51 DAW

State of New Hampshire
Racing and Charitable Gaming Commission
Regulation & Enforcement of Racetracks, Bingo, Lucky 7 and Games of Chance

Paul M. Kelley, Director
Sudhir K. Naik, Deputy Director

April 3, 2013

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

REQUESTED ACTION

1. Authorize the Racing and Charitable Gaming Commission (RCGC) to amend their lease with McCarthy Properties, PO Box 100, West Wareham MA 02576 (Vendor Code 66003) for 6,180 SF of space located at 57 Regional Drive, Concord, NH by extending the current termination date up to seven (7) months from June 15, 2013 to January 15, 2014, with total payments not to exceed $50,740, with Governor and Council approval. 100% Sweepstakes Funds

2. Further, authorize the Governor's Commission on Disability (GCD) to continue sublet of 1,434 SF of space from the RCGC at 57 Regional Drive, Concord NH. The sublet term will be extended up to seven (7) months from June 15, 2013 to January 15, 2014, ending coterminous with the RCGC lease; further authorize acceptance of sublet payments not exceeding $11,711, with Governor and Council approval. Funding received shall be 100%Agency Income (Governor's Commission on Disability).

Funds are available in the following accounts, contingent upon availability and continued appropriations for FY '14.

Appropriation:

Fiscal Year	Racing 014-086-2210-022 (100% Sweepstakes Fund)	Bingo/Lucky 7 014-086-2212-022 (100% Sweepstakes Fund)	Games of Chance 014-086-2213-022 (100% Sweepstakes Fund)	Total
2014	$15,141	$25,235	$10,094	$50,470

Agency Income

Fiscal Year	Racing 014-086-8600-2210-405737
2014	$11,711

57 Regional Drive, Unit 3
Concord, NH 03301-8518

Tel. (603) 271-2158
Fax (603) 271-3381

www.racing.nh.gov

EXPLANATION

The enclosed will authorize NH Racing and Charitable Gaming (RCGC) to extend the term of their lease of 6,180 square feet of space located at 57 Regional Drive by up to seven (7) months, from June 15, 2013 to January 15, 2014. RCGC is scheduled to relocate to state-owned space located in the "Walker Building"; however this space will not be available until late December 2013 – early January 2014. A paragraph in the originating lease provides agencies the right to terminate early should state-owned space become available; therefore RCGC may relocate prior to the amended January 15, 2014 expiration date.

The enclosed agreement authorizes continuation of the Governor's Commission on Disability's (GCD) current sublet of 1,434 SF of space from the RCGC in their 57 Regional Drive space, extending the sublet term by up to seven (7) months from June 15, 2013 to January 15, 2014 (coterminous with RCGC lease). There currently is insufficient suitable state-owned space to house the GCD, therefore their current sublet arraignment with RCGC will not continue beyond the extended termination date; the Department of Administrative Services, Bureau of Planning and Management will conduct a competitive RFP lease process on behalf of the GCD, and help relocate them to a new location prior to expiration of the amended sublet term.

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

Respectfully submitted,

Paul Kelley
Director

57 Regional Drive, Unit 3
Concord, NH 03301-8518

Tel. (603) 271-2158
Fax (603) 271-3381

www.racing.nh.gov

AMENDMENT

This Agreement (the "Amendment") is dated this 25TH day of MARCH 2013, and is by and between the State of New Hampshire acting by and through the New Hampshire Racing and Charitable Gaming Commission, (the "Tenant") the New Hampshire Governor's Commission on Disability, (the "Subtenant") which is subletting from the Tenant, and Gerald P McCarthy Properties, (the "Landlord") with a place of business at P.O. Box 100, West Wareham, MA 02576.

Whereas, pursuant to a five year lease agreement between the Landlord and Tenant (the "Agreement") for 6,180 square feet of space located at 57 Regional Drive, Concord NH (the "Premises") which commenced June 16, 2008 and terminates June 15, 2013 was approved by the Governor & Executive Council on March 26, 2008 item #68A, and was thereafter amended to authorize renting 1,434 of space to the Subtenant, which was approved by the Governor & Executive Council on April 13, 2011, item #40, the Landlord agreed to lease the Premises upon the terms and conditions specified in the Agreement which will expire June 15, 2013, and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas: The State of New Hampshire intends to relocate the Tenant to State owned space in late 2013/early 2014, and the Subtenant to alternate space within the same time frame, however the current Agreement expires well in advance of this date, and;

Amendment of the current Agreement to extend the term is necessary to allow continued lawful payment of rent;

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

Amendment of Agreement:

3.1 Term:
The June 15, 2013 expiration date of the Agreement is hereby amended to terminate no later than seven (7) months thereafter, January 15, 2014.

4.1 Rent: The current annual rent of $86,520.00 which is approx. $14.00 per square foot, shall remain unchanged prorated to a monthly rent of $7,210.00 due monthly during the term, with the first installment payable by the Tenant to the Landlord on June 15, 2013. In accordance with the Agreement's mid-month commencement and termination dates the first and last monthly rental payments shall be prorated to one-half, which is

$3,605.00. The total rent payable to the Landlord under the terms of this agreement shall not exceed two (2) payments of $3,605.00 and six (6) payments of $7,210.00 resulting in total payments not to exceed $50,470.00.

Sublet Rental Schedule: During the amended term The Tenant shall continue sublet of approx 1,434 square feet to the Subtenant at the current rate, the Subtenant shall continue making direct payment to the Tenant for their space in accordance with the following:

SUBLET RENTAL SCHEDULE

Dates	Approx SF cost	monthly payment	hypothetical annual	Actual total cost
June 15 2013 – June 30, 2013	$14.00	$836.50	$20,076.00	$836.50
July 1 2013 – December 30, 2013 (6 months)	$14.00	$1,673.00	same	$10,038.00
January 1 2014 – January 15, 2014	$14.00	$836.50	same	$836.50
	Total payments not to exceed:			**$11,711.00**

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

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

McCarthy Properties
West Wareham, MA 02576
Phone: 508-291-1161 ♦ Fax 508-291-1160 ♦ www.mccarthy-properties.com

March, 2013

Certificate of Authority

I, Gerald P. McCarthy, sole owner of McCarthy Properties certify that I am authorized to execute and sign all contracts and leases, including contracts or leases for the State of New Hampshire, on behalf of McCarthy Properties.

Gerald P. McCarthy

Gerald P McCarthy, Owner

NOTARY STATEMENT: As a Public Notary registered in the State of New Hampshire, upon the date of 3/25/13 the above named Gerald P. McCarthy appeared before me and acknowledged the above CERTIFICATE OF AUTHORITY.

In witness whereof I hereunto set my hand and official seal

Leanne M. Lavoie

LEANNE M. LAVOIE, Notary Public
My Commission Expires October 3, 2017

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

TENANT: State of New Hampshire, acting through its:

New Hampshire Racing and Charitable Gaming Commission

By Paul M. Kelley - Director

SUBTENANT: State of New Hampshire, acting through its:

New Hampshire Governor's Commission of Disability,

By

LANDLORD: Gerald P McCarthy Properties

By
Signature

Print Gerald P. McCarthy owner
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Merrimack
UPON THIS DATE *(insert full date)* 3/25/13,
appeared before me Leanne M. Lavoie the undersigned officer
(print full name of notary)
personally appeared *(insert Landlord's signature)*
who acknowledged him/~~herself~~ to be: Owner of McCarthy Properties
(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)*

LEANNE M. LAVOIE, Notary Public
My Commission Expires October 3, 2017

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

By: , Assistant Attorney General, on 4-2-13

Approval by the New Hampshire Governor and Executive Council:

By: , on

GERAL-5 OP ID: SV

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/13

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

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

PRODUCER
Brown & Brown (Merrimack)
309 Daniel Webster Highway
Merrimack, NH 03054
Chris McPhail
603-424-9901
603-424-3203

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allmerica Financial Benefit	41840
INSURER B : Citizens Ins Co Of America	31534
INSURER C : *Hanover Insurance Company	22292
INSURER D : AMGuard	42390
INSURER E :	
INSURER F :	

INSURED
Gerald P. McCarthy dba
Gerald P. McCarthy Properties
P O Box 100
West Wareham, MA 02576

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			OBV9109541	04/25/12	04/25/13	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	4,000,000
							PRODUCTS - COMP/OP AGG	$	4,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AWV6809228	11/17/12	11/17/13	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHV9124040	04/25/12	04/25/13	EACH OCCURRENCE	$	4,000,000
							AGGREGATE	$	4,000,000
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		GEWC326010	05/31/12	05/31/13	WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	500,000
							E.L. DISEASE - EA EMPLOYEE	$	500,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
B	Property Section			OBV9109541	04/25/12	04/25/13			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Officers excluded from Worker's Compensation coverage: Gerald P. McCarthy

CERTIFICATE HOLDER

NH Racing and Charitable
Gaming Commission
57 Regional Drive
Concord 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

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 GERALD P. MCCARTHY PROPERTIES is a New Hampshire trade name registered on April 3, 1987 and that Gerald P. McCarthy presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of March, A.D. 2013

William M. Gardner
Secretary of State

McCarthy Properties
West Wareham, MA 02576
Phone: 508-291-1161 ♦ Fax 508-291-1160 ♦ www.mccarthy-properties.com

March, 2013

Certificate of Authority

I, Gerald P. McCarthy, sole owner of McCarthy Properties certify that I am authorized to execute and sign all contracts and leases, including contracts or leases for the State of New Hampshire, on behalf of McCarthy Properties.

Gerald P McCarthy, Owner

NOTARY STATEMENT: As a Public Notary registered in the State of New Hampshire, upon the date of 3/25/13 the above named Gerald P. McCarthy appeared before me and acknowledged the above CERTIFICATE OF AUTHORITY.

In witness whereof I hereunto set my hand and official seal

LEANNE M. LAVOIE, Notary Public
My Commission Expires October 3, 2017

G+C mtg
3/26/08
68 A

State of New Hampshire
Pari-Mutuel Commission

Race Track Regulation & Enforcement

Bingo/Lucky 7/Games of Chance Regulation & Enforcement

78 Regional Drive, Suite 3
Concord, New Hampshire 03301-8530
Telephone (603) 271-2158
Fax (603) 271-3381
http://www.racing.nh.gov

Paul M. Kelley, Director
Sudhir K. Naik, Deputy Director

March 3, 2008

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

REQUESTED ACTION

Authorize the Pari-Mutuel Commission to enter into a new five (5) year sole source lease agreement with McCarthy Properties Inc., PO Box 100, West Wareham MA 02576 (Vendor Code 66003). Commencement of the terms and conditions of the agreement shall be April 1, 2008. However, in order to allow time for the completion of renovations, the actual occupancy and the rental term shall be delayed by seventy-seven (77) days to begin on June 16, 2008 and expire five (5) years thereafter on June 15, 2013. The total five year cost of the agreement including renovations and retrofitting shall not exceed $439,335.00.

Funds are available in the following accounts. However, funding for each of the State Fiscal Years 2010 through 2013 will be available pending budget approval:

	Pari-Mutuel Commission 010-086-2210-022-0248 (89% General/11% Other)	Lucky Seven/Bingo 013-086-2212-022-0248 (100% Sweepstakes Fund)	Total
FY 2008	$ 2,846.47	$ 629.78	$ 3,476.25
FY 2009	$84,320.22	$15,114.78	$99,435.00
FY 2010	$41,747.18	$41,747.17	$83,494.35
FY 2011	$42,487.50	$42,487.50	$84,975.00
FY 2012	$42,519.65	$42,519.65	$85,039.30
FY 2013	$41,457.55	$41,457.55	$82,915.10
		Total:	$439,335.00

EXPLANATION

Approval of the enclosed lease agreement will authorize the Pari-Mutuel Commission to lease approximately 6,180 square feet of single/ground floor level space located at 57 Regional Drive, Concord NH. In order to obtain proper authorization prior to renovation, and to allow time for renovations, we are exercising our option under section 3.2.1 "Delay in Occupancy, Commencement Date Extension" clause of the lease. This section specifies the amount of time, in this instance seventy-seven (77) days, the Landlord shall be provided for performance of all obligations (completion of renovations) prior to commencement of Tenant occupancy and payment of rent. Therefore, although the enclosed agreement will become effective on April 1, 2008 upon Governor and Executive Council approval, the rental term (occupancy) is restricted to five years, commencing on June 16, 2008 and ending on June 15, 2013.

The annual rent for years one and two of the agreement shall be $83,430.00 at the rate of $13.50 per square foot, increasing approximately 2.0% every two years thereafter to $84,975.00 at $13.75 per square foot for years three and four, and $86,520.00 at $14.00 per square foot in year five. The annual rent includes a "turn key" fit up of the new building and provides for all utilities, plus building and site maintenance throughout the term of the lease.

In addition to the rent for year one, the agreement also provides for a one time payment of $16,005.00 (included in FY 2009 costs) to be remitted to McCarthy Properties Inc. as reimbursement for the purchase and installation of a high density mobile filing system (see Exhibit E, Special Provision-2).

Janitorial services will be contracted separately for an estimated amount of $30,000 over the five year term of this lease agreement. These amounts are not included in the above breakdown of costs, as this contract request will be submitted under separate cover.

The need for additional office space for the Pari-Mutuel Commission is primarily due to the addition of several positions since the Legislature transferred responsibility for the administration (licensing) and enforcement (regulation) of Charitable Games of Chance to our agency in July 2006.

The enclosed contract was negotiated with McCarthy Properties Inc., which is the agency's current Landlord, thereby providing an agreement for the Pari-Mutuel Commission's existing lease to be terminated early. The square foot rate in the enclosed lease is extremely low in comparison to other State leases that have recently been approved (at an average of $17.00 per square foot).

The Office of the Attorney General has reviewed and approved this lease agreement as to form and substance.

Respectfully submitted,

Paul M. Kelley

Paul M. Kelley
Director

P&P WHSE STOCK NO. 4405
FORM – P.44
REV. 02/1999, 09/2004

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

1. **Parties to the Lease:**
This indenture of Lease is made this _____ day of _____2008_____, by the following parties:

1.1 The Lessor (who is hereinafter referred to as the "Landlord") is:
Name: McCarthy Properties
(if corporation, give full corporate name)
State of Incorporation: _____
(if applicable)
Business Address: P.O. Box 100
Street Address *(if corporation, give principal place of business)*

West Wareham	MA	02576	(603) 228-8840
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: State of NH Pari-Mutuel Commission
Address: 78 Regional Drive, Building 2a
Street Address *(official location of Tenant's business office)*

Concord	NH	03301	(603) 271-2158
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: 57 Regional Drive
(street address, building name, floor on which the space is located, and unit/suite # of space)

Concord	NH	03301
City	State	Zip

The demise of the premises consists of: 6,180 square feet
(give square footage of the leased space, and attach a floor plan as "Exhibit A")
Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

3. **Term; Delays; Extensions; and Conditions upon Commencement:**
3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of Five years + 77 days ~~year(~~ commencing on the 1st day of April, in the year 2008, and ending on the 15th day of June, in the year 2013, unless sooner terminated in accordance with the Provisions hereof.

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

3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED ☒
(optional clause, replaces 3.2 above, applicable only if the selection box is marked)
If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for The performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as 77 days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. ~~If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null And void without recourse to the parties hereto.~~

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

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

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

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

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

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

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

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

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

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

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

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

OR:

☒ The Landlord shall at his own and sole expense furnish all utilities, except those listed below:
Utilities and maintenance items not included in the statement selected above shall be defined as the *(document the utilities not to be provided in the space below, or further define in Exhibit E)*
The Tenant shall be responsible for the direct payment of their telecommunication and data service bills.

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

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

7.1 Use of Premises: The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* Office and meeting space for Tenant employees and invitees

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

8. **Maintenance and Repair:**

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

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

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

See Exhibit C hereto for responsibities of the Tenant & Landlord for providing Janitorial Services.

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

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

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

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

9.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing, accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.
9.1.2 If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).
9.1.3 The Landlord, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

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

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

10.1 Plans, Standard of Work, etc.: All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.
10.1.1 Schedule for Completion: All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

10.2 Landlord's Delay in Completion; Tenant's Options:
10.2.1 Extension of Time for Completion: If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of *(insert number of days the contract shall be extended)* ___30___ days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least *(insert number of days needed for effective notice)* ___15___ days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.
10.2.2 Failure to Complete, Tenant's Options: If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not competed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

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

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

12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.

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

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

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

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

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

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

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

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

17. **Fire, Casualty and Eminent Domain**: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, casualty, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:

17.1 **Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:

17.2 **Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

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

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

18.1.1 Tenant's Failure to Pay Rent: The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:

18.1.2 Tenant's Breach of Covenants, etc.: The Tenant shall default in the observation of or performance of, any other of the Tenant/s covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

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

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

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.

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

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

22. **Miscellaneous:**

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

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

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

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

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

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

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

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

22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.

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

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

TENANT: The State of New Hampshire, acting through its' Department of
State of New Hampshire Pari-Mutuel Commission

Authorized by: *(give full name and title)* Paul M. Kelley
Paul Kelly, Executive Director

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

Authorized by: *(give full name and title)* Gerald P. McCarthy
Gerald P. McCarthy, Owner

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Merrimack
UPON THIS DATE *(insert full date)* March 4, 2008, appeared before me *(print full name of notary)* Patricia M. Edes the undersigned officer personally appeared *(insert Landlord's signature)* Gerald P. McCarthy
who acknowledged him/herself to be *(print officer's title, and the name of the corporation* Owner, McCarthy Properties 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)*

Patricia M. Edes

PATRICIA M. EDES, Notary Public
My Commission Expires March 19, 2008

APPROVALS:
For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".
Approved by the Department of Justice as to form, substance and execution:

Approval date: 3-10-08

Approving Attorney: Rosemary Hiatt

Approved by the Governor and Executive Council:

Approval date:

Signature of the Deputy Secretary of State:

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: April 9, 2013

SUBJECT: Attached Lease Amendment;
Approval respectfully requested.

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

LESSEE: Racing and Charitable Gaming Commission, 57 Regional Drive, Unit 3, Concord, NH 03301

LESSOR: McCarthy Properties, PO Box 100, West Wareham MA 02576

DESCRIPTION: Lease Amendment: Approval of the enclosed will authorized amendment of the current 6,180 square foot lease at 57 Regional Drive, unit 3, Concord NH, by providing a short term extension of the term and will also authorize extension of the current 1,434 squares foot sublet agreement for part of the space to the "Governors Commission on Disability". "Racing and Charitable Gaming" is scheduled to relocate to State-owned space in the "Walker" building prior to expiration of the extended term, while the "Governors Commission on Disability" will procure new/alternate space through the State's competitive lease RFP process.

TERM: Up to seven (7) months, extending the current June 15, 2013 lease and sublet agreement termination dates to January 15, 2014

RENT: Current annual rent of $86,520 ($14 per SF) to be prorated to monthly rent of $7,210, total rent not to exceed seven (7) months: $50,470

SUBLET INCOME: Current annual sublet payment of $20,076 ($14 per SF) prorated to monthly payments of $1,673, total not to exceed seven (7) months: $11,711

JANITORIAL: cost included in annual rent
UTILITIES: cost included in annual rent
PUBLIC NOTICE: Amendment of current lease therefore sole source; It was determined seeking competitive proposals to potentially relocate the agencies to alternate leased space prior to scheduled relocation was neither financially nor logistically sound.
CLEAN AIR PROVISIONS: No provisions applicable to extended term
BARRIER-FREE DESIGN COMMITTEE: Additional review not required for extended term
OTHER: Approval of the enclosed is recommended
The enclosed contract complies with the State of NH Division of Plant and Property Rules
And has been reviewed & approved by the Department of Justice.

Reviewed and recommended by:
Bureau of Planning and Management

Mary Belecz, Administrator II

Approved by:
Division of Plant and Property MGMT

Michael Connor, Director