

1264



Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

Sole Source
Retroactive

August 20, 2014

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

REQUESTED ACTION

Authorize the Department of Education, Bureau of Vocational Rehabilitation to enter into a **sole source, retroactive** lease amendment to the existing lease with The Maestro Fund III-Bel Canto, LLC, Portsmouth, New Hampshire (Vendor Code 167427) for continued occupation by the Manchester Vocational Rehabilitation Office by increasing the price limitation in the amount of \$82,824.00 to \$699,999.24 from the original amount of \$617,175.24 and by extending the term for up to twelve months from September 15, 2014 to September 14, 2015, effective retroactive to September 15, 2014 and to end September 14, 2015. Governor and Council approved the original lease on May 5, 2004, item 56A. **100% Federal.**

Funding is available in the account entitled Field Programs-Match for FY 15/16 pending legislative approval of the next biennial budget:

FY 2015	06-56-56-565510-4020-022-500248	Rents-Leases Other than State	\$ 69,020.00
FY 2016	06-56-56-565510-4020-022-500248	Rents-Leases Other than State	\$ 13,804.00

EXPLANATION

This twelve month amended term is **retroactive** due to administrative delays. The Department of Education, Bureau of Vocational Rehabilitation is seeking approval to enter into an amendment of up to twelve months, with the right of early termination after the initial six months, commencing September 15, 2014 and ending no later than September 14, 2015 providing continued rental of the current Manchester Vocational Rehabilitation office space consisting of approximately 4,141 square feet, located at 195 McGregor Street, Manchester, NH. Extending the lease term will allow the Department to continue lawful payment of rent while continuing occupancy; during the additional time provided a competitive Request for Proposal (RFP) process will be completed which will be the basis for any future proposed long term lease for this catchment area.

The Department of Education, Bureau of Vocational Rehabilitation has occupied this Manchester Vocational Rehabilitation Office location at 195 McGregor Street since 2004, it currently houses sixteen counselors and support staff. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space than relocation to a temporary location prior to completion of the ongoing lease RFP process.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 20, 2014
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The current annual rent of \$70,239.96 which is approximately \$16.96 per square will increase approximately 18% to \$82,824.00 annually which is approximately \$20.00 per square foot; the Landlord required provision of this increase in order to bring the rental rate "up to market rate". This rate includes the provision of all utilities, site maintenance and janitorial services.

Approval of this lease amendment will allow the Department to continue to provide services to the public in the Manchester area while finalizing the ongoing RFP process and submitting any subsequent proposed replacement lease to all required parties for final authorization.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Virginia M. Barry, Ph.D.
Commissioner of Education

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

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

DATE: September 4, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

LESSEE: Department of Education, Bureau of Vocational Rehabilitation 101 Pleasant
Street, Concord, NH 03301

LESSOR: Maestro Fund III-Bel Canto, LLC, P.O. Box 468, PortsmouthNH 03802

DESCRIPTION: Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued short-term occupancy of Vocational Rehabilitation's Manchester area client service office comprised of 4,141 square feet of 1st floor space located in the building known as "Mill West", 195 McGregor Street, ManchesterNH. During the time provided by this extended agreement the ongoing competitive lease "RFP" process will be completed, and any subsequent proposed replacement lease will be submitted to all required parties for final approval.

TERM: Up to twelve (12) months commencing retroactive to September 14, 2014; expiring no later than September 14, 2015. After the initial six months of the amended term the Tenant shall have the right of early termination with 30 days advance written notice

RENT: Current rate of approx. \$16.96 per square foot which is \$70,239.96 annually shall increase to \$82,824.00 annually (approximately 18 % escalation) which is approximately \$20.00 per square foot payable as \$6,902.00 monthly.
Total Rent not to exceed 12 months which is \$82,824.00

JANITORIAL: Included in annual rent – no additional tenant cost

UTILITIES: Included in annual rent – no additional tenant cost

PUBLIC NOTICE: Sole-Source amendment of current lease was necessary to provide additional time for completion of the ongoing lease RFP and "Public Notice" process – any proposed replacement lease will fully conform to competitive process requirements

CLEAN AIR PROVISIONS: None applicable to an amended term

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

OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner

AMENDMENT

This Agreement (the "Amendment") is dated, 8.19.14, 2014 and is by and between the State of New Hampshire acting through Department of Education, (the "Tenant") and The Maestro Fund III-Bel Canto, LLC, (the "Landlord") P.O. Box 468, Portsmouth NH 03802.

Whereas, pursuant to a ten-year Lease agreement (the "Agreement"), for 4,141 of first floor level space located at 195 McGregor Street, in a building known as "Mill West", Manchester NH (the "Premises") which was first entered into on April 13, 2004 by a previous owner of the Premises and approved by the Governor and Executive Council on May 5, 2004 item #56A, 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;

Whereas, the Landlord acquired ownership of the Premises effective December 19, 2007 from the previous owner which was Brady Sullivan Properties, 670 N. Commercial Street, Suite 303, Manchester, NH 03101, which acquired ownership of the Premises effective March 5, 2007 from the original owner, which was Nyane Associates Limited Partnership, 330 Bedford Street, Manchester, NH 03101, and;

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

Whereas the Tenant will need up to twelve (12) months to complete such process, and the Agreement expires well in advance of the Tenant's anticipated date of completion of its RFP process; and;

Whereas amendment of the current Agreement to extend the term of the Agreement is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while the Tenant's RFP process is concluded;

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

Amendment of Agreement:

1. AMENDED Term:

The expiration date of the current Agreement, which heretofore was September 14, 2014, is hereby extended to terminate twelve (12) months thereafter, on September 14, 2015, subject to early termination on the terms hereinafter set forth. The period from September 14, 2014 to September 14, 2015 is hereinafter called the "Amended Term."

Initials: DSK
Date: 8.19.14

A) If the Parties hereto agree to enter into a lease replacing the Agreement but covering the same physical premises as the Agreement, and provided that such lease is fully executed and authorized by the State of New Hampshire's Governor and Executive Council prior to the expiration of the Amended Term of the Agreement, the Agreement (including this Amendment) shall terminate upon the date prior to the end of the Amended Term as is set forth in the new lease for commencement of occupancy by Tenant thereunder, and the terms of the Agreement as amended hereby shall be replaced by the terms and conditions of such new lease upon that date.

B) If the Parties hereto agree to enter into a lease replacing this Agreement but such lease is not fully executed and authorized by the State of New Hampshire's Governor and Executive Council prior to the expiration of Amended Term, the Tenant and Landlord agree to an additional amended term of six months upon the same terms and conditions described herein.

C) After the initial Six (6) months of the Amended Term the Tenant shall have the right to early termination of the Term; in such instance the Landlord shall be served no less than thirty (30) days advance written notice of Tenant's decision and will provide for rental payments for a period of no less than 30 days ending on the 15th of the subsequent month (i.e., no pro ration of monthly rent for final month) In the instance of early termination the final monthly rental payment due to the Landlord shall be paid when due and shall include no partial month.

2. Adjustment of Rent: During the Amended Term, the Tenant agrees to pay an increased rent of \$82,824 (approximately \$20.00 per square foot) annually. Said rent shall be payable in advance, in equal monthly installments of \$6,902 monthly, due on the fifteenth day of each month during the term. The first monthly installment shall be due and payable on September 15, 2014. The total amount of rent to be paid under the terms of this Amendment shall not exceed twelve (12) months of rent at said rate, which totals \$82,824.

3. EFFECTIVE DATE OF THE AMENDMENT: This Amendment shall be effective upon approval by the Governor and Executive Council of the State of New Hampshire, such approval shall be obtained on or before October 1st, 2014. In the event such approval is retroactively granted, occurring after the current Agreement terminates on September 15, 2014, any monthly rental payments due in arrears shall be made by the Tenant within thirty (30) days, with regular monthly rental payments continuing thereafter. If approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

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

Initials: JK
Date: 8.19.14

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above.

TENANT: State of New Hampshire Department of Education

Date: 8/27/14

By Virginia M. Barry

LANDLORD: The Maestro Fund III-Bel Canto, LLC

Date: 8.19.14

By Katherine Williams Kane
Katherine Williams Kane, Manager

Acknowledgement: State of New Hampshire; County of Rockingham.
On (date) 8/19/14, before the undersigned officer, personally appeared Katherine Williams Kane, who satisfactorily proved to be the person executing this instrument on behalf of the landlord identified above, as the manager of the Maestro Fund III Bel Canto, LLC, and she personally executed this document.

Signature of Notary Public or Justice of the Peace: DMoore

Commission expires: May 23, 2017 Seal:

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

Deborah Moore



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

By: [Signature] Assistant Attorney General, on 9/4/14

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

Initials: DKK
Date: 8.19.14

STATE OF NEW HAMPSHIRE

I, Katherine W. Kane, as Manager of The Maestro Fund III: Bel Canto, LLC
am authorized to enter into a contract with the State of New Hampshire on behalf
of The Maestro Fund III: Bel Canto, LLC..

In witness whereof, I have set my hand as the Manager of Maestro Fund III:
Bel Canto, LLC this 19th day of August 2014.



Manager

State of New Hampshire

County of Hillsborough

On August 19^h 2014, before the undersigned officer personally appeared
the person identified in the foregoing certification know to me (or satisfactorily
proven) to be the owner of the business in the foregoing certificate and
acknowledged that he executed the foregoing certificate.

In witness whereof, I set my hand and official seal.



Notary Public/Justice of the Peace

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 8.19.14

Company Name: The Maestro Fund III: Bal Gato LLC
Address: Po Box 465
Bedford, NH 03802

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed _____

Authorized Signor's Signature [Signature]

Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Rockingham STATE: NH ZIP: 03801

On the 19 day of August, 2014, personally appeared before me, the above named Katherine W Kane in his/her capacity as authorized representative of Maestro Fund known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires: May 23, 2017 (Date)



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 The Maestro Fund III - Bel Canto, LLC is a New Hampshire limited liability company formed on September 13, 2007. 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 15th day of August, A.D. 2014

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

William M. Gardner
Secretary of State

Approved by USC
MAY 5 2004
56A

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: April 28, 2004

SUBJECT: Attached Lease;
Approval respectfully requested.

TO: His Excellency, Governor Craig R. Benson
and the Honorable Council
State House

LESSEE: Department of Education, 101 Pleasant Street, Concord, NH 03301.

LESSOR: Nyane Associates Limited Partnership, 330 Bedford Street, Manchester, NH 03101.

DESCRIPTION: New Lease. Approval of the enclosed contract will provide a new, long term "Adult Rehabilitation" office for the City of Manchester comprised of 4,141 gross square feet, to be located at: Mill West Corp. Center, 195 McGregor Street, 1st floor, Manchester NH. The new location shall be renovated to Educations specifications; therefore occupancy (and payment of rent) shall be delayed until all renovations are complete, scheduled as Sept. 15, 2004. This new location provides the opportunity for Dept. of Education to share common facilities-- rest rooms, utility entrances, conference room & break room -- with the Dept. of Health & Human Services, (also requesting approval for relocation to this facility) while providing the public with one convenient location for State services. Relocation of both agencies is necessitated by the current Landlord's intention to deny any renewal request, with the intent of redeveloping the current site this fall.

TERM: Ten (10) years & 4 months, commencing May 5, 2004 ending September 14, 2014. Occupancy, and therefore rental payments, shall be delayed however until completion of construction, scheduled as September 15, 2004. This request for a "term greater than five years" was reviewed and approved by the "Long Range Capital Planning and Utilization Committee" on April 27, 2004, as required by RSA 4-39-b.

OPTIONS: There are no options for extension of term.

ANNUAL RENT:

YEAR	TERM	ANNUAL COST	APPROX. COST PER SQ. FT
1	9/15/2004 - 9/14/2005	\$53,833.08	\$13.00
2	9/15/2005 - 9/14/2006	\$55,488.00	\$13.40
3	9/15/2006 - 9/14/2007	\$57,111.00	\$13.79
4	9/15/2007 - 9/14/2008	\$58,825.08	\$14.21
5	9/15/2008 - 9/14/2009	\$60,589.92	\$14.63
6	9/15/2009 - 9/14/2010	\$62,407.08	\$15.07
7	9/15/2010 - 9/14/2011	\$64,279.08	\$15.52
8	9/15/2011 - 9/14/2012	\$66,207.96	\$15.98
9	9/15/2012 - 9/14/2013	\$68,194.08	\$16.47
10	9/15/2013 - 9/14/2014	\$70,239.96	\$16.96
		\$617,175.24	

P 331, 328, 16

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

Synopsis continued:

JANITORIAL: Included in annual rent
UTILITIES: Included in annual rent.
ESCALATION: See fixed schedule of increases in "Annual Rent" above.

ESTIMATED TOTAL COST OF (10 year) LEASE TERM: \$617,175.24

PUBLIC NOTICE: Complied with all requirements. Two viable proposals were received, the most cost effective was "Mill West" as represented by the enclosed contract.

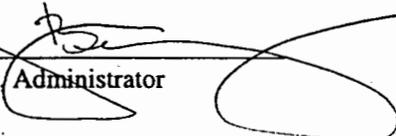
CLEAN AIR PROVISIONS: The proposed premises shall test for and comply all requirements promulgated under RSA 10:B "Clean Air in Indoor Office Space". Temporary waiver is requested however, of provisions requiring "certification" of compliance prior to occupancy, for although the space will be tested after completion of construction and prior to occupancy, delaying said occupancy until such time the space can be administratively "certified" presents a great hardship, potentially delaying occupancy for a substantial, unknown period of time. As per contractual agreement (Exhibit D part II) the Landlord is responsible for all testing costs, remedy of any "deficiencies" which may be revealed by the testing, and obtaining official "certification of compliance".

BARRIER-FREE DESIGN COMMITTEE: Conditional approval given. The "conditions" for approval – that all renovations are made in a manner that provides full accessibility – have been included within the contractual obligations of the Landlord.

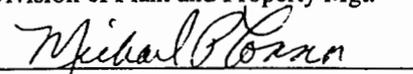
OTHER: Approval of the enclosed contract is recommended.

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


Mary Belec, Administrator

Approved for submission to G. & C. by:
Division of Plant and Property Mgt.


Michael Connor, Director

Nicholas Donohue
COMMISSIONER
Tel. 271-3144



STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
State Office Park South
101 Pleasant Street
Concord, N.H. 03301
FAX 271-1953

TDD Access: Relay NH 1-800-735-2964
Dept. of Education Citizens Service Line 1-800-339-9900
Vocational Rehabilitation Client Services 1-800-299-1647

April 15, 2004

His Excellency, Governor Craig Benson
And The Honorable Council
State House
Concord NH 03301

REQUESTED ACTION

Authorize the Department of Education, Division of Adult Learning and Rehabilitation, to enter into a lease agreement with Nyane Associates Limited Partnership, 300 Bedford Street, Manchester NH (vendor code 120741) for a ten-year and four month term commencing May 5, 2004 and ending September 14, 2014. Occupancy of the premises and commencement of rental payments shall be four months thereafter, Sept. 15, 2004, after completion of all specified renovations. The total cost of the lease is \$617,175.24, and the annual cost for the first year is \$53,833.08 which is \$13.00 per square foot. The space is comprised of 4,141 gross square feet of space located on the first floor of "Mill West Corporate Center", 195 McGregor Street, Manchester NH.

Authorize temporary waiver of RSA 10:B "Clean Indoor Air in State Buildings". The premises shall be tested for "clean air" compliance after the completion of all renovations and prior to occupancy; however delaying occupancy until after "certification of compliance" imposes a hardship due to the potential for substantial time delays. In accordance with the lease contract herein, the Landlord shall obtain "certification of compliance" with "Clean Air" standards after any potential deficiencies revealed by testing are remedied at the Landlord's sole expense.

Funding for this lease is available according to Attachment A

EXPLANATION

The current lease for Education's Manchester office expires December 31, 2005, however the premises are schedule for demolition and redevelopment in the early part of September 2004. The current Landlord has offered Education two options: either be relocated to a temporary new location of the Landlords choosing for the balance of the term or be evicted thereafter, or the option of finding a new location of their own

His Excellency, Governor Craig Benson
And The Honorable Council
April 15, 2004
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choosing for long term relocation, released from their current lease contract early in order to facilitate the move. In order to avoid the duplicated costs and inefficiencies inherent in making a "temporary" move plus a "long term" move within one year, Education has decided to pursue a permanent relocation of this office by September 15, 2004.

In answer to initiatives from the Governors office, the Department of Administrative Services intervened in the search for new leased space in order to represent the State's interest in pursuing a new location that would accommodate both the Dept. of Education, and the Department of Health and Human Services Manchester office, which faces eviction from their current location at the end of their lease term, August 31, 2004. Collocation of the two agencies will reduce redundancies in provision of telecommunications and facility services, thereby achieving overall greater efficiency and providing centralized services to the public.

As required by Administrative rule ADM 610.04, a "Request for Proposal" for approximately 29,000 to 30,800 square feet of leased space (the approx. total of both agencies combined space needs) was posted in the Manchester Union Leaders "Public Notice" section on 12/8/03 and 12/15/03. The notice was also posted concurrently on the Department of Administrative Service's Bureau of Planning and Management's WEB site, which provides a statewide listing of all lease RFP's.

Three letters of interest were received in response to the RFP, the interested parties where:

- Nyane Associates Limited Partnership, offering 33,724 gross square feet of space located on the 1st floor of Mill West, 195 McGregor Street, Manchester NH.
- 670 LLC offering 34,488 gross square feet of space on the 2nd floor of Jefferson Mill, 670 North Commercial Street, Manchester NH
- Tower Realty Group, offering 31,224 square feet of space on the retail mall level of 1000 Elm Street, Manchester NH.

All three parties where contacted, the proposed properties and sites reviewed, and preliminary architectural drawings and specifications generated for each facility (by the State) in order to provide each party with the information needed for submitting a firm price proposal to the State. Of the initial three letters of interest, only two resulted in subsequent viable proposals, for 670 LLC failed to provide required details regarding their proposed manner of providing parking, and their proposed manner of providing barrier-free access for the facility.

His Excellency, Governor Craig Benson
And The Honorable Council
April 15, 2004
Page Three

Both of the two viable proposals received provided parking, interior layouts and barrier-free access in compliance with the State's requirements, therefore the less expensive of the two proposals, the offering from Nyane Associates Limited Partnership for the Mill West building, was selected.

The lease for the Department of Education is for 4,141 square feet of space at \$13.00 per square foot year one, with approx. 2.5% increases per year thereafter, for a total of 10 years at \$617,175.24. The lease is structured to be payable as a gross lease, inclusive of heat, electricity, real estate taxes, janitorial services and common area maintenance. The lease rate also includes provision of all renovations and improvements to the premises (specified in the lease contract), which shall be initiated after approval by the Governor and Executive Council, and ready for occupancy by September 15, 2004, the date scheduled for the commencement of the rental payment term.

Waiver is requested of a provision within RSA 10:B "Clean Air Indoor Air in State Buildings" which requires "Certification" of "Clean Air" compliance prior to occupancy. Testing for "Clean air" compliance as defined by the State of NH Division of Public health rules He-P 1804.01 through He-P 1804.05 shall be performed after the completion of all renovations, and prior to Tenant occupancy. The time required for administrative processing of testing results, and the potential of those results to show need for some manner of "remedy", may however cause substantial delay in obtaining "Certification", which poses a "hardship" to occupying the premises by Sept. 15, 2004. Waiver of "Certification" prior to occupancy does not negate contractual assurance that the premise shall receive such certification, for in accordance with Exhibit D part II of the lease herein, the Landlord bears the sole cost of initial and potential re-testing, remedy of any air quality deficiencies revealed by testing, and obtaining "certification of compliance" from the Division of Public Health.

In accordance with RSA 4:39-b, waiver of the 5 year term limitation was reviewed and approved by the State of New Hampshire "Long Range Capitol Planning and Utilization Committee" .

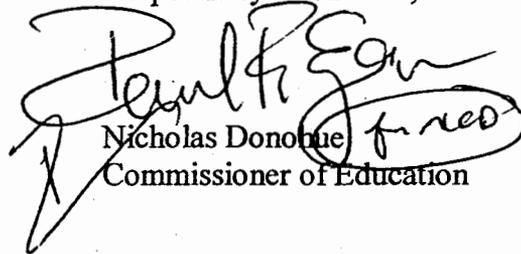
As part of this lease agreement, a special provision (In Exhibit E) will allow the Department to request minor alterations, renovations and modifications to be made by the Landlord throughout the term at the Department's expense (not to exceed \$5,000 per year) without amending the amount of this contract.

His Excellency, Governor Craig Benson
And The Honorable Council
April 15, 2004
Page Four

Approval of the lease will allow the Department to continue to provide services to the citizens in the Manchester NH area in efficient, uninterrupted manner.

Funding for this request is General Funds 25 % and Federal Funds 75% by cost allocation across programs.

Respectfully Submitted,



Nicholas Donohue
Commissioner of Education

for rec

G:\gnc\MRO\lease05



LRCP 04-007

MICHAEL L. BUCKLEY, CPA
Legislative Budget Assistant
(603) 271-3161

JEFFRY A. PATTISON
Deputy Legislative Budget Assistant
(603) 271-3161

State of New Hampshire

OFFICE OF LEGISLATIVE BUDGET ASSISTANT
State House, Room 102
Concord, New Hampshire 03301

CATHERINE A. PROVENCHER, CPA
Director, Audit Division
(603) 271-2785

April 27, 2004

Donald S. Hill, Commissioner
Department of Administrative Services
State House Annex, Room 120
Concord, New Hampshire 03301

Dear Commissioner Hill,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-b, via a poll of the members, on April 27, 2004 approved the request from Department of Administrative Services to authorize the Department of Administrative Services, on behalf of the Departments of Education and Health and Human Services to enter into two lease agreements with Nyane Associates Limited Partnership for a 10-year and four months term, commencing May 5, 2004 and ending September 14, 2014, as specified in your letter dated April 19, 2004 and attachments.

Sincerely,


Michael L. Buckley, CPA
Legislative Budget Assistant

MLB/car
Attachments

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

1. Parties to the Lease:

This indenture of Lease is made this _____ day of _____, by the following parties:

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

Name: Nyane Associates Limited Partnership 195 McGregor Street, LLC

(if corporation, give full corporate name)

State of Incorporation: State of New Hampshire

(if applicable)

Business Address: Nyane Associates Limited Partnership, 300 Bedford Street,

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

Manchester NH 03101 (603) 627 - 1100
City State Zip Telephone number

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

Department Name: Department of Education,

Address: 101 Pleasant Street

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

Concord NH 03301 (603) 271-3471
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: Mill West Corporate Center, 195 McGregor Street, 1st floor *Suite 120*
(street address, building name, floor on which the space is located, and unit/suite # of space)

Manchester NH 03101
City State Zip

The demise of the premises consists of: 4,141 gross square feet. (give square footage of the leased space, and attach a floor plan as "Exhibit A")

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

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

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of 10 years & 4 months, commencing on the 5th day of May, in the year 2004, and ending on the 14th day of September, in the year 2014, unless sooner terminated in accordance with the Provisions hereof.

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

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3.2.1 Delay in Occupancy, Commencement Date Extensions: SELECTED

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

If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for the performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as Approx. 4 months, with an occupancy (therefore commencement of rent) date of Sept 15, 2004, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. The date for termination of the term shall be extended for the same number of days as set forth herein. If the premises are not completed and available for full occupancy by the Tenant after the number of days has passed, the Tenant shall exercise options for remedy contained under the provisions herein.

3.3 Extension of Term: The Tenant shall have the option to extend the Term for *(insert text)* NO

Additional term(s) of 0 year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

3.4 Conditions on the Commencement and Extension of Term:

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

4. Rent, Additional Rent:

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

4.2 Additional Rent: *(optional escalation, applicable only if the selection box is marked)* **SELECTED**

The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

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

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

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

Handwritten signatures and dates:
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4/13/04

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

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

5. Conditional Obligation of the State:

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

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

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

OR:

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

Utilities and maintenance items not included in the statement selected above shall be defined as the following:

(document the utilities not to be provided in the space below, or further define in Exhibit E) The Landlord shall be responsible for the provision of all utilities to the Premises. The Tenant shall however, be responsible for direct payment of their own telecommunications and data services bills.

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

Handwritten initials/signature

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

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of (*write in the intended use of the leased premise in the space provided*) Provision of the Dept. of Education's vocational rehabilitation and adult education services to the Manchester community.
and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. **Maintenance and Repair:**

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

SEE EXHIBIT E

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

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

Janitorial Services shall be the Tenant's responsibility.

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

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

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

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

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

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

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

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

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

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

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

10.2.1 Extension of Time for Completion: If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) 5 days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) 20 days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

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

- A. Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B. Occupancy of Premises "As is":** Occupy the Premises in its current condition, in which event the rent hereunder shall be decreased by the proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C. Completion of Improvements by Tenant:** Complete the improvements at its' own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D. Delay Occupancy:** In accordance with paragraph 3.2 herein.

Handwritten signature

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

~~12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant. See Exhibit E, SPECIAL PROVISIONS, for amended text for section 12. Signs.~~

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

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

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

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

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

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

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

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2/23/04

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

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

17. Fire, Casualty and Eminent Domain: Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:

17.1 Landlord's Failure to Provide: The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:

17.2 Landlord's Failure to Repair: The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

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

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

18.1.1. Tenant's Failure to Pay Rent: The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:

18.1.2. Tenant's Breach of Covenants, etc.: The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such five 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.

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12/23/04

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

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3/29/04

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 Education, 101 Pleasant Street,
Concord NH

Authorized by: (give full name and title) [Signature]
[Signature], Commissioner

LANDLORD: (give name of either the corporation or the individual) Nyane Associates Limited Partnership
195 McGregor Street, LLC General Partner [Signature]

Authorized by: (give full name and title) Arnold J. Cohen
General Partner, Arnold Cohen, Manager

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

OF: New Hampshire COUNTY OF: Hillsborough
UPON THIS DATE (insert full date) March 23, 2004, appeared before
me (print full name of notary) Anna Reddington the undersigned officer personally
appeared (insert Landlord's signature) Arnold J. Cohen
who acknowledged him/herself to be (print officer's title and the name of the corporation)
ARNOLD J. COHEN, NYANE ASS. L.P. 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)

Anna Reddington

ANNA REDDINGTON, Notary Public
My Commission Expires May 9, 2005

APPROVALS:

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

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

Approval date: April 6, 2004

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: 5/05/04

Signature of the Deputy Secretary of State: [Signature]

DEPUTY SECRETARY OF STATE

AC
3/23/04

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

EXHIBIT A

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

See attached plans, titled:

- Exhibit A: Demise of Premises for Dept. of Education, Adult Learning & Rehabilitation; and
- Exhibit A Part II: Schematic Parking Plan, State of NH Reserved Spaces at Mill West, Manchester NH. This plan depicts parking lot areas designated for State of New Hampshire use.

AE
2/23/04

INSIDE DOTTED LINE:
VOC. REHAB SPACE

EMERGENCY EXIT

UNRENTED SPACE

VOC. REHAB SPACE

DHHS SPACE

WOMEN
MEN

WOMEN
MEN
FR

VR & DHHS SHARED
CONF. ROOM

VR & DHHS SHARED
BREAK ROOM

VOC. REHAB ENTRY

EXHIBIT A:
DEMISE OF PREMISES FOR:
ADULT LEARNING & REHABILITATION
USABLE SPACE: 3,500, % OF SHARED TENANT SPACE: 265
ADJUSTED USABLE 3,765 + 10% C.A.M. = 4,141 RENTABLE SQUARE FEET

VOC. REHAB EXTERIOR ENTRANCE
"CENTER TOWER" OF BUILDING.



HATCHED AREA DEPICTS SPACE TO
BE SHARED WITH ADJACENT
TENANT, STATE OF NH DEPT. OF
HEALTH & HUMAN SERVICES

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2/23/04

EXHIBIT B

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

During the Term hereof, the Tenant shall pay the Landlord annual rent as set forth in the following rental schedule. Rent shall be paid in advance at the Landlord's address set forth in section 1 above, in equal monthly installments as documented below. Subject to the terms and conditions herein, the first such installment to be due and payable on: September 15, 2004. The cost per square foot is derived from the annual rent divided by the rentable/gross lease of 4,141 square feet.

SCHEDULE OF ANNUAL RENT

YEAR	TERM	MONTHLY COST	ANNUAL COST	APPROX. COST PER SQ. FT
1	9/15/2004 – 9/14/2005	\$4,486.09	\$53,833.08	\$13.00
2	9/15/2005 – 9/14/2006	\$4,624.00	\$55,488.00	\$13.40
3	9/15/2006 – 9/14/2007	\$4,759.25	\$57,111.00	\$13.79
4	9/15/2007 – 9/14/2008	\$4,902.09	\$58,825.08	\$14.21
5	9/15/2008 – 9/14/2009	\$5,049.16	\$60,589.92	\$14.63
6	9/15/2009 – 9/14/2010	\$5,200.59	\$62,407.08	\$15.07
7	9/15/2010 – 9/14/2011	\$5,356.59	\$64,279.08	\$15.52
8	9/15/2011 – 9/14/2012	\$5,517.33	\$66,207.96	\$15.98
9	9/15/2012 – 9/14/2013	\$5,682.84	\$68,194.08	\$16.47
10	9/15/2013 – 9/14/2014	\$5,853.33	\$70,239.96	\$16.96
		10 YEAR TOTAL:	\$617,175.24	


4/15/04


4/15/04

EXHIBIT C

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

✓ The Landlord shall provide janitorial services to all areas of the leased premises. These services shall be as follows:

STATEMENT OF WORK

- 1-01. **SCOPE:** These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. **DESCRIPTION OF WORK:** The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. **HOURS OF SERVICE:** All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. **DEFINITIONS OF SERVICES:**
- A. **Sweeping** - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. **Damp-Mopping** - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. **Buffing** - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. **Floor Scrubbing** - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - E. **Floor-Dry-Cleaning** - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
 - F. **Floor Stripping** - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. **Primary Floor Finishing** - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - H. **Touch-Up of Floor Surfaces** - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.
 - I. **High Dusting** - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six foot reach from floor, with hand dusters or vacuum cleaner.
 - J. **Resilient Floor Coverings** - Includes linoleum - plastic asphalt, wood flooring, rubber and cork.

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1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

A. Major Items of Supplies:

Detergent, General Purpose

Soap, toilet (Floating White)

Soap, toilet, powder - Plain and with Borax

Sweeping Compound

Polish - Metal

Wax, Floor, Water Emulsion - or State approved substitute

Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.

Waste Container Liners (plastic)

Remover, Water Emulsion Type Floor Wax

✓ B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.

C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

A. Safeguarding by building standard lockset shall be provided, providing the storage area is used exclusively by the LANDLORD.

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Tenant to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD'S work will be made by the Tenant's Manager of Administration or his/her Representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

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1-10. DEFECTIVE WORK AND DAMAGES: The Tenant will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies. The LANDLORD will place, in satisfactory condition, all defective/insufficient work and damages rendered thereby, or any other damages incurred. Upon failure of LANDLORD to proceed immediately with corrections, the Tenant may withhold any amount necessary to correct all defective/insufficient work or damages from payments due or to become due to the LANDLORD.

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

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

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

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

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

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

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

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

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

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

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

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

✓ A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and staff partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

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

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile wood and concrete floors. All resilient floors shall be buffed. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD). Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

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P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

✓ T. Burned-Out Lights - Incandescent and fluorescent lamps will be furnished and replaced by the LANDLORD.

U. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.

1-13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.

1-14. LOST, FOUND OR MISSING ARTICLES: The LANDLORD will be responsible in the event of theft of State property or personal property by his employees. All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Tenant's Manager of Administration.

✓ 1-15. SNOW AND ICE REMOVAL: It shall be the responsibility of the Landlord to make certain that all sidewalks, entrances, roadways and parking areas are kept free of refuse, snow and ice at all times. See **section 8. Maintenance and Repair: Maintenance by the Landlord** herein for further requirements.

✓ 1-16. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap (specifically, Citrus Magic) and sanitary napkins.

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Exhibit C, janitorial Services continued
Frequencies of Services to be performed by the Landlord

<u>SERVICES</u>	<u>DAILY</u>	<u>WEEKLY</u>	<u>MONTHLY</u>	<u>QUARTERLY</u>	<u>SEMI-ANNUAL</u>	<u>ANNUAL</u>
FLOORS (RESILIENT)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff		X				
Strip & re wax main corridors & public areas				X		
Scrub & apply one coat of wax			X			
WALLS						
Clean						X
Spot clean (as required)	X					
Dust (including piping ducts, etc.)				X		
WOODWORK & DOORS						
Clean						X
Spot clean doors, trim, folding doors etc. as required	X					
Dust			X			
LIGHT FIXTURES						
Dust			X			
Damp Wipe				X		
Burned-out lights; replace as necessary	X					
DRINKING FOUNTAINS						
Clean	X					
DUST HORIZONTAL SURFACES OF ALL FIXTURES, LEDGES, MILLWORK, DOORS, ETC.			X			
WASTE RECEPTACLES						
Empty	X					
Wash				X		
MAT CLEANING	X					
EXTERIOR DOORS						
Glass cleaning		X				
METAL CLEANING & POLISH (AS REQUIRED)						
HIGH DUSTING				X		
TOILETS						
Clean water closets	X					
Clean Urinals	X					
Clean wash basins	X					

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Toilets continued:						
Dispensers, fill & clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
VACUUM CARPETS (SPOT CLEAN)	X					
VACUUM CARPETS		X				
WINDOW CLEANING EXTERIOR & INTERIOR						X
Removal & replacement of window screens as necessary						
WIDOW COVERING						
Clean					X	
SHAMPOO CARPET WITH POWER BRUSH				X		

Handwritten signature and date: 2/23/04

EXHIBIT D

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

Part I

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

The Landlord (at the landlord's sole expense) shall provide all renovations documented herein as Exhibit D part III "Improvements to the premises". The renovations specified within "Improvements to the premises" include all renovations necessary to bring the existing building and site, as well as newly renovated spaces, into full compliance with the State of New Hampshire Architectural Barrier-Free Design Code.

Part II

Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "certificate of compliance") or shall be attained as follows:

The Landlord and Tenant hereby agree that "Clean Air" testing, defined by "The State of NH Division of Public Health" rules He-P 1804.01 through He-P 1804.05, will be performed at the premises after lease inception and the completion of any and all renovations.

After the completion of all renovations, but prior to the Tenant's occupancy, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Public Health" criteria of professional accreditation) to complete the required State of New Hampshire "Clean Air" test, adhering to the protocol described in the attached three documents "Check off List for RSA 10:B Requirements", "RSA 10-B Testing Procedures," and "RSA 10-B Procedure". In accordance with these document and the rules set forth in "Public Health" Administrative Rules section He-P 1804, the landlord shall submit notarized air testing results to the "State of New Hampshire Dept. of Health and Human Services Division of Public Health", for their review and certification of compliance. After reviewing the testing results "Public Health" will either issue a "certificate of compliance" to the Landlord, or send a letter outlining the areas of non-compliance. The Landlord shall consult with "Public Health" and the testing lab that performed the initial test for their recommendation of how to remedy any deficiencies. The Landlord shall (at his 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 five (5) months. 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 Public Health for their review and recommendations or issuance of their "Certificate of Compliance".

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

See attached documents herein, titled:

1. Text specifications, titled: Department of Administrative Services "Exhibit D part III: Improvements to "Mill West" Manchester NH, Revised January 20, 2004
2. Architectural Floor plan titled: INTERIOR LAYOUT FOR STATE OF NH DHHS & VOC. REHAB, DWG #1 FINISH, DOOR & PARTITION PLAN FOR MILL WEST, MANCHESTER NH
3. Architectural Floor plan titled: INTERIOR LAYOUT FOR STATE OF NH DHHS & VOC. REHAB, DWG #2 ELECTRICAL & DATA PLAN FOR MILL WEST, MANCHESTER NH

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

The Tenant shall use any recycling services that are economical feasible and become readily available during the term.

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2/23/04

EXHIBIT D PART III: IMPROVEMENTS TO "MILL WEST" MANCHESTER NH,

(THE PREMISES)

**STATE OF NH ARCHITECTURAL SPECIFICATIONS FOR:
DEPT. OF HEALTH AND HUMAN SERVICES, AND
DEPT. OF EDUCATION, VOCATIONAL REHABILITATION**

1. GENERAL PROVISIONS:

1.1. Basic Definitions

- 1.1.1. The Build-out Documents (Documents) consist of the Lease, Architectural Drawings, the Specifications herein, and any other documents specified within the Lease.
 - 1.1.1.1. A Modification is (1) a written amendment to the Documents signed by both parties,
- 1.1.2. The Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.
- 1.1.3. The "Landlord" shall mean either the contractual Landlord or his authorized designated agents or assignees.
- 1.1.4. The "Tenant" shall mean the State of New Hampshire Department leasing space from the Landlord. The abbreviated designation for the two Tenants shall be: "HHS", meaning the Department of Health and Human Services; and "VocRehab" meaning the Department of Education's Division of Vocational Rehabilitation.
- 1.1.5. The Drawings are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.
- 1.1.6. The following Specifications are that portion of the Documents consisting of the Tenant's written minimal acceptable requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.

1.2. Correlation and Intent of the Documents:

- 1.2.1. The intent of the Documents is to depict all programmatic needs and items necessary for the proper execution and completion of the Work. The Documents are complementary, what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.
- 1.2.2. Although the Documents specify the Tenant's Design Intent, they are NOT construction drawings, nor have they been reviewed and stamped by a State of New Hampshire licensed Architect, as required by State of New Hampshire RSA 310-A:52 (preparation of drawings and specifications for... structures over 2 ½ stories and greater than 4,000 square feet...). It is the Landlord's responsibility to submit the Documents to a Licensed architect for official review, and stamp. Any alterations to the Documents the Landlords Architect deems necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work. The Landlord shall require the Architect under his employ to review any alteration to the Documents with the Tenant, making them available in digital AutoCAD "dwg" format.

1.2.3. The Landlord shall also be responsible for providing a licensed mechanical and licensed electrical engineer who shall incorporate the design intent of the documents (as set forth herein) into complete electrical and mechanical specifications and plans for provision of the Work depicted herein. The Landlord shall require his engineers to review any proposed deviation from the Documents with the Tenant prior to proceeding with construction. The completed plans and specifications shall be in full compliance with all applicable codes and have been submitted for review to all authorities having jurisdiction.

2. General Provisions:

- 2.1. Permits and Testing: The Landlord shall be solely responsible for applying for and obtaining all required permits and tests. All design and work shall be in full compliance with all applicable codes. The cost of all permits and testing shall be borne solely by the Landlord.
- 2.2. The Landlord shall be responsible for submitting his stamped architectural Documents to the municipality or party of governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.
- 2.3. The cost of any changes, modifications or additions to the existing fire suppression and notification system shall be solely the Landlord's responsibility.
- 2.4. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous material prior to construction. The Landlord shall provide notifications of all Hazardous material and proposed remediation to the Tenant. All materials shall be handled in accordance with the requirements of the authorities having jurisdiction. The Landlord shall also be responsible to provide HHS with a certified Affidavit of Environmental Conditions statement.
- 2.5. The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.
- 2.6. The Landlord shall be required to carefully study and compare the drawings and specifications, shall take field measurements of any existing conditions relating to the Work, and shall observe and become familiar with any and all conditions at the site affecting the Work. Any existing site condition that is in conflict with the Documents shall be brought to the Tenant's attention as soon as possible, in order to expedite finding a mutually agreeable manner of resolving the conflict.
- 2.7. Prior to commencing construction, field verify all dimensions with the Tenants.
- 2.8. Shop drawings of millwork, product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the Documents herein prior to submission for Tenant review. The Tenant shall expedite all review, taking no more than 5 workdays to accept or reject a submittal.
- 2.9. MSDS (Material Safety Sheets)
 - 2.9.1. The Landlord shall submit required MSDS sheets for ANY and ALL materials introduced to the site via the construction process to the Tenants. The delivery of the MSDS sheets shall be made to the Tenants prior to the use of the products at the site. This will enable them to review the submittals for possible adverse health risks associated with the products.
 - 2.9.2. At the time of occupancy the Landlord shall provide the Tenants with MSDS for all products incorporated into the Work. This submittals shall be provided in duplicate form.
- 2.10. Prior to occupancy the Tenants shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, State of New Hampshire RSA 10-B "Certification of Compliance" (or proof of proper application for Certification) and elevator inspections certificates.

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4/23/11

- 2.11. Specifications: The specifications herein define the Tenant's minimum requirements for performance of the Work. The Tenant shall consider equivalent alternate specifications proposed by the Landlord, however, they reserve the right of acceptance and / or rejection. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the documents. Submittals shall specify any deviations from the products and/or systems specified herein. If the Tenant rejects proposed alternates, the Landlord shall provide the specified product and / or system.
- 2.12. Materials & Finishes: With respect to the build-out of the interior space, unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space.
- 2.13. The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Cut existing construction using methods least likely to damage elements retained or adjoining construction. Patch with durable seams that are invisible as possible. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.

3. **Gypsum Wallboard - Wall Standards and Systems:**

3.1. The landlord shall consult and comply with the authority having jurisdiction regarding the provision of structural elements and fire ratings for any and all gypsum wallboard construction.

3.2. Gypsum Wallboard - Standards:

- 3.2.1. All gypsum board partition types shall be standard 5/8" material, unless otherwise noted or as required for compliance with fire rating standards set by the authority having jurisdiction. All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.
- 3.2.2. Metal Studs @ Receptionist Wall: 20 gauge (min.) (at area to support bullet resistive materials)
- 3.2.3. Metal Studs @ all other: 25 gauge (min.)
- 3.2.4. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.
- 3.2.5. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at each jamb, extend double-jamb-studs continuously and attach to the underside of the structure above.

3.3. Type I – Tenant Demising or Acoustical Control Partitions

See attached plan for keyed wall types.

- 3.3.1. Type I: Gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above. Extend partition framing full height to floor/roof deck above ceilings. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
- 3.3.2. All Type I gypsum board partitions shall be installed with sound attenuation fiberglass bat insulation, providing 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

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- 3.4. Type 2- Tenant Security Partition, Bullet resistive; *See attached plan for keyed wall types*
- 3.4.1. Gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above. Extend partition framing full height to floor/roof deck above ceilings. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
- 3.4.2. Provide and install bullet resistive materials, concealed behind the front face of the Type 2 gypsum board partition. The bullet resistive material shall extend from the floor to 8' above the finished floor
- 3.4.2.1. Metal Studs @ Type 2 Wall: 20 gauge (min.) required in order to support bullet resistive materials
- 3.4.2.2. Bullet Resistive Fiberglass Opaque Armor Panels: Provide required quantity (4' X 8" sheets) to fully sheath receptionist's transaction/wall at HHS public lobby. All joints are to be staggered. Manufacturer: Insulgard - UL Level 3, NJ Type IIIA- Fiberglass fiberglass opaque armor (FG-300).
- 3.4.2.3. Bullet Resisting SV Transaction Windows: Quantity of 3 reception window are located in this type 2 wall, these windows shall be: Manufacturer; Insulgard - Level III -Model SV-3 (48" w X 42" h), with natural voice transmission and cash tray.
- 3.4.2.3.1. The transaction sill of the window shall be installed at a height of 35 3/4" from the finished floor. The Tenant wishes to field verify the rough installation prior to the installation of drywall
- 3.5. Type 3 – Standard Interior Partitions:
See attached plan for keyed wall types
- 3.5.1. Type 3 gypsum board partitions shall extend from the floor to a minimum of 8'-0" above finished floor. Continue framing above all doors, openings, frames and around any penetrations to provide support for gypsum board.
- 3.6. Type 4 – Low Standard Interior Partitions:
See attached plan for keyed wall types
- 3.6.1. Type 3 gypsum board partitions shall extend from the floor to approx. 4'-0" above finished floor.

4. Door Assemblies:

- 4.1. All interior and exterior doors shall be 3'-0" X 6'-8" unless otherwise noted. Minimum standards: Hollow metal doors @ 18 gauge; or 7 ply solid core wood door with paint grade finish.
- 4.2. Exterior doors shall be hollow metal with full flush styrene core insulation. See *Door Types and Schedule* for locations.
- 4.2.1. Exterior Door Assembly: Metal door with welded frame, including narrow light vision panel (approx. 4" X 21) with fire rated wire mesh.
- 4.2.2. Latch protectors to be provided at all exterior doors. All latch protectors shall be: Heavy duty steel, furnished with washers and vandal resistant fasteners. Latch protectors shall be a minimum size of 2 3/4" x 7", and shall completely cover strike plates.
- 4.2.3. Vandal Resistant Hinges: Non-removable pin (NRP) hinges shall be provided at all exterior doors. All exterior door hinges shall be heavy duty steel.
- 4.2.4. Exterior and Rated Electric Door Strikes: All Exterior doors shall be "controlled access" points, with electronic door strikes. ~~These strikes shall be Schlage -CM Series~~, heavy-duty commercial grade, 24 v DC continuous duty, mortise type.
- 4.2.4.1. Installation shall include supplying and installing all low voltage control wiring from electric strike to junction box above top edge of doorframe and 110v electrical supply for low voltage transformer(s). Transformer(s) supplied by others

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- 4.2.5. Exit Device "Panic" Hardware: Shall be *Schlage -Al series*.
- 4.3. Sound control doors: shall be hollow metal with full flush styrene core insulation
- 4.4. Interior Door locksets: Shall be *Schlage Al series* keyed cylindrical lever locksets for standard commercial use, rated for commercial grade 2 application.
- 4.5. Interior door Electric Door Strikes: Shall be *Schlage -AL Series*, 24 v DC continuous duty, standard cylindrical lockset. "Fail safe" and "Fail secure" to be coordinated by tenant. See *Door Schedule* for locations.
- 4.5.1. Installation shall include supplying and installing all low voltage control wiring from electric strike to junction box above top edge of doorframe and 110v electrical supply for low voltage transformer(s). Transformer(s) supplied by others
- 4.6. Programmable Locks: Schlage Electronics PRO series programmable lock. Mortise 1" "Autobolt" lock with standard lever set. Hardwire model, electronics on secure side of door.
- 4.7. Pilfer Alarms: Manufacturer shall be *Security Lock Distributors (DETEX Corp.) - Exit Alarms Model EA 2500S AC powered, surface mount exit alarm*. See *Typical Door Schedule* for approximate locations, types and quantities required. Override key to be coordinated with the building's keying program.
- 4.8. Electromagnetic Locks: Manufacturer (typical use: remote release of door by receptionist) shall be *Locknetics Security Engineering - Series 268 Surface Mounted POWERLOCK II*. See *Door Schedule* for locations, types and quantities required.
- 4.9. Hydraulic Overhead Door Closer Devices: Shall be *LCN Closers- 4040 "Super Smoothie"* series designed for intuitional and high traffic use. Use of "Reduced Force" opener from this series may be required in order to provide compliance with ADA max. push/pull effort of 5 lpf. Standard power coat finish. See *Door Types and Schedule* for locations.
- 4.9.1.1. Hydraulic overhead closers shall be installed where required by the applicable building and/or Life Safety Codes. Additional doors requiring closer devices are listed in the attached Door Types and Schedule below.
- 4.10. Push plate assist devices: To be installed on existing exterior & entrance vestibule doors. Provide and install swing door operator activated by push-button switches compliant with ANCI A117, ANSI A156.19 and ADA barrier-free requirements. Switches are required for both the ingress and egress operations.
- 4.11. Door Frames:
- 4.11.1. New Exterior and Rated Doors: Welded metal frame @ 16 gauge
- 4.11.2. Interior Doors w/ Electric Strikes: Knock down metal frame with full wood blocking @ 16 gauge
- 4.11.3. Interior Doors: Knock-down metal frame with full wood blocking @ 16 gauge
- 4.12. Lock Function, Definitions:
- 4.12.1. Storeroom: Outside lever fixed. Key only. Inside lever always unlocked.
- 4.12.2. Passage: Both levers always unlocked
- 4.12.3. Classroom Lock: Outside lever locked and unlocked by key. Inside always unlocked.
- 4.12.4. Privacy Lock: Push-button locking. Unlocked from outside by turning emergency turn-button
5. **Door and Hardware Schedule**: The following provides a schedule to be utilized throughout the leased premises *Note: All electric strike (24v/DC Continuous Duty) functionalities are not defined below. Access control and FACP monitoring/connection locations are not defined.*
- 5.1. Type A: Interior Door Assembly with narrow light vision panel (approx. 4" x 21") with standard passage hardware
- 5.1.1. Door #'s 9, 52, 71-91
- 5.2. Type B: Interior Door Assembly with narrow light vision panel (approx. 4" x 21") with storeroom hardware (reverse installation).
- 5.2.1. Door #'s 11, 92-110, 112

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- 5.3. Type C: Interior door assembly/narrow vision panel/closer/electric strike w/ remote release/panic bar -storeroom hardware
 - 5.3.1. Door # 69
- 5.4. Type D: Interior door assembly/narrow vision panel/closer/electric strike w/ remote release/storeroom hardware
 - 5.4.1. Door #'s 64, 65, 68
- 5.5. Type E: Interior door assembly/narrow vision panel/electric strike with 15 sec override/panic bar-storeroom hardware with AC Pilfer alarm. (DHHS' coordination w/ Manchester Fire Prevention is required to finalize special locking considerations.)
 - 5.5.1. Door # 113
- 5.6. Type F: Interior door assembly/narrow vision panel/closer/electric strike (cardkey reader location)/panic bar -storeroom hardware
 - 5.6.1. Door #'s 115, 116
- 5.7. Type G: Rated door assembly/narrow vision panel with mesh/closer/electric strike (cardkey reader location) /panic bar -storeroom hardware.
 - 5.7.1. Door #'s 35, 120
- 5.8. Type H: Interior door assembly/narrow vision panel/closer/electric strike (cardkey reader location)/storeroom hardware (reverse installation).
 - 5.8.1. Door #'s 54, 55, 62
- 5.9. Type I: Interior door assembly/electric strike (cardkey reader location)/storeroom hardware.
 - 5.9.1. Door # 39
- 5.10. Type J: Interior door assembly/closer/panic bar/Pilfer Alarm/no exterior hardware.
 - 5.10.1. Door # 70
- 5.11. Type K: Interior door assembly/narrow vision panel/overhead hydraulic door closer/electric strike w/ remote release. Provide Programmable Lock providing number punch access from "public/waiting area" side of the door. Exit device "panic" hardware on (egress) side.
 - 5.11.1. Door # 2
- 5.12. Type L: Interior door assembly/passage hardware
 - 5.12.1. Door #'s 5, 6, 8, 10-20, ~~23~~(not used), 30-33, 37, 38, 40-44, 51, 57-60, 117-119
- 5.13. Type M: Interior door assembly/closer/passage hardware.
 - 5.13.1. Door #'s 61
- 5.14. Type N: Interior door assembly/storeroom lockset hardware
 - 5.14.1. Door #'s 4, 7, 21, 50, 53, 114, 122, 127
- 5.15. Type O: Interior door assembly/privacy hardware
 - 5.15.1. #34
- 5.16. Type P: Bi-fold closet door, no lock set, flush (non-louvered) panel doors, paint grade.
 - 5.16.1. Door # 48, 22
- 5.17. Type Q: Rated 3'-6" wide door assembly, (see 4.2 for description) , top half glazed, vision panel with fire rated wire mesh. Provide overhead hydraulic door closer, push/pull type exterior hardware, panic bar for egress & mortise lockset
 - 5.17.1. Door # 1, 46
- 5.18. Type R: Rated door assembly with narrow light wire mesh vision panel, overhead hydraulic door closed, electronic release, with Programmable Lock providing number punch access from the "corridor side" side of the door. Provide exit device panic hardware to override punch key access, utilization of device to activate "Pilfer" audible alarm.
 - 5.18.1. Doors # 3, 24

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- 5.19. Type S: Interior accordion folding partition. Min. 8' high operable folding accordion partition to be provided installed in type I acoustical drywall partition in HHS Client Training Room I location shown. General specifications: center track supported; top hung; sections to be "X" type; surface material to be Type II Wall covering; door to be manually operated; The sound transmission coefficient (STC) rating shall be a minimum of 39; and the suggested manufacturer is "Hufcor Inc, series 3900". The color of the wall covering shall be selected by the Tenant from the manufacturers full line of standard (not premium) finish options.
- 5.19.1. Door # 127 (SEE ALSO SECTION 10.10)
- 5.20. Type T: Existing glass & metal frame exterior doors, at Tenant entrance vestibule. Retrofit doors as necessary in order to accommodate the provision and installation of new "paddle activated" automated doors as described in 4.10 herein.
- 5.20.1. Door # 126
- 5.21. Type U: existing glass & metal frame exterior doors, forming Tenant entrance vestibule. Retrofit both sets of doors as necessary in order to accommodate the provision and installation of a new "paddle activated" automated door opener as described in 4.10 herein. Exterior Paddle activation device is to be mounted on a new exterior stanchion located three to five feet from the first set of doors. Interior activation device shall be securely mounted on an adjacent interior wall, located three to five feet from the interior door. Paddle activator to be mounted at 34" above the ground. The Activation of the paddle device shall cause the first set of (either) doors to open immediately, and prompt the second set of doors to open after a delay which shall be sufficient for allowing passage of a wheelchair user.
- 5.21.1. Doors # 124, 125
- 5.22. Type V: Rated door assembly/narrow vision panel with mesh/passage set
- 5.22.1. Door# 28, 36
- 5.23. Type W: Exterior door assembly, (see 4.2) for description) fire rated, narrow light vision panel with fire rated wire mesh. Overhead hydraulic door closer, electric strike (cardkey reader location), panic bar egress, with mortise lockset.
- 5.23.1. Door # 45
- 5.24. Type X: Interior door assembly, with push/pull passage hardware and hydraulic overhead closer (which shall require no more than 5 lbs of force for operation). Lower portion of door to have metal kick plate extending from the lower edge of the door to at least 18" high, provided on both interior and exterior surfaces of the door.
- 5.24.1. Door # 26, 27, 47, 49, 121, 123
- 5.25. Type Y: Rated door assembly, with narrow light vision panel with fire rate wire mesh. Overhead hydraulic door closer, electric strike (cardkey reader location), storeroom lockset-reverse installation. Provide exit device panic hardware to override cardkey, device to have "Pilfer" audible alarm.
- 5.25.1. Door # 29
- 5.26. Type Z: Exterior door assembly, (see 4.2 for description) fire rated, narrow light vision panel with fire rated wire mesh. Overhead hydraulic door closer, panic bar egress, with mortise lockset.
- 5.26.1. Door # 25
- 5.27. Type Z-1: Interior door assembly, with push/pull hardware with privacy lockset and hydraulic overhead closer (which shall require no more than 5 lbs of force for operation). Lower portion of door to have metal kick plate extending from the lower edge of the door to at least 18" high, provided on both interior and exterior surfaces of the door.
- 5.27.1. Door #'s 66 & 67
- 5.28. Type Z-2: Interior door assembly/classroom function lockset. Outside lever locked and unlocked by key. Inside always unlocked.
- 5.28.1. Doors # 56 & 63

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6. Window Treatment:

6.1. Supply and install at all exterior windows the following:

6.1.1. Fire Rated "Sheer Weave Style 3000", fiberglass vinyl coated fabric with average openness of no more than 10%. Roller Shade system with continuous loop beaded chain and Clutch operated roller system. Manufacturer: Phifer Wire Products Inc., Castec Shading Inc. or equal. Fabric color to be a neutral color, (selected from manufacture's offering of standard colors) with the color to be selected by the Tenant. Shades to extend the full height of all exterior windows, terminating at the windowsill. All shades to be mounted using manufactures recommended heavy duty mounting brackets depending upon review of field applications. Overhead Bracket size to be utilized is contingent upon clearances needed, standard bracket is 1 1/2". All shades to have standard manufactures valance system to conceal mounting brackets.

7. Parking and Site:

7.1. Parking: Shall be as shown on the attached plan titled "Exhibit D part III, Mill West schematic parking plan", and as described in the following.

7.2. Staff Parking: one hundred and fifteen (115) parking spaces shall be reserved for and exclusively assigned to the Tenant (HHS and Voc Rehab combined) for staff use. It is agreed that all of the Tenant's staff shall affix a parking authorization sticker (to be provided by the Landlord) in the lower passenger side of their front windshield, (or in an alternate standard location mutually agreed upon) and that all State staff shall utilize the designated staff parking zone during all operating hours. The Landlord shall enforce this reserved area by issuing warnings to unauthorized cars, and/or towing offenders. The Tenant agrees to work diligently with the Landlord to assure all of their staff use the reserved parking, using general "overflow" parking areas only when all spaces within the reserved area are full. The Landlord agrees, however, that if all of the Tenant's reserved staff spaces are occupied, at least 35 "overflow" staff parking spaces will be accommodated in the general "public use" areas of the parking lot (see Exhibit D part III, Mill West schematic parking plan" for approx. locations).

7.3. Visitor Spaces: twenty eight (28) visitor parking spaces shall be assigned and designated via signage as "State of NH visitors only". They are to be provided by the Landlord in the locations shown in the attached schematic parking plan. The Tenant recognizes the potential difficulty of discerning "State" visitors from "general building" visitors, however it is agreed the Landlord shall exercise due diligence in enforcement of the restricted spaces, towing obvious offenders. The Tenant shall instruct all visitors to utilize these spaces whenever they are available, however it is recognized there will be instances when the combined load of visitors to Voc Rehab & HHS may exceed the reserved number of spaces; in such instances it is agreed that "general public parking" for the building may be used for the "overflow".

7.3.1. Each "visitor" space shall be designated by the Landlord with signage reading: "State of NH Visitor Parking Only, Violators will be towed".

7.4. Walking Disability Spaces: Nine (9) spaces shall be designated as "Walking Disability" spaces, and shall be provided in the locations shown in the attached schematic parking plan. The "Walking Disability" spaces shall be designated with blue signs, but shall not contain the universal symbol of accessibility, nor shall they have "access aisles". These spaces are intended for the use of none wheelchair using State staff members who have handicapped accessible "authorization tags" and are therefore authorized to utilize the building's fully configured "Handicapped Accessible" spaces. It is recognized there are sufficient numbers of such staff members to require this provision, in order to prevent all "fully ADAAG configured" Handicapped Accessible" spaces from being taken up by staff... which would leave none for visitors. All none wheelchair using staff members with "handicapped parking tags" will be directed by the Tenant to the "walking disability" spaces instead of the fully ADA configured "Handicapped Accessible" spaces.

- 7.5. Handicapped Accessible parking spaces: Ten (10) Handicapped Accessible parking spaces shall be provided in the locations shown in the attached schematic parking plan. All spaces (eight foot wide) and access aisles (five foot wide) shall be properly configured and designated in full compliance with the ADAAG (Americans with Disabilities Act Accessibility Guidelines).
- 7.5.1. Four (4) of the ten required spaces shall be configured for and designated as "Van Accessible" space. The spaces shall be in the locations shown on the attached schematic parking plan. Each of the eight (8) foot wide van spaces shall share in common a eight (8) foot wide access aisle
- 7.5.2. The Landlord shall provide proper designation signage at each "Handicapped Accessible" parking space. Each sign shall be supplied and installed on a metal post, mounted with the upper edge of the sign at 5'-8" above the ground. Each sign shall be bright blue, and bear the universal symbol of accessibility. Van Accessible spaces shall bear the additional designation of "Van Accessible". Each "access aisles" shall be clearly reserved with signs reading "no parking zone" and the asphalt paving within these aisles shall be painted with yellow diagonal lines.
- 7.6. Existing Exterior Building Entrance Doors: The existing building entrances are substantial "Handicapped Accessible", however the amount of force required to open them is excessive. These doors shall therefore be retrofitted with "push plate assist" devices, which will open the doors automatically upon activation. See "Door schedule" herein for further requirements and specifications.
- 7.7. Full compliance with the "State of New Hampshire Architectural Barrier-Free Design Code" in the parking lot, site and access routes throughout the premises shall be the sole responsibility of the Landlord, including but not limited to: striping of the lot, curb cuts, lighting, signage, and ramping (if necessary), and barrier free access aisles.
- 7.8. Accommodation of parking needs during Landlords proposed construction of new parking garage: The specifications set forth herein shall continue in full force during, and after, completion of any future parking structures. The Landlord shall provide temporary "substitute" parking spaces for the Tenant during all construction, and upon completion, provide parking which supplies the same number and type of spaces set forth herein. The Landlord shall coordinate a phased parking construction and transition plan with the Tenant, in order to provide uninterrupted provision of all parking requirements.

8. Millwork:

- 8.1. Provide shop drawing(s), (for review by Tenants), of reception area millwork, public transaction countertops, HHS interview rooms, and staff lounge millwork. Drawings shall include detailing depicting location, core construction, edge detail, support brackets, installation heights and anchoring.
- 8.2. Voc. Rehab. Reception millwork: Supply and install millwork as shown on attached plan. All work and transaction surfaces for the receptionist shall be mounted with the top edge at 34" high.
- 8.2.1.1. Tempered glass transaction window at reception: shall provide 4" of "pass through" space between the lower frame edge and the writing surface. Transaction window opening shall be 4'w. x 4'h. overall, with glass terminating 4" below the upper window frame, therefore providing natural voice transmission.
- 8.2.1.2. Tempered glass window between public computer access area and private office: fixed window measuring approx. 4' wide by 4' high, mounted with the lower edge of the sill at 34" high.
- 8.3. HHS Millwork: See supplemental "special use area" notes herein.

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- 8.4. Plastic Laminate manufacturer shall be "Wilsonart" "general purpose (GP) type 107 plastic laminate (or equal) with a standard matte finish. Horizontal grade plastic laminate shall be used as a surfacing material for all new millwork, however lower grade plastic laminate (Melamine) is sufficient as backing material for the exposed surfaces. Provide plastic laminate samples from the Manufactures full line of standard offerings to the Tenant for color selection. Each of the two Tenants (HHS, & VocRehab) shall select one color for use in their premises.
- 8.5. Comply with AWI Section 400 for countertops.

9. **FINISHES:** See attached finish plan for the exact locations of finishes.

9.1. All submittals shall meet or exceed all of the following specifications:

9.2. **"F.1" ON ATTACHED FINISH PLAN. Carpet Specifications:**

The following carpet is to be supplied and installed in all areas depicted in the attached finish plan. Prior to installation, cover the existing wood plank floor with plywood in order to provide a proper underlayment for the new, direct glue down installation.

- Carpet Style: 12' broadloom
- Construction: Tufted Loop Pile
- Color: Tenant shall make selection from the manufacturer's full line of standard offerings. No more than two colors (one each for State Tenant) shall be selected.
- Fiber Content: Type 6.6 or 6.0 nylon, solution dyed, with both antimicrobial and soil protection
- Gauge: 1/8
- Finished Pile Thickness: 0.150 inch
- Stitches Per Inch: 8.5
- Production Weight: 28 ozs/yd²
- Primary Backing: Polypropylene
- Secondary Backing: Unitary
- Density: 6,720 ozs/yd³
- Electrostatic Propensity: < 3.5 kv - Permanent Conductive Filament
- Flammability:
 - ASTM E-648 FLOORING PANEL - CLASS 1
 - ASTM E-662 NBS SMOKE CHAMBER - LESS THAN 450
- Warranty: Ten-Year Commercial Limited
 - 20 lb. Tuft Bind when installed per Manufacturer's specifications
- ADA Conformation: Product to conform to the requirements set forth in the Americans with Disabilities Act for minimum static coefficient of friction of 0.60 recommended for accessible routes
- CRI Indoor Air Quality: Certification: Must provide valid, registered certification number.
- Follow all of the manufacture's written recommendation and guidelines for proper installation of direct glue down carpet.

9.3. **"F-2" VCT OR SHEET VINYL:**(for use in all restrooms and janitorial closets)

9.3.1. Commercial grade sheet vinyl, Products compiling with FS-T-312B (1), Type IV, Comp 1
Requirements: Size: 6' x 66 ft roll; Gauge: .080

9.3.1.1. Patterns and Colors: One color shall be used throughout; the Tenant shall make color selection from the manufacturer's full range of standard product.

9.3.2. Commercial grade VCT may be substituted for sheet vinyl

9.4. **~~"F-3" ON ATTACHED FINISH PLAN; REFINISHED EXISTING WOOD PLANK FLOORING:~~** (this specification not used)

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9.5. **"F-4" ON ATTACHED FINISH PLAN: Walk-off Mats:**

9.5.1. The Landlord shall provide the following in the locations shown in the attached "Mill West, finish, partition type and door" plan.

9.5.1.1. Manufacturer: Mats Inc. or equal. Style: Berber style surface pattern, with heavy-duty rubber backing and sewn-on nosing. Width: 6'-7", Roll Length 68'-11"

9.5.1.2. Color: to be selected by the Tenant, from the manufacturers full range of standard options.

9.6. **Vinyl Cove Base and termination strips:**

9.7. 4" high vinyl, cove base. Continuous roll or strips. Manufacturer: *Johnsonite or Mercer*.

9.8. Vinyl Termination Strips: Termination strips of change of height strips to be supplied and installed as required in order to mask all exposed flooring edges and intersections.

9.8.1. Color to match vinyl cove base materials. Manufacturer: *Johnsonite or Mercer or equal*.

9.9. **PAINTING:**

9.10. All areas except for existing brick walls which are to remain unpainted: provide a minimum of one coat of primer and two coats of finish paint, or as otherwise required to achieve an acceptable finish to the Tenant.

9.11. Walls: Paint shall be (scrubbable) interior eggshell finish latex.

9.11.1. Color: Up to three colors shall be used, for each leasehold space, with the colors to be selected by the Tenant. The two Tenants (HHS & Voc Rehab) shall each select their wall colors from the manufacturers full offering of standard finishes.

9.12. Doors, Frames and Casings: Paint shall be *semi-gloss* (scrubbable) latex.

9.12.1. Color: the Tenant shall make Selection from the manufacturer's full range of standard offerings. No more than two trim color selections (one for each Tenant) shall be made.

9.13. Restrooms and Staff Lounge: Wall paint shall be *semi-gloss* (scrubbable) interior latex.

9.13.1. Color: To be Landlords standard building wide rest room color in the restroom. In the staff lounge, a mutually agreeable color is to be selected by the Tenants. The Tenants shall make their selection from the manufacturers full offering of standard finishes.

9.14. Ceiling Mechanical elements: Paint shall be flat/matt finish interior latex.

9.14.1. Color: Shall be "Dark Charcoal" or similar color, submit sample to Tenants for final approval of selection

9.15. Ceilings: Paint all exposed mechanical elements and/or ductwork. DO NOT paint any exposed, sandblasted wood plank deck ceilings. Leave all such ceilings exposed. In the portion of the premises with existing (to remain) drywall ceiling, repaint all surfaces with the "dark Charcoal" flat finish paint also designated herein for all exposed mechanical elements.

10. **HHS Public Lobby Area** - layout as shown on the floor plan, to include:

10.1. **Telephone - Public:** *To be provided by HHS.*

10.2. **Public Transaction Counter:** Install approximately 10 lineal feet of custom grade, high pressure (24" depth) plastic laminate countertop with matching, field applied 4" backsplash in the area shown. The actual length and layout to be as shown on the attached plan. Counter shall be firmly secured directly to wall(s). Mounting heights from finished floor shall be 32" for one section and 41" for the other, as shown on the attached drawings.

10.3. **Drinking Water:** In compliance with Department of Labor requirements, the Landlord shall provide either:

10.3.1. Stainless steel, barrier free, drinking fountain to be installed in the public lobby complying with all ADAAG requirements (mounting height, clear width below, etc) ; or:

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- 10.3.2. A Continuous supply of drinking water through an alternate means, such as bottled water. Access to the alternate means of supplying drinking water shall comply with ADAAG requirements.
- 10.4. **HHS Lobby Multi-media:**
- 10.4.1. Television Bracket: Type: Wall or ceiling mounted bracket (blocking to be provided) with security strap. Install in the lobby area in location shown.
- 10.4.2. CCTV Cabling: Type: RG-6. Provide single coax from reception area to television location. Both ends shall be terminated in a wall box with male connection.
- 10.5. **HHS secure Receptionist Area :**
- 10.5.1. Reception Work surface Counter: Install configuration and length as shown on attached schematic Partition Plan. Standard depth of counter shall be 24". Provide custom grade, high pressure laminate countertop with matching, field applied 4" backsplash. Counter edge shall be plastic laminate, self-edge. Counter shall be secured directly to wall(s). Mounting height for the top edge of the work surface shall be 30" from finished floor. Each worksurface is to include cord management grommets. Contractor shall also field coordinate and install blocking on the underside of the work surface (in three locations) for mouse and keyboard installations (by others). Color of plastic laminate to be chosen by the Tenant.
- 10.5.2. Electrical outlets, telecommunications outlets and data outlets: Provide and install all above the counter work surface.
- 10.5.3. Security Alarm: See *Alarm section. Provided by others.*
- 10.5.4. Alarm Panel and Console Station: *Provided by the Alarm contractor.*
- 10.5.5. Ai-Phone Intercom: *Provided by the Tenant.*
- 10.6. **HHS Interview Rooms** – total of 21 shown on attached plan; Details of "typicals" included in attached drawings.
- 10.6.1. Standard Interview Room Work counter: At all standard Interview Rooms (quantity of 19): LESSOR to provide and install one plastic laminate, square edged workcounter. Workcounter shall be custom grade, high pressure laminate. Counter shall be secured directly to wall(s), 30" in depth and shall run the full width of the room (approx. 8'-6"), including a modesty panel which shall extend to 8" above finished floor. Each worksurface is to include cord management grommets. The workcounter shall be permanently affixed to the demising walls, at a height of 29 1/2" from finished floor, and shall have one vertical brace permanently affixed to the floor. Contractor shall also field coordinate and install blocking beneath the work counter for mouse and keyboard installations (by others). Color of plastic laminate to be chosen by the Tenant.
- 10.6.2. Interview Room Work counter at "Barrier-Free" (ADA) Interview Rooms. (Quantity of 2 rooms). Landlord to provide and install one plastic laminate, square edged workcounter. Workcounter shall be custom grade, high pressure laminate, Counter shall be secured directly to wall(s), 30" in depth and the length shown (approx. 4'-6") on the floor plan. The workcounter shall be permanently affixed to the demising wall, with the height at 34" from the finished floor. Include wire management grommets in the worksurface. The vertical end brace shall be constructed of same materials as the horizontal worksurface laminate. Color of plastic laminate to be chosen by the Tenant. See Floor plan for details.
- 10.6.3. Electrical & HVAC Loads in Interview Rooms: Design capacities to support two people, a PC, monitor and printer in each interview room. Provide all electrical in locations shown in "typical interview room" floor plan.
- 10.6.4. Security Alarm: See *Alarm section. Provided by the Tenant.*
- 10.7. **HHS Family Visiting Room** - as shown in the attached floor plan, to include:
- 10.7.1. **Lighting:** *Specific and relative to only this room.* Supply and install incandescent light fixtures providing 30 to 50 foot-candles of illumination.
- 10.7.2. A dimmer type switch installed in the adjacent Observation room shall control independent switching.
- 10.8. **Security Alarm:** See Alarm section. *Provided by the Tenant.*

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10.9. **HHS Observation Room:** as shown on attached plan to include:

10.9.1. Lighting: *Specific and limited only to this room.* Independent switching of this room is required, and shall be controlled by a dimmer type switch installed within this room.

10.9.2. Security Observation Mirror - 2' (w) X 3' (h): Shall consist of standard one-way plate mirror glass in either an extruded aluminum or metal frame.

10.9.2.1. Frame: Manufacturer: *Kawneer*; Finish: Clear anodized.

10.9.2.2. Installation: The sill of the frame should be installed at a height of 34" from the finished floor.

10.9.3. Ai-Phone Intercom: *Provided by the Tenant.*

10.10. **HHS Conference Room – Client area:** As shown in the attached floor plan, to include:

10.10.1. Accordion Partition: Provide the complete installation of an operable folding partition. (see Typical Finish Schedule) Lessor shall provide all necessary materials and labor, including but not limited to: operable partition, all framing and structural work, ceiling modifications, HVAC, lighting and finish work.

10.10.1.1. General Specifications: 1) center track supported; 2) top hung; 3) sections - X type; 4) material - Type II Wallcovering, with color selected by the Tenant; 5) manual operation; 6) Sound Transmission Coefficient (STC): Minimum 39; 7) Manufacturer: HUF COR Inc. Series #3900. (SEE ALSO SECTION 5.1.19)

11. **Shared (two State of New Hampshire Tenants) Staff Lounge Area:** to include:

11.1. Counter top: Provide and install approx. 12 lineal feet of counter top as shown on attached finish plan.

11.1.1. Utilize high-pressure (25" depth) laminate countertop with matching, field applied 4" backsplash. Horizontal Plastic Laminate: *Wilsonart* horizontal grade laminate or equal.

11.2. Overhead and base Cabinets: Extent to be as shown on attached finish plan. Cabinets to be plastic laminate (*Wilsonart* or equal) on the exterior surface; melamine interior backing surfaces are acceptable.

11.2.1. Hardware: Heavy-duty wire pulls, brushed chrome or brass finish.

11.3. Provide and install outlets as shown on the attached schematic electrical plan. All outlets depicted at the counter shall be supplied and install ABOVE the work surface, for small appliance use.

11.4. Cabinet/Counter Shop Drawings, Product Data, Samples and similar submittals are required.

11.5. Plumbing: All Plumbing shall comply with State of New Hampshire Plumbing Code.

11.5.1. Install standard double bowl stainless steel sink with lever type faucet with sprayer. The section of counter supporting the sink shall be 42" wide, and dropped down from the standard 42" height, to a height of 34" at the top edge of the counter. This drop in height is required for providing barrier-free access. The drain pipe beneath the sink shall be insulated. There shall be NO BASE CABINETS beneath this section of counter.

11.6. Appliances: Provide space (120V electrical outlets needed for operation) as shown on the attached floor plans for 3 refrigerators, and 4 vending machines. Provide electrical circuitry sufficient for the safe operation of at least two microwaves on the counter, and at least two coffee makers.

11.7. Ventilation: Design criterion for establishing the exhaust fan size (in CFM): 4 air changes per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

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12. **Storage Room(s)** each storage room shown on the floor plans is to include:

12.1.1. Shelving: 16" deep on heavy-duty standards and adjustable brackets. Shelving to be 5 shelves high, of paint grade plywood construction or pre-manufactured shelving, such as *Space Maker* (vinyl coated wire construction). Installations (length and placement of shelves) to be as shown on attached "Partition Floor Plan".

13. **Public Restrooms:**

13.1. Design, configuration and fixture count: Shall be provided in full compliance with all local, State and prevailing building codes, including ADA Title III accessibility standards. Including but not limited to: water closets, sinks, hand rails, and mirrors.

13.2. Paper goods dispenser and soap dispensers: To be supplied and installed by Landlord. Including but not limited to: toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene products dispensers, feminine products waste receptacles, and all-purpose waste receptacles.

13.2.1. Automated air hand dryers may be supplied and installed as an alternate to paper towel dispensers. Provide a minimum of one unit per every two sink fixtures.

13.3. Baby Changing Station: To be supplied by Landlord in all public restrooms servicing the Tenant's clients. These are to be installed with the top edge of the changing surface no higher than 48" above the floor.

13.3.1. Description: Horizontal or vertical application, constructed of molded polyethylene with stainless steel hinges, able to withstand static loads of 400 pounds, to include child protective straps, gas spring mechanism, usage and safety instructions in multiple languages and brail, FDA approved high-impact polyethylene resistant to fungal and bacterial growth, must meet ASTM standards for anti-fungal protection.

13.4. Ventilation: Minimum design criterion for establishing the exhaust fan size (in CFM): 4 air changes per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

14. **Staff Restrooms:** to include:

14.1. Toilet Partitions: Supply and install. Materials: powder-coated steel partitions; Style: floor mounted; ADA. compatible.

14.2. Design, configuration, supplies and fixture counts: Shall be in full compliance with all local, State and prevailing building codes, including ADA Title III accessibility standards. Including but not limited to: water closets, sinks, handrails, mirrors, partitions and privacy screens.

14.3. Paper goods dispenser and soap dispensers: To be supplied by Landlord. Including but not limited to: toilet paper, paper towel dispensers, toilet seat protectors, coin-operated feminine hygiene products dispensers and feminine products waste receptacles.

14.3.1. Automated air hand dryers may be supplied and installed by the Landlord as an alternate to paper towel dispensers. Provide a minimum of one unit per every two sink fixtures.

14.4. Ventilation: Minimum design criterion for establishing the exhaust fan size (in CFM): 4 air changes per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

15. **COMMUNICATIONS REQUIREMENTS:**

15.1. See attached schematic floor plan detail titled "Communications Room, typical layout" for additional HHS details and requirements for this section.

15.2. The Landlord shall be responsible for the supply and installation of two (2) 4" telephone conduits with pull strings (with 90-degree sweeps) from their buildings communications entrance room up to the HHS communications room.

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16.9. HVAC: Provide stand alone/independent units for these rooms. System must maintain an average ambient temperature of 73 degrees F with +/- 10 degree swing for thermal alarm. Building's HVAC shall provide secondary/emergency back-up system for this room's HVAC needs.

16.9.1. BTU Outputs: 20,000 Btu's. Must be accounted for in primary and secondary/emergency HVAC designs.

17. ELECTRICAL :

17.1. Electrical Service: Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, specialty equipment and any and all other items. Including the capacity to add additional circuitry as required at a later date. Coordinate location of power poles (shown on plan) with the max number of work stations to share a circuit (no more than four) in order to derive circuit loads in open office areas.

17.2. See attached schematic Electrical and Data Floor Plan for supplemental electrical design information

17.3. Electrical Finishes: All switch plates and outlet covers shall be in a single color, throughout the facility.

17.4. Electrical Distribution:

17.4.1. Electrical Outlets – “Clean” circuit needs and “General Circuit Needs: Staff areas, both the open office workstations and private offices, shall be provided with one “clean” - 20 amp circuit, shared per each 4 to staff for PC needs. Circuits allocated for PC use shall be connected to outlets of a separate, distinct color, allowing easy determination of the appropriate outlets. Additionally, each staff area shall be provided with common circuits with loading balanced at one 20 amp circuit per 4 staff for general use. Using this criteria, each open office workstation shall be utilizing at least two circuits.

17.4.2. The “third” circuit carried in systems furniture workstation panels shall be used to balance the overall loading, or for providing a separate (dedicated) circuit to the “shared” machine (printer/fax/copier) areas located at the ends of some workstation runs.

17.4.3. “Power Pole” locations for the systems furniture are shown on the attached plans. The “Power Pole” is to be a mutli-circuit UL rated pole provided by the systems furniture manufacturer. Landlord to provide proper (3 circuit) hardwire connectivity to each pole.

17.4.4. Electrical Outlets – HHS Interview Rooms: See attached floor plan detail of these rooms.

17.4.5. Electrical Outlets Common Halls: Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 12 lineal feet of wall.

17.4.6. Electrical Outlets – Copiers: A “dedicated” (no shared use) circuit shall be provided at all intended copier locations. See attached schematic electrical/data floor plan for locations.

18. Lighting:

18.1. General Lighting Fixtures; office space: Shall be suspended from the exposed deck above on aircraft type cables, supporting contiguous 2 lamp, 8 foot long fluorescent fixtures with “egg crate” type lens.

18.2. Switching to be provided at all staff private offices and as coordinated with the Tenant..

18.2.1. All switching for ALL interior lighting within the General Office Area(s) shall be done fully from the primary Staff Entry or as directed by the Department.

18.3. Interior Lighting - Illumination Standards: Shall be adequate as to insure safe and uniform quality lighting throughout the building. The illumination standards shall be designed and maintained at:

18.3.1. Interior Office Areas 30-40 Foot-candles at 30” from finished floor.

18.4. Night Light Circuits: Shall be provided throughout the common areas of the building and as otherwise coordinated with the Tenant. The minimum illumination standards for all impervious surfaces, are set forth as follows:

18.4.1. Common Areas. 5 Foot-candles

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- 18.5. Exterior Lighting: Shall be adequate to insure safe and uniform quality lighting throughout all parking areas. The minimum illumination standards for all impervious surfaces, are set forth as follows:
- 18.5.1. Active Areas - Pedestrian traffic and entryways. 4 Foot-candles
 - 18.5.2. Building Surrounds - Parking and roadways 2 Foot-candles
- 18.6. Means of Egress Lighting:
- 18.6.1. Shall be provided, e.g. at all corridors, stairs, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101 and BOCA.
- 18.7. Emergency Power (generator): If the building has generator power, all electrical outlets for the Communications Room and HVAC equipment shall be connected on the emergency power circuit(s). In addition, all power supplies for access control, telephone and security systems shall be serviced.
- 18.8. Electrical Feeder Circuits: Provide all required electrical feeder circuits and connections for the Systems Furniture open office areas as shown on the attached schematic electrical and data plan, and as recommended by the Tenant's system's furniture vendor.
- 18.9. All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.
- 18.10. Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concepts expressed in the Documents.

19. HVAC and VENTILATION:

- 19.1. HVAC System - *Clean Air in State Buildings Act*: As specified in Exhibit D part II of the Lease, the Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances, are in full compliance with the *Clean Air in State Buildings Act*. Prior to the lessee's occupancy, the Lessor shall provide the lessee with a Certificate of Testing and compliance assurance as it relates to the *Clean Air in State Buildings Act*. Said certification shall be deemed as part of the lease document.
- 19.2. HVAC System - Fresh Air: Landlord shall provide documentation that the design and operations of the HVAC system meets or exceeds the fresh air requirement of RSA 10-B, i.e. 20 cfm / person. The design occupant load shall be based on BOCA National Building Code / 1999 - Section 1008.0 Occupant Load Table 1008.1.2 (business use) ¹.
- 19.3. HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances, do and will *adequately and uniformly service the entire lease space* and are in full compliance with current industry standards. Prior to the Tenants occupancy, the Landlord shall provide the Tenant with a copy of this report.. The report shall be deemed as part of the lease/contract document.
- 19.4. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by *ASHRAE 55-1992 - Thermal Comfort Considerations*.

20. SECURITY, ALARMS AND ACCESS CONTROL SYSTEMS:

- 20.1. *Provided by the Tenant*

21. FIRE SUPPRESSION SYSTEMS:

- 21.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Landlord. All required permits, fees, testing and approvals shall be borne by the Landlord.

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- 21.2. Landlord to provide connectivity to this system for Tenants alarm system(s).
- 21.3. Fire Extinguishers: To be provided, maintained and inspected by Landlord as required by prevailing codes.

22. FIRE ALARM SYSTEM:

- 22.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Lessor. All required permits, fees, testing and approvals shall be borne by the Owner and/or Lessor.
- 22.2. Landlord to provide connectivity to building's fire alarm control panel for any and all security and access system needs.

23. SPECIALTIES:

- 23.1. Systems (Power and data handling panels and work surfaces) Furniture: In order to avoid the provision of large quantities of 60" high drywall partitions the State would otherwise require without the provision of "systems furniture", The Landlord shall supply and install new "Systems Furniture" for use in the "open office" areas of the HHS Tenant space.
 - 23.1.1. The Landlord **shall carry an allowance** of approx. \$1,548 per station for a quantity of 119 workstations (some stations will reuse existing components) **which is a total allowance of \$184,200.**
 - 23.1.2. The Tenant shall provide the Landlord with a complete systems furniture specification and keyed plan, which is fully detailed, ready for order placement. The Tenant shall also provide the Landlord with all business information (vendor information) necessary for the procurement of this order. The Landlord shall expeditiously (within four business days) place the complete Tenant specification on order with the appropriate State of NH vendor. The Landlord shall be solely responsible for the timely payment of the Vendor's invoice, which is due after the receipt of all specified product.
 - 23.1.3. The system furniture purchased by the Landlord shall be exactly as specified by the Tenant. The Tenant's plans and specifications shall not exceed the total dollar allowance of \$184,200.00. The Landlord shall utilize the Tenant's State of New Hampshire purchasing contract for "office furniture", which has been competitively bid, and includes the cost of shipping and installation within the purchase price.
 - 23.1.4. The Systems Furniture specifications shall include all required power poles, data access poles, panel electrification and panel outlets. The Landlord shall NOT include duplicate electrical items in the overall fit-up cost of the premises.
 - 23.1.5. The Systems Furniture shall remain the property of the Landlord throughout the term of the lease. At the end of the lease (10 year) term, ownership of all furniture purchased through this agreement shall transfer to the State of NH, Department of Health and Human Services.

24. Keying:

- 24.1. Keyway Standard: L-4.
- 24.2. All exterior and interior tenant separation doors shall be provided with interchangeable cores.
- 24.3. Lockset provided for Data/Communications Room shall have interchangeable core.
- 24.4. Replacement cylinders: Original factory equipment cylinders only.
- 24.5. Keying: Three levels of keying are required (i.e.: grand master, sub master and change key). The Tenant will coordinate its keying requirements with the Landlord.
 - 24.5.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."
 - 24.5.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
 - 24.5.3. Grand Master: Provide ten (10) keys.
 - 24.5.4. Sub Masters: Provide ten (10) keys per submaster.
 - 24.5.5. Change Keys: Provide three (3) keys per cylinder

- 24.5.6. Data/Communications Room - Special: Provide six (6) keys (change key only)
- 24.5.7. In addition to the above keys, provide 10 blanks of each key section used.
- 24.6. Key Control System: Provide a key control system including labels, tags with self locking clips, 3-way visible card index, temporary markers, permanent markers, and standard metal key cabinet, all as recommended by system manufacturer, with capacity for 150 percent of the number of keys provided to the tenant at occupancy.
- 24.6.1. Provide complete cross index system set up by key control manufacturer, and place keys on markers and hooks in cabinet as determined by final keying schedule.
25. **Signage:** Landlord shall provide and install all interior and exterior signage.
- 25.1. Exterior signage shall include parking designation signs, exterior Tenant directory signs, and interior common area signs. Signage shall comply with State of New Hampshire Architectural Barrier-Free Design Code, and the Tenants graphic and text specifications.
- 25.1.1. Each "Handicapped Accessible" parking space shown in Exhibit A, Parking Plan, shall be designated with a pole-mounted sign with the lower edge of the sign at 60" high. The signs shall be "ADA Blue" with white graphic, featuring the universal symbol of accessibility.
- 25.1.2. Each adjacent "Access Aisle" shown in Exhibit A, Parking Plan shall have yellow diagonal lines painted on the asphalt surface of the space, and shall be designated with a pole-mounted sign with the lower edge of the sign at 60" high. The signs shall be "ADA Blue" with white letters reading "Access Aisle, No Parking"
- 25.1.3. Each "Walking Disability" parking space shown in Exhibit A, Parking Plan, shall be designated with a pole-mounted sign with the lower edge of the sign at 60" high. The signs shall be "ADA Blue" with a white graphic, featuring a figure with a cane and the words "Walking Disability"
- 25.1.4. Each State of New Hampshire Visitor's parking space shown in Exhibit A, Parking Plan, shall be designated with a sign in a color other than "ADA blue", in a color of the Landlords choosing. The text shall read "State of NH visitor parking only, violators will be towed"
- 25.1.5. Interior signage shall be defined as signs that are within the Tenant's space; these signs shall comply with "ADAAG" and the Tenant's specifications. Signage shall be as specified in section 27, interior signage schedule.
- 25.2. Interior Signage Requirements: (note: State of NH Department of Corrections may be the most cost effective "vendor" for signage)
- 25.2.1. Permanent Signs: Signage type and locations shall be in full compliance with Section 4-30 of the Americans with Disabilities Act, ADA Title III accessibility standards including Grade 2 Braille (*Reference: Federal Register/Vol. 56. No. 144: 4.30.6 Mounting Location and Height*).
- 25.2.2. Sign Type: Panel
- 25.2.3. Sign Base Material: Plastic laminate
- 25.2.4. Samples: provide samples of each component for initial selection of color, pattern and texture as required.
26. **INTERIOR SIGNAGE SPECIFICATIONS AND SCHEDULE:**
- 26.1. All signs shall have raised letter and Braille inscriptions, in compliance with the "American's with Disabilities Act Accessibility Guidelines" (known as ADDAAG).
- 26.2. Letter Style shall match Landlord's standard font. If there is no "standard" established for the facility, the font shall be "Ariel".
- 26.3. Character Proportion: shall comply with ADAAG section 4.30.2: *Letter and numbers on signs shall have a width to height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10.*
- 26.4. Color of sign plate and letters "to be determined". Colors: In shared use area, the colors shall be either the Landlord's existing building standard, or if there is no standard, shall be selected by the Tenant. In areas of Tenant's exclusive use, colors are to be selected by the Tenant from the manufacturer's full range of standard colors. The Tenant's shall select no more than one set of

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colors each. In either case, the color selection shall be in full compliance with the guidelines set forth for the ADAAG section 4.30.5: "the characters and background of signs shall be eggshell, matte, or other non-glare finish. Characters and symbols shall contrast with their background – either light characters on a dark background or dark characters on a light background." Sign Installation Location: In compliance with ADAAG section 4.30.6: All signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60" above the finish floor to the centerline of the signs. (Admin. Services Note: in general, install so that the outside edge of the sign is 3" away from the door frame) Mounting locations shall be so that a person may approach within 3" of a sign without encountering protruding objects or standing within the swing of the door. In reception areas, mount signs in compliance with the dimensions given above, utilizing either side of the reception window as the reference point.

26.5. Symbols of Accessibility: (the wheelchair symbol) all elements (rest rooms for instance) required to be identified as accessible shall use the international symbol of accessibility.

26.6. Room number assignments for the facility have yet to be determined by the Landlord, therefore door numbers (as provided in Administrative Services "Finish, Partition Type and Door Plan") are utilized in the attached schedule as reference points. In general, all offices, conference rooms and special use areas shall be designated with a room number.

26.7. Interior signage "sample typical" attachments issued with this specification shall be utilized as illustrations for sign size and layout. Provide and install all signs identified in the following signage schedule:

27. Interior Signage Schedule:

LOCATION	QTY	SIZE	DOOR # LOCATIONS	INSCRIPTION
Voc Rehab entrance lobby	1	16" x 12"	#1	STATE OF NEW HAMPSHIRE DEPARTMENT OF EDUCATION VOCATIONAL REHABILITATION Office Hours: 8:00 A.M. TO 4:30 P.M. Monday - Friday
Voc Rehab Reception Window	1	8" x 3"	No door number, adjacent to reception window	PLEASE CHECK IN WITH RECEPTIONIST
Voc Rehab staff entry	1	8" x 3"	#2	STAFF ONLY
Voc Rehab staff entry	1	8" x 3"	#3, #24	VOC. REHAB. STAFF ONLY
Voc Rehab space, Adjacent to doors	17	6" x 3"	#5, 6, 7, 8, 10-17, 19-23,	Room numbers in raised characters and Braille
Voc Rehab data room	1	7" x 7"	#4	Room number above (in raised characters and Braille), below: DATA/COM
Voc Rehab. Interview room	1	7" x 7"	#9	Room number above (in raised characters and Braille), below: INTERVIEW ROOM
Voc Rehab conf.	1	7" x 7"	#18	Room number above (in raised characters and Braille), below: CONFERENCE ROOM

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LOCATION	QTY	SIZE	DOOR # LOCATIONS	INSCRIPTION
Shared Tenant Corridor , staff break room	1	7" x 7"	#28	Room number above (in raised characters and Braille), below: STATE OF NH STAFF BREAK ROOM
Wall adjacent to rest room entry	3	7" x 7"	Restrooms #27, 66, 123	Upper portion of sign: "women" symbol next to "accessible symbol (wheelchair) WOMEN (text & Braille below)
Wall adjacent to rest room entry	3	7" x 7"	Restrooms #26, 67, 121	Upper portion of sign: "men" symbol next to "accessible symbol (wheelchair) MEN (text & Braille below)
HHS entrance lobby	1	16" x 12"	#46	STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH & HUMAN SERVICES Office Hours: 8:00 A.M. TO 4:30 P.M. Monday - Friday
HHS tenant space, signs to be adjacent to doors	19	6" x 3"	#30-33, 37, 38, 40-44, 51, 57-60, 117-119	Room numbers in raised characters and Braille
HHS staff entries	4	8" x 3"	#29, 35,45, 120	DHHS STAFF ONLY
Interview room corridor entry	1	8" x 3"	#69	INTERVIEW ROOMS
Beside each interview room entry	21	6" x 3"	#71-91	"IR #1" (typical wording) continuing up to "IR #20"
HHS Staff Conference room	1	7" x 7"	#36	Room number above (in raised letters and Braille), below: CONFERENCE ROOM
HHS janitors closet	1	7" x 7"	#25	Room number above (in raised letters and Braille), below: JANITOR
HHS storage room	2	7" x 7"	#53, 114	Rm number above (raised letters and Braille), below: STORAGE
HHS data room	1	7" x 7"	#39	Room number above (in raised letters and Braille), below: DATA/COM
HHS observation room	1	7" x 7"	#61	Room number above, below: OBSERVATION ROOM
HHS lobby, outside of family room	1	8" x 3"	#68	FAMILY ROOM
HHS lobby, outside of conference rooms	1	8" x 3"	#65	CONFERENCE ROOM #1
HHS lobby, outside of conference rooms	1	8" x 3"	#64	CONFERENCE ROOM #2
HHS office area	1	7" x 7"	#34	Room number above (in raised letters and Braille), below: MATERNAL CARE
HHS staff entry	1	8" x 3"	#70	NO ENTRY
At restricted exits	1	7" x 7"	#113	EMERGENCY EXIT ONLY, WARNING, ALARM WILL SOUND
HHS Reception area, one sign next to each window	3	8" x 3"	One each at each of the three reception windows	RECEPTION 1 RECEPTION 2 RECEPTION 3

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**EXHIBIT E
SPECIAL PROVISIONS**

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

Section 3.2.1 is modified by the following:

Notwithstanding provisions of section 3 or anything contained in this lease to the contrary, both Parties agree that following the predetermined number of days that, unless sooner terminated in accordance with the provisions hereof, the date of commencement and the ending of the term shall be for the full term of 10 years from the actual occupancy date, which shall be the commencement date of the term.

Section 3.4 is modified by the following:

Notwithstanding provisions of Section 3 or anything contained in this lease to the contrary, both Parties agree that in the event that said Governor and Council approval requested is not granted by May 10, 2004, then Landlord shall have the right, at its sole option, to rescind the withstanding offer and as such terminate the pursuit of Governor and Council approval of this Lease by written notice to Tenant, and in which event, all obligations hereunder of the parties shall cease.

Section 8.1 is modified by the following:

Notwithstanding provisions of Section 8.1 or anything contained in this lease to the contrary, both parties agree that the Landlord shall be responsible for snow and ice removal for all sidewalks, exterior stairways, entrances, roadways, and parking areas.

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

Both Parties agree that if any repairs are necessitated by Tenant's negligence or willful misconduct, the Tenant shall promptly forward a copy of the Landlord's claims for such repairs to its legal council. Notwithstanding anything contained in this Section or elsewhere in this Lease, Landlord shall not be required to make, or assume the responsibility for, any repair of any damage to the Premises caused by the negligence or willful misconduct of Tenant or its agents, servants, employees or invitees.

Section 8.3 is modified by the following:

Notwithstanding provisions of Section 8 or anything contained in this lease to the contrary, both Parties agree that in the event that delays resulting from events beyond the control of the landlord and without fault or negligence of the landlord occur that prohibit the repair or maintenance from fully being effectuated within said thirty (30) day period, Landlord shall have such additional time as necessary to complete the repair or maintenance, not to exceed sixty (60) days ("Cure Period"), provided that the repair or maintenance is commenced within said thirty (30) day period and Landlord proceeds to complete said repair or maintenance with due diligence. Said sixty (60) day Cure Period shall not be available for any repair or maintenance relating to substantial completion of the initial Landlord construction at the Premises. In the event that during the Cure Period any or all of the premises become unusable for the Tenant's purposes as defined in Section 7, the Tenant shall be allowed to decrease the rent by a pro rated amount. The pro rated amount shall be based on the actual measured square footage rendered inoperable for the Tenant's purposes. The pro rated rental deduction shall be calculated as follows: Amount of square footage rendered inoperable multiplied by the cost per square foot in effect for the calendar year as set forth in Exhibit B, divided by 365 and then multiplied by the actual number of calendar days said square footage remains inoperable for the Tenant's purposes.

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4/15/04
[Handwritten Signature]
4/13/04

Section 9.2 is modified by the following:

Notwithstanding provisions of Section 9 or anything contained in this lease to the contrary, it is understood by both Parties that all alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for and installed by the Tenant, shall be the property of the Tenant at the termination of the Lease. It is further understood by both Parties that Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition.

Section 10.1.1 is modified by the following:

Notwithstanding provisions of Section 10 or anything contained in this lease to the contrary, it is understood and agreed to by both Parties that all Improvements shall be completed or substantially completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto. Substantial completion is defined as no leasehold Improvement deficiencies that would adversely affect the tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies adversely affect the Tenant's business operations. Use of the terms "complete(d)" or completion" shall mean "substantially complete(d)" and "substantial completion," respectively.

Section 10.2 is modified by the following:

Notwithstanding provisions of Section 10 or anything contained in this lease to the contrary, both Parties agree that completion or substantial completion may be used in this Section and that substantial completion is defined as no leasehold Improvement deficiencies that would materially adversely affect the tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies materially adversely affect the Tenant's business operations. Use of the terms "complete(d)" or completion" shall mean "substantially complete(d)" and "substantial completion," respectively.

Section 11 is modified by the following:

Notwithstanding provisions of Section 11 or anything contained in this lease to the contrary, Tenant acknowledges that the Building and the surrounding site shall be under renovation at various times during the term of this Lease, and agrees that any such renovation shall not be a violation of Tenant's right of quiet enjoyment. Such acknowledgement does not relieve the Landlord of the obligation to adequately segregate construction dust, odors and any and all other construction related pollutants from the Tenant's leasehold space, including segregation of Tenant's heating ventilation and air conditioning system. Routine maintenance or inspection of the Premises shall be scheduled with Tenant in advance during normal business hours. Notwithstanding the provisions of Section 11, provisions of this Section, Tenant agrees and covenants that in the event of an emergency requiring Landlord to gain immediate access to the Premises, access shall not be denied or delayed. Tenant shall not change the locks to the Premises without giving Landlord a copy of the keys and shall not place any other security device for entry to the Premises unless Landlord is given all information and any access devise (such as a card for card entry) for entry to the Premises.

Section 12, signage is modified by the following:

The Landlord shall provide signs for the Tenant as specified herein in "Exhibit D, part III, Improvements to the Premises", sections 25, 26, and 27. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. The Tenant shall repair all damage due to such removal.

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Exhibit E continued:

Section 13 is modified by the following:

Notwithstanding provisions of Section 13 or anything contained in this lease to the contrary, both Parties agree that the time for inspection be extended from three (3) months to twelve (12) months prior to expiration of the Term. Both Parties also agree that the time prior to the expiration of 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, be extended from six (6) months to twelve (12) months.

Section 14 is modified by the following:

Notwithstanding provisions of Section 14 or anything contained in this lease to the contrary, both Parties agree that Tenant will not sublet to any government agency whereby the efficient daily operation of the other tenants at the Building currently or in the future would be adversely affected by the subsequent increase in noise, odors, or any other reasonably objectionable condition or activity.

Section 18.1.2 is modified by the following:

Notwithstanding the provisions of Section 18.1.2 or anything contained in this lease to the contrary, in the event that special conditions or circumstances arise that prohibit the cure from fully being effectuated within said thirty (30) day period, Tenant shall have such additional time as necessary to complete the default cure, not to exceed sixty (60) days, provided that the default cure is commenced within said thirty (30) day period and Tenant proceeds to cure such default with diligence.

Section 18.2 is modified by the following:

Notwithstanding the provisions of Section 18.2 or anything contained in this lease to the contrary, in the event that special conditions or circumstances arise that prohibit the cure from fully being effectuated within said thirty (30) day period, Landlord shall have such additional time as necessary to complete the default cure, not to exceed sixty (60) days, provided that the default cure is commenced within said thirty (30) day period and Landlord proceeds to cure such default with diligence. Said sixty (60) day extension period shall not be available for any defaults relating to substantial completion of the initial Landlord construction at the Premises.

Section 20 is modified by the following:

Notwithstanding provisions of Section 20 or anything contained in this lease to the contrary, the Tenant agrees that Landlord owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises arising from any contact with a broker by Tenant.

EXHIBIT E: SPECIAL PROVISIONS

Special Provision 1:

The Landlord and Tenant agree that the lease of the Premises as set forth herein is integrally tied to the lease of an adjacent State Tenant, the Department of Education, Division of Adult Services. The Tenant shall share staff rest rooms, conference rooms and a break room with this adjacent Tenant, who will indenture themselves to the Landlord under separate agreement. It is therefore agreed that in addition to this agreement being subject to approval by the "Long Range Capitol Planning & Utilization Committee" and the "Governor and Executive Council" even if such approvals are given, the entire agreement shall be deemed null and void by the Landlord and the Tenant if the Department of Education, Division of Adult Services lease agreement for adjacent space should fail to gain these same approvals.

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EXHIBIT E: SPECIAL PROVISIONS CONTINUED

Special Provision 2:

Additional payments may be made to the Landlord by the Tenants as unencumbered payments under this agreement for alterations, renovation and modifications to the premises, up to \$1,000 per event, not to exceed a maximum of \$5,000 per year, subject to the mutual agreement of both the Landlord and the Tenant, and without further approval of the Governor and Council for the duration of this lease agreement.

Special Provision 3:

Required property Management: The Landlord shall employ and identify a full time professional property manager or management team. The Landlord shall also provide the Tenant with a 24 hour emergency response telephone number and contact person(s)

Special Provision 4:

Maintenance and repair of broken glass: The Landlord must replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they must notify the Tenants, in writing prior to the close of the business that day, providing an explanation as the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.

Special Provision 5:

Maintenance & Repair of HVAC systems: The Landlord must repair all malfunctioning HVAC (heating ventilation and cooling) systems or parts of the system the same day that they are notified or observe the damage. In the event that the Landlord is unable to facilitate this repair within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, providing an explanation as to the cause for the delay, and the date the deficiencies will be corrected. In this case, the Landlord must provide the Tenant with a "back up" source of HVAC until the deficiency is remedied. The "back up" source of HVAC shall maintain the temperature of the premises within the range specified in "Section 6 Utilities" herein. Notwithstanding the foregoing, provision of a "back up" source of HVAC shall not limit the Tenant's remedies as set forth herein.

Special Provision 6:

The Landlord shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements and any/all property improvements to the Tenant through the Tenant's office of "Facility & Security Operations" (F&SO). Such communication & coordination shall be provided with sufficient advance notice to allow for effective planning and communication from "F&SO" to the affected on-site Tenant management and/or general staff. Dependent on the scope of the project, "FS&O" may require the landlord to provide a graphical "Phase Plan" and/or a written estimated timeline for the project prior to the project's commencement.

Special Provision 7: Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions;

The "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" was reviewed and the Landlord was not on the list (see the attached search results).

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EXHIBIT E: SPECIAL PROVISIONS CONTINUED

Special Provision 8:

Notwithstanding provisions or anything contained in this lease to the contrary, the Landlords obligations under this lease are contingent upon the funding (the "Funding") of the construction loan for the Improvements to the Premises (the "Constructions Loan") as required by Section 10 of this Lease on or before May 15, 2004 (the "Funding Date").

In the event that the Funding does not occur by the Funding Date, the parties agree that the Tenant shall have the right, at its sole option and without liability to the Landlord, to terminate this lease, in which event all obligations hereunder of the parties shall cease.

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4/15/04

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4/13/04

195 MCGREGOR STREET, LLC

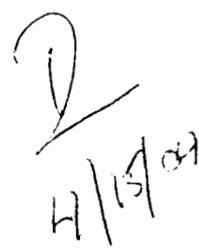
Member's Certificate

The undersigned, being a Member of 195 McGregor Street, LLC, a New Hampshire limited liability company formed on August 29, 2002 and in good standing (the "Company"), hereby certifies to the State of New Hampshire that the Company is a Manager-managed Company, and that the Manager is authorized and empowered to enter into binding contractual arrangements on behalf of the Company in the conduct of its business, including the proposed contract between the Company and the State of New Hampshire. The undersigned further certifies that Arnold J. Cohen is the duly-appointed Manager of the Company.

Dated this 13th day of April, 2004.


Witness


Dahn M. Cohen, Member


4/13/04


4/13/04

EXHIBIT G

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

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STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

**ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE**

Craig R. Benson, Governor
Matthew Sochalski, D.M.D., Chairman
Carol A. Nadeau, Executive Director

EXHIBIT G

Mark Weir, Chair
Richard Cilley, Vice Chair
Cheryl L. Killam, 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: ckillam@gov.state.nh.us
Website: webster.state.nh.us/disability/abcommittee

February 26, 2004

To The Honorable Governor Craig R. Benson and Members of the Executive Council:

REQUESTED ACTION

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Dept. of Education, Division of Adult Learning and Rehabilitation
Location: Mill West, 195 McGregor Street, 1st floor, Manchester, NH 03101
Lessor: Nyane Associates, 300 Bedford Street, Manchester, NH 03101
Term: August 23, 2004 – August 25, 2014 with no extensions

The Architectural Barrier-Free Design Committee respectfully recommends that the subject new lease be approved, with the condition that all plans and construction comply with the NH State Building Code, including the American National Standard Institute "Accessible and Usable Buildings and Facilities" ANSI A117.1-1998, in addition to complying with the Accessibility Guidelines of the Americans with Disabilities Act (ADAAG – 28 CFR Part 36).

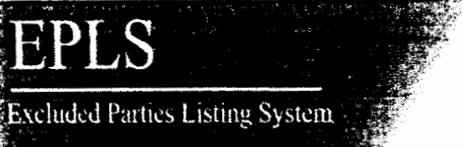
This recommendation is based upon assurances by the leasing agencies' ADA Coordinator this facility will be accessible upon completion of construction.

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:

Mark Weir, Chairperson
clk

cc: Mary Belec - Lease Processor - Administrative Planning & Management
Sharon Deangelis, Administrator, Dept. of Ed., Div. of Adult Learning and Rehabilitation



★ Search Menu - Current Exclusions

- ▶ Name
- ▶ Multiple Names
- ▶ DUNS
- ▶ Agency
- ▶ State/Country
- ▶ Action Dates
- ▶ Termination Dates
- ▶ Exact Name and SSN/TIN

★ Archive Menu - Past Exclusions

- ▶ Name
- ▶ Multiple Names

★ SDN and Blocked Persons List - Terrorist & Drug Trafficking

- ★ Bureau of Industry and Security - BIS
- ▶ Denied Persons List
 - ▶ Entity List

★ View Agency Contacts

- ★ Related Links
- ▶ Debar Maintenance
 - ▶ Administration
 - ▶ Upload Login

★ FAQ

★ Reports Menu

- ▶ Lists Report
- ▶ Supplemental Report
- ▶ Agency Report
- ▶ Supplemental Agency Report
- ▶ State/Country Report
- ▶ Lists Data Report
- ▶ Supplemental Data Report
- ▶ Cause and Treatment Code

★ View Cause and Treatment Code Descriptions

- ▶ Reciprocal Codes
- ▶ Procurement Codes
- ▶ Nonprocurement Codes

★ Contact Information

- ▶ Email: support@epls.gov
- ▶ Phone: 1-866-GSA-EPLS (1-866-472-3757)

Search Results for Parties Excluded

by Exact Name : Nyane Associates Limited Partnership

As of 08-Apr-2004

No records were found matching this criteria.



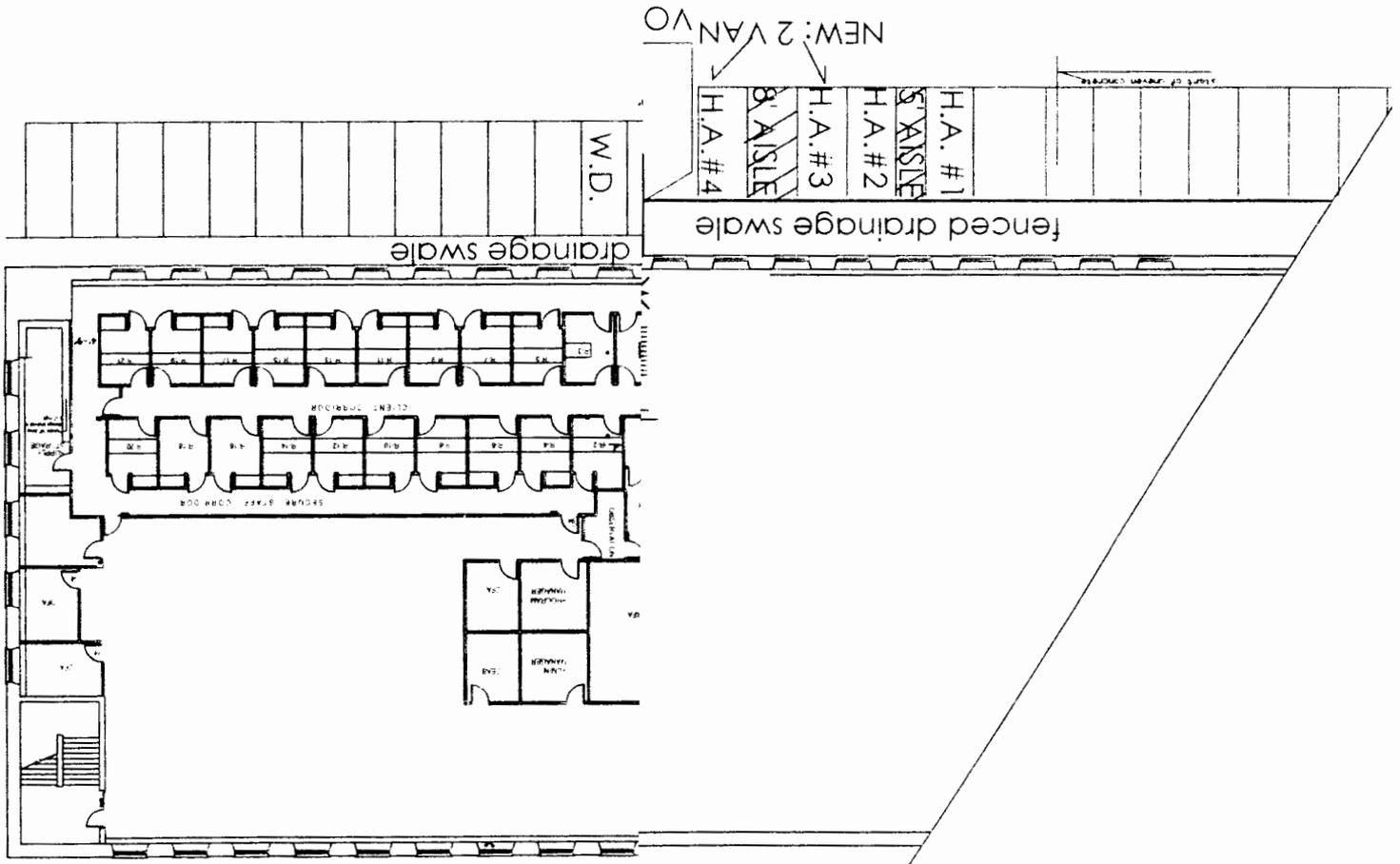
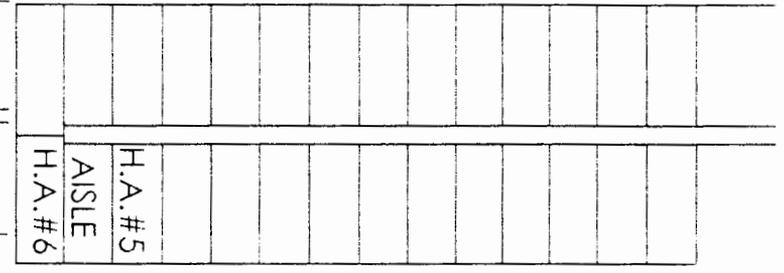
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SIT A PART II: SCHEMATIC PARKING PLAN
 E OF NH RESERVED SPACES AT
 WEST, MANCHESTER NH
 uary 27, 2004 no scale

DIVIDE 115 SPACES IN THIS AREA RESERVED
 STATE OF NH STAFF ONLY
 THIS AREA TO BE USED FOR "OVERLAP"

LOT, FORMERLY RESERVED FOR C.M.C.





ACORD CERTIFICATE OF LIABILITY INSURANCE

OP IDEL
ELBES-1

DATE (MM/DD/YYYY)
04/12/04

PRODUCER Roblin Insurance Agency, Inc. 14 Gould Street Bedfordham MA 02494 Phone: 781-455-0700 Fax: 781-449-8976		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Nyane Associates Limited Partnership and Elbes Associates Jonathan Cohen 300 Bedford St Manchester NH 03101		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Prop & Casualty	
		INSURER B: AIG Companies	
		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. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y630719X4345TIL02	03/15/04	03/15/05	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1000000 \$ 100000 \$ 5000 \$ 1000000 \$ 2000000 \$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" 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	Y810913K318ATIL01	03/15/04	03/15/05	COMBINED SINGLE LIMIT (EA accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1000000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	YSMCUP913K377AIND02	03/15/04	03/15/05	EACH OCCURRENCE AGGREGATE	\$ 10000000 \$ 10000000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC6994563	04/30/03	04/30/04	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 500000 \$ 500000 \$ 500000
A		Property Section	Y630719X4345TIL02	03/15/04	03/15/05	Property	23,175,000.
A		Boiler & Machinery	Y630719X4345TIL02	03/15/04	03/15/05		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The State Of New Hampshire is listed as additional insured.

CERTIFICATE HOLDER

CANCELLATION

STATENH State of New Hampshire Department of Health & Human Services and Dept of Education PO Box 2950 Concord NH 99999	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Peter Koslin</i>
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4/15/04
4/13/04

State of New Hampshire
Department of State

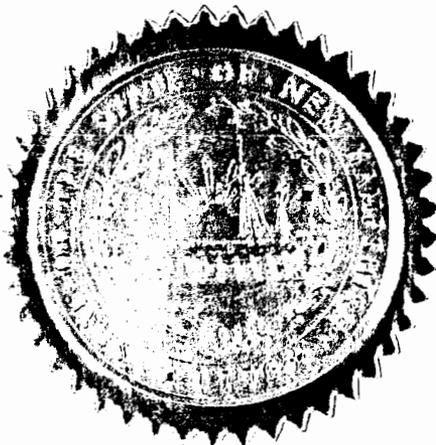
CERTIFICATE OF GOOD STANDING

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NYANE ASSOCIATES is a New Hampshire Limited Partnership formed April 5, 1976. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

IN TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of August, A.D. 2002



William M. Gardner
Secretary of State



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8/23/02

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 8.19.14

Company Name: The Maestro Fund III: Real Estate LLC
Address: PO Box 468
Portsmouth, NH 03802

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed _____

Authorized Signor's Signature [Handwritten Signature]

Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Rockingham STATE: NH ZIP: 03801

On the 19 day of August 2014, personally appeared before me, the above named Katherine W. Fane in his/her capacity as authorized representative of Maestro Fund known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Handwritten Signature]
(Notary Public/Justice of the Peace)

My commission expires: May 23, 2017 (Date)

