

LEASE AGREEMENT

This Lease Agreement (the "Lease") entered into as of _____, 2026 (the "Effective Date"), by and between the City of Concord a body politic and corporate, located at 41 Green Street, Concord, New Hampshire 03301 (the "Lessor"), and Concord Coach Lines, Inc., a Domestic Profit Corporation in the State of New Hampshire, having a mailing address of 7 Langdon Avenue, Concord, New Hampshire, 03301 (the "Lessee"). The Lessor and Lessee are collectively referred to as the "Parties" and may be referred to individually as "Party."

RECITALS

WHEREAS, the Lessor owns vacant property at an unaddressed parcel of land off Storrs Street, Concord, New Hampshire, Map 6414Z, Lot 92 (the "Property"); and

WHEREAS, the Lessee is desirous of leasing the Property to construct, operate and maintain a vehicular parking lot for the parking of passenger vehicles in connection with busing and transportation services offered at an off-site, adjacent facility as described herein; and

WHEREAS, the Lessor, in support of the public transportation mission and goals of the Lessee, consents to lease the Premises for a period of up to ten (10) years or more, as set forth herein.

ARTICLE I – PREMISES

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

Premises. The Premises consist of a 3.48+/- acre portion of an un-addressed parcel of land off Storrs Street, Concord, New Hampshire, Map 6414Z, Lot 92, as shown on the attached plan titled "Concord Coach – Temporary Parking Expansion, Storrs Street, Concord, NH 03301", Sheet C2.00, dated November 18, 2025, prepared by VHB, as attached to this Lease as Exhibit A.

ARTICLE II – TERM

A. Initial Term

The Initial Term of this Lease shall be for a period of ten (10) years, commencing on the effective date of this agreement, unless earlier terminated, or otherwise extended, under the provisions of this Lease. The party requesting the extension should provide notice to the other party no later than 180 days prior to the conclusion of the Initial Term. Should the parties fail to mutually agree

on granting the extension, the provisions of Article II, C shall govern the relationship of the parties after the completion of the Initial Term or any extension thereof.

Notwithstanding whether the Parties negotiate a new lease following the Extension Term of this Lease, such term of this Lease shall end upon the Termination Date, unless otherwise extended under the provisions of this Lease.

B. Early Termination Rights

Understanding that the Premises are envisioned by the Lessor to be developed as part of future roadway improvements associated with Storrs Street North Extension (City Capital Improvement Project #18) and the Interstate 93 Improvement project, this lease is subject to early termination at any point after the fifth Lease Year, at the request of either party and for any reason, provided that the party requesting termination submits to the other party written notice of the intent to terminate the lease agreement no less than 180 days prior to the intended early termination date. Parties agree that the Premises shall be returned to a condition as described in Article III.D herein.

C. Holdover

Should the Lessee wish to continue as the Lessor's tenant at the Premises after the completion of the Extension term, the Lessee shall notify the Lessor, in writing, at least one hundred eighty (180) days prior to the termination of the Term, of its desire to negotiate a new lease agreement or remain in holdover status.

Upon completion of the Lease Term and notification of Lessee's intent to remain at the Premises, the Lessor may, at its sole discretion (a) negotiate a new lease agreement with Lessee; (b) allow Lessee to remain in possession of the premises under a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (c) evict the Lessee and retake possession of the Premises with Lessee being responsible for all direct damages suffered by Lessor as a result of the Lessee's possession of the Premises after the completion of the lease term.

Lessee hereby agrees that the provisions of this Article shall not constitute a waiver by Lessor of any right under this Lease or otherwise; and that the receipt of any Rent, as defined below, or any other act in apparent affirmance of the tenancy shall not operate as a waiver of Lessor's right to terminate this Lease for Lessee's breach of the Lease or remove the Lessee from the Premises.

ARTICLE III –USE OF THE PREMISES

A. Lessee's Use of the Premises

Lessee shall use the Premises for the purpose of constructing, installing, operating, maintaining, repairing, removing and replacing:

A vehicular parking lot containing approximately 230 parking spaces, more or less, as conceptually depicted on Exhibit A, for the express purpose of supporting off-site busing and public transportation services offered by Lessee, Manchester Transit, and

Greyhound at the adjacent Concord Transportation Center located on land of the State of New Hampshire located at 30 Stickney Avenue. Said conceptual design plan is attached hereto as Exhibit A; and any other improvements identified in the Development Plan (the parking area and all improvements identified in the Development Plan are hereinafter collectively referred to as the "Improvements"). Following the approval of the Development Plan by the City of Concord Planning Board, it shall be added to this agreement as Exhibit B.

The Lessee shall be solely responsible for the design, permitting, installation, ownership, operation and maintenance of the Improvements. Lessee shall construct the Improvements and utilize the Premises in accordance with the City of Concord's Zoning Ordinance, Land Use Regulations, and applicable federal, state, and local laws, codes, ordinances, statutes, rules, and regulations, as well as in accordance with any and all federal, state, and local permits, and approvals ("Legal Requirements"). Subject to development permitting processes and approvals, the Lessee covenants that Improvements at the Premises shall be materially similar to those conceptually depicted on Exhibit A.

The acceptable uses of the Premises shall include a vehicular parking lot, including all related site, utility, and stormwater management improvements, as described in the Development Plan; and, subject to Lessor's prior written approval (not to be unreasonably withheld, conditioned, or delayed), for such other purposes as are reasonably incidental thereto. Lessee will not permit the Premises or any part of it to be used for any other purpose except with the written consent of the Lessor.

Lessor agrees that Lessee, by paying the rent and performing all the terms and conditions of this Lease, shall quietly have, hold, and enjoy the Premises during the term of this Lease. Quiet enjoyment is defined as the possession and unimpaired use of the leasehold without interference in accordance with the Legal Requirements and this Lease.

B. Condition of Premises

- 1) Lessee accepts the Premises in its "AS IS / WHERE IS" condition, after a full and complete examination of the Premises and the title thereto, and knowledge of its past and present uses and non-uses. Lessee accepts the Premises in the condition and state in which the Premises are in as of the Effective Date without any representation or warranty, express or implied in fact or by law, by Lessor, and without any recourse whatsoever against Lessor as to the title thereto, and as to the nature, condition or usability of the Premises, and as to the use or uses to which the Premises or any part thereof have been and may be put. Lessor is not required to furnish any services or facilities or to make any repairs or alterations in or to the Premises.
- 2) Lessee acknowledges and affirms that Lessee is aware that the City of Concord has subsurface municipal infrastructure, particularly the stormwater drains noted below, located at the Premises, which shall not be altered unless otherwise approved as part of the Development Plan approved by the Planning Board. The Lessor recommends avoiding the construction of any improvements on top of, or in close proximity to, the 36" / 60" and 60" storm drains located at the Premises. Both drain lines are fragile due to type of pipe material and age. Connection to these drain lines for discharging storm water from the proposed parking lot

and associated improvements should be carefully considered, given the potential costs associated therewith. The Lessor shall confirm that said drain lines are avoided by the layout proposed as shown on Exhibit A.

- 3) Lessee acknowledges and affirms that Lessee is aware that the City of Concord has existing licenses which encumber portions of the Premises, including a License to Brady Sullivan for building encroachments associated with their 11 Stickney Avenue property. Other licenses and easements may also exist. The rights granted to Lessee under this Lease are expressly subject to all existing licenses and easements related to the Premises.
- 4) Lessee acknowledges and affirms that Lessee is aware that the Premises are encumbered by private utility easements, including, but not limited to, aerial electrical utilities. The Lessee shall design and construct its Improvements to avoid relocation of aerial utilities at the Premises.
- 5) Lessee acknowledges and affirms that Lessee is aware that the Premises are encumbered by railroads. The Lessee's Improvements shall not infringe upon, or interfere with, railroads at, or adjacent to, the Premises, or utilities located therein. The Lessee is prohibited from accessing or crossing railroads to access other areas of the Lessor's property which are not part of the Premises.
- 6) Lessee acknowledges and affirms that Lessee is aware of the findings of a Phase I / Phase II Environmental Site Assessment completed by Nobis Engineering dated July 18, 2014 and August 29, 2014, respectively. The Lessee specifically acknowledges the existence of coal ash, petroleum, as well as other potential hazardous materials or regulated substances at the Premises. The Lessee shall be solely responsible for management, abatement, and disposal of any hazardous materials or regulated substances in accordance with New Hampshire Department of Environmental Services (NHDES) and United States Environmental Protection Agency as might be necessary in conjunction with the Lessee's design, construction, operation, and maintenance of the Lessees' Improvements. Unless Lessee's construction of the Improvements requires management, abatement, and disposal of any hazardous materials or regulated substances, Lessee shall not otherwise incur or accept responsibility for managing such substances which may, consistent with the environmental site assessments disclosed by Lessor and any requirements of NHDES, remain in place.
- 7) Lessee acknowledges and affirms that Lessee is aware that the Premises are encumbered by four (4) groundwater monitoring wells (a fifth monitoring well is located on the property, but outside of the Premises subject to this lease agreement). The Lessee shall design and construct its Improvements to safeguard and preserve all monitoring wells located upon the Premises. Modification or relocation of monitoring wells at the Premises by the Lessee shall only be undertaken subject to the express written approval of the Lessor and New Hampshire Department of Environmental Services. Any relocation or modification of the monitoring wells shall be overseen by a qualified environmental engineer.

C. Lessee's Improvements

- 1) The Improvements contemplated by this agreement shall include the vehicular parking lot, utility improvements, pavement, landscaping, lighting, fencing, signage, and other

structures or improvements to the Premises appurtenant to the use of the Premises as a vehicular parking lot. (the "Improvements").

- 2) Lessee shall, at its sole expense, design, and obtain the applicable development approvals, permits, and construct (which construction shall not commence without Lessor's written consent as required in this Lease, which shall not be unreasonably conditioned, delayed or withheld) all Improvements.
- 3) Lessee shall, at its sole expense, shall secure all necessary rights and approvals from the State of New Hampshire and Twenty-Seven SAC Self Storage for vehicular and pedestrian access to the Lessee's Improvements at the Premises over real estate owned by these entities, respectively, as depicted on Exhibit A. The parties anticipate that obtaining said rights shall be stated as a condition precedent of any final site plan approval granted by the City of Concord Planning Board to Lessee for the Improvements. No construction of the Improvements shall occur until Lessee obtains necessary rights and approvals from these entities.
- 4) No construction of the Improvements shall occur until Lessee obtains prior written consent from the Lessor, which shall not be unreasonably conditioned, delayed or withheld, and, until after Lessee satisfies all applicable Legal Requirements. Lessee shall be responsible for obtaining and satisfying, at its sole cost and expense, all Legal Requirements, including but not limited to all permits and approvals necessary for the Improvements. Notwithstanding anything to the contrary herein, the execution of this Lease does not to any extent provide a waiver of any permit or approval from the Legal Requirements.
- 5) To the extent that any excavation associated with the Lessee's Improvements is subject to New Hampshire's excavation tax under RSA 72-B, Lessee shall be responsible for paying said tax. To the extent that any tree removal associated with the Lessee's Improvements is subject to New Hampshire's Timber Tax under RSA 79, Lessee shall be responsible for paying said tax.
- 6) Notwithstanding anything to the contrary in the Lease, at least thirty (30) days before commencing the Improvements, or at such other time as mutually agreed by Lessee and Lessor, Lessee shall furnish to Lessor for Lessor's approval, which approval shall not be unreasonably conditioned, delayed or withheld, copies of all design plans, drawings, specifications, and detailed schedules for such work. This review is in addition to, and not a limitation of, any regulatory review or process required by law, including, but not limited to, any such review or process required by the City of Concord Planning Board, Zoning Board of Adjustment, and/or department or division of the City of Concord. Lessee and/or Lessee's general contractor shall schedule a pre-construction meeting with Lessor and the City of Concord Community Development Department Engineering Services Division at least ten (10) business days before commencement of any work at the Premises, and shall coordinate all such work with Lessor's activities at the Premises. Notwithstanding any approval by Lessor, Lessee shall not be relieved of its obligations under the Lease concerning the engineering, design, permitting, construction, operation, maintenance, repair, and monitoring of the Improvements.
- 7) Lessee will cause the Improvements to be designed, engineered, installed, constructed,

operated, maintained, repaired, monitored, and inspected in accordance with all Legal Requirements, including, applicable laws, ordinances, rules, regulations, development permits and approvals, standards of care, prudent industry practices, manufacturers' instructions, specifications, and warranties, as well as plans and specifications. Lessee shall pay for all costs and expenses arising therefrom. Lessee shall keep Lessor informed on a weekly basis regarding the progress, scheduling and coordination of the Improvements. Lessee shall undertake and construct the Improvements using commercially reasonable and diligent efforts, and without unreasonable delay or interruption. Lessee reserves the right to propose a phased construction plan whereby Lessee may be able to operate parking areas during periods of peak demand and prior to the full completion of construction of the Improvements. Lessor may approve such phasing, which if approved shall be part of the Planning Board's site plan approval, prior to operation, which will not be unreasonably conditioned, delayed or withheld.

- 8) Promptly following the completion of the Improvements, Lessee shall provide Lessor with "as-built" drawings, stamped by a New Hampshire licensed land surveyor, detailing the location of all components of the Improvements.
- 9) Except for repairs that are necessary to maintain the safe condition of the Improvements that must be performed on an urgent basis, Lessee shall provide Lessor with forty-five (45) day written advance notice regarding any substantial repair, modification, alteration, change or replacement of any portion of the Improvements. Simultaneously with said advance written notice, the Lessee also provide Lessor with copies of plans, drawings and specifications for such repair or replacement for Lessor's approval in the same manner as was required for the Improvements.
- 10) Lessee acknowledges the locations of existing utilities relative to the location of the Premises and agrees to extend the existing utilities to the Premises (in cooperation with the utility providers) as may be necessary to install service connections to the proposed facilities. Lessee shall be solely responsible for confirming the capacity and ability of utilities to support the Lessee's development. Lessee shall not at any time overburden or exceed the capacity of utility mains, lines, feeders, ducts, conduits, or other facilities by which such utilities are supplied to, distributed in or serve the Premises. If Lessee desires to install any equipment which shall require additional utility facilities, or utility facilities of a greater capacity than the facilities provided, such installation shall be subject to Lessor's prior written approval of Lessee's plans and specifications therefor, which approval shall not be unreasonably withheld. Lessor's approval shall be contingent upon the review and approval of the associated utility provider. If such installation is approved by Lessor, installation of said additional utilities shall be completed by the Lessee at the Lessee's sole expense.
- 11) Lessor shall not be responsible for providing any utility meters or other devices for the measurement of utilities supplied to the Premises. Lessee shall install or make application and arrange for the installation of all such meters or other devices and shall also procure, or cause to be procured, without cost to Lessor, any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes and other equipment and appliances required to supply any such service upon the Premises, and Lessee 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 Premises and supplied by Lessor, any public utility or authority or any other person, firm or corporation.

- 12) Lessee shall be solely responsible for obtaining at its sole cost and expense any stormwater discharge permits as may be required for its operations under this Lease. Lessee shall be required to comply with the Legal Requirements, including any and all land use control regulations promulgated by Lessor and any and all federal, state and local requirements and standards concerning stormwater discharges.

D. Removal of On-Site Improvements and Restoration of the Premises

No later than one-hundred eighty (180) days prior to the Termination Date of this Lease, the Lessee shall provide written notice to the Lessor of its intention to vacate the Premises.

Unless otherwise agreed by the Parties, upon the expiration or earlier termination of this Lease, Lessee shall meet with Lessor to review the condition of the Premises and the Improvements. After consultation with Lessee as to the removal of items of personal property and future plans for the Premises generally and if known, Lessor shall specify the Improvements to be removed by the Lessee, at the Lessee's sole expense. Said removal shall occur on a mutually convenient date, but in no event later than one-hundred and eighty (180) days after the expiration of the Term.

The Lessee shall provide the Lessor with forty-five (45) day written notice prior to proceeding with removal of the Improvements. Lessee and its selected general contractor shall be obligated to schedule and conduct a preconstruction meeting with the City of Concord's Engineering Services Division of the Community Development Department prior to undertaking construction or demolition activities associated with removal of the Improvements. Lessee shall leave the Premises in a safe, clean and neat condition.

In connection with such removal, Lessor shall continue to provide Lessee with access to the Premises without payment of further Rent or consideration during said one hundred eighty-day (180) period.

In the event the Parties agree in writing to allow any of the On-Site Improvements to remain at the Premises after the expiration or termination of this Lease, said improvements (if any) shall: (1) not be removed from the Premises within the foregoing one-hundred eighty (180) day period, (2) be deemed abandoned; and (3) shall become the sole property of Lessor.

The provisions of this Article D shall survive the Termination Date.

E. Lessor's Access/Inspection Rights

Lessor or Lessor's agents may, at mutually agreed and reasonable times and with reasonable prior notice to Lessee, (provided that prior notice shall not be required in case of emergency, when Lessor may enter the Premises immediately), enter the Premises to ensure compliance with the terms of this Lease, to take necessary actions to protect the Premises, to enforce the terms of this Lease, to perform any work or activities that are required of Lessor, to perform a governmental function, or for any other lawful purpose. Nothing herein shall imply any duty upon the part of

Lessor to do any such work and performance thereof by Lessor shall not constitute a waiver of Lessee's default in failing to perform the same.

F. Lessee's Maintenance of Improvements

Lessee shall be responsible for maintenance of all Improvements at the Premises, as well as Off-Site Improvements facilitating utility services or access thereto. Lessee's maintenance responsibilities expressly include, but are not limited to, lawn care, landscaping, snow and ice removal for parking areas, walkways, as well as automotive driveways located on the Premises and off-site to access the Premises as circumstances so warrant.

G. Signs

During the term of this Lease, Lessee shall have the right, at its own expense to erect and place appropriate informational or directional signs on the Premises, which shall be of a size, shape, and design, at a location or locations, approved by the Lessor and in conformance with the Legal Requirements, which include the Concord Zoning Ordinance and any other applicable law or policy. In addition, the placement of any signs shall be subject to the Lessor's approval, which shall not be unreasonably withheld. The Lessee shall remove, at its own expense, any signs erected on the Premises within ten (10) business days of the Termination Date and restore the Premises where the signs were located to its original condition as of the Effective Date, wear and tear excepted.

H. No Liens

Lessee shall not permit any lien, including mechanic's liens, to encumber the Premises. The Lessee further agrees to not incur, create, assume or suffer to exist any mortgage, pledge, lien, charge or other encumbrance of any nature whatsoever on the Premises or any Improvements.

I. Loss of Property

Lessee agrees that the Lessor shall not be liable for any loss, damage, or destruction to any property owned by the Lessee located within the Premises.

ARTICLE IV – DEFAULT AND TERMINATION

A. Default by Lessee

It shall be a default by Lessee if Lessee fails to perform or observe any term or condition contained in this Lease and such failure is not cured within thirty (30) days after written notice from Lessor, provided, however, that if such failure is of such a nature that Lessee cannot reasonably remedy

the same within such thirty (30) day period, no such failure will be deemed to exist if Lessee promptly commences to cure the default within such thirty (30) day period and prosecutes the same to completion with reasonable diligence (but in no event later than sixty (60) days from the date of the notice from Lessor unless otherwise agreed upon in writing).

At any time or from time to time after any such expiration or termination of a cure period provided above, and notwithstanding anything to the contrary in this Lease, Lessor shall have the right, but not the obligation, to re-enter and take complete possession of the Premises, to declare the Term of this Lease ended, and/or remove the Improvements and Lessee's other effects on the Premises at Lessee's cost, without prejudice to any remedies which might be otherwise be available to Lessor.

Upon default, Lessor shall be entitled to exercise any and all rights and remedies available under this Lease, and Lessor may, but shall not be obligated to, take any and all actions to cure Lessee's default, all at Lessee's cost and expense.

Lessee agrees to reimburse Lessor for all costs associated with the enforcement of this Lease, or any and all provisions therein, including but not limited to all legal and court costs and attorneys' fees. Without limiting any of Lessor's rights and remedies hereunder, and in addition to all other amounts Lessee is otherwise obligated to pay, it is expressly agreed that Lessor shall be entitled to recover from Lessee all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in enforcing this Lease from and after Lessee's default.

The provisions of this Article shall survive the expiration or earlier termination of this Lease.

B. Default by Lessor

It shall be a default by Lessor if Lessor (i) fails to perform any material term or condition under this Lease; or (ii) if any act or omission of Lessor, not expressly permitted under this Lease, directly or indirectly impacts, affects or impairs Lessee's ability to use the Premises, and such failure is not cured within thirty (30) days after written notice from Lessee, provided, however, that if such failure is of such a nature that Lessor cannot reasonably remedy the same within such thirty (30) day period, no such failure will be deemed to exist if Lessor promptly commences to cure the default within such thirty (30) day period and prosecutes the same to completion with reasonable diligence (but in no event later than sixty (60) days from the date of the notice from Lessor unless otherwise agreed upon in writing). In the event that Lessee terminates this Lease because of Lessor's default hereunder, Lessee shall have the right to pursue any and all remedies available to it under this Lease.

C. Termination by Lessee

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

- 1) Early Termination as outlined in Article II.B.
- 2) Lessor's default in the observance or performance of any other covenant, agreement, obligation or provision of this Lease, and such default continues beyond the cure period

outlined in Article IV.B.

- 3) Lessee's termination in accordance with Article IV, A.

D. Termination by Lessor

This Lease shall be subject to termination by Lessor in the event of any one or more of the following events:

- 1) Early Termination as outlined in Article II.B.
- 2) Default in the observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Lessee's part to be observed or performed, and such default shall continue beyond the cure period outlined in Article IV.A.
- 3) The Lessee files a voluntary petition or subject to an involuntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of the Lessee and such receivership is not vacated within thirty (30) days after the appointment of such receiver.
- 4) Lessor's termination of the Lease in accordance with Article IV, B.

ARTICLE V – WAIVER

The provisions of this Lease may be waived or modified only by instruments in writing executed by each of the Parties hereto. No waiver by any Party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or consent to any subsequent breach of the same or any other provision.

ARTICLE VI – ASSIGNMENT

Except as expressly provided herein, this Lease, or any part hereof, shall not be assigned, transferred or subleased by Lessee, by process or operation of law or in any other manner whatsoever, without the prior written consent of the Lessor, which shall not be unreasonably withheld.

ARTICLE VII – DISCLAIMER OF LIABILITY

The Lessor disclaims, and Lessee releases the Lessor from any and all liability, whether in contract or tort (including strict liability and negligence), for any loss, damage or injury to Premises. For the purpose of this Lease, this disclaimer is broadly construed because the Premises are offered in "as is" condition on the date of the Effective Date. The Parties further agree that under no circumstances shall the Lessor be liable for indirect, consequential, special or exemplary damages, whether in

contract or tort (including strict liability and negligence), including, but not limited to, loss of revenue or anticipated profits or other damage related to the leasing of the space under this Lease.

ARTICLE VIII – INDEMNIFICATION

Lessee shall defend, indemnify and save harmless the Lessor and its officials, agents, and employees (collectively, the “Indemnified Parties”) from any claims asserted by any third party for demands, claims, suits, damages, equitable remedies, statutory remedies, liabilities, costs, penalties, fees, interest, and expenses, including but not limited to reasonable attorneys’ fees, arising from or related to the Premises, activities undertaken at the Premises or arising from the Improvements by, or acts or omissions of, the Lessee, its employees, officers, agents, representatives, lessees, licensees, invitees and persons acting on Lessee’s behalf or for whom Lessee is responsible, with the exception of any claims or conditions caused by the negligence of Lessor or its agents, contractors or invitees. Defense counsel and any settlement must be approved by Lessor. In addition, Lessee shall defend, indemnify and hold harmless the Lessor for any costs, expenses and liabilities arising out of a claim, charge or determination that Lessee’s officers, employees, contractors, subcontractors or agents are employees of the Lessor, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship. The Lessee’s obligation to defend and indemnify Lessor shall survive the term of this Lease. Lessee must choose defense counsel acceptable to Lessor and obtain the Lessor’s consent to any proposed settlement.

Lessee shall require each of its contractors and subcontractors, to defend, indemnify and hold harmless Lessor, officers, agents and employees from and against all claims and demands, of third persons arising or alleged to arise out of the performance of work in connection with construction, repair or maintenance of the Improvements and any other improvements by Lessee or its contractors or subcontractors, including all expenses in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, arising from the acts or omissions of such contractors and subcontractors, excepting only claims and demands which result solely from the negligence of Lessor and its employees, officers, agents, contractors, and subcontractors.

ARTICLE IX – INSURANCE

A. Required Insurance

Lessee, and any of its contractors or subcontractors performing services on the Premises and the associated Improvements, shall maintain the following insurance, which names the Lessor as an additional insured on a primary and noncontributory basis with a waiver of subrogation, by endorsement, during the term of this Lease:

- 1) Commercial General Liability Insurance naming the Lessor as an additional insured, by written endorsement with a waiver of subrogation favoring the Lessor in an amount

not less than \$1,000,000 per incident or occurrence and \$2,000,000 in the aggregate.

- 2) Property loss and damage coverage for any structures included in the Premises, as well as any improvements, fixtures or alterations associated with same. The coverage shall provide full replacement cost value coverage, and Lessor shall be a named insured and loss payee. Lessee will pay all premiums and deductibles. Property coverage shall include all perils, including but not limited to explosions, fire, flood, wind, hurricane, earthquake, vandalism, terrorism, collapse, pollutant clean-up and removal, electrical surge, debris removal, all rebuilding and site preparation costs, extra expense, and business interruption, which names the Lessor as an additional insured on a primary and noncontributory basis with a waiver of subrogation, by endorsement.
- 3) Lessee hereby assumes the risk of loss or damage to all of the construction work for or relating to the Improvements and any other improvements prior to the completion thereof and arising out of or in connection with the performance of Lessee's construction work. Lessee shall obtain, or otherwise require its general contractor to provide Builder's Risk insurance to cover such risk of loss during the period of construction upon terms and conditions satisfactory to Lessor and designating Lessor as an additional insured/loss payee, as the same may be appropriate. Binders for Builder's Risk Insurance shall be submitted to Lessor for its review and approval prior to commencement of construction work.

Additionally, Lessee shall carry Worker's Compensation coverage as required under RSA 281-A covering all of Lessee's employees performing work at the Premises.

B. Acceptability of Insurers

All insurance shall be issued through valid and enforceable policies issued by insurers authorized to transact insurance business in the State of New Hampshire and having an A+ or better financial rating from a recognized insurance accreditation institution (such as A.M. Best Company).

C. Lessee's Indemnification of the City Not Limited by Insurance Requirements

Lessee's obligation to hold harmless and indemnify the Lessor shall not be limited by the requirement for, or existence of, insurance coverage.

D. Verification of Coverage

Before commencing work and services, Lessee shall provide to Timothy J. Thompson, AICP, Assistant Director of Community Development, at 41 Green Street, Concord, New Hampshire 03301, the original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance

requirements of Lessee. The Lessor reserves the right to request and receive a certified copy of all required insurance policies.

E. Right to Increase Limits

The Lessor, in its sole discretion and upon sixty (60) day written notice to Lessee, shall have the right to require Lessee to periodically increase minimum insurance requirements due to inflation or changes in best management practices concerning insurance requirements for municipal real estate leases.

F. Notice of Cancellation

Lessee shall provide the Lessor with written notice of any policy cancellation within two business days of their receipt of such notice.

ARTICLE XI – MAINTENANCE OF PREMISES

- A.** Lessee shall, at its sole cost and expense, keep the Premises and related Improvements in a safe, clean, orderly, well maintained and repaired, and aesthetically pleasing condition and shall not commit, or permit its agents, employees, representatives or invitees to commit waste to the Premises.
- B.** Lessor shall have no duty or liability to Lessee with respect to the maintenance or repair of the Premises or related Improvements.
- C.** If Lessee or its agents, employees, representatives or invitees damage the Premises, Lessee shall, at its sole cost and expense, promptly and in accordance with Legal Requirements repair and restore the Premises.
- D.** Lessee shall be responsible for the removal of all of its trash and waste from the Premises.
- E.** Lessor shall have no duty, obligation or liability to Lessee for the maintenance, repair and security of the Premises.

ARTICLE XII - IMMUNITY

Notwithstanding any provision of this Lease, nothing herein contained shall be deemed to constitute a waiver of the immunity of the Lessor, which immunity is hereby reserved to the Lessor. This covenant shall survive the termination of this Lease.

ARTICLE XIII - COMPLIANCE WITH LAW

The Lessee shall possess, use, operate, maintain, repair, and replace the Lessee's Improvements within the Premises in compliance with all Legal Requirements.

ARTICLE XIV – RENT

Lessee agrees to pay to Lessor Rent for the Premises in accordance with table titled "Table 1: Rent" included herein. Rent shall be paid annually as a single, lump sum payment to the Lessor. The initial year of Rent shall be due in full on the first of the month following the Effective Date. For example, if the effective date is October 10th, the first rental payment will be due on November 1st. Rent for each subsequent year will be due on the anniversary date of the first payment.

The Term of the Agreement shall be calculated based on the Effective Date not the rental payment date.

If the Lessee fails to make Rent payment in full by said date, a penalty fee shall be assessed after the fifteenth (15th) calendar day after the Rent payment is due at the rate of 1.5% per month (18% per annum) at the beginning of each month thereafter. In addition, should the Lessee fail to make said Rent payments in full, the Lessee shall automatically be deemed in default of this Lease, and the City may pursue its rights and remedies as set forth within this Lease. Rent expressly excludes utilities and insurance for the Premises. The Lessee shall be solely responsible for payment of utilities and insurance for the Premises directly from those vendors from which it purchases said items.

Rent for a given lease year shall be set forth in: "Table 1: Rent" included herein.

Table 1: Rent

Initial Ten-Year Term	
<u>Year</u>	<u>Rental Rate</u>
1	\$12,000
2	\$12,360
3	\$12,731
4	\$13,113
5	\$13,506
6	\$13,911
7	\$14,329
8	\$14,758
9	\$15,201
10	\$15,657

ARTICLE XV- TAXES

Rent expressly excludes personal property taxes, real estate taxes, assessments, or charges owed for the Premises.

Upon the Effective Date, Lessee shall have the responsibility to pay any personal property taxes, real estate taxes, assessments, or charges owed on the Premises which are the result of Lessee's use of the Premises and/or the installation, maintenance, and operation of the Lessee's Improvements,

including any increase in real estate taxes at the Premises which arises from the Lessee's Improvements and/or Lessee's use of the Premises. Pursuant to RSA 72:23, I(b), or other applicable law, the failure of the Lessee to pay the duly assessed personal and real estate taxes when due shall constitute default under this Lease and be cause for Lessor to terminate this Lease.

ARTICLE XVI – MORTGAGES

Lessee shall not have the right to engage in any financing or other transaction creating any mortgage upon the Premises.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

A. Entire Lease

This Lease, together with the attachments, constitutes the entire understanding between the Parties, and as of its effective date, supersedes all prior agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

B. Severability

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

C. Merrimack River Greenway Trail

Notwithstanding any language to the contrary, the Lessor expressly reserves to itself the right to design, construct and maintain a portion of the proposed Merrimack River Greenway Trail (MRGT) at the Premises. Should the Lessor decide to proceed with the construction of MRGT on the Premises during the term of the Lease, Lessor will make best efforts to minimize the impacts of the MRGT on the Lessee's operations, and to utilize the area conceptually located to the west side of the proposed parking area, as indicated on Exhibit B.

D. Notice

Any notice given by one Party to the other in connection with this Lease shall be in writing and shall be sent by certified or registered mail, return receipt requested, with postage and registration fees prepaid, or delivered by an internationally recognized overnight courier such as UPS or FedEx, to the address(es) set forth below.

1) If to Lessor, addressed to:

City Manager
City of Concord
41 Green Street
Concord, NH 03301

With a copy to:

City Solicitor
City of Concord
41 Green Street
Concord, NH 03301

2) If to Lessee, addressed to:

Concord Coach Lines, Inc
7 Langdon Avenue
Concord, NH 03301

With a copy to:

Ari Pollack, Esq.
GCG
214 N. Main St.
Concord, NH 03301

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or delivery confirmation. The Lessor or the Lessee shall immediately notify the other party of an address change under this Article and no later than thirty (30) days of such change.

E. Heading

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

F. Governing Law

This Lease is to be construed in accordance with the laws of the State of New Hampshire. Any disputes under this Lease shall be resolved within a court having subject matter and personal jurisdiction and located in Merrimack County, State of New Hampshire.

G. Amendment

This Lease may be amended only by an instrument in writing signed by the Parties hereto.

ARTICLE XVIII – AUTHORITY OF THE CITY

Authority for the issuance of this Lease Agreement was granted by an affirmative action of the City Council on _____.

DRAFT

ARTICLE XIX - EXECUTION

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

CITY OF CONCORD

By: _____
Thomas J. Aspell, Jr., City Manager

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the _____ day of _____, 2026 before me the undersigned officer, personally appeared Thomas J. Aspell, Jr., City Manager, of the City of Concord, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal

SEAL

Notary Public/Justice of the Peace

My commission expires: _____

CONCORD COACH LINES, INC

By: _____
Benjamin Blunt, President

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the _____ day of _____, 2026, before me the undersigned officer, personally appeared Benjamin Blunt, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal

Notary Public/Justice of the Peace

My commission expires: _____

SEAL



Location Plan

1"=400'

Source: VHB

11/25

Zoning Summary Chart

Zoning District:	Opportunity Corridor	
Overlay District:	Performance District	
Zoning Regulation Requirements	Required*	Provided
MINIMUM LOT FRONTAGE	110 Feet	Varies**
FRONT YARD SETBACK	15 Feet	N/A
SIDE YARD SETBACK	15 Feet	N/A
REAR YARD SETBACK	15 Feet	N/A
MAXIMUM LOT COVERAGE	85%	48%
MAXIMUM HEIGHT	45 Feet	N/A
MINIMUM LOT SIZE (TOTAL AREA)	-	N/A
MINIMUM LOT SIZE (BUILDABLE LAND)	-	N/A

* Zoning regulation requirements as specified in City of Concord Zoning Ordinance, Article 28-41, Districtal Standards.

** Frontage along Storrs Street is 1181 feet, along Higgins Road is 484 feet and along the Loudon Road EDW is 4134 feet. Higgins Road and Loudon Road are both an existing non-conformance.



0 30 60 120 Feet

Concord Coach -
Temporary Parking
Expansion

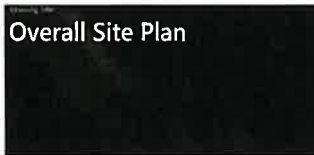
Storrs Street
Concord, NH 03301

No.	Description	Date	App'd

Designed by	TMD	Checked by	DHF
Drawn by		Date	

Site Plan Review November 18, 2025

Not Issued for Construction



Drawing Number



C2.00

Sheet 2 of 10

11/18/2025

Project Number

176455.00