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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

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

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.

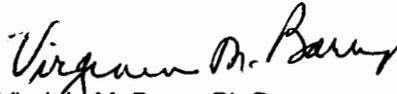
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
December 7, 2016
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The amendment extends the current monthly rent of \$1,339.52 which is approximately \$15.60 per square foot for up to six (6) months, and also provides the Tenant 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 of 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: JF

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: JS
Date: 11/30/2016

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

TENANT: State of New Hampshire Department of Education
Date: 12/7/16

By Virginia M Barus

LANDLORD: Mascoma Rivermill Enterprises, LLC

Date: NOVEMBER 30, 2016

By Jon Ternigan

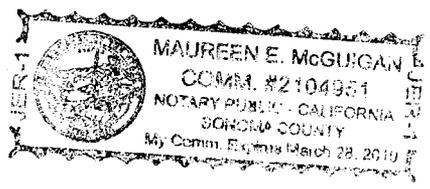
Acknowledgement: State of California County of Sonoma

On (date) 11/30/2016 before the undersigned officer, personally appeared Jon Ternigan, 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: C. Meloy, Assistant Attorney General, on 12/7/16

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

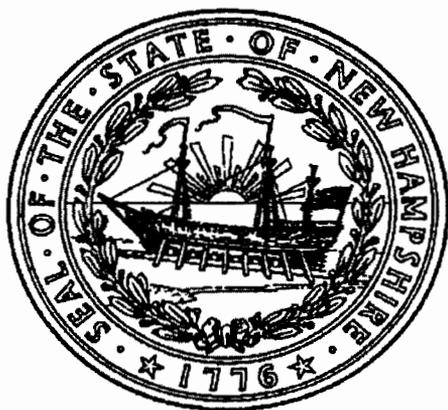
State of New Hampshire

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 cursive script, 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 129792

RQ R6274
PO 1021078



Virginia M. Barry, Ph.D.
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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.

166671

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

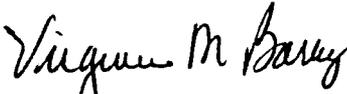
His Excellency, Governor John H. Lynch
and the Honorable Council
October 20, 2011
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feet) but following the review of the properties respectfully declined to make a proposal feeling it was too economically difficult to respond in a meaningful manner.

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

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

1. Parties to the Lease:

This indenture of Lease is made this 3rd day of Nov 2011, by the following parties:

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

Name: Mascoma Rivermill Enterprises, LLC

(individual or corporate name)

State of Incorporation: _____

(if applicable)

Business Address: 85 Mechanic Street, Suite 140

Street Address (principal place of business)

Lebanon NH 03766 (603) 448-0082

City State Zip Telephone number

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

Department Name: Department of Education, Division of Career Technology and Adult Learning

Address: 21 South Fruit Street, Suite #20

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

Concord NH 03301 (603) 271-3806

City State Zip Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 85 Mechanic Street, Suite B2-1

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

Lebanon NH 03766

City State Zip

The demise of the premises consists of: 1,030 square feet of office space

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

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

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

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

Commencing on the 1st day of January, in the year 2012, and ending on the 31st day of December, in the year 2016, unless sooner terminated in accordance with the Provisions hereof.

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Five (5) year(s) commencing on the 1st day of January, in the year 2012, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: JL
Date: 9/21/2011

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: 9/21/2011

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.

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

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

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

8.10 Interior finishes and surfaces:

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

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.

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

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

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

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

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

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

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

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

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

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

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
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.

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

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

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

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

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

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

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

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

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

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

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

20. Hazardous Substances:

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

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable 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.

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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

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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: 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 Jernigan
Signature

Print: JON JERNIGAN 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 Jernigan
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: JJ
Date: 9/21/2011

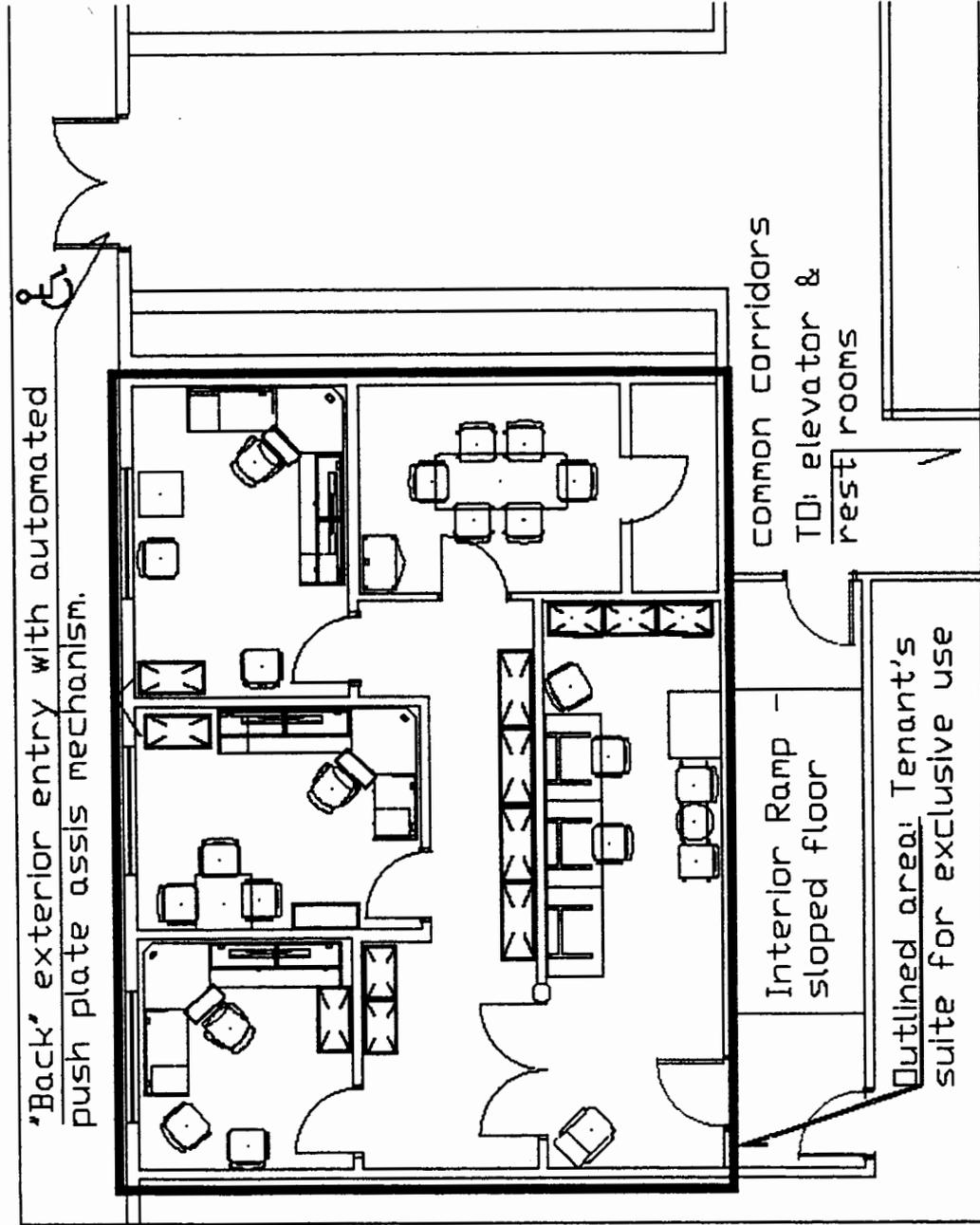


EXHIBIT A, DEMISE OF PREMISES
85 MECHANIC STREET, SUITE 260B, LEBANDON NH
APPROX. 1,030 square feet

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: _____

10/21/2011
[Signature]

**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: 8/21/2011

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.

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: *JF*

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: *JJ*

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:

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:

Handwritten: JJ
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 Deangelis 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,

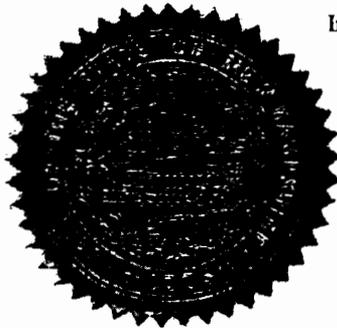
David Gleason, Chair
Architectural Barrier-Free Design Committee

cc: Michael Connor, Director, Bureau of Planning and Management
Mary Belec, Administrator, Bureau of Planning and Management
Sharon Deangelis, 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

A handwritten signature in cursive script, appearing to read "Wm 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 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

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Individual : mascoma rivermill enterprises LLC

As of 20-Oct-2011 4:14 PM EDT

Save to MyEPLS

Your search returned no results.

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Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
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Contact Information

- > For Help: Federal Service Desk

EPLS

Excluded Parties List System



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OFFICIAL GOVERNMENT USE ONLY

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- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : **mascoma Rivermill Enterprises LLC**

As of 20-Oct-2011 4:13 PM EDT

Save to MyEPLS

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Resources

- > Search Help
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STATE OF NEW HAMPSHIRE
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ARCHITECTURAL BARRIER-FREE
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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
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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 Deangelis 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 Deangelis, 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

A handwritten signature in cursive script, 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 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/5/2011

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

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

PRODUCER 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): E-MAIL: ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Mascoma Rivermill Enterprises, LLC 775 Baywood Drive, Suite 318 Petaluma CA 94954	INSURER A: Travelers Casualty & Surety Co. of America	31194	
	INSURER B: Travelers Property Casualty Company of America	25674	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2988205 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			Y6300698L550TIL11	07/01/11	07/01/12	EACH OCCURRENCE	\$ 1,000,000
	<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						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person)	\$
A	UMBRELLA LIAB			YSMCUP5288L09ATIL11	7/1/2011	7/1/2012	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						AGGREGATE	\$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			YJUB2374M10411	4/16/2011	4/16/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Location at 85 Mechanic St., Ste. 140, Lebanon, NH 03766
Evidence of coverage.

CERTIFICATE HOLDER

State of New Hampshire
 Department of Education
 Division of Adult Learning and Rehabilitation
 101 Pleasant 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






AMENDMENT

This Agreement (the "Amendment") is dated this 21st day of July, 2011, and is by and between the State of New Hampshire acting by and through the Department of Education, Division of Career Technology and Adult Learning (the "Tenant") and Mascoma Rivermill Enterprises, LLC, a New Hampshire limited liability company, as successor-in-interest to Mascoma Rivermill Properties, LLC, (the "Landlord") with a place of business at 85 Mechanic St., Suite 140, Lebanon, NH 03766.

Whereas, pursuant to a certain lease agreement (the "Agreement") for 920 square feet of space located at 85 Mechanic Street, suite # B2-1, Lebanon, NH 03766 (the "Premises") which was first entered into on May 22, 2006, and was approved by the Governor & Executive Council on June 21, 2006 item #218A, the Landlord agreed to lease the Premises for five (5) years upon the terms and conditions specified in the Agreement which commenced July 1, 2006 and will expire June 30, 2011, and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, in accordance with State requirements the Tenant solicited a competitive Request for Proposal (for office space) process and thereafter initiated renewal negotiations with the Landlord however they are unable to finalize negotiations due to delay caused by unexpected requirements from the "State of New Hampshire Architectural Barrier-Free Design Committee" (AB Committee), for the Landlord's provision of certain alterations to provide improved "barrier-free access", the exact extent and associated cost of such improvements being currently unresolved, and;

The Landlord and Tenant need up to six (6) months to resolve this matter and to obtain subsequent authorization of any proposed renewal lease, 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: The expiration date of the current Agreement, June 30, 2011 is hereby amended to no later than six (6) months thereafter, December 31, 2011.

4.1 Rent: The current annual rent, inclusive of any and all "CAM" (central area maintenance) charges shall remain unchanged at \$1,813.96 per month, which is \$21,767.52 annually (approx. \$23.66 per square foot) and \$10,883.76 for the amended six (6) month term. The first monthly installment shall be due and payable upon July 1, 2011 and shall continue to be paid on the 1st day of each month during the amended term unless sooner terminated in accordance with provisions of the originating Agreement. The total amount to be paid under the terms of this agreement shall not exceed six (6) months which is \$10,883.76.

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

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 five million (\$5,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than five million (\$5,000,000) each occurrence and not less than five million (\$5,000,000) aggregate. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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

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

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

TENANT: State of New Hampshire, acting through its: Department of Education,
Division of Career Technology and Adult Learning

By Virginia M. Barry

LANDLORD: Mascota Rivermill Enterprises, LLC

By [Signature]
Signature

Print John Jernigan, Managing Member
Name & Title

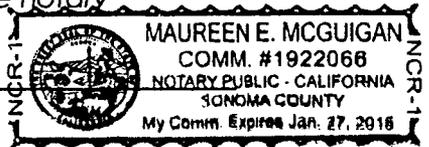
NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN
THE STATE OF: California COUNTY OF: Sonoma
UPON THIS DATE (insert full date) 05/24/2011
appeared before me Maureen E. McGuigan undersigned officer
(print full name of notary)
personally appeared (insert Landlord's signature) John Jernigan

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

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

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

Maureen E. McGuigan



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

By: [Signature], Assistant Attorney General, on 6/8/2011

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

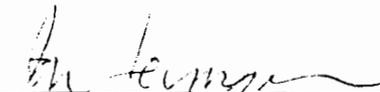
COMPANY RESOLUTION
MASCOMA RIVERMILL ENTERPRISES, LLC

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 May 19, 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 May 17, 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 occupies the position indicated and that he has full authority to bind the company to the specific act indicated.

Dated: MAY 27, 2011



Jon Jernigan, Manager
Duly Authorized

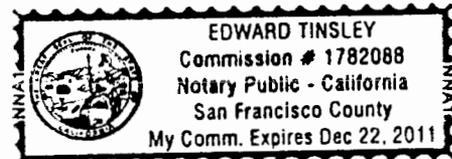
State of California
County of SAN FRANCISCO

Subscribed and sworn to (or affirmed) before me on this 27 day
of MAY, 2011 by JON JERNIGAN personally
known to me or proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.

(Seal)

Signature

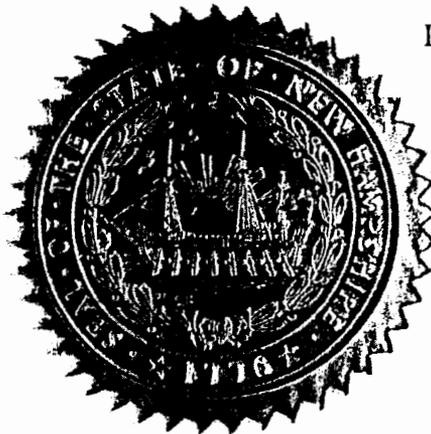




State of New Hampshire
Department of State

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

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

William M. Gardner
Secretary of State

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 5/25/2011
PRODUCER Commercial Lines ... 707-769-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039-A North McDowell Blvd. Petaluma, CA 94954-5507	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Mascoma Rivermill Enterprises, LLC 775 Baywood Drive, Suite 318 Petaluma CA 94954	INSURERS AFFORDING COVERAGE INSURER A: Travelers Casualty & Surety Co. of America INSURER B: Travelers Property Casualty Company of America INSURER C: INSURER D: INSURER E:	NAIC # 31194 25674

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <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	Y6300698L550TIL10	07/01/10	07/01/11	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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	YSMCUP5288L09ATIL10	7/1/2010	7/1/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	YJUB2374M10411	4/16/2011	4/16/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Location at 85 Mechanic St., Ste. 140, Lebanon, NH 03766
 Evidence of coverage.

CERTIFICATE HOLDER State of New Hampshire NH Department of Education Division of Adult Learning and Rehabilitation 101 Pleasant Street Concord, NH 03301	CANCELLATION Ten Day Notice for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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