



GLENN A. PERLOW
BANK COMMISSIONER

28A JAW
State of New Hampshire

Banking Department

53 Regional Drive, Suite 200
Concord, New Hampshire 03301

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March 7, 2013

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Executive Council
State House
Concord, New Hampshire 03301

*009 Agency Income
Bank Assessment*

Requested Action

1. Authorize the Banking Department to enter into a five (5) year renewal Lease Agreement in the amount not to exceed \$966,224 with Sennen Limited Partnership, c/o Altid Enterprises, LLC, Vendor #133789, of 285 Billerica Road, Suite 101, Chelmsford, MA for 10,980 square feet of office space located at 53 Regional Drive, Suite 200, Concord, NH; the lease rate will be fixed (no escalation) at \$17.50 per square foot for an annual cost of \$192,150 and includes provision of all services and utilities, other than telephone and data services. This agreement is effective for the period of June 1, 2013 through May 31, 2018.

Funding for this lease is available as follows, contingent upon availability and continued appropriations for fiscal years 2013 forward.

	FY '13	FY '14	FY '15	FY '16	FY '17	FY '18
Banking 02-72-72-720010-20460000-022-0248	\$6,725	\$80,703	\$80,703	\$80,703	\$80,703	\$73,978
Consumer Credit 02-72-72-720510-20430000-022-0248	\$9,287	\$111,447	\$111,447	\$111,447	\$111,447	\$102,160

Total Rental Cost: \$960,750

2. Authorize the Banking Department to make an additional one-time payment in an amount not to exceed \$5,474 to Sennen Limited Partnership for completion of certain interior improvements, this will be paid by the Department's two divisions from funds budgeted in its lease and rental line item. Payment will be made after receipt of Governor and Council approval and upon successful completion of the renovations.

Funding for this one-time FY 2013 payment is available as follows:

Banking 02-72-72-720010-20460000-022-0248	\$2,737
Consumer Credit 02-72-72-720510-20430000-022-0248	\$2,737

Total Contractual Cost: \$966,224.00

Explanation

1. The Banking Department is seeking approval to enter into a five (5) year renewal lease commencing on June 1, 2013 and ending on May 31, 2018 for providing approximately 10,980 square feet of office space located at 53 Regional Drive, Concord, NH. The rate for the renewal term has been reduced by approximately 10.2% resulting in a savings of \$21,960 annually when compared to the prior annual rent of \$214,110 (\$19.50 per SF), the renewal shall be at a fixed rate of \$192,150 annually (\$17.50 per SF) for each of the five years. This is a true "gross" lease, with the rent including the landlord's provision of heat, sewer & water, electricity, real estate taxes, insurance, snow plowing & removal, building & site maintenance, and janitorial services.

As required by Administrative Rule Adm. 610.06 "Public Notice," the Banking Department conducted a search for rental space by soliciting "letters of interest" for leased space in the greater Concord, NH area for a term of up to five (5) years, through the publication of a "Request for Proposal" in the Concord Monitor on June 29, 2012 and July 13, 2012; concurrently, the Department of Administrative Services Bureau of Planning and Management posted the RFP specifications on their website. The space search produced three (3) initial "Letters of Interest", and after DAS/BPM provided design-build plans and specifications for each proposed property the respondents subsequently submitted three (3) sets of lease proposals; the parties who submitted proposals and the analysis of the lowest cost proposal received from each follows:

- A. Altid Enterprises LLC: Offered renewal of the Banking Department's current 10,980 square foot space located at 53 Regional Drive, Concord, NH; upon the proposal due date four renewal options were proposed, the least costly was as outlined in "a" below and was the basis for award of contract, after award further negotiations provided additional cost savings as noted in "b".
 - a. Initial Offer: Five-year true "gross" renewal providing improvements and updates per Tenant Improvement Specifications, initial offer provided year one at \$191,601 (\$17.45 per SF) with escalation of approximately 1.4% annually thereafter resulting in \$202,581 (\$18.45 per SF) year five, with proposed total five year total rent \$985,455.
 - b. Final negotiated renewal lease: Five-year fixed rate \$17.50 per SF true "gross" which is \$192,150 annually and \$960,750 for the five year term; this includes provision of certain negotiated improvements (limited repainting plus maintenance upgrades). The cost of providing/constructing two new private offices was negotiated at \$5,474 payable as an additional one-time payment after inception of the term. The total project cost for the five-year term will be \$966,224; relocation costs estimated at \$60,000 are avoided.
- B. Bert Whittemore: Proposed 11,472 square feet of newly renovated space at 45 Chenell Drive, Concord, NH; upon the proposal due date four options were offered, the least costly was:
 - a. Five-year modified "gross" (janitorial not included) lease including provision of fit-up per the landlord's modified (alternate layout) plans and specifications, annual janitorial costs were estimated at an additional \$1.30 per SF (current State average cost) resulting in \$193,417.92 annual cost (\$16.86 per SF) year one through three, with escalation at year four to \$198,121.44 (\$17.27 per SF) resulting in a proposed total five-year cost (including janitorial) of \$976,496.64; to this an estimated \$60,000 cost of relocation was added resulting in \$1,036,498.64 total project cost.
- C. CP Management INC: Proposed 9,300 square feet of newly renovated space at 40 Terrill Park Drive, Concord, NH; upon the proposal due date four options were offered, the least costly was:
 - a. Five-year modified "gross" (janitorial not included) lease including provision of fit-up per the landlord's modified (alternate layout) plans and specifications, annual janitorial costs were estimated at an additional \$1.30 per SF (current State average cost) resulting in \$210,645 annual cost (\$21.35 per SF) year one which escalated 2.5% annually resulting in year five annual cost of \$231,291 (\$23.57 per SF); the resulting proposed total five-year cost (including janitorial) was \$1,104,096 to this an estimated \$60,000 cost of relocation was added resulting in \$1,164,096 total project cost.

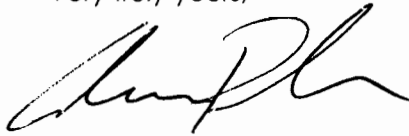
Altid Enterprises LLC offered the most attractive, least costly proposal when compared to the others including avoidance of an estimated \$60,000 cost of relocation, therefore the Altid renewal offer was selected for award.

2. The Banking Department also seeks approval to make an additional one-time payment of \$5,474 to the Landlord reimbursing the cost of constructing two offices within the current space. Payment will be made after inception of the renewal term and upon successful completion of the renovations specified in the agreement.

The Office of the Attorney General has reviewed and approved the lease, and it has also been reviewed and approved by the Governor's Commission on Disability.

We appreciate your thoughtful consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Glenn A. Perlow', written in a cursive style.

Glenn A. Perlow
Bank Commissioner

GAP/dma
Enclosures

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT
STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made this _____ day of _____ 2013, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:

Name: Sennen Limited Partnership
(individual or corporate name)

State of Incorporation: MA
(if applicable)

Business Address: c/o Altid Enterprises, LLC, 285 Billerica Rd., Ste 101, Chelmsford, MA 01824
Street Address (principal place of business)
Cambridge MA 02141 (928) 656-6302
City State Zip Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Director or Commissioner of:

Department Name: Banking Department

Address: 53 Regional Drive, Suite 201

Street Address (official location of Tenant's business office)

Concord NH 03301 (603) 271-3561
City State Zip Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 53 Regional Drive, Suite 201 (2nd flr.) and two 1st floor rooms
(street address, building name, floor on which the space is located, and unit/suite # of space)

Concord NH 03301
City State Zip

The demise of the premises consists of: 10,980 SF TTL: 1,171 SF on 1st floor, 9,809 on 2nd floor
(provide square footage of the leased space, attach floor plan as "Exhibit A")

Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

3. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Effective Date: The effective dates of Agreement shall be:

Commencing on the 1st day of June, in the year 2013, and ending on the 31st day of May, in the year 2018, unless sooner terminated in accordance with the Provisions hereof.

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of five (5) year(s) commencing on the 1st day of June, in the year 2013, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: [Signature]
Date: 2/15/13

3.3 Delay in Occupancy and Rental Payment Commencement: In the event of the Effective Date of the Agreement being prior to that which is set forth for Occupancy Term in 3.2. herein, commencement of the Tenant's occupancy of the Premises and payment of rent shall be delayed until construction and/or renovation of the Premises is complete and a copy of the "Certificate of Occupancy" (if said certificate is required by the local code enforcement official having jurisdiction) for the Premises has been delivered to the Tenant; the parties hereto agree this shall be upon the date set forth in 3.2 Occupancy Term herein. Upon this date the Tenant shall commence payment of rent in conformance with the terms and conditions herein and as set forth in the Schedule of Payments included and attached hereto as "Exhibit B". Notwithstanding the foregoing, commencement of occupancy and rental payments shall be further conditioned upon all other terms and conditions set forth in the Agreement herein.

A) "Completion" defined as "Substantial Completion": Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by both Parties that "complete" shall mean "substantially completed". "Substantial Completion" is defined as no leasehold improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operation. Notwithstanding the foregoing, nothing shall relieve the Landlord from their responsibility to fully complete all agreed renovations set forth or attached hereto as Exhibit D herein.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (number of options) N/A Additional term(s) of N/A year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 Conditions on the Commencement and Extension of Term: Deleted, see Exhibit E for replacement text
~~Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.~~

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date:
(insert month, date and year) June 1, 2013

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit B".

4.2 Taxes and other Assessments: The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

Landlord Initials

Date: 2/15/13

5. Conditional Obligation of the State:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. Utilities: *Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit E" herein.*

The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:

Exceptions: _____

OR:

The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:

Exceptions: The Tenant shall be solely responsible for arraigning the provision of and making direct payment to the Provider(s) of telephone and data services for the Premises

6.1 General Provisions: The Landlord agrees to furnish heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply.

6.2 Sewer and Water Services: The Landlord shall provide and maintain in good and proper working order all sewer and water services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer and water services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances.

Landlord Initials:
Date: 2/15/13

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

Conducting State of NH Banking Department business

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 Window Cleaning: The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

Standard provisions of 8.5 deleted; see Exhibit E for replacement text

~~**8.5 Snow Plowing and Removal:** The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.~~

Landlord Initials:

Date: 2/15/13

Standard provisions of 8.6 (A) hereby deleted; see Exhibit E for replacement text.

8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

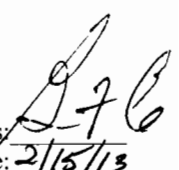
- ~~A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.~~
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

8.7 Site Maintenance: Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with the standards set forth by the State of New Hampshire NH "Clean Indoor Air" act (RSA 10:B) and in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials: 

Date: 2/15/13

Standard provisions of 8.8 C deleted; see Exhibit E for replacement text

~~C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.~~

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit C" hereto.

Janitorial Services shall be provided by the Landlord, as defined and specified in the schedule of services attached as Exhibit C hereto.

OR:

Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit C hereto.

8.12 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) calendar days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

Landlord Initials:

Date: *2/13/13*

Standard provisions of 9 deleted; see Exhibit E for replacement text. Subsections remain unaltered

9. **Manner of Work, Compliance with Laws and Regulations:** ~~All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:~~

~~All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent plans, specifications and schedules, which shall be attached to and made a part of the Agreement herein as Exhibit D.~~

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

9.2 **Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

9.3 **State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

9.4 **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.5 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

10. **New construction, Additions, Renovations or Improvements to the Premises:**

The following provisions shall be applicable to the Agreement herein if new construction, improvements or renovations are provided by the Landlord: The Tenant and Landlord have agreed that prior to Tenant occupancy and the commencement of rental payments the Landlord will complete certain new construction, additions, alterations, or improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein and in conformance with the Tenant's schematic and design intent specifications and plans set forth and/or attached hereto as Exhibit D. It shall be the Landlord's responsibility to provide any and all construction drawings and/or specifications, inclusive (if required for conformance with applicable permitting process) of provision of licensed architectural or engineering stamp(s), and abiding by all review and permitting processes required by the local code enforcement official having jurisdiction. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

Landlord Initials:

Date:

LFB
2/15/13

10.1 Provision of Work, etc.: Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.

A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit B "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.

10.2 Schedule for Completion: All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit B herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

11. Quiet Enjoyment: Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. Signs: Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.

Standard provisions of 14 deleted; see Exhibit E for replacement text.

14. **Assignment and Sublease:** ~~This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.~~

15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein

Landlord Initials:

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contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Standard provisions of 17.1 A hereby deleted; see Exhibit E for replacement text.

17. Fire, Damage and Eminent Domain: The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) ~~No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition;~~ and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

17.2 Tenant's Remedies: In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

17.3 Landlord's Right To Damages: The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

18. Event of Default; Termination by the Landlord and the Tenant:

18.1 Event of Default; Landlord's Termination: In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

18.2 Landlord's Default: Tenant's Remedies: In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.

18.3 Rights Hereunder: The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

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Standard provisions of section 19 hereby deleted; see Exhibit E for replacement text.

19. **Surrender of the Premises:** ~~In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.~~

20. Hazardous Substances:

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statues, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 Asbestos:

A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.

B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.


C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 Material Safety Data Sheets (MSDS)

A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.

B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials:

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21. Broker's Fees and Indemnification: The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. Notice: Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

23. Required Property Management and Contact Persons: During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 Property Management: Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: David F. Flynn

Title: Chief Operating Officer, Altid Enterprises, LLC

Address: 285 Billerica Road, Chelmsford, MA 01824 Phone: (978) 656-6302

Email Address: davidflynn@altidenterprisesllc.com

23.2 Tenant's Contact Person: Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

TENANT'S CONTACT PERSON:

Name: Dawn Allen

Title: Administrator, NH Banking Department

Address: 53 Regional Drive, Concord, NH 03301 Phone: (603) 271-3561

Email Address: dallen@banking.state.nh.us

24. Landlord's Relation to the State of New Hampshire: In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:

25.1 Compliance with Laws, etc: In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

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

25.2 Discrimination: During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

25.3 Funding Source: If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these

Landlord Initials: D.F.

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

26. Personnel:

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

27. Bankruptcy and Insolvency: If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

28. Miscellaneous:

28.1 Extent of Instrument, Choice of Laws, Amendment, etc.: This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

28.2 No Waiver or Breach: No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

28.3 Unenforceable Terms: If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

28.4 Meaning of "Landlord" and "Tenant": Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

28.5 Headings: The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

28.6 Entire Agreement: This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

28.7 No Waiver of Sovereign Immunity: No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

28.8 Third Parties: The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.

28.9 Special Provisions: The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit E attached and incorporated herein by reference.

28.10 Incompatible Use: The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

TENANT: The State of New Hampshire, acting through its' Department of Banking

Authorized by: (full name and title) [Signature]
Glenn A. Perlow, Bank Commissioner

LANDLORD: (full name of corporation, LLC or individual) Sensen Limited Partnership

By: Sensen, Inc. its General Partner

Authorized by: (full name and title) [Signature], Treasurer

Signature

Print: Barbara F. Carye, Treasurer
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE ~~STATE~~ COMMONWEALTH

OF: MASSACHUSETTS COUNTY OF: SUFFOLK

UPON THIS DATE (insert full date) February 15, 2013, appeared before

me (print full name of notary) GARY D. BUCHMAN the undersigned officer personally

appeared (insert Landlord's signature) Barbara F. Carye

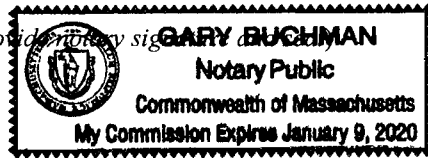
who acknowledged ~~him~~ herself to be (print officer's title, and the name of the corporation) TREASURER

and that as such

Officer, ^{she is} ~~they are~~ authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing ~~him~~ herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature)

Gary Buchman
My Commission Expires 1/9/2020



APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

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

Approval date: 3/20/13

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: BFC
Date: 2/15/13

The following Exhibits shall be included as part of this lease:

**EXHIBIT A
DEMISE OF TENANT PREMISES**

Part I Floor Plan of the Demised Premises: *insert or attach hereto an accurate architecturally drafted floor plan(s) of the Premises. Illustrate and/or note within the plans the extent of the premises designated for the Tenant's exclusive use, as well as any "shared" space(s) to which the Tenant shall have use and access, such as shared entrance lobbies, stairs, elevators and rest rooms. Floor plan(s) shall include depiction of the location of the Premises within the building to which it is a part, depiction of public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference, or reception spaces.*

The Tenants' Demised premises are comprised of a total 10,980 square feet of rental space located in a multi-tenant two-story building, this rental square footage includes the Tenants' proportionate share of common areas such as entrances, hallways, rest rooms, the elevator core and stairways.

1. The Tenant's 1st floor rental space is comprised of storage and break room areas which together measure approximately 1,053 square feet, the Landlords' rental square footage for this area, assigning proportionate share of common area, is 1,171 square feet. See Exhibit A 1st floor plan for layout of area.
2. The Tenant's 2nd floor rental space is comprised of office and conference areas which together measure approximately 8,824 square feet, the Landlords' rental square footage for this area, assigning proportionate share of common area, is 9,809 square feet. See Exhibit A 2nd floor plan for layout of area.

Part II Parking Layout: *attach hereto a site plan, sketch or detailed description of any parking areas designated for the use of the Tenant during the Term herein. Illustrate and/or note all parking spaces designated for the Tenant's exclusive use, or shared use in common with others, and/or spaces which may be used by the general public. Specify all parking spaces, access aisles and accessible paths of travel provided for conformance with barrier-free access requirements for the Premises and/or the building to which the Premises is a part.*

The Tenant and the Tenant's invitee's, clients and visitors shall have the right to shared use of all parking space areas serving the Premises are a part; such use shall be at no additional charge to the Tenant.

Landlord Initials:

Date: 2/15/13

Exhibit A 1st floor Demise of Tenant Premises

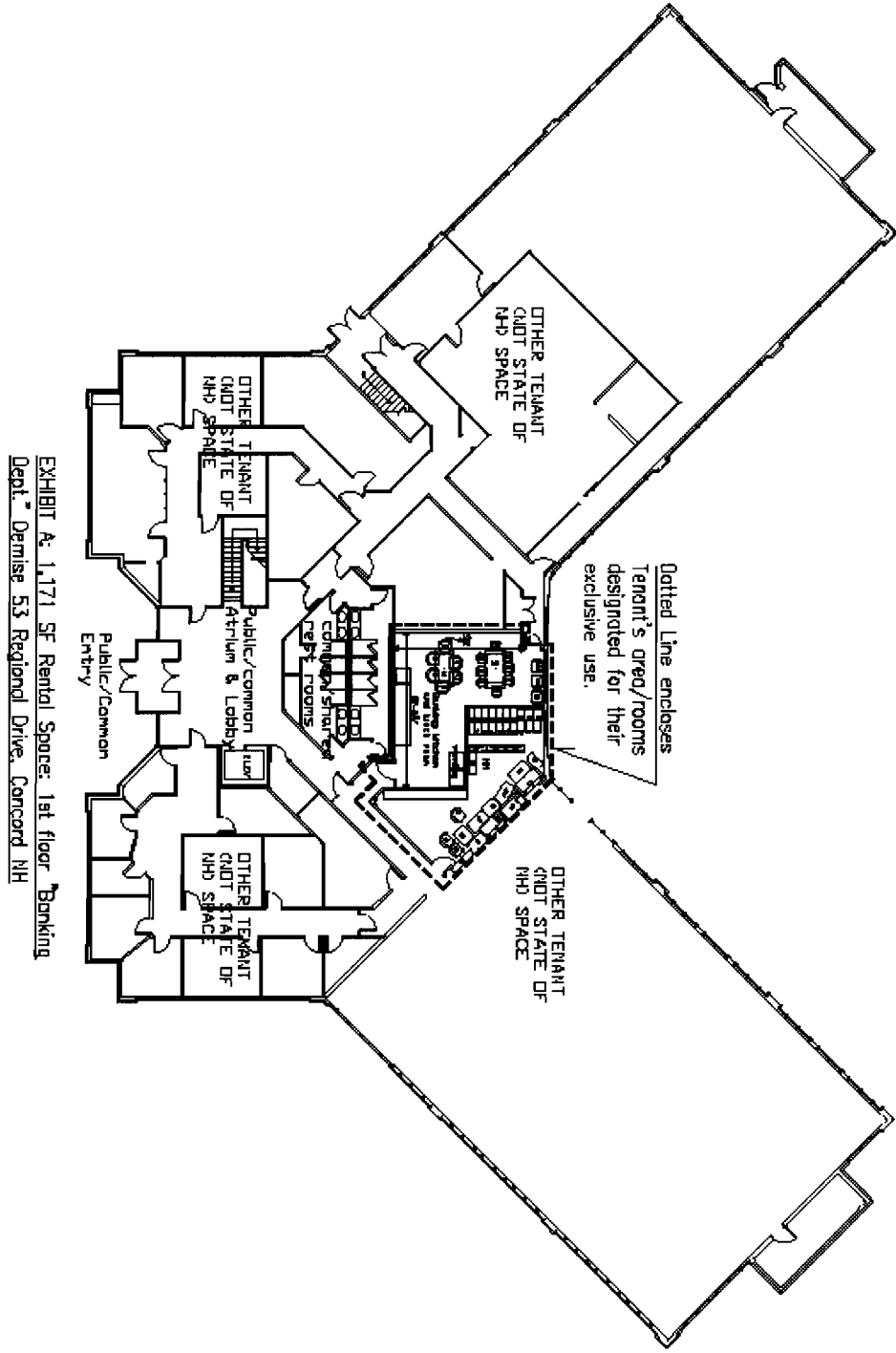
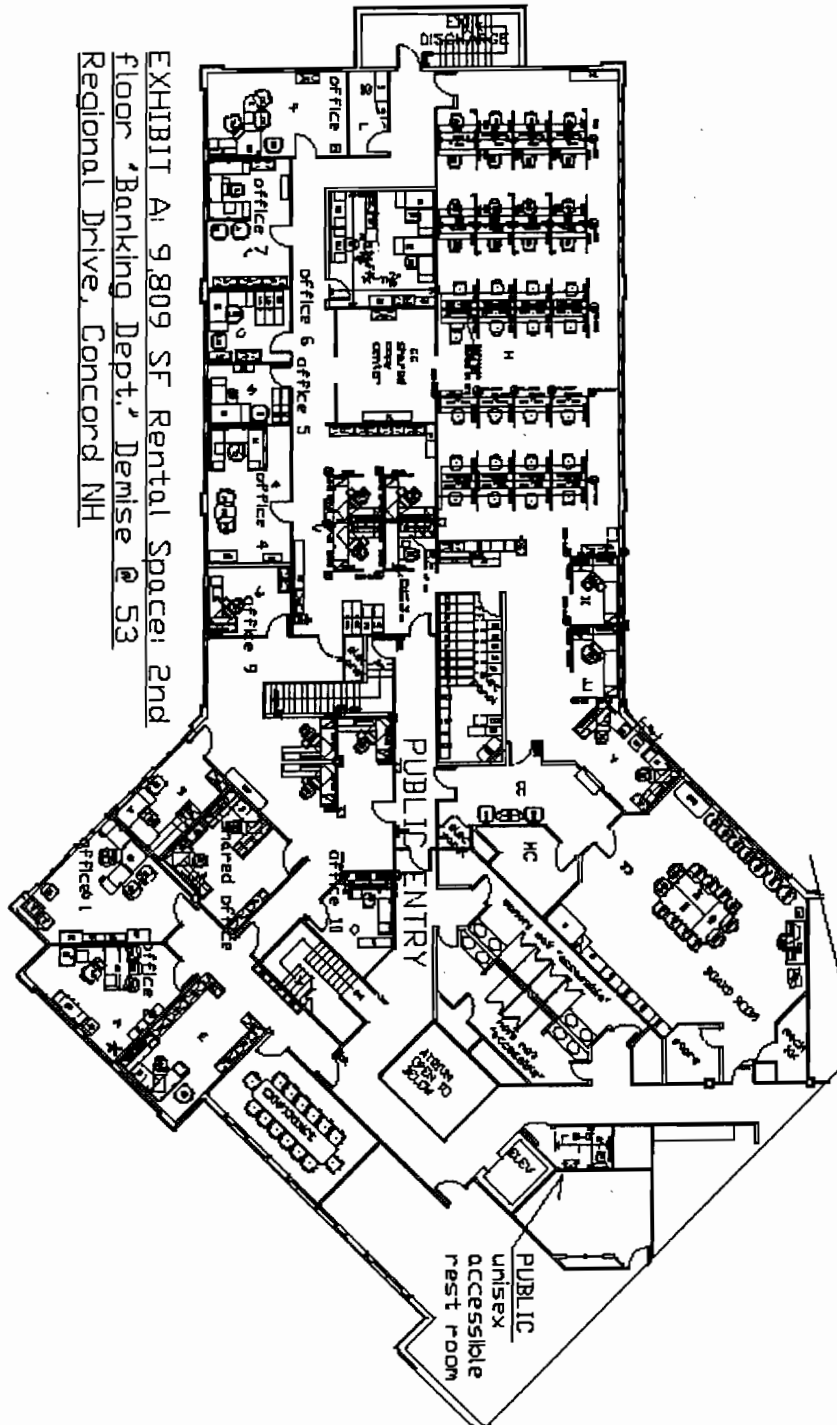


EXHIBIT A: 1,171 SF Rental Space: 1st floor Banking Dept. Demise 53 Regional Drive, Concord NH

Landlord Initials: *JJC*
Date: *2/15/13*

"Exhibit A 2nd floor Demise of Tenant Premises"

EXHIBIT A: 9,809 SF Rental Spaces: 2nd
 floor 'Banking Dept.' Demise @ 53
 Regional Drive, Concord NH



Landlord Initials: *SL*
 Date: *2/15/12*

**EXHIBIT B
SCHEDULE OF PAYMENTS**

Part I: Rental Schedule: *Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term.*

The rent due for the Tenant's 10,980 square foot Premises during the FIVE -YEAR Term shall be in accordance with the following rental schedule:

Rental Schedule:

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	Approx.% change per year
1	June 1, 2013 – May 31, 2014	\$17.50	\$16,012.50	\$192,150.00	- 10%
2	June 1, 2014 – May 31, 2015	\$17.50	\$16,012.50	\$192,150.00	0%
3	June 1, 2015 – May 31, 2016	\$17.50	\$16,012.50	\$192,150.00	0%
4	June 1, 2016 – May 31, 2017	\$17.50	\$16,012.50	\$192,150.00	0%
5	June 1, 2017 – May 31, 2018	\$17.50	\$16,012.50	\$192,150.00	0%
Total for five-year term:				\$960,750.00	

Part II: Additional Costs: *Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment.*

Tenant shall make an additional one-time payment not exceeding \$5,474.00 to the Landlord upon Landlords' completion of renovation and improvement work as partial reimbursement. Upon completion of work the Landlord shall send the Tenant an invoice for a one-time reimbursement payment which shall not exceed \$5,474.00 the Tenant shall remit payment for this sum or for the actual invoiced cost of providing the work if that sum is lower; in no instance shall Tenant's payment exceed \$5,474.00. Payment shall be made no later than thirty (30) days after Tenants' receipt of Landlords' invoice, no other additional payments shall be due or made under the terms of this Agreement.

Landlord Initials: 

Date: 2/15/13

EXHIBIT C

JANITORIAL SERVICES: *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

1. The Landlord shall assume responsibility for and pay for provision of all janitorial and related rubbish disposal services to the Premises during the Term herein. These services shall include, but not be limited to, the following:
 - a. Daily vacuuming of all floors
 - b. Daily damp mop cleaning of the resilient flooring in the rest rooms
 - c. Daily cleaning of all fixtures and surfaces within the rest rooms
 - d. Consistent and timely provision of all supplies within the rest rooms such as toilet paper and paper towels, and;
 - e. Daily disposal of all office rubbish from the wastebaskets and containers within the Tenants' demised Premises and within the rest rooms the Tenant shares in common with others.
2. The Landlord shall be responsible for the timely replacement of all expired light fixtures, lamps and/or ballasts throughout the Premises.
3. The Landlord shall be responsible for providing annual washing of both interior and exterior surfaces of all windows in the demised Premises.
4. The Landlord shall be further responsible for providing all maintenance to the Premises and the building and site to which it is a part as described in Section 8 of the Agreement herein.

Landlord Initials


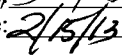
Date: 


EXHIBIT D

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements and Recycling

Part I Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference. *Specify in text and/or illustrate the manner in which all renovations recommended by the AB Committee will be provided at the Premises. Define which party, the Landlord or Tenant, shall be responsible for providing and funding said renovations and the time frame allowed for completion.*

No renovations or alternations for the purpose of providing improved barrier-free accesses are required therefore none shall be made.

Part II Certification from the State of New Hampshire Department of Environmental Services ("Environmental Services") stating the Premises comply with the requirements of State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by Chapter Env-A 2200 has either been obtained and a copy of said certification attached herein, or shall be obtained in accordance with the following:

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. No later than ten (10) calendar days after the "clean air" testing results are received by the Landlord they shall be submitted to "Environmental Services" in a manner which conforms to their requirements requesting their review and certification of compliance with "clean air" standards. *Specify which party – the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity. Specify the time frame to be allowed for providing remedy, and which party shall bear the subsequent cost of re-testing and repair which shall be required until such time a "certification of compliance" is issued.*

Not later than thirty (30) days after the inception of the term the Landlord (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" renewal tests (which are a less extensive and therefore less expensive set of testing criteria) as set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In accordance with Env-A2204.03 upon receipt of the testing results the Landlord shall provide a signed and notarized statement (conforming to required language in Env-Asso4.03) certifying the results, and send them along with the statement to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 requesting their review and official (final) certification of compliance. In the event any deficiencies are found the Landlord shall be solely responsible for providing remedy through repair and/or renovations. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs the Landlord shall conduct re-testing of any sections of the "clean air" test that initially failed to conform thereby proving remedy has been successfully completed.

Landlord Initials:

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Exhibit D: continued

Part III Improvements, Renovations or New Construction (“work”): In the instance the Agreement herein includes provisions for such “work” to be provided, the Tenant’s schematic and design intent specifications and plans depicting all “work” have been attached hereto and made part of the Agreement herein by reference.

1. The Landlord shall provide repairs, alterations and renovations (the “Work”) to the Premises as described in the “Tenant Improvement Specifications” attached to the contract herein, and as described in the attached floor plan titled Exhibit D Renovations to be provided”. The Landlord shall coordinate provision of the work with the Tenant in advance; the Tenant shall make all reasonable accommodations to accommodate the Landlords' proposed schedule in order to avoid causing Work performance during “premium time” such as “after hours”, weekends or holidays.
2. Completion: All Work shall be completed no later than six (6) months after commencement of the Term.
3. Payment for Work: The Tenant shall make a single one-time additional payment to the Landlord as partial reimbursement for the work; this payment will be in accordance with Exhibit B Part II of the Agreement herein.

Part IV Recycling: The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled “Recycling” which shall be made part of the Agreement by reference.

1. The Tenant shall recycle “waste products for which markets are available.” The following products are included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass). The Tenant shall provide quarterly detailed reports to the Department of Administrative Services Division of Plant and Property that identifies the type of waste or recycled waste products by type and quantity (weight).
2. The Landlord agrees to allow the Tenant to provide and install a recycled content collection dumpster in a location of the Landlords choosing on the site to which the Premises are a part. The Tenant shall be solely responsible for providing maintenance and collection services for this dumpster.

Landlord Initials:

Date:

ESQ
2/15/13

Exhibit D: continued

**State of New Hampshire
Banking Department
TENANT Improvement Specifications**

1. GENERAL PROVISIONS:

- 1.1. "Landlord" shall mean the contractual Landlord and/or their authorized designees.
- 1.2. "Tenant" shall mean the State of New Hampshire Banking Department or their authorized designees.
- 1.3. "Build-out Documents" consist of the RFP, Lease, Drawings, Specifications, and other documents attached to the Lease, all modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.
- 1.4. "Modification" shall be (1) a written amendment to the Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Tenant.
- 1.5. "Drawings" are Tenants' design build floor plans showing the Tenant's design intent, location and dimensions of the Work to be performed.
- 1.6. "Specifications" are that portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.
- 1.7. "ADA" is an acronym for the United States "Americans with Disabilities Act" as well as (in this context) a broad reference to and all codes, regulations and ordinances whether Federal, State, or Municipal, which regulate and provide for architecturally barrier-free access and design.

2. CORRELATION AND INTENT OF DOCUMENTS:

- 2.1. Intent: The intent of the Documents is to include all items necessary for the proper execution and completion of the Work. The Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.
- 2.2. Build-out Documents: shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.

3. CONSTRUCTION DOCUMENTS:

- 3.1. The Documentation herein specifies the Tenant's Design Intent, they are not however construction documents. It shall be the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any construction drawings and/or specifications which may be required by the building/code department or authority of the municipality to secure all required plan reviews, approvals and permits. Any alternations to the Documents that the building/code officials, architect or engineers deemed necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties.
 - 3.1.1. All construction drawings and plans shall be provided to the Tenant at a scale not less than 1'-0" = 1/8" and in *.dwg AutoCAD format, inclusive of as-built drawings as part of the project close out.
- 3.2. Submittal and construction drawing approval process: Landlord to provide electronic and/or hard copies of all construction documents, schedules, MSD sheets, tear sheet and plans as submittals to the Tenant prior to commencement of construction. All plans, specifications (including manufactures cut sheets) and finish schedules shall be approved and initialed by

Landlord Initials: 

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both the Landlord and Tenant prior to construction and shall be deemed as part of the lease document. and/or systems specified. When and if deviations are rejected by the Tenant the Landlord shall provide the specified product and/or system.

3.3. Design and Plans: The Tenant's design-build plans and specifications set forth herein shall be referenced by the Landlord and/or the Landlord's representative to provide the agreed improvements to the Premises. The Landlord and/or his agents shall exercise due diligence to provide the design intent described in all documents. The Tenant shall review any of the Landlord's proposed deviations from the floor plans, or specifications in advance, allowing such deviation only when such deviation complies with all program functions and all applicable building and safety codes. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the document. Submittals shall specify any deviations from the products and/or systems specified herein. If the Tenant rejects proposed alternates, the Landlord shall provide the specified product and/or system.

3.4. Permits and Testing: The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-1198 citations), the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Sta

3.4.1. Plans and schedules to be prepared by the Landlord and provided to the Tenant shall include, but are not limited to: Door, hardware and room finish schedules, floor plan, reflective ceiling plan, fire evacuation plan, electrical distribution, fire alarm, egress, lighting, and HVAC distribution plan.

4. GENERAL CONDITIONS:

4.1. Specifications - minimum requirements: The specification herein represent the Tenant's definition of minimum requirements, including manufacturers and models, of construction materials, including hardware and specialties. Equivalent alternates may be considered by the Tenant, however, the Tenant has the right of acceptance and/or rejection, such consideration by the Tenant shall not relieve the Landlord of the responsibility for deviations from the requirement of the construction documents.

4.2. Project Management: The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.

4.3. Shop Drawings: Shop drawings of any millwork, and product data sheets, samples and similar submittals shall be delivered to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the Documents herein prior to submission for Tenant review. The Tenant shall expedite all review, taking no more than 5 workdays to either accept, accept as noted, or reject submittals.

4.4. MSDS (Material Safety Data Sheets)

4.4.1. The Landlord shall submit MSDS for ANY and ALL materials introduced to the site via the construction process to Tenant. The delivery of the MSDS shall be made available to Tenant prior to the use of the products at the site. This will enable Tenant to review submittals for possible adverse health risks associated with the products.

4.4.2. At time of completion of work the Landlord shall provide the Tenant MSDS for all products incorporated into the Work.

Landlord Initials: 

Date: 2/15/13

4.5. Cutting and Patching: The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Cut existing construction using methods least likely to damage elements retained or adjoining construction. Patch with durable seams that are invisible as possible. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.

5. STANDARDS & SPECIALTIES

5.1. Materials and Finishes: With respect to the build-out of the interior space unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes when making improvements throughout the leasehold space. Use of "green" materials made of recycled content materials and/or made of materials which are readily recycled at end of useful life shall be preferred.

5.2. Suspended Ceiling Materials: Ceilings in areas not scheduled for renovation shall remain unaltered, however any damaged or stained ceiling tiles shall be replaced prior to completion of Work. All replacement ceiling tiles and/or grid shall match existing.

6. DRYWALL CONSTRUCTION

6.1. Standards: All gypsum board shall be standard 1/2" material, unless otherwise required by code. All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.

6.1.1. Metal Studs shall be used

6.1.2. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.

6.1.3. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs.

6.2. WALL TYPE: The Landlord shall consult and comply with the authority having jurisdiction for determination of all structural and fire ratings required for any and all gypsum wallboard construction. In addition to conforming with this requirement, provide the following:

6.2.1. Typical: interior Gypsum Wallboard Partition

6.2.1.1. All gypsum board partitions shall be full height and extend from floor to a minimum of 1'-0" above finished ceiling.

6.3. Areas of Work:

6.3.1. Two New Offices: Landlord shall provide two (2) new offices by enclosing two existing partially drywall enclosed work areas with new full height drywall partitions accessed by new doors, these areas are further described in the attached floor plan. The Landlord shall:

6.3.1.1. Furnish and install dust proofing and carpet protection prior to commencement of work

6.3.1.2. Existing carpet in the area of work will be retained and thoroughly vacuum and cleaned after completion of renovations.

6.3.1.3. Furnish and install approximately 34 lineal feet of new wall at approximately 10 feet tall,

6.3.1.4. Patch existing suspended acoustical ceiling grid and tiles with materials matching existing to accommodate new walls. Relocate and/or provide new Light fixtures, HVAC components and sprinkler heads if needed in order to accommodate new walls.

6.3.1.5. Provide and install two new solid core red oak doors in hollow metal frames matching existing doors and frames in the Premises, also providing new lever set style hardware (no lock sets required) matching existing

Landlord Initials: 

Date: 2/13/13

- 6.3.1.6. Lights switches: Provide two new light switches, one each in each office, located at the interior latch side of each of the two new doors
- 6.3.2. Provision of New "Maternal Care" (MC) Room: Landlord shall provide the Tenant with a new "Maternal Care" room by facilitating conversion of their current reception area storage room into a room for this use. The Landlord shall provide a new lockset on the storage room door, providing keyed access on the ingress side of the door and privacy lockset on the egress side of the door. See attached floor plan for location of the "Maternal Care" room.
- 6.3.3. Provision of expanded "Storage Room" located in conference area: Landlord shall provide the Tenant with an expanded storage room in this area; the room shall be configured as shown in the attached floor plan and provided with a storage room lockset.
7. Glazing (windows): All existing interior and exterior windows shall remain. Any defects in existing windows, window seals or sills shall be repaired.
8. Electrical:
- 8.1. Electrical Outlets at two (2) NEW Drywall Private Offices: Provide one (1) dedicated circuit with one quad outlet located adjacent to each intended desk or workstation, and one (1) common circuit with three (3) duplex outlets per office.
- 8.2. Maternal Care: Provide three 20 amp duplex outlets, one each at each of three (3) walls.
- 8.3. Future expansion at Data/Com Room: In the event Tenant wishes expand the number of servers in their data room in the future, the Landlord shall support such expansion by evaluating any additional electrical components and/or capacity required for such expansion, providing the estimated cost thereof to the Tenant. The cost of such work shall not be included within the lease herein.
9. Finishes:
- 9.1. Paint: For all new walls tape and sand all drywall seams, prime with at least one coat of paint, apply minimum two finish coats of paint. For all existing walls located within the area of work provide one coat of finish paint. Provide touch-up paint throughout the Premises in all areas showing wear or markings. All new paint shall match existing in finish type and color. The Landlord and Tenant shall coordinate scheduling of this work in order to allow performance during regular business hours.
- 9.2. Carpet: Existing carpet shall remain. All carpet in areas scheduled for work shall be protected from damage prior to commencement of work, upon completion the carpet shall be vacuumed and cleaned.
10. Window Treatments: Existing window treatments shall remain if they are currently provided and in good repair, the Landlord shall also provide and install new window treatments at all exterior windows which do not currently have operable/good repair window treatments. New Window Treatments shall match existing if they are located within the same viewing area/office, or they shall meet or exceed the following specifications:
- 10.1. Specifications: Manufacturer: Hunter-Douglas; Model: *Celebrity*; Type: 1" horizontal. Color(s) to be determined by the Tenant.
- 10.2. Optional/Alternate Specification: Fire Rated "Sheer Weave Style 3000", fiberglass vinyl coated fabric with average openness of no more than 14%. Roller Shade system with continuous loop beaded chain and Clutch operated roller system. Manufacturer: Phifer Wire Products Inc., Castec Shading Inc. or equal. Fabric color to be "Pearl White". Shades to extend the full height of all exterior windows, terminating at the windowsill. All shades to be mounted using manufactures recommended heavy duty mounting brackets depending upon review of field applications. All shades to have standard manufactures valance system to conceal mounting brackets.

Landlord Initials: *J.F.O.*

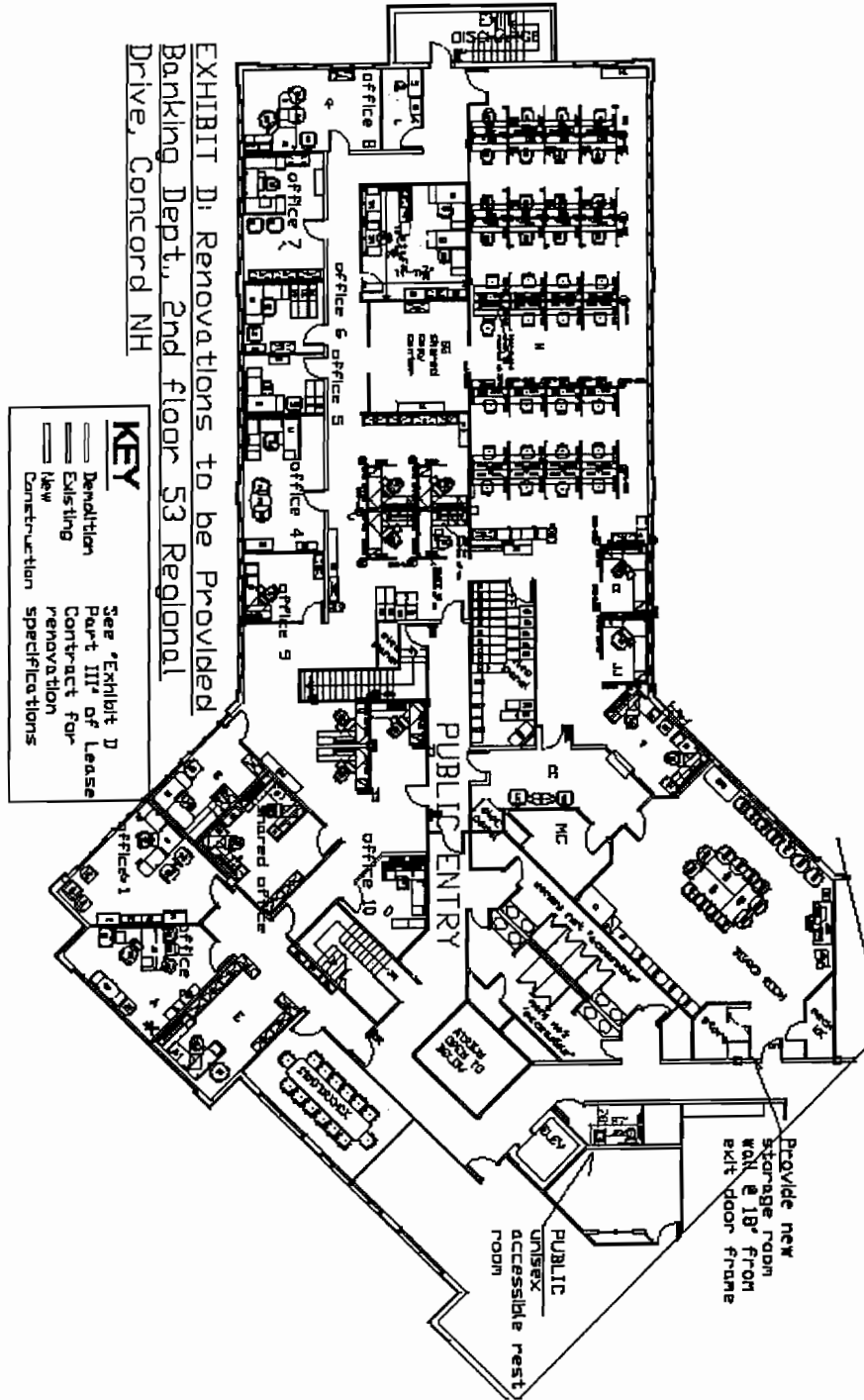
Date: *2/15/13*

11. Signs/Room Designation Signs: To be provided by Landlord with installation coordinated with the Tenant, each sign shall provide raised text with brailled characters below and shall include:

- 11.1. Qty two: Conference rooms
- 11.2. Qty one: Maternal Care
- 11.3. Data/Com
- 11.4. Rest Rooms

Landlord Initials:

Date: *JFC*
2/15/13



Landlord Initials: *DJC*
Date: *2/15/13*

**EXHIBIT E
SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference:

Special Provisions:

1. Public Disclosure: The Tenant has disclosed to the Landlord and the Landlord has acknowledged that in accordance with RSA 9-F:1 any information submitted as part of the proposal which preceded the Agreement herein, and the contents and attachments to the Agreement herein, will be made accessible to the public online via the State of New Hampshire website. Accordingly, the Landlords' business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV; the Landlord has been provided the opportunity to specifically identify any such information in a supplemental letter requesting the Tenant redaction specific information, which the Tenant shall redact prior to such disclosure provided such action is allowed under RSA 91-A:5, IV.
2. Tenants' Insurance: The Tenant is an agency of the State of New Hampshire, and as such is "self-insured"; a letter issued by the "State of New Hampshire, Department of Administrative Services, Risk Management Unit" has been attached hereto as proof of such self-insurance.

Modification of Standard Provisions:

Replace the standard text of section 3.5 "Conditions on the Commencement and Extension of Term" with the following:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of any Term, and any amendment or extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval is not given until after the date for commencement of the Term, the Term shall begin on the date of said approval. In the event that said approval request is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

A) *Notwithstanding the foregoing, The Tenant shall make best efforts to obtain Governor and Executive Council review of this lease no later than their scheduled meeting of May 1, 2013; no later than twenty-four hours after this meeting the Tenant shall inform Landlord as to whether the lease was reviewed, and if so if it was approved. In the event the Lease is not reviewed and approved by Governor and Executive Council by this date the Landlord reserves the right to terminate this lease, commence marketing of the Premises, and advise Tenant they will need to relocate.*

Replace the standard text of section 8.5 "Snow Plowing and Removal" with the following:

The Landlord shall make *reasonably timely and diligent* best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

Landlord Initials: 

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Replace the standard text of section 8.6 "Parking Lot Maintenance" subsection (A) as follows:

A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement, *if reasonably required.*

Replace the standard text of section 8.8 "Heating Ventilation and Air Conditioning (HVAC)", subsection "C" with the following:

C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date *it is anticipated* the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation (*provided by appliances such as fans*) or heat (*provided by appliances such as space heaters*) to reasonably accommodate the Tenant until the deficiency is remedied. *The Tenant recognizes that if provision of temporary air circulation or heat becomes necessary the indoor air temperature and humidity in the Premises may vary beyond the ranges set forth in 6.1 herein, therefore the Tenant waives Landlord's obligation to maintain temperature within these ranges during such event.*

Replace the standard text of section 9 "Manner of Work, Compliance with Laws and Regulations" with the following:

All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or ~~substantially~~ lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent plans, specifications and schedules, which shall be attached to and made a part of the Agreement herein as Exhibit D.

Replace the standard text of section 14 "Assignment and Sublease" with the following:

This lease shall not be assigned by the ~~Landlord or~~ Tenant without the prior written consent to the ~~Landlord or her~~, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

Landlord Initials:

Date: 
2/15/13

Replace the standard text of section 17 "Fire, Damage and Eminent Domain", subsection 17.1 "Landlord's Repair" with the following:

17.1 Landlord's Repair: In the event of damage to the Premises that can be repaired within ninety (90) days:

A) No later than ~~five (5)~~ *fifteen (15)* days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,

Replace the standard text of section 19 "Surrender of the Premises" with the following:

19. Surrender of the Premises: In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition. *The Tenant's obligation to observe or perform the covenants contained herein shall survive the expiration of termination of the lease.*

Landlord Initials: 

Date: 2/15/13



STATE OF NEW HAMPSHIRE
GOVERNOR'S COMMISSION
ON DISABILITY

Margaret S. Hassan, Governor
Paul Van Blarigan, Chairman
John W. Richards, MSW, MBA, Executive Director

57 Regional Drive
Concord, NH 03301-8518
Tele: (603) 271-2773 VM or TTY
Tele: 1 (800) 852-3405 VM or TTY
Fax: (603) 271-2837

January 15, 2013

To the Honorable Governor Margaret Hassan and Members of the Executive
Council

Requested Action

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: New Hampshire Banking Department
Location: 53 Regional Drive, Suite 201, Concord, NH 03301
Lessor: Sennen Limited Partnership, c/o Altid Enterprises, LLC, 17 Monsignor O'Brien
Highway, Cambridge, MA 02141
Term: June 1, 2013– May 31, 2018

The Architectural Barrier Free-Design Committee respectfully recommends that the subject **LEASE RENEWAL** of approximately 10,980 square feet of space be approved, with the following conditions.

No later than thirty (30) days after the commencement of the Term herein, the following improvements and renovations to the Premises. Any and all renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (Americans with Disabilities Act 2010 Standards for Accessible Design), the NH State Building Code (IEBC/2009, IBC/2009 as amended, ICC/ANSI A117.1/2003, as amended), the NH State Fire Code Saf-c 6000, and Title II of the Americans with Disabilities Act 2010 (ADAAG citations). When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.

Condition yet to be met

Text from our letter of recommendation, Dated January 15, 2008:

6. Install floor level signs on both sides of the elevator hoist-way door opening, centered at 60 inches above the floor that designates the floor with 2-inch minimum- height raised letters and Braille characters, in compliance with Exhibit D, Part III, ADAAG 4.10.5 and ANSI 407.2.3.

7. Per Exhibit D, Part III provide four (4) accessible parking spaces, each designated with complaint signs at the correct mounting height of 60 inches to the base of the sign and, as amended.

This recommendation is based upon the site-surveys completed by Administrative Services and by the Accessibility Specialist, and on the assurances of that agency's ADA Coordinator. The Accessibility Specialist cannot survey all state leased properties. However, as a safeguard for the state against ADA litigation, and to assure access for the state's people with disabilities, random surveys are performed.

Should future inspection by Administrative Services or the Architectural Barrier-Free Design Committee prove that areas of non-compliance exists, the agency should withhold rent until the landlord brings it into compliance, or should negotiate to remedy the non-complying areas.

Respectfully submitted and approved by the **Architectural Barrier-Free Design Committee**,

DAVID GLEASON

David Gleason, Chair

JLS 1-22-13



Linda M. Hodgdon
Commissioner
(603) 271-3201

STATE OF NEW HAMPSHIRE

Department of Administrative Services
RISK MANAGEMENT UNIT
State House Annex – Room 412
25 Capitol St.
Concord NH 03301

Catherine A. Keane
Administrator
(603) 271-3180

February 4, 2013

David Flynn
Chief Operating Officer
Altid Enterprises
285 Bellrica Rd. Suite 101
Chelmsford, MA 01824

Via email: davidflynn@altidenterprisesllc.com

Re: Agency: New Hampshire Banking Department
Landlord: Sennen Limited Partnership c/o Altid Enterprises 285 Bellrica Rd,
Suite 101, Chelmsford, MA 01824
Site: 53 Regional Drive, Concord, NH 03301
Term: June 1, 2013 – May 31, 2018

Dear Mr. Flynn,

This letter is in response to a request for insurance information related to the five year lease renewal for the NH Banking Department for 10,980sf of office space located at 53 Regional Drive in Concord, NH for the time period above.

The State of New Hampshire does not maintain liability insurance coverage for the general operations of the NH Banking Department. Instead, the State has elected to self-insure for this exposure. Any liability incurred by the NH Banking Department arising out of the lease of these premises would be handled as a general obligation of the State.

Sincerely,

Catherine A. Keane
Administrator of Risk & Benefits

cc: Mary Belec, DAS, Planning & Property Management, mary.belec@nh.gov
Dawn Allen, NH Banking Department, dallen@banking.state.nh.us
RMU file, ContactRMU@nh.gov

Fax: 603-271-7049

TDD Access: Relay NH 1-800-735-2964

ASSISTANT SECRETARY'S CERTIFICATE


March 21, 2013

I, Edward F. Carye, the Assistant Secretary of Sennen, Inc., the General Partner of Sennen Limited Partnership, a Massachusetts limited partnership, hereby certify that at a special meeting of the Board of Directors of said corporation duly held on February 5, 2013, the Board of Directors of said corporation duly adopted the following corporate vote:

VOTED: That the Treasurer of this corporation, acting singly, may sign, seal with the corporate seal, acknowledge and/or deliver in the name of and on behalf of this corporation, as General Partner of Sennen Limited Partnership, a Lease Agreement with The State of New Hampshire, acting by and through its Director or Commissioner of the New Hampshire Banking Department, as lessee, for space at 53 Regional Drive, Concord, New Hampshire, upon such terms and conditions as the Treasurer of the corporation on behalf of the corporation, in its capacity as General Partner of Sennen Limited Partnership, deems necessary, desirable or appropriate; and that the act of the Treasurer of this corporation in so signing, sealing with the corporate seal, acknowledging or delivering said Lease Agreement may be relied upon by persons dealing with this corporation as conclusive evidence of the authority of the Treasurer so to act.

I also certify that said vote has not been repealed or modified in any way and is still in full force and effect.

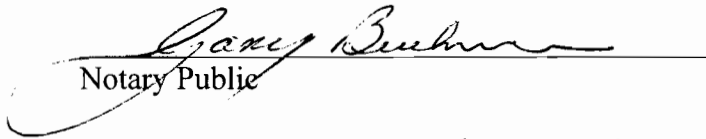
I further certify that on February 5, 2013, and continuously from said date to the date hereof, I was the duly elected President and Assistant Secretary of Sennen, Inc., the General Partner of Sennen Limited Partnership; and Barbara F. Carye was the duly elected Treasurer of Sennen, Inc., the General Partner of Sennen Limited Partnership.

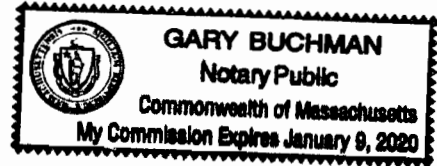

Edward F. Carye, Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS

Suffolk COUNTY

On this 21st day of March, 2013, before me, the undersigned notary public, personally appeared Edward F. Carye, proved to me through satisfactory evidence of identification, namely personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public



My commission expires January 9, 2020

**DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

FROM: Mary Belec, Administrator II
Department of Administrative Services
Bureau of Planning and Management

DATE: April 8, 2013

SUBJECT: Attached Lease;
Approval respectfully requested.

TO: Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

LESSEE: Banking Department, 53 Regional Drive, Concord NH 03301

LESSOR: Sennen Limited Partnership, c/o Altid Enterprises, LLC, 285 Billerica Road, Suite 101, Chelmsford MA 02141

DESCRIPTION: Lease Renewal: Approval of the enclosed will authorize the Banking Department to continue their lease of 10,980 square feet of space with offices located on the 2nd floor, storage and break room on the 1st, at 53 Regional Drive, Concord NH.

TERM: Five (5) years, commencing June 1, 2013 ending May 31, 2018
OPTIONS: No extension options

ANNUAL RENT: \$192,150 (\$17.50 per SF) annual fixed rate, a reduction of approx. 10.2% from previous \$214,110 (\$19.50 SF) annual rent, a savings of \$21,960 annually which is \$109,800 over the five year term
Total Five Year Rent: \$960,750

ONE-TIME COST: \$5,474 due to Landlord upon completion of two new private offices
JANITORIAL: cost included in annual rent
UTILITIES: cost included in annual rent

TOTAL COST: \$966,224; five years of (true gross) rent plus one-time improvement cost

PUBLIC NOTICE: Complied with all requirements, initial "letters of interest" and subsequent competitive proposals received from three vendors, upon evaluation renewal proposal selected due to lowest projected total cost, including avoidance of significant relocation costs. Further negotiations thereafter provided additional cost savings.


CLEAN AIR PROVISIONS: "Renewal" air testing to be provided

BARRIER-FREE DESIGN COMMITTEE: Renewal recommended.

OTHER: Approval of the enclosed is recommended

The enclosed contract complies with the State of NH Division of Plant and Property Rules
And has been reviewed & approved by the Department of Justice.

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Division of Plant and Property MGMT


Michael Connor, Director