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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Helen Hanks
Assistant Commissioner

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

May 3, 2016

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

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a renewal lease agreement in an amount not to exceed \$857,796.00 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, 2016 through May 31, 2026. Subject to receipt of approval by the Long Range Capitol Planning and Utilization Committee at their May 10, 2016 meeting, the lease shall be 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 2018 through SFY 2026 is contingent upon the availability and continued appropriation of funds.

Manchester Probation/Parole District Office							
Account:	Description	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	6,800.00	81,736.00	83,232.00	83,370.75	84,897.00	340,035.75
Account:	Description	SFY 2021	SFY 2022	SFY 2023	SFY 2024	SFY 2025	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	85,038.50	86,595.00	86,739.25	88,326.00	88,473.50	435,172.25
Account:	Description	SFY 2026					Total
02-46-46-464010-8302-022-500248	Rents to Non-State	82,588.00					82,588.00
Total Renewal Lease							\$857,796.00

EXPLANATION

The NH Department of Corrections (NHDOC) is seeking approval to enter into a ten (10) year renewal lease which, subject to approval by the Long Range Capitol Planning and Utilization Committee on May 10, 2016, shall commence June 1, 2016 and end May 31, 2026 and continue provision of Division of Field Services probation/parole district office space consisting of approximately 5,500 square feet of space located at 60-63 Rogers Street, 2nd Floor, Manchester, NH. The total contractual amount shall be \$857,796.00 "gross" with the lease payable at a rate of \$14.84 per square foot, \$81,600.00 annually for year one which reflects a "0%" escalation from the prior year. The rate for every other year of the term shall escalate 2% upon the anniversary date of the agreement resulting in "year two" at a gross rate of \$15.13, \$83,232.00 annually, "year four" at a gross rate of \$15.44, \$84,897.00 annually, "year six" at a gross rate of \$15.74, \$86,595.00 annually, "year eight" at a gross rate of \$16.06, \$88,326.00 annually and "year ten" at a gross rate of \$16.38, \$90,096.00 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.

As required by Administrative Rule Adm. 610.06 "Public Notice," the NHDOC conducted a space search soliciting "letters of interest" for a leased space in the Manchester, NH area for either a five or ten year term through publication of a "Request for Proposal" in the NH Union Leader on February 3, 2016 and February 28, 2016; 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 only one proposal, the incumbent landlord, Robat Holdings, LLC who initially offered the State a ten-year term for the current 5,500 square foot location at 60 Rogers Street, Manchester, NH, with no escalation for "year one and two" at \$14.84 per square foot, \$81,600.00 annually and a 3.0% escalation for "year three through ten" for an approximate total cost of \$910,447.85. The State subsequently negotiated the proposed ten-year renewal down to \$857,798.00 with a 2% escalation every other year, providing a cost savings of \$52,649.85 over the term.

Approval of the proposed renewal lease will also authorize provision of certain limited improvements, at no additional cost to the Tenant, during the first year of the term. Improvements to be provided include but are not limited to: reconfiguration of the "wheelchair accessible" parking spaces at building entrance, re-carpeting of offices to eliminate hazardous rips and wrinkles and repainting throughout. Supportive of improving barrier-free accessibility the provision of assistive-listening devices will be implemented at this location.

Approval of the enclosed renewal 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



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

Doreen Wittenberg
Director

April 28, 2016

The Honorable, Gene Chandler, Chairman
Long Range Capital Planning and Utilization Committee
L.O.B. – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:39-b, the NH Department of Corrections, Division of Field Services (the "Tenant"), requests approval of the attached ten-year renewal lease agreement with Robat Holdings, LLC, P.O. Box 397, Manchester, NH 03305 (the "Landlord") for approximately 5,500 square feet of space located at 60 Rogers Street (2nd floor suite), Manchester, NH 03103 for the period of June 1, 2016 to May 31, 2026, for an amount not to exceed \$857,796, subject to the schedule of annual rent and certain limited improvements as specified.

EXPLANATION

The NH Hampshire Department of Corrections wishes to enter into the enclosed ten-year renewal lease agreement. Approval of the proposed renewal lease will authorize continued use and occupancy of Manchester District Probation and Parole Office located in a 2nd floor suite at 60 Rogers Street, Manchester, NH 03103. The improvements provided under the terms of this agreement, at no additional cost to the Tenant, will ensure the space continues to provide a secure, safe and efficient space for both the Department's employees and clients, and will improve barrier-free accessibility. Improvements to be provided include but are not limited to: reconfiguration of the "wheelchair accessible" parking spaces at building entrance, re-carpeting of offices to eliminate hazardous rips and wrinkles, and repainting throughout. Supportive of improving barrier-free accessibility the Department will implement provision of assistive-listening devices at this location.

The square footage will remain the same at approximately 5,500 square feet. The renewal rate for year one is \$14.84 per square foot, \$81,600.00 annually. The rate for every other year of the term shall escalate 2% upon the anniversary date of "year two", "year four", "year six", "year eight" and "year ten". 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. The ten-year renewal lease rate structure is as follows:

Rent Schedule for Tenant's Ten Year Term:

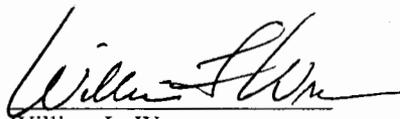
Year	Effective Dates	Cost per Sq. Ft.	Annual Cost	Approx. Sq. Ft. Cost	Approx. % Increase
1	June 1, 2016 - May 31, 2017	\$6,800.00	\$81,600.00	\$14.84	0%
2	June 1, 2017 - May 31, 2018	\$6,936.00	\$83,232.00	\$15.13	2%
3	June 1, 2018 - May 31, 2019	\$6,936.00	\$83,232.00	\$15.13	0%
4	June 1, 2019 - May 31, 2020	\$7,074.75	\$84,897.00	\$15.44	2%
5	June 1, 2020 - May 31, 2021	\$7,074.75	\$84,897.00	\$15.44	0%
6	June 1, 2021 - May 31, 2022	\$7,216.25	\$86,595.00	\$15.74	2%
7	June 1, 2022 - May 31, 2023	\$7,216.25	\$86,595.00	\$15.74	0%
8	June 1, 2023 - May 31, 2024	\$7,360.50	\$88,326.00	\$16.06	2%
9	June 1, 2024 - May 31, 2025	\$7,360.50	\$88,326.00	\$16.06	0%
10	June 1, 2025 - May 31, 2026	\$7,508.00	\$90,096.00	\$16.38	2%
Ten Year Total			\$857,796.00		

As required by Administrative Rule Adm. 610.06 "Public Notice," the NH Department of Corrections conducted a space search soliciting "letters of interest" for leased space through the publication of a "Request for Proposal" for the Manchester, NH area for the use as a Probation and Parole reporting office for either a five or ten year term. The space search produced only one proposal, the incumbent landlord, Robat Holdings, LLC who initially offered the State a ten-year term for the current 5,500 square foot location at 60 Rogers Street, Manchester, NH, with no escalation for "year one and two" at \$14.84 per square foot, \$81,600.00 annually and a 3.0% escalation for "year three through ten" for an approximate total cost of \$910,447.85. The State subsequently negotiated the proposed ten-year renewal down to \$857,798.00 with a 2% escalation every other year, providing a cost savings of \$52,649.85 over the term.

This location has served the Department and its clients well for the past fifteen years; therefore your favorable consideration of the enclosed agreement is requested.

This location has served the Department and its client well for the past fifteen years; therefore your favorable consideration of the enclosed ten-year agreement is requested.

Respectfully Submitted,



William L. Wrenn
 Commissioner

**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 4, 2016

SUBJECT: Attached Lease Amendment;
Approval respectfully requested.

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

LESSEE: Department of Corrections, P.O. Box 1806, Concord NH 03302

LESSOR: Robat Holdings, LLC, P.O. Box 397, Manchester, NH 03103

DESCRIPTION: Lease Renewal. Approval of the enclosed will authorize continued rental of 5,500 square feet of 2nd floor office space located at 60 Rogers Street, Manchester NH. The Department has leased this space for the past 15 years and finds it serves well as their regional probation and parole reporting office and therefore requests authorization for the enclosed 10 year renewal. During the first year of the renewal (at no additional expense) the offices will be repainted, re-carpeted, and certain/limited ADA upgrades provided.

TERM: Ten (10) years, commencing June 1, 2016 terminating May 31, 2026.

ANNUAL RENT: Year 1: 6/01/2016 – 5/31/2017; 0% escalation \$81,600.00 Annual (\$14.84 per SF)
Year 2: 6/01/2017 – 5/31/2018; 2% escalation \$83,232.00 Annual (\$15.13 per SF)
Year 3: 6/01/2018 – 5/31/2019; 0% escalation \$83,232.00 Annual (\$15.13 per SF)
Year 4: 6/01/2019 – 5/31/2020; 2% escalation \$84,897.00 Annual (\$15.44 per SF)
Year 5: 6/01/2020 – 5/31/2021; 0% escalation \$84,897.00 Annual (\$15.44 per SF)
Year 6: 6/01/2021 – 5/31/2022; 2% escalation \$86,595.00 Annual (\$15.74 per SF)
Year 7: 6/01/2022 – 5/31/2023; 0% escalation \$86,595.00 Annual (\$15.74 per SF)
Year 8: 6/01/2023 – 5/31/2024; 2% escalation \$88,326.00 Annual (\$16.06 per SF)
Year 9: 6/01/2024 – 5/31/2025; 0% escalation \$88,326.00 Annual (\$16.06 per SF)
Year 10: 6/01/2025 – 5/31/2026; 2% escalation \$90,096.00 Annual (\$16.38 per SF)
TOTAL: \$857,796.00

JANITORIAL: Included in annual rent

UTILITIES: Provision of utilities included in annual rent

TOTAL TERM COST: \$857,796.00

PUBLIC NOTICE: Complied with all RFP requirements, the only offer received was from the current landlord whose initial offer was \$52,649.85 more over the 10-year term than the total (shown above) that was subsequently negotiated by DAS/Bureau of Planning and Management on behalf of the Department of Corrections.

CLEAN AIR PROVISIONS: The space will be re-tested for continued conformance to standards after commencement of renewal term.

BARRIER-FREE DESIGN COMMITTEE: Positive recommendation received from the Committee contingent upon provision of certain improvements which have either been incorporated into leasehold obligations or provided directly by Department of Corrections.

LONG RANGE CAPITOL PLANNING AND UTILIZATION COMMITTEE (LRCPUC): Submitted to LRCPUC meeting scheduled to convene May 10, 2016; if the lease should not receive approval by the Committee Department of Corrections shall remove it from the May 18, 2016 G&C meeting agenda.

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

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

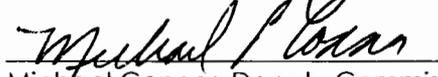
Reviewed and recommended by:
Bureau of Planning and Management



A handwritten signature in black ink, appearing to read 'Mary Belec', is written over a horizontal line. The signature is stylized with large loops and a long horizontal stroke extending to the right.

Mary Belec, Administrator II

Approved by:
Division of Plant and Property MGMT



A handwritten signature in black ink, appearing to read 'Michael Connor', is written over a horizontal line. The signature is written in a cursive style.

Michael Connor, Deputy Commissioner

NH Dept. of Correc

Legal Notice

MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by **Michael W. Manatrey, Maryellen Manatrey** to Mortgage Electronic Registration Systems, Inc. acting solely as a nominee for 1-800-East-West Mortgage Company, dated December 8, 2005 and recorded with the Rockingham County Registry of Deeds in Book 4594, Page 826 of which mortgage Ventures Trust 2013-1-H-R by MCM Capital Partners, LLC, its trustee is the present holder by assignment, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at **63 Emerson Road, Chester, NH** will be sold at a Public Auction at **11:00AM on February 17, 2016**, being the premises described in the mortgage to which reference is made for a more particular description thereof. Said public auction will occur on the Mortgaged Premises.

A copy of the Mortgage may be examined by any interested person and any inquiries regarding the foreclosure sale may be made of the undersigned at Korde & Associates, P.C., 321 Billerica Road, Suite 210, Chelmsford, MA during regular business hours.

For mortgagor's title, see deed recorded with the Rockingham County Registry of Deeds in Book 3675, Page 1434.

NOTICE TO THE MORTGAGOR AND ALL INTERESTED PARTIES: YOU ARE HEREBY NOTIFIED THAT YOU HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGOR, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

THE AGENT SERVICE OF PROCESS IS:

MCM CAPITAL PARTNERS, LLC (as Trustee for Ventures Trust 2013-1-H-R), 7500 Old Georgetown Road, Suite 1300, Bethesda, MD 20814 (MORTGAGEE)

SERVIS ONE INC., D/B/A BSI FINANCIAL SERVICES, c/o InCorp Services, Inc.

152 South Mast Street, Goffstown, NH 03045 (MORTGAGE SERVICER)

FOR INFORMATION ON GETTING HELP WITH HOUSING AND FORECLOSURE ISSUES, PLEASE CALL THE FORECLOSURE INFORMATION HOTLINE AT 800-437-5991. THE HOTLINE IS A SERVICE OF THE NEW HAMPSHIRE BANKING DEPARTMENT. THERE IS NO CHARGE FOR THIS CALL.

LIENS AND ENCUMBRANCES: The Mortgaged Premises shall be sold subject to any and all easements, unpaid taxes, liens, encumbrances and rights, title and interests of third persons of any and every nature whatsoever which are or may be entitled to precedence over the Mortgage.

NO WARRANTIES: The Mortgaged Premises shall be sold by the Mortgagee and accepted by the successful bidder "AS IS" AND "WHERE IS" and with all

agencies claiming by, from, or under them.

Said premises will be sold "as is" in all respects, including, but not limited to, the physical condition of the premises and the rights, if any, of any occupants of the premises.

To the mortgagor(s) and any and all persons, firms, corporations or others claiming by, from or under them: YOU ARE HEREBY NOTIFIED THAT YOU HAVE THE RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGOR, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

For information on getting help with housing and foreclosure issues, please call the foreclosure information hotline at 1-800-437-5991. The hotline is a service of the New Hampshire Banking Department. There is no charge for this call.

For Service of Process, Mortgagee's agent is Craig, Deachman & Amann, PLLC and address is 1662 Elm Street, Manchester, New Hampshire 03101.

Terms of sale will be Five Thousand Dollars (\$5,000.00) cash or certified check satisfactory to the said holder, to be paid at the time of the sale, and the balance to be paid on delivery of foreclosure deed within THIRTY (30) days thereafter. The said holder reserves the right to waive any of the above terms at its discretion. The said holder reserves the right to cancel or postpone the sale to such subsequent dates as the holder may deem necessary or desirable.

UNITED STATES OF AMERICA ACTING THROUGH THE RURAL HOUSING SERVICE OR SUCCESSOR AGENCY UNITED STATES DEPARTMENT OF AGRICULTURE

By Its Attorneys, CRAIG, DEACHMAN & AMANN, PLLC 1662 Elm Street, Manchester, NH 03101 (603) 665-9111

January 15, 2016 (UL - Jan. 20, 27; Feb. 3)

Legal Notice

PUBLIC NOTICE

Wanted to rent in Manchester, NH for either a 5 or 10 year term commencing June 1, 2016; approx. 5,000 - 5,500 SF of office space for the State of NH Dept. of Corrections, Division of Field Services, for use as a Probation and Parole reporting office. Space offered must conform to the agency's specifications which are posted on the State's WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Alternately to obtain specifications contact: Mary Belec, Bureau of Planning and Management, 25 Capitol Street, Rm 111, Concord, NH 03301, or phone: (603) 271-0090. Any and all Letters of Interest regarding this request must be received by 3:00 p.m. on Friday, February 19, 2016. The State of New Hampshire reserves the right to accept or reject any or all proposals. (UL - Feb. 3)

HAVE A RIGHT TO PETITION THE SUPERIOR COURT FOR THE COUNTY IN WHICH THE MORTGAGED PREMISES ARE SITUATED, WITH SERVICE UPON THE MORTGAGOR, AND UPON SUCH BOND AS THE COURT MAY REQUIRE, TO ENJOIN THE SCHEDULED FORECLOSURE SALE.

9. Right to Amend

The Mortgagee reserves the right to amend this notice.

By its attorneys, Upton & Hatfield, LLP Dated: January 20, 2016. Steven J. Venezia P.O. Box 13, 8 School Street Hillsborough, NH 03244-0013 (603) 464-5578 svenezia@upton-hatfield.com

(UL - Jan. 27; Feb. 3, 10)

Public Notices
They're how you know!
Public Notices help citizens to stay alert to what is happening in the community
New Hampshire Union Leader
and
New Hampshire Sunday News
make it easy for you.
Call or email us at 603-668-4321 x260
or
legals@unionleader.com

Legal Notice

NOTICE OF FORECLOSURE SALE

Pursuant to a power of sale contained in a certain mortgage deed given by **JASON N. BEAULIEU** to Union Bank, its successors or assigns, as lender, dated March 8, 2012, recorded in the Coos County Registry of Deeds at Book 1345, Page 0679, assigned to NEW HAMPSHIRE HOUSING FINANCE AUTHORITY by assignment(s) recorded or to be recorded in said Registry, said assignee, in execution of said power, for mortgage conditions broken, will sell on the mort-

UNION LEADER CORPORATION

P O BOX 9513
 MANCHESTER NH 03108-9513

(603)668-4321
 FAX (603)314-0132
 FED ID # 02-0212933

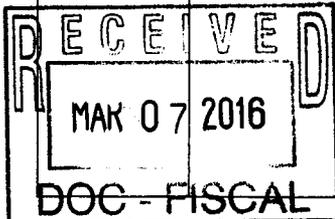
ADVERTISING INVOICE AND STATEMENT

1 BILLING PERIOD		2 ADVERTISER / CLIENT NAME	
02/01/2016 - 02/29/2016		NH DEPARTMENT OF CORRECTIONS	
23 TOTAL AMOUNT DUE		*UNAPPLIED AMOUNT	3 TERMS OF PAYMENT
141.30		0.00	Net 30 Days
21 CURRENT NET AMOUNT DUE		22 30 DAYS	60 DAYS
141.30		0.00	0.00
4 PAGE NUMBER	5 BILLING DATE C	6 BILLED ACCOUNT NUMBER	7 ADVERTISER/CLIENT NUMBER
1	02/29/2016	153642	153642

8 BILLED ACCOUNT NAME AND ADDRESS	
NH DEPARTMENT OF CORRECTIONS DIVISION OF FIELD SERVICES 105 PLEASANT ST PO BOX 1806 CONCORD NH 03302	

10 DATE	11 NEWSPAPER REFERENCE	12, 13, 14 DESCRIPTION-OTHER COMMENTS/CHARGES	15 SAU SIZE BILLED UNITS	17 TIMES RUN RATE	19 ACTIVITY	20 TOTAL
02/03/2016	Ad: 1756930	PO: MICHAEL MCALISTER UL LEGALS CL WANTED TO RENT IN MANCHESTER [02/03/16]	1x2.556	1 LEGAL14	70.65	70.65
02/28/2016	Ad: 1777930	PO: MICHAEL MCALISTER UL LEGALS CL WANTED TO RENT IN NASHUA NH [02/28/16]	1x2.556	1 LEGAL14	70.65	141.30
Balance Due:						141.30

CO 10 PROC 04600 VENDOR 177155 R001
 INV. DESCR. 153642 DOC FS/DO
 PO _____ Ln \$ _____ Ln \$ _____
 AU 8302 Acct 0247 \$ _____
 AU _____ Acct _____ \$ _____
 POA *[Signature]* Date 4/4/16



ONLY ITEMS PUBLISHED THIS MONTH APPEAR ON THIS BILL

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS

21 CURRENT NET AMOUNT DUE	22 30 DAYS	60 DAYS
141.30	0.00	0.00

OVER 90 DAYS	*UNAPPLIED AMOUNT	23 TOTAL AMOUNT DUE
0.00	0.00	141.30

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
022916	02/01/2016 - 02/29/2016	153642	153642	NH DEPARTMENT OF CORRECTIONS

110000001536421 022916 00000001536420600 00000014130

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 _____, 2016, 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: N/A
(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: New Hampshire Department of Corrections
Address: 105 Pleasant Street, PO Box 1806

Street Address (official location of Tenant's business office)
Concord NH 03302-1806 (603) 271-5600
City State Zip Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 60 Rogers Street (2nd floor suite)
(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)

The 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. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

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 2016, and ending on the 31 day of May, in the year 2026, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: JO
Date: 4/5/16

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Ten (10) year(s) commencing on the 1st day of June, in the year 2016, unless sooner terminated in accordance with the Provisions hereof.

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 A". 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.

3.4 Extension of Term: The Tenant shall have the option to extend the Term for (*number of options*) N/A Additional term(s) of N/A 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 1st, 2016

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 A".

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: JL
Date: 4/5/16

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 D" 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: Tenant shall be solely responsible for provision of telecommunications and data services and for making direct payments related to such services directly to the provider.

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:

Department of Corrections, Division of Field Services district "Probation and Parole"
reporting office.

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 1st of every year.

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

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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 B" hereto.

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

OR:

Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B 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 floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

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 Design-Build specifications and plans which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. It shall be the Landlord's responsibility to provide any and all necessary 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 A "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 "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, 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 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 A 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.

Deleted: standard provisions of Section 15. Insurance; see Exhibit D herein for text replacing the standard provisions.

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~
- ~~15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.~~

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

- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein

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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, 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.

Landlord Initials: *LD*
Date: 4/5/16

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: *JR*

Date: *4/5/16*

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 DeBlois

Title: Member, Robat 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: Mike McAlister

Title: Director, Division of Field Services

Address: 105 Pleasant Street, Concord NH 03301 Phone: (603) 271-5652

Email Address: mmcalister@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

Landlord Initials: SD

Date: 4/5/16

regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's 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 D 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: *LD*

Date: *4/5/16*

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 _____

DEPARTMENT OF CORRECTIONS

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

William L. Wrenn

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

Authorized by: (full name and title) _____

Thomas DeBlois
Signature

Print: Thomas DeBlois, Manager
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 5, 2016, appeared before

me (print full name of notary) Charles F. Cleary 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) Manager of

Robot Holdings, LLC and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature)

CFC



APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barriers 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: 4/22/16

Approving Attorney: *[Signature]*

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: *RD*
Date: 4/5/16

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

**EXHIBIT A
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.*

Rent for the Premises shall be due and payable in accordance with the rental schedule below. The approximate cost per "Square Foot" (SF) documented below is based on the 5,500 square foot demise of the Premises located on the second floor of 60 Rodgers Street, Manchester NH

10-YEAR RENTAL SCHEDULE

Year	EFFECTIVE DATES	SQ. FT.	MONTHLY COST	ANNUAL COST	Approx. SF COST	Approx. % INCREASE
1	June 1, 2016 – May 31, 2017	5,500	\$6,800	\$81,600.00	\$14.84	0%
2	June 1, 2017 – May 31, 2018	5,500	\$6,936.00	\$83,232.00	\$15.13	2%
3	June 1, 2018 – May 31, 2019	5,500	\$6,936.00	\$83,232.00	\$15.13	0%
4	June 1, 2019 – May 31, 2020	5,500	\$7,074.75	\$84,897.00	\$15.44	2%
5	June 1, 2020 – May 31, 2021	5,500	\$7,074.75	\$84,897.00	\$15.44	0%
6	June 1, 2021 – May 31, 2022	5,500	\$7,216.25	\$86,595.00	\$15.74	2%
7	June 1, 2022 – May 31, 2023	5,500	\$7,216.25	\$86,595.00	\$15.74	0%
8	June 1, 2023 – May 31, 2024	5,500	\$7,360.50	\$88,326.00	\$16.06	2%
9	June 1, 2024 – May 31, 2025	5,500	\$7,360.50	\$88,326.00	\$16.06	0%
10	June 1, 2025 – May 31, 2026	5,500	\$7,508.00	\$90,096.00	\$16.38	2%
10 YEAR TOTAL:				\$857,796.00		

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

N/A: no additional payments shall be due or payable during the term.

Landlord Initials: LD
Date: 4/5/16

EXHIBIT B

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.*

Landlord's Scope of Duties: the Landlord or their service provider shall be responsible for provision of janitorial services to all areas of the Premises whether they are "common areas" or designated for the Tenant's exclusive use. Landlords' schedule for provision of janitorial service to the Premises shall be no less than the following:

- 1) Once weekly (every Friday):
 - a) Clean all restrooms, including thorough cleaning the toilet and sink and washing the resilient surface flooring.
 - b) Supply and restock all "consumable" products such as toilet paper, paper towels and soap.
 - c) Vacuum all carpeted areas, providing intensive vacuuming in high traffic areas when needed.
 - d) Sweep and wash any resilient flooring surface (including rest rooms).
 - e) Empty all refuse containers and dispose of contents removing them from the Premises
 - f) Wash/clean all counter tops
 - g) Thoroughly clean reception area glass
 - h) Spot clean walls, doors and casing to remove fingerprints and dirt.
 - i) Dust all horizontal surfaces within hand height, inclusive of window blinds and/or drapes
 - j) Annual Cleaning:
 - k) Shampoo/Clean all carpets
 - l) Clean the interior and exterior surfaces of all windows
- 2) The Tenant agrees that provision of janitorial services is subject to reasonable interruptions due to the making of repairs, alterations, improvements, or to causes beyond the landlord's control.
- 3) Cleaning shall be scheduled to occur at mutually agreeable times as negotiate by the Landlord and Tenant. All cleaning supplies and equipment shall be provided by the Landlord or Landlord's contractor.
- 4) The Janitorial Service provider selected or employed by the Landlord for cleaning of the Premises shall not employ any person(s) affiliated with or having a history of affiliation with the State office of "Probation & Parole", likewise no such employed person shall have a criminal police record. Additionally, all persons employed for provisions of janitorial services in the Premises shall be required to refuse entrance to the Premises by any person not authorized by the Tenant.
- 5) Recycling Services: Shall be provided as set forth in "Exhibit C Part IV" of the Agreement herein.

Landlord Initials: JO

Date: 4/5/16

EXHIBIT C

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 Opinion" 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.*

1) Tenant shall:

- a) Throughout the term practice good housekeeping and due diligence towards maintaining conforming clearances at all doorways, hallways and rest rooms within the Premises.
- b) Remove storage cabinets and/or other furnishings from all rest rooms in order to consistently provide conforming wheelchair accessibility clearances.
- c) Arrange and pay for interpreter services for any hearing or speech impaired clients
- d) Provide signage at the reception transaction window notifying clients of available special needs accommodations, such as large print materials, access to interpreters, and access to assistive listening devices.
- e) Provide an "Assistive listening" system such as a "pocket talker" and store it in the conference room for use by hard of hearing individuals. Staff shall be training on how the device is used and offer it to anyone in need.

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. *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, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required until such time a "certification of compliance" is issued.*

No later than thirty (30) days after commencement of the Term herein, the Tenant shall have the Premises tested for compliance with "Clean Indoor Air" standards, for performance of testing they shall hire technicians which meet the State of New Hampshire Department of Environmental Services (NHDES) criteria of professional accreditation to perform NHDES "Clean Indoor Air" tests in the Premises as set forth in Administrative Rules Chapter Env – A2200. No more than five (5) days of receipt of the air quality and lead tests results the Tenant shall submit a copy to the Landlord, and a notarized copy to NHDES, the copy addressed to NHDES shall be delivered to: "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095. In the instance of testing results showing deficiency in any criterion, the Landlord shall consult with the State of New Hampshire and the accredited consultant that performed the testing to gain their recommendation of "best practice" for provision of remedy, and thereafter implement provision of such remedy through repair/alteration to the Premises. Any and

Landlord Initials: JO

Date: 7/5/16

all required repairs or alterations determined to be necessary under this provision shall be completed within a reasonable time frame, in no instance exceeding thirty (30) days after report of the deficiency. After the completion of all repairs the Landlord shall provide air-quality testing for the previously deficient area to prove remedy has been provided, the results shall be sent to the Tenant as proof of conformance. The Landlord shall be obligated to comply with the forgoing protocol until such time the Premises conform to Environmental Services "ENV-A2200" standards.

Part III Improvements, Renovations or New Construction ("work"): In the event that the Agreement herein includes provisions for such "work" to be provided, the Tenant's finalized version of Design-Build floor plans, specifications and any supplemental defining documents depicting all "work" shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document. The Tenant and the Landlord shall both retain copies of these documents. Tenant shall provide complete copies to the State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

The Landlord shall provide the following Improvements at no additional cost to the Tenant:

1. Wall repair and repainting: During the first sixty (60) months of the Term the Landlord shall patch and repair all holes and abrasions on the walls of the Premises, and repaint all walls where such repairs have been provided. Landlord (or Landlord's designee) shall coordinate performance of this work, which may be completed in phases, with the Tenant, scheduling work in advance in order to cause minimal disruption. This work shall be completed no later than June 1, 2017
2. New Carpet Tile: During the first sixty (60) months of the Term the Landlord shall remove and dispose of all areas of existing broadloom carpet, and replace it with new carpet tile. The area requiring such work is limited to the Conference room and all private offices; the corridors, waiting room, kitchen, rest rooms and reception area flooring treatments are in good repair and shall remain. The Landlord (or Landlord's designee) shall coordinate performance of this work, which may be completed in phases, with the Tenant, scheduling work in advance in order to cause minimal disruption. This replacement process shall be completed no later than June 1, 2017.
3. Repair of Exterior Entrance Threshold: Not later than thirty (30) days after commencement of the Term, the Landlord shall provide repair/renovation to the exterior public entrance serving the Premises. The threshold of the entrance door shall be modified to provide a firm, eased slope extending from the abutting asphalt up to the top edge of the threshold, thereby eliminating the current rough gap.
4. Interior Signs: Not later than thirty (30) days after commencement of the Term, the Landlord shall provide and install raised text and brailed character interior signs in the Premises. The following shall be provided: room numbers at each room entrance, "Exit" at each (3) of the exit doorways, "Conference", "Kitchen", "Mechanical", and "Electrical". All signs to conform with the following:
 - a. Sign Type: Panel and Non-Panel
 - b. Sign Base Material: Plastic laminate
 - c. Samples: provide samples of each component to Tenant for initial selection of color, pattern and texture to Tenant.
 - d. Letter Style shall match Landlord's standard font, however if there is no "standard" established, the font shall be "Ariel".
 - e. Character Proportion: shall comply with ICC/ANSI A117.1-2003 and ADAAG section 4.30.2: Letter and numbers on signs shall have a width to height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10.
 - f. Color of sign plate and letters "to be determined". Color shall be either the Landlord's existing building standard, or if there is no standard, shall be selected by the Tenant. In either case, the color selection shall be in full compliance with

Landlord Initials: JLO
Date: 4/5/10

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.

Landlord Initials: JD
Date: 4/5/16

**EXHIBIT D
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:

Insurance: The Standard provisions of Section "15 Insurance" have been deleted; they shall be replaced by the following:

15 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. 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.

Landlord Initials: JD

Date: 7/5/16



**New Hampshire
Governor's Commission on Disability**

"Removing Barriers to Equality"



Margaret Wood Hassan, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

**To: Mr. Michael McAlister, Director
Department of Corrections**

Date: Tuesday, April 19, 2016

**Re: LETTER OF OPINION,
Pursuant to the New Hampshire Code of Administrative Rules, ADM 610.16 (e) (3)**

Location: Department of Corrections, 60 Rogers Street, Manchester NH 03103

Term: 10 Year
Commencement Date, Effective Date, Occupancy Date: June 1, 2016
Expiration: May 31, 2026

Lessee: New Hampshire Department of Corrections, 105 Pleasant Street, PO Box 1806,
Concord NH 03302-0806

Lessor: Robot Holdings, LLC., PO Box 397, Manchester NH 03305

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.16 (e) (3), The Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements, subject to the conditions listed below. The subject lease was reviewed during the ABFDC's April 19, 2016 meeting.

This Letter of Opinion, pursuant to ADM 610.16 (e) (3); The Administrative Rules of the Department of Administrative Services; is issued with the following conditions referenced in EXHIBIT A, and is subject to the limitations stated herein.

Upon completion, all renovations specified in the Lease agreement any supportive Design-Build Specifications and drawings or sketches; including but not limited to EXHIBIT B,C,D,E; demonstrated at the ABFDC meeting on April 19, 2016, must comply with the provisions set forth in this letter and with the applicable New Hampshire Code for Barrier-Free Design. Although no comment or opinion is expressed regarding the New Hampshire State Building Code and the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the local or State authority having jurisdiction, for any necessary approvals.

EXHIBIT A - CONDITIONS:

1. Accessible Parking Space: Parking Space is 84" and required to be 96" per ADAAG 502.2. and NH Code for Barrier Free Design 303.01 (b) (1).

AGREED UPON

To allow for improved access, lot will be re-striped with accessible parking and access aisles striped to appropriate dimensions per Ms. Belec's proposed layout.

CONDITION TO BE SATISFIED PER EXHIBIT D, BY AUGUST 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

Refer to Exhibit A and B for current photos.

Refer to Exhibit C for current parking layout.

Refer to Exhibit D for proposed layout per Ms. Mary Belec.

2. Van accessible parking space is measured at 96" at one end and tapers to approximately 84" at the opposing end. Van accessible spaces are required to be 96" minimum per NH Code for Barrier Free Design 303.01 (b) (1).

AGREED UPON

To allow for improved access, lot will be re-striped with accessible parking and access aisles striped to appropriate dimensions per Ms. Belec's proposed layout.

CONDITION TO BE SATISFIED PER EXHIBIT D, BY AUGUST 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

Refer to Exhibit A and B for current photos.

Refer to Exhibit C for current parking layout.

Refer to Exhibit D for proposed layout per Ms. Mary Belec.

3. Van accessible space lacks access aisle as required by ADAAG 502.3.4, and NH Code for Barrier Free Design 303.01 (b) (1) (b).

AGREED UPON

To allow for improved access, lot will be re-striped with accessible parking and access aisles striped to appropriate dimensions per Ms. Belec's proposed layout.

CONDITION TO BE SATISFIED PER EXHIBIT D, BY AUGUST 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

Refer to Exhibit A and B for current photos.

Refer to Exhibit C for current parking layout.

Refer to Exhibit D for proposed layout per Ms. Mary Belec.

4. Exterior Main Entrance: Following the precedence of the prior ABFDC, who did not recognize the need for an automatic door opener, the Department of Corrections has been referred to the local building code inspector to review it's options.

AGREED UPON: To allow for appropriate program access, the Department of Corrections will provide alternative forms of program access, which will include, but is not limited to, visiting clients in their homes. Proof of the various forms of program access will be provided to the Governor's Commission on Disability (GCD) in the form of a letter by April 13, 2016.

CONDITION TO BE SATISFIED BY MAY 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

5. Exterior Main Entrance: Per physical tour of space, the exterior pavement of the main entrance appears to have a gap with some alterations in level.

AGREED UPON: Area will be restored to conform to the NH Code for Barrier Free Design requirements/2010 Standards for Accessible Design 302.1 and 403.

CONDITION TO BE SATISFIED BY AUGUST 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

6. Interior Main Entrance: Per physical observation, interior vestibule contains "throw rug".
AGREED UPON: Throw rugs will be secured to provide a secure surface via Agency's or landlord's choice of adhesive and checked two or more times per year for stability per NH Code for Barrier Free Design requirements/2010 Standards for Accessible Design 302.1.

CONDITION TO BE SATISFIED BY APRIL 22, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

7. Department lacks assistive listening system and services for individuals with additional hearing needs.

AGREED UPON: Department of Corrections will secure necessary equipment and develop a policy or plan to educate staff on use of equipment and remote or onsite interpreting services, for as needed use, per NH Code for Barrier Free Design/2010 ADA Standards for Accessible Design 706.

CONDITION TO BE SATISFIED BY MAY 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

8. Signage should be provided in locations specified by ADAAG 216 and using the technical standards provided by ADAAG 703.

AGREED UPON: Department of Corrections will add additional signage to notify clientele of the above resources per NH Code for Barrier Free Design/2010 ADA Standards for Accessible Design 703 and 216

CONDITION TO BE SATISFIED BY MAY 1, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

9. Bathrooms: Items impede access to fixtures, including, but not limited to, access to the paper towel dispenser, sink, etc.

AGREED UPON: Tenant will remove items that impede access per NH Code for Barrier Free Design/2010 ADA Standards for Accessible Design 204.

CONDITION TO BE SATISFIED BY APRIL 22, 2016, WITH PROOF IN THE FORM OF PHOTOGRAPHS OR DOCUMENTATION SUBMITTED TO THE GOVERNOR'S COMMISSION ON DISABILITY.

The Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee cannot survey all state leased properties for compliance with the New Hampshire Code for Barrier Free Design or for compliance with the conditions stated in this Letter of Opinion. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to assure access for persons with disabilities; random surveys may be performed on an as needed basis for compliance regarding accessibility.

A representative for the Lessee or a designee of the Lessee must provide to the Governor's Commission on Disability proof of completion via photographs, invoices, or as outlined above, for the items listed above, and shall certify to the Governor's Commission on Disability that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied. Should the Lessee not comply with the provisions of the Code for Barrier Free Design or the accessibility standards, or default on the completion of conditions; the Lessee, will rectify immediately after due notification by the Governor's Commission on Disability of the Architectural Barrier Free Design Committee.

This Letter of Opinion is based upon a review of all provided documentation regarding the premises, and this Letter of Opinion is based on the assurances of the Lessee for compliance therein. Future review of existing and new documentation, as well as, future physical site visits may be conducted at the discretion of the Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee.

Respectfully submitted and approved by the **Architectural Barrier-Free Design Committee** on this day of **Tuesday, April 19, 2016**.

Handwritten signature of Eric Brand in cursive, with a circled initial 'EB' below it.

Eric Brand, Acting Chairperson
Architectural Barrier Free Design Committee

Cc:
Charles J. Saia, Esq., Executive Director
Governor's Commission on Disability

Department of Corrections
Probation and Parole
60 Rogers Street
Manchester Street, 03305

EXHIBIT B
CURRENT ACCESSIBLE PARKING SPACE



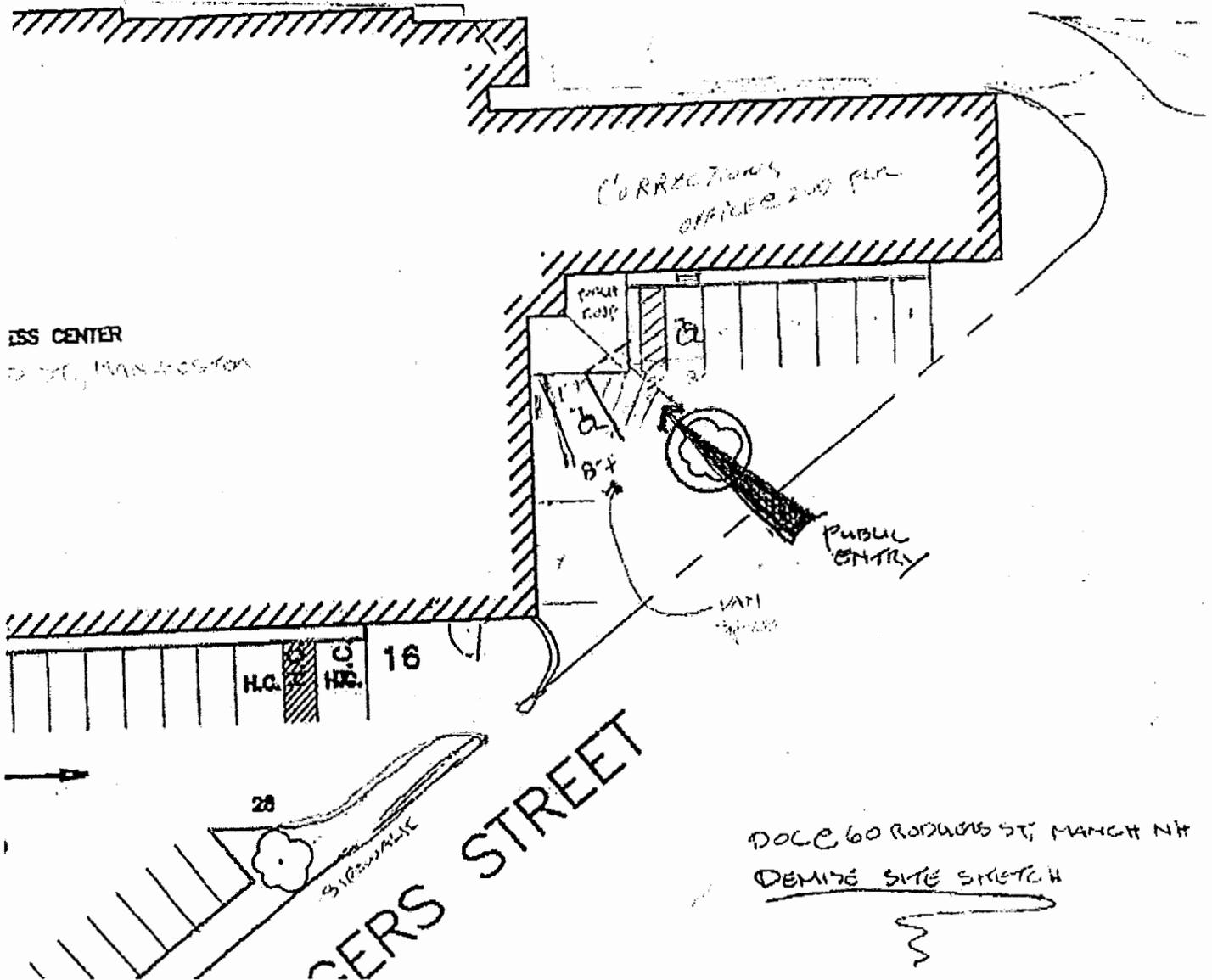
Department of Corrections
Probation and Parole
60 Rogers Street
Manchester Street, 03305

EXHIBIT C
CURRENT VAN ACCESSIBLE SPACE



Department of Corrections
Probation and Parole
60 Rogers Street
Manchester Street, 03305

EXHIBIT D
CURRENT PARKING LAYOUT PER MS. MARY BELECZ



State of New Hampshire

Department of State

CERTIFICATE

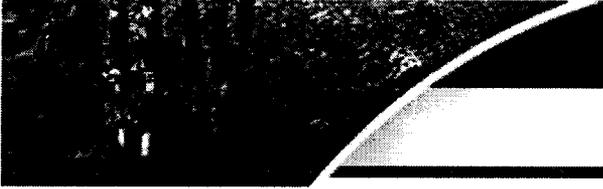
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ROBAT HOLDINGS, LLC is a New Hampshire limited liability company formed on September 17, 1997. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) 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 4th day of April, A.D. 2016

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

William M. Gardner
Secretary of State



NEW HAMPSHIRE Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online
 Guidelines
 Name Availability
 Name Appeal Process

Date: 5/3/2016

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
ROBAT HOLDINGS, LLC	Legal

Limited Liability Company - Domestic - Information

Business ID:	279215
Status:	Good Standing
Entity Creation Date:	9/17/1997
State of Business.:	NH
Principal Office Address:	824 S MAMMOTH RD MANCHESTER NH 03109
Principal Mailing Address:	No Address
Last Annual Report Filed Date:	3/31/2016 5:24:02 PM
Last Annual Report Filed:	2016

Registered Agent

Agent Name:	Deblois, Thomas H
Office Address:	824 S MAMMOTH RD PO BOX 397 MANCHESTER NH 03105

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

ROBAT HOLDINGS, LLC

Special Meeting of the Member by Written Consent

The Undersigned, being the sole Member of Robat Holdings, LLC, a New Hampshire limited liability company, hereby consents in writing to the following actions:

RESOLVED:

The Company is hereby authored to enter into a Lease Agreement with the State of New Hampshire, acting by and through its Commissioner of the Department of Corrections and pertaining to leased spaced at 60 Rogers Street, Manchester, New Hampshire, and that the Manager, Thomas DeBlois, on behalf of this Company, is authorized and directed to enter into the said Lease Agreement with the State of New Hampshire, and that he is to take any and all such actions that may be deemed necessary, desirable or appropriate on behalf of this Company in order to accomplish the same.

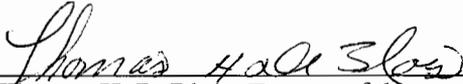
RESOLVED:

That the signature of the above authorized Manager of this Company, when affixed to any instrument of document described in, or contemplated by, these resolutions, shall be conclusive evidence of the authority of said Manager to bind this Company; thereby:

1. The foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; and
2. The following person has been duly elected to and now occupies, the Office or Offices indicated:

Manager: Thomas DeBlois

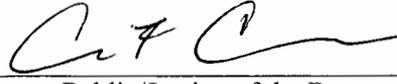
DATED this 4th day of April, 2016.


By: Thomas H. DeBlois, Trustee of the
Thomas H. DeBlois Revocable Trust, Sole
Member

Intended Effective Date:
April 4, 2016

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged, before me, this 4th day of April, 2016, by Thomas H. DeBlois, Trustee of the Thomas H. DeBlois Revocable Trust, the duly authorized Member of Robat Holdings, LLC, a New Hampshire limited liability company, on behalf of the company.


Notary Public/Justice of the Peace
My Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2016

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 Aspen Insurance Agency P O Box 510 Manchester NH 03105		CONTACT NAME: Lyndsay Lee PHONE (A/C, No, Ext): (603) 647-0800 E-MAIL ADDRESS: llee@aspen-ins.com FAX (A/C, No): (603) 647-0330																						
INSURED Robat Holdings LLC PO Box 397 Manchester NH 03105		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>The Cincinnati Casualty Compan</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Cincinnati Casualty Compan		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL1642009502 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0129584	2/14/2015	2/14/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Hired & Non-Owned Auto	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lessors Risk
Loc. #1, Bldg. #1: 60 Rogers Street, Manchester, N.H. 03103

CERTIFICATE HOLDER

Department of Corrections
P.O. Box 1806
Concord, NH 03302

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

Lyndsay Lee/DIANA

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