sublessor to make any repairs, alterations, additions or improvements. Sublessee shall not be entitled to any abatement or reduction of rent or damages by reason of any of the foregoing. No forcible entry shall be made by Sublessor unless such entry shall be reasonably necessary to prevent serious injury, loss, or damage to persons or property. Sublessor shall repair any damage to property of Sublessee, or anyone claiming under Sublessee, caused by or resulting from Sublessor's making any such repairs, alterations, additions, or improvements, except only such damage as shall result from the making of such repairs, alterations, additions, or improvements, which Sublessor shall make as a result of the default, fault, or negligence of Sublessee, or anyone claiming under Sublessee. For the period commencing six (6) months prior to the expiration of the term of this Sublease, Sublessor may maintain "For Rent" signs on the front or any part of the exterior of the Subleased Premises.

ARTICLE 16

DAMAGE OR DESTRUCTION

16.1. Sublessor's Right of Termination. If the Premises or the Building are substantially damaged by fire or casualty (the term "substantially damaged" meaning damage of such a character that the same cannot, in ordinary course, reasonably be expected to be repaired within sixty (60) days from the time the repair work would commence), or if any part of the Building is taken by any exercise of the right of eminent domain, then Sublessor or Sublessee shall have the right to terminate this Sublease (even if Sublessor's entire interest in the Premises may have been divested) by giving notice of Sublessor's or Sublessee's election so to do within 90 days after the occurrence of such casualty or the effective date of such taking, whereupon this Sublease shall terminate thirty (30) days after the date of such notice with the same force and effect as if such date were the date originally established as the expiration date hereof.

16.2. Restoration. If this Sublease shall not be terminated pursuant to Section 16.1, Sublessor shall thereafter use due diligence to restore the Premises (excluding any alterations, additions or improvements made by Sublessee) to proper condition for Sublessee's use and occupation, provided that Sublessor's obligation shall be limited to the amount of insurance proceeds available therefor. If, for any reason, such restoration shall not be substantially completed within six months after the expiration of the 90 day period referred to in Section 16.1 (which six-month period may be extended for such periods of time as Sublessor is prevented from proceeding with or completing such restoration for any cause beyond Sublessor's reasonable control, but in no event for more than an additional three months), Sublessee shall have the right to terminate this Sublease by giving notice to Sublessor thereof within thirty (30) days after the expiration of such period (as so extended). Upon the giving of such notice, this Sublease shall cease and come to an end without further liability or obligation on the part of either party unless, within such 30-day period, Sublessor substantially completes such restoration. Such right of termination shall be Sublessee's sole and exclusive remedy at law or in equity for Sublessor's failure so to complete such restoration. During the period of such restoration, if the Sublessee shall not have reasonable use and occupancy of the premises, the rent shall be abated during that period or portion thereof.

ARTICLE 17

EMINENT DOMAIN

17.1. If after the execution of the Sublease and prior to the expiration of the term of this Sublease, the whole of the Subleased Premises shall be taken under the power of eminent domain, then the term of this Sublease shall cease as of the time when Sublessor shall be divested of its title in the Subleased Premises, and minimum rent shall be apportioned and adjusted as of the time of termination.

17.2. If only a part of the Subleased Premises shall be taken under the power of eminent domain, then if as a result thereof the Subleased Premises shall not be reasonably adequate for the operation of the business conducted in the Subleased Premises prior to the taking, Sublessor or Sublessee may, at its election, terminate the term of this Sublease by giving the other notice of the exercise of its election within twenty (20) days after it shall receive notice of such taking, and the termination shall be effective as of the time that Sublessee is dispossessed, and base rent shall be apportioned and adjusted as of the time of termination. If only a part of the Subleased Premises shall be taken under the power of eminent domain, and if the term of this Sublease shall not be terminated as aforesaid, then the term of this Sublease shall continue in full force and effect, and Sublessor shall, within a reasonable time after possession is required for public use, repair and rebuild what may remain of the leased Premises so as to put the same into condition for use and occupancy by Sublessee, and a just proportion of the base rent according to the nature and extent of the injury to the Subleased Premises shall be abated for the balance of the term of this Sublease and in addition business interruption and/or relocation aware are to be paid out of the taking shall be the property of and shall be paid to the Sublessee.

17.3. Sublessor reserves to itself, and Sublessee assigns to Sublessor, all rights to damages accruing on account of any taking under the power of eminent domain or by reason of any act of any public or quasi-public authority for which damages are payable. Sublessee agrees to execute such instruments of assignment as may be reasonably required by Sublessor in any proceeding for the recovery of damages that may be recovered in such proceeding. It is agreed and understood, however, the Sublessor does not reserve to itself, and Sublessee does not assign to Sublessor, any damages payable for movable trade fixtures installed by Sublessee or anybody claiming under Sublessee at its own cost and expense.

ARTICLE 18

DEFAULT

18.1. If Sublessee shall default in the payment of rent or other payments required of Sublessee, and if Sublessee shall fail to cure said default within seven (7) business days after receipt of written notice of said default from Sublessor; or if Sublessee shall default in the performance or observance of any other agreement or condition on its part to be performed or observed, and if Sublessee shall fail to cure said default within thirty (30) days after receipt of written notice of said default from Sublessor; or if any person shall levy upon, or take this leasehold interest or any part hereof, upon execution, attachment, or their process of law; or if Sublessee shall make an assignment of its property for the benefit of creditors; or if Sublessee shall file voluntary bankruptcy; or if any bankruptcy or insolvency proceedings shall be commenced by Sublessee or an involuntary bankruptcy shall be filed against the Sublessee which remains undischarged for a period of 60 days, or if a receiver, trustee, or assignee shall be appointed for the whole or any part of the Sublessee's property, then in any of said cases, Sublessor lawfully may upon seven days notice or if such notice shall adversely affect the rights of the Sublessor in any bankruptcy or receivership, then immediately, or at any time thereafter, and without further notice of demand, enter into and upon the Subleased Premises, or any part hereof in the name of the whole, and hold the Subleased Premises as if this Sublease had not been made, and expel Sublessee and those claiming under it, and remove its or their property without being taken or deemed to be guilty of any manner of trespass (or Sublessor may send written notice to Sublessee of the termination of this Sublease, and upon entry as aforesaid (or in the event that Sublessor shall send to Sublessee notice of termination as above provided, on the fifth (5th) day next following the date of the sending of the notice), the term of this Sublease shall terminate. Sublessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Sublessee being evicted or dispossessed for any cause, or in the event Sublessor terminates this Sublease as provided in this Article. The Sublessee shall be liable for a 5% late fee applicable to any amounts not paid when due under this Sublease, from the due date of such payment.

18.2. In the case of such termination, Sublessee will indemnify Sublessor each month against all loss of rent, and all obligations which Sublessor may incur by reasons of any such termination, between the time of termination and the expiration of the term of this

Sublease; or at the election of Sublessor, exercised at the time of the termination or at any time thereafter, Sublessee will indemnify Sublessor, each month until the exercise of the election, against all loss of rent and other obligations which Sublessor may incur by reason of such termination, during the period between the time of the termination and the exercise of the election, and upon the exercise of the election Sublessee will pay to Sublessor as damages such amount as at the time of the exercise of the election represents the amount by which the rental value of the leased Premises for the period from the exercise of the election until the expiration of the term shall be less than the amount of rent and other payments provided herein to be paid by Sublessee to Sublessor during said period. It is understood and agreed that at the time of the termination, or at any time thereafter, the Sublessor shall diligently perform the legal obligation to relet the premises for a term which may expire after the expiration of the term of this Sublease, without releasing Sublessee from any liability whatsoever, only for the term of this Sublease, but not for the longer relet term. The Sublessee shall be liable for any expenses incurred by Sublessor in connection with obtaining possession of the Subleased Premises, with removing from the Subleased Premises property of Sublessee and persons claiming under it (including warehouse charges), with putting the Subleased Premises into a condition reletting similar to its condition at the commencement of this lease, reasonable wear and tear excepted, and with any reletting, including, but without limitation, reasonable attorneys' fees and brokers' fees, and that any monies collected from any reletting shall be applied first to the foregoing expenses and then to the payment of rent and all other payments due from Sublessee to Sublessor. The Sublessor shall, commensurate with any demand for payment of any of the above as to expenses or rent, provide the Sublessee with an itemization of all such items as a condition to the Sublessee's obligations to make payment.

ARTICLE 19

SUBORDINATION TO MORTGAGES

This Sublease is and shall remain subject and subordinate to the lien of any and all current and future mortgages and/or any ground leases which may now encumber the Subleased Premises, the land on which the Subleased Premises is located and to any and all advances made thereon (including advances made subsequent to the date hereof), and to any and all renewals, increases, extensions, modifications, recastings or refinancings thereof. If requested by Sublessor or its lender, Sublessee agrees that it will, upon the request of Sublessor, execute, acknowledge and deliver any and all instruments deemed by Sublessor necessary or desirable to give effect or notice of such subordination. Sublessee also agrees that if it shall fail at any time to execute, acknowledge, or deliver any instrument requested by Sublessor under this Article, Sublessor may, only after seven (7) days notice to the Sublessee, in addition to any other remedies available to it, execute, acknowledge, and deliver such instrument as the attorney in fact of Sublessee and in Sublessee's name, and Sublessee hereby makes, constitutes, and irrevocably appoints Sublessor as its attorney in fact for that purpose. The word "mortgage" as used herein includes mortgages, deeds of trust, or other similar instruments and modifications, consolidations, extensions, renewals, replacements and substitutes thereof. At the request of the holder of any

mortgage upon the Subleased Premises or any property of which the Subleased Premises is a part may subordinate the lien of such mortgage to this Sublease, thereby making this Sublease superior to such mortgage, by recording in the Rockingham County Registry of Deeds, a Notice of Subordination or other document of like effect, executed unilaterally by such mortgage. Whether the lien of any mortgage are a part shall be superior or subordinate to this Sublease and the lien hereof, Sublessee agrees that , if requested by Sublessor or the holder of such mortgage, it will attorn to the holder of such mortgage or anyone claiming under such holder and their respective successors and assigns in the event of foreclosure of or similar action taken under such mortgage.

Once Sublessee has received written notice identifying the name and address of any lender (a "Lender") holding a mortgage or deed of trust (a "Mortgage") on the property of which the Subleased Premises form a part, Sublessee agrees to notify such Lender by certified mail, return receipt requested, with postage prepaid, of any default on the part of Sublessor under this Sublease, and Sublessee further agrees that, notwithstanding any provisions of this Sublease, no cancellation or termination of this Sublease and no abatement or reduction of the rent payable hereunder shall be effective unless the Lender has received notice of the same and have failed within thirty (30) days after the time when it shall have become entitled under the Mortgage to remedy the same, to commence to cure such default and thereafter diligently prosecute such cure to completion, provided that such period may be extended, if the Lender needs to obtain possession of the Property to cure such default, to allow the Lender to obtain possession of the Property provided the Lender commences judicial or non-judicial proceedings to obtain possession within such period and thereafter diligently prosecutes such efforts and cure to completion. It is understood that the Lender shall have the right, but not the obligation, to cure any default on the part of Sublessor.

Sublessee agrees that if a Lender shall succeed to the interest of Sublessor under this Sublease, neither the Lender nor its successors or assigns shall be: liable for any prior act or omission of Sublessor; subject to any claims, offsets, credits or defenses which Sublessee might have against any prior Sublessor (including Sublessor); or bound by any assignment (except as otherwise expressly permitted hereunder), surrender, release, waiver, amendment or modification of the Sublease made without such Lender's prior written consent; or obligated to make any payment to Sublessee or liable for refund of all or any part of any security deposit or other prepaid charge to Sublessee held by Sublessor for any purpose unless the Lender shall have come into exclusive possession of such deposit or charge. In addition, if a Lender shall succeed to the interest of Sublessor under this Sublease, the Lender shall have no obligation, nor incur any liability, beyond its then equity interest, if any, in the Property.

In the event that a Lender (or any person or entity to whom the Mortgage may subsequently be assigned) notifies Sublessee of a default under the Mortgage and demands that Sublessee pay its rent and all other sums due under this Sublease to the Lender, Sublessee shall honor such demand without inquiry and pay its rent and all other sums due under this Sublease directly to the Lender or as otherwise required pursuant to such notice and shall not thereby incur any obligation or liability to Sublessor.

Sublessee agrees and acknowledges that this Sublease is subordinate to the lien of any Mortgage, but that, at the Lender's election, this Sublease may be made prior to the lien of any Mortgage, and in the event a Lender succeeds to the interests of Sublessor under this Sublease, then, at the Lender's election (A)Sublessee shall be bound to the Lender under all of the terms, covenants and conditions of this Sublease for the remaining balance of the term hereof, with the same force and effect as if the Lender were the lessor hereunder, and Sublessee does hereby agree to attorn to the Lender as its lessor without requiring the execution of any further instruments immediately upon the Lender succeeding to the interests of Sublessor under this Sublease; provided, however, that Sublessee agrees to execute and deliver to the Lender any instrument reasonably requested by it to evidence such attornment; and (B)subject to the observance and performance by Sublessee of all the terms, covenants and conditions of this Sublease on the part of Sublessee to be observed and performed, the Lender shall recognize the leasehold estate of Sublessee under all of the terms and conditions of this Sublease for the remaining balance of the term with the same force and effect as if the Lender were the lessor under the Sublease.

Sublessee agrees, at any time and from time to time, as requested by Sublessor or any Lender, upon not less than ten (10) days' prior notice, to execute and deliver without cost or expense to the Sublessor or such Lender an estoppel certificate certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), certifying the dates to which all fixed or base rent and any additional rent have been paid, and stating whether or not, to the best knowledge of Sublessee, Sublessor is in default in the performance of any of its obligations under this Sublease, and, if so, specifying each such default of which Sublessee may have knowledge, it being intended that any such statement delivered pursuant thereto may be relied upon by any other person with whom Sublessor or such Lender may be dealing.

ARTICLE 20

CERTIFICATE

Within ten (10) days after written request therefor by Sublessor, Sublessee agrees to deliver to Sublessor or to any mortgagee a certificate stating (if such be the case) that Sublessee has entered into occupancy of the Subleased Premises in accordance with the provisions of this Sublease, that this Sublease is in full force and effect (if such be the case), that Sublessor has performed the construction required of Sublessor, and any other information reasonably requested.

ARTICLE 21

DELEGATION, ASSIGNMENT, SUBLEASES, MORTGAGE

21.1. Delegation. Sublessee shall not have the right to delegate any of its responsibilities or obligations under this Sublease.

21.2. Assignment. Sublessee may, without the approval of Sublessor, assign its rights under this Sublease to a related corporation as long as Sublessee retains at least fifty-one percent (51%) controlling interest in such related corporation. All other assignments shall be subject to approval of Sublessor and PDA, which approval shall not be withheld unreasonably.

21.3. Subleases. Sublessee may not enter into any sublease of the Subleased Premises without Sublessor's prior written approval. Any request for Sublessor's approval shall be made at least forty-five (45) days prior to the commencement of such tenancy and shall provide detailed information concerning the identity and financial condition of the proposed sublessee and the terms and conditions of the proposed sublease. Sublessor shall not unreasonably withhold its consent to such sublease if: (1) the use of the Subleased Premises associated with any sublease(s) is permitted under Article 8, (2) the sublease(s) are consistent with the terms and conditions of this Sublease and the Primary Sublease; provided, however, that Sublessee may rent the subleased area at rentals deemed appropriate by Sublessee, (3) Sublessee remains primarily liable to Sublessor to pay rent and to perform all other obligations to be performed by Sublessee under this Sublease, (4) the proposed sublessee is financially and operationally responsible and (5) PDA has given its approval to the proposed sublease. [In the event the rent for the Subleased Premises exceeds the rental charged to Sublessee under Article 4, Sublessee shall remit sixty percent (60%) of such excess to Sublessor upon receipt by Sublessee; provided, however, that any rental received by Sublessee during a period in which no rental is due to Sublessor shall be paid in its entirety to Sublessor.]

21.4. Continuing Liability of Sublessee. No subletting, assignment or transfer, whether Sublessor's consent is required or otherwise given hereunder, shall release Sublessee's obligations or alter the primary liability of Sublessee to pay the rent and to perform all other obligations to be performed by Sublessee hereunder. The acceptance of rent by Sublessor from any other person shall not be deemed to be a waiver by Sublessor of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. If any assignee of Sublessee or any successor of Sublessee defaults in the performance of any of the terms hereof, Sublessor may proceed directly against Sublessee without the necessity of exhausting remedies against such assignee or successor. If Sublessee assigns this Sublease, or sublets all or a portion of the Subleased Premises, or requests the consent of Sublessor to any assignment or subletting, or if Sublessee requests the consent of Sublessor for any act that Sublessee proposes to do, then Sublessee shall pay Sublessor's reasonable processing fee and reimburse Sublessor for all reasonable attorneys' fees incurred in connection therewith. Any assignment or subletting of the Subleased Premises that is not in compliance with the provisions of this Article XXI shall be void and shall, at the option of Sublessor, terminate this Sublease.

21.5. Notwithstanding any other provision of this Sublease, any assignment or sublease shall comply with the provision of Article XXII including the notice requirements of Condition 10.8 of the FFA (as that term is defined in Section 22.8) and the terms and

conditions of the Primary Sublease.

21.6. Mortgages. Except as otherwise expressly agreed to by PDA in writing, Sublessee shall not have the right to engage in any financing or other transaction creating any mortgage upon the Subleased Premises. Any approval of PDA shall be expressly subject to the Primary Sublease and any applicable terms and conditions of the Deed.

ARTICLE 22

ENVIRONMENTAL PROTECTION

22.1. Sublessee and any sublessee or assignee of Sublessee shall comply with all federal, state, and local laws, regulations, and standards that are or may become applicable to Sublessee's or Sublessee's or assignee's activities at the Subleased Premises, including but not limited to, the applicable environmental laws and regulations identified in Exhibit 7, as amended from time to time.

22.2. Sublessee and any sublessee or assignee of Sublessee shall be solely responsible for obtaining at their cost and expense any environmental permits required for their operations under this Sublease or any sublease or assignment, independent of any existing Airport permits.

22.3. Sublessee shall indemnify, defend and hold harmless Sublessor, PDA and the Air Force against and from all claims, judgments, damages, penalties, fines, costs and expenses, liabilities and losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on the use of the Premises, and sums paid in settlement of claims, attorneys' fees, consultants' fees and experts' fees), resulting or arising from discharges, emissions, spills, releases, storage, or disposal of any Hazardous Substances, or any other action by the Sublessee, or any sublessee or assignee of the Sublessee, giving rise to Sublessor or PDA or Air Force liability, civil or criminal, or responsibility under federal, state or local environmental laws.

This indemnification of Sublessor and PDA and Air Force by Sublessee includes, without limitation, any and all claims, judgment, damages, penalties, fines, costs and expenses, liabilities and losses incurred by Sublessor or PDA or Air Force in connection with any investigation of site conditions, or any remedial or removal action or other site restoration work required by any federal, state or local governmental unit or other person for or pertaining to any discharges, emissions, spills, releases, storage or disposal of Hazardous Substances arising or resulting from any act or omission of the Sublessee or any sublessee or assignee of the Sublessee at the Subleased Premises after the Occupancy Date. "Occupancy Date" as used herein shall mean the earlier of the first day of Sublessee's occupancy or use of the Subleased Premises or the date of execution of this Sublease. "Occupancy" or "Use" shall mean any activity or presence including preparation and construction in or upon the Subleased Premises.

The provisions of this Section shall survive the expiration or termination of the Sublease, and the Sublessee's obligations hereunder shall apply whenever the Sublessor or the Air Force incurs costs or liabilities for the Sublessee's actions of the types described in this Article.

22.4. Notwithstanding any other provision of this Sublease, Sublessee and its sublessees and assignees do not assume any liability or responsibility for environmental impacts and damage caused by the use by the Air Force of Hazardous Substances on any portion of the Airport, including the Subleased Premises. The Sublessee and its sublessees and assignees have no obligation to undertake the defense, remediation and cleanup, including the liability and responsibility for the costs of damages, penalties, legal and investigative services solely arising out of any claim or action in existence now, or which may be brought in the future by any person, including governmental units against the Air Force, because of any use of, or release from, any portion of the Airport (including the Subleased Premises) of any Hazardous Substances prior to the Occupancy Date.

22.5. As used in this Sublease, the term "Hazardous Substances" means any hazardous or toxic substance, material or waste, oil or petroleum product, which is or becomes regulated by any local governmental authority, the State of New Hampshire or the United States Government. The term "Hazardous Substances" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," under New Hampshire RSA ch. 147-A, (ii) defined as a "hazardous substance" under New Hampshire RSA ch. 147-B, (iii) oil, gasoline or other petroleum product, (iv) asbestos, (v) listed under or defined as hazardous substance pursuant to Part Hc. P 1905 ("Hazardous Waste Rules") of the New Hampshire Code of Administrative Rules, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317, (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601) and (ix) so defined in the regulations adopted and publications promulgated pursuant to any of such laws, or as such laws or regulations may be further amended, modified or supplemented (collectively "Hazardous Substance Laws").

As used in this Sublease, the terms "release" and "storage" shall have the meanings provided in RSA 147-B:2, as amended, and the term "disposal" shall have the meaning provided in RSA 147-A:2.

22.6. Sublessor's rights under this Sublease and PDA's rights under the Primary Sublease specifically include the right for Sublessor and PDA to inspect the Subleased Premises and any buildings or other facilities thereon for compliance with environmental, safety, and occupational health laws and regulations, whether or not the Sublessor or PDA is responsible for enforcing them. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections.

22.7. Notwithstanding any other provision of this Sublease and pursuant to the Primary Sublease, PDA is not responsible for any removal or containment of asbestos. If Sublessee and any sublessee or assignee intend to make any improvements or repairs that require the removal of asbestos, an appropriate asbestos disposal plan must be incorporated in the plans and specifications. The asbestos disposal plan shall identify the proposed disposal site for the asbestos. In addition, non-friable asbestos which becomes friable through or as a consequence of the activities of Sublessee will be abated by Sublessee at its sole cost and expense. The Sublessor hereby certifies that the leased premises and the building containing the leased premises are free of any asbestos materials.

22.8. Sublessor and Sublessee acknowledge that the Airport has been identified as a National Priority List (NPL) Site under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended. Sublessee acknowledges that Sublessor has provided it with a copy of the Pease Federal Facility Agreement ("FFA") entered into by EPA, and the Air Force on April 24, 1991, and Modification No. 1 thereto, effective March 18, 1993, agrees that it will comply with the terms of the FFA to the extent the same may be applicable to the Subleased Premises and that should any conflict arise between the terms of the FFA and the provisions of this Sublease, the terms of the FFA will take precedence. The Sublessee further agrees that the Sublessor and PDA assume no liability to the Sublessee or any sublessee or assignee of Sublessee should implementation of the FFA interfere with their use of the Subleased Premises. The Sublessee and its sublessee(s) and assignee(s) shall have no claim on account of any such interference against the Sublessor, or PDA or any officer, agent, employee or contractor thereof, other than a claim to Sublessor for abatement of rent.

Pursuant to its obligations under Federal law, the Parties hereto acknowledge receipt of the "Notices and Covenants Related to Section 120(h)(3) of CERCLA, as amended. The notice and a description of remedial action by the Air Force are set forth in Paragraph VI of the Deed.

22.9. The Air Force, EPA, and NHDES and their officers, agents, employees, contractors, and subcontractors have the right, upon reasonable notice to the Sublessee and any sublessee or assignee, to enter upon the Subleased Premises for the purposes enumerated in this subparagraph and for such other purposes consistent with the FFA:

- (1) to conduct investigations and surveys, including, where necessary, drilling, testpitting, borings and other activities related to the Pease Installation Restoration Program ("IRP") or the FFA (the term IRP as used herein refers to the broad Department of Defense-wide program to identify, investigate and clean ups contaminated areas on military installations as described in the Department of Defense Instruction Number 4715.7;
- (2) to inspect field activities of the Air Force and its contractors and subcontractors in implementing the IRP or the FFA;
- (3) to conduct any test or survey required by the EPA or NHDES

relating to the implementation of the FFA or environmental conditions at the Subleased Premises or to verify any data submitted to the EPA or NHDES by the Air Force relating to such conditions;

(4) to construct, operate, maintain or undertake any other response or remedial action as required or necessary under the IRP or the FFA, including, but not limited to monitoring wells, pumping wells and treatment facilities.

22.10. Sublessee and its sublessees and assignees agree to comply with the provisions of any health or safety plan in effect under the IRP or the FFA during the course of any of the above described response or remedial actions. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Sublessee and any sublessee or assignee. Sublessee and any sublessee or assignee shall have no claim on account of such entries against the State as defined in FFA or any officer, agent, employee, contractor, or subcontractor thereof.

Sublessor and its sublessees and assignees agree to comply with the provisions of the "Environmental Use Restrictive Covenants" set forth in Paragraph VI.B of the Deed. It is the intent of the Air Force and the PDA that the Environmental Use Restrictions bind Sublessor and its sublessees and assignees, and that the Air Force reserves to itself the enforcement of this restrictive covenant against Sublessor and its sublessees hereunder.

22.11. Sublessee further agrees that in the event of any authorized sublease or assignment of the Subleased Premises, it shall provide to the Air Force, EPA and NHDES by certified mail a copy of the agreement of sublease or assignment of the Subleased Premises within fourteen (14) days after the effective date of such transaction. Sublessee may delete the financial terms and any other proprietary information from any sublease or assignment submitted to the above mentioned entities.

22.12. The Airport air emissions offsets and Air Force accumulation points for hazardous and other wastes will not be made available to Sublessee. Sublessee shall be responsible for obtaining from some other source(s) any air pollution credits that may be required to offset emissions resulting from its activities under the Sublease.

22.13. Any permit required under Hazardous Substance Laws for the management of Hazardous Substances stored or generated by Sublessee or any sublessee or assignee of Sublessee shall be obtained by Sublessee or its sublessees or assignee and shall be limited to generation and transportation. Any violation of this requirement shall be deemed a material breach of this Sublease. Sublessee shall provide at its own expense such hazardous waste storage facilities, complying with all laws and regulations, as it needs for management of its hazardous waste.

22.14. Sublessee, and any sublessee or assignee of Sublessee whose operations utilize Hazardous Substances, shall have a completed and approved plan for responding to Hazardous Substances spills prior to commencement of operations on the Subleased Premises. Such plan shall comply with changes in site conditions or applicable

requirements and shall be updated from time to time, as may be required to comply with changes in site conditions or applicable requirements and shall be approved by agencies having regulatory jurisdiction over such plan. Such plan shall be independent of, but not inconsistent with, any plan or other standard of PDA applicable to the Airport and except for initial fire response and/or spill containment, shall not rely on use of the Airport or Sublessor personnel or equipment. Should the Sublessor provide any personnel or equipment, whether for initial fire response and/or spill containment or otherwise, on request of the Sublessee, or because the Sublessee was not, in the opinion of Sublessor, conducting timely cleanup actions, the Sublessee agrees to reimburse the Sublessor for its costs.

22.15. Sublessee, and any sublessee or assignee of Sublessee, must maintain and make available to PDA, the Air Force, EPA and NHDES all records, inspections logs, and manifests that tract the generation, handling, storage, treatment and disposal of hazardous waste, as well as all other records required by applicable laws and requirements. PDA and the Air Force reserve the right to inspect the Subleased Premises and Sublessee's, its sublessee's or assignee's records for compliance with Federal, State, local laws, regulations, and other requirements relating to the generation, handling, storage, treatment and disposal of hazardous waste, as well as the discharge or release of hazardous substances. Violations may be reported by PDA and the Air Force to appropriate regulatory agencies, as required by applicable law. The Sublessee, its sublessees or assignees shall be liable for the payment of any fines and penalties or costs which may accrue to the United States of America or PDA as a result of the actions of Sublessee, its sublessees or assignees, respectively.

22.16 Prior to the storage, mixing, or application of any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, the Sublessee, its sublessees and assignees shall prepare a plan for storage, mixing and application of pesticides ("Pesticide Management Plan"). The Pesticide Management Plan shall be sufficient to meet all applicable Federal, State and local pesticide requirements. The Sublessee, its sublessees and assignees shall store, mix and apply all pesticides within the Subleased Premises only in strict compliance with the Pesticide Management Plan. The pesticides will only be applied by a licensed applicator.

22.17 The Sublessee, its sublessees and assignees must notify the Sublessor and the Site Manager of its intent to possess, store, or use any licensed or licensable source or byproduct materials, as those terms are defined under the Atomic Energy Act and its implementing regulations; of Sublessee's, its sublessees and assignees intent to possess, use or store radium; and of Sublessee's, its sublessees and assignees intent to possess or use any equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulations, at least sixty (60) days prior to the entry of such materials or equipment upon the Airport. Upon notification, the Sublessor and the Site Manager may impose such requirements, including prohibition of possession, use, or storage, as deemed necessary to adequately protect health and human environment. Thereafter, the Sublessee must notify the Sublessor and the Site Manager of the presence of all licensed or licensable source or other byproduct materials, of the presence of all radium, and of the presence of

all equipment producing ionizing radiation and subject to specific licensing requirements or other individual regulation; provided, however, that the Sublessee, its sublessees and assignees need not make either of the above notifications to the Sublessor and the Site Manager with respect to source and byproduct material which is exempt from regulation under the Atomic Energy Act. The Sublessee shall not, under any circumstances, use, own, possess or allow the presence of special nuclear material on the Subleased Premises.

ARTICLE 23

HOLDING OVER

Holding Over. Any holding over by Sublessee after the expiration of the Term of this Sublease shall be treated as a daily tenancy at sufferance at a rate equal to the then fair rental value of the Subleased Premises but in no event more than one-hundred fifty percent (150%) of the sum of (i) Basic Rent and (ii) Escalation Charges in effect on the expiration date. Sublessee shall also pay to Sublessor all damages, direct and/or indirect (including any loss of a Sublessee or rental income), sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Sublease as far as applicable.

ARTICLE 24

WAIVERS

Failure of Sublessor to complain of any act or omission on the part of Sublessee, no matter how long the same may continue, shall not be deemed to be a waiver by Sublessor of any of its rights hereunder. No waiver by Sublessor at any time, express or implied, or any breach of any provision of this Sublease shall be deemed a waiver of a breach of any other provision of this Sublease or a consent of any subsequent breach of the same or any other provision. If any action by Sublessee shall require Sublessor's consent or approval, Sublessor's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. No payment by Sublessee or acceptance by Sublessor of a lesser amount than shall be due from Sublessee to Sublessor shall be deemed to be anything but payment on account, and the acceptance by Sublessor of a check for a lesser amount with an endorsement or statement thereon, or upon letter accompanying said check that said lesser amount is payment in full, shall not be deemed an accord and satisfaction, and Sublessor may accept said check without prejudice to recover the balance due or pursue any other remedy. Any and all rights and remedies which Sublessor may have under this Sublease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative, and shall not be deemed inconsistent with each other; and no one of them, whether exercised by Sublessor or not, shall be deemed to be in exclusion of any other; and any two or more of all such rights and remedies may be exercised at the same time.

ARTICLE 25

QUIET ENJOYMENT

Sublessor agrees that upon Sublessee's paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, Sublessee shall and may peaceably and quietly have, hold, and enjoy the Subleased Premises during the term of this Sublease without any manner of hindrance or molestation from Sublessor or anyone claiming under Sublessor, subject, however, to the terms of this Sublease and any instruments having a prior lien.

ARTICLE 26

FAILURE OF PERFORMANCE

If Sublessee shall default in the performance or observance of any agreement or condition of this Sublease contained on its part to be performed or observed, other than an obligation to pay money, and shall not cure such default within thirty (30) days after written notice from Sublessor specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence), Sublessor may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Sublessee, and any amount paid or any contractual liability incurred by Sublessor in so doing shall be deemed paid or incurred for the account of Sublessee, and Sublessee agrees to reimburse Sublessor therefor or save Sublessor harmless therefrom; provided that Sublessor may cure any such default as aforesaid prior to the expiration of said waiting period after notice to Sublessee, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or Sublessor's interest therein, or to prevent injury or damage to persons or property. If Sublessee shall fail to reimburse Sublessor upon demand for any amount paid for the account of Sublessee hereunder, said amount, plus interest therefrom from the date of Sublessor's demand at the Lease Interest Rate, shall be added to and become due as a part of the next payment of rent due hereunder.

ARTICLE 27

INTERPRETATIONS

27.1. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This Sublease shall not be modified in any way except by a writing subscribed by both parties.

27.2. Wherever in this Sublease it is provided that the consent or approval of either party must be obtained in order to authorize any act or course of conduct by the other party, the party whose consent or approval is necessary may grant or withhold said consent or approval, except where expressly provided to the contrary in this Sublease, at its sole and absolute discretion and with or without explanation of the reason or reasons for granting or withholding the same.

27.3. In the event of a breach of this Sublease by either party, the prevailing party shall be entitled to reasonable attorneys fees and costs.

27.4. This Sublease shall be governed by the laws of the State of New Hampshire.

ARTICLE 28

NOTICES

All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same certified or registered mail, return receipt requested, postage prepaid, or first class mail, postage prepaid or by mailing the same by Express Mail or by having the same delivered by a commercial delivery service to the following address:

If to Sublessor: One New Hampshire Avenue, L.L.C.
 c/o CPManagement, Inc.
 11 Court Street, Suite 100
 Exeter, New Hampshire 03833

If to Sublessee:

 PrimeLending, a PlainsCapital Company, Inc.
 PrimeLending, a PlainsCapital Company
 Attn: Real Estate Department
 18111 Preston Road, Suite 900
 Dallas, Texas 75252

Copy to:
PrimeLending, a PlainsCapital Company
Attn: Legal Department
18111 Preston Road, Suite 900
Dallas, Texas 75252

SRS-Cresa Lease Administration
c/o PrimeLending, a PlainsCapital Company
Attn: Real Estate Administrator
15660 North Dallas Parkway, Suite 1200

Dallas, Texas 75248

ARTICLE 29

DISPUTES AND LITIGATION

29.1. Except as provided below: In the event of a dispute between the parties, it shall be a condition precedent to the initiation of any formal litigation in a court of competent jurisdiction that the parties shall have meet face to face in a good faith effort to resolve the dispute directly between them. In the event that they are unsuccessful, each party agrees to submit the dispute to alternative dispute resolution, initially by mediation, and the parties shall equally share the expense of such mediation.

In the event that mediation is unsuccessful, the parties shall then submit the dispute to arbitration (binding if the parties agree) in accordance with the Rules of the American Arbitration Association. In the event that arbitration fails, and provided that the parties have participated in the alternative dispute resolution, provisions hereof in good faith, the aggrieved party may then commence litigation.

29.2. The foregoing alternative dispute resolution provisions shall not apply in the event that either party reasonably requires immediate ex parte and/or injunctive relief from a Court of competent jurisdiction.

ARTICLE 30

MISCELLANEOUS

30.1. Any actions or proceedings with respect to any matters arising under or growing out of this Sublease shall be instituted and prosecuted only in the courts located in the State of New Hampshire. Nothing contained in this Article or any other provision of this Sublease shall be deemed to constitute a waiver of the sovereign immunity of the State of New Hampshire, which immunity is hereby reserved to PDA and to the State of New Hampshire.

30.2. Sublessee shall faithfully observe and comply with such rules and regulations as the PDA may adopt for the operation of the Airport and such rules and regulations as Sublessor may adopt for the operation of the building and lot of which the Subleased Premises are a part, which rules and regulations are reasonable and nondiscriminatory as well as all modifications thereof and additions thereto. PDA shall not be responsible to Sublessee for the violation or nonperformance by any other Sublessee of the PDA of such airport rules and regulations, and Sublessor shall not be responsible to Sublessee for the violation or nonperformance by any other Sublessee of Sublessor of any of such rules and

regulations pertaining to the building and the lot of which the Subleased Premises are a part.

30.3. Sublessee agrees to conform to such additional provisions required, from time to time, by the FAA ("FAA Requirements") or its successor with respect to the operation of the Airport, or a portion thereof. The current FAA Requirements are attached hereto as Exhibit 9 and incorporated herein by reference.

30.4. This Sublease is subject and subordinate to any agreements heretofore or hereafter made between PDA and the United States or the Air Force, the execution of which is required to enable or permit transfer of rights or property to PDA for airport purposes or expenditure of federal grant funds for airport improvement, maintenance or development, including, without limitation, the QuitClaim Deed Dated October 13, 2005 and the FFA. Sublessee shall abide by requirements of any agreement between PDA and the United States or the Air Force applicable to the Subleased Premises or Sublessee's activities at the Airport and shall consent to amendments and modifications of this Sublease if required by such agreements or as a condition of PDA's entry into such agreements.

This Sublease is further subject and subordinate to the Primary Sublease between PDA and Sublessor, and Sublessee shall abide by the provisions of the Primary Sublease applicable to the Subleased Premises or Sublessee's activities at the Airport and shall consent to amendments and modifications of this Sublease if required by the Primary Sublease.

30.5. Sublessee acknowledges that PDA, in its sole discretion, shall determine and may from time to time change the routes of surface ingress and egress connecting the Subleased Premises. PDA also reserves the right to further develop the Airport, or such portion of the Airport as is owned or controlled by PDA, as it sees fit, regardless of the desires or views of Sublessee and without interference or hindrance.

30.6. The Sublessee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, that this Sublease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein leased nor shall the Sublessee, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Subleased Premises herein leased.

30.7. All obligations of Sublessee to indemnify, defend and hold harmless Sublessor, PDA and the Air Force and to make any monetary payment to Sublessor, PDA and the Air Force shall survive the termination or expiration of this Sublease. Nothing in this section is meant to extend the right to force performance of any obligation beyond the limits

imposed by law.

30.8. Sublessor's Liability. (a) With respect to any services or utilities to be furnished by Sublessor to Sublessee, Sublessor shall in no event be liable for failure to furnish the same when prevented from doing so by force, major strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Sublessor's reasonable control, or for any cause due to any act or neglect of Sublessee or Sublessee's servants, agents, employees, licensees or any person claiming by, through or under Sublessee; nor shall any such failure give rise to any claim in Sublessee's favor that Sublessee has been evicted, either constructively or actually, partially or wholly.

(b) Sublessor shall not be liable to Sublessee for any loss of business or any other indirect or consequential damages suffered by Sublessee,

(c) With respect to any repairs or restoration which are required or permitted to be made by Sublessor, the same may be made during normal business hours and Sublessor shall have no liability for damages to Sublessee for inconvenience, annoyance or interruption of business arising therefrom.

30.9. Rules and Regulations. Sublessee shall abide by rules and regulations set forth in Exhibit 11 attached hereto and those rules and regulations from time to time established by Sublessor, it being agreed that such rules and regulations will be established and applied by Sublessor in a non-discriminatory fashion, such that all rules and regulations shall be generally applicable to other sublessees of the Building of similar nature to the Sublessee named herein. Sublessor agrees to use reasonable efforts to insure that any such rules and regulations are uniformly enforced, but Sublessor shall not be liable to Sublessee for violation of the same by any other Sublessee or occupant of the Building, or persons having business with them. In the event that there shall be any conflict between such rules and regulations and the provisions of this Sublease, the provisions of this Sublease shall control.

30.10. Additional Charges. If Sublessee shall fail to pay when due any sums under this Sublease designated or payable as an additional charge, Sublessor shall have the same rights and remedies as Sublessor has hereunder for failure to pay Basic Rent.

30.11. Brokerage. Sublessee warrants and represents that Sublessee has dealt with no broker in connection with the consummation of this Sublease other than Clark Jones / Lincoln Property Company (the Broker") and, in the event of any brokerage claims against Sublessor predicated upon prior dealings with Sublessee, Sublessee agrees to defend the same and indemnify Sublessor against any such claim (except any claim by the Broker).

30.12. Termination Option. Subject to the terms and conditions hereafter set forth, Sublessee shall have the right and option (the "Early Termination Option") to terminate this Sublease effective as of the last day of the twenty fourth (24th) full calendar month of the Term (the "Early Termination Date"), provided that each of the Termination Conditions (as

said term is hereafter defined) are satisfied and when required by this Section 30.12. As used herein, the term "Termination Conditions" shall mean that: (i) Sublessee shall provide Sublessor with written notice (an "Early Termination Notice") of its exercise of the Early Termination Option not later than the last day of the 18th full calendar month of the Term, (ii) prior to the Early Termination Date, Sublessee shall deliver to Sublessor the Early Termination Fee which shall be the sum of: (a) the amount of four (4) months Basic Rent and Additional Rent due at the time of the notice, plus (b) the unamortized balance of the Sublessee improvements and commissions paid for by Sublessor, in good funds, and (iii) there shall exist no Default of Sublessee which remains uncured either at the time of the giving of the Early Termination Notice or upon the Early Termination Date. Failure of Sublessee to timely exercise the Early Termination Option specifically in accordance with the terms and provisions of this Section 30.12 or any failure of Sublessee to comply with any of the Termination Conditions within the time and manner provided herein, time being of the essence, shall be deemed a waiver of the Early Termination Option by Sublessee.

30.13. Sublessor will make every attempt to accommodate any expansion requirements of Sublessee, subject to the existing rights of other sublessees.

EXECUTION

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Sublease effective as of the 6 day of August, 2019.

ONE NEW HAMPSHIRE AVENUE, L.L.C.

By: [Signature]
Its: Co-Manager
"Sublessor"

PRIMELENDING, A PLAINSCAPITAL COMPANY, a Texas Corporation

By: [Signature]
W. Keith Klein
Its: COO . EVP
"Sublessee"

STATE OF NEW HAMPSHIRE

: ss.

COUNTY OF [Roussinham]

On this 6 day of August, 2019, before me, J. Russell Doyle, a Notary Public in and for said County and State, personally appeared Daniel Plummer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Co-Manager of One New Hampshire, LLC, and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

[Signature]
Notary Public in and for said County and State

J. Russell Doyle
NOTARY PUBLIC
New Hampshire
My Commission Expires 10-27-2022

STATE OF [Texas]

: ss.

COUNTY OF [Dallas]

On this 1 day of Aug, 2019, before me, Lisa Haubrich, a Notary Public in and for said County and State, personally appeared [Keith Klein], personally known to me (or proved to me on the basis of satisfactory evidence) to be the [COO, EVP] of [PrimeLending] and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

Notary Public in and for said County and State

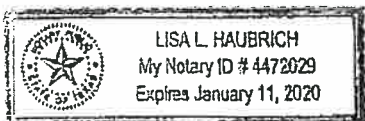


EXHIBIT I

PRIMARY SUBLEASE

EXHIBIT 2

(Intentionally omitted)

EXHIBIT 3

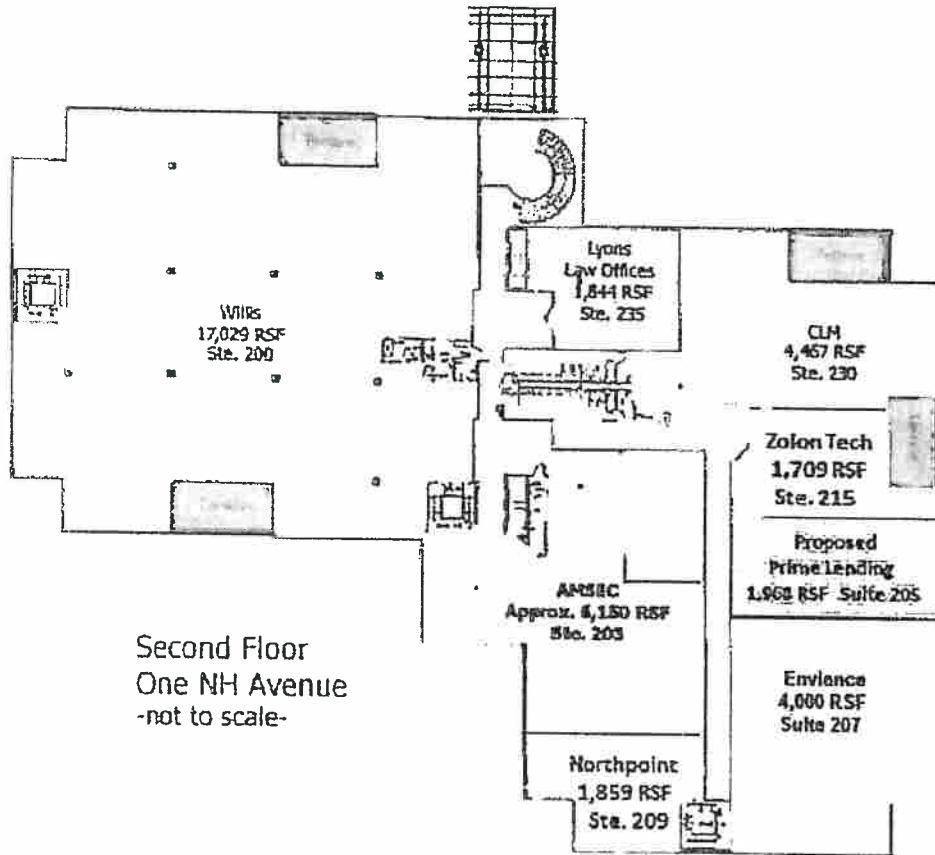
QUITCLAIM DEED OF THE UNITED STATES OF AMERICA ACTING BY AND
THROUGH THE AIR FORCE

EXHIBIT 4

FEDERAL FACILITIES AGREEMENT

EXHIBIT 5

PLANS DESIGNATING THE SUBLEASED PREMISES



Second Floor
One NH Avenue
-not to scale-

EXHIBIT 6

ALTERATIONS

Prime Lending Spec for Landlord Alterations : Scope of Work

Specific Inclusions

General Conditions

- Plans necessary for permitting
- Permits
- Supervision & Support of permitting and construction process
- Dumpsters, temp facilities, ongoing cleanup, scheduling, etc

Demolition

- Remove existing flooring
- Remove existing wall sconces and patch walls for paint
- Remove acoustical ceiling in area of new conference

Interior walls:

- Construct walls to create new conference, IT Room and wall behind reception desk as depicted in sketch
- Walls to be constructed of 3 5/8" 26 gauge metal studs and (1) layer of 5/8" type X drywall on each side. Wall cavity will be filled with fiberglass soundbatt insulation
- Walls will receive a Level 4 finish
- There will be a roughly 48-72" wide by 84" tall opening in the conference wall for glass
 - Glass to be installed using aluminum U-Channel top and bottom. Joints between panes will be sealed with silicone

Electrical

- (3) duplex outlets to be located in the walls at conference room. Location TBD by tenant. Floor outlets are specifically excluded as are overhead projectors, screens, monitors, etc
- (2) duplex outlets in new Electrical IT room
- Mount 4x4 plywood on wall for tenant's vendor to use for IT equipment
- Fire alarm modifications as required by code
- Modify switching and lighting in area of new conference to accommodate revised layout
- Any new lights required will match existing
- Low voltage wiring (A V, Voice, Data, etc), other than Fire Alarm, is excluded this work is to be by Tenant's vendor

HVAC

- Redistribute ductwork from existing VAV's to accommodate new layout
- T-stats are anticipated to stay in current locations (no control work is being carried)

Fire Suppression

- Relocate sprinkler heads for new layout to meet required sprinkler coverage per code

Finishes

- Reframe ACT ceiling in conference room materials to match existing ceilings
- All walls to receive (2) finish coats of latex paint color TBD by tenant
- Furnish and install new carpet throughout 26 oz Shaw Neyland III broadloom
- Furnish and install new vinyl base throughout Johnsonite 4" traditional cove base

Doors & Hardware

- Install (2) new 3'0" x 7'0" doors (one for conference, one for electrical room)
 - Doors to match existing
 - Hardware to be Falcon B or W series
 - IT Room door to have louvre cutout at base

Specific Exclusions:

- Work hours other than M-F 7AM – 5 PM
- Furniture of any kind

EXHIBIT 6 CONT.

- Moving of Tenant's FF&E
- Accommodation of Tenant's FF&E prior to Certificate of Occupancy
- Wiring of tenant's furniture
- Low voltage wiring other than fire alarm
- Structural enhancements of any kind – it is assumed tenant's use and FF&E will not require enhancement of floor structure

FLOORPLAN Not to Scale

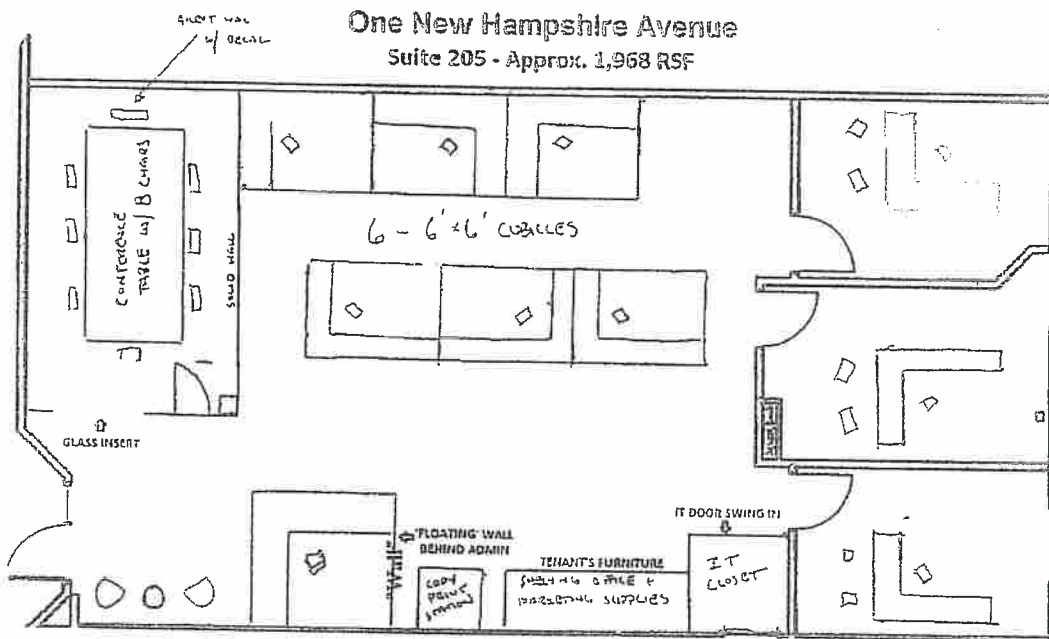


EXHIBIT 7

LIST OF ENVIRONMENTAL LAWS AND REGULATIONS

- Air Quality:
- (a) Clean Air Act & Amendments, 42 U.S.C. 7401-7642
 - (b) 40 CFR Parts 50-52, 61, 62, 65-67, 81
 - (c) RSA ch. 125-C, Air Pollution Control, and rules adopted thereunder
 - (d) RSA ch. 125-H, Air Toxic Control Act, and rules adopted thereunder
- Hazardous Materials:
- (a) Hazardous Materials Transportation Act, 49 U.S.C. 1801-1813, and Department of Transportation Regulations thereunder
 - (b) Emergency Planning and Community Right-To-Know Act, 42 U.S.C. 11001-11050
 - (c) 49 CFR Parts 100-179
 - (d) 40 CFR Part 302
 - (e) RSA ch. 277-A, Toxic Substances in the Workplace, and rules adopted thereunder
- Hazardous Waste:
- (a) Resource Conservation and Recovery Act (RCRA) of 1976 and RCRA Amendments of 1984, 42 U.S.C. 6901-6991i
 - (b) Comprehensive Environmental Response,, Compensation, and Liability Act (CERCLA) of 1980, as amended, 42 U.S.C. 9601-9675
 - (c) 40 CFR Parts 260-271, 300, 302
 - (d) RSA ch. 147-A, Hazardous Waste Management and rules adopted thereunder
- Water Quality :
- (a) Federal Water Pollution Control Act (Clean Water Act) and Amendments, 33 U.S.C. 1251-1387
 - (b) Safe Drinking Water Act, as amended, 42 U.S.C. 300f-300j-26
40 CFR Title 100-143, 401 and 403
 - (c) RSA ch. 146-A, Oil Spillage in Public Waters, and rules adopted thereunder
 - (d) RSA ch. 485, New Hampshire Safe Drinking Water Act, and rules adopted thereunder
 - (e) RSA ch. 485-A, Pollution and Waste Disposal, and rules adopted thereunder

EXHIBIT 8

CERTIFICATE OF GOOD STANDING

TO BE PROVIDED BY SUBLESSEE

EXHIBIT 9

SUBLEASE PROVISIONS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION

1. Sublessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that in the event facilities are constructed, maintained, or otherwise operated on the Subleased Premises, for a purpose for which a United States Department of Transportation ("DOT") program or activity is extended or for another purpose involving the provision of similar services or benefits, Sublessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
2. Sublessee, for himself, his personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that: (i) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (iii) that the Sublessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended.
3. That in the event of breach of any of the above nondiscrimination covenants, Sublessor shall have the right to terminate the Sublease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease, had never been made or issued. This provision does not become effective until the procedures of 49 CFR Part 21 are allowed and completed including expiration of appeal rights.
4. Sublessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED THAT the Sublessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.
5. Non-compliance with Provision 4 above shall constitute a material breach thereof and in the event of such noncompliance Sublessor shall have the right to terminate this Sublease, and the estate hereby created without liability therefore or at the election of the Sublessor or the United States either or both of Sublessor or the United States shall have the right to judicially enforce provisions.

6. Sublessee agrees that it shall insert the above five provisions in any lease agreement, by which said Sublessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Subleased Premises.
7. Sublessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Sublessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Sublessee assures that it will require that its covered suborganizations provide assurance to the Sublessor, that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
8. Sublessor reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of the Sublessee and without interference or hindrance.
9. Sublessor reserves the right, but shall not be obligated to the Sublessee to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Sublessee in this regard.
10. This Sublease shall be subordinate to the provisions and requirements of any existing or future agreement between the Sublessor and the United States, relative to the development, operation or maintenance of the airport.
11. There is hereby reserved to Sublessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Subleased Premises. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the airport.
12. Sublessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of building is planned for the Subleased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on Subleased Premises.
13. Sublessee, by accepting this Sublease expressly agrees for itself, its successors and assigns that it shall not erect nor permit the erection of any structure or object nor permit the growth of any tree on the land leased hereunder above the mean sea level elevation of [] feet. In the event the aforesaid covenants are breached, Sublessor reserves the right to enter upon the Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Sublessee.
14. Sublessee, by accepting this Sublease, agrees for itself, its successors and assigns that it will not make use of the Subleased Premises in any manner which might interfere with the landing

and taking off of aircraft from the airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, Sublessor reserves the right to enter upon the Subleased Premises, and cause the abatement of such interference at the expense of the Sublessee.

15. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1958 (49 U.S.C. 1349a).

16. This Sublease and all the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said airport or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

EXHIBIT 10

SUBORDINATION AND NON-DISTURBANCE AGREEMENT

EXHIBIT II
RULES AND REGULATIONS

1. Except as specifically provided in the Sublease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the building or Project without the prior written consent of Sublessor. Sublessor shall have the right to remove, at Sublessee's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of Sublessee by a person approved by Sublessor.
2. If Sublessor objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Sublessee shall immediately discontinue such use. Sublessee shall not place anything against or near glass partitions or doors or windows, which may appear unsightly from outside the Premises.
3. Sublessee shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators or stairways of the Project. The halls, passages, exits, entrances, shopping malls, elevators, escalators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Sublessee's business invitees. Sublessor shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Sublessor would be prejudicial to the safety, character, reputation and interest of the Project and its Sublessees: provided that nothing herein contained shall be construed to prevent such access to persons with whom any Sublessee normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No Sublessee and no employee or invitee of any Sublessee shall go upon the roof(s) of the Project.
4. The directory of the building or Project will be provided exclusively for the display of the name and location of Sublessees only and Sublessor reserves the right to exclude any other names therefrom.
5. All cleaning and janitorial services for the Project and the Premises shall be provided exclusively through Sublessor, and except with the written consent of Sublessor, no person or persons other than those approved by Sublessor shall be employed by Sublessee or permitted to enter the Project for the purpose of cleaning the same. Sublessee shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.
6. Sublessor will furnish Sublessee, free of charge, with two keys to each door lock in the Premises. Sublessor may make reasonable charge for any additional keys. Sublessee shall not make or have made additional keys, and Sublessee shall not alter any lock or install a new additional lock or bolt on any door of its Premises. Sublessee, upon the termination of its tenancy, shall deliver to Sublessor the keys of all doors which have been furnished to

Sublessee, and in the event of loss of any keys so furnished, shall pay Sublessor therefor.

7. If Sublessee requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Sublessor's instructions in their installation.
8. Freight elevator(s) shall be available for use by all Sublessees in the building, subject to such reasonable scheduling as Sublessor, in its discretion, shall deem appropriate. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the building or carried in the elevators except between such hours and in such elevators as may be designated by Sublessor. Sublessee initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items shall, unless otherwise agreed in writing by Sublessor, be made during the hours of 8:00 p.m. to 6:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries shall be made which impede or interfere with other Sublessees or the operation of the building.
9. Sublessee shall not place a load upon any floor of the Premises, which exceeds the load per square foot, which such floor was designed to carry and which is allowed by law. Sublessor shall have the right to prescribe the weight, size and position of all equipment; materials, furniture or other property brought into the building. Heavy objects shall, if necessary by Sublessor, stand on such platforms as determined by Sublessor to be necessary to properly distribute the weight, which platforms shall be provided at Sublessee's expense. Business machines and mechanical equipment belonging to Sublessee, which cause noise or vibration that may be transmitted to the structure of the building or to any space therein to such a degree as to be objectionable to Sublessor or to any Sublessees in the building, shall be placed and maintained by Sublessee, at Sublessee's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the building must be acceptable to Sublessor. Sublessor will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the building by maintaining or moving such equipment or other property shall be repaired at the expense of Sublessee.
10. Sublessee shall not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Sublessee shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Sublessor or other occupants of the building by reason of noise, odors or vibrations, nor shall Sublessee bring into or keep in or about the Premises any birds or animals.
11. Sublessee shall not use any method of heating or air conditioning other than that supplied by Sublessor.
12. Sublessee shall not waste electricity, water or air conditioning and agrees to cooperate fully with Sublessor to assure the most effective operation of the building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Sublessee has actual notice, and shall refrain from attempting to adjust controls. Sublessee shall keep corridor doors closed, and shall close window coverings at the end of each business day.

13. Sublessor reserves the right, exercisable without notice and without liability to Sublessee, to change the name and street address of the building.
14. Sublessor reserves the right to exclude from the building between the hours of 8:00 p.m. and 7:00 a.m. the following day, or such other hours as may be established from time to time by Sublessor, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the building and has a pass or is properly identified. Sublessee shall be responsible for all persons for whom it requests passes and shall be liable to Sublessor for all acts of such persons. Sublessor shall not be liable for damages for any error with regard to the admission to or exclusion from the building of any person. Sublessor reserves the right to prevent access to the building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.
15. Sublessee shall close and lock the doors of its Premises and entirely shut off all water faucets or other apparatus, and electricity, gas or air outlets before Sublessee and its employees leave the Premises. Sublessee shall be responsible for any damage or injuries sustained by other Sublessees or occupants of the building or by Sublessor for noncompliance with this rule.
16. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Sublessee who, or whose employees or invitees shall have caused it.
17. Sublessee shall not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Sublessee shall not make any room-to-room solicitation of business from other Sublessees in the Project. Sublessee shall not use the Premises for any business or activity other than that specifically provided for in Sublessee's Sublease.
18. Sublessee shall not install any radio or television antenna, loudspeaker or other devices on the roof(s) or exterior walls of the building or Project. Sublessee shall not interfere with radio or television broadcasting or reception from or in the Project or elsewhere.
19. Sublessee shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Sublease pertaining to alterations. Pictures, artwork and bulletin boards may be hung provided proper materials are used. Sublessor reserves the right to direct electricians as to where and how telephones and telegraph wires are to be introduced to the Premises. Sublessee shall not cut or bore holes for wires. Sublessee shall not affix any floor covering to the floor of the Premises in any manner except as approved by Sublessor. Sublessee shall repair any damage resulting from noncompliance with this rule.
20. Sublessee shall not install, maintain or operate upon the Premises any vending machines without the written consent of Sublessor.
21. Canvassing, soliciting and distribution of handbills or any other written material and

- peddling in the Project are prohibited, and Sublessee shall cooperate to prevent such activities.
22. Sublessor reserves the right to exclude or expel from the Project any person whom, in Sublessor's judgement, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
 23. Sublessee shall not store all its trash and garbage within its premises or in other facilities provided by Sublessor. Sublessee shall not place in any trash box or receptacle any material, which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal shall be made in accordance with directions issued from time to time by Sublessor.
 24. The Premises shall not be used for the storage of merchandise held for sale to the general public, or for lodging or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No cooking shall be done or permitted on the Premises without Sublessor's consent, except that use by Sublessee of Underwriters' Laboratory approved equipment for brewing coffee, tea, hot chocolate and similar beverages or use of microwave ovens for employee use shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.
 25. Sublessee shall not use in any space or in the public halls of the Project any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Sublessor may approve. Sublessee shall not bring any other vehicles of any kind into the building or Project.
 26. Without the written consent of Sublessor, Sublessee shall not use the name of the building or Project in connection with or in promoting or advertising the business of Sublessee except as Sublessee's address.
 27. Sublessee shall comply with all safety, fire protection and evacuation procedures and regulations established by Sublessor or any governmental agency.
 28. Sublessee assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.
 29. Sublessee's requirements will be attended to only upon appropriate application to the Project management office by an authorized individual. Employees of Sublessor shall not perform any work or do anything outside of their regular duties unless under special instructions from Sublessor, and no employee of Sublessor will admit any person (Sublessee or otherwise) to any office without specific instructions from Sublessor.
 30. Sublessor may waive any one or more of these Rules and Regulations for the benefit of Sublessee or any other Sublessee, but no such waiver by Sublessor shall be construed as a waiver of such Rules and Regulations in favor of Sublessee or any other Sublessee, nor prevent Sublessor from thereafter enforcing any such Rules and Regulations against any or all of the Sublessees of the Project.
 31. These Rules and Regulations are in addition to, and shall not be construed to in any way

modify or amend in whole or in part, the terms, covenants, agreements and conditions of the Sublease.

32. Sublessor reserves the right to make such other and reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Project and for the preservation of good order therein. Sublessee agrees to abide by all such Rules and Regulations herein above stated and any additional rules and regulations which are adopted.
33. Sublessee shall be responsible for the observance of all the foregoing rules by Sublessee's employees, agents, clients, customers, invitees and guests.
34. Sublessor shall furnish, free of charge, a reasonable number of access cards to Sublessee for the purpose of accessing exterior doors to the Building. Sublessee, upon termination of its tenancy, shall return all access cards, which have been furnished, to the Sublessor and in the event of loss of any cards so furnished, Sublessee shall pay Sublessor therefore.

EXHIBIT 13
ONE NEW HAMPSHIRE AVENUE
CLEANING SPECIFICATIONS

I. CLEANING

A. Office Area

Daily: (Monday through Friday 6:00-10:00 p.m.; holidays excepted).

1. Empty and clean all waste receptacles and ash trays and remove waste materials from the premises; wash receptacles as necessary.
2. Sweep and dust mop all uncarpeted areas using a dust-treated mop.
3. Vacuum all rugs and carpeted areas paths of travel only. Detail vacuum once weekly.
4. Hand dust and wipe clean with treated cloths all horizontal surfaces including furniture, office equipment, window sills, door ledges, chair rails, and convector tops, within normal reach.
5. Wash clean all water fountains.
6. Wipe clean all brass and other bright work.
7. Upon completion of cleaning, all lights will be turned off and doors locked, leaving the premises in an orderly condition.

Quarterly:

Dusting not reached in daily cleaning to include:

- a. Dusting all pictures, frames, charts, graphs, and similar wall hangings.
- b. Dusting all vertical surfaces, such as walls, partitions, doors, and ducts.
- c. Dusting of all pipes, ducts, and high moldings.
- d. Dusting of all venetian blinds.

B. Lavatories (Common Area)

Daily: (Monday through Friday, inclusive; holidays excepted).

1. Sweep and damp mop floors.
2. Clean all mirrors, powder shelves, dispensers and receptacles, bright work, flushometers, piping, and toilet seat hinges.
3. Wash both sides of all toilet seats.
4. Wash all basins, bowls, and urinals.
5. Dust and clean all powder room fixtures.
6. Empty and clean paper towel and sanitary disposal receptacles.
7. Remove waste paper and refuse.
8. Refill tissue holders, soap dispensers, towel dispensers, vending sanitary dispensers; materials to be furnished to landlord.
9. A sanitizing solution will be used in all lavatory cleaning.

Monthly:

1. Machine scrub lavatory floors.
2. Wash all partitions and tile walls in lavatories.

C. Main Lobby, Elevators, Building Exterior, and Corridors.

Daily: (Monday through Friday, inclusive, holidays excepted).

1. Sweep and wash all floors.
2. Wash all rubber mats.
3. Clean elevators, wash or vacuum floors, wipe down walls and doors.
4. Spot clean any metal work inside lobby.
5. Spot clean any metal work surrounding building entrance doors.

D. Tenant requiring services in excess of those described above shall request same through landlord, at the Tenant's expense. Such extra services will include carpet cleaning (including spot cleaning) and stripping/refinishing of VCT or other tile floors, cleaning of kitchen appliances, microwaves, dishes etc.

Business Information

Business Details

| | | | |
|---------------------------------------|---|---------------------------------|---|
| Business Name: | PRIMELENDING, A PLAINSCAPITAL COMPANY INC. | Business ID: | 552178 |
| Business Type: | Foreign Profit Corporation | Business Status: | Good Standing |
| Business Creation Date: | 02/15/2006 | Name in State of Incorporation: | PRIMELENDING, A PLAINSCAPITAL COMPANY |
| Date of Formation in Jurisdiction: | 02/15/2006 | | |
| Principal Office Address: | 18111 Preston Road, Suite 900, Dallas, TX, 75252, USA | Mailing Address: | 18111 Preston Road, Suite 900, Dallas, TX, 75252, USA |
| Citizenship / State of Incorporation: | Foreign/Texas | | |
| | | Last Annual Report Year: | 2019 |
| | | Next Report Year: | 2020 |
| Duration: | Perpetual | | |
| Business Email: | CLS-CTARMSevidence@wolterskluwer.com | Phone #: | 972-248-7866 |
| Notification Email: | CLS-CTARMSevidence@wolterskluwer.com | Fiscal Year End Date: | NONE |

Principal Purpose

| S.No | NAICS Code | NAICS Subcode |
|------|--------------------------|---------------|
| 1 | OTHER / Mortgage lending | |

Principals Information

| Name/Title | Business Address |
|--|---|
| Scott Eggen / Director | 18111 Preston Road #900, Dallas, TX, 75252, USA |
| Keith William Klein / Director | 18111 Preston Road #900, Dallas, TX, 75252, USA |
| Keith William Klein / Secretary | 18111 Preston Road, Suite 900, Dallas, TX, 75252, USA |
| Eric Pretzlaff / Director | 18111 Preston Road #900, Dallas, TX, 75252, USA |
| Eric Pretzlaff / Chief Financial Officer | 18111 Preston Road #900, Dallas, TX, 75252, USA |

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 8 Go to Page

Registered Agent Information

Name: C T Corporation System

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Trade Name Information

| Business Name | Business ID | Business Status |
|---|-------------|-----------------|
| Plainscapital Mortgage (/online/BusinessInquire/TradeNameInformation? businessID=376894) | 552176 | Expired |

Trade Name Owned By

| Name | Title | Address |
|------|-------|---------|
|------|-------|---------|

Trademark Information

| Trademark Number | Trademark Name | Business Address | Mailing Address |
|------------------|----------------|------------------|-----------------|
|------------------|----------------|------------------|-----------------|

No records to view.

MEMORANDUM

TO: Pease Development Authority Board of Directors

FROM: David R. Mullen, Executive Director *DRM*

SUBJECT: Executive Director's Report

DATE: September 11, 2019

The purpose of this memorandum is to apprise the Board of the following activity on the Tradeport:

In accordance with the terms of Lease effective October 1, 2000, Shaines & McEachern Company Portsmouth, LLC (as successor to Sarnia Seacoast, L.L.C.) located at 282 Corporate Drive, exercised the second of four (4) five (5) year renewal options. As Shaines & McEachern Company, LLC is not in default under the terms of the Lease, the exercise of the option was approved by the PDA and the Lease was extended through September 30, 2025.



SHAINES & McEACHERN, PA
Attorneys at Law

September 3, 2019

Certified Mail Return Receipt Requested

David R. Mullen, Executive Director
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Re: Option Notice / 282 Corporate Drive

Dear Dave:

Shaines & McEachern Company Portsmouth, LLC, as successor to Sarnia Seacoast, L.L.C. under a certain Sublease dated June 2, 2000, between the Pease Development Authority as Sublessor and Sarnia Seacoast, L.L.C. as Sublessee, hereby gives notice of the exercise of its right to extend the term of the Sublease for 282 Corporate Drive, pursuant to Section 3.2 of the Sublease, for the period October 1, 2020, to September 30, 2025, by delivery of this notice.

Please do not hesitate to contact me regarding any questions you may have concerning this matter.

Sincerely,

Shaines & McEachern Company
Portsmouth, LLC

By: 

Alec L. McEachern

Its: Manager

cc: Lynn Hinchee, PDA General Counsel ✓



MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director *DRM*
RE: Contract Reports
DATE: September 10, 2019

In accordance with Article 3.9.1.1 of the PDA Bylaws, I am pleased to report the following:

Project Name: aboutGOLF
PDA Obligation: \$3,192.00
Board Authority: Director John P. Bohenko on August 19, 2019
Summary: Purchase of supplies needed for the Golf Simulator

400079833

352 Tomahawk Dr
Maumee, OH 43537
419.482.9095
www.aboutgolf.com

Pro Forma Invoice

Date Invoice #
7/11/2019 12808

Bill To

Pease Development Authority
PDA Clubhouse
200 Grafton Dr.
Portsmouth, NH 03801

Ship To

Pease Development Authority
Attn: Tim Riese
PDA Clubhouse
200 Grafton Dr.
Portsmouth, NH 03801

P.O. No. Terms Rep
Ticket# 2548/Matt Delois Net Due MD

| Item | Description | Qty | U/M | Cost | Total |
|----------|---|-----|-----|----------|----------|
| 5049 | Projector, Panasonic PT-VX610U | 2 | ea | 1,375.00 | 2,750.00 |
| 3130 | Screen - Front White New Material (As Per Source Sheet) Screen - "STANDARD" - Front white Trapeze @ 150" wide x 114" tall finished. 12' x 9' image. 2" LOOP on rear / 2" HOOK on front - across top and both side edges. | 2 | ea | 350.00 | 700.00 |
| 3511 | Hitting Strip, One Piece 15" x 68-3/4" x 1" (Actual thickness is 1 1/4") NOTE: - Tee Hole Centered | 3 | ea | 180.00 | 540.00 |
| Discount | Platinum Subscription Discount - 20% | 1 | ea | -798.00 | -798.00 |
| SVC.INS | Installation - Matt Delois TBD | 1 | ea | 0.00 | 0.00 |
| 9510 | Shipping & Handling (ACTUAL CHARGES TO BE BILLED ON FINAL INVOICE) | 1 | ea | 0.00 | 0.00 |

NOTES:
- Per Matt Delois. Please ship UPS Ground.
- Ticket# 2548
- Deposit Required: 50% (\$1,596.00)

Created by: Gail Snyder - 07/11/2019

Please Reference Invoice # on payment.

Subtotal \$3,192.00
Sales Tax (0.0%) \$0.00
Total **\$3,192.00**

Customer Is Responsible For All Sales / Use Taxes

All funds are in US Dollars


Quote Acceptance Signature:

8/20/19
Date:



MOTION

Director Bohenko:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to enter into an agreement with aboutGOLF in a total amount not to exceed \$16,500.00 for the purchase of a three (3) year subscription for the three (3) Pease Golf Course simulators for use at the Pease Golf Course; all in accordance with the memorandum of Scott DeVito, PGA General Manager, dated September 5, 2019, attached hereto.

In accordance with the provisions of RSA 12-G:8 VIII, the Board justifies the waiver of the RFP requirement based on the following reasons:

- The aboutGOLF hardware and software is unique to that company; and
- Going out to bid for software options would require PDA Golf Course to have to purchase a new company's hardware to operate its system.

Note: This motion requires 5 affirmative votes.



MEMORANDUM

To: David R. Mullen, Executive Director *DM*

From: Scott DeVito, PGA General Manager *SDD*

Date: September 5, 2019

Subject: Request to enter into 3 year subscription with AboutGolf Simulators and waive RFP process.

This is a request to enter into a three (3) year subscription with AboutGolf Simulators for the Pease Golf Course simulators at \$5,500.00 per simulator, for a total of \$16,500.00. The subscription fee covers the cost for all three (3) of the simulators software program, full support for any software problems, and a discount to restock any needed hardware items. With Pease committing to the three (3) year subscription, the course will not incur any rate increase during the three (3) year period, will be receiving four (4) new course packages in 2019, and will receive any software updates along with any additional new course releases over the three (3) year term of the subscription.

The AboutGolf system was first purchased in 2010, with multiple updates to equipment and software over the last ten (10) years. This expense exceeds the \$10,000 threshold and we are requesting that the RFP process be waived. The AboutGolf hardware and software is unique to that company. Going out to bid for software options would require PDA Golf Course to have to purchase a new company's hardware to operate its system.

Thank you for your consideration.



aboutGOLF
352 Tomahawk Drive

Maumee Ohio 43537
U.S.A

Invoice

INV-001313

Balance Due
\$5,550.00

Invoice Date : 03 Sep 2019
 Terms : Net 30
 Due Date : 03 Oct 2019
 Sales person : Ryan Phinney
 Reference # : 910
 Subscription Starting Date : 03 Sep 2019
 Subscription Expiration Date : 27 Sep 2022

Bill To
Pease Golf Course
 200 Grafton Drive
 Portsmouth
 03801 NH
 US

| # | Item & Description | Start Date | End Date | Qty | Rate | Tax | Amount |
|---|--|-------------|-------------|-----|----------|------|----------|
| 1 | aG Membership - Business Select 3 Year | 03 Sep 2019 | 27 Sep 2022 | 1 | 5,400.00 | 0.00 | 5,400.00 |
| | The aG Business Select Membership Level Plan 3 Year (ANNUAL FEE) - Select additional items | | | | | | |
| 2 | aG Software - Greenskeeper Update Center | 03 Sep 2019 | 27 Sep 2022 | 1 | 150.00 | 0.00 | 150.00 |
| | The aG Greenskeeper Update Center Package | | | | | | |

Sub Total 5,550.00

N/A (0%) 0.00

Total \$5,550.00

Balance Due \$5,550.00

Notes

Thank you for the payment. You just made our day.

*Note If you are invoiced in July, The terms of your license (for example) will start in August, ending in July of the following year.

Payment Options



- Below are the domestic wire instructions for aboutGOLF Global, Inc. Heritage Bank account:

- INSTRUCTIONS TO SUBMIT ACH / DOMESTIC WIRE PAYMENTS: Remit as Follows:

- Bank Name: Heritage Bank

- Bank Address: 201 5th Ave. SW, Olympia, WA 98501

- ABA / Routing #: 325170835

- Beneficiary Name: aboutGOLF Global, Inc.

- Beneficiary Address: 5150 Carillon Point, Kirkland, WA 98033

- Account #: 101263490

Terms & Conditions

The aboutGolf Terms of service and Customer Acknowledgements:

<http://www.aboutgolf.com/terms-and-conditions/>

<https://www.aboutgolf.com/payment-obligations>

<https://www.aboutgolf.com/acknowledgement>

Authorized Signature



Customer

aboutGOLF®

aboutGOLF
352 Tomahawk Drive

Maumee Ohio 43537
U.S.A

Invoice

INV-001314

Balance Due
\$5,550.00

Invoice Date : 03 Sep 2019

Terms : Net 30

Due Date : 03 Oct 2019

Sales person : Ryan Phinney

Reference # : 911

Subscription
Starting Date : 03 Sep 2019

Subscription
Expiration Date : 27 Sep 2022

Bill To

Pease Golf Course
200 Grafton Drive
Portsmouth
03801 NH
US

| # | Item & Description | Start Date | End Date | Qty | Rate | Tax | Amount |
|---|--|-------------|-------------|-----|----------|------|----------|
| 1 | aG Membership - Business Select 3 Year The aG Business Select Membership Level Plan 3 Year (ANNUAL FEE) - Select additional items | 03 Sep 2019 | 27 Sep 2022 | 1 | 5,400.00 | 0.00 | 5,400.00 |
| 2 | aG Software - Greenskeeper Update Center The aG Greenskeeper Update Center Package | 03 Sep 2019 | 27 Sep 2022 | 1 | 150.00 | 0.00 | 150.00 |

Sub Total 5,550.00

N/A (0%) 0.00

Total \$5,550.00

Balance Due \$5,550.00

Notes

Thank you for the payment. You just made our day.

*Note If you are invoiced in July, The terms of your license (for example) will start in August, ending in July of the following year.

Payment Options



- Below are the domestic wire instructions for aboutGOLF Global, Inc. Heritage Bank account:

- INSTRUCTIONS TO SUBMIT ACH / DOMESTIC WIRE PAYMENTS: Remit as Follows:

- Bank Name: Heritage Bank
- Bank Address: 201 5th Ave. SW, Olympia, WA 98501
- ABA / Routing #: 325170835
- Beneficiary Name: aboutGOLF Global, Inc.
- Beneficiary Address: 5150 Carillon Point, Kirkland, WA 98033
- Account #: 101263490

Terms & Conditions

The aboutGolf Terms of service and Customer Acknowledgements:

<http://www.aboutgolf.com/terms-and-conditions/>

<https://www.aboutgolf.com/payment-obligations>

<https://www.aboutgolf.com/acknowledgement>

Authorized Signature



Customer



aboutGOLF
352 Tomahawk Drive

Maumee Ohio 43537
U.S.A

Invoice

INV-001315

Balance Due
\$5,550.00

Invoice Date : 03 Sep 2019

Terms : Net 30

Due Date : 03 Oct 2019

Sales person : Ryan Phinney

Reference # : 912

Subscription
Starting Date : 03 Sep 2019

Subscription
Expiration Date : 27 Sep 2022

Bill To
Pease Golf Course
200 Grafton Drive
Portsmouth
03801 NH
US

| # | Item & Description | Start Date | End Date | Qty | Rate | Tax | Amount |
|---|--|-------------|-------------|-----|----------|------|----------|
| 1 | aG Membership - Business Select 3 Year The aG Business Select Membership Level Plan 3 Year (ANNUAL FEE) - Select additional items | 03 Sep 2019 | 27 Sep 2022 | 1 | 5,400.00 | 0.00 | 5,400.00 |
| 2 | aG Software - Greenskeeper Update Center The aG Greenskeeper Update Center Package | 03 Sep 2019 | 27 Sep 2022 | 1 | 150.00 | 0.00 | 150.00 |

Sub Total 5,550.00

N/A (0%) 0.00

Total \$5,550.00

Balance Due \$5,550.00

Notes

Thank you for the payment. You just made our day.

*Note If you are invoiced in July, The terms of your license (for example) will start in August, ending in July of the following year.

Payment Options

- Below are the domestic wire instructions for aboutGOLF Global, Inc. Heritage Bank account:

- INSTRUCTIONS TO SUBMIT ACH / DOMESTIC WIRE PAYMENTS: Remit as Follows:

- Bank Name: Heritage Bank
- Bank Address: 201 5th Ave. SW, Olympia, WA 98501
- ABA / Routing #: 325170835
- Beneficiary Name: aboutGOLF Global, Inc.
- Beneficiary Address: 5150 Carillon Point, Kirkland, WA 98033
- Account #: 101263490

Terms & Conditions

The aboutGolf Terms of service and Customer Acknowledgements:

<http://www.aboutgolf.com/terms-and-conditions/>

<https://www.aboutgolf.com/payment-obligations>

<https://www.aboutgolf.com/acknowledgement>

Authorized Signature



Customer

MOTION

Director Lamson:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to enter into an agreement to purchase a fourteen (14) passenger bus that complies with the Americans with Disabilities Act ("ADA") from Alliance Bus Group Inc., College Park, GA (Branch in Hudson, NH) for a price not to exceed \$71,997.00; all in accordance with the memorandum of Ken Conley-Fleet Manager, dated September 10, 2019 attached hereto.

Memorandum

To: David R. Mullen, Executive Director *DM*
From: Ken Conley-Fleet Manager *KC*
Date: 9/10/19
Subj: Passenger bus – Replacement

This is a request to purchase a fourteen (14) passenger bus that complies with the Americans with Disabilities Act (“ADA”) from Alliance Bus Group Inc., College Park, GA for a price not to exceed \$71,997.00. A request for bid was advertised in August with the bid openings taking place September 3, 2019. The passenger bus is funded in the FY2020 Portsmouth International Airport capital schedule. The primary use of this vehicle is to transport passengers between the airport passenger terminal and long term parking lots. This bus will also support other departments within the Pease Development Authority for site tours relating to development, engineering and legal presentations. This unit will serve as a primary replacement to a 2001 model with 150,000 miles and high idle hours. Although the existing unit is near end of life cycle, it is recommended the unit remain in the PDA fleet due to the unique characteristics of its wheel chair lift and to serve as a reserve unit to ensure ADA compliance.


A total of two (2) bids were received and all responses met the minimum specifications:

| | |
|---|-------------|
| Alliance Bus Group Inc., College Park, GA (Branch in Hudson, NH) | \$71,997.00 |
| Anderson Blue Bird Bus Sales, East Providence, RI | \$74,697.00 |

Based on Alliance Bus Group Inc. submitting the lowest qualified bid, please request authorization from the PDA Board of Directors, to enter into an agreement to purchase an ADA compliant fourteen (14) passenger bus from Alliance Bus Group Inc., for a price not to exceed \$71,997.00.



MEMORANDUM

TO: Pease Development Authority Board of Directors
FROM: David R. Mullen, Executive Director 
RE: Signage Change
DATE: September 11, 2019

In accordance with the “Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs” adopted by the Board on June 20, 2005, I am pleased to report that PDA has approved a minor signage change request to update existing signage at property located at 20 International Drive as follows:

Replace the Optima Bank signage on the building, the directional sign and the monument sign to read Cambridge Trust; the signage will be the same footprint and will be in the same location.

This change is as a result of the recent purchase of Optima Bank by Cambridge Trust.

Photos have been attached which depict both the existing and the proposed minor signage changes referenced above.

The Delegation to Building Inspector: Consent and Approval of Minor Revisions to Existing Signs also requires the consent of one member of the PDA Board of Directors. In this instance, Director Loughlin was consulted and granted his consent on September 3, 2019.

1011 of Cambridge
1011 of Cambridge

CAMBRIDGE TRUST

Cambridge Trust in Cambridge, Massachusetts

(A) South, Hingham, Hingham, Hingham

Cambridge Trust
Boston, Massachusetts

Cambridge Trust
Boston, Massachusetts

Specializing in
Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Poyant

CAMBRIDGE TRUST

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

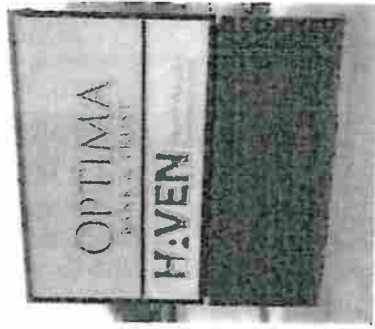
Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

Cambridge Trust in Cambridge, Massachusetts

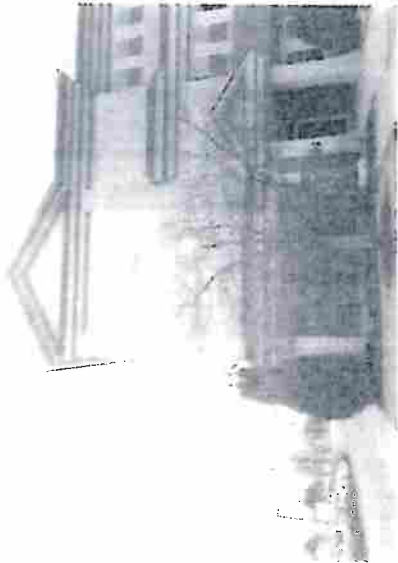


(D) Hingham, Hingham, Hingham

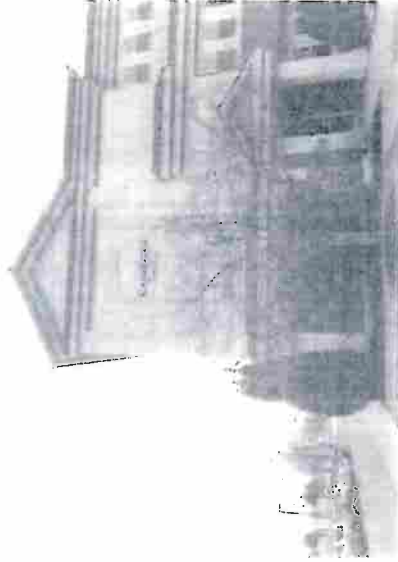


(C) Hingham, Hingham, Hingham

Existing Photo



Proposed Photo



Existing

Asset Type: Sign
 Asset Zone: 008
 Sign Number: Plate Letters
 Existing Sign Type: Painted Letters
 Face Material: est 12" cap
 Graphics Material:
 Overall Height:
 Face Height:
 Face Width:
 Square Feet:
 Illuminated:
 Electrical:
 Wall Material:
 Sign Comment:

Proposed

Asset Type: Sign
 Sign Number: 008
 Sign Type: DL-10-STK-R
 Description: 10" Stocked Format Non-Illuminated Dimensional Letters - Red/Crey
 Action: New
 Comments: Removal and wall repair of existing will be done as part of Temp Package.
 Restoration Notes: Field verify dimensions of space shown in photo morph prior to fabrication to verify if specified letterset will fit in area and meet clear zone tolerances - refer to Control Documents. ***Change letterset height if required. See control documents for product specification and master agreement for installation requirements.

monigle

Poyant

CAMBRIDGE TRUST

1000 Cambridge Center
Cambridge, MA 02142
Tel: 617.452.1000
Fax: 617.452.1001

1000 Cambridge Center
Cambridge, MA 02142
Tel: 617.452.1000
Fax: 617.452.1001

By Adobe



September 2007

D 1

Training Department

CPA 101

© 2007 Poyant

1000 Cambridge Center

Cambridge, MA 02142

Tel: 617.452.1000

Fax: 617.452.1001

www.cambridge-trust.com

1000 Cambridge Center

Cambridge, MA 02142

Tel: 617.452.1000

Fax: 617.452.1001

www.cambridge-trust.com

1000 Cambridge Center

Cambridge, MA 02142

Tel: 617.452.1000

Fax: 617.452.1001

www.cambridge-trust.com

1000 Cambridge Center

Cambridge, MA 02142

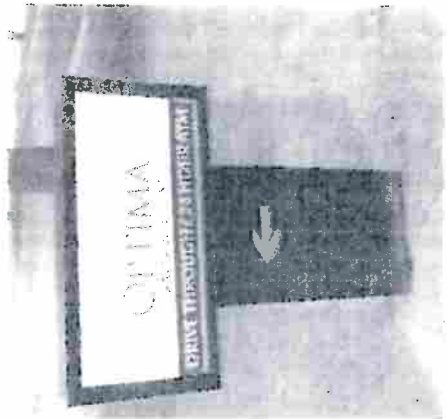
Tel: 617.452.1000

Fax: 617.452.1001

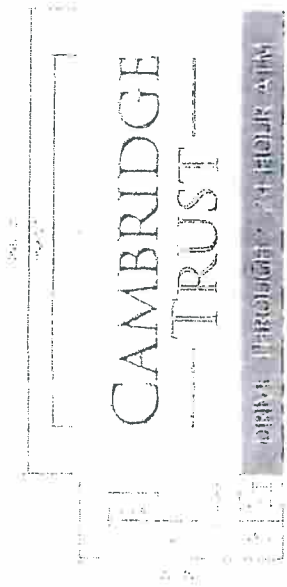
www.cambridge-trust.com



© Photo Gallery - Progressed
NET to Stock



© Photo Gallery - Progressed
NET to Stock



(A) Sign - Electronic Front Panel
NET to Stock

Poyant

CAMBRIDGE TRUST

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CAMBRIDGE TRUST

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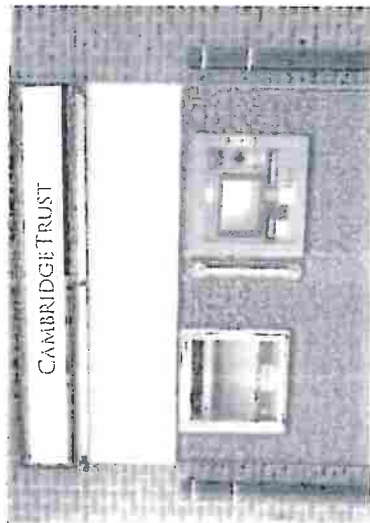




Photo: [Name] - [Location]



Photo: [Name] - [Location]

Memorandum

To: Paul Brean, Airport Director 
From: Sandra McDonough, Airport Community Liaison 
Date: 9/12/2019
Subj: Noise Report for August 2019

The Portsmouth International Airport at Pease received a total of four noise inquiries in August, 2019. The four inquiries were for rotor-wing aircraft.

The four rotor-wing inquiries were from two residences, one from Portsmouth, NH and the other from Kittery Point, ME. The Portsmouth residence emailed three times on August 27, 2019. Their inquiries were related to a helicopter reported to be around 800 feet doing aerial photography. The residence in Kittery Point was concerned that a helicopter was flying too low over the harbor. We were unable to confirm this aircraft or its origin.

All inquiries are reviewed and logged in the airport database. Individual inquiries are researched and followed up on with phone calls where appropriate. Certain callers have indicated that call backs are unnecessary.



MOTION

Director Levesque:

The Pease Development Authority Board of Directors authorizes the Executive Director to expend funds in the total amount of \$26,635.180 for legal services to the Pease Development Authority rendered as follows:

KutakRock

| | | |
|------------------------------|--------------------|-------------|
| July 1, 2019 – July 31, 2019 | <u>\$ 1,291.50</u> | |
| | | \$ 1,291.50 |

Sheehan, Phinney, Bass & Green*

| | | |
|----------------------------------|-----------------|--------------------|
| August 1, 2019 – August 31, 2019 | \$ 8,874.00 | |
| August 1, 2019 – August 31, 2019 | \$15,222.68 | |
| August 1, 2019 – August 31, 2019 | \$ 1,218.00 | |
| August 1, 2019 – August 31, 2019 | <u>\$ 29.00</u> | |
| | | <u>\$25,343.68</u> |

| | |
|------------------------------------|--------------------|
| Total Legal Services Not to Exceed | \$26,635.18 |
|------------------------------------|--------------------|

*As of September 13, 2019, the bills from Sheehan, Phinney have not yet been reviewed in their entirety by General Counsel Lynn Marie Hinchee. Should any changes be necessary as a result of the review, the Board will be notified at the meeting.

KUTAK ROCK LLP

WASHINGTON, D.C.

Telephone 202-828-2400

Facsimile 202-828-2488

Federal ID 47-0597598

August 26, 2019

Suzanne M. Woodland
Deputy City Attorney
City of Portsmouth
1 Junkins Ave.
Portsmouth, NH 03801

Lynn Hinchee
Pease Development Authority
55 International Drive
Portsmouth, NH 03801

Check Remit To:
Kutak Rock LLP
PO Box 30057
Omaha, NE 68103-1157

Wire Transfer Remit To:
ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24-690470
Reference: Invoice No. 2593156
Client Matter No. 294603-1

Invoice No. 2593156
294603-1

Re: General

TOTAL HOURS

~~4.40~~ 4.20

per Atty. Steinberg
9/9/19

TOTAL FOR SERVICES RENDERED

~~\$1,804.00~~ \$1,722.⁰⁰

TOTAL CURRENT AMOUNT DUE

~~\$1,804.00~~ \$1,722.⁰⁰

SHEEHAN PHINNEY BASS & GREEN PA
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Permit Implementation

CLIENT/CASE NO. 14713-19658
BILLING ATTORNEY:Lynn J. Preston

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$8,874.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$8,874.00 |
| | ----- |
| BALANCE DUE: | \$8,874.00 |
| | ----- |

PAYMENT DUE 30 DAYS FROM INVOICE DATE

Please return this page with your remittance and please reference the client/case number on all related correspondence.

AMOUNT PAID... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.

SHEEHAN PHINNEY BASS & GREEN PA
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Trade Port - General Representation

CLIENT/CASE NO. 14713-10167

BILLING ATTORNEY: Robert P Cheney

TOTAL FOR PROFESSIONAL SERVICES RENDERED: \$15,167.00

TOTAL EXPENSES: \$55.68

TOTAL THIS BILL: \$15,222.68

BALANCE DUE: \$15,222.68

PAYMENT DUE 30 DAYS FROM INVOICE DATE

Please return this page with your remittance and please reference the client/case number on all related correspondence.

AMOUNT PAID... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.

SHEEHAN PHINNEY BASS & GREEN PA
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Regulatory Issues Relatng to Port Operations

CLIENT/CASE NO. 14713-16200
BILLING ATTORNEY: Robert P Cheney
Invoice Number: 339982

| | |
|---|------------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$1,218.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$1,218.00 |
| | ----- |
| PREVIOUS BALANCE: | \$0.00 |
| | ----- |
| TOTAL BALANCE DUE: | \$1,218.00 |
| | ----- |

PAYMENT DUE 30 DAYS FROM INVOICE DATE

Please return this page with your remittance and please reference the client/case number on all related correspondence.

AMOUNT PAID... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.

SHEEHAN PHINNEY BASS & GREEN PA
1000 ELM STREET
P.O. BOX 3701
MANCHESTER, NH 03105-3701

SERVICE AND EXPENSE MAILBACK SUMMARY

RE: Wentworth - Douglas Ground Lease

CLIENT/CASE NO. 14713-19809
BILLING ATTORNEY:Lynn J. Preston

| | |
|---|---------|
| TOTAL FOR PROFESSIONAL SERVICES RENDERED: | \$29.00 |
| TOTAL EXPENSES: | \$0.00 |
| | ----- |
| TOTAL THIS BILL: | \$29.00 |
| | ----- |
| BALANCE DUE: | \$29.00 |
| | ----- |

PAYMENT DUE 30 DAYS FROM INVOICE DATE

Please return this page with your remittance and please reference the client/case number on all related correspondence.

AMOUNT PAID... \$ _____

To pay by CREDIT CARD, please visit www.sheehan.com, scroll to the bottom and click " ClientPay " or contact our office directly.



PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

To: David Mullen, Executive Director, Pease Development Authority ("PDA") *DM*
From: Geno Marconi, Director *GM*
Date: September 5, 2019
Subject: Charter boat Right of Entry, Rye Harbor Marine Facility

The Division of Ports and Harbors (the "Division") has received a request from Captain Jack Farrell with the M/V Utopia to enter into a Right of Entry ("ROE") for use of the facilities at the Rye Harbor Marine Facility (the "Premises") in association with its charter business.

In accordance with the "Delegation to Executive Director: Consent, Approval, and Execution of Charter Boat Right of Entry," adopted by the Pease Development Authority Board of Directors on April 20, 2019, the Division is recommending approval of the ROE subject to the following terms and conditions:

PREMISES: Rye Harbor Marine Facility, 1870 Ocean Blvd. Rye, NH 03870
PURPOSE OF ROE: M/V Utopia, Charter Boat Operations & Parking
PERIOD OF USE: September 6, 2019 through September 30, 2019
PARKING FEE: \$5.00 per car for the term of the ROE

Jack Farrell has met the following required conditions:

1. Applied for and secured a Pier Use Permit; and
2. Provided proof of minimum insurance requirements set by the PDA to the Division.

This approval will be reported to the PDA Board at the next meeting.



MOTION

Director Allard:

The Pease Development Authority Board of Directors approves of and authorizes the Executive Director to accept the proposal from Riverside & Pickering Marine Contractors to remove and replace the six (6) guide pilings at the Burge Wharf, located on the south end of the Market Street Marine Terminal, in an amount not to exceed \$11,500 as an emergency expenditure from the Harbor Dredging and Pier Maintenance Fund; all in accordance with the Memorandum of Geno J. Marconi, Division Director, dated September 11, 2019, attached hereto.




PEASE

INTERNATIONAL

PORTS AND HARBORS

355 Market Street, Suite 1 Portsmouth, NH 03801

To: Pease Development Authority ("PDA") Board of Directors
From: Geno Marconi, Division Director 
Re: Guide Pile Replacement, Burge Wharf, Market St. Terminal
Date: September 11, 2019

The Burge Wharf, located on the south end of the Market Street Marine Terminal, has floating docks that are used by Shoals Marine Laboratory and the Star Island Corp. as their mainland link for their facilities at the Isles of Shoals. Two (2) of the wooden guide piles have fallen prey to marine borers and fallen over. There are a total of six (6) guide piles that hold the floats in place and it is assumed that the remaining four (4) piles are in the same deteriorated condition and should be replaced.

The Division of Ports and Harbors (the "Division") requested proposals for the replacement of the six (6) guide piles from two (2) local marine contractors that have done work for the Division in the past. The Division received a written proposal (attached) from Riverside & Pickering Marine Contractors ("Riverside") to remove and replace six (6) Class B Float Piles. The proposed total for the work is quoted at \$11,550.00.

The Division received an email quote (attached) from T & M Construction ("T&M") indicating they could do the work for \$14,000.00. The Division made several requests for an official proposal to allow for a proper review of the scope of the work but, unfortunately, T&M has not submitted an official proposal as of the date of this writing.

Due to the urgency of the needed repairs, the Division recommends approval to allow it to accept the proposal from Riverside and to expend not more than \$11,550.00 to remove and replace the guide pilings at the Burge Wharf dock. Funds will be expended from the Harbor Dredging and Pier Maintenance Fund. The current balance of the \$50,000 allocation available for emergency expenditures is \$46,472.00.

MOTION

Director Torr:


The Pease Development Board of Directors hereby approves of the Initial Proposed Schedule of Fees: Commercial Piers and Associated Facilities, and authorizes the Division Director to take any necessary or recommended action in furtherance of this matter; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated September 10, 2019, attached hereto.



PEASE
INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: September 10, 2019
To: Pease Development Authority ("PDA"), Board of Directors
From: Geno Marconi, Division Director 
Subject: Initial Proposed Schedule of Fees: Commercial Piers and Associated Facilities

In accordance with RSA 12-G:42 VII, RSA 12-G:42 XI (d), Pda 610.01(a), Pda 701.01, and Pda 702.03, the Division of Ports and Harbors ("the Division") conducted a review of the Schedule of Fees for Commercial Piers, effective October 7, 2005. Specifically, the Division reviewed the Annual Pier Use Permit fee and the Single Pier Use Permit fee. As you know, new mooring permit fees became effective on April 1, 2019, and in accordance with RSA 12-G:42 XI (d), "[f]ees relating to slips shall be designed to be proportional to the fees for moorings established under subparagraph (c)." In accordance with Pda 701.01, the purpose of the pier use, berthing, and skiff permits issued under PDA 600 and Pda 700 allow a vessel to occupy a state-owned slip at a state owned commercial or restricted pier. With this, the Division is proposing the attached Initial Proposed Schedule of Fees for the Annual Pier Use permit and the Single Use Pier permit. Based on the length overall recorded for the year 2018, the estimated additional revenue from the proposed fee increase is approximately \$13,656.00.

Upon the Board's approval of the Initial Proposed Schedule of Commercial Pier Use fees, and in accordance with Pda 610.01(b) (1)-(3), the Division will:

- Publish a notice in at least 2 newspapers of general circulation of the availability of the proposed schedule of fees
- Accept written comment for 30 days after the public notice

In addition, prior to the deadline for written comment the Division will hold a public hearing in order to provide an additional opportunity for input from the public on the proposed fees.

Taking into account any written or verbal comments from the public hearing, the Division will prepare a Final Proposed Schedule of Commercial Pier Use Fees to be presented to the PDA Board at its November 2019, meeting for Final Adoption with an anticipated effective date of January 1, 2020.

Therefore, the Division recommends and requests that the PDA Board of Directors approve the Initial Proposed Schedule of Fees.

**Proposed Schedule of Fees for Recreational and Commercial Piers
Portsmouth, Hampton Harbor and Rye Harbor, NH**

| Fee name | Current Fee | Proposed Fee | Current annual revenue | Additional revenue | Notes |
|------------------------|--|--|------------------------|--------------------|--|
| Annual Pier Use | \$10.00 per ft. (\$200 minimum) | \$12.00 per ft. (\$200 minimum) | \$52,390 | \$10,478 | By statute, must be comparable to mooring fees |
| Single Use Pier Permit | \$2.50 per ft. under 50'; \$3.00 over 50' | \$6.00 per foot, max of one single use permit per season, subsequent permit will be an annual permit at \$6.00 per ft. | \$2,270 | \$3,178 | ½ annual permit fee-reduces enforcement |




MOTION

Director Bohenko:

The Pease Development Authority Board of Directors at its meeting of May 16, 2019, approved a Right-of-Entry (ROE) to Juliet Marine Systems, Inc. ("Juliet") for the use of the facilities at the Market Street Terminal for the purpose of storage and loading of a vessel; Juliet is now requesting an extension of the original ROE through April 30, 2020;

The Pease Development Authority Board of Directors hereby approves of and consents to the extension of Juliet Marine Systems, Inc.'s Right-of-Entry; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated September 10, 2019, attached hereto.



To: Pease Development Authority (“PDA”) Board of Directors
From: Geno Marconi, Director 
Date: September 10, 2019
Subject: Juliet Marine Systems, Inc., Extension of Right of Entry, Market St. Terminal

The Division of Ports and Harbors (the “Division”) has received a request (attached) from Juliet Marine Systems, Inc. (“Juliet”) to extend its Right of Entry (“ROE”) and continue to use the facilities at the Market St. Terminal (the “Premises”) through April 30, 2020, for the purpose of storing and loading onto a ship, a 60’ vessel known as “the Ghost boat.”

The Division recommends approval of the extension of the term of the ROE subject to the same terms and conditions as the ROE dated May 1, 2019, through October 31, 2019, which are as follows:

PREMISES: Market St. Terminal, 555 Market St., Portsmouth, NH

PURPOSE: Storage and loading of GHOST vessel

TERM: November 1, 2019, on a month to month basis, not to extend past April 30, 2020

DOCKAGE: As applicable under the Terminal Charges, invoices will be issued at the time of service

WHARFAGE: \$350 outbound

STORAGE: \$300 per month (\$30 per foot) for the term of the agreement

INSURANCE: Minimum insurance coverage to include commercial general liability in a minimum amount of \$2,000,000, automobile coverage in the amount of \$1,000,000, longshoreman’s and harbor workers compensation act coverage and workers compensation coverage to statutory limits as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations.

September 5, 2019

Geno Marconi, Director of Ports and Harbors
Pease International Ports and Harbors
Market Street Terminal
555 Market Street, Suite 1
Portsmouth, NH 03801

Dear Geno,


Thank you very much for the opportunity to store GHOST at the Market Street Terminal over the past year. Your proactive and professional staff have been wonderful to work with.

As we've discussed, Juliet Marine is still in talks with CMI Defense regarding an order for 17 GHOST vessels, which would kick off with the restoration and shipment of the GHOST prototype, currently stored at the Port.

We have been delayed by the decision-making and approval process both on the part of the U.S. Government, and the government of our anticipated end user. While we have verbal assurances the program will move forward this spring, we have been told the paperwork for the deal may still be a few months out, and therefore we are all stop until the deal has been formalized.

With all that said, I'd like to ask if, given the anticipated construction projects at the Port, there may be room to continue GHOST storage through the winter? I look forward to speaking with you at your convenience.

Sincerely,




Gregory Sencoff
President & CEO

MOTION

Director Loughlin:

Reported to the Pease Development Authority Board of Directors at its meeting on May 16, 2019 was a Right-of-Entry requested by Riverside & Pickering Marine Contractors for use of ½ (one-half) acre of laydown area and non-exclusive use of the Barge Dock at the Market Street Terminal for the "Buoy Project", Riverside & Pickering Marine Contractors is now requesting an extension of the original Right-of-Entry through December 31, 2019;

The Pease Development Authority Board of Directors hereby approves of and consents to the extension of the Riverside & Pickering Marine Contractors Right-of-Entry to allow more time for completion of their project; all in accordance with the memorandum of Geno J. Marconi, Division Director, dated September 10, 2019, attached hereto.

To: Pease Development Authority (“PDA”) Board of Directors
From: Geno Marconi, Director 
Date: September 11, 2019
Subject: Riverside & Pickering Marine Contractors, Extension of Right of Entry, Market St. Terminal

The Division of Ports and Harbors (the “Division”) received a request from Riverside & Pickering Marine Contractors (“Riverside”) to extend its Right of Entry (“ROE”) and continue to use the facilities at the Market St. Terminal (the “Premises”). As reported to the PDA Board at its meeting on May 16, 2019, Riverside was granted a ROE through September 30, 2019, and would like to extend it through December 31, 2019, to allow more time for completion of its project.

The Division reviewed the request and recommends approval of the extension subject to the same terms and conditions as the original ROE dated April 1, 2019, through September 30, 2019, which are as follows:

- PREMISES:** Market St. Terminal, 555 Market St., Portsmouth, NH
- PURPOSE:** Use of ½ (one-half) acre of laydown area and non-exclusive use of the Barge Dock for the “Buoy Project”
- TERM:** October 1, 2019 on a month to month basis, through December 31, 2019
- FEE:** \$2625.00 per month and any applicable terminal fees per Exhibit C
- INSURANCE:** Minimum insurance coverage as outlined in Exhibit A (attached), as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Coverage amounts and types may change from time to time contingent upon the nature and scope of operations.

EXHIBIT A



555 Market Street, Suite 1 Portsmouth, NH 03801

TO: ALL CONTRACTORS, SUBCONTRACTORS AND/OR AGENTS

RE: MINIMUM REQUIREMENTS OF CERTIFICATES OF INSURANCE FOR CONTRACTORS/SUBCONTRACTORS WORKING ON PROPERTY OF PEASE DEVELOPMENT AUTHORITY-DIVISION OF PORTS AND HARBORS

All contractors, subcontractors and/or any agents thereof are required to provide proof of insurance to the Pease Development Authority-Division of Ports and Harbors (PDA-DPH) before the commencement of any work on PDA-DPH property. The following are the minimum requirements for insurance coverage:

1. **Commercial General Liability:** Two (2) million dollars commercial general liability coverage per occurrence; and Two (2) million dollars per project aggregate.
2. **Automobile Liability:** One (1) million dollars automobile liability coverage.
3. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.
4. **Longshore and Harbor Workers Compensation Act Insurance:** *To the extent applicable* and to limits as required by Federal and State law.
5. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by PDA-DPH from time to time.
6. **Additional Insureds:** Pease Development Authority Division of Ports and Harbors and the State of New Hampshire must be named as additional insureds under all liability coverages.
7. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in a minimum amount of One (1) million dollars.
8. **Notice of Cancellation:** A 30 day notice of cancellation (with the exception of a 10 day notice for non-payment of premium) must be provided.
9. **Waiver of Subrogation:** With the exception of workers compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.
10. **Primary Insurance:** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.
11. **Certificate Holder:** Pease Development Authority, Division of Ports of Harbors
55 International Drive
Portsmouth, NH 03801

If you have any questions, please call the Pease Development Authority Legal Department at (603) 433-6348.

PAINSURANCE FORMS\InsMemContractPort.doc

○○○○ TAKING YOU THERE

ph: 603-433-3500 Fax: 603-433-2780 www.peasedev.org



PEASE
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AUTHORITY

55 International Drive, Portsmouth, NH 03801

MOTION

Director Levesque:

The Pease Development Authority Board of Directors hereby authorizes the Executive Director to complete negotiations and to execute a Right-of-Entry with New England EcoAdventures ("Eco") for use of an existing 26' x 20' building located at Hampton Harbor Marine Facility for use as a retail sales building for ticket sales and souvenirs in support of Eco's charter business; all in accordance with the terms and conditions set forth in the memorandum of Geno J. Marconi, Division Director, dated September 10, 2019, attached hereto.

N:\RESOLVES\2019\DPH - EcoAdventures 09-19.docx




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

TO: Pease Development Authority ("PDA"), Board of Directors
FROM: Geno J. Marconi, Director 
DATE: September 10, 2019
SUBJECT: New England EcoAdventures, Hampton Harbor Marine Facility, Right of Entry

The Division of Ports and Harbors ("the Division") received a request from Matthew Reid on behalf of New England EcoAdventures, LLC ("ECO"), 4 Deer Run Circle, Arundel, ME 04046 to enter into a Right of Entry ("ROE") for the use of an existing 26' x 20' building located at the Hampton Harbor Marine Facility. ECO has an agreement to purchase the building from Smith & Gilmore fishing charters and intends to use the building as a ticket sales office for its charter business and for the sale of ECO brand souvenirs.

The Division has reviewed the request and recommends the PDA Board of Directors, approve the ROE under the following conditions:

PREMISES: Hampton Harbor Marine Facility, 1 Ocean Blvd., Hampton, NH 03842

PURPOSE: Retail sales building for ticket sales and souvenirs in support of ECO's charter business.

TERM: Term 1-January 1, 2020 through June 30, 2020
Term 2-July 1, 2020-June 30, 2023

RENTAL FEE: Term 1-\$500.00, January 1, 2020 through June 30, 2020
Term 2- To be set following adoption of next year's rental fee.

PARKING FEE: Parking fee of \$5.00 per car through December 31, 2020. Fee subject to change beginning on January 1, 2021 pursuant to the final terms of the ROE.

INSURANCE: Minimum insurance coverage, Commercial General Liability Insurance in the amount of \$1,000,000.00 and Protection and Indemnity Insurance in the amount of \$1,000,000.00 endorsed for piers, docks and gangway coverage. Workers compensation coverage to statutory limits as applicable and required, as the same may be required or appropriate in connection with the individual operations of each entity doing business on state property. Said policy shall include a waiver of subrogation in favor of the State of New Hampshire and PDA-DPH and provide that such coverage shall be primary and non-contributing with respect to any coverage, self-insured or otherwise, which may be carried by the State or PDA-DPH. Amounts and types of required insurance may change from time to time contingent upon the nature and scope of operations of each entity authorized to conduct business at Hampton Harbor Marine Facility. Insurance provided pursuant to the ROE may not be cancelled without providing PDA-DPH with at least thirty (30) days advance written notice.



MOTION

Director Torr:

In accordance with the provisions of RSA 12-G:42, X(c) and pursuant to RSA 541-A regarding "[t]he terms, conditions, and procedures under which the division shall issue, suspend, revoke, deny, or approve permits required under this chapter for moorings and state-owned slips", the Pease Development Authority Board of Directors hereby approves of the filing of the Pda 500 Rules, Moorings and Anchorages, Final Proposal - Annotated Text and authorizes the Division to file the Final Proposed Rules with the Director of the Legislative Services pursuant to RSA 541-A:12.

Further, the PDA Board of Directors hereby authorizes the Division Director to take any necessary or recommended action in furtherance of this matter, all in accordance with the Memorandum of Geno J. Marconi, Division Director dated September 11, 2019.




PEASE

INTERNATIONAL

PORTS AND HARBORS

555 Market Street, Suite 1 Portsmouth, NH 03801

Date: September 11, 2019
To: Pease Development Authority ("PDA"), Board of Directors
From: Geno Marconi, Division Director 
Subject: Final Proposal, Administrative Rules; Pda 500, Moorings and Anchorages

In accordance with RSA 12-G:42, X (c) the PDA, acting through its Division of Ports and Harbors (the "Division"), shall adopt rules pursuant to RSA 541-A regarding "[t]he terms, conditions, and procedures under which the division shall issue, suspend, revoke, deny, or approve permits required under this chapter for moorings and state-owned slips."

In accordance with RSA 12-G:44, IV, the Division Director submitted the initial draft of the Pda 500 Rules to the Port Advisory Council ("Council") for consideration at the Council's meeting on February 13, 2019. The Council voted to recommend the proposed rules to the PDA Board of Directors. The initial proposed rules were presented to and approved by the PDA Board at its meeting on April 18, 2019. The rules were then published in the April 25, 2019, Office of Legislative Services ("OLS") Rules Register, and a public hearing was held on May 22, 2019. There were no members of the public present at the public hearing and no written comments were received by the June 10, 2019, deadline. The Division received recommendations from the OLS on July 25, 2019, which have been incorporated into these Final Proposed rules.

Therefore, the Division of Ports and Harbors recommends that the PDA Board of Directors approve the attached Pda 500 Rules, Final Proposal-Annotated Text and authorize the Division to file the Final Proposed Rules with the Director of Legislative Services pursuant to RSA 541-A:12.

Readopt Pda 501 – Pda 502.03, effective 8-20-11 (Document # 9975), cited and to read as follows:

CHAPTER Pda 500 MOORINGS AND ANCHORAGES

PART Pda 501 PURPOSE AND SCOPE

Pda 501.01 Purpose. The purpose of Pda 500 is to establish provisions for administering a system for permitting moorings to be set and used in state tidal waters.

Pda 501.02 Scope. Pda 500 shall apply to all mooring permits issued. Any person who sets, seeks to set, or uses a mooring in state tidal waters shall comply with Pda 500.

PART Pda 502 DEFINITIONS

Pda 502.01 “Business organization” means any enterprise, whether corporation, partnership, limited liability company, proprietorship, association, business trust, real estate trust or other form of organization, that is organized for gain or profit, carrying on any business activity within the state, except such enterprises as are expressly made exempt from income taxation under the United States Internal Revenue Code as defined in RSA 77-A:1, XX.

Pda 502.02 “Channel” means the portion of a waterway delineated by navigational aids as designated by the federal government or by the division.

Pda 502.03 “Collective mooring area” means the shorefront property mooring area of a marina or condominium within which the holder of a commercial mooring for hire mooring permit(s) is authorized to set commercial moorings for hire in accordance with a mooring plan approved by the authority pursuant to Pda 506.09(h).

Readopt with amendment Pda 502.04, effective 8-20-11 (Document # 9975), cited and to read as follows:

Pda 502.04 “Commercial entity” means a business organization engaged for profit in a fishing or charter boat business or other water-dependent business.

Readopt Pda 502.05 – Pda 502.22, effective 8-20-11 (Document # 9975), cited and to read as follows:

Pda 502.05 “Commercial mooring for hire” means a mooring permitted by the division pursuant to Pda 500 and owned by a:

(a) Marina duly registered to do business in the state of New Hampshire or a condominium, which in turn rents, leases, or otherwise authorizes use of the mooring, if a marina, to a member of the general public or, if a condominium, to a member of the condominium unit owners’ association, on a daily or seasonal basis; or

(b) Shorefront property owner who in turn rents or leases the mooring to a tenant of the shorefront property who occupies the shorefront property.

Pda 502.06 “Commercial use mooring” means a mooring permitted by the division pursuant to Pda 500 and owned by a commercial entity for use only by the commercial entity.

Pda 502.07 “Commercial vessel” means:

(a) A commercial fishing vessel or charter boat used primarily for commercial use purposes, which use is verified by a commercial vessel affidavit and the issuance to the vessel owner of a commercial vessel registration by the New Hampshire department of safety; or

(b) A vessel used primarily for commercial use purposes to further the purposes of a water-dependent business.

Pda 502.08 “Commercial vessel affidavit” means the notarized documentation submitted to and accepted by the New Hampshire department of safety pursuant to RSA 270-E:2, II(e).

Pda 502.09 “Condominium” means real property and any interests therein, with frontage located on state tidal waters that has lawfully submitted to regulation as a condominium in accordance with RSA 356-B.

Pda 502.10 “General use mooring” means a mooring permitted by the division pursuant to Pda 500 and owned by a member of the general public for use only by the mooring permit holder.

Pda 502.11 “Marina” means a shorefront location including, but not limited to, a boat yard or yacht club, with access to the water and parking, providing anchorage, docks, or moorings and open to the general public.

Pda 502.12 “Mean high-water mark” means “mean high water” as determined by the United States National Geodetic Survey, and indicated on maps of the United States National Geodetic Survey.

Pda 502.13 “Mean low water line” means the “mean low water line” as determined by the United States National Geodetic Survey, and indicated on National Oceanic Atmospheric Administration (NOAA) Coast Survey Charts, United States – East Coast, Maine – New Hampshire, North American Datum of 1983, published by the United States Department of Commerce in 1984.

Pda 502.14 “Moor” means to attach, make fast, or otherwise secure a vessel to a mooring.

Pda 502.15 “Mooring field” means an area or areas within state tidal waters where the chief harbor master or designee has determined that 3 or more moorings can be set.

Pda 502.16 “Mooring location” means the place in state tidal waters where a mooring is set.

Pda 502.17 “Mooring subfield” means an area of a subdivided mooring field, as provided in Pda 509.01.

Pda 502.18 “Nearshore area” means that portion of a mooring field or mooring subfield, as described in (a) or (b) below, whichever is the greater:

(a) The portion within 50 feet of the mean high-water mark; or

(b) The portion from the mean high-water mark to the mean low water line.

Pda 502.19 “Non-revenue mooring” means a mooring permitted by the division pursuant to Pda 500 and owned by a state agency as defined in RSA 21-G:5, III, and for which the division waives the mooring permit fee.

Pda 502.20 “Not-for-profit entity” means any enterprise, whether corporation, partnership, limited liability company, proprietorship, association, business trust, real estate trust or other form of organization carrying on any activity within the state consistent with the stated purposes of such organization and operating on a nonprofit basis, including, but not limited to, such enterprises as are expressly made exempt from income taxation under the United States Internal Revenue Code as defined in RSA 77-A:1, XX.

Pda 502.21 “Open to the general public” means that any person is allowed the use of facilities with or without the payment of a fee or other consideration, subject to applicable health and safety restrictions.

Pda 502.22 “Pennant” means a line by which a vessel is made fast to a mooring buoy.

Readopt with amendment Pda 502.23, effective 8-20-11 (Document # 9975), cited and to read as follows:

Pda 502.23 “Shorefront property”:

(a) Means:

- (1) Any property recognized as a legal building lot by a municipality with shore frontage on state tidal waters;
- (2) A lot on state tidal waters that is divided by a road so that the buildable portion of the lot is on the opposite side of the road from the state tidal waters or divided by an exclusive right-of-way which has been acquired as a result of an eminent domain proceeding which resulted in the break or loss of property between the property owner’s residence and the portion of the lot with shore frontage; or
- (3) A lot of record with shore frontage on state tidal waters; and

(b) ~~The term d~~Does not include:

- (1) A deeded right-of-way;
- (2) A right-of-way or right of access granted by lease or any other type of agreement; or
- (3) Lots not contiguous to the shore.

Readopt Pda 502.24 – Pda 503.02, effective 8-20-11 (Document # 9975), cited and to read as follows:

Pda 502.24 “Shorefront property owner” means an individual, trustee(s) of a trust, business organization, or not-for-profit entity owning shorefront property. This term does not include the individual members, owners, or tenants of a marina, condominium, condominium unit owners’ association, or related associations.

Pda 502.25 “Shorefront property mooring” means a mooring permitted by the division pursuant to Pda 500 within a shorefront property mooring area and owned by a shorefront property owner.

Pda 502.26 “Shorefront property mooring area” means a water surface area relating to the shorefront property of a shorefront property owner, marina, or condominium, determined by extending the side boundary lines of the property owner’s lot, marina’s lot, or condominium’s common area perpendicular to the shoreline into the state tidal waters out to, but not to cross, the channel, or, if there is no channel, to a

line midway between the low water mark of the shorefront property and the low water mark of the opposite shore.

Pda 502.27 “Shorefront property mooring location” means the place where a shorefront property mooring is allowed to be set within a shorefront property mooring area.

Pda 502.28 “Temporary seasonal mooring” means a mooring permitted by the division pursuant to Pda 500 between April 1 and March 31 at the location of a general use mooring, shorefront property mooring, or commercial use mooring, which location the permit holder has made available for temporary seasonal use.

Pda 502.29 “Vessel used primarily for commercial use purposes” means a commercial vessel not utilized for noncommercial use for more than 14 days cumulatively during the period from April 1 to March 31.

Pda 502.30 “Wait list mooring field, mooring subfield, or nearshore area” means a mooring field, mooring subfield, or nearshore area for which the division has established a mooring wait list in accordance with Pda 509.

Pda 502.31 “Water-dependent business” means a business organization, such as, but not limited to, a restaurant, boat maintenance yard, wholesale or retail fishing business, or marine construction company, seeking a commercial use mooring for the:

- (a) Use of a commercial vessel to further the purposes of the water-dependent business; or
- (b) Temporary use of customers, employees, subcontractors, and others who use the mooring in the course of the business operations of the water-dependent business.

PART Pda 503 MOORING PERMITS REQUIRED; MOORING USE.

Pda 503.01 Mooring Permit Required. No person shall erect, install, maintain, use, have control over, or set a mooring within the state tidal waters unless a complete mooring permit application has been submitted to the division in accordance with Pda 500 and a mooring permit has been issued by the division.

Pda 503.02 Mooring Use; General Terms and Conditions.

- (a) No mooring shall be set in state tidal waters unless permitted in accordance with Pda 500.
- (b) Only one vessel shall be attached to a mooring.
- (c) No vessel shall be attached to a mooring except the vessel for which the permit was approved, unless the vessel attached to the mooring is a dinghy for the permitted vessel.
- (d) No person other than those listed below shall use a mooring:
 - (1) The holder of a permit for that specific mooring;
 - (2) The authorized temporary user of a commercial use mooring for which a commercial use mooring permit was issued to a water-dependent business;
 - (3) The renter, lessee, or person otherwise authorized by the holder of a commercial mooring

for hire mooring permit to use a specific mooring;

- (4) The authorized member(s) of a condominium unit owners' association that holds a commercial mooring for hire mooring permit;
 - (5) The tenant or lessee of shorefront property who occupies the property and rents or leases a mooring from the shorefront property owner;
 - (6) The owner or operator of a vessel who has been directed orally, in writing, or by hand signal, by the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master to secure such vessel to a mooring for which the vessel owner does not hold a permit; or
 - (7) Any person whose vessel is in an emergency situation when failure to secure such vessel to such mooring would otherwise present an imminent and substantial hazard to navigation or to the safety of any passenger on such vessel.
- (e) The holder of a commercial use mooring permit shall not rent or lease the mooring. The holder of a commercial use mooring permit that is a water-dependent business as defined in Pda 502.31(b) may allow temporary use of the mooring for business purposes by customers, vendors, or service providers.
- (f) Only an individual shall be the holder of a general use mooring permit.
- (g) The individual whose name appears on a general use mooring permit shall be an owner of the vessel identified in the permit.
- (h) The individual, trust or trustee(s) of the trust, business organization, or not-for-profit entity whose name appears on a shorefront property owner mooring permit shall be an owner of the vessel identified in the permit.
- (i) All moorings shall meet the equipment requirements of Pda 510.
- (j) Moorings shall be located so as not to impede navigation or endanger other vessels.
- (k) All moorings shall be subject to relocation in accordance with Pda 504.02.
- (l) A water-dependent business as defined in Pda 502.31(b) shall maintain, on the premises, records of all persons making temporary use of a mooring for which the water-dependent business holds a commercial use permit. These records shall be open to inspection by the division director or designee at any time during regular business hours.
- (m) A marina or condominium unit owners' association shall maintain on the premises, records of all persons making use of a commercial mooring for hire for which the marina or condominium unit owners' association holds a commercial mooring for hire permit. These records shall be open to inspection by the division director or designee at any time during regular business hours.
- (n) A shorefront property owner who holds a permit for a commercial mooring for hire shall maintain records of all lessees occupying the shorefront property who rent or lease the mooring for hire. These records shall be produced for inspection at the division office upon written request sent to the shorefront property owner by the division director, within 10 business days of receipt of the request.

(o) A shorefront property owner may hold only one shorefront property permit for a mooring within the shorefront property owner's shorefront property mooring area dependent upon the person's status as shorefront property owner, and that permit may be a commercial mooring for hire or a shorefront property mooring.

(p) Only one mooring permit under Pda 500 shall be issued for any one vessel, provided that 2 mooring permits may be issued for one vessel if one of the mooring permits is for a mooring location at the Isles of Shoals.

(q) The granting of a mooring permit under Pda 500 shall not constitute authority to secure any mooring or related equipment to any property above the mean high water mark.

Readopt with amendment Pda 504.01, effective 8-20-11 (Document # 9975), cited and to read as follows:

PART Pda 504 SETTING OF MOORINGS

Pda 504.01 Determination of Mooring Locations. The chief harbor master or designee shall determine the location of a mooring for which a mooring permit has been issued in accordance with the following criteria and procedures:

(a) The chief harbor master or designee shall consult with the permit holder or the permit holder's representative when the mooring location is being determined;

(b) The permit holder shall provide or arrange for the provision of the necessary mooring equipment and the means to set the mooring; and

(c) The chief harbor master or designee shall designate the location where the mooring is to be set so that:

(1) The mooring does not impede navigation or interfere with other vessels;

(2) The mooring placement accommodates the LOA and draft of the vessel; and

(3) The placement allows, to the extent practicable, the maximum use of the mooring field, mooring subfield, or nearshore area without the relocation of existing moorings.

Readopt Pda 504.02 – Pda 505.02, effective 8-20-11 (Document # 9975), to read as follows:

Pda 504.02 Relocation of Moorings.

(a) The chief harbor master or designee shall require the owner of a mooring to relocate a mooring under the following circumstances:

(1) The mooring is required to be relocated under Pda 510.04; or

(2) The chief harbor master or designee determines that the relocation of a mooring is necessary in order to maximize, to the extent practicable, usage of a mooring field, mooring subfield, or nearshore area to allow additional vessel(s) to be moored in the mooring field, mooring subfield, or nearshore area.

(b) The owner of the mooring shall be responsible for the cost of relocating the mooring, except when a relocation is required in order to accommodate another vessel under (a)(2) above. In such a case, the owner(s) of the vessel(s) being accommodated shall be responsible for the cost of relocating the mooring(s). If the owner(s) of the vessel(s) seeking accommodation declines to be responsible for the cost of relocating the mooring(s), the existing mooring(s) shall not be relocated.

PART Pda 505 MOORING PERMITS

Pda 505.01 Types of Mooring Permits. The following types of mooring permits shall be issued under the permit system established in Pda 500:

- (a) General use mooring;
- (b) Shorefront property owner mooring;
- (c) Commercial use mooring;
- (d) Commercial mooring for hire mooring;
- (e) Non-revenue mooring; and
- (f) Temporary seasonal mooring for a:
 - (1) General use mooring; or
 - (2) Commercial use mooring.

Pda 505.02 Granting of Mooring Permits; Duration and Transferability of Permits.

(a) The division director or designee shall grant mooring permits pursuant to Pda 507, except as specified for commercial mooring for hire mooring permits in Pda 506.09(h).

(b) A mooring permit shall be valid for a one-year period from April 1 to March 31 of the following year. All mooring permits issued during the time period from April 1 to March 31 shall expire on March 31.

(c) A mooring permit shall not be transferred to any other person, except as provided in Pda 508.

Readopt with amendment Pda 505.03, effective 8-20-11 (Document # 9975), to read as follows:

Pda 505.03 Determination of Suitability of a Replacement or Modified Existing Vessel for a Permitted Mooring; Modification of Existing Mooring Permit.

(a) A mooring permit holder may seek a preliminary determination from the division of the suitability of a permitted mooring for a replacement vessel to be acquired by the permit holder or for an existing vessel that the permit holder seeks to modify and that is identified in a valid mooring permit in accordance with the following procedures:

- (1) The mooring permit holder may seek such preliminary determination by providing in writing to the division the information specified in (b)(1)b. or (b)(2) below, as applicable;

(2) Upon receiving such a request for preliminary determination, the division shall determine if the replacement vessel or the existing vessel after modification would meet the requirements of (c)(1) and ~~(2)~~ below, as applicable;

(3) If the division determines that the vessel to be acquired or modified would meet the requirements of (c)(1) and ~~(2)~~ below, the division shall send notice of its preliminary determination in writing to the mooring permit holder;

(4) The division shall not make any changes to the vessel information on the permit holder's mooring permit until the mooring permit holder has provided the division with the documentation required under (b)(1) below for a replacement vessel or under (b)(2) below for an existing vessel that will be modified; and

(5) The division shall withdraw its preliminary determination that a mooring would be suitable for a replacement or modified vessel, if the information submitted for the preliminary determination is incorrect or incomplete.

(b) If a mooring permit holder acquires a replacement vessel or modifies an existing vessel identified in a permit as described in (e) below, the mooring permit holder shall, before attaching such replacement or modified vessel to the permitted mooring:

(1) If the vessel is a replacement vessel:

a. Notify the division in writing of the change in vessel;

b. Provide for the replacement vessel applicable information required under:

1. Pda 511.01(b)(8);

2. Pda 511.02(b)(9);

3. Pda 511.03(b)(10); or

4. Pda 511.05(b)(8);

c. Send to the division a copy of the replacement vessel registration, if the vessel is required to be registered under New Hampshire law; and

d. Send to the division a photograph of the replacement vessel, if the vessel is not required to be registered under New Hampshire law;

(2) If the existing vessel identified in the permit has been modified as described in (e) below, notify the division in writing of each specific modification made to the vessel; and

(3) Obtain from the division written confirmation of:

a. Approval of the use of the mooring for the replacement or modified existing vessel, under (c)(~~3~~2) below; or

b. Satisfaction of the terms of conditional approval for the use of the mooring for the replacement or modified existing vessel, under (c)(~~4~~3) and (~~5~~4) below.

(c) When the division receives a notification pursuant to (b) above, the division shall:

(1) Determine if the replacement vessel or the modified existing vessel named on the permit can be moored at the permitted location in compliance with the requirements of Pda 504.01(c)(1) and (2);

(2) Approve the use of the permitted mooring for the replacement or modified existing vessel and modify the permit to refer to replacement or modified existing vessel, if the division determines that the mooring of the vessel would comply with the provisions cited in (1) above;

(3) Conditionally approve the use of the permitted mooring for a replacement or modified existing vessel, if the division determines that the replacement or modified existing vessel would comply with provisions cited in (1) and, in the case of a relocation subject to:

a.. The relocation shall not reduce the total number of mooring locations existing within a mooring field, mooring subfield, or nearshore area at the time just prior to the relocation; and

b. The holder of the mooring permit sending notification to the division under (b) above shall be responsible for the cost of relocating his or her mooring and for the cost of relocating any other mooring(s) in the mooring field, mooring subfield, or nearshore area which are relocated to accommodate the changed LOA or draft of the replacement or modified existing vessel;

(4) After the holder of a mooring permit has received conditional approval under (43) above and the required conditions are met, modify the permit to refer to the replacement or modified existing vessel; and

(5) Deny approval of the use of the permitted mooring for the replacement or modified existing vessel, if the division determines that:

a. The mooring location does not accommodate the LOA and draft of the replacement or modified existing vessel, and:

1. It is not possible to relocate the mooring within the mooring field, mooring subfield, or nearshore area in compliance with Pda 504.01(c)(1) and (2); or

2. The conditions for the relocation of a mooring under Pda 504.02 have not been met; or

b. Mooring the replacement or modified existing vessel at the permitted mooring location would impede navigation or interfere with other vessel(s) and:

1. It is not possible to relocate the mooring within the mooring field, mooring subfield, or nearshore area in compliance with Pda 504.01(c)(1) and (2); or

2. The conditions for the relocation of a mooring under Pda 504.02 have not been met.

(d) If the division approves the modification of an existing permit under (c)(~~32~~) or (c)(~~54~~) above, the division shall issue a modified permit to the permit holder, provided that the holder of the mooring permit shall pay to the division an amount equal to the difference in the amount, if any, that the permit fee for the modified permit exceeds the permit fee paid for the original permit. The expiration date of the modified permit shall be the same as the originally issued permit. Upon expiration of the modified permit, the permit holder may seek reissuance of the permit in accordance with Pda 506.04.

(e) Modification of an existing vessel shall consist of any change that affects vessel information for an existing vessel as described in:

- (1) Pda 511.01(b)(8);
- (2) Pda 511.02(b)(9);
- (3) Pda 511.03(b)(10); or
- (4) Pda 511.05(b)(8).

Readopt with amendment Pda 505.04, effective 8-20-11 (Document # 9975), to read as follows:

Pda 505.04 Updating Certain Information in a Mooring Permit. In order to maintain updated information with the division, each permit holder shall notify the division in writing, within 30 business days of the change, of any changes to information in the permit relating to:

(a) An applicant's name, address, telephone number, or contact person as described in:

- (1) Pda 511.01(b)(1)-(~~76~~);
- (2) Pda 511.02(b)(1)-(~~87~~);
- (3) Pda 511.03(b)(1)-(4), (6), (8)-(9);
- (4) Pda 511.04(b)(1)-(4), (7)-(9); or
- (5) Pda 511.05(b)(1)-(5), (7);

(b) Type of business organization as described in Pda 511.03(b)(7); or

(c) Organizational structure or nature of the business as described in Pda 511.04(b)(5) or (6).

Readopt Pda 506.01-Pda 506.03, effective 8-20-11 (Document # 9975), to read as follows:

PART Pda 506 MOORING PERMIT APPLICATIONS; PROCESSING OF INITIAL APPLICATIONS
AND APPLICATIONS FOR EXISTING MOORINGS

Pda 506.01 Mooring Permit Initial Applications; When Fee Returned. Each person seeking to set a mooring within the state tidal waters shall submit a completed initial mooring application and permit form in accordance with Pda 506.06, Pda 506.07, Pda 506.08, Pda 506.09, or Pda 506.10. If the division determines that there are no mooring locations available in the mooring field, mooring subfield, nearshore area, or at the location requested by the applicant, the division shall return the applicant's initial application and permit form and mooring permit application fee, and the applicant may file a mooring wait list

application in accordance with Pda 509 for a mooring field, mooring subfield, or nearshore area. An application for a mooring at a mooring location not previously permitted may be filed at any time.

Pda 506.02 Types of Mooring Permit Applications.

(a) General use mooring permit applications shall be used by general use and temporary seasonal general use mooring permit applicants.

(b) Shorefront property owner mooring permit applications shall be used by shorefront property mooring permit applicants.

(c) Commercial use mooring permit applications shall be used by commercial use and temporary seasonal commercial use mooring permit applicants.

(d) Commercial mooring for hire mooring permit applications shall be used by commercial mooring for hire mooring permit applicants.

(e) Non-revenue mooring permit applications shall be used by state agencies.

Pda 506.03 Processing of Mooring Permit Applications. The division shall record the date and time of receipt of each completed mooring permit application on the application.

Readopt with amendment Pda 506.04 – Pda 506.05, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.04 Mooring Permit Applications for Existing Moorings.

(a) Except as provided in (f) and g below, no later than January 15 of each year, the division shall mail mooring permit applications to current mooring permit holders. The division shall pre-enter all of the permit holder's information on the permit application relating to the applicant and the vessel, as provided on the applicant's current permit, except the date the applicant is required to specify when signing the application.

(b) Applications shall be mailed to the permit holder at the address specified by the permit holder on the mooring permit then in effect, or, if none is specified, to the permit holder's permanent address.

(c) A mooring permit holder shall only be able to reapply for a mooring permit by submitting an application for the same type of mooring permit currently held, except that, if eligible:

(1) A shorefront property mooring permit holder may submit a permit application for a commercial use or commercial mooring for hire mooring permit as described in Pda 502.07(b);

(2) A shorefront property owner holding a commercial mooring for hire mooring permit as described in Pda 502.07(b) may submit a permit application for a shorefront property mooring permit; and

(3) A general use, shorefront property, or commercial use mooring permit holder may notify the division in writing at the time of a mooring permit reapplication that the:

a. Mooring permit holder will not be using his or her mooring location between April 1

and March 31 of the following year; and

b. Mooring location is available for use as a temporary seasonal mooring pursuant to Pda 506.11.

(d) Any applicant filing a mooring permit application in accordance with this section shall return a completed application with the required information and ~~;~~ documentation for the type of mooring applied for as specified in Pda 511, and the permit fee, to the division's office no later than March 1. Failure to meet the application deadline, whether or not the applicant received an application form with information pre-entered by the division, shall result in a denial in accordance with Pda 507, unless the applicant files a completed application with the required information, documentation, permit fee, and late application fee within 10 business days after March 1. An applicant who fails to comply with the March 1 deadline or the late application deadline shall not submit an application under this section, but may make an application pursuant to Pda 506.01, including possible placement on a wait list under Pda 509, unless the reason for the late application was one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. If the applicant fails to comply with the March 1 deadline or the late application deadline for one of the reasons listed in Pda 514.04(d)(1)c. or Pda 514.05(d)(1)c. and wishes to appeal the permit denial to the authority under Pda 514.06, the applicant shall first file his or her application for reconsideration with the division director under Pda 514.03.

(e) If an application is in compliance with Pda 506.06, Pda 506.07, Pda 506.08, Pda 506.09, or Pda 506.10, as appropriate, and the division grants a permit under Pda 507, the division shall mail, by first class mail, a photocopy of the permit to the mooring permit applicant within 10 business days of permit issuance. The mailing shall be sent to the mooring permit applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

(f) When a current mooring permit holder makes a mooring location available for a temporary seasonal mooring under (c)(43) above, the permit shall remain valid, provided that the permit holder continues to own the vessel named in the permit or complies with Pda 505.03 if the vessel named in the permit is modified or replaced.

(g) A general use mooring permit holder may submit an application to change the category of ~~their~~ his or her existing mooring to commercial at any time during the permit year provided he or she meets all of the commercial mooring application requirements contained within Pda 506.08.

Pda 506.05 Mooring Permit Application: Alteration of Information Relating to Vessel Prohibited; Correction of Certain Incorrect Pre-entered Information.

(a) When a current mooring permit holder makes an application for a mooring permit pursuant to Pda 506.04, the applicant shall not alter information pre-entered on the application by the division relating to the vessel. If any pre-entered information relating to the vessel identified in the permit in such an application requires revisions, or if the applicant has a newly-acquired vessel, the applicant shall comply with the requirements of Pda 505.03.

(b) If any pre-entered information as specified in (c) below is incorrect, the applicant shall make the necessary correction(s) on the application form. The applicant shall return the signed and completed application, the permit fee, and the vessel registration, on or before the deadline specified in Pda 506.04. All applications pursuant to Pda 506.04 shall be returned to the division on or before the deadline specified in Pda 506.04.

(c) The applicant shall correct, on the application form, any incorrect information relating to the

following:

- (1) Any typographical or apparent clerical error, provided that no change to vessel information shall be considered correction of a typographical or clerical error;
- (2) An applicant's name, address, telephone number, or contact person as described in:
 - a. Pda 511.01(b)(1)-(~~76~~);
 - b. Pda 511.02(b)(1)-(~~87~~);
 - c. Pda 511.03(b)(1)-(4), (6), (8)-(9);
 - d. Pda 511.04(b)(1)-(4), (7)-(9); or
 - e. Pda 511.05(b)(1)-(5), (7);
- (3) Type of business organization as described in Pda 511.03(b)(7); or
- (4) Organizational structure or nature of the business as described in Pda 511.04(b)(5) or (6).

Readopt Pda 506.06, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.06 General Use Mooring Permit; Application Requirements; Processing.

(a) An applicant for a general use mooring permit or temporary seasonal general use mooring permit as provided in Pda 506.11(e)(1) shall obtain a general use mooring application form:

- (1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or
- (2) By sending a request in writing, including a self-addressed, **stamped** envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the information and certifications required on the general use mooring permit form, as provided in Pda 511.01(b) and (d).

(c) The applicant shall attach to the application:

- (1) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel; and
- (2) Payment of the mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) The applicant shall:

- (1) Sign and certify the mooring application form; and
- (2) Return the application form with the attachments specified in (c) above.

(e) Upon receipt of an application for a general use mooring permit by the division, the chief harbor master or designee shall verify that:

- (1) The applicant has provided all applicable information requested on the application;
- (2) Information pre-entered on the application by the division has not been altered in violation of Pda 506.05, if the application is an application submitted by a current mooring permit holder;
- (3) A photocopy of the current New Hampshire state registration is attached to the application unless the vessel is not required to be registered under New Hampshire law;
- (4) A photograph of the vessel is attached to the application, if the vessel is not required to be registered under New Hampshire law;
- (5) The vessel information on the New Hampshire state registration is the same vessel information provided on the application, if the vessel is required to be registered under New Hampshire law;
- (6) That there is a mooring location within the mooring field, mooring subfield, or nearshore area or at the location for which application is made, sufficient to accommodate the applicant's vessel;
- (7) The mooring permit fee is paid, and, if paid by check or money order, is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;
- (8) There is no reason to deny the application under Pda 507.02; and
- (9) The applicant has signed and certified the application.

(f) Within 30 business days of receipt of an application for a general use mooring permit by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.

(g) If the applicant is granted a general use mooring permit under Pda 507, and meets the requirements of (e) above, the chief harbor master or designee shall:

- (1) Record the permit number on the permit;
- (2) Assign the mooring location;
- (3) Sign and date the permit; and
- (4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

Readopt with amendment Pda 506.07 and Pda 506.08, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.07 Shorefront Property Mooring Permits.

(a) An applicant for a shorefront property mooring permit shall obtain a shorefront property mooring application form:

- (1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or
- (2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the information and certifications required on the shorefront property mooring permit form, as provided in Pda 511.02(b) and (e), and, if a reapplicant, as provided in Pda 511.02(f).

(c) For an initial application for a shorefront property mooring, the applicant shall attach to the application:

- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
- (2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel;
- (3) A copy of the deed for the shorefront property, from the appropriate county registry of deeds, containing the book and page number for the recorded deed;
- (4) A copy of the most recent property tax bill for the shorefront property;
- (5) A copy of the portion of the tax map of the municipality in which the shorefront property is located, including the property tax map number and lot number;
- (6) Documentation relating to the organizational structure of the applicant, if the applicant is not an individual, as required under Pda 511.02(c)(6), (7), and (8), as applicable; and
- (7) Payment of the mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) An applicant who is reapplying for an existing shorefront property mooring under Pda 506.04 shall attach to the application:

- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
- (2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel;
- (3) A copy of the most recent property tax bill for the shorefront property;
- (4) Documentation relating to the organizational structure of the applicant, if the applicant is not an individual, as required under Pda 511.02(c)(6), (7), and (8), as applicable; and
- (5) Payment of the mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(e) If the applicant is a trust, business organization, or not-for-profit entity, the mooring permit application shall be signed and certified by a duly authorized trustee, officer, partner, manager, proprietor or member of such trust, business organization, or not-for-profit entity, as applicable.

(f) If the applicant is an individual, the applicant shall sign and certify the mooring permit application form.

(g) Upon receipt of an application for a shorefront property mooring permit by the division, the chief harbor master or designee shall verify that:

- (1) The applicant has provided all applicable information and documentation requested on the application under Pda 511.02;
- (2) Information pre-entered on the application by the division has not been altered in violation of Pda 506.05, if the application is an application submitted by a current mooring permit holder;
- (3) The following are attached to the application:
 - a. A photocopy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
 - b. A photograph of the vessel, if the vessel is not required to be registered under New Hampshire law;
 - c. A photocopy of the deed for the shorefront property, if applicable, from the appropriate county registry of deeds, containing the book and page number for the recorded deed;
 - d. A photocopy of the most recent property tax bill for the shorefront property;
 - e. A copy of the portion of the tax map of the municipality in which the shorefront property is located, including the property tax map number and lot number, if applicable; and
 - f. If the applicant is a trust, business organization, or not-for-profit entity, the documentation required under Pda 511.02(c)(6), (7), and (8), as applicable;

- (4) The vessel information on the New Hampshire state registration is the same vessel information provided on the application, if the vessel is required to be registered under New Hampshire law;
 - (5) There is a mooring location within the shorefront property mooring area sufficient to accommodate the applicant's vessel;
 - (6) The mooring permit fee is paid, and, if paid by check or money order, is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;
 - (7) There is no reason to deny the application under Pda 507.02; and
 - (8) The applicant has signed and certified the application.
- (h) Within 30 business days of receipt of the application by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.
- (i) If the applicant is granted a mooring permit under Pda 507, and meets the requirements of (g) above, the chief harbor master or designee shall:
- (1) Record the permit number on the permit;
 - (2) Assign the mooring location;
 - (3) Sign and date the permit; and
 - (4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.
- (j) Marinas, condominiums, condominium unit owners' associations, or any of their individual members, owners, tenants, or related associations shall not be eligible to apply under Pda 500 for a shorefront property mooring.
- (k) Only one shorefront property mooring permit shall be granted for each parcel of shorefront property.

Pda 506.08 Commercial Use Mooring Permit; Application Requirements; Processing.

- (a) An applicant for a commercial use mooring permit or temporary seasonal commercial use mooring permit as provided in Pda 506.11(e)(2) shall:
- (1) Obtain a commercial use mooring permit application form:
 - a. In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or
 - b. By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(2) Provide the information and certifications required on the commercial use mooring application form, as provided in Pda 511.03(b) and (d); and

(3) Attach to the application the following:

a. Documentation relating to the business organization as required under Pda 511.03(c)(2)-(5), as applicable; and

b. Payment of the mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH".

(b) If the applicant is engaged in commercial fishing, the applicant shall attach to the application:

(1) A photocopy of the New Hampshire fish and game saltwater fishing license or New Hampshire fish and game commercial lobster license of the applicant or, if the applicant is a business entity, of at least one officer or one member of the business entity; and

(2) Documentary evidence of the commercial sales of marine species for the prior calendar year, unless the business is starting up in the year of application.

(c) If the applicant operates a charter boat, the applicant shall attach to the application:

(1) A photocopy of the US Coast Guard Captain's license of the applicant, or, if the applicant is a business entity, of at least one officer or one member of the business entity, for the type and size of vessel of the applicant;

(2) A minimum of 2 items of business identification from the following list:

a. A business brochure;

b. A photocopy of the passenger manifest or log book for the most recent month of business operations within the last 12 months prior to the application;

c. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; and

d. Evidence of membership in a business or marine-related trade association, including, but not limited to:

1. A current membership card; or

2. A letter from an officer of the association attesting to the current membership of the applicant in the association.

(d) If the applicant is a water-dependent business, as defined in Pda 502.31 the applicant shall attach

to the application:

(1) A minimum of 2 items of business identification from the following list:

- a. A business brochure;
- b. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; and
- c. Evidence of membership in a business or marine-related trade association, including, but not limited to:
 1. A current membership card; or
 2. A letter from an officer of the association attesting to the current membership of the applicant in the association;

~~(2) If a water dependent business as defined in Pda 502.31(a), an explanation of how the commercial vessel mooring is used to further the purposes of the water-dependent business as defined in Pda 502.31 (a) or (b), as applicable. ; and~~

~~(3) If a water dependent business as defined in Pda 502.31(b), an explanation of how the commercial use mooring is used to further the purposes of the business.~~

(e) If the applicant business organization is a business entity other than a sole proprietorship or partnership, the application shall be:

- (1) Signed and certified by a duly authorized officer or member of such business entity; and
- (2) Returned with the attachments specified in (a)(3), (b), (c), and (d), above.

(f) If the applicant business organization is a sole proprietorship or partnership, the applicant shall:

- (1) Sign and certify the mooring application form; and
- (2) Return the application form with the attachments specified in (a)(3), (b), (c), and (d) above.

(g) Upon receipt of an application for a commercial use mooring permit by the division, the chief harbor master or designee shall verify that:

- (1) The applicant has provided all applicable information and documentation required under Pda 511.03;
- (2) Information pre-entered on the application by the division has not been altered in violation of Pda 506.05, if the application is an application submitted by a current mooring permit holder;
- (3) A copy of the current New Hampshire commercial vessel state registration is attached to the application;
- (4) The vessel information on the New Hampshire state registration is the same vessel information provided on the application;

(5) There is a mooring location within the mooring field, mooring subfield, or nearshore area or at the location for which application is made, sufficient to accommodate the applicant's vessel;

(6) The mooring permit fee is paid, provided that fees paid by check or money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(7) The applicant has provided proof of bona fide commercial activity under (b), (c), or (d) above;

(8) There is no reason to deny the application under Pda 507.02; and

(9) The applicant has signed and certified the application.

(h) Within 30 business days of receipt of an application for a commercial use mooring permit by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.

(i) If the applicant is granted a commercial use mooring permit under Pda 507, and meets the requirements of (g) above, the chief harbor master or designee shall:

(1) Record the permit number on the permit;

(2) Assign the mooring location;

(3) Sign and date the permit; and

(4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

Readopt Pda 506.09, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.09 Commercial Mooring For Hire Mooring Permit; Application Requirements; Processing.

(a) An applicant for a commercial mooring for hire mooring permit shall obtain a commercial mooring for hire mooring permit application form:

(1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or

(2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the information and certification required on the commercial

mooring for hire mooring permit application form, as provided in Pda 511.04(b) and (d) and, if a shorefront property owner reapplicant, as provided in Pda 511.04(e). If the applicant is a marina or condominium unit owners' association, the application may be for a collective mooring area with one or more proposed mooring locations or for an individual mooring not contained in a plan for a collective mooring area. If the applicant is a shorefront property owner, the application shall only be for one individual mooring within the shorefront property owner's shorefront property mooring area.

(c) The applicant shall attach:

(1) Documentation relating to the entity as required under Pda 511.04(c)(1)-(6), as applicable; and

(2) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) If a marina, the applicant shall attach to the application:

(1) Documentation that demonstrates that the applicant meets the definition of a marina, such as, but not limited to, the following:

a. A business brochure or a photograph of signage relating to the marina;

b. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; or

c. Evidence of membership in a business or marine-related trade association, including, but not limited to:

1. A current membership card; or

2. A letter from an officer of the association attesting to the current membership of the applicant in the association; and

(2) An explanation of how the commercial mooring(s) for hire is used to further the purposes of the business.

(e) The applicant, or its duly authorized officer or member, shall:

(1) Sign and certify the mooring application form; and

(2) Return the application form with the attachments specified in (c) and (d) above, as applicable.

(f) Upon receipt of an application for a commercial mooring for hire by the division, the chief harbor master or designee shall verify that:

(1) The applicant has provided all applicable information and documentation required on the application;

(2) Information pre-entered on the application by the division has not been altered in violation

of Pda 506.05, if the application is an application submitted by a current mooring permit holder;

(3) If the application is for a single commercial mooring for hire, that there is a mooring location within the mooring field, mooring subfield, or nearshore area or at the location for which application is made, sufficient to accommodate the maximum LOA as specified in the application;

(4) If the application is for a collective mooring area, that there is one or more mooring locations within the mooring field, mooring subfield, or nearshore area for which application is made, sufficient to accommodate the maximum LOA(s) as specified in the application;

(5) The mooring permit fee is paid, provided that fees paid by check or money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

(6) The applicant, if a marina, has provided proof of bona fide commercial activity under (d) above;

(7) There is no reason to deny the application under Pda 507.02; and

(8) The applicant has signed and certified the application.

(g) Upon verification of the information in (f) above, the chief harbor master or designee shall forward the application to the division director.

(h) The division director shall review the application and prepare a report that includes a summary of the application and a recommendation for approval or denial. If the application is for a collective mooring area, the director shall review and make a recommendation for each mooring location proposed on the plan. The director's report shall be forwarded to the authority for approval or denial of the application. The authority shall approve or deny the application in accordance with the criteria in Pda 507.02.

(i) If the applicant is granted a mooring permit under Pda 507, and meets the requirements of (f) above, the chief harbor master or designee shall, for each individual mooring and for each mooring in a collective mooring area:

(1) Record the permit number on the permit;

(2) Assign the mooring location;

(3) Sign and date the permit; and

(4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

Readopt with amendment Pda 506.10, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.10 Non-Revenue Mooring Permits; Waiver of Fees.

(a) An applicant for a non-revenue mooring permit shall obtain a non-revenue mooring application form:

(1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or

(2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the information and certification required on the non-revenue mooring permit form for each mooring field, mooring subfield, nearshore area, or mooring location, as provided in Pda 511.05(b) and (d).

(c) The applicant shall attach to the application:

(1) A copy of the current New Hampshire state registration(s) for the vessel(s) listed on the mooring permit application; and

(2) The request for a non-revenue mooring as described in (h) below.

(d) The applicant shall:

(1) Sign and certify the mooring application form; and

(2) Return the application form with the attachments specified in (c) above.

(e) Upon receipt of an application for a non-revenue mooring permit by the division, the chief harbor master or designee shall verify that:

(1) The applicant has provided all applicable information requested on the application;

(2) Information pre-entered on the application by the division has not been altered in violation of Pda 506.05, if the application is an application submitted by a current mooring permit holder;

(3) A photocopy of the current New Hampshire state registration(s) is attached to the application;

(4) The vessel information on the New Hampshire state registration is the same vessel information provided on the application;

(5) ~~That~~ There is a mooring location(s) within the mooring field, mooring subfield, or nearshore area or at the location(s) for which application is made, sufficient to accommodate the applicant's vessel(s);

(6) There is no reason to deny the application under Pda 507.02; and

(7) The applicant has signed and certified the application.

(f) Within 30 business days of receipt of the application by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.

(g) If the applicant is granted a mooring permit under Pda 507, and meets the requirements of (e) above and (h) and (i) below, the chief harbor master or designee shall:

- (1) Record the permit number(s) on the permit(s);
- (2) Assign the mooring location(s);
- (3) Sign and date the permit; and
- (4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

(h) In addition to the application, the applicant shall submit a written request to the division. There shall be a separate written request for each mooring field, mooring subfield, nearshore area, or location for which a mooring(s) is requested.

(i) The request submitted pursuant to (h) above shall, at a minimum, include:

- (1) The location(s) of the non-revenue mooring or the mooring field, mooring subfield, or nearshore area in which the non-revenue mooring(s) is to be located;
- (2) The reason(s) a non-revenue mooring(s) is needed;
- (3) The number of non-revenue mooring(s) requested;
- (4) The length of time the mooring(s) is needed; and
- (5) The LOA and draft of the vessel(s) to be moored.

(j) The request for a non-revenue mooring shall be directly related to the state agency's statutory duties or responsibilities.

(k) A non-revenue mooring permit shall be issued for a period of no more than one year. Waiver(s) of mooring fees shall be automatically reconsidered ~~considered~~ annually for applicants under this section only upon receipt by the division of a non-revenue mooring application and the review of a non-revenue mooring request containing the information required in (i)(1)-(5).

Readopt Pda 506.11, Pda 507.01, and Pda 507.02, effective 8-20-11 (Document # 9975), to read as follows:

Pda 506.11 Temporary Seasonal Mooring Permit: Application Requirements: Processing.

(a) If a general use mooring permit holder or a shorefront property mooring permit holder makes the mooring location available for use as a temporary seasonal mooring, the permit holder shall notify the division in writing prior to March 1. The chief harbor master or designee shall follow the wait list procedures in Pda 509.06(b) to determine if any person on the wait list wishes to apply for a temporary seasonal mooring permit at the mooring location.

(b) If a commercial use mooring permit holder makes the mooring location available for use as a temporary seasonal mooring, the permit holder shall notify the division in writing prior to March 1. The chief harbor master or designee shall follow the wait list procedures in Pda 509.06(c) to determine if any person on the wait list wishes to apply for a temporary seasonal mooring permit at the mooring location, provided that only a party engaged in bona fide commercial activity as provided in Pda 506.08(b), (c), or (d) shall qualify for a temporary seasonal mooring at the mooring location.

(c) The chief harbor master or designee shall notify the person highest on the wait list contacted under (a) or (b) above who expresses a timely interest in obtaining a temporary seasonal mooring permit that the person may file a temporary seasonal mooring application for the available mooring location. At the same time, the chief harbor master or designee shall provide the person with contact information of the person whose mooring equipment is in place at the mooring location.

(d) Within 10 business days of the notification under (c) above, a temporary seasonal mooring permit applicant shall complete a temporary seasonal mooring permit application.

(e) An applicant for a temporary seasonal mooring permit for a:

(1) General use mooring shall make an application for a temporary seasonal general use mooring in accordance with Pda 506.06(a)-(d); and

(2) Commercial use mooring shall make an application for a temporary seasonal commercial use mooring, in accordance with Pda 506.08(a)-(f).

(f) Upon receipt by the division of a temporary seasonal mooring permit application form for a:

(1) Temporary seasonal general use mooring permit, the chief harbor master or designee shall verify that:

a. The applicant has provided all applicable information requested on the application;

b. A photocopy of the current New Hampshire state registration is attached to the application unless the vessel is not required to be registered under New Hampshire law;

c. A photograph of the vessel is attached to the application, if the vessel is not required to be registered under New Hampshire law;

d. The vessel information on the New Hampshire state registration is the same vessel information provided on the application, if the vessel is required to be registered under New Hampshire law;

e. The mooring location is sufficient to accommodate the applicant's vessel;

f. The mooring permit fee is paid, and, if paid by check or money order, is made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;

g. There is no reason to deny the application under Pda 507.02; and

h. The applicant has signed and certified the application; and

(2) Temporary seasonal commercial use mooring permit, the chief harbor master or designee shall verify that:

- a. The applicant has provided all applicable information and documentation required on the application;
- b. A copy of the current New Hampshire commercial vessel state registration is attached to the application;
- c. The vessel information on the New Hampshire state registration is the same vessel information provided on the application;
- d. The mooring location is sufficient to accommodate the applicant's vessel;
- e. The mooring permit fee is paid, provided that fees paid by check or money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH" and is attached to the application;
- f. The applicant has provided proof of bona fide commercial activity under (b) above;
- g. There is no reason to deny the application under Pda 507.02; and
- h. The applicant has signed and certified the application.

(g) Within 30 business days of receipt of the application by the division, the chief harbor master or designee shall grant or deny the application consistent with the provisions of Pda 507.02.

(h) If the applicant is granted a temporary seasonal mooring permit under Pda 507, and meets the requirements of (f) above, the chief harbor master or designee shall:

- (1) Record the permit number on the permit;
- (2) Assign the mooring location;
- (3) Sign and date the permit; and
- (4) Mail a photocopy of the permit to the applicant at the address specified by the applicant on the mooring permit application, or, if none is specified, to the applicant's permanent address.

(i) If a temporary seasonal mooring permit is granted pursuant to Pda 507 between April 1 and September 30, and the temporary seasonal mooring permit holder supplies his or her own mooring equipment, the permit holder shall have 30 business days from the date of issuance of the mooring permit to set the mooring equipment in accordance with Pda 510.

(j) A mooring permit holder who has made a mooring location available for use as a temporary seasonal mooring shall:

- (1) Not use the mooring during the time period covered by the temporary mooring permit; and
- (2) Be able to make the mooring location available for use as a temporary seasonal mooring again only after at least one mooring season has elapsed after the mooring's use as a temporary

seasonal mooring location.

PART Pda 507 GRANT OR DENIAL OF MOORING APPLICATIONS; REVOCATION OF PERMITS;
HEARINGS

Pda 507.01 Granting of Mooring Applications; Priority.

(a) If a wait list exists for the mooring field, mooring subfield, or nearshore area for which a mooring permit application is received, the division shall place a mooring permit applicant on a mooring wait list, as provided in Pda 509.

(b) If no wait list exists for the mooring location for which a mooring permit application is made under Pda 506.01, a mooring permit shall be granted to an applicant if:

- (1) The division determines that the applicant meets the requirements for the mooring permit for which the applicant applied under Pda 506;
- (2) There is a mooring location available in the requested mooring field, mooring subfield, or nearshore area or in the requested location that is suited to the LOA and draft of the vessel;
- (3) The division has not denied the application under Pda 507.02; and
- (4) The applicant's application is the earliest complete mooring application received by the division for the requested mooring field, mooring subfield, nearshore area, or mooring location, if more than one application for the mooring field, mooring subfield, nearshore area, or mooring location was received by the division.

Pda 507.02 Reasons for Denial of Application.

(a) The director shall deny a mooring permit application if:

- (1) The division has not received the completed application, required documentation, and permit fee by the deadline specified in Pda 506.04;
- (2) The applicant has altered any information pre-entered by the division, as prohibited under Pda 506.05;
- (3) There is no available space in the requested mooring field, mooring subfield, or nearshore area;
- (4) There is no mooring location in the requested mooring field, mooring subfield, or nearshore area or at the requested location for the applicant's vessel in compliance with Pda 504.01(c)(1) and (2);
- (5) The applicant has not included the required mooring permit fee or, if applicable, late application fee;
- (6) The vessel cannot be provided with a mooring location in the requested mooring field, mooring subfield, or nearshore area or at the requested location without interfering with or impeding navigation, thus constituting a hazard to public safety;

(7) The division determines that the water depth, shoreline configuration, wind exposure, domestic water use in the area, or other environmental conditions and effects are such that the vessel cannot be moored in a mooring location in the requested mooring field, mooring subfield, or nearshore area or at the requested location;

(8) The mooring cannot be located in the requested mooring field, mooring subfield, or nearshore area or at the requested location without unreasonably interfering with recreational uses of the water and adjacent land as described in (b) below;

(9) The applicant has not provided the required information and documentation under Pda 506.06, Pda 506.07, Pda 506.08, Pda 506.09, or Pda 506.10, for the type of permit applied for;

(10) The applicant has provided materially false information on the application form, or has provided materially false or invalid information in any of the documentation required under Pda 506;

(11) The applicant has failed to:

a. Timely pay any fees or other costs due to the authority or the division under RSA 12-G:42-53 or rules adopted thereunder, and such fees or other costs remain due and payable at the time the application is filed;

b. Timely pay any fines assessed under RSA 12-G:52 or RSA 12-G:52-a, and such fine or fines remain due and payable at the time the application is filed; or

c. Obey any lawful order of the director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master, and full compliance with such lawful order remains outstanding at the time the application is filed; or

(12) The applicant has submitted an application containing false certifications.

(b) For the purposes of (a)(8) above, a mooring location shall be considered an unreasonable interference if it would:

(1) Interfere with a shorefront property abutter's use of the water in front of his or her property;

(2) Pose a safety hazard to users of the state tidal waters; or

(3) Creates any other interference that would constitute a hazard or nuisance.

Readopt with amendment Pda 507.03, effective 8-20-11 (Document # 9975), to read as follows:

Pda 507.03 Revocation of Mooring Permit.

(a) The director, after notice and an opportunity for a hearing, shall revoke a mooring permit for any of the following reasons:

(1) The location of the mooring interferes with or impedes navigation, thus constituting a hazard to public safety, and it is not possible to relocate the mooring within the mooring field, mooring subfield, or nearshore area or near the requested location so as to remove the hazard;

- (2) A shorefront property owner who applied for and received a shorefront property mooring permit or a commercial mooring for hire mooring permit has subsequently sold the shorefront property;
- (3) The mooring was transferred for any reason other than the reasons allowed in Pda 508;
- (4) The applicant has provided materially false information on the application form, or has provided materially false or invalid information in any of the documentation required under Pda 506;
- (5) The applicant has submitted an application containing false certifications;
- (6) The division determines that the water depth, shoreline configuration, wind exposure, domestic water use in the area, or other environmental conditions and effects are such that the location is no longer appropriate for moorings and it is not possible to relocate the mooring so as to avoid the problem;
- (7) The mooring is located in the mooring field, mooring subfield, or nearshore area or at the requested location in a manner causing unreasonable interference with recreational uses of the water and adjacent land as described in (b) below, and it is not possible to relocate the mooring within the mooring field, mooring subfield, or nearshore area or near the requested location so as to avoid the interference;
- (8) The permit holder obtains a different vessel or modifies an existing vessel and fails to comply with Pda 505.03 before attaching the different or modified vessel to the permit holder's mooring;
- (9) The permit holder failed to install a mooring buoy within the time period required under Pda 510.01;
- (10) The permit holder failed to obey any lawful order of the director, the chief harbor master, the deputy chief harbor master, a harbor master, or an assistant harbor master;
- (11) The permit holder violated any provision of:
 - a. RSA 12-G; or
 - b. Any rule adopted by the authority under RSA 12-G;
- (12) The permit holder made any change in the mooring location without prior written authorization from the division;
- (13) The permit holder ceases to have any ownership interest in the vessel identified in the permit holder's permit;
- (14) The permit holder failed to pay any fines or costs assessed under RSA 12-G relating to vessels or moorings;
- (15) The permit holder failed to mark the mooring buoy in accordance with Pda 510.02;

(16) The permit holder returned the permit to the division in accordance with Pda 507.05; or

(17) The permit holder did not provide the written notification to the division required under Pda 507.05(a); or

(18) The permit holder is convicted of a crime in any jurisdiction in which the mooring was used in the furtherance of criminal activity.

(b) For the purposes of (a)(7) above, a mooring location shall be considered an unreasonable interference if it:

(1) Interferes with a shorefront property abutter's use of the water in front of his or her property;

(2) Poses a safety hazard to users of the state tidal waters; or

(3) Creates any other interference that would constitute a hazard or nuisance.

Readopt Pda 507.04- Pda 507.06, effective 8-20-11 (Document # 9975), to read as follows:

Pda 507.04 Hearings: Notice of Denial.

(a) Any hearing required pursuant to Pda 507.03(a) shall be held by the director or designee.

(b) If a mooring permit is denied, or revoked under Pda 507.03 after notice and opportunity for a hearing, notice of the denial or revocation and the reason(s) therefore shall be sent to the applicant in writing within 10 business days of the decision.

Pda 507.05 Written Notification and Return of Permit Required in Certain Circumstances.

(a) A mooring permit holder shall provide written notification to the division within 15 business days of:

(1) The sale or other disposition of the vessel for which the permit has been issued;

(2) The sale of the shorefront property used to qualify for a shorefront property mooring permit;

(3) The sale of the shorefront property used to qualify for a commercial mooring for hire mooring permit as described in Pda 502.05(b); or

(4) The mooring permit holder's not requiring the mooring for any reason.

(b) A person required under (a)(1) or (4) above to provide written notification to the division shall return the permit to the division within 15 business days of the event requiring notification under (a)(1) or (4) above.

(c) A person required under (a)(2) and (3) above to provide written notification to the division shall return the permit to the division within 30 business days of the sale of the qualifying shorefront property.

(d) A new mooring permit shall not be issued to the mooring permit holder within the period of time covered by the permit required to be returned, if the holder fails to return the permit as required under (a) above.

Pda 507.06 Removal of Equipment When Permit Revoked.

(a) When a mooring permit is revoked, the owner of the mooring shall remove the block and tackle or other mooring equipment pursuant to Pda 510.07.

(b) If the owner of the mooring fails to remove the block and tackle or other mooring equipment within the time required under Pda 510.07, the division shall cause the block and tackle or other mooring equipment to be removed in accordance with Pda 510.08, at the expense of the owner.

Readopt with amendments Pda 508.01 and Pda 508.02, effective 8-20-11 (Document # 9975), to read as follows:

PART Pda 508 TRANSFER OF MOORING PERMITS

Pda 508.01 Transfer of Commercial Use Mooring Permits.

(a) A commercial vessel owner may transfer his or her commercial use mooring permit(s) to a new owner if the permit holder's business, including the vessel for which the commercial use mooring permit(s) was issued by the division, is sold or under a contract of sale, subject to:

(1) The buyer's submitting an application for a commercial use mooring permit for the same type of business or another type of business that would qualify for a commercial use mooring permit and all applicable documentation;

(2) Payment of the commercial use mooring permit transfer fee for transfers pursuant to Pda 508.01(a), provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development authority, Division of Ports and Harbors" or "PDA-DPH;" and

(3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial use mooring permit.

(b) The owner of a water-dependent business as described in Pda 502.31(b) may transfer his or her commercial use mooring permit(s) to a new owner if the permit holder's business is sold or under contract of sale, subject to:

(1) The buyer's submitting an application for a commercial use mooring permit for a water-dependent business as described in Pda 502.31(b) and all applicable documentation;

(2) Payment of the commercial use water dependent business mooring permit transfer fee for transfers pursuant to Pda 508.01(b), provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH;" and

(3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial use mooring permit.

(c) The division shall only consider written transfer requests made by the owner of record and mailed or hand delivered to its office at:

Deliver To:

Mail To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

~~Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801~~

(d) If a holder of a commercial use mooring permit ceases operation of the commercial entity for which the permit was issued, the permit shall lapse.

Pda 508.02 Transfer of Commercial Mooring for Hire Mooring Permit.

(a) A holder of a commercial mooring for hire mooring permit may transfer his or her commercial mooring for hire mooring permit(s) to a new owner if the permit holder's business is sold or transferred, subject to:

- (1) The buyer's submitting an application for a commercial mooring for hire mooring permit and all applicable documentation;
- (2) Payment of the commercial mooring for hire mooring permit transfer fee for transfers pursuant to Pda 508.02, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or PDA-DPH;" and
- (3) Approval of the transfer by the authority upon the buyer's showing that he or she has complied with all the requirements for a commercial mooring for hire mooring permit.

(b) The division shall only consider written transfer requests made by the owner of record and mailed or hand delivered to its office at:

Deliver To:

Mail To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

~~Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801~~

(c) If the holder of a commercial mooring for hire mooring permit ceases operation of the business for which the permit was issued, the permit shall lapse.

(d) If a shorefront property owner holding a commercial mooring for hire mooring permit as described in Pda 502.05(b) sells the shorefront property, the commercial mooring for hire mooring permit shall not be transferable under this section to the new owner of the property, but the new property owner may apply for either a shorefront property mooring permit or a commercial mooring for hire mooring permit in accordance with Pda 509.05(d).

Readopt Pda 508.03, effective 8-19-16 (Document # 11160), to read as follows:

Pda 508.03 Transfer of General Use, Shorefront Property Owner, Commercial Use, or Commercial Mooring for Hire Mooring Permit to Surviving Spouse.

(a) If a vessel is owned by spouses jointly with right of survivorship and passes to a surviving spouse

as a result of death, and the spouse whose name appears on a general use, shorefront property, or commercial use mooring permit, or on a commercial mooring for hire mooring permit held by a shorefront property owner as described in Pda 502.05(b) and granted by the division, dies during the term of the permit, the division shall transfer the permit to the name of the surviving spouse if the conditions under (c) below are met.

(b) If ownership of a vessel previously owned by a deceased spouse whose name appears on a general use, shorefront property, or commercial use mooring permit, or on a commercial mooring for hire mooring permit held by a shorefront property owner as described in Pda 502.05(b) and granted by the division, passes by will or in accordance with the laws of intestacy to a surviving spouse, the division shall transfer the permit to the name of the surviving spouse if the conditions under (c) below are met.

(c) The surviving spouse shall present a written request for transfer under this section to the division at the time that an application for an existing mooring permit under Pda 506.04 is filed with the division, on or before the March 1 deadline. If the death occurred within 10 days before the March 1 deadline and the surviving spouse submits the request within 10 business days after March 1, the surviving spouse shall pay only the mooring permit application fee and no late fee.

(d) The surviving spouse shall provide the following documentation at the time of filing:

- (1) The death certificate of the deceased spouse;
- (2) Proof that the vessel was owned jointly by the spouses, if the vessel was owned jointly with right of survivorship; and
- (3) Either:
 - a. A copy of the decree of the probate court granting ownership of the vessel to the surviving spouse, if the ownership of the vessel passed to the surviving spouse by will or in accordance with the laws of intestacy; or
 - b. Evidence that the estate of the deceased spouse is in probate and that the ownership of the vessel will pass to the surviving spouse by will or in accordance with the laws of intestacy.

Readopt with amendment Pda 509.01, effective 8-20-11 (Document # 9975), cited and to read as follows:

PART Pda 509 MOORING WAIT LISTS

Pda 509.01 Mooring Wait Lists.

(a) When the division determines that a mooring field, mooring subfield, or nearshore area is at capacity, the division shall establish and maintain a mooring wait list for each mooring field, mooring subfield, or nearshore area.

(b) Mooring wait lists shall be established for mooring fields, subfields, and nearshore areas in the following areas:

- (1) Cocheco River;

- (2) Cochecho River nearshore area;
- (3) Exeter Town Landing;
- (4) Exeter Town Landing nearshore area;
- (5) Portsmouth Harbor, including the following subfields:
 - a. Goat Island;
 - b. Goat Island nearshore area;
 - c. Goat Island Back Channel;
 - d. Goat Island Back Channel nearshore area;
 - e. Hart's Cove;
 - f. Hart's Cove nearshore area;
 - g. Peirce Island;
 - h. Peirce Island nearshore area;
 - i. Peirce Island Back Channel;
 - j. Peirce Island Back Channel nearshore area;
 - k. Portsmouth North Mill Pond;
 - l. Portsmouth North Mill Pond nearshore area;
 - m. Portsmouth Yacht Club area;
 - n. Portsmouth Yacht Club nearshore area;
 - o. Outer Cutts Cove; and
 - p. Outer Cutts Cove nearshore area;
- (6) Great Bay;
- (7) Great Bay nearshore area;
- (8) Hampton, including the following subfields;
 - a. Area 1, in the vicinity of the boat ramp at Hampton Harbor Marine Facility; ~~Beach state park~~;
 - b. Area 1-A, the nearshore area of area 1 subfield of Hampton;

- c. Area 2, extending north-west from area 1, in the tidal flats up to the area known as the Willows;
 - d. Area 2-A, the nearshore area of area 2 subfield of Hampton;
 - e. Area 3, in the Hampton River in the vicinity of Blind Creek and Tide Mill Creek, north-west of area 2;
 - f. Area 3-A, the nearshore area of area 3 subfield of Hampton;
 - g. Area 4, in the Hampton River, north of area 3, by Nudds Canal;
 - h. Area 4-A, the nearshore area of area 4 subfield of Hampton;
 - i. Area 5, north of Great Boars Head on the oceanfront, in the vicinity of North Beach and Plaice Cove; and
 - j. Area 5-A, the nearshore area of area 5 subfield of Hampton;
- (9) Gosport Harbor;
- (10) Gosport Harbor nearshore area;
- (11) Lamprey River;
- (12) Lamprey River nearshore area;
- (13) Little Bay, including the following subfields;
- a. Area 1, in the vicinity of Upper Fox Point, just south of Fox Point;
 - b. Area 1-A, the nearshore area of area 1 subfield of Little Bay;
 - c. Area 2, the Fox Point area, east of Fox Point;
 - d. Area 2-A, the nearshore area of area 2 subfield of Little Bay;
 - e. Area 3, the Adams Point area, extending $\frac{1}{4}$ mile north of Adams Point;
 - f. Area 3-A, the nearshore area of area 3 subfield of Little Bay;
 - g. Area 4, the Scammel Bridge area, immediately adjacent to and south of the Scammel Bridge and including the area around Cedar Point on the west and extending to Boston Harbor Road to the east; and
 - h. Area 4-A, the nearshore area of area 4 subfield of Little Bay;
- (14) Little Harbour;
- (15) Little Harbour nearshore area;

- (16) Newfields Town Landing;
- (17) Newfield Town Landing nearshore area;
- (18) Oyster River;
- (19) Oyster River nearshore area;
- (20) The following Piscataqua River areas:
 - a. Newington Town Landing/Patterson Lane;
 - b. Newington Town Landing/Patterson Lane nearshore area;
 - c. Bloody Point;
 - d. Bloody Point nearshore area;
 - e. Hilton Park; and
 - f. Hilton Park nearshore area;
- (21) Rye Harbor;
- (22) Rye Harbor nearshore area;
- (23) Sagamore Creek;
- (24) Sagamore Creek nearshore area;
- (25) Seabrook; and
- (26) Seabrook nearshore area.

Readopt Pda 509.02 – Pda 509.05, effective 8-20-11 (Document # 9975), to read as follows:

Pda 509.02 Maps of Mooring Field, Mooring Subfields, and Nearshore Areas. The division shall maintain maps at the division office of mooring fields, mooring subfields, and nearshore areas.

Pda 509.03 Wait List Application.

(a) A person seeking to be placed on a mooring field, mooring subfield, or nearshore area wait list shall obtain a mooring wait list application form:

- (1) In person, from the division office located at 555 Market Street, Portsmouth, New Hampshire; or
- (2) By sending a request in writing, including a self-addressed, stamped envelope to the division office at the following address:

Pease Development Authority

Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the information required on the mooring wait list application form, as provided in Pda 511.06.

(c) The applicant shall attach to the application the mooring wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

Pda 509.04 Placement on Mooring Wait Lists.

(a) The division shall place the applicant's name on the wait list or lists for the mooring field(s), mooring subfield(s), or nearshore area(s) that the applicant has indicated in the wait list application, if the applicant has paid the mooring wait list fee(s).

(b) No wait list applicant shall be listed more than once on a mooring wait list for a mooring field, mooring subfield, or nearshore area. A wait list applicant may be listed in more than one subfield within a mooring field. A wait list applicant may be listed both in a mooring field or mooring subfield and the nearshore area of the mooring field or mooring subfield.

(c) The applicant's position on the wait list shall be determined by the date and time a completed mooring application or mooring wait list application is received by the division, with the earliest received application being placed higher on the list for the requested mooring field(s) mooring subfield(s), or nearshore area(s), except as provided in (d) below.

(d) A shorefront property mooring permit applicant or a shorefront property owner making an application for a commercial mooring for hire mooring permit as described in Pda 502.05(b) shall be placed at the top of the wait list for the requested mooring field, mooring subfield, or nearshore area that encompasses the shorefront property mooring area of such applicant. If there is more than one shorefront property mooring permit applicant or water-dependent business applicant for the requested mooring field, mooring subfield, or nearshore area, placement on the wait list shall be determined by the date and time a completed application or mooring wait list application was received by the division, the earliest received application being placed higher on the list for the requested mooring field, mooring subfield, or nearshore area. If the shorefront property owner already has a mooring, the preference granted in this paragraph shall not apply.

Pda 509.05 Procedures for Shorefront Property Owners.

(a) If a shorefront property owner submits an application for a shorefront property owner mooring permit or for a commercial mooring for hire mooring permit as described in Pda 502.05(b), and a mooring location is available within the property owner's shorefront property mooring area, the shorefront property owner shall:

(1) If an applicant for a shorefront property mooring permit, be granted a shorefront property mooring permit upon receipt by the division of a completed shorefront property mooring application form and payment of the mooring permit fee; or

(2) If an applicant for a commercial mooring for hire mooring permit as described in Pda 502.05(b), be granted a commercial mooring for hire mooring permit within the shorefront

property mooring area, upon receipt by the division of a completed commercial mooring for hire mooring permit application form and payment of the mooring permit fee.

(b) If a shorefront property owner submits an application for a shorefront property mooring permit or a commercial mooring for hire mooring permit as described in Pda 502.05(b), and a mooring location is not available within the property owner's shorefront property mooring area, the shorefront property owner applicant shall be subject to wait list procedures pursuant to Pda 509.04(c).

(c) A shorefront property owner shall not hold both a shorefront property mooring permit and a commercial mooring for hire mooring permit as described in Pda 502.05(b) at the same time relative to the same property.

(d) The following shall apply if a shorefront property owner sells the shorefront property relative to which a shorefront property mooring permit or a commercial mooring for hire mooring permit was issued:

- (1) The mooring permit shall expire 30 days after the sale of the property;
- (2) The mooring permit shall be returned to the division in accordance with Pda 507.05(c);
- (3) During the 30-day period after the sale of the property, the new owner of the shorefront property may apply for either a shorefront property mooring permit or a commercial mooring for hire mooring permit for the existing mooring location, subject to the requirements of (a) and (b) above; and
- (4) If the new owner does not make such an application within the 30-day period, the mooring location shall be available to the next person on the wait list, if a wait list exists for the area in which the mooring is located.

Readopt with amendment Pda 509.06, effective 8-20-11 (Document # 9975), to read as follows:

Pda 509.06 Wait List Procedures.

(a) For purposes of this section, "written notice" means notice sent by certified mail.

(b) When a mooring location becomes available in a wait list mooring field, mooring subfield, or nearshore area, the chief harbor master or designee shall send written notice to the first 5 persons on the wait list for that mooring field, mooring subfield, or nearshore area, subject to (c) below, that a mooring location(s) might be available for the mooring field, mooring subfield, or nearshore area, and which mooring location(s) might be available. Each person contacted shall indicate his or her interest in obtaining a mooring permit for a mooring location identified as potentially available in the mooring field, mooring subfield, or nearshore area within 10 business days of the receipt of written notice by the division. If the number of moorings available exceeds the number of persons expressing an interest in a mooring, the chief harbor master or designee shall send written notice to the next 5 persons in order of priority on the wait list, subject to (c) below. For purposes of this paragraph, waiting lists shall be divided into groups of 5 according to placement on the wait list, and mailings shall be sent out in groups of 5, or, if there are fewer than 5 persons in a group, to each person in the group.

(c) If the available mooring was used for commercial purposes by an entity that would have qualified for a commercial use mooring permit, the following procedures shall apply:

- (1) The chief harbor master or designee shall send written notice to the first person on the wait

list who has stated an intention to apply for a commercial use permit on the wait list for that mooring field, mooring subfield, or nearshore area, that a mooring location might be available for the mooring field, mooring subfield, or nearshore area and which mooring location might be available;

(2) The person contacted shall indicate his or her interest in obtaining a mooring permit for the mooring field, mooring subfield, or nearshore area within 10 business days of the receipt of written notice by the division;

(3) If the person contacted does not indicate an interest in obtaining a commercial use mooring permit for the mooring location in the mooring field, mooring subfield, or nearshore area within the required time, the chief harbor master or designee shall notify the next person on the wait list for that mooring field, mooring subfield, or nearshore area who has stated an intention to apply for a commercial use permit, subject to the conditions as provided in (1) above; and

(4) If none of the persons who stated an intention to apply for a commercial use permit for that mooring field, mooring subfield, or nearshore area indicates an interest in the mooring location, the chief harbor master or designee shall follow the procedures in (b) above and send written notice to persons on the wait list in order of priority.

(d) The chief harbor master or designee shall notify the person highest on the wait list contacted under (b) or (c) above who expresses an interest within the 10 business day period in obtaining a mooring permit that the person may file a mooring application for the available mooring location. Within 10 business days of notification of permission to file the mooring application, the person shall complete an initial mooring permit application and otherwise comply with the requirements set forth in Pda 506 for the type of mooring permit requested.

(e) The chief harbor master or designee shall review and process the application in accordance with Pda 506 and Pda 507.

(f) If a mooring permit is granted pursuant to Pda 507 between April 1 and September 30, the mooring permit holder shall have 30 days from the date of issuance of the mooring permit to set the mooring equipment in accordance with Pda 510. If the permit is issued between October 1 and March 31, the mooring equipment shall be set on or before May 1.

(g) Any person on a mooring wait list offered an opportunity to apply for a mooring permit pursuant to this section, and who refuses the opportunity, shall not be offered a second opportunity to obtain a mooring permit for 180 days from the date of refusal. Although the chief harbor master or designee shall not offer the mooring wait list applicant an opportunity to apply for a mooring during this 180-day period, the mooring wait list applicant shall retain his or her position on the applicable mooring wait list. If a mooring wait list applicant refuses a second opportunity to obtain a mooring permit for the requested mooring field, mooring subfield, or nearshore area, the mooring wait list applicant shall be removed from the wait list. The person's standing on the wait list shall not be affected by the use of a temporary seasonal mooring.

(h) A person's name on a mooring wait list shall be removed from the list:

(1) When the mooring wait list applicant, in writing, requests the division to remove his or her name from the list;

(2) When the mooring wait list applicant is granted a mooring permit for the mooring field,

mooring subfield, or nearshore area;

(3) If the mooring wait list applicant fails to submit a completed mooring wait list renewal application and wait list fee or late fee in accordance with Pda 509.03 on or before the deadline specified in Pda 506.04 or Pda 509.07; or

(4) If the mooring wait list applicant refuses 2 opportunities to obtain a mooring permit in accordance with (g) above.

Readopt Pda 509.07 and Pda 509.08, effective 8-19-16 (Document # 11160), to read as follows:

Pda 509.07 Mooring Wait List Renewal Applications; Rights of Surviving Spouse.

(a) An applicant who seeks to remain on a mooring wait list(s) shall renew his or her wait list status annually by March 1 of each year by submitting a mooring wait list application in accordance with Pda 509.03 and payment of the wait list fee, or within 10 business days after March 1 by submitting a mooring wait list application in accordance with Pda 509.03 and payment of the wait list late fee.

(b) If a person on a mooring wait list dies, the person's surviving spouse may request that the name of the surviving spouse be substituted for the deceased spouse by submitting, with the renewal application, a written request for such substitution and a death certificate for the deceased spouse. If the death occurred within 10 days before the March 1 deadline and the surviving spouse submits the request within 10 business days after March 1, the surviving spouse shall pay only the mooring wait list renewal fee and no late fee.

(c) The division shall mail a mooring wait list application form once annually on or before January 15 to each applicant on a mooring wait list, to the address specified by the applicant on the mooring wait list application, or, if none is specified, to the applicant's permanent address.

(d) If an undeliverable wait list application form is returned to the division, the division shall not remail the form. The mooring wait list applicant shall be responsible for timely renewal of the applicant's wait list status without receipt of a renewal notice from the division.

Pda 509.08 Notification of Changes in Wait List Information; Surviving Spouse Procedures.

(a) In order to maintain updated information with the division, any person on a mooring wait list shall notify the division in writing, within 30 business days of the change, of any change of wait list information or any change of address or telephone number.

(b) If an applicant listed on a wait list dies and that person has a surviving spouse who wishes to be substituted for the deceased spouse on the wait list, the surviving spouse shall follow the procedures set forth in Pda 509.07(b).

Readopt Pda 510.01- Pda 510.03, effective 8-20-11 (Document # 9975), cited and to read as follows:

PART Pda 510 MOORING EQUIPMENT

Pda 510.01 Mooring Buoys and Floats.

(a) Mooring buoys shall be polystyrene foam blocks or acrylonitrile butadiene styrene (ABS) type plastic buoys. All other types of buoys shall be prohibited.

(b) All mooring buoys and floats shall be:

- (1) Blue and white; or
- (2) Orange.

(c) A mooring buoy shall be installed at the permit holder's sole expense within 30 days of the issuance of the mooring permit, if the permit is granted between April 1 and September 30, or, if the permit is granted between October 1 and March 31, on or before May 1.

(d) If the permit holder fails to install the mooring buoy within the designated time period, then:

- (1) After notice and an opportunity for a hearing in accordance with Pda 507.03, the division shall revoke the mooring permit;
- (2) The permit holder's authorization to use the mooring shall lapse; and
- (3) The mooring shall be reassigned to the next person in order of priority on the wait list for the applicable mooring field, mooring subfield, or nearshore area.

Pda 510.02 Display of Mooring Permit Name and Number. The mooring permit holder shall write in permanent ink his or her last name, if an individual, or the name of the business organization, trust or not-for-profit entity, as applicable, and the mooring permit number on the mooring buoy in letters and numbers at least 2 inches in size above the water line, to ensure visibility.

Pda 510.03 Location of Moorings: Impeding Navigation and Endangering Other Vessels Prohibited.

(a) All moorings shall be so located or relocated so that the vessels secured by them shall not impede navigation within the tidal waters or endanger other vessels.

(b) If the chief harbor master or designee determines that any vessel is moored so as to impede navigation or to endanger other vessels, the chief harbor master or designee shall order the owner of the mooring to take steps to prevent the impeding of navigation or endangering of other vessels, including, but not limited to:

- (1) Shortening the scope of the mooring lines;
- (2) Using an additional mooring and mooring lines; or
- (3) Removing and reestablishing the mooring.

(c) Any person ordered to remove and reestablish his or her mooring by the chief harbor master or designee in accordance with (b) above shall remove the mooring within 48 hours after the receipt of such order. However, if the chief harbor master or designee determines that an emergency exists requiring immediate action in order to prevent personal injury or damage to property, the chief harbor master or designee shall cause the mooring to be removed and relocated, or any vessel attached to the mooring to be removed and moored elsewhere.

(d) Any sunken or partly sunken vessel shall be repaired or removed within 48 hours. If the chief harbor master or designee determines that the vessel poses a threat or hazard to navigation or safety, the vessel shall be repaired or removed immediately.

(e) If the vessel is not repaired or removed in accordance with (d) above, it shall be removed at the direction of the chief harbor master or designee at the owner's expense.

Readopt with amendment Pda 510.04 and Pda 510.05, effective 8-20-11 (Document # 9975), to read as follows:

Pda 510.04 Moving or Interfering With Moorings. Except by direction of the chief harbor master or designee as provided in Pda 510.03, no person:

(a) Shall move or interfere with any mooring in the state tidal waters; and

(b) Other than the owner of a vessel or the owner's designee, shall move or interfere with any moored vessel in the state tidal waters.

Pda 510.05 Safety and Placement of Moorings.

(a) The division shall issue a mooring for a particular mooring location. It shall be the responsibility of the mooring permit holder to install and maintain mooring equipment that will ensure that the assigned vessel and mooring equipment remain on station at the permitted location. In determining the appropriate equipment and maintenance, the mooring permit holder shall take into account the prevailing conditions existing at the permitted location including the nature of the seabed, storms, wind, waves, tides, currents, wash, and the construction and size of the vessel.

~~Due consideration must be taken for the prevailing conditions existing at the permitted location including the nature of the seabed, storms, wind, waves, tides, currents, wash and the construction and size of the vessel.~~

(b) All mooring equipment and related gear shall be maintained in a safe condition. Badly worn or corroded shackles, eyebolts, blocks, chains, pennants, or related equipment shall be replaced.

(c) Each mooring shall utilize buoys that are visible at all times.

(d) Pennants shall not be over 12'. The length of a pennant shall be measured from the point of attachment on the mooring ball to the first point of contact on the vessel.

(e) The Army Corps of Engineers (ACOE) grants the division the authority to permit mooring structures affecting the navigable waters of the United States through a General Permit (GP). The ACOE delegation authority is derived from Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

The Department of the Army General Permit for the State of New Hampshire (GP No: NAE-2016-02415) states "Locating new individual moorings in [Special Aquatic Sites] SAS (e.g., vegetated shallows) should be avoided to the maximum extent practicable. If SAS cannot be avoided, plans should show elastic mooring systems that prevent mooring cable connections from resting or dragging on the bottom substrate at all tides or helical anchors, or equivalent SAS protection systems, where practicable."

Therefore, if the requested location for a mooring permit is in a special aquatic site as defined in the Army Corps of Engineers General Permit, then no mooring permit shall be issued unless the equipment used is designed to provide the least possible impact upon the sensitive nature of the location.

Readopt Pda 510.06 and Pda 510.07, effective 8-20-11 (Document # 9975), to read as follows:

Pda 510.06 Removal of Mooring Block and Tackle or Other Mooring Equipment. If a mooring permit is revoked, the division shall notify the mooring permit holder in writing to remove the mooring block and tackle or other mooring equipment as provided in Pda 507.06 within 10 business days of the receipt of notice from the division.

Pda 510.07 Failure to Remove Mooring Block and Tackle or Other Mooring Equipment. If a mooring permit holder fails to remove the mooring block and tackle or other mooring equipment in accordance with Pda 510.06, the division shall cause the block and tackle or other mooring equipment to be removed. Any fees incurred as a result of the division's removal of the block and tackle or other mooring equipment shall be the responsibility of the mooring permit holder.

Readopt with amendment Pda 511.01 – Pda 511.06, effective 8-20-11 (Document # 9975), cited and to read as follows:

PART Pda 511 FORMS

Pda 511.01 General Use Mooring Permit Application Form.

(a) Each person seeking a general use mooring permit or temporary seasonal general use mooring permit as provided in Pda 506.11(e)(1) shall complete a general use mooring application form provided by the division and hand deliver or mail the completed application to:

~~Deliver To:~~

~~Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801~~

~~Mail To:~~

~~Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801~~

(b) The applicant shall provide the division the following information utilizing the General Use Mooring Permit Application Form.~~The mooring permit application form shall require the following information:~~

- (1) The applicant's full legal name;
- (2) The applicant's permanent address, including:
 - a. Street and number;
 - b. City or town;
 - c. State; and
 - d. Zip code;
- (3) The applicant's mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;

(5) The applicant's telephone number(s) including:

- a. Permanent telephone number;
- b. Emergency telephone number;
- c. Cell telephone number, if different from permanent telephone number;

(6) The applicant's e-mail address, if the applicant has an e-mail address; and

(7) The following information pertaining to the vessel:

- a. Vessel name;
- b. New Hampshire state registration number, unless the vessel is not required to be registered under New Hampshire law;
- c. Vessel LOA;
- d. Vessel draft;
- e. Vessel color; and
- f. Type of vessel;

(c) The applicant shall attach:

- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
- (2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel; and
- (3) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) The form shall contain the following certification language:

- (1) "I hereby certify that I am an owner in full or in part of the vessel described in this application;"
- (2) If no New Hampshire state registration number is provided for the vessel: "I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law;"
- (3) "I hereby certify that I have read the mooring rules in Pda 500 applicable to the type of mooring for which I am applying and that I will comply with such rules;"
- (4) "I hereby certify that I release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on

account of the use of the mooring;”

(5) If the application is for a temporary seasonal mooring permit: “I hereby certify that if I enter into an agreement with the mooring permit holder to use the mooring equipment presently located at the mooring site, I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability for my intended use;” and

(6) “I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information.”

(e) The applicant shall sign and date the application.

Pda 511.02 Shorefront Property Owner Mooring Permit Application Form.

(a) Each person seeking a shorefront property owner mooring permit shall complete an individual or business shorefront property owner mooring application form provided by the division and hand deliver or mail the completed application to:

~~Deliver To:~~

~~Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801~~

~~Mail To:~~

~~Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801~~

(b) The applicant shall provide the division the following information utilizing the Shorefront Property Owner Mooring Permit Application Form:~~The mooring permit application form shall require the following information:~~

- (1) The applicant’s full legal name;
- (2) The applicant’s permanent address, including:
 - a. Street and number;
 - b. City or town;
 - c. State; and
 - d. Zip code;
- (3) The applicant’s mailing address, if different from the permanent address;
- (4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;

- (5) The applicant's telephone number(s) including:
 - a. Permanent telephone number;
 - b. Business telephone number, if applicable;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
 - (6) The applicant's contact person, if applicable, and the best way to contact that person;
 - (7) The applicant's e-mail address, if the applicant has an e-mail address; and
 - (8) The following information pertaining to the vessel:
 - a. Vessel name;
 - b. New Hampshire state registration number, unless the vessel is not required to be registered under New Hampshire law;
 - c. Vessel LOA;
 - d. Vessel draft;
 - e. Vessel color; and
 - f. Type of vessel;
- (c) For an initial application for a shorefront property mooring, the applicant shall attach:
- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
 - (2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel;
 - (3) A copy from the appropriate county registry of deeds of the deed for the shorefront property containing the book and page number for the recorded deed;
 - (4) A copy of the most recent property tax bill for the shorefront property;
 - (5) A copy of the portion of the tax map of the municipality in which the shorefront property is located, including the property tax map number and lot number;
 - (6) For every trust, business organization, or not-for-profit entity except a sole proprietorship:
 - a. A statement describing whether the organization, entity or trust is organized on a profit

or nonprofit basis and whether it is:

1. A partnership, including type of partnership;
2. A corporation;
3. A limited liability company;
4. A trust, including type of trust;
5. An association; or,
6. Another entity, including a description of such entity's organizational structure;

b. A list of its directors, officers, partners, managers, trustees or members, as applicable; and

c. A description of its purpose;

(7) For every business organization, or incorporated not-for-profit entity, except a sole proprietorship or general partnership, proof of authorization from the secretary of state to do business in New Hampshire;

(8) For every trust, unincorporated not-for-profit entity, and unincorporated business organization including, but not limited to, partnerships and unincorporated associations, a copy of its governing instrument(s); and

(9) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) An applicant who is reapplying for an existing shorefront property mooring under Pda 506.04 shall attach to the application:

(1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;

(2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel;

(3) A copy of the most recent property tax bill for the shorefront property;

(4) Documentation relating to the organizational structure of the applicant, if the applicant is not an individual, as required under Pda 511.02(c)(6), (7), and (8), as applicable; and

(5) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(e) The form shall contain the following certification language:

(1) If the vessel owner is an individual: "I hereby certify that I am an owner in full or in part of the vessel described in this application;"

(2) If the vessel owner is other than an individual: "I hereby certify that the business organization, not-for-profit entity, or trust named as the applicant in this mooring permit application is the owner in full or in part of the vessel described in this application. I also certify that I am duly authorized on behalf of the applicant to make the foregoing certifications;"

(3) If no New Hampshire state registration number is provided for the vessel: "I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law;"

(4) "I hereby certify that I, or the business organization, not-for-profit entity, or trust that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;" and

(5) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

(f) The form shall require that, if the application is a reapplication for an existing shorefront property owner mooring, the applicant shall certify, in addition to the certifications required under (e) above, that:

(1) He or she remains an owner of the shorefront property described in the attached tax bill; and

(2) The mooring described in the application is located in the shorefront property mooring area of the shorefront property described in the attached tax bill.

(g) The applicant shall sign and date the application.

Pda 511.03 Commercial Use Mooring Permit Application Form.

(a) Each person seeking a commercial use mooring permit or temporary seasonal commercial use mooring permit as provided in Pda 506.11(e)(2) shall complete a commercial use mooring permit application form provided by the division and hand deliver or mail the completed application to:

Deliver To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

Mail To:

~~Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801~~

(b) The applicant shall provide the division the following information utilizing the Commercial Mooring Permit Application Form.~~The mooring permit application form shall require the following information:~~

- (1) The applicant's full legal name;
 - (2) The name and address of the applicant's business;
 - (3) The name of a business contact person and the best way to contact that person;
 - (4) The applicant's mailing address, if different from the permanent address;
 - (5) Whether the business is a fishing, charter, or water-dependent business;
 - (6) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
 - (7) The applicant's type of business organization;
 - (8) The applicant's telephone number(s) including:
 - a. Business telephone number;
 - b. Home telephone number;
 - c. Business fax number, if the applicant has a business fax number;
 - d. Emergency telephone number; and
 - e. Cell telephone number, if different from permanent telephone number;
 - (9) The applicant's e-mail address, if the applicant has an e-mail address; and
 - (10) The following information pertaining to the vessel:
 - a. Vessel name;
 - b. New Hampshire state registration number;
 - c. Vessel LOA;
 - d. Vessel draft;
 - e. Vessel color; and
 - f. Type of vessel, including whether the vessel is a fishing or charter vessel;
- (c) The applicant shall attach:
- (1) A photocopy of the current New Hampshire state registration for the commercial vessel listed on the mooring permit application;
 - (2) For every business organization, except a sole proprietorship:
 - a. A statement describing whether the organization is:

1. A partnership, including type of partnership;
 2. A corporation;
 3. A limited liability company;
 4. A trust, including type of trust;
 5. An association; or,
 6. Another entity, including a description of such entity's organizational structure;
- b. A list of its directors, officers, partners, managers, trustees, or members, as applicable; and
 - c. A description of its purpose;
- (3) For every business organization, except a sole proprietorship or general partnership, proof of authorization from the secretary of state to do business in New Hampshire;
- (4) For every trust and unincorporated business organization including, but not limited to, partnerships and unincorporated associations, a copy of its governing instrument(s);
- (5) If the business organization is a sole proprietor doing business in this state under any other name than his own, a partnership, association, or any other entity required to register a trade name with the New Hampshire secretary of state pursuant to RSA 349:1, a copy of the certificate of trade name issued by the secretary of state;
- (6) If the applicant is engaged in commercial fishing:
- a. A photocopy of the New Hampshire fish and game saltwater fishing license or New Hampshire fish and game commercial lobster license of the applicant or, if the applicant is a business entity, of at least one officer or one member of the business entity; and
 - b. Documentary evidence of the commercial sales of marine species for the prior calendar year, unless the business is starting up in the year of application;
- (7) If the applicant operates a charter boat:
- a. A photocopy of the US Coast Guard Captain's license of the applicant, or, if the applicant is a business entity, of at least one officer, member, or employee of the business entity, for the type and size of vessel of the applicant; and
 - b. A minimum of 2 items of business identification from the following list:
 1. A business brochure;
 2. A photocopy of the passenger manifest or log book for the most recent month prior to the application;

3. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; and

4. Evidence of membership in a business or marine-related trade association, including, but not limited to:

(i) A current membership card; or

(ii) A letter from an officer of the association attesting to the current membership of the applicant in the association;

(8) If the applicant is a water-dependent business, a minimum of 2 items of business identification from the following list:

a. A business brochure;

b. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; and

c. Evidence of membership in a business or marine-related trade association, including, but not limited to:

1. A current membership card; or

2. A letter from an officer of the association attesting to the current membership of the applicant in the association;

~~(9) If the applicant is a water dependent business as defined in Pda 502.31(a), an An explanation of how the commercial vessel is used to further the purposes of the water-dependent business as defined in Pda 502.31 (a) or (b) as applicable;~~

~~(10) If the applicant is a water dependent business as defined in Pda 502.31(b), an explanation of how the commercial use mooring is used to further the purposes of the business; and~~

~~(10) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."~~

(d) The form shall contain the following certification language:

(1) If the vessel owner is other than an individual: "I hereby certify that the applicant uses the vessel described in this application primarily for commercial purposes and that such vessel is not used for noncommercial use for more than 14 days cumulatively during the period from April 1 to March 31. I also certify that I am duly authorized on behalf of the applicant to make the foregoing certification;"

(2) If the vessel owner is an individual: "I hereby certify that I use the vessel described in this application primarily for commercial purposes and that such vessel is not used for noncommercial use for more than 14 days cumulatively during the period from April 1 to March 31";

(3) "I hereby certify that I, or the business organization that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;"

(4) If the application is for a temporary seasonal mooring permit: "I hereby certify that if I, or the business organization that I represent, enters into an agreement with the mooring permit holder to use the mooring equipment presently located at the mooring site, I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability for my intended use;" and

(5) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

(e) The applicant shall sign and date the application.

Pda 511.04 Commercial Mooring For Hire Mooring Permit Application Form.

(a) Each person seeking a commercial mooring for hire mooring permit shall complete an application form provided by the division and hand deliver or mail the completed application to:

Deliver To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

Mail To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the division the following information utilizing the Commercial Mooring For Hire Permit Application form: ~~The mooring permit application form shall require the following information:~~

- (1) The applicant's full legal name;
- (2) The name and address of the applicant's business;
- (3) The name of a business contact person and the best way to contact that person;
- (4) The applicant's mailing address, if different from the permanent address;
- (5) The organizational structure of the applicant;
- (6) A description of the nature of the business;
- (7) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;
- (8) The applicant's telephone number(s) including:

- a. Business telephone number;
- b. Home telephone number;
- c. Business fax number, if the applicant has a business fax number;
- d. Emergency telephone number; and
- e. Cell telephone number, if different from permanent telephone number;

(9) The applicant's e-mail address, if the applicant has an e-mail address; and

(10) If the applicant is a shorefront property owner making an initial application for a commercial mooring for hire mooring permit:

- a. A copy from the appropriate county registry of deeds of the deed for the shorefront property containing the book and page number for the recorded deed;
- b. A copy of the most recent property tax bill for the shorefront property; and
- c. A copy of the portion of the tax map of the municipality in which the shorefront property is located, including the property tax map number and lot number;

(11) If the applicant is a shorefront property owner making a reapplication for a commercial mooring for hire mooring permit, a copy of the most recent property tax bill for the shorefront property;

(12) If the applicant is a marina:

- a. A description of the access to the water and parking facilities; and
- b. An explanation of the terms and conditions under which the marina is open to the general public;

(13) For a collective mooring area:

- a. A collective mooring area plan, showing the proposed or existing location of each individual mooring in the area and the distance between each mooring location; and
- b. The maximum LOA to be allowed for each individual mooring location; and

(14) For each mooring proposed to be set or existing outside a collective mooring area:

- a. The proposed or existing location of the mooring; and
- b. The maximum LOA to be allowed for the mooring;

(c) The applicant shall attach:

(1) If a marina, documentation that demonstrates that the applicant meets the definition of a

marina, such as, but not limited to, the following:

- a. A business brochure or a photograph of signage relating to the marina;
- b. A photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; or
- c. Evidence of membership in a business or marine-related trade association, including, but not limited to:
 1. A current membership card; or
 2. A letter from an officer of the association attesting to the current membership of the applicant in the association;

(2) For every business organization, except a sole proprietorship:

- a. A statement describing whether the organization is:
 1. A partnership, including type of partnership;
 2. A corporation;
 3. A limited liability company;
 4. A trust, including type of trust;
 5. An association; or,
 6. Another entity, including a description of such entity's organizational structure.
- b. A list of its directors, officers, partners, managers, trustees or members, as applicable; and
- c. A description of its purpose;

(3) For every business organization, except a sole proprietorship or general partnership, proof of authorization from the secretary of state to do business in New Hampshire;

(4) For every trust and unincorporated business organization including, but not limited to, partnerships and unincorporated associations, a copy of its governing instrument(s);

(5) If the business organization is a sole proprietor doing business in this state under any other name than his own, a partnership, association, or any other entity required to register a trade name with the New Hampshire secretary of state pursuant to RSA 349:1, a copy of the certificate of trade name issued by the secretary of state;

(6) If the applicant is a condominium unit owners' association, a photocopy of the condominium's declaration and bylaws as recorded in the registry of deeds;

(7) An explanation of how the commercial mooring(s) for hire is or will be used to further the

purposes of the business; and

(8) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

(d) The form shall contain the following certification language:

(1) "I hereby certify that I, or the business organization that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring(s);" and

(2) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

(e) A shorefront property owner making a reapplication for a commercial mooring for hire mooring permit shall certify, in addition to the certification required under (d) above, that:

(1) He or she is an owner of the shorefront property described in the attached tax bill; and

(2) The mooring described in the application is located in the shorefront property mooring area of the shorefront property described in the attached tax bill.

(f) The applicant shall sign and date the application.

Pda 511.05 Non-Revenue Mooring Permit Application Form.

(a) Each applicant seeking a non-revenue mooring permit shall complete a non-revenue mooring application form provided by the division and hand deliver or mail the completed application to:

Deliver To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

Mail To:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

(b) The applicant shall provide the division the following information utilizing the Non-Revenue Mooring Permit Application Form: ~~The mooring permit application form shall require the following information:~~

(1) The applicant's full legal name;

(2) The applicant's permanent address, including:

a. Street and number;

b. City or town;

c. State; and

d. Zip code;

(3) The applicant's mailing address, if different from the permanent address;

(4) Which address the applicant requests be used as the correspondence address by the division, if different from the permanent address;

(5) The applicant's telephone number(s) for its contact person, including:

a. Permanent telephone number;

b. Emergency telephone number; and

c. Cell telephone number, if different from permanent telephone number;

(6) The mooring field, mooring subfield, or nearshore area for which application is made;

(7) The applicant's e-mail address, if the applicant has an e-mail address; and

(8) The following information pertaining to each vessel(s):

a. Vessel name;

b. New Hampshire state registration number;

c. Vessel LOA;

d. Vessel draft;

e. Vessel color; and

f. Type of vessel;

(c) The applicant shall attach:

(1) A copy of the current New Hampshire state registration(s) for the vessel(s) listed on the mooring permit application; and

(2) The request for a non-revenue mooring as described in Pda 506.10(h).

(d) The form shall contain the following certification language:

(1) "I hereby certify that the applicant is an owner in full or in part of the vessel described in this application;" and

(2) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development

Authority for submitting false statements or information or omitting required statements or information.”

- (e) The applicant’s duly authorized representative shall sign and date the application.

Pda 511.06 Mooring Wait List Application Form.

- (a) Each person seeking to be placed on the division’s mooring wait list or lists shall complete an application form provided by the division and hand deliver or mail the completed application to:

~~Deliver To:~~

-

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801

~~Mail To:~~

-

~~Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801~~

- (b) The applicant shall provide the division the following information utilizing the Wait List Application Form:~~The wait list application form shall require the following information:~~

- (1) The applicant’s full legal name;
 - (2) The applicant’s permanent or home address;
 - (3) The applicant’s permanent, ~~or home~~ and/or cellular telephone number;
 - (4) The type of vessel for which the mooring is sought, indicating sail, ~~or power,~~ commercial, or pleasure, if known;
 - (5) Whether the vessel will be used commercially or recreationally;
 - (~~5~~) The LOA and draft of the vessel, if known; and
 - (~~6~~) The mooring field(s), mooring subfield(s), or nearshore area(s) wait list on which the applicant seeks to have his or her name placed.
- (c) The applicant shall attach:
- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring ~~permit-wait list application form,~~ if the applicant currently has such a vessel, unless the vessel is not required to be registered under New Hampshire law;
 - (2) A photograph of the vessel, if the applicant current has a vessel and the vessel is not required to be registered under New Hampshire law; and
 - (3) The mooring wait list fee, provided that fees paid in the form of a check or a money order shall be made payable to “Pease Development Authority, Division of Ports and Harbors” or “PDA-DPH.”
- (d) The applicant shall sign and date the application.

Readopt Pda 513 - Pda 514.01 effective 8-20-11 (Document # 9975), to read as follows:

PART Pda 513 EMERGENCY MOORINGS FOR SECURITY OR LAW ENFORCEMENT PURPOSES

Pda 513.01 Emergency Moorings. Notwithstanding Pda 503 to Pda 512, the division director shall, upon request from an individual authorized by a state or federal law enforcement agency, set a temporary or permanent mooring to be held by the authority or the authority's designee for the use of a state or federal law enforcement agency for the purposes of state or national security or for protection of public health and safety, provided that the division director determines that the mooring can be safely set and would not pose a danger to navigation.

PART Pda 514 RECONSIDERATION AND APPEAL

Pda 514.01 Definitions.

(a) "Application period" means the period of time between January 15 and 10 business days after March 1 of the year for which the mooring permit application was submitted.

(b) "Incapacitated" means a physical or mental condition that results in:

(1) The inability of an individual to:

a. Walk unassisted; or

b. Drive unassisted; or

(2) The confinement of an individual to a location(s) for the purpose of receiving medical or rehabilitative treatment or care.

Readopt with amendments Pda 514.02, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.02 Reconsideration: Who May Petition.

(a) Any holder of a mooring permit whose mooring permit was revoked after notice and an opportunity for a hearing by the division director pursuant to Pda 507.03, and any applicant for a mooring permit whose application was denied by the division director pursuant to Pda 506.06(f), Pda 506.07(h), Pda 506.08(h), Pda 506.10(f), or Pda 506.11(g), may petition the division director for reconsideration pursuant to Pda 514.

(b) The persons specified below may petition the authority for reconsideration pursuant to Pda 514 if the authority has denied:

(1) The issuance of a commercial mooring for hire mooring permit, and the person is the applicant for the commercial mooring for hire mooring permit pursuant to Pda 506.09 or its duly authorized officer or member;

(2) A request to transfer a commercial use mooring permit pursuant to Pda 508.01(a) or (b), and the person is either the proposed transferor or transferee; or

(3) A request to transfer a commercial mooring for hire mooring permit pursuant to Pda 508.02, and the person is either the proposed transferor or transferee.

Readopt Pda 514.03 effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.03 Requirements for Petition for Reconsideration. A petition for reconsideration shall:

- (a) Specify the date of the challenged decision;
- (b) Specify every reason that the action taken by the division director or authority was unlawful or unreasonable, including any error of law or error of fact;
- (c) Include as an attachment a copy of the application or request that was denied or failed to receive approval;
- (d) Include any new or additional information relevant to the matter proposed for reconsideration that was not available at the time the application was filed or the revocation was made;
- (e) In the case of denial of a permit because of a late filing under Pda 506.04(d), the reason for the late filing; and
- (f) Include the following certification:

“I certify under penalty of law that I have personally examined, and am familiar with, the information submitted in this petition for reconsideration and all of its attachments. I certify that the statements and information submitted therewith are to the best of my knowledge and belief true, accurate and complete.”

Readopt with amendments Pda 514.04, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.04 Reconsideration by Division Director: Granting of Permit under Certain Circumstances.

- (a) A petition for reconsideration by the division director:
 - (1) For revocation of a permit pursuant to Pda 507.03, shall be filed with the division director within 10 business days from receipt of notice of the revocation; and
 - (2) For a permit denial pursuant to Pda 506.06(f), Pda 506.07(h), Pda 506.08(h), Pda 506.10(f), or Pda 506.11(g), shall be filed with the division director within 10 business days from receipt of notice of the permit denial.
- (b) The division director shall:
 - (1) Reconsider a permit revocation or denial within 10 business days of receipt of the petition for reconsideration; and
 - (2) Notify the petitioner of his or her decision under (c) below within 10 business days of reconsideration.
- (c) When reconsidering the decision to deny or revoke the permit, the division director shall consider all information on file with division relating to the denied or revoked permit and any new or additional information relevant to the matter under reconsideration that was not available regarding a permit:

- (1) Denial, when the application in question was submitted; or
- (2) Revocation, when the decision to revoke a permit was rendered.

(d) The division director shall issue the permit sought after in the petition for reconsideration if, after reconsideration, the division director finds:

(1) One or more of the following:

- a. It is more likely than not that the decision to deny or revoke a permit was based on an error of law or fact;
- b. That there was a lack of facts that could reasonably sustain the decision to deny or revoke the permit; or
- c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:
 1. The petitioner was temporarily incapacitated for:
 - (i) Fifty percent or more of the application period; or
 - (ii) One day or more during the final 10 days of the application period;
 2. The petitioner was on active military service at any time during the application period;
 3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application under Pda 500; or
 4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children, or grandchildren; and

(2) All of the following:

- a. The petition for reconsideration was timely filed in accordance with (a) above;
- b. The petition for reconsideration filed by the petitioner meets all of the requirements of Pda 514.03; and
- c. The petitioner:
 1. Meets all of the requirements under Pda 500 for the permit;
 2. Has provided written documentation for any reason claimed under (1)c. above, including, but not limited to:
 - (i) In the case of temporary incapacitation:
 - i. A signed letter from a doctor, nurse, or other medical provider or

caregiver attesting to the petitioner's incapacitation;

ii. A copy of a bill or invoice from an institution where the petitioner received medical or rehabilitative treatment or care; or

iii. A copy of a statement from an insurance company showing that costs for medical or rehabilitative treatment or care were submitted to the company for services for the petitioner;

(ii) In the case of military service, a signed letter from the petitioner's commanding officer or supervisor attesting to the petitioner's military service;

(iii) In the case of the failure of any state or federal agency to provide the petitioner with documentation needed for an application under Pda 500, a copy of correspondence between the petitioner and a state or governmental agency, showing that the petitioner timely sought documentation needed for an application under Pda 500, but was not provided with the documentation in a timely manner; or

(iv) In the case of a death in the immediate family, to identify the name of the deceased, the relationship to the petitioner, and the date of death; and

3. Has paid the mooring permit reapplication late fee, in the case of petition granted under (1)c. above.

(e) The division director shall deny the request to issue or reinstate the permit if, after reconsideration, the division director finds that:

(1) It is more likely than not that the decision was not based on any error of law;

(2) There were facts reasonably sustaining the decision;

(3) In the case of a late filing under Pda 506.04(d), the petitioner failed to meet the requirements under (d)(1)c. above;

(4) The petition for reconsideration was not timely filed in accordance with (a) above;

(5) The petition for reconsideration filed by the petitioner does not meet all of the requirements of Pda 514.03; or

(6) The petitioner:

a. Does not meet all of the requirements under Pda 500 for the permit;

b. Has not provided written documentation for any reason claimed under (d)(1)c. above; or

c. Has not paid the mooring permit reapplication late fee, in the case of petition filed under (d)(1)c. above.

(f) If, after reconsideration, the division director grants the request to issue or reinstate the permit

sought after in the petition for reconsideration, the petitioner shall return to the division a completed application for the permit sought within 10 business days of receipt of the division director's decision.

Readopt Pda 514.05- Pda 514.10, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.05 Reconsideration by Authority for Commercial Moorings for Hire and Commercial Moorings.

(a) A petition for reconsideration by the authority shall be filed by the petitioner with the authority within 10 business days from receipt of notice that the authority has denied:

- (1) The issuance of a commercial mooring for hire mooring permit pursuant to Pda 506.09(h);
- (2) A request to transfer a commercial use mooring permit pursuant to Pda 508.01(a) or (b); or
- (3) A request to transfer a commercial mooring for hire mooring permit pursuant to Pda 508.02.

(b) The authority shall review and make a decision on whether or not to grant a petition for reconsideration at its next regularly scheduled meeting, if the petition was received at least 10 business days before such meeting. If the petition was not received at least 10 business days before the authority's next regularly scheduled meeting, the authority shall review and make a decision on whether or not to grant the petition for reconsideration at the authority's following regularly scheduled meeting. The authority shall notify the petitioner of the authority's decision on whether to grant or deny the petition within 5 business days of the decision.

(c) When making a decision on a petition for reconsideration, the authority shall consider all information on file with the division concerning the authority's denial under Pda 514.02(b) and any new or additional information relevant to the matter under reconsideration that was not available regarding:

- (1) A permit denial, when the application in question was submitted; or
- (2) The transfer of a commercial mooring permit, when the decision to refuse the permit transfer was rendered.

(d) The authority shall remand the matter to the division director for issuance of the permit or for granting a request for a transfer sought after in the petition for reconsideration, if, after reconsideration, the authority finds:

- (1) One or more of the following:
 - a. It more likely than not that the authority's decision concerning the issuance or transfer of the mooring was based on an error of law or fact;
 - b. That there was a lack of facts that could reasonably sustain the decision to deny or revoke the permit; or
 - c. In the case of denial of a permit because of a late filing under Pda 506.04(d), that:
 1. The petitioner was temporarily incapacitated for:
 - (i) Fifty percent or more of the application period; or

- (ii) One day or more during the final 10 days of the application period;
 - 2. The petitioner was on active military service at any time during the application period;
 - 3. The late filing was caused by the failure of any state or governmental agency to timely provide the petitioner with documentation required for an application by Pda 500; or
 - 4. A death in the immediate family occurred during the final 10 days of the application period. For the purposes of this paragraph, "immediate family" means grandparents, parents, siblings, spouse, children or grandchildren; and
- (2) All of the following:
- a. The petition for reconsideration was timely filed in accordance with (a) above;
 - b. The petition for reconsideration filed by the petitioner meets all of the requirements of Pda 514.03; and
 - c. The petitioner:
 - 1. Meets all of the requirements under Pda 500 for the permit or transfer;
 - 2. Has provided written documentation for any reason claimed under (1)c. above, including, but not limited to:
 - (i) In the case of temporary incapacitation:
 - i. A signed letter from a doctor, nurse, or other medical provider or caregiver attesting to the petitioner's incapacitation;
 - ii. A copy of a bill or invoice from an institution where the petitioner received medical or rehabilitative treatment or care; or
 - iii. A copy of a statement from an insurance company showing that costs for medical or rehabilitative treatment or care were submitted to the company for services for the petitioner;
 - (ii) In the case of military service, a signed letter from the petitioner's commanding officer or supervisor attesting to the petitioner's military service;
 - (iii) In the case of the failure of any state or federal agency to provide the petitioner with documentation needed for an application under Pda 500, a copy of correspondence between the petitioner and a state or governmental agency, showing that the petitioner timely sought documentation needed for an application under Pda 500, but was not provided with the documentation in a timely manner; or
 - (iv) In the case of a death in the immediate family, to identify the name of the deceased, the relationship to the petitioner, and the date of death; and

3. Has paid the mooring permit reapplication late fee, in the case of petition granted under (1)c. above.

(e) The authority shall deny the request to issue or transfer the permit specified in Pda 514.02(b) if, after reconsideration, the authority finds that:

- (1) It is more likely than not that the decision was not based on any error of law;
- (2) There were facts reasonably sustaining the decision;
- (3) In the case of a late filing under Pda 506.04(d), the petitioner failed to meet the requirements under (d)(1)c. above;
- (4) The petition for reconsideration was not timely filed in accordance with (a) above;
- (5) The petition for reconsideration filed by the petitioner does not meet all of the requirements of Pda 514.03; or
- (6). The petitioner:
 - a. Does not meet all of the requirements under Pda 500 for the permit or transfer;
 - b. Has not provided written documentation for any reason claimed under (d)(1)c. above; or
 - c. Has not paid the mooring permit reapplication late fee, in the case of petition filed under (d)(1)c. above.

(f) If, after reconsideration, the authority grants the request to issue or transfer the permit sought after in the petition for reconsideration, the petitioner shall return to the division a completed application for the permit sought within 10 business days of receipt of the authority's decision.

Pda 514.06 Appeal to Authority: Standard of Review.

(a) If the division director has denied a request to issue the permit sought after in a petition for reconsideration under Pda 514.04, the petitioner may appeal to the authority within 10 business days after receipt of written notice of denial by the division director.

(b) The appellant shall bear the burden of proving that the decision of the division director to deny appellant's request to issue the permit sought after in a petition for reconsideration under Pda 514.04 was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision.

(c) The authority shall accept all determinations of the division director made under Pda 514.04 upon questions of fact as lawful and reasonable unless the appellant specifically rebuts such determination of fact as unlawful or unreasonable.

Pda 514.07 Requirements for Appeal. A request for appeal shall:

(a) Specify the date notice of the division director's denial of the request to issue the permit sought

after in a petition for reconsideration was received by the appellant;

(b) Specify every reason that the action taken by the division director or authority was contrary to Pda 500 or otherwise unlawful or unreasonable, including any error of law or error of fact;

(c) Include as an attachment a copy of the application or request that was denied or failed to receive approval;

(d) Include any new or additional information relevant to the matter on appeal that was not available at the time the request for reconsideration was made to the director under Pda 514.01;

(e) Specify the reason for the late filing and include as an attachment written documentation supporting the reason specified for late filing; and

(f) Include the following certification:

“I certify under penalty of law that I have personally examined, and am familiar with, the information submitted in this appeal and all of its attachments. I certify that the statements and information submitted therewith are to the best of my knowledge and belief true, accurate and complete.”

Pda 514.08 Referral of Matter to Board Member for Recommendation: Procedure for Board Member.

(a) The chair of the board shall designate a board member to review appeals to the authority under Pda 514.06.

(b) The board designate shall:

(1) Notify the appellant in writing that the board designate will be reviewing the matter on appeal on behalf of the board and preparing a recommended decision regarding the appeal for consideration and action by the board;

(2) Provide the appellant an opportunity, including date, time, and location, to meet with the board designate and present his or her information and argument regarding the appeal, provided that the meeting shall occur within 15 business days of the filing of the appeal with the authority;

(3) Notify the appellant that he or she may bring counsel or a personal representative to the meeting;

(4) Notify the appellant that any written information, testimony or argument not previously submitted during reconsideration by the division director shall be submitted to the board designate not later than 5 business days before the date of the meeting with the board designate; and

(5) Notify the appellant that the meeting with the board designate will be recorded.

(c) The division director shall provide the board designate a copy of all information concerning the matter in the possession of the division director.

(d) The following shall apply at the meeting with the board designate:

- (1) The board designate shall exclude any additional written information, testimony or argument that was not submitted in accordance with (b)(4) above unless the board designate finds good cause for appellant's failure to comply with (b)(4) above and that late submission was not intended to delay the appeal or the meeting with the board designate. For purposes of this paragraph, "good cause" means that the appellant did not discover, learn of, or formulate the information, testimony, or argument in time to submit such information, testimony, or argument in accordance with (b)(4) above and could not have discovered, learned of, or formulated such information, testimony, or argument with reasonable diligence to comply with (b)(4) above;
- (2) The appellant or his or her counsel or representative may direct questions to the board designate, including questions for a division representative(s) present at the meeting;
- (3) The division staff may direct questions to the board designate, including questions for appellant or his or her counsel or representative present at the meeting;
- (4) The appellant's questions for the division representative(s) and the division's questions to the appellant or appellant's representative shall be asked only by the board designate; and
- (5) The board designate may exclude irrelevant, immaterial, or unduly repetitious information, testimony or argument.

(e) Within 10 business days after the meeting with the board designate under (d) above, the board designate, after reviewing the information provided by the division director and the appellant, and after meeting with division staff and the appellant, if the appellant requested such a meeting, shall make a written recommendation to the authority regarding the appeal. The board designate shall at the same time send to the appellant, by first class mail, a copy of the recommendation made to the authority.

Pda 514.09 Authority Action on Appeal.

(a) Within 10 business days of receipt of a recommendation from a board designate, the authority shall notify the appellant in writing:

- (1) That the authority will be reviewing the board designate's recommendation regarding the appeal;
- (2) Of the date, time, and location of the regularly scheduled board meeting at which the review is scheduled, provided that the meeting shall not be sooner than 20 calendar days from the receipt of the board designate's recommendation under Pda 514.08(e);
- (3) That he or she may bring counsel or a personal representative to the meeting; and
- (4) That the meeting with the board will be recorded.

(b) At the board meeting when the appeal is scheduled, the authority shall consider:

- (1) All information on file with the division concerning the matter;
- (2) All information submitted to the authority or board designate under Pda 514.07 and Pda

514.08;

(3) Any additional written information not previously submitted under Pda 514.07 or Pda 514.08, provided the chair of the authority finds good cause for appellant's failure to comply with Pda 514.07 or Pda 514.08 and that late submission was not intended to delay the appeal or the meeting with the authority. For purposes of this paragraph, "good cause" means that the appellant did not discover or learn of the information in time to submit such information in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered or learned of such information with reasonable diligence to comply with Pda 514.07 or Pda 514.08;

(4) Any oral statement or argument made by the appellant or his representative or division staff; and

(5) The recommendation of the board designate.

(c) The following shall apply at the board meeting:

(1) The appellant may bring counsel or a personal representative;

(2) The authority shall exclude any additional written information, testimony or argument that was not submitted in accordance with Pda 514.07 and Pda 514.08 unless the chair of the authority finds good cause for appellant's failure to comply with Pda 514.07 and Pda 514.08 and that late submission was not intended to delay the appeal. For purposes of this paragraph, "good cause" means that the appellant did not discover, learn of, or formulate the information, testimony, or argument in time to submit such information, testimony, or argument in accordance with Pda 514.07 or Pda 514.08 above and could not have discovered, learned of, or formulated such information, testimony, or argument with reasonable diligence to comply with Pda 514.07 or Pda 514.08; and

(3) Any oral information, testimony or argument may be received, but the chair or other presiding officer in the chair's absence shall exclude irrelevant, immaterial, or unduly repetitious information, testimony or argument, including without limitation, information, testimony or argument included in or with the division's file regarding the appellant or the written recommendation of the board designate.

Pda 514.10 Decision by Authority on Appeal. The authority shall render a decision regarding the appeal no later than the next regularly scheduled board meeting following any board meeting held under Pda 514.09.

Readopt with amendment Pda 514.11, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.11 When Matter Remanded to Division Director: Notification of Decision of Authority.

(a) If the authority determines that the permit should be granted because the appellant has met its burden of proving by a preponderance of the evidence that the decision of the division director to deny the appellant's request to issue the permit sought after in the petition for reconsideration was based on an error of law or fact or there was a lack of facts that could reasonably sustain the division director's decision, the authority shall remand the matter to the division director for action in accordance with its decision.

(b) The authority shall notify the appellant of its decision and provide a written copy thereof within 10 business days of issuing a decision pursuant to Pda 514.10.

(c) If the authority determines, under (a) above, that the permit should be granted, the appellant shall return a completed application for the permit sought within 10 business days of receipt of notice from the authority under (b) above.

Readopt Pda 514.12, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.12 Removal of Representatives.

(a) Upon making a finding of misconduct on the part of any representative appearing before the director, authority or board designate, as applicable, the director, authority or board designate shall prohibit that individual from acting as a representative for the pending matter.

(b) For purposes of this section, misconduct means:

- (1) Behavior that is disruptive to the orderly conduct of the reconsideration or appeal; or
- (2) A consistent or recurring failure to:
 - a. Meet deadlines; or
 - b. Comply with the provisions of Pda 514.

(c) Prior to making a finding of misconduct so as to warrant the imposition of such prohibition, the director, authority or board designate, as applicable, shall:

- (1) Inform the representative and the party represented by the representative to the proceeding of the proposed prohibition; and
- (2) Provide an opportunity for the representative and the party represented by the representative to address the director, authority or board designate, as applicable, regarding why the prohibition should or should not be imposed.

Readopt with amendment Pda 514.13 and Pda 514.14, effective 8-20-11 (Document # 9975), to read as follows:

Pda 514.13 Requests to Extend Time.

(a) Any person seeking reconsideration or appellant may ask the director, authority, or board designate, as applicable, to extend any time limit established by Pda 514.

(b) A request for an extension of time shall be made in writing to the director, authority, or board designate, as applicable, before the expiration of the prescribed period.

(c) Division staff shall be given an opportunity to object within 5 business days of receiving a request to extend time.

(d) The director, authority or board designate, as applicable, shall grant the requested extension if it determines that:

- (1) The time period is not mandated by statute;

(2) One of the following applies:

- a. An extension is necessary to conduct a more effective reconsideration or appeal; or
- b. The person seeking reconsideration, the appellant, or their representative(s) is incapacitated, has suffered a death in the family, or has otherwise been delayed or prevented from meeting the applicable deadline by unforeseeable circumstances beyond the party's control; and

(3) No person objects to the extension or, if a person does object, the reason(s) for granting the extension outweigh the reason(s) for denying the extension.

Pda 514.14 Continuance.

(a) Any appellant or person seeking reconsideration may request that a meeting conducted pursuant to Pda 514 be continued for reasonable cause and reconvened or rescheduled.

(b) Prior to filing a request for a continuance of any scheduled meeting regarding a pending reconsideration or appeal made in advance of the meeting, the appellant or person seeking reconsideration seeking the continuance shall seek concurrence with the request from division staff.

(c) A request for a continuance of a meeting with the director, authority or board designate, as applicable, made in advance of such meeting shall:

- (1) Be in writing;
- (2) State the reason(s) for the request;
- (3) Be delivered or received filed at least 5 calendar days before the scheduled meeting date; and
- (4) State whether the division staff agree or disagree with the request or did not respond to the request for concurrence.

(d) A request for a continuance made at a scheduled meeting may be made orally provided notice of such request is recorded by the division director, authority or board designate, as applicable.

(e) The division director, authority or board designate shall grant the request if he or she determines that reasonable cause exists and that no person will be materially prejudiced by the delay.

(f) For purposes of this section, reasonable cause shall include:

- (1) Unavailability of an individual appellant or person seeking reconsideration, or representative, or witness;
- (2) The participants believe that an informal resolution is possible and need more time to resolve the matter; or
- (3) The appellant or person seeking reconsideration or the division are awaiting information, reports, data, or a related court decision which is material to the reconsideration or appeal.

(g) Any grant of a continuance shall specify the time and place at which the meeting shall be rescheduled. The division director, authority or board designate, as applicable, shall provide notice of a rescheduled meeting regarding the reconsideration or appeal in such a manner as is appropriate to ensure that reasonable notice of at least 10 calendar days shall be given of the time and place of the continued meeting.

Readopt Pda 515, effective 8-20-11 (Document # 9975), to read as follows:

PART Pda 515 ANCHORAGE

Pda 515.01 Change in Position May Be Ordered. The chief harbor master or designee shall at any time order any vessel at anchor to change position when, in the chief harbor master or designee's opinion, such vessel is so anchored as to impede navigation or to endanger other vessels.

| Rule Number | State Statute Implemented |
|------------------------|---|
| Pda 501-Pda 502 | RSA 12-G:42, III, VI; 12-G:50, I(b), (c), (f) |
| Pda 503.01 | RSA 12-G:42, III, VI; 12-G:50, I(b) |
| Pda 503.02 | RSA 12-G:42, III, VI; 12-G:50, I(b), (f) |
| Pda 504 | RSA 12-G:42, III, VI; 12-G:50, I(b) |
| Pda 505-Pda 508.02 | RSA 12-G:42, VI |
| Pda 508.03- Pda 509.07 | RSA 12-G:42, VI, VII |
| Pda 509.08 | RSA 12-G:42, VI |
| Pda 510.01 – 510.02 | RSA 12-G:42, VI; 12-G:50, I(b) |
| Pda 510.03 | RSA 12-G:42, VI, 12-G:50, I(b), (f) |
| Pda 510.04 – 510.07 | RSA 12-G:42, VI; 12-G:50, I(b) |
| Pda 511 | RSA 12-G:42, VI |
| Pda 513 | RSA 12-G:42, VI |
| Pda 514 | RSA 12-G:42, VI, VII |
| Pda 515.01 | RSA 12-G:42, III; 12-G:50, I(c), (f) |

| | | |
|-----------------------|---------------------|--------------------------|
| Customer Number _____ | Mooring Field _____ | Date/Time Received _____ |
| Permit Number _____ | Permit Fee _____ | Check/Receipt No. _____ |



PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS
 555 Market Street, Portsmouth, NH 03801
 Office (603) 436-8500 Fax (603) 436-2780

**20XX – 20XX
 GENERAL USE MOORING APPLICATION AND PERMIT**

Mailing Address:

Permanent Address (if different):
 (if different than mailing address)

SECTION I - APPLICANT INFORMATION. THE APPLICANT SHALL PROVIDE THE DIVISION THE FOLLOWING INFORMATION; IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION I INSTRUCTIONS ON THE REVERSE SIDE OF FORM.

Applicant's Full Legal Name: _____

E-mail Address: _____

Send Mail To: (Check One) Mailing Address _____ Permanent Address _____

Telephone Number: (including area code): Permanent: _____ Cell: _____

Business Phone: _____ Emergency: _____

SECTION II - VESSEL INFORMATION, FEES AND MOORING EQUIPMENT

DO NOT CHANGE ANY PRE-ENTERED INFORMATION. SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM.

| VESSEL NAME | NH STATE REG # | LENGTH* | PERMIT FEE** | DRAFT | COLOR | TYPE OF VESSEL <small>(Power, Sail or Other)</small> |
|-------------|----------------|---------|--------------|-------|-------|---|
| | | | | | | |

*Length Overall is defined in NH Code of Administrative Rules Pda 502.13 as the distance in feet of the vessel from stem to stem plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel. **Mooring Fee Schedule (Effective 4/1/19), \$12.00 per foot length overall [LOA], a minimum fee of \$200 for all general use permitted moorings, and an additional \$50 Initial Application fee when applicable.

Mooring Location: _____

SECTION III - CERTIFICATION AND SIGNATURE

(1) "I hereby certify that I am an owner in full or in part of the vessel described in this application;" (2) If no New Hampshire state registration number is provided for the vessel: "I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law;" (3) "I hereby certify that I have read the mooring rules in Pda 500 applicable to the type of mooring for which I am applying and that I will comply with such rules;" (4) "I hereby certify that I release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;" (5) If the application is for a temporary seasonal mooring permit: "I hereby certify that if I enter into an agreement with the mooring permit holder to use the mooring equipment presently located at the mooring site, I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability for my intended use;" and (6) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

Note: Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. Failure to comply with the requirements of Pda 510.02 may result in revocation of your mooring permit.

Signature of Applicant: _____ Date: _____
PERMIT WILL NOT BE ACCEPTED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENT(S) AND FEE(S).

SECTION IV - GENERAL USE MOORING PERMIT

This permit once approved by the Harbor Master is valid from April 1, 20XX until March 31, 20XX.

Approved by Harbormaster: _____ Date: _____

SECTION V - REQUIRED ATTACHMENTS

- A. A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law; or
- B. If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel; and
- C. The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

SECTION VI - APPLICANT INSTRUCTIONS

1. Please print or type all information.
2. All information must be completed. Incomplete applications will not be accepted.
3. Make check or money order payable to: Pease Development Authority, Division of Ports and Harbors (or PDA/DPH).
4. Return completed General Mooring Application and Permit with documentation and payment to:

Pease Development Authority
Division of Ports and Harbors
555 Market Street
Portsmouth, NH 03801
5. Upon approval of the mooring permit application by the Harbor Master, a fully executed copy of the mooring application and permit will be mailed to the address listed on the mooring application.

SECTION I INSTRUCTIONS:

1. For business applicants, the person authorized to sign and certify the application on behalf of the business should insert his or her name in the line marked "Applicant's Full Legal Name".
2. If any pre-entered information in Section I of the application is incorrect, the applicant shall make the necessary correction(s) on the application form during the initial mooring application or for subsequent year mooring applications. In accordance with Pda 506.05, (c), (1) – (4), the corrections the applicant may make are limited to the following:
 - a. Any typographical or apparent clerical error.
 - b. An applicant's name, home address, business address, home telephone number, business telephone number, email address or contact person.
 - c. Type of business organization as described in Pda 511.03(b)(7); or
 - d. Organizational structure or nature of the business as described in Pda 511.04(b)(5) or (6).
3. In accordance with Pda 505.04, if any information in Section I of the permit changes after the permit is issued, the applicant must notify the Division within 30 days of the change in information.

SECTION II INSTRUCTIONS: Do not change any pre-entered information in Section II. Altered applications will not be accepted.

1. In accordance with Pda 506.05,(a), an applicant shall not alter information pre-entered on the application by the division relating to the vessel.
2. If any pre-entered information relating to the vessel identified in the permit in such an application requires revisions, or if the applicant has a newly-acquired vessel, the applicant shall comply with the requirements of Pda 505.03.
3. A mooring permit holder may seek a preliminary determination from the division of the suitability of a permitted mooring for a replacement vessel to be acquired by the permit holder or for an existing vessel that the permit holder seeks to modify and that is identified in a valid mooring permit. This process commences when the mooring permit holder seeks a preliminary determination in writing to the division in accordance with Pda 505.03,(a),(1).

INSTRUCTIONS FOR REAPPLICANTS:

In accordance with the requirements contained within Pda 507.02, payment of all fees owed to the division, the permit reapplication fee and completed application along with all required documentation are due no later than March 1st. Reapplications received after March 1st during the late filing period must be received within received within 10 business days from the close of business on March 1st and shall include the late filing fee in addition to the required documentation and payment. If the reapplication fee and late filing fee is not paid and/or the application is not completed and received with proper documentation by the Division of Ports and Harbors by the end of the late filing period, the mooring permit application will not be accepted and the mooring location will be reassigned by the harbormaster.

SECTION VII – ADDITIONAL REQUIREMENTS; SEE NOTE BELOW

1. The mooring permit holder shall write in permanent ink his or her last name and the mooring permit number on the mooring buoy in letters and numbers at least 2 inches in size above the water line, to ensure visibility (Pda 510.02).
2. Only one vessel shall be attached to a mooring (Pda 503.02,(b)).
3. The mooring tackle must be in place within 30 days from the date of issuance of the mooring permit; if issued between April 1 and September 30, if issued between October 1 and March 31 the mooring equipment shall be set on or before May 1 (Pda 510.01, (c)).
4. Make no positional changes to your mooring without the express permission of the Chief Harbor Master or their designee (Pda 510.04).
5. In accordance with the rules contained within Pda 505.03, if a mooring permit holder acquires a replacement vessel or modifies an existing vessel, the mooring permit holder is required to:
 - a. Obtain written approval from the division for replacement or modification of existing vessel; and
 - b. Send the Division a copy of the replacement vessel registration.
6. No person other than the mooring permit holder for a specific mooring may use the mooring (Pda 503.02,(d),(1)).
7. Your mooring permit will become invalid if you cease to be an owner of the vessel described in this permit (Pda 507.03,(13))
8. If you no longer require the mooring, or if you sell or otherwise dispose of the vessel described in this permit, you must notify the Division within 15 days (Pda 507.05,(a),(1) and (4)).

NOTE: The information in Section VII does not include all mooring requirements. You may obtain the Division rules relating to mooring requirements (Pda 500) from the Division office for a fee or at no charge at the following web address:

<https://peasedev.org/division-of-ports-harbors/#moorings>

| | | |
|-----------------------|---------------------|--------------------------|
| Customer Number _____ | Mooring Field _____ | Date/Time Received _____ |
| Permit Number _____ | Permit Fee _____ | Check/Receipt No. _____ |



PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS
 555 Market Street, Portsmouth, NH 03801
 Office (603) 436-8500 Fax (603) 436-2780

20XX – 20XX
INDIVIDUAL SHOREFRONT PROPERTY OWNER
MOORING APPLICATION AND PERMIT

Mailing Address:

Business/Permanent Address
(if different than mailing address)

SECTION I - APPLICANT INFORMATION. THE APPLICANT SHALL PROVIDE THE DIVISION THE FOLLOWING INFORMATION; IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION I INSTRUCTIONS ON THE REVERSE SIDE OF FORM.

Applicant's Full Legal Name: _____

E-mail Address: _____

Send Mail To: (Check One) Mailing Address _____ Permanent Address _____

Telephone Number: (including area code): Permanent: _____ Cell: _____

Business Phone: _____ Emergency: _____

Secondary Contact Name: _____ Contact Information: _____

SECTION II - VESSEL INFORMATION, FEES AND MOORING EQUIPMENT DO NOT CHANGE ANY PRE-ENTERED INFORMATION. SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM.

| VESSEL NAME | NH STATE REG # | LENGTH* | PERMIT FEE** | DRAFT | COLOR | TYPE OF VESSEL (Power, Sail or Other) |
|-------------|----------------|---------|--------------|-------|-------|--|
| | | | | | | |

*Length Overall is defined in NH Code of Administrative Rules Pda 502.13 as the distance in feet of the vessel from stem to stern plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel. **Mooring Fee Schedule (Effective 4/1/19), \$12.00 per foot length overall [LOA], a minimum fee of \$200 for all individual shorefront property owner permitted moorings, and an additional \$50 Initial Application fee when applicable.

Mooring Location: _____ Tax Map: _____ Lot No. _____

SECTION III - CERTIFICATION AND SIGNATURE

(1) If the vessel owner is an individual: "I hereby certify that I am an owner in full or in part of the vessel described in this application;" (2) If the vessel owner is other than an individual: "I hereby certify that the business organization, not-for-profit entity, or trust named as the applicant in this mooring permit application is the owner in full or in part of the vessel described in this application. I also certify that I am duly authorized on behalf of the applicant to make the foregoing certifications;" (3) If no New Hampshire state registration number is provided for the vessel: "I hereby certify that the vessel described in this application is not required to be registered under New Hampshire law;" (4) "I hereby certify that I, or the business organization, not-for-profit entity, or trust that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;" and (5) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information." Additionally, individual shorefront property mooring reapplicants certify "He or she remains an owner of the shorefront property described in the attached tax bill;" and "The mooring described in the application is located in the shorefront property mooring area of the shorefront property described in the attached tax bill."

Note: Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. Failure to comply with the requirements of Pda 510.02 may result in revocation of your mooring permit.

Signature of Applicant: _____ Date: _____

PERMIT WILL NOT BE ACCEPTED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENT(S) AND FEE(S).

SECTION IV - SHOREFRONT PROPERTY OWNER MOORING PERMIT

This permit once approved by the Harbor Master is valid from April 1, 20XX until March 31, 20XX

Approved by Harbormaster: _____ Date: _____

SECTION V - REQUIRED DOCUMENTS

- (1) A copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law;
- (2) If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel;
- (3) For an initial application, a copy from the appropriate county registry of deeds of the deed for the shorefront property containing the book and page number for the recorded deed;
- (4) For an initial application, a copy of the portion of the tax map of the municipality in which the shorefront property is located, including the property tax map number and lot number;
- (5) For initial and subsequent applications, a copy of the most recent property tax bill for the shorefront property;
- (6) For every trust, business organization, or not-for-profit entity except a sole proprietorship:
 - a. A statement describing whether the organization, entity or trust is organized on a profit or nonprofit basis and whether it is:
 1. A partnership, including type of partnership;
 2. A corporation;
 3. A limited liability company;
 4. A trust, including type of trust;
 5. An association; or,
 6. Another entity, including a description of such entity's organizational structure.
 - b. A list of its directors, officers, partners, managers, trustees or members, as applicable; and
 - c. A description of its purpose;
- (7) For every business organization, or incorporated not-for-profit entity, except a sole proprietorship or general partnership, proof of authorization from the secretary of state to do business in New Hampshire;
- (8) For every trust, unincorporated not-for-profit entity, and unincorporated business organization including, but not limited to, partnerships and unincorporated associations, a copy of its governing instrument(s); and
- (9) The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA-DPH."

SECTION VI - APPLICATION INSTRUCTIONS

1. Please clearly print or type all information.
2. All information must be completed. Incomplete applications will not be accepted.
3. Make check or money order payable to: Pease Development Authority; Division of Ports and Harbors (or PDA/DPH).
4. Return completed Shorefront Mooring Application and Permit with documentation and payment to:
Division of Ports and Harbors - Pease Development Authority (or PDA/DPH)
555 Market Street
Portsmouth, NH 03801-3532
5. Upon approval of the mooring permit application by the Harbor Master, a fully executed copy of the mooring application and permit will be sent to you.

SECTION I INSTRUCTIONS:

1. Write in any corrections to incorrect pre-entered information in Section 1.
2. If any information in Section I changes after the permit is issued, the Applicant must notify the Division within 30 days of the change of information.

SECTION II INSTRUCTIONS:

1. Do not change any pre-entered information in Section II. Altered applications will not be accepted.
2. If the vessel for which a mooring permit is requested is different from the vessel pre-entered in Section II, applicant should immediately notify the Division in writing of the change of vessel for a determination of whether the existing mooring and mooring location may be used for the vessel as provided in Pda 505.03. All vessel information must be finalized by March 1.
3. If you plan to modify or replace the vessel listed in Section II during the term of this permit, contact the Division for a determination of whether the new vessel will fit on the mooring and the mooring location.

INSTRUCTIONS FOR REAPPLICATION: Payment of all fees owed to the division, the permit reapplication fee and completed application along with all required documentation are due no later than March 1st. Reapplications received after March 1st during the late filing period must be received within received within 10 business days from the close of business on March 1st and shall include the late filing fee in addition to the required documentation and payment. If the reapplication fee and late filing fee is not paid and/or the application is not completed and received with proper documentation by the Division of Ports and Harbors by the end of the late filing period, the mooring permit application will not be accepted and the mooring location will be reassigned by the harbormaster.

SECTION VII – ADDITIONAL REQUIREMENTS; SEE NOTE BELOW

1. The mooring permit holder shall write in permanent ink his or her last name and the mooring permit number on the mooring buoy in letters and numbers at least 2 inches in size above the water line, to ensure visibility (Pda 510.02).
2. Only one vessel shall be attached to a mooring (Pda 503.02,(b)).
3. The mooring tackle must be in place within 30 days from the date of issuance of the mooring permit; if issued between April 1 and September 30, if issued between October 1 and March 31 the mooring equipment shall be set on or before May 1 (Pda 510.01, (c)).
4. Make no positional changes to your mooring without the express permission of the Chief Harbor Master or their designee (Pda 510.04).
5. In accordance with the rules contained within Pda 505.03, if a mooring permit holder acquires a replacement vessel or modifies an existing vessel, the mooring permit holder is required to:
 - a. Obtain written approval from the division for replacement or modification of existing vessel; and
 - b. Send the Division a copy of the replacement vessel registration.
6. No person other than the mooring permit holder for a specific mooring may use the mooring (Pda 503.02,(d),(1)).
7. Your mooring permit will become invalid if you cease to be an owner of the vessel described in this permit (Pda 507.03,(13))
8. If you no longer require the mooring, or if you sell or otherwise dispose of the vessel described in this permit, you must notify the Division within 15 days (Pda 507.05,(a),(1) and (4)).

NOTE: The information in Section VII does not include all mooring requirements. You may obtain the Division rules relating to mooring requirements (Pda 500) from the Division office for a fee or at no charge at the following web address:

<https://peasedev.org/division-of-ports-harbors/#moorings>

Customer Number _____ Mooring Field _____ Date/Time Received _____
 Permit Number _____ Permit Fee _____ Check/Receipt No. _____



PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS
 555 Market Street, Portsmouth, NH 03801
 Office (603) 436-8500 Fax (603) 436-2780

20XX – 20XX
 COMMERCIAL USE MOORING APPLICATION AND PERMIT

Mailing Address:

Permanent Address (if different):
 (if different than mailing address)

SECTION I - APPLICANT INFORMATION THE APPLICANT SHALL PROVIDE THE DIVISION WITH THE FOLLOWING INFORMATION; IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION I INSTRUCTIONS ON THE REVERSE SIDE OF FORM.

Applicant's Full Legal Name: _____
 Business Name (if applicable): _____
 Contact Name/Phone Number _____
 E-mail Address: _____ Business Phone: _____ Business Fax: _____
 Home Phone: _____ Cellular: _____ Emergency: _____
 Send Mail To: _____ Mailing Address _____ Permanent Address _____
 Type of Activity: (Commercial Fishing/Charter Boat/Water-Dependent/Repair/Other): _____
 Type of Entity: _____ Sole Proprietorship _____ Partnership _____ Corporation _____ LLC _____ Trust _____ Association _____ Other _____

SECTION II - VESSEL INFORMATION, FEES AND MOORING EQUIPMENT
 DO NOT CHANGE ANY PRE-ENTERED INFORMATION, SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM.

| VESSEL NAME | NH STATE REG # | LENGTH* | PERMIT FEE** | DRAFT | COLOR | TYPE OF VESSEL (Power, Sail or Other) |
|-------------|----------------|---------|--------------|-------|-------|--|
| | | | | | | |

*Length Overall is defined in NH Code of Administrative Rules Pda 502.13 as the distance in feet of the vessel from stem to stern plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel. ** (Effective 4/1/19), \$12.00 per foot length overall [LOA], a minimum fee of \$200 for all commercial use permitted moorings, and an additional \$50 Initial Application fee when applicable.

Mooring Block Location: _____ Tax Map: _____ Lot No.: _____

SECTION III - CERTIFICATION AND SIGNATURE

(1) If the vessel owner is other than an individual: "I hereby certify that the applicant uses the vessel described in this application primarily for commercial purposes and that such vessel is not used for noncommercial use for more than 14 days cumulatively during the period from April 1 to March 31. I also certify that I am duly authorized on behalf of the applicant to make the foregoing certification;" (2) If the vessel owner is an individual: "I hereby certify that I use the vessel described in this application primarily for commercial purposes and that such vessel is not used for noncommercial use for more than 14 days cumulatively during the period from April 1 to March 31"; (3) "I hereby certify that I, or the business organization that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring;" (4) If the application is for a temporary seasonal mooring permit: "I hereby certify that if I, or the business organization that I represent, enters into an agreement with the mooring permit holder to use the mooring equipment presently located at the mooring site, I acknowledge that the mooring equipment is not owned or maintained by the Pease Development Authority and that the Pease Development Authority makes no representation as to the condition of the mooring equipment or its suitability for my intended use;" and (5) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

Note: Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. Failure to comply with this Pda 510.02 may result in revocation of your mooring permit.

Signature of Applicant (Sole Proprietorship or Partnership) Title _____ Date _____

PERMIT WILL NOT BE ACCEPTED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENT(S) AND FEE(S).

SECTION IV - COMMERCIAL USE MOORING PERMIT (to be completed by Division)

This permit once approved by the Harbor Master is valid from April 1, 20XX until March 31, 20XX

Approved by Harbormaster: _____ Date: _____

SECTION V - REQUIRED ATTACHMENTS

I. A Commercial Use Mooring Permit Applicant shall attach the following documents;

A. Copy of the current New Hampshire state registration for the vessel listed on the mooring permit application, unless the vessel is not required to be registered under New Hampshire law; or

B. If the vessel is not required to be registered under New Hampshire law, a photograph of the vessel; and

C. If not previously submitted, each applicant shall provide;

1. A statement stating whether the applicant is:
 - a). A partnership, including the type of partnership;
 - b). A corporation;
 - c). A limited liability company
 - d). A trust, including type of trust;
 - e). An association;
 - f). Sole Proprietorship
 - g). Another entity, including a description of such entity's organizational structure
2. A list of applicant's directors, officers, managers, trustees, or members, as applicable; and
3. A description of the organizations purpose.

D. Each applicant, except a sole proprietorship or general partnership, shall provide proof of authorization from the New Hampshire Secretary of State to do business in New Hampshire.

E. Each applicant that is a trust and unincorporated business organization, including, but not limited to, partnership and unincorporated associations shall provide a copy of its governing instruments.

F. The mooring permit fee, provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA/DPH."

II. If the applicant is a **sole proprietorship** doing business in New Hampshire under any other name than his/her own, a partnership, association, or any other entity required to register a trade name with the New Hampshire Secretary of State pursuant to RSA 349:1, applicant shall also provide:

A. Copy of the certificate of trade name issued by the Secretary of State.

III. If applicant is engaged in **commercial fishing**, the applicant shall also provide:

A. A photocopy of the New Hampshire fish and game saltwater fishing license or New Hampshire fish and game commercial lobster license of the applicant or, if the applicant is a business entity, of a least one officer or one member of the business entity; and

B. Documentary evidence of commercial sales of marine species for the prior calendar year, unless the business is starting up in the year of application.

IV. If applicant operates a **charter boat**, the applicant shall also provide;

A. A photocopy of the US Coast Guard Captain's license of the applicant or, if the applicant is a business entity, of at least one officer, member, or employee of the business entity, for the type and size of vessel of the applicant; and

B. A minimum of 2 items of business identification from the following list;

1. Business brochure;
2. Photocopy of the passenger manifest or log book for the most recent month prior to the application;
3. Photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application, and
4. Evidence of membership in a business or marine-related trade association, including, but not limited to:
 - (i) A current membership card; or
 - (ii) A letter from an officer of the association attesting to the current membership of the applicant in the association;

V. If applicant is a **water dependent business**, the applicant shall also provide:

A. A minimum of 2 items of business identification from the following list:

1. Business brochure;
2. Photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application; and
3. Evidence of membership in a business or marine-related trade association, including, but not limited to:
 - (i) A current membership card; or
 - (ii) A letter from an officer of the association attesting to the current membership of the applicant in the association;
4. An explanation of how the commercial vessel is to be used to further the purposes of the water-dependent business as defined in Pda 502.31(a) or (b), as applicable.

SECTION VI - APPLICATION INSTRUCTIONS

1. Please clearly print or type all information.
2. All information must be completed. Incomplete applications will not be accepted.
3. **Make check or money order payable to: Pease Development Authority; Division of Ports and Harbors or "PDA/DPH".**
4. Return completed Commercial Use Mooring Application and Permit with documentation and payment to:

Pease Development Authority; Division of Ports and Harbors (or PDA/DPH)
555 Market Street
Portsmouth, NH 03801-3532

5. Upon approval of the mooring permit application by the Harbor Master, a fully executed copy of the mooring application and permit will be sent to you.

SECTION VI – APPLICATION INSTRUCTIONS (Continued)

SECTION I INSTRUCTIONS:

1. For business applicants, the person authorized to sign and certify the application on behalf of the business should insert his or her name in the line marked "Applicant's Full Legal Name".
2. If any pre-entered information in Section I of the application is incorrect, the applicant shall make the necessary correction(s) on the application form during the initial mooring application or for subsequent year mooring applications. In accordance with Pda 506.05, (c), (1) – (4), the corrections the applicant may make are limited to the following:
 - a. Any typographical or apparent clerical error.
 - b. An applicant's name, home address, business address, home telephone number, business telephone number, email address or contact person.
 - c. Type of business organization as described in Pda 511.03(b)(7); or
 - d. Organizational structure or nature of the business as described in Pda 511.04(b)(5) or (6).
3. In accordance with Pda 505.04, if any information in Section 1 of the permit changes after the permit is issued, the applicant must notify the Division within 30 days of the change in information.

SECTION II INSTRUCTIONS: Do not change any pre-entered information in Section II. Altered applications will not be accepted.

1. In accordance with Pda 506.05,(a), an applicant shall not alter information pre-entered on the application by the division relating to the vessel.
2. If any pre-entered information relating to the vessel identified in the permit in such an application requires revisions, or if the applicant has a newly-acquired vessel, the applicant shall comply with the requirements of Pda 505.03.
3. A mooring permit holder may seek a preliminary determination from the division of the suitability of a permitted mooring for a replacement vessel to be acquired by the permit holder or for an existing vessel that the permit holder seeks to modify and that is identified in a valid mooring permit. This process commences when the mooring permit holder seeks a preliminary determination in writing to the division in accordance with Pda 505.03,(a),(1).

INSTRUCTIONS FOR REAPPLICANTS:

In accordance with the requirements contained within Pda 507.02, payment of all fees owed to the division, the permit reapplication fee and completed application along with all required documentation are due no later than March 1st. Reapplications received after March 1st during the late filing period must be received within 10 business days from the close of business on March 1st and shall include the late filing fee in addition to the required documentation and payment. If the reapplication fee and late filing fee is not paid and/or the application is not completed and received with proper documentation by the Division of Ports and Harbors by the end of the late filing period, the mooring permit application will not be accepted and the mooring location will be reassigned by the harbormaster.

SECTION VII – ADDITIONAL REQUIREMENTS; SEE NOTE BELOW

1. The mooring permit holder shall write in permanent ink his or her last name and the mooring permit number on the mooring buoy in letters and numbers at least 2 inches in size above the water line, to ensure visibility (Pda 510.02).
2. Only one vessel shall be attached to a mooring (Pda 503.02,(b))
3. A mooring buoy shall be installed at the permit holder's sole expense within 30 days of the issuance of the mooring permit, if the permit is granted between April 1 and September 30, or, if the permit is granted between October 1 and March 31, on or before May 1. (Pda 510.01, (c)).
4. In accordance with Pda 510.04, make no positional changes to your mooring without the express permission of the Chief Harbor Master or their designee.
5. In accordance with the rules contained within Pda 505.03, If a mooring permit holder acquires a replacement vessel or seeks to modify an existing vessel the mooring permit holder shall:
 - a. If the vessel is replacement vessel, provide in writing: (1) Vessel name, (2) New Hampshire state registration number, (3) Vessel Length Overall (LOA), (4) Vessel draft, (5) Vessel color, and (6) Type of vessel, including whether the vessel is a fishing or charter vessel.
 - b. If the existing vessel is modified, provide a written document describing the vessels modification, e.g. addition of a bowsprit or dive platform which would change the LOA or, change in color of the vessel.
6. No person other than the mooring permit holder for a specific mooring may use the mooring (Pda 503.02,(d),(1)).
7. A mooring permit may be revoked if "[t]he applicant has provided materially false information on the application form, or has provided materially false or invalid information in any of the documentation required [by their particular mooring permit application]", or "[t]he applicant has submitted an application containing false certifications" (Pda 507.03,(a),(4) – (5)).
8. The mooring permit holder shall provide written notification to the division within 15 business days of (1), the sale or other disposition of the vessel for which the permit has been issued or (2), The mooring permit holder's no longer requiring the mooring for any reason (Pda 507.05,(a),(1) and (4)).
9. If a holder of a commercial use mooring permit ceases operation of the commercial entity for which the permit was issued, the permit shall lapse (Pda 508.01,(d)).

NOTE: The information in Section VII does not include all mooring requirements. You may obtain the Division rules relating to mooring requirements (Pda 500) from the Division office for a fee or at no charge at the following web address:

<https://peasedev.org/division-of-ports-harbors/#moorings>

Customer Number _____

Mooring Field _____

Date/Time Received _____

Permit Number _____

Permit Fee _____

Check/Receipt No. _____



PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS

555 Market Street, Portsmouth, NH 03801
Office (603) 436-8500 Fax (603) 436-2780

**20XX – 20XX
COMMERCIAL MOORING FOR HIRE APPLICATION AND PERMIT**

Mailing Address:

**Permanent Address (if different):
(if different than mailing address)**

SECTION I - APPLICANT INFORMATION THE APPLICANT SHALL PROVIDE THE DIVISION THE FOLLOWING INFORMATION; IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION I INSTRUCTIONS ON THE REVERSE SIDE OF FORM.

Applicant's Full Legal Name: _____

Business Name (if applicable): _____

Contact Name/Phone Number: _____

E-mail Address: _____ Business Phone: _____ Business Fax: _____

Home Phone: _____ Cellular: _____ Emergency: _____

Send Mail To: _____ Mailing Address _____ Permanent Address

Description of the Nature of the Business: _____

Type of Entity (please check): _____ Shore Front Property Owner _____ Marina _____ Condominium Owners Association

Proposed or existing location of mooring: _____ Length Overall (LOA)* of proposed vessel: _____

*Length Overall is defined in NH Code of Administrative Rules Pda 502.13 as the distance in feet of the vessel from stem to stem plus the length of any pulpits, anchors, davits, swim platforms, dinghies, or other attachments to the vessel.

SECTION II - FEES AND MOORING LOCATION

IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM.

Mooring Fee Schedule (Effective 4/1/19), \$12.00 per foot length overall* [LOA], a minimum fee of \$200 for all commercial use permitted moorings, and an additional \$50 Initial Application fee when applicable.

PERMIT FEE: Maximum approved LOA _____ x \$12/foot = \$ _____ total amount due.

Approved Mooring Location: _____

SECTION III - CERTIFICATION AND SIGNATURE

(1) "I hereby certify that I, or the business organization that I represent, release and indemnify Pease Development Authority and hold Pease Development Authority harmless from any and all claims or liability which may arise on account of the use of the mooring(s);" and (2) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information." A shorefront property owner making a reapplication for a commercial mooring for hire mooring permit shall certify, in addition to (1) and (2) above, that; He or she is an owner of the shorefront property described in the attached tax bill; and the mooring described in the application is located in the shorefront property mooring area of the shorefront property described in the attached tax bill.

Note: Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. Failure to comply with this Pda 510.02 may result in revocation of your mooring permit.

Signature of shorefront property owner _____ (or Authorized Officer and title of duty)

_____ Date

PERMIT WILL NOT BE ACCEPTED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENTS AND FEE(S).

SECTION IV - COMMERCIAL MOORING FOR HIRE PERMIT

This permit once approved by the Harbor Master is valid from April 1, 20XX until March 31, 20XX

Approved by Harbormaster: _____ Date: _____

SECTION V - REQUIRED DOCUMENTS

Shorefront Property Owner Applicants:

- A. If applicant is a shorefront property owner making initial application, applicant shall attach:
 - 1. Copy of shorefront property deed from appropriate County Registry of Deeds with book and page number; and
 - 2. Copy of most recent property tax bill for shorefront property;
 - 3. Copy of portion of tax map for municipality in which property is located (including tax map number and lot number); and
 - 4. Permit application fee and initial application fee provided that fees paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA/DPH".
- B. If applicant is a shorefront property owner making a reapplication, applicant shall attach:
 - 1. Copy of most recent property tax bill for shorefront property;
 - 2. Permit application fee provided that fee is paid in the form of a check or a money order shall be made payable to "Pease Development Authority, Division of Ports and Harbors" or "PDA/DPH".

Marina Applicant:

- A. If applicant is a marina, applicant shall attach:
 - 1. A description of the access to the water and parking facilities; and
 - 2. An explanation of the terms and conditions under which the marina is open to the general public;
- B. Documentation demonstrating that the applicant meets the definition of a marina, such as:
 - 1. A business brochure or a photograph of signage relating to the marina;
 - 2. Photocopy of receipt(s) for business advertisement(s) commissioned within the most recent 12 months prior to this application, or
 - 3. Evidence of membership in a business or marine-related trade association, including, but not limited to:
 - a. A current membership card; or
 - b. A letter from an officer of the association attesting to the current membership of the applicant in the association;

Condominium Unit Owners' Association applicants:

- A. Each condominium unit owners' association applicant shall attach a copy of the condominium unit owners' association declaration and bylaws as recorded in the Registry of Deeds.

Collective mooring area applicants (marinas and condominiums only):

- A. For a collective mooring area:
 - 1. A collective mooring area plan, showing the existing location of each individual mooring in the area and the distance between each mooring location.
 - 2. The maximum LOA to be allowed for each proposed individual mooring location; and
 - 3. The weight and type of mooring block proposed to be set for each individual mooring locations; and
- B. For each mooring proposed to be set outside a collective mooring area:
 - 1. The proposed location of the mooring;
 - 2. The maximum LOA to be allowed for the proposed mooring; and
 - 3. The weight and type of mooring block proposed to be set for the mooring location.

Business Organization Applicants:

- A. If applicant is a business organization applicant shall provide:
 - 1. A statement stating whether the applicant is:
 - a. A partnership, including the type of partnership;
 - b. A corporation
 - c. A limited liability company;
 - d. A trust, including type of trust;
 - e. An association;
 - f. Another entity, including a description of such entity's organizational structure
 - 2. A list of applicant's directors, officers, managers, trustees, or members, as applicable; and
 - 3. A description of applicant's purpose
- B. Each applicant, except a sole proprietorship or general partnership, shall provide proof of authorization from the NH Secretary of State to do business in New Hampshire;
- C. Each applicant that is a trust and unincorporated business organization, including, but not limited to, partnership and unincorporated associations shall provide a copy of its governing instruments;
- D. Each applicant that is a sole proprietorship doing business in New Hampshire under any other name than his own, a partnership, association, or any other entity required to register a trade name with the NH Secretary of State pursuant to RSA 349:1 shall also provide a copy of the certificate of trade name issued by the Secretary of State;
- E. Each applicant shall provide an explanation of how the commercial mooring(s) for hire is or will be used to further the purposes of the business.

SECTION VI - APPLICATION INSTRUCTIONS

1. Please clearly print or type all information.
2. All information must be completed. Incomplete applications will not be accepted.
3. Make check or money order payable to: Pease Development Authority; Division of Ports and Harbors or "PDA/DPH".
4. Return completed Commercial Use Mooring Application and Permit with documentation and payment to:

Pease Development Authority; Division of Ports and Harbors (or PDA/DPH)
555 Market Street
Portsmouth, NH 03801-3532

5. Upon approval of the mooring permit application by the Harbor Master, a fully executed copy of the mooring application and permit will be sent to you.

SECTION I INSTRUCTIONS:

1. Write in any corrections to incorrect pre-entered information in Section 1.
2. If any information in Section 1 changes after the permit is issued, the Applicant must notify the Division within 30 days of the change in information.

SECTION II INSTRUCTIONS:

1. Do not change any pre-entered information in Section II. Altered applications will not be accepted.
2. If the vessel for which a mooring permit is requested is different from the vessel pre-entered in Section II, Applicant should immediately notify the Division in writing of the change of vessel as provided in Pda 505.03. All vessel information must be finalized by March 1.
3. If you plan to modify or replace the vessel listed in Section II during the term of this permit, contact the Division for a determination of whether the new vessel will fit on the mooring and the mooring location.

INSTRUCTIONS FOR REAPPLICANTS:

Payment and complete application are due no later than March 1, unless late application fee and completed application are received within 10 business days of March 1. If the mooring fee and late fee is not paid and/or the application is not completed and received with proper documentation by the Division of Ports and Harbors by the due date, the mooring application will not be accepted and the mooring location will be reassigned by the harbor master.

SECTION VII – ADDITIONAL REQUIREMENTS; SEE NOTE BELOW

1. The mooring permit holder shall write in permanent ink his or her last name and the mooring permit number on the mooring buoy in letters and numbers at least 2 inches in size above the water line, to ensure visibility (Pda 510.02).
2. Only one vessel shall be attached to a mooring (Pda 503.02,(b))
3. A mooring buoy shall be installed at the permit holder's sole expense within 30 days of the issuance of the mooring permit, if the permit is granted between April 1 and September 30, or, if the permit is granted between October 1 and March 31, on or before May 1. (Pda 510.01, (c)).
4. In accordance with Pda 510.04, make no positional changes to your mooring without the express permission of the Chief Harbor Master or their designee.
5. In accordance with the rules contained within Pda 505.03, If a mooring permit holder acquires a replacement vessel or seeks to modify an existing vessel the mooring permit holder shall;
 - a. If the vessel is replacement vessel, provide in writing: (1) Vessel name, (2) New Hampshire state registration number, (3) Vessel Length Overall (LOA), (4) Vessel draft, (5) Vessel color, and (6) Type of vessel, including whether the vessel is a fishing or charter vessel.
 - b. If the existing vessel is modified, provide a written document describing the vessels modification, e.g. addition of a bowsprit or dive platform which would change the LOA or, change in color of the vessel.
6. No person other than the mooring permit holder for a specific mooring may use the mooring (Pda 503.02,(d),(1)).
7. A mooring permit may be revoked if "[t]he applicant has provided materially false information on the application form, or has provided materially false or invalid information in any of the documentation required [by their particular mooring permit application]", or "[t]he applicant has submitted an application containing false certifications" (Pda 507.03,(a),(4) – (5)).
8. The mooring permit holder shall provide written notification to the division within 15 business days of (1), the sale or other disposition of the vessel for which the permit has been issued or (2), The mooring permit holder's no longer requiring the mooring for any reason (Pda 507.05,(a),(1) and (4)).
9. If a holder of a commercial use mooring permit ceases operation of the commercial entity for which the permit was issued, the permit shall lapse (Pda 508.01,(d)).

NOTE: The information in Section VII does not include all mooring requirements. You may obtain the Division rules relating to mooring requirements (Pda 500) from the Division office for a fee or at no charge at the following web address:

<https://peas@dev.org/division-of-ports-harbors/#moorings>

Customer No.: _____ Permit No.: _____ Mooring Field: _____ Date/Time Received: _____



PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS
 555 Market Street, Portsmouth, NH 03801
 Office (603) 436-8500 Fax (603) 436-2780

2019 - 2020
 NON-REVENUE MOORING APPLICATION AND PERMIT

Mailing Address:

Business/Permanent Address
 (if different from mailing address)

SECTION I - APPLICANT INFORMATION THE APPLICANT SHALL PROVIDE THE DIVISION THE FOLLOWING INFORMATION; IF PRE-ENTERED INFORMATION IS INCORRECT, SEE SECTION I INSTRUCTIONS ON THE REVERSE SIDE OF FORM.

Name of State Agency: _____

Name of Contact Person: _____

E-mail Address: _____

Contact Telephone Number: (including area code) _____ Permanent Phone Number: _____

Cell Phone Number: _____ Emergency Phone Number: _____

Send Mail To: _____ Permanent Address _____ Mailing Address _____

SECTION II - VESSEL INFORMATION, FEES AND MOORING EQUIPMENT
 DO NOT CHANGE ANY PRE-ENTERED INFORMATION. SEE SECTION II INSTRUCTIONS ON REVERSE SIDE OF FORM.

| VESSEL NAME | NH STATE REG # | LENGTH* | PERMIT FEE** | DRAFT | COLOR | TYPE OF VESSEL (Power, Sail or Other) |
|-------------|----------------|---------|--------------|-------|-------|--|
| | | | | | | |

Mooring Location: _____

SECTION III - CERTIFICATION AND SIGNATURE

(1) "I hereby certify that the applicant is an owner in full or in part of the vessel described in this application;" and (2) "I hereby certify that the statements and information in the enclosed documents are to the best of my knowledge and belief true, accurate and complete. I am aware that my mooring permit or placement on a mooring wait list may be withdrawn by the Pease Development Authority for submitting false statements or information or omitting required statements or information."

Note: Pursuant to Pda 510.02, all mooring balls must be marked with the last name of the permit holder and permit number by May 1st. Failure to comply with the requirements of Pda 510.02 may result in revocation of your mooring permit.

Signature of Applicant: _____ Date: _____

PERMIT WILL NOT BE ACCEPTED UNLESS SIGNED AND RETURNED WITH APPLICABLE DOCUMENT(S) AND FEE(S).

SECTION IV - NON-REVENUE MOORING PERMIT

This permit once approved by the Harbor Master is valid from April 1, 20XX until March 31, 20XX.

Approved by Harbormaster: _____ Date: _____

SECTION V - REQUIRED ATTACHMENTS

- A. Copy of current New Hampshire State **TIDAL** Registration (tidal box is denoted on boat registration) for the vessel referenced in Section II;
- B. Written request in compliance with Pda 506.10 from the agency for the mooring field, subfield, or location requested.

SECTION VI - APPLICANT INSTRUCTIONS

1. Please clearly print or type all information.
2. All information must be completed. Incomplete applications will not be accepted.
3. Return completed Non-Revenue Mooring Application and Permit with documentation to:

Pease Development Authority; Division of Ports and Harbors (or PDA/DPH)
555 Market Street
Portsmouth, NH 03801

4. Upon approval of the mooring permit application by the Division, a fully executed copy of the mooring application and permit will be sent to you.

SECTION I INSTRUCTIONS:

1. If any pre-entered information in Section I of the application is incorrect, the applicant shall make the necessary correction(s) on the application form during the initial mooring application or for subsequent year mooring applications. In accordance with Pda 506.05, (c), (1) – (4), the corrections the applicant may make are limited to the following:
 - a. Any typographical or apparent clerical error.
 - b. An applicant's name, home address, business address, home telephone number, business telephone number, email address or contact person.
 - c. Type of business organization as described in Pda 511.03(b)(7); or
 - d. Organizational structure or nature of the business as described in Pda 511.04(b)(5) or (6).
2. In accordance with Pda 505.04, if any information in Section 1 of the permit changes after the permit is issued, the applicant must notify the Division within 30 days of the change in information.

SECTION II INSTRUCTIONS: Do not change any pre-entered information in Section II. Altered applications will not be accepted.

1. In accordance with Pda 506.05.(a), an applicant shall not alter information pre-entered on the application by the division relating to the vessel.
2. If any pre-entered information relating to the vessel identified in the permit in such an application requires revisions, or if the applicant has a newly-acquired vessel, the applicant shall comply with the requirements of Pda 505.03.
3. A mooring permit holder may seek a preliminary determination from the division of the suitability of a permitted mooring for a replacement vessel to be acquired by the permit holder or for an existing vessel that the permit holder seeks to modify and that is identified in a valid mooring permit. This process commences when the mooring permit holder seeks a preliminary determination in writing to the division in accordance with Pda 505.03.(a),(1).

NOTE: A COMPLETED APPLICATION AND WRITTEN REQUEST FOR NON-REVENUE MOORING(S) MUST BE SUBMITTED TO THE DIVISION ANNUALLY. WAIVER(S) OF MOORING FEES SHALL BE CONSIDERED ANNUALLY BY THE DIVISION ONLY UPON RECEIPT OF A NON-REVENUE MOORING APPLICATION AND A WRITTEN NON-REVENUE MOORING REQUEST PURSUANT TO Pda 506.10.(k).

SECTION VII – ADDITIONAL REQUIREMENTS; SEE NOTE BELOW

1. The mooring permit holder shall write in permanent ink his or her last name and the mooring permit number on the mooring buoy in letters and numbers at least 2 inches in size above the water line, to ensure visibility (Pda 510.02).
2. Only one vessel shall be attached to a mooring (Pda 503.02.(b)).
3. A mooring buoy shall be installed at the permit holder's sole expense within 30 days of the issuance of the mooring permit, if the permit is granted between April 1 and September 30, or, if the permit is granted between October 1 and March 31, on or before May 1. (Pda 510.01, (c)).
4. In accordance with Pda 510.04, make no positional changes to your mooring without the express permission of the Chief Harbor Master or their designee.
5. In accordance with the rules contained within Pda 505.03, If a mooring permit holder acquires a replacement vessel or seeks to modify an existing vessel the mooring permit holder shall;
 - a. If the vessel is replacement vessel, provide in writing: (1) Vessel name, (2) New Hampshire state registration number, (3) Vessel Length Overall (LOA), (4) Vessel draft, (5) Vessel color, and (6) Type of vessel, including whether the vessel is a fishing or charter vessel.
 - b. If the existing vessel is modified, provide a written document describing the vessels modification, e.g. addition of a bowsprit or dive platform which would change the LOA or, change in color of the vessel.
6. No person other than the mooring permit holder for a specific mooring may use the mooring (Pda 503.02.(d),(1)).
7. A mooring permit may be revoked if "[t]he applicant has provided materially false information on the application form, or has provided materially false or invalid information in any of the documentation required [by their particular mooring permit application]", or "[t]he applicant has submitted an application containing false certifications" (Pda 507.03.(a),(4) – (5)).
8. The mooring permit holder shall provide written notification to the division within 15 business days of (1), the sale or other disposition of the vessel for which the permit has been issued or (2), The mooring permit holder's no longer requiring the mooring for any reason (Pda 507.05.(a),(1) and (4)).

NOTE: The information in Section VII does not include all mooring requirements. You may obtain the Division rules relating to mooring requirements (Pda 500) from the Division office for a fee or at no charge at the following web address:

<https://peasedev.org/division-of-ports-harbors/#moorings>

FOR DIVISION USE ONLY

Customer Number: _____

Date Received: _____

Check Received By: _____

Check Number: _____

Check Amount: _____



PEASE DEVELOPMENT AUTHORITY
STATE OF NEW HAMPSHIRE; DIVISION OF PORTS AND HARBORS
555 Market Street, Portsmouth NH 03801-3532 Office- (603) 436-8500 Fax- (603) 436-2780

20XX – 20XX
MOORING WAIT LIST APPLICATION
ALL INFORMATION MUST BE COMPLETE

Mailing Address:

Business / Permanent Address:
(If different from Mailing Address)

Applicant's Full Legal Name: _____

E-mail Address: _____

Telephone Number (including Area Code): Permanent: _____ Home: _____

Cell: _____

Vessel Information (if applicable):

Name of Vessel: _____ Vessel Length Overall: _____

NH State Registration No. (if applicable): _____ Vessel Draft: (centerboard up): _____

Type of Vessel: _____ Commercial or _____ Pleasure Type of Vessel: _____ Sail or _____ Power

Documents (if available)

1. Attach a copy of the current NH State Registration for the above referenced vessel; or
2. Attach a photograph of the vessel if the above referenced vessel is not required to be registered under New Hampshire Law.

MOORING FIELDS

Mooring Fields and Mooring Subfields are listed on the reverse side of this page. Please check the Mooring Field and/or Subfield you are applying for. A Fee of \$10.00 per Mooring Field and/or Subfield will be charged.

"Nearshore Area" means that portion of a mooring field or mooring subfield, described in (a) or (b) below (whichever is greater):

- (a) Within 50 feet of the mean high-water mark; or
- (b) The portion from the mean high-water mark to the mean low water line.

FEES: \$10.00 application fee for each area checked.

Make check or money order payable to:

Pease Development Authority; Division of Ports and Harbors or, "PDA-DPH".

Return completed application to:

Pease Development Authority; Division of Ports and Harbors
555 Market St
Portsmouth, NH 03801

*****APPLICANT MUST SIGN AND DATE APPLICATION ON THE REVERSE SIDE OF THIS FORM**

To check a position on a mooring field wait list, you may go to the Division of Ports and Harbors' website at www.portofnh.org, scroll down and click on the link to "Moorings", then "Active Mooring Waitlist" in the "Resources" section. You may obtain the Division rules relating to mooring requirements (Pda 500) from the Division office for a fee or at no charge by pointing your web browser to;

http://gencourt.state.nh.us/rules/state_agencies/pda100-700.html

**PEASE DEVELOPMENT AUTHORITY - DIVISION OF PORTS AND HARBORS
MOORING WAIT LIST APPLICATION**

| Area (Check area(s) desired; (\$10 per box) | (H) | Date Applied | Date Refused | Date Cancelled | (NS) | Date Applied | Date Refused | Date Cancelled |
|--|--------------------------|---------------------|---------------------|-----------------------|--------------------------|---------------------|---------------------|-----------------------|
| Cocheco River | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Exeter Town landing | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Gosport Harbor (<i>Isles of Shoals</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Great Bay | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Hampton Area 1 (<i>In the vicinity of the boat ramp at the Hampton State Pier.</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Hampton Area 2 (<i>Extending northwest from Area 1, in the tidal flats up to the area known as the Willows</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Hampton Area 3 (<i>In the Hampton River in the vicinity of Blind Creek and Tide Mill Creek, northwest of Area 2</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Hampton Area 4 (<i>In the Hampton River, north of Area 3, by Nudds Canal</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Hampton Area 5 (<i>North of Great Boars Head on the oceanfront, in the vicinity of North Beach and Plaice Cove</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Lamprey River | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Little Bay: Area 1 (<i>In the vicinity of Upper Fox Point just south of Fox Point</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Little Bay: Area 2 (<i>The Fox Point area, east of Fox Point</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Little Bay Area 3 (<i>The Adams Point area, extending about 1/4 mile north of Adams Point</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Little Bay Area 4 (<i>The Scammel Bridge area, immediately adjacent to and south of the Scammel Bridge including the area around Cedar Point on the west and extending to Boston Harbor Road to the east.</i>) | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Little Harbor | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Newfields Town Landing | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Outer Cutts Cove | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Oyster River | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Piscataqua River: Bloody Point | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Piscataqua River: Hilton Park | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Piscataqua River: Newington Town Landing | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Portsmouth Harbor: Goat Island - Back | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Portsmouth Harbor: Hart's Cove | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Portsmouth Harbor: Peirce Island | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Portsmouth Harbor: Peirce Island Back | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Portsmouth Harbor: Portsmouth North Mill Pond | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Portsmouth Harbor: Portsmouth Yacht Club | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Rye | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Sagamore Creek | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |
| Seabrook | <input type="checkbox"/> | | | | <input type="checkbox"/> | | | |

Acknowledgement: I understand that it is my responsibility to confirm my intent to obtain mooring space by submitting a completed wait list application and \$10.00 wait list fee per wait list area by March 1 of each year, unless I submit a completed application, wait list fee, and late filing fee within 10 business days of March 1, or I will automatically be dropped from the wait list. I understand that it is my responsibility to notify the Division in writing within 30 days of any change of address or telephone number.

Applicant's Signature

Date