



**New Hampshire  
Employment  
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



July 24, 2014

GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to retroactively amend the current lease agreement with Key Road Associates (VC 155643), Keene, NH for rental of 4,800 square feet of office space located at 109 Key Road, Keene for an additional twelve (12) months, commencing August 1, 2014 ending July 31, 2015, at a total cost of \$57,552. The original lease agreement was approved by Governor and Council action as item #45 on June 17, 2009 and extended in accordance with the lease agreement as item #18 on February 22, 2012. 100% Federal funds.

Federal funds available for these services will be expended as follows.

02 - 27 - 27 - 270010 - 8040 DEPT OF EMPLOYMENT SECURITY												
10	-	02700	-	80400000	-	022	-	500248	Rental,		<u>SFY 2015</u>	<u>SFY 2016</u>
									Non-State		\$ 52,756.00	\$ 4,796.00
									Vendor Code: 155643 Key Road Associates			
									RQ#: TBD			

EXPLANATION

Governor and Council action as item #45 on June 17, 2009 approved the original lease agreement for the location of our current Keene Local Job and Information Center at 109 Key Road, Keene for a period of three (3) years with the option to extend for one (1) additional two (2) year term ending July 31, 2014. The extension for an additional two (2) year term was authorized by Governor and Council at item #18 on February 22, 2012. We are requesting approval to amend the current lease to provide an additional twelve (12) months of occupancy; providing time in which to complete promulgation and submittal of a renewal lease. The base rental of this office space remains at \$11.99 per square foot or \$4,796 monthly. Additional annual costs above the basic rental charge are for electricity estimated at \$8,000, janitorial services estimated at \$7,875, and heat estimated at \$5,700. These expenses bring the estimated cost per square foot to \$19.48. This request is submitted retroactively, as NHES was unable to obtain a completed documentation in a timely manner from the landlord. Attached are copies of the original lease and the original Governor and Council request plus the extension request.

Approval of this lease extension will allow the Department to continue to provide uninterrupted services to the region.

Respectfully submitted,

Richard J. Lavers  
Deputy Commissioner

RJL/jdr  
Attachments

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

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

**DATE:** July 25, 2014

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

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

**LESSEE:** New Hampshire Employments Security, 45 South Fruit Street, Concord, NH

**LESSOR:** Key Road Associates, 106 Washington Street, P.O.Box 472, Keene NH 03431

**DESCRIPTION:** Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued occupancy at Employment Security's current Keene client services office comprised of 4,800 square feet of ground floor space located 109 Key Road, Keene NH. During the extended term Employment Security will complete their evaluation of proposals received during the ongoing lease RFP process and submit any resulting proposed lease to all required authorities for approval

**TERM:** Twelve (12) months: commencing retroactively August 1, 2014 expiring July 31, 2015

**RENT:** The current rate of approx. \$11.99 per square foot which is \$57,552 annually shall remain unchanged (0% escalation) for the extended term, payable as \$4,796 monthly

**JANITORIAL:** Tenants additional expense: approx. \$7,875 (\$1.64 SF) annually

**UTILITIES:** Tenants additional expense: approx. ~~\$13,700 (\$2.85 SF)~~ annually  
\$21,575 (\$4.49 SF)

**TOTAL:** \$57,552 rent + approx. \$21,575 jan/utilities = \$79,127 (\$16.48 SF) annually

**PUBLIC NOTICE:** Sole-Source amendment of current lease, however any subsequent renewal or new lease will conform to all required competitive RFP processes

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

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

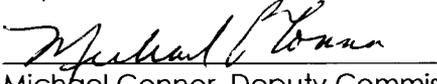
**OTHER:** Approval of the enclosed is recommended

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

Reviewed and recommended by:  
Bureau of Planning and Management

  
Mary Belec, Administrator II

Approved by:  
Department of Administrative Services

  
Michael Connor, Deputy Commissioner

## AMENDMENT

This Agreement (the "Amendment") is dated, July 1, 2014 and is by and between the State of New Hampshire acting through New Hampshire Employment Security (the "Tenant") and Key Road Associates, (the "Landlord") 106 Washington Street, P.O. Box 472, Keene NH, 03431.

Whereas, pursuant to a five-year Lease agreement (the "Agreement"), for 4,800 square feet of first/ground floor level space located at 109 Key Road, Keene NH which was first entered into on March 31, 2009 and approved by the Governor and Executive Council on June 17, 2009, item #45, with the term thereafter extended in accordance with the Agreement which was approved by the Governor and Executive Council on February 22, 2012, item #18, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of final approvals, and;

The Tenant will need up to twelve (12) months to complete such process however the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while processes are concluded;

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

### Amendment of Agreement:

**3.1 Term:** The expiration date of the current agreement, July 31, 2014 is hereby amended to terminate up to twelve (12) months thereafter, August 1, 2015. During the amended Term if the Parties hereto enter into a "renewal lease", and such lease is subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the renewal lease's "Occupancy Term" replaced by the terms and conditions of such lease upon that date.

**4.1 Rent:** The current annual rent of \$57,552.00 which is approximately \$11.99 per square foot will remain the same during the amended term, prorated to a monthly rent of \$4,796.00 which shall be due on the first day of each month during the term. The first monthly installment shall be due and payable August 1, 2014 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The total amount of rent to be paid under the terms of this agreement shall not exceed twelve (12) months which is \$57,552.00.

Initials: HISL

Date: 7/1/14

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

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

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

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

Initials: HISL

Date: 7/1/14

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

**TENANT:** New Hampshire Employment Security

Date: 7/15/14

By: [Signature]

**LANDLORD:** Key Road Associates

Date: 7/11/2014

By: Howard B. [Signature]

Acknowledgement: State of N.H., County of Cheshire.

On (date) 7/11/14, before the undersigned officer, personally appeared Howard B. [Signature] Partner, who satisfactorily proved to be the persons identified above as the owners, and ~~they~~ <sup>who</sup> personally executed this document.

Signature of Notary Public or Justice of the Peace: Patricia A. Lake

Commission expires: 8/24/2016 Seal:

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

Patricia A. Lake, Justice of the Peace

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

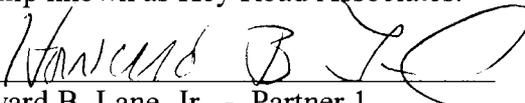
By: [Signature], Assistant Attorney General, on 7/24/14.

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

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

**CERTIFICATE OF VOTE**

Howard B. Lane, Jr. and Kendall W. Lane, partners of Key Road Associates are each hereby authorized to execute, submit, deliver and amend, on behalf of Howard B. Lane, Jr. and Kendall W. Lane, d/b/a Key Road Associates any and all documents or contracts in connection with the lease of the property located at 109 Key Road, including twenty-five (25) parking spaces to NH Employment Security. Howard B. Lane, Jr. and Kendall W. Lane are the only two partners in the partnership known as Key Road Associates.

  
Howard B. Lane, Jr. - Partner 1

Acknowledgment: State of New Hampshire, County of Cheshire on July 1, 2014, before the undersigned officer, personally appeared the person identified as Howard B. Lane, Jr. in the block above, or satisfactorily proven to be the person whose name is signed as Partner 1 in the block above and acknowledged that he executed this document in the capacity indicated in the block above as partner in Howard B. Lane, Jr. and Kendall Lane d/b/a Key Road Associates.

  
Notary Public/Justice of the Peace

Seal:

Patricia A. Lake, Justice of the Peace

  
Kendall W. Lane - Partner 2

Acknowledgment: State of New Hampshire, County of Cheshire on July 1, 2014, before the undersigned officer, personally appeared the person identified as Kendall W. Lane in the block above, or satisfactorily proven to be the person whose name is signed as Partner 2 in the block above and acknowledged that he executed this document in the capacity indicated in the block above as partner in Howard B. Lane, Jr. and Kendall W. Lane d/b/a Key Road Associates.

  
Notary Public/Justice of the Peace

Seal:

Patricia A. Lake, Justice of the Peace



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2014

Your copy

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).

<b>PRODUCER</b> Masiello Insurance Agency 69-A Island Street, Suite 1  Keene NH 03431	<b>CONTACT NAME:</b> Jennifer Hakala <b>PHONE (A/C No. Ext):</b> (603) 352-1810 <b>E-MAIL ADDRESS:</b> jennh@masiello.com		<b>FAX (A/C No.):</b> (603) 352-8367
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Patriot Insurance Company		<b>NAIC #</b> 32069
<b>INSURED</b> Key Road Associates Howard and Kendall Lane dba 106 Washington Street Keene NH 03431	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** NH Employment Security      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC			CPP6228918	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
	<b>AUTOMOBILE LIABILITY</b> <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						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			CPP6228918	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
RE: 109 Key Road, Keene, NH

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Employment Security 45 South Fruit Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Jennifer Hakala/JEN <i>Jennifer Hakala</i>

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 KEY ROAD ASSOCIATES is a New Hampshire trade name registered on February 17, 1983 and that Kendall W. Lane, Esq and Howard B. Lane, Esq. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3<sup>rd</sup> day of July, A.D. 2014

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

William M. Gardner  
Secretary of State



**New Hampshire  
Employment  
Security**

www.nh.gov/nhes

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

32 SOUTH MAIN STREET  
CONCORD, NH 03301-4857



FEB 07 '12 PM 2:49 DA

TARA G. REARDON, COMMISSIONER

DARRELL L. GATES, DEPUTY COMMISSIONER

February 6, 2012

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

#10  
2/22/12

Requested Action

To authorize New Hampshire Employment Security (NHES) to exercise the option to extend its current lease agreement with Key Road Associates (VC# 155643) for rental of 4,800 square feet of office space located at 109 Key Road, Keene for the full term of the extension effective August 1, 2012 through July 31, 2014 at an additional cost of \$115,104.00 or \$57,552.00 annually for a two year period. The initial lease agreement was approved by Governor and Council as item # 45 on June 17, 2009 at a cost of \$57,552.00 annually for a three year period. The new five year cost of the agreement will be \$287,760.00.

100% Federal funds shall be available for these services to be expended as follows:

02 - 27 - 27 - 270010 - 8040 DEPT OF EMPLOYMENT SECURITY

	FY 2013	FY 2014	FY 2015
10 - 02700 - 80400000 - 022 - 500248 Rental, Non-State	\$ 52,756.00	\$ 57,552.00	\$ 4,796.00

Vendor Code: 155643 Key Road Associates  
RQ#: 126373

Explanation

As required by Administrative Rule Adm 610.06 "Public Notice" NHES solicited a "request for proposal" (RFP) for the lease of office space through advertisements in Public Notice sections of the "Union Leader" and the "Keene Sentinel", concurrently posting the RFP on the Bureau of Planning and Management's web site. The only response received was from the current landlord for renewal of the current office space lease.

The lease renewal is structured as a modified net rate with a base rental charge of \$11.99 per square foot which is \$4,796.00 monthly, \$57,552.00 annually; this rate will remain fixed (no escalation) over the additional two year term. Additional annual costs above the basic rental which shall be paid by NHES directly to the providers will be for electricity estimated at \$8,000.00 (approx. \$1.67 per square foot), janitorial services estimated at \$7,875.00 (approx. \$1.64 per square foot), and heating fuel estimated at \$5,700.00 (approx. \$1.19 per square foot). These additional expenses bring the estimated total cost per square foot to \$16.49. Approval of this lease extension will allow the Department to continue to provide uninterrupted services to the region.

Sincerely,

Tara G. Reardon  
Commissioner

TGR/jdr  
Attachments

NHES is a proud member of America's Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary aids and services are available upon request of individuals with disabilities

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/ TTY Access: Relay NH 1-800-735-2964 Web site: www.nh.gov/nhes

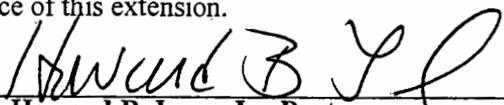
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PLANNING AND MANAGEMENT  
STANDARD LEASE EXTENTION FORM

- **Advance notice to Landlord of Tenant exercising their option for Lease Extension:**  
As provided by section 3.3 "extension of term" in the original "State of New Hampshire" lease contract agreement (copy attached herein) the "Tenant" who is the State of NH, acting through the Department of: **Employment Security**

Hereby notifies the "Landlord", who is identified in the original lease agreement as: Howard B. Lane, Jr., and Kendall Lane dba Key Road Associates that the Tenant hereby gives written notice of their intent to exercise the option to extend the lease term.

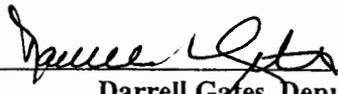
- **The inception of the extension of term:** The effective dates of the extension shall be as set forth in the original lease contract, commencing: **August 1, 2012 (8/1/12)** ; ending: **July 31, 2014 (7/31/14)**.
- **The rent during the extension of term** shall be as set forth in the original contract. In order to preclude any misunderstanding between the Landlord and Tenant, the rate documented for each year of the extension is hereby reiterated: **\$57,552.00**
- **Copy of the Landlord's current "Certificate of Insurance" requested:** In order to assure continued compliance with the original lease provisions as set forth in section 15 "Insurance", please remit to the Tenant (within 30 days of receipt of this notice) a copy of the current certificate of insurance applicable to the leased premises. The Tenant shall attach the current certificate to this document, submitting them to the Department of Justice and the Governor and Executive Council as proof of continued compliance with the original terms and conditions of the lease.
- Notwithstanding the foregoing provisions, it is hereby understood that the commencement of this "extension of term" is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire. In the event that said approval request is denied, then the Lease extension shall thereupon immediately terminate, and all contractual lease obligations of the parties hereto shall cease.
- The Landlord hereby acknowledges receipt of notice of this extension.

Landlord: (give full name and title)

  
Howard B. Lane, Jr., Partner

**OFFICIAL NOTICE GIVEN BY TENANT:** The State of New Hampshire, acting through its' Department of **Employment Security**

Authorized by: (give full name and title) :

  
Darrell Gates, Deputy Commissioner

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

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

1/17/12

Approving Attorney: \_\_\_\_\_



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

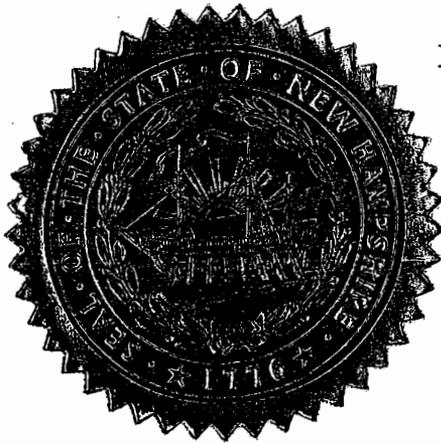
Approval date: \_\_\_\_\_

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

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 KEY ROAD ASSOCIATES is a New Hampshire trade name registered on February 17, 1983 and that Howard B. Lane, Jr. and Kendall W. Lane presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



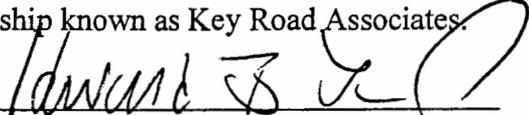
In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30<sup>th</sup> day of January, A.D. 2012

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

Howard B. Lane, Jr. and Kendall W. Lane, partners of Key Road Associates are each hereby authorized to execute, submit, deliver and amend, on behalf of Howard B. Lane, Jr. and Kendall W. Lane, d/b/a Key Road Associates any and all documents or contracts in connection with the lease of the property located at 109 Key Road, including twenty-five (25) parking spaces to NH Employment Security. Howard B. Lane, Jr. and Kendall W. Lane are the only two partners in the partnership known as Key Road Associates.

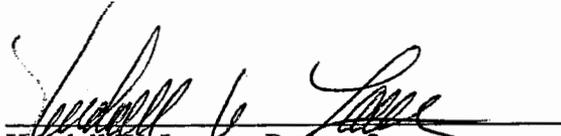
  
Howard B. Lane, Jr. - Partner 1

Acknowledgment: State of New Hampshire, County of Cheshire on January 26, 2012, before the undersigned officer, personally appeared the person identified as Howard B. Lane, Jr. in the block above, or satisfactorily proven to be the person whose name is signed as Partner 1 in the block above and acknowledged that he executed this document in the capacity indicated in the block above as partner in Howard B. Lane, Jr. and Kendall Lane d/b/a Key Road Associates.

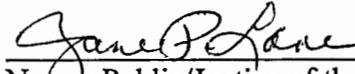
  
Notary Public/Justice of the Peace

Seal:

Jane P. Lane, Justice of the Peace

  
Kendall W. Lane - Partner 2

Acknowledgment: State of New Hampshire, County of Cheshire on January 26, 2012, before the undersigned officer, personally appeared the person identified as Kendall W. Lane in the block above, or satisfactorily proven to be the person whose name is signed as Partner 2 in the block above and acknowledged that he executed this document in the capacity indicated in the block above as partner in Howard B. Lane, Jr. and Kendall W. Lane d/b/a Key Road Associates.

  
Notary Public/Justice of the Peace

Seal:

Jane P. Lane, Justice of the Peace



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2011

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).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Jennifer Hakala	
Masiello Insurance Agency		<b>PHONE (A/C No. Ext):</b> (603) 352-1810	<b>FAX (A/C No.):</b> (603) 352-8367
69-A Island Street, Suite 1		<b>E-MAIL ADDRESS:</b>	
Keene NH 03431		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Peerless Insurance Company	<b>NAIC #</b> 24198
<b>INSURED</b>		<b>INSURER B:</b>	
Key Road Associates		<b>INSURER C:</b>	
106 Washington Street		<b>INSURER D:</b>	
Keene NH 03431		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** NH Dept Empl Sec      **REVISION NUMBER:**

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

INSR TR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CBP9727390	6/1/2011	6/1/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPOP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU9076683	6/1/2011	6/1/2012	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 residence of coverage per Lease agreement with the State of New Hampshire, Department of Employment Security @ 109 Key Road, Keene, NH 03431

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
03) 224-2416      helen.a.dinsmore@nhes.nh.g	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
NH Dept of Employment Security Attn: Helen A. Dinsmore 32 South Main Street Concord, NH 03301	
	<b>AUTHORIZED REPRESENTATIVE</b>
	B Patnode, VP, CPCU/B <i>Barbara Patnode</i>



#45  
6/17/09

May 12, 2009

TARA G. REARDON, COMMISSIONER

DARRELL L. GATES, DEPUTY COMMISSIONER

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

Requested Action

To authorize New Hampshire Employment Security (NHES) to enter into a renewal lease agreement with Key Road Associates (VC 92857), Keene, NH for rental of 4,800 square feet of office space located at 109 Key Road, Keene, NH. The initial term of the lease is for a period of three (3) years beginning August 1, 2009 through July 31, 2012 at a cost of \$57,552.00 annually, there is an option to extend the term for an additional two years, however if the option is exercised it will be submitted to Governor and Council for separate authorization. Funds are anticipated to be available in SFY 2010 through SFY 2013 subject to the availability and continued appropriation of funds in future operating budgets, the three year cost of the agreement will be \$172,656.

100% Federal funds shall be available for these services to be expended as follows:

	FY 2010	FY 2011	FY 2012	FY 2013
010 - 027 - 8040 - 022 - 0248 Rental of Non-State	\$ 52,756.00	\$ 57,552.00	\$ 57,552.00	\$ 4,796.00
Vendor Code: 92857 Key Road Associates				

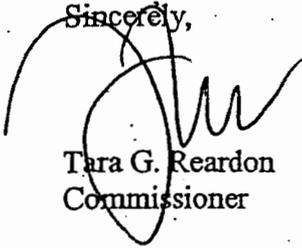
VC #155643

Explanation

Req # 101473  
As required by Administrative Rule Adm 610.06 "Public Notice" NHES solicited a "request for proposal" (RFP) for the lease of office space through advertisements in Public Notice sections of the "Union Leader" and the "Keene Sentinel", concurrently posting the RFP on the Bureau of Planning and Management's web site. Responses were received from three parties offering three different locations, one of which was for renewal of the current office. One of the two proposed new locations provided greater square footage than required which could not be subdivided (reduced) which would have therefore resulted in rental costs exceeding the enclosed renewal lease. The second proposed new location was for new construction and would not be available until late fall of this year.

The lease renewal is structured as a modified net rate with a base rental charge of \$11.99 per square foot which is \$4,796.00 monthly, \$57,552.00 annually; this rate will remain fixed (no escalation) over the three year term. Additional annual costs above the basic rental which shall be paid by NHES directly to the providers will be for electricity estimated at \$9,600.00 (\$2.00 per square foot), janitorial services estimated at \$8,700.00 (approx. \$1.81 per square foot), and heating fuel estimated at \$5,000.00 (approx. \$1.04 per square foot). These additional expenses bring the estimated total cost per square foot to \$16.84. Approval of this lease renewal will allow the Department to continue to provide uninterrupted services to the region.

Sincerely,



Tara G. Reardon  
Commissioner

TGR/jdr  
Attachments

RQ 102049

unreleased work unit

358305

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 31st day of March 2009, by the following

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

Name: Howard B. Lane Jr., and Kendall Lane d/b/a Key Road Associates

(if corporation, give full corporate name)

State of Incorporation: \_\_\_\_\_

(if applicable)

Business Address: 106 Washington Street, P.O. Box 472

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

<u>Keene</u>	<u>NH</u>	<u>03431</u>	<u>603-352-5720</u>
City	State	Zip	Telephone number

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

Department Name: NH Employment Security

Address: 32 South Main Street

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

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>603-229-4412</u>
City	State	Zip	Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 109 Key Road

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

<u>Keene</u>	<u>NH</u>	<u>03431</u>
City	State	Zip

The demise of the premises consists of: 4,800 Sq. Ft.

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

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

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

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of Three (3) year(s), commencing on the 1st day of August, in the year 2009, and ending on the 31st day of July, in the year 2012, unless sooner terminated in accordance with the Provisions hereof.

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

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

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

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

**3.3 Extension of Term:** The Tenant shall have the option to extend the Term for *(insert text)* One Additional term(s) of Two (2) year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

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

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

**4. Rent, Additional Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B The first such installment to be and payable on the following date: *(insert month, date and year)* August 1, 2009 . If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

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

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

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

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

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

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

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

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its' intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

**6. Utilities: (select one of the clauses below, indicating the selection with an "x")**

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

**OR:**

The Landlord shall at his own and sole expense furnish all utilities, except those listed below:

Utilities and maintenance items not included in the statement selected above shall be defined as the following:  
(document the utilities not to be provided in the space below, or further define in Exhibit E)

Tenant shall be responsible for making direct payment to the providers of heating fuel, electricity and telecommunications.

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

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

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* Office and storage space for NHES or such other board, or governmental agency as may be allotted by the Commissioner excepting retail business. and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. **Maintenance and Repair:**

8.1 **Maintenance by the Landlord:** The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises, or any appurtenance thereto, which may become necessary during the Term or any extension or Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of, the roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

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

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

Janitorial Services shall be the Tenant's responsibility.

8.3 **Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within fifteen (15) days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

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

9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (tenant or landlord) responsible for the performance of alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

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

9.1.2 If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

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

**9.2 Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

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

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

10.1.1 **Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

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

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

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

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

B. **Occupancy of Premises "As is":** Occupy the Premises in its current condition, in which event the rent hereunder shall be decreased by the proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

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

D. **Delay Occupancy:** In accordance with paragraph 3.2 herein.

- 11. **Quiet Enjoyment:** Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to Occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
- 12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.
- 13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or of showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
- 14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

See Exhibit E herein for provisions replacing "15 Insurance"

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

15.1 **Waiver of Subrogation:** *(optional clause, applicable only if selected)*  Selected

Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.

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

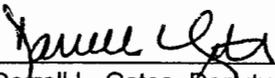
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence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

- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
17. **Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 **Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 **Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.
- 18 **Event of Default; Termination by the Landlord and the Tenant:**
- 18.1 **Event of Default; Landlord's Termination:** In the event that:
- 18.1.1 **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- 18.1.2 **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant/s covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
- 18.2 **Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.
- 18.3 **Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

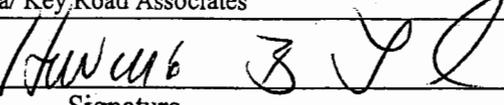
19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
21. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
22. **Miscellaneous:**
- 22.1 **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 22.2 **No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 22.3 **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 22.4 **Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 22.7 **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 22.8 **Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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

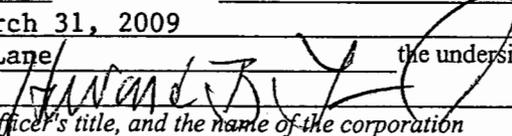
**TENANT:** The State of New Hampshire, acting through its ~~Department of~~ New Hampshire Employment Security

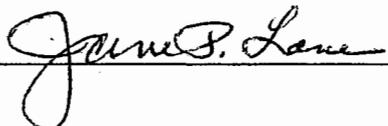
Authorized by: (give full name and title)   
Darrell L. Gates, Deputy Commissioner

**LANDLORD:** (give name of either the corporation or the individual) Howard B. Lane Jr., and Kendall Lane d/b/a/ Key Road Associates

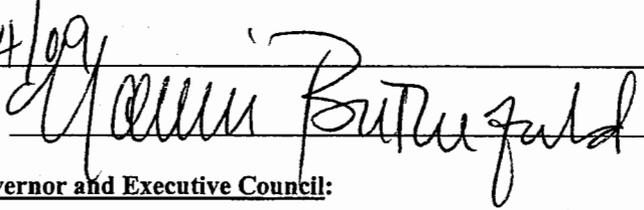
Authorized by: (give full name and title)   
Print: Howard B Lane Jr  
Signature  
Name & Title Partner

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

UPON THIS DATE (insert full date) March 31, 2009, appeared before me (print full name of notary) Jane P. Lane the undersigned officer personally appeared (insert Landlord's signature)  who acknowledged him/herself to be (print officer's title, and the name of the corporation) Howard B. Lane, Jr., Partner, Key Road Associates 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)  
 Justice of the Peace  
My commission expires: 11/29/2011

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

**Approved by the Department of Justice as to form, substance and execution:**  
Approval date: 5/4/09  
Approving Attorney: 

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

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

**EXHIBIT A**

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

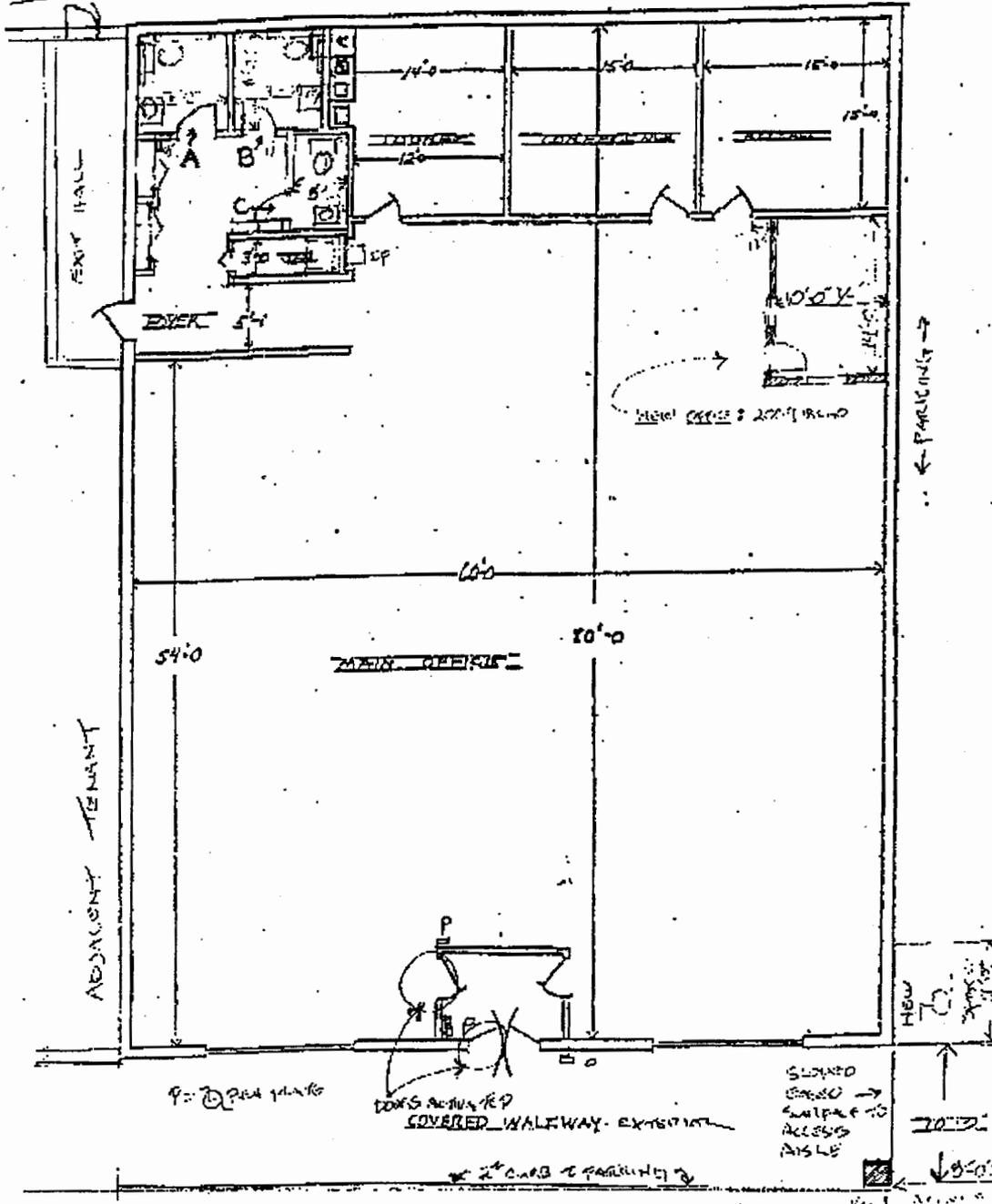
- The total demise of the Tenant's Premises is approximately 4,800 square feet, configured as shown in the floor plan attached herein.
- In addition to the use of the Premises, the Tenant and the Tenant's visitors shall have the right to use the adjacent parking lot areas; said use shall be at no additional charge, included in the annual rent.

EXHIBIT A - FLOOR PLAN

A, B, C;  
THREE OFFICES

109 KEY ROAD  
KEENE, N. H.

EXHIBIT A



**EXHIBIT B**

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

**RENTAL SCHEDULE:**

The Premises are comprised of approximately 4,800 square feet of space as set forth in "Section 2" and "Exhibit A" herein; this figure is used to calculate the approximate "square foot cost" of the Premises. The annual rent set forth herein does not include the Landlord's provision of electricity or heating fuel to the Premises, Tenant shall be responsible for said provision making direct arraignments with and payments to the providers thereof. The annual rent due for the Premises during the Term shall be as follows:

**Initial Three-Year Term:**

<b>Year</b>	<b>Lease Dates</b>	<b>Approx. Sq. Ft Cost</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>	<b>* Approx. % increase per year</b>
1	August 1, 2009 – July 31, 2010	\$11.99	\$4,796.00	\$57,552.00	
2	August 1, 2010 – July 31, 2011	\$11.99	\$4,796.00	\$57,552.00	0%
3	August 1, 2011 – July 31, 2012	\$11.99	\$4,796.00	\$57,552.00	0%
<b>Total for initial three year term:</b>				<b>\$172,656.00</b>	
<b>If the Tenant's option to extend the term set forth in 3.3 of the Agreement herein is exercised, the rent for the two-year extension shall be:</b>					
4	August 1, 2012 – July 31, 2013	\$11.99	\$4,796.00	\$57,552.00	0%
5	August 1, 2013 – July 31, 2014	\$11.99	\$4,796.00	\$57,552.00	0%
<b>Total for two-year extension of term:</b>				<b>\$115,104.00</b>	

\*Annual rent has been rounded to nearest whole number divisible by 12 equal monthly payments.

### EXHIBIT C

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

1. The Tenant shall assume responsibility for and pay for janitorial services to the Premises during the term herein. Provision of said services shall include the following:
  - a. cleaning and provision of consumable supplies in the rest rooms,
  - b. vacuuming and/or cleaning of all floors in the Premises
  - c. Disposal of all office rubbish located in containers throughout the Premises.
  - d. Collection of materials which are suitable for recycling and disbursement to a recycling center.
2. The Tenant shall have the right to lawfully dispose of non recycling content office rubbish from the Premises into an "on site" dumpster the Landlord shall provides and maintain on the site to which the Premises are a part. Said use shall be shared in common with others.
3. The Landlord is responsible for the timely provision of all services specified herein in section 8.1 "Maintenance".

## EXHIBIT D

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

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

The following renovations and alternations shall be provided as described herein, and as set forth in Section "9 Alterations" which requires compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (ICC/ANSI A117.1-1998 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations). When applicable, renovation plans shall be submitted to the local authority having jurisdiction (i.e. the building inspector) for approval.

The Landlord (at the Landlord's sole expense) shall complete provision of certain renovations and alterations to the building for the purpose of providing Architectural Barrier-Free Accessibility. All renovations and alterations shall be provided in conformance with the provisions and specifications set forth herein. Provision of the renovations set forth in this "Part" shall be in addition to other renovations to the Premises to be provided by the Landlord set forth in "Part III" herein. The time allowed for completion of these renovations shall be no later than thirty (30) days after the inception of the term for completion of interior renovations. If inclement weather prevents completion of exterior renovations within thirty days after the inception of the term the time frame for completion shall be extended, with the Landlord pursuing completion with due diligence, with completion required prior to no later than June 30, 2009.

1. Parking Lot:

- a. New Accessible Parking space: Provide one (1) new accessible parking space by providing new designation (with an appropriate sign) of the existing 9' wide parking space located directly adjacent to the building and the accessible path of travel.
  - i. Provide and install a new sign bearing the universal symbol of accessibility (wheelchair) with the text "RESERVED" below. This sign shall be located directly in front of the parking space to the right of the access aisle, with the lower edge of the sign mounted at 60" high.
- b. Parking Lot Designation Signs: modify two existing signs as follows:
  - i. raise the existing "VAN ACCESSIBLE" sign in front of the said space to provide the lower edge of the sign at 60" high.
  - ii. raise the existing "NO PARKING" provided at the path of travel/access aisle to provide the lower edge of the sign at 60" high.

2. Each of the existing three rest rooms shall be modified as follows:

- a. Provide and install a closer on two rest room doors, designated as "B" and "C" on the attached plan; said closers shall require no more than 5 lbs of force to operate.

- b. The existing wheelchair accessible "Women's" STAFF restroom (labeled rest room "B" on attached plan) shall be re-designated as the accessible Women's PUBLIC restroom, modified as follows:
    - i. Remove the existing convenience shelf which is located above the paper towel dispenser. Patch wall and repaint.
    - ii. The existing disposable toilet seat cover dispenser shall be lowered to provide a dispensing height of no more than 48" high.
    - iii. The existing "women/accessible" raised character sign posted on the wall adjacent to the door shall remain.
    - iv. The existing "employees only" sign affixed to the door shall be removed or covered over.
    - v. The existing "women's/accessible" raised text & brailled sign shall be relocated to the wall on the latch side of the door.
    - vi. The existing lever set which provides keyed/lockable access shall be left unlocked, allowing free public access. A privacy lock (if not currently so provided) shall be provided at the interior of the door.
  - c. The existing wheelchair accessible "Men's STAFF restroom (labeled rest room "A" on attached plan) shall be re-designated as the accessible men's PUBLIC restroom, modified as follows:
    - i. Remove the existing convenience shelf which is located above the paper towel dispenser. Patch wall and repaint.
    - ii. The existing disposable toilet seat cover dispenser shall be lowered to provide a dispensing height of no more than 48" high.
    - iii. Relocate the toilet paper dispenser so that its centerline is 7" – 9" from the front edge of the toilet seat.
    - iv. The existing "men/accessible" raised character sign posted on the wall adjacent to the door shall remain.
    - v. The existing "employees only" sign affixed to the door shall be removed or covered over.
    - vi. The existing lever set which provides keyed/lockable access shall be left unlocked, allowing free public access. A privacy lock (if not currently so provided) shall be provided at the interior of the door.
  - d. The existing "Public Unisex" restroom (labeled rest room "C" on attached plan) shall be modified as follows:
    - i. Remove (or cover over) the existing "public unisex" sign located on the door.
    - ii. Retain the existing raised character "unisex" designation sign posted on the wall.
    - iii. Provide a raised character and brailled text sign to be posted below the existing (to remain) sign designating the room as "staff only".
    - iv. Provide a keyed lockset for the room; swapping the existing "privacy" lockset with one of the existing keyed locksets provided on the other two toilet rooms is acceptable.
3. Existing Drinking Fountain: Provide a raise edge (1/4" to 1/2") rubber mat directly beneath the drinking fountain in order to provide a "touch on cane" detectable means of warning.

The Tenant (at the Tenant's sole expense) shall complete provision of certain alterations for the purpose of providing Architectural Barrier-Free Accessibility. All renovations and alterations shall be provided in conformance with the provisions and specifications set forth herein. The time allowed for completion of these renovations shall be no later than thirty (30) days after the inception of the term for completion of interior renovations.

- 1. A portion of the existing receptionist counter – said portion shall be a minimum width of 36" – shall be lowered to provide a wheelchair accessible receptionist counter with a height between 34" to 36" high.
- 2. The drinking water bottles currently stored beneath the sink in the staff lounge shall be removed, thereby restoring the knee space provided beneath the sink.

**Part II** Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "Certificate of Compliance") or shall be attained as follows:  
The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Radon/Indoor Air Quality Program" shall be completed no later than thirty (30) days after Tenant's occupancy.

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

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

In addition to the "Improvements" and requirements set forth in Part I herein, the Landlord shall provide certain additional improvements to the Premises which shall be as follows:

1. No later than sixty (60) days after the inception of the Term, The Landlord shall complete provision of a new private office located as shown in the Tenant's attached layout titled: "EXHIBIT D PART III: SCHEMATIC LAYOUT OF IMPROVEMENTS TO BE PROVIDED BY THE LANDLORD"
2. Provision of the foregoing includes but is not limited to Landlord's provision of:
  - a. Floor to ceiling new drywall construction (construction to conform to prevailing codes) providing a new approximately 10' by 14' private office as shown. Tape, sand, prime and finish (with at least two coats of latex eggshell finish paint) all walls.
    - i. Modify existing HVAC system to accommodate new layout
    - ii. Modify existing lighting (light switch and fixture locations) as needed to accommodate new layout
  - b. Care to be taken to maintain/protect existing carpet, which shall remain.
  - c. Provide new vinyl cove base at all new walls, match existing base color.

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

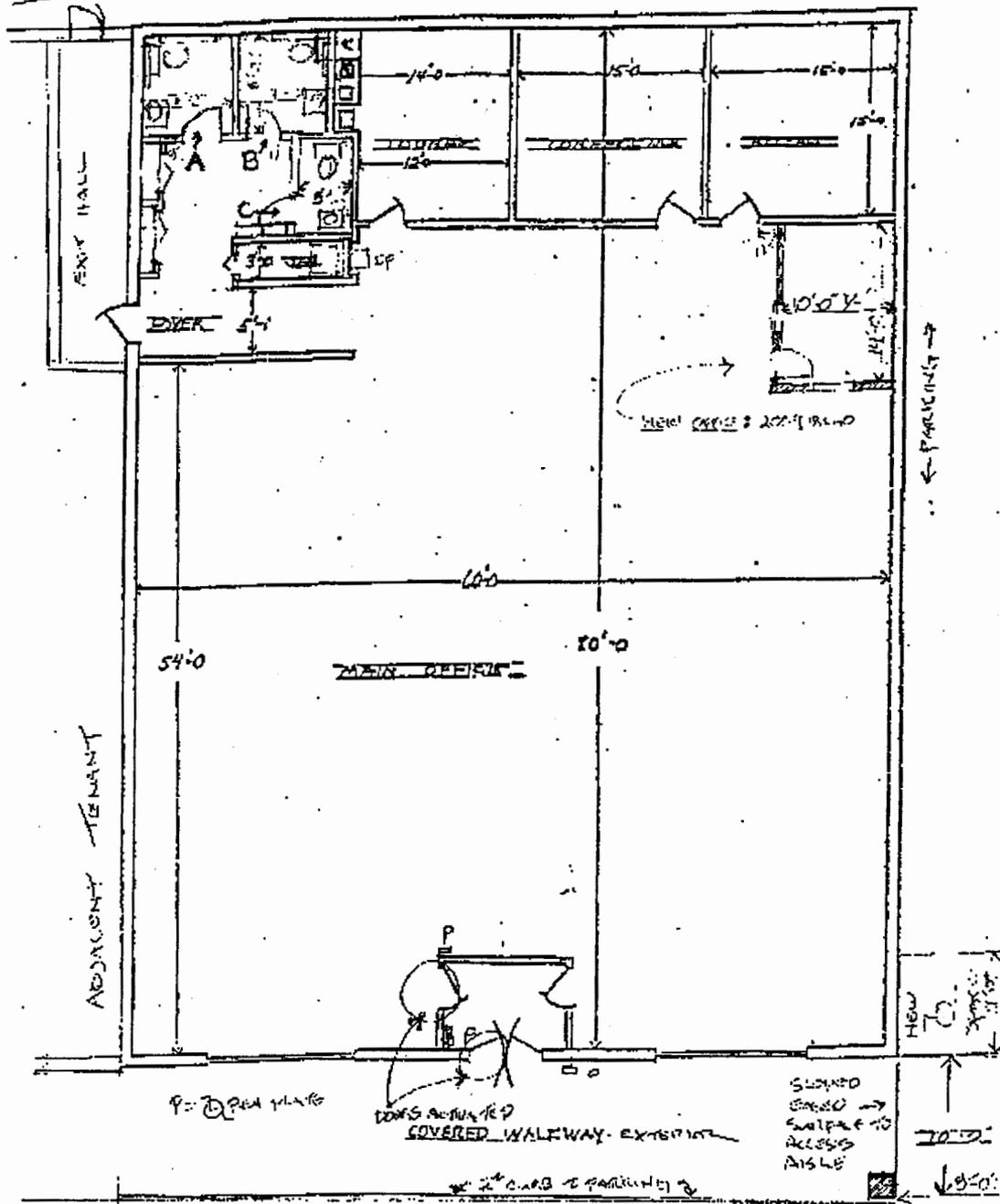
The Tenant shall be responsible for utilizing locally available recycling services for the Premises.

**EXHIBIT D PART III continued**  
 Schematic Layout of Renovations to be provided by Landlord

A, B, C:  
 THREE EXISTING TILES ROOMS

109 KEY ROAD  
 KEENE, N. H.

EXHIBIT A



**EXHIBIT E  
SPECIAL PROVISIONS**

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

**Section 8.1 shall be modified by the following:**

Both Parties agree that the responsibility of the landlord is to clean all Heating Ventilation System supply and return grills only and not to the extent of the air ducts.

**Paragraph 15 "Insurance" is replaced with the following:**

**Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide General Liability coverage in limits of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate and Excess/Umbrella Liability coverage with limits of not less than two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/02/2009

PRODUCER (603)352-1810 FAX (603)352-8367  
Asiello Insurance Agency  
9-A Island Street, Suite 1  
Keene, NH 03431  
Barbara Patnode, CPCU VP  
106 Washington Street  
Keene, NH 03431

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

### INSURERS AFFORDING COVERAGE

INSURER A Peerless Insurance Company  
INSURER B  
INSURER C  
INSURER D  
INSURER E

NAIC #

### COVERAGES

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

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <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"/> PROJ. <input checked="" type="checkbox"/> LOC	CBP9727390	06/01/2008	06/01/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg. Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA AGG \$ AGG \$
	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CU9076683	06/01/2008	06/01/2009	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS OTH \$ E1 EACH ACCIDENT \$ E1 DISEASE - EA EMPLOYEE \$ E1 DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
in agreement with State of New Hampshire, Department of Employment Security @ 109 Key Road, Keene, NH 03431

Umbrella limit increased to \$2,000,000 effective 3/1/09 per limit requirement in lease\*\*

### CERTIFICATE HOLDER

NH Employment Security  
Attn: Ardie Heath, Program Assistant  
32 South Main Street  
Concord, NH 03301

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
*Barbara Patnode*  
Barbara Patnode, CPCU, VP

ACORD

# EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD)  
01/07/20

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE OF PROPERTY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

AGENCY Pasiello Insurance Agency 9-A Island Street, Suite 1 Keene, NH 03431		PHONE (A/C, No, Ext) (603) 352-1810	COMPANY Peerless Insurance Company P.O. Box 2054 Keene, NH 03431	
AX / C, No	(603) 352-8367	E-MAIL ADDRESS:		
MODE:	8110528	SUB CODE:		
AGENCY CUSTOMER ID #:	00007876	INSURED Key Road Associates 106 Washington Street Keene, NH 03431		
LOAN NUMBER		POLICY NUMBER CBP9727390		
EFFECTIVE DATE 06/01/2008		EXPIRATION DATE 06/01/2009		CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED:				

### PROPERTY INFORMATION

LOCATION/DESCRIPTION 109 Key Road, Keene, NH 03431 LOCATION INCLUDED IN BLANKET LIMIT
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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 EVIDENCE OF PROPERTY INSURANCE 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.

### COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Coverage extensions included		
Blanket Buildings - Limit @ 90%, AA, Special form	4,641,300	1000
Rental Income, Special form	449,838	1000

### REMARKS (Including Special Conditions)

All buildings are insured on a Blanket Basis at Replacement Cost and Agreed Amount. The Statement of Values lists 109 Key Road, Keene, NH at \$662,000 specific limit

### CANCELLATION

COULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO GIVE 0 DAYS WRITTEN NOTICE TO THE ADDITIONAL INTEREST NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

### ADDITIONAL INTEREST

NAME AND ADDRESS NH Employment Security Attn: Ardie Heath, Program Assistant 32 South Main Street Concord, NH 03301	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	X tenant-lease provision
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Barbara Patnode</i> Barbara Patnode, VP, CPCU		

EXHIBIT G

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



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION  
ON DISABILITY

ARCHITECTURAL BARRIER-FREE  
DESIGN COMMITTEE

David Gleason, Chair  
Karl McKinster, Vice Chair  
Wendy Beckwith, Accessibility Specialist

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

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

57 Regent Drive  
Concord, NH 03301-8518  
(603) 271-2773  
1-800-852-3405 Toll Free  
(603) 271-2837 FAX

Voice or TTY

February 17, 2009

To The Honorable Governor John Lynch and Members of the Executive Council:  
**Requested Action**  
**Recommendation Regarding Lease Approval**

**Lessee:** Employment Security, Keene Regional Office  
**Location:** 109 Key Road, Keene, NH 03431  
**Lessor:** Key Road Associates  
**Term:** August 1, 2009 – July 31, 2012

The Architectural Barrier-Free Design Committee respectfully recommends that the subject lease renewal for approximately 4,800 square feet be approved with the following conditions:

1. All renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006 and ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). When applicable (designated by "LAHJ approval required."), renovation plans shall be submitted to the local authority having jurisdiction (i.e. the Building Inspector) for approval.

The following exterior conditions, # 2, #3, are to be completed in compliance with Exhibit D, Part I, by the Landlord no later than June 30, 2009:

2. **New Accessible Parking space:** Re-designate the existing standard parking space on the side of the building and adjacent to the existing access aisle to be accessible per ANSI 502 and IBC 1106. Provide and install a new sign with the universal symbol of accessibility with the text, "RESERVED" below. Locate the sign at the head of the parking space with the bottom of the sign at 60 inches above the ground per ANSI 502.7
3. **Existing Accessible Parking Space:** Modify the existing "VAN ACCESSIBLE" and "NO PARKING" signs so that both are mounted with the bottom of the signs at 60 inches above the ground per ANSI 602.7

The following interior accessibility improvements, #4, #5, #6, are to be completed in compliance with Exhibit D, Part I, by the Landlord no later than June 30, 2009:

4. Existing Toilet Rooms: Provide and install the following per Exhibit D, Part 1
  - a. Door closers: Install a closer on the new women's public toilet room door and the new staff toilet room; door operation shall not require more than 5 pounds to operate per ANSI 404.2.7
  - b. Toilet seat cover dispensers: Re-mount the toilet seat cover dispensers to within 48 inches of the floor per ANSI 308
  - c. Existing Women's Staff Toilet Room: (re-designated as the women's accessible public toilet room)
    - i. Remove the existing convenience shelf located above the paper towel dispenser per ANSI 307.2
    - ii. Relocate the existing permanent room sign to the latch side of the door
  - d. Existing Men's Staff Toilet Room: (re-designated as the men's accessible public toilet room)
    - i. Remove the existing convenience shelf located above the paper towel dispenser per ANSI 307.2
    - ii. Relocate the existing toilet paper dispenser so that the centerline of the dispenser is 7 - 9 inches in front of the forward edge of the toilet per ANSI 604.7
  - e. Existing Public Toilet Room: (re-designated as the unisex staff toilet room)
    - i. Permanent room sign: Locate a new raised character and Brailled text sign on the wall adjacent to the latch side of the door at 60 inches above the floor. The sign shall include the symbol for "unisex" gender per ANSI 703
5. Existing Drinking Fountain: Provide a ¼" - ½" thick rubber mat directly under the drinking fountain to provide a "touch on cane" detectable means of warning per ANSI 307
6. Reception/service area: At the transaction counter replace the existing 42 inch high panel with a lower panel to ensure the transaction counter top is no higher than 34 - 36 inches per ANSI 904

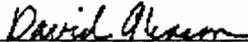
It is the Landlord's ongoing responsibility to ensure a 60 inch by 58 inch clear floor area around the accessible water closet, free of waste receptacles and other impediments per ANSI 604.3

It is the Tenant's ongoing responsibility to ensure the path to the kitchenette sink and the knee space below remain free of obstructions per ANSI 1004.12.2.1

This recommendation is based upon the site-survey completed by Administrative Services with the assurance that accessibility for this facility will be improved upon completion of the Exhibit D renovations and the conditions stated above. Conditional approval is also granted contingent upon the receipt of photographs of the work completed at the end of the construction period.

Should future inspection prove that areas of non-compliance exist the agency should either withhold rent until the landlord brings the facility into compliance or the agency should negotiate to remedy the non-complying areas with the State.

Respectfully Submitted and Approved by the Architectural Barrier-Free Design Committee:

  
David Gleason, Chair *wb*

*wb*

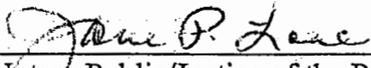
cc: Mary Belec, Administrator, Planning and Management, Administrative Services

**CERTIFICATE OF VOTE**

Howard B. Lane, Jr. and Kendall W. Lane, partners of Key Road Associates are each hereby authorized to execute, submit, deliver and amend, on behalf of Howard B. Lane, Jr. and Kendall W. Lane, d/b/a Key Road Associates any and all documents or contracts in connection with the lease of the property located at 109 Key Road, including twenty-five (25) parking spaces to NH Employment Security. Howard B. Lane, Jr. and Kendall W. Lane are the only two partners in the partnership known as Key Road Associates.

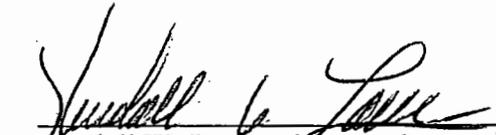
  
Howard B. Lane, Jr. - Partner 1

Acknowledgment: State of New Hampshire, County of Cheshire on March 31, 2009, before the undersigned officer, personally appeared the person identified as Howard B. Lane, Jr. in the block above, or satisfactorily proven to be the person whose name is signed as Partner 1 in the block above and acknowledged that he executed this document in the capacity indicated in the block above as partner in Howard B. Lane, Jr. and Kendall Lane d/b/a Key Road Associates.

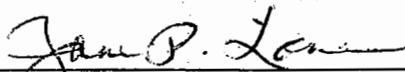
  
Notary Public/Justice of the Peace

Seal:

Jane P. Lane, Justice of the Peace

  
Kendall W. Lane - Partner 2

Acknowledgment: State of New Hampshire, County of Cheshire on March 31, 2009, before the undersigned officer, personally appeared the person identified as Kendall W. Lane in the block above, or satisfactorily proven to be the person whose name is signed as Partner 2 in the block above and acknowledged that he executed this document in the capacity indicated in the block above as partner in Howard B. Lane, Jr. and Kendall W. Lane d/b/a Key Road Associates.

  
Notary Public/Justice of the Peace

Seal:

Jane P. Lane, Justice of the Peace

# 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 KEY ROAD ASSOCIATES is a New Hampshire trade name registered on February 17, 1983 and that Howard B. Lane, Jr. and Kendall W. Lane presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of April, A.D. 2009

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

William M. Gardner  
Secretary of State