



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

9 *DM*

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603) 271-3204

July 29, 2013

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

### REQUESTED ACTION

Authorize the Department of Administrative Services, pursuant to RSA 4:40, to enter into an amendment to the current contract with Concord Steam Corporation, 123 Pleasant Street, Concord, New Hampshire, originally approved by Governor and Council on August 11, 2010, item #17 to extend by an additional three (3) years the initial term of a three (3) year License for Use of Premises between the parties to operate the boiler plant located at the Governor Hugh J. Gallen State Office Park for a total additional amount not to exceed \$301,546.80. This agreement will extend the end date, upon Governor and Council approval, from August 31, 2013 to August 31, 2016. **100% License Fee Revenue (General Funds).**

License fees will be allocated to Account # 010-014-14-141210-0001-404014, Department of Administrative Services, Concord Steam Rent.

	<u>FY2014</u>	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>
Unrestricted Revenue	\$83,763	\$100,515.60	\$100,515.60	\$16,752.60

### EXPLANATION

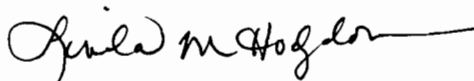
The existing License for Use of Premises (the "License") effectively serves as a three (3) year extension of a thirty (30) year lease of the boiler plant facilities (the "Premises") to Concord Steam Corporation (the "Licensee") which commenced in 1980 and expired August 31, 2010. The License was granted to allow the Licensee to continue operating the Premises for an additional three (3) years while constructing a new cogeneration plant at another location in Concord. The License commenced September 1, 2010 and expires August 31, 2013. The License was authorized by the Governor and Executive Council on August 11, 2010 as Agenda Item #17. The attached Amendment Agreement (the "Amendment") allows the Licensee to continue operating the Premises for another three (3) years beyond the expiration of the License, until August 31, 2016, while finalizing its transition to the new facility, the completion of which has been delayed. The Department has submitted the Amendment to the Long Range Capital Planning and Utilization Committee for approval at its meeting on August 6, 2013.

Under the terms of the Amendment: (1) the annual license fee will remain unchanged at \$100,515.60, to be payable in equal monthly installments of \$8,376.30; (2) the State will gain the unilateral right to terminate the license for any or no reason upon one hundred twenty (120) days advance written notice; (3) the Licensee will commission at its sole expense a full engineering study to determine any deficiencies with the smoke stack, fixed ladder, and platforms on the Premises, such

study to be completed no later than December 2, 2013; and (4) any such deficiencies so determined shall be repaired by the Licensee at its sole expense, such repairs to be completed no later than June 2, 2014.

The Department of Administrative Services requests the approval of this contract amendment.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", with a long horizontal flourish extending to the right.

Linda M. Hodgdon  
Commissioner

## AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, July 24, 2013 and is by and between the State of New Hampshire acting by and through the Department of Administrative Services, 120 Capitol Street, Concord, New Hampshire 03301, (hereinafter referred to as the "Licensor") and Concord Steam Corporation, a New Hampshire Corporation with a place of business at 123 Pleasant Street, Concord, New Hampshire 03301 (hereinafter referred to as the "Licensee").

Whereas, pursuant to a three-year License agreement (hereinafter called the "Agreement"), for the rental of the boiler plant located at the Governor Hugh Gallen Office Park which was first entered into on June 21, 2010, which was approved by the Governor and Executive Council on August 11, 2010, item #17, the Licensor agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of rental payments by the Licensee of certain sums as specified therein; and

Whereas, the Licensor and Licensee are agreeable to a holdover term to facilitate the Licensee's finalization of their transition to a new facility, and;

The Licensee will need up to thirty-six (36) months to finalize the transition to a new functional facility or should delays in the new facility continue, Licensee may resort to revamping the aging facility by improving the existing infrastructure, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Licensee to continue rental payments while continuing occupancy at the Premises and the Licensor is agreeable to providing such delay;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Licensor and Licensee hereby agree to amend the Agreement as follows:

### Amendment of Agreement:

**II. Term:** The expiration date of the current agreement, August 31, 2013 is hereby amended to terminate up to thirty-six (36) months thereafter, August 31, 2016. During the amended term the Licensor hereto may terminate this License for any reason upon serving one hundred and twenty (120) days prior written notice to the Licensee. During the amended Term the Parties hereto may enter into a New License", if such a License with the Licensee is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "New License", replaced by the terms and conditions of the authorized "New License".

**IV. Rent:** The current annual rental income of \$100,515.60 will remain the same for the term, which shall be prorated to a monthly rental payment of \$8,376.30, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable September 1, 2013 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1<sup>st</sup> day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$301,546.80.

Initials: FRB

Date: 7/11/13

In lieu of a 3% increase in rents due the Licensor, Licensee shall schedule a full engineering study to determine any deficiencies on the smoke stack, fixed ladder and platforms. The engineering study to be borne at the sole expense of the Licensee. The study shall be completed no later than December 2, 2013, with a copy of the results provided to Licensor at the time of receipt. Should the engineering study of the smoke stack, fixed ladder and platforms reveal any deficiencies, Licensee shall make the necessary repairs at the sole expense of the Licensee. All repairs to be completed by June 2, 2014.

**EFFECTIVE DATE OF THE AMENDMENT:** This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

**CONTINUANCE OF AGREEMENT:** Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials:   PAB    
Date:   7/11/13

**IN WITNESS WHEREOF**, the parties have hereunto set their hands;

**LICENSOR:** State of New Hampshire Department of Administrative Services

Date: 7/24/13

By Linda M. Hodgdon  
Linda M. Hodgdon, Commissioner

**LICENSEE:** Concord Steam Corporation

Date: 7/11/13

By Peter Bloomfield  
Peter Bloomfield, President

Acknowledgement: State of New Hampshire, County of Merrimack.  
On (date) 07-11-13, before the undersigned officer, personally appeared Peter Bloomfield, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Diane Burleigh

Commission expires: DIANE T. BURLEIGH, Notary Public  
My Commission Expires April 13, 2016 Seal:

Name and title of Notary Public or Justice of the Peace (please print):  
Diane Burleigh  
Customer Service

**Approval by New Hampshire Attorney General as to form, substance and execution:**

By: Mik Brown, Assistant Attorney General, on 7/30/13.

**Approval by the New Hampshire Governor and Executive Council:**

By: \_\_\_\_\_, on \_\_\_\_\_

LICENSOR'S FISCAL YEAR SCHEDULE OF RENTAL INCOME

<i>State Fiscal Year</i>	<i>Month</i>	<i>Monthly Rental Income</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>	
2014	9/1/2013	\$ 8,376.30			
	10/1/2013	\$ 8,376.30			
	11/1/2013	\$ 8,376.30			
	12/1/2013	\$ 8,376.30			
	1/1/2014	\$ 8,376.30			
	2/1/2014	\$ 8,376.30			
	3/1/2014	\$ 8,376.30			
	4/1/2014	\$ 8,376.30			
	5/1/2014	\$ 8,376.30			
	6/1/2014	\$ 8,376.30		\$ 83,763.00	
	2015	7/1/2014	\$ 8,376.30		
		8/1/2014	\$ 8,376.30	\$ 100,515.60	
9/1/2014		\$ 8,376.30			
10/1/2014		\$ 8,376.30			
11/1/2014		\$ 8,376.30			
12/1/2014		\$ 8,376.30			
1/1/2015		\$ 8,376.30			
2/1/2015		\$ 8,376.30			
3/1/2015		\$ 8,376.30			
4/1/2015		\$ 8,376.30			
5/1/2015		\$ 8,376.30			
6/1/2015		\$ 8,376.30		\$ 100,515.60	
2016	7/1/2015	\$ 8,376.30			
	8/1/2015	\$ 8,376.30	\$ 100,515.60		
	9/1/2015	\$ 8,376.30			
	10/1/2015	\$ 8,376.30			
	11/1/2015	\$ 8,376.30			
	12/1/2015	\$ 8,376.30			
	1/1/2016	\$ 8,376.30			
	2/1/2016	\$ 8,376.30			
	3/1/2016	\$ 8,376.30			
	4/1/2016	\$ 8,376.30			
	5/1/2016	\$ 8,376.30			
	6/1/2016	\$ 8,376.30		\$ 100,515.60	
2017	7/1/2016	\$ 8,376.30			
	8/1/2016	\$ 8,376.30	\$ 100,515.60	\$ 16,752.60	
Total Rental Income			\$ 301,546.80	\$ 301,546.80	

Initials: PAB  
 Date: 7/11/13

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD STEAM CORPORATION is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 27, 1938. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16<sup>th</sup> day of July, A.D. 2013


A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

CONCORD STEAM CORPORATION

SECRETARY'S CERTIFICATE

The undersigned Howard M. Moffett, Secretary of Concord Steam Corporation, a New Hampshire business corporation with a place of business at 123 Pleasant Street, Concord, New Hampshire, hereby certifies that Peter G. Bloomfield is the duly-elected President of the Corporation, having been elected by the Corporation's directors effective February 13, 2013, and that in that capacity he is fully authorized to execute, on behalf of the Corporation, the attached Amendment to a June 21, 2010 License agreement with the New Hampshire Department of Administrative Services for the use of a boiler plant at the Governor Hugh Gallen Office Park in Concord, New Hampshire.

  
Howard M. Moffett

Dated: July 12, 2013





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/31/2013

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

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

<b>PRODUCER</b> <b>THE ROWLEY AGENCY INC.</b> 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Rhonda Noble <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>FAX (A/C, No):</b> (603) 224-8012 <b>E-MAIL ADDRESS:</b> rnoble@rowleyagency.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> <b>Concord Steam Corp.</b> P O Box 2520 Concord NH 03302-2520	<b>INSURER A:</b> Chubb Insurance <b>38989</b>	
	<b>INSURER B:</b> Arbella Insurance Group	
	<b>INSURER C:</b> CompSigma	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 13/14	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			37101352D TO	5/20/2013	5/20/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	<b>AUTOMOBILE LIABILITY</b>			1020020254	5/20/2013	5/20/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		79677031	5/20/2013	5/20/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			3A STATES: NH NO EXCLUDED OFFICERS WC0112969	1/1/2013	1/1/2014	WC STATUTORY LIMITS      OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Covering operations of the insured during the policy period.**

<b>CERTIFICATE HOLDER</b>  State of NH Department of General Services 25 Capital Street Room 102 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Rhonda Noble/RLN <i>Rhonda L. Noble</i>

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

#17

Aug 11, 2010

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

JOSEPH B. BOU  
Assistant Comm  
(603) 271-3

July 21, 2010

His Excellency, Governor John H. Lynch  
and Honorable Council  
State House  
Concord, NH 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services, to enter into a three (3) year License for Use Agreement for the rental of the boiler plant located at the Governor Hugh Gallen Office Park to Concord Steam Corporation, Concord NH, for an amount not to exceed \$301,546.80. This agreement will commence on September 1, 2010 and end on August 31, 2013.

Revenue will be deposited in the General Fund account as follows:

00000014-404014				
Concord Steam Rent	<u>SFY11</u>	<u>SFY12</u>	<u>SFY13</u>	<u>SFY14</u>
	\$83,763.00	\$100,515.60	\$100,515.60	\$16,752.60

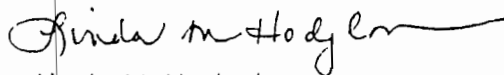
## EXPLANATION

The boiler plant located at the Governor Hugh Gallen Office Park is owned by the state and originally provided steam and power for the entire campus. In 1980, the State of New Hampshire entered a thirty (30) year lease with Concord Steam Corporation to utilize the boiler plant to provide steam to the campus and also several other customers located throughout central and downtown area of Concord. The initial lease is scheduled to terminate on August 31, 2010.

Concord Steam is planning to build a new cogeneration plant at another location in Concord and they have requested a three year agreement to continue operations while they construct a new plant.

The rental income for the three (3) year term shall be \$301,546.80. The Office of the Attorney General has reviewed and approved this License for Use Agreement.

Respectfully Submitted,



Linda M. Hodgdon,  
Commissioner

## LICENSE FOR USE OF PREMISES

THIS AGREEMENT, made this 21st day of June, 2010 by and between the State of New Hampshire, Department of Administrative Services, 120 Capitol Street, Concord, New Hampshire 03301, hereinafter referred to the "Licensor" and Concord Steam Corporation, a New Hampshire Corporation with a place of business at 123 Pleasant Street, Concord, New Hampshire, hereinafter referred to as the "Licensee".

Whereas:

I. Description.

The Licensor, representing and warranting itself to be the owner of the premises herein described, for and in consideration of the rent to be paid, of the rights reserved and of the covenants and agreements hereinafter set forth to be kept, performed and observed by the Licensee, has and does hereby let and license unto Licensee with license to operate the premises described on EXHIBIT A hereto (hereinafter referred to as "the Premises").

II. Term.

The premises are licensed to the Licensee subject to all of the terms, covenants, and conditions contained herein for a term of three (3) years, commencing on September 1, 2010 and to terminate three years thereafter on August 31, 2013. It is understood and agreed by the parties hereto that this Agreement and the commencement of the term is conditioned upon approval being granted by the Governor and Executive Council. In the event that the execution of the Agreement shall not be so approved, then this Agreement shall there upon immediately terminate and all obligations hereunder of the parties hereto shall cease.

III. Licensee's Acceptance of License and Property.

In consideration of the licensing of the premises and of the rights hereby granted to it, the Licensee does hereby accept this license under the terms and conditions as herein provided. Neither the Licensor nor its agents have made any representation with respect to the premises except as set forth herein and no rights, easements, or licenses are acquired by Licensee by implication or otherwise except as expressly set forth in this license.

The parties agree that as at the date of this agreement, the premises consist of the property and equipment as indicated in Exhibits A and A-1. Except as to representation, warranties and covenants expressly set forth in this license by Licensor, Licensee accepts the premises in its present state and without any other representation, covenant or warranty by the Licensor as to the condition of the premises or as to the use which may be made therefore.

Initials: RB  
Date: 7/2/10

Licensee is obligated to and will procure fire and extended coverage insurance and boiler insurance on the premises as required by paragraph V.D.1 herein. The parties agree that the survey done by the insurance underwriters in connection with procuring such insurance initially will be one basis for determining the condition of the premises. The surveys performed from time to time by the insurance underwriters shall be one basis for determining Licensee's compliance with this license relative to Licensee's obligation to maintain and repair the premises.

IV. Rent.

The Licensee does hereby agree and covenant to pay the Licensor during said term as rental for the premises, the yearly rent of One Hundred Thousand Five Hundred Fifteen Dollars and Sixty Cents (\$100,515.60) payable in equal monthly installments of Eight Thousand Three Hundred Seventy Six Dollars and 30 cents (\$8,376.30) each, in advance from September 1, 2010 to August 31, 2013, to Licensor at the address specified in paragraph XXIII of this license unless and until otherwise directed by Licensor.

V. Other Rent Payments by Licensee.

The Licensee agrees to pay, as rent, in addition to the rent specified in paragraph IV above, the following:

A. Taxes and Assessments.

1. The Licensee shall pay and discharge any and all properly assessed real and personal property taxes, and charges and governmental impositions, duties and charges of like kind and nature, no later than the due date, which shall or may during the term of this license be charged, laid, levied or imposed upon or become a lien or liens upon the premises or any part thereof or any improvements thereto, or which may become due and payable with respect thereto, and any and all taxes charged, laid or levied in addition to the foregoing under or by virtue of any present or future laws, rules, requirements, orders, directions, ordinances or regulations of the United States of America, or of the state, county or city government, or of any other municipal government or lawful authority whatsoever.

Failure of the Licensee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said license or agreement by the Licensor as provide in RSA 72:23, I.

2. The Licensee shall have the right to contest or review (in the name of the Licensee, or of the Licensor, or both, as the Licensee shall elect) by appropriate proceedings (which, if instituted, shall be conducted promptly at the Licensee's own expense free of all expenses to the Licensor), any tax, charge or other governmental imposition aforementioned upon

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Date: 7/21/10

condition that before instituting any such proceeding the Licensee shall pay (under protest) such tax, charge or other governmental imposition aforementioned on or before the date that any interest or penalties commence. If required, the Licensee shall prepare for the signature of Licensor and the Licensor shall timely file any annual inventory required by Chapter 74 of the Revised Statutes Annotated of New Hampshire.

B. Utilities.

The Licensee shall provide, and shall pay when due, all charges for water, gas, sewer, heat, telephone and any other utility services supplied to the premises.

C. Builder's Risk Insurance.

During any period or periods of construction by the Licensee of any improvements on the premises the construction of which is of a type as to which builder's risk insurance is applicable, the Licensee shall obtain and maintain in effect standard builder's risk insurance written on a completed value basis, including extended coverage and coverage for malicious mischief and vandalism, and utilizing a maximum value at date of completion not less than the greater of (1) the aggregate contract price or prices for construction of such facilities or (2) the amount which may be required by a mortgage which is financing such construction. Such insurance shall be obtained from an insurance company authorized to do business in New Hampshire and acceptable to the Licensor, and there shall be furnished to the Licensor a certificate of such insurance which shall not be cancelled without at least thirty (30) days' written notice to the Licensor. If such construction by the Licensee is of a type to which builder's risk insurance is not applicable, the Licensee shall provide the necessary additional coverage under the policies referred to in Section V.D. hereof.

D. Fire and Extended Coverage Insurance.

1. The Licensee shall procure and continue in force during the term hereof fire and extended coverage insurance, including malicious mischief and vandalism, and boiler insurance upon all facilities, fixtures, machinery, equipment and other appurtenances constructed, erected or installed on the premises on a full value, repair or replacement basis.

The policy or policies evidencing such insurance shall provide that loss, if any, payable thereunder shall be payable to the Licensor and/or the Licensee as their respective interests may appear, and such policies or evidence of the existence thereof satisfactory to Licensor, together with evidence of payment of the premiums thereon, shall be delivered to the Licensor. All such policies shall be taken in such responsible companies authorized to do business in New Hampshire as the Licensor shall approve and shall be in form satisfactory to the Licensor.

Initials: FR  
Date: 7/21/10

Upon receipt of a copy of notice of cancellation of any insurance, which is the responsibility of the Licensee hereunder, the Licensor may pay the premiums necessary to reinstate the same. The amount so paid shall constitute additional rent payable by the Licensee at the next rental payment date. Payment of premiums by the Licensor shall not be deemed a waiver or relicense by the Licensor of the default by the Licensee in failing to pay the same or of any action, which the Licensor may take hereunder as a result of such default. The Licensee shall not violate, nor permit, any person, firm, association, or corporation to violate any of the terms, conditions and provisions of such policies. In the event of loss, the Licensor may initiate action to effect a settlement with the insurer, and in such event the Licensee shall cooperate with the Licensor in connection with the processing and collection of claims, and shall execute and deliver to the Licensor such proofs of loss, of the Licensee, execute and deliver any such instrument, and the Licensee hereby nominates and appoints the Licensor the proper and legal attorney-in-fact of the Licensee for such purpose, hereby ratifying all that the Licensor may lawfully do as such attorney-in-fact. To the extent damage to the premises or its contents is covered by insurance, insurance proceeds shall be first applied toward restoring the premises at the minimum to its condition immediately prior to the damage and replacing or repairing its contents.

2. To the extent permitted without prejudice to any rights of the Licensee under the applicable insurance policy or policies, the Licensor shall be held free and harmless from liability for loss or damage to personal property of the Licensee in the premises by fire, extended coverage perils, sprinkler leakage, vandalism and malicious mischief if and to the extent actually insured against, whether or not such loss or damage be the result of the negligence of the Licensor, its employees or agents.

E. Liability Insurance.

During the Term and any extension thereof, the Licensee shall at its 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 two million (\$2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000) per occurrence and not less than four million (\$4,000,000) general aggregate.. The policies described herein shall

Initials: PS  
Date: 7/21/20

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 Licensor no less than ten (10) days prior written notice of cancellation or modification of the policy. The Licensee shall deposit with the Licensor 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 Licensee shall furnish the Licensor 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.

F. Workers Compensation Insurance: To the extent the Licensee is subject to the requirements of NH RSA chapter 281-A, Licensee 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 Licensee shall furnish the Licensor 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 Licensor shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Licensee, or any subcontractor of the Licensee, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement

G. Repairs by Licensee

1. The Licensee shall, at its cost and expense, maintain both the exterior and the interior of the premises including the roof, heating system, all structural components and all mechanical and non-mechanical installations, the fixtures and equipment located in the premises and all surfaced roadways, walks, loading, unloading and parking areas which are part of the premises, in as good condition and repair as at the commencement of this agreement, wear and tear not excepted; shall keep free from obstructions or encumbrances all surfaced roadways, walks, loading, unloading and parking areas which are part of the premises; shall keep clear of dirt, snow and ice all such roadways, walks and areas (see Exhibit A-1 as delineated); shall remove snow and ice from the roof of the premises when necessary; shall promptly clean up and remove all debris, refuse, garbage, dribble or other waste products associated with the operation of the plant, to assure the absence of any health hazard, or

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noxious odors associated with the same; and shall keep the exterior of the premises clean and neat, including mowing of grass, raking of leaves and trimming of hedges or shrubbery as needed; shall promptly make any repairs and/or improvements lawfully required by any public authority as a result of changes in statutes or regulations which become effective subsequent to the beginning of the term of this license; and at the expiration of this license or earlier termination hereof for any cause herein provided for shall deliver up the premises, to the Licensor in as good condition and state of repair as when delivered to Licensee, taking by eminent domain, and damage due to fire or other casualty fully insured against excepted.

2. The Licensee's responsibility for maintenance and repair of the premises including all fixtures, equipment, and improvements shall be comprehensive and total; shall not be necessarily limited to those specific responsibilities enumerated above in this paragraph; and shall not exclude responsibility for repair or replacement necessitates by defective design or construction of the facilities whether constructed, erected or installed on the premises by the Licensor, the Licensee or otherwise.

Upon termination of this Agreement, Licensee to ensure that the plant and all inventory remain in good working condition and the plant is providing the same output and service as demonstrated prior to the termination of the License.

3. The Licensor shall have no responsibility for any maintenance or repair of the premises. Despite this, however, Licensor will attempt to make available for Licensee any unexpired warranty or other claims it may have against any third party or parties with respect to claimed defects in any fixtures or equipment or other portion of the premises.

4. Licensee shall be responsible for the smoke stack. Licensee shall comply with all applicable codes, regulations, ordinances, and safety requirements for the smoke stack. Licensee shall be responsible to inspect, maintain, and repair the smoke stack and attachments as necessary. Smoke stack inspections shall be performed at a minimum of once per year in the month of September and a copy of the inspection report shall be provided to the Licensor within thirty days of completing these annual inspections. Each inspection report shall include a record of any deficiencies found and corrective action required. Licensee shall provide Licensor with verification that repair, or correction of deficiencies has been accomplished.

5. Licensee shall be responsible for the smoke stack fixed ladder and platforms. Licensee shall comply with all applicable codes, regulations, ordinances and safety requirements for the smoke stack fixed ladder and platforms, including but not limited to:

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ANSI A14.3-1984, 29CFR1926. 1053(a), 29CFR1926.1060. Licensee shall be responsible to inspect, maintain, and repair or replace fixed ladder and platform components and attachments as necessary. Ladder and platform inspections shall be performed at a minimum of once per year in the month of September and a copy of the inspection report shall be provided to the Licensor within thirty days of completing these inspections. Each quarterly inspection report shall include a record of any deficiencies found and corrective action required. Deficiencies shall include, but not be limited to: loose, worn and damaged rungs or side rails; damaged or corroded cages; corroded guards, bolts and/or rivet heads; damaged or corroded handrails and brackets; broken or loose anchors; loose or damaged carrier rails; slippery surfaces from oil or ice; obstructions at base or platforms. Licensee shall provide Licensor with verification that repair, replacement and/or correction of deficiencies has been accomplished.

VI. Improvements by Licensee

The Licensee shall have full power and right at its own expense, at any time during the term of this license, provided it is not then in default in the performance of any of its obligations hereunder, to modify the boilers and related plant and equipment on the premises to convert the existing boilers from oil-fired to waste-fired; to connect the steam plant on the premises with the district system owned and operated by Licensee, in its present configuration or as expanded in the future; to install additional boilers; to expand the base load, standby and emergency capacity of the steam plant on the premises, provided that if said expansion involves improvements, renovations, or deletions to equipment of Licensor, Licensee shall obtain Licensor's prior approval, which approval shall not be reasonably withheld; to store reasonable quantities of fuel, including petroleum, coal, wood waste and refuse derived fuel on the premises, but not the rubbish or refuse-carrying trucks themselves, and only so long as Licensee complies with all public health and safety requirements in connection with such storage; and to make such other improvements as may be reasonably necessary or desirable in connection with Licensee's steam plant operation.

All alterations, additions, and improvements to the premises shall, at the termination of this license, be and remain in said premises and belong to the Licensor as a further consideration for this license. All alterations being the property of Licensor and cannot be removed, however, may be purchased by Licensee at a negotiated process, agreeable to both parties.

VII. Reservation of Certain Rights to the Premises by Licensor.

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Licensor hereby reserves and Licensee hereby accepts the reservation by Licensor for itself, its successors and assigns of the right of access to the premises at reasonable times for purposes of inspection and for making repairs and in the event of any emergency related to the operation of Governor Hugh J. Gallen State Office Park requiring such access.

VIII. Liability

Licensor shall not be liable for any injury or damage to any person happening on the premises or for any injury or damage to the premises or any property of the Licensee or to any property of any third person, firm, association, or corporation on the premises. The Licensee shall indemnify and save the Licensor harmless from and against any and all liability and damages, costs and expenses, including reasonable counsel fees, and from and against any and all suits, claims and demands of any kind or operation of the premises or the installation of any property therein or the removal of any property therefore, or operation of the premise or the installation of any property therein or the removal of any property therefrom.

Nothing contained in this license shall be construed as a waiver by the Licensor of the doctrine of sovereign immunity.

The Licensor shall not be responsible for damage to property or injuries to persons which may arise from or be attributed, or incident to the exercise of the privileges granted under this Agreement (including the condition or state of repair of the Premises and its use and occupation by the Licensee, or from damage to their property, or damage to the property, or injuries to the persons of the Licensee or any officers, employees, servants, agents, contractors, or others who may be at the Premises at their invitation or the invitation of any one of them arising from governmental activities at the Premises.

The Licensee agrees to assume all risk of loss or damage to the property and injury or death to persons by reason of the exercise of the privileges granted herein, and will settle and pay any claims arising out of the use of and occupancy of the Premises. The Licensee expressly waives all claims against the Licensor and the State of New Hampshire for any such loss, damage, personal injury or death caused by or occurring by reason of or incident to the possession and/or use of the Premises or as consequence of the conduct of activities or the performance of responsibilities under this Agreement.

The Licensee agrees, to indemnify, save, hold harmless and defend the Licensor and the State of New Hampshire, their officers, employees and agents from and against all suits, claims, or actions of any sort resulting from, related to or arising out of any activities conducted under this Agreement and any costs, expenses, liabilities, fines or penalties resulting from discharges.

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emissions, spills, storage, disposal or any other action by the Licensee giving rise to liability to the Licensor or the State of New Hampshire, civil or criminal, or responsibility under federal, state or local environmental laws. This provision shall survive the expiration or termination of this Agreement and is not intended to waive the State's sovereign immunity, which is hereby reserved by the State.

On or before the expiration date of this Agreement, or within ten (10) business days after its revocation by the Licensor, or relinquishment by the Licensee, the Licensee shall vacate the Premises and shall, remove all their personal property therefrom and restore the Premises to a condition satisfactory to the Licensor. If the Licensee shall fail or neglect to remove their personal property and so restore the Premises, then at the option of the Licensor, such property shall either become property of the Licensor without compensation therefore, or the Licensor may cause property to be removed and the Premises to be so restored at the expense of the Licensee, and no claim for damage against the Licensor or its officers, employees or agents shall be created by or made on account of such removal and restoration work.

IX. Use of Premises

- A. In its use of the premises, the Licensee shall comply with all federal, state, and local statutes, ordinances, and regulations applicable to the use therefore, as now in effect.
- B. The Licensee shall not injure or deface, or commit waste with respect to the premises, nor occupy or use the premises, or permit or suffer any part thereof to be occupied or used, for any unlawful or illegal business, use or purpose, nor for any business, use or purpose deemed to be disreputable, nor in such manner as to constitute a nuisance of any kind, nor of any purpose nor in any manner in violation of any present or future laws, rules, requirements, orders directions, ordinances or regulations of any governmental or lawful authority, including Boards of Fire Underwriters or Department of Health. The Licensee shall, immediately upon the discovery of any such unlawful, illegal, disreputable or extra-hazardous use, take all necessary steps, legal and equitable, to compel the discontinuance of such use and to oust and remove persons guilty of such unlawful, illegal, disreputable or extra-hazardous use.
- C. The Licensee shall ensure that any licenses or permits required by any use of the premises are procured.
- D. The Licensee shall not permit any employee or visitor of the Licensee to violate the covenants or obligations of the Licensee under this license.

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- E. The Licensee shall not permit any lien, attachment, or other encumbrance to remain on property owned by Licensor for more than thirty (30) days following written notice from Licensor of the existence of such lien, attachment, or other encumbrance.
- F. No addition to or alterations or improvement of the Premises shall be made without prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed. Such written request must fully define the proposed scope of work, name the vendor(s), contractor(s), and detail any and all work requiring integration with the buildings' mechanical systems or are structural in nature. The Licensor reserves the right to define means, methods, materials, and specific contractors to be utilized in performing the work. Any required engineering fees, testing or certificates shall be at the sole expense of the Licensee.
- G. The Licensee will at all times during the existence of this Agreement, promptly observe and comply, at their sole cost and expense, with the provisions of all applicable federal, state and local laws, rules, regulations, and standards, and in particular those provisions concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, life safety systems and solid and hazardous waste.

X. Total or Partial Destruction

The Licensee shall, at their own expense, promptly repair or replace to the satisfaction of the Licensor, property damaged or destroyed by the Licensee or guests, incident to its exercise of the privileges granted. Alternatively, if required by the Licensor, the Licensee shall pay the Licensor money in the amount sufficient to compensate for the loss sustained by the Licensor for damage to or destruction of the Premises.

A fire in 2009 on the Premises resulted in the damage to approximately fifty (50) windows in the facility. The windows shall be repaired/replaced by the Licensee on or before October 1, 2010.

In case the premises shall at any time during the term hereby granted be damaged or destroyed by fire, flood, tornado, or by elements or otherwise, the Licensee shall at its expense, repair and restore the premise to its prior status. Typical repairs shall be completed within thirty (30) days of occurrence; catastrophic failure will require completion for up to 90 days from the start of the process to completion, this may be extended by agreement with the Licensor.

XI. Eminent Domain

In the event that the premises shall be lawfully condemned or taken by any public authority either in their entirety or in such proportion that they are no longer suitable for the intended use

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as a steam plant by the Licensee, this license shall automatically terminate without further act of either party hereto on the date when possession of the premises is taken by such public authority, and each party hereto shall be relieved of any further obligation to the other, except that the Licensee shall be liable for and shall promptly pay to the Licensor any rent then in arrears or the Licensor shall promptly pay to Licensee a pro rata portion of any rent paid in advance. In the event the proportion of the premises so condemned or taken is such that they are still suitable for the use intended by the Licensee, this license shall continue in effect in accordance with its terms and a portion of the rent shall abate equal to the proportion of the rental value of the premises so condemned or taken. In either of the above events, the award for the property so condemned or taken shall be apportioned between the Licensor and the Licensee in such manner and amounts as shall be just and equitable under the circumstances. Notwithstanding the foregoing, Licensor agrees that it will not exercise its eminent domain power with respect to the premises unless it can demonstrate that the exercise of a governmental function or functions would be curtailed by the failure to exercise such power.

If the Licensor and the Licensee are unable to agree upon what division, annual abatement of rent or other adjustments as are just and equitable, within 30 days after such award has been made, then the matters in dispute shall by appropriate proceedings, be submitted to a court having jurisdiction of the subject matter of such controversy in Merrimack County, New Hampshire, for its decision and determination of the matters in dispute.

XII. Quiet Enjoyment

The Licensor hereby covenants that the Licensee on paying the rent above stipulated and performing all the covenants and all the coveventsand conditions of this license on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the premises for the term aforesaid, free from molestation, eviction or disturbance by the Licensor, or by any other person or persons lawfully claiming under said Licensor.

XIII. Net License

It is the intention of the parties that the Licensor shall receive the rents, additional rents, and all sums payable by the Licensee under this license free of all taxes, expenses, charges, damages, and deductions of any nature whatsoever.

XIV. Access to Premises

Licensor and any agency of the State of New Hampshire, its officers, agents, and employees shall have the right at all reasonable times during business hours to enter the premises to examine the same for inspection; provided, however, that unless the entry is because of an emergency at the

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State Office Park South requiring immediate access to protect the interests of the patients, employees or the visiting public, Licensee's permission is first obtained. Licensee's permission shall not be arbitrarily withheld.

XV. Licenses and Right to Use Easements.

- A. Licensors hereby grants to Licensee a license and right of passage for the term of this license for vehicular and pedestrian access to the premises.
- B. The Licensors also grants a license and right to maintain steam lines running from the Premises to Licensee's district system on Pleasant Street and also on South Fruit Street.

XVI. Assignments and Subletting

- A. Licensee shall not have the right to sublicense all or any portion of the premises. Licensee may not assign its rights, duties, and obligations under this license.
- B. Notwithstanding the provisions of paragraph A of this Article XVI, the Licensee may sublet the portions of the Premises as shown on Exhibit A to a person, legal or natural, whether or not that person is an affiliate of Licensee, for the purpose of constructing, maintaining and operating a cogeneration facility within such portions of the Premises. Any such sublicense shall be generally in accord with the provisions of this License. Licensors, by and through the Commissioner of the Department of Administrative Services shall have the right to review and approve any sublicense for compliance with the provisions of this paragraph B. Unless Licensors and Licensee agree in writing otherwise, Licensee shall be fully liable and responsible to Licensors for all actions and activities occurring within the sublicensed premises as if Licensee were exclusively using said portion of the Premises. No rights of the Sub-licensee shall survive the termination of this License, whether by default or otherwise.

XVII Holding Over

If the Licensee shall hold over, after the expiration of the term hereby created, it shall be deemed a renewal of this license and of all the terms, covenants and conditions herein contained from month to month at a monthly rental equivalent to the last month's rental hereunder; and either the Licensee or Licensors may terminate such holding over upon thirty (30) days' written notice.

XVIII. Steam Plant Operation.

Licensors consents to Licensee's use of the Premises as its district steam plant. Licensee agrees to maintain the capacity of said plant, and continuing for the remainder of the term of this License, so that, should Licensors elect to purchase steam from Licensee, said plant will have sufficient capacity to serve Governor Hugh J. Gallen State Office Park's heating and cooling requirements. The Licensee

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shall maintain steam pressures necessary to maintain steam service for present requirements for the buildings located on the Governor Hugh Gallen Office Park.

Licensors agree that Licensee shall be permitted to give Licensors equal priority with Licensee over all other customers if steam supplies are interrupted or otherwise reduced, and Licensee may valve the steam plant and remaining district system to achieve this goal. Subject to the foregoing capacity requirements, Licensee shall have a complete discretion in determining the size and local configuration of the remaining district customers.

Licensors shall be entitled during the term of this license to purchase steam from Licensee in such quantities as Licensors deem necessary to meet its heating and cooling requirements at tariff rates approved from time to time by the New Hampshire Public Utilities Commission, which tariff rates shall be uniform for all district customers.

Licensors shall be entitled during the term of this license to purchase steam from Licensee in such quantities as Licensors deem necessary to meet its heating and cooling requirements at tariff rates approved from time to time by the New Hampshire Public Utilities Commission, which tariff rates shall be uniform for all district customers. Licensee agrees that it will install at its expense, appropriate equipment to meter the amount of steam purchased by the Licensee, the location of such metering equipment to be mutually determined by Licensors and Licensee. Notwithstanding the foregoing nothing herein shall require the Licensors to purchase steam from the Licensee.

For as long as Licensors elect to purchase steam from Licensee for use at the Governor Hugh J. Gallen State Office Park, Licensee agrees to maintain at its expense, the Licensors' steam distribution system and condensate return system in good working condition whether or not such systems are located within the licensed Premises. Neither the Licensors nor any licensee of Licensors occupying any buildings located on New Hampshire Hospital grounds will interfere with or prevent the return of condensate to Licensee through the existing condensate return system or any additional return systems constructed by Licensee at its expense.

Licensors specifically reserves the right, in addition to any other rights of inspection provided for in this License, to enter upon the Premises to inspect on a daily basis all meters within the Premises associated with Licensors' steam use.

#### XIX. Default

Except as otherwise specifically provided herein regarding default, if the Licensee shall default in the payment of rent, or in the performance of any of the provisions and covenants of this license, Licensors may give Licensee notice of the default in writing, and thereafter, Licensee shall have thirty (30) days within which to cure the nonpayment of rent and sixty (60) days

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within which to take reasonable steps to cure any other default. No remedy available to the Licensor for default herein may be exercised by the Licensor, unless Licensor has complied with the provisions of this section.

If the Licensee shall remain in default in the payment of rent or in the performance of any of the provisions and covenant's of this license after the date for curing said default has expired, or if the premises shall be deserted, or if the Licensee's estate hereby created or any portion thereof shall be taken on execution or other process of law or if any assignment shall be made of the Licensee's property for the benefit of creditors, or if a receiver or other similar officer shall be appointed to take charge of any property of or to wind up the affairs of the Licensee, or if a petition in bankruptcy or insolvency is filed by or against the Licensee which is not discharged within sixty (60) days or upon which an adjudication of bankruptcy or insolvency is made, Licensor may at its election, proceed, either at law or in equity, to enforce performance of such covenants by the Licensee and/or to recover damages for the breach thereof, plus costs and reasonable attorney's fees; or terminate this license and the term granted hereby at any time thereafter by giving Licensee thirty (30) days notice in writing of its intention to do so, and such notice having been given, this license and the term granted shall terminate, expire and come to an end on the date fixed on the license for the termination and expiration thereof; but in the event of termination the Licensor shall nonetheless have the right to recover from Licensee any and all amounts which under the terms hereof may be due and unpaid, plus costs and reasonable attorney's fees.

**XXI Waiver of Breach**

Any assent, express or implied, by the Licensor to any breach of any agreement or condition herein contained or any waiver, express or implied, by the Licensor of any such agreement or condition shall operate as such only in the specific instance and shall not be construed as an assent or waiver of any such agreement or condition generally or of any subsequent breach thereof.

**XXII Notices.**

No notice, order, direction, determination, requirement consent, and/or approval under this Agreement shall be of any effect unless it is in writing. All notices to be given pursuant to this Agreement shall be addressed, if to the Licensor:

Licensor  
State of New Hampshire  
Department of Administrative Services

Initials: P.D.B.  
Date: 7/21/10



25 Capitol Street, Room 120  
Concord, NH 03301  
Attn: Linda M. Hodgdon, Commissioner

and if to the Licensee to:

Licensee  
Concord Steam Corporation  
PO Box 2520  
Concord, NH 03301  
Attn: Peter Bloomfield

**XXIII. License Binding on Successors.**

All of the agreements, conditions, and undertakings herein contained shall extend to and be binding upon the representatives, successors, and assigns of the Licensor and Licensee.

**XXIV. Short Form Recording**

The parties covenant and agree that there shall be recorded in the Merrimack County Registry of Deeds only a Memorandum of this license in the form hereto attached and made a part hereof as Exhibit B hereto, and that they will execute and deliver a Memorandum of License in such form and for such purpose. The parties further covenant and agree that, in the event of termination, cancellation or assignment of this license prior to the expiration of the term hereof, they will execute and deliver, in recordable form, an instrument setting forth such termination, cancellation or assignment.

**XXV. Counterparts**

This license may be executed in two (2) or more counterparts, each of which shall be deemed an original and all collectively but one and the same instrument.

**XXVI. Appropriations.**

To the extent that any provision herein may imply that Licensor is obligated to expend funds for any purposes hereunder, such obligations are contingent upon the availability of funds appropriated by the New Hampshire General Court for such purposes.

**XXVII. Compliance with Laws, etc:**

In connection with the performance of the Services set forth herein, the Licensee shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Licensee, including, but not limited to, civil

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rights and equal opportunity laws. In addition, the Licensee shall comply with all applicable copyright laws.

Discrimination: During the term of this Agreement, the Licensee 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.

Initials: PB  
Date: 7/21/10

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

**LICENSOR:** The State of New Hampshire, acting through its' Department of Administrative Services

**Authorized by:** (full name and title) Linda M. Hodgdon  
Linda M. Hodgdon, Commissioner

**LICENSEE** Concord Steam Corporation

**Authorized by:** (full name and title) Peter Bloomfield, President  
Signature  
Peter Bloomfield, President

**NOTARY STATEMENT:** As Notary Public, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF MERRIMACK, UPON THIS DATE, July 21, 2010 appeared before me, Bonita Webber, the undersigned officer, *Peter Bloomfield*, personally appeared who acknowledged himself to be President of Concord Steam Corporation and that as such Officer, he is authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing himself in the name of the corporation.

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

*Bonita L. Webber*  
*My Comm. Expires 3/22/2011*  
*Notary Public*

**APPROVALS:**

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

Approval date: 7-26-10

Approving Attorney: Rosemary Wiant  
*Rosemary Wiant*

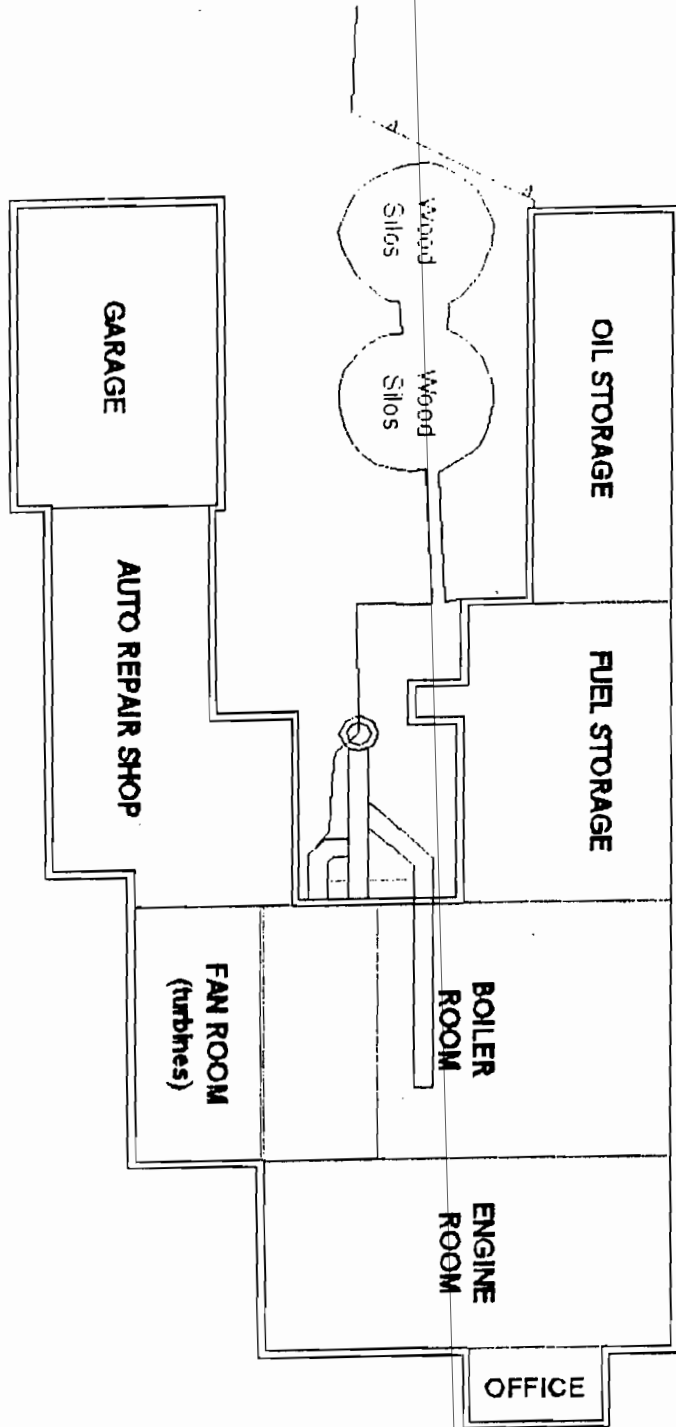
**Approved by the Governor and Executive Council:**

Approval date: [Signature] **AUG 11 2010**

**DEPUTY SECRETARY OF STATE**

Initials: [Signature]  
Date: 7/21/10

EXHIBIT A

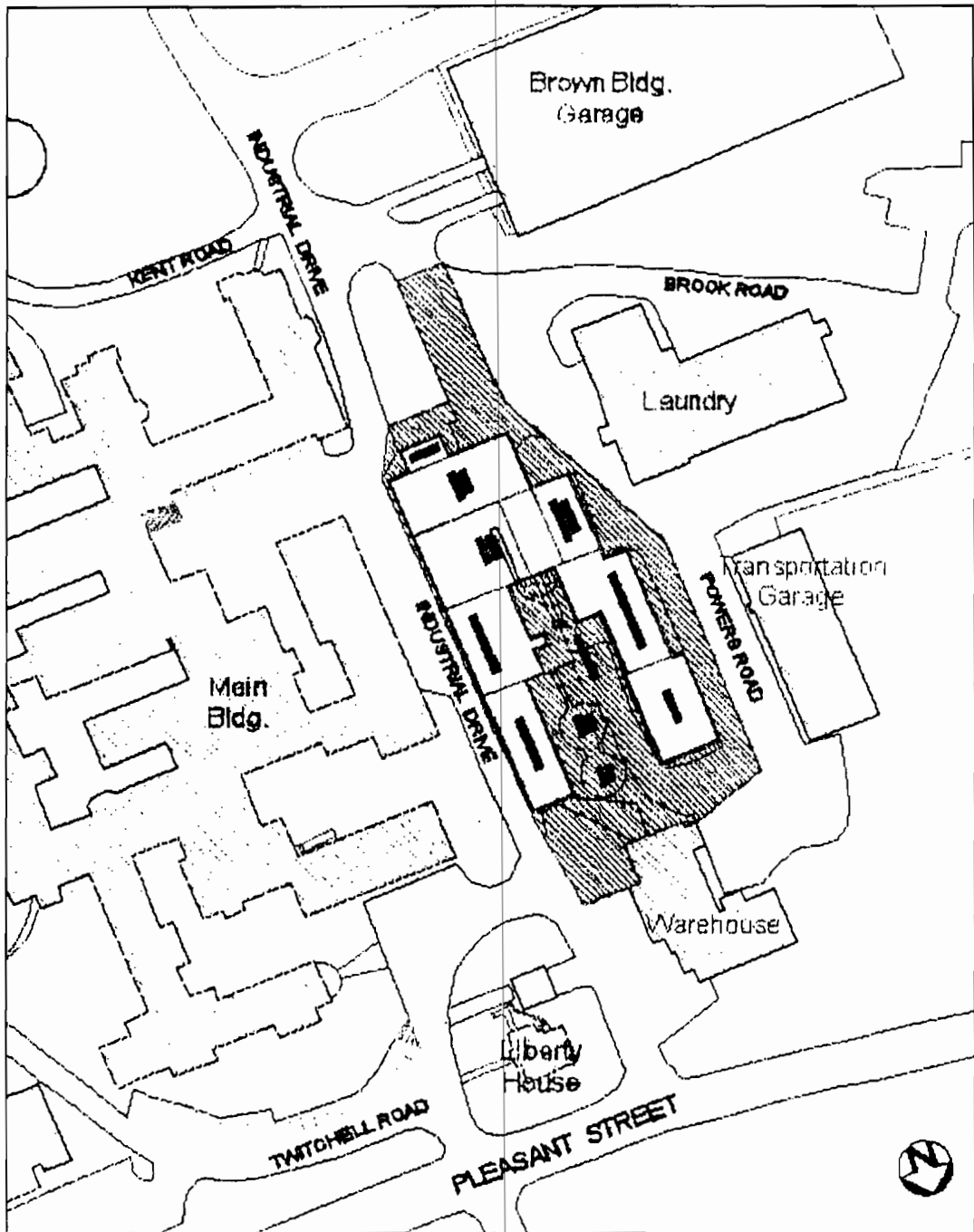


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EXHIBIT A-1

EXTERIOR

Maintenance – Snow Removal – Ice Treatment



Initials: PP  
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EXHIBIT B  
NOTICE OF LEASE

1. Licensor: State of New Hampshire  
Department of Administrative Services  
25 Capitol Street, Room 120  
Concord, NH 03301

Licensee: Concord Steam Corporation  
PO Box 2520  
Concord, NH 03301

2. Date of Execution:  
\_\_\_\_\_

3. Description of Demised Premises:  
See EXHIBIT A

4. Term of Lease:  
Three years

5. Date of Commencement:  
September 1, 2010; no right of extension or renewal

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

**LICENSOR:** The State of New Hampshire, acting through its' Department of Administrative Services

Authorized by: (full name and title) Linda M. Hodgdon  
Linda M. Hodgdon, Commissioner

Initials: PH  
Date: 7/21/10

**LICENSEE** Concord Steam Corporation

Authorized by: (full name and title)

*Peter Bloomfield, President*  
Signature

Print: Peter Bloomfield, President

**NOTARY STATEMENT:** As Notary Public, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF MERRIMACK, UPON THIS DATE, July 21, 2010 appeared before me, Bonita Webber, the undersigned officer, *Peter Bloomfield*, personally appeared who acknowledged himself to be President of Concord Steam Corporation and that as such Officer, he is authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing himself in the name of the corporation.

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

*Bonita F. Webber*  
*My comm. expires 3/22/2011*  
*Notary Public*

Initials: *PB*  
Date: *7/21/10*