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State of New Hampshire

DEPARTMENT OF SAFETY OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

April 29, 2013

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

Requested Action

Pursuant to MOP 150 Governor and Executive Council Actions, authorize the Department of Safety, Division of Motor Vehicles, to amend the existing lease with the City of Berlin, Berlin Industrial Development & Park Authority, Berlin, New Hampshire (VC 177362-B001), by increasing the price limitation from \$36,733.20 to \$44,624.20, in the amount not to exceed \$7,891.00, and by extending the term for up to thirteen (13) months from June 1, 2013, through June 30, 2014. Governor and Council approved the original lease on October 11, 2006, as item #76A; the first amendment on June 22, 2011, as item #333; and the second amendment on August 8, 2012, as item #128. Effective upon Governor and Executive Council approval for the period of June 1, 2013, through June 30, 2014. Funding source: 100% Highway Funds.

Funds are available in the following accounts in SFY2013. SFY2014 will be contingent upon the availability of funds in future operating budgets.


		<u>SFY2013</u>	<u>SFY2014</u>
02-23-23-233015-23110000	Dept. of Safety	Division of Motor Vehicles – Bureau of Driver Licensing	
022-500248 Rents to Owners Non-State Space		\$303.50	
02-23-23-233015-23120000	Dept. of Safety	Division of Motor Vehicles – Bureau of Registration	
022-500248 Rents to Owners Non-State Space		\$303.50	
02-23-23-233015-29260000	Dept. of Safety	Division of Motor Vehicles – Bureau of Operations	
022-500248 Rents to Owners Non-State Space			\$7,284.00

Explanation

Amendment of the current Berlin Division of Motor Vehicles (DMV) lease is requested in order to provide thirteen (13) months additional occupancy and customer service to residents in the region. The Division of Motor Vehicles has been seeking office space in the greater Berlin area for several years in an attempt to move to a more centrally located office. Many available locations were viewed; however, all but one had limited office space, limited parking, and/or undesirable location. The one potential location has adequate office space, a large amount of parking, is easily accessible from all directions, and acceptable cost for rent. Quotations were received for the necessary office fit-up construction from four area contractors including the building owner and all were deemed to be cost prohibitive for the Division of Motor Vehicles.

Approval of this amendment with the City of Berlin will continue to provide the residents of the greater Berlin area with a Division of Motor Vehicles office at 143 East Milan Road. The current annual rent of \$5,834.40 (approx. \$4.86 per square foot) has been adjusted to \$7,284.00 (approx. \$6.07 per square foot), prorated to a monthly rent of \$607.00. This increase has been the first increase in rent since the original lease agreement.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated this 9th day of April, 2013, and is by and between the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles, (the "Tenant") and the City of Berlin, Berlin Industrial Development & Park Authority, (the "Landlord"), 168 Main Street, City Hall, Berlin NH 03570.

Whereas, pursuant to a five year lease agreement (the "Agreement") for 1,200 square feet of space located at 143 East Milan Road, Berlin NH, (the "Premises") which was dated August 15th, 2006 and was approved by the Governor & Executive Council retroactively on October 11, 2006 item #76A, and was thereafter amended to extend the term by up to twelve months which was dated April 4th 2011 and was approved by the Governor & Executive Council on June 22, 2011 item #333, and was thereafter amended to extend the term by up to nine (9) months which was dated July 3, 2012 and was approved by the Governor & Executive Council on August 8, 2012 item #128, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement which shall expire May 31, 2013, and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Tenant's ongoing and most recent efforts to find alternate leased space in a location more convenient to clients has not been productive, therefore they wish to continue occupancy and rental of their current space for at least a year, and;

Continued short term occupancy of up to thirteen (13) months in the Premises is mutually acceptable to both parties, and by extending the current rental agreement through amendment the Tenant will be allowed to continue lawful payment of rent, and;

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, May 31, 2013 is hereby amended to terminate no more than thirteen (13) months thereafter on June 30th, 2014. During the amended Term the Tenant shall have the option to terminate this amendment early by serving advance written notice to the Landlord; such notice shall be served at least ninety (90) days prior to termination.
- 4.1 Rent:** The current "triple net" annual rent of \$5,834.40 which is approximately \$4.86 per square foot, shall be increased by 25% to \$7,284.00 annually which is approximately \$6.07 per square foot, which shall be prorated to a monthly rent of \$607.00 due on the first day of each month during the amended term. The total amount of rent to be paid under the terms of this agreement shall not exceed thirteen (13) months which is \$7,891.00.

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, 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. 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 insured to endeavor to provide the Tenant no less than thirty (30) 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.

A handwritten signature in black ink, followed by the date "4-30-13" written in a similar cursive style.

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

TENANT:

State of New Hampshire, acting through its: Department of Safety, Division of Motor Vehicles:

By [Signature] Director of Administration

LANDLORD:

City of Berlin, Berlin Industrial Development & Park Authority

By [Signature]
Signature

Print PATRICK MACQUEEN, CITY MANAGER
Name & Title

Notary Statement: As Notary Public and/or Justice of the Peace, Registered in the State of: New Hampshire County of: Cook

Upon this Date (insert full date) April 09, 2013

appeared before me DEBRA A. PATRICK the undersigned officer
(print full name of notary)

personally appeared (insert Landlord's signature) PATRICK MACQUEEN

who acknowledged him/herself to be: CITY MANAGER
(print officer's title and the name of the corporation)

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)

Debra A. Patrick, Notary Public

DEBRA A. PATRICK, Notary Public
My Commission Expires December 20, 2015

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

By: [Signature], Assistant Attorney General, on May 3, 2013

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

CERTIFICATE FOR MUNICIPALITIES

I, Debra A. Patrick, of Berlin, do hereby certify to the following assertions:

1. I am a duly appointed and acting Clerk for the Municipality documented above, which is in the State of New Hampshire.
2. I maintain and have custody of, and am familiar with, the minute books of the Municipality;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Municipality. Said meeting was held in accordance with the laws and by-laws of the State, upon the date: April 8, 2013.

RESOLVED: That this Municipality shall enter in a contract with the State of New Hampshire, acting by and through the City Manager providing for the performance by this Municipality of certain services as documented within the foregoing agreement, and that the official listed, Patrick MacQueen, City Manager on behalf of this Municipality, is authorized and directed to the said Agreement with the State of New Hampshire, and that they are to take any and all such may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver documents, agreements and other instruments on behalf of this Municipality.

RESOLVED: That the signature of the above authorized party or parties of this Municipality, when affixed to any instrument of document described in, or contemplated by, this resolution, shall be conclusive authority of said parties to bind this Municipality, thereby:

5. The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the office or Offices:

Municipality Mayor: Paul Grenier
Municipality Clerk: Debra A. Patrick, CMC
Municipality Treasurer: Gerald Dumoulin

IN WITNESS WHEREOF: As the Clerk of this municipality, I sign below upon this date:

Clerk: Debra A. Patrick, CMC - City Clerk April 09, 2013
In the State and County of: New Hampshire - Coos County Date:

NOTARY STATEMENT: As Notary Public registered in the State of New Hampshire, county of: Coos, upon this date 4-9-13, appeared before me Elaine Gamache, Notary Public, the undersigned officer personally appeared Debra Patrick, City Clerk who acknowledged herself to be City Clerk of Berlin, NH and that being authorized to do so, she executed the foregoing instrument for the purposes therein contained, by signing by herself

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

Elaine C. Gamache
Notary Public

4-9-13
Date

ELAINE C. GAMACHE, Notary Public
My Commission Expires March 24, 2016

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 coverage categories listed below.

Participating Member:		Member Number:	Company Affording Coverage:	
City Of Berlin City Hall 168 Main Street Berlin, NH 03570		120	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/> General Liability (Occurrence Form)	7/1/2012	7/1/2013	Each Occurrence	\$ 5,000,000
<input type="checkbox"/> Professional Liability (describe)			General Aggregate	\$ 5,000,000
<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> Statutory	
			Each Accident	\$2,000,000
			Disease - Each Employee	\$2,000,000
			Disease - Policy Limit	\$
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible:

Description: Proof of Primex coverage only. Participating Member will advise of cancellation no less than 30 days prior to cancellation.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ - NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
NH Dept of Safety Attn: Arthur Garlow Hazen Dr Concord, NH 03301			Date: 4/24/2013 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Risk Management Services 603-225-2841 phone 603-228-0650 fax

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 coverage categories listed below.

Participating Member: City of Berlin City Hall 168 Main Street Berlin, NH 03570		Member Number: 120	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not	
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence	\$
			General Aggregate	\$
			Fire Damage (Any one fire)	\$
			Med Exp (Any one person)	\$
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)	
			Aggregate	
X	Workers' Compensation & Employers' Liability	07/01/12	07/01/13	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease — Each Employee \$2,000,000 Disease — Policy Limit \$
	Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex ³ – NH Public Risk Management Exchange
			By: <i>Tammy Denver</i>
State of NH Department of Safety Hazen Drive Concord, NH 03301			Date: 7/10/2012 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

MV-OPER-09-2011-01



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305

603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

8/8/12

GSC # 128

July 9, 2011

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

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles to amend the existing lease with the City of Berlin, Berlin Industrial Development & Park Authority, Berlin New Hampshire (VC 177362-B003) by increasing the price limitation in the amount not to exceed \$4,375.80 and by extending the term for up to nine months from September 1, 2012, through May 31, 2013. Governor and Council approved the original lease on October 11, 2006, as item #76-A and the current amendment on June 22, 2011, as item # 333. Effective upon Governor and Executive Council approval from the period of September 1, 2012, through May 31, 2013. Funding source: 100% Highway Funds.

Funds are available in the following accounts in SFY2013.

SFY2013

02-23-23-233015-23120000 Dept. of Safety Division of Motor Vehicles – Bureau of Registration
022-500248 Rents to Owners Non-State Space \$2,187.90

02-23-23-233015-23110000 Dept. of Safety Division of Motor Vehicles – Bureau of Driver Licensing
022-500248 Rents to Owners Non-State Space \$2,187.90

Explanation

This amendment will continue to provide the residents of the greater Berlin area with a Department of Safety, Division of Motor Vehicles office at 143 East Milan Road while potential new office locations within the Berlin area are reviewed. The current annual rent of \$5,834.40 (approx. \$4.86 per square foot) shall remain unchanged, prorated to a monthly rent of \$486.20.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated this 3 day of July, 2012, and is by and between the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles, (the "Tenant") and the City of Berlin, Berlin Industrial Development & Park Authority, (the "Landlord"), 168 Main Street, City Hall, Berlin NH 03570.

Whereas, pursuant to a five year lease agreement (the "Agreement") for 1,200 square feet of space located at 143 East Milan Road, Berlin NH, (the "Premises") which was dated August 15th, 2006 and was approved by the Governor & Executive Council retroactively on October 11, 2006 item #76A, and was thereafter amended to extend the term by up to twelve months which was dated April 4th 2011 and was approved by the Governor & Executive Council on June 22, 2011 item #333, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement which shall expire August 31, 2012, and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Tenant needs additional time to complete an ongoing "request for leases space proposal" process but will be unable to complete this action prior to the expiration of the current term, and;

Continued short term occupancy in the Premises with extension of the current rental rate is mutually desirable and advantageous to both parties, and will allow the Tenant to lawfully continue payment of rent, and;

The Landlord is willing to allow nine (9) months of continued occupancy under the terms of an amended Agreement;

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, August 31, 2012 is hereby amended to terminate nine (9) months thereafter on May 31, 2013.
- 4.1 **Rent:** The current "triple net" annual rent of \$5,834.40 which is approx. \$4.86 per square foot, shall remain unchanged, prorated to a monthly rent of \$486.20 which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable upon September 1, 2012 and shall continue to be paid on the 1st day of each month during the amended term. The total amount of rent to be paid under the terms of this agreement shall not exceed nine (9) months which is \$4,375.80.

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

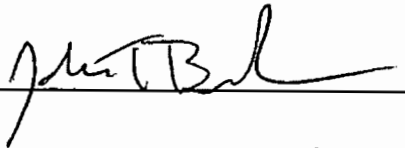
During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death 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. 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 thirty (30) 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.

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

Tenant State of New Hampshire, acting through its: Department of Safety, Division of Motor Vehicles:

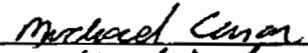
By  7/11/12

LANDLORD: City of Berlin, Berlin Industrial Development & Park Authority

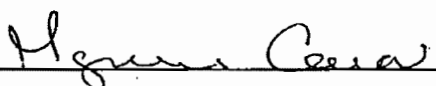
By 
Signature
Print Michael Canon Chair
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: N.H. COUNTY OF: Cross

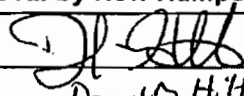
UPON THIS DATE (insert full date) July 3rd 2012,
appeared before me Michael Canon the undersigned officer
(print full name of notary)

personally appeared (insert Landlord's signature) -  BIDPP
who acknowledged him/herself to be: Bidpp Chair / Landlord
(print officer's title, and the name of the corporation) 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)

 MONIQUE CANON BOLASH
Notary Public - New Hampshire
My Commission Expires September 9, 2014

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

By: , Assistant Attorney General, on 7/18/12

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____



JOHN J. BARTHELMES
COMMISSIONER

State of New Hampshire

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

H/C to Dott 6/8/11

G4C 6-22-11
#333

May 26, 2011

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

Requested Action

Authorize the Department of Safety, Division of Motor Vehicles to amend the existing lease with the City of Berlin, Berlin Industrial Development & Park Authority, Berlin New Hampshire (VC#177362-B003) by increasing the price limitation from \$26,523.00 to \$32,357.40 in the amount not to exceed \$5,834.40 and by extending the term for up to twelve months from September 1, 2011 through August 31, 2012. Governor and Council approved the current lease on October 11, 2006, as item #76-A. Effective upon Governor and Executive Council approval, from the period of September 1, 2011, through August 31, 2012.


SFY2012 and SFY2013 will be contingent upon the availability of funds in future operating budgets.

	<u>SFY2012</u>	<u>SFY2013</u>	<u>Funding</u>
02-23-23-233015-2312	Dept. of Safety	Division of Motor Vehicles – Bureau of Registration	
022-500248	\$2,431	\$486.20	100% Highway Fund
Rents to Owners Non-State Space			
02-23-23-233015-2311	Dept. of Safety	Division of Motor Vehicles – Bureau of Driver Licensing	
022-500248	\$2,431	\$486.20	100% Highway Fund
Rents to Owners Non-State Space			

Explanation

This amendment will continue to provide the residents of the greater Berlin area with a Department of Safety, Division of Motor Vehicles office at 143 East Milan Road while potential new office locations within the Berlin area are reviewed. The current annual rent of \$5,834.40 (approx. \$4.86 per square foot), shall remain unchanged, prorated to a monthly rent of \$486.20.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated this 4th day of April, 2011, and is by and between the State of New Hampshire acting by and through the Department of Safety, Division of Motor Vehicles, (the "Tenant") and the City of Berlin, Berlin Industrial Development & Park Authority, (the "Landlord"), 168 Main Street, City Hall, Berlin NH 03570.

Whereas, pursuant to a five year lease agreement (the "Agreement") for 1,200 square feet of space located at 143 East Milan Road, Berlin NH, (the "Premises") which was dated August 15th, 2006 and was approved by the Governor & Executive Council retroactively on October 11, 2006 item #76A, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement which commenced September 1, 2006 and will expire August 31, 2011, and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, due to fiscal constraints the Tenant may need to consolidate, close or relocate certain offices during the next twelve months but will not be able to make such determination prior to the expiration of the current term, and;

Continued short term occupancy in the Premises with extension of the current rental rate is mutually desirable and advantageous to both parties, and will allow the Tenant to lawfully continue payment of rent, and;

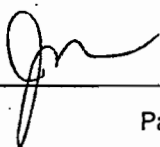
The Landlord is willing to allow up to twelve (12) months of continued occupancy under the terms of the originating Agreement during which time the Tenant shall have an option for early termination upon delivering advance thirty (30) days written notice to the Landlord;

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:

Date

4-6-11

Initials



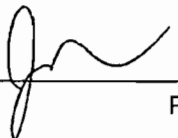
Amendment of Agreement:

3.1 Term: The expiration date of the current Agreement, August 31, 2011 is hereby amended to terminate no later than twelve (12) months thereafter, August 31, 2012. During the amended Term the Tenant shall have the option to terminate the Agreement early by serving advance written notice to the Landlord; such notice shall be served at least thirty (30) days prior to termination.

4.1 Rent: The current "triple net" annual rent of \$5,834.40 which is approx. \$4.86 per square foot, shall remain unchanged, prorated to a monthly rent of \$486.20 which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable upon September 1, 2011 and shall continue to be paid on the 1st day of each month during the amended term unless the Agreement is sooner terminated. The total amount of rent to be paid under the terms of this agreement shall not exceed twelve (12) months which is \$5,834.40.

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 it's sole expense, 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. 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 thirty (30) 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.

Date 4-6-11 Initials 

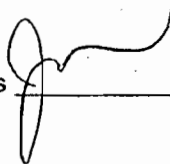
EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

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.

Date

4-6-11

Initials



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

TENANT: State of New Hampshire, acting through its: Department of Safety, Division of Motor Vehicles:

By Wesley J. Cobby Dir. of Helm

LANDLORD: City of Berlin, Berlin Industrial Development & Park Authority

By [Signature]
Signature
Print City Manager
Name & Title

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

UPON THIS DATE (insert full date) April 6, 2011,
appeared before me Susan Tremblay the undersigned officer

(print full name of notary)
personally appeared (insert Landlord's signature) PATRICIA HALLGREN
who acknowledged him/herself to be: City Manager of the City of Berlin, NH
(print officer's title, and the name of the corporation) 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)

[Signature]



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

By: John V. Norton, Assistant Attorney General, on 6/6/11

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

CERTIFICATE OF VOTE

I, Debra Patrick, do hereby certify that I am the City Clerk of the City
of Berlin, a municipality in the state of New Hampshire, County of Coos,
in the United States of America.

I do further certify that Patrick MacQueen, is City Manager of the
municipality and is duly authorized by the by-laws and laws of the State of New Hampshire to execute and
deliver for on behalf of the municipality any contracts with the State of New Hampshire. This authority
was given during an official meeting of the City Council of the City of Berlin on the following
date: 8-19-2002.

I further certify that such authority has not been repealed, rescinded, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and attached the seal of the city of

Berlin on this 11th day of April, 2011.

Debra A. Patrick, cmc

Signature

City Clerk

Title of Signatory

SEAL

NOTARY STATEMENT

As Notary Public and/or Justice of the Peace, registered in the state of New Hampshire, County of

Coos

upon this date 4-11-2011, appeared before me

Susan Tremblay, the abovesigned officer personally appeared

Debra A. Patrick, who acknowledged him/herself to be the City Clerk of

the town/city of Berlin, New Hampshire, and that being authorized to do so, he/~~she~~

executed the foregoing instrument for the purposes therein contained, by signing by him/~~herself~~ in the

name of the city of Berlin, New Hampshire. In witness whereof, I hereunto set my

hand and official seal.

Susan Tremblay
Signature of Notary or Justice of the Peace

Susan Tremblay
Name of Notary or Justice of the Peace

4-1-2014
Date of Expiration (of Commission)

SEAL

SUSAN L. TREMBLAY
Notary Public-New Hampshire
My Commission Expires
April 01, 2014

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

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 coverage categories listed below.

Participating Member:		Member Number:	Company Affording Coverage:	
City of Berlin City Hall 168 Main Street Berlin, NH 03570		120	NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits, Statutory Limits, May Apply if Not								
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	07/01/2010	07/01/2011	<table border="1"> <tr><td>Each Occurrence</td><td>\$ 5,000,000</td></tr> <tr><td>General Aggregate</td><td>\$ 5,000,000</td></tr> <tr><td>Fire Damage (Any one fire)</td><td>\$</td></tr> <tr><td>Med Exp (Any one person)</td><td></td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$ 5,000,000	Fire Damage (Any one fire)	\$	Med Exp (Any one person)	
Each Occurrence	\$ 5,000,000										
General Aggregate	\$ 5,000,000										
Fire Damage (Any one fire)	\$										
Med Exp (Any one person)											
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<table border="1"> <tr><td>Combined Single Limit (Each Accident)</td><td></td></tr> <tr><td>Aggregate</td><td></td></tr> </table>	Combined Single Limit (Each Accident)		Aggregate					
Combined Single Limit (Each Accident)											
Aggregate											
<input type="checkbox"/> Workers' Compensation & Employers' Liability			<table border="1"> <tr><td>Statutory</td><td></td></tr> <tr><td>Each Accident</td><td></td></tr> <tr><td>Disease -- Each Employee</td><td></td></tr> <tr><td>Disease -- Policy Limit</td><td></td></tr> </table>	Statutory		Each Accident		Disease -- Each Employee		Disease -- Policy Limit	
Statutory											
Each Accident											
Disease -- Each Employee											
Disease -- Policy Limit											
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<table border="1"> <tr><td>Blanket Limit, Replacement Cost (unless otherwise stated)</td><td></td></tr> </table>	Blanket Limit, Replacement Cost (unless otherwise stated)							
Blanket Limit, Replacement Cost (unless otherwise stated)											

Description: Proof of Primex Member coverage only .

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ -- NH Public Risk Management Exchange
New Hampshire Department of Safety Hazen Drive Concord, NH 03301			By: Tammy Denver
			Date: 4/6/2011 tdenver@nhprimex.org
			Please direct inquiries to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax



RICHARD M. FLYNN
COMMISSIONER

State of New Hampshire

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

Sent to Donny
10/3/06

GAC approved
10/11/06
#76-A

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

October 3, 2006

REQUESTED ACTION

Authorize the Department of Safety, Division of Motor Vehicles, to retroactively enter into a five year lease renewal with the City of Berlin, Berlin Industrial Development & Part Authority (BIDPA), 168 Main Street, City Hall, Berlin, NH 03570, (VC #) in the amount of \$26,523 for the rental of space for the Division of Motor Vehicles substation. not including janitorial, snowplowing or utilities. The lease is effective from September 1, 2006 through August 31, 2011. Funding is available in activity 2330 as follows: 100% Highway

21049

	<u>FY 07</u>	<u>FY 08</u>	<u>FY 09</u>	<u>FY 010</u>	<u>FY 11</u>	<u>FY 012</u>
010-023-2311-022-0248	\$2,000	\$2,500	\$2,625	\$2,756.25	\$2,894.05	\$486.20
010-023-2312-022-0248	\$2,000	\$2,500	\$2,625	\$2,756.25	\$2,894.05	\$486.20

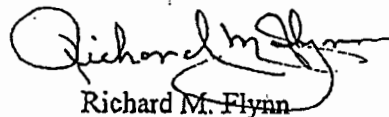
EXPLANATION

The Division has been looking for new space in the Berlin/Gorham area for some time. In the spring and early summer of 2006, it was determined that it was necessary to continue the office where it was or close the office. After several months of negotiations, the City accepted the up to five-year lease and commenced to obtain approval and signatures for the attached lease renewal.

Approval of this five-year lease renewal will authorize the continuation of the rental of the 1200 square foot Motor Vehicle office located at 143 East Milan Road, Berlin. The lease renewal was effective September 1, 2006 ending August 31, 2011. Either party may terminate the lease early with 60 days advance written notice. The rent is as follows: Year One - \$4,800 (\$4.00 per sq. ft), Year Two - \$5,040 (\$4.20 per sq. ft.), Year Three - \$5,292.00 (\$4.41 per sq. ft.), Year Four - \$5556.60 (\$4.63 per sq. ft.), and Year Five - \$5,834.40 (\$4.86 per sq. ft.). The cost of utilities, janitorial and snow plowing is an additional expense to the Division of Motor Vehicles.

The Office of the Attorney General has reviewed and approved this lease renewal agreement.

Respectfully submitted,



Richard M. Flynn
Commissioner of Safety

RMF/sab
G/C city of berlin 10-3-06

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: October 2, 2006

SUBJECT: Attached Lease Amendment;
Approval respectfully requested.

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

LESSEE: Dept. of Safety, Division of Motor Vehicles, 33 Hazen Drive, Concord NH 03305

LESSOR: City of Berlin, Berlin Industrial Development & Park Authority (BIDPA) 168 Main Street,
City Hall, Berlin NH 03570

DESCRIPTION: Retroactive five-year renewal lease. Approval of the enclosed agreement will authorize the continued rental of Safety's current 1,200 square foot Motor Vehicle office located at 143 East Milan Road, Berlin NH. Although Safety initially rented this location (under a one year "memo of understanding") as a "temporary" location no other viable sites have been found; therefore the enclosed agreement was promulgated. In order to provide flexibility should a more suitable location be found, during the term both parties shall have the option to terminate the agreement early upon sixty days notice.

TERM: Retroactive five (5) year agreement, commencing September 1, 2006 ending August 31, 2011.
Either party may terminate the lease early with 60 days advance written notice.

RENT: Year One Rent:	\$4,800.00, which is \$4.00 per sq. ft. + \$10.35* = \$14.35
Year Two Rent:	\$5,040.00, which is \$4.20 per sq. ft. + \$10.66* = \$14.86
Year Three Rent:	\$5,292.00, which is \$4.41 per sq. ft. + \$10.98* = \$15.39
Year Four Rent:	\$5,556.60, which is \$4.63 per sq. ft. + \$11.31* = \$15.94
Year Five Rent:	\$5,834.40, which is \$4.86 per sq. ft. + \$11.65* = \$16.51

RECEIVED

JANITORIAL: Tenant's additional expense, approx. \$4,500 annually

UTILITIES: Tenant's additional expense, approx. \$4,423 annually

SNOW REMOVAL: Tenant's additional expense, approx. \$3,500 annually

***TOTAL ADDITIONAL TENANT ANNUAL EXPENSE:** \$12,423 annually which is \$10.35 per sq. ft. annually
Estimate approximately 3% increase annually after "Year One".

ESTIMATED TOTAL COST OF (5 year) LEASE TERM: \$92,460.00

AUG 21 2006

DEPT. OF SAFETY
BUSINESS OFFICE

PUBLIC NOTICE: Complied with requirements, no viable offers were received other than the enclosed.

CLEAN AIR PROVISIONS: The Premises will be tested for "clean air" compliance and subsequently certified as such by the Tenant no later than thirty days after the commencement of the term

BARRIER-FREE DESIGN COMMITTEE: Conditional Approval recommended, contingent upon the provision of certain renovations. The Tenant shall provide the renovations.

OTHER: Review of the enclosed agreement 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

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

Michael Connor, Director

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

RECEIVED

AUG 18 2006

DEPT. OF SAFETY
BUSINESS OFFICE

1. Parties to the Lease:

This indenture of Lease is made this 15th day of August 2006, by the following parties:

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

Name: City of Berlin, Berlin Industrial Development & Park Authority (BIDPA)

(if corporation, give full corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 168 Main Street, City Hall

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

<u>Berlin</u>	<u>NH</u>	<u>03570</u>	<u>(603) 752-7532</u>
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: Department of Safety

Address: 33 Hazen Drive

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

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-1080</u>
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: 143 East Milan Road

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

<u>Berlin</u>	<u>NH</u>	<u>03570</u>
City	State	Zip

The demise of the premises consists of: 1,200

(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 September, in the year 2006, and ending on the 31st day of August, in the year 2011, unless sooner terminated in accordance with the Provisions hereof. See Exhibit E Special Provision 1 herein for text supplemental to "3.1" Term" above.

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

3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED ☐

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

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

3.3 Extension of Term: The Tenant shall have the option to extend the Term for *(insert text)* zero Additional term(s) of No (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)* September 1, 2006. 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: **SEE EXHIBIT E FOR REPLACEMENT TEXT FOR THIS SECTION** Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro-rata abatement of the rent made by the parties hereto.

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

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

OR SEE EXHIBIT E HEREIN FOR PROVISION OF UTILITIES

☐ 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 following:
(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.

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) The Premises shall serve as a regional office for the Division of Motor Vehicles, Bureau of Driver Licensing, and Bureau of Registration.
and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair: See Exhibit E herein for revised text replacing 8.1 below.

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

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

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

☒ Janitorial Services shall be the Tenant's responsibility.

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

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

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

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

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

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

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

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

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

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

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

10.2.1 **Extension of Time for Completion:** If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) _____ 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.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".
- 15.1 **Waiver of Subrogation:** (optional clause, applicable only if selected) ☐ Selected
Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.
16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

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

16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

17. **Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality 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, causality, 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, causality, 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 SAFETY

Authorized by: (give full name and title)

Richard M. Flynn, Commissioner

LANDLORD: (give name of either the corporation or the individual)

City of Berlin, Berlin Industrial Development & Park Authority

Authorized by: (give full name and title) Richard Huot

Chair

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

OF: New Hampshire COUNTY OF: COOS

UPON THIS DATE (insert full date) Sept 18, 2006, appeared before

me (print full name of notary) Susan Tremblay the undersigned officer personally

appeared (insert Landlord's signature) Richard Huot

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

Chair of Berlin Industrial Development & Park Authority 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)

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:

9/21/06

Approving Attorney:

Approved by the Governor and Executive Council:

Approval date:

Signature of the Deputy Secretary of State:

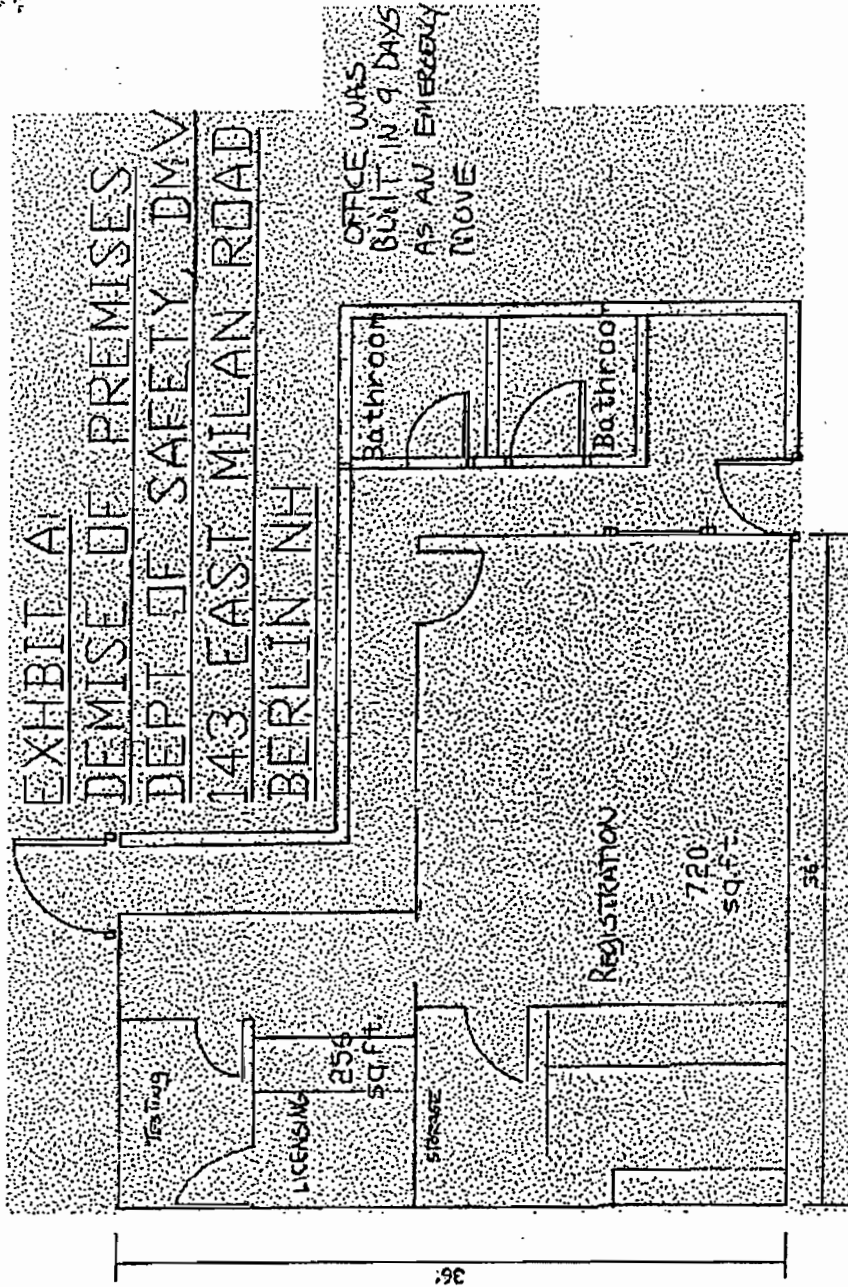
The following Exhibits shall be included as part of this lease:

EXHIBIT A

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

1. The Tenant's use of the Premises shall include the exclusive use of the area shown in the attached floor plan titled: "Exhibit A, Demise of Premises, Dept. of Safety, 143 East Milan Road, Berlin NH", and;
2. The Tenant's "shared use" of the Premises shall include the parking lot areas and access paths leading to the areas of "exclusive use" in the building to which the Premises are a part.
3. The Tenant may use a certain portion of the parking lot - the portion located between the two (2) loading docks on the left hand side of the building - for conducting slow speed motorcycle operator testing, such use shall be one morning per week during the summer, from 8:30 AM to 10:00 AM. If the current water bottling facility should vacate the building to which the Premises are a part, the Tenant may utilize the parking lot on the right hand side of the building for conducting slow speed commercial vehicle operator testing one day per week, year round. The Tenant shall have the right to mark and/or designate the testing area with placement of temporary traffic cones and/or temporary tape or small paint marks. The Tenant shall remove all temporary designation material after completion of each testing session.
4. The Tenant shall have the right to utilize the common parking areas provided for the building to which the Premises are a part for use by its Staff members and visitors to the Premises. The Tenant anticipates their average customer parking during business hours shall require twenty (20) parking spaces. Provision of parking it included in the "annual rent" set forth herein, no separate or additional charge shall be made to or paid by the Tenant for parking.

EXHIBIT A (continued)



Parking

East Milan Road

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.*

FIVE-YEAR ANNUAL RENTAL SCHEDULE:

The Premises are comprised of approximately 1,200 square feet of space as set forth in "Section 2" and "Exhibit A" herein; the "cost per square foot" of the Premises set forth herein is calculated upon this figure. The "rent" set forth herein depicts 5% annual escalation, and does not include the provision of utilities or janitorial services, which shall be an additional responsibility and cost to the Tenant.

RENTAL SCHEDULE FOR THE FIVE-YEAR TERM:

YEAR	APPROX. SQ. FT. COST	MONTHLY RENT	ANNUAL RENT
1) 09/01/06 - 08/31/07	\$4.00	\$400.00	\$4,800.00
2) 09/01/07 - 08/31/08	\$4.20	\$420.00	\$5,040.00
3) 09/01/08 - 08/31/09	\$4.41	\$441.00	\$5,292.00
4) 09/01/09 - 08/31/10	\$4.63	\$463.05	\$5,556.60
5) 09/01/10 - 08/31/11	\$4.86	\$486.20	<u>\$5,834.40</u>

TOTAL BASE RENT COST FOR FIVE-YEAR TERM: \$26,523.00

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 the provision of Janitorial services (at the Tenant's sole expense) to the Premises. Provision of janitorial services shall include timely, consistent cleaning services that maintain the Premises in a neat, reasonably clean manner, and provision of "consumable" goods in the Premise's rest rooms.

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.*

1. The Landlord expressly agrees to allow the Tenant, at the Tenant's sole expense, to provide the following renovations and improvements to the Premises, which shall be completed no later than thirty (30) days after the inception of the Term herein:
 - a. In the parking lot located adjacent to the building to which the Premises are a part, one "Van Accessible" parking space and access aisle shall be provided and properly designated by providing new/revised lot striping and exterior signage in compliance with the following: The "access aisle" shall be 8' wide, located on the "passenger side" (right hand side with head-in parking) of the "van accessible" (8' wide) parking space. The surface of the "access aisle" shall be painted with yellow diagonal lines, thereby designating it as a "no parking" zone. The access aisle shall be adjacent to the curb cut and/or easement that provides access to the ramp located at the public entry. A new exterior sign properly designated the parking space as "reserved" (bearing the universal symbol of accessibility) and "van accessible" shall be supplied and permanently installed directly in front of the designated space, the lower edge of the sign shall be 60" above the ground.
 - b. The existing ramp providing access to the Premises shall be replaced with a new ramp that provides a compliant grade (no greater than 1:12 is permissible), edge protection (min. 4" high edge protection required at all edges of ramp), clearances and hand rails (mount at 36" high and extend 12" beyond ramp).
 - c. The "public restroom" shall be renovated as follows:
 - i. The existing "door knob" entrance hardware shall be changed to provide "lever set" entrance hardware, use of an "adaptive lever" affixed to the existing door knob is permissible. The "lever set" hardware must still provide a "privacy lock" for the occupant as provided by the current hardware.
 - ii. The existing paper sign hung on the rest room door shall be removed, with a new raised character and Braille sign providing compliance with ADAAG and ANSI standards supplied and installed. The sign shall be provided with both the "unisex" symbol characters and the "wheelchair" (accessibility) symbol. Text on the sign shall read "unisex". The new sign shall be installed 60" above the floor on the WALL adjacent to (18" from the door frame) the latch side of the door.
 - iii. The waste pipe below the existing sink fixture shall be insulated, as required for compliance with ADAAG and ANSI standards.
 - iv. The faucets on the existing sink shall be replaced with compliant hardware, operable with a closed fist (such as lever style faucets).
 - v. The existing toilet shall be modified to provide a higher seat ht measuring 18" to 19" above the floor. Use of a "thick seat" (which can be obtained from hospital supply companies) is permissible.
 - vi. Two horizontal grab bars shall supplied and installed adjacent to the toilet, mounted at the height of 36". The grab bar behind the toilet shall be 36" wide; the grab bar adjacent to the toilet shall be 42" wide.
 - vii. The toilet paper dispenser shall be relocated so that it is no more than 7 - 9" in front of the toilet.
 - viii. The paper towel dispenser shall be relocated, providing a dispensing ht. Of no more than 48" above the floor.
 - d. The Tenant shall provide and install new (or modify existing) door entrance hardware throughout the Premises, providing lever set mechanisms instead of the existing doorknob.
 - e. The fire extinguisher mounted on the wall in the reception area shall be relocated in a manner which prevents it from being a "protruding object", which can be a hazard to sight impaired individuals.
 - f. The Tenant shall provide an accessible (no greater than 36" high at work surface, at least 29" high knee space below) work surfaces at each self-service table in the reception area.

EXHIBIT D, continued

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

No later than thirty (30) days after commencement of the term herein, the Tenant (at Tenant's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with these rules the Tenant shall submit the results of the "air test" to the Landlord for signature and notarization, and then forward them to the "State of New Hampshire Dept. of Environmental Services Radon/Indoor Air Quality Program" for review and "Certification of Compliance". After reviewing the testing results "Environmental Services" will either issue a "Certificate of Compliance" to the Landlord and Tenant, or send a letter delineating the deficiencies. The Landlord and Tenant shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation on how to remedy any deficiencies. The Landlord shall proceed to remedy the air quality deficiencies through repair and/or renovations to the premises, however the Landlord's obligation to provide remedy shall not exceed provision of work or improvements that can be provided for \$1,000.00 or less. If provision of "remedy" to air quality deficiencies is anticipated to exceed the \$1,000.00 limit of expenditure, the Landlord shall offer the Tenant the option to provide the balance of the projected cost. If the Tenant does not wish to or is unable to pay for the "balance of cost", they shall have the option to terminate the lease early, effective upon sixty days written notice to the Landlord. Subject to the forgoing limitations, any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiencies were revealed in the testing results. After the completion of all repairs to the air handling systems, the Tenant shall have the premises re-tested for compliance, following the procedure outlined above in submitting the testing results to Environmental Services for their review and issuance of the "Certificate of Compliance".

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 required other than those to be provided by the Tenant described in Part I above.

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

The Tenant will use any community based recycling services that become readily available.

EXHIBIT E
SPECIAL PROVISIONS

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

Special Provision 1: OPTION FOR EARLY TERMINATION. The Tenant and the Landlord shall both have the option to terminate the agreement herein early, in advance of the September 1st 2011 expiration date set forth in section "3.1 Term". This option may be exercised by either party by delivering no less than sixty (60) days advance written notice to the other party informing them of their decision to terminate the agreement, and the date the Premises are to be vacated. The Tenant's rental payment obligation to the Landlord shall terminate upon the date stipulated in this notice, or upon the date they actually vacate the Premises, whichever is later. If early termination results in less than a full month's rent being due and payable to the Landlord, the monthly rate for applicable annual year (set forth in Exhibit B herein) shall be prorated into a daily rate, and the Tenant shall pay for the actual number of days within the month the Premises are occupied.

Section 5. "Conditional Obligation of the State" the standard text is replaced by the following: 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 or State Leased 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.

Section 6. Utilities: the following modifies the standard text:

The Tenant shall, at their sole expense, be responsible for furnishing all utilities to those areas of the Premises designated for their exclusive use. The Tenant shall directly remit payment for each utility to the provider thereof.

Section 8.1, the standard text is replaced by the following text:

8.1 Maintenance by the Landlord: The Landlord shall at its own expense, maintain the exterior and interior of the building to which the Premises are a part 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 and Tenant shall keep all sidewalks, entrances, roadways, and parking areas which provide access to the Premises free of refuse, snow and ice. ~~at all times~~, The Landlord shall 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 provision of any and all pest control that 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 shall be replaced by the Landlord 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.~~

Section 12 "Signs" the standard text is modified by the following: Tenant shall have the right to erect/install signs identifying the Tenant near the road and entrance driveways leading to the Premises, near the public entry to the Premises, and within the Premises as deemed necessary by the Tenant for conducting business and/or to comply with the requirements of the State of New Hampshire Architectural Barrier-Free Design Code. The Tenant shall request approval of their intended signage installation from the Landlord in advance, approval shall not be unreasonably withheld. All signs provided and installed by the Tenant shall be removed by the Tenant, at their sole expense, at the end of the Term or any extension therefore. Any damage caused or due to such removal shall be repaired by the Tenant.

Section 15 "Insurance" the standard text is modified by the following: The provisions of paragraph 15 are amended to accept the limits of liability in the attached certificate of insurance as adequate.

EXHIBIT F

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

EXHIBIT G

**ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE**

Mark Weir, Chair
Jeffrey Marden, Vice Chair
Cheryl L. Killam, Accessibility Specialist

Direct Line (603) 271-4177
Email: cheryl.killam@nh.gov

Website: www.state.nh.us/disability/abcommittee

February 27, 2006

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

REQUESTED ACTION

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Dept. of Safety, Div. of Motor Vehicles, Rochester Substation
Location: Globe Plaza, 306 North Main Street, Rochester, NH 03867
Lessor: First Development Corporation, P.O. Box 103, Salem NH 03079
Term: July 1, 2006 – June 30, 2011 with No Extensions

The Architectural Barrier-Free Design Committee respectfully recommends that the subject lease renewal for 2,000 square feet of space be approved with the following conditions: All conditions listed below must be met no later than 30 days of the commencement of the term and must be completed in compliance with Exhibit D and all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code (ANSI-98) for the State of New Hampshire, the NH State Building Code (IBC 2000, NFPA 101), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG).

1. Re-stripe the "accessible" parking spaces and the adjacent access aisle in compliance with ANSI-98 502 and ADAAG 4.1.2 (5) and 4.6.
2. Properly designate one parking space as "Van-Accessible" in compliance with ADAAG 4.6.4.
3. For the existing "public restroom" replace the doorknob with compliant hardware (lever or loop handle), in compliance with ANSI-98 404.2.7 and ADAAG 4.13.9.
4. For the existing "public restroom" install signage in compliance with ANSI-98 703 and ADAAG 4.30.
5. For the existing "public restroom" insulate the pipes beneath the sink, in compliance with ANSI-98 606.6 and ADAAG 4.19.4.
6. In the public waiting area, the Tenant will install directional signage reading "Public Restroom Located in Mall Corridor".
7. The Tenant shall provide and install (new or modify existing) accessible door hardware throughout their Premises, in compliance with ANSI-98 404.2.7 and ADAAG 4.13.9.
8. The Tenant shall install additional accessible counter space at each service counter, in compliance with ANSI-98 904 and ADAAG 7.2.

This recommendation is based upon the site-survey completed by and the assurances of the leasing agency's ADA Coordinator that this facility will be accessible upon compliance with the above conditions.

Should future inspection prove that areas of non-compliance exist, with the exception of Conditions 6, 7, and 8, the agency should either withhold rent until the landlord brings the facility into compliance or the agency should negotiate to remedy the non-complying areas with the state.

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

Mark Weir, Chairperson
clk

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

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

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

DATE: May 2, 2013

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 Safety, Division of Motor Vehicles, 33 Hazen Dr, Concord NH

LESSOR: City of Berlin, Berlin Industrial Development & Park Authority, 168 Main Street,
City Hall, Berlin NH 03570

DESCRIPTION: Lease Amendment: Approval of the enclosed will authorized the Division of Motor Vehicles to amend their current lease of 1,200 square feet of space located at 143 East Milan Road, Berlin NH, providing continued rental under the terms of the current lease

TERM: Thirteen (13) months extending the May 31, 2013 expiration to June 30, 2014

ANNUAL RENT: Current triple net annual rent of \$5,834.40 (\$4.86 per SF) to increase approximately 25% to \$7,284 (\$6.07 per SF) annually

JANITORIAL/PLOWING: Additional tenant cost, approx. \$4,100 annually

HEAT/ELECTRIC: Additional tenant cost, approx. \$6,700 annually

TOTAL COST: \$7,284 annual rent + \$10,800 annual additional tenancy costs
= \$18,084 (\$15.07 per SF) annually + 1 month

PUBLIC NOTICE: DMV has been searching for an alternate location for this office – currently in a very remote location - for many years with the goal of providing better customer service; to this end many competitive RFP process' have been undertaken over the past five years with the most recent undertaken in the fall of 2012. One very promising centrally located potential new space was offered during this RFP, the space was also large enough to accommodate Safety's Gorham area EMS, which would have allowed efficient collocation of the two agencies. Design-build plans and specifications documenting the scope of necessary tenant fit-up for the space were provided and bid, however all prices received were much higher than anticipated, precluding lease of the proposed new space. Amendment of the lease for the current DMV regional office is therefore now needed in order to continue daily operations and lawful payment of rent, this amendment also provides an increase to the rent per the City's requirements.

CLEAN AIR PROVISIONS: No provisions applicable to an amended term

BARRIER-FREE DESIGN COMMITTEE: Additional review not required for amended term

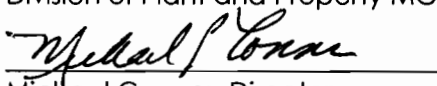
OTHER: Approval of the enclosed is recommended

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:
Division of Plant and Property MGMT


Michael Connor, Director

