



New Hampshire
Employment
Security

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE
45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

July 24, 2014

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

100% Federal

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to exercise its option to extend for an additional two years its lease agreement with David and Cindy Hicks (VC# 223844) of 120 Main Street, Colebrook NH, in the amount of \$13,843.20, for the continued operation of the Workers Assistance Center located at 118 Main Street, Suite 2A, Colebrook, NH from November 1, 2014 through October 31, 2016. The original submission was approved by Governor and Council as item #16 on October 26, 2011.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2015 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02 - 27 - 27 - 270010 - 8040	DEPT OF EMPLOYMENT SECURITY			
			SFY 2015	SFY 2016
10 - 02700 - 80400000 - 022 - 500248	Rental, Non-State		\$ 4,614.40	\$ 6,921.60
	Vendor Code: 223844 David and Cindy Hicks			\$ 2,307.20
	RQ#: TBD			

EXPLANATION

NHES is requesting approval of the attached lease agreement extension with David and Cindy Hicks for rental of office space in Colebrook, New Hampshire. NHES believes it is important to continue operation of a Workers Assistance Center for all North Country residents thereby eliminating additional financial hardship for workers who would otherwise have to travel long distances for direct access to re-employment and training services.

The lease contains a base rental charge of \$12.70 per square foot which is \$576.80 monthly, \$6,921.60 annually; this rate will remain fixed (no escalation) over the two year term. All utilities are included in the monthly rental cost. Approval of this lease will allow the Department to continue to provide uninterrupted services to the region.

Respectfully submitted,

Richard J. Lavers
Deputy Commissioner

RJL/jdr
Attachments

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

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

DATE: July 25, 2014

SUBJECT: Attached Lease Extension;
Approval respectfully requested

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

LESSEE: NH Employment Security, 45 South Fruit Street, Concord, NH 03301

LESSOR: David and Cindy Hicks, Suite 2A 120 Main Street, Colebrook NH 03576

DESCRIPTION: Lease Extension: Approval of the enclosed will authorize Employment Security to exercise an option provided by Section 3.4 of their current lease to extend the term of the 545 square foot "Workers Assistance Center" serving North County residents located on the 2nd floor of 118 Main Street, Colebrook NH. The rate for this "extension" shall be as provided in "Exhibit B – Rental Schedule" of the original (current) lease.

TERM: Two (2) years: commencing November 1, 2014 expiring October 31, 2016

RENT: \$6,921.60 annually which is approx. \$12.70 per square foot payable as \$576.80 monthly. The annual rent shall remain fixed (0% escalation) for the two year term.

JANITORIAL: Lessor provides for common/shared areas, Lessee provides in their suite
UTILITIES: Included in annual rent

2-YR TOTAL: \$13,843.20

PUBLIC NOTICE: Not required (see DAS Adm 610 AGENCY LEASES) for exercise of an "option to extend"

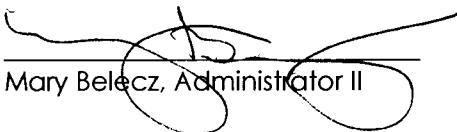
CLEAN AIR PROVISIONS: None applicable to an extended term

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


OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT
STANDARD LEASE EXTENSION FORM**

- **Advance notice to Landlord of Tenant exercising their option for Lease Extension:**
As provided by section 3.4 "Extension of Term" in the original "State of New Hampshire" lease contract agreement (**copy attached herein**) the "Tenant" who is the State of NH, acting through the Department of: **Employment Security**

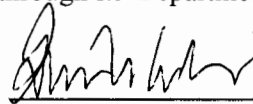
Hereby notifies the "Landlord", who is identified in the original lease agreement as: **David and Cindy Hicks** that the Tenant hereby gives written notice of their intent to exercise the option to extend the lease term.

The inception of the extension of term: The effective dates of the extension shall be as set forth in the original lease contract, commencing: **on the first day of November, in the year 2014, and ending on the 31st day of October, in the year 2016.**

- **The rent during the extension of term** shall be as set forth in the original contract. In order to preclude any misunderstanding between the Landlord and Tenant, the rate documented for each year of the extension is hereby reiterated: **Rent is \$576.80 per month for each of 24 months of two year extension.**
- **Copy of the Landlord's current "Certificate of Insurance" requested:** In order to assure continued compliance with the original lease provisions as set forth in section 15 "Insurance", please remit to the Tenant (within 30 days of receipt of this notice) a copy of the current certificate of insurance applicable to the leased premises. The Tenant shall attach the current certificate to this document, submitting them to the Department of Justice and the Governor and Executive Council as proof of continued compliance with the original terms and conditions of the lease.
- Notwithstanding the foregoing provisions, it is hereby understood that the commencement of this "extension of term" is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire. In the event that said approval request is denied, then the Lease extension shall thereupon immediately terminate, and all contractual lease obligations of the parties hereto shall cease.

OFFICIAL NOTICE GIVEN BY TENANT: The State of New Hampshire, acting through its' Department of Employment Security

Authorized by: (give full name and title) George N. Copadis, NHES Commissioner



OFFICIAL NOTICE RECEIVED BY LANDLORD:

Received by Landlord: (give full name and title)

Cindy Hicks Landlord
David Hicks Landlord

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

Approval date: _____

7/7/14

Approving Attorney: _____



Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
6/27/2014

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

AGENCY Infinger Insurance 234 White Mountain Highway P.O. Box 2010 Conway NH 03818		PHONE (A/C, No. Ext): (603) 447-5123	COMPANY Travelers Ins. Co. 99 South Main Street P.O. Box 3008 Fall River MA 02722-3008	
FAX (A/C, No.): (603) 447-5126	E-MAIL ADDRESS: nate@infingerinsurance.c			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00166169		LOAN NUMBER		POLICY NUMBER Y-660-2D776547-TIA-13
INSURED P.A. Hicks & Son, Inc. 120 Main Street Colebrook NH 03576		EFFECTIVE DATE 6/17/2014	EXPIRATION DATE 6/17/2015	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION Loc# 00001/Bldg# 00001 118-120 Main Street Colebrook, NH 03576
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building, Replacement Cost, Special (Including Theft) - Detail	2,688,066	2,500
Busines Personal Property, Replacement Cost, Special (Including	631,000	2,500

REMARKS (Including Special Conditions)

EPI issued to show proof of building coverage to leasee, NH Employment Security, 45 South Fruit Street, Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

David & Cindy Hicks 38 Lyons Lane Colebrook, NH 03576	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> Loss Payee & Add'l Insd
LOAN #		
AUTHORIZED REPRESENTATIVE Nate Infinger/MMAC		



**New Hampshire
Employment
Security**

www.nh.gov/nhes

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

32 SOUTH MAIN STREET
CONCORD, NH 03301-4857



TARA G. REARDON, COMMISSIONER

DARRELL L. GATES, DEPUTY COMMISSIONER

October 12, 2011

#16
10/26/11

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

Requested Actions

- To authorize New Hampshire Employment Security (NHES) to enter into a new lease agreement with David and Cindy Hicks (VC# 223844) for rental of 545 square feet of office space located at 118 Main Street, Suite 2A, Colebrook, New Hampshire. The initial term of the lease is for a period of three (3) years beginning November 1, 2011 through October 31, 2014 at a cost of \$6,720.00 annually. There is an option to extend the term for an additional two (2) years; however, if the option is exercised it will be submitted to Governor and Council for separate authorization. The initial three-year total cost limit would be \$20,160.00.
- NHES requests "waiver" from "Clean Indoor Air" (RSA 10:B) testing requirements for the rental Premises from the State of NH Governor and Executive Council, application for this waiver is based upon the following statutory provision:

RSA 10-B:4 Exceptions II. The governor and council, upon recommendation by the director of plant and property management or other state agency authorized to build, acquire, or lease office space, may suspend the enforcement of all or part of this chapter or any rule adopted under it upon finding that an emergency or hardship exists which makes compliance with the provisions of this chapter unreasonable.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2012 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

	FY 2012	FY 2013	FY 2014	FY 2015
10 - 02700 - 80400000 - 022 - 500248 Rental, Non-State	\$ 5,040.00	\$ 6,720.00	\$ 6,720.00	\$ 1,680.00

Vendor Code: 223844 David and Cindy Hicks

RQ#: 124332

Explanation

- NHES is requesting approval of the attached lease agreement with David and Cindy Hicks for rental of office space in Colebrook, New Hampshire. NHES believes it is important to continue operation of a Workers Assistance Center for all North Country residents thereby eliminating additional financial hardship for workers who would otherwise have to travel long distances for direct access to re-employment and training services.

As required by Administrative Rule Adm 610.06 "Public Notice" NHES solicited a "request for proposal" (RFP) for the lease of office space through advertisements in Public Notice sections of the "Union Leader", concurrently posting the RFP on the Bureau of Planning and Management's web site. Responses were received from two parties offering two different locations. The lowest cost proposal over the term of the agreement was selected.

NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary aids and services are available upon request of individuals with disabilities

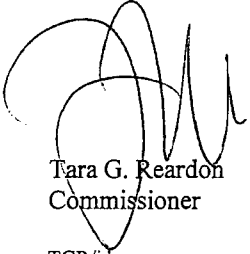
Telephone (603) 224-3311 Fax (603) 228-4145 TDD/ TTY Access: Relay NH 1-800-735-2964 Web site: www.nh.gov/nhes

The lease contains a base rental charge of \$12.33 per square foot which is \$560.00 monthly, \$6,720.00 annually; this rate will remain fixed (no escalation) over the three year term. All utilities are included in the monthly rental cost.

2. Authorization to Waive enforcement of "Clean Air" testing and conformance is requested from Governor and Executive Council concurrent with the enclosed lease. A fiscal and logistic hardship is imposed by the projected cost of testing which, due to the small size, remote location and low cost of the Premises will be about $\frac{1}{4}$ the total year one rent, an estimated \$2,000. Additional hardship is imposed by the Premises not having a central Heating and Ventilation and Cooling System (HVAC); passive ventilation with base board heat and window mounted seasonal AC units are used, however the presence of a centralized systems is assumed In the protocol for "clean air" testing. It's not fiscally viable to require provision of a new HVAC system, therefore "testing" becomes an unreasonable hardship. There are no known air quality concerns in the Premises, therefore suspension and waiver of enforcement is requested from the Governor and Executive Council.

Approval of this lease will allow the Department to continue to provide uninterrupted services to the region.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tara G. Reardon', written over a circular stamp or seal.

Tara G. Reardon
Commissioner

TGR/jdr

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

1. **Parties to the Lease:** CH.
This indenture of Lease is made this 9/21 day of October, 2011, by the following parties:

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

Name: David and Cindy Hicks

(individual or corporate name)

State of Incorporation: N/A

(if applicable)

Business Address: 120 Main Street

Street Address (principal place of business)

Colebrook NH 03576 (603) 237-5531
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: NH Employment Security

Address: 32 South Main Street

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

Concord NH 03301 (603) 528-9361
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: 118 Main Street, Suite 2A (2nd floor)

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

Colebrook NH 03526
City State Zip

The demise of the premises consists of: Approximately 545 square feet

(provide square footage of the leased space, attach floor plan as "Exhibit A")

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

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

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

Commencing on the 1st day of October, in the year 2011, and ending on the 31st day of October, in the year 2014, unless sooner terminated in accordance with the Provisions hereof.

3.2 **Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Three (3) year(s) commencing on the 1st day of November in the year 2011, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: DCH CH
Date: 9-21-11

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

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

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (*number of options*) One (1) Additional term(s) of Two (2) year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.5 Conditions on the Commencement and Extension of Term:

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

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (*insert month, date and year*) November 1st 2011

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

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

Landlord Initials DAS CH
Date: 7-24-11

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

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

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

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

Exceptions: _____

OR:

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

Exceptions: The Tenant shall be responsible to provide and make direct payments to the service providers for: _____

Telephone, data, and/or cable/video services. _____

Handwritten signature

DD

Tenant's Supply Clean

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

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

Landlord Initials: DASc CH
Date: 9/21/4

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

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

Providing a regional service office for NH Employment Security;

8. Maintenance and Repair by the Landlord:

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

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

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

See Exhibit E "Special Provisions" herein for text replacing Section 8.4 Window Cleaning

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

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

Landlord Initials: DMS CH
Date: 9-21-11

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

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

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

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

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

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

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

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

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

8.10 Interior finishes and surfaces:

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

See Exhibit C "Janitorial Services" herein for text replacing 8.11 Janitorial Services.

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit B herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

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

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

All signs must conform to Town of Colebrook Rules & Regulations and be approved by Planning Board of Colebrook

C.H. [Signature]

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
- See Exhibit E "Special Provisions" herein for text replacing Section 15 Insurance.**
15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~
- 15.1 Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

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

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

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

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

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

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

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

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

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

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

20. **Hazardous Substances:**

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

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

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

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

20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 **Material Safety Data Sheets (MSDS)**

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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

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

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

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

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Cindy Hicks + David H Hicks Sr.
Title: Owner & Property Manager
Address: 118 Main Street, Colebrook NH, 03576 Phone: (603) 237-5531
Email Address: hickshousewares@yahoo.com

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

TENANT'S CONTACT PERSON:

Name: Ernest Liakas
Title: Administrator
Address: 32 S. Main Street, Concord NH 03301 Phone: (603) 229-4412
Email Address: Ernest.Liakas@NHES.NH.GOV

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

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

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

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

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

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

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books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

26. Personnel:

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

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

28. Miscellaneous:

- 28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit E attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: DAW C H
Date: 9-21-11

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 _____
New Hampshire Employment Security

Authorized by: (full name and title) James L. Gde, DEPUTY COMMISSIONER

LANDLORD: (full name of corporation, LLC or individual) David and Cindy Hicks

Authorized by: (full name and title) David H. Hicks Sr. Owner Cindy Hicks owner
Signature

Print: DAVID H Hicks Sr. Owner Cindy Hicks owner
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE
OF: New Hampshire COUNTY OF: Cochs
UPON THIS DATE (insert full date) September 21, 2011, appeared before
me (print full name of notary) Doreen R Smith the undersigned officer personally
appeared (insert Landlord's signature) David H. Hicks Sr.
who acknowledged him/herself to be (print officer's title, and the name of the corporation) NA
_____ 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) Doreen R Smith
DOREEN R. SMITH
Notary Public New Hampshire
My Commission Expires July 28, 2015

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

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

Approval date: 9/21/2011

Approving Attorney: Lisa M. English

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: DHS CH
Date: 9/21/11

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

**EXHIBIT A
DEMISE OF TENANT PREMISES**

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

The Premises are comprised of approximately 545 square feet of 2nd floor space located in "Suite 2A" to which the Tenant shall have exclusive use, and the right to use in common with others the shared/common use spaces located on the 1st and 2nd floors of the building to which the Premises are a part; these common spaces include the public and designated staff entrances, common area corridors, elevator, common area lobbies, and public rest rooms.

1. The layout of the 1st floor common areas (Street level entry, corridor, and elevator) is as shown in the attached plan titled "Exhibit A – 1st Floor".
2. The layout of the 2nd floor common areas and "Suite 2A" to which the Tenant has exclusive use is as shown in the attached plan titled "Exhibit A – 2nd Floor".

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

Public Municipal on-street parking shall be used by the Tenant's visitors and clients, the Tenant's staff shall have the right to use – shared in common with others – the parking & loading area behind the building to which the Premises are a part.

Landlord Initials: DMS CH

Date: 9/21/11

BACK LOADING AND PARKING
AREAS! Tenant staff may use
space if available.

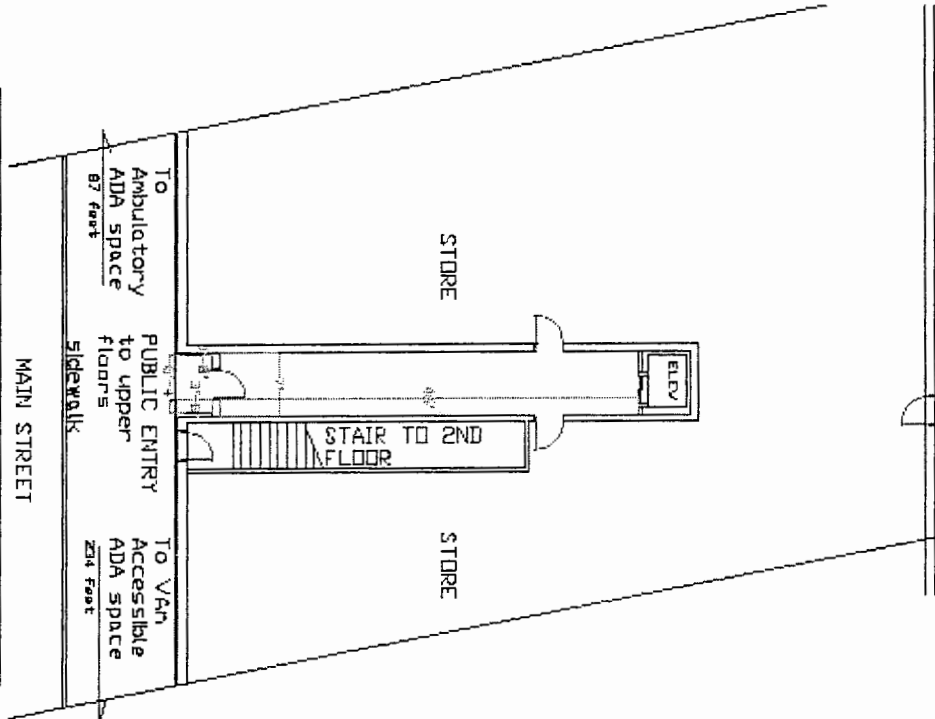
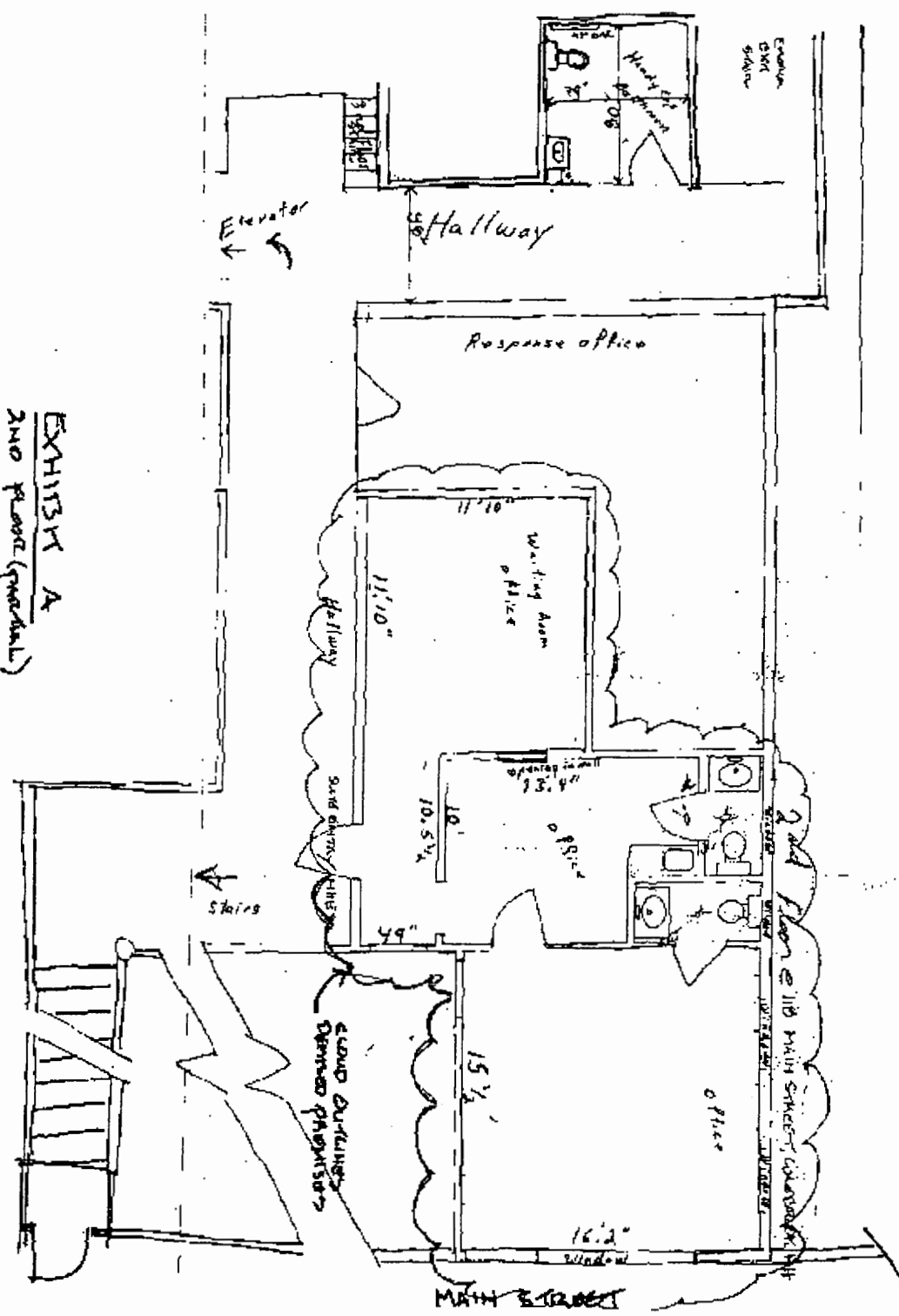


EXHIBIT A, 1st Floor,
COMMON AREAS to the Premises
118 MAIN STREET, COLEBROOK NH

Landlord Initials: DNH/CH
Date: 9-21-11

EXISTH A
 2nd floor (partial)
 118 MAIN STREET, COVINGTON LA



Landlord Initials DFA CH
 Date 9-21-11

**EXHIBIT B
SCHEDULE OF PAYMENTS**

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

The rent due for the Tenant's approximately 545 square foot Premises during the rental Term shall be in accordance with the following rental schedule:

**Rental Schedule:
Initial three (3) year term**

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	% annual escalation
1	November 1, 2011 to October 31, 2012	\$12.33	\$560.00	\$6,720.00	
2	November 1, 2012 to October 31, 2013	\$12.33	\$560.00	\$6,720.00	0%
3	November 1, 2013 to October 31, 2014	\$12.33	\$560.00	\$6,720.00	0%
Total for initial three (3) year term:				\$20,160.00	
Optional two (2) year extension (subject to provisions of 3.4 & 3.5 of the Agreement herein)					
4	November 1, 2014 to October 31, 2015	\$12.70	\$576.80	\$6,922.00	3%
5	November 1, 2015 to October 31, 2016	\$12.70	\$576.80	\$6,922.00	0%
Total for optional two (2) year term extension:				\$13,844.00	

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

The cost of the Landlord's provision of renovations for the Tenant has been amortized into the rental schedule herein; there are NO additional costs or payments due or payable to the Landlord.

Landlord Initials: *DF* *CH*
Date: *7-21-11*

EXHIBIT C

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

1. The Landlord shall be responsible for provision of Janitorial services (at the Landlord's sole expense) to the common areas of Premises, such as the shared entrances, elevator, stairwells, lobbies, and second floor common area rest room.
 - a. The common area entrances, elevator, rest room and corridors shall be vacuumed on an "as needed" basis providing reasonable cleanliness during all business hours, notwithstanding the foregoing, vacuuming shall be provided at least once per week.
 - b. Cleaning and provision of supplies to the 2nd floor Unisex "wheelchair accessible" public rest room shall be at least once per week, and include:
 - i. Provision of consumable supplies such as toilet paper, paper towels and soap.
 - ii. Cleaning to include:
 1. vacuuming of floors
 2. Damp mop cleaning of floors as required
 3. daily rubbish/trash removal
 4. cleaning the sink and toilet
 - c. The Landlord shall dispose of all "bagged" office rubbish that the Tenant places in the central collection area of the Landlord's designation and choosing.

2. The Tenant shall be responsible for provision of Janitorial services (at the Tenant's sole expense) within Suite 2A which is their "exclusive use" area of the Premises, this responsibility shall include:
 - a. Provision of consumable supplies in the two small private rest rooms located within the Suite, including toilet paper, paper towels and soap
 - b. Cleaning of the two small private rest rooms
 - c. Cleaning of the office space within the Suite
 - d. Removal and disposal of office rubbish from waste receptacles, the rubbish shall be bagged and placed for disposal (which shall be provided by Landlord) in a central collection area of the Landlord's designation and choosing.

Landlord Initials DNE, CH
Date: 9-21-11

EXHIBIT D

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

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

Any and all renovations, new construction and alterations shall be provided as described in the documents and drawings set forth herein as "Exhibit D Part III Tenant Improvements", and as set forth in Section "9 Alterations" herein which require compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006, ICC/ANSI A117.1-2003 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).

1. For the purpose of providing improved barrier-free accessibility, prior to the inception of the Rental Term (which is November 1, 2011) the LANDLORD shall complete provision of the following ALTERATIONS as specified below:

a. Existing exterior Public Entry on Main Street:

- i. Replace the current door knob hardware with a lever set (per ANSI 404.2.6).
- ii. Provide a "buzzer" for the potential use of wheelchair users that might find the clearances at the entrance difficult. The buzzer shall be installed on the exterior façade adjacent to the entry situated for easy access upon approach to the door, and installed at no more than 48" high. The buzzer shall, upon activation, provide audible notice at a designated desk in the Tenant's suite, and at a designated counter in the Landlord's adjacent business.
- iii. Provide a sign posted on the exterior wall adjacent to the door advising people to use the "buzzer" to request assistance if they need help opening the door; provide the wheelchair symbol above the advisory text.

b. Public Lobby areas between elevator and Tenant suite: Firmly adhere (perhaps with double stick tape) all area rug edges in order to mitigate any potential trip hazard.

c. 2nd floor Public Unisex Accessible Rest Room - provide the following:

- i. Provide and install a 36" wide grab bar behind the existing toilet with at least 11" inches of the length of that bar provided on the transfer side of the toilet. The bar shall be installed at 33" to 36" above the floor. (per ADAAG 4.16 and ANSI 604.5.2)
- ii. Align (re-install) the existing 42" wide grab bar located beside the toilet to the same height as the new 36" wide grab bar.
- iii. Insulate the pipes beneath the lavatory (per ANSI 606.6)
- iv. Relocate (or provide supplemental) soap dispenser providing it on the wall adjacent to (next to) the sink, with the dispensing level no higher than 48".

Landlord Initials: DAF/LH
Date: 9-21-11

- v. Provide raised character/tactile and Braille text sign for the rest room, the sign shall have the characters for "unisex" and the wheelchair symbol, with brailed text below. Install the sign with the top edge of the sign at 60" high on the wall adjacent to the latch side of each door. (per requirements of ANSI A117.1, Section 703.1, 703.2, 703.3, 703.4 and others)
 - d. Alterations required in Tenant's Suite:
 - i. Replace all existing "knob" door entrance hardware with lever set entrance hardware (per ANSI 404.2.6).
 - ii. For each rest room provide raised character/tactile and Braille text signs, the sign shall have the characters for "unisex" with brailed text below. Install the sign with the top edge of the sign at 60" high on the wall adjacent to the latch side of each door. (per requirements of ANSI A117.1, Section 703.1, 703.2, 703.3, 703.4 and others)
2. The Landlord shall request (said request shall not be binding) the Town of Colebrook to provide the following alterations at a certain two (2) existing "head in" angled "on street" municipal parking spaces; one of these spaces is currently designated as "Handicapped Accessible" and the other space is located beside it, both are on "Main Street" approximately 234 feet from the public entry to the Premises:
- a. At the parking space currently designated as "Handicap" accessible create a "VAN ACCESSIBLE" space by making the following changes:
 - i. Re-stripe the parking space, providing a minimum 8' wide space.
 - ii. Provide and install a new sign reading "RESERVED" on the top portion with the WHEELCHAIR SYMBOL in the center portion and "VAN ACCESSIBLE" on the bottom portion.
 - 1. Install the sign directly in front of the space with the lower edge a minimum of 60 inches above the street,
 - iii. Re-stripe and re-designate the parking space located directly to the right (passenger side) of the above referenced parking space as "NO PARKING" thereby providing a minimum 8' wide access aisle for van's equipped with wheelchair lifts.
 - 1. Paint the asphalt inside this space with yellow diagonal lines to indicate "no parking"
 - 2. Provide and install a new "NO PARKING" sign located directly in front of the space, install the sign with the lower edge a minimum of 60 inches above the street,
 - b. Patch/repair any uneven surfaces or cracks in the alley adjacent to the "NO PARKING" van access aisle in order to provide an accessible path of travel from the access aisle to the municipal sidewalk.

Landlord Initials DNS CH
 Date: 7-21-11

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

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

The Tenant requests "waiver" from "Clean Air" testing requirements from the State of NH Governor and Executive Council concurrent with authorization of the Agreement herein. Application for this waiver is based upon the following statutory provision:

- *RSA 10-B:4 Exceptions II. The governor and council, upon recommendation by the director of plant and property management or other state agency authorized to build, acquire, or lease office space, may suspend the enforcement of all or part of this chapter or any rule adopted under it upon finding that an emergency or hardship exists which makes compliance with the provisions of this chapter unreasonable.*

The Tenant hereby asserts a fiscal and logistical hardship is imposed by the projected cost of testing which, due to the small size, remote location and low cost of the Premises, is projected to cost approximately \$2,000, which is over ¼ the total "year one" rent. Additional hardship is imposed by the Premises not having a central HVAC system – alternately passive ventilation with base board heat and window mounted seasonal AC units are used – however the presence of a central HVAC system is assumed in the protocol for "clean air" testing. It is not fiscally viable to require provision of a new HVAC system, therefore "testing" becomes an unreasonable hardship. There are no know air quality concerns within the Premises, therefore suspension and waiver of enforcement of NH RSA 10-B is requested from the Governor and Executive Council.

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

In addition to the improvements listed in part I above, the Landlord shall provide the following alterations to the Premises prior to inception of the Rental Term:

1. Provide an interior framed window opening on a certain designated (by Tenant) interior wall as a "pass through" between the two offices. The lower edge of the window shall be no higher than 34" above the floor, the width of the pass through shall be at least 36", the height shall be at least 36". Patch and repaint the pass-through wall.

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

The Landlord shall recycle waste products for which markets are available.

Landlord Initials: DNB CH
Date: 9-21-11

**EXHIBIT E
SPECIAL PROVISIONS**

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

- A) **The Standard Provisions of section "8.4 Window Cleaning" are deleted replaced by the following:**

Window Cleaning: The Landlord shall clean the exterior surfaces of all windows in the Premises annually.

- B) **The Standard Provisions of section "15 Insurance" are deleted replaced by the following:**

Insurance: During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000) each occurrence and not less than one million (\$1,000,000) aggregate. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

Landlord Initials: DAF CH
Date: 9-1



CERTIFICATE OF LIABILITY INSURANCE

PAHICK1

OP ID: AO

DATE (MM/DD/YYYY)

09/02/11

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

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

PRODUCER The Insurance Source, Inc. 82 Court St. Keene, NH 03431-1059 Insurance Source House	603-357-2219 FAX 357-8077	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED PA Hicks & Sons Inc David & Cindy Hicks 120 Main Street Colebrook, NH 03576	INSURER A: Peerless Insurance Company		24198
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CBP8030579	06/17/11	06/17/12	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8039281	06/17/11	06/17/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU8062610	06/17/11	06/17/12	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WC8036579	06/17/11	06/17/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500,000
						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Workers Compensation state of coverage: NH.
 All officers included for coverage.

CERTIFICATE HOLDER**CANCELLATION**

NHDEPT5

NH Employment Security
 Attn: Ernest Liakas
 32 South Main St.
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anale Donnell

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STATE OF NEW HAMPSHIRE
GOVERNOR'S COMMISSION
ON DISABILITY

ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE

David Gleason, Chair
Cheryl Killam, Vice Chair
Michelle Bonsteel, Accessibility Specialist

John H. Lynch, Governor
Paul Van Blarigan, Chairman
John Richards, MSW, MBA, Executive Director

Direct Line (603) 271-4177
Email: michelle.bonsteel@nh.gov
Website: www.nh.gov/disability/abcommittee.html

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

August 16th, 2011

To the Honorable Governor John Lynch and Members of the Executive Council

Requested Action

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: NH Employment Security: Colebrook Workforce Opportunity Office
Location: 118 Main Street, Suite 2A (2nd floor), Colebrook NH
Lessor: David and Cindy Hicks, 120 Main Street, Colebrook, NH 03576
Term: December 1st, 2011 through November 30th, 2014

The Architectural Barrier-Free Design Committee respectfully recommends that the subject Lease Renewal approximately 545 square feet of space be **approved, with the following conditions:**

No later than thirty (30) days after the commencement of the Term, the Landlord shall provide the following improvements and renovations to the Premises. Any and all renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC/2006 and ICC/ANSI A117.1/2003 [ANSI citations]), the State Building Code (IBC/2009 as amended, ICC/ANSI A117.1/2003 and NFPA 101 v.2003 for means of egress), 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., Building Inspector, Code Enforcement Officer) for approval.

A. Entrance

1. The landing at the main entrance door is not level with a slope that exceeds 2%. Due to site restrictions with the public sidewalk, it is not reasonable to request that the landing be extended to correct the slope. Install an electronic notification system to alert occupants of customers needing assistance or install a power door opener.
 - i. Install appropriate informational signage at the main entrance door.

B. Unisex Bathroom

2. Provide appropriate signage in accordance with ANSI 703.
3. Insulate the pipes under the sink in accordance with ANSI 606.6.
4. Relocate the soap dispenser to the required accessible height, not to exceed forty-eight (48) inches above the finished floor while providing sufficient clearance from objects, in accordance with ANSI 308.2.2.
5. Provide a grab mounted behind the water closet that is at least 36 inches long, as required by ANSI 604.5.1.

C. Door Hardware:

6. With the exception of closet doors, but including the main entrance door, replace all doorknobs with door hardware of a shape that is easy to operate by one hand and that does not require tight grasping, pinching, or twisting of the wrist to operate, in compliance with ANSI 404.2.6.

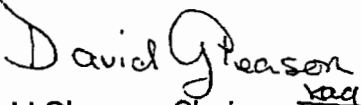
D. Parking Area – Accessible Parking

7. The parking spaces available are on-street spaces only and are the responsibility of the Town of Colebrook. There are accessible parking spaces provided, none of which are dedicated to this facility. The Committee respectfully requests that the Department of Employment Security negotiate with the Town of Colebrook to secure one van-accessible parking space reserved for customers of Employment Security who have mobility related disabilities and have a state-issued wheelchair parking permit or license plate.
 - i. Should negotiations be successful, the van-accessible parking space shall comply with section 303.02 of the NH Code for Barrier-Free Design and ANSI 502.
 - ii. An accessible route from the access aisle adjacent to the parking space to the entrance of the building shall be provided in compliance with ANSI 502.4.1, 402 and 403, and, if needed, curb ramps shall comply with ANSI 406 and section 303.02 of the NH Code for Barrier-Free Design.

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

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

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


David Gleason, Chair

cc: Mary Belec, Administrator, Bureau of Planning and Management

NH Employment Security Administrative Office Security Colebrook Lease
BID OPENING 6/26/11 4:00 PM
2 RFPs Distributed 2 Bids Submitted: 1 Ad Response; 1 NHES Database Response

Vendor	Address/Bid Ascertained Via	Telephone	Walk Through/Reason for Not Bidding
Ed Carrier nicksloop@yahoo.com	PO Box 193 Colebrook, NH, 03576	(603) 237-8046	\$560 per month, 3% increase next two years
David & Cindy Hicks hickshousewares@yahoo.com	118 Main Street Colebrook, NH, 03576	(603) 237-5531	\$560 per month for 3 yrs BID WINNER

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: October 13, 2011

SUBJECT: Attached Lease;
Approval respectfully requested.

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

LESSEE: New Hampshire Employment Security, 32 South Main Street, Concord, NH 03301

LESSOR: David and Cindy Hicks, 120 Main Street, Colebrook NH 03576

DESCRIPTION: New Lease. Approval of the enclosed will authorize replacing Employment Security's current Colebrook "workforce opportunity center", located in an old Victorian house with no wheelchair accessibility, with a new fully accessible 545 square foot 2nd floor suite of office space located at 118 Main Street, Suite 2A, Colebrook NH. This office will provide services to North County residents who would otherwise need to travel long distances to access re-employment and training services.

TERM: Three (3) years, commencing November 1, 2011 ending October 31st 2014

OPTIONS: One (1) option to extend the term subject to future/additional G&C authorization

ANNUAL RENT: Fixed rate 0% escalation: \$6,720.00 annually which is \$12.33 per square foot

JANITORIAL: Included in annual rent

UTILITIES: Included in annual rent

TOTAL COST: \$20,160.00 TTL for the three (3) year term

PUBLIC NOTICE: Complied with all RFP requirements. Two proposals were received; the less costly of the two was the "Hicks" property, which is represented by the enclosed lease.

CLEAN AIR PROVISIONS: Authorization to Waive enforcement of "Clean Air" testing and performance is requested from Governor and Executive Council concurrent with the enclosed lease. Fiscal and logistic hardships are imposed by the projected cost of testing which, due to the small size, remote location and low cost of the Premises will be about 1/4 the total year one rent, an estimated \$2,000. Additional hardship is imposed by the Premises not having a central Heating and Ventilation and Cooling System (HVAC); passive ventilation with base board heat and window mounted seasonal AC units are used, however the presence of a centralized systems is assumed in the protocol for "clean air" testing. It's not fiscally viable to require provision of a new HVAC system, therefore "testing" becomes an unreasonable hardship.


BARRIER-FREE DESIGN COMMITTEE: Review and approved, contingent upon provision of certain improvements which the Landlord will complete prior to occupancy.

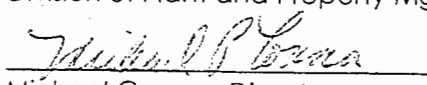
OTHER: Approval of the enclosed is recommended.

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

Reviewed and recommended by:
Bureau of Planning and Management

Approved by:
Division of Plant and Property Mgt.


Mary Belec, Administrator II


Michael Connor, Director