



**State of New Hampshire**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 OFFICE OF THE COMMISSIONER  
 25 Capitol Street – Room 120  
 Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS  
 Commissioner  
 (603)-271-3201

JOSEPH B. BOUCHARD  
 Assistant Commissioner  
 (603)-271-3204

April 25, 2018

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services, Bureau of Education & Training to enter into a **sole source** lease agreement amendment with Hodges Development Corporation, Concord, NH (Vendor #56069), originally approved by Governor and Council on June 5, 2013, Item #17, and amended on April 9, 2014 Item #24. This amendment shall increase the contract price by \$35,436, from \$148,500 to \$183,936 and extend the five year lease agreement for an additional year, from June 30, 2018 to June 30, 2019. Effective upon Governor and Council approval for the period effective July 1, 2018 through June 30, 2019.

**100% Revolving Funds**

Funding is available from the following account, contingent upon availability and continued appropriations.

10-14-14-14-141010-10480000 Department of Administrative Services, Bureau of Education & Training

	FY19	
022-500248 Rent to Owners Non State Space	\$35,436	

**EXPLANATION**

On June 5, 2013 (Item #17) Governor and Council approved a renewal lease agreement with the Hodges Company to lease training space at 130 Pembroke Road, Concord, NH, and on April 9, 2014 (Item #24) Governor and Council approved an amendment to expand the lease space by 1,130 square feet for a total space of 2,188 square feet, through June 30, 2018. This **sole source** request to extend the end date from June 30, 2018 to June 30, 2019 will allow additional time to explore options for additional training space to meet the needs of the Bureau of Education and Training (BET).

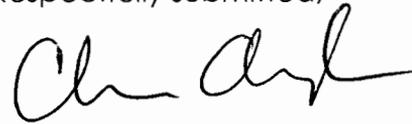
In July of 2008, the BET began leasing space at 130 Pembroke Road in Concord, NH to deliver training. Since that time the demands for training have increased and exceed the capacity of the space. In January of 2018, BET posted a public notice for an RFP for additional space which generated two responses. One response was an option to continue the existing lease. The second response to the RFP was explored but found to be inadequate due to BET's special requirements for training space. The process will require more time than the current lease allowed. Therefore, we are asking for approval of the amendment to extend the current lease.

This request will increase the lease rate from \$32,220 annually to \$35,436 annually. The rent includes the Landlord's provision of heat, sewer & water, electricity, real estate taxes, insurance, snow plowing & removal, building & site maintenance, and janitorial services to common areas. In addition to the standard provisions of the lease agreement, this amendment includes a right of "early termination" which provides the BET the opportunity to exercise the option for "early termination" by notifying Hodges Development Corporation 30 days in advance of the desired date to vacate the premises.

The Office of the Attorney General has reviewed and approved this lease amendment.

We respectfully request your approval.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ch Arlinghaus", written in a cursive style.

Charles M. Arlinghaus  
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:** April 23, 2018

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

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

**LESSEE:** Department of Administrative Services, Bureau of Education and Training, 25  
Capitol Street, Concord NH

**LESSOR:** Hodges Development Corporation, 201 Loudon Road, Concord NH 03301

**DESCRIPTION:** Lease Amendment: Approval of the enclosed will authorize the extension of the current lease for Department of Administrative Services, Bureau of Education and Trainings' lease of 2,188 square feet located on the 2<sup>nd</sup> floor of 130 Pembroke Road, Concord NH. This amendment shall change the term to a month to month lease for one year. The additional time on the extension will give BET time to submit another RFP for a larger facility for training.

**TERM:** Commencement upon Governor and Council approval: the amendment shall allow the lease to remain as a month to month lease for one year. This amendment has a 30 day notice clause so it can terminate early. So, they can move to a new facility before the lease terminates June 30, 2019.

**RENT:** The current rate of \$32,220.00 per year shall increase to a month to month rate of \$35,436 annually. This amendment shall increase the contract price by \$35,436, from a total of \$148,500.00 to \$183,936.00 and extend the five year lease agreement for an additional year from June 30, 2018 to June 30, 2019.

**JANITORIAL:** included in annual rent

**UTILITIES:** included in annual rent

**PUBLIC NOTICE:** Amendment of current lease for additional time, therefore a "Sole Source" contract.

**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

  
Karen Rantamaki, Deputy Administrator

## AMENDMENT

This Agreement (the "Amendment") is dated this 19<sup>th</sup> day of April, 2018, and is by and between the State of New Hampshire acting by and through the Department of Administrative Services, Bureau of Education and Training, (the "Tenant") and Hodges Development Corporation, (the "Landlord") with a place of business at 201 Loudon Road, Concord, NH 03301.

Whereas, pursuant to a five year lease agreement (the "Agreement") for 2,188 square feet of space located on the first and second floor of 130 Pembroke Road, Concord NH (the "Premises") which was originally approved by the Governor & Executive Council on June 5, 2013 item #17 and amended on April 9, 2014, Item#24, in consideration of payment by the Tenant of certain sums as specified therein, and;

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

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

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

### **Amendment of Agreement:**

- 3.1 Term:** Subsection 3.1 of the current Agreement is hereby deleted and amended to read as follows: The effective date of this Agreement shall be commencing on April 15, 2014 and ending on June 30, 2019.
- 3.2 Occupancy Terms:** The Tenant shall have the right of "early termination" of this Lease. The Tenant may exercise their option for "early termination" by delivering to the Landlord – 30 days in advance of their desired termination date – a written notification to vacate the premises, at the address above. Upon, Tenant notification of termination, Tenant authorizes Landlord to display a "FOR RENT" sign on premises, and show the building, inside and outside, to prospective renters and purchasers during Tenant's normal business hours, upon a (72) hour notice via telephone conversation or email, subject to the applicable security procedures instituted by the Tenant.
- 4.1 Rent:** Section 4.1 is deleted and amended to read as follows: The current annual lease rate of \$15.77 per square foot for 1,130S.F. and \$13.61 for 1,058 S.F. which is \$32,220.00 annually (\$2,655.00 monthly) shall remain in effect until June 30, 2018 as of July 1, 2018, the rental rate shall be approximately \$16.20 per square foot

which is \$35,436.00 annually, prorated to a monthly rent of \$2,953.00 . The first monthly installment of the revised rental rate shall be due and payable July 1, 2018 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1<sup>st</sup> 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 Twelve (12) months which is \$35,436.00.

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.

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.

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

**TENANT:** State of New Hampshire, acting through its:

Department of Administrative Services,

By Chris Camp

**LANDLORD:** Hodges Development Corporation

By [Signature]

Print Jane B. Benoit, Vice President  
Name & Title

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

UPON THIS DATE (insert full date) APR 19, 2018,

appeared before me Alyssa Dionne the undersigned officer (print full name of notary)

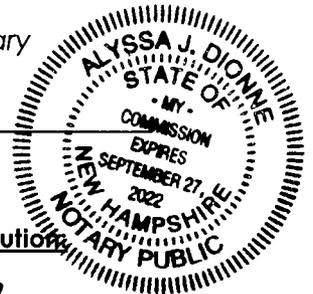
personally appeared (insert Landlord's signature) Hodges Development Corporation

who acknowledged him/herself to be: Jane B. Benoit (print officer's title, and the name of the corporation)

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

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

Alyssa Dionne



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

By: [Signature], Assistant Attorney General, on 5/4/18

**Approval by the New Hampshire Governor and Executive Council:**

By: \_\_\_\_\_, on \_\_\_\_\_

# State of New Hampshire

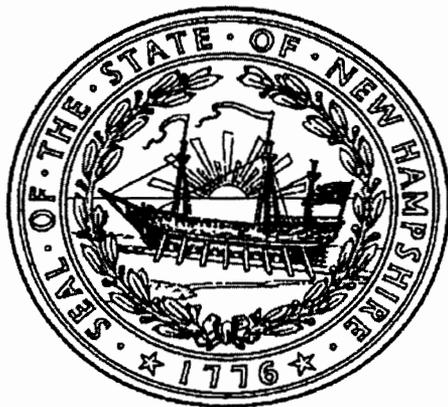
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HODGES DEVELOPMENT CORPORATION is a New Hampshire Profit Corporation registered to transact business in New Hampshire on October 16, 1969. 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: 12625

Certificate Number : 0004073384



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 April A.D. 2018.

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

William M. Gardner  
Secretary of State

## CERTIFICATE OF AUTHORITY FOR CORPORATIONS

I, **Philip M. Hastings**, am the Secretary of **HODGES DEVELOPMENT CORPORATION** (the "Corporation") and do hereby certify:

1. I am a duly elected and acting Secretary for the Corporation documented above, which is incorporated in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following is a true, accurate and complete copy of the resolutions adopted by unanimous written consent of the Board of Directors of the Corporation dated April 19, 2018:

RESOLVED: That this corporation shall enter into an amendment (the "Amendment"), a copy of which is attached hereto, with the State of New Hampshire, acting by and through the Department of Safety, Division of Fire Standards & Training and Emergency Medical Services, providing for the performance by this corporation of certain services as documented within the State of New Hampshire, Department of Administrative Services Operating Lease for Total Cost Below Threshold Requiring Governor & Council Approval (the "Contract"). and that the vice president, on behalf of this corporation, is authorized and directed to enter into the Amendment to the Contract with the State of New Hampshire, and that she is to take any and all such actions that may be deemed necessary, desirable or appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this corporation in order to accomplish the same.

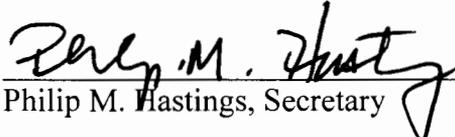
RESOLVED: The corporation hereby ratifies and affirms all actions taken to date by the corporation, acting through its officers, in connection with the Contract, including, without limitation, the execution and delivery of the Amendment to the Contract by Diane B. Benoit as vice president of the corporation.

RESOLVED: That the signature of Diane B. Benoit, as vice president of this corporation, as affixed to any instrument or document described in or contemplated by these resolutions, shall be conclusive evidence of the authority of said party to bind this corporation.

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

President:	Alan W. Johnson
Vice President:	Diane B. Benoit
Treasurer:	Alan W. Johnson
Asst. Treasurer:	Diane B. Benoit
Secretary:	Philip M. Hastings
Asst. Secretary:	Diane B. Benoit

**IN WITNESS WHEREOF:** I sign below as the Secretary of the Corporation, and have affixed its corporate seal upon this 3<sup>rd</sup> day of May, 2018.

  
 Philip M. Hastings, Secretary

STATE OF NEW HAMPSHIRE  
 COUNTY OF MERRIMACK

As Notary Public, Registered in the State of New Hampshire, County of Merrimack, upon this date, appeared before me, **Monica E. Marcotte**, the undersigned officer, personally appeared **Philip M. Hastings**, who acknowledged himself to be the **Secretary of Hodges Development Corporation** and that being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

In witness whereof I hereunto set my hand and official seal.



  
 Name: Monica E. Marcotte  
 Notary Public  
 My Commission Expires: 07-13-21

Client#: 633450

HODGEDEV

ACORD<sup>TM</sup>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/07/2018

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance Company, NAIC #: 22292; INSURER B: Travelers Casualty and Surety Company, NAIC #: 19038.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (ZBVD38641700), Automobile Liability (AWVD40257100), Umbrella Liability (UHVD38641900), Workers Compensation and Employers' Liability (WBVD40253200), and Fidelity Bond (105843969).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Leased space at 130 Pembroke Road, Second Floor, Room #230, Concord, NH 03301.

CERTIFICATE HOLDER: State of NH, Department of Safety, Division of Fire Standards & Training and Emergency Medical Services, 33 Hazen Drive, Concord, NH 03305. 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: See Mark.

**PUBLIC NOTICE**

**Request for Proposal (Public Notice)**  
**for publication**

Wanted to rent in Concord NH for a term of up to five (5) years commencing July 1, 2018, approx. 4,700 -5,000 square feet of training space and Offices for NH Department of Administrative Services. Space must meet or be renovated to meet program specifications, which are provided for review at : <https://das.nh.gov/bpm/currentLeaseRFPs.asp>; alternately request a copy by contacting Robln Hoyt, Office Manager, Department of Administrative Services, Bureau of Education and Training, 25 Capital Street, Room 24 Concord, NH 03301, [robln.hoyt@nh.gov](mailto:robln.hoyt@nh.gov), Tel: (603) 271-1429 All Letters of Interest regarding this request are due by 2:00 p.m. on Friday, February 9, 2018. The State of NH reserves the right to accept or reject all submittals.

January 11, 18

PK

24 *JB*



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603) 271-3204

March 10, 2014

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

Sole Source  
Amendment

### REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Education & Training to amend a lease agreement with Hodges Development Corporation, Concord, NH (Vendor #56069), originally approved by Governor and Council on June 5, 2013, Item #17. This amendment shall increase the contract price by \$59,400, from \$89,100 to \$148,500 and will increase by 1,058 square feet of classroom and break/kitchen space to the training space, from 1,130 square feet to 2,188 square feet. This agreement will commence April 15, 2014 or upon Governor and Council approval, whichever is later, and expire June 30, 2018. **100% Revolving Funds**

Funding is available from the following account, contingent upon availability and continued appropriations.

10-14-14-14-141010-10480000 Department of Administrative Services, Bureau of Education & Training  
022-500248 Rent to Owners Non State Space

<u>Fiscal Year</u>	<u>Current Budget</u>	<u>Increase Amount</u>	<u>Revised Budget</u>
FY 2014	\$17,820	\$1,800	\$19,620
FY 2015	\$17,820	\$14,400	\$32,220
FY 2016	\$17,820	\$14,400	\$32,220
FY 2017	\$17,820	\$14,400	\$32,220
FY 2018	<u>\$17,820</u>	<u>\$14,400</u>	<u>\$32,220</u>
<b>TOTAL</b>	<b>\$89,100</b>	<b>\$59,400</b>	<b>\$148,500</b>

### EXPLANATION

On June 5, 2013 (Item #17) Governor and Council approved a renewal lease agreement with the Hodges Company to lease training space at 130 Pembroke Road, Concord, NH. Approval of the enclosed lease amendment will authorize the Department's

Bureau of Education and Training (BET) to expand their 1,130 square foot training space located at 130 Pembroke Road, Concord NH in "Classrooms A and B" to include an additional 1,058 square feet comprised of "Classroom C" and a break area, the revised total space shall be 2,188 square feet. The additional space is needed to allow BET to proceed with scheduled expansion of their training and program offerings.

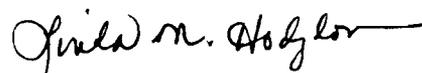
The current annual lease rate of \$15.77 per square foot which is \$17,820 annually (\$1,485 monthly) effective for each of the five years in the lease term with 0% escalation shall remain unchanged for the original 1,130 square foot portion of space, while the rate for the 1,058 square foot additional space shall be discounted to approximately \$13.61 per square foot which is \$14,400 annually, payable as \$1,200 monthly. The resulting revised total annual rent shall be \$32,220 payable as \$2,685 per month.

The amended rent shall remain in effect for the balance of Term; the total rent to be paid will not exceed four (4) years and one (1) plus one-half (1/2) months, which is \$132,908. The rent includes the Landlord's provision of heat, sewer & water, electricity, real estate taxes, insurance, snow plowing & removal, building & site maintenance, and janitorial services to common areas.

In addition to the standard provisions of the lease agreement, this amendment includes a supplemental "contingency clause" providing BET the opportunity to review space needs annually and cancel the Additional Space portion of the lease should they find it no longer affordable or necessary; in such instance the Landlord shall be provided at least thirty (30) days advance written notice of termination, and the lease for the original 1,130 square foot space shall remain in effect.

The Office of the Attorney General has reviewed and approved this lease amendment.

Respectfully Submitted,



Linda M. Hodgdon  
Commissioner

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

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

**DATE:** March 25, 2014

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

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

**LESSEE:** Department of Administrative Services, Bureau of Education and Training, 25  
Capitol Street, Concord NH

**LESSOR:** Hodges Development Corporation, 201 Loudon Road, Concord NH 03301

**DESCRIPTION:** Lease Amendment: Approval of the enclosed will authorize expanding the Bureau of Education and Trainings' lease of 1,130 square feet (two classrooms) by 1,058 square feet resulting in a revised total rental of 2,188 square feet located on the 2<sup>nd</sup> floor of 130 Pembroke Road, Concord NH. The additional space will add a large classroom and break-out area facilitating expansion of Bureau's training programs and offerings.

**TERM:** Commencement upon Governor and Council approval: the amendment shall remain in effect until the end of the current five-year term which terminates June 30, 2018.

*Note: supplemental clause provided which allows early termination of the "additional space" if annual budget/program reviews shows it's no longer viable; in such instance lease of the original two classrooms shall remain in effect.*

**RENT:** The current rate of approx. \$15.77 per square foot which is \$17,820 per year shall remain unchanged for the original portion (1,130 SF) of the space while the rate of the additional space has been discounted to \$13.61 per square foot which is \$14,400 annually, the resulting revised annual rent is: \$32,220

**JANITORIAL:** included in annual rent

**UTILITIES:** included in annual rent

**PUBLIC NOTICE:** Amendment of current lease for additional space, therefore a "Sole Source" contract.

**CLEAN AIR PROVISIONS:** None applicable to an amended term

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

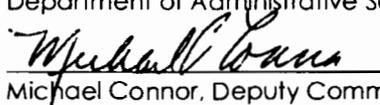
**OTHER:** Approval of the enclosed is recommended

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

  
Mary Belec, Administrator II

Approved by:  
Department of Administrative Services

  
Michael Connor, Deputy Commissioner

## AMENDMENT

This Agreement (the "Amendment") is dated this 7~~th~~ day of MARCH 2014, and is by and between the State of New Hampshire acting by and through the Department of Administrative Services, Bureau of Education and Training, (the "Tenant") and Hodges Development Corporation, (the "Landlord") with a place of business at 201 Loudon Road, Concord, NH 03301.

Whereas, pursuant to a five year lease agreement (the "Agreement") for 1,130 square feet of space located on the second floor of 130 Pembroke Road, Concord NH (the "Premises") which was first approved by the Governor & Executive Council on June 5, 2013 item #17, and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas: the Department of Administrative Services, Bureau of Education and Training (BET) wishes to expand its' offering of training opportunities and needs expanded classroom space to do so, and the Landlord has suitable additional classroom space located adjacent to the current Premises and has offered its' lease at an affordable/discounted rate, and;

Amendment of the Agreement to include the additional space in the "Demise of Premises" is mutually advantageous and agreeable to both Parties and necessary to allow lawful payment of rent;

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:

- 2. Demise of Premises:** The current 1,130 square foot demised Premises which is comprised of classrooms "A" and "B" located on the 2<sup>nd</sup> floor of the building to which the Premises are a part, shall be expanded to include space across the hall comprised of an additional 1,058 square foot classroom "C" with its' adjacent kitchen/break area. The resulting revised total lease demise shall be 2,188 square feet.
- 3.1 Effective Date/Term:** the effective date of this amendment shall be April 15, 2014 or upon approval by the Governor and Executive Council, whichever date is later. The amendment shall remain in effect for until the expiration of the current lease term, which is June 30, 2018.
- 4.1 Rent:** The current annual lease rate of \$15.77 per square foot which is \$17,820 annually (\$1,485 monthly) effective for each of the five years in the lease term with 0% escalation shall remain unchanged for the 1,130 square foot space comprised of "Classrooms A and B". The rate for the additional 1,058 square foot space (Additional Space) comprised of "Classroom C" and "Break Area" shall be discounted to approximately \$13.61 per square foot which is \$14,400 annually payable as \$1,200 monthly; the resulting revised total rent shall be \$32,220

annually payable as \$2,685 per month. All rent shall continue to be due and payable on the first day of each month during the amended term. In the instance of any month of the term being one-half or less of such month the rent due shall be prorated accordingly. The amended rent shall remain in effect for the balance of the Term; the total rent to be paid under the terms of this four (4) year and one (1) plus one-half (1/2) month agreement shall not exceed \$132,908.

**5 Conditional Obligation of the State:** shall remain in effect as originally provided in the Agreement with the addition of the following clause:

5.1 The lease for the Additional Space portion of the Premise shall be subject to the Tenant's annual review of continued viability; such review shall be concluded and the Landlord advised of its' conclusion no later than July 30<sup>th</sup> of each year. If upon conclusion of this annual review the Tenant decides continued lease of the Additional Space is no longer affordable or necessary the Landlord shall be provided at least thirty (30) days advance written notice of Tenants' termination of the Additional Space portion of Premises; thereafter all Tenant leasehold obligations for that portion of space shall end. Notwithstanding, the lease for the 1,130 square foot portion of the Premises comprised of Classrooms A and B shall remain in effect unless otherwise terminated under the terms of the Agreement.

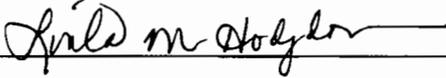
CONTINUANCE OF AGREEMENT: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

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.

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

**TENANT:** State of New Hampshire, acting through its:

Department of Administrative Services,

By 

**LANDLORD:** Hodges Development Corporation

By 

Signature  
Print Alan W. Johnson Treasurer  
Name & Title

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NEW HAMPSHIRE COUNTY OF: MERRIMACK

UPON THIS DATE (insert full date) March 9, 2014,  
appeared before me Diane B. Benoit the undersigned officer  
(print full name of notary)

personally appeared (insert Landlord's signature) Alan W. Johnson  
who acknowledged him/herself to be: Treasurer  
(print officer's title, and the name of the corporation)

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

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



**DIANE B. BENOIT, Notary Public**  
**My Commission Expires March 28, 2017**

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

By: Rosemary Beahm, Assistant Attorney General, on 3-20-14

**Approval by the New Hampshire Governor and Executive Council:**

By: \_\_\_\_\_, on \_\_\_\_\_



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

MAY 23 '13 PM 1:12 DAS

MAY 22 '13 AM 7:53 DAS

*DM*

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603) 271-3204

May 3, 2013

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

### REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Education & Training to enter into a renewal lease agreement in an amount not to exceed \$89,100 with The Hodges Companies, (Vendor #56069), 201 Loudon Road, Concord, NH for the purpose of providing approximately 1,130 square feet of training space at 130 Pembroke Rd, 2<sup>nd</sup> floor classrooms "A" & "B" in Concord NH. Upon Governor and Council approval for the period of July 1, 2013 through June 30, 2018. 100% Revolving Funds

Funding is available from the following account, contingent upon availability and continued appropriations.

10-14-14-141010-1048 Dept of Administrative Services, Bureau of Education & Training  
022-500248 Rent to Owners Non State Space

<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>Total</u>
\$17,820	\$17,820	\$17,820	\$17,820	\$17,820	\$89,100

### EXPLANATION

The Bureau of Education & Training is seeking approval to enter into a five (5) year renewal lease commencing July 1, 2013 and ending June 30, 2018 for the continued provision of approximately 1,130 square feet of classroom space for their programs at 130 Pembroke Road, Concord NH. The total five year cost will be \$89,100 with the lease payable at a "gross" annual rent of \$17,820 which is \$15.77 per square foot, with the rate maintained at 0% escalation for the full five-year term. The rental rate includes the Landlord's provision of heat, sewer & water, electricity, real estate taxes, insurance, snow plowing & removal, building & site maintenance, and janitorial services to common areas such as the rest rooms.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 3, 2013  
Page 2 of 2

As required by Administrative Rule Adm., 610.06 "Public Notice," the NH Bureau of Education & Training conducted a search for rental space by soliciting "letters of interest" for leased space in the greater Concord NH area for a term of up to five (5) years through publication of a "Request for Proposal" in the Concord Monitor on March 8, 2013 and March 15, 2013, concurrently the Department of Administrative Services "Bureau of Planning and Management" posted the RFP specifications on their website. The space search produced only one proposal, the incumbent landlord, The Hodges Companies offering renewal of the current 1,130 square foot location at 130 Pembroke Road, Concord, NH.

The Office of the Attorney General has reviewed and approved this lease agreement.

Respectfully Submitted,



Linda M. Hodgdon  
Commissioner

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

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

**DATE:** May 17, 2013

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

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

**LESSEE:** Department of Administrative Services, Bureau of Education and Training, 25 Capitol Street, Concord, NH 03301

**LESSOR:** The Hodges Companies, 201 Loudon Road, Concord, NH 03301

**DESCRIPTION:** Lease Renewal Approval of the enclosed will authorize continued rental of two classrooms providing training space for Education and Training, the space is comprised of 1,130 square feet, located on the 2<sup>nd</sup> floor of 130 Pembroke Road, Concord NH

**TERM:** Five (5) years, commencing July 1, 2013 ending June 30, 2018

**OPTIONS:** None

**ANNUAL RENT:** Rent of \$17,820.00 which is \$15.77 per square foot shall remain fixed (0% escalation) for the five year term, total five-year rent: \$89,100.00

**JANITORIAL:** Landlord to provide services to all common areas (entrances, hallways, stairs, elevator and rest rooms); Tenant to provide services to classrooms

**UTILITIES:** Included in annual rent

**PUBLIC NOTICE:** Complied with all requirements by conducting competitive RFP process, only one proposal was received however - a renewal offer from the current landlord

**CLEAN AIR PROVISIONS:** The space is exempt from Clean Air requirements due to no personnel being assigned full-time (4 or more hours daily) occupancy of the space. The space also has operable windows providing fresh air as needed, and no air quality complaints have been made.

**BARRIER-FREE DESIGN COMMITTEE:** Approval recommended - no conditions

**DEMISE DOCUMENTS:** Authorized plan on file with Lessee and Lessor, and with DAS/Bureau of Planning and Management

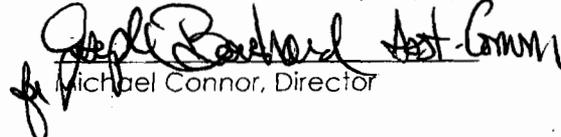
**OTHER:** Approval recommended

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

Reviewed and recommended by:  
Bureau of Planning and Management

  
Mary Belec, Administrator II

Approved by:  
Division of Plant and Property MGMT

  
Michael Connor, Director

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 2nd day of MAY 2013, by the following parties:

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

Name: The Hodges Companies

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 201 Loudon Road,

Street Address (principal place of business)

Concord, NH 03301 (603) 224-9221  
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: Administrative Services, Bureau of Education and Training

Address: 25 Capitol Street,

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

Concord, NH 03301 (603) 271-2291  
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: 130 Pembroke Road, 2nd floor classrooms "A" & "B"

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

Concord, NH 03301  
City State Zip

The demise of the premises consists of: approximately 1,130 square feet

(provide square footage of the leased space)

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

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

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

Commencing on the 1st day of July, in the year 2013, and ending on the 30th day of June, in the year 2018, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: AT  
Date: 5/2/13

3.2 **Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Five (5) year(s) commencing on the 1st day of JULY, in the year 2013, unless sooner terminated in accordance with the Provisions hereof.

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

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

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

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

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

4. **Rent:**

4.1 **Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (insert month, date and year) July 1, 2013

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

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

Landlord Initials: Ans  
Date: 5/2/13

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

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

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

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

**OR:**

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

**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: AJS  
Date: 5/2/13

**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:

Conducting classes and training on behalf of the Bureau of Education and Training

And other State of New Hampshire agencies

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

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

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

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

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

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

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

Landlord Initials: AG  
Date: 5/2/13

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

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

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

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

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

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

Landlord Initials: AJS  
Date: 5/2/13

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

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

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

**8.10 Interior finishes and surfaces:**

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

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

**See Exhibit B for delegation of parties responsible for Janitorial Services**

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

**OR:**

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

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

Landlord Initials: AMS  
Date: 5/2/13

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

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

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

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

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

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

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

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

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

Landlord Initials: AWJ  
Date: 5/2/13

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

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

**10.2 Schedule for Completion:** All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

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

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

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

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

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

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

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

Landlord Initials: AMS  
Date: 5/2/13

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

Landlord Initials: AK  
 Date: 5/2/13

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

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

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

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

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

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

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

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

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

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

Landlord Initials:           
Date: 6/2/13

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 performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

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

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

Landlord Initials:   AJJ    
Date:   5/2/13

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: Diane B Benoit  
Title: Vice President - Commercial Division  
Address: 201 Loudon Road, Concord NH 03301 Phone: (603) 224-9221  
Email Address: dbenoit@hodgescompanies.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: Mary (Kate) McGovern  
Title: Bureau Chief, Bureau of Education and Training  
Address: State House Annex, Rm 10 Phone: (603) 271-1429  
Email Address: mary.mcgovern@nh.gov

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

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

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

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

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

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

Landlord Initials: AB  
Date: 5/2/13

regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**26. Personnel:**

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

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

**28. Miscellaneous:**

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

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

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

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

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

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

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

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

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

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

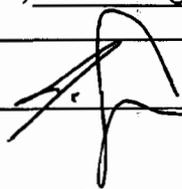
Landlord Initials: APJ  
Date: 5/2/13

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

TENANT: The State of New Hampshire, acting through its' Department of Administrative Services,  
Bureau of Education and Training

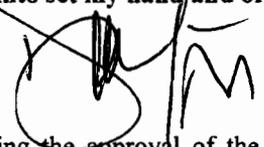
Authorized by: (full name and title) Diana M. Johnson, Commissioner

LANDLORD: (full name of corporation, LLC or individual) The Hodges Companies

Authorized by: (full name and title) \_\_\_\_\_  
  
Signature  
Print: Alan W. Johnson Treasurer  
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE  
OF: New Hampshire COUNTY OF: Merrimack  
UPON THIS DATE (insert full date) Alan W. Johnson May 2, 2013, appeared before  
me (print full name of notary) Diane B. Benoit the undersigned officer personally  
appeared (insert Landlord's signature) Alan W. Johnson  
who acknowledged him/herself to be (print officer's title, and the name of the corporation) Treasurer -  
Hodgis Development Corporation and that as such

Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing  
him/herself in the name of the corporation.  
In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)



DIANE B. BENOIT, Notary Public  
My Commission Expires March 28, 2017

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: 5/26/13  
Approving Attorney: M. K. Brown

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

Landlord Initials: AWJ  
Date: 5/2/13

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

**EXHIBIT A  
SCHEDULE OF PAYMENTS**

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

The rent due for the Tenant's 1,130 square foot Premises during the FIVE -YEAR Term shall be in accordance with the following rental schedule:

**Rental Schedule:**

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	Approx.% change per year
1	July 1, 2013 – June 30, 2014	\$15.77	\$1,485.00	\$17,820.00	
2	July 1, 2014 – June 30, 2015	\$15.77	\$1,485.00	\$17,820.00	0%
3	July 1, 2015 – June 30, 2016	\$15.77	\$1,485.00	\$17,820.00	0%
4	July 1, 2016 – June 30, 2017	\$15.77	\$1,485.00	\$17,820.00	0%
5	July 1, 2017 – June 30, 2018	\$15.77	\$1,485.00	\$17,820.00	0%
<b>Total for five-year term:</b>				<b>\$89,100.00</b>	

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

N/A: no additional payments or costs shall be due or payable

Landlord Initials: APJ  
Date: 5/2/13

## EXHIBIT B

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

1. Landlord: shall provide janitorial services and supplies to all common and shared use areas of the Premises, these areas include but are not limited to the building entrances, corridors, rest rooms, stairways and elevators. Performance of janitorial duties shall include:
  - a. Daily vacuuming of all common/shared use area floors
  - b. Daily damp mop cleaning of the resilient flooring in the rest rooms
  - c. Daily cleaning of all fixtures and surfaces within the rest rooms
  - d. Consistent and timely provision of all supplies within the rest rooms such as toilet paper and paper towels, and;
  - e. Daily disposal of all office rubbish from the wastebaskets and containers within the rest rooms and other common areas
  - f. Rest Rooms floors thoroughly cleaned (built up dirt shall be scrubbed off floor ) at least once per week
  - g. Walls on wet wall of rest room which become marked by soap dispenser scum shall be scrubbed clean at least once per week.
  
2. Tenant: shall provide janitorial services and supplies within the area of the Premises that are designated for their exclusive use, this area is comprised of classrooms "A" and "B".
  - a. Tenant shall collect and lawfully dispose of all office rubbish on an "as needed" basis, which is typically at least twice per week. Tenant shall not allow any garbage which may cause odors or attract pests to remain overnight.
  - b. Tenant shall collect and convey for recycling commodities viable for such recycling

Landlord Initials: AMS  
Date: 5/2/13

## EXHIBIT C

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

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

All improvements the AB Committee recommended prior to inception of the previous rental term for the Premises were completed, however a number of minor issues require remedy therefore the following shall be provided:

Not later than thirty (30) days after inception of the term the Landlord shall, at their sole expense, complete the following improvements:

1. The parking area adjacent to the building which provides nine barrier-free spaces and access aisles shall have all large cracks repaired so that the path of travel is firm, stable and slip-resistant, with a smooth walking surface in accordance with ANSI 302.1; ADAAG 302.
2. Repair the broken floor tile on the interior side of the public entry threshold so that the walking surface is firm, stable and slip-resistant in accordance with ANSI 302.1, ADAAG 302.1 and ANSI 403.4, ADAAG 403.
3. Toilet Paper holders: located in the wheelchair accessible men's and women's restrooms on the 2<sup>nd</sup> floor shall be repositioned as follows to conform with barrier-free design codes:
  - a. When measured "on center" each dispenser shall be 7" to 9" in front of the toilet seat edge
  - b. When measured "on center" each dispenser shall be 15" to 48" above the floor, while maintaining clear reach at the horizontal handrail below.

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

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

Exemption from this requirement is provided by Env-A 220.5, for no testing is required for this particular space due to its use as "classroom" rather than "office" space. Further grounds for exemption are conferred by no employees being housed in this space, employee do not typically continuously occupy the space for four (4) hours or more on a daily basis. In making this statement of exemption it is disclosed that no "air quality" complaints regarding this space have been made, no air quality issues are known to exist, and the space has operable windows.

Landlord Initials: AS  
Date: 5/2/13

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

Scope of improvements shall be limited to the provisions set forth in Part I above and maintenance and repair of the following; these repairs shall be completed by the Landlord not later than thirty (30) days after inception of the term.

1. Existing double hung operable windows – problem to be repaired: approximately four windows are very difficult to open; or close, and once open the upper sash slides all the way down; thereafter it's very difficult to hook the latch on the lower sash to fully close them.
2. Window Blinds – problem to be repaired: approxemerly four of the blinds no longer work – they don't go up & down
3. Air Circulation in Classroom B – problem to be addressed: either too cold in the winter or too hot in the summer. Adjust air flow in mechanical system to improve comfort level.

**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 Tenant shall recycle "waste products for which markets are available." The following products are included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass). The Tenant shall provide quarterly detailed reports to the Department of Administrative Services Division of Plant and Property that identifies the type of waste or recycled waste products by type and quantity (weight).
2. The Landlord agrees that should the Tenant wish to do so they will be allowed to provide and maintain a recycled content collection dumpster in a location of the Landlords choosing on the site to which the Premises are a part. The Tenant shall be solely responsible for providing maintenance and collection services for this dumpster.

Landlord Initials: AMS  
Date: 5/2/13

**EXHIBIT D  
SPECIAL PROVISIONS**

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

Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

Landlord Initials: AS  
Date: 5/2/13



STATE OF NEW HAMPSHIRE  
GOVERNOR'S COMMISSION  
ON DISABILITY

Margaret S. Hassan, Governor  
Paul Van Blarigan, Chairman  
John W. Richards, MSW, MBA, Executive Director

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

April 16, 2013

To the Honorable Governor Margaret Hassan and Members of the Executive  
Council

Requested Action

**RECOMMENDATION REGARDING LEASE APPROVAL**

**Lessee:** Administrative Services, Bureau of Education and Training  
**Location:** 130 Pembroke Road, Concord, NH 03301  
**Lessor:** HKH Associates, Inc. 99 Airport Road, Concord, NH 03301  
**Term:** August 1, 2013– July 31, 2018

The Architectural Barrier Free-Design Committee respectfully recommends that the subject **LEASE RENEWAL** of approximately 1,130 Square Feet of Space square feet of space be approved, with the following conditions.

No later than thirty (30) days after the commencement of the Term herein, the following improvements and renovations to the Premises. Any and all renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (Americans with Disabilities Act 2010 Standards for Accessible Design), the NH State Building Code (IEBC/2009, IBC/2009 as amended, ICC/ANSI A117.1/2003, as amended), the NH State Fire Code Saf-c 6000, and Title II of the Americans with Disabilities Act 2010 (ADAAG citations). When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.

1. Repair the large cracks in the path of travel and within the accessible parking spaces so that the path of travel is firm, stable and slip-resistant, with a smooth walking surface in accordance with ANSI 302.1; ADAAG 302.

2. Repair the crack at the doorway entry tile so that the walking surface is firm, stable and slip-resistant in accordance with ANSI 302.1, ADAAG 302.1 and ANSI 403.4, ADAAG 403.

This recommendation is based upon the site-surveys completed by Administrative Services and by the Accessibility Specialist, and on the assurances of that agency's ADA Coordinator. The Accessibility Specialist 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 4-23-13