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

William L. Wrenn  
Commissioner  
  
Bob Mullen  
Director

April 11, 2014

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

**REQUESTED ACTION**

Authorize the NH Department of Corrections to exercise a two year option to extend the current lease agreement with Robat Holdings, LLC (VC# 158278), P.O. Box 397, Manchester, NH by increasing the lease amount by \$161,586.00 from \$235,259.28 to \$ 396,845.28 for the purpose of continued provision of probation/parole district office space for the period of June 1, 2014 through May 31, 2016 effective upon Governor and Executive Council approval. 100% General Funds

Funding is available in account, *District Offices*: 02-46-46-464010-8302-022-500248 as follows with the authority to adjust encumbrances in each of the States fiscal years through the Budget Office if needed and justified. Funding for SFY 2016 is contingent upon the availability and continued appropriation of funds.

Original Manchester DO Lease:					
Account:	Description:	SFY 11-13	SFY 14	SFY 15	SFY 16
02-46-46-464010-8302-022-500248	Rents to Non-State	163,374.50	71,884.78	-	-
Manchester DO Extension Agreement:					
Account:	Description:	SFY 11-13	SFY 14	SFY 15	SFY 16
02-46-46-464010-8302-022-500248	Rents to Non-State	-	6,666.51	80,130.60	74,788.89
Lease Amount SFY:		163,374.50	78,551.29	80,130.60	74,788.89
Total Manchester DO Lease:					\$ 396,845.28

**EXPLANATION**

The NH Department of Corrections is seeking approval to enter into a two-year lease extension commencing June 1, 2014 and ending May 31, 2016 for continued provision of Division of Field Services probation/parole district office space consisting of approximately 5,500 square feet, located at 60-63 Rogers Street, 2<sup>nd</sup> floor, Manchester, NH .

Section 3.3 of the original lease, which was approved by Governor and Executive Council on May 11, 2011, Item #22A, provides the Tenant an option to extend the term for an additional two year term, subject to receipt of all required approvals. The original lease was procured competitively in accordance with all State requirements, and provided a "gross" fixed rate of \$14.27 per square foot, \$78,419.76, annually for the first three years with no escalation. The rate for the two year extension shall escalate 2% upon the anniversary date of each year, resulting in "year four" at a "gross" rate of \$14.55 per square foot, \$79,998.12, annually, and "year five" at a "gross" rate of \$14.83, \$81,587.88, annually. These rates include the Landlord's provision of heat, electricity, janitorial services, real estate taxes, insurance, snow plowing and removal, and building and site maintenance.

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

Respectfully Submitted,

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

William L. Wrenn  
Commissioner

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

- **Advance notice to Landlord of Tenant exercising their option for Lease Extension:**  
As provided by section 3.3 "extension of term" in the original "State of New Hampshire" lease contract agreement (**copy attached herein**) the "Tenant" who is the State of NH, acting through the Department of: Corrections

Hereby notifies the "Landlord", who is identified in the original lease agreement as: Robat Holdings, LLC P.O. Box 397 Manchester, NH 03305-0397 that the Tenant hereby gives written notice of their intent to exercise the option to extend the lease term.

- **The inception of the extension of term:** The effective dates of the extension shall be as set forth in the original lease contract, commencing: June 1, 2014 ; ending: May 31, 2016.
- **The rent during the extension of term** shall be as set forth in the original contract. In order to preclude any misunderstanding between the Landlord and Tenant, the rate documented for each year of the extension is hereby reiterated:

Year	Lease Dates	Approx sq/ft	Monthly Rent	Annual Rent	Approx % Incr
4	June 1, 2014 - May 31, 2015	\$14.55 sq/ft	\$6,666.51	\$79,998.12	2%
5	June 1, 2015 - May 31, 2016	\$14.83 sq/ft	\$6,798.99	\$81,587.88	2%

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

**OFFICIAL NOTICE GIVEN BY TENANT:** The State of New Hampshire, acting through its Department of: Corrections

Authorized by: (give full name and title) William F. Wren Commissioner  
(signature and title)

**OFFICIAL NOTICE RECEIVED BY LANDLORD:**

Received by Landlord: (give full name and title) Pomelo Lopez member ROBAT HOLDINGS LLC  
(signature and title)

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

Approval date: 4/23/14

Approving Attorney: Mik. Brun

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

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

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

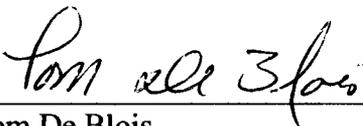
UNANIMOUS CONSENT RESOLUTIONS OF THE MEMBERS OF  
ROBAT HOLDINGS, LLC

1. **APPROVAL:** That the members are authorized and empowered to execute, deliver and perform and sign a lease with the DEPARTMENT OF CORRECTIONS, DIVISION OF FIELD SERVICES for a two(2) year term.

**RESOLVED;** That all actions previously taken on behalf of the corporation and all agreements, documents and instruments of every kind and discription executed in the name of and on behalf of the Corporation delivered by the Corporation concerning the subject matter of these Resolutions be, and hereby are in all respects adoptd, ratified and approved.

**RESOLVED;** To enter the corporate records of the Corporation a copy of these Unanimous Consent Resolutions signed by its member.

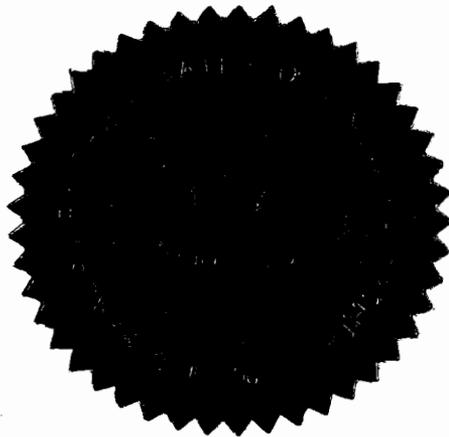
DATED; Effective date February 10,2014

  
\_\_\_\_\_  
Tom De Blois  
Member

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROBAT HOLDINGS, LLC is a New Hampshire limited liability company formed on September 17, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 24<sup>th</sup> day of March, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State



# State of New Hampshire 2014 ANNUAL REPORT

The following information shall be given as of January 1  
preceeding the due date Pursuant to RSA 304-C:80.  
**REPORT DUE BY April 1, 2014**  
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE  
WILL BE ASSESSED A LATE FEE.

Filed  
Date Filed: 03/12/2014  
Business ID: 279215  
William M. Gardner  
Secretary of State

ROBAT HOLDINGS, LLC  
824 S MAMMOTH RD  
MANCHESTER, NH 03109

**ADDRESS OF PRINCIPAL OFFICE:**

824 S MAMMOTH RD  
MANCHESTER, NH 03109

**REGISTERED AGENT AND OFFICE:**

DEBLOIS, THOMAS H  
824 S MAMMOTH RD , PO BOX 397  
MANCHESTER, NH 03105

ENTITY TYPE: LLC  
BUSINESS ID: 279215  
STATE OF DOMICILE: NEW HAMPSHIRE

PCHS REC LEASE ACQUIRE OWN HOLD IMPROVE USE & DEAL  
W/REAL OR PERSONAL PROPERTY

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

- The new mailing address \_\_\_\_\_  
 The new principal office address \_\_\_\_\_

PO Box is acceptable.

**MANAGERS**

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
LIST AT LEAST ONE MANAGER BELOW OR MEMBER ON RIGHT

**A**

**MEMBERS**

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
MUST LIST AT LEAST ONE MEMBER BELOW IF NO MANAGERS

**B**

NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....

MEMB. **Thomas H. Deblois**  
STREET **824 South Mammoth Road**  
CITY/STATE/ZIP **Manchester Nh 03109**  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....  
NAME .....  
STREET .....  
CITY/STATE/ZIP .....

NAMES AND ADDRESSES OF ADDITIONAL MANAGERS/MEMBERS ARE ATTACHED

To be signed by the manager, if no manager, must be signed by a member.  
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: thomas h De Blois

Please print name and title of signer: thomas h De Blois / MEMBER  
NAME TITLE

FEE DUE: **\$100.00**

E-MAIL ADDRESS (OPTIONAL): \_\_\_\_\_



027921520141004

**WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A  
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE  
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED**

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301



**Lind, Jennifer**

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**From:** Belec, Mary F <Mary.Belec@NH.Gov>  
**Sent:** Monday, April 07, 2014 3:06 PM  
**To:** Lind, Jennifer  
**Subject:** FW: Worker Compensation Certificate: Tom DeBlois

Hi Jennifer,

Please see the email below from Tom regarding the COI for the lease extension - it provides his statement of "exemption" due to no direct employees – he hires "contractors" instead.

*Mary Belec*

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

---

**From:** [REDACTED]  
**Sent:** Monday, April 07, 2014 2:21 PM  
**To:** Belec, Mary F  
**Subject:** Worker Compensation Certificate

Hi Mary

You asked me for a Workers Compensation Certificate. This is something that I can not provide at this time, because I do not have any employees. Should that change, I will be happy to provide a Certificate.

Thank you

Tom De Blois  
[REDACTED]

**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 12, 2014

**SUBJECT:** Attached Lease;  
Approval respectfully requested

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

**LESSEE:** Department of Corrections, 105 Pleasant Street, Concord NH

**LESSOR:** Robot Holdings, LLC, P.O. Box 397, Manchester, NH03305

**DESCRIPTION:** Retroactive Lease Extension: Approval of the enclosed will retroactively authorize extending the lease for the Departments' Manchester Probation and Parole Office located at 60-63 Rogers Street, Manchester NH. The extended term will allow the Department to continue providing required services to the area.

**TERM:** Two (2) years: June 1, 2014 expiration extended to May 31, 2016

**RENT:** Year 1: June 1, 2014-May 31, 2015 annual rent of \$79,998.12 which is \$14.55 per square foot. Initial three year term was at the rate of \$14.27 (0% escalation) however 2% escalation will be applied to each year of the extended term.

Year 2: June 1, 2015-May 31, 2016 annual rent of \$81,587.88 which is \$14.83 per square foot (2% escalation).

**JANITORIAL:** included in annual rent

**UTILITIES:** included in annual rent

**PUBLIC NOTICE:** Extension of current term provided as Tenant's option under the terms of the originating lease therefore "public notice" not required under provision of DAS Adm 610 "Agency Leases"

**CLEAN AIR PROVISIONS:** None applicable for an extension of term

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

**OTHER:** Approval of the enclosed is recommended

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

Reviewed and recommended by:  
Bureau of Planning and Management

  
Mary Belec, Administrator II

Approved by:  
Department of Administrative Services

  
Michael Connor, Deputy Commissioner



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF CORRECTIONS  
 DIVISION OF ADMINISTRATION

William L. Wrenn  
 Commissioner  
 Bob Mullen  
 Director

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

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

April 18, 2011

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

G & C

Pending \_\_\_\_\_

Approved 5.11.11

Item # # 22A

**REQUESTED ACTION**

Authorize the NH Department of Corrections to enter into a renewal lease agreement in an amount not to exceed \$235,259.28 with Robat Holdings, LLC (VC# 158278), P.O. Box 397, Manchester, NH for the purpose of probation/parole district office space for the period of June 1, 2011 through May 31, 2014 effective upon Governor and Executive Council approval. 100% General Funds

Funding is available in account, *District Offices*: 02-46-46-464010-8302-022-500248 as follows with the authority to adjust encumbrances in each of the States fiscal years through the Budget Office if needed and justified. Funding for SFY 2012 through SFY 2014 is contingent upon the availability and continued appropriation of funds.

Manchester Probation/Parole District Office

Account:	Description:	SFY 2011	SFY 2012	SFY 2013	SFY 2014
02-46-46-464010-8302-022-500248	Rents to Non-State	6,534.98	78,419.76	78,419.76	71,884.78
<b>Total Lease Amount:</b>					<b>\$235,259.28</b>

**EXPLANATION**

The NH Department of Corrections is seeking approval to enter into a three (3) year lease commencing June 1, 2011 and ending May 31, 2014 for the provision of probation/parole office space located at 60-63 Rogers Street, 2<sup>nd</sup> floor, Manchester, NH for the Division of Field Services. The location is approximately 5,500 square feet, in the amount of \$235,259.28, with the lease payable at a "gross" rate of \$14.27 per square foot, \$78,419.76 annually for each year with no escalation. The rate includes the Landlord's provision of heat, electricity, janitorial services, real estate taxes, insurance, snow plowing and removal, and building and site maintenance.

As required by Administrative Rule Adm. 610.06 "Public Notice," the NH Department of Corrections conducted a space search soliciting "letters of interest" for a leased space in the Manchester NH area for a term of up to five years through publication of a "Request for Proposal" in the NH Union Leader on

December 3, 2010 and December 10, 2010; concurrently the Department of Administrative Services "Bureau of Planning and Management" also posted the RFP on their website in order to broaden exposure .

The space search produced the following three responses: the existing landlord Robat Holdings, LLC of 60-63 Rogers Street, Manchester, NH initially offered a five year renewal term of 5,500 square feet at \$14.27 per square foot with 2% escalation in year three, four and five; a response from Keller Williams Commercial Property offered 4,265 square feet of space in a three story Victorian house located at 9-11 Brook Street, Manchester, NH at \$15.12 "gross" per square foot; and a response from KW Commercial NH, offered 4,565 square feet of space in a two story Victorian house located at 440 Hanover Street, Manchester NH at \$9.90 per square foot (triple net) plus the tenant's cost of all other expenses estimated at an additional \$6.00 per square foot. Upon evaluation of the three properties, the NH Department of Corrections found the two proposals which offered "as is" space in nominally renovated Victorian houses to be insufficient due to their lack of code conforming barrier-free accessibility, lack of parking, and residential multi-floor layouts incompatible with security and program needs, with the renewal at the office building located at 60-30 Rogers Street was therefore chosen as the most cost effective and viable proposal. During subsequent negotiations the initial Robat Holdings, LLC proposal was reduced to a three year term provided at a "flat" (fixed) rate of \$14.27, with an option to extend the term (subject to separate-future Governor and Executive Council approval) with at 2% escalation for an additional two years thereafter.

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

Respectfully Submitted,



William L. Wrenn  
Commissioner

**UNION LEADER CORPORATION**

P O BOX 9513  
MANCHESTER NH 03108-9513

(603) 668-4321

Fax(603) 314-0132

FED ID#02-0212933

Advertising Invoice and Statement

1) Billing Period 12/2010		2) Advertiser/Client Name NH DEPARTMENT OF CORRECTIONS	
23) Total Amount Due 171.28		*Unapplied Amount	3) Terms of Payment
21) Current Net Amount Due 171.28		22) 30 Days .00	60 Days .00
4) Page Number 1	5) Billing Date 12/31/10 LG L	6) Billed Account Number 153642 LEGAL.	7) Advertiser/Client Number 153642

8) Billed Account Name and Address NH DEPARTMENT OF CORRECTIONS DIVISION OF FIELD SERVICES 105 PLEASANT STREET PO BOX 1806 CONCORD NH 03302	M7155 B003 83020000 500247 Exp	<b>RECEIVED</b> JAN 07 2011 DOC - FISCAL	Retrn CK
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PLEASE PAY PROMPTLY. ACCOUNTS OVER 90 DAYS WILL AUTOMATICALLY BE SENT TO COLLECTION.

10) Date	11) Newspaper Reference	12 13 14) Description-Other Comments/Charges	15) SAU Size 16) Billed Units	17) Times Run 18) Rate	19) Gross Amount	20) Net Amount
12/03/10	511396 LEGL	5 YEAR TERM COMMENCING UL	1X 3.25	1 26.35	85.64	85.64
12/10/10	511396 LEGL	5 YEAR TERM COMMENCING UL	1X 3.25	1 26.35	85.64	85.64

04600  
 VAC 665612 1036938

Please Return Lower Portion With Payment

Due date: 01/15/11

**Statement of Account - Aging of Past Due Amounts**

21) Current Net Amount Due	22) 30 Days	60 Days
171.28	0.00	0.00

Over 90 Days	*Unapplied Amount	23) Total Amount Due
0.00		171.28

**UNION LEADER CORPORATION**

(603) 668-4321

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24) Invoice Number	25) Billing Period	6) Billed Account Number		7) Advertiser/Client Number		2) Advertiser/Client Name
1210153642	12/2010 LG L	153642		153642		NH DEPARTMENT OF CORREC

120000001536421 123110 000000000000000005 00000017128



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

1. Parties to the Lease:

This indenture of Lease is made this 6<sup>th</sup> day of APRIL 2011, by the following parties:

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

Name: Robot Holdings LLC

(individual or corporate name)

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

(if applicable)

Business Address: P.O. Box 397

Street Address (principal place of business)

Manchester

NH

03305-0397

(603) 493-2281

City

State

Zip

Telephone number

1.2 The Lessee (who is hereinafter referred to as the "Tenant") is: THE STATE OF NEW HAMPSHIRE, acting by and through its Director or Commissioner of:

Department Name: NH Department of Corrections

Address: 105 Pleasant Street, P.O. Box 1806

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

Concord

NH

03302-0806

(603) 271-5600

City

State

Zip

Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

For and in consideration of the rent and the mutual covenants and agreements herein contained, the Landlord hereby demises to the Tenant, and the Tenant hereby leases from the Landlord, the following premises (hereinafter called the "Premises") for the Term, (as defined herein) at the Rent, (as defined herein) and upon the terms and conditions hereinafter set forth:

Location of Space to be leased: 60-63 Rogers Street, 2nd Floor

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

Manchester

NH

03103

City

State

Zip

The demise of the premises consists of: 5,500 square feet

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

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

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

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

Commencing on the 1st day of June, in the year 2011, and ending on the 31st day of May, in the year 2016 2014 unless sooner terminated in accordance with the Provisions hereof.

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of five (5) 3 THREE year(s) commencing on the 1st day of June, in the year 2011, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: [Signature]

Date: 4/11/11

WHL  
4/19/11  
[Signature]  
4/6/11  
[Signature]  
4/6/11  
WHL  
4/19/11

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

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

with  
4/19/11 JD  
4/16/11

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

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

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

**4. Rent:**

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

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

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

Landlord Initials: JD  
Date: 4/17/11

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

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

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

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

Exceptions: \_\_\_\_\_

**OR:**

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

Exceptions: The Tenant shall be solely responsible for provision of telecommunications and data services, making

Direct payment to the providers of the services.

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

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

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

**7. Use of Premises:**

The Tenant shall use the premises for the purpose of:  
Providing space for a "Probation and Parole" District Office

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

**8. Maintenance and Repair by the Landlord:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.10 Interior finishes and surfaces:**

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

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

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit B herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

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

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

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.

14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

See Exhibit E "Special Provisions" herein for text replacing Section 15 Insurance.

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~

15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, 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.

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

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

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

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

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

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

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

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

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

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

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

**20. Hazardous Substances:**

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

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

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

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

**20.5 Asbestos:**

A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.

B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.

C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

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

A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.

B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: LD  
Date: 4/11"

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

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

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

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

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Tom De Blois  
Title: Member, Robot Holdings  
Address: P.O. Box 397, Manchester NH 03105 Phone: (603) 493-2281  
Email Address: tom@tokena.com

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

TENANT'S CONTACT PERSON:

Name: Scott Harrington  
Title: Chief Probation Officer, Manchester Office  
Address: 60 Rogers Street, Manchester, NH 03103 Phone: (603) 668-0432 x 126  
Email Address: sharrington@nhdoc.state.nh.us

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

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

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

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

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

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

Landlord Initials: TD  
Date: 4/1/11

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

**26. Personnel:**

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

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

**28. Miscellaneous:**

**28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.

**28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.

**28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.

**28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.

**28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.

**28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.

**28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.

**28.8 Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.

**28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit E attached and incorporated herein by reference.

**28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials:       
Date: 4/1/11

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

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

State of New Hampshire Department of Corrections

Authorized by: (full name and title) William Flinn Commissioner 4/19/11

LANDLORD: (full name of corporation, LLC or individual) Robot Holdings, LLC

Authorized by: (full name and title) Thomas DeBlois

Signature

Print: Thomas DeBlois, Manager TD 4/6/11  
Name & Title

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

OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) April 1, 2011, appeared before

me (print full name of notary) Jung P Rizzi the undersigned officer personally

appeared (insert Landlord's signature) Thomas DeBlois

who acknowledged him/herself to be (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)

JPR



**APPROVALS:**

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

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

Approval date: 4/21/11

Approving Attorney: Gleyn A. Perlow, Sr. Asst. Atty. Gen.

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

Approval date: MAY 11 2011

Signature of the Deputy Secretary of State: [Signature]

Landlord Initials: TD  
Date: 4/1/11

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

**EXHIBIT A  
DEMISE OF TENANT PREMISES**

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

The Tenant's demised premises are located in a 2<sup>nd</sup> floor suite of space configured as shown in the attached schematic plan titled "Exhibit A, Demise of Tenant Premises". In addition to the demised premises the Tenant shall have the right to use the common area entrances, elevator, hallways, rest rooms, and stairwells serving the building to which the Premises are a part.

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

The Tenant and their visitors or invitees shall have the right to use in common with others (at no additional charge to the Tenant) parking spaces provided in the paved parking lots adjacent to the Premises.

Landlord Initials: AD

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**EXHIBIT B  
SCHEDULE OF PAYMENTS**

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

The rent due for the Tenant's 5,500 square foot Premises during the rental Term shall be in accordance with the following schedule of rent:

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

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	approx. % increase from prior year
1	June 1, 2011 – May 31, 2012	\$14.27	\$6,534.98	\$78,419.76	0%
2	June 1, 2012 – May 31, 2013	\$14.27	\$6,534.98	\$78,419.76	0%
3	June 1, 2013 – May 31, 2014	\$14.27	\$6,534.98	\$78,419.76	0%
<b>Total for initial three - year term:</b>				<b>\$235,259.28</b>	
<b>Rental Schedule for optional two (2) year extended term</b> (note: inception of extended term subject to conformance with sections 3.4 and 3.5 herein)					
4	June 1, 2014 – May 31, 2015	\$14.55	\$6,666.51	\$79,998.12	2%
5	June 1, 2015 – May 31, 2016	\$14.83	\$6,798.99	\$81,587.88	2%
<b>Total for two-year extended term:</b>				<b>\$161,586.00</b>	

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

No additional payments shall be due or payable under the terms of the Agreement.

*wslw  
4/19/11*

Landlord Initials:   JD    
Date:   4/19/11

## EXHIBIT C

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

The Landlord shall be solely responsible for the provision of janitorial services to all areas of the Premises, whether they are common areas or designated for the Tenant's exclusive use. Provision of Janitorial services has been included in the "annual rent" set forth in "Exhibit B" herein; there shall be no additional charge for the services.

Schedule of Services: The Landlord (or Landlord's janitorial service contractor) shall provide Janitorial Services in conformance with the following minimal schedule:

Once weekly, every Friday:

1. Clean all restrooms, thoroughly cleaning the toilet and the sink, and washing the resilient surface flooring.
2. Supply and restock all "consumable" products such as toilet paper, paper towels and soap.
3. Empty all refuse containers and lawfully disposing of it, removing it from the Premises.
4. Spot clean entrance waiting area glass.
5. Vacuum all carpeted surfaces providing "intensive" vacuuming in high traffic areas as needed.
6. Sweep and wash any resilient surface flooring including the rest rooms.
7. Clean all counter tops.
8. Thoroughly clean entrance waiting/reception area glass.
9. Spot clean walls, and doors & casings to remove fingerprints and dirt
10. Dust all horizontal surfaces within hand height, inclusive of window blinds and/or drapes

Annually:

1. Clean the interior and exterior surfaces of all windows
2. Shampoo carpets

The Tenant agrees that the provision of janitorial services is subject to reasonable interruption(s) due to the making of repairs, alterations, or improvements, or to causes beyond the landlord's control.

Cleaning shall be scheduled to occur at mutually agreeable times as negotiated by the Landlord and the Tenant. All cleaning supplies and equipment to be provided by the Landlord, or Landlord's contractor.

The Landlord shall comply with the Tenant's policy to not have any person affiliated with Probation, Parole, or criminal police records employed for the provision of janitorial services in the Premises.

**Maintenance:** In addition to the foregoing the Landlord shall provide conformance with all provisions of Section 8 "Maintenance and Repair by the Landlord" as set forth in section 8.1 through 8.12 of the agreement herein.

**Recycling Services:** shall be provided as set forth in "Exhibit D Part IV" of the Agreement herein.

Landlord Initials: JD  
Date: 4/11/11

**EXHIBIT D**

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

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

All renovations, new construction and alterations shall be provided as set forth herein, and as set forth in Section "9 Alterations", conformance shall be required with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006, ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations).

Not later than thirty (30) days after the inception of the Term the Landlord shall complete provision of the following INTERIOR ALTERATIONS in the (total of four) single occupant rest rooms assigned to the Tenant:

1. All four single occupant rest rooms:
  - a. The existing bi-fold paper towel dispensers shall be moved lower, providing a dispensing height of no higher than 48" above the floor (per ANSI 308)
  - b. The existing mirrors shall be moved lower, providing the bottom edge of the reflective surface at no higher than 40" above the floor (per ANSI 603.3)
2. In the Men's "Public" rest room:
  - a. The existing toilet flush lever is located on the wrong side, replace the toilet tank or entire fixture in order provide the flush lever on the open side (not adjacent to the wall) of the room, alternately, provision of an automated flush mechanism is permissible (per requirements of ADAAG 4.16.5 and ANSI 604.6)
3. In the Ladies "Staff only" rest room:
  - a. The existing toilet flush lever is located on the wrong side, replace the toilet tank or entire fixture in order provide the flush lever on the open side (not adjacent to the wall) of the room, alternately, provision of an automated flush mechanism is permissible (per requirements of ADAAG 4.16.5 and ANSI 604.6)
  - b. Insulate the pipes beneath the lavatory (per ANSI 606.6)

Not later than June 30<sup>th</sup> 2011 the Landlord shall complete provision of the following EXTERIOR ALTERATIONS in the parking lot and public entry area serving the Premises:

1. Provide and install a "NO PARKING" sign directly in front of the 5' wide access aisle. The sign shall be installed with the lower edge at 60" above the ground.

Landlord Initials:   JO    
Date:   4/11

2. Provide painted yellow diagonal lines inside the existing 8' (+) wide area which serves as both an access aisle for the "van accessible" parking space and the path of travel to the Public Entry for the building to which the Premises are a part.
3. Repair all chipped, cracked or uneven surfaces within the accessible parking area, path of travel and public entry.

**Part II**

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

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

Not later than thirty (30) days after the inception of the term the Tenant (at their sole expense) shall hire 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. The Landlord shall fully cooperate to facilitate this testing, providing the testing consultants with timely access to the building and to the heating and ventilation mechanical systems. In accordance with Env-A2204.03 upon receipt of the testing results the Tenant shall send them to the Landlord (the "owner" or "operator" of the space) who shall provide a statement (conforming to required language in Env-Asso4.03) certifying them, sign and notarizing the statement, and then send the results and notarized statement to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for review and official (final) certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" (which shall be sent to the Landlord and Tenant) or send a letter delineating the deficiencies found. In the event any deficiencies are found by Environmental Services the Landlord shall be solely responsible for providing remedy through repair and/or renovations to the premises. The Landlord shall consult with "Environmental Services" and the Tenant's testing consultant (the provider of the initial "clean air" test) to gain and follow their recommendations regarding the best means of providing air quality remedy. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs the Landlord shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to conduct re-testing of any sections of the initial "clean air" test that initially failed to conform with standards, they shall submit their testing results to Environmental Services for re-review and recommendation and/or issuance of the "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" with Clean Air Standards is issued by Environmental Services.

Landlord Initials:     

Date:

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

Improvements required for the Premises are limited to those required for barrier-free accessibility which are set forth in Exhibit D Part I herein.

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

1. The Landlord shall recycle waste products for which markets are available which will be gathered by the Tenant – or the Tenant’s janitorial provider - from the Premises.
  - a. The following products shall be included in recycling: mixed paper, including boxboard, and corrugated cardboard and other containers such as plastic or glass bottles, and tin or aluminum cans. Shredded paper shall not be included; it shall be recycled under the Tenant’s separate contract with a “document destruction” vendor.
2. The Tenant and/or the Tenant’s janitorial provider shall bag and remove items for recycling and deposit them in an area the Landlord shall provide and maintain for such use (which may be shared in common with others); the Landlord shall collect these products and convey them to community recycling centers.
3. Recycled products shall be collected by the Tenant in the following manner:
  - a. Approximately once (one time) per week the Tenant’s janitorial service provider (“Provider”) or staff members shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
  - b. The Provider shall ascertain the weight of such bags documenting the approximate average weight of full or partially full bags per commodity.
  - c. Upon each collection the Provider shall document via notation (“tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
  - d. At the end of each month the Provider shall tally the number of bags (detailed by full or partially full) collected per commodity and multiply that sum by the average weight of such bags.
    - i. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant’s “Contact Person” (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

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Date: 4/1/11

**EXHIBIT E  
SPECIAL PROVISIONS**

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

**Modification of Standard Provisions:**

The Standard Provisions of "Section 15, Insurance" are deleted replaced by the following:

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

Landlord Initials: SR  
Date: 4/1/11



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION  
ON DISABILITY

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

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

March 15<sup>th</sup>, 2011

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

Requested Action

**RECOMMENDATION REGARDING LEASE APPROVAL**

**Lessee:** Department of Corrections, Division of Field Services  
**Location:** 60-63 Rogers Street, 2<sup>nd</sup> Floor, Manchester, NH 03105  
**Lessor:** Robat Holdings, LLC, PO Box 397, Manchester, NH 03105  
**Term:** June 1<sup>st</sup>, 2011 - May 31<sup>st</sup>, 2016

The Architectural Barrier Free-Design Committee respectfully recommends that the subject Lease Renewal of 5,500 square feet of space be **approved, with the following conditions:**

**Previously listed condition from the renewal letter dated February 27<sup>th</sup>, 2006:**

- Repaint the access aisles and boundary lines for the accessible spaces in compliance with applicable codes. Van accessible parking space access aisle must be 96" wide by the length of the space, all the accessible spaces and aisles must be painted to code and be provided with signs so as to clearly indicate that it is accessible parking, only. No snow or other storage/obstacle is permitted in the aisles or spaces. (ANSI/2003, 502 and ADAAG 4.6)
- Replace doorknobs with compliant hardware. (Can not ascertain from photos if that has been completed.) (ANSI/2003, 404.2.6 and ADAAG, 4.13.9)
- Tenant must remove obstructions (chair, waste can, file cabinet) from exits in the public lobby and reception area to maintain 18" clear space at door in reception area and unobstructed egress to an emergency exit in public lobby. (ANSI/2003, 4.2 and ADAAG 4.13)

*JD 4/1/11*

**New Conditions, are as follows:**

- Braille signs must be provided to code requirements. (ANSI/2003 703 and ADAAG 4.30)
- All four single occupant rest rooms: relocate bi-fold paper towel holders to provide a dispensing height of a maximum of 48" above the finished floor, relocate mirrors to a maximum height of 40" above the finished floor and provide and maintain insulated pipe wrap to all piping below lavatories. Men's Public Rest Room: provide for a flush lever to be located on the open side of the fixture OR provide an automated flush lever mechanism. Ladies Staff Rest Room: provide for a flush lever to be located on the open side of the fixture OR provide an automated flush lever mechanism. (ANSI/2003, 603 and ADAAG, 4.22, 4.19)

This recommendation is based upon the site survey completed by and with the assurances of the lease agency's ADA Coordinator that this facility will be compliant upon completion of the above conditions.

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

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

  
David Gleason, Chairperson

DG/mb

CC: Mary Belec, ADA Coordinator, Lease Processor, Administrator, Bureau of Planning and Management

Department of Corrections, Division of Field Services, 60-63 Rogers Street,  
Manchester, NH 03105 June 1<sup>st</sup>, 2011 – May 31<sup>st</sup>, 2016