

#98 YAR



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629

May 24, 2021

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (Department) to enter into an amendment to an existing lease with JMC Airport Properties, LLC (VC #305264) of Concord NH, for approximately 4,100 square feet of curation and archaeological lab space located at 99 Airport Road in Concord, New Hampshire by: (1) extending the lease end date to June 30, 2023 from the amended lease end date of June 30, 2021; and (2) increasing the monthly lease payment by 3% or \$1,049.19 in the first year and by 3% or \$1,080.67 in the second year. The total lease cost will increase by \$74,230.44 from \$263,424.80 to \$337,655.24. The original 5-year Lease Agreement was approved by Governor and Executive Council on June 19, 2013, Item #48, and most recently amended with Governor and Executive Council approval on June 20, 2018, Item #96. 100% General Funds.

Funds are anticipated to be available in future fiscal years, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed and justified.

03-035-035-354010-14440000 – Office of Preservation:

State FY	Class-Account	Class Title	Amount
2022	022-500248	Rents–Leases Other Than State	\$36,571.98
2023	022-500248	Rents–Leases Other Than State	\$37,658.46
Total:			\$74,230.44

EXPLANATION

In June 2013, the Governor and Executive Council approved a 5-year Lease Agreement with HKH Associates, Inc. for the period of July 1, 2013 through June 30, 2018.

On July 1, 2017 (Fiscal Year 2018), the Department of Resources and Economic Development was reorganized as two separate departments. From this reorganization was the formation of the new Department of Natural and Cultural Resources (DNCR) consisting of the Division of Parks and Recreation, the Division of Forests and Lands, and the assimilation of the former Department of Cultural Resources, along with its commissioner’s office and administrative support elements.

After the formation was completed, it was determined that the Department should either begin preparations to submit a Request for Proposal (RFP) in order to seek possible relocation through the normal bid requirement process for an archaeological lab and curation facility pursuant to Administrative Rule 610 Agency Leases or seek capital funding approval to build a lab and curation facility directly in order to more efficiently enable the Division of Historical Resources to carry out its state mandates.

At that time, it was decided to seek capital funding starting with a request and eventual approval of funds for the FY 2020-2021 biennium to begin planning and design for the lab and curation facility as well as a potential for a single department location that could combine all office space and laboratory and curation facility needs into one location. With the lease set to expire on June 30, 2017, we requested and were approved for a 36-month lease extension of the current lease so we could continue to occupy the location while working through a planning and design, approval and build process going forward or seek a lease agreement of combined new department office and lab/curation space.

In FY 2020, while DNCR was working to seek options via RFP and structure planning options for a new, more comprehensive space that could consolidate all office and lab space for the department, plans to proceed were suspended in order to re-assess our needs in response to the arrival of the novel coronavirus pandemic that sent most staff to work remotely while also creating uncertainty relative to budget availability going forward.

In response, we took action to extend leasing at our current department office location (approved by Governor and Executive Council on September 23, 2020, Item # 56). This uncertainty has also caused us to take separate action to seek a lease extension to remain at the 99 Airport Rd laboratory and storage space location.

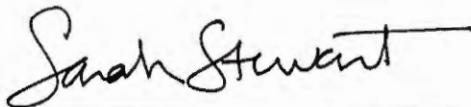
Under these circumstances and as our current lease is set to expire on June 30, 2021, DNCR is requesting a 24-month extension while continue to seek a new lease agreement for the department via RFP or the procurement of funding to establish a new department facility containing the entirety of the department's office, lab and storage space needs.

This lease amendment is contingent upon approval of the Long Range Capital Planning and Utilization Commission at their next meeting on June 21, 2021.

The Attorney General's Office has approved this lease amendment as to form, substance and execution.

Respectfully submitted,

(SM)



Sarah L. Stewart
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629

April 8, 2021

The Honorable Representative John Graham, Chairman
Long Range Capital Planning and Utilization Committee
Legislative Office Building – Room 201
Concord, New Hampshire 03301

REQUESTED ACTION

Pursuant to RSA 4:39-b, the Department of Natural and Cultural Resources respectfully requests approval to enter into a 2-year lease amendment with JMC Airport Properties, LLC (VC #305264) of Concord, New Hampshire for continued occupation of 4,100 square feet of building space located at 99 Airport Road in Concord, New Hampshire. The term for this lease amendment is from July 1, 2021 through June 30, 2023. This amendment increases the total lease payments by \$74,230.44 from \$263,424.80 to \$337,655.24 for the cumulative 10-year lease period.

EXPLANATION

In June 2013, the Governor and Executive Council approved a 5-year Lease Agreement with HKH Associates, Inc. for the period of July 1, 2013 through June 30, 2018.

On July 1, 2017 (Fiscal Year 2018), the Department of Resources and Economic Development was reorganized as two separate departments. From this reorganization was the formation of the new Department of Natural and Cultural Resources (DNCR) consisting of the Division of Parks and Recreation, the Division of Forests and Lands, and the assimilation of the former Department of Cultural Resources, along with its commissioner's office and administrative support elements.

After the formation was completed, it was determined that DNCR should either begin preparations to submit a Request for Proposal (RFP) in order to seek possible relocation through the normal bid requirement process for an archaeological lab and curation facility pursuant to Administrative Rule 610 Agency Leases or seek capital funding approval to build a lab and curation facility directly in order to more efficiently enable the Division of Historical Resources to carry out its state mandates.

At that time, it was decided to seek capital funding starting with a request and eventual approval of funds for the FY 2020-2021 biennium to begin planning and design for the lab and curation facility as well as a potential for a single department location that could combine all office space and laboratory and curation facility needs into one location. With the lease set to expire on June 30, 2017, we requested and received approval from the Governor and Executive Council (June 20, 2018, Item #96) for a 36-month lease extension of the current lease. This allowed us to continue to occupy the location while working through a planning and design, approval and build process going forward or seek a lease agreement of combined new department office and lab/curation space.

In FY 2020, while DNCR was working to seek options via RFP and structure planning options for a new, more comprehensive space that could consolidate all office and lab space for the department, plans to proceed were suspended in order to re-assess our needs in response to the arrival of the novel coronavirus pandemic that sent most staff to work remotely while also creating uncertainty relative to budget availability going forward.

In response, we took action to extend leasing at our current department office location (approved by Governor and Executive Council on September 23, 2020, Item #56 and the Long Range Capital Planning and Utilization Committee on October 7, 2020, LRCP #20-051). This uncertainty has also caused us to take separate action to seek a lease extension to remain at the 99 Airport Rd laboratory and storage space location.

Under these circumstances and as our current lease is set to expire on June 30, 2021, DNCR is requesting a 24-month extension while we continue to seek a new lease agreement for the department via RFP or the procurement of funding to establish a new department facility containing the entirety of the department's office, lab and storage space needs.

Attached for your information is a copy of the request to G&C for this new 2-year lease amendment.

Respectfully submitted,



Sarah L. Stewart
Commissioner

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

DATE: April 2, 2021

SUBJECT: Attached Holdover Amendment Agreement;
Approval respectfully requested.

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

LESSEE: NH Department Natural and Cultural Resources, 172 Pembroke Rd., Concord, NH
LESSOR: JMC Airport Properties, LLC. 99 Airport Rd, Concord, NH 03301

DESCRIPTION: Holdover Amendment. Approval of the enclosed will authorized continued rental of approx. 4,100 square feet of storage and Archaeological lab space located at 99 Airport rd, Concord, NH. This space has provided the archaeological lab a place to log and store archaeological finds in New Hampshire. The request to extend the term of the lease is have time to find a larger location following the RFP process.

TERM: An additional two (2) years, commencing July 1, 2021 ending June 30, 2023

EXTENSIONS: No options for extension

ANNUAL RENT: The current rent will increase 2.99% to \$8.79 SF for the first six months to be \$18,019.50 annually. Second twelve months shall increase 2.99% to \$9.05 SF, \$37,105.00 annually. Last six months shall increase +2.99% to \$9.32 SF, \$19,105.00 annually. The total holdover amount shall increase the lease by \$74,230.44 for a total lease amount of \$337,654.44.

JANITORIAL: Provided by Tenant employee.

UTILITIES: ~~Provided by Landlord, included in annual rent~~

PUBLIC NOTICE: "Public Notice" Lease RFP requirements shall be met during this lease extension. DNCR was halted with the RFP process due to the COVID-19 situation and business operations being irregular.


CLEAN AIR PROVISIONS: This is not required for a Holdover Amendment

BARRIER-FREE DESIGN COMMITTEE: This is not required for a Holdover Amendment

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, recommended for G. & C. submission by:
Bureau of Planning and Management


Gail L. Rucker, Administrator II

Approved for submission to G. & C. by:
Department of Administrative Services

 4/2/21
Joseph Bouchard, Assistant Commissioner, DAS

AMENDMENT

This Agreement (the "Amendment") is dated March 30th, 2021 and by and between the state of New Hampshire acting by and through the Department of Natural and Cultural Resources, (the "Tenant") and JMC Airport Properties, LLC, (the "Landlord"), 99 Airport Road, Concord, NH 03301.

Whereas, pursuant to the current Lease Agreement (hereinafter called the "Agreement") for 4,100 square feet of space (the "Premises") located at 99 Airport Road in Concord, New Hampshire for which a 5-year Agreement was approved by the Governor and Executive Council (G&C) on June 19, 2013 (Item #48), and for which a 3-year Amendment was approved on June 20, 2018 (Item #96) extending the Agreement end date to June 30, 2021, upon the terms and conditions specified in the current Agreement as amended and in consideration of payment by the Tenant of certain sums specified therein;

Whereas, JMC Airport Properties, LLC purchased the Premises from HKH Associates, LLC on April 3, 2019;

Whereas, the Tenant must undertake a competitive "Request for Proposal" (RFP) process in order to secure new space, to renew for the current space, or to seek approval of capital funding to build new space;

Whereas, up to an additional twenty-four (24) months may be required by the Tenant to complete State of New Hampshire RFP and approval processes and/or secure capital funding and approval to build new space;

Whereas the Agreement expires well in advance of the 24 months; and

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

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

1. Section **3.1 Effective Date** is hereby amended to read:

The effective dates of Agreement shall be: Commencing on the 1st day of July, in the year 2013, and ending on the 30th day of June, in the year 2023, unless sooner terminated in accordance with the Provisions hereof.

2. Section **3.2 Occupancy Term** is hereby amended to read:

Occupancy of the Premises and commencement of rental payments shall be for a term (hereinafter called the "Term") commencing on the 1st day of July, in the year 2013 and ending on the 30th day of June, in the year 2023, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: LM
Date: 3/30/21

3. Section **4.1 Rent** is hereby amended to read:

During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter call the "Rent") payable in advance at the Landlord's address set forth in Section 1, in equal monthly installments. Monthly installments shall be due and payable on the 1st of each month. The Rent due and payable for the Term shall be as set forth in the Schedule of Payments as follows:

Effective Dates	Sq. Ft.	Monthly Cost	Cost	SF Cost	% Increase
07/01/2013-06/30/2014	4,100	\$2,692.33	\$32,307.96	\$7.88	-
07/01/2014-06/30/2015	4,100	\$2,692.33	\$32,307.96	\$7.88	0%
07/01/2015-06/30/2016	4,100	\$2,692.33	\$32,307.96	\$7.88	0%
07/01/2016-06/30/2017	4,100	\$2,692.33	\$32,307.96	\$7.88	0%
07/01/2017-06/30/2018	4,100	\$2,692.33	\$32,307.96	\$7.88	0%
07/01/2018-06/30/2019	4,100	\$2,747.00	\$32,964.00	\$8.04	2%
07/01/2019-06/30/2020	4,100	\$2,829.00	\$33,948.00	\$8.28	3%
07/01/2020-06/30/2021	4,100	\$2,914.42	\$34,973.00	\$8.53	3%
07/01/2021-12/30/2021	4,100	\$3,003.25	\$18,019.50	\$8.79	2.99%
01/01/2022-12/30/2022	4,100	\$3,092.08	\$37,104.96	\$9.05	2.99%
01/01/2023-06/30/2023	4,100	\$3,184.33	\$19,105.98	\$9.32	2.99%

The total cost of the extension provided for under this Amendment shall not exceed \$74,230.44 for the two-year Term.

The Landlord and Tenant acknowledge that the Landlord may proceed during the Term with the building of new space on the Premises to house the Tenant which may require the temporary relocation of the Tenant on the Premises while such new space is built. Landlord and Tenant covenant to deal with one another in good faith in negotiating terms of such a temporary relocation and occupancy of such new space during the Term.

EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon approval by the Governor and Executive Council of the State of New Hampshire through June 30, 2023. 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 thereunder shall remain in full force and effect in accordance with the terms and conditions therein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

Landlord Initials: AM
Date: 3/20/21

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

FOR THE TENANT:

Sarah Stewart

Sarah L. Stewart, Commissioner

4/2/2021

Date

FOR THE LANDLORD:

JMC Airport Properties, LLC

Nicholas Mercier

Nicholas Mercier, MGR

3/30/2021

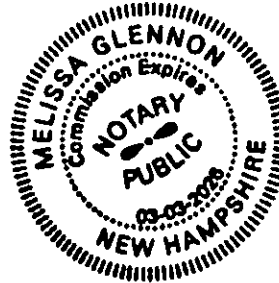
Date

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 30th day of March, before me Nicholas Mercier, the undersigned officer, personally appeared Nicholas Mercier, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Melissa Glennon
Notary Public

My Commission Expires: 3/3/2026



Approved as to Form, Substance and Execution:

Michael Haley
Michael Haley, Attorney

4/5/2021

Date

Approved by the NH Governor and Executive Council:

Item # _____ on _____, 2021.

Landlord Initials: km
Date: 3/3/21

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 JMC AIRPORT PROPERTIES, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 16, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 805212

Certificate Number: 0005326493



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of March A.D. 2021.

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

William M. Gardner
Secretary of State

Limited Partnership or LLC Certificate of Authority

I, **Nicholas Mercier**, hereby certify that I am the sole Partner, Member or manager of **JMC Airport Properties** a limited liability partnership under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated and that I have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of the signature below.

DATE: 3/30/2021

ATTEST: Nicholas Mercier
Member





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2021

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

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

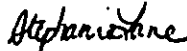
PRODUCER The Richards Group 118 South Street Bennington VT 05201		CONTACT NAME: Stephanie Lane PHONE (AC, Ho, Ext): (802) 442-5414 FAX (AC, No): (802) 254-7110 E-MAIL ADDRESS: slane@therichardsgrp.com	
INSURED RB MERCIER HOOKSETT PROPERTIES LLC & JMC AIRPORT PROPERTIES LLC 5 LEHOUX DR HOOKSETT NH 03106-1836		INSURER(S) AFFORDING COVERAGE INSURER A: MMG Insurance Co NAIC # 15997 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21/22 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.

LINE LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	RYND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP12957724	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 State of NH Department of Natural and Cultural Resources	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 

JMC Airport Properties, LLC
5 Lehoux Drive
Hooksett, NH 03106

3/30/2021

Re: Workman's Compensation Insurance

Location: 99 Airport Road, Concord NH

To: Whom it may concern

The property located at 99 Airport Road in Concord, NH is owned by a New Hampshire based entity named, JMC Airport Properties, LLC which is a real estate holding company, that has no employees, therefore does not require workers' compensation under NH Law.

If you have any further questions on the matter please feel free to reach out for comment.

Thank You



Nicholas Mercier - Member

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Lease with State of New Hampshire)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April __, 2019 (this "Agreement"), is made by and among **HKH ASSOCIATES, INC.**, a New Hampshire corporation ("**HKH**"), and **JMC AIRPORT PROPERTIES, LLC**, a New Hampshire limited liability company ("**Purchaser**").

WITNESSETH:

WHEREAS, HKH is the landlord under the terms of a certain State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management, Standard Lease Agreement, by and between HKH as landlord and the State of New Hampshire, Department of Natural and Cultural resources as tenant, dated May 16, 2013, as amended by Amendment dated June 8, 2018 (as so amended, the "**Lease**"), relative to certain premises located within a portion of a building having a street address of 99 Airport Road, Concord, NH 03301, New Hampshire, which premises are comprised of approximately 4,100 square feet within said building, a copy of which Lease is attached hereto as **Exhibit A**;

WHEREAS, on this date Purchaser has purchased the Real Estate from HKH;

WHEREAS, Purchaser wishes to assume HKH's rights and obligations under the Lease and the Tenant is willing to accept the Purchaser's assumption of HKH's rights and obligations under the Lease.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption.

(a) HKH hereby assigns to Purchaser all of its rights and obligations under the Lease.

(b) Purchaser hereby accepts HKH's assignment of the Lease, and assumes all of HKH's obligations under the Lease.

(c) Purchaser represents and warrants that it has received a copy of the Lease, read the Lease in its entirety, and has had the opportunity to review the Lease with its legal counsel and other advisors and understands all of its obligations under the Lease.

2. Further Assurances.

Purchaser agrees to execute and deliver, at the reasonable request of HKH or Tenant, all documents, agreements, instruments and assurances, and to take all such further actions as HKH or Tenant may reasonably request to carry out the provisions of this Assignment and Assumption Agreement and give effect to the assignment and assumption of the Lease as contemplated by this Agreement.

AK

3. Miscellaneous.

(a) Counterpart Execution. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to its choice of law rules.

(c) Purchaser agrees to pay all costs and expenses incurred by HKH in enforcing this Agreement, including reasonable attorneys' fees and expenses.

{Remainder of page intentionally blank. Signature page(s) follow.}

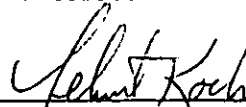
SIGNATURE PAGE

TO


ASSIGNMENT AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed as of the date first above written.

HKH CORPORATION

By: 
Name: Helmut Koch
Title: President
Duly authorized

JMC AIRPORT PROPERTIES, LLC

By: 
Name:
Title:
Duly authorized

**ASSIGNMENT AND ASSUMPTION OF LEASE
ACCEPTED BY:**

**State of New Hampshire
Department of Natural and Cultural Resources**

Witness

By: _____
Its: _____
Duly Authorized

SIGNATURE PAGE
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed as of the date first above written.

HKH CORPORATION

By: _____
Name: Helmut Koch
Title: President
Duly authorized

JMC AIRPORT PROPERTIES, LLC

By: _____
Name:
Title:
Duly authorized

**ASSIGNMENT AND ASSUMPTION OF LEASE
ACCEPTED BY:**

State of New Hampshire
Department of Natural and Cultural Resources



Witness


By: Sarah Stewart
Its: Commissioner
Duly Authorized

11 env H 96 6/20/18

JUN08'18 PM 3:35 DAS

96



STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301
Phone: 271-2411 Fax: 271-2629

June 6, 2018

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

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources (Department) to enter into a **SOLE SOURCE** lease amendment with HKH Associates, Inc. (VC #157434) of Concord NH, for approximately 4,100 square feet of curation and archaeological lab space located at 99 Airport Road, Concord New Hampshire by: (1) extending the lease end date to June 30, 2021 from the original lease end date of June 30, 2018; and (2) increasing the total lease payment by 2% or \$656 in the first year with a nominal 3% increase in years 2 and 3 of \$984 and \$1,025 respectively. The total lease cost will increase from the original 5 year lease amount of \$161,539.80 to \$263,424.80 for a total increase of \$101,885 for the 3 year extension. The original 5-year Lease Agreement was approved by Governor and Executive Council on June 19, 2013, Item #48. 100% General Funds

Funding is available as follows:

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
03-35-35-354010-14440000			
Office of Preservation			
022-500248 Rents-Leases Other Than State	\$32,964.00	\$33,948.00	\$34,973.00

EXPLANATION

In June 2013, the Governor and Executive Council approved a 5-year Lease Agreement with HKH Associates, Inc. for the period of July 1, 2013 through June 30, 2018.

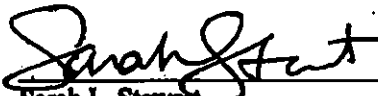
On July 1, 2017 (Fiscal Year 2018), the Department of Resources and Economic Development was reorganized as two separate departments. From this reorganization was the formation of the new Department of Natural and Cultural Resources (DNCR) consisting of the Division of Parks and Recreation, the Division of Forests and Lands, and the assimilation of the former Department of Cultural Resources, along with its commissioner's office and administrative support elements.

After the formation was completed, it was determined that the Department should either begin preparations to submit a Request for Proposal (RFP) in order to seek possible relocation through the normal bid requirement process for archaeological lab and curation facility pursuant to Administrative Rule 610 Agency Leases or seek capital funding approval to build a lab and curation facility directly in order to more efficiently enable the Division of Historical Resources to carry out its state mandates. Since the decision has been made to seek capital funding, we have submitted a capital funding request for the FY 2020-2021 biennium for the lab and curation facility. We are therefore, seeking an extension of the current leased location so we may continue to occupy this location while we work through the approval and build process. If we cannot secure capital funding approval, we will then pursue the RFP process as prescribed above per Administrative Rule 610.

As our current lease will expire on June 30, 2017, we are requesting a 36 month extension while we seek a new lease agreement for the new Department or capital funding approval for the construction of a new lab and curation facility.

The Attorney General's Office has approved this lease amendment as to form, substance and execution.

Respectfully submitted,

 (20)

Sarah L. Stewart
Commissioner

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

DATE: June 8, 2018

SUBJECT: Attached Holdover Amendment Agreement;
Approval respectfully requested.

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

LESSEE: NH Department Natural and Cultural Resources, 172 Pembroke Rd., Concord, NH
LESSOR: HKH Associates, Inc. 99 Airport Rd, Concord, NH 03301

DESCRIPTION: Holdover Amendment. Approval of the enclosed will authorized continued rental of approx. 4,100 square feet of storage and Archaeological lab space located at 99 Airport rd, Concord, NH. This space has provided the archaeological lab a place to log and store archaeological finds in New Hampshire. The request to extend the term of the lease is have time to find a larger location following the RFP process.

TERM: An additional three (3) years, commencing July 1, 2018 ending June 31, 2021
EXTENSIONS: No options for extension

ANNUAL RENT: The current rent will increase 2% to \$8.04 SF for the first year to be \$32,964.00 annually. Second year shall increase 3% to \$8.28 SF, \$33,948.00 annually. Third year shall increase +3% to \$8.53 SF, \$34,973.00 annually. The total holdover amount shall increase the lease by \$101,885.00 for a total lease amount of \$263,424.00.

JANITORIAL: Provided by Tenant.
UTILITIES: Provided by Landlord, included in annual rent

PUBLIC NOTICE: "Public Notice" Lease RFP requirements shall be met during this lease extension. Cultural Resources was relocated under DNCR and the RFP process could not take place yet.

CLEAN AIR PROVISIONS: This is not required for a Holdover Amendment

BARRIER-FREE DESIGN COMMITTEE: This is not required for a Holdover Amendment

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, recommended for G. & C. submission by:
Bureau of Planning and Management


Gail L. Rucker, Administrator II

Approved for submission to G. & C. by:
Department of Administrative Services


Joseph Bouchard, Assistant Commissioner

HKH Associates, Inc.

99 Airport Road * Concord, New Hampshire 03301 * Telephone: (603) 228-0610 * Fax: (603) 228-0254

To: Chris Marino
New Hampshire Department of Natural and Cultural Resources

Date: 6/7/2018

Phone: 603-271-2387
Email: Christopher.marino@dred.nh.gov

Subject: 1, 2 or 3 Year Lease Extension Options for NH-DNCR 99 Airport Road Space

Dear Chris:

It was a pleasure meeting with you and Commissioner Rose on May 1st to discuss lease-extension options for the State NH-DNCR leased space located at 99 Airport Road, Concord, NH.

Pursuant to our discussion, I am providing you with lease extension options for 1, 2 or 3 year(s).

Basically, the proposal below allows for a 2% increase for a 1-year extension, and a 3% increase per year for 2 or 3 year extension.

HKH Associates, Inc. (Landlord) would pick up the cost of the maintenance items provided via May 23rd email.**Schedule of Payments**

<u>Extension Option Period</u>	<u>Rate</u>	<u>Area (Sqft)</u>	<u>Annual Amount</u>	<u>Monthly Payment</u>
1-Year:				
7/1/2018 - 6/30/2019	\$8.04	4100	\$32,964.00	\$2,747.00
2-Years:				
7/1/2018 - 6/30/2019	\$8.04	4100	\$32,964.00	\$2,747.00
7/1/2019 - 6/30/2020	\$8.28	4100	\$33,948.00	\$2,829.00
3-Years:				
7/1/2018 - 6/30/2019	\$8.04	4100	\$32,964.00	\$2,747.00
7/1/2019 - 6/30/2020	\$8.28	4100	\$33,948.00	\$2,829.00
7/1/2020 - 6/30/2021	\$8.53	4100	\$34,973.00	\$2,914.42
Note: Current lease expires 6/30/2018				
7/1/2013 - 6/30/2018	\$7.88	4100	\$32,307.96	\$2,692.33


Submitted:
Helmut Koch, President - HKH Associates, Inc.

AMENDMENT

This Agreement (the "Amendment") is dated June 8, 2018 and is by and between the State of New Hampshire acting by and through the Department of Natural and Cultural Resources, (the "Tenant") and HKH Associates, Inc. (the "Landlord"), 99 Airport Road, Concord, NH 03301.

Whereas, pursuant to the current Lease Agreement (hereinafter called the "Agreement") for 4,100 square feet of space (the "Premises") located at 99 Airport Road in Concord, New Hampshire for which a 5-year Agreement was approved by the Governor and Executive Council (G&C) on June 19, 2013 (Item #48), the Landlord agreed to lease certain premises upon the terms and conditions specified in the current Agreement and in consideration of payment by the Tenant of certain sums specified therein; and

Whereas, the Tenant must undertake a competitive "Request for Proposal" (RFP) process in order to secure new space, to renew for the current space or to seek approval of capital funding to build new space; and

Whereas, up to an additional (36) months may be required by the Tenant to complete State of New Hampshire RFP and approval processes and/or securing of capital funding and approval to build new space; and

Whereas, the Agreement expires well in advance of the (36) months; and

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

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Lease as set forth herein, the State and Lessee hereby agree to amend the Lease as follows:

1. Section 3.1 Effective Date is hereby amended to read:

The effective dates of Agreement shall be: Commencing on the 1st day of July, in the year 2018, and ending on the 30th day of June, in the year 2021, unless sooner terminated in accordance with the Provision hereof.

2. Section 3.2 Occupancy Term is hereby amended to read:

Occupancy of the Premises and commencement of rental payments shall be for a term (hereinafter called the "Term") of three (3) year(s) commencing on the 1st day of July, in the year 2018, unless sooner terminated in accordance with the Provision hereof.

3. Section 4.1 Rent is hereby amended to read:

During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: July 1, 2018. The rent due and payable for the Term shall be as set forth in the Schedule of Payments as follows:

Landlord Initials: HKH

Date: 6/8/2018

Schedule of Lease Payments					
Effective Dates	Sq. Ft.	Monthly Cost	Annual Cost	SF Cost	% Increase
7/1/2018 – 6/30/2019	4,100	\$2,747	\$32,964	\$8.04	
7/1/2019 – 6/30/2020	4,100	\$2,829	\$33,948	\$8.28	2.90%
7/1/2020 – 6/30/2021	4,100	\$2,914.42	\$34,973	\$8.53	2.93%

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 through June 30, 2021. 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.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

Landlord Initials: SL
 Date: 6/18/2020

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

FOR THE TENANT:

Department of Natural and Cultural Resources

Sarah L. Stewart
Sarah L. Stewart, Commissioner

Date 6/8/18

FOR THE LANDLORD:

HKH Associates, Inc.

Helmut Koch
Helmut Koch, President

Date 6/8/2018

STATE OF New Hampshire
COUNTY OF Merrimack

On this the 8th day of June 2018, before me Leanne Lavoie, the undersigned officer, personally appeared Helmut Koch, President, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

Leanne M. Lavoie
Notary Public

My Commission Expires: LEANNE M. LAVOIE, Notary Public
My Commission Expires September 27, 2022

Approved as to Form, Substance and Execution:

Jill Aulaw
Asst. Attorney General

Date 6/8/18

Approved by the NH Governor and Executive Council:

Item # _____ on _____, 2018

Landlord Initials: *HL*
Date: 6/8/2018

HKH ASSOCIATES, INC.

**CONSENT IN LIEU OF SPECIAL
MEETING OF DIRECTORS AND SHAREHOLDERS**

(Extension of State of New Hampshire Lease)

We, the undersigned, being all of the directors and all of the shareholders of HKH Associates, Inc., a New Hampshire business corporation, hereby take the following actions and adopt the following resolutions by unanimous written consent as permitted by RSA 293-A:7.04 and RSA 293-A:8.21:

VOTED: That the Corporation be, and hereby is, authorized and directed to extend the period of its existing lease of real estate to the State of New Hampshire.

VOTED: That the President of the Corporation, Helmut Koch, be, and hereby is, authorized and directed to negotiate the extension of the Corporation's lease of real estate with the State of New Hampshire on such terms as he determines to be desirable and in the best interest of the Corporation.

VOTED: That the President of the Corporation, Helmut Koch, be, and hereby is, authorized and directed to execute and deliver all leases, documents and instruments required to be executed and delivered in connection with the extension of the Corporation's lease of real estate to the State of New Hampshire on such terms as he determines to be desirable and in the best interest of the Corporation.

VOTED: That the President of the Corporation, Helmut Koch, and each of the other officers of the Corporation be, and each individually hereby is, authorized and directed to execute and deliver all leases, documents and instruments and such other things as are required to accomplish the intent of the foregoing resolutions.

AK

The undersigned, being all of the shareholders and directors of the Corporation, hereby waive all notice of a meeting and the holding of any meeting of the shareholders and directors of the Corporation to act upon the foregoing resolutions, and do hereby direct that this Consent be inserted in the minutes of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date set forth next to their signatures below.

Date: June 8, 2018



Helmut Koch, Director/President

Date: June 8 2018



Edward L. Huggins, Director/Vice President

Date: June 8, 2018



William F. Haskett, Director/Vice President

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 HKH ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on July 20, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 193509

Certificate Number: 0004106174



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/7/2019

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 CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246		CONTACT NAME: Jessica Maurais, ACSA PHONE (AC No. Exp): (603) 524-2425 FAX (AC No. Exp): (603) 524-2888 EMAIL ADDRESS: jmaurais@crossagency.com	
INSURED EKH Associates, Inc. 99 Airport Road Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America NAIC # 31534 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL186752590 **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.

REF. LTR	TYPE OF INSURANCE	ADDRESS (INSR) (RVD)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		20V993158905	4/1/2019	4/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED EQUIPMENT (CA Insurer) \$ 100,000 MED IDP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL, EACH ACCIDENT \$ EL, DISEASE - SA EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire Department of Cultural Resources Division of Historical Resources 19 Pillsbury Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE J. Ellsworth, ACSA/AS
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CULTURAL RESOURCES

Division of Arts, Division of Historical Resources,
Division of Libraries, Film and Television Office
Office of Curatorial Services
*American Canadian French Cultural Exchange Commission,
Administratively Attached*
Van McLeod, Commissioner



May 21, 2013

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

100% General Funds

Requested Action

Authorize the Department of Cultural Resources, Division of Historical Resources, to enter into a five (5) year renewal Lease Agreement in the amount not to exceed \$161,539.80 with HKH Associates, Inc. Concord, NH, Vendor #, 157434 for approximately 4,100 square feet of storage and archaeological lab space located at 99 Airport Road, Concord, NH, ; the lease rate will be fixed (no escalation) at \$7.88 per square foot for an annual cost of \$32,307.96 and includes provision of all services and utilities, other than telephone and data services. This agreement is effective for the period of July 1, 2013 through June 30, 2018.

Funding for this lease is available as follows, contingent upon availability and continued appropriations for fiscal years 2014 forward.

	FY '14	FY '15	FY '16	FY '17	FY '18
Office of Preservation 01-34-34-342010-34200000-022-0248	\$32,307.96	\$32,307.96	\$32,307.96	\$32,307.96	\$32,307.96

Total Cost: \$161,539.80

Explanation

The Department of Cultural Resources, Division of Historical Resources operates an archaeological collections management and curation facility with the State Conservation and Rescue Archaeology Program ("SCRAP") and is seeking approval to enter into a five (5) year renewal lease commencing on July 1, 2013 and ending on June 30, 2018 providing approximately 4,100 square feet of storage and lab space located at 99 Airport Road, Concord, NH. The rate for the term has been set at a fixed rate of \$32,307.96 annually for each of the five years. This is a true "gross" lease, with the rent including the landlord's provision of heat, sewer & water, electricity, real estate taxes, insurance, snow plowing & removal, building & site maintenance. Janitorial Services shall be provided by the Tenant

As required by Administrative Rule Adm. 610.06 "Public Notice," the Department of Cultural Resources conducted a search for rental space by soliciting "letters of interest" (Phase I of the RFP process) for leased space in the greater Concord, NH area for a term of up to five (5) years, through the publication of a "Request for Proposal" in the Concord Monitor on March 29, 2013 and April 5, 2013; concurrently, the

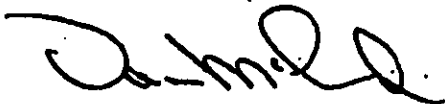
Department of Administrative Services Bureau of Planning and Management posted the RFP specifications on their website. The space search produced five (5) initial "Letters of Interest", of these one was declined due to offering non-conforming (too small and non-contiguous) space, while two others were declined due to disclosed "base" rental rates being too expensive. Two of the five initially proposed properties were found viable for undertaking "Phase II" of the proposal process which is design-development and subsequent submittal of proposals; HKH Associates offered renewal with provision of minor renovations for improved barrier-free access, while "McCarthy Properties" offered newly renovated space. The Department of Administrative Services' Bureau of Planning and Management provided design-build plans and specifications depicting the minimum fit-up requirements for each of the proposed properties, after review of these documents the two viable parties submitted the following proposals:

1. HKH Associates, Inc: Offered renewal of the Department of Cultural Resources' current 4,100 square foot space located at 99 Airport Drive, Concord NH, the offer included provision of minor renovations to the existing ramp and rest room to provide continued code conformance with "Americans with Disabilities Act" (ADA) codes. The initial HKH Associates proposal offered 10% annual escalation plus additional variable "other" payments estimated at \$2,000 annually, the resulting estimated five year total rent was \$169,540.00. This initial proposal was subsequently negotiated to true "gross" lease with no additional or variable payments, providing a five year fixed rate of \$7.88 per square foot which is \$32,307.96 annually with a resulting total five year rent of \$161,539.80
2. McCarthy Properties: Offered renovating 4,750 square feet of mixed office and warehouse space to the State's specifications in their building at 12 Chennell Drive, Concord NH. Their initial proposal offered the renovated space at \$11.00 per square foot year one through three with escalation to \$11.50 in years four and five, the resulting proposed five year total rent was \$265,999.68. Subsequent negotiations resulted in a proposed five year fixed rate of \$10.00 per square foot with a five year total rent of \$237,499.80.

HKH Associates, Inc offered the less costly of the two proposals, including avoidance of a potentially costly relocation; therefore it was selected for award.

The Office of the Attorney General has reviewed and approved the lease; we appreciate your thoughtful consideration and approval.

Very truly yours,



Van McLeod
Commissioner

Enclosures

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

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

DATE: May 23, 2013

SUBJECT: Attached Lease;
Approval respectfully requested.

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

LESSEE: Department of Cultural Resources, Division of Historic Resources, 20 Park Street,
Concord NH, 03301

LESSOR: HKH Associates, Inc., 99 Airport Road, Concord NH 03301

DESCRIPTION: Lease Renewal. Approval of the enclosed will authorize the continued rental of 4,100 square feet of space serving as storage, archive, and curation lab space for the Division of Historical Resources in a building suite located at 99 Airport Road, Concord NH

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

OPTIONS: There are no options to extend the term

ANNUAL RENT: Fixed (0% escalation) rent of \$32,307.96 which is \$7.88 per SF.
Total 5 Year Rent: \$161,539.80

JANITORIAL: Limited services required and such services will be provided by agency staff

MAINTENANCE & UTILITIES: Included in annual rent

TOTAL COST: \$161,539.80

PUBLIC NOTICE: Complied with all requirements, competitive RFP provided two viable proposals; of those two the least costly offer was renewal of the lease with HKH Associates

CLEAN AIR PROVISIONS: No provisions requiring testing are applicable due to the use (storage and lab) and occupancy (no full time staff assignment) of the space

BARRIER-FREE DESIGN COMMITTEE: Approval of renewal recommended contingent upon provision of certain limited renovations - these shall be provided after authorization of the enclosed

DEMISE PLAN: On file with Lessee, Lessor and DAS Bureau of Planning & Management

OTHER: There is no State-owned space available for this function, therefore 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 Beletz, Administrator II

Approved by:
Division of Plant and Property MGMT


Michael Connor, Deputy Commissioner

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

1. Parties to the Lease:

This indenture of Lease is made this 16th day of May 2013, by the following parties:

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

Name: HKH Associates, Inc.
(individual or corporate name)

State of Incorporation: New Hampshire
(if applicable)

Business Address: 99 Airport Road

Street Address (principal place of business)

Concord, NH 03301 (603) 228-0610

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: Cultural Resources, Division of Historic Resources

Address: 19 Pillsbury Street

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

Concord, NH 03301 (603) 271-3483

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: 99 Airport Road, EXACOM Building, 1st floor, south wing

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

Concord, NH 03301

City State Zip

The demise of the premises consists of: approximately 4,100 square feet

(provide square footage of the leased space)

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

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

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

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

Landlord Initials: [Signature]
Date: 5/16/2013

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

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

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

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

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

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

4. **Rent:**

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

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

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

Landlord Initials: DL
Date: 5/16/2013

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

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

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

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

Exceptions: _____

QR:

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

Exceptions: The Tenant shall be responsible for the provision of data and telecommunications services to the Premises, making direct payment for such provision to the provider thereof

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

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

Landlord Initials: AK

Date: 5/13/2015

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

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

The Premises shall be used as an "Archaeological Collections Management & Curation Facility", storing and collecting objects, with a small area for office use.

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

8. Maintenance and Repair by the Landlord:

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

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

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

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

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

Landlord Initials: *HL*

Date: *5/16/2013*

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

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

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

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

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

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

Landlord Initials: *ALP*
Date: *5/13/2013*

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

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

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

8.10 Interior finishes and surfaces:

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

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

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

OR:

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

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

Landlord Initials: RLB
Date: 5/16/2013

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

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

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

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

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

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

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

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

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

Landlord Initials: AB

Date: 5/16/2013

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

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

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

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

- A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B) **Occupancy of Premises "As Is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number of years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

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

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

Landlord Initials: *dlb*
Date: *5/16/2013*

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

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

See Exhibit D for text replacing Section 15 Insurance

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~

~~15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of N.H. RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.~~

16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

Landlord Initials: AB
Date: 5/16/2013

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

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

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

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

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

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

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

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

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

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

Landlord Initials: *HL*

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19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.
20. **Hazardous Substances:**
- 20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.
- 20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.
- 20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.
- 20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.
- 20.5 **Asbestos:**
- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.
- 20.6 **Material Safety Data Sheets (MSDS)**
- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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

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

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

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

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Edward Huggins

Title: VP-HKH Associates, Inc.

Address: 99 Alford Road, Concord NH 03301 Phone: (603) 228-0610

Email Address: ed.huggins@exacom.com

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

TENANT'S CONTACT PERSON:

Name: Kathleen Stanick

Title: Administrator II, Department of Cultural Resources

Address: 20 Park Street, Concord NH 03301 Phone: (603) 271-2400

Email Address: Kathy.Stanick@dcr.nh.us

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

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

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

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

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

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

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

26. Personnel:

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

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

28. Miscellaneous:

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

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

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

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

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

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

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

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

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

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

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

TENANT: The State of New Hampshire, acting through its Department of Cultural Resources,
Division of Historic Resources

Authorized by: (full name and title) James D. Conroy, Director

LANDLORD: (full name of corporation, LLC or individual) HKH Associates, Inc

Authorized by: (full name and title) Helmut Koch

Signature

Print: Helmut Koch President - HKH Associates, Inc.
Name & Title

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

OF: New Hampshire COUNTY OF: Merrimack

UPON THIS DATE (insert full date) May 16th, 2013, appeared before

me (print full name of notary) Joan B. Kilar the undersigned officer personally

appeared (insert Landlord's signature) Helmut Koch

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

of HKH Associates, Inc. and that as such

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

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

Joan B. Kilar

JOAN B. KILAR, Notary Public
My Commission Expires October 6, 2015

APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

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

Approval date: 5/22/13

Approving Attorney: Mike Bunn

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

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Date: 5/16/2013

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

**EXHIBIT A
SCHEDULE OF PAYMENTS**

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

The rent due for the Tenant's 4,100 square foot Premises during the FIVE -YEAR Term shall be in accordance with the following rental schedule:

Rental Schedule:

EFFECTIVE DATES	SQ. FT.	MONTHLY COST	ANNUAL COST	SF COST	% INCREASE
July 1, 2013- June 30, 2014	4,100	\$2,692.33	\$32,307.96	\$7.88	
July 1, 2014- June 30, 2015	4,100	\$2,692.33	\$32,307.96	\$7.88	0%
July 1, 2015- June 30, 2016	4,100	\$2,692.33	\$32,307.96	\$7.88	0%
July 1, 2016- June 30, 2017	4,100	\$2,692.33	\$32,307.96	\$7.88	0%
July 1, 2017- June 30, 2018	4,100	\$2,692.33	\$32,307.96	\$7.88	0%
	5 YEAR TOTAL		\$161,539.80		

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

N/A, there shall be no additional payments due or payable during the term

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EXHIBIT B

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

The Tenant shall be solely responsible for provision of janitorial and recycling services in the Premises

EXHIBIT C

Provisions for Architecturally Barrier-Free Accessibility, "Clean Air" Compliance, Improvements and Recycling

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

The State of New Hampshire Architectural Barrier-Free Design Committee has determined the following renovations and alterations are necessary, these renovations are to be completed no later than thirty (30) days after inception of the proposed renewal term.

1. Parking Lot:

a. Surface: Re-surface an area (as specified below) of the parking lot to a smooth, firm, level, crack and hole free asphalt surface, this area will provide a code conforming accessible path of travel from the "VAN ACCESSIBLE" parking space to the edge of the front entry ramp.

i. This rectangular area shall start at the edge of the ramp, abutting it with no more than 1/4" deviation, extending 16'-0" away from the ramp in width, and extending no less than 20'-0" in length outward from the building's exterior wall.

b. Painted Lot Stripes: Provide painted lines on the 16' x 20' portion of resurfaced asphalt lot indicating the following:

i. Directly adjacent to the entrance ramp; provide and designate an 8' wide Van Accessible ACCESS AISLE, this shall be at least 8' wide and 20' deep. Provided painted diagonal lines within this space to indicate "no parking"

ii. Directly adjacent to the access aisle (2nd line of access aisle shall be 1st line of space) provide and designate an 8' wide VAN ACCESSIBLE parking space, this space shall be at least 8' wide and 20' deep (measured from building face outward to lot).

c. Exterior Parking Lot Signs: Provide and install two (2) new signs as follows:

i. "NO PARKING" sign to be installed directly in front of the new access aisle with the lower edge of sign at least 60" above the lot. Adhering the sign to the exterior of the building is acceptable.

ii. "VAN ACCESSIBLE" sign with (white) text, provided on a blue sign with the (white) universal symbol of accessibility (wheelchair) symbol above the "van accessible" text ("handicap" text not acceptable). This sign is to be installed directly in front of the parking space with the lower edge of sign at least 60" above the lot. Adhering the sign to the exterior of the building is acceptable.

2. Existing Ramp to Public Entrance: Repair and/or replace walking surface planking to provide a smooth, even accessible path of travel. The repaired walking surface shall have no gaps or irregularities greater than 1/4" high.

3. Rest Room:

a. Door closer: Remove or adjust to provide no greater than 5 lbs of force necessary for operation and at least 5 seconds of time for closing

b. Toilet Flush Lever: Modify or replace existing toilet to provide flush lever on the "open side" (right hand in this instance) of the room. Note: any replacement fixture may need

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to be custom ordered, and must continue to provide conforming seat height of 17" to 19" high.

- c. Toilet Paper Dispenser: provide and install conforming toilet paper dispenser in a manner which also conforms to ANSI-604.07, specifically:
 - i. Horizontal: Center point of dispenser to be 7" to 9" forward on the toilet bowl edge.
 - ii. Vertical: Install 15" to 48" inches above the floor leaving 12" minimum space above grab bar for hand if mounted above, or 1.5" minimum space for hand if mounted below grab bar.
- d. Paper Towel Dispenser: Provide and install conforming paper towel dispenser - one which is operable with a single closed fist - adjacent to the sink installed with highest operable portion of the fixture at 48" above the floor.
- e. Sink waste Pipe: Provide and install conforming insulation
- f. Bookcase: Remove existing bookcase

Supportive of the Landlord's effort to provide conforming barrier-free accessibility the Tenant shall clear away clutter and obstructions from the "accessible path of travel" starting at the public entry, extending through the lab area and leading into the rest room. This shall include but not be limited to providing all doorways with at least 12" clearance at the push side and 18" on the pull side, and with conforming wheelchair turning clearances.

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

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

No "Clean Air" testing requirements are applicable to the Premises due to its use as lab and storage spaces, this exemption is provided by Env:A 2202.01 (b) "Office Space" definitions, therefore neither party shall undertake testing or certification.

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

The scope of improvements and renovations required at the Premises shall be limited to those described in Part I above.

Part IV Recycling: The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

The Tenant shall be responsible for complying with all recycling requirements issued by the State of New Hampshire, Department of Administrative Services.

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**EXHIBIT D
SPECIAL PROVISIONS**

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

Special Provisions:

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

Modification of Standard Provisions:

a) The standard text of Section 15. Insurance has been deleted, replaced with the following:

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

15.1 Workers Compensation Insurance: To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2013

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 CROSS INSURANCE - LACONIA 155 Court Street Laconia NH 03246	CONTACT PERSON Janice Bagley, CIC Phone: (603) 524-2425 FAX: (603) 524-3444 Email: jbagley@crossagency.com
INSURED RUEH Associates 99 Airport Road Concord NH 03304	INSURER AFFORDING COVERAGE GENERAL: Hanover Ins Group PROPERTY: AUTOMOBILE: MARINE: AVIATION:

COVERAGES CERTIFICATE NUMBER: CL135784824 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.

TYPE OF INSURANCE	AGENCY	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		EDV262429359	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PROPERTIES (Per occurrence) \$ 50,000 MED EXP (Any amt per pers) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
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 (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COV <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/DECISIVE OFFICER/MEMBER EXCLUDED? (Indicate in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of New Hampshire Department of Cultural Resources Division of Historical Resources 19 Pillsbury Street PO Box 2043 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 J Bagley, CIC/JBS <i>Janice Bagley</i>
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STATE OF NEW HAMPSHIRE
GOVERNOR'S COMMISSION
ON DISABILITY

Margaret Wood Hassan, Governor
Paul Van Bortgen, Chairman
John W. Richards, MSW, MBA, Executive Director

57 Regional Drive
Concord, NH 03301-8518
Tele: (603) 271-2773 VM or TTY
Tele: 1 (800) 832-3405 VM or TTY
Fax: (603) 271-2837

April 18, 2013

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

Requested Action

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Cultural Resources, Division of Historic Resources
Location: 99 Airport Road, EXACOM Building, 1st Floor, South Wing, Concord, NH 03301
Lessor: HGH Associates, Inc, 99 Airport Road, Concord, NH 03301
Term: August 1, 2013- July 31, 2018

The Architectural Barrier Free-Design Committee respectfully recommends that the subject LEASE RENEWAL of approximately 4,100 Square Feet of Space square feet of space be approved, with the following conditions.

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

1. From the sidewalk and the parking space access aisles, to the accessible entrance, the path of travel needs to be repaired to meet the firm, stable and slip-resistant, with a smooth walking surface requirements as stated in ANSI 302.1; ADAAG 302.1
2. Provide a van-accessible parking space that is designated with a sign displaying the wheelchair symbol that reads "VAN ACCESSIBLE" per ANSI 502.7; ADAAG 502; NH RSA 266:73-a.
3. Provide an adjacent access aisle that is at least 96 inches wide, preferably provided on the passenger side of the parking space in accordance with Abfd 303.02(3)(b). The access aisle shall have **NO PARKING** signs mounted in the proper locations per Abfd 303.02(4).

AK
5/10/2013

4. Inspect and repair the ramp decking to ensure any changes in level greater than 1/4 inch in height and not more than 1/2 inch maximum in height shall be beveled with a slope not steeper than 1:2 per ANSI 303.3.

5. The accessible route shall be at least 36 inches wide and clear of any debris per ANSI 403.5; ADAAG 403.5.1.

6. Provide the toilet paper dispenser so that it is 7-9 inches forward of the front of the water closet bowl, and mounted 15 - 48 inches above the floor in compliance with ANSI 604.7.

7. The water closet flush control shall be located on the open side of the room per ANSI 604.6

8. The pipes beneath the lavatory shall be insulated per ANSI 606.6

9. Provide a paper towel dispenser mounted no higher than 48 inches from the floor in accordance with ANSI / ADAAG 308.

10. Correct the force to open the bathroom door to be no more than 5 pounds of force needed in accordance with ANSI 404.2.6. If there is a closer, meaning the door closes by itself, the door shall take at least 5 seconds to close in accordance with ANSI 404.2.7.

11. Remove free standing shelf from bathroom to ensure proper clear floor space is provided beyond the swing of the door that measures at least 30 x 48 inches per ANSI / ADAAG 603.2.3

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

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

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

DAVID GILSON

David Gilson, Chair

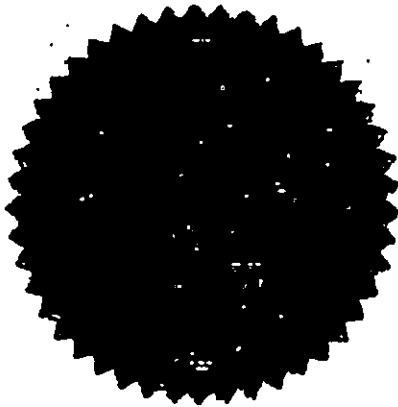
JLS 4-23-13

ABE
5/16/2013

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 HKH ASSOCIATES, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on July 20, 1993. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of May, A.D. 2013

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

William M. Gardner
Secretary of State

HKH ASSOCIATES, INC.

**CONSENT IN LIEU OF SPECIAL
MEETING OF DIRECTORS AND SHAREHOLDERS**

(Renewal of State of New Hampshire Lease)

We, the undersigned, being all of the directors and all of the shareholders of HKH Associates, Inc., a New Hampshire business corporation, hereby take the following actions and adopt the following resolutions by unanimous written consent as permitted by RSA 293-A:7.04 and RSA 293-A:8.21:

- VOTED:** That the Corporation be, and hereby is, authorized and directed to renew its existing lease of real estate to the State of New Hampshire.
- VOTED:** That the President of the Corporation, Helmut Koch, be, and hereby is, authorized and directed to negotiate the renewal of the Corporation's lease of real estate to the State of New Hampshire on such terms as he determines to be desirable and in the best interest of the Corporation.
- VOTED:** That the President of the Corporation, Helmut Koch, be, and hereby is, authorized and directed to execute and deliver all leases, documents and instruments required to be executed and delivered in connection with the renewal of the Corporation's lease of real estate to the State of New Hampshire on such terms as he determines to be desirable and in the best interest of the Corporation.
- VOTED:** That the President of the Corporation, Helmut Koch, and each of the other officers of the Corporation be, and each individually hereby is, authorized and directed to execute and deliver all leases, documents and instruments and do all such other things as are required to accomplish the intent of the foregoing resolutions.

The undersigned, being all of the shareholders and directors of the Corporation, hereby waive all notice of a meeting and the holding of any meeting of the shareholders and directors of the Corporation to act upon the foregoing resolutions, and do hereby direct that this Consent be inserted in the minutes of the Corporation.


IN WITNESS WHEREOF, the undersigned have executed this Consent as of the date set forth next to their signatures below.

May 13, 2013



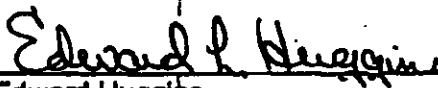
Helmut Koch
Shareholder and Director

May 13, 2013



William Haskett
Shareholder and Director

May 13, 2013



Edward Huggins
Shareholder and Director