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New Hampshire Commission for Human Rights



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HARVEY KEYE
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2 CHENELL DRIVE UNIT 2
CONCORD, NEW HAMPSHIRE 03301-8501
TEL (603) 271-2767
TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-6339
E-MAIL: humanrights@nhsa.state.nh.us
www.nh.gov/hrc

EXECUTIVE DIRECTOR
JONI N. ESPERIAN, ESQ. - 271-6838

ASSISTANT DIRECTOR
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ADMINISTRATIVE SECRETARY
DEBORAH EVANS - 271-2768

SECRETARY
NANCY RODGERS - 271-2767

August 31, 2015

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

Requested Action

Authorize the NH Commission for Human Rights to retroactively amend its lease with ZJBV Properties, LLC (Vendor #25078), 300 Gay Street, Manchester, NH 03103 by increasing the price limitation in the amount of \$18,585 from \$211,272 to \$229,857 and by extending the term from up to six months from June 30, 2015 through December 31, 2015, for 2,655 square feet of office space located at 2 Chennel Drive, Unit 2, a single story building in Concord, New Hampshire effective upon Governor and Council approval for the period July 1, 2015 through December 31, 2015. Governor and Council approved the original lease on June 23, 2010, item # 56B. Funding is 17% percent federal and 83 % general funds.

Funds to support this request are anticipated to be available in account #02-76-76-760010-78820000 in State FY 2016.

022-500248 Rent to Owners	FY 2016
Non State Space	\$18,585.00

Explanation

The enclosed retroactive amendment to the current NH Commission for Human Rights lease will provide up to an additional six months of rental and occupancy

effective July 1, 2015, through no later than December 31, 2015. This amendment is retroactive due to extended delays on the part of the landlord in providing the proper contract documents. The extended term is needed to allow time to complete the State's required competitive lease RFP process prior to entering into any subsequent proposed lease while continuing to make lawful payment of rent without interruption of occupancy and services. The Commission has identified a highly suitable location at a cost effective rate at a location appropriate for public service.

Under terms of this agreement the Agency will pay a lower per square foot rent at \$37,170.00 annually (\$14.00/square foot) in monthly payments of \$3097.50; total payments shall not exceed six months or \$18,585.00. (Under the terms of the prior lease, rent was \$43,015.08 annually or \$3,584.59 per month.) This is a true "gross" lease, inclusive of all maintenance, utility, partial janitorial, taxes and insurance costs.

Respectfully submitted,



Joni N. Esperian
Executive Director

NH Commission for Human Rights

Enclosures

AMENDMENT

This Agreement (the "Amendment") is dated, July 7, 2015 and is by and between the State of New Hampshire acting by and through the Human Rights Commission, (the "Tenant") and ZJBV Properties, LLC, (the "Landlord") with a place of business at 300 Gay Street, Manchester NH 03103.

Whereas, pursuant to a five-year Lease agreement (the "Agreement"), for 2,655 square feet of first/ground floor level space located at 2 Chenell Drive, Concord NH (the "Premises") which was first entered into on June 11, 2010 by the previous owner of the Premises which was Pool B Partners, Inc., 41 Glendale Place, Suite 3, Gilford, NH, and the lease agreement was approved by the Governor and Executive Council on July 23, 2010 item #56B, it was agreed to lease the Premises upon the terms and conditions specified in the Agreement in consideration of payment by the Tenant of certain sums as specified therein, and;

The Landlord acquired ownership of the Premises effective June 20, 2013 from the previous owner, and therefore lawfully may enter into this Amendment, and;

The Landlord and Tenant wish to retroactively extend the lease term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals, and;

The Tenant will need up to six (6) months to complete such process however the Agreement expires well in advance of this, therefore amendment of the current Agreement to provide delay of term expiration is necessary to authorize Tenant's continued lawful payment of rent and occupancy while processes are concluded, and;

Due to reductions to the Tenant's budget the rental rate needs to be reduced in order for continued payment of rent to be affordable,

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

Amendment of Agreement

3.1 Term: The expiration date of the current agreement, June 30, 2015 is hereby retroactively amended to terminate up to six (6) months thereafter, December 30, 2015.

- a) After the initial two (2) months of the amended Term the Tenant shall have the right to early termination of this Agreement; in such instance the Landlord shall be served no less than thirty (30) days advance written notice of Tenant's decision and the date upon which the Premise shall be vacated. In the instance of early termination the Tenant shall make their final monthly rental payment to the Landlord no later than thirty (30) days after the termination date.

Initials: ST

Date: 7/7/2015

4.1 Rent: The annual rent of \$43,015.08 which is approximately \$16.20 per square foot shall be reduced during the amended Agreement to \$37,170.00 annually which is \$14.00 per square foot, payable as \$3,097.50 monthly during the amended term. The first monthly installment, and any retroactively due monthly payments, shall be due and payable within 30 days of the Governor and Executive Council's approval of this agreement. The monthly rent shall continue to be paid on the 1st day of each month thereafter unless the Term is sooner terminated in accordance with this Agreement. The total cost of this agreement shall not exceed six (6) month's rent which is \$18,585.00

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

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

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

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

Initials: JS
Date: 7/7/2015

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

TENANT: New Hampshire Commission for Human Rights

Date: 8/25/15

By Jan N. Egan Exec. Dir.

LANDLORD: ZJBV Properties, LLC

Date: 7/7/2015

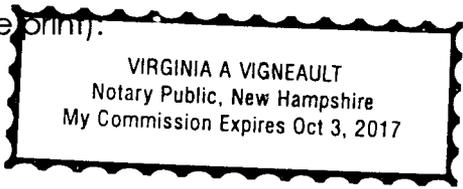
By Brian Thibeault

Acknowledgement: State of NH, County of Hillsborough
On (date) 7-7-2015, before the undersigned officer, personally appeared Brian Thibeault, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Virginia A. Vigneault

Commission expires: 10-3-2017 Seal:

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



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

By: Paul J. Meehan, Assistant Attorney General, on 8/25/15

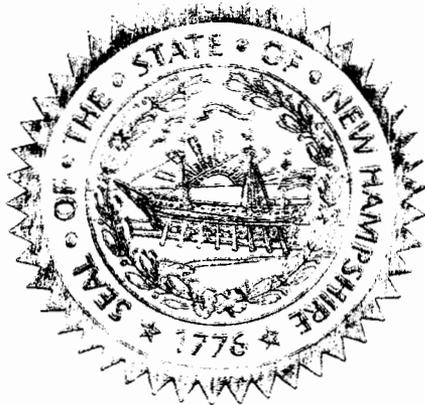
Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ZJBV PROPERTIES LLC is a New Hampshire limited liability company formed on May 10, 2013. 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; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of July, A.D. 2015

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

William M. Gardner
Secretary of State

LIMITED PARTNERSHIP OR LLC CERTIFICATION OF AUTHORITY

I, Brian J. Thibeault hereby certify that I am a sole member of ZJBV PROPERTIES LLC, a New Hampshire LLC.

I certify that I am authorized to bind the company pursuant to provision in the LLC Operating Agreement. I understand that the State of New Hampshire will rely on this Certificate as evidence that I have full authority to bind the company.

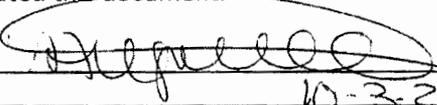
Dated: August 21st 2015

ATTEST:


Brian J. Thibeault, Sole Member

State of New Hampshire
County of Hillsborough

On August 21st 2015 before the undersigned officer, personally appeared Brian J. Thibeault, who satisfactorily proved to be the person identified above and he has personally executed this document.

Signature of Notary Public 

My Commission Expires: 10-3-2017

Printed Name of Notary Public Thibeault

VIRGINIA A VIGNEAULT
Notary Public, New Hampshire
My Commission Expires Oct 3, 2017

**Form SRA – Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws**

Part I – Business Identification and Contact Information

Business Name: ZJBV PROPERTIES LLC

Business Address (include city, state, zip): 300 GAY STREET, MANCHESTER NH 03103

Telephone Number: (603) 641-8608 E-mail: josephpropertiesllc@yahoo.com

Contact Person: BRIAN J. THIBEAULT

Contact Person Address (if different): _____

Part II – Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [**PLEASE NOTE:** Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. **However,** you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets **ALL** of the following three requirements:
 - A) This business has **10 or fewer owners**; and
 - B) Advertising **relating to the sale of ownership interests** has not been circulated; and
 - C) Sales of ownership interests – if any – will be **completed within 60 days** of the formation of this business.
2. This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____.
3. This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____.
4. This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

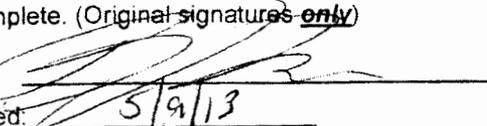
Part III – Check ONE of the following items in Part III:

1. This business **is not being** formed in New Hampshire.
2. This business **is** being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

Part IV – Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures **only**)

Name (print):	<u>Brian J. Thibeault</u>	Signature:	
		Date signed:	<u>5/9/13</u>
Name (print):	_____	Signature:	_____
		Date signed:	_____
Name (print):	_____	Signature:	_____
		Date signed:	_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2015

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

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

PRODUCER Cross Insurance 491 Main Street P.O. Box 1388 Bangor ME 04401	CONTACT NAME: Kelly Burpee, CPCU, AAI PHONE (A/C, No, Ext): (207) 947-7345 FAX (A/C, No): 207-941-0849 E-MAIL ADDRESS: kburpee@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED ZJBV PROPERTIES, LLC 300 GAY STREET MANCHESTER NH 03103	INSURER A: Acadia Insurance Group, LLC NAIC # 31325	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** CL1551538609 **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BOA5107244-12	6/14/2015	6/14/2016	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ none			CUA5108169-12	6/14/2015	6/14/2016	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A 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)
Proof of Renewal

CERTIFICATE HOLDER State of New Hampshire Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE K Burpee, CPCU, AAI/K <i>Kelley M. Burpee</i>

ZJBV PROPERTIES LLC
300 GAY STREET
MANCHESTER NH 03103
603-641-8608 PHONE
603-666-3716 FAX

May 13, 2015

NH Commission for Human Rights
2 Chenell Drive Unit 2
Concord, NH 03301

To Whom It May Concern:

Please be advised that ZJBV Properties LLC does not have employees and is therefore exempt from worker's compensation liability insurance.

Sincerely

A handwritten signature in black ink, appearing to read 'Brian J. Thibeault', with a long horizontal flourish extending to the right.

Brian J. Thibeault
Manager

ZJBV PROPERTIES, LLC
300 GAY STREET
MANCHESTER NH 03103
PHONE: 603-641-8608
FAX: 603-666-3716

June 2, 2015

To Whom It May Concern:

Please advised that ZJBV Properties LLC has outside contractors perform the snow plowing and landscaping contracts for the property located at 2 Chenell Dr. Concord, NH.

Brian J. Thibeault
Manager – ZJBV Properties LLC

POOL B PARTNERS, INC.

5000 West ...
August 2013

Telephone (603) 293-9600
Fax (603) 293-9610

36 COUNTRY CLUB ROAD, UNIT 823

GILFORD, NH 03249

June 21, 2013

RECEIVED

JUN 24 2013

NH COMMISSION
FOR HUMAN RIGHTS

Via Certified Mail, Return Receipt Requested
and First Class Mail

Ms. Joni Esperian, Executive Director
NH Commission for Human Rights
2 Chenell Drive
Concord, NH 03301

Re: Lease of space in the building located at
2 Chenell Drive, Concord, NH (the "Property")

Dear Ms. Esperian:

This letter is written relative to your current Lease of space within the Property, made with Pool B. Partners, Inc., as Landlord. The purpose of this letter is to advise you of a sale of the Property to a third party and to comply with New Hampshire law relative to the sale of the Property and transfer of your security deposit.

Please be advised that on June 20, 2013, Pool B. Partners, Inc. conveyed title to the Property to ZJBV Properties LLC. In addition to the Property itself, Pool B. Partners, Inc. conveyed to ZJBV Properties LLC all of its right, title and interest, as Landlord, under the Lease. Accordingly, ZJBV Properties LLC is your new Landlord.

With respect to all matters occurring up to June 20, 2013, please contact Pool B. Partners, Inc. by calling Jeanne Tebbetts by telephone at (603) 293-9600, by fax at (603) 293-9610 or by email at newhamptonland@vahoo.com. After June 20, 2013 contact information for ZJBV Properties LLC is as follows:

ZJBV Properties LLC
300 Gay Street
Manchester, NH 03101
Tel. 603-641-8608 Fax 603-666-3716
josephequipment@aol.com

POOL B PARTNERS, INC.

Telephone (603) 293-9600
Fax (603) 293-9610

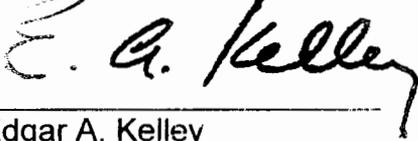
36 COUNTRY CLUB ROAD UNIT 823

GILFORD, NH 03249

Finally, Pool B. Partners, Inc. wish to thank you most sincerely for the years of pleasant association we have enjoyed together.

Very truly yours,

POOL B. PARTNERS, INC.



Edgar A. Kelley

ZJBV PROPERTIES, LLC
300 GAY STREET
MANCHESTER NH 03103
PHONE: 603-641-8608
FAX: 603-666-3716

June 26, 2013

State of New Hampshire
NH Commission for Human Rights
2 Chenell Drive
Concord, NH 03249

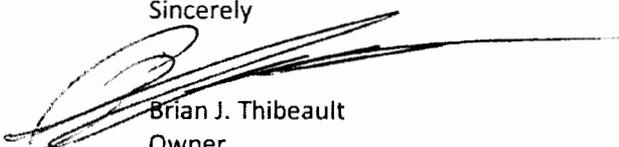
RE: LEASE FOR 2 CHENELL DRIVE, CONCORD, NH

To Whom It May Concern:

ZJBV Properties LLC is the new owner of 2 Chenell Drive, Concord, NH. Please be advised that ZJBV Properties LLC will honor the lease with the NH Commission for Human Rights through the end of the term of June 30, 2015.

If you have any questions, please feel free to contact me at 603-641-8608.

Sincerely



Brian J. Thibeault
Owner

New Hampshire Commission for Human Rights



COMMISSIONERS

GAYLE E. TROY, CHAIR
SHERYL L. SHIRLEY, Ph.D
WILLIAM E. BRENNAN, ESQ.
DAVID N. COLE, ESQ.
BEHZAD MIRHASHEM, ESQ.
JOSHUA BOYNTON, MS
CATHERINE HACKETT

2 CHENELL DRIVE
CONCORD, NEW HAMPSHIRE 03301-8501
TEL (603) 271-2767
TDD Access: Relay NH 1-800-735-2964
FAX (603) 271-8339
E-MAIL: humanrights@nhsa.state.nh.us
www.nh.gov/hrc

EXECUTIVE DIRECTOR
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ASSISTANT DIRECTOR
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THERESA GERRIOR - 271-6621
CASEY L. MILLER - 271-2054
KENNETH SALZBERG - 271-2055
HANFORD AUTEN - 271-6839
DAVID BULLOCK - 271-6840

ADMINISTRATIVE SECRETARY
DEBORAH EVANS - 271-2768

SECRETARY
NANCY RODGERS - 271-2767

June 16, 2010

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

REQUESTED ACTION

Authorize the New Hampshire Commission for Human Rights to enter into a renewal lease agreement with Pool B Partners, Inc, 41 Glendale Place, Suite 3, Gilford NH 03249 (vendor code 157391) for a five-year term commencing July 1, 2010 and ending June 30, 2015. The total cost of the lease is \$211,272.00 and the annual cost for the first year is \$41,750.04 which is \$15.73 per square foot. The space is comprised of 2,655 square feet located in a single level building at 2 Chenell Drive, Concord NH. (17% Federal Funds/83% General funds)

Funding for this lease is available in account 02-76-76-760010-78820000 contingent upon availability and continued appropriations.

022-500248 Rent to Owners Non State Space

<u>FY2011</u>	<u>FY2012</u>	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>	<u>TOTAL</u>
\$41,750.04	\$41,750.04	\$42,167.52	\$42,589.32	\$43,015.08	\$211,272.00

EXPLANATION

The current lease is due to expire June 30, 2010. As required by Administrative rule ADM 610.04 a "Request for Proposal" for approximately 2,660 square feet of leased space was posted in the Concord Monitor's "Public Notice" section on April 2 and 9, 2010. The notice was also posted concurrently on the Department of Administrative Service's Bureau of Planning and Management's website, which provides a statewide listing of all lease RFPs. Three responses resulted from the public notice; Smokestack Realty, Janivier Holdings and Pool B Partners Inc.

Smokestack Realty offered 3,200 square feet of space located at 254 North State Street in Concord NH renovated for the agencies use at \$21.50 per square foot which is \$68,800.00 annually and \$344,000.00 for the five year term. Janivier Holdings offered 2,850 square feet of space located on the second floor of 2 1/2 Beacon Street in Concord NH modified for the agencies use at \$12.50 per square foot year one which is \$35,625.00 annually escalating thereafter up to \$14.00 per square foot totaling \$189,525.00 for the five year term. This cost effective proposal was of interest, however upon review the site and space presented

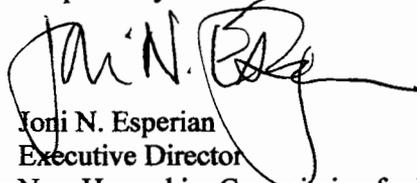
June 16, 2010
His Excellency, Governor John H. Lynch
And the Honorable Council
Page 2

significant and numerous violations of Barrier-Free Accessibility requirements and inherent architectural restrictions caused these to be insurmountable. The State's Architectural Barrier-Free Design Committee program specialist was consulted regarding the matter, they advised declining the space given the State's obligation to provide conforming Barrier-Free access, and the demographic of clientele serviced by the "Human Rights Commission", thereafter the proposal was declined. Pool B Partners, Inc offered renewal of 2,655 square feet of space located at 2 Chenell Drive, Concord NH "as is" at \$15.73 per square foot which is \$41,750.04 annually year one (no escalation from current rate) escalating incrementally thereafter 7% over the term for a total of \$217,670.28 for five years. The initial offer was negotiated to include provision of renovations required by the State's Architectural Barrier-Free Design Committee and to reduce the total cost by \$6,398.28 by having no rate escalation for the first two years, with only 1% escalation for the remaining three years, for a revised five year total of \$211,272.00. The renewal offer was the most cost effective "architecturally barrier-free" location therefore it was accepted, it includes the cost of limited janitorial services and all site maintenance, heat, air conditioning, water and sewer, taxes and insurance.

The Human Rights Commission requests authorization to remain in this location for it provides our clientele confidentiality and privacy, physical accessibility, avoids incurring the cost of relocation, and allows us to continue providing services in an uninterrupted manner.

Funding for this request is 17% Federal Funds and 83% General Funds.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Joni N. Esperian", with a large, stylized flourish extending from the end of the signature.

Joni N. Esperian
Executive Director
New Hampshire Commission for Human Rights

RECEIVED

JUN 15 2010

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

NH COMMISSION
FOR HUMAN RIGHTS

1. Parties to the Lease:

This indenture of Lease is made this 16th day of June, 2010, by the following parties:

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

Name: Pool B Partners, Inc.
(individual or corporate name)
State of Incorporation: New Hampshire
(if applicable)
Business Address: 41 Glendale Place, Suite 3
Street Address (principal place of business)
Gilford NH 03249 (603) 293-9600
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: New Hampshire Commission for Human Rights

Address: 2 Chenell Drive

Street Address (official location of Tenant's business office)
Concord NH 03301 (603) 271-2767
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: 2 Chenell Drive
(street address, building name, floor on which the space is located, and unit/suite # of space)
Concord NH 03301
City State Zip

The demise of the premises consists of: approximately 2,655 square feet of 1st floor space
(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 July, in the year 2010, and ending on the
30th day of June, 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 Five (5) year(s) commencing on the 1st day of July, in the year 2010, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: EP
Date: 6/11/2010

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

3.5 Conditions on the Commencement and Extension of Term:

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

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (insert month, date and year) July 1st, 2010

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.

Landlord Initials: E.K.
Date: 6/11/2010

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: The Tenant shall be responsible to provide and make direct payments to the service providers for:

Telephone, data, and/or cable/video services.

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

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

Landlord Initials: EF

Date: 6/11/2010

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 a client service and administrative office for the New Hampshire Commission for Human Rights

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

8. Maintenance and Repair by the Landlord:

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

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

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

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

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

Landlord Initials: *EJK*

Date: *6/11/2010*

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

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

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

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

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

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

Landlord Initials: *ELC*

Date: *6/11/2010*

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.~~

Neither of the forgoing standard descriptions is applicable. See Exhibit C for definition of parties responsible for provision of janitorial services.

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

Landlord Initials: 

Date: 6/11/2010

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: 

Date: 6/11/2010

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.

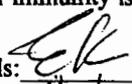
11. Quiet Enjoyment: Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant 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: *EF*

Date: *6/11/2010*

13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
See Exhibit E "Special Provisions" herein for text replacing Section 15 Insurance.
15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability, of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~
- 15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of 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.

Landlord Initials: 

Date: 11/2/2010

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:

Date:

EPK
6/11/2010

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

20. **Hazardous Substances:**

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

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

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

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

20.5 **Asbestos:**

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

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

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

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

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

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

Landlord Initials: 

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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: Jeanne Tebbetts
 Title: Property Manager, Hampton Land Co. Inc. Property Management
 Address: 36 Country Club Rd, Unit A23, Gilford NH Phone: (603) 293-9600
 Email Address: newhamptonland@yahoo.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: Joni Esperian
 Title: Director, NH Commission for Human Rights
 Address: 2 Chenell Drive, Concord NH 03301 Phone: (603) 271-2767
 Email Address: Joni.Esperian@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

Landlord Initials: EK
 Date: 6/11/2010

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:

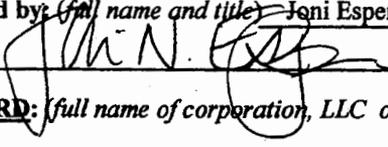
- 28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. 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.

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

TENANT: The State of New Hampshire, acting through its Department of: _____

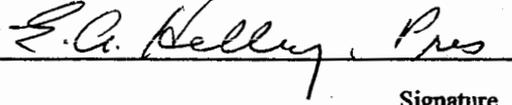
New Hampshire Commission for Human Rights

Authorized by: (full name and title) Joni Esperian, Director



LANDLORD: (full name of corporation, LLC or individual) POOL B PARTNERS, INC.

Authorized by: (full name and title) E.A. Kelley, Pres.



Signature

Print: Edgar A. Kelley, PRES
Name & Title

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

OF: New Hampshire COUNTY OF: Belknap

UPON THIS DATE (insert full date) June 11, 2010, appeared before

me (print full name of notary) Jeanne B Tebbetts the undersigned officer personally

appeared (insert Landlord's signature) Edgar A Kelley

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

Pool B Partners, Inc. and that as such

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

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

Jeanne B Tebbetts
my Commission Expires 13 September 2011

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: 6/16/10

Approving Attorney:  Suzanne M. Farman

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: ER
Date: 6/11/2010

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.*

See attached floor plan titled "Exhibit A, Demise of Tenant Premises".

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.*

The Tenant and their visitors or invitees shall have the right to use in common with others parking spaces provided in the paved parking lot (providing approximately 40 spaces) located directly adjacent to the entry to the Premises.

Landlord Initials: 

Date: 6/11/2010

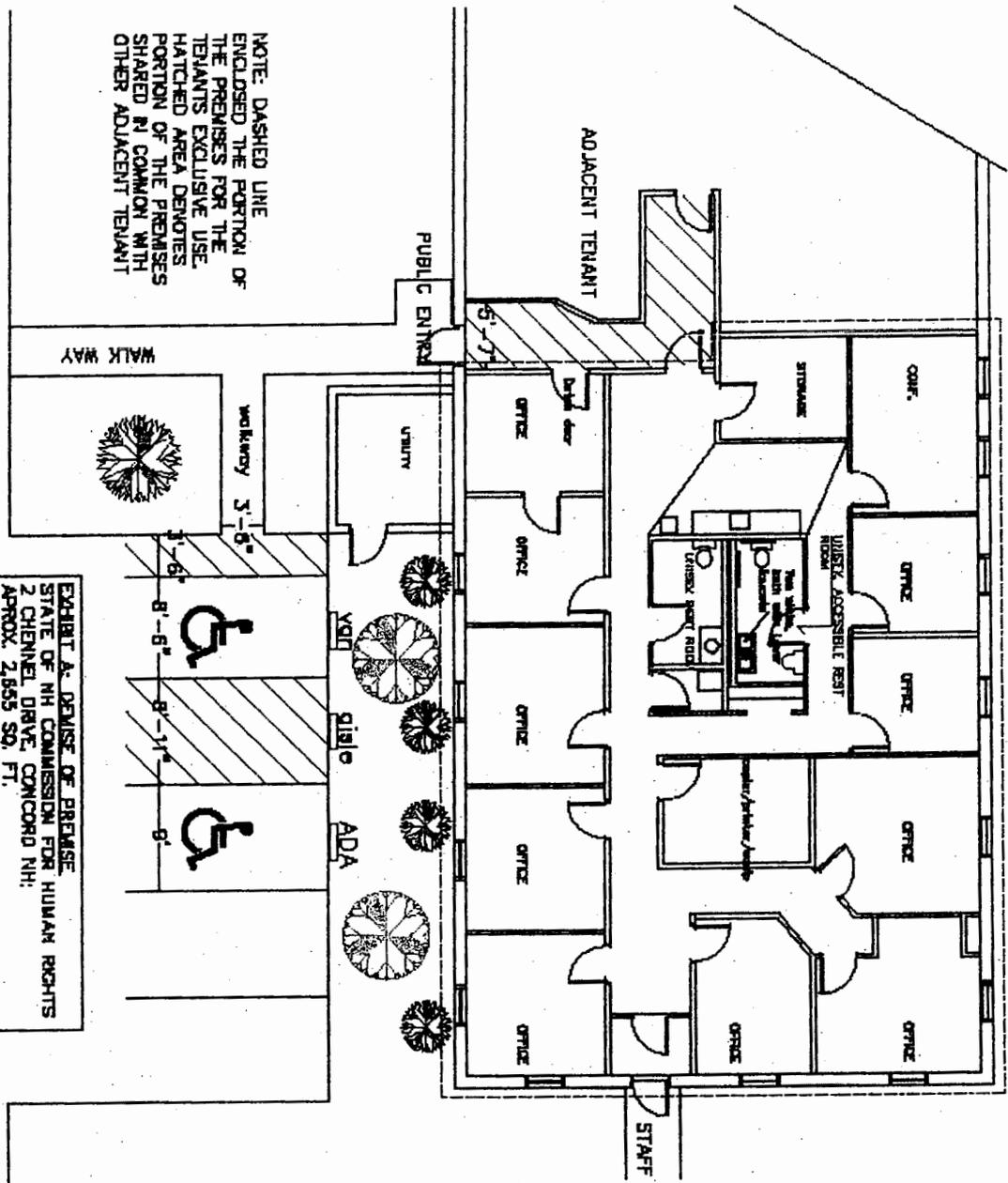


EXHIBIT A: DEMISE OF PREMISE
 STATE OF NH COMMISSION FOR HUMAN RIGHTS
 2 CHENNEL DRIVE, CONCORD NH
 APPROX. 2,855 SQ. FT.

Landlord Initials: *EJK*
 Date: *6/11/2010*

**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.*

As provided by Section 3.2 "Occupancy Term" herein the Tenant's commencement of rental payments defined herein shall be July 1, 2010. The rent due for the Tenant's 2,655 square foot Premises during the FIVE-YEAR rental Term shall be in accordance with the following rental schedule:

Rental Schedule:

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	Approx. % increase per year
1	July 1, 2010 – June 30, 2011	\$15.73	\$3,479.17	\$41,750.04	0%
2	July 1, 2011 – June 30, 2012	\$15.73	\$3,479.17	\$41,750.04	0%
3	July 1, 2012 – June 30, 2013	\$15.88	\$3,513.96	\$42,167.52	1%
4	July 1, 2013 – June 30, 2014	\$16.04	\$3,549.11	\$42,589.32	1%
5	July 1, 2014 – June 30, 2015	\$16.20	\$3,584.59	\$43,015.08	1%
Total for five-year term:				\$211,272.00	

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.*

There are NO additional costs or payments due or payable under the Agreement herein.

Landlord Initials: *EJC*

Date: *7/11/2010*

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.*

1. The Landlord shall provide maintenance to all areas of the Premises in conformance with the standard provisions of the Agreement herein.
2. The Tenant and Landlord agree to split responsibility for the provision of Janitorial Services in the following manner:
 - a. Janitorial Services shall be provided to the Premises by the Tenant in their area of exclusive use, which is illustrated in the Exhibit A floor plan herein. The services provided shall include but not be limited to the following:
 - i. At least once every two weeks the Tenant shall:
 1. Vacuum all flooring,
 2. Clean the rest rooms and kitchen areas. This cleaning shall be supplemental to the ongoing weekly cleaning provided by the Landlord.
 3. Empty all wastebaskets into the outdoor trash receptacle (dumpster) designated by the Landlord for said purpose.
 - ii. In addition to the foregoing the Tenant shall empty all wastebaskets on an "as needed" basis, in order to assure there is no build up of excess paper or rubbish in the Premises.
 - iii. Tenant shall properly and safely use and operate all appliances, electrical services, gas and plumbing fixtures
 - iv. Tenant shall be responsible for the provision of all paper towels, toilet paper and other consumable supplies for the rest rooms and break areas.
 - b. Janitorial Services shall be provided to the Premises by the Landlord in the common areas of the Premises, and certain limited services (as defined herein) shall be provided to the Tenant's area of exclusive use, the services provided shall include but not be limited to the following:
 - i. Providing and maintaining the common areas in a clean, reasonably sanitary condition, this shall include:
 1. Vacuuming of all flooring in the common areas at least once per week during the non-winter condition seasons, and;
 2. During winter months and/or when salt, sand and slush are being tracked into the Premises, vacuuming the flooring at least once per day.
 - ii. Once per week the Landlord shall be responsible for cleaning the Tenant's rest rooms and the kitchen area. This cleaning shall include the surface cleaning of all sinks and toilet seats, vacuuming and cleaning of the floors with a clean damp mop, cleaning the mirrors, and cleaning of the toilet bowls.
3. The Landlord shall supply and maintain an appropriate outdoor trash receptacle (dumpster) which shall be compliant with any applicable municipal ordinances; the Tenant shall be allowed use for this dumpster for disposal of office rubbish. The Landlord shall be responsible for having the dumpster emptied on a regular basis, which shall not be less than twice per month.

Landlord Initials: 

Date: 6/11/2010

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.*

No later than thirty (30) days after the commencement of the term herein, the Landlord shall complete provision of the following improvements:

1. Parking Lot and Sidewalk pavement:
 - a. All cracks in excess of ¼" and depressions greater than ¼" shall be filled and smoothed, providing a conforming barrier-free path of travel from the accessible parking space and access aisle to the entry of the building to which the premises are a part.
 - b. Re-grade (in-fill with sod, loam or mulch) along the edges of the walkway to eliminate the drop-off condition which exceeds a vertical dimension of ¼ inch.
2. Reception Service Window: Remove existing Dutch door which has a non-conforming transaction window height of 42". Provide and install a new Dutch door which has been cut and assembled to provide a conforming transaction window height of no more than 36" high. Reuse hardware from existing door to help minimize costs.
3. At the Unisex Accessible Rest Room, provide the following in conformance with code requirements:
 - a. Replace the 36" long horizontal grab bar located beside (perpendicular to) the water closet with a 42" long bar. Maintain at least 12" of clear space (no dispensers to be installed in this space) above both grab bars.
 - b. Relocate the toilet paper dispenser installing it 7" to 9" from the center line of the roll to the front edge of the toilet seat;
 - c. Provide the toilet flush lever on the opposite side of tank (towards the open side of the room) in order to conform to code requirements.
 - d. Relocate the toilet seat cover dispenser installing it with the dispensing slot at 48" above the floor;
 - e. Insulate the pipes below the lavatories.
4. Kitchenette Sink: Lower the existing sink so that the rim of it is 34" maximum above the floor and a clear knee space of at least 36" wide below is provided. Accomplish this by removing the storage cabinet located directly below the existing sink, cutting the section of counter currently supporting the sink and lowering it (patching and revising supports as necessary and revising plumbing as necessary) to the required height. Insulate or otherwise shield the pipes below the sink.

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*

Landlord Initials: *EJK*
Date: *6/11/2010*

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.

No later than thirty (30) days after the commencement of the term herein the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with these rules the landlord shall submit notarized air testing results within five (5) days of receipt of the results to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.

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.

Supplemental to the renovations listed in Part I of Exit D; No later than thirty (30) days after the commencement of the term, the Landlord shall (at the sole expense of the Landlord) complete provision of the following:

- All exit signs shall be restored to proper working order providing full illumination; either re-lamp the signs, have fresh batteries provided, or replace if necessary.

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

The Tenant shall collect recyclable materials in the Premises and convey them to the recycling collection dumpster located at an adjacent site, the parking lot behind the State's Office of Energy and Planning.

Landlord Initials: 

Date: 6/11/2010

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:

1. The Standard Provisions of paragraph 15, Insurance, are deleted replaced by the following:

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 two million (\$2,000,000) general aggregate; with coverage of Excess Liability of not less than five million (\$5,000,000). 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.



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE

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

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

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

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

May 18, 2010

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

Requested Action
Recommendation Regarding Lease Approval

Lessee: New Hampshire Commission on Equal Rights
Location: 2 Chenell Drive, Concord, NH 03851
Lessor: Pool B. Partners, Inc., 41 Glendale Place, Suite 3, Gilford, NH 03249
Term: July 1, 2010 – June 30, 2015

The Architectural Barrier-Free Design Committee respectfully recommends that the subject lease renewal for approximately 2855 square feet be approved with the following conditions:

1. All renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2008 and ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2009 as amended, and ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). When applicable (designated by "LAHJ approval required."), renovation plans shall be submitted to the local authority having jurisdiction (i.e. the Building Inspector) for approval.

The following conditions listed in our letter dated April 18, 2005 have not yet been met. Conditions 2 & 3 must be met and photographic evidence submitted prior to presenting their lease renewal request to Governor and Council.

2. Insulate the pipes under the sinks in the accessible restroom per ADAAG 4.19.4 and ANSI-98: 606.6 (now ANSI 2003 606.6).
3. Maintain at all times an accessible route into and within the facility and at entrances and exits of at least 36 inches clear width, including clearances at doors (by removing furniture and equipment), per ADAAG 4.13 and ANSI-98 402 (now ANSI 403.5).

No later than thirty (30) days after the commencement of the term, the Landlord shall provide the following improvements, #4, #5, #6, #7, #8:

Exterior Conditions:

4. **Entrance sidewalk** - Re-grade along the edges of the walkway to eliminate the drop-off condition which exceeds a vertical dimension of 1/4 inch, per ANSI 303.2.

5. Parking lot and sidewalk pavement - All cracks in excess of ¼" and depressions greater than ¼" shall be filled and smoothed, providing a barrier-free path of travel from the accessible parking spaces and access aisle to the entry of the building per ANSI 302.

Interior Conditions:

6. Reception Service Window - Modify or replace the existing Dutch door to provide a service window no higher than 36 inches above the floor per ANSI 904.3.1.
7. Unisex Accessible Toilet Room
 - a. Replace the existing 36 inch long grab bar located on the side wall of the water closet with a 42 inch grab bar per ANSI 605.4.1.
 - b. Relocate the existing toilet paper dispenser, installing it 7 to 9 inches from the centerline of the roll to the front edge of the toilet seat per ANSI 604.10.7.
 - c. Provide the toilet flush lever on the opposite side of the tank (towards the open side of the room) per ANSI 604.6 or provide automatic flush capability.
 - d. Relocate the toilet seat cover dispenser so that the dispensing slot is no more than 48 inches above the floor per ANSI 308. Maintain at least 12 inches above the grab bar per ANSI 609.3.
 - e. Insulate, or otherwise shield, the pipes below the lavatories per ANSI 606.6.
8. Kitchenette Sink - Lower the existing sink so that the rim of the sink is 34 inches maximum above the floor per ANSI 606.3.

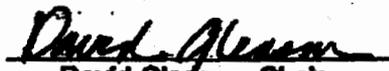
It is the Tenant's responsibility to maintain a 60 inch turning radius in the reception area.

It is the Landlord's ongoing responsibility to ensure that a 60 inch by 56 inch clear floor area around the water closet in the accessible single user toilet room is free of waste receptacles and other impediments per ANSI 604.3.

This recommendation is based upon the site-survey completed by, and the assurances of, the leasing agency's ADA Coordinator that this facility will be accessible upon compliance with the above conditions.

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

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


David Gleason, Chair

wb

cc: Mary Belec, Administrator, Bureau of Planning and Management

The following previous condition outlined in the April 18, 2005 Letter of Recommendation has been met:
Installation of compliant accessible parking, item 2.

May 26 2010 09:38:10 Via Fax

6032939610 The Hartford Fax

Page 003 Of 003

ACORD. CERTIFICATE OF LIABILITY INSURANCE

JKG 0000 05-24-2010

INSURED
US1 NEW ENGLAND/PMS
C41093 P: (866) 467-8730 F: (800) 308-5459
301 WOODS PARK DRIVE
CLINTON NY 13323

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

INSURERS AFFORDING COVERAGE

INSURED
POOL "B" PARTNERS INC
36 COUNTRY CLUB RD UNIT 023
GILFORD NH 03249

INSURER A: Hartford Casualty Ins Co

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF DAMAGE	POLICY NUMBER	START DATE	END DATE	COVERAGE
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIM MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Lib <input type="checkbox"/> AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input checked="" type="checkbox"/> AGG	04 SBA PK6807	10/20/09	10/20/10	EACH OCCURRENCE \$1,000,000 PER DAMAGE PER POLICY \$100,000 MED EXP (Per Occurrence) \$10,000 PERSONAL & ADV BLDG \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - CONSUMABLE \$2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	04 SBA PK6807	10/20/09	10/20/10	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$0 BODILY INJURY \$0 PROPERTY DAMAGE \$0
BARGAIN LIABILITY <input type="checkbox"/> ANY AUTO				AUTO BIL - COLLISION \$0 OTHER THAN AUTO ONLY \$0 AGG \$0
BOILER LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM MADE <input type="checkbox"/> DEL. OTHERS <input checked="" type="checkbox"/> RESTRICTION \$10,000 <input type="checkbox"/> LIMITED COVERAGE FOR AND EMPLOYER LIABILITY	04 SBA PK6807	10/20/09	10/20/10	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$0 \$0 \$0 \$0

These usual to the Insured's Operations. The State of New Hampshire Human Rights Commission is listed as additional insured per Business Liability Coverage Form 880003 attached to this policy.

CERTIFICATE HOLDER (A) ADDITIONAL POLICY BENEFICIARIES (A)

The State of New Hampshire
Human Rights Commission
2 CHENSLY DR
CONCORD, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE OPERATION DATE THEREOF, THE ISSUING INSURER WILL endeavor TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR REIMBURSEMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Joe Taylor

POOL "B" PARTNERS, INC.

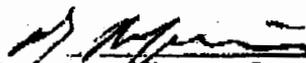
Certificate of Secretary

I, the duly elected Secretary of Pool "B" Partners, Inc., (the "Corporation"), a New Hampshire corporation, hereby certify as follows:

The following resolutions were duly adopted by the unanimous written consent of the directors of the Corporation dated June 16th, 2010, filed with records of the meetings of the directors, and such resolutions have not been rescinded or amended and are in effect on the date hereof:

RESOLVED: That in connection with the lease of property owned by the Corporation and located at 2 Chancell Drive in Concord, New Hampshire to the New Hampshire Human Rights Commission, Edgar A. Kelley, as President of the Corporation, is hereby authorized to execute, acknowledge and deliver, on behalf of the Corporation, as landlord, any and all documents related to the lease of the property to the New Hampshire Human Rights Commission.

Dated: 16th



Roger G. Barlingame, Secretary

POOL B PARTNERS, INC.

Telephone (603) 293-6800
Fax (603) 293-6810

36 COUNTRY CLUB ROAD, UNIT 823
GILFORD, NH 03249

June 16, 2010

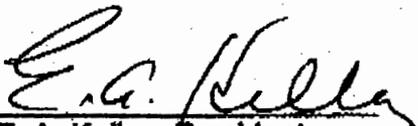
NH Human Rights Commission
2 Chenell Drive
Concord, NH 03301

To Whom It May Concern:

Please be advised that Pool B. Partners, Inc., a NH Corporation, does not have employees and is therefore exempt from Workers' Compensation Liability Insurance.

Very truly yours,

POOL B. PARTNERS, INC.


E. A. Kelley, President

POOL B PARTNERS, INC.

Telephone (603) 293-9600
Fax (603) 293-9610

36 COUNTRY CLUB ROAD, UNIT 823

GILFORD, NH 03249

June 9, 2010

COPY

State of New Hampshire
Secretary of State
107 N Main Street
Concord, NH 03301-4989

Re: Certificate of Good Standing
Pool B. Partners, Inc.

To Whom It May Concern:

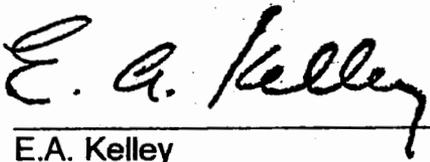
Please accept this letter as our request for a Certificate of Good Standing with the State of New Hampshire. We enclose our check in the amount of \$5.00, as per instructions on the NH.Gov website. Our mailing address is:

Pool B. Partners, Inc.
36 Country Club Road, Unit 823
Gilford, NH 03249

Thank you for your assistance.

Very truly yours,

POOL B. PARTNERS, INC.


E.A. Kelley

Enclosure (1)

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 6/16/2010**Filed Documents**

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
POOL "B" PARTNERS, INC.	Legal

Corporation - Domestic - Information

Business ID: 189640
Status: Good Standing
Entity Creation Date: 5/12/1993
Principal Office Address: 36 Country Club Road, Unit 823
Gilford NH 03249
Principal Mailing Address: 36 Country Club Road, Unit 823.
Gilford NH 03249
Last Annual Report Filed Date: 4/20/2010
Last Annual Report Filed: 2010

Registered Agent

Agent Name: Burlingame, Roger G, Esq
Office Address: 2 CAPITAL PLZ
PO BOX 1137
CONCORD NH 03302

Mailing Address:

POOL B PARTNERS, INC.

Telephone (603) 293-8600
Fax (603) 293-8610

36 COUNTRY CLUB ROAD, UNIT 823
GILFORD, NH 03249

June 16, 2010

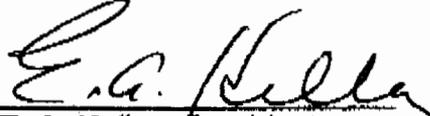
NH Human Rights Commission
2 Chenell Drive
Concord, NH 03301

To Whom It May Concern:

Please be advised that Pool B. Partners, Inc., a NH Corporation, does not have employees and is therefore exempt from Workers' Compensation Liability Insurance.

Very truly yours,

POOL B. PARTNERS, INC.


E. A. Kelley, President

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

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

DATE: August 31, 2015

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

LESSEE: NH Commission for Human Rights, 2 Chennell Drive, Unit 2, Concord NH 03301

LESSOR: ZJBV Properties, 300 Gay Street, Manchester, NH 03103

DESCRIPTION: Retroactive Lease Amendment: Approval of the enclosed will retroactively authorize extending the term of the current Human Rights lease of 2,655 square feet of space located at 2 Chennell Drive, Concord, NH. During the additional time provided by this amendment the Commission will request approval of the lease intended as replacement space, and move into the new space after fit-up is completed.

Term: Up to six (6) months; commencing retroactively June 30, 2015, expiring no later than December 30, 2015. After September 1st the Tenant will have the option of early termination by serving 30 days advance notice.

RENT: Current rent of \$43,015.08 (\$16.20 per SF) annually reduced to \$37,170.00 (\$14.00 per SF) annually; payable at \$3,097.50 monthly.

Total Rent: 6 months maximum - not to exceed \$18,585.00

JANITORIAL: limited cleaning provided by landlord

UTILITIES: Included in annual rent

PUBLIC NOTICE: Sole Source negotiated agreement; however the intended replacement lease conforms with all "notice" and competitive RFP requirements

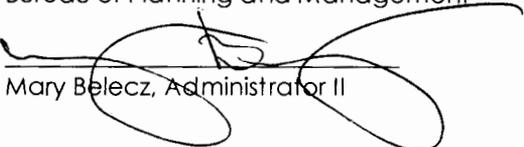
CLEAN AIR PROVISIONS: Not applicable to an amended agreement.

BARRIER-FREE DESIGN COMMITTEE: Not applicable to an amended agreement.

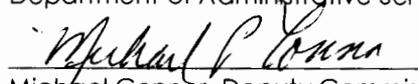
OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner