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

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November 26, 2018

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a **retroactive** five (5) year lease agreement with the County of Hillsborough (Vendor #177406) Goffstown, NH 03045, for an amount not to exceed \$942,636, which shall provide courtroom and office space for the 9<sup>th</sup> Circuit – District Division – Goffstown comprised of approximately 8,342 square feet located at 329 Mast Road, Goffstown, upon approval for the period December 1, 2018 through November 30, 2023. **100% Transfer Funds (transfer from AOC, Rent from Other Agencies).**

Funding is available from account # 01-14-14-141510-20450000, Department of Administrative Services, Bureau of Court Facilities, contingent upon the availability and continued appropriations with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

022-500248 Rent to Owners Non State Space

<u>SFY19</u>	<u>SFY20</u>	<u>SFY21</u>	<u>SFY22</u>	<u>SFY23</u>	<u>SFY24</u>
\$107,156	\$185,299	\$187,536	\$189,961	\$192,249	\$80,435

**EXPLANATION**

This request is **retroactive** as a result of the delayed receipt of the required Letter of Opinion (Exhibit G of the lease agreement) from the Architectural Barrier-Free Committee ("AB Committee"). Despite timely submission of the ADA assessment documentation to the AB Committee for the scheduled September meeting, the Committee did not have a quorum and therefore were not able to issue an approved Letter of Opinion causing an unexpected delay. Following the AB Committee's October meeting, the Letter of Opinion was received by the Bureau on October 25, 2018. Subsequently, pending receipt of the Letter of Opinion, the Hillsborough County Board of Commissioners ratified the lease agreement on November 7, 2018 and provided a

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and the Honorable Council  
November 26, 2018  
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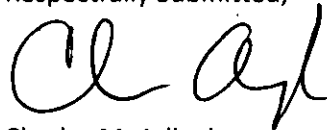
fully executed agreement on November 21, 2018. This did not allow sufficient time to seek Governor and Council approval prior to the December 1, 2018 commencement date.

Approval of the enclosed five year lease agreement will authorize the Bureau of Court Facilities to continue renting the premises which provides courtroom and office space for the 9<sup>th</sup> Circuit Court – District Division – Goffstown located at 329 Mast Road, Goffstown, NH.

The parties reached agreement for a 1% increase in year one, three and five, and a 1.5% increase in year two and four. The annual rental cost for the facility in each year of the agreement shall be \$183,696 or \$22.02 per square foot in year one, \$186,444 or \$22.35 per square foot in year two, \$188,316 or \$22.57 per square foot in year three, \$191,136 or \$22.91 per square foot in year four, and \$193,044 or \$23.14 per square foot in year five. The rate includes the provision of all site maintenance and utilities with the exception of the telecommunications services. The provision for janitorial services is not included in the rental rate and is an additional expense of approximately \$11,000 annually.

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

Respectfully Submitted,

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

Charles M. Arlinghaus  
Commissioner

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 7th day of November 2018, by the following parties:

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

Name: County of Hillsborough acting by and through its Board of Commissioners

(if corporation, give full corporate name)

State of Incorporation: N/A

(if applicable)

Business Address: 329 Mast Road

Street Address (if corporation, give principal place of business)

<u>Goffstown</u>	<u>NH</u>	<u>03045</u>	<u>(603) 627-5602</u>
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 Court Facilities

Address: State House Annex, Rm. 115, 25 Capitol Street

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

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-7977</u>
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: 329 Mast Road, Bouchard Bldg, space on 2<sup>nd</sup> floor

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

<u>Goffstown</u>	<u>NH</u>	<u>03045</u>
City	State	Zip

The demise of the premises consists of: Approx. 8,342 sq ft of rental space total  
floors

SEE EXHIBIT E HEREIN FOR TEXT MODIFYING 2

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

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

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

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of 5 years, commencing on the 1st day of December, in the year 2018, and ending on the 30<sup>th</sup> day of November, in the year 2023, unless sooner terminated in accordance with the Provisions hereof.

3.2 IS HEREBY DELETED IN ENTIRETY

3.2 Delay in Occupancy: ~~If for any reason including, but not limited to, Landlord's failure to complete preparation of the premises for occupancy by the Tenant, the Landlord shall be unable to deliver possession of the premises on the date of commencement of this lease, the date for commencement of the Term and the time for performance of all conditions and covenants of Tenant hereunder shall at the Tenant's option, be postponed until possession of the Premises is given, or until such reasonable time as the Landlord shall complete all~~

necessary preparations:

**3.2.1 IS HEREBY DELETED IN ENTIRETY**

**3.2.1 Delay in Occupancy, Commencement Date Extensions: ~~SELECTED~~**

*(optional clause, replaces 3.2 above, applicable only if the selection box is marked)*

If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for the performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as \_\_\_\_\_ days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null and void without recourse to the parties hereto.

**3.3 IS HEREBY DELETED IN ENTIRETY**

**3.3 Extension of Term:** The Tenant shall have the option to extend the Term for *(insert text)* 0 Additional term(s) of 0 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.

**SEE EXHIBIT E HEREIN FOR TEXT REPLACING 3.4**

**3.4 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 the Term, and any extensions 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, Additional Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B. The first such installment to be and payable on the following date: *(insert month, date and year)* December 1, 2018. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

**4.2 IS HEREBY DELETED IN ENTIRETY**

**4.2 Additional Rent:** *(optional escalation, applicable only if the selection box is marked)*  **SELECTED**  
The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

**4.2.1 Tenant's Share of Increased Operating Expenses:** The Tenant agrees that a pre-established percentage of any increase in the Landlord's operating expenses over the cost of such expenses at the commencement of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: *(insert definition in the space provided, or define in "Exhibit B" herein)*

**4.2.2 Tenant's Share of Increased Taxes:** The Tenant shall pay the Prorated Share of any increase in real estate taxes levied against the building of which the Premises are a part, this increase shall be based upon taxes exceeding those incurred or levied during the tax year ending on the following date: *(insert date)*

**4.2.3 Determination of Prorated Share:** Tenant's Prorated Share, used to determine the Tenant's share of additional operating expenses and increased taxes under sections 4.2.1 and 4.2.2, represents the ratio of The total square footage of the Premises against the total square footage of the building of which the Premises are a part.

**4.2.4 Procedure for requesting Additional Rent:** The Landlord shall give the Tenant written notice at least 30 working days in advance of any increase in rent, including within such notice all relevant documents as evidence of the validity of the request. After the Tenant receives the Landlord's notification of increased expenses or taxes, the Tenant shall make payment on the increases in equal installments corresponding to the payments of the Rent hereunder. Payment of increases shall begin with the next installment of Rent, which is due at least thirty (30) days after the receipt of notice. Notwithstanding the foregoing, nothing contained herein shall obligate the Tenant to pay any increases in taxes due to improvements made by the Landlord (except for improvements made to, or benefiting the Premises) or any increase in operating expenses due to increased use. Any annual increase hereunder shall be prorated should the Lease terminate before the end of the calendar year.

**4.2.5 Rebate or Refund of Rent to the Tenant:** If the Landlord receives any rebate, credit or refund of the said taxes or operating expenses, the Landlord shall refund to the Tenant the prorated share of any such rebate, credit, or refund. If said rebate should result in a permanent reduction to the afore-mentioned operating costs or taxes, the Rent hereunder shall be reduced in a corresponding manner.

**5. Conditional Obligation of the State: SEE EXHIBIT E HEREIN FOR TEXT REPLACING 5**  
Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available such funds. In the event that any portion of such funds are terminated, 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. 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 and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the 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 clauses below, indicating the selection with an "x")**

The Landlord shall furnish, and the Tenant shall remit reimbursement for, all utilities except those listed Below:

**OR:**

The Landlord shall at his own and sole expense furnish all utilities, except those listed below:  
Utilities and maintenance items not included in the statement selected above shall be defined as the following:  
(document the utilities not to be provided in the space below, or further define in Exhibit E)

The Tenant shall be responsible for the provision and direct payment to the provider of telecommunications services and data services required in the Premises.

The Landlord agrees to furnish heat and air-conditioning to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) the temperature of the Premises during the Tenant's business hours shall be maintained within the range of 68 to 75 degrees F, and humidity shall be within the range of 20 to 60 percent. Heating and air-conditioning shall also be provided to the common hallways, stairways, elevators and lavatories during the Tenant's business hours. Tenant agrees that provision of heat 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 ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides air-conditioning and humidity control, then the foregoing requirements for cooling and artificially controlled humidity do not apply.

7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same:**

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* Providing space for use by the Goffstown Circuit Court and Itinerant office space for the Department of Health and Human Services Division of Juvenile Justice Services. and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. **Maintenance and Repair: SEE EXHIBIT E HEREIN FOR TEXT MODIFYING 8.1**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "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 shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. 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 Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, 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, the 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 is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

**SEE EXHIBIT C HEREIN FOR TEXT REPLACING 8.2**

8.2 **Janitorial Services:** ~~(Select one of the options below by marking the appropriate box)~~

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

~~Janitorial Services shall be the Tenant's responsibility.~~

**SEE EXHIBIT E HEREIN FOR TEXT MODIFYING 8.3**

8.3 **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 fifteen (15) 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 Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

**SEE EXHIBIT E HEREIN FOR TEXT REPLACING PARAGRAPH 9, 9.1 AND REPLACING 9.1.3.**

9. **Alterations, etc.:** ~~The Tenant may, at it its own expense, make any alterations, additions or improvements to the premises; provided that, where such work is of a structural nature, the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.~~

9.1 **Manner of Work:** ~~All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, 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 alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike Manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:~~

9.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing, accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.

9.1.2 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 all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

See exhibit  
E for text  
replacing  
9.1.3

~~9.1.3 The Landlord, 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.~~

**9.2 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. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

**10. Improvements to the Premises:**  **Selected** (*applicable only if the "improvements" are to be performed and paid for by the landlord*) The Tenant and Landlord have agreed that prior to the commencement of the Term, the Landlord will make certain additions, alterations, and 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 as described in detail within the specifications and plans for improvements set forth, or attached as, Exhibit D Part III hereto. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

**10.1 Plans, Standard of Work, etc.:** All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.

**10.1.1 Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.2.1 for the commencement of the rental payments and Tenant occupancy.

**10.2 Landlord's Delay in Completion; Tenant's Options:**

**10.2.1 Extension of Time for Completion:** If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) NA days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) NA days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

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

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

**B. Occupancy of Premises "As is":** Occupy the Premises in 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  
Landlord completes the scheduled improvements; or

**C. Completion of Improvements by Tenant:** Complete the improvements at its' 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:** In accordance with paragraph 3.2. 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 with advance notice to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this 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.  
**SEE EXHIBIT E HEREIN FOR TEXT REPLACING PARAGRAPH 12**
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 shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.~~  
**SEE EXHIBIT E HEREIN FOR TEXT MODIFYING PARAGRAPH 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 of 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.  
**SEE EXHIBIT E HEREIN FOR TEXT REPLACING PARAGRAPH 14**
14. ~~Assignment and Sublease: This lease shall not be assigned by the Landlord or Tenant without the prior written consent of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.~~  
**SEE EXHIBIT E HEREIN FOR TEXT REPLACING PARAGRAPH 15**
15. ~~Insurance: During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain 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. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".~~  
**Paragraph 15.1 IS HEREBY DELETED IN ENTIRETY**
- 15.1 ~~Waiver of Subrogation: (optional clause, applicable only if selected)  Selected~~  
Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.
16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all 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:  
**SEE EXHIBIT E HEREIN FOR TEXT REPLACING PARAGRAPH 16.1**
- 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, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 17. Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality 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, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of its intention to restore the Premises, or:
- 17.2 Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. 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:
- 18.1.1 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:
- 18.1.2 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.
- SEE EXHIBIT E HEREIN FOR TEXT REPLACING PARAGRAPH 18.2**
- 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.


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 surrender the Premises to the Landlord, together with 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 and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
- SEE EXHIBIT E HEREIN FOR TEXT REPLACING PARAGRAPH 20**
20. **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.~~
21. **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.
22. **Miscellaneous: SEE EXHIBIT E HEREIN FOR TEXT REPLACING PARAGRAPH 22.1**
- 22.1 **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.~~
- 22.2 **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.
- 22.3 **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.
- 22.4 **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.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **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.
- 22.7 **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.
- 22.8 **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.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.  
**SEE EXHIBIT E HEREIN FOR TEXT REPLACING PARAGRAPH 22.10**
- 22.10 **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 adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.~~

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

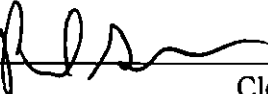
**TENANT:** The State of New Hampshire, acting through its' Department of Administrative Services

Authorized by: (give full name and title)   
Charles M. Arlinghaus, Commissioner

**LANDLORD:** (give name of either the corporation or the individual) Hillsborough County, by its Board of Commissioners

Authorized by: (give full name and title)   
Chairman


Authorized by: (give full name and title)   
Vice Chairman

Authorized by: (give full name and title)   
Clerk

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Hillsborough  
UPON THIS DATE (insert full date) November 7, 2018, appeared before me (print full name of notary) Carolyn M. Kirby the undersigned officer personally appeared (insert Landlord's signature) Toni Pappas, Robert Rowe + Paul Bergson who acknowledged him/herself to be (print officer's title, and the name of the corporation) Hillsborough County Board of Commissioners 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)

  
Notary Public/Justice of the Peace



**APPROVALS:**

For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".

**Approved by the Hillsborough County Executive Committee as to form, substance and execution:**

Approval date: 07-27-2018

Signature of Chairman: Don LeBrun

**Approved by the Hillsborough County Delegation as to form, substance and**

Approval date: 09-12-2018

Signature of Chairman: Don LeBrun

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

Approval date: 12/6/18

Approving Attorney: Duane Martin

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

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

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

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

**EXHIBIT A**

*Exhibit A: Replace this page with an accurate floor plan of the leased premises, labeled "Exhibit A". Illustrate the extent of the premises that are for the Tenant's exclusive use, making notation of any shared space such as entrance lobbies, stairs, elevators or rest rooms.*

1. The Premises are comprised of approximately 8,342 square feet of total useable space. The total space is comprised of approx. 7,277 square feet of usable 2<sup>nd</sup> floor space to be used by the Goffstown Circuit Court and approx. 905 square feet of usable 2<sup>nd</sup> floor space to be used by the Division of Juvenile Justice Services and approx. 160 square feet of usable storage space located on the second level. These spaces are located within the building to which the Premises are a part.
2. In addition to the use of the Premises, the Tenant and the Tenant's visitors shall have the right to use the adjacent parking lot areas serving the building to which the Premises are a part. The Landlord will make available five (5) accessible parking spaces located in the parking area adjacent to the east side of the so called Administrative Building which spaces shall be shared among the Landlord's tenants and visitors. Use of the parking lots shall be at no additional charge, included in the annual rent set for the herein.
3. 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. 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

**EXHIBIT B**

**Exhibit B:** *If the annual rent is not as defined in section 4.1 herein, provide a monthly rental schedule of annual payments due during the initial Term, and during any optional extensions to the Term. Document any and all supplemental provisions that define or effect the annual rent.*

**RENTAL SCHEDULE**

The Premises are comprised of approximately 8,342 square feet of total useable space. The total space is comprised of approx. 7,277 square feet of usable 2<sup>nd</sup> floor space to be used by the Goffstown Circuit Court, approx. 905 square feet of usable 2<sup>nd</sup> floor space to be used by the Division of Juvenile Justice Services, (configured as shown in the floor plan attached herein) and approx. 160 square feet of usable storage space located on the second level. These square footage figures are used to calculate the “square foot cost” of the Premises set forth below.

The Tenant’s rental payments shall be due and payable in accordance with the following:

**Five year Rental Schedule for the Term:**

<b>Year</b>	<b>Lease Dates</b>	<b>Approx. Sq. Ft Cost (8,342)</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>	<b>Escalation above Prior Year</b>
1	12/01/18-11/30/19	\$22.02	\$15,308.00	\$183,696.00	1.0%
2	12/01/19-11/30/20	\$22.35	\$15,537.00	\$186,444.00	1.5%
3	12/01/20-11/30/21	\$22.57	\$15,693.00	\$188,316.00	1.0%
4	12/01/21-11/30/22	\$22.91	\$15,928.00	\$191,136.00	1.5%
5	12/01/22-11/30/23	\$23.14	\$16,087.00	\$193,044.00	1.0%
Total for 5-year term:				\$942,636.00	

*Annual rent has been rounded to the nearest whole number divisible and payable by twelve equal monthly payments.*

## EXHIBIT C

**JANITORIAL SERVICES:** *If janitorial services for the leased space are to be provided by the Landlord, (as stipulated in section 8.2 herein) define what those services will be, and how often they will be performed.*

1. The Tenant shall assume responsibility for and pay for all janitorial services to the areas of the Premises to which they have exclusive use. In addition to the foregoing, the Tenant shall assume responsibility for and pay for all janitorial services to the common areas on the 2<sup>nd</sup> floor of the Premises. These services shall include, but not be limited to, the following:
  - Daily Vacuuming of all floors in the Premises
  - Daily Damp mop cleaning of the resilient flooring in the rest room
  - Daily Cleaning of all fixtures and surfaces within the rest room
  - Consistent Provision of all supplies within the rest room, such as toilet paper and paper towels
  - Daily Disposal of all office rubbish from wastebaskets and containers within the Premises; and
  - Daily cleaning of the lounge area.
2. The Landlord shall assume responsibility for and pay for all janitorial services to the common areas of the Premises. These services shall include, but not be limited to, the following:
  - Daily Vacuuming of all floors in the common areas
  - Daily Damp mop cleaning of the resilient flooring in the common areas
  - Daily Cleaning of all fixtures and surfaces within the common areas; and
  - Daily Disposal of all office rubbish from wastebaskets and containers within the common areas.
3. The Landlord shall be responsible for the timely replacement of all expired light fixtures, lamps and/or ballasts throughout the premises.
4. The Landlord shall be responsible for cleaning interior and exterior surfaces of all windows within the Premises annually.
5. The Landlord is responsible for the timely provision of all services specified herein in section 8.1 "Maintenance".
6. The Tenant acknowledges that inmates of the Hillsborough County Department of Corrections will be on the property to which the Premises are a part conducting regular maintenance activities and on occasion, special projects on behalf of the Landlord. Inmates may from time to time be on the second floor of the building conducting such activities related to those portions of the floor that are not part of the Premises. Inmates will be allowed to enter the Premises unescorted.

## EXHIBIT D

### Provisions for "barrier - free" access, renovations, "clean air compliance", and recycling.

**Part I** "Barrier-Free" access is to be provided by making certain alterations (if any), which are to include all recommendations for change requested by the "Architectural Barrier-Free Access Committee" in "Exhibit G" herein. *Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access. Define who (Landlord or Tenant) shall be responsible for the cost, and the time frame allowed for completion.*

~~1. The Tenant shall correct Toilet paper dispenser locations so that the dispenser measures 7-9" in front of the toilet bowl to the middle of the toilet paper dispenser unit.~~

See Exhibit G attached hereto.

**Part II** Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "Certificate of Compliance") or shall be attained as follows:

The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Radon/Indoor Air Quality Program" shall be completed no later than thirty (30) days after Tenant's occupancy.

~~The Tenant (at Tenant's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with these rules the landlord shall submit notarized air testing results within five (5) days of receipt of the results to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Tenant or send a letter delineating the deficiencies. The Tenant shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.~~

The Tenant, at their sole expense, shall schedule and pay for the required testing within thirty (30) days after the commencement of the term. The Landlord shall fully cooperate to facilitate this testing, providing the testing consultants with timely access to the building and to the heating and ventilation mechanical systems.

In the event any deficiencies are noted in the testing results, the Landlord shall be solely responsible for providing remedy through repair and/or renovations to the premises. The Tenant shall consult with the Landlord's testing consultant (the provider of the initial "clean air" test) to gain and follow their recommendations regarding the best means of providing air quality remedy. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs, the Landlord shall conduct re-testing of any sections of the initial "clean air" test that initially failed to conform with standards in order to prove remedy has been provided.



**Exhibit D Continued:**

**Part III Improvements, Renovations or New Construction:** *Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.*

No improvements scheduled.

**Part IV Recycling:** *document whether or not there is a readily accessible community-recycling program the leased premises will utilize.*

The Tenant shall utilize any recycling services that become readily available at the Premises during the Term herein.

**EXHIBIT E  
SPECIAL PROVISIONS**

The parties' agreements concerning modifications (if any) to the foregoing standard provisions of this lease are as set forth below: *document any and all modifications, deletions or additions to, the standard text of the lease.*

**I. Additions to the standard provisions of this lease are as follows:**

**Special Provision 1:**

Hours of Use: The Tenant shall have the right to access and occupy the Premises, which includes the common areas defined in Exhibit A herein, during and after the close of the Landlord's regular business hours. Notwithstanding the foregoing, the Tenant shall have no right to access areas in the building to which the Premises are a part which have been designated as "restricted" by the Landlord. After hour access shall not interfere with the Landlord's use of inmates for maintenance in other areas of the building.

**II. Modifications to the standard provisions of this lease are set forth as follows:**

**Paragraph 2 "Demise of the Premises" is modified by the following:**

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.

**Paragraph 8.1 is modified by the following:**

- a. Both Parties agree that the responsibility of the Landlord is to clean all Heating and Ventilation System supply and return grills only and the responsibility for cleaning shall not include air ducts.
- b. Notwithstanding provisions of paragraph 8 or anything contained in this lease to the contrary, both parties agree that the Landlord shall use reasonable effort to keep all sidewalks, entrances, roadways, and parking areas free of snow and ice at all times. Both parties recognize that certain severe and extreme weather conditions may hinder the Landlord's ability to keep the aforementioned areas completely free of snow and ice at all times, but Landlord shall use best efforts to meet its obligations under this paragraph.

**Paragraph 8.3 is modified by the following:**

Both parties agree the Tenant shall utilize the State of New Hampshire's accepted business practices when contracting for repair of the conditions referenced in this paragraph.

**Paragraph 13 is modified by the following:**

Both parties agree that the time frames set forth in this paragraph shall be further defined as follows: Three (3) months is herein defined as ninety (90) days, and six (6) months is herein defined as one hundred-eight (180) days.

**III Replacement text to the standard provisions of this lease are set forth as follows:**

**Paragraph 3.4 "Conditions on the Commencement and Extension of Term" is deleted, and in place thereof is inserted:**

**3.4 Conditions on the Commencement of Term and any Extension or Amendment of Term:**

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this lease and the commencement of the Term and any extension or amendment of the Term is conditioned upon its' approval by all parties having authority, which on the part of the Tenant includes the State of New Hampshire Long Range

Capitol Planning and Utilization Committee and the Governor and Executive Council, and on the part of the Landlord includes the Hillsborough County Delegation and its Executive Committee. In the event that said approvals are not given until after the date set forth for commencement of the Term, the Term shall begin on the date all said approvals are obtained. In the event that said approvals and funding requests are denied, then this Lease shall thereupon immediately terminate, and all obligations hereunder of the parties hereto shall cease.

**Paragraph 5 “Condition Obligation of the State” is deleted and in place thereof is inserted:**

**5. Conditional Obligation of the State:** Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, 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 and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the 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.

**Paragraph 9 “Alterations, etc.” is deleted, and in place thereof is inserted:**

- 9. Alterations, etc:** The Tenant may, at its own expense, make 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.

**Paragraph 9.1 is deleted, and in place thereof is inserted:**

- 9.1 Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, 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 alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it issued. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner. Alterations to existing buildings and facilities shall comply with the following:

**Paragraph 9.1.3 is deleted, and in place thereof is inserted:**

- 9.1.3** Upon the occasion of either party performing any alteration or repair work, they shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.

**Paragraph 12 “Signs” is deleted, and in place thereof is inserted:**

- 12. Signs:** The Tenant shall at its own expense be responsible for providing and installing interior signage in the areas of the Premises to which they have exclusive use, and to the 2nd floor common area rest rooms. Prior to ordering and installing these signs they shall obtain approval from the Landlord, and any other approvals that the Tenant is subject to, obtaining said approvals in writing, such consent shall not be unreasonably denied. Notwithstanding any provision of this Agreement to the contrary, in no event shall the Tenant be required to obtain any approvals, or be subject to any local or municipal regulations, ordinances, or other requirements that do not apply against Tenant.
- a. The Tenant shall at its own expense be responsible for providing and installing an exterior sign and/or signs identifying the Tenant as an occupant of the building to which the Premises are a part. Prior to ordering and installing this sign or signs they shall obtain approval from the Landlord and the Town of Goffstown and any other approvals that the Tenant is subject to obtaining said approvals in writing, such consent shall not be unreasonably denied. At the end of the term all signs shall be removed by the Tenant, at the Tenant's expense, with the Tenant responsible for the repair of all damage due to such removal. Notwithstanding any provision of this Agreement to the contrary, in no event shall the Tenant be required to obtain any approvals, or be subject to any local or municipal regulations, ordinances, or other requirements that do not apply against Tenant.

- b. The Landlord shall at its own expense be responsible for providing and installing all exterior signs required by code and/or ordinance and as required for proper designation of all "accessible" parking spaces, access aisles, and/or paths of travel into the Building to which the Premises are a part. Prior to ordering and installing these signs the Landlord shall obtain approvals from all entities they are subject to obtaining said approvals in writing.

**Paragraph 14 "Assignment and Sublease:" is deleted, and in place thereof is inserted:**

14. **Assignment and Sublease:** This lease shall not be assigned by the Tenant without the prior written consent of the Landlord. The Tenant may sublet the second (2<sup>nd</sup>) floor space designated in "Exhibit A" herein for use by "Division of Juvenile Justice Services" to this Department of Health and Human Services state entity without prior written consent by the Landlord. The Tenant shall not however sublet the Premises or any portion thereof to any other entity without Landlord's written consent, such consent is not to be unreasonably withheld or denied.

**Paragraph 15 "Insurance:" is deleted, and in place thereof is inserted:**

15. **Coverage:** During the Term the Landlord shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability coverage against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such coverage shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" for purposes of negligence within the policy) against liability. Such coverage is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All coverage shall be issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such coverage, (or for the renewal thereof) which shall be attached herein as "Exhibit F".

**Paragraph 16.1 "Acts or Omissions of Landlord" is deleted, and in place thereof is inserted:**

- 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 sole negligence of the Landlord, its agents, servants, contractors, or employees.

**Paragraph 18.2 "Landlord's Default: Tenant's Remedies" is deleted, and in place thereof is inserted:**

- 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 fifteen (15) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a fifteen (15) 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.

**Paragraph 20 "Broker's Fees and Indemnification:" is deleted, and in place thereof is inserted:**

20. **Broker's Fees:** Both parties agree that they owe no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises.

**Paragraph 22.1 "Extent of Instrument, Choice of Laws, Amendment, Etc." is deleted, and in place thereof is inserted:**

- 22.1 **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in 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, and with the approval of said written instrument by all entities listed and set forth in 3.4 herein. Notwithstanding the foregoing or any provision of this Lease to the contrary, in no event shall any amendment take effect prior to the approval of said amendment

**Paragraph 22.10 "Incompatible Use" is deleted, and in place thereof is inserted:**

**22.10 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, within 300 feet of the Tenant's premises to any enterprise or activity whereby the efficient daily operation of the Tenant would be materially adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

**EXHIBIT F**

**Certificate of Insurance:** *This page is to be replaced by a copy of the Landlord's certification of insurance for the Leased premises.*



## CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex<sup>3</sup>) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex<sup>3</sup> is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex<sup>3</sup> is entitled to the categories of coverage set forth below. In addition, Primex<sup>3</sup> may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex<sup>3</sup>, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex<sup>3</sup> Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex<sup>3</sup>. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

<i>Participating Member:</i> Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045		<i>Member Number:</i> 608	<i>Company Affording Coverage:</i> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not		
<input type="checkbox"/> <b>General Liability (Occurrence Form)</b> <input type="checkbox"/> <b>Professional Liability (describe)</b> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Each Occurrence		
			General Aggregate		
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input type="checkbox"/> <b>Automobile Liability</b> Deductible    Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident)		
			Aggregate		
<input checked="" type="checkbox"/> <b>Workers' Compensation &amp; Employers' Liability</b>	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> Statutory		
			Each Accident		\$2,000,000
			Disease - Each Employee		\$2,000,000
			Disease - Policy Limit		
<input type="checkbox"/> <b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)		
<b>Description:</b> Proof of Primex Member coverage only.					

<b>CERTIFICATE HOLDER:</b>	<b>Additional Covered Party</b>	<b>Loss Payee</b>	<b>Primex<sup>3</sup> - NH Public Risk Management Exchange</b>  By: <i>Tammy Deweer</i>  Date: 11/6/2018    tdenver@nhprimex.org  Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax
State of NH, Dept of Administrative Services Bureau of Court Facilities State House Annex, Room 420 25 Capitol St Concord, NH 03301			



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<b>Participating Member:</b> Hillsborough County 329 Mast Road - Suite 114 Goffstown, NH 03045		<b>Member Number:</b> 608	<b>Company Affording Coverage:</b> NH Public Risk Management Exchange - Primex <sup>3</sup> Bow Brook Place 46 Donovan Street Concord, NH 03301-2624		
Type of Coverage		Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply	
<input checked="" type="checkbox"/>	<b>General Liability (Occurrence Form)</b>	7/1/2018	7/1/2019	Each Occurrence	\$ 1,000,000
	<b>Professional Liability (describe)</b>			General Aggregate	\$ 2,000,000
	<input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence			Fire Damage (Any one fire)	
				Med Exp (Any one person)	
	<b>Automobile Liability</b>			Combined Single Limit (Each Accident)	
	<input type="checkbox"/> Any auto			Aggregate	
	<b>Workers' Compensation &amp; Employers' Liability</b>			<input type="checkbox"/> Statutory	
				Each Accident	
				Disease - Each Employee	
				Disease - Policy Limit	
	<b>Property (Special Risk includes Fire and Theft)</b>			Blanket Limit, Replacement Cost (unless otherwise stated)	
<b>Description:</b> In regards to the Courthouse Lease, the certificate holder is named as Additional Covered Party, but only to the extent liability is based solely on the negligence or wrongful acts of the member, its employees, agents, officials or volunteers. This coverage does not extend to others. Any liability resulting from the negligence or wrongful acts of the Additional Covered Party, or their employees, agents, contractors, members, officers, directors or affiliates is not covered. The Participating Member will advise of cancellation no less than 10 days prior to cancellation.					

<b>CERTIFICATE HOLDER:</b>	<input checked="" type="checkbox"/>	Additional Covered Party		Loss Payee	Primex <sup>3</sup> - NH Public Risk Management Exchange
State of NH, Dept of Administrative Services Bureau of Court Facilities State House Annex, Room 420 25 Capitol St Concord, NH 03301					By: <i>Tammy Denver</i>
					Date: 11/6/2018    tdenver@nhprimex.org
					Please direct inquires to: <b>Primex<sup>3</sup> Claims/Coverage Services</b> 603-225-2841 phone 603-228-3833 fax



## **EXHIBIT G**

**Barrier-Free Access:** *Attached is the "Recommendation Concerning Lease Approval" letter, issued by the "Architectural Barrier-free Access Committee" of the "Governor's Commission on Disability", wherein recommendations concerning approval, conditions for approval, or disapproval, of the leased premises are given.*



## New Hampshire Governor's Commission on Disability

Christopher T. Sununu, Governor  
Paul Van Blarigan, Chair  
Charles J. Saia, Executive Director

**To:** Department of Administrative Services  
**From:** Architectural Barrier Free Design Committee  
**Date:** October 16, 2018  
**Re:** LETTER OF OPINION  
Pursuant to the New Hampshire Code of Administrative Rules, ADM 610.16  
(e) (3)

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**Location:** Goffstown District Court, 329 Mast Road, Goffstown NH 03045; and as more particularly described in the proposed lease.  
**Term:** 5 Years: December 1, 2018 through November 30, 2023  
**Lessee:** Administrative Services, Bureau of Court Facilities  
**Lessor:** County of Hillsborough acting by and through its Board of Commissioners

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.16 (e) (3), the Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements, subject to the completion of the conditions listed below. The subject lease was reviewed during the ABFDC's **October 16, 2018** meeting.

This Letter of Opinion, pursuant to ADM 610.16 (e) (3); The Administrative Rules of the Department of Administrative Services; is issued with the following conditions, if any, as referenced in EXHIBIT A and EXHIBIT B, and is subject to the limitations stated herein.

Upon completion, all renovations specified in the Lease agreement any supportive Design-Build Specifications and drawings or sketches; including but not limited to EXHIBIT B, and parking schematics; demonstrated at the ABFDC meeting on **October 16, 2018**, must comply with the provisions set forth in this letter and with the applicable New Hampshire Code for Barrier-Free Design. Although no comment or opinion is expressed regarding the New Hampshire State Building Code and the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the local or State authority having jurisdiction, for any necessary approvals.

The Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee cannot survey all state leased properties for compliance with the New Hampshire Code for Barrier Free Design or for compliance with the conditions stated in this Letter of

Opinion. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to ensure access for persons with disabilities; random site visits may be performed on an as needed basis for compliance regarding accessibility.

A representative for the Lessee or a designee of the Lessee must provide to the Governor's Commission on Disability proof of completion via photographs, invoices, or as outlined above, or as outlined in the exhibits, for the items listed therein, and shall certify to the Governor's Commission on Disability that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied. Should the Lessee not comply with the provisions of the Code for Barrier Free Design or the accessibility standards, or default on the completion of conditions; the Lessee, will rectify immediately after due notification by the Governor's Commission on Disability or the Architectural Barrier Free Design Committee.

The Lessee, a representative for the Lessee, or a designee for the Lessee agrees that should the term of the proposed lease be extended, the Lessee will contact and state to the Governor's Commission on Disability that there have been no material changes to the property, and that all conditions issued by the Architectural Barrier Free Design Committee, have been complied with. If the Lessee is not able to render such a statement or if any of the previously issued conditions have not been met, then the extension to the lease may need to be presented to the Governor's Commission on Disability for review and recommendation.

This Letter of Opinion is based upon a review of all provided documentation regarding the premises, and this Letter of Opinion is based on the assurances of the Lessee for compliance therein. Future review of existing and new documentation, as well as, future physical site visits may be conducted at the discretion of the Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee.

Respectfully submitted by the Architectural Barrier-Free Design Committee on this day of Tuesday, October 16, 2018.

A handwritten signature in cursive that reads "Eric Brand". Below the signature is a small circular stamp containing the initials "LAS".

Eric Brand, Chair  
Architectural Barrier Free Design Committee

Cc: Charles J. Saia, Executive Director

**EXHIBIT A - CONDITIONS:**

1. Tenant will add code-conforming "No Parking" signs to all access aisles located in the accessible parking areas east of the public entrance. Proof of completion in the form of photos and measurements will be submitted to the Governor's Commission on Disability by April 1, 2019.
2. Tenant will re-stripe the access aisles and accessible parking spaces located east of the public entrance to conform to sections 502.2.3 of the 2010 ADA Standards of Accessible Design and section 502.3 of ICC A117.1-2009. Proof of completion in the form of photos and measurements will be submitted to the Governor's Commission on Disability by April 1, 2019.
3. Tenant will repair the walking surface of the exterior accessible route to create a code-conforming, stable, firm, walking surface without openings or changes in level. Proof of completion in the form of photos and measurements will be submitted to the Governor's Commission on Disability by April 1, 2019.
4. Tenant will install a code-conforming room designation sign along the latch side of the conference room door. Proof of completion in the form of photos and measurements will be submitted to the Governor's Commission on Disability by November 30, 2018.
5. Tenant will adjust door closures of the male and female restroom entrance doors to 5# of opening force maximum. Proof of completion in the form of photos and measurements will be submitted to the Governor's Commission on Disability by November 30, 2018.
6. Tenant will fully complete and submit a current and GCD approved ADA Checklist for Existing Facilities with photographs and applicable documentation every (10) ten years, or sooner if lease is renewed, extended, amended, newly executed, or if construction or renovations are undertaken in any manner. On a case by case basis, and at the discretion of the GCD, tenant may postpone completion of the ADA Checklist for Existing Facilities.
7. At the discretion of the GCD, a site visit will be performed to review for accessibility and report as needed to the Architectural Barrier Free Design Committee. Site visit will be scheduled with the tenant at a mutually agreed upon date and time.

**EXHIBIT B** *NONE*

CERTIFICATE FOR  
MUNICIPALITIES

I, Paul G. Bergeron, of the County of Hillsborough, Do hereby certify to the following assertions:

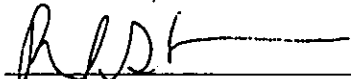
1. I am duly elected and acting Clerk for the Hillsborough County Board of Commissioners, which is in the State of New Hampshire;
2. I maintain and have custody of, and am familiar with, the minutes of the Hillsborough County Board of Commissioners'
3. I am fully authorized to issue certificates with respect to the contents of such records;
4. The following are true, accurate and complete copies of the resolutions adopted during an official meeting of the Hillsborough County Board of Commissioners. Said meeting was held in accordance with the laws and by-laws of the State, upon the following date: November 21, 2018.

**RESOLVED:** That this County shall enter into a contract with the State of New Hampshire, acting by and through its Commissioner or Administrative Services, providing for the performance by Hillsborough County of certain services as documented within the foregoing Lease, and that the officials listed, the Hillsborough County Board of Commissioners, Toni H. Pappas, Chairman, Robert H. Rowe, Vice-Chairman and Paul G. Bergeron, Clerk, on behalf of the County are authorized and directed to enter into said lease contract with the State of New Hampshire, and that they are 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 the County in order to accomplish the same.

**RESOLVED:** That the signature of the above authorized Commissioners of this County, when affixed to any instrument or document described in or contemplated by, these resolutions, shall be conclusive evidence of the authority of said parties to bind this County, thereby:

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 person have been duly elected to, and now occupy, the Office or Offices indicated
  - a. Chairman, Board of Commissioners: Toni H. Pappas
  - b. Vice-Chair, Board of Commissioners: Robert H. Rowe
  - c. Clerk, Board of Commissioners: Paul G. Bergeron

IN WITNESS WHEREOF: As the Clerk of this Board of Commissioners, I sign below upon this date:  
November 21, 2018

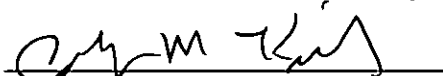


Paul G. Bergeron, Clerk

In the State of New Hampshire, County of Hillsborough

NOTARY STATEMENT: As Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE, COUNTY OF HILLSBOROUGH, UPON THIS DATE, November 21, 2018, appeared before me, Carolyn M. Kirby, Esq., the undersigned officer personally appeared, Paul G. Bergeron, who acknowledged himself to be Clerk of the Hillsborough County Board of Commissioners and that being authorized to do so he executed the foregoing instrument for the purposes therein contained, by signing by himself in the name of the County.

In witness whereof I hereunto set my hand and office



Carolyn M. Kirby, Esq.

