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

**William L. Wrenn**  
Commissioner  
**Bob Mullen**  
Director

November 4, 2014

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

**REQUESTED ACTION**

Authorize the NH Department of Corrections to exercise a two year option to extend the current lease agreement with Riverside Properties of Nashua, Inc., (VC# 158064), by increasing the lease amount by \$140,453.28 from \$200,054.88 to \$340,508.16 for the purpose of continued provision of probation/parole district office space for the period of December 19, 2014 through December 18, 2016 effective upon Governor and Executive Council approval. 100% General Funds

Funding is available in account, *District Offices*: 02-46-46-464010-8302-022-500248 as follows with the authority to adjust encumbrances in each of the States fiscal years through the Budget Office if needed and justified. Funding for SFY 2016 & 2017 is contingent upon the availability and continued appropriation of funds.

Original Nashua DO Lease:					
Account:	Description:	SFY 12-14	SFY 15	SFY 16	SFY 17
02-46-46-464010-8302-022-500248	Rents to Non-State	166,712.40	33,342.48	-	-
Nashua DO Extension Agreement:					
Account:	Description:	SFY 12-14	SFY 15	SFY 16	SFY 17
02-46-46-464010-8302-022-500248	Rents to Non-State	-	34,509.48	70,226.64	35,717.16
Lease Amount SFY:		166,712.40	67,851.96	70,226.64	35,717.16
Total Nashua DO Lease:					\$ 340,508.16

**EXPLANATION**

The NH Department of Corrections is seeking approval to enter into a two-year lease extension commencing December 19, 2014 and ending December 18, 2016 for continued provision of Division of Field Services probation/parole district office space consisting of approximately 3,632 square feet, located at 3 Pine Street Extension, 1st Floor Suite, Nashua, NH.

Section 3.3 of the original lease, which was approved by Governor and Executive Council on December 14, 2011, Item # 48, provides the Tenant an option to extend the term for an additional two year term, subject to receipt of all required approvals. The original lease was procured competitively in accordance with all State requirements, and provided a "gross" fixed rate of \$18.36 per square foot, \$66,684.96, annually for the first three years with no escalation. The rate for the two year extension shall escalate 3.5% upon the anniversary date of each year, resulting in "year four" at a "gross" rate of \$19.00 per square foot, \$69,018.96, annually, and "year five" at a "gross" rate of \$19.67, \$71,434.32, annually. These rates include the Landlord's provision of heat, electricity, real estate taxes, insurance, snow plowing and removal, and building and site maintenance, except telecommunication and janitorial services.

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

Respectfully Submitted,

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

William L. Wrenn  
Commissioner

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

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

**DATE:** November 17, 2014

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

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

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

**LESSOR:** Riverside Properties of Nashua, Inc., 22 Kehoe Avenue, Nashua NH 03060

**DESCRIPTION:** Extension of Lease Term: Approval of the enclosed will authorize "Corrections" to exercise an option to extend an initial 3-year lease term in accordance with section 3.4 of their current Lease. The space is located in 3,632 square feet of office space located on the 1<sup>st</sup> floor of 3 Pine Street Extension, Nashua NH.

**TERM:** Two (2) years: commencing December 19, 2014, ending December 18, 2016

**OPTIONS:** There are no further options for extension of term

**RENT:** Year 4: \$69,018.96, which is \$19.00 SF, 3.5% escalation above current rate  
Year 5: \$71,434.32, which is \$19.67 SF, 3.5% escalation above current rate

**TOTAL RENT:** \$140,453.28

**JANITORIAL:** Included in annual rent

**UTILITIES:** Included in annual rent

**PUBLIC NOTICE:** Not required when exercising an option for extension

**CLEAN AIR PROVISIONS:** No provisions applicable to exercising an option for extension

**BARRIER-FREE DESIGN COMMITTEE:** No Committee review required when exercising an option for extension

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

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

Reviewed and recommended by:  
Bureau of Planning and Management

  
Mary Belec, Administrator II

Approved by:  
Department of Administrative Services

  
Michael Connor, Deputy Commissioner

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

**Advisory notice to Landlord of Tenant exercise of Lease Extension option:**

As provided by section 3.4 "extension of term" in a "State of New Hampshire" lease agreement (Agreement) for certain leasehold space (Premises) which was entered into by the parties listed below the Tenant hereby provides notice to the Landlord of their election to extend the lease term in accordance with the original terms of the Agreement.

**Tenant:** The State of New Hampshire acting by and through the:

Department of Corrections, 105 Pleasant Street, P.O. Box 1806, Concord NH 03302

**Landlord:** Riverside Properties of Nashua, Inc. 22 Kehoe Avenue, Nashua, NH 03060

**Location of Premises:** 3 Pine Street Extension, 1<sup>st</sup> Floor Suite, Nashua, NH 03060;

**Effective Dates for "Extension of Term":** shall be as set forth in the Agreement as follows:

**Commencement:** December 19, 2014 \_\_\_\_\_:

**Expiration:** December 18, 2016 \_\_\_\_\_

**Rent due for Extended Term:** shall be as set forth in the original contract which is:

Year One (12/19/2014 – 12/18/2015) \$69,018.96 annually (\$19.00 PSF) \$5,751.58 per month

Year Two (12/19/2015 – 12/18/2016) \$71,434.32 annually (\$19.67 PSF) \$5,952.86 per month

**Conditions on Commencement of Extension Term:** Notwithstanding the foregoing, it is hereby understood that the commencement of this "extension of term" is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire. In the event that said approval request is denied, then the Lease extension shall thereupon immediately terminate, and all contractual lease obligations of the parties hereto shall cease.

**CONTINUANCE OF AGREEMENT:** 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 hereto have set their hands

**TENANT:** The State of New Hampshire, acting through its' Department of Corrections

Authorized by: (provide full name and title) William Flinn Commissioner

**LANDLORD:** (full name of corporation, LLC or individual) Riverside Properties of Nashua Inc

Authorized by: (provide full name and title) S J Bonnette

Print: Stephen J Bonnette U.P.  
Name & Title

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

OF: N.H. COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) Oct 7 2014, appeared before

me (print full name of notary) DONALD J DUNN JR the undersigned officer personally

appeared (insert Landlord's signature) S J Bonnette

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

Riverside Properties of Nashua Inc 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)

DONALD J. DUNN, Jr., Justice of the Peace  
My Commission Expires July 10, 2018

**APPROVALS:**

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

Approval date: 11/14/14

Approving Attorney: W.K. Brown, Sr. ASSIST. AG

Approved by the Governor and Executive Council:

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

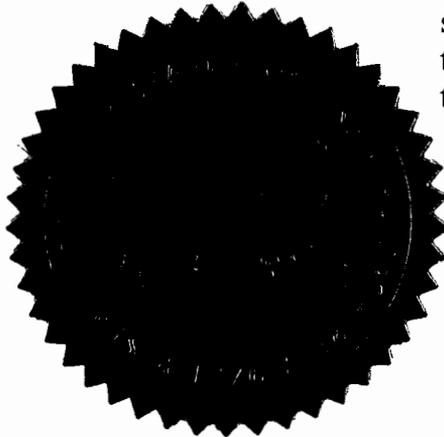
Signature of the Deputy Secretary of State: \_\_\_\_\_

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 RIVERSIDE PROPERTIES OF NASHUA INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 25, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 9<sup>th</sup> day of October, A.D. 2014



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

William M. Gardner  
Secretary of State



# State of New Hampshire 2014 ANNUAL REPORT

The following information shall be given as of January 1  
preceeding the due date Pursuant to RSA 293-A:16.22.  
**REPORT DUE BY April 1, 2014**  
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE  
WILL BE ASSESSED A LATE FEE.

Filed  
Date Filed: 03/04/2014  
Business ID: 244855  
William M. Gardner  
Secretary of State

RIVERSIDE PROPERTIES OF NASHUA INC.

22 KEHOE AVE  
NASHUA, NH 03060

**ADDRESS OF PRINCIPAL OFFICE:**

22 KEHOE AVE  
NASHUA, NH 03060

**REGISTERED AGENT AND OFFICE:**

REGA, STEVEN W, ESQ  
2E TERNBERRY SQUARE  
NASHUA, NH 03060

ENTITY TYPE:	CORPORATION
BUSINESS ID:	244855
STATE OF DOMICILE:	NEW HAMPSHIRE
LAND ACQUISITION, REAL ESTATE, DEVELOPMENT	

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

The new mailing address \_\_\_\_\_

The new principal office address \_\_\_\_\_

PO Box is acceptable.

OFFICERS		BOARD OF DIRECTORS	
NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). (MUST LIST AT LEAST ONE OFFICER BELOW)		NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). (MUST LIST AT LEAST ONE DIRECTOR BELOW)	
V-PRES.	Stephen James Bonnette	DIR.	Stephen James Bonnette
STREET	22 Kehoe Ave	STREET	22 Kehoe Ave
CITY/STATE/ZIP	Nashua Nh 03060	CITY/STATE/ZIP	Nashua Nh 03060
TREAS.	Stephen James Bonnette	NAME	.....
STREET	22 Kehoe Ave	STREET	.....
CITY/STATE/ZIP	Nashua Nh 03060	CITY/STATE/ZIP	.....
SEC'Y.	Stephen James Bonnette	NAME	.....
STREET	22 Kehoe Ave	STREET	.....
CITY/STATE/ZIP	Nashua Nh 03060	CITY/STATE/ZIP	.....
PRES.	Alvin Bonnette	NAME	.....
STREET	22 Kehoe Ave	STREET	.....
CITY/STATE/ZIP	Nashua Nh 03060	CITY/STATE/ZIP	.....

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

4 To be signed by an officer, director, or any other person authorized by the board of directors.  
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: Stephen James Bonnette

Please print name and title of signer: Stephen James Bonnette / VICE PRESIDENT

NAME TITLE

FEE DUE: \$100.00 E-MAIL ADDRESS (OPTIONAL): \_\_\_\_\_



024485520141006

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A  
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE  
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED  
MAKE CHECK PAYABLE TO SECRETARY OF STATE  
RETURN COMPLETED REPORT AND PAYMENT TO:  
New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301

Exhibit A

ACTION BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS OF  
RIVERSIDE PROPERTIES OF NASHUA, INC.

(In Lieu of Special Meeting)

The undersigned, being all of the Directors of Riverside Properties of Nashua, Inc. (the "Corporation"), a New Hampshire corporation, take the following action by unanimous consent, in lieu of a special meeting of the Directors of the Corporation, as permitted by New Hampshire RSA 292-A: 8.21 :

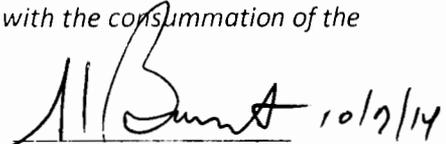
Voted: That Stephen J Bonnette, as Vice President of the Corporation (the "Authorized Officer") is hereby authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Corporation, all documents or instruments necessary or appropriate in his sole and absolute direction to effectuate the foregoing resolutions including, but not limited to, the promissory notes, mortgage deed and security agreements, ISDA Master Agreement and related documents and agreements.

Voted: That the Authorized Officer is hereby authorized and empowered in the name and on behalf of the Corporation to enter into one or more agreements with the State of N.H. in connection with lease signing for the Department of Corrections.

Voted: That any and all actions heretofore or hereafter taken by the Authorized Officer of the Corporation consistent with the terms of the foregoing resolutions be, and they hereby are, ratified and confirmed as acts and deeds of the Corporation.

Voted: That the Secretary of the Corporation be, and he hereby is, authorized and directed to certify a copy of resolutions to third parties, including the Bank and it's counsel in connection with the consummation of the agreement.

Dated: October 4, 2014

 10/7/14

Stephen J. Bonnette



Alvin R. Bonnette





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/23/2014

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 Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME:		
	PHONE (A/C, No, Ext):	(207) 829-3450	FAX (A/C, No): (207) 829-6350
INSURED  Riverside Properties of Nashua, Inc. 22 Kehoe Ave Nashua, NH 03060	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Peerless Insurance Company	24198
	INSURER B:	Liberty Mutual Insurance	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CBP8930201	10/25/2014	10/25/2015	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CBP8930201	10/25/2014	10/25/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU8930901	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  NH Department of Corrections 105 Pleasant st. Concord, NH 03301	<b>CANCELLATION</b>  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 <i>Margaret Hutchins</i>

RIVERSIDE PROPERTIES OF NASHUA INC

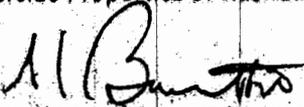
22 KEHOE AVE

NASHUA NH 03060

10/31/14

To whom it may concern,

Riverside Properties of Nashua is a real estate holding company with no employees. At this time Nashua Lumber Co performs work related to the maintenance of the DOC unit at 3 Pine St Extension for Riverside Properties of Nashua Inc.



Stephen J Bonnette VP/Controller



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**10/27/2014**

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).

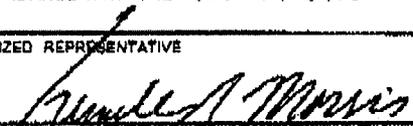
<b>PRODUCER</b> <b>The Bergeron Agency</b> <b>361 Main St</b> <b>Nashua, NH 03060</b>	<b>CONTACT NAME:</b> <b>Jodi Daigle</b>
	<b>PHONE (A/C No. Ext):</b> <b>(603) 881-7708</b> <b>FAX (A/C No.):</b> <b>(603) 889-1722</b> <b>E-MAIL:</b> <b>ADDRESS:</b>
<b>INSURED</b> <b>Nashua Lumber</b> <b>22 Kehoo Ave</b> <b>Nashua, NH 03060</b>	<b>INSURER A:</b> <b>First Comp</b>
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANYAUTO <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) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS BELOW	<b>Y/N</b>	<b>M/A</b>	<b>WC0141641-02</b> <b>New Hampshire</b>	<b>01/03/2014</b>	<b>01/03/2015</b>	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Owner Excluded 3A: NH**  
**class code 8058 @ 36k @ 5.25 per 100 and 0232 @ 94,174 @ 6.75 per 100**

<b>CERTIFICATE HOLDER</b>  <b>NH Department of Corrections</b> <b>105 Pleasant Street</b> <b>Concord, NH 03301</b>	<b>CANCELLATION</b>  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  
--	--

*Handwritten:* 595-7090



BM



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

William L. Wrenn  
 Commissioner  
 Bob Mullen  
 Director

November 16, 2011

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

Pending G & C  
 Approved DEC. 14, 2011  
 Item # # 48

**REQUESTED ACTION**

Authorize the NH Department of Corrections to enter into a renewal lease agreement in an amount not to exceed \$200,054.88 with Riverside Properties of Nashua, Inc. (VC# 158064), 22 Kehoe Avenue, Nashua, NH for the purpose of probation/parole district office space for the period of December 19, 2011 through December 18, 2014 effective upon Governor and Executive Council approval. 100% General Funds

Funding is available in account, *District Offices*: 02-46-46-464010-8302-022-500248 as follows with the authority to adjust encumbrances in each of the States fiscal years through the Budget Office if needed and justified. Funding for SFY 2014 through SFY 2015 is contingent upon the availability and continued appropriation of funds.

Nashua Probation/Parole District Office

Account:	Description:	SFY 2012	SFY 2013	SFY 2014	SFY 2015
02-46-46-464010-8302-022-500248	Rents to Non-State	33,342.48	66,684.96	66,684.96	33,342.48
Total Lease Amount:					\$200,054.88

**EXPLANATION**

The NH Department of Corrections is seeking approval to enter into a three (3) year renewal lease commencing December 19, 2011 and ending December 18, 2014 for the provision of probation/parole office space located at 3 Pine Street Extension, 1st floor, Nashua, NH for the Division of Field Services. The location is approximately 3,632 square feet, in the amount of \$200,054.88, with the lease payable at a "gross" rate of \$18.36 per square foot, \$66,684.96 annually for each year with no escalation. The rate includes the Landlord's provision of heat, electricity, real estate taxes, insurance, snow plowing and removal, and building and site maintenance.

As required by Administrative Rule Adm. 610.06 "Public Notice," the NH Department of Corrections conducted a space search soliciting "letters of interest" for a leased space in the Nashua, NH area for a

term of up to five (5) years through publication of a "Request for Proposal" in the Nashua Telegraph on April 22, 2011 and April 29, 2011, concurrently the Department of Administrative Services "Bureau of Planning and Management" also posted the RFP on their website in order to broaden exposure. In order to further pursue the matter, State personnel canvassed the area looking for viable vacant space and contacted no fewer than eight (8) landlords making them aware of the RFP process and their need for space, however none of the parties contacted were interested in providing a proposal.

The space search produced only one proposal, the incumbent landlord, Riverside Properties of Nashua, Inc. of 3 Pine Street Extension, 1st floor Nashua, NH, offering a renewal of the current 3,632 square foot office space with an escalation of the current rate of \$18.36 by 3.5% and an additional 3.5% annual escalation thereafter. Through subsequent negotiations, the initial Riverside Properties of Nashua, Inc. proposal was reduced to a "flat" (fixed) renewal at the current \$18.36 rate for the three year term. The lease includes an option for the Tenant to extend the term (subject to separate-future Governor and Executive Council approval) for an additional two (2) years with a 3.5% escalation.

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

Respectfully Submitted,

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

William L. Wrenn  
Commissioner

# POLICE LOG

## NASHUA POLICE DEPARTMENT

MARCH 11

### ARRESTS/SUMMONSES

Adam Jacob Sundstrom, 20, 83 Palm St., No. 3, Nashua, electronic bench warrant - non-appearance in court.

Samantha K. Hall, 18, 44 Walker St., No. 1, Lowell, Mass., electronic bench warrant - failure to appear at arraignment.

Stephanie Dumas, 20, 10 Lake St., Nashua, forgery.

Melissa Regina Henshaw, 46, 15 Wood Lane, Hollis, theft by deception, theft from a building.

Kernani Stephan Lacey, 19, 507 Broad St., Nashua, driving after suspension (second offense).

Matthew R. Sobecky, 31, 287 Route 13, Brookline, phone harassment.

Rebecca Pauquette, 32, 12 Nelson St., No. 6, Dover, theft by unauthorized taking or transfer, operating without a valid license.

MARCH 12

### ARRESTS/SUMMONSES

Jeffrey David Noel, 21, 8 Iroquois Road, Nashua, disorderly conduct.

Jesús Dejesus Jr., 24, 74 Blossom St., No. 2B, Lowell, Mass., disorderly conduct, simple assault on police officer, resisting arrest.

Bryan Pelletier, 21, 39 Webster St., Nashua, driving while intoxicated, driving while intoxicated excess alcohol concentration.

Elsabeth N. Harty, 28, 37B Caldwell Road, Nashua, suspended registration (operating misdemeanor), driver's license prohibitions, driving after suspension.

Kellie Campbell, 24, 6 Dumaine Ave., Nashua,

electronic bench warrant - failure to appear at arraignment.

Christopher Michael Hayes, 28, 23 Temple St., No. 121, Nashua, criminal trespass.

Joshua R. Croteau, 25, 8B Webster St., Nashua, capias warrant.

Chrysa Alica, 26, 8B Green St., Nashua, suspended registration (operating misdemeanor), driving after revocation or suspension.

Joseph Blumenthal, 23, 86 Blueberry Hill Road, Deering, driving after revocation or suspension, disobeying an officer.

Britney McCarthy, 25, 4 Taylor Road, Chelmsford, Mass., endangering welfare of child.

Merardo Emilio Chala Pena, 38, 52 McLane St., Dorchester, Mass., disobeying an officer, unsworn falsification.

Armanda Jean Williams, 26, 113 Fulton St., No. 9, Lowell, Mass., out of town warrant.

Michael Scott Singer, 44, 73 Main St., No. 1, Raymond, violation of protective order - sexually harassment - domestic violence, criminal threatening - domestic violence.

Robert Ngari, 26, 10 Kinsley St., No. 7, Nashua, resisting detention, resisting arrest.

MARCH 13

### ARRESTS/SUMMONSES

Michael Fiedorowicz, 37, 1 Clocktower Place, No. 116, Nashua, driving while intoxicated, aggravated driving while intoxicated.

Jonathan R. Pratt, 30, 16 Kessler Farm Drive, No. 482, Nashua, driving after revocation or suspension, suspended registration (operating misdemeanor),

driver's license prohibitions.

David Shaw, 23, 14 Sweet William Circle, Nashua, simple assault - domestic violence.

Jennifer Tait, 33, 233 W. Manchester St., Lowell, Mass., driving while intoxicated.

Steven B. Potter, 21, 39 Ridge Road, Hudson, burglary.

Aaron M. Messie, 27, 110 Palm St., No. 3, Nashua, disobeying an officer.

Ronald Durant, 40, 3 Bridge St., No. 4, Nashua, capias warrant.

Shawn P. Ganley, 30, 63 Chestnut St., No. 2, Nashua, receiving stolen property.

Meredith Page, 32, 204 Naticook Road, Merrimack, simple assault.

Keven M. Elliott, 19, 5 Friar Tuck Lane, Nashua, stalking - domestic violence.

Susan Adie, 44, 202 Barterus Trail, Nashua, out of town warrant.

Jason Vreeland, 38, 21 Stanstead Place, Nashua, criminal mischief - domestic violence.

MARCH 14

### ARRESTS/SUMMONSES

Raul Armando Cabrera Flores, 20, 20E Arlington St., Nashua, operating without a valid license.

Martin Pater, 33, 1 Health St., Pelham, conduct after an accident.

Nicole Bergeron, 31, 190 Ledge St., No. 106, Nashua, stalking.

William Vazquez Jr., 21, 244 Spruce St., Manchester, electronic bench warrant - non-appearance in court, resisting detention, simple assault - domestic violence.

Sarah Nichole Bugg, 26, 7 Burrill St., Nashua, driving after revocation or suspension (second offense), suspended registration (operating misdemeanor).

Edward Morrison Shields Jr., 29, 11 Old Brookline Road, No. 17, Milford, driving after revocation or suspension, driving without giving proof.

Jennifer Irene Lally, 23, 190 Ledge St., No. 30L, Nashua, simple assault - domestic violence.

Donna Quincy, 44, 76 Deerwood Drive, Nashua, electronic bench warrant - non-appearance in court.

Kevin Yates, 26, 6 Strawberry Bank Road, No. 9, Nashua, electronic bench warrant - non-appearance in court.

Maurice Dejesus, 23, 5 Stevens Ave., No. 2B, Nashua, conduct after an accident.

Lindsay Parker, 37, 205 Reed Road, Marlow, theft by unauthorized taking or transfer.

MARCH 15

### ARREST/SUMMONS

Ariel Colon, 39, 400 Lowell St., No. 2, Lawrence, Mass., stalking - domestic violence.

### MILFORD POLICE DEPARTMENT

MARCH 21

### ARRESTS/SUMMONSES

Brandon Lee Corriveau,

25, 16 Summer St., No. 3, Milford, endangering welfare of child/incompetent.

Tehg Van Traxler, 46, 66 Boxwood Circle, Milford, violation and contempt of protective order, driving while intoxicated (second offense), open container.

MARCH 22

### ARRESTS/SUMMONSES

Tehg Van Traxler, 46, 66 Boxwood Circle, Milford, contempt for default or breach of bail conditions, violation and contempt of protective order.

Justin M. Wardell, 20, 94 Dale St., No. 2, Wilton, warrant - conspiracy to commit.

Jamie A. Rodriguez, 24, 94 Dale St., Wilton, warrant - conspiracy to commit.

New Hampshire Department of Corre...

Advertiser:

1171408

Ad Number:

N/A

Agency:

N/A

Insertion Number:

Section-Page-Zone(s): A-9-A11

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The Telegraph

Friday, April 22, 2011

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603.594.6550 • [masavole@nashuatelegraph.com](mailto:masavole@nashuatelegraph.com)

Public Notice Website:  
[www.NHPublicNotices.com](http://www.NHPublicNotices.com)

### LEGAL PUBLIC AUCTION

on May 2, 2011 at D&R Towing, Inc., 49 Canal St., Nashua, NH 03064 at 10:00am for the following vehicle(s):  
2001 Mercury Villager VIN#4M2ZV11T5D106455

### NOTICE OF BALLOON TEST

Notice is hereby given that on Saturday, May 7, 2011, weather permitting, Florida Tower Partners ("FTP") will conduct balloon tests on land located at Howe Lane, Hollis, NH 03043. FTP is proposing to install a 107' monopole tower as part of a wireless telecommunication facility on the subject property. The balloon test is being conducted as part of the application filed by FTP for a conditional permit and site plan approval from the Town of Hollis Planning Board.

The balloon test will be held from 8:00 a.m. to 1:00 p.m. and will consist of floating one or two helium balloons at the height of 103 feet on the subject property at the location(s) of the proposed facility. The site is located east of 25 Howe Lane.

In case of bad weather the test will be conducted on Saturday, May 14, 2011, from 8:00 a.m. to 1:00 p.m., at the same location.

### PUBLIC NOTICE

Wanted to rent in Nashua New Hampshire for a term of up to five (5) years commencing December 18, 2011, approx. 3,600 square feet of space for use by the State of NH Department of Corrections Division of Field Services to provide a regional Probation and Parole reporting office. The space offered must be renovated to meet the Tenant's program specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications please contact Mary Bolez, Administrator II, Bureau of Planning & Management, 25 Capital Street Rm. 109, Concord, NH 03301, or phone: (603) 271-0900. Alternatively these specifications may be obtained on the State's WEB site at: <http://admin.state.nh.us/bpm/index2.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, May 20, 2011. The State of NH reserves the right to accept or reject any or all proposals.

### NASHUA HOUSING AUTHORITY DRAFT AGENCY PLAN 2011

The Nashua Housing Authority is completing its draft Agency Plan in compliance with the Quality Housing and Work Responsibility Act of 1998. Interested parties who would like to review the draft Plan at the Housing Authority's office may call Cheryl Holmes at 603-883-5661, ext. 324 to set up an appointment. The Authority's hours are 8:30 a.m. to 4:30 p.m., Monday through Friday. A Public Hearing will be held on June 7, 2011 at 10:00 AM. Open to 5 p.m. Everyone is invited.

Equal Opportunity Employer

Eric Wilson, Chairperson

Autoridad de Vivienda  
"Nashua Housing Authority"  
Proyecto Preliminar 2011

La Autoridad de Vivienda de Nashua está completando su proyecto de Agencia Plan y Plan Operacional de acuerdo con la Calidad de Vivienda y Trabajo de la Ley de Responsabilidad de 1998. Las personas interesadas en revisar el plan en nuestra oficina, pueden llamar a Cheryl Holmes al 603-883-5661 ext. 324 para hacer una cita. Las horas de oficina son 8:30 a.m. a 4:30 p.m. de lunes a viernes.

Se convocará una audiencia pública el 7 de junio del 2011, a las 5 p.m. en el Salón Comunitario localizado en 100 Major Drive. Todos están invitados. Empresario No Discriminatorio

Eric Wilson, Presidente

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REAL ESTATE TRANSACTIONS

Table with columns: Property Address, Seller, Buyer, Date, Amount. Lists various real estate transactions including property addresses, seller/buyer names, and transaction details.

Chrysler Working on refinancing

CONTINUED FROM PAGE 8

Chrysler has been working to refinance the government loans for months because they cost the company \$1.2 billion in interest last year. Credit Suisse auto analyst Erich Hauser estimates that Chrysler could save about \$270 million annually after it completes the refinancing. Hauser also said Chrysler's timing is good, even though the automaker hasn't reported a profitable quarter since it has emerged from bankruptcy. They are trying to use what I think is a beneficial market while it is still there," Hauser said. "They are clearly trying to get the deal done as soon as they can." But even after Chrysler completes the refinancing of its government loans, it is still important for the company to obtain a loan from the U.S. Department of Energy under a program designed to help automakers fund investments in fuel efficient technology, Marchione said. "It needs to get done to make us competitive," Marchione said. Ford, Nissan, Tesla and Fisher have received loans through the Department of Energy program, but Chrysler's application for more than \$6 billion is still pending. Chrysler has made significant progress since 2009 when it was forced to file for Chapter 11 bankruptcy. While the company still hasn't reported a quarterly profit it has been able to cut costs, reduce its losses and introduce 16 new or refreshed cars and trucks. Chrysler reported a \$652 million net loss in 2010, but it expects to be profitable this year. From January through March, Chrysler's U.S. sales increased 22.5 percent, slightly more than the industry's 20.5 percent.

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Public Notices 'How You Know' To Place a Notice, contact Monique Savole 603.594.6550. masavole@nashuatelegraph.com

PUBLIC NOTICE Wanted to rent in Nashua New Hampshire for a term of up to five (5) years commencing December 18, 2011, approx. 3,600 square feet of space for use by the State of NH Department of Corrections Division of Field Services to provide a regional Probation and Parole reporting office. The space offered must be renovated to meet the Tenant's program specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications, please contact Mary Belz, Administrator II, Bureau of Planning & Management, 25 Capitol Street, Room 109, Concord, NH 03301, or phone: (603) 271-0090. Alternatively these specifications may be obtained on the State's Web site at: http://admin.state.nh.us/bpm/index2.asp. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, May 20, 2011. The State of NH reserves the right to accept or reject any or all proposals.

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The Telegraph Friday, April 29, 2011

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				Previous Balance			\$0.00	\$0.00
04/22/11	1171408	Michael McAlister	TT	PN - Requests	6.00	2x3	\$180.00	\$180.00
04/29/11	1171408	Michael McAlister	TT	PN - Requests	6.00	2x3	\$126.00	\$306.00
<p>83020000 500247</p>								
<p>RECEIVED MAY 10 2011 DOC - FISCAL</p>								
<p>RECEIVED MAY 27 2011 DOC - FISCAL</p>								
<p>RECEIVED MAY 06 2011 INVOICE DATE DOC - FISCAL</p>								
							<b>\$306.00</b>	

1204575  
04600-UB-851556

Contract Name	Start Date	End Date	Type	Assessment	Target Quantity
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Please Detach and Return with Your Remittance

Amount Due	Current	Over:30:Days	Over:60:Days	Over:90:Days	Over:120:Days	Unapplied:\$
\$ 306.00	\$ 306.00					

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Amount Remitted  
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NH DEPT OF CORRECTIONS  
PO BOX 1806  
CONCORD NH 03302

Credit Card #	
Expiration Date	
Signature	





**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*) one (1) Additional term(s) of Two (2) year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

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

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

**4. Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (*insert month, date and year*) December 19, 2011

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

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

Landlord Initials: JML  
Date: 10/19/11

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

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

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

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

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

**OR:**

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

Exceptions: The Tenant shall be solely responsible for provision of telecommunications and data services, making  
Direct payment to the providers of the services.

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

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

Landlord Initials: pmB  
Date: 10/14/11

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

**7. Use of Premises:**

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.10 Interior finishes and surfaces:**

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

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

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

**OR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at 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, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

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

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

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

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

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

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

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

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

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

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

20. **Hazardous Substances:**

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

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

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

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

20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

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

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

Landlord Initials: *PM*  
Date: *10/11/14*

- 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: Peter Bonnette  
 Title: President, Mackay Group  
 Address: 22 Keho Avenue, Nashua, NH 03060 Phone: (603) 882-2991 x1005  
 Email Address: peter@pmmackaygoup.com

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

**TENANT'S CONTACT PERSON:**

Name: Mike Mcalister  
 Title: Director, Division of Field Services  
 Address: 105 Pleasant Street, Concord NH 03301 Phone: (603) 271-5652  
 Email Address: mmcalister@nhdoc.state.nh.us

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

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

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

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

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

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

Landlord Initials: TMB  
 Date: 10/14/11

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

**26. Personnel:**

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

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

**28. Miscellaneous:**

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

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

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

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

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

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

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

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

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

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

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

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

State of New Hampshire Department of Corrections

Authorized by: (full name and title) ~~Peter M. Bonnette~~ ~~President~~ ~~WLU~~  
William L. Wrenn Commissioner William L. Wrenn

**LANDLORD:** (full name of corporation, LLC or individual) Riverside Properties of Nashua, Inc.

Authorized by: (full name and title) P m B P m B

Signature

Print: Peter M. Bonnette, President  
Name & Title

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

OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) October 14th, 2011, appeared before

me (print full name of notary) KATHLEEN A. ALBEE the undersigned officer personally

appeared (insert Landlord's signature) P m B

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

RIVERSIDE PROPERTIES and that as such

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

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

Kathleen A. Albee  
03/2013  
Justice of the Peace

**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: 11/23/11

Approving Attorney: M. K. Brown

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

Approval date: DEC 14 2011

Signature of the Deputy Secretary of State: [Signature]

Landlord Initials: P m B  
Date: 10/14/11

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

**EXHIBIT A  
DEMISE OF TENANT PREMISES**

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

The Tenant's demised premises are located in a 1<sup>st</sup> floor suite of space configured as shown in the attached schematic plan titled "Exhibit A, Demise of Tenant Premises". In addition to the demised premises the Tenant shall have the right to use the common area public entrance, vestibule, and hallway serving the building to which the Premises are a part.

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

At no additional charge to the Tenant, the Landlord shall provide the following parking accommodations:

1. Provide two (2) parking spaces reserved for the Tenant's exclusive use for parking State vehicles. The spaces shall be located in close proximity - within six parking spaces of - the Tenant's "staff entry". Use of these spaces shall be allowed at all hours all (including weekends) days, the Landlord shall provide and install directly in front of each space signs reading: RESERVED, NO PARKING.
2. Provide at least fourteen (14) parking spaces - which may be shared in common with others - for use by the tenant's staff and clients. The spaces shall be located in the paved parking lot areas serving the building to which the Premises are a part, within 800 feet of the staff entry.

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**Exhibit A-Floor Plan**

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Redacted

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Date: 10/17/11

**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.*

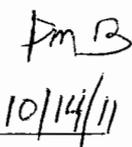
The rent due for the Tenant's 3,632 square foot Premises during the rental Term shall be in accordance with the following schedule of rent:

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

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	approx. % increase from prior year
1	December 19, 2011 – December 18, 2012	\$18.36	\$5,557.08	\$66,684.96	0%
2	December 19, 2012 – December 18, 2013	\$18.36	\$5,557.08	\$66,684.96	0%
3	December 19, 2013 – December 18, 2014	\$18.36	\$5,557.08	\$66,684.96	0%
<b>Total for initial three - year term:</b>				<b>\$200,054.88</b>	
<b>Rental Schedule for optional two (2) year extended term</b> (note: inception of extended term subject to conformance with sections 3.4 and 3.5 herein)					
4	December 19, 2014 – December 18, 2015	\$19.00	\$5,751.58	\$69,018.96	3.5%
5	December 19, 2015 – December 18, 2016	\$19.67	\$5,952.86	\$71,434.32	3.5%
<b>Total for two-year extended term:</b>				<b>\$140,453.28</b>	

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

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

  
 Landlord Initials: \_\_\_\_\_  
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**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.*

1. The Tenant shall be solely responsible for the provision of janitorial services in all "exclusive use" areas of their office suite.
2. The Landlord shall be solely responsible for the provision of janitorial services to the common areas of the Premises; these areas are the front/public entrance vestibule and the front/public entrance landing.
3. Maintenance: In addition to the foregoing the Landlord shall provide conformance with all provisions of Section 8 "Maintenance and Repair by the Landlord" as set forth in section 8.1 through 8.12 of the agreement herein.

## 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.*

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

1. For the purpose of providing improved architecturally barrier-free accessibility, no later than thirty (30) days after the inception of the Term the LANDLORD shall complete provision of the following INTERIOR ALTERATIONS as specified below:
  - a. Rest Rooms: in the two (2) existing wheelchair accessible rest rooms:
    - i. The existing wall mounted mirrors above the sinks shall be lowered, providing the bottom edge of the reflective surface at no higher than 40" above the floor (per ANSI 603.3)
    - ii. The existing toilet tank flush levers are located on the wrong (adjacent to wall) side (reference ADAAG 4.16.5 and ANSI 604.6), of the toilets; correct this deficiently by providing either replacement tanks or replacement (entire) fixtures which have (custom order) flush levers on the correct "open side" (not wall side) of the fixture. Automated flush toilets may be provided as an alternative to the above.
    - iii. Insulate the pipes beneath the sinks (per ANSI 606.6)
2. For the purpose of providing improved architecturally barrier-free accessibility no later than June 30th 2012 the LANDLORD shall complete provision of the following EXTERIOR ALTERATIONS, the alterations shall be as described below and as illustrated in attached "Exhibit D Part I Site Sketch"
  - a. Existing exterior Ramp to Public Entry: The existing intersection between the upper edge of the sloped ramp and the adjoining level doorway landing has deflected causing a "change in level" greater than 1/4"; correct this by providing a conforming beveled edge meeting the requirements of ANSI 303.3.
  - b. Parking Lot: Provide a "VAN ACCESSIBLE" parking space conforming to the following requirements:
    - i. The VAN ACCESSIBLE parking space must be a minimum of 8' wide by 20' long (per requirements of ANSI 502.2 and ADAAG 4.6.3) with a grade of no more than 2% in all directions.
      1. Designate the space with a sign featuring the "wheelchair symbol" with the text of "RESERVED VAN ACCESSIBLE" below.
      2. Install the sign directly in front of the space with the lower edge at least 60" above the parking lot per requirements of ANSI

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ADAAG 4.6.4 and NH RSA 265

- ii. Access Aisle: Provide an access aisle of minimum 8' width by 20' long with a grade of no more than 2% in all directions located directly adjacent to the right (passenger) side of the "Van Accessible" parking space. Paint (in-fill) the asphalt of the 8' wide access aisle space with yellow diagonal lines conforming to requirements of ANSI 502.3.1 and ADAAG 4.1.2(5)
    1. Provide a "NO PARKING" sign for the access aisle.
    2. install the "No Parking" sign directly in front of the space with the lower edge at least 60" above the parking lot per requirements of ANSI 502.7, ADAAG 4.6.4 and NH RSA 265
  - c. Provide a pedestrian "Path of Travel" leading from the "van accessible" access aisle to the lower edge of the public entry access ramp. The "path of travel" shall be a "crosswalk" of at least 3' wide in-filled with yellow diagonal lines conforming to the requirements of ANSI 403.5
  - d. Repair any chipped, cracked or uneven surfaces within the accessible parking area, path of travel and/or public entry per requirements of ANSI 302 and ADAAG 4.5.
3. For the purpose of providing improved barrier-free access, no later than thirty (30) days after the inception of the Term the TENANT shall complete provision of the following INTERIOR ALTERATIONS as specified below:
- a. Provide and maintain conforming wheelchair accessibility clearances (60" clear radius for wheelchair turning) at all interior "path of travel" areas.
  - b. Interior signs: Provide raised character/tactile and Braille text signs for each rest room with designation of each room in accordance with the AB Committee's attached "Letter of Recommendation". Each signs to be installed with the top edge of the sign at 60" high on the wall adjacent to the latch side of each door. (per requirements os ANSI A117.1, Section 703.1, 703.2, 703.3, 703.4 and others)

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

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

Not later than thirty (30) days after the inception of the term the Tenant (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. The Landlord shall fully cooperate to facilitate this testing, providing the testing consultants with timely access to the building and to the heating and ventilation mechanical systems. In accordance with Env-A2204.03 upon receipt of the testing results the Tenant

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shall send them to the Landlord (the "owner" or "operator" of the space) who shall provide a statement (conforming to required language in Env-Asso4.03) certifying them, sign and notarizing the statement, and then send the results and notarized statement to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for review and official (final) certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" (which shall be sent to the Landlord and Tenant) or send a letter delineating the deficiencies found. In the event any deficiencies are found by Environmental Services the Landlord shall be solely responsible for providing remedy through repair and/or renovations to the premises. The Landlord shall consult with "Environmental Services" and the Tenant's testing consultant (the provider of the initial "clean air" test) to gain and follow their recommendations regarding the best means of providing air quality remedy. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs the Landlord shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to conduct re-testing of any sections of the initial "clean air" test that initially failed to conform with standards, they shall submit their testing results to Environmental Services for re-review and recommendation and/or issuance of the "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" with Clean Air Standards is issued by Environmental Services.

**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.

No later than thirty (30) days after the inception of the term, the Landlord shall complete the following repairs:

- Existing staff entry/exit door: remove damaged weather strip seal and replace with new, providing tight breeze resistant seal.
- Carpet: Repair worn seams
- Interior walls: patch and provide touch up paint in areas of wear.

**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 cooperate with the Tenant's efforts to recycle waste products for which markets are available; the recyclable products will be gathered by the Tenant – or the Tenant's janitorial provider - from the Premises.
2. The Tenant and/or the Tenant's janitorial provider shall bag and remove items for recycling, conveying and depositing them in a community recycling center.
3. Recycled products shall be collected by the Tenant in the following manner:
  - a. Approximately once (one time) per week the Tenant's janitorial service provider ("Provider") or staff members shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
  - b. The Provider shall ascertain the weight of such bags documenting the approximate average weight of full or partially full bags per commodity.
  - c. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
  - d. At the end of each month the Provider shall tally the number of bags (detailed

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by full or partial, (all) 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: PMB  
Date: 10/14/11

**LOT 11L  
#6 MILL SOUTH  
RIVERSIDE PROPERTIES**

**Tenant:  
Department of Corrections  
1st Floor Suite (3,632 sf)**

Redacted



**EXHIBIT D PART 1: REQUIRED RENOVATIONS FOR  
EXISTING "DOC" PARKING LOT AND PUBLIC ENTRANCE**

Landlord Initials: PMB

Date: 10/14/11

**EXHIBIT E  
SPECIAL PROVISIONS**

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

**Modification of Standard Provisions:**

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

**Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate, with coverage of Excess/Umbrella Liability of not less than two million (\$2,000,000). 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.

Landlord Initials: AMB  
Date: 10/14/11



# CERTIFICATE OF LIABILITY INSURANCE

RIVEPRO-01

MGARDNER

DATE (MM/DD/YYYY)

11/9/2011

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).

<b>PRODUCER</b> Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (207) 829-3450	FAX (A/C, No.): (207) 829-6350	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Riverside Properties of Nashua, Inc. 22 Kehoe Ave Nashua, NH 03060	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Union Ins Co</b>		
	<b>INSURER B : Acadia Insurance Company</b>		<b>31325</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPA0316674-11	10/25/2011	10/25/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			CPA0316674-11	10/25/2011	10/25/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NONOWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED		RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH/ACCIDENT \$
							E.L. DISEASE - EA/EMPLOYEE \$
							E.L. DISEASE - POLICY/LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)  
 Additional insured status is provided on the policy above as indicated in the column shown above as required by written contract as it pertains to them as tenants of 3 Pine Street Extension, Augusta, ME

**CERTIFICATE HOLDER****CANCELLATION**

State of NH - Dept of Administrative Services  
 c/o Dept of Corrections  
 Bureau of Planning & Mgt. 105 Pleasant St  
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

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November 9, 2011

State of N.H.  
Bureau of Planning & Management  
Dept. of Administrative Services  
Attn: Ms. Mary Belec, Administrator  
State House Annex – Room 106B  
25 Capitol St.  
Concord, N.H. 03301-6312

To Whom It May Concern:

Riverside Properties of Nashua, Inc. is a real estate holding company with no employees. P.M. MacKay Group performs all work related to maintenance for Riverside Properties of Nashua, Inc. A copy of their policy is enclosed with their letter.

Very truly yours,  
Riverside Properties of Nashua, Inc.



Peter M. Bonnette  
President

PMB:cjm  
Phone: 271-0090 Fax: 271-2700

Subscribed and signed before me on this 9<sup>th</sup> day of November 2011 year.

Kathleen A. Alba  
Notary/Justice of Peace – Hillsborough County, State of N.H.

03/2016



## DESCRIPTIONS (Continued from Page 1)

RE: For periodic maintenance on the NH Department of Corrections building. The NH Department of Corrections, 105 Pleasant St., Concord NH 03302 is named as an Additional Insured with respect to the General Liability.



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: [miclhelle.bonsteel@nh.gov](mailto:miclhelle.bonsteel@nh.gov)  
Website: [www.nh.gov/disability/abcommittee.html](http://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 16<sup>th</sup>, 2011

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

Requested Action

**RECOMMENDATION REGARDING LEASE APPROVAL**

**Lessee:** Department of Corrections; Nashua Office  
**Location:** Spring Street Extension  
**Lessor:** Riverside Properties, 22 Kehoe Avenue, Nashua, NH  
**Term:** December 19, 2011 to December 18, 2014

The Architectural Barrier Free-Design Committee respectfully recommends that the subject Lease Renewal of approximately 3,632 square feet of space be **approved, with the following conditions:**

No later than thirty (30) days after the commencement of the Term, the Landlord shall provide the following improvements and renovations to the Premises. Any and all renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (AB Code) (IBC/2006 and ICC/ANSI A117.1/2003 [ANSI citations]), the State Building Code (IBC/2009 as amended, ICC/ANSI A117.1/2003 and NFPA 101 v.2003 for means of egress), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.

**A. Accessible Parking**

1. Provide one (1) van-accessible parking space in compliance with the AB Code, IBC 1106, as amended, and ANSI A117.1, 502.5, as amended:
  - a. The parking space shall be a minimum of eight (8) feet in width.
    - i. The grade of the parking space shall be no more than 2% in all directions.
    - ii. Designate the van-accessible parking space with a sign displaying the International Symbol of Accessibility (the wheelchair symbol) and with text that reads, "VAN – ACCESSIBLE." The sign shall be installed in compliance with the AB Code and ANSI 502.7.

- b. Provide an adjacent Access Aisle, located on the passenger side of the parking space, in compliance with the AB Code:
  - i. The Access Aisle shall be at least 8 feet in width.
  - ii. The grade of the Access Aisle shall be no more than 2% in all directions.
  - iii. At the building end of the Access Aisle, post a sign that reads "NO PARKING", in compliance with the AB Code and ANSI 502.7.
  - iv. Designate the access aisle by diagonal stripes on the ground.
  - v. Delineate the path of travel from the Access Aisle to the ramp by ground paint, similar to that of a crosswalk.

#### **B. Exterior Accessible Route**

2. Provide and designate an accessible path of travel from the Access Aisle to the ramp that is a minimum of 36 inches wide, at a grade of no more than 5%, in compliance with ANSI A117.1 502.4.1.
3. Near the top of the ramp there is a change in level between the ramp and the ramp landing that exceeds the maximum allowable height of ¼-inch. Modify/repair the ramp to provide an accessible path of travel from the parking lot to the entrance door, in compliance with ANSI 303.
  - a. The ramp shall be in compliance with ANSI 405.

#### **C. Toilet Rooms**

4. Designate the men's staff toilet room as a unisex accessible staff toilet room with appropriate signage in compliance with ANSI 703.
  - a. Insulate the pipes beneath sink in compliance with ANSI 606.6.
  - b. Modify the water closet to provide the flush control on the open side of the room, in compliance with ANSI 604.6
5. Designate the women's staff toilet room as a unisex staff toilet room, with appropriate signage, in compliance with ANSI 703.
6. For the public-use unisex accessible toilet room:
  - a. Relocate the mirror so that it does not interfere with the grab bars.
  - b. Insulate the pipes beneath sink in compliance with ANSI 606.6.
  - c. Modify the water closet to provide the flush control on the open side of the room, in compliance with ANSI 604.6

#### **D. Staff Kitchen**

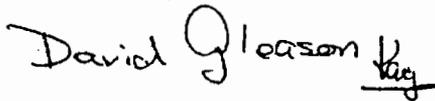
7. Kitchen Sink:
  - a. Verify the knee and toe clearance at the kitchen sink is in accordance with ANSI 606.2.
  - b. Verify the height of the kitchen sink which is 34 inches maximum above the floor, measured to the rim of the sink or counter surface, whichever is higher, in accordance with ANSI 606.3.

This recommendation is based upon the site-survey completed by Administrative Services and on the assurances of that agency's ADA Coordinator. The AB Committee staff cannot survey all state leased properties. However, as a safeguard for the state against ADA litigation, and to assure access for the state's people with disabilities, random surveys are performed.

Should future inspection by Administrative Services or the Architectural Barrier-Free Design Committee prove that areas of non-compliance exist; the agency should withhold rent until the landlord brings it into compliance, or should negotiate to remedy the non-complying areas.

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

David Gleason, Chair

A handwritten signature in cursive script that reads "David Gleason" followed by a stylized initial or mark.

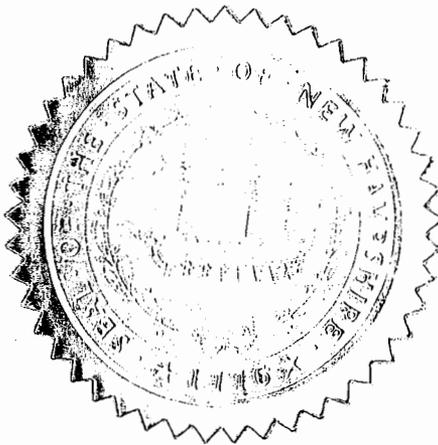
cc: Mary Belec, Administrator, Bureau of Planning and Management



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 RIVERSIDE PROPERTIES OF NASHUA INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 5, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 5<sup>th</sup> day of October, A.D. 2011

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

William M. Gardner  
Secretary of State

EXHIBIT A

ACTION BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS OF  
RIVERSIDE PROPERTIES OF NASHUA, INC.  
(In Lieu of Special Meeting)

The undersigned, being all of the Directors of Riverside Properties of Nashua, Inc. (the "Corporation"), a New Hampshire corporation, take the following action by unanimous consent, in lieu of a special meeting of the Directors of the Corporation, as permitted by New Hampshire RSA 292-A:8.21:

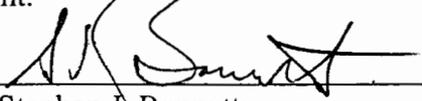
VOTED: That Peter M. Bonnette, as President of the Corporation (the "Authorized Officer") is hereby authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Corporation, all documents or instruments necessary or appropriate in his sole and absolute direction to effectuate the foregoing resolutions including, but not limited to, the promissory notes, mortgage deed and security agreements, ISDA Master Agreement and related documents and agreements.

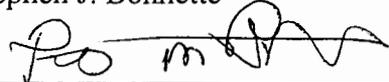
VOTED: That the Authorized Officer is hereby authorized and empowered in the name and on behalf of the Corporation to enter into one or more agreements with the State of N.H. in connection with lease signing for the Department of Corrections.

VOTED: That any and all actions heretofore or hereafter taken by the Authorized Officer of the Corporation consistent with the terms of the foregoing resolutions be, and they hereby are, ratified and confirmed as acts and deeds of the Corporation.

VOTED: That the Secretary of the Corporation be, and he hereby is, authorized and directed to certify a copy of resolutions to third parties, including the Bank and its counsel in connection with the consummation of the agreement.

Dated: October 4, 2011

  
\_\_\_\_\_  
Stephen J. Bonnette

  
\_\_\_\_\_  
Peter M. Bonnette

*Subscribed to & sworn before me*

*Kathleen A. Alber*  
*Justice of the Peace*  
*03/2016*