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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

October 8, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, NH 03301

*Retroactive*

### Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to **retroactively** enter into a contract amendment with Miracle Mile Realty, LLC (VC#174995-P001) 23 Concord Street, Wilmington, MA, in the amount of \$19,144.32 for office space for Emergency Medical Services' regional office. Effective upon Governor and Council approval from July 1, 2013 through June 30, 2014. Funding source: 100% Fire and EMS Fund.

Funding is available in the SFY2014 operating budget as follows:

02-23-23-237010-40650000 Dept. of Safety Div of FST&EMS – Fire Standards and EMS Admin	<u>FY2014</u>
022-500248 Rent To Owners Non-State Space	\$19,144.32

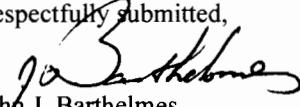
### Explanation

This contract amendment is **retroactive** because of the following. The Department of Safety attempted to co-locate offices between the Division of Fire Standards and Training and Emergency Medical Services this past spring. At the end of the search for a shared location, it was determined too expensive to make the move due to the cost of the necessary renovations needed to be made to the rental facility. In working with the Department of Administrative Services, it was decided to extend our current lease twelve months to give the Department adequate time to find a suitable location.

The Division notified the landlord the State would be unable to pay rent until the contract was approved by Governor and Council. After many inquiries to the vendor, the Division was notified the vendor had the paperwork, but was delayed in sending it to us due to the proper people authorized to sign the lease agreement were unavailable. In September, after a lengthy delay, the vendor was able to obtain the needed signatures then supplied to the Division the appropriate paperwork required to execute the lease and have it forwarded for approval.

The Division has established regional offices strategically placed throughout the State to deliver quality and timely customer service to the Emergency Medical Services community. This agreement for office space rental for the EMS regional office (at 400 Miracle Mile, Suite #1, Lebanon, NH) is used to assist customers in the Grafton and Sullivan county communities.

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

## FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is hereby made effective as of \_\_\_\_\_, 2013, by and between, **MIRACLE MILE REALTY, LLC**, a Massachusetts limited liability company, having a mailing address of 23 Concord Street, Wilmington, Massachusetts 01887 ("Landlord"), and **THE STATE OF NEW HAMPSHIRE** acting by and through its Commissioner of **THE DEPARTMENT OF SAFETY, DIVISION OF FIRE STANDARDS AND TRAINING AND EMERGENCY MEDICAL SERVICES** having a mailing address of 10 Hazen Drive, Concord, New Hampshire, 03301 ("Tenant").

### PRELIMINARY STATEMENTS

A. Reference is hereby made to a certain lease dated February 12, 2009, between Landlord, as landlord and Tenant, as tenant, demising certain premises containing approximately 1,180 square feet of floor area in a shopping center then known as Miracle Mile Shopping Center, located at 400 Miracle Mile, Suite #1, Lebanon, New Hampshire (the "Premises"), as more particularly described therein which lease was retroactively approved by the Governor & Executive Council of the State of New Hampshire on April 15, 2009 item #64.. Said lease, is hereinafter referred to as the "Lease". All capitalized terms used herein without definition shall have the same meanings given to them in the Lease.

B. Landlord and Tenant are the holders, respectively, of the lessor and lessee interests in the Lease.

C. The current term of the Lease shall expire on June 30, 2013. Landlord and Tenant desire to extend the term of the Lease through June 30, 2014, and to provide for such other terms and conditions as hereinafter provided.

### NOW, THEREFORE

In consideration of the mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree that, effective as of the date hereof, the Lease is amended and extended as follows:

1. Term. The term of the Lease is hereby extended for an additional term (the "Additional Term") commencing on July 1, 2013 and expiring on June 30, 2014. The Additional Term shall be upon all of the same terms and conditions of the Lease in effect as of the date hereof except as otherwise set forth herein, subject to retroactive approval by the Governor and Executive Council of the State of New Hampshire; if such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party. Tenant acknowledges and agrees that it currently occupies the Premises and is familiar with the condition thereof and that the Premises as affected hereby is leased to Tenant in "As-Is" condition without any representation or warranty, express or implied, as to the condition or fitness for Tenant's use thereof.

Tenant agrees that Landlord has no work to perform in or on the Premises to prepare same for Tenant's use and occupancy.

2. Rent. Rent due under the Lease for the Premises during the Additional Term shall be as follows:

<u>Period</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>Approximate Square Foot Cost</u>
July 1, 2013 – June 30, 2014	\$19,144.32	\$1,595.36	\$16.22

3. Representations. Landlord represents and warrants to Tenant that Landlord is the owner of the landlord's interest under the Lease, and that Landlord has the right and lawful authority to enter into this Amendment. Tenant represents and warrants to Landlord that Tenant is the owner of the Tenant's interest under the Lease, and that Tenant has the right and lawful authority to enter into this Amendment.

4. Ratification. Except as amended hereby, the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed.

The provisions of this Amendment shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands:

**TENANT:** State of New Hampshire, acting through its:

Department of Safety, Division of Fire Standards and Training and Emergency Medical Services

By [Signature]

**LANDLORD:** Miracle Mile Realty, LLC

By [Signature]  
Signature  
Print Philip Pastan  
Name & Title

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: MA COUNTY OF: Essex

UPON THIS DATE (insert full date) 8/19/13,  
appeared before me Kathryn Fossa the undersigned officer  
(print full name of notary)

personally appeared (insert Landlord's signature) Philip Pastan who  
acknowledged him/herself to be: TITLE MANAGER OF RICHMOND LEGATION DEVELOPMENT, LLC which is the manager  
(print officer's title, and the name of the corporation) OF MIRACLE MILE REALTY, LLC and

that as such officer, 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 my signature and seal)

[Signature]



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

By: [Signature], Assistant Attorney General, on 10/25/13

Approval by the New Hampshire Governor and Executive Council:

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

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

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

**DATE:** November 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:** Department of Safety, Division of Fire Standards and Training and Emergency  
Medical Services, 33 Hazen Drive, Concord NH

**LESSOR:** · Miracle Mile Realty, LLC, 23 Concord Street, Wilmington MA

**DESCRIPTION:** Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will retroactively authorize continuing short-term rental of 1,180 square feet of office and storage space currently housing the regional Emergency Medical Services (EMS) headquarters at 400 Miracle Mile, Lebanon, NH. The additional time provided by this amendment will allow EMS to remain in their current space while completing a RFP process soliciting either renewal or replacement space.

**TERM:** One (1) year, commencing retroactive July 1, 2013 ending June 30, 2014.

**RENT:** The current rate of \$16.22 per square foot which is \$19,144.32 annually shall remain unchanged, prorated to \$1,595.36 per month.

**JANITORIAL:** Not included, services provided by employees  
**UTILITIES:** included in annual rent

**TOTAL COST:** \$19,144.32

**PUBLIC NOTICE:** Sole-Source amendment of current lease. During the extended term EMS will complete a competitive RFP soliciting new or renewal leased space

**CLEAN AIR PROVISIONS:** None applicable to an amended term

**BARRIER-FREE DESIGN COMMITTEE:** No review required for an amended term

**OTHER:** The enclosed is retroactive due to extended delays on the part of the Lessor in responding to correspondence and requests for finalization of the contract; 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:  
Department of Administrative Services

Michael Connor, Deputy Director

*Michael Connor*



William Francis Galvin  
Secretary of the  
Commonwealth

*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

October 1, 2013

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**RICHMOND LEBANON DEVELOPMENT LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 14, 2004**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **PHILIP PASTAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **PHILIP PASTAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **PHILIP PASTAN**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

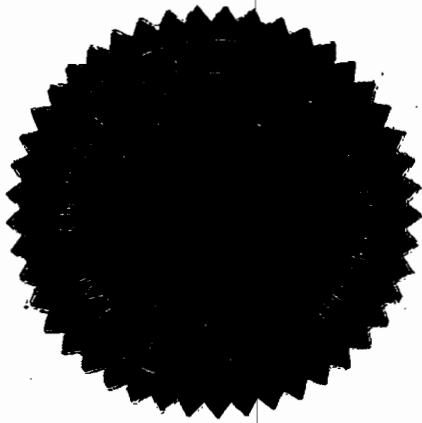
Secretary of the Commonwealth



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 MIRACLE MILE REALTY LLC, a(n) Massachusetts limited liability company registered to do business in New Hampshire on November 5, 2003. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19<sup>th</sup> day of August, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner", is written above the printed name.

William M. Gardner  
Secretary of State





**NOTEPAD**

INSURED'S NAME The Richmond Co.

RICHM-2  
OP ID: JLPAGE 2  
Date 11/19/2013

## Named Insured:

Richmond Co., Inc.  
Richmond woodville, LLC  
Richmond Dover Realty LLC  
Richmond Dover Commercial Associates, LLC  
Everett Realty, LLC  
The Franklin Street Corp.  
Amesbury Realty Corp.  
\* Miricle Mile Realty, LLC  
Richmond 99 Development, LLC  
Belchertown Development, LLC  
Richmond Exeter Development, LLC  
Richmond Shrewsbury, LLC  
Everett Realty, LLC  
Richmond Woodville, LLC  
Richmond Marlborough Realty LLC  
Richmond Penacook Development, LLC  
ValeThomaston, LLC  
23 Wilmington, LLC

Richmond 23 Concord, LLC  
225 Fallon Road Realty, LLC  
Clearview Stoneham, LP  
Richmond Southwest Harbor, LLC  
New Bedford Realty Development, LLC  
Wrights Landing Nominee Trust, Philip & Christina Pastan  
221 Fallon Road Realty, LLC

## Locations:

23 Concord Street, wilmington, MA  
319 Highland Ave., Salem, MA  
Lot 47/12 Elm St and Lot 37.1 & 37.4, Woodville, NH  
232-258 Indian Brook Drive, somersworth/dover, NH  
330 Everett Street, Chelsea  
295 South Main Street, Concord, NH  
194 Main Street, Amesbury, MA  
388-400 Miricle Mile, US Rte. 4, Lebanon, NH

8 Hotel Drive, Dover, NH  
10-20 George Hannum Road, Belchertown, MA  
137 Portsmouth Avenue, Exeter, NH  
Rte. 9 & Harrington Avenue, Shrewsbury, MA  
1690 Revere Beach Parkway, Revere, MA  
Lot 37.5 Chase Lane, Haverhill, NH  
Lo9t 37.1 Central Street, Haverhill, NH  
529 Boston Post Road 7 788 Farm Hill road, Marlborough, MA  
Fisherville Road, Concord, NH  
212 New Country road, Thomaston, ME  
225 Fallon road, Stoneham, MA  
6 Sea Wall Road, South West Harbor, ME  
1091-1097 Kempton Street, New Bedford, MA  
2 lot at Wrights Landing, Nantucket, MA  
221 Fallon Road Stoneham, MA

H/C to Karen 3-28-09

# State of New Hampshire

G+C 4-15-09  
#64

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, NH 03305  
603/271-2791

JOHN J. BARTHELMES  
COMMISSIONER

March 23, 2009

His Excellency, Governor John H. Lynch  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### Requested Action

Authorize the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services to enter into a **retroactive** five-year lease with Miracle Mile Realty, LLC (VC#118318), West Lebanon, NH, in the amount of \$90,652.32, for office space for Emergency Medical Services' regional office. Effective upon Governor and Council approval from July 1, 2008 through June 30, 2013. Funding source: 100% Fire and EMS Fund.

Funds are available in the account titled Emergency Medical Services for SFY2009 and are anticipated to be available in the account titled Fire Standards & EMS Administration for SFY2010, SFY2011, SFY2012, and SFY2013, contingent upon the availability and continued appropriation of funds in the future operating budgets.

Activity Code: 2370	<u>FY2009</u>	<u>FY2010</u>	<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>
Account No: 010-023-5480-022-0248	\$17,700				
Rents & Leases Other Than State					
Account No: 010-023-4065-022-0248		\$17,700	\$17,700	\$18,408	\$19,144.32
Rents & Leases Other Than State					

### Explanation

A request for proposal was advertised in the Valley News and The Spectator, local newspapers in the Lebanon area, March 7 - 9, 2008 and March 14 - 16, 2008. Miracle Mile Realty, LLC was the only bidder. The Division has been working with Administrative Services and following their leasing guidelines in securing office space in the Lebanon area.

An ADA Survey was completed by Administrative Services in April 2008. The ADA recommendations from the AB Committee were sent to the vendor to make the appropriate accommodations. A revised lease agreement with the AB recommendations was sent to the Landlord in the beginning of June for execution. Throughout the month of June the Division contacted the vendor inquiring of the status of the lease agreement. In early July the Division notified the Landlord that the State would be unable to pay rent until the contract was approved by Governor and Council. After many inquiries to the vendor the Division was advised, in the middle of August, that the legal department for the vendor was reviewing the paperwork. Administrative Services advised the Division that the building would need to be vacated if the executed documents were not received in the near future. The Division notified the Landlord, on August 18, 2008, that if we didn't receive the lease documents, we would need to vacate the office space by September 30, 2008.


The Division received the lease documents, with changes, from the Richmond Company (Manager of Miracle Mile Reality, LLC) in early September, but after reviewing the lease changes with Administrative Services, the Division notified the Landlord that the insurance coverage would not be approved by the Department of Justice (DOJ). Midway through September the Division received items of concern within the lease terms from the vendor's legal department. By the end of September Administrative Services notified the Division that the DOJ had spoken with the vendor's legal department and felt that an agreement had been reached. The revised lease agreement was sent to the vendor in the end of September. During conversations between the Division and the vendor it was determined there was a miscommunication between the Division and the Landlord regarding resolution of the insurance information. The vendor notified the Division that if the State was unable to modify the terms of the lease agreement the Division would have to vacate the office space.

Due to these complications with the vendor to secure an agreement, the Division was advised by Administrative Services to start a new RFP process. A request for proposal was advertised in the local papers (October 10-12, 2008, October 16, 2008, and October 17 – 19, 2008) specifically in the Union Leader, The Spectator, Eagle Times, and Valley News. During the RFP process the Division spoke with the Department of Safety Attorney at the DOJ in regards to the required insurance terms in the lease agreement. With communications between the DOJ and the vendor's legal department a resolution was agreed upon that satisfied both parties requirements. The Division decided to abandon the new RFP process since the request yielded two additional properties which the lowest cost was an additional \$5,000 per year than the Miracle Mile property.

In the beginning of November, a revised lease agreement was sent to the Landlord after the DOJ and the Landlord agreed that the additional insurance was not required. After many inquiries, the Division received the revised lease document on December 24, 2008. The vendor was sent the revised lease document on December 24, 2008. On February 19, 2009, the Division received the executed lease agreement and supporting documentation. Upon review, the certificate of insurance did not meet the provisions outlined in Exhibit E; a revised Exhibit E was sent to the vendor for approval. The revised Exhibit E and all updated supporting documentation were received by the Division on March 2, 2009.

In accordance with Admin 610.15 (13) f – the lease states that the tenant shall only be responsible for making direct payment to the providers of telecommunications and/or internet or other data services. The landlord shall at his own and sole expense furnish all utilities, maintenance and repairs and improvements as stated in Exhibit D, Part I. The tenant shall utilize any recycling services that become readily available at the Premises during the Term herein

Respectfully submitted,

  
John J. Barthelmes  
Commissioner of Safety

**State of New Hampshire**  
*Inter-Department Communication*

RECEIVED

MAR 03 2009

DEPT OF SAFETY  
BUSINESS OFFICE

DATE March 3, 2009

*Richard A. Mason*

**FROM** Richard A. Mason, Director  
Division of Fire Standards & Training  
and Emergency Medical Services

**SUBJECT** Miracle Mile Realty, LLC  
Agreement

**TO** Wes Colby, Director,  
Division of Administration

**AT** 98 Smokey Bear Blvd.  
**(OFFICE)** Concord, New Hampshire

Attached is an agreement for Miracle Mile Realty, LLC for rental of the Lebanon office space. The Division has been working on this agreement for over a year. We have been working with Mary Belec from Administrative Services, Rosemary Wiant from DOJ, and Karen Grondin.

We had many obstacles to overcome with this agreement. The problems rectified were the different names (Miracle Mile Realty, LLC uses a different company to manage the property), the signature page on the lease, and problems with the insurance requirements. Attached is a summary of dates and the communications/problems that were addressed.

Also attached is an email correspondence between Rosemary Wiant and Irving Rachestein resolving the manner in which the signatures would be accepted on the lease contract. Mary Belec suggested we included a copy of this correspondence with the agreement as back up information. Please be aware the Exhibit E is a scanned copy; we will forward the original as soon as we receive it.

Also, the vendor is requesting that two fully executed copies of the lease document be returned to them upon approval.

Should you need any additional information, please let me know.

attachments: agreement w/ 3 copies  
supporting documentation  
summary of problems

(newlandh:\word\budget\memos\FY2009\Colby, Wes-lebanon office lease.doc)

\*\*\*\*This log does not include any telephone inquiries due to not having those dates\*\*\*\*

Date	Description
2/19/2008	Contacted Mary Belec from Admin Services to initiate the RFP process
2/20/2008	Received Final RFP for advertising
2/22/2008	Posted RFP on Admin Services website
2/22/2008	Posted RFP on FST/EMS website
3/7/2008	Adverstised in local papers
3/14/2008	Adverstised in local papers
3/28/2008	RFP Closed
4/2/2008	Reviewed Letters of Interest
4/25/2008	ADA Survey was completed by Mary Belec
5/2/2008	Information was sent to Carol Nadeau for upcoming May 20th AB Committee meeting
5/5/2008	Information pertaining to the lease was sent to the Landlord for review which include improved recommend by the AB Committee
6/4/2008	Revised lease document with AB committee recommendations sent to David Gilmer
6/5/2008	Notified by David Gilmer that improvements were in process
6/10/2008	Request sent to David Gilmer on the status of the paperwork
6/24/2008	Received word back the Richmond Company was working on it
6/24/2008	Advised David Gilmer about the steps that still needed to be completed
7/8/2008	Request sent to David Gilmer on the status of the paperwork
7/8/2008	Received word back from David Gilmer, was advised the property owner has the lease and they are in daily contact with them
7/9/2008	Advised David Gilmer the State will be unable to pay rent until the contract is approved by G&C
8/7/2008	Request sent to David Gilmer on the status of the paperwork
8/14/2008	Received word from David Gilmer, was advised paperwork is with owner legal department, advised a couple more weeks
8/14/2008	Contacted Mary Belec from Admin Services with status of lease
8/18/2008	Received guidance from Mary Belec say since we do not have a signed agreement if we did not get any soon we would have to vacate the office space
8/22/2008	Notified David Gilmer that if we did not receive the lease documents we would need to vacate the office space by Sept 30th
9/8/2008	Email forward from Bill Cronin (Richmond Company) with items that needed to be changed in the lease document
9/9/2008	Forwarded requested changes to Mary Belec to review
9/9/2008	Received email back from Mary Belec stating the DOJ may take exception with insurance requirements
9/9/2008	Notified Bill Cronin the request insurance coverage would not be approved by the DOJ
9/10/2008	Received items of concern from the owners legal department
9/10/2008	Mary Belec received items of concern from the owners legal department
9/15/2008	Mary Belec contacted Karen Grondin inregards to the insurance requirements
9/24/2008	DOJ was attempting to get in contact with Landlords legal department to discuss insurance requirements
9/25/2008	Mary Belec received word from Rose (from DOJ) that she has spoken with Landlord's legal department felt an agreement was reached.
9/29/2008	Revised lease agreement was sent to Bill Cronin

10/1/2008	Miscommunication between Safety and Landlord about insurance information
10/1/2008	Sent revised lease to Bill Cronin and stated that if the State could not be additionally insured then the lease would not be approved.
10/6/2008	Established a new RFP process since current lease did not seem like it was going to be approved
10/10/2008	Adverstised in local papers
10/17/2008	Adverstised in local papers
10/22/2008	Spoke with Rose (DOJ) and she was going to attempt to contact Landlords legal department to attempt to resolve insurance requirements
11/3/2008	Revised lease agreement was sent to Bill Cronin after agreement that the additionally insurance was not required
11/14/2008	Notified by Bill Cronin they are waiting for a review from their attorney who would be out until 11/18/2008
11/25/2008	Request sent to Bill Cronin on status of lease paperwork
12/9/2008	Spoke with Bill Cronin and said final lease changes should be close to being done
12/18/2008	Contacted Bill Cronin for status of changes
12/23/2008	Received final requested changes from Bill Cronin on three sections of the lease document
12/23/2008	Sent requested changes to Mary Belec
12/24/2008	Spoke with Mary Belec about proposed changes
12/24/2008	Received revised lease document with two of the three changes made / third could not be made without meeting with AB committee
12/24/2008	Sent Bill Cronin revised lease document and notified him of more than a month delay in the process if the recommendation letter need to be changed
12/30/2008	Sent Bill Cronin email about status
12/30/2008	Received email from Bill Cronin said he was "just awaiting executable versions to get to me from the attorney"
1/12/2009	Sent Bill Cronin email about status
1/20/2009	Hcn sent email to Bill Cronin on status
1/21/2009	received em from B. Cronin-he is sending documents end of week or early next.
2/10/2009	sent em to B. Cronin requesting status-no documents received yet.
2/12/2009	received em from B. Cronin-documents are on the way to us.
2/19/2009	documents received by mail-problems with Cert of GS and Cert of Insurance.
2/24/2009	spoke with Mary Belec regarding expired Cert of GS and Cert of Insurance not matching terms of lease (Exhibit E)-emailed a copy to Mary. Mary will update Exhibit E to reflect cert of Insurance.
2/24/2009	emailed B. Cronin explaining problem with Cert of GS and Insurance. Vendor needs to provide current Cert of GS and updated Exhibit E.
2/24/2009	received em from M. Belec regarding updated Exhibit E.-emailed B. Cronin the revision to have initialed and dated.
2/25/2009	received em from B. Cronin with exhibit initialed. Not properly excuted-no date.
2/27/2009	received updated Cert of GS by email from B. Cronin.
3/2/2009	emailed B. Cronin explaining he has to date the exhibit next to his name and mail the original document to me. Received scanned copy-waiting for originals. Worked on G&C Request
3/3/2009	telephone call with M. Belec-might be problem with name of management co (Richmond Lebanon Dev). Mary advised to send over.

**Belec, Mary**

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**From:** Belec, Mary  
**Sent:** Wednesday, December 31, 2008 2:32 PM  
**To:** 'Phillips, Jeffrey'  
**Subject:** RE: Lebanon, NH Lease

Jeff, you seem to have the list of "other items" needed in order... and we are finally good to go on the signature page... lets see if we can now get this thing "in hand" and submitted to G&C! It would be a great start to the new year to resolve this.

Mary Belec

Mary Belec, Administrator II  
Bureau of Planning & Management  
25 Capitol Street, Concord NH 03301  
(603) 271-0090  
mbelec@nh.gov

-----Original Message-----

**From:** Phillips, Jeffrey [mailto:Jeffrey.Phillips@dos.nh.gov]  
**Sent:** Wednesday, December 31, 2008 1:31 PM  
**To:** Belec, Mary  
**Subject:** FW: Lebanon, NH Lease

I think I am living a dream. Just to make sure they will also need to supply the following documentation.

Certificate of Authority  
Certificate of Good Standing  
Copy of the Letter from the Secretary of State Certificate of Insurance

Let me know if I am missing anything.

Jeff

-----Original Message-----

**From:** Wiant, Rosemary [mailto:Rosemary.Wiant@doj.nh.gov]  
**Sent:** Wednesday, December 31, 2008 1:02 PM  
**To:** Irving Rachstein (LANCROSS AGENCY)  
**Cc:** mary.belec@nh.gov; Phillips, Jeffrey; bcronin@richmondco.co; Larry Grant; Kathryn Fossa; Ron Hadar  
**Subject:** RE: Lebanon, NH Lease

Hi Irving,

Happy New Year to you also!

This looks good -- let's go ahead with it.

Thanks for your work on this.  
Rose Wiant

-----Original Message-----

From: Irving Rachstein [mailto:IRachstein@stopandshop.com]  
Sent: Wednesday, December 31, 2008 10:45 AM  
To: Wiant, Rosemary  
Cc: mary.belecz@nh.gov; Phillips, Jeffrey; bcronin@richmondco.co; Larry Grant; Kathryn Fossa; Ron Hadar  
Subject: Lebanon, NH Lease

Best wishes for a happy and healthy new year.

The most current version of the Lease is ready to go if we can get the signature page straightened out. Attached you will find a pdf document consisting of 4 pages. The first page is the signature page of the Lease as I propose to modify it. The second page is a copy of a letter that was recently filed with your Department of State on behalf of the Landlord, and the remaining pages are the Landlord's Amended and Restated Certificate of Organization which was recently filed with the Secretary of the Commonwealth of Massachusetts.

If you will authorize me to use the revised signature page, I can assemble the Lease and process it for execution. If you have any questions, please call.

\*\*\*\*\*  
\*\*\*\*\*

Irving Rachstein  
Director, Real Estate Law  
Phone: 617-770-6979  
Fax: 617-770-6091  
E-mail: irachstein@stopandshop.com

(See attached file: 3185\_001.pdf)

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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 \_\_\_\_\_, 2009, by the following parties:

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

Name: Miracle Mile Realty, LLC

State of Incorporation: \_\_\_\_\_

(if applicable)

Business Address: 23 Concord Street

Street Address (if corporation, give principal place of business)

Willington

MA

01887

(978) 988-3900

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: Dept. of Safety, Division of Fire Standards & Training & Emergency Medical Services

Address: 10 Hazen Drive

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

Concord

NH

03301

(603) 271-6099

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: 400 Miracle Mile, Suite #1

(street address, building name, floor on which the space is located, and unit/suite # of space)

Lebanon

NH

03766

City

State

Zip

The demise of the premises consists of: 1,180 square feet

(give square footage of the leased space, and attach a 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. Term; Delays; Extensions; and Conditions upon Commencement:

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of 5 yrs year(s), commencing on the 1st day of July, in the year 2008, and ending on the 30th day of June, in the year 2013, unless sooner terminated in accordance with the Provisions hereof.

See Exhibit E Special Provision 1 for text modifying 3.1 Term.

3.2 Delay in Occupancy: If for any reason including, but not limited to, Landlord's failure to complete preparation of the premises for occupancy by the Tenant, the Landlord shall be unable to deliver possession of the premises on the date of commencement of this lease, the date for commencement of the Term and the time for performance of all conditions and covenants of Tenant hereunder shall at the Tenant's option, be postponed until possession of the Premises is given, or until such reasonable time as the Landlord shall complete all necessary preparations.

**3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED**

*(optional clause, replaces 3.2 above, applicable only if the selection box is marked)*

If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for The performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as \_\_\_\_\_ days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null And void without recourse to the parties hereto.

**3.3 Extension of Term:** The Tenant shall have the option to extend the Term for *(insert text)* Zero Additional term(s) of Zero 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.

See Exhibit E herein for text replacing 3.4

**3.4 Conditions on the Commencement and Extension of Term:**

~~Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of the Term, and any extensions 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, Additional Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B. The first such installment to be due and payable on the following date: *(insert month, date and year)* July 1<sup>st</sup> 2008. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

**4.2 Additional Rent:** *(optional escalation, applicable only if the selection box is marked)*  **SELECTED**  
The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

**4.2.1 Tenant's Share of Increased Operating Expenses:** The Tenant agrees that a pre-established percentage of any increase in the Landlord's operating expenses over the cost of such expenses at the commencements of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: *(insert definition in the space provided, or define in "Exhibit B" herein)* \_\_\_\_\_

**4.2.2 Tenant's Share of Increased Taxes:** The Tenant shall pay the Prorated Share of any increase in real estate taxes levied against the building of which the Premises are a part, this increase shall be based upon taxes exceeding those incurred or levied during the tax year ending on the following date: *(insert date)* \_\_\_\_\_

**4.2.3 Determination of Prorated Share:** Tenant's Prorated Share, used to determine the Tenant's share of additional operating expenses and increased taxes under sections 4.2.1 and 4.2.2, represents the ratio of The total square footage of the Premises against the total square footage of the building of which the Premises are a part.

**4.2.4 Procedure for requesting Additional Rent:** The Landlord shall give the Tenant written notice at least 30 working days in advance of any increase in rent, including within such notice all relevant documents as evidence of the validity of the request. After the Tenant receives the Landlord's notification of increased expenses or taxes, the Tenant shall make payment on the increases in equal installments corresponding to the payments of the Rent hereunder. Payment of increases shall begin with the next installment of Rent which is due at least thirty (30) days after the receipt of notice. Notwithstanding the foregoing, nothing contained herein shall obligate the Tenant to pay any increases in taxes due to improvements made by the Landlord (except for improvements made to, or benefiting the Premises) or any increase in operating expenses due to increased use. Any annual increase hereunder shall be prorated should the Lease terminate before the end of the calendar year.

**4.2.5 Rebate or Refund of Rent to the Tenant:** If the Landlord receives any rebate, credit or refund of The said taxes or operating expenses, the Landlord shall refund to the Tenant the prorated share of any such rebate, credit, or refund. If said rebate should result in a permanent reduction to the afore mentioned operating costs or taxes, the Rent hereunder shall be reduced in a corresponding manner.

5. **Conditional Obligation of the State:**

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, 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. 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 and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the 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 clauses below, indicating the selection with an "x")**

The Landlord shall furnish, and the Tenant shall remit reimbursement for, all utilities except those listed Below:

OR:

The Landlord shall at his own and sole expense furnish all utilities, except those listed below:

Utilities and maintenance items not included in the statement selected above shall be defined as the (document the utilities not to be provided in the space below, or further define in Exhibit E)

The Tenant shall be responsible for making direct payment to the providers of telecommunications and/or internet or other data services.

The Landlord agrees to furnish heat and air-conditioning to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) the temperature of the Premises during the Tenant's business hours shall be maintained within the range of 68 to 75 degrees F, and humidity shall be within the range of 20 to 60 percent. Heating and air-conditioning shall also be provided to the common hallways, stairways, elevators and lavatories during the Tenant's business hours. Tenant agrees that provision of heat 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 ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides air-conditioning and humidity control, then the foregoing requirements for cooling and artificially controlled humidity do not apply.

7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same:**  
7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* Providing a regional office for the Department of Safety, Emergency Medical Services

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

See Exhibit E for text modifying 7.1 Use of Premises.

8. **Maintenance and Repair:**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "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 shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. 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 Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, 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, the 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 is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

8.2 **Janitorial Services:** *(Select one of the options below by marking the appropriate box)*

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 the Tenant's responsibility.

8.3 **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 fifteen (15) 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 Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

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

9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, 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 alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

9.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing, accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.

9.1.2 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 all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

9.1.3 The Landlord, 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.

**9.2 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. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

10. **Improvements to the Premises:**  Selected (*applicable only if the "improvements" are to be performed and paid for by the landlord*) The Tenant and Landlord have agreed that prior to the commencement of the Term, the Landlord will make certain additions, alterations, and 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 as described in detail within the specifications and plans for improvements set forth, or attached as, Exhibit D Part III hereto. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

**10.1 Plans, Standard of Work, etc.:** All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.

**10.1.1 Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

**10.2 Landlord's Delay in Completion; Tenant's Options:**

**10.2.1 Extension of Time for Completion:** If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) 30 days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) 15 days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

**10.2.2 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, in which event the rent hereunder shall be decreased by the 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 its' 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:** In accordance with paragraph 3.2 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 shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.
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 of 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.
14. **Assignment and Sublease:** ~~This lease shall not be assigned by the Landlord or Tenant without the prior written consent of 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. See Exhibit E for text replacing 14 Assignment and Sublease~~  
See Exhibit E for text replacing 15 Insurance
15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain 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. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".~~
- 15.1 **Waiver of Subrogation:** *(optional clause, applicable only if selected)*  Selected  
Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary; each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.
16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all 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, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
17. **Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, casualty 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, casualty, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 **Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 **Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking. 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:
- 18.1.1 **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:
- 18.1.2 **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.



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 surrender the Premises to the Landlord, together with 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 and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **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.~~  
See Exhibit E for text replacing 20 Broker's Fees and Indemnification
21. **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.
22. **Miscellaneous:**
- 22.1 **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.
- 22.2 **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.
- 22.3 **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.
- 22.4 **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.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **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.
- 22.7 **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.
- 22.8 **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.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **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 adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.



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 Safety

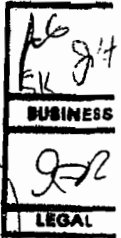
Authorized by: (give full name and title)

*Wendy J. Kelly*  
*Director of Admin*

LANDLORD: (give name of either the corporation or the individual) Miracle Mile Realty, LLC, by its  
Manager, Richmond Lebanon Development LLC

Authorized by: (give full name and title)

Philip Paston *Manager*



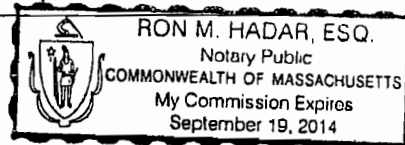
NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: MA COUNTY OF: Middlesex

UPON THIS DATE (insert full date) 2/12/09, appeared before me (print full name of notary) RON M. HADAR the undersigned officer personally

appeared (insert Landlord's signature) Philip Paston who acknowledged him/herself to be (print officer's title, and the name of the corporation) the Manager of Richmond Lebanon Development LLC, which is the Manager of Miracle Mile Realty, LLC and that as such Officer, 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 and seal)

*[Handwritten signature of Ron M. Hadar]*



APPROVALS:

For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".

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

Approval date: 3-19-09

Approving Attorney: *Rosanna Fiedt*

Approved by the Governor and Executive Council:

Approval date: \_\_\_\_\_

Signature of the Deputy Secretary of State: \_\_\_\_\_

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

**EXHIBIT A**

**Exhibit A:** *Replace this page with an accurate floor plan of the leased premises, labeled "Exhibit A". Illustrate the extent of the premises that are for the Tenant's exclusive use, making notation of any shared space such as entrance lobbies, stairs, elevators or rest rooms.*

In addition to use of the Premises shown in the floor plan attached herein as Exhibit A-1 and as documented in paragraph 2 of the Agreement, The Tenant and the Tenant's staff members and visitors shall have the right to use in common with others the parking areas adjacent to the building to which the Premises are a part. Such use shall be free of additional charge, included in the rent set forth herein.

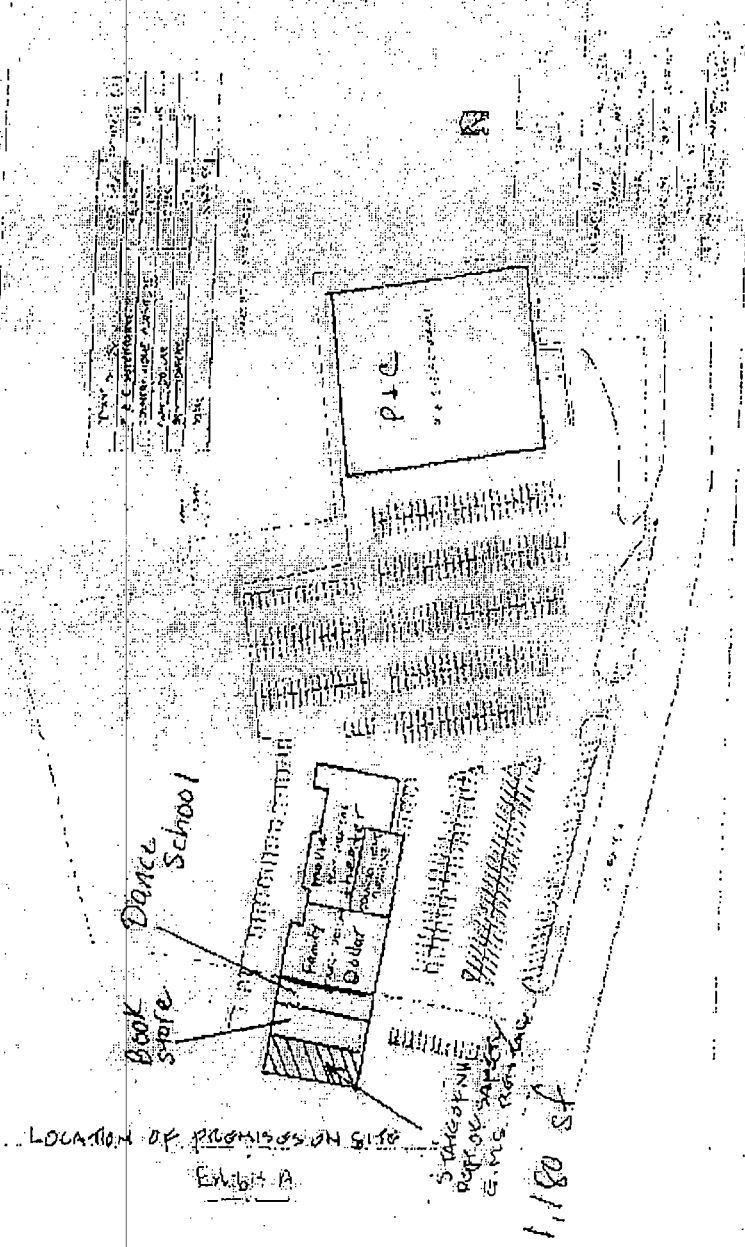
The Premises are a part of the building and site shown in the site sketch attached herein as Exhibit A-2.



Exhibit A-2

LEBANON, NH #1086

DATE	10/27/01
BY	...
PROJECT	...
DESCRIPTION	...
APPROVAL	...
DATE	...



**EXHIBIT B**

**Exhibit B:** *If the annual rent is not as defined in section 4.1 herein, provide a monthly rental schedule of annual payments due during the initial Term, and during any optional extensions to the Term. Document any and all supplemental provisions that define or effect the annual rent.*

**RENTAL SCHEDULE**

The Premises are comprised of 1,180 square feet of "rental space" which includes the Tenant's use of the shared (with adjacent tenant) unisex rest room for the building to which the Premises are a part; this figure is used to calculate the "square foot cost" set forth below.

The rent due for the 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	% increase per year
1	July 1 2008 –June 30 2009	\$15.00	\$1,475.00	\$17,700.00	
2	July 1 2009 –June 30 2010	\$15.00	\$1,475.00	\$17,700.00	
3	July 1 2010 –June 30 2011	\$15.00	\$1,475.00	\$17,700.00	
4	July 1 2011 –June 30 2012	\$15.60	\$1,534.00	\$18,408.00	4%
5	July 1 2012 –June 30 2013	\$16.22	\$1,595.36	\$19,144.32	4%
Total for five-year term:				\$90,652.32	

\* See Exhibit E Special Provision 1 for text modifying the standard provisions of the Term.

### EXHIBIT C

**JANITORIAL SERVICES:** *If janitorial services for the leased space are to be provided by the Landlord, (as stipulated in section 8.2 herein) define what those services will be, and how often they will be performed.*

The Tenant (or Tenant's agents) shall be responsible for provision of janitorial services to the areas of the Premises to which they have "exclusive use"; see "Exhibit A" herein for a floor plan depicting the demise of the "exclusive use" area. The Tenant shall provide all dusting, vacuuming, cleaning and daily removal of office rubbish from the Premises. The Tenant shall have the right to utilize the Landlord's dumpster - supplied at the site to which the Premises are a part - for the daily disposal of office rubbish.

## EXHIBIT D

### Provisions for "barrier - free" access, renovations, "clean air compliance", and recycling.

**Part I** "Barrier-Free" access is to be provided by making certain alterations (if any), which are to include all recommendations for change requested by the "Architectorial Barrier-Free Access Committee" in "Exhibit G" herein. *Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access. Define who (Landlord or Tenant) shall be responsible for the cost, and the time frame allowed for completion.*

The following renovations and alternations shall be provided as described herein, and as set forth in Section "9 Alterations" which requires compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (ICC/ANSI A117.1-1998 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations). When applicable, renovation plans shall be submitted to the local authority having jurisdiction (i.e. the building inspector) for approval.

1. No later than ~~September 30<sup>th</sup>, 2008~~, April 15, 2009 (due to retroactive submittal and authorization of the Agreement herein, the date for completion has been extended) the Landlord shall, at the Landlords sole expense, complete provision of all renovations and improvements depicted in the plan and specification notes attached herein as "Exhibit D part III: Site improvements to be provided by the Landlord". Said provision shall be provided in conformance with the attached specifications and drawings, and in compliance with all applicable codes. In addition to the foregoing, the following shall be provided:
  - a. Public Entry Door Threshold: At the Tenant's public entrance door patch/provide eased edge over existing "trough" located in concrete sidewalk directly in front of the door threshold.
  - b. Interior door leading from Tenant Premises into "other occupant and common area" space: The existing door sticks and is very hard to open, requiring more than 5 pounds of force/effort. Repair the door to remedy the "sticking" and provide a closer which requires no more than 5 pounds of effort to operate.
  - c. Items currently stored/located in the "other occupant" space abutting the Premises through which the Tenant must travel to reach the second exit and the common area rest rooms, shall be moved/removed in order to provide/restore an "accessible path of travel" in conformance with the codes listed herein. The clear path of travel shall be at least 36" throughout the hallway, with at least 18" of clear floor space on all doors that pull open and code compliant turn spaces on either side.
  - d. Interior signs: Remove the existing (non-raised character) signs located on the rest room doors, for they conflict with the content of the code compliant/proper designation signs which are located on the walls adjacent to the latch side of each door.
  - e. Janitors sink in common area: Provide a heavy duty mat with raised edges of 1/4" underneath the sink, thereby providing a detectable means (touch on cane) of warning for sight impaired persons.
  - f. Flush tank on accessible toilet: provide and install a new/replacement flush tank (custom order through plumbing supply company may be necessary) on the existing toilet in order to provide a flush lever located on the proper/required side on the toilet. Said lever must be on the "approach" side (not the wall side) of the toilet.
  - g. Mirror in accessible rest room: Lower the installation height of the mirror providing the lower reflective edge at no more than 40" above the floor.
  - h. Parking Lot: Provide new/renovated layout as depicted in the attached plan titled "Exhibit D, parking lot renovation sketch". Renovations to be provided by the Landlord include all work specified in said sketch, including:
    - i. Reconfiguration of the accessible parking spaces and access aisle. Landlord to provide revised placement of the two accessible spaces and access aisle as shown in the attached sketch; repainting the lines and symbols in the parking area to provide the layout shown.
      1. Permanent parking signs: 3 new signs ("accessible reserved parking", "van accessible reserved parking", and "no parking") shall be provided as shown in the attached sketch. Each sign shall be mounted with the lower edge at 60" high.
    - ii. Repair of all cracks and pavement decay at the accessible parking spaces, access aisle and path of travel to the Tenant's premises. Renovations to be provided by the Landlord" a new "Van Accessible parking space" shall be provided adjacent to the Tenant's public entry. Said provision shall include paving, provision of new painted parking spaces and access aisle designation stripes and the provision of a new "Van Accessible" designation sign.
    - iii. Provide a designated path of travel from the accessible parking spaces to the Premises. Provide a new min. 36" wide crosswalk – designated with painted yellow diagonal lines – from the accessible parking space access aisle to the sloped curb area serving the Tenant's public entrance.

2. No later than 30 days after the inception of the Term, the Tenant shall, at the Tenant's sole expense, complete provision of the following:
  - a. All items currently stored/located in the hallway of the Premises (in the area to which the Tenant has exclusive use) shall be moved/removed in order to provide/restore an "accessible path of travel" in conformance with the codes listed herein. The clear path of travel shall be at least 36" throughout the hallway, with at least 18" of clear floor space on the latch side of all doors that pull open.

**Part II** Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "certificate of compliance") or shall be attained as follows:  
The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Radon/Indoor Air Quality Program" shall be completed no later than thirty (30) days after Tenant's occupancy.

No later than thirty (30) days after a copy of the executed (approved by the State of New Hampshire Governor and Executive Council) Agreement has been delivered to the Landlord, the Landlord shall have the Premises tested for compliance with State of NH "Clean Air" standards. The Landlord (at the Landlord's sole expense) shall be responsible for provision of all testing, which shall be conducted by an appropriately accredited consultant in compliance with Env-A 2200, and shall submit their certified testing results to the State of NH's Department of Environmental Services requesting their "certification of compliance" with "Clean Air" standards for the Premises. If the testing results show the Premises fail to comply with Clean Air requirements, the Landlord shall consult with the Dept. of Environmental Services, and the consultant that performed the testing, to ascertain the manner in which correction of the deficiencies can be made. After determination is made regarding how to correct deficiencies, the Landlord - at the Landlord's sole expense - shall, if repair of said deficiency is economically feasible, provide all renovations and/or repairs to the air handling systems of the Premises required to correct the deficiencies. Any and all required renovations or repairs to the air handling system shall take place within a reasonable time frame, which shall in no instance exceed six (6) months from the date the deficiency was initially discovered. Subsequent to the completion of any and all repairs, the Landlord shall have the Premises tested for compliance again, and shall again submit the certified results to Environmental Services requesting "certification of compliance" with Clean Air standards. Notwithstanding the foregoing, if provision of the repairs required to bring the air handling system into compliance with "Clean Air" standards is judged uneconomically feasible by the Landlord, the Landlord shall have the right to terminate the agreement herein upon serving sixty (60) calendar days prior written notice to the Tenant.

**Part III** **Improvements, Renovations or New Construction:** *Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.*

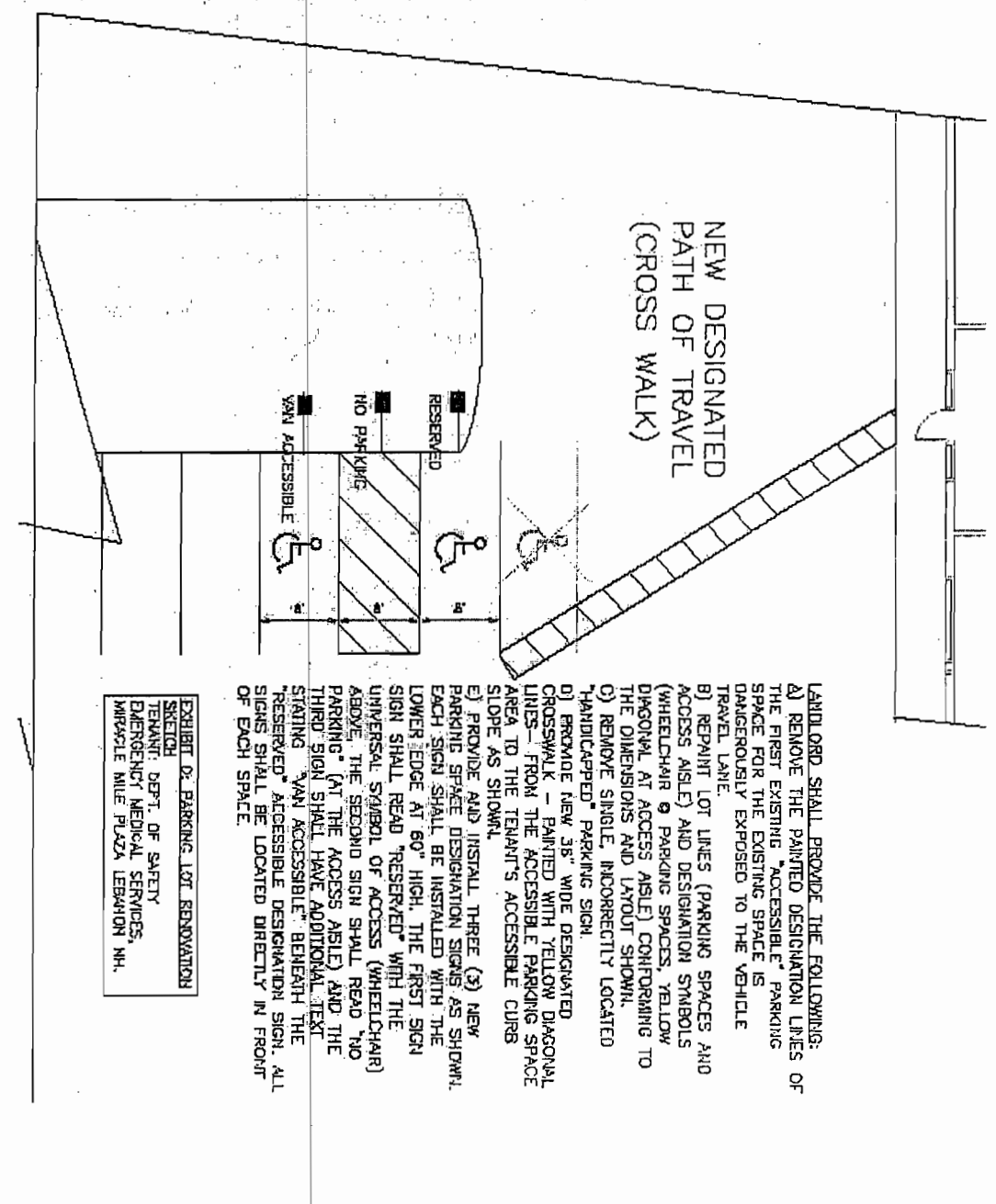
The Landlord shall repair/replace any and all expired lamps within exit fixtures no later than thirty days after the inception of the term.

**Part IV** **Recycling:** *document whether or not there is a readily accessible community-recycling program the leased premises will utilize.*

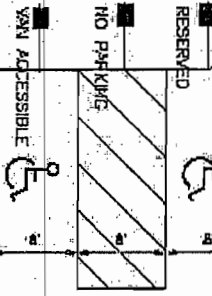
The Tenant shall utilize any recycling services that become readily available at the Premises during the Term herein.



**Exhibit D Part III: Site improvements to be provided by the Landlord**



NEW DESIGNATED  
PATH OF TRAVEL  
(CROSS WALK)



- LANDLORD SHALL PROVIDE THE FOLLOWING:
- A) REMOVE THE PAINTED DESIGNATION LINES OF THE FIRST EXISTING "ACCESSIBLE" PARKING SPACE FOR THE EXISTING SPACE IS DANGEROUSLY EXPOSED TO THE VEHICLE TRAVEL LANE.
  - B) REPAINT LOT LINES (PARKING SPACES AND ACCESS AISLE) AND DESIGNATION SYMBOLS (WHEELCHAIR) PARKING SPACES, YELLOW DIAGONAL AT ACCESS AISLE) CONFORMING TO THE DIMENSIONS AND LAYOUT SHOWN.
  - C) REMOVE SINGLE, INCORRECTLY LOCATED "HANDICAPPED" PARKING SIGN.
  - D) BRIDGE NEW 36" WIDE DESIGNATED CROSSWALK - PAINTED WITH YELLOW DIAGONAL LINES - FROM THE ACCESSIBLE PARKING SPACE AREA TO THE TENANT'S ACCESSIBLE CURB SLOPE AS SHOWN.
  - E) PROVIDE AND INSTALL THREE (3) NEW PARKING SPACE DESIGNATION SIGNS AS SHOWN. EACH SIGN SHALL BE INSTALLED WITH THE LOWER EDGE AT 60" HIGH. THE FIRST SIGN SHALL READ "RESERVED" WITH THE UNIVERSAL SYMBOL OF ACCESS (WHEELCHAIR) ABOVE. THE SECOND SIGN SHALL READ "NO PARKING" (AT THE ACCESS AISLE) AND THE THIRD SIGN SHALL HAVE ADDITIONAL TEXT STATING "VAN ACCESSIBLE" BENEATH THE "RESERVED" ACCESSIBLE DESIGNATION SIGN. ALL SIGNS SHALL BE LOCATED DIRECTLY IN FRONT OF EACH SPACE.

EXHIBIT D: PARKING LOT RENOVATION  
SKETCH  
TENANT: DEPT. OF SAFETY  
EMERGENCY MEDICAL SERVICES,  
MIRACLE MILE PLAZA LEBAHON NH.

EXHIBIT E  
SPECIAL PROVISIONS

The parties' agreements concerning modifications (if any) to the foregoing standard provisions of this lease are as set forth below: *document any and all modifications, deletions or additions to, the standard text of the lease.*

**SPECIAL PROVISIONS TO THE LEASE:**

**Special Provision 1:**

*Modification to 3.1 Term:*

Notwithstanding the standard provisions of paragraph 3.1 Term, after the initial twelve (12) months of the Term, the Landlord shall have, at the Landlord's option, the right to terminate this Agreement in advance of the termination date set forth in this part. Said option to terminate in advance shall require the Landlord to serve the Tenant twelve (12) months advance written notice to vacate the Premises, thereupon all rights and obligations set forth hereunder shall cease.

**TEXT REPLACING OR MODIFYING THE STANDARD PROVISIONS OF THE LEASE:**

- 3.4 Conditions on the Commencement and Extension of Term: The standard provision is deleted, replaced by the following:**  
Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of the Term, and any extensions thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, since request for said approval was not submitted prior to the date specified for commencement of the Term, the Tenant shall request retroactive approval effective to the date set forth in 3.1 "Term" which is July 1<sup>st</sup>, 2008. In the event that said request for approval is denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.
- 7.1 Use of Premises; Compliance with Laws and Regulations Affecting the Same: Use of Premises is modified by the following:** Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that the Tenants use of the Premises shall be for office related purposes only.
- 14. Assignment and Sublease: The standard provision is deleted, replaced by the following:**  
This lease may assigned by the Landlord to future owners and/or mortgages of the property to which the Premises are a part without the Tenant's prior written consent. The Tenant may not 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: The standard provision is deleted, replaced by the following: (amended 02/24/2009)**  
During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain 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 general liability minimum protection in limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate as well as an Excess/Umbrella Liability with limits of not less than two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".
- 20. Broker's Fees and Indemnification: The standard provision is deleted, replaced by the following:**  
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. The broker "David Gilmer Associates" has dealt with the Tenant with respect to this lease agreement, however all claims, fees or commissions are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims. The Tenant has dealt with no broker other than "David Gilmer Associates".

*2/25/09*

**EXHIBIT F**

**Certificate of Insurance:** *This page is to be replaced by a copy of the Landlord's certification of insurance for the Leased premises.*

EXHIBIT G

Barrier-Free Access: Attach the "Recommendation Concerning Lease Approval" letter, issued by the "Architectural Barrier-free Access Committee" of the "Governor's Commission on Disability", wherein recommendations concerning approval, conditions for approval, or disapproval, of the leased premises are given.



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION ON DISABILITY

ARCHITECTURAL BARRIER-FREE DESIGN COMMITTEE

John F. Lynch, Governor  
Paul Van Blarigan, Chairman  
Curtis N. Nolin, Executive Director

David Grewson, Chair  
Karl McKinster, Vice Chair

57 Regional Drive  
Concord, NH 03301-8518  
(603) 271-2773  
1-800-852-3405 Toll Free  
(603) 271-2837 FAX

Direct Line (603) 271-4177  
Website: www.nh.gov/disability/bccommittee.html

May 20, 2008

To The Honorable Governor John Lynch and Members of the Executive Council:  
Requested Action

Recommendation Regarding Lease Approval

**Lessee:** Department of Safety, Division of Fire Standards and Training and Emergency Medical Services  
**Location:** 400 Miracle Mile, Suite #1, Lebanon, NH 03786  
**Lessor:** Miracle Mile Realty, LLC, 23 Concord Street, Wilmington, MA 01877  
**Term:** July 1, 2008 - June 30, 2013 with NO Extensions

The Architectural Barrier-Free Design Committee respectfully recommends that the subject Lease Renewal for approximately 1,180 square feet, be approved with the following conditions:

1. 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 (ICC/ANSI A117.1-1998 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e. the Building Inspector) for approval.

The following conditions, #2, #3, #4, #5, #6, #7, #8, #9 and #10 are to be completed by the Lessor (Landlord) no later than thirty (30) days after the inception of the term:

Previous condition from letter of recommendation dated April 21, 2003 that was completed but is not in compliance with the applicable codes. Designate two accessible parking spaces with a 96" access aisle between these two spaces. The space with the access aisle to the right shall be 98" wide and marked with a sign that says "Reserved - Van Accessible." The space with access aisle to the left shall be 60" wide and marked with an upright sign that says "Reserved - Accessible Parking."

This condition is reworded as follows:

2. Per Exhibit D, Part I and Part III, relocate the two accessible parking spaces and the shared access aisle, in compliance with ANSI 1996.602 and ADAAG 4.8.3, LAHJ approval required.

3. Per Exhibit D, Part I and Part III, install parking signs for the accessible parking spaces, with an additional "Van-Accessible" sign for the van-accessible parking space, directly in front of each accessible parking space with the bottom edge of each sign at least 60 inches above the parking space surface, in compliance with NH RSA 265: 73-a and ANSI 502.7. LAHJ approval required.
4. Per Exhibit D, Part I and Part III, provide and designate an accessible path of travel from the access aisle to the entrance, in compliance with ANSI 302 and 502.

Previous condition from letter of recommendation dated April 21, 2003 that has not yet been completed: Repair the transition from the sidewalk to the threshold of the front door.

This condition is reworded as follows:

6. Per Exhibit D, Part I and Part III, repair the gap in the joint between the concrete landing and the threshold at the public entrance doors so that the walking surfaces do not have any abrupt changes in level, in compliance with ANSI 402, Accessible Route and ANSI 403, Walking Surfaces.

Previous condition from letter of recommendation dated April 21, 2003 that has not yet been completed: Reduce the opening pressure on all doors to 5lb maximum.

This condition is reworded as follows:

6. Per Exhibit D, Part I and Part III, reduce the opening force on all interior doors so that opening the door requires no more than 5 pounds of force, in compliance with ANSI 404.2.8.
7. Per Exhibit D, Part I and Part III, maintain a clear path of travel throughout that is at least 36-inches wide by removing items that obstruct the path of travel, in compliance with ANSI 403.5.
8. Per Exhibit D, Part I and Part III, provide at least 18 inches of clear floor space on the pull side of all doors, in compliance with ANSI 404.2.
9. Per Exhibit D, Part I and Part III, for the accessible toilet room, modify the flush control so that the lever is located on the room side of the water closet, in compliance ANSI 2003 604.6 and ADAAG 4.18.2.
10. Per Exhibit D, Part I and Part III, for the accessible toilet room, lower the existing mirror so that the bottom edge of the reflecting surface is no higher than 40 inches above the floor, in compliance with ANSI 603.3.
11. Per Exhibit D, Part I and Part III, install a rubber mat under the Janitor's sink, thus providing a touch-on-cane detectable warning for the sink, as it is a protruding object per ANSI 307.


The following conditions, #12 and #13, are to be completed by the Lessee (Tenant) no later than thirty (30) days after the inception of the term:

12. Per Exhibit D, Part I and Part III, maintain a clear path of travel throughout that is at least 36-inches wide by removing items that obstruct the path of travel, in compliance with ANSI 403.5.
13. Per Exhibit D, Part I and Part III, provide at least 18 inches of clear floor space on the pull side of all doors, in compliance with ANSI 404.2.

This recommendation is based upon the site survey completed by Administrative Services with the assurances that this facility will be reasonably accessible upon completion of the Exhibit D renovations.

Should future inspection prove that areas of non-compliance exist, the agency should either withhold rent until the landlord brings the facility into compliance or the agency should negotiate to remedy the non-complying areas with the state.

Respectfully Submitted and Approved by the Architectural Barrier-Free Design Committee:

  
David Gleason, Chair

dlk

cc: Mary Belec, Administrator, Planning and Management, Administrative Services

**NOTE: Previous Conditions from Letter of Recommendation dated April 21, 2003 to be completed prior to occupancy and in compliance with all applicable codes and regulations: Term: May 1, 2003 - April 30, 2006 with one Two-Year Extension**

1. Existing female restroom.
  - Reduce pressure on door to 5lb maximum.
  - Remove chest and cart (from the side of the toilet) as they interfere with the clear floor space for wheelchair maneuverability.
  - Insulate pipes underneath the sink.
  - Remove the portable heating unit as it interferes with the clear floor space for wheelchair maneuverability.
  - Recreate paper towel dispenser.
  - Recreate light switch or install a motion detector light switch.
  - Install an audible/visual fire alarm.
  - Install a Unisex restroom sign to the side of the door. This sign must have raised letters and Braille.
2. Existing men's room.
  - Install a Unisex restroom sign to the side of the door. This sign must have raised letters and Braille.
  - Install an audible/visual fire alarm.
3. Lower the fire extinguisher by the back door.
4. Install audible/visual fire alarms in all public spaces.
5. Install lever hardware on all doors used by the public.
6. The double doors leading to the restrooms should remain in the open position at all times and released only when the fire alarm activates.
7. Reduce the opening pressure on all doors to 5lb maximum.
8. Repair the transition from the sidewalk to the threshold of the front door.
9. Designate two accessible parking spaces with a 96" access aisle between these two spaces. The space with the access aisle to the right shall be 98" wide and marked with a sign that says "Reserved - Van Accessible." The space with access aisle to the left shall be 80" wide and marked with an upright sign that says "Reserved - Accessible Parking." The best location for these spaces is in front of the religious store, slightly to the right of the entrance of the proposed premises for this lease.