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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION
P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

October 6, 2014

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

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a six-month hold over amendment with P. and D. Zimmerman Family Limited Partnership (VC# 158382), 35 Center Street, P.O. Box 300, Wolfeboro Falls, NH 03896, by increasing the lease amount by \$4,167.36 from \$40,071.12 to \$44,238.48 for the purpose of the continued provision of probation/parole district office space upon Governor and Executive Council approval, effective for the period of December 1, 2014 through May 31, 2015. 100% General Funds

Funding is available in account, *District Offices*: 02-46-46-464010-8302-022-500248 as follows:

Original Wolfeboro DO Lease:				
Account:	Description:	SFY 10-14	SFY 15	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	36,598.32	3,472.80	40,071.12
Wolfeboro DO Extension Agreement:				
Account:	Description:	SFY 14	SFY 15	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	-	4,167.36	4,167.36
Lease Amount SFY:		36,598.32	7,640.16	44,238.48
Total Wolfeboro DO Lease:				\$ 44,238.48

EXPLANATION

The NH Department of Corrections is seeking approval to enter into a hold-over amendment of up to six-months commencing December 1, 2014 and ending no later than May 31, 2015 providing continued rental of the current Division of Field Services probation/parole district office space consisting of approximately 425 square feet, located at 35 Center Street, Plaza Shop #6, Wolfeboro Falls, NH 03896. The hold-over term with the current landlord will provide additional time for the intended replacement lease to be finalized and receive all required approvals; it will also provide the Department of Corrections

the right of early termination in the event the intended replacement leased location is ready prior to the amendments scheduled termination date.

The original lease, which was approved by Governor and Executive Council on November 18, 2009, Item # 21, was procured competitively in accordance with all State requirements and provides a "net lease" rate of \$19.61 per square foot, \$8,334.72, annually, prorated to a monthly rent of \$694.56, which will remain the same during the amended term, not to exceed \$4,167.36.

During the amended term the landlord shall continue to provide maintenance and water and sewer services to the building to which the leased space is a part. Janitorial services shall be provided by the landlord to common areas which include the rest rooms. The tenant shall remain responsible for the direct payment of electricity which includes heating and lighting and the provision of janitorial services to their office suite. The additional cost for electricity has averaged \$1,400.00 annually and the direct janitorial service expenses are estimated at \$2,100.00 annually.

Approval of the enclosed lease will allow the Division of Field Services to continue providing Probation and Parole services to the Carroll County area; your positive consideration is therefore requested.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner

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AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, September 11, 2014 and is by and between the State of New Hampshire acting by and through the Department of Corrections, (hereinafter referred to as the "Tenant") and P. and D. Zimmerman Family Limited Partnership, (hereinafter referred to as the "Landlord 35 Center Street, P.O. Box 300, Wolfeboro Falls, NH.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 425 square feet of space located at 35 Center Street, Plaza Shop #6, Wolfeboro Falls, New Hampshire which was first entered into on October 7, 2009, and approved by the Governor and Executive Council on November 18, 2009, item #21, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process for leased space which been delayed due to insufficient and over-allocated resources in the administrating agency, which is the Department of Administrative Services, Bureau of Planning and Management, and;

The Tenant will need up to six (6) months for completion of the ongoing lease RFP process and for authorization of any proposed replacement contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, November 30, 2014 is hereby amended to terminate up to six (6) months thereafter, May 31, 2015.

- A) After the initial Three (3) months of the Amended Term the Tenant shall have the right to early termination; in such instance the Landlord shall be served no less than thirty (30) days advance written notice of Tenant's decision. In the instance of early termination the final monthly rental payment due to the Landlord shall be paid no later than thirty (30) days after the Premises are vacated.

Initials: PZ
Date: 9/11/14

4.1 Rent: The current annual rent of \$8,334.72 which is approximately \$19.61 per square foot will remain the same for the Amended Term, prorated to a monthly rent of \$694.56, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable December 1, 2014 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$4,167.36

15 Insurance: Paragraph 15 of the Agreement is deleted and replaced with the following paragraph:

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 two million (\$2,000,000) General 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.

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

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

Initials: PZ
Date: 9/10/14

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

TENANT: State of New Hampshire Department of Corrections

Date: September 18, 2014

By William F. [Signature]

LANDLORD: P. and D. Zimmerman, FLP

Date: September 11, 2014

By Paul Zimmerman [Signature]

Acknowledgement: State of NH, County of Carroll.

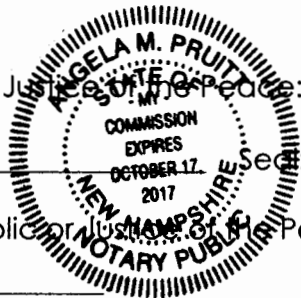
On (date) Sept 11, before the undersigned officer, personally appeared Paul Zimmerman, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Angela Pruitt [Signature]

Commission expires: _____

Name and title of Notary Public or Justice of the Peace (please print):

Angela Pruitt



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

By: M. K. [Signature], Assistant Attorney General, on Oct 16, 2014

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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

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

DATE: October 20, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

LESSEE: Department of Corrections, PO Box 1806, Concord NH

LESSOR: P. & D. Zimmerman Family Limited Partnership, 35 Center Street, PO Box 300,
Wolfeboro Falls, NH 03896

DESCRIPTION: "Hold-Over" Lease Amendment: Approval of the enclosed will authorize continued occupancy of the Departments' current probation/parole district office space comprised of 425 square feet located at 35 Center Street, Plaza Shop #6, Wolfeboro Falls, NH 03896. The extended term will allow the Department to continue providing uninterrupted services in the region while finalizing an ongoing RFP process and requesting all required approvals for the intended replacement lease.

TERM: Six (6) months: commencing December 1, 2014 ending not later than May 31, 2015. After the first three (3) months of the term the Tenant has the option to terminate the agreement early with advance 30day notice.

RENT: The current annual rent of \$8,334.72 which is approx. \$19.61 per square foot shall remain unchanged (0% escalation) for the extended term, payable as \$694.56 per moth

JANITORIAL: Tenant's additional cost, approximately \$2,100 annually (\$4.94 per SF)
UTILITIES: Tenant's additional cost, approximately \$1,400 (\$3.29 per SF) annually for electricity\$8,334.72

TOTAL (6 Months): \$4,167.36 Rent + \$1,050 Jani. + \$700electricity = \$5,917.36 TTL (\$27.81 per SF)

PUBLIC NOTICE: Sole-Source amendment of current lease, however any subsequent replacement lease will conform to all required competitive RFP processes

CLEAN AIR PROVISIONS: None applicable to an amended term

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

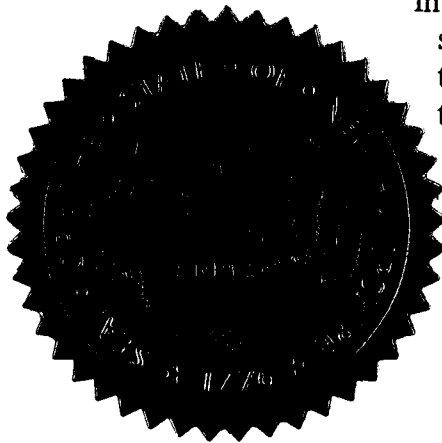

Michael Connor, Deputy Commissioner

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that P. AND D. ZIMMERMAN FAMILY LIMITED PARTNERSHIP, a New Hampshire Limited Partnership formed on January 8, 1998. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of October, A.D. 2014



William M. Gardner

William M. Gardner
Secretary of State

DESCRIPTIONS (Continued from Page 1)

Included states ~ NH

Exclusion of Executive Officers or Partners ~ Paul Zimmerman

Exclusion of Executive Officers or Partners ~ Deborah Zimmerman



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

P.O. BOX 1806
 CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
 TDD Access: 1-800-735-2964

William L. Wrenn
 Commissioner

Bob Mullen
 Director

November 4, 2009

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

Pending G & C
 Approved 11/18/09
 Item # # 21

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a five (5) year lease agreement for a total amount not to exceed \$40,071.12 with P. and D. Zimmerman Family Limited Partnership (FLP) (VC 158382) of Wolfeboro Falls, NH, for office space located at 35 Center Street, plaza Shop #6, Wolfeboro Falls NH, for the purposes of housing a Probation/Parole District Office. Upon Governor and Executive Council approval this lease will begin on December 1, 2009 through November 30, 2014. 100% General Funds

Funding for this contract is available in the account, District Offices, Account Heading: 02-46-464010-8302 Department of Corrections, Division of Field Services, District Offices as follows with the authority to adjust encumbrances in each of the State fiscal years through the budget office if needed and justified. Funding for SFY 2012 through SFY 2015 is contingent upon the availability and continued appropriation of funds.

Account Heading: 02-46-46-464010-8302				
Account	Description	SFY2010	SFY2011	SFY2012
022-500248	Rents & Leases other than State	4,491.69	7,789.85	7,945.63
Account	Description	SFY2013	SFY2014	SFY2015
022-500248	Rents & Leases other than State	8,104.53	8,266.62	3,472.80
Total Lease Not to Exceed				40,071.12

EXPLANATION

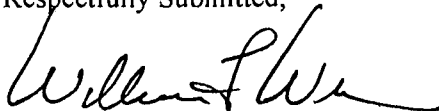
The NH Department of Corrections is currently leasing this space in Wolfeboro Falls, NH from P. and D. Zimmerman Family Limited Partnership of Wolfeboro Falls, NH. This lease is for 425 square feet of space at an initial rate of approximately \$18.12 per square foot. This lease has scheduled 2% annual increases to begin on December 1, 2010 through November 30, 2011, from approximately \$18.12 to \$18.48 per square foot, from December 1, 2011 through November 30, 2012 increase to approximately \$18.85 per square foot, December 1, 2012 through November 30, 2013 the cost will be approximately \$19.23 per square foot, and December 1, 2013 through November 30, 2014, the final year of the lease, will be approximately \$19.61 per square foot. During the term of this 5 year contract the lease will range from the amount of \$641.67 per month to the final contract year of \$694.56 per month.

The cost of custodial services for the shared and common areas of the building that are included within the lease agreement is \$500.00 annually. Custodial services for the leased area are not included in this agreement and the NH Department of Corrections has requested this service be provided from the Department of Administrative Services, Plant, Purchase, and Property Bureau, through their central procurement process.

Electricity costs, which are metered separately for the leased area, shall be billed directly from the provider to the NH Department of Corrections, estimated at \$100.00 monthly which is approximately \$2.82 per square foot.

The request for proposals (RFP) was advertised in the Conway Daily Sun in concurrence with the Department of Administrative Services (DAS) and the RFP was posted on the DAS Plant, Purchase and Property website available to all prospective vendors and the general public. Among the small number of RFP respondents, the Wolfeboro Falls location was the only viable offer received.

Respectfully Submitted,



William L. Wrenn
Commissioner

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 han (who worked at
 Zealand huts); eight
 grandchildren. Jean
 at Pinkham Notch
 Notch Visitor Center,

PUBLIC NOTICE

FRYEBURG WATER DISTRICT

Nomination papers will be available March 27, 2009 at the Fryeburg Town Office for the following positions:

Two Trustees for a three-year term

Nomination papers are due in the Town Office by noon on May 9, 2009.

s/Holly Foster, Clerk

State of NH

Department of Corrections

PUBLIC NOTICE

Wanted to rent in the greater Ossipee area for a 5-year term commencing no later than July 1, 2009, approx. 700 to 750 square feet of office space for the State of NH Dept. of Corrections, Division of Field Services, for use as an administrative Probation and Parole office. The space offered must meet or be renovated to meet the State's programmatic specifications, which must be reviewed in advance of responding to this solicitation. To obtain a copy of these specifications, please contact Theresa Meyers, Department of Corrections, Division of Field Services, PO Box 500, Ossipee, NH 03864. Alternately to obtain the specifications call (603-886-3444) or email (tmeyers@nhdoc.state.nh.us) or log onto the State's central lease WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. All "letters of interest" submitted in response to this solicitation must be received by 4:00 PM on Wednesday April 8, 2009 at the address given above. The State of NH reserves the right to accept or reject any or all proposals.

PUBLIC NOTICE

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

1. **Parties to the Lease:**

This indenture of Lease is made this _____ day of _____, 2009, by the following parties:

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

Name: P and D Zimmerman FLP

(if corporation, give full corporate name)

State of Incorporation: _____

(if applicable)

Business Address: 35 Center St., P.O. Box 300

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

Wolfboro Falls	NH	03896	(603) 569-5818
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: New Hampshire Department of Corrections

Address: 105 Pleasant Street, PO Box 1806

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

Concord	NH	03302-1806	(603) 271-5600
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: 35 Center Street, Plaza Shop #6

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

Wolfboro Falls	NH	03896
City	State	Zip

The demise of the premises consists of: 425 square feet

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

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

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

3.1 **Term:** TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of Five (5) year(s), commencing on the 1st day of December, in the year 2009, and ending on the 30th day of November, in the year 2014, unless sooner terminated in accordance with the Provisions hereof.

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

3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED

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

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

3.3 Extension of Term: The Tenant shall have the option to extend the Term for *(insert text)* zero (0)

Additional term(s) of zero (0) 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.

3.4 Conditions on the Commencement and Extension of Term:

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

4. Rent, Additional Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B The first such installment to be due and payable on the following date: *(insert month, date and year)* December 1 2009. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

4.2 Additional Rent: *(optional escalation, applicable only if the selection box is marked)* **SELECTED**

The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

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

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

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

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

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

5. Conditional Obligation of the State:

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its' intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. Utilities: (select one of the clauses below, indicating the selection with an "x")

See Exhibit E herein for text replacing the standard selection clauses of "6 Utilities"

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

OR:

~~The Landlord shall at his own and sole expense furnish all utilities, except those listed below; Utilities and maintenance items not included in the statement selected above shall be defined as the (document the utilities not to be provided in the space below, or further define in Exhibit E)~~

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

PZ

7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same:**

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* Providing an Administrative Probation and Parole Office for the greater Ossipee region.

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

8. **Maintenance and Repair:**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises, or any appurtenance thereto, which may become necessary during the Term or any extension or Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of, the roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

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

See Exhibit C herein for text replacing the standard selection clauses of "8.2 Janitorial Services"

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

~~Janitorial Services shall be the Tenant's responsibility.~~

8.3 **Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within fifteen (15) days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

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

9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (tenant or landlord) responsible for the performance of alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

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

9.1.2 If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

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

9.2 Ownership, Removal of Alterations, Additions or Improvements: All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

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

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

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

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

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

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

- A. **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B. **Occupancy of Premises "As is":** Occupy the Premises in its current condition, in which event the rent hereunder shall be decreased by the proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C. **Completion of Improvements by Tenant:** Complete the improvements at its' own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D. **Delay Occupancy:** In accordance with paragraph 3.2 herein.

- 11. **Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to Occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
- 12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.
- 13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or of showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
- 14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

See Exhibit E herein for text replacing the standard provision of "15 Insurance"

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15. ~~Insurance: During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".~~

15.1 Waiver of Subrogation: *(optional clause, applicable only if selected)* Selected

Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.

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

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

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- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 17. Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, casualty or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, casualty, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.
- 18 Event of Default; Termination by the Landlord and the Tenant:**
- 18.1 Event of Default; Landlord's Termination:** In the event that:
- 18.1.1 Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- 18.1.2 Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
- 18.2 Landlord's Default; Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.
- 18.3 Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
21. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
22. **Miscellaneous:**
- 22.1 **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 22.2 **No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 22.3 **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 22.4 **Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 22.7 **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 22.8 **Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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

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

Authorized by: (give full name and title) William L. Wrenn
William L. Wrenn, Commissioner - DOC

LANDLORD: (give name of either the corporation or the individual) P. and D. Zimmerman FLP

Authorized by: (give full name and title) Paul Zimmerman
Signatures
Print: Paul Zimmerman General Partner
Names & Title

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

OF: New Hampshire COUNTY OF: Carroll
UPON THIS DATE (insert full date) October 7, 2009, appeared before
me (print full name of notary) Lori A. Bowen the undersigned officer personally
appeared (insert Landlord's signature) Paul Zimmerman
who acknowledged him/herself to be (print officer's title, and the name of the corporation) P. and D. Zimmerman FLP
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)

Lori A. Bowen Notary Public

LORI A. BOWEN Notary Public
My Commission Expires October 29, 2013



APPROVALS:

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

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

Approval date: 10-30-09

Approving Attorney: Walter D. Padden, Jr.

Approved by the Governor and Executive Council:

Approval date: NOV 18 2009

Signature of the Deputy Secretary of State: [Signature]

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

EXHIBIT A

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

1. The total demise of the Tenant's Premises is approximately 425 square feet of usable office space combined with the Tenant's right to use the shared common areas which include rest rooms, corridors and entrances; configured as shown in the attached floor plan.
2. In addition to the use of the Premises, the Tenant and the Tenant's visitors shall have the right to use the adjacent parking lot areas; said use shall be at no additional charge, included in the annual rent.

EXHIBIT A
FLOOR PLAN

EXHIBIT A: DEMISE OF PREMISES FOR DEPARTMENT OF
CORRECTIONS
LOCATION: 35 CENTER STREET, PLAZA SHOP #6, WOLFEBORO
FALLS, NH
APPROX. 425 SQ. FT. OF OFFICE SPACE (SHOWN WITH
HATCHING) PLUS WITH COMMON AREAS.

REDACTED

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EXHIBIT B

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

RENTAL SCHEDULE:

1. The Premises are comprised of approximately 425 square feet of usable space for the Tenant’s exclusive use and certain areas of common space for shared use as set forth in “Section 2” and “Exhibit A” herein; the area designated for exclusive use has been utilized in calculating the approximate “square foot cost” of the Premises.
2. The rent set forth herein does not include the Landlord’s provision of electricity to the portion of the Premises to which the Tenant has exclusive use; Tenant shall be responsible for said provision making direct arraignments with and payments to the providers thereof.
3. Rental Calculation Method: The rent set forth below is calculated upon the Landlord’s requested annual (12 month) initial base rent of \$7,200.04 (\$.04 added to requested sum thereby allowing 12 equal monthly payments) plus the annual “Central Area Maintenance” (CAM) fee of \$500.00 resulting in a total annual rent of \$7,700.04. The rent due per month has been derived by dividing the total annual rent by twelve (12) months, (said rent due monthly). Annual rent due for each year of the term is escalated by approximately 2% (pennies rounded up or down to result in 12 equal monthly payments) upon the anniversary date of the agreement, with the resulting rent due as shown in the rental schedule.

The rent due for the Premises during the Term shall be as follows:

Year	Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	Annual Increase
1	December 1, 2009 – November 30, 2010	\$18.12	\$641.67	\$7,700.04	0%
2	December 1, 2010 – November 30, 2011	\$18.48	\$654.50	\$7,854.00 PZ	2%
3	December 1, 2011 – November 30, 2012	\$18.85	\$667.59	\$8,011.08	2%
4	December 1, 2012 – November 30, 2013	\$19.23	\$680.94	\$8,171.28	2%
5	December 1, 2013 – November 30, 2014	19.61	\$694.56	\$8,334.72	2%
TOTAL DUE FOR 5 YEAR TERM:				\$40,071.12	

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EXHIBIT C

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

1. The Tenant shall be responsible for provision of janitorial services to the portion of the Premises (office suite) to which they have exclusive use. See Exhibit A herein for depiction of this area. Janitorial services provided to this area by the Tenant shall include:
 - a. Collection and disposal of all office rubbish
 - b. Vacuuming the carpet
 - c. Collection of materials which are suitable for recycling and disbursement to a recycling center.
2. The Landlord shall be responsible for provision of janitorial services to the "shared and common areas" of the Premises, which includes the interior corridors, building entrance and restrooms. Landlord's provision of said services shall include:
 - a. Twice weekly cleaning and provision of consumable supplies in the rest rooms,
 - b. Twice weekly vacuuming and/or cleaning of the common area floors
3. The Landlord shall be responsible for the timely provision of all services specified herein in section 8.1 "Maintenance".

EXHIBIT D

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

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

Program Accessibility to the program (Probation and Parole Services) at this location shall be provided, officers shall visit any clients or persons with mobility impairments at a mutually agreed accessible location of said person's choosing.

Part II Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "certificate of compliance") or shall be attained as follows: The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Radon/Indoor Air Quality Program" shall be completed no later than thirty (30) days after Tenant's occupancy. *Specify who (Landlord or Tenant) is to schedule and pay for testing, and subsequently submit the results to "Environmental Services" to obtain a "certificate of compliance". If the premises should fail all or part of the test, specify who (Tenant or Landlord) will pay for the alterations necessary to bring the air-handling system into compliance, the time frame allowed alteration completion, and the who shall bear the cost of subsequent re-testing and the continued pursuit of obtaining a "certification of compliance".*

The Premises conform with requirements defining "small space" set forth in the administrative rules defining "clean air" testing in Env-A 2202.01 definition of (g) therefore only certain limited testing (as provided for such space) shall be required and provided, said limited testing is set forth in Env-A 2205.04 (Radon), Env-A 2205.05 (Asbestos) and Env 2205.07 (Carbon Monoxide). The Tenant shall be responsible for the cost and provision of said testing; upon receipt of the testing consultant's certified results the Tenant shall submit a copy to the Landlord for receipt of signature acknowledging said results, thereafter submitting the testing results to the Department of Environmental Services requesting their certification of conformance. If the results of "clean air" testing reveal air quality deficiencies, the Landlord shall be responsible for the provision of remedy, commencing said remedy within thirty days of request, completing remedy in a timely manner thereafter.

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

There are no improvements or renovations to be made to the Premises.

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

The Tenant shall use any recycling services that are available during the term.

**EXHIBIT E
SPECIAL PROVISIONS**

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

- A) **The standard selection clauses of section "6 Utilities" are hereby deleted and replaced with the following:**
- a. During the term the Landlord shall at its sole cost and expense provide all "utilities", which include heating, lighting, electrical, and water and sewer services to all common areas, which include the hallways, entrances and rest rooms. Provision of said services has been reflected in the Landlord's annual "Central Area Maintenance" (CAM) fee of \$500.00 which has been included in (added into) the Tenant's rent as set forth in Exhibit B herein.
 - b. During the term the Tenant shall at its sole cost and expense provide electrical service (which includes lighting, heating and air conditioning) to the area of the Premises to which it has exclusive use, which is 425 square feet of office space as shown in Exhibit A herein. The Tenant shall be responsible for direct payment to the provider of electrical services.

B) Section 15 "Insurance" of the Lease is hereby deleted and replaced with the following:

Insurance: During the Term the Landlord shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant against liability. Such insurance is to provide General Liability coverage in limits of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and Excess/Umbrella Liability coverage with limits of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) Aggregate. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

EXHIBIT F

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

PZ

EXHIBIT G

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



STATE OF NEW HAMPSHIRE
GOVERNOR'S COMMISSION
ON DISABILITY

ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE

John H. Lynch, Governor
Paul Van Blarigan, Chairman
Carol A. Nadou, Executive Director

David Gleason, Chair
Cheryl Killam, Vice Chair
Wendy Beckwith, Accessibility Specialist

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

Direct Line (603) 271-4177
Email: wendy.beckwith@nh.gov
Website: www.nh.gov/disability/subcommittee.html

September 15, 2009

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

Recommendation Regarding Lease Approval

Lessee: Department of Corrections – Probation and Parole Office
Location: 35 Center Street, Wolfeboro Falls, NH 03898
Lessor: P and D Zimmerman FLP, 35 Center St., P.O. Box 300, Wolfeboro Falls, NH 03898
Term: December 1, 2009 – November 30, 2014

The Architectural Barrier-Free Design Committee respectfully recommends that the subject new lease for approximately 425 square feet be approved with the condition that program access will be provided for all probation and parole "clients" at field locations.

This office is used as a base of operation for the Department of Corrections Probation and Parole Field Services in Carroll and Belknap Counties. With the exception of one clerical support person, all staff are probation and parole officers who work extensively in the field and are required to be physically able to safely and effectively perform their duties. Should the clerical person need alternative accommodations, those accommodations shall be provided at a different DOC site or through telecommuting.

This recommendation is based upon the assurances of the leasing agency's representative that program access will continue to be provided.

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

David Gleason
David Gleason, Chair *wb*

wb

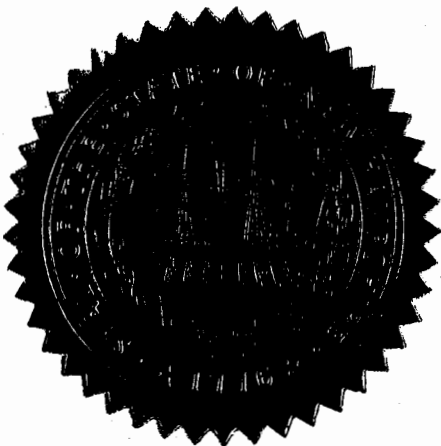
cc: Mary Belacz, Administrator, Planning and Management, Administrative Services

PZ

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that P. AND D. ZIMMERMAN FAMILY LIMITED PARTNERSHIP, is a New Hampshire Limited Partnership formed on January 8, 1998. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of October, A.D. 2009

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

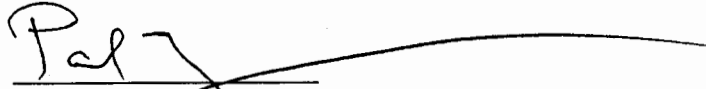
P. And D. Zimmerman Family Limited Partnership

CERTIFICATION OF AUTHORITY

1. I, Paul E. Zimmerman, certify that I am a partner in the *P. and D. Zimmerman Family Limited Partnership*, a New Hampshire limited partnership.
2. I certify that I am authorized to bind the partnership pursuant to provisions in the partnership agreement.
3. I understand that the State of New Hampshire will rely on this Certificate as evidence that I have full authority to bind the partnership.

Dated:

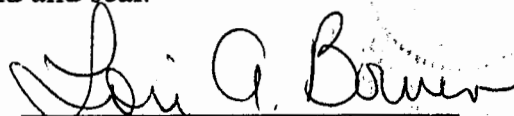
10/26/09


Paul E. Zimmerman, Partner
P. And D. Zimmerman Family Limited Partnership

THE STATE OF NEW HAMPSHIRE
COUNTY OF

On the *26* day of *October* 2009, before the undersigned officer, appeared Paul E. Zimmerman, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and seal.


Notary Public/~~Justice of the Peace~~
My commission expires:

LORI A. BOWEN, Notary Public
My Commission Expires October 25, 2011

**P. and D. ZIMMERMAN
FAMILY LIMITED PARTNERSHIP**

FIRST AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP

I, the undersigned, desiring to amend the Certificate of Limited Partnership of **P. and D. ZIMMERMAN FAMILY LIMITED PARTNERSHIP**, a New Hampshire limited partnership, which was filed in the Office of the Secretary of State of the State of New Hampshire on January 8, 1998, do hereby make this First Amendment to Certificate of Limited Partnership.

The purpose of this First Amendment is to reflect the withdrawal of Paul E. Zimmerman Properties, Inc. as General Partner and the admission of Paul E. Zimmerman as the new General Partner.

Except as amended hereby, the terms and provisions of the Certificate shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned former General Partner and the new General Partner have signed and duly executed this First Amendment as of this 31st day of December, 1998.

Paul E. Zimmerman Properties, Inc.
(Former General Partner)

Lori Bowen
Witness

By: Paul J. Zimmerman
Its Duly Authorized

Lori Bowen
Witness

Paul J. Zimmerman
Paul E. Zimmerman (New General Partner)

Client#: 52341

PDZIM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/28/09
PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1280 Concord, NH 03302-1260	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED P&D Zimmerman FLP 35 Center Street Wolfboro, NH 03896	INSURERS AFFORDING COVERAGE INSURER A: Pearless Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TRK INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. SECT <input type="checkbox"/> LDG	CBP8234450	12/30/08	12/30/09	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CUS248574	12/30/08	12/30/09	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC8658841	04/20/09	12/30/09	<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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
**** Workers Comp Information ****
 Included states - NH
 Exclusion of Executive Officers or Partners - Paul Zimmerman
 Exclusion of Executive Officers or Partners - Deborah Zimmerman

CERTIFICATE HOLDER NH Dept of Corrections PO Box 1806 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT**

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

DATE: November 2, 2009

SUBJECT: Attached Lease Agreement;
Approval respectfully requested.

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

LESSEE: NH Department of Corrections, 105 Pleasant Street, PO Box 1806, Concord NH 03302

LESSOR: P and D Zimmerman FLP, 35 Center Street, PO Box 300, Wolfeboro Falls, NH 03896

DESCRIPTION: Lease Renewal. Approval of the enclosed will authorize the continued rental an approximately 425 square foot suite of office space together with the right to used shared/common area rest rooms and entrances, located at 35 Center Street, Plaza Shop #6, Wolfeboro Falls, NH 03896. The space will house a "downsized" Probation/Parole District Office, replacing a 1,368 square foot office formerly rented Ossipee NH.

TERM: Five (5) years, commencing December 1, 2009 ending November 30th 2014.

ANNUAL RENT: Year 1: \$7,700.04 which is \$18.12 per square foot
Year 2: \$7,854.00 which is \$18.48 per square foot
Year 3: \$8,011.08 which is \$18.85 per square foot
Year 4: \$8,171.28 which is \$19.23 per square foot
Year 5: \$8,334.72 which is \$19.61 per square foot

TOTAL RENT: \$40,071.12

JANITORIAL: Included in rent for shared areas, Tenant to provide services in office suite.

UTILITIES: Included for common areas; however electricity (separately metered - providing heat, and AC + lights and power) shall be billed directly to Tenant, estimated at \$100.00 monthly which is approx. \$2.82 per square foot.

TOTAL COST: \$1,200.00 annual electrical over five years = \$6,000.00 + Total Rent = \$46,071.12

PUBLIC NOTICE: Conformed to requirements, only one (resulting in enclosed lease) viable location offered.

CLEAN AIR PROVISIONS: The space shall be tested for conformance after inception of the renewal term.

BARRIER-FREE DESIGN COMMITTEE: Approval received, based on provision of "program access".

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 for G. & C. submission by:
Bureau of Planning and Management

Mary Belec, Administrator II

Approved for submission to G. & C. by:
Division of Plant and Property Mgt.

Michael Connor, Director