



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

Thomas S. Burack, Commissioner



July 1, 2015

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to exercise the option to extend the lease agreement (PO #1024022) with 222 International LLC, c/o James J. Horne, CP Management, Inc. (VC#173063), Exeter, NH by extending the lease period from August 1, 2015 through July 31, 2017 and increasing the lease amount by \$372,208.56 to \$926,640.76 from \$554,432.20 for an additional two year period, effective upon Governor & Council approval. The original lease agreement was approved by G&C on June 6, 2012, item#108. Funding is 63% Other Funds, 33% Federal Funds, and 4% General Funds.

Funding is available in the accounts as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified. Funding for FY 2016-2018 is contingent upon availability and continued appropriation of funds.

Fund Name	Account Number 03-44-44-	FY 2016	FY 2017	FY 2018	Totals
Oil Pollution Control	444010-1400-022-500248	\$84,215.53	\$91,838.09	\$7,622.56	\$183,676.18
LUST Cost Recovery Fund	444010-1409-022-500248	\$3,758.35	\$4,098.53	\$340.18	\$8,197.06
Pease Haz. Waste Sites	444010-2592-022-500248	\$11,275.06	\$12,000.00	\$1,020.53	\$24,295.59
Hazardous Waste Fund	444010-5392-022-500248	\$3,758.35	\$4,394.12	\$340.18	\$8,492.65
Subsurface Systems	442010-1200-022-500248	\$3,758.35	\$4,098.53	\$340.18	\$8,197.06
MtBE Settlement Funds	444010-8893-022-500248	\$3,758.35	\$4,098.53	\$340.18	\$8,197.06
Shellfish	442010-1523-022-500248	\$3,758.35	\$4,098.53	\$340.18	\$8,197.06
Water Quality Program	442010-7602-022-500248	\$11,275.06	\$12,295.59	\$1,020.53	\$24,591.18
Coastal Zone Management	442010-3642-022-500248	\$30,066.82	\$32,788.24	\$2,721.42	\$65,576.48
Wetlands Administration	442010-3815-022-500248	\$7,516.70	\$8,197.06	\$680.36	\$16,394.12
Wetlands Fees	442010-3855-022-500248	\$3,758.35	\$4,098.53	\$340.18	\$8,197.06
Shoreland Protection	442010-3673-022-500248	\$3,758.35	\$4,098.53	\$340.18	\$8,197.06
<b>TOTALS:</b>		<b>\$170,657.62</b>	<b>\$186,104.28</b>	<b>\$15,446.66</b>	<b>\$372,208.56</b>

**EXPLANATION**

The DES Waste Management and Water Divisions have leased an office in New Hampshire's coastal area for conducting coastal programs, oversight of waste management sites, and managing environmental restoration and remediation programs since 1988. Housing these programs in a field office location in close proximity to the NH bay areas and seacoast, and near major fuel storage and energy producing companies, provides effective spill response times and program operating efficiencies. This DES field office also serves as an Incident Command Post for intra-state and federal disaster management and cleanup. The facility provides a location for numerous state, federal, and private officials to meet and participate in oil spill response exercises and plan/outline strategies for emergency responses in the region.

Under the original lease agreement, DES has the option to extend the lease for two additional years. The option provides for a 2% rate increase in the first year of the extension and then a 0% rate increase in the second year, which amounts to a \$3,647 annual increase. The CP Management lease extension option provides for gross rent of \$186,104.28 annually, resulting in a \$16.42 cost per square foot for a total of \$372,208.56 for a fixed rate two year term.

The Notification of Lease Extension has been approved by the Department of Justice as to form, content, and execution

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
BUREAU OF PLANNING AND MANAGEMENT  
NOTIFICATION OF LEASE EXTENSION**

**Advisory notice to Landlord of Tenant exercise of Lease Extension option:**

As provided by section 3.4 "extension of term" in a "State of New Hampshire" lease agreement (Agreement) for certain leasehold space (Premises) which was entered into by the parties listed below the Tenant hereby provides notice to the Landlord of their election to extend the lease term in accordance with the original terms of the Agreement.

**Tenant:** The State of New Hampshire acting by and through the:  
Department of Environmental Services

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**Landlord:**

222 International LLC, c/o James J. Horne, CP Management, Inc., Exeter NH 03833

**Leased Premises:** 222 International Drive, Suite #175, Portsmouth NH

**Effective Dates for "Extension of Term":** shall be as set forth in the Agreement as follows:

**Commencement:** August 1, 2015

**Expiration:** Two (2) years thereafter on July 31, 2017

**Rent due for Extended Term:** shall be as set forth in the original Agreement:

Year 1: August 1, 2015 to July 31, 2016: \$186,104.28 annually (\$16.42 per SF) at \$15,508.69 monthly (approx. 2% increase from prior year)

Year 2: August 1, 2016 to July 31, 2017: \$186,104.28 annually (\$16.42 per SF) at \$15,508.69 monthly

**Total Extension (Two-Year) Rent:** \$372,208.56

**Conditions on Commencement of Extension Term:** Notwithstanding the foregoing, 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.

**CONTINUANCE OF AGREEMENT:** 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.

IN WITNESS WHEREOF; the parties hereto have set their hands

TENANT: The State of New Hampshire, acting through its' Department of ENVIRONMENTAL SERVICES

Authorized by: (provide full name and title) Thomas S. Burack  
Thomas S. Burack, Commissioner

LANDLORD: (full name of corporation, LLC or individual) 222 International, LLC

Authorized by: (provide full name and title) Daniel L. Plummer Co-Manager

Print: Daniel L. Plummer Co-Manager  
Name & Title

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

OF: New Hampshire COUNTY OF: ROCKINGHAM

UPON THIS DATE (insert full date) April 8, 2015, appeared before

me (print full name of notary) J. Russell Doyle the undersigned officer personally

appeared (insert Landlord's signature) Daniel Plummer

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

Co-Manager, 222 International, LLC 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)

J. Russell Doyle

J. Russell Doyle  
NOTARY PUBLIC  
New Hampshire  
My Commission Expires 10/3/2017

**APPROVALS:**

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

Approval date: June 22, 2015

Approving Attorney: [Signature]

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

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

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

**CERTIFICATE OF AUTHORITY**

Dated: APRIL 8, 2015

The undersigned being the Managing Member of 222 International, LLC, which is the General Partner of 222 International L.P., hereby certifies that the following resolution has been duly adopted:

RESOLVED: That Daniel L. Plummer as Co-Manager of 222 International, LLC is authorized to execute an amendment to the lease with the State of New Hampshire, Department of Environmental Services, on behalf of 222 International, L.P., as Lessor, with respect to leased premises at 222 International Drive, Portsmouth, New Hampshire.

222 International, LLC

By:   
Daniel L. Plummer, Managing Member

STATE OF NEW HAMPSHIRE

: ss.

COUNTY OF [ ROCKINGHAM ]

On this 8 day of APRIL, 2015, before me, J. Russell Doyle, a Notary Public in and for said County and State, personally appeared Daniel Plummer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Managing Member of 222 International, LLC, and on oath stated that he was authorized to execute this instrument and acknowledged it to be his free and voluntary act for the uses and purposes set forth herein.

  
Notary Public in and for said County and State

**J. Russell Doyle**  
**NOTARY PUBLIC**  
*New Hampshire*  
My Commission Expires 10/3/2017

# 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 222 INTERNATIONAL, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on June 25, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and 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 15<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/10/2015

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

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

<b>PRODUCER</b> DataRisk LLC A Risk Strategies Company 1 New Hampshire Avenue, Suite 340 Portsmouth, NH 03801	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 778-8985      FAX (A/C, No): (603) 778-8987 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 222 International LP c/o Two International Group, LLC 1 New Hampshire Ave., Ste 101 Portsmouth NH 03801	INSURER A : Citizens Ins. Co of America      NAIC # 31534	
	INSURER B : Employers Fire Ins Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 25037217      **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Terrorism Included</b> <input checked="" type="checkbox"/> <b>\$0 Deductible Applies</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZBE873227704	6/10/2015	6/10/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea 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	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZBE873227704	6/10/2015	6/10/2016	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							<b>Liability</b>	\$ 1,000,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UHE873227904	6/10/2015	6/10/2016	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Environmental Services Attn: Stephen Croce 29 Hazen Drive Concord NH 03302	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael S. Daigle <i>MS Daigle</i>

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**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 1, 2015

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

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

**LESSEE:** Department of Environmental Services, 29 Hazen Drive, Concord NH 03302

**LESSOR:** 222 International LLC, c/o James J. Horne, CP Management, Inc., Exeter, NH

**DESCRIPTION:** Extension of Lease Term. Authorization of the enclosed will authorize the Lessee to exercise section 3.4 of the original lease agreement which provided an option for them to extend the term for an additional two years. The leased space provides 11,334 square feet of office, training and assembly area space for use by the Departments' Waste Management and Water Divisions' coastal area management, response and oversight programs located in Suite #175, 222 International Drive, Portsmouth NH.

**TERM:** Two (2) year extension: commencing August 1, 2015 ending July 31, 2017

**OPTIONS:** There are no further options to extend the term

**ANNUAL RENT:** Year 1: \$186,104.18 annually (\$16.42 PSF), 2% escalation above prior year  
Year 2: \$186,104.18 annually (\$16.42 PSF), 0% escalation above prior year

**JANITORIAL:** Provision of included in annual rent

**UTILITIES:** Provision of included in annual rent

**TOTAL 2-year COST:** \$372,208.56

**PUBLIC NOTICE:** Not applicable (not required) for extension of term when an option for lessee to exercise an option for extension is provided in the originating lease.

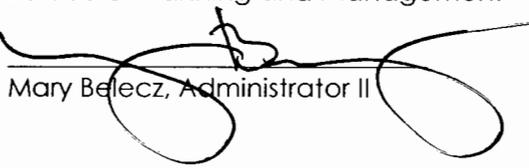
**CLEAN AIR PROVISIONS:** Not applicable (not required) for extension of term.

**BARRIER-FREE DESIGN COMMITTEE:** Review/comment by the Committee not required for extension of lease term.

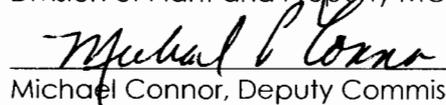
**OTHER:** Approval of the enclosed is recommended

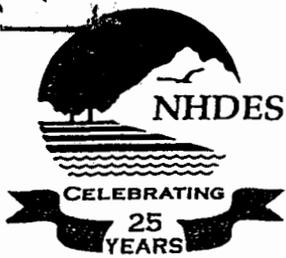
The enclosed contract complies with the State of NH Division of Plant and Property Rules  
And has been reviewed & approved by the Department of Justice

Reviewed and recommended by:  
Bureau of Planning and Management

  
Mary Belec, Administrator II

Approved by:  
Division of Plant and Property MGMT

  
Michael Connor, Deputy Commissioner



The State of New Hampshire  
**Department of Environmental Services**

Thomas S. Burack, Commissioner



*Celebrating 25 Years of Protecting  
 New Hampshire's Environment*

May 24, 2012

APPROVED G & C

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

DATE 6/6/2012  
 ITEM # 108

**REQUESTED ACTION**

1) Authorize the Department of Environmental Services (DES) to enter into a lease for 11,334 square feet of office space with 222 International LLC, c/o James J. Horne, CP Management, Inc., Exeter, NH (VC#173063) in the amount of \$547,432.20 beginning as of August 1, 2012 through July 31, 2015, subject to Governor and Council approval. Funding is: 60% Program Funds, 33% Federal Funds, and 7% General Funds.

Funding is available in the accounts as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget office if needed and justified. Funding for FY 2014-2015 is contingent upon availability and continued appropriation of funds.

Fund Name	Account Number 03-44-44-	FY 2013	FY 2014	FY 2015	Totals
Oil Pollution Control	444010-1400-022-500248	\$94,070.48	\$94,070.48	\$94,070.48	\$282,211.44
LUST Cost Recovery Fund	444010-1409-022-500248	\$4,018.50	\$4,018.50	\$4,018.50	\$12,055.49
Subsurface Systems	442010-1200-022-500248	\$4,018.50	\$4,018.50	\$4,018.50	\$12,055.49
Shellfish Protection Prog.	442010-1523-022-500248	\$4,018.50	\$4,018.50	\$4,018.50	\$12,055.49
Red Tide Disaster Relief	442010-5054-022-500248	\$4,018.50	\$4,018.50	\$4,018.50	\$12,055.49
NPS Restoration Prog.	442010-2035-022-500248	\$8,036.99	\$8,036.99	\$8,036.99	\$24,110.97
Pease Haz. Waste Site	444010-2592-022-500248	\$12,055.49	\$12,055.49	\$12,055.49	\$36,166.47
Coastal Zone Management	442010-3642-022-500248	\$32,147.97	\$32,147.97	\$32,147.97	\$96,443.91
Wetlands Administration	442010-3815-022-500248	\$4,018.50	\$4,018.50	\$4,018.50	\$12,055.49
Wetlands Fees	442010-3855-022-500248	\$4,018.50	\$4,018.50	\$4,018.50	\$12,055.49
Shoreland Protection	442010-3673-022-500248	\$4,018.50	\$4,018.50	\$4,018.50	\$12,055.49
Haz. Waste Program	444010-5392-022-500248	\$4,018.50	\$4,018.50	\$4,018.50	\$12,055.49
Surface Water Quality	442010-7602-022-500248	\$4,018.50	\$4,018.50	\$4,018.50	\$12,055.49
<b>TOTALS</b>		<b>\$182,477.40</b>	<b>\$182,477.40</b>	<b>\$182,477.40</b>	<b>\$547,432.20</b>

2) Authorize the Department of Environmental Services (DES) to make a one-time payment to 222 International LLC, c/o James J. Horne, CP Management, Inc., Exeter, NH (VC#173063) for the amount not to exceed \$3,688 for building renovations subject to Governor and Council approval. 100% Oil Pollution Control

Funding is available in the account as follows:

03-44-44-444010-1400-020-500229 FY2013  
 \$3,688  
 Dept. Environmental Services, Oil Pollution Control Fund, Current Expense

www.des.nh.gov  
 29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095  
 (603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

### EXPLANATION

The DES - Waste Management and Water Divisions have leased an office facility in New Hampshire's coastal area for DES's coastal, waste management, and environmental restoration and remediation programs since 1988. Housing these programs in a field office location in close proximity to the coast and major fuel storage and energy producing companies facilitates effective spill response times and provides program operating efficiencies. This field office also serves as an Incident Command Post for intra-state and federal disaster management and cleanup. The enclosed provides renewal of the agreement for the current field office location which has been leased since 2009.

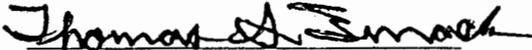
The proposed 11,334 square foot renewal is structured to be payable as a full gross lease providing furnished office space inclusive of all utilities, real estate taxes, water/sewer, site/building maintenance and janitorial services. The lease rate will be fixed (no escalation) at \$182,477.40 annually, which is \$16.10 per square foot, and \$547,432.20 for the three-year term.

As required by Administrative Rule Adm 610.06, public notice of the Department's "Request for Proposal" (RFP) for leased office space was posted on August 12 and August 19, 2011 through newspaper advertisements in the Manchester Union Leader, Portsmouth Herald and Foster's Daily Democrat. Concurrent postings were announced on the Department of Administrative Services, Bureau of Planning and Management's web site and the DES web page for broadened exposure. The RFP process resulted in receipt of two "Letters of Interest" and subsequently two proposals. Cushman & Wakefield of NH offered a new location at 195 Commerce Way, Portsmouth NH which would have been renovated to the Department's specifications; and 222 International LLC, c/o James J. Horne, CP Management, Inc. offered renewal of the current DES office at 222 International Drive, Suite 175 in Portsmouth NH.

The proposed Cushman & Wakefield modified gross rent (not including janitorial services) was \$234,293.75 annually (\$23.75 per square foot), which was a total of \$702,881.25 for a fixed rate three year term. This was \$155,449.05 more expensive than the true gross renewal at 222 International Drive offered at \$182,477.40 annually (\$16.10 per square foot) for a total of \$547,432.20 over the three year term, therefore DES selected the 222 International Drive proposal.

The proposed lease space is ideal for use as an Incident Command Post during both training exercises and actual emergencies. It provides adequate space for personnel, communications infrastructure, and convenient access. Further it provides an excellent facility for regular DES operations, where a total of 24 full-time employees and up to 10 part-time staff work, supporting numerous DES programs including: NH Coastal program, wetlands inspections and permitting, erosion control, NH Shellfish program, subsurface systems, spill response, and Pease Air Force Base site remediation programs.

The lease agreement has been approved by the Department of Justice as to form, content, and execution. In the event that state dedicated funds are no longer available, general funds will not be requested to support this lease agreement. We respectfully request your approval.

  
Thomas S. Burack, Commissioner

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

1. Parties to the Lease:

This indenture of Lease is made this 5th day of April 2012, by the following parties:

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

Name: 222 International Partnership, c/o James J. Horne, Cp Management, Inc  
(individual or corporate name)

State of Incorporation: Delaware  
(if applicable)

Business Address: 11 Court Street  
Street Address (principal place of business)  
Exeter NH 03833 (603) 778-6300  
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: Department of Environmental Services

Address: 29 Hazen Drive

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

Concord NH 03302-0095 (603) (603) 271-1881  
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: 222 International Drive Suite #175  
(street address, building name, floor on which the space is located, and unit/suite # of space)

Portsmouth NH 03801  
City State Zip

The demise of the premises consists of: 11,334 SF, located of 1st/ground & mezzanine levels  
(provide square footage of the leased space, attach 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. Effective Date; Term; Delays; Extensions; and Conditions upon Commencement:

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

Commencing on the 1st day of August, in the year 2012, and ending on the 31st day of July, in the year 2015, unless sooner terminated in accordance with the Provisions hereof.

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 3 year(s) commencing on the 1st day of AUGUST, in the year 2012, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: [Signature]  
Date: 4-5-12

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

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

**3.4 Extension of Term:** The Tenant shall have the option to extend the Term for (*number of options*) One (1) Additional term(s) of 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.

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

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

**4. Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (*insert month, date and year*) August 1, 2012

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

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

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

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

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

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

Exceptions: \_\_\_\_\_

**OR:**

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

Exceptions: Tenant shall be responsible for the arraigning and directly paying for provision of telecommunications, Data, internet, radio, and/or satellite services.

**SEE EXHIBIT E FOR TEXT REPLACING SECTION 6.1 "General Provisions"**

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

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

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

**7. Use of Premises:**

The Tenant shall use the premises for the purpose of:

Providing offices and space for Environmental Services programs

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

**SEE EXHIBIT E FOR ADDITIONAL TEXT MODIFYING THE PROVISIONS OF SECTION 8 "MAINTENANCE"**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.10 Interior finishes and surfaces:**

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

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

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 provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit C hereto.

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

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

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent plans, specifications and schedules, which shall be attached to and made a part of the Agreement herein as Exhibit D.

- 9.1 **Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).
- 9.2 **Work Clean Up:** The Landlord or Tenant, upon the occasion of performing any alteration or repair work, shall in a timely manner clean all affected space and surfaces, removing all dirt, debris, stains, soot or other accumulation caused by such work.
- 9.3 **State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.
- 9.4 **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.
- 9.5 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

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

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

Landlord Initials: 

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

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

**10.2 Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

**10.3 Landlord's Delay in Completion; Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with 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, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

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

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

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

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

Landlord Initials: 

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

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

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

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

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

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

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

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

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

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

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

Landlord Initials: 

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19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition.

20. **Hazardous Substances:**

20.1 **Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

20.2 **Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statues, regulations and/or accepted protocols regarding the handling of said materials.

20.3 **Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance. Notwithstanding the foregoing, the provisions of 20.5 herein regarding Asbestos shall prevail.

20.4 **Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

20.5 **Asbestos:**

A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.

B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.

C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

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

A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.

B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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

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

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

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

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: James J. Horne

Title: President, CP Management, Inc

Address: 11 Court Street, Exeter, NH 03833

Phone: (603) 778-6300

Email Address: jayh@cpmanagement.com

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

TENANT'S CONTACT PERSON:

Name: Carroll Brown

Title: Environmentalist IV

Address: Department of Environmental Service, 29 Hazen Drive, Concord, NH 03302 Phone: (603) 271-3000

Email Address: Carroll.BrownJr@DES.NH.Gov

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

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

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

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

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

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

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Date: 4-5-72

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

**26. Personnel:**

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

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

**28. Miscellaneous:**

- 28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit E attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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

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

Authorized by: (full name and title) Thomas J. Ferrack, Commissioner

**LANDLORD:** (full name of corporation, LLC or individual) 222 INTERNATIONAL LP

Authorized by: (full name and title) Daniel Plummer

Signature

Print: Daniel Plummer Co-Manager  
Name & Title

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

OF: NEW HAMPSHIRE COUNTY OF: ROLLINGHAM

UPON THIS DATE (insert full date) April 5, 2012, appeared before

me (print full name of notary) J. Russell Doyle the undersigned officer personally

appeared (insert Landlord's signature) Daniel Plummer

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

Co-Manager, 222 INTERNATIONAL LP 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)

*J. Russell Doyle*

J. RUSSELL DOYLE  
Notary Public - New Hampshire  
My Commission Expires September 5, 2012

**APPROVALS:**

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

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

Approval date: May 15, 2012

Approving Attorney: Eron Mulholland, AAG

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

Approval date: JUN 06 2012

Signature of the Deputy Secretary of State: [Signature]

Landlord Initials: DJP  
Date: 4-5-12

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

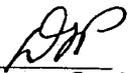
**EXHIBIT A  
DEMISE OF TENANT PREMISES**

**Part I Floor Plan of the Demised Premises:** *insert or attach hereto an accurate architecturally drafted floor plan(s) of the Premises. Illustrate and/or note within the plans the extent of the premises designated for the Tenant's exclusive use, as well as any "shared" space(s) to which the Tenant shall have use and access, such as shared entrance lobbies, stairs, elevators and rest rooms. Floor plan(s) shall include depiction of the location of the Premises within the building to which it is a part, depiction of public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference, or reception spaces.*

The demised Premises are comprised of 10,338 square feet of 1<sup>st</sup> floor space and a mezzanine of approximately 996 square feet for a total of 11,334 square feet, located within a multi-occupant building to which the Premises are a part. The attached floor plans titled "Exhibit A, 1<sup>st</sup> Floor" and "Exhibit A, Mezzanine" document the layout of the two floors.

**Part II Parking Layout:** *attach hereto a site plan, sketch or detailed description of any parking areas designated for the use of the Tenant during the Term herein. Illustrate and/or note all parking spaces designated for the Tenant's exclusive use, or shared use in common with others, and/or spaces which may be used by the general public. Specify all parking spaces, access aisles and accessible paths of travel provided for conformance with barrier-free access requirements for the Premises and/or the building to which the Premises is a part.*

At no additional charge to the Tenant, the Landlord shall provide parking, shared in common with others, for use by the Tenant's staff and visitors. Parking for the Tenant's visitors and invitee's shall be provided in the lot located directly in front of the building to which the premises are a part, additional parking for the Tenant's staff and invitee's shall be provided in the parking lots located behind and at the side of the building.

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Exhibit A: 1st Floor

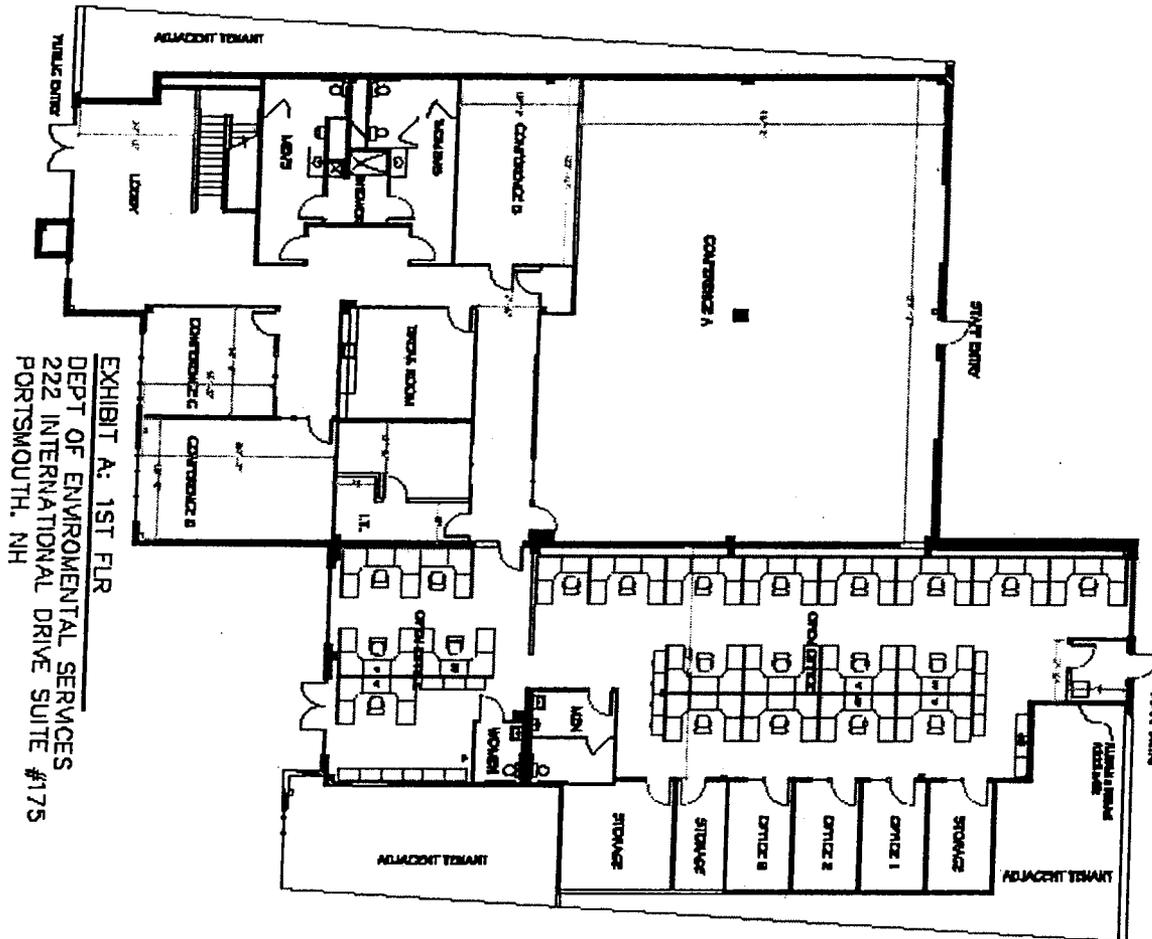
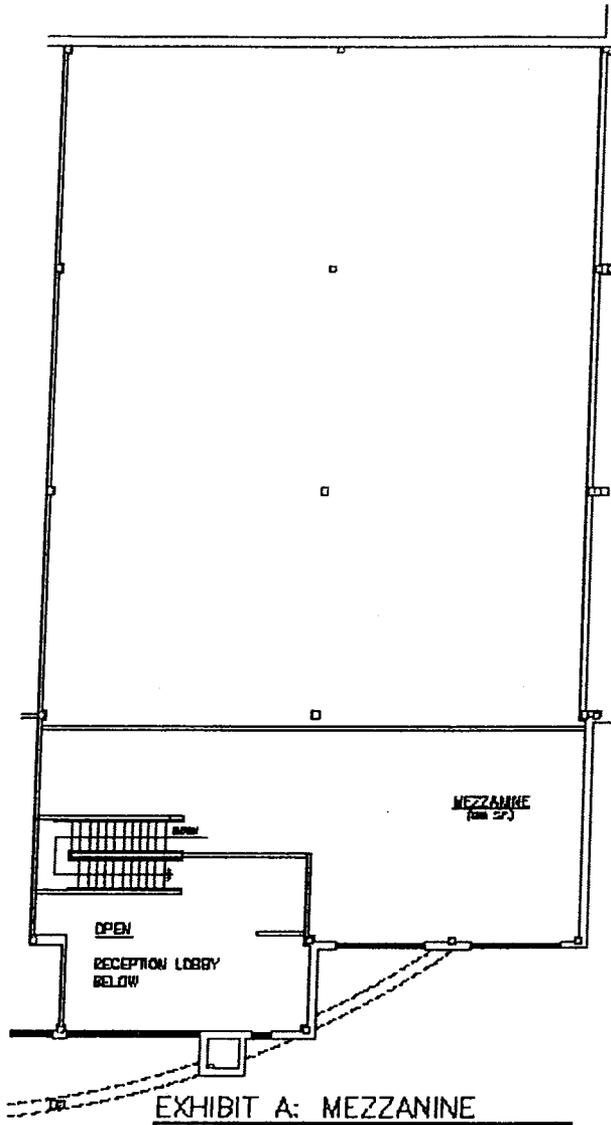


EXHIBIT A: 1ST FLR  
DEPT OF ENVIRONMENTAL SERVICES  
222 INTERNATIONAL DRIVE SUITE #175  
PORTSMOUTH, NH

Landlord Initials: *WHP*  
Date: *4-5-12*

**Exhibit A: Mezzanine**



Landlord Initials: OPP  
Date: 4-5-12

**EXHIBIT B  
SCHEDULE OF PAYMENTS**

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

The rent due for the Tenant's 11,334 square foot Premises during the rental Term shall be in accordance with the following schedule of rent:

**Rental Schedule:  
Initial Three (3) year term**

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	approx. % increase from prior year
1	August 1, 2012 – July 31, 2013	\$16.10	\$15,206.45	\$182,477.40	
2	August 1, 2013 – July 31, 2014	\$16.10	\$15,206.45	\$182,477.40	0%
3	August 1, 2014 – July 31, 2015	\$16.10	\$15,206.45	\$182,477.40	0%
<b>Total for Three - year term:</b>				<b>\$547,432.20</b>	

**Rental Schedule for optional two (2) year extended Term**

(Note: inception of extended term subject to conformance with sections 3.4 and 3.5 herein)

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	approx. % increase
1	August 1, 2015 – July 31, 2016	\$16.42	\$15,508.69	\$186,104.28	2%
2	August 1, 2016 – July 31, 2017	\$16.42	\$15,508.69	\$186,104.28	0%
<b>Total for Two – year extended term:</b>				<b>\$372,208.56</b>	

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

Upon completing the renovations specified in "Item 1: Mezzanine renovations" set forth in "Exhibit D Part III" herein, the Landlord shall send the Tenant an invoice for a one-time payment reimbursing the cost of the renovations, the amount reimbursed shall not exceed \$3,688.00. The Tenant shall remit payment no later than thirty (30) days after receipt of the invoice.

Landlord's Provision of the renovations specified as "Items 2 through 5" of "Exhibit D Part III" shall be at no additional cost to the Tenant, included in the annual rent.

Landlord Initials: DHP

Date: 4-5-12

EXHIBIT C

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

The Landlord shall be solely responsible for the provision of janitorial services to all areas of the premises: provision of the services shall be in accordance with the following:

**STATEMENT OF WORK FOR JANITORIAL SERVICES**

- 1-01. **SCOPE:** These specifications provided for accomplishing custodial services in a professional and workmanlike manner in compliance with these specifications and subject to the terms and conditions of the Agreement herein.
- 1-02. **DESCRIPTION OF WORK:** The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified.
- 1-03. **HOURS OF SERVICE:** All work is to be performed after regular business hours. Work shall be performed two nights a week, Sunday and Wednesday evenings.
- 1-04. **DEFINITIONS OF SERVICES:**
  - A. **Sweeping** – Includes brush or mop sweeping compound, if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
  - B. **Damp-Mopping** – Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
  - C. **Resilient Floor Coverings** – Includes linoleum, VCT and non-pvc content composition resilient tiles.
  - D. **Vacuum Carpets (spot clean)** – Vacuum all carpeted common areas, heavy traffic areas and entranceways.
  - E. **Vacuum Carpets** – Vacuum all carpeted surfaces, inclusive of all offices and workstations.
- 1-05. **SUPPLIES AND EQUIPMENT:** The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power.
  - A. **Materials and Supplies** – The LANDLORD shall furnish all materials and supplies required.
  - B. **Supplies Used** – Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. All hazardous items shall be handled in conformance with the terms of the Agreement herein.
  - C. **Personal Protection Equipment (PPE)** – LANDLORD shall be responsible to provide, instruct and replace/upgrade, as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.
- 1-06. **STORAGE:** The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the building in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.
- 1-07. **QUALIFICATIONS:**

Landlord Initials:   JGP  

Date:   4-5-12

A. Employees – The LANDLORD shall employ only personnel skilled in janitorial work. The LANDLORD assumes responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all items during hours specified for services, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work.

1-09. INSPECTION: Daily inspection of all the LANDLORD's work may be made by the Tenant's designated representative. The representative shall have the authority to point out to the LANDLORD incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the Agreement herein.

1-10. DEFECTIVE WORK AND DAMAGES: The Tenant will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies.

1-11. STANDARDS: The following standards shall be used in evaluation of custodial services:

A. Dusting – A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning – Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping – A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning – A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

E. Damp Mopping – A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Material Cleaning – All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning – Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing – Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning – Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Diffuser Cleaning – Diffusers are clean when all surfaces are without dirt, stains, film or streaks. All articles removed must be replaced immediately.

1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

A. Cleaning Rest Rooms – This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, dispensers, spot cleaning walls, and doors as required; and filling all paper and soap dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. Floors shall be dry swept and damp mopped.

B. Cleaning Sinks and Drinking Fountains – All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

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- C. Sweeping – All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.
  - D. Damp Mopping Floors – Damp mop all resilient floors, quarry tile and concrete floors. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD).
  - E. Glass Cleaning – Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent trim shall be wiped clean with a damp cloth. Doors and windows shall be washed on both sides.
  - F. Cleaning Interior Walls and Ceilings – When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.
  - G. Cleaning Laminate Counter Tops – Clean any laminate counter tops. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.
  - H. Cleaning Doors and Trim – Clean doors and adjacent trim not otherwise cleaned.
  - I. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment – Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.
  - J. Empty Waste Receptacles – Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose.
  - K. Washing Waste Receptacles – Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Receptacles will be left free of deposits, stains, dirt streaks and odor.
  - L. Clean Light Fixtures – Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.
  - M. Mat Cleaning – Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.
  - N. Burned-Out Lights – Incandescent and fluorescent lamps and/or ballasts will be furnished and replaced by the LANDLORD.
  - O. Turning Off Lights – Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.
- 1-13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.
- 1-14. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, and soap.
- 1-15. PEST CONTROL: The LANDLORD is to provide any and all pest control which may be necessary within the facility, in conformance with foregoing provisions of the Agreement herein.

Landlord Initials: WHP  
Date: 4-5-12

SCHEDULE OF SERVICES	TWICE WEEKLY (Wed & Sun)	ANNUALLY
<b>Floors (Resilient)</b>		
Sweep/Dust Mop	X	
Damp Mop	X	
Damp Mop Entrances	X	
Buff		X
Scrub and apply one coat of wax		X
<b>Walls:</b> Spot clean as required		X
<b>Woodwork &amp; Doors:</b> Clean		X
<b>Light Fixtures:</b> Damp Wipe		X
<b>Diffusers:</b> Damp Clean		X
<b>Dust:</b> horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.		X
<b>Waste Receptacles: Empty</b>	X	
Provide/Replace Waste Receptacle liners	X	
Wash Waste Receptacles		X
<b>Mat Cleaning</b>	X	
<b>Exterior Doors: Clean Glass</b>	X	
<b>REST ROOMS:</b>		
Clean Water Closets	X	
Clean Urinals	X	
Clean Wash Basins	X	
Dispensers, fill and clean	X	
Mirrors	X	
Mop floors with disinfectant	X	
<b>Vacuum Carpeted areas</b>	X	
<b>Window Cleaning - Interior</b>		X
<b>Window Cleaning - Exterior</b>		X
<b>Carpet Cleaning: Hot Water Extraction Method</b>		X

Landlord Initials: *DJP*  
Date: 4-5-12

EXHIBIT D

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

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

1. Prior to the inception of the term the Landlord shall complete certain exterior alterations to the visitor parking and public entrance areas of the Premises for the purpose of providing code conforming wheelchair accessibility, these alterations shall be provided at the Landlord's sole expense, completed in conformance with the drawing attached herein titled: Exhibit D Renovation Plan; Revised Parking Layout and Ramp.
2. Prior to the inception of the term the Landlord shall complete the following interior alterations which were due July 1, 2010 under the terms of the prior lease. These alterations shall be completed at the Landlord's sole expense, in conformance with the following specifications.
  - A: adjust any and all interior doors closers (fire doors and exterior doors exempted) to require no more than 5 lbs of force for operation; and to provide no less than 5 seconds of closing time from door's open 90 degree position to close.
  - B: Lavatory Piping Insulation: Insulate the pipes under the sinks.
3. Prior to the inception of the term the Tenant shall complete the following interior alterations which were due July 1, 2010 under the terms of the prior lease. These alterations shall be completed at the Tenant's sole expense, in conformance with the following specifications.
  - A: Provide conforming (raised text/character and brailled) permanent room signage on the wall adjacent to the latch side of the room's door with the top of the text mounted at 60" high. Signs needed are all rest rooms and conference rooms.

Landlord Initials: DKP  
Date: 4-5-12

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

No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in conformance with requirements set forth in Chapter Env-A 2200 in accordance with the requirements of the Agreement herein. No later than ten (10) calendar days after the "clean air" testing results are received by the Landlord they shall be submitted to "Environmental Services" in a manner which conforms to their requirements requesting their review and certification of compliance with "clean air" standards. Specify which party - the Landlord or the Tenant- shall schedule and pay for the required testing. In the event of testing results demonstrating the Premises do not conform with all or part of the requirements of Chapter Env-A 2200, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity. Specify the time frame to be allowed for providing remedy, and which party shall bear the subsequent cost of re-testing and repair which shall be required until such time a "certification of compliance" is issued.

Not later than thirty (30) days after the inception of the term the Landlord (at their sole expense) shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with Env-A2204.03 upon receipt of the testing results the Landlord shall provide a statement (conforming to required language in Env-Asso4.03) which certifies said results, and thereafter sign and notarizing the statement, sending the results and notarized statement to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for review and official (final) certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" (which shall be sent to the Landlord and Tenant) or send a letter delineating the deficiencies found. In the event any deficiencies are found by Environmental Services the Landlord shall be solely responsible for providing remedy through repair and/or renovations to the premises. The Landlord shall consult with "Environmental Services" and the Tenant's testing consultant (the provider of the initial "clean air" test) to gain and follow their recommendations regarding the best means of providing air quality remedy. Any and all repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the initial deficiency findings. After completion of any and all repairs the Landlord shall hire technicians (who meet "Environmental Services" criteria of professional accreditation) to conduct re-testing of any sections of the initial "clean air" test that initially failed to conform with standards, they shall submit their testing results to Environmental Services for re-review and recommendation and/or issuance of the "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" with Clean Air Standards is issued by Environmental Services.

**Part III** **Improvements, Renovations or New Construction ("work"):** In the instance the Agreement herein includes provisions for such "work" to be provided, the Tenant's schematic and design intent specifications and plans depicting all "work" have been attached hereto and made part of the Agreement herein by reference.

No later than sixty (60) days after the commencement of the Term herein, the Landlord shall complete the following renovations and alterations:

1. Mezzanine renovations: Provide and install new floor to ceiling drywall partitioning and solid core entrance door at the entrance area to the second floor mezzanine, thereby improving the acoustic isolation of the mezzanine from the 1<sup>st</sup> floor entrance area lobby below. Landlord may reuse any viable existing elements such as lighting, ceiling, doors and frames, however the altered area must be fully refinished with all new walls sanded, primed and painted, and all electrical, lighting, alarm and HVAC elements relocated as necessary to accommodate the new partitioning. The layout for this area shall be as shown in the drawing attached hereto titled:
  - a. Exhibit D Renovation Plan; renovations to be provided at mezzanine.

Landlord Initials: DHP

Date: 4-5-12

2. Provide and install a new, additional (2<sup>nd</sup>) urinal in the men's rest room if there is sufficient clearance to do so without impeding the wheelchair clearances required at the adjacent lavatory.
3. Provide and install a new light switch in the Tenant's staff (open office) area at their Security door; this new switch shall be wired to shut off all lights at the front area (conference and reception) of the Premises, which will facilitate the Tenant's efforts to increase diligence in shutting off all lights at the end of the business day.
4. Replace worn/leaking weather-stripping at the following three doors: front/public entrance, back exit from conference room A, and staff entrance.
5. Address/remedy ventilation concerns (stale stagnate air) at the Tenant's "Unified Command" conference room, which has an occupancy load of 8-10 people.
6. Address/remedy ventilation concerns at Tenant's radio room

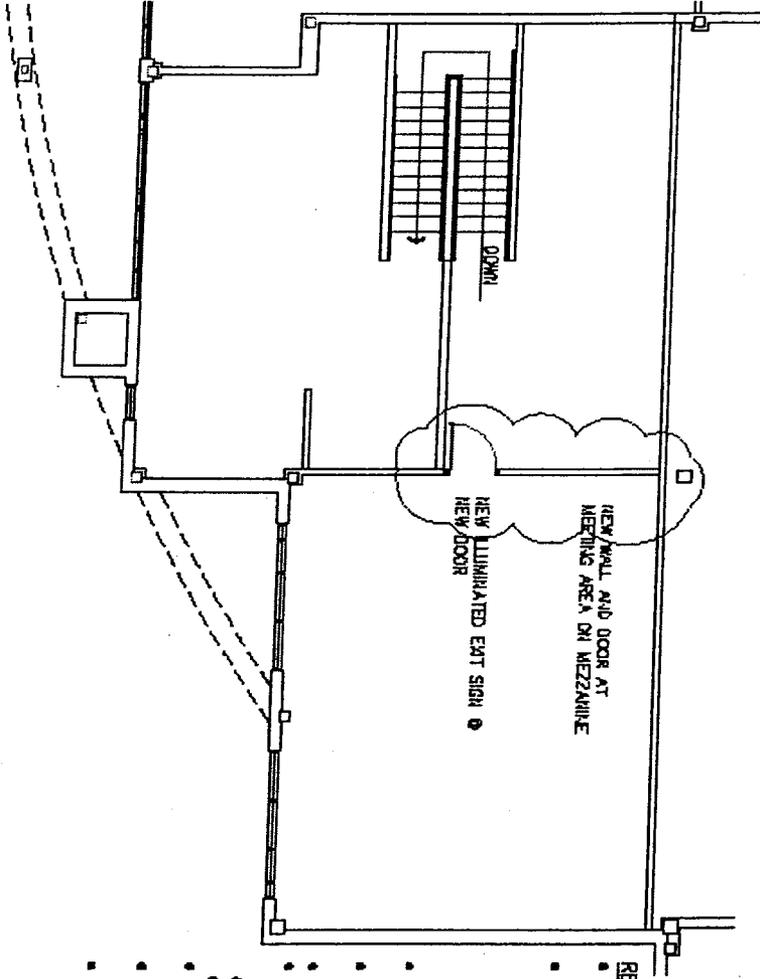
**Part IV Recycling:** The manner in which recycling at the Premises will be implemented and sustained is either documented below or as specified in the attachment hereto titled "Recycling" which shall be made part of the Agreement by reference.

The Landlord shall recycle "waste products for which markets are available." The following products are included: mixed paper, including boxboard, corrugated cardboard, shredded paper and containers (plastic, tin, cans, bottles and glass). The Landlord shall cooperate with the Tenant's efforts to track the volume of recycled waste and to identify the type and quantity (weight) of recycled products.

Landlord Initials: DHP  
Date: 4-5-12



Exhibit D Renovation Plan; renovations to be provided at mezzanine.



- RENOVATIONS TO BE PROVIDED @ MEZZANINE:**
- Check with enforcement official having jurisdiction to assure proposed renovations are allowable
  - Provide and install new walls of standard drywall construction as shown, walls shall extend from floor to at least 8" above the suspended ceiling grid. Tops, sand and finish new walls, apply at least one coat of primer and two coats of finish paint
  - Patch suspended ceiling tiles and grid to accommodate new wall
  - Provide and install new solid core door with lever set hardware in location shown.
  - Provide new illuminated exit sign at door adjust and supplement existing light fixture layout to accommodate new layout
  - Relocate/move two existing lights
  - Install two additional lights
  - Rewire lighting circuit for one new switch, provide next to latch side of the door
  - Adjust existing sprinkler system if required to accommodate new layout
  - Relocate existing horn/strobe alarm if necessary to accommodate new layout

Landlord Initials:   DIP    
Date:   4-5-12

**EXHIBIT E  
SPECIAL PROVISIONS**

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

**Special Provisions:**

**Special Provision 1 - Landlord provision of certain furnishings for Tenants use:** Included at no additional cost to the Tenant for their use in the Premises the Landlord shall continue provision of certain office furnishings which are comprised primarily of modular (panel and work surface) style "systems furniture" (known by some as "cubicles") located in the "open office" areas of the Premises, the Tenant shall have the right to use these furnishings throughout the Term. The furniture shall not be removed from the Premises by the Tenant without the Landlord's prior written consent, nor shall the Landlord remove the furniture unless they provide the Tenant with suitable substitute furnishing for their continued use for the remainder of the Term.

**Modifications to Standard Provisions:**

**Section 6.1- the following text shall replace the standard provision:**

**6.1 General Provisions:** The Landlord agrees to furnish *the systems that will furnish* heat, ventilation and air-conditioning to the Premises in accordance with current industry standards as set forth by the American Industrial Hygiene Association or AIHA and the American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHRAE during the Tenant's business hours, the indoor air temperature of the Premises shall range from 68° F to 75° F during the winter, and 69° F to 76° F in the summer; if humidity control is provided relative humidity in the Premises shall range from 30% to 60%. During the Tenant's business hours heating, ventilation and air-conditioning shall also be provided to any common hallways, stairways, elevators and lavatories which are part of the building to which the Premises are a part. The Tenant agrees that provision of heating, ventilation and air-conditioning is *subject to the Tenant's thermostatic control as hereinafter defined*, an to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHRAE and AIHA standards, and in conformance with the provisions of Section 8 "Maintenance and Repair" herein, and in a manner sufficient to provide consistent compliance with the State of New Hampshire's Clean Indoor Air Standards" (RSA 10:B). If the premises are not equipped with an air handling system that provides centralized air-conditioning or humidity control the provisions set forth herein regarding these particular systems shall not apply. *Tenant acknowledges that thermostats within the Leased Premised are under the Tenants control thus Tenant may operate the HVAC within its reasonable discretion as to temperatures and operating times, however occupied space temperatures must be maintained as set forth in this provision. During non business hours Tenant must utilize all energy saving measures including turning off all lights and adjusting thermostats to unoccupied space temperatures suitable for the season, for Summer, no lower than 80 degrees and for winter, no higher than 63 degrees*

**Section 8.1 – the following is supplemental to - and therefore modifies - the standard provision:**

8.1.2 Notwithstanding the foregoing, the Landlord and Tenant agree that if any repairs are necessitated by the Tenant or the Tenant's invitee's either accidentally, through negligence or willful misconduct, the Landlord shall provide remedy and repair as provided herein, however they shall request reimbursement for said repair by submitting an invoice documenting the cost of provision to the Tenant. Any invoices submitted for this purpose by the Landlord shall be reasonably cost effective, in accordance with fair market value. Upon receipt of the Landlord's invoiced cost of repair the Tenant shall:

Landlord Initials:           

Date:

8.1.2.1 In the instance of no contest to the Landlord's assertion of Tenant responsibility for the damage, the Tenant shall remit payment reimbursing Landlord for the invoiced cost of the repair within thirty (30) days of receipt of invoice.

8.1.2.2 In the instance of the Tenant contesting the Landlord's assertion of Tenant responsibility for damage, the Tenant shall promptly forward a copy of the Landlord's invoice and request for reimbursement to its legal council.

Landlord Initials: DP  
Date: 4-5-12



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION  
ON DISABILITY

John H. Lynch, Governor  
Paul Van Blarigan, Chairman  
John W. Richards, MSW, MBA, Executive Director

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

April 17, 2012

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

Requested Action

**RECOMMENDATION REGARDING LEASE APPROVAL**

**Lessee:** Department of Environmental Services, 29 Hazen Drive, Concord, NH 03301  
**Location:** 222 International Drive Suite #175, Portsmouth, NH 03801  
**Lessor:** 222 International Partnership, c/o James J. Horne, Cp Management, Inc  
**Term:** August 1, 2012 – July 31, 2015

The Architectural Barrier Free-Design Committee respectfully recommends that the subject **LEASE RENEWAL** of approximately 11,334 square feet of space be **approved, with the following conditions.**

No later than thirty (30) days after the commencement of the Term herein, the following improvements and renovations to the Premises. Any and all renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC/2006 and ICC/ANSI A117.1/2003 [ANSI] citations), the State Building Code (IBC/2009 as amended, ICC/ANSI A117.1/2003 and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design 2010 (ADAAG citations). When applicable (designated by "LAHJ approval required"), renovation plans shall be submitted to the local authority having jurisdiction (i.e., Building Inspector, Code Enforcement Officer) for approval.

**A. EXTERIOR CONDITIONS:**

1. Provide at least two designated accessible parking spaces located as close as possible to the accessible public entrance in accordance with IBC 1106.5; ADAAG 208.
2. Each accessible parking space shall be at least 96 inches wide in accordance with Abfd303.03 (a).
3. Provide access aisles as follows;
  - a. **Van-Accessible Parking Space:**

Provide an adjacent Access Aisle, located on the passenger side of the parking space, in compliance with the AB Code: The Access Aisle shall be at least 8 feet in width. The grade of the Access Aisle shall be no more than 2% in all directions. At the building end of the Access Aisle, post a sign that reads "NO

PARKING", in compliance with the AB Code and ANSI 502.7, as amended. Designate the access aisle by ground paint of diagonal stripes. Delineate the path of travel, in back of the parked vehicles, from the Access Aisle to the ramp by ground paint, similar to that of a crosswalk. See attached plan of parking layout.

4. Designate the van-accessible parking space with a sign displaying the International Symbol of Accessibility (the wheelchair symbol) and with text that reads, "VAN-ACCESSIBLE." The sign shall be installed with the bottom edge at least 60 inches from the surface of the parking space in compliance with the AB Code and ANSI 502.7.
5. Designate the standard accessible parking space with a sign displaying the International Symbol of Accessibility (the wheelchair symbol). The sign shall be installed with the bottom edge at least 60 inches from the surface of the parking space, in compliance with the AB Code and ANSI 502.7.

#### **Exterior Accessible Route**

6. Provide and designate an accessible path of travel, in back of the parked vehicles, from the Access Aisle to the ramp that is a minimum of 36 inches wide, at a grade of no more than 5% in compliance with ANSI 502.4.1.
7. Ensure proper concrete cutting, install and feathering into existing sidewalk when installing the new accessible ramp to the main entry. All parties agreed to undertake new work during an appropriate time frame with weather permitting.
8. At the bottom of the ramp, provide a landing that is at least 60 inches in length and at least as wide as the ramp per ANSI 405.7.
9. Provide a firm, stable, slip resistant, and smooth walking surface on the ramp to the public entrance in accordance with ANSI 302.1.
10. Provide ground paint at the base of the existing ramp to delineate compound slopes that tie the ramp back into the parking lot for visual aid.

#### **B. INTERIOR CONDITIONS:**

1. At new Mezzanine renovations: Provide entrance door at the new entrance area to the second floor mezzanine so that to push/pull open the door, no more than 5 pounds of force is used, in accordance with ANSI 404.2.8.
2. Provide and install a new, additional (2<sup>nd</sup>) urinal in the men's rest room with sufficient clearance and without impeding the clear floor space required at the adjacent lavatory.
3. Emergency Responder Shower Area: The threshold to the shower is 5-1/4 inches, which does not comply with accessibility standards. As stipulated previously in our letter dated 7/1/2010, this shower is to be utilized only by emergency personnel after or during emergency situations only. This area is not to be used by any employee for any other reason.
4. Back Entrance: Provide a threshold in compliance with ANSI 404.2.4
5. Back Entrance: Remove temporary mats and provide walk-off mat that is in compliance with ANSI 302.2
6. Staff Area: Provide and maintain the clear width of an accessible route through staffing space that is in compliance with ANSI 403.5.

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

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

Provide documentation of work completed no later than thirty (30) days after the commencement of the Term herein.

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

DAVID GLEASON

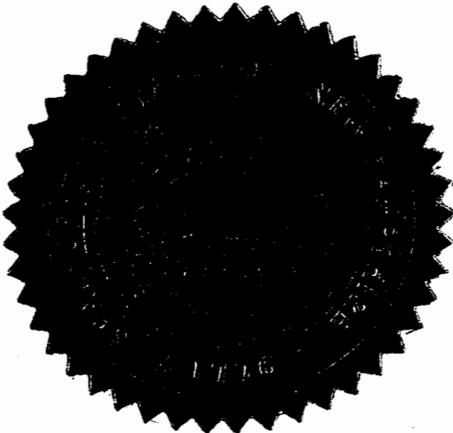
David Gleason, Chair

JLS 4-25-12

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 222 INTERNATIONAL, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on June 25, 2001. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and 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 27<sup>th</sup> day of April, A.D. 2012

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**

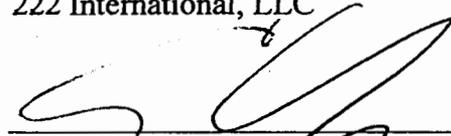
Dated: 4/15, 2012

The undersigned, being the Managing Members of 222 International, LLC, which is the General Partner of 222 International L.P., hereby certify that the following resolution has been duly adopted:

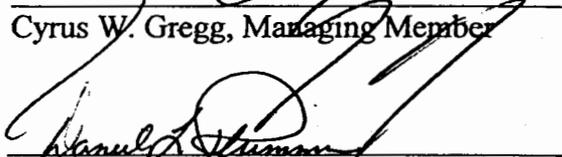
**RESOLVED:** That Daniel L. Plummer as Co-Manager of 222 International, LLC, is authorized to execute a lease with the State of New Hampshire, Department of Environmental Services, on behalf of 222 International, L.P. as Lessor, with respect to leased premises at 222 International Drive, Portsmouth, New Hampshire.

222 International, LLC

By:

  
Cyrus W. Gregg, Managing Member

By:

  
Daniel L. Plummer, Managing Member



## DESCRIPTIONS (Continued from Page 1)

PDA and CP Management are included as additional insured where required by contract per the terms, conditions and exclusions of the general liability policy. Waiver of Subrogation applies to PDA in accordance with the lease between 222 International LP and PDA.