



STATE OF NEW HAMPSHIRE
 DEPARTMENT OF CORRECTIONS
 DIVISION OF ADMINISTRATION

William L. Wrenn
 Commissioner

Robin H. Maddaus
 Director

P.O. BOX 1806
 CONCORD, NH 03302-1806

603-271-5610 FAX: 1-888-908-6609
 TDD Access: 1-800-735-2964
 www.nh.gov/nhdoc

June 27, 2017

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

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a holdover lease agreement in an amount not to exceed \$14,528.52 with Bergeron Construction Company, Inc. (VC# 154332), 27 Matthew Road, Keene, NH 03431 for the purpose of probation/parole office space for the period of August 3, 2017 through February 2, 2018 effective upon Governor and Executive Council approval. 100% General Funds

Funding is available in account, District Offices, as follows. Funding for SFY 2018 is contingent upon the availability and continued appropriation of funds.

Bergeron Construction Company, Inc.		
Keene Probation & Parole District Office		
Account	Description	SFY 2018
02-46-46-464010-8302-022-500248	Rents	\$ 14,528.52
Total Lease Amount:		\$ 14,528.52

EXPLANATION

The Department of Corrections is seeking approval to enter into an approximate six (6) month holdover lease agreement commencing August 3, 2017 and ending not later than February 2, 2018 for the continued provision of Division of Field Services probation/parole district office space consisting of approximately 1,700 square feet, located at 28 Mechanic Street, 1st & 2nd Floor, Keene, NH at \$14,528.52 bi-annually.

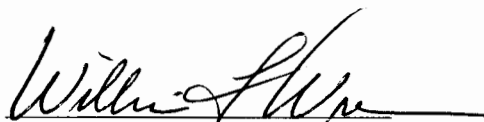
The holdover agreement will provide the NH Department of Corrections additional time to complete the lease promulgation/approval process as there will be no rent increase during the extended term.

The original five-year lease was procured competitively in accordance with all State requirements and was approved by Governor and Executive Council on April 3, 2002, Item #28B, an additional five-year lease was approved by Governor and Executive Council on May 16, 2007, Item #43 and subsequently, an amendment

lease to extend the completion date by four months was approved by Governor and Executive Council on March 7, 2012, Item # 33 and an additional five-year lease was approved by Governor and Executive Council on May 23, 2012, Item #54 with the last year at a gross rate of \$17.09 per sq. ft., \$29,057.04, annually. The rates for the holdover agreement include the landlord's provision of heat, electricity, real estate taxes, insurance, snow plowing and removal and building and site maintenance except for telecommunication and janitorial services.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", with a long horizontal flourish extending to the right.

William L. Wrenn
Commissioner

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

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

DATE: July 3, 2017

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

LESSEE: Department of Corrections Division of Field Services, 129 Pleasant Street,
Concord NH

LESSOR: Bergeron Construction Company, 27 Matthew Street, Keene, NH 03431

DESCRIPTION: Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued occupancy at the of Corrections Parole Office comprised of 1,700 square feet of space at 28 Mechanic Street, Keene, NH. During the extended term the Department will finalize the "Renewal Lease" and submit it to G&C.

TERM: Six (6) month extension: August 3, 2017 extended to February 2, 2016 or at the commencement of the "Renewal Lease", replaced by its terms and conditions.

RENT: 0% escalation to current rates: 1,700 SF of office space at approx. \$17.09 per SF resulting in total annual rent of \$29,057.04, Monthly total of \$2,421.42.

JANITORIAL: included in annual rent
UTILITIES: included in annual rent

TOTAL TERM COST: \$14,528.52 (6) month term

PUBLIC NOTICE: Sole-Source amendment of current lease, however any subsequent proposed long term lease will conform to all required competitive RFP processes

CLEAN AIR PROVISIONS: None applicable to an amended term

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

OTHER: Approval of the enclosed is recommended

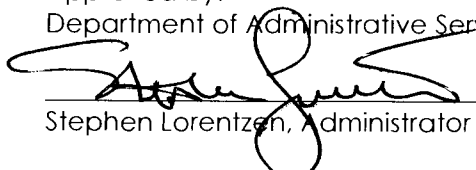
The enclosed contract complies with the State of NH Division of Plant and Property Rules
And has been reviewed & approved by the Department of Justice.

Reviewed and recommended by:
Bureau of Planning and Management



Gail L. Rucker, Administrator II

Approved by:
Department of Administrative Services



Stephen Lorentzen, Administrator

AMENDMENT

This Agreement (the "Amendment") is dated, JUNE 15, 2017 and is by and between the State of New Hampshire acting by and through the New Hampshire Department of Corrections, (the "Tenant") and Edward J. Bergeron, Bergeron Construction Co., Inc., (the "Landlord") 27 Matthews Road, PO Box 287, Keene, NH 03431

Whereas, pursuant to a the current Lease agreement (hereinafter called the "Agreement"), for 1,700 square feet of space (the "Premises") located on the 1st & 2nd floors, 28 Mechanic Street, Keene, New Hampshire for which the original 5-year Lease agreement was approved by Governor and Executive Council on April 3, 2002, Item #28B, an additional 5-year Lease agreement was approved by Governor and Executive Council on May 16, 2007, Item #43, an amendment lease to extend the completion date by four months was approved by Governor and Executive Council on March 7, 2012, Item #33 and an additional 5-year Lease agreement was approved by Governor and Executive Council on May 23, 2012, Item #54. The Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums specified therein; and

Whereas, the Tenant has undertaken a competitive "Request for Proposal" (RFP) process which resulted in a renewal appearing to be in the best interest of both parties however, up to an additional six (6) months will be required by the Tenant to complete the State of New Hampshire submittal and approval processes to finalize such proposed renewal, and;

The Agreement expires in advance of six (6) months, and;

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

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

Amendment of Agreement

3.1 Term: The expiration date of the current agreement, August 3, 2017 is hereby amended to terminate up to six (6) months thereafter, February 2, 2018.

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

4.1 Rent: The current annual rent of \$29,057.04, which is \$17.09 per square foot, will remain unchanged, prorated to a monthly rent of \$2,421.42 The first monthly installment shall be due and payable August 3, 2017 or within thirty (30) days of the Governor and Executive Council's approval of this Agreement, whichever is later. The monthly rent shall continue to be paid on

Initials: EJB

Date: 6/15/17

the 3rd day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed Six (6) months which is \$14,528.52.

15 Insurance – The standard provisions of Section 15 of the Agreement are deleted and replaced with the following: During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate; with coverage of Excess Liability of not less than five million (\$5,000,000). 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) 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.

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

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

Initials: EGB
Date: 6/15/17

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

TENANT: New Hampshire Department of Corrections

Date: 6/28/17

By William F. W. Commissioner

LANDLORD: Edward J. Bergeron, Bergeron Construction Co., Inc.

Date: JUNE 15, 2017

By Edward J. Bergeron, Jr. President/Treasurer

Acknowledgement: State of New Hampshire County of Cheshire.

On (date) June 15, 2017, before the undersigned officer, personally appeared Edward J. Bergeron, Jr., who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Carmella D. Richardson

Commission expires: 12/04/2018 Seal:

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

CARMELLA D. RICHARDSON

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

By: J. Curran Assistant Attorney General, on 6/29/17

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

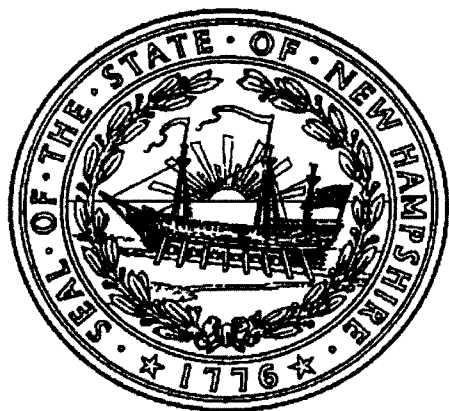
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BERGERON CONSTRUCTION COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 17, 1961. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 6657



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of June A.D. 2017.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	BERGERON CONSTRUCTION COMPANY, INC.	Business ID:	6657
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	10/17/1961	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	10/17/1961		
Principal Office Address:	27 Matthews Road, Keene, NH, 03431, USA	Mailing Address:	P.O. Box 287, Keene, NH, 03431, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2017
		Next Report Year:	2018
Duration:	Perpetual		
Business Email:	lpiper@bergeronconstruction.com	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / GENERAL CONTRACTOR('99AR)	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name:	Hanna, Thomas R, Esq
Registered Office Address:	41 School Street, Keene, NH, 03431, USA
Registered Mailing Address:	Not Available

Trade Name Information

No Trade Name(s) associated to this business.

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Lawrence H. Piper, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Bergeron Construction Company, Inc. . I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on JUNE
(Month)

15, 20 17 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Edward J. Bergeron PRESIDENT (may list
(Name) (Title)

more than one person) is duly authorized to enter in contracts or agreement on behalf of

Bergeron Construction Company, Inc. with the State of New Hampshire
(Name of Corporation or LLC)

and any of its agencies or departments and further is authorized to execute any documents which may in
his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the date of the contract to which this certificate is attached. I further certify that it is understood that the State of
New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the
position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits
on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all
such limitations are expressly stated herein.

DATED: 6-15-17

ATTEST: Lawrence H. Piper SECRETARY
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2017

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		CONTACT NAME PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: CSR24@clark-mortenson.com	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED Bergeron Construction, Co., Inc. PO Box 287 27 Matthews Road Keene NH 03431		INSURER A: Acadia Insurance 31325 INSURER B: Westchester Surplus Lines Insurance INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 485050240** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 250 GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CPA508901114	4/1/2017	4/1/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/POP AGG	\$2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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			CAA508901214	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUA508901514	4/1/2017	4/1/2018	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WPA508901614	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT	\$500,000
							E L DISEASE - EA EMPLOYEE	\$500,000
							E L DISEASE - POLICY LIMIT	\$500,000
B	Contractors Pollution Liability			G24297755005	7/6/2016	7/6/2017	\$2,000,000 General \$2,000,000 Per \$10,000 ded	Aggregate Occurrence

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

Workers Compensation Insurance applies per the Workers Compensation Laws of the State of NH, VT. & MA
There are no excluded officers
Re: 28 Mechanic Street, Keene, NH

CERTIFICATE HOLDER

State of New Hampshire
105 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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

G & C

April 24, 2012

Pending _____
 Approved MAY 23, 2012
 Item # #54

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

REQUESTED ACTION

Authorize the NH Department of Corrections to enter into a renewal lease agreement in an amount not to exceed \$145,285.20 with Bergeron Construction Company, Inc., (VC# ^{VC #154332}~~107331~~), 27 Matthews Road, Keene, NH, for the purpose of probation/parole district office space for the period of August 3, 2012 through August 2, 2017 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 2018 is contingent upon the availability and continued appropriation of funds.

Keene Probation/Parole District Office

Account:	Description:	SFY 2013	SFY 2014	SFY 2015	Total
02-46-46-464010-8302-022-500248	Rents to Non-State	26,635.62	29,057.04	29,057.04	84,749.70
		SFY 2016	SFY 2017	SFY 2018	
		29,057.04	29,057.04	2,421.42	60,535.50
Total Lease Amount:					\$145,285.20

EXPLANATION

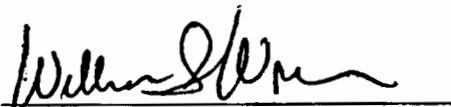
The NH Department of Corrections is seeking approval to enter into a five (5) year renewal lease commencing August 3, 2012 and ending August 2, 2017 for the provision of probation/parole office space located at 28 Mechanic Street, Keene, NH for the Division of Field Services. The location is approximately 1,700 square feet, in the amount of \$145,285.20, with the lease payable at a "gross" rate of \$17.09 per square foot, \$29,057.04 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 Keene, NH area for a term of up to five (5) years through publication of a "Request for Proposal" in The Keene Sentinel on January 6, 2012 and January 13, 2012, 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 several potential 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, Bergeron Construction Company, Inc. for the location of 28 Mechanic Street, Keene, NH, offering a renewal of the current 1,700 square foot office space at the current rate of \$17.09 per square foot with no escalation fixed for the five (5) year term.

Approval of the enclosed lease will allow the Division of Field Services to continue providing Probation and Parole services to the Keene 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

The Keene Sentinel

P.O. BOX 546
60 West St. Keene, New Hampshire 03431-0546 (603) 352-1234
1-800-765-9994 • FAX # 603-352-0437

ADVERTISING INVOICE and STATEMENT

BILLING PERIOD		ADVERTISER / CLIENT NAME	
01/01/12 - 01/31/12		NH DEPT OF CORRECTIONS	
23 TOTAL AMOUNT DUE	*UNAPPLIED AMOUNT	TERMS OF PAYMENT	
50.60		15th of the month	
21 CURRENT NET AMOUNT DUE	22	30 DAYS	60 DAYS
50.60	.00		.00
			OVER 90 DAYS
			.00

24 INVOICE NUMBER	4 PAGE #	5 BILLING DATE	6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT NUMBER
282008	1	01/31/12	03713	

8 BILLED ACCOUNT NAME AND ADDRESS

MICHAEL MCALISTER
NH DEPT OF CORRECTIONS
DIV OF FIELD SERVICE
PO BOX 1806
CONCORD NH 03302

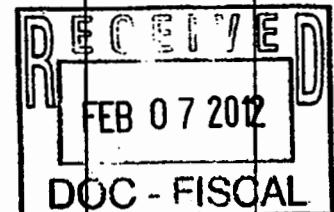
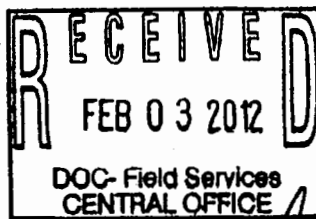
157321 8362000
8001 50247

9 REMITTANCE ADDRESS

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

10 DATE	11 NEWSPAPER REFERENCE	12,13,14 DESCRIPTION - OTHER COMMENTS / CHARGES	15 SAU SIZE BILLED UNITS	17 TIMES RUN RATE	19 GROSS AMOUNT	20 NET AMOUNT
12/31		BALANCE FORWARD				.00
01/06	474112	Public Notice Wanted 10 474112 101736	1x39L 39L	1		.00
01/06	474112	Public Notice Wanted 10 474112 101736	1x39L 39L	1		25.30
01/13	474112	Public Notice Wanted 10 474112 101736	1x39L 39L	1		.00
01/13	474112	Public Notice Wanted 10 474112 101736	1x39L 39L	1		25.30

CITY



Handwritten signature

Answer Book Coming Soon
Deadline: March 16!

STATEMENT OF ACCOUNT AGING OF PAST DUE AMOUNTS



21 CURRENT NET AMOUNT DUE	22	30 DAYS	60 DAYS	OVER 90 DAYS	*UNAPPLIED AMOUNT	23 TOTAL AMOUNT DUE
50.60	.00	.00	.00	.00		50.60

The Keene Sentinel

FEDERAL I.D. NO. 02-0460096 EXEMPT

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24 INVOICE NUMBER	5 ADVERTISER INFORMATION
282008	BILLING PERIOD: 01/01/12 - 01/31/12
6 BILLED ACCOUNT NUMBER	7 ADVERTISER / CLIENT NUMBER
03713	2 ADVERTISER / CLIENT NAME
	NH DEPT OF CORRECTIO

001/0373

The Keene Sentinel Classifications

Sentinel Regular Line Rates (per line, per day)

Keene Sentinel Classified Display

enquiries, to specify district allowed.

208 Electrical Svc.

Christopher H. Cote
Electric. Specializing in residential wiring, old work, new work. Fully insured. Free estimates. Lic. #11966M. Call (603) 446-2304.

RICHARD CHAFE: Master Electrician, Lic. #9270, Insured. rchafe@sover.net 1-800-435-8913

216 Painting/ Paper.

Int./Ext. Paint, snowblowing carpentry, sheetrock, laminate, cleanouts. No job too small. Randy. 603-852-2479

220 Plumbing/Heat.

Oil tank replacements and removal \$1250. Oil fire boilers, removal and replacement, \$2850. Fully insured. Call Jim, 603-355-7979.

232 Cleaning Svc.

Are You Looking for a good, reliable, trustworthy housekeeper? 20 yrs. exp. Call Denise, (603)762-6119.

236 Computers/Elec

Access Design Inc.

53 Marlboro St., Keene 603-355-2234
Computer Services:
Virus Removal
Upgrades
Hardware Installation
Software Installation
Home Network Installation
In-House / On-site Services
Lessons
Call Today!

248 Child Care

Every mom's dream - A Home Away From Home has 2 FT openings. Licensed. Prior Pedt nurse. Fun, educ., safe & loving envrmt. Meals/snacks incl. Also after school care. Call 209-9111.

F.T./P.T. spaces avail. in Jonathan Daniels Sch. area. Meals/snacks provided. For more info., (603)903-0722

In home, small group child-care, come take a tour, get a free gift. Keene. Call (603) 355-2668.

264 Profess. Svcs.

Quality work at reasonable rates. Call the professionals at Keene Tree Service. 603-352-8330

294 Snow Plowing

Affordable Snow plowing. Keene to Alstead/Walpole area. Fully insured, free estimates. (603) 313-8903

310 Happy Ads



603-352-7040
to place your
HAPPY AD
in The Keene
Sentinel



420 Gen. Help Want



603-352-4155

Hot Jobs!
General Laborers
CNC Milling Operator
Customer Service Rep
Machine Operators
HR Specialist
Assemblers
Metal Former
Part-Time Cashier
Administrative Assistant
Field Service Engineer
Material Handler
Always hiring for:
Medical/Health Care
Clerical/Administrative
Job descriptions available at: www.tpistaffing.net



603-352-4155

Hot Jobs!
General Laborers
CNC Milling Operator
Customer Service Rep
Machine Operators
HR Specialist

Direct Support Professional

The Direct Support Professional offers our residents care and support with their day-to-day activities including community activities and outings. This is a 40 hour a week position. Must be patient, outgoing, and energetic. Hours are flexible. Weekdays and weekends required. We offer training and competitive wages.

Home Care Provider

The Home Care Provider will aid a young woman in Keene, NH. Knowledge in diabetes care & management is required. Must be upbeat and energetic. Compensation provided for personal use of home.

If you are interested in learning more about these positions, please contact us at (603) 621-7072 or email your resume to: taliman@crjustice.org

For more information visit www.csnh.org

Experienced, friendly and outgoing waitstaff needed. Able to handle our family of customers along with in-house parties & outside catering functions. If this is your passion & not just a job, stop in & talk with us. Audrey's Cafe, Rte. 101 at Marlboro/Dublin Town line.

Extrusion Manufacturing Positions

MEDEFAB is an established ISO 9001 and ISO 13485 certified OEM manufacturer of medical devices and custom extruded tubing. Due to our continued growth we are seeking qualified individuals to add to our team.

Extruder Operators 1st, 2nd and 3rd Shifts

We are seeking individuals who have experience in plastic extrusion processes, including the manufacturing of single and multi lumen tubing in a variety of thermoplastics.

Please send resume to:

MEDEFAB
81 Turnpike Road
Jaffrey, NH 03452
fax: 603-532-5921
email: ccoock@medefab.com

Help Wanted, Tax Preparers wanted. Will train. 425 Winchester St., Keene, (603) 352-1300

Administrator and Board of Selectmen. The position will include general secretarial duties; assisting the public and employees; maintaining the Town's website; attending Selectmen meetings and taking minutes; assisting the Welfare Director with screening applications for assistance; and scheduling appointments as needed. The candidate must have strong computer skills. High School diploma or equivalent with minimal of three years secretarial experience preferred.

Starting salary range is \$13.31 - \$16.37 based on experience. Position will work approximately 32 hours weekly. Submit resume with references to Town Administrator, Town of Hinsdale, PO Box 13, 11 Main Street, Hinsdale, NH 03451. Deadline for resumes is January 24, 2012. Applications are available at www.town.hinsdale.nh.us EOE.

Traffic Control Flaggers

Hiring, must have reliable transportation. Apply in person, 10 a.m. - 5 p.m. Mon.-Fri. at LSTC of Keene, Inc., 135 Old Homestead Hwy., Keene, NH (rear of building). EOE

430 Medical Help

LNA/CNA Training
Now Enrolling for
Weekend Class
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430 Medical Help

Medical Careers = Job Security!

Phlebotomy Technician
January 23rd-March 21st
Monday & Wednesday 4-10
Location: Med Pro,
10 Commerce Park No.,
Unit 13A, Bedford

EKG Technician
March 17-May 19th
Saturday 8-2
Location: Med Pro,
10 Commerce Park No.,
Unit 13A, Bedford

Pharmacy Technician
March 17th-May 19th
Saturday 2p-8p
Location: Med Pro,
10 Commerce Park No.,
Unit 13A, Bedford

MNA
January 22nd
3-11 Sundays*
Location: Med Pro,
10 Commerce Park No.,
Unit 13a, Bedford
Clinical: Bedford Hills
Bedford

LNA
February 28th-April 4th
8-2 Tuesday, Wednesday,
Thursday
Location: The Good Shepherd,
20 Plantation Dr., Jaffrey

Med Pro Educational
603.660.9040
www.MedProEducational.net

440 Prof. Help Want

COOKS
Needed: 2 line cooks with exp. in breakfast, lunch & dinner. Share your talents with our customers in this small family restaurant. Good working conditions & hours. Apply in person at Audrey's Cafe, Rt. 101 at the Marlborough / Dublin Town Line.

Electrical Apprentice or licensed person. Will train, looking for right person. Call 603-209-6911, 3 p.m. - 6 p.m.

Like to talk with
a real person
when placing
an ad?



The proposed changes are available for public review in the Development Office in the Town Hall during normal business hours Monday - Thursday, 7:30-noon and 12:30-4:00 PM.

Kathryn Lynch
Community Development
Coordinator

Public Notice

Wanted to rent in Keene New Hampshire for a term of up to five (5) years commencing April 1, 2012, approx. 1,500 - 1,800 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 Belez, Administrator II, Bureau of Planning & Management, 25 Capital Street Rm. 109, Concord, NH 03301, phone: (603) 271-0090, or email: mbelez@nh.gov

Alternately the specifications may also be obtained on the State's WEB site at: <http://admin.state.nh.us/bom/index2.asp> Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, January 20, 2012. The State of NH reserves the right to accept or reject any or all proposals.

20 Coffins

PINE BOX COMPANY
Simple Pine Coffins
Glenn Dow - Gilsum, NH
Ph. 603-490-5427
www.pineboxcompany.com

105 Autos

2001 Saturn SL1 - Fuel efficient, passed inspection, runs well with new tires, nice CD/MP3 player.
\$2700. 603-357-9336.

Cadillac, DeVille, 1995, 86,000 miles, \$3,000. Very Good Condition! New fuel pump, new water pump.
603-239-7513

Grandma sells her fine

Classifications

Sentinel Regular Line Rates (per line, per day)

Keene Sentinel Classified Display

Standards of Acceptance

232 Cleaning Svc.

Are You Looking for a good, reliable, trustworthy housekeeper? 20 yrs. exp. Call Denise, (603)762-6119.

Circle Me

The Compulsive Cleaner
Leaves your home CLEAN
Trustworthy, Efficient, Affordable
Call Alison, 313-4986

236 Computers/Elec

Access Design Inc.

53 Marlboro St., Keene
603-355-2234
Computer Services:
Virus Removal
Upgrades
Hardware Installation
Software Installation
Home Network Installation
In-House / On-site Services
Lessons
Call Today!

248 Child Care

Childcare available, 1st mo. discount, come take a tour, get a gift. Keene. Katti (603) 355-2668.

Dophine's Daycare, Swanzey. Crafts, activities, snacks, drinks & meals incl. (603) 357-7294.

Every mom's dream - A Home Away From Home has 2 FT openings. Licensed. Prior PEDI nurse. Fun, educ., safe & loving envrmt. Meals/snacks incl. Also after school care. Call 209-9111.

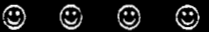
Three openings for 6 mos. plus. Fun, loving and educational. All meals incl. Reas. rates. Call 313-1173.

264 Profess. Svcs.

Cleaning Anywhere - apts., homes, offices. Over 30 yrs. exp. We furnish supplies. Reason. rates, Free est., insured. (603) 242-3811



603-352-7040
to place your
HAPPY AD
in The Keene
Sentinel



340 Exercise Equip.

Top-Of-The-Line Sole motorized treadmill, model F63. Like new. Used only 6 times. \$850. 603-357-5644.

420 Gen. Help Want



603-352-4155

Immediate Openings!

General Laborers
CNC Milling Operator
Customer Service Rep
Machine Operators
HR Specialist
Assemblers
Packagers
Metal Former
Part Time Cashier
Administrative Assistant
Field Service Engineer
Material Handler
Always hiring for:
Medical/Health Care
Clerical/Administrative

Job descriptions available at:
www.tpistaffing.net



294 West St, Keene, NH
603-358-1000

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Customer Service
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Precision Assembly
CNC/Machine Operators
General Clerical/Admin
EH & S Manager
Machine Technician
Entry Level Assembly
Walk-Ins Always Welcome!
Visit us online!
www.MASEMP.com

Avon - Career or pocket

judgment, great people skills and a positive attitude. Home Healthcare, Hospice & Community Services, 312 Marlboro St., Keene, NH. 603-352-2253 or 800-541-4145 (ext. 187) for more information. EOE

Chesterfield Inn breakfast chef needed Wednesday through Sunday morning. 25-30 hours/week. Call 603-256-3211 for interview.

ELM CITY RESTAURANT & BREWERY is currently seeking to fill full or part-time line cook positions. Great opportunity for experienced line cook looking for long-term employment in a restaurant with a reputation for quality. Supportive staff and comfortable, friendly work environment. Apply in person, located in the Colony Mill Marketplace, 222 West Street, Keene.

****EXPERIENCED PART-TIME WRECKER DRIVER WANTED ASAP****MUST BE ABLE TO WORK EVERY OTHER WEEKEND... EXPERIENCE PREFERRED.. CONTACT 603-242-6270.

Experienced, friendly and outgoing waitstaff needed. Able to handle our family of customers along with in-house parties & outside catering functions. If this is your passion & not just a job, stop in & talk with us. Audrey's Cafe, Rte. 101 at Marlboro/Dublin Town line.

seeking qualified individuals to add to our team.

Extruder Operators
1st, 2nd and 3rd Shifts
We are seeking individuals who have experience in plastic extrusion processes, including the manufacturing of single and multi lumen tubing in a variety of thermoplastics.

Please send resume to:

MEDEFAB
81 Turnpike Road
Jaffrey, NH 03452
fax : 603-532-5921
email: ccook@medefab.com



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Online at www.keenepersonals.com



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The Monadnock Humane Society has a full-time opening for Feline Coordinator. Duties include coordinating the movement of cats through the shelter and the feline foster care program, designing & implementing feline behavior modification plans, general cleaning, care and enrichment of cats, training cat care staff and volunteers as well as facilitating adoptions and providing counseling to the customers around animal behavior and humane society services. Candidates must have strong organizational, writing and interpersonal skills and customer service experience. Professional feline care experience required. Candidates must be able to work weekends and holidays. Please send your resume to Tamala Fletcher, Monadnock Humane Society, 101 West Swanzey Road, Swanzey, NH 03446, or email:

tammy@humanecommunity.org.
Please, no phone calls!
The Monadnock Humane Society is an equal opportunity employer.

teaching is a great background. Immed. opening for the right full-time candidate. Inquire or send resume and indicate salary expectations to: Lavalley Building Supply Inc., 40 Meadow Access Ln., North Meadow Plaza, Rt. 12, Walpole, NH 03608. Attention: DH



Leddy Group Is Hiring

Immediate Openings Include:
Assembly/Packaging - 1st shift, 2nd and 3rd shift
Machine Operating - 1st shift

Leddy Group Specializes in short and long-term opportunities in the following areas:

Administrative
Accounting
Light Industrial

Call Leddy Group Today
603-355-5233
Keene@leddygroup.com
1 Elm St., Suite 201
(take a right at the top of the stairs)
Keene, NH 03431

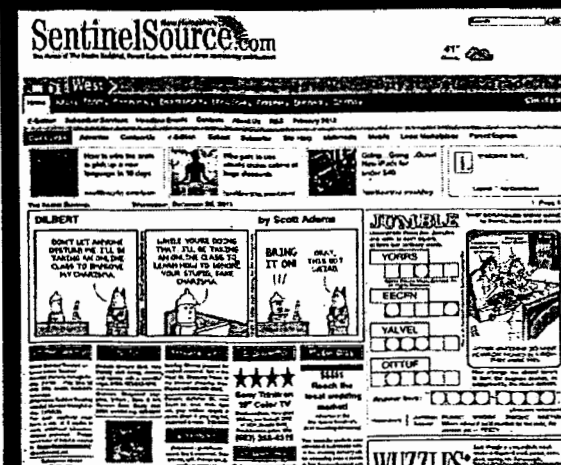
Find It Here! in the classifieds.

Keene Sentinel Classifieds

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Classified Help
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print and online at
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Post your Sentinel
Help Wanted ad on
SentinelSource.com.
The online Help Wanted
receive over 294,000 page
views per month.

Call 603-352-7040
for details

Monday through Friday
8 a.m. to 5 p.m.



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

1. Parties to the Lease:

This indenture of Lease is made this 29th day of march 2012, by the following parties:

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

Name: Bergeron Construction Company, Inc.

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 27 Matthews Road

Street Address (principal place of business)

Keene

NH

03431

(603) 352-4447

City

State

Zip

Telephone number

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

Department Name: NH Department of Corrections

Address: 105 Pleasant Street, P.O. Box 1806

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

Concord

NH

03302-0806

(603) 271-5600

City

State

Zip

Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 28 Mechanic Street, 1st & 2nd Floors

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

Keene

NH

03413

City

State

Zip

The demise of the premises consists of: 1,700 square feet

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

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

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

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

Commencing on the 3rd day of August, in the year 2012, and ending on the 2nd day of August, in the year 2017, unless sooner terminated in accordance with the Provisions hereof.

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Five(5) year(s) commencing on the 3rd day of AUGUST, in the year 2012, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: EJB
Date: 3/29/12

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

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

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

3.5 Conditions on the Commencement and Extension of Term:

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

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: *(insert month, date and year)* August 3, 2012

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

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

Landlord Initials: EGB
Date: 3/29/12

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: E98
Date: 3/29/12

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 1st of every year.

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

Landlord Initials: egb

Date: 3/29/12

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 and Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, 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 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.

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

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

23. **Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 **Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: George M. Foskett

Title: Agent, The Masiello Group

Address: 69A Island Street, Suite 3, Keene, NH 03431

Phone: (603) 352-5433

Email Address: gfoskett@masiello.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

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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: EGB
Date: 3/25/12

IN WITNESS WHEREOF; the parties :to have set their hands as of the day and y 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) William Flinn Commissioner

LANDLORD: (full name of corporation, LLC or individual) Bergeron Construction Company, Inc.

Authorized by: (full name and title) Edward J Bergeron, President & Treasurer

Signature

Print: Edward Bergeron, President & Treasurer
Name & Title

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

OF: New Hampshire COUNTY OF: Cheshire

UPON THIS DATE (insert full date) March 29, 2012, appeared before

me (print full name of notary) Carmella D. Richardson the undersigned officer personally

appeared (insert Landlord's signature) Edward J Bergeron

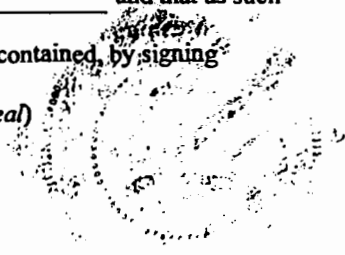
who acknowledged him/herself to be (print officer's title, and the name of the corporation) President / Treasurer

Bergeron Construction Co., 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)

Carmella D. Richardson



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: 5/9/12

Approving Attorney: WIK. Brown, SU4L

Approved by the Governor and Executive Council:

Approval date: MAY 23 2012

Signature of the Deputy Secretary of State: [Signature]

Landlord Initials: egb
Date: 3/29/12

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 1st and 2nd floors of a demised building; the space is configured as shown in the attached schematic plans titled "Exhibit A, Demise of Tenant Premises".

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

The parking available at the Premises is a combination of privately and municipally controlled spaces, the Landlord shall provide (at Landlord's sole cost) use of at least two (2) of these spaces for the Tenant's staff during the term.

There are no code conforming wheelchair accessible parking spaces in the vicinity of the Premises due to adjacent parking being "on street" parallel municipal parking, the Tenant shall therefore provide "program access" for all persons with disabilities.

Landlord Initials: EGB
Date: 3/29/12

Exhibit A - Floor Plan 1st floor

Exhibit A - Floor Plan 1st Floor Redacted

EXHIBIT A - FIRST FLOOR

Landlord Initials: egb
Date: 3/29/12

Exhibit A-Floor Plan 2nd floor

Exhibit A - Floor Plan 2nd Floor Redacted

EXHIBIT A - SECOND FLOOR

Landlord Initials: EGB
Date: 3/29/12

**EXHIBIT B
SCHEDULE OF PAYMENTS**

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

The rent due for the Tenant's 1,700 square foot Premises during the rental Term shall be in accordance with the following schedule of rent:

Five (5) Year Rental Schedule:

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	approx. % Increase from prior year
1	August 3, 2012 – August 2, 2013	\$17.09	\$2,421.42	\$29,057.04	0%
2	August 3, 2013 – August 2, 2014	\$17.09	\$2,421.42	\$29,057.04	0%
3	August 3, 2014 – August 2, 2015	\$17.09	\$2,421.42	\$29,057.04	0%
4	August 3, 2015 – August 2, 2016	\$17.09	\$2,421.42	\$29,057.04	0%
5	August 3, 2016 – August 2, 2017	\$17.09	\$2,421.42	\$29,057.04	0%
Total for five - year term:				\$145,285.20	

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: EGB
Date: 3/29/12

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 responsible for the provision of janitorial services in the Premises, including provision of "consumable" goods such as toilet paper and paper towels, keeping the Premises in a neat, clean, orderly condition.
2. The Tenant shall require their janitorial service provider to removal all of their refuse from the Premises and dispose of it in a lawful manner.
3. Notwithstanding the foregoing, the Landlord shall be responsible for provision of all services specified herein in section 8 "Maintenance and Repair by Landlord"

Landlord Initials: EGG
Date: 3/26/12

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.*

No renovations for barrier-free accessibility shall be required for the Premises, however all programs housed in the Premises will continue to be made available by the Tenant's staff, this availability shall be either upon request or incidentally and shall be provided at alternative accessible locations. All of the Tenant's probation and parole "clients" are entitled to and visited by DOC officers at locations other than the Premises – typically the client's home or other designated area – therefore any person with mobility impairments will be accommodated by visitation in a non discriminatory manner. With the exception of one clerical support person, all of the Tenant's staff are probation and parole officers who must be "able bodied" in order to safely and effectively perform their duties; therefore the architectural barriers present in the facility do not impede their employment. In the event a staff person should however need alternative accommodations they shall be provided an office on the 1st floor of the Premises if such an office adequately addresses their needs, or provided temporary accommodation at a different "accessible" DOC site, or allowed to telecommute.

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 Landlord (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" renewal tests (which are a less extensive and therefore less expensive set of testing criteria) as set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In accordance with Env-A2204.03 upon receipt of the testing results the Landlord shall provide a signed and notarized statement (conforming to required language in Env-Asso4.03) certifying the results, and send them along with the 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 requesting their review and official

Landlord Initials: EQB

Date: 3/29/12

(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.

N/A

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 by full or partially full) collected per commodity and multiply that sum by the average weight of such bags.
 - i. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

Landlord Initials: 996
Date: 3/29/12

**EXHIBIT E
SPECIAL PROVISIONS**

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

There are no modifications or additions to the Standard Provisions of the Agreement

Landlord Initials: EGB
Date: 3/29/12



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

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

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 Toll Free } Voice or TTY
(603) 271-2837 FAX

February 21, 2012

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

Requested Action

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Department of Corrections, Division of Probation & Parole, Office of Field Services
Location: 28 Mechanic Street, 1st & 2nd Floors, Keene, NH 03431
Lessor: Bergeron Construction Company Inc, 27 Matthews Road, Keene, NH 03431
Term: August 3, 2012 – August 2, 2017

The Architectural Barrier Free-Design Committee respectfully recommends that the subject LEASE RENEWAL of approximately 1,700 square feet of space be approved, without conditions.

The 2001 and 2006 lease listed one condition that required the provision of one van-accessible parking space. This condition cannot be met in full compliance due to site restrictions of on-street parallel parking only. One parking space reserved for people with walking disabilities has been designated with the appropriate signage. It was brought to our attention that the existing ramp does not meet the slope requirements in accordance with ANSI 405.3 but based on the below stated program access accommodations is not taken into consideration upon this review.

Department of Corrections staff must meet strict physical capability requirements and perform the majority of their work out of the office in the field, program access shall be provided to any individual requiring accessible facilities.

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 exists, 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

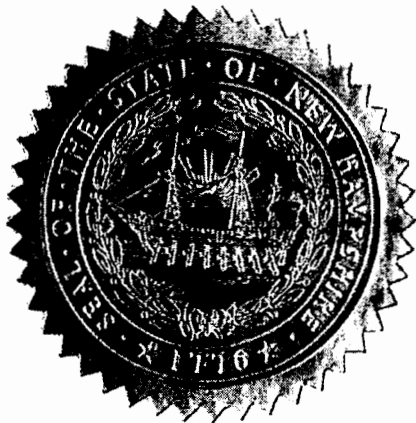
David Gleason, Chair

JLS 2-22-12

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 BERGERON CONSTRUCTION COMPANY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 17, 1061. 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 3rd day of May, A.D. 2012

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

William M. Gardner
Secretary of State



State of New Hampshire 2012 ANNUAL REPORT

The following information shall be given as of January 1
preceding the due date Pursuant to RSA 293-A:16.22.
REPORT DUE BY April 1, 2012
ANNUAL REPORTS RECEIVED AFTER THE DUE DATE
WILL BE ASSESSED A LATE FEE.

Filed
Date Filed: 03/22/2012
Business ID: 6657
William M. Gardner
Secretary of State

BERGERON CONSTRUCTION COMPANY, INC.
P.O. BOX 287
KEENE, NH 03431

ADDRESS OF PRINCIPAL OFFICE:
27 MATTHEWS ROAD
KEENE, NH 03431

REGISTERED AGENT AND OFFICE:
HANNA, THOMAS R, ESQ
41 SCHOOL STREET
KEENE, NH 03431

ENTITY TYPE: CORPORATION
BUSINESS ID: 6657
STATE OF DOMICILE: NEW HAMPSHIRE
GENERAL CONTRACTOR(99AR)

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). <u>(MUST LIST AT LEAST ONE OFFICER BELOW)</u>		NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE). <u>(MUST LIST AT LEAST ONE DIRECTOR BELOW)</u>	
PRES.	Edward John Bergeron Jr.	DIR.	Edward John Bergeron Jr.
STREET	27 Matthews Road	STREET	27 Matthews Road
CITY/STATE/ZIP	Keene Nh 03431	CITY/STATE/ZIP	Keene Nh 03431
TREAS.	Edward John Bergeron Jr.	NAME
STREET	27 Matthews Road	STREET
CITY/STATE/ZIP	Keene Nh 03431	CITY/STATE/ZIP
V-PRES.	Mark Dill	NAME
STREET	27 Matthews Road	STREET
CITY/STATE/ZIP	Keene Nh 03431	CITY/STATE/ZIP
SECY.	Lawrence Piper	NAME
STREET	27 Matthews Road	STREET
CITY/STATE/ZIP	Keene Nh 03431	CITY/STATE/ZIP
NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED			

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: Edward John Bergeron Jr.

Please print name and title of signer: Edward John Bergeron Jr. / PRESIDENT
NAME TITLE

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



665720121000
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, P.O. Box 9529, Manchester, NH 03108-9529

Bergeron Construction Company, Inc.
27 Matthews Road
PO Box 287
Keene, New Hampshire 03431

CORPORATE RESOLUTION


I certify that the following is a true copy of resolutions adopted by the Board of Directors of the Bergeron Construction Company, Inc., a New Hampshire Corporation ("the Corporation"), at a meeting held at 27 Matthews Road in Keene, New Hampshire on March 29, 2012, at which all of the members of said Board were present and voting, and that such resolutions are in conformity with the provision of the Articles of Incorporation and the By-Laws of the Corporation, as amended, and that each of said resolutions is now in full force and effect.

Resolved, that Edward J. Bergeron, Jr., President, is authorized, on behalf of the Corporation and in its name, to lease, rent, and permit the use of real property owned by the Corporation, including but not limited to all real property located on Mechanic Street in Keene, and to make and sign any agreements or other documents concerning such lease, rental, or use of real property; and

Resolved, that Edward J. Bergeron, Jr., President, is authorized to receive, on behalf of the Corporation, any rents, deposits, or other funds related to the use and occupancy of such real property;

Resolved, that such authority shall continue to be in force until and unless specifically rescinded by further vote of the Board of Directors, and notice of such rescission has been provided to any leaseholders.


Witness my signature and the seal of the Corporation, this 29TH day of March, 2012.


Lawrence H. Piper

Lawrence H. Piper, Secretary
{seal}

STATE OF NEW HAMPSHIRE
COUNTY OF CHESHIRE, ss.

Acknowledged before me, this 29th day of March, 2012, by Lawrence H. Piper, personally known to me, acting in his capacity as Secretary of Bergeron Construction Company, Inc.


Carmella D. Reed

Notary Public - New Hampshire
my commission expires: 12/03/2013



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2012

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 Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431		CONTACT NAME: PHONE (A/C N o. Ext): 603-352-2121 FAX (A/C N o.): 603-357-8491 EMAIL ADDRESS: csr24@clark-mortenson.com	
INSURED BERGERON7 Bergeron Construction, Inc. 27 Matthews Road Keene NH 03431		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Insurance Company INSURER B: Illinois Union Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 676833920 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. INSR. WVG.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR 250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		C8P9847314	4/1/2012	4/1/2013	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (As occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPROP AGG	\$2,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA9089798	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Per accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUR009	4/1/2012	4/1/2013	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCR077278	4/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATL. LTDY. LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
						E.L. DISEASE - POLICY LIMIT	\$500,000
B	Pollution Liability		G24145396002	7/6/2011	7/6/2012	\$2,000,000 \$2,000,000	General Aggregate Per Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Reports, etc. as applicable, if more space is required)
 Workers Compensation Insurance applies per the workers compensation law of the state of NH, VT, and MA. There are no excluded officers.
 Re: 28 Mechanic Street, Keene, NH

CERTIFICATE HOLDER New Hampshire Dept. Corrections 105 Pleasant St Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--