

Frank Edelblut
Commissioner of Education



Paul Leather
Deputy Commissioner of Education

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. 603-271-6133
FAX 603-271-1953

May 9, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a **sole source** holdover amendment to the existing amended lease with Mascoma Rivermill Properties, LLC (Vendor Code # 166171), Lebanon, NH 03766 by increasing the price limitation in the amount of \$8,037.12 to \$94,566.48 from the amended amount of \$86,529.36 and extending the end date from June 30, 2017 to December 31, 2017 for continued occupancy of the Lebanon Vocational Rehabilitation Office upon Governor and Council Approval. Governor and Council approved the original lease on November 30, 2011, Item #77 and the first holdover amendment on December 21, 2016, Item #58. 100% Federal Funds.

Funds to support this request is anticipated to be available in the account entitled Field Programs-Match, contingent upon legislative approval of the next biennial budget.

06-56-56-565510-40200000-022-500248 Rents-Leases other than State FY18
\$8,037.12

EXPLANATION

This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space than relocation to a temporary location prior to completion of the ongoing lease Request for Proposal (RFP) process.

The Department of Education, Bureau of Vocational Rehabilitation is seeking approval to enter into a second amendment of up to six (6) months, with the right of early termination upon serving thirty (30) days prior written notice to the Landlord commencing July 1, 2017 and ending no later than December 31, 2017 providing continued rental of the current Lebanon Vocational Rehabilitation office space consisting of approximately 1,030 square feet, located at 85 Mechanic Street, Suite B2-1, Lebanon, NH. Extending the lease term will allow the Department to continue lawful payment of rent while continuing occupancy.

The Department of Education's first competitive Request for Proposal, in June, 2016, resulted in one proposed office space. The proposal was not accepted due to the high cost per square foot (\$35.75). The first six months holdover amendment provided time for a second competitive Request for Proposal, which was posted on January 17, 2017. This RFP resulted in three potential office spaces being offered. Only one met the RFP requirements. The additional six months will provide the time to complete the RFP process which will be the basis for any future proposed long term lease for this catchment area.

TDD Access: Relay NH 711

EQUAL OPPORTUNITY EMPLOYER- EQUAL EDUCATIONAL OPPORTUNITIES

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
May 9, 2017
Page Two

The Department of Education, Bureau of Vocational Rehabilitation has occupied this Lebanon Vocational Rehabilitation Office location at 85 Mechanic Street since 1999. It currently houses four counselors and support staff.

The amendment extends the current monthly rent of \$1,339.52 which is approximately \$15.60 per square foot for up to six (6) months, and also provides the Tenant with an option for early termination. Provision of all site and building maintenance is included in the annual rent. A copy of the original lease and first holdover amendment is attached.

Approval of this lease holdover amendment will allow the Department of Education to continue to provide services to the public in the Lebanon area while finalizing the RFP process and submitting any subsequent proposed replacement lease to all required parties for final authorization.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Frank Edelblut
Department of Education

S:/common/G&C/LRO Lease Amendment 2017A

AMENDMENT

This Agreement (the "Amendment") is dated, 4/24/2017, 2017 and is by and between the State of New Hampshire acting by and through the New Hampshire Department of Education, (the "Tenant") and Mascoma Rivermill Enterprises, LLC, (the "Landlord") with a place of business at 85 Mechanic Street, Suite 140, Lebanon, NH 03766.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 1,030 square feet of space located at 85 Mechanic Street, Suite B2-1, Lebanon, New Hampshire which was approved by the Governor and Executive Council on November 30, 2011, item #77, and thereafter amended to extend the term which was approved by the Governor and Executive Council on December 21, 2016, item #58. The Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process, and;

The Tenant will need up to six months to complete this process and obtain authorization of any subsequent lease contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement

3.1 Term: Paragraph 3.1 of the Lease is deleted and replaced with the following: The expiration date of the current agreement, June 30, 2017 is hereby amended to terminate up to six (6) months thereafter, December 31, 2017.

a) During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of such "renewal lease".

4.1 Rent: Paragraph 4.1 of the Lease is deleted and replaced with the following: The current annual rent of \$16,074.24, which is approximately \$15.60 per square foot, will remain unchanged, prorated to a monthly rent of \$1,339.52. The first monthly installment shall be due and payable July 1, 2017 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed six (6) months which is \$8,037.12.

Initials: JF

Date: 4/24/2017

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

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

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

Initials: 
Date: 4/24/2017

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

TENANT: New Hampshire Department of Education

Date: 5-18-17

By [Signature]

LANDLORD: Mascoma Rivermill Enterprises, LLC

Date: APRIL 24, 2017

By [Signature]

Acknowledgement: State of _____, County of _____.

On (date) _____, before the undersigned officer, personally appeared

_____, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: _____

Commission expires: _____ Seal: _____

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

See Attached

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

By: [Signature] Assistant Attorney General, on 5/23/17.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____



All-purpose Acknowledgment California only

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

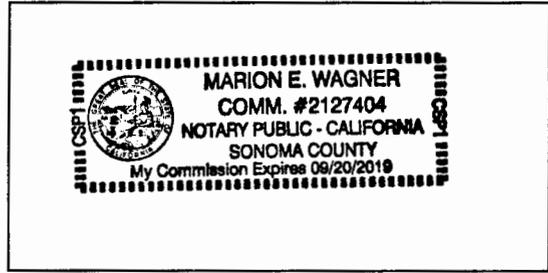
State of California

County of Sonoma

On 4-24-17 before me, Marion E Wagner, Notary Public (here insert name and title of the officer),

personally appeared Jon Allen Ternigan

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Seal

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marion E. Wagner

Description of Attached Document

Type or Title of Document Amendment to Lease

Document Date 4-24-17 Number of Pages 3

Signer(s) Other Than Named Above New Hampshire Dept of Education



Scanner Enabled Stores should scan this form
Manual Submission Route to Deposit Operations

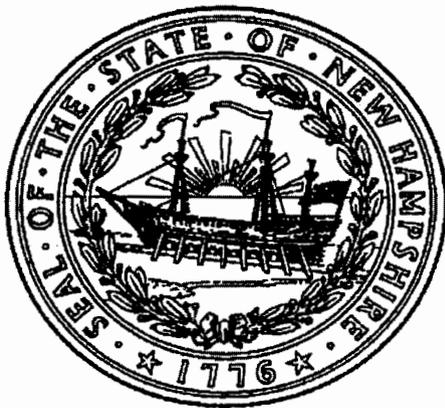
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MASCOMA RIVERMILL ENTERPRISES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 15, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 542305



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2017

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 have ADDITIONAL INSURED provisions or 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 Commercial Lines – 707-769-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039-A North McDowell Blvd. Petaluma, CA 94954-5507	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Co of America NAIC # 25674 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
INSURED Mascoma Rivermill Enterprises, LLC 775 Baywood Drive, Suite 318 Petaluma CA 94954	

COVERAGES **CERTIFICATE NUMBER: 11730238** **REVISION NUMBER: See below**

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 SUBR INSD 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		Y6300698L550TIL16	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	YJUB2374M10417	4/16/2017	4/16/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE Location at: 85 Mechanic Street, Suite 140, Lebanon, NH 03766
 Evidence of coverage: Carrier to provide tenant no less than ten (10) days prior written notice of cancellation or modification of the policy

CERTIFICATE HOLDER New Hampshire Department of Education 21 South Fruit Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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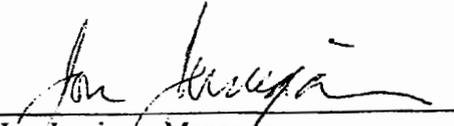
COMPANY RESOLUTION
MASCOMA RIVERMILL ENTERPRISES, LLC

I, Jon Jernigan, hereby certify that I am the managing member of Mascoma Rivermill Enterprises, LLC, a New Hampshire limited liability company which is an owner and the managing entity for the Rivermill Commercial Center in Lebanon, New Hampshire. I hereby certify the following is a true copy of a vote taken at a meeting of the members of Mascoma Rivermill Enterprises, LLC duly called and held on April 24, 2017, at which a quorum of the members participated.

VOTED: That Jon Jernigan is duly authorized to enter into a contract on behalf of Mascoma Rivermill Enterprises, LLC with the State of New Hampshire Department of Education, Division of Adult Learning and Rehabilitation, an agency of the State of New Hampshire, and is further authorized to execute any documents in connection with the State of New Hampshire Department of Education, Division of Adult Learning and Rehabilitation agreement for the lease of certain premises located in the Rivermill Commercial Center, 85 Mechanic Street, Lebanon, New Hampshire, identified as Unit B2-1, including, but not limited to, any amendment of the existing lease of said premises, which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of APRIL 24, 2017 (date of Amendment to Lease). I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above occupies the position indicated and that he has full authority to bind the company to the specific act indicated.

Dated: MAY 4, 2017



Jon Jernigan, Manager
Duly Authorized

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

FROM: Gail Rucker, Administrator II
Department of Administrative Services
Bureau of Planning and Management

DATE: May 24, 2017

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

TO: His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

LESSEE: Department of Education, Division of Career Technology and Adult Learning,
129 Pleasant Street, Concord NH

LESSOR: Mascoma Rivermill Properties, LLC, 85 Mechanic Street, Suite 140, Lebanon,
Nashua, NH 03060

DESCRIPTION: Lease Amendment: Approval of the enclosed (6) month holdover amendment for the existing lease agreement commencing June 30, 2017 and ending no later than December 31, 2017 at the current annual rent rate of \$16,074.24/year, or \$8,037.12 for the 6 month period. The Departments' current "Lebanon Office" comprised of 1,030 square feet of space located at 85 Mechanic Street, Lebanon, NH, is currently \$15.60 square foot and will stay at this rate. The monthly rent shall continue to be paid for the full six month term unless the parties have entered into a "renewal lease" authorized by the NH Governor and Executive Council; this holdover amendment would terminate at the same date set for the commencement of the renewal lease.

TERM: Six (6) months: commencing June 30, 2017 ending December 31, 2017

RENT: The current rate will stay at \$15.60 per square foot which is \$16,074.00 annually and shall payable as \$1,339.52 per month; no increase from prior year. This is a six (6) month extension for a total of \$8037.12.

JANITORIAL: included in annual rent for common areas: Department of Education, Bureau of Vocational Rehabilitation will pay approximately \$720.00 for (6) month lease

UTILITIES: In addition: an estimated \$575.00 (for the 6-month holdover period.)

TOTAL: \$8,037.12 + \$575 + \$720.00 = \$9,332.12 for the 6-month term, (Approx. \$18.12 SF)

PUBLIC NOTICE: Sole-Source amendment of current lease, the intent however is to finalize the RFP processes during the next 12 months.

CLEAN AIR PROVISIONS: None applicable to an amended term

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

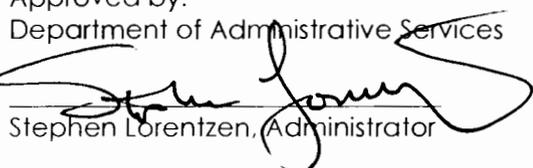
OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Gail Rucker, Administrator II

Approved by:
Department of Administrative Services


Stephen Lorentzen, Administrator

W,
Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144



appd 12/21/16 GAO
#58
12/21
✓ Shawn D Young
Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

December 7, 2016

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

REQUESTED ACTION

Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a **sole source** Holdover Amendment to the existing lease with Mascoma Rivermill Properties, LLC (Vendor Code # 166171), Lebanon, NH 03766 by increasing the price limitation in the amount of \$8,037.12 to \$86,529.36 from the original amount of \$78,492.24 and extending the end date from December 31, 2016 to June 30, 2017 for continued occupancy of the Lebanon Vocational Rehabilitation Office. Governor and Council approved the original lease on November 30, 2011, Item #77. 100% Federal

Funding is available in the account entitled Field Programs-Match for FY 17 as follows:

06-56-56-565510-40200000-022-500248	Rents-Leases other than State	<u>FY17</u> \$8,037.12
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EXPLANATION

This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space than relocation to a temporary location prior to completion of the ongoing lease RFP process.

The Department of Education, Bureau of Vocational Rehabilitation is seeking approval to enter into an amendment of up to six (6) months, with the right of early termination upon serving thirty (30) days prior written notice to the Landlord commencing January 1, 2017 and ending no later than June 30, 2017 providing continued rental of the current Lebanon Vocational Rehabilitation office space consisting of approximately 1,030 square feet, located at 85 Mechanic Street, Suite B2-1, Lebanon, NH. Extending the lease term will allow the Department to continue lawful payment of rent while continuing occupancy. The Department of Education solicited a competitive Request for Proposal process which resulted in one proposal. This proposal was not accepted by the Department of Education due to the high cost per square foot (\$35.75). The additional six months will provide the time for a second competitive Request for Proposal (RFP) process to be completed which will be the basis for any future proposed long term lease for this catchment area.

The Department of Education, Bureau of Vocational Rehabilitation has occupied this Lebanon Vocational Rehabilitation Office location at 85 Mechanic Street since 1999, it currently houses four counselors and support staff.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 7, 2016
Page Two

The amendment extends the current monthly rent of \$1,339.52 which is approximately \$15.60 per square foot for up to six (6) months, and also provides the Tenant with an option for early termination. Provision of all site and building maintenance is included in the annual rent. A copy of the original lease is attached.

Approval of this lease amendment will allow the Department to continue to provide services to the public in the Lebanon area while finalizing the RFP process and submitting any subsequent proposed replacement lease to all required parties for final authorization.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Department of Education

Q:/common/G&C/LRO Lease Amendment 2016

AMENDMENT

This Agreement (the "Amendment") is dated, 11/30, 2016 and is by and between the State of New Hampshire acting by and through the Department of Education, (the "Tenant") and Mascoma Rivermill Enterprises, LLC, (the "Landlord") with a place of business at 85 Mechanic Street, Suite 140, Lebanon, New Hampshire 03766.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 1,030 square feet of space located at 85 Mechanic Street, Suite B2-1, Lebanon, New Hampshire which was approved by the Governor and Executive Council on November 30, 2011, item #77, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums specified therein; and

The Landlord and Tenant are agreeable to providing a holdover term to facilitate the Tenant's finalization of their ongoing "Request for Proposal" (RFP) process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of final approvals, and;

The Tenant will need up to six (6) months to complete such process however the Agreement expires well in advance of this, therefore amendment of the current Agreement to provide delay of term expiration is necessary to authorize Tenant's continued lawful payment of rent and occupancy while processes are concluded;

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, December 31, 2016 is hereby amended to terminate up to six (6) months thereafter, June 30, 2017.

a) During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the such "renewal lease".

4.1 Rent: The current annual rent of \$16,074.24 which is approximately \$15.60 per square foot will remain unchanged during the amended Agreement, payable as \$1,339.52 monthly due on the first day of the month during the amended term. The first monthly installment shall be due and payable January 1, 2017 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month unless the Term is sooner terminated in accordance with this Agreement. The total cost of this agreement shall not exceed six (6) month's rent which is \$8,037.12.

Initials: JA

Date: 11/30/2016

15 Insurance: Paragraph 15 of the Lease is deleted and replaced with the following:
During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following

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

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

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

Initials:
Date: 11/30/2016

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

TENANT: State of New Hampshire Department of Education

Date: _____

By _____

LANDLORD: Mascoma Rivermill Enterprises, LLC

Date: NOVEMBER 30 2016

By Jon Fernigan

Acknowledgement: State of California County of Sonoma

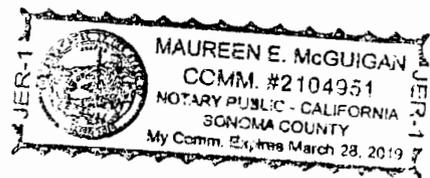
On (date) 11/30/2016 before the undersigned officer, personally appeared Jon Fernigan, who

satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Maureen E. McGuigan

Commission expires: 03/28/2019 Seal:

Name and title of Notary Public or Justice of the Peace (please print):
Maureen E. McGuigan



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

By: _____, Assistant Attorney General, on _____

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

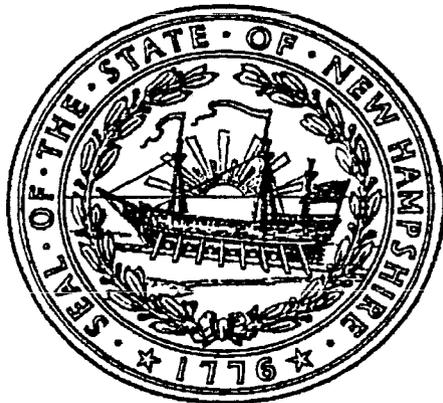
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MASCOMA RIVERMILL PROPERTIES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 15, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 542292



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of December A.D. 2016.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

COMPANY RESOLUTION
MASCOMA RIVERMILL ENTERPRISES, LLC

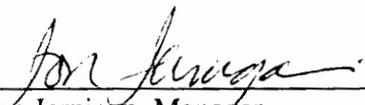
I, Jon Jernigan, hereby certify that I am the managing member of Mascoma Rivermill Enterprises, LLC, a New Hampshire limited liability company which is an owner and the managing entity for the Rivermill Commercial Center in Lebanon, New Hampshire. I hereby certify the following is a true copy of a vote taken at a meeting of the members of Mascoma Rivermill Enterprises, LLC duly called and held on November 21, 2016, at which a quorum of the members participated.

VOTED: That Jon Jernigan is duly authorized to enter into a contract on behalf of Mascoma Rivermill Enterprises, LLC with the State of New Hampshire Department of Education, Division of Adult Learning and Rehabilitation, an agency of the State of New Hampshire, and is further authorized to execute any documents in connection with the State of New Hampshire Department of Education, Division of Adult Learning and Rehabilitation agreement for the lease of certain premises located in the Rivermill Commercial Center, 85 Mechanic Street, Lebanon, New Hampshire, identified as Unit B2-1, including, but not limited to, any amendment of the existing lease of said premises, which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of November 30, 2016 (date of Amendment to Lease). I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above occupies the position indicated and that he has full authority to bind the company to the specific act indicated.

Dated: _____

11/21/16



Jon Jernigan, Manager
Duly Authorized

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

FROM: Stephen Lorentzen
Department of Administrative Services
Division of Plant and Property Management

DATE: December 5, 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: NH Department of Education, 101 Pleasant Street, Concord, NH 03301

LESSOR: Mascoma Rivermill Enterprises, LLC, 85 Mechanic Street, Suite 140, Lebanon,
NH 03766

DESCRIPTION: Lease Amendment: Approval of the enclosed (6) month holdover lease agreement commencing January 1, 2017 and ending no later than June 30, 2017 at the current annual rental rate of \$16,074/year, or \$8,037 for the 6-month period, and total square feet of 1,030 will allow the Department of Education extra time to complete the lease Request for Proposal process if relocation to a new space should prove fiscally responsible. The monthly rent shall continue to be paid for the full 6-month term unless the parties have entered into a "renewal lease" authorized by the NH Governor and Executive Council; this holdover lease amendment would terminate at the same date set for the commencement of the renewal lease.

TERM: January 1, 2017 with an-opt out provision at any time prior to the term end of June 30, 2017 if the parties enter into a renewal lease.

RENT: \$16,074/year (\$15.60 per SF); \$1,339.52/month; no increase from prior year.

JANITORIAL: Included in rent for common areas; VocRehab staff provide cleaning and trash removal at no cost for their office suite.

UTILITIES: In addition: estimated at \$1,150/year (\$575 for the 6-month holdover period)

TOTAL TERM COST: \$8,037 + \$575 = \$8,612 for the 6-month term (\$16.72/SF)

PUBLIC NOTICE: Not required for a holdover lease agreement.

CLEAN AIR PROVISIONS: None applicable to a holdover lease agreement

BARRIER-FREE DESIGN COMMITTEE: No review required for a holdover lease agreement

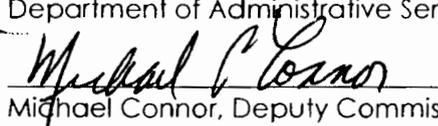
OTHER: Approval of the enclosed is recommended

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:
Division of Plant & Property Management


Stephen Lorentzen, Administrator

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner

FY13
RQ 129742

RQ R6274
PO 1021078



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

FOR INFORMATION ONLY
G & C Letter # _____
G & C Date 11/30/11
APPROVED: _____
Page # _____
Item # # 77

October 20, 2011

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

REQUESTED ACTION

Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a renewal lease agreement with Mascoma Rivermill Properties, LLC, 85 Mechanic Street, Lebanon, NH 03766 (vendor code 126739) for a five-year term commencing January 1, 2012 and ending December 31, 2016 for the purpose of Vocational Rehabilitation regional office space. The total cost of the lease term is \$78,492.24 and the annual cost for the first year is \$15,450.00 which is \$15.00 per square foot. The space is comprised of 1,030 square feet located on the second floor of the Rivermill Commercial Center, 85 Mechanic Street, Suite B2-1, Lebanon, NH.

166171

Funding for this request is available in account 06-056-565510-4020-022-500248 (100% Federal Funds) pending legislative approval of the next two biennial budgets.

<u>SFY 2012</u>	<u>SFY 2013</u>	<u>SFY 2014</u>	<u>SFY 2015</u>	<u>SFY 2016</u>
\$15,450	\$15,450	\$15,759	\$15,759	\$16,074.24

EXPLANATION

The current lease is due to expire December 31, 2011. As required by Administrative rule ADM 610.04, a "Request for Proposal" for approximately 1,100 square feet of leased space was posted in the Valley News' "Public Notice" section on January 7 and 14, 2011 soliciting "letters of interest" for leased space in the Lebanon, NH area. The notice was also posted concurrently on the Department of Administrative Service's Bureau of Planning and Management's WEB site, which provides a statewide listing of all leases.

The space search produced the following four responses: the existing landlord Mascoma Rivermill Enterprises, LLC of 85 Mechanic Street, Lebanon, NH initially offered a five year renewal term of 1,030 square feet at \$15 per square foot with 2% escalation in years three and five; a response from One Court Street Associated offered 955 square feet of space in a three story office building located at One Court Street, Lebanon, NH at \$25.71 per square foot; Lang McLaughry Commercial Real Estate offered two locations, Hanover Street Plaza (1,400 square feet) and 24 Hanover Street (1,005 square

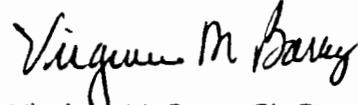
His Excellency, Governor John H. Lynch
and the Honorable Council
October 20, 2011
Page two

feet) but following the review of the properties respectfully declined to make a proposal feeling it was too economically difficult to respond in a meaningful manner.

During negotiations, Mascoma Rivermill Enterprises, LLC's proposal was reduced from the current rate of \$23.66 per square foot to \$15.00 per square foot. Our current location is a cost-effective arrangement for our agency. The Division of Career Technology and Adult Learning is requesting authority to remain in our current location.

Approval of the enclosed lease will allow the Department of Education to continue to provide services to the citizens in the Lebanon area in an efficient and uninterrupted manner; your positive consideration is therefore request.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education

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

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

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) January 1st, 2012

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

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

5. Conditional Obligation of the State:

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

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

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

Exceptions: _____

OR:

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

Exceptions: The Tenant shall be responsible for provision of electrical and telecommunications

Services, making direct payment to the providers thereof

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.

Landlord Initials: JJ

Date: 9/27/2011

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

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

Providing a regional client service office for the Department of Education, Division of Career Technology and Adult Education.

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.

Landlord Initials:

Date:

9/21/2011

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.

Landlord Initials: JJ
Date: 9/21/2011

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.

Neither of the standard clauses below shall apply; see Exhibit C for Janitorial Services specifications.

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

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

OR:

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

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

Landlord Initials: *JL*

Date: *9/21/2011*

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

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

- 9.1 Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).
- 9.2 Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.
- 9.3 State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.
- 9.4 Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.
- 9.5 Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

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

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

Landlord Initials:
Date:

- 10.1 Provision of Work, etc.:** Unless expressly otherwise agreed by both parties, all improvements shall be made at the Landlord's sole expense, with said provision amortized into the Rent set forth herein.
- A) In the event Tenant has agreed to the Landlord making certain improvements that are not included within those provided at the sole expense of Landlord or not amortized within the Rent, payment shall either be paid in total after Landlord has successfully completed all agreed improvements, or be paid in accordance with a payment schedule which shall withhold a proportion of the total payment until after Landlord has successfully completed the agreed improvements. Tenant's total additional payment and agreed payment schedule shall be set forth in the Agreement herein as a provision within Exhibit B "Schedule of Payments" herein and be listed as a separate section to the Schedule of Payments.
- 10.2 Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".
- 10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:
- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit B herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.
- 11. Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
- 12. Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.

Landlord Initials: *JJ*

Date: *9/21/2011*

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.

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 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 contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Landlord Initials: *RF*
Date: 9/21/2011

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: JF

Date: 9/21/2011

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 statutes, 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 performed 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: *LF*

Date: *9/21/2011*

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: Keith Rondos

Title: Property Manager, Rivermill Commercial Center

Address: 85 Mechanic St Suite 140 Phone: (603) 448-0017

Email Address: mascomarivermill@yahoo.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: Sharon DeAngelis

Title: Business Administrator, Department of Education

Address: 21 S. Fruit Street, Suite 20, Concord NH 03301 Phone: (603) 271-3806

Email Address: sharon.deangelis@doe.nh.gov

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: JF

Date: 9/21/2011

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 E attached and incorporated herein by reference.

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

Landlord Initials:

Date:

Handwritten initials and date: 9/21/2011

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 Education

Authorized by: (full name and title) Virginia M. Barry, Ph.D. VMB
Commissioner of Education

LANDLORD: (full name of corporation, LLC or individual) Mascoma Rivermill Enterprises, LLC

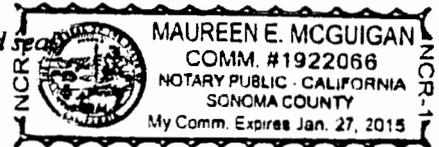
Authorized by: (full name and title) Jon Ferrigan
Signature

Print: TOM FERRIGAN MANAGING MEMBER
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE
OF: California COUNTY OF: Sonoma
UPON THIS DATE (insert full date) September 21, 2011, appeared before
me (print full name of notary) Maureen E. McGuigan the undersigned officer personally
appeared (insert Landlord's signature) Jon Ferrigan
who acknowledged him/herself to be (print officer's title, and the name of the corporation)
Mascoma Rivermill Enterprises LLC and that as such

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

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



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

Approved by the Department of Justice as to form, substance and execution:
Approval date: _____
Approving Attorney: _____

Approved by the Governor and Executive Council:
Approval date: _____
Signature of the Deputy Secretary of State: _____

Landlord Initials: JF
Date: 9/21/2011

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

**EXHIBIT A
DEMISE OF TENANT PREMISES**

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

The Premises are comprised of 1,030 square feet of ground level office space plus the right to shared use – together in common with others – of the building's common areas including the entrances, elevator, stairwells, corridors and rest rooms. See attached the floor plan titled "Exhibit A, Demise of Tenant Premises" for the office layout.

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

The Tenant's staff and visitors and/or invitees shall have the right to use in common with others parking spaces located in the parking lots surrounding the building to which the Premises are a part, such use shall be shared in common with others. There shall be no additional charge to the Tenant for provision of parking.

Landlord Initials:

Date:

Handwritten signature and date: 9/21/2011

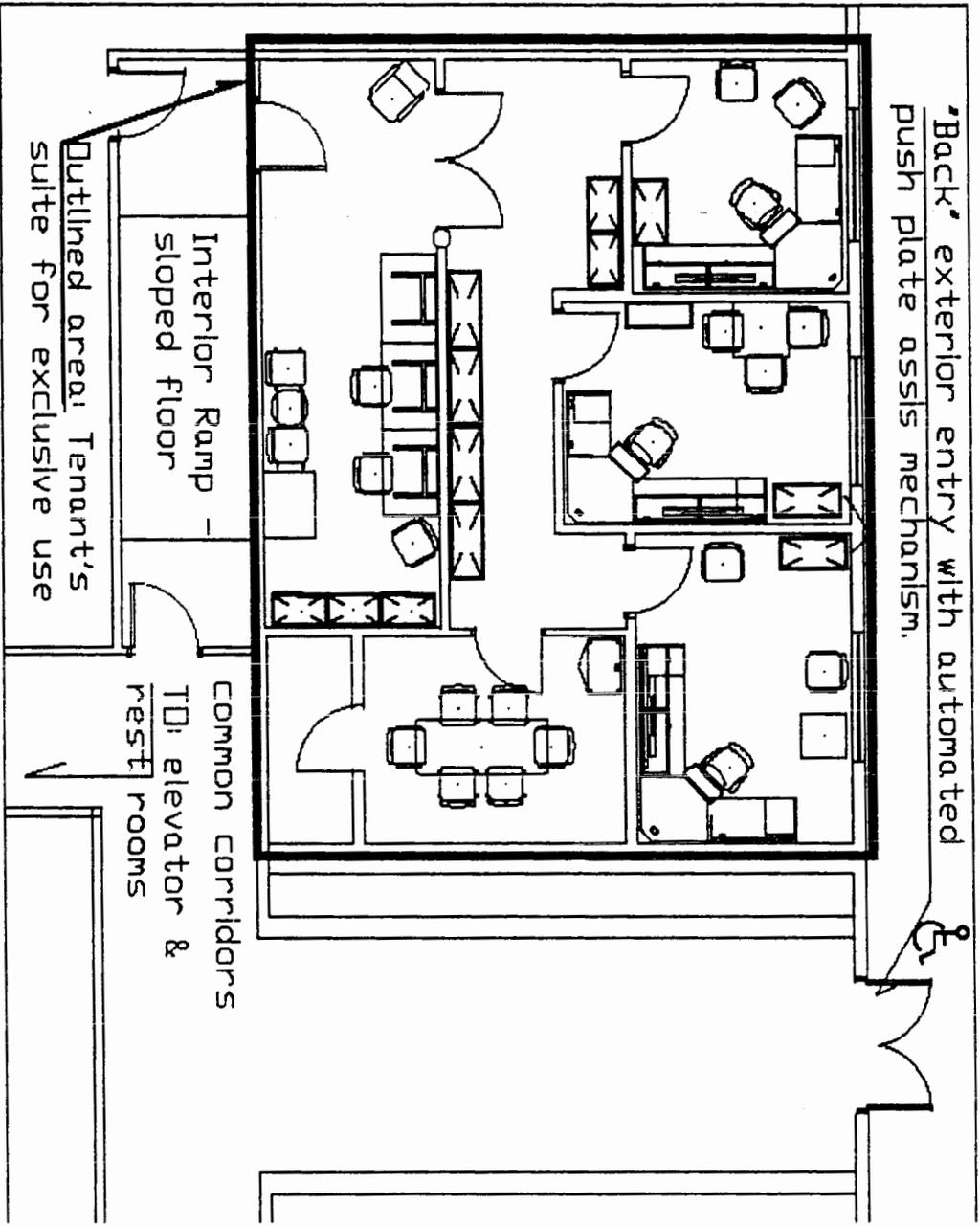


EXHIBIT A, DEMISE OF PREMISES
 85 MECHANIC STREET, SUITE 260B, LEBANDON NH
 APPRDX. 1,030 square feet

Landlord Initials: *JJ*
 Date: *9/21/2011*

**EXHIBIT B
SCHEDULE OF PAYMENTS**

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

The rent due for the Tenant's 1,030 square foot Premises during the FIVE -YEAR Term shall be in accordance with the following rental schedule:

Rental Schedule:

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	Approx. % Increase per year
1	January 1, 2012 – December 31, 2012	\$15.00	\$1,287.50	\$15,450.00	
2	January 1, 2013 – December 31, 2013	\$15.00	\$1,287.50	\$15,450.00	0%
3	January 1, 2014 – December 31, 2014	\$15.30	\$1,313.25	\$15,759.00	2%
4	January 1, 2015 – December 31, 2015	\$15.30	\$1,313.25	\$15,759.00	0%
5	January 1, 2016 – December 31, 2016	\$15.60	\$1,339.52	\$16,074.24	2%
Total for five-year term:				\$78,492.24	

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.*

There shall be NO additional (supplemental to "rent") payments due or payable under the terms of the Agreement herein.

Landlord Initials:
Date: 8/21/2014

EXHIBIT C

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

Provision of Janitorial Services shall be the shared responsibility of the Tenant and the Landlord, with duties and responsibilities assigned as follows:

1. "Exclusive Use" (office suite) area: The Tenant shall be responsible for provision of Janitorial services (at the Tenant's sole expense) to the portion of the Premises (office space shown in Exhibit A) to which they have exclusive use. The Tenant shall provide such services in a timely, consistent manner maintaining the Premises in a neat, orderly, safe and clean condition. The Tenant shall collect and bag their office rubbish and place it in an area designated by the Landlord for collection and disposal by Landlord.
2. "Common Area": The Landlord shall be responsible for provision of Janitorial services (at the Landlord's sole expense) to all common areas serving the Premises; these areas include the entrances, elevator, rest rooms, and corridors. The Landlord shall provide such services in a timely, consistent manner, the minimal schedule of services shall be as follows:
 - a. Every Tuesday and Thursday:
 - i. Clean and sanitize the rest rooms, restocking all "consumable" products such as toilet paper and soap.
 - ii. Spot vacuum all carpeted areas, providing intensive vacuuming as needed.
 - iii. Remove and dispose of Tenant's bagged office rubbish: Collect Tenant's bagged office rubbish from the designated (by Landlord) collection area.
 - b. Weekly:
 - i. Vacuum carpeted floors in the common areas
 - ii. Spot clean walls
 - iii. Dust horizontal surfaces within hand height
 - iv. Clean entrance glass thoroughly
 - c. Annually:
 - i. Clean (shampoo) carpets in the common areas
3. The Landlord shall also be responsible for the timely provision of all services specified in the agreement herein as "Maintenance".
4. The Landlord and Tenant shall share responsibility for providing recycling services in the manner specified in "Exhibit D Part IV" herein.

Landlord Initials: RF
Date: 9/24/20X

EXHIBIT D

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

Part I

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

All renovations, new construction and alterations shall be provided as described herein, and as set forth in Section "9 Alterations" which requires compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2009, ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2009, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations).

Prior to the commencement of the Term, the Landlord shall complete the following: The building entrance on the lower level which was formerly designated as the "back" and/or "staff" entry to the Premises shall be identified as the Tenant's barrier-free "accessible" entry for the Premises; the changes required to accomplish this new designation shall be provided as follows:

1. Re-Designate, by providing new ground paint and signage, the existing parking space located immediately to the right of the entrance door (as one faces said door) designating the space as "RESERVED VAN ACCESSIBLE"
 - a. Remove all conflicting existing signage from in front of this space
 - b. Provide and install a new sign with the Wheelchair symbol and "RESERVED VAN ACCESSIBLE" text.
 - i. Install the sign directly in front of this parking space with the lower edge at least 60" from the ground.
 - c. Re-stripe this space, providing a minimum 8' width with a painted wheelchair symbol inside the space
2. Provide a conforming Van Accessible Access Aisle of at least 8' wide adjacent to the "Van Accessible Parking Space" by re-striping and maintaining the existing area of yellow diagonal lines located directly in front of the entry door. Continue current prohibition of parking in this area.
3. Remove the (conflicting) existing sign adjacent to the left of the access aisle (entrance door) that reads.

Part II

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

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

Landlord Initials: *JH*
Date: *9/21/2011*

Not later than thirty (30) days after the inception of the term the Landlord (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with Env-A2204.03 upon receipt of the testing results the Landlord shall provide a statement (conforming to required language in Env-Asso4.03) which certifies said results, and thereafter sign and notarizing the statement, sending the results and notarized statement to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for review and official (final) certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" (which shall be sent to the Landlord and Tenant) or send a letter delineating the deficiencies found. In the event any deficiencies are found by Environmental Services the Landlord shall be solely responsible for providing remedy through repair and/or renovations to the premises. The Landlord shall consult with "Environmental Services" and the Tenant's testing consultant (the provider of the initial "clean air" test) to gain and follow their recommendations regarding the best means of providing air quality remedy. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs the Landlord shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to conduct re-testing of any sections of the initial "clean air" test that initially failed to conform with standards, they shall submit their testing results to Environmental Services for re-review and recommendation and/or issuance of the "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" with Clean Air Standards is issued by Environmental Services.

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

There are no improvements or renovations to be provided other than those listed in Part I above.

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

1. The Landlord shall recycle waste products for which markets are available gathered by the Tenant - or the Tenant's janitorial provider - from the Premises. The Landlord shall bill the Tenant their pro-rata share for provision of recycling services on a quarterly basis; the pro-rata share shall be $\frac{1}{4}$ the total cost upon the commencement of the term, however that share may increase up to $\frac{1}{2}$ the total cost if other occupants vacate the building to which the Premises are a part; in no instance shall the Tenant's pro-rata share exceed $\frac{1}{2}$ the total cost.
 - a. The following products shall be included in recycling: mixed paper, including boxboard, and corrugated cardboard and other containers such as plastic or glass bottles, and tin or aluminum cans. Shredded paper shall not be included; it shall be recycled under separate contract as a service provided by their document destruction vendor.
2. The Tenant and/or the Tenant's janitorial provider shall bag and remove items for recycling and deposit them in an area the Landlord shall provide and maintain for such use (which may be shared in common with others); the Landlord shall collect these products and convey them to community recycling centers.
3. Recycled products shall be collected by the Tenant in the following manner:
 - a. Approximately once (one time) per week the Tenant's janitorial service provider ("Provider") or staff members shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
 - b. The Provider shall ascertain the weight of such bags documenting the approximate average weight of full or partially full bags per commodity.
 - c. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.

Landlord Initials: *JF*

Date: *9/21/2011*

- 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:

Date:

JF
9/21/2011

**EXHIBIT E
SPECIAL PROVISIONS**

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

There are no modification or additions to the standard provisions.

Landlord Initials:

Date: 9/21/2011



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE

David Gleason, Chair
Cheryl Killam, Vice Chair
Michelle Bonsteel, Accessibility Specialist

John H. Lynch, Governor
Paul Van Blarigan, Chairman
John Richards, MSW, MBA, Executive Director

Direct Line (603) 271-4177
Email: michelle.bonsteel@nh.gov
Website: www.nh.gov/disability/abcommittee.html

57 Regional Drive
Concord, NH 03301-8518
Tele: (603) 271-2773 VM or TTY
Tele: 1 (800) 852-3405 VM or TTY
Fax: (603) 271-2837

August 29, 2011

Mary Belec, Administrator
Bureau of Planning and Management
Administrative Services
State House Annex - Room 106B
25 Capitol Street
Concord, NH 03301-6312

Dear Mary,

At the August 16, 2011 meeting of the Architectural Barrier-Free Design Committee, the Committee reviewed the existing conditions of the accessible parking spaces for the Lebanon VR office. The Committee, with input from Sharon Deangellis and Mike Connor, discussed various recommendations for resolving the accessible parking issue at the Lebanon Vocational Rehabilitation Office.

The Committee's recommendation is as follows: at the lower level entrance parking lot adjacent to the accessible entrance to the Lebanon VR office:

1. Designate, by ground paint and signage, the existing parking space located immediately to the right of the entrance door (as one faces this door) and immediately adjacent to the striped access aisle as the van-accessible parking space.
 - a.) Remove the existing sign that reserves this parking space for another tenant and install this reserved sign at any other parking space in this area.
 - b.) Post a sign that reads "RESERVED - VAN-ACCESSIBLE". This sign shall also display the wheelchair symbol.
2. Replace the existing sign that reads "Accessible Parking - Loading Zone" with one that reads "Loading Zone" (It is suggested that a time limit be placed on this parking space).

This recommendation is based upon a site survey completed by Michelle Bonsteel, Accessibility Specialist, and the consensus of the Architectural Barrier-Free Design Committee.

Sincerely,

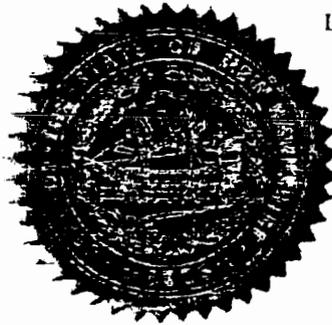
David Gleason, Chair
Architectural Barrier-Free Design Committee

cc: Michael Connor, Director, Bureau of Planning and Management
Mary Belec, Administrator, Bureau of Planning and Management
Sharon Deangellis, Business Administrator, Department of Education, Vocational Rehabilitation

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 Mascoma Rivermill Enterprises, LLC is a New Hampshire limited liability company formed on August 15, 2005. 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 25th day of May, A.D. 2011

William M. Gardner
Secretary of State

**COMPANY RESOLUTION
MASCOMA RIVERMILL ENTERPRISES, LLC**

I, Jon Jernigan, hereby certify that I am the managing member of Mascoma Rivermill Enterprises, LLC, a New Hampshire limited liability company which is an owner and the managing entity for the Rivermill Commercial Center in Lebanon, New Hampshire. I hereby certify the following is a true copy of a vote taken at a meeting of the members of Mascoma Rivermill Enterprises, LLC duly called and held on September 21, 2011, at which a quorum of the members participated.

VOTED: That Jon Jernigan is duly authorized to enter into a contract on behalf of Mascoma Rivermill Enterprises, LLC with the State of New Hampshire Department of Education, Division of Adult Learning and Rehabilitation, an agency of the State of New Hampshire, and is further authorized to execute any documents in connection with the State of New Hampshire Department of Education, Division of Adult Learning and Rehabilitation agreement for the lease of certain premises located in the Rivermill Commercial Center, 85 Mechanic Street, Lebanon, New Hampshire, identified as Unit B2-1, which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of September 21, 2011 (date of Lease). I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above occupied the position indicated and that he has full authority to bind the company to the specific act indicated.

Dated: 9/21/2011


Jon Jernigan, Manager
Duly Authorized

