



Margaret Wood Hassan
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

MAY 08 '15 12:54 PM

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Peter M. Thomson
COORDINATOR

80 RB

April 23, 2015

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

REQUESTED ACTION

Authorize the NH Highway Safety Agency permission to amend its lease agreement with McCarthy Properties (Vendor Code 174409), P. O. Box 100, West Wareham, MA 02576, for an amount not to exceed \$16,279.98 an increase from \$172,479.90 to \$188,759.88 to provide a term extension of up to six (6) months effective August 1, 2015, through January 31, 2016, for 2,200 square feet of office space located at 78 Regional Drive, Building 2, Concord, NH. The original five year lease contract was approved at G&C meeting on January 13, 2010, item #13. 32% Federal and 68% Highway funds.

Funding is available from account #02-23-23-231015-75460000, NH Highway Safety Agency, contingent upon availability and continued appropriation of funds in the future operating budgets.

022-500248 Rent to Owners	FY 2016
Non State Space	\$16,279.98

EXPLANATION

The first amendment to the original five year lease was approved at the G&C meeting on January 14, 2015, Item #15 and provided an additional six (6) months of rental and occupancy effective February 1, 2015, through July 31, 2015, for \$16,279.98 to allow the Agency time to undertake and complete the State's required competitive lease RFP process. The enclosed amendment to the current NH Highway Safety Agency lease will provide up to an additional six (6) months of rental and occupancy effective August 1, 2015, through January 31, 2016. The amendment includes an option for early cancelation with thirty (30) days prior written notice to the Landlord, thus providing a flexible time frame for completing the proposed relocation of NH Highway Safety Agency to the Department of Safety.

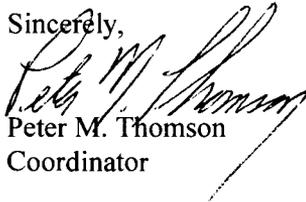
Under terms of this agreement, the Agency will continue to pay the current rent with 0% escalation at \$32,559.96 annually (\$14.80/square foot) in monthly payments of \$2,713.33; total payments shall not exceed six months which is \$16,279.98. This is a true "gross" lease, inclusive of all maintenance, utility, janitorial, tax and insurance costs.

(over)

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
April 23, 2015
Page 2

Funds available under appropriation 02-23-23-231015-75460000 022 500248 will cover this lease agreement. The Attorney General's Office has reviewed and approved this amendment. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Sincerely,



Peter M. Thomson
Coordinator

/djf
Enclosure

**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 7, 2015

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

LESSEE: NH Highway Safety Agency, 78 Regional Drive, Building #2, Concord NH

LESSOR: Gerald P McCarthy Properties, PO Box 100 West Wareham, MA 02576

DESCRIPTION: Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued occupancy of Highway Safety's current 2,200 square foot office located on the ground level of 78 Regional Drive, Building #2, Concord NH. The time provided (up to six months) by this extended term allows for resolution of certain legislation which may, if passed, cause the need to move the agency into Department of Safety "state owned" space.

TERM: August 1st, 2105 expiration date extended for no more than six (6) months January 31, 2106. The extended term can be canceled early by the Lessee with thirty (30) days advance written notice to Lessor.

RENT: The current rate of approx. \$14.80 per square foot which is \$32,559.96 annually shall remain unchanged (0% escalation) for the extended term, payable as \$2,713.33 per moth

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL: \$16,279.98 for Six (6) month term

PUBLIC NOTICE: Sole-Source amendment of current lease

CLEAN AIR PROVISIONS: None applicable to an amended term

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

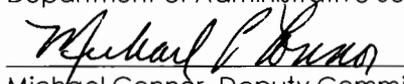
OTHER: Approval of the enclosed is recommended

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, April 22, 2015 and is by and between the State of New Hampshire acting by and through the New Hampshire Highway Safety Agency, (the "Tenant") and Gerald P. McCarthy Properties, (the "Landlord") P.O. Box 100 West Wareham, MA 02576.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 2,200 square feet of space located at 78 Regional Drive, Building #2, Concord, NH which was first entered into October 7, 2009, and approved by the Governor and Executive Council on January 13, 2010, item #13, and thereafter was amended to extend the term which was approved by the Governor and Executive Council on January 14, 2015, item #15, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas, the Landlord and Tenant are agreeable to entering into an additional holdover term extending the current Agreement and providing time needed to resolve certain pending legislation which may affect the Tenant's business, and such extension is necessary to allow the Tenant to continue making lawful monthly rental payments during any extended occupancy of the Premises, and;

Up to an additional six (6) months will be needed to resolve these matters however the Agreement expires well in advance of this;

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

Amendment of Agreement

3.1 Term: The expiration date of the current agreement, July 31, 2015 is hereby amended to terminate up to six (6) months thereafter, January 31, 2016.

- a) During the amended term the Tenant shall have the option to terminate this Agreement early by serving advance written notice to the Landlord; such notice shall be served at least thirty (30) days prior to such termination date.

4.1 Rent: The current annual rent of \$32,559.96 which is approximately \$14.80 per square foot will remain the same for the Amended Term, prorated to a monthly rent of \$2,713.33, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable August 1, 2015, or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. Monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms of the Agreement. The total rent to be paid under the terms of this amended agreement shall not exceed six (6) months which is \$16,279.98.

Initials: GM
Date: 4/22/15

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

During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) General Aggregate. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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

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

Initials: GMV
Date: 4/22/15

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

TENANT: State of New Hampshire Highway Safety Agency

Date: 4/28/15

By: [Signature]

LANDLORD: Gerald P. McCarthy Properties

Date: 4/22/15

By: Gerald P. McCarthy

Acknowledgement: State of New Hampshire, County of Merrimack.

On (date) April 22, 2015, before the undersigned officer, personally appeared Gerald P. McCarthy, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]

Commission expires: _____ Seal:

LEANNE M. LAVOIE, Notary Public
My Commission Expires **October 3, 2017**

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

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

By: [Signature] Assistant Attorney General, on 5/5/2015.

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 GERALD P. MCCARTHY PROPERTIES is a New Hampshire trade name registered on April 3, 1987 and that Gerald P. McCarthy presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April, A.D. 2015

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

William M. Gardner
Secretary of State

McCarthy Properties

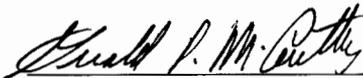
West Wareham, MA 02576

Phone: 508-291-1161 ♦ Fax 508-291-1160 ♦ www.mccarthy-properties.com

April 20, 2015

Certificate of Authority

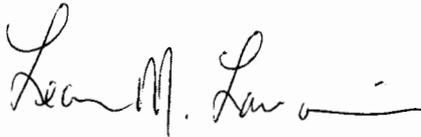
I, Gerald P. McCarthy, sole owner of McCarthy Properties certify that I am authorized to execute and sign all contracts and leases, including contracts or leases for the State of New Hampshire, on behalf of McCarthy Properties.



Gerald P McCarthy, Owner

NOTARY STATEMENT: As a Public Notary registered in the State of New Hampshire, upon the date of April 20, 2015 the above named Gerald P. McCarthy appeared before me and acknowledged the above CERTIFICATE OF AUTHORITY.

In witness whereof I hereunto set my hand and official seal



LEANNE M. LAVOIE, Notary Public
My Commission Expires October 3, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2015

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Jennifer Kokolis	
	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: jkokolis@crossagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Citizens Ins Co of America		31534
INSURER B: Hanover Insurance Group, Inc.		22292
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 15-16 GL & Umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		OBV9109541	4/25/2015	4/25/2016	EACH OCCURRENCE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		URV9124040 04	4/25/2015	4/25/2016	EACH OCCURRENCE \$ 4,000,000
	DED RETENTION \$					AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

NH Highway Safety Agency 78 Regional Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE M Hendershot, CIC/JSC <i>Meredith J Hendershot</i>
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Margaret Wood Hassan
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
78 REGIONAL DRIVE, BUILDING 2
CONCORD, N.H. 03301-8530

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Peter M. Thomson
COORDINATOR

*J+G
approved
11/14/15
#15*

November 26, 2014

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

Requested Action

Authorize the NH Highway Safety Agency permission to amend its lease agreement with McCarthy Properties (Vendor Code 174409), P. O. Box 100, West Wareham, MA 02576, for an amount not to exceed \$16,279.98 an increase from \$156,199.92 to \$172,479.90 to provide a six month extension of term effective February 1, 2015, through July 31, 2015, for 2,200 square feet of office space located at 78 Regional Drive, Building 2, Concord, NH . The original five year lease contract was approved at G&C meeting on January 13, 2010, item #13. 26% Federal and 74% Highway funds.

Funding is available from account #02-25-25-250015-30000000, NH Highway Safety Agency, contingent upon availability and continued appropriation of funds in the future operating budgets.

022-500248 Rent to Owners	FY 2015	FY 2016
Non State Space	\$13,566.65	\$2,713.33

Explanation

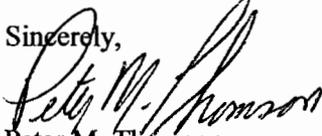
The enclosed amendment to the current NH Highway Safety Agency lease will provide an additional six months of rental and occupancy effective February 1, 2015, through July 31, 2015. The extended term is needed to allow time to undertake and complete the State's required competitive lease RFP process prior to entering into any subsequent proposed lease while continuing to make lawful payment of rent without interruption of occupancy and services.

Under terms of this agreement, the Agency will continue to pay the current rent with 0% escalation at \$32,559.96 annually (\$14.80/square foot) in monthly payments of \$2,713.33; total payments shall not exceed six months which is \$16,279.98. This is a true "gross" lease, inclusive of all maintenance, utility, janitorial, tax and insurance costs.

(over)

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
November 26, 2014
Page 2

Funds available under appropriation 010 025 3000 022 0248 will cover this lease agreement. The Attorney General's Office has reviewed and approved this amendment. In the event that Federal Funds become no longer available, General Funds will not be requested to support this program.

Sincerely,

Peter M. Thomson
Coordinator

/djf
Enclosure

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 11/19, 2014 and is by and between the State of New Hampshire acting by and through the New Hampshire Highway Safety Agency, (hereinafter referred to as the "Tenant") and Gerald P. McCarthy Properties, (hereinafter referred to as the "Landlord") P.O. Box 100 West Wareham, MA 02576.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 2,200 square feet of space located at 78 Regional Drive, Building #2, Concord, NH which was first entered into on October 7, 2009, and approved by the Governor and Executive Council on January 13, 2010, item #13, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate Tenant's completion of a conforming "Request for Proposal" (RFP) process for leased space which been delayed due to insufficient and over-allocated resources in the administrating agency, and;

The Tenant will need up to six (6) months for completion of the ongoing lease RFP process and for authorization of any proposed replacement contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, January 31, 2015 is hereby amended to terminate up to six (6) months thereafter, July 31, 2015.

4.1 Rent: The current annual rent of \$32,559.96 which is approximately \$14.80 per square foot will remain the same for the Amended Term, prorated to a monthly rent of \$2,713.33, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable February 1, 2015, or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. Monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms of the Agreement. The total rent to be paid under the terms of this amended agreement shall not exceed six (6) months which is \$16,279.98.

Initials: GM
Date: 11/19/14

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

During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) General Aggregate. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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

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

Initials: GM
Date: 11/18/14

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

TENANT: State of New Hampshire Highway Safety Agency

Date: Nov. 26 2014

By: Robt M. Thomson

LANDLORD: Gerald P. McCarthy Properties

Date: 11/18/14

By: Gerald P. McCarthy owner

Acknowledgement: State of MA, County of Plymouth

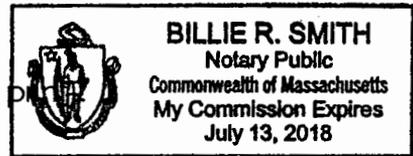
On (date) 11/18/14, before the undersigned officer, personally appeared Gerald P. McCarthy Gerald P. McCarthy, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Billie R. Smith

Commission expires: July 13, 2018 Seal:

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

Billie R. Smith, Notary Public



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

By: [Signature] Assistant Attorney General, on 12/8/14

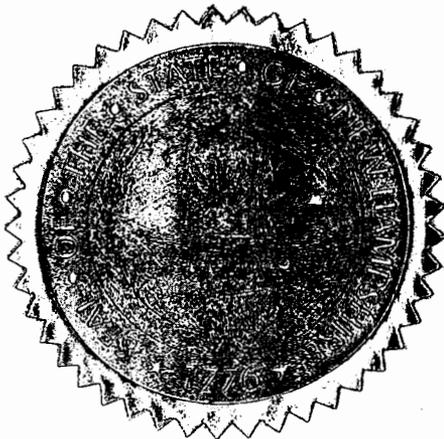
Approval by the New Hampshire Governor and Executive Council:

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 GERALD P. MCCARTHY PROPERTIES is a New Hampshire trade name registered on April 3, 1987 and that Gerald P. McCarthy presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of November, A.D. 2014

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

William M. Gardner
Secretary of State

McCarthy Properties

West Wareham, MA 02576

Phone: 508-291-1161 ♦ Fax 508-291-1160 ♦ www.mccarthy-properties.com

November 18, 2014

Certificate of Authority

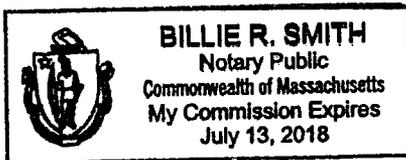
I, Gerald P. McCarthy, sole owner of McCarthy Properties certify that I am authorized to execute and sign all contracts and leases, including contracts or leases for the State of New Hampshire, on behalf of McCarthy Properties.


Gerald P McCarthy, Owner

NOTARY STATEMENT: As a Public Notary registered in the State of ~~New Hampshire~~ ^{Massachusetts AS}, upon the date of 11/18/2014 the above named Gerald P. McCarthy appeared before me and acknowledged the above CERTIFICATE OF AUTHORITY.

In witness whereof I hereunto set my hand and official seal







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2014

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Jennifer Kokolis PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: jkokolis@crossagency.com	
INSURED GERALD P MCCARTHY DBA GERALD PEMBROKE ROAD P. MCCARTHY PROPERTIES PO BOX 100 WEST WAREHAM MA 02576		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America NAIC # 31534 INSURER B: Hanover Insurance Group, Inc. 22292 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL14111823006 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		OBV9109541	4/25/2014	4/25/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		UBV9124040 03	4/25/2014	4/25/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

NH Highway Safety Agency
 78 Regional Drive
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

R Kittle, LPCS, CLCS/

Robin Kittle



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2014

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

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

PRODUCER Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 House	Phone: 603-424-9901 Fax: 866-848-1223	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Gerald P. McCarthy dba Gerald P. McCarthy Properties P O Box 100 West Wareham, MA 02576	INSURER A: AMGuard		42390
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	GEWC540388	05/31/2014	05/31/2015	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	

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

CERTIFICATE HOLDER

NH Highway Safety
 78 Regional Drive
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patrick S. Lapette

All Entity Information for: GERALD P. MCCARTHY PROPERTIES - Trade Name

Profile Details

<u>Status</u> Active	<u>Citizenship</u> <u>Inc.</u> 1		
<u>Charter #</u> 112413	<u>Duration</u> Perpetual	<u>Purpose</u> REAL ESTATE	<u>Fiscal Day</u>

Date Formed
4/3/1987

Notes: V:100081 P: Date:04/03/1987 PAID
REG BY GERALD P. MCCARTHY, 26
SHEEP DAVIS ROAD, CONCORD NH
03301
V:145136 P: Date:04/03/1992 PAID
REREGISTERED BY: (REC'D
12/30/91) GERALD P. MCCARTHY, 26
SHEEP DAVIS ROAD, PEMBROKE,
NH 03275
V:205165 P: Date:04/03/1997 PAID
REREG BY (REC 3/10/97) GERALD P.
MCCARTHY, 115 UNCLE BARNEY'S
RD, W DENNIS MA 02670
V:266410 P: Date:04/03/2002 PAID
RE-REG BY: (REC'D 01/07/2002)
GERALD P. MCCARTHY, P.O. BOX
100, WEST WAREHAM, MA 02576

Profile Events

Date: 04/03/1987 **Event:** Tradename Registration **Comment:**
Filed Document: Application for Registration of Trade
Name

DocID:

Committed **Effective:** 04/03/1987

Date: 04/03/1992 **Event:** Name Renewal **Comment:**
Filed Document: Application for Reregistration of Trade
Name

DocID:

Committed **Effective:** 04/03/1992

Date: 04/03/1997 **Event:** Name Renewal **Comment:**
Filed Document: Application for Reregistration of Trade
Name

DocID:

Committed **Effective:** 04/03/1997

Date: 04/03/2002 **Event:** Name Renewal **Comment:**
Filed Document: Application for Reregistration of Trade
Name

DocID:

Committed **Effective:** 04/03/2002



John H. Lynch
GOVERNOR

STATE OF NEW HAMPSHIRE
OFFICE OF THE GOVERNOR
HIGHWAY SAFETY AGENCY
PINE INN PLAZA
117 MANCHESTER STREET
CONCORD, N.H. 03301-5101

*H+C
Approved
1/13/10
Item # 13*

TDD Access: Relay NH 1-800-735-2964
603-271-2131
FAX 603-271-3790

Peter M. Thomson
COORDINATOR

December 23, 2009

His Excellency, Governor John H. Lynch
And the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the NH Highway Safety Agency to enter into a new, five (5) year and eighteen (18) day lease agreement with McCarthy Properties (Vendor Code No. 174409), PO Box 100, West Wareham, Massachusetts 02576; the cost shall not exceed \$156,199.92; the agreement shall provide 2,200 square feet of office space at 78 Regional Drive Building #2, Concord, New Hampshire 03301. The effective date of the agreement commences January 13, 2010, with the rental term commencing February 1, 2010, expiring January 31, 2015. Funding is estimated to be 26 percent Federal and 74 percent Highway funds.

Funding is available from account # 02-25-25-250010-30000000, NH Highway Safety Agency, contingent upon availability and continued appropriation of funds in the future operating budgets.

	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
022-500248 Rent to Owners Non State Space	\$12,650.00	\$30,600.00	\$30,360.00	\$31,276.65	\$32,559.96	\$18,993.31

EXPLANATION

Approval of the enclosed new lease agreement will authorize the NH Highway Safety Agency to relocate from its current office into 2,200 square feet of renovated space located at 78 Regional Drive, Building #2, Concord, New Hampshire, which shall house its eight employees, conference room, storage, and filing areas. Under the terms of the agreement the Landlord shall provide certain renovations prior to Tenant occupancy; therefore, the effective date of the term shall be eighteen (18) days prior to commencement of rental and occupancy, resulting in a five (5) year plus eighteen (18) day total contractual term.

As required by Administrative Rule Adm 610.09 "Public Notice", on September 25 and October 2, 2009, a space search was conducted through newspaper advertisements published in the "Concord Monitor" providing notice of the Agency's "Request for Proposal" (RFP) for leased space. The RFP and specifications for any proposed space were also posted on Administrative Service's web page at <http://www.state.nh.us/das/bpm/index.html> for broadened exposure.

His Excellency, Governor John H. Lynch
And the Honorable Council
December 23, 2009
Page 2

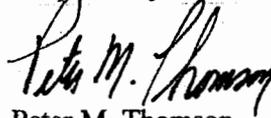
The space search produced four proposals initially; however, one – which was an offer to renew at the Agency's current location – was later rescinded. Please see the attached table for an outline of details pertaining to each of the four proposals. The least costly of the remaining three viable proposals was selected. Approval of the agreement will allow relocation of the Highway Safety Agency to 78 Regional Drive, Building #2, Concord, New Hampshire, prior to expiration of their current rental agreement on January 31, 2010.

The rental rate is structured to be payable as a gross lease inclusive of all renovation costs, heat, air conditioning, janitorial services, real estate taxes, insurance, and maintenance. The rental term and occupancy shall commence February 1, 2010, expiring five years thereafter with no options for extension on January 31, 2015. The rent for the 2,200 square foot space shall be \$13.80 per square foot which is \$30,360.00 annually for the first three years of the term. Year four the rent shall be increased to \$32,559.96 which is approximately \$14.80 per square foot, and this rate shall remain in effect for year five.

Approval of this new lease agreement will allow the Agency to relocate in a timely manner, continuing uninterrupted service to the State in a new accessible, secure, and cost effective environment.

The Office of the Attorney General has reviewed and approved this lease agreement, and the original contract is attached.

Respectfully submitted,



Peter M. Thomson
Coordinator

/djf
Enclosures

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 December 2009, by the following parties:

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

Name: ~~McCarthy Properties~~ Gerald P McCarthy Properties *J.M. 12/21/09*

(if corporation, give full corporate name)

State of Incorporation: NA

(if applicable)

Business Address: PO Box 100

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

West Wareham MA 02576 (508) 291-1161

City State Zip Telephone number

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

Department Name: NH Highway Safety Agency

Address: Pine Inn Plaza, 117 Manchester Street, Suite 3

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

Concord NH 03301 (603) 271-2131

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: 78 Regional Drive, Building #2

(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: approx. 2,200 square feet

(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 yrs + 18 days year(s), commencing on the 13th day of January, in the year 2010, and ending on the 31st day of January, in the year 2015, unless sooner terminated in accordance with the Provisions hereof.

3.2 deleted

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.~~ *J.M. 12/21/09*

J.M. 12-22-09

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 18 days (2/1/2010) 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 Extension of Term: The Tenant shall have the option to extend the Term for *(insert text)* zero (0) Additional term(s) of zero (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.

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 due and payable on the following date: *(insert month, date and year)* February 1, 2010. 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 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 commencements 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.

[Handwritten signatures and dates]
10/11/09
10/16/09

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:

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 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. 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 *(document the utilities not to be provided in the space below, or further define in Exhibit E)*

The Tenant shall be responsible for provision of telecommunications, making direct payment to the provider(s) thereof.

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.

*Prof. 12/11/09
12/12/09*

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)* Administrative office for the NH Highway Safety Agency

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

8. **Maintenance and Repair:**

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.

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.

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.

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:

Handwritten signatures and dates:
P... 12/11/09
L... 12/2/09

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).

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 3.1 for the commencement of the Term.

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*) _____ 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*) _____ 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 its current condition, in which event the rent hereunder shall be decreased by the 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 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.

Handwritten signature and date:
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11/12/09

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 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.
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.
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.

Standard provisions deleted, See Exhibit E herein text replacing 15 Insurance.

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".~~

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:

- 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.

Handwritten signatures and dates:
 S.M. 12/11/09
 L.M. 12/12/09

- 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 casualty, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, casualty 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, casualty, 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 his 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, casualty, 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.
- 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.

Prof 12/11/09
for 12/2/09

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.
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:**
- 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.
- 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.

Handwritten signature and date:
12/11/09
12/2/09

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 Highway Safety Agency

Authorized by: (give full name and title)

Peter M. Thomson, Coordinator N.H. Highway Safety Agency
PETER M. THOMSON, COORDINATOR, NH HIGHWAY SAFETY AGENCY

LANDLORD: (give name of either the corporation or the individual) McCarthy Properties

Authorized by: (give full name and title)

Gerald P. McCarthy
Signatures
Gerald P. McCarthy, Owner

Print:

Names & 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) December 3 2009, appeared before
me (print full name of notary) Linda F. Coleman the undersigned officer personally
appeared (insert Landlord's signature) Gerald P. McCarthy
who acknowledged him/herself to be (print officer's title, and the name of the corporation) OWNER
McCarthy Properties

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

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

Linda F. Coleman

LINDA F. COLEMAN, Notary Public
My Commission Expires September 9, 2014

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 Department of Justice as to form, substance and execution:

Approval date: December 17, 2009

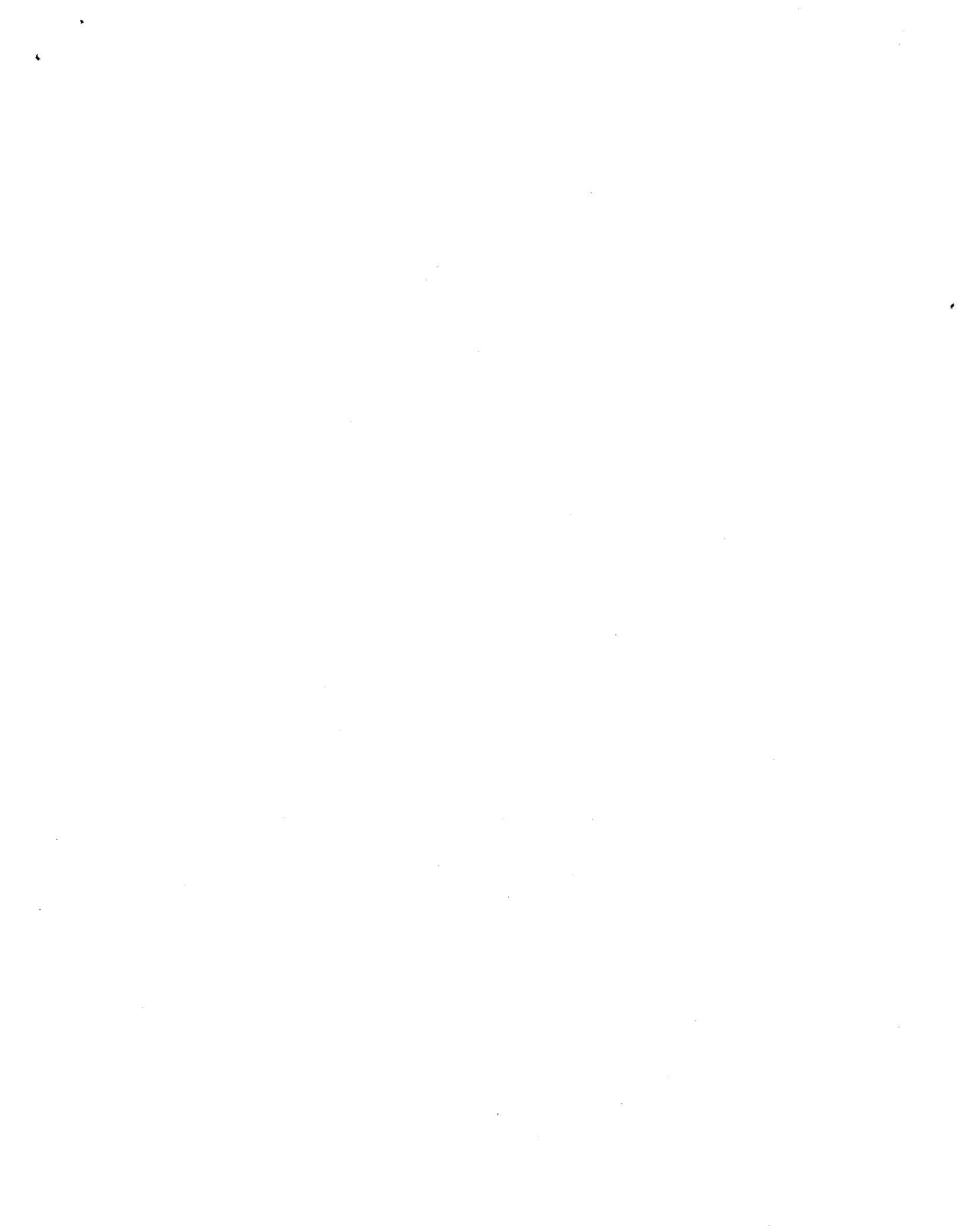
Approving Attorney: Suzan M. Lehmann
Suzan Lehmann

Approved by the Governor and Executive Council:

Approval date: January 13, 2010

Signature of the Deputy Secretary of State: [Signature]

PP 12/11/09
LA 12/2/09



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

EXHIBIT A

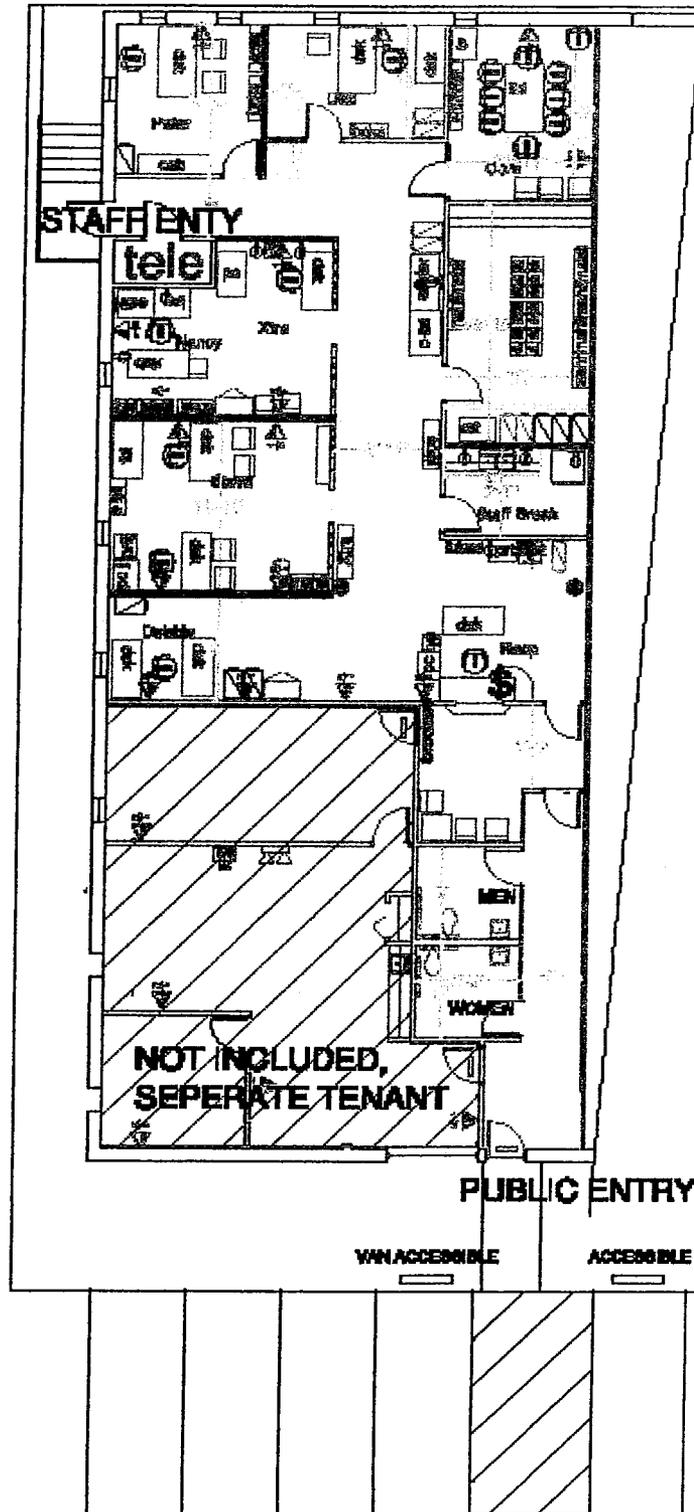
Exhibit A: *Replace this page with an accurate floor plan of the leased premises, labeled "Exhibit A". Illustrate the extent of the premises that are for the Tenant's exclusive use, making notation of any shared space such as entrance lobbies, stairs, elevators or rest rooms.*

1. The total demise of the Tenant's Premises is approximately 2,200 of office space; configured as shown in the attached floor plan. The common areas of the building - rest rooms and public entrance corridor - shall also be provided for the use of the Tenant, shared with the adjacent building occupant.
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; said use shall be at no additional charge, included in the annual rent.
3. The Tenant shall have the right to leave two state vehicles parked overnight and on weekends, the vehicles shall be parked in an area of the parking lot designated by the Landlord.
 - o The Tenant shall also have the right to occasionally (as circumstance of "out of state" travel may require) leave one or two personal cars parked overnight or on weekends. The vehicles shall be parked in an area of the parking lot designated by the Landlord.
4. The Tenant shall have the right to located a "recycling contents" dumpster in the parking lot area in a location designated by the Landlord. The "recycling contents" dumpster shall be provided and maintained by the Tenant's recycling vendor.

Rmf. 12/11/09
for 12/2/09

EXHIBIT A: FLOOR PLAN

**EXHIBIT A: DEMISE OF PREMISES
HIGHWAY SAFETY, 78 REGIONAL
DRIVE, CONCORD NH 2,200 SF**



*pmf 12/11/09
VIA 12/1/09*

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 2,200 square feet of usable space as set forth in "Section 2" and "Exhibit A" herein; this figure has been utilized in calculating the approximate "square foot cost" of the Premises.

The rent due for the Premises during the Five (5) Year Term shall be as follows:

Year	Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	Annual Increase
1	February 1, 2010 – January 31, 2011	\$13.80	\$2,530.00	\$30,360.00	
2	February 1, 2011 – January 31, 2012	\$13.80	\$2,530.00	\$30,360.00	0%
3	February 1, 2012 – January 31, 2013	\$13.80	\$2,530.00	\$30,360.00	0%
4	February 1, 2013 – January 31, 2014	\$14.80	\$2,713.33	\$32,559.96	Approx. 7.4%
5	February 1, 2014 – January 31, 2015	\$14.80	\$2,713.33	\$32,559.96	0%
TOTAL DUE FOR 5 YEAR TERM:				\$156,199.92	

*RM 12/11/09
LM 12/2/09*

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 Landlord shall be responsible for provision of janitorial services to all areas of the Premises, the areas of exclusive use and the common area hallway, entrance and rest rooms. Landlord's provision of said services shall include:
 - a. Three times per week cleaning of rest rooms and provision of consumable supplies,
 - i. Toilets and sinks shall be wiped clean upon each cleaning
 - ii. Toilets and sinks shall be sanitized with disinfectant at least once per week
 - iii. Rest room floor shall be vacuumed three times per week,
 1. washed and sanitized at least once per week.
 - iv. Mirrors shall be cleaned at least once per week.
 - b. Three times per week collection and disposal of all office rubbish,
 - i. Trash can liners shall be provided
 - c. Three times per week Vacuuming of the carpet in all areas
2. Tenant shall be responsible for the collection of materials which are suitable for recycling and disbursing them into the recycling dumpster provided (by others) on site. Tenant's recycling content collection vendor shall provide and maintain said dumpster.
3. The Landlord shall be responsible for the timely provision of all services specified herein in section 8.1 "Maintenance", including timely replacement of any expired ("burnt out") light bulbs, tubes or lamps.

Handwritten signature and date: 12/11/09
12/11/09

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.

No later than thirty (30) days after the inception of the term the Landlord, at Landlord's sole expense, shall complete the following:

1. Relocate two existing "accessible parking" signs:
 - a. The "van accessible" sign shall be moved directly in front of the existing parking space located to the left of the (existing) access aisle. The sign shall be re-installed with the lower edge at least 60" above the ground.
 - b. The "regular" (reserved/accessible) sign shall be moved directly in front of the existing parking space located to the right of the (existing) access aisle. The sign shall be re-installed with the lower edge at least 60" above the ground.
2. Repair (patch and provide smooth surface) existing exterior threshold at public (front) entrance.
3. Rest rooms:
 - a. Relocate paper towel dispensers to provide a dispensing height of no more than 48" above the floor.
4. The Tenant and Landlord agree to provide any other renovations the Architectural Barrier-Free Access Committee may request upon their completion of review of the Lease herein, provided said requests are also required for conformance with prevailing codes and ordinances.

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. Specify who (Landlord or Tenant) is to schedule and pay for testing, and subsequently submit the results to "Environmental Services" to obtain a "certificate of compliance". If the premises should fail all or part of the test, specify who (Tenant or Landlord) will pay for the alterations necessary to bring the air-handling system into compliance, the time frame allowed alteration completion, and the who shall bear the cost of subsequent re-testing and the continued pursuit of obtaining a "certification of compliance".

No later than thirty (30) calendar days after the commencement of the Term herein, the Landlord shall have the Premises tested for compliance with "Clean Air" standards. The Landlord shall be responsible for provision of all testing, which shall be conducted in compliance with Env-A 2200, and shall submit the certified testing results to the State of NH's Department of Environmental Services requesting their "certification of compliance" with "Clean Air" standards for the Premises. If the testing results show the Premises fail to comply with Clean Air requirements, the Landlord shall consult with the Dept. of Environmental Services, and the firm that performed the testing, to ascertain the manner in which correction of the deficiencies can be made. After determination is made regarding how to correct deficiencies, the Landlord - at the Landlord's sole expense - shall provide all renovations and/or repairs to the air handling systems of the Premises required to correct the deficiencies. Any and all required renovations or repairs to the air handling system shall take place within a reasonable time frame, which shall in no instance exceed six (6) months from the date the deficiency was initially discovered. Subsequent to the completion of any and all repairs, the Landlord shall have the Premises tested for compliance again, and shall again submit the certified results to Environmental Services requesting "certification of compliance" with Clean Air standards.

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. The landlord shall provide all Improvements noted in Part I above, and as specified in attached text specification titled "Exhibit D Part III Landlord's Improvements", and as specified in the attached plan titled "Highway Safety, Renovations to be provided by the Landlord".

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

The Tenant shall use recycling services provided by the designated State of New Hampshire vendor.

[Handwritten signature]
12/11/09
12/2/09

**EXHIBIT D PART III: SPECIFICATIONS FOR IMPROVEMENTS TO BE PROVIDED BY THE
LANDLORD PRIOR TO TENANT OCCUPANCY**

The Landlord shall supply all necessary labor and materials to provide for the complete installation and proper operation of all improvements outlined in the following provisions of this specification, and as shown in attached drawing titled:

- "Highway Safety, Renovations to be provided by the Landlord"

The Landlord and/or his agents shall exercise due diligence to provide the design intent described in all documents. The Tenant shall review any of the Landlord's proposed deviations from the floor plan, details or specifications in advance, allowing such deviation only when such deviation conforms to program functions and complies with all applicable building and safety codes

A. GENERAL PROVISIONS:

A.1. Basic Definitions

- A.1.1. The "Landlord" shall mean either the contractual Landlord and/or their authorized designees.
- A.1.2. The "Tenant" shall mean the State of New Hampshire Highway Safety Agency and/or their authorized designees.
- A.1.3. The Build-out Documents consist of the Lease, Drawings, Specifications, and other documents listed in the Lease, all modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.
 - A.1.3.1. A Modification is (1) a written amendment to the Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Tenant.
- A.1.4. The Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.
- A.1.5. The Drawings are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.
- A.1.6. The Specifications are that portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.

A.2. Correlation and Intent of the Documents:

- A.2.1. The intent of the Documents is to include all items necessary for the proper execution and completion of the Work. The Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.
- A.2.2. Construction Drawings: Although the Documents herein and attached hereto specify the Tenant's Design Intent, they are not construction documents. It is the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any construction drawings and/or specifications which may be required by the local authority having jurisdiction or other authority to secure all required plan reviews, approvals and permits. Any alternations to the Documents that the building/code officials, architect or engineers deem necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties. The Landlord shall require their architect and/or engineers to make any and all alternations to the Documents available to the Tenant via digital AutoCad ". dwg" format.
- A.2.3. Specifications: The Tenant has defined the minimum requirements, the Landlord may present equivalent alternatives to the Tenant, however, they have the right of acceptance and/or rejection of submittals.

B. General Conditions:

- B.1. Design and Plans: The plans and specifications set forth herein shall be referenced by the Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed in order to provide the Tenant with a renovated rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in the lease herein. If the Landlord wishes to deviate from the attached floor plan the Landlord shall incorporate the scope of work and design intent depicted to ascertain the manner and cost in which any proposed deviation from this plan may be proposed. The Landlord's proposal for provision of any alternative manner of providing new Premises for the Tenant shall be inclusive of the level, scope and type of construction and fit up depicted herein.
- B.2.
 - B.2.1. The Landlord shall provide electronic copies of all plans (*.dwg AutoCAD format), inclusive of as-built drawings as part of the project close out

*Rev 12/11/09
L.M. 12/21/09*

- B.3. Permits and Testing: The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-1198 citations, the NH State Building Code (IBC 2006, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). The costs of said permits and testing shall be borne solely by the Landlord.
- B.3.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant upon commencement of construction activities.
- B.3.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant prior to the Tenant accepting the space.
- B.3.3. Prior to Tenant occupancy the Landlord shall provide certification of compliance with RSA 10:B "Clean Indoor Air" requirements as issued by Department of Environmental Services, or proof that application for said certification has been made.
- B.3.4. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC for additional approvals.
- B.3.5. The Landlord shall be responsible for submitting any and all documents, including documents stamped by a registered architect or engineer if so required, to the municipality or party of local governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.
- B.4. The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.
- B.5. Product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the Documents herein prior to submission for Tenant review. The Tenant shall expedite all review, taking no more than 5 workdays to accept, accept as noted, or reject a submittal.
- B.6. The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.
- B.7. Coordination: Reflective ceiling plan, lighting, fire protection, HVAC distribution/controls, structural columns and any and all other building components/elements shall be coordinated between the Landlord and the Tenant.

C. STANDARDS and SPECIALTIES:

- C.1. Materials and Finishes: With respect to the build-out of the interior space, unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space.
- C.2. Ceiling Height: the existing ceiling height shall be maintained throughout the Premises.
- C.3. Ceiling Materials: The existing 2' x 4' suspended ceiling tile grid shall remain, patched and altered as needed to accommodate the Tenant's layout. All tiles used for patching/replacing shall match existing.
- C.4. Window Treatments: Existing window treatments to remain.
- C.5. Door Assemblies and Hardware : Two existing doors shall be relocated as shown in Tenant's layout, all others shall remain.
- C.5.1.1. Door Hardware: Provide new lockset (commercial grade 2) at Tenant public entry door, lock shall allow "free" egress from tenant side, with locked access from public side.
- C.5.2. Hydraulic Overhead Door Closer Devices: Shall be provided if required (none existing) for conformance with Code requirements, if so provided they shall have a maximum push/pull effort of 5 lbf at all interior doors, with exceptions as allowed for fire doors, exterior doors and security-use only doors.
- C.6. Keying: Provide three (3) sets (back exterior door, front exterior door, Tenant suite door and Tenant reception area door) of four (4) keys to the Tenant.

DMJ 12/11/09
DMJ 12/21/09

C.7. Millwork:

C.7.1. Existing Millwork shall remain at reception counter.

C.7.2. Millwork at Storage Room and Staff Lounge:

C.7.2.1. Removed existing counter and base cabinets (shelving above counter to remain) from Storage room.

C.7.2.2. Relocated/reuse approximately 8' long section of counter with two "base cabinets" below to provide new kitchenette in Staff Lounge. Install counter at 34" high.

C.7.2.3. Provide and install new stainless steel double basin sink with faucets that are operable with closed fist. In order to provide wheelchair accessibility no cabinets are to be provided below the sink, and the exposed pipes below are to be insulated.

C.7.2.4. Provide electrical outlets (and sufficient circuitry) as shown on the attached plans for operation of Tenant's microwave, toaster oven, coffee maker, and full size refrigerator.

C.7.2.5. Specialties: Provide and install wall mounted paper towel dispenser adjacent to sink. Paper towel dispenser shall be operable with one hand; the dispensing height shall be no more than 48" above the floor.

C.8. Signage:

C.8.1. Exterior: The Landlord shall provide an exterior sign designating the "State of NH HIGHWAY SAFETY AGENCY" at the street entrance to the building to which the Premises are a part, and on the façade of the building adjacent to the "Public Entrance" to the Premises.

C.8.2. Interior: Any and all permanent interior signs shall be provided by the Tenant, who shall provide and install them in compliance with all applicable codes.

C.9. Knox Box: If required or requested by the local fire and/or police department, an exterior flush mounted Knox Box shall be installed. Location to be determined by said authority.

C.10. Exterior Glazing: Existing exterior glazing shall remain, however any and all broken thermal seals, compromised caulking, leaks or other imperfections shall be repaired prior to Tenant occupancy.

C.10.1. All interior window sills shall be repaired.

C.10.2. All operable windows shall be provided with screens and be made operable during the warm weather months.

D. Gypsum Wallboard - Wall Types: The Landlord shall consult and comply with the local authority having jurisdiction (LAHJ) regarding the provision of structural elements and fire rating for any and all gypsum wallboard construction. Any deviation from the wall types listed specified herein required by the LAHJ shall supersede these specifications. The Landlord must consult with the local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction. See attached plan "KEY" for placement/location/extent of all wall types.

D.1. Repair (patch sand and finish) all existing holes, scrapes and imperfections. Prime and paint all repairs sufficient to provide smooth, unmarred wall finish.

E. FINISH SCHEDULE:

E.1. Broadloom carpet: Remove and lawfully dispose of existing carpet in the four rooms where wall construction and/or demolish will compromise existing carpet.

E.2. Supply and install (direct glue down installation) new broadloom carpet comparable to existing in these four rooms. Color shall be selected by the Tenant.

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12/11/09
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E.3. Vinyl Cove Base:

- E.3.1. Provide new 4" high vinyl, standard cove type base in rooms receiving new carpet.
Repair all existing (scheduled to remain) cove base, all base shall be firmly adhered.

F. PAINTING:

- F.1. Existing/All areas - A minimum of one new coat of finish paint matching existing color.
F.2. New Construction: A minimum of two new primer coats and one new coat of finish paint matching existing color.
F.3. Paint shall be (scrubbable) interior eggshell latex.
F.4. Repaint any marred areas (in color matching existing) of existing Door and/or window frames.

G. EXTERIOR ENTRANCES:

- G.1. See also ELECTRICAL – Night Lights. Provide and install two new exterior lighting (such as high lumen halogen fixture mounted on building with motion active and timed switching) one at the staff entry, one at the public entry, sufficient to light the path of travel to and from the Tenant's parking.

H. SPECIALTIES:

- H.1. THERMAL COMFORT AT OPEN OFFICE AREA #014: The areas adjacent to the exterior walls have been identified by previous users as chronic "cold zones". Provide one of the following options for remedy:
H.1.1. Provide new/supplemental (remove drywall and install new high R rated insulation) thermal insulation in this wall and caulk/insulate all widows in order to remedy existing deficiency; or,
H.1.2. Provide new/supplemental perimeter base board heaters under each window.

I. ELECTRICAL:

- I.1. Energy Conservation: The Landlord is encouraged to utilize energy conservation equipment throughout the leasehold space. The Tenant will favorably consider energy conservation alternatives for all items within this section, including but not limited to motion sensed light switching.
I.2. Electrical Service: Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, systems furniture (8 wire connections) specialty equipment and any and all other items; including the capacity to add additional circuitry as required at a later date. Provide duplex electrical outlets in all areas as required by code, the specifications herein, and as noted on the floor plans. The outlets shown on the floor plans are "additional" to standard requirements, required in quantities shown and in the locations shown.
I.3. Electrical Finishes: All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
I.4. Electrical Installation Heights: All switches shall have an installation height (at centerline of device) of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.
I.5. Electrical Distribution:
I.5.1. Electrical Outlets – Dedicated and Common Circuit Needs: Staff areas, i.e. workstations and private offices, shall be provided with one 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs, and at least one additional common circuit for non-PC use.
I.5.1.1. Dedicated Circuit and Outlet to be provided for Tenant's copier. See plan for location.

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12/2/09

- I.5.2. Electrical Outlets - All other areas:
 - I.5.2.1. Provide outlets as shown on attached plan, and any additional outlets required for conformance to current applicable codes.

I.6. Lighting Standards:

- I.6.1. Existing recessed fixtures shall be reused, however if new are provided the following specification is recommended: Energy conservation Troffer Type acrylic prismatic lens, standard 2 ' X 4' three (3) lamp electronic ballasts, using high efficiency T-8, 4100 degree kelvin lamps.
- I.6.2. Interior Lighting - Illumination Standards: Shall be adequate as to insure safe and uniform quality lighting throughout the building. The illumination standards shall be designed and maintained to comply with ICC standards in Chapter 12 of the 2006 "International Building Code".
 - I.6.2.1. Interior Areas 30-40 Foot-candles at 30" from finished floor.
 - I.6.2.2. Night Light Circuits: Shall be provided throughout the common areas of the building and as otherwise defined by the Tenant. The minimum illumination standards at floor level, are set forth as follows:
 - I.6.2.3. Common Areas. 5 Foot-candles
- I.6.3. Exterior Lighting: Shall be adequate to insure safe and uniform quality lighting throughout all Tenant parking areas. Provide at least two new exterior lights, one illuminating the front parking area, the other illuminating the back parking area. The minimum illumination standards for all impervious surfaces, are set forth as follows:
 - I.6.3.1. Active Areas - Pedestrian traffic and entryways. 5 Foot-candles
 - I.6.3.2. Building Surrounds - Parking and roadways 3 Foot-candles

I.7. Means of Egress Lighting:

- I.7.1. Shall be provided, e.g. at all corridors, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101.

I.8. Emergency Lighting

- I.8.1. Provide in all locations required by prevailing code, maintain all battery operated units in working order.

- I.9. All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.

J. COMMUNICATIONS REQUIREMENT:

- J.1. Telephone and Data Circuits: The Landlord shall be responsible to provide telephone and data connectivity from the street to the building entrance. The Tenant shall be responsible for all connectivity and services into their designated Data Room #009, including but not limited to: digital data services and ISDN.
- J.2. Telephone and Data Station Cabling: The Tenant shall be responsible for the provision of outlets, connectivity, and services.

K. FIRE SUPPRESSION SYSTEMS:

- K.1. The presence or lack thereof (none existing) shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Landlord.
- K.2. Fire Extinguishers: To be provided and maintained in all locations required by the LAHJ in order to conform with prevailing codes. Landlord shall provide inspection resulting in current (per annum) inspection tags prior to Tenant occupancy, and shall maintain annual inspection and tagging throughout the Term.

L. FIRE ALARM SYSTEM:

- L.1. The presence thereof or lack thereof (no existing alarms) shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Landlord. All required permits, fees, testing and approvals shall be borne by the Landlord.
- L.2. Smoke Detectors: To be provided and installed by the Landlord, in conformance with current State of NH and/or municipal codes.
- L.3. Illuminated Exit Signs: To be provided and installed as required conforming to prevailing codes and the requirements of the LAHJ.

M. HVAC and VENTILATION:

- M.1. Relocate and/or provide new supply's and returns as required for conforming supply of heat and ventilation to accommodate the Tenant's layout.
- M.2. HVAC – Reference the State of NH Standard Lease Agreement, EXHIBIT D, Part II for required testing and certification of compliance with State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings". The requirements of RSA 10-B are as defined by the "Department of Environmental Services" administrative rules Chapter Env-A 2200.
- M.3. HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances, do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy, the Landlord shall provide the Tenant with said report. Said report shall be deemed as part of the lease/contract document.
- M.4. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by *ASHRAE 55-1992 - Thermal Comfort Considerations*.

J.M. 12/11/09
12/11/09

OUTLINE OF INTERIOR RENOVATIONS

- A. Demolish or move walls as shown (D's office; remove core)
- B. Construct new walls as shown (certain existing partial Ht. walls to become full Ht).
- C. Relocate existing doors
- D. Re-carpet 2 offices, 1 conf & 1 storage room
- E. Remove existing counter & cabinets (save shelves) from storage room. Reuse section of counter & two sets of base cabinets in new staff break room
- F. Remove existing glass at reception counter

Also provide:

- 1. Baseboard perimeter heaters beneath each window
- 2. Exterior lighting providing illumination of both front and back parking areas. Renovations (including improved barrier-free access) specified in Exhibit D of Lease

PARTITION KEY:

EXISTING FULL HT

EXISTING 46" H

NEW FULL HT

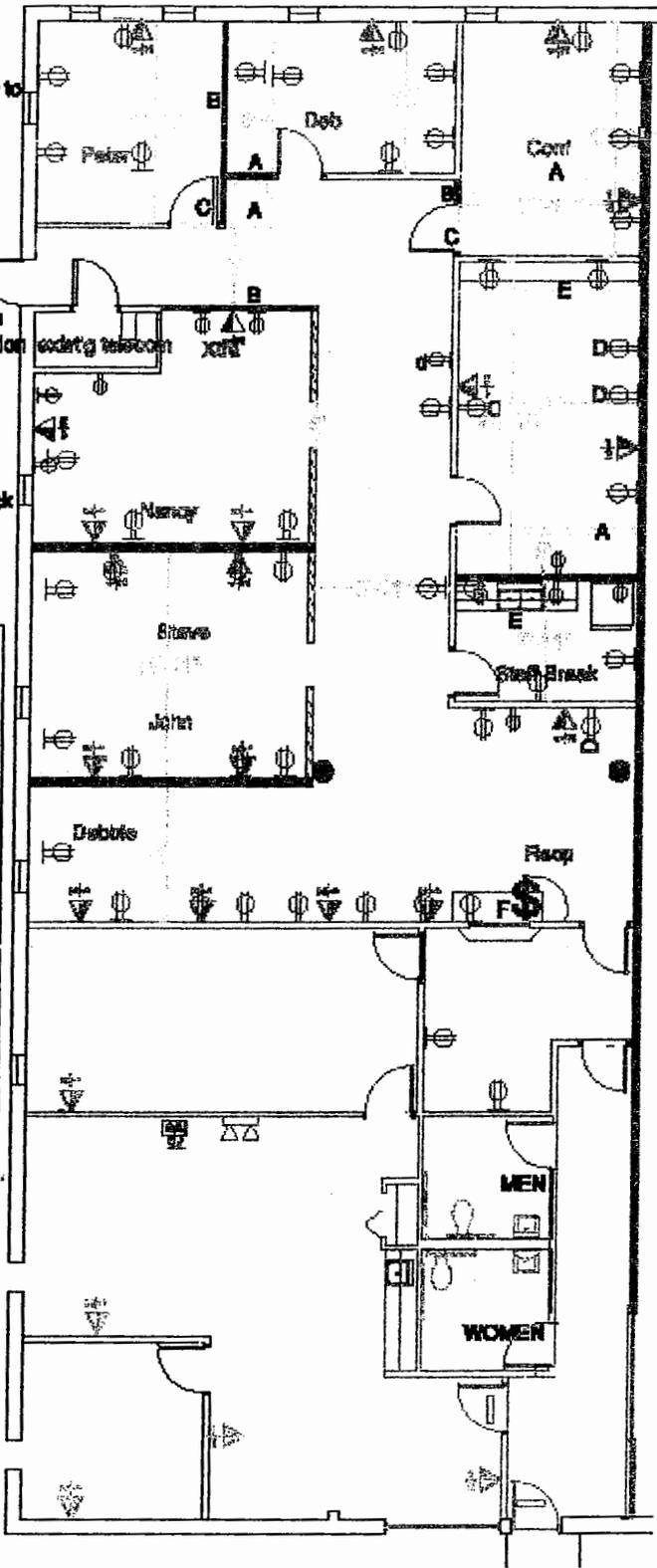
NEW PARTIAL HT (matching existing)

DEMOLITION

KEY:

- ⊕ new duplex outlet
- ⊕ new DEDICATED duplex outlet
- ⚡ new phone/data jack (provide conduit & pull string)
- ⚡ Existing phone/data jack
- ⊕ Existing Duplex Outlet

**HIGHWAY SAFETY:
RENOVATION TO BE PROVIDED BY LANDLORD
78 INDUSTRIAL DRIVE:
APPROX. 2,800 SF**



*PH/10/11/09
11/12/09*

**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.*

Supplemental Provision to the Lease:

1. The Landlord shall provide two (2) new exterior signs for the Tenant:
 - a. The existing building directory located at the intersection of the entry driveway and Regional Drive shall be updated with "NH HIGHWAY SAFETY AGENCY BUILDING #2"
 - b. The wall adjacent to the public entry serving the Premises shall have a sign provided and installed identifying the Tenant with the following: "NH HIGHWAY SAFETY AGENCY"

Modified Replacement Provision to the Lease:

2. Section 15 "Insurance" of the Lease is hereby deleted and replaced with the following:

Insurance: 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 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 "certificate holder" within the policy) against liability. Such insurance is to provide General Liability coverage in limits of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) General Aggregate and Excess/Umbrella Liability coverage with limits of not less than four million dollars (\$4,000,000.00) per occurrence and not less than four million dollars (\$4,000,000.00) aggregate. 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 providing for written notification to the Tenant (certificate holder) 10 days prior to cancellation of or expiration of the policy. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

*J.M. 12/11/09
D.M. 12/2/09*

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.*

*Prof. 12/11/09
12/16/09*

EXHIBIT G

Barrier-Free Access: *Attach 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.*

DMF 12/11/09
WHR 12/2/09



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE

David Gleason, Chair
Cheryl Killam, Vice Chair
Wendy Beckwith, Accessibility Specialist

John H. Lynch, Governor
Paul Van Blarigan, Chairman
Carol A. Nadeau, Executive Director

Direct Line (603) 271-4177
Email: wendy.beckwith@nh.gov
Website: www.nh.gov/disability/abcommittee.html

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

December 15, 2009

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

Requested Action
Recommendation Regarding Lease Approval

Lessee: New Hampshire Highway Safety Agency
Location: 78 Regional Drive, Building #2, Concord, NH 03301
Lessor: McCarthy Properties, PO Box 100, West Wareham, MA 02576
Term: January 13, 2010 – January 31, 2015

The Architectural Barrier-Free Design Committee respectfully recommends that the subject **new lease** for approximately 2,200 square feet be **approved with the following conditions:**

1. 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 (IBC 2006 and ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006 and ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). **When applicable** (designated by "*LAHJ approval required.*"), **renovation plans shall be submitted to the local authority having jurisdiction (i.e. the Building Inspector) for approval.**

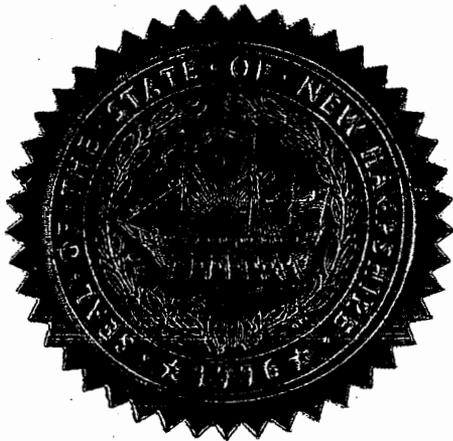
The following conditions, # 2, #3, #4 are to be completed in compliance with **Exhibit D, Part I**, by the Landlord no later than February 13, 2010:

2. **Existing Accessible Parking Signs:**
 - a. Relocate the "van accessible" sign and set directly in front of the existing parking space to the left of the existing access aisle (**ANSI 502**).
 - b. Relocate the standard "reserved/accessible" sign and set directly in front of the existing parking space to the right of the existing access aisle (**ANSI 502**).
 - c. Position each sign so that the lower edge is at least 60 inches above grade (**ANSI 502.7; NH RSA 265:73-a**).
3. **Entrance Door Threshold:** Patch and repair the exterior threshold to provide a stable, smooth and slip resistant transition (**ANSI 302.1**). A raised threshold may not exceed ½ inch in height and is to be beveled on both sides (**ANSI 404.2.4**).
4. **Toilet Room Dispensers:** Relocate the existing paper towel dispensers in each toilet room so that the operable parts are no higher than 48 inches above the floor (**ANSI 308**).

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 GERALD P. MCCARTHY PROPERTIES is a New Hampshire trade name registered on April 3, 1987 and that Gerald P. McCarthy presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of November, A.D. 2009

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

William M. Gardner
Secretary of State

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2009

PRODUCER (603)424-9901 FAX (603)424-3203
Brown & Brown of N H, Inc.
309 Daniel Webster Highway
P O Box 1510
Merrimack, NH 03054-1510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Gerald P McCarthy
Po Box 100
West Wareham, MA 02576

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Vermont Mutual Ins Co	26018
INSURER B:	
INSURER C: NorGUARD	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADDL TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BP17033513	04/25/2009	04/25/2010	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUL6603636	04/25/2009	04/25/2010	EACH OCCURRENCE \$ 4,000,000
					AGGREGATE \$ 4,000,000
					\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	GEWC907150	05/31/2009	05/31/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: 78 Regional Drive, Concord, NH 03302

CERTIFICATE HOLDER

CANCELLATION

NH HIGHWAY SAFETY AGENCY
Peter M. Thomas, Coordinator or Successor
Concord, NH 03302

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jennifer Kokolis/CM4

Jennifer G. Kokolis

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.