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State of New Hampshire
Public Employee Labor Relations Board

Executive Director:

Douglas L. Ingersoll, Esq.

Board Members:

**Andrew Eills, Esq.
James M. O'Mara, Jr.
Carol M. Granfield
Richard J. Laughton, Jr.
Brian Paquette**

April 4, 2022

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

REQUESTED ACTION

1. Authorize the Public Employee Labor Relations Board (PELRB) to enter into a five year lease with NTC Concord Holdings, LLC, 2½ Beacon Street, Concord, New Hampshire, NH (Vendor Code #226394) not to exceed \$234,156.00 for the rental of office and hearing room space comprised of approximately 2,360 square feet located at 2½ Beacon Street in Concord from July 1, 2022 through no later than June 30, 2027 effective upon Governor and Council approval. 100% General Funds.

2. Authorize the PELRB's request for a waiver from and suspension of the Clean Air testing requirement pursuant to RSA 10-B:4, II coterminous with the requested lease approval. This request is made given the absence of a central HVAC system at the 2 ½ Beacon Street property. Note: landlord is required to install a mini-split cooling system in fiscal year 2023 to replace window and floor cooling units, but heat remains forced hot water and ventilation is provided by functioning double hung window units.

Funding for rental payments is available from account #02-73-73-730010-20660000, Public Employee Labor Relations Board (022-500248 Rents, Other than State), contingent upon availability and continued appropriation of funding.

FY 2023	\$ 39,084.00
FY 2024	\$ 48,768.00
FY 2025	\$ 48,768.00
FY 2026	\$ 48,768.00
FY 2027	\$ 48,768.00
Total:	\$234,156.00

Note: In the event landlord has not completed improvements listed in Exhibit C, Part III of the Lease by the first day of any month of Year 1 there is a rent reduction to \$3,157.00 per month, and if such improvements are not complete by the first day of any month of subsequent years there is a rent reduction to \$3,257.00 per month.

April 4, 2022

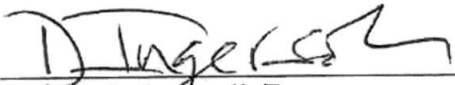
His Excellency, Governor Chris Sununu
and the Honorable Council
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EXPLANATION

The PELRB's current 2 ½ Beacon Street lease was approved by Governor and Council on May 17, 2017, Item #35, and is due to expire on June 30, 2022. DAS Commissioner Charles Arlinghaus approved the PELRB's request for a waiver from the public notice requirement for leased space pursuant to N.H. Admin. Rules, Adm 610.01 (b), Exemptions and Waivers from Public Notice Requirements, on February 4, 2022. A copy of the waiver is included in the PELRB's Lease material.

Approval of the enclosed five year 2½ Beacon Street lease will authorize the PELRB (overview of PELRB jurisdiction is attached) to enter a third five year lease in the same space the PELRB currently occupies. Conditions at the Premises have not changed since the Architectural Barrier-Free Design Committee's (AB Committee) 2017 review of the Premises, and the AB Committee's March 15, 2022 Letter of Opinion does not recommend any renovations at the Premises.

The Office of the Attorney General has reviewed the proposed 2 ½ Beacon Street lease and has provided its approval as to form, content, and execution. On behalf of the PELRB I respectfully request the approval of Governor and Council at its April 20, 2022 meeting.



Douglas L. Ingersoll, Esq.
Executive Director

Enclosure

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

FROM: Karen L. Rantamaki, Director
Department of Administrative Services
Division of Plant and Property

DATE: April 4, 2022

SUBJECT: Attached Lease Agreement
Approval respectfully requested

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

LESSEE: State of New Hampshire, Public Employee Labor Relations Board, 2½ Beacon Street, Concord, NH 03301.

LESSOR: NTC Concord Holdings, LLC, 2½ Beacon Street, Concord, NH 03301.

DESCRIPTION: Approval of the enclosed will authorize a 5-year lease of office and hearing room space for the property located at 2½ Beacon Street, Suite 200, Concord, NH 03301.

TERM: 5 years – commencing July 1, 2022, and ending June 30, 2027.

RENT: Annual rent for the first year is \$39,084.00 after which, rent will increase to \$48,768.00 per year for years 2 – 5. Average rate per square foot for five years is \$19.84. Rates will remain fixed but subject to an agreed upon reduction in monthly rent if there are any delays in completion of scheduled improvements to the premises. Total rent for five years is \$234,156.00.

JANITORIAL: Services will be performed by the tenant per the terms of the lease with an annual estimated cost of \$750.00 per annum.

UTILITIES: Utilities are included in the lease.

TOTAL: \$237,906.00

PUBLIC NOTICE: A waiver was granted because the PELRB already occupies the space and it is in the State's best interest to remain in the space due to move and fit-up costs.


CLEAN AIR PROVISIONS: Testing completed as per initial lease and the PELRB requires no further testing given the absence of a central HVAC system at the location.

BARRIER-FREE DESIGN COMMITTEE: A waiver was granted from the ABFDC process as there were no material changes to the building and the agency already occupies the space, which was previously reviewed for ADA compliance.

OTHER: Approval of the enclosed is recommended.

The enclosed contract complies with the State of New Hampshire, Division of Plant and Property rules and has been reviewed and approved by the Department of Justice.

Approved by: Department of Administrative Services


Karen L. Rantamaki, Director, Plant & Property



State of New Hampshire

Public Employee Labor Relations Board

New Hampshire Public Employee Labor Relations Board
2 ½ Beacon Street, Suite 200, Concord, NH 03301
603 271-2587 • pelrb@nh.gov • www.nh.gov/pelrb



Organizational Chart

Public Employee Labor Relations Board (4 FT Employees)

Nine Member Board Appointed by Governor and Council per RSA 273-A:2

Chairman (1)

Management Members (2)

Labor Members (2)

Alternate Chairpersons (2)

Alternate Management Member (1)

Alternate Labor Member (1)



Executive Director (1 FT)



Staff Attorney II (1 FT)



Executive Secretary (1 FT)



Secretary Typist II (1 FT)

Public Employee Labor Relations Board

This Board was created pursuant to the Public Employee Labor Relations Act (PELRA) in 1975 when some public employees were already engaged in collective bargaining and strikes and work stoppages had become a growing concern. The legislature stated that "*it is the policy of the state to foster harmonious and cooperative relations between public employers and their employees and to protect the public by encouraging the orderly and uninterrupted operation of government.*" The legislature implemented this policy by:

1) Recognizing the right of public employees to organize and be represented for the purpose of bargaining collectively with public employers such as the state, any political subdivision of the state, the university system but not the General Court;

2) Requiring public employers to negotiate in good faith with certified employee representatives and reduce collectively bargained agreements to writing; and

3) Establishing a public employee labor relations board with "broad powers to assist in resolving disputes between governments and its employees."

Central to the PELRB's mission is recognition by constituents as an independent administrative tribunal which administers the state's public sector collective bargaining law in an impartial, fair, and efficient manner. This is achieved by: 1) service of board members with labor experience, board members with management experience, board chairs who represent the public interest, and by the service of a professional and administrative staff; 2) timely processing of the docket, including the issuance of written decisions containing a clear discussion of factual and legal issues as well as the basis for the conclusions reached; and 3) adherence to established practice and procedure.

PELRB Constituency:

- Public sector employees and employers
- Elected officials serving on various boards/commissions
- Local legislative bodies (e.g. town meeting, city council)
- Labor and management representatives
- Attorneys
- General public

Specific Administrative and Adjudicatory functions:

Bargaining Unit Formation and Determination of Representative:

Certification petitions are processed which seek recognition of proposed bargaining units. These may require adjudicatory hearings to resolve bargaining unit composition issues. The certified exclusive representative of appropriate bargaining units is determined through the written majority authorization or secret ballot election process.

Changes to existing bargaining units:

Modification petitions are processed to resolve proposed changes in the composition of previously certified bargaining units and may involve contested adjudicatory hearings.

Representation challenges:

Decertification petitions and challenge petitions are processed which seek to resolve through secret ballot elections questions of representation of existing bargaining units and whether bargaining unit employees wish to continue with statutory collective bargaining through secret ballot elections. Contested adjudicatory hearings may be necessary.

Elections:

Secret ballot elections are conducted by mail or on site at various public employer locations throughout the state to resolve questions of representation of bargaining units.

Unfair Labor Practice Complaints:

Unfair Labor Practice complaints are processed which seek to address alleged violations of RSA 273-A:5, I or II. Pre-hearing conferences and contested adjudicatory proceedings are typically required to determine whether a particular respondent has violated a provision(s) of RSA 273-A:5.

Declaratory Rulings:

Petitions for a declaratory ruling are processed pursuant to Pub 206.01 regarding the specific applicability of any statute within the jurisdiction of the board to enforce, or any rule or order of the board.

Adjudicatory Hearings:

RSA 273-A mandates the conduct of adjudicatory hearing within 45 days of the filing date for unfair labor practice complaints. Representation and other petitions follow a similar time line. The PELRB hearing room is used to conduct public contested hearings on the record. This involves the presentation of evidence by sworn testimony from witnesses, the submission of

exhibits, as well as written and oral argument. These proceedings may involve two to three parties, their representatives, multiple witnesses, observers, and PELRB staff and board members, all filling the hearing room to and beyond capacity. There is no security provided during such proceedings, and existing PELRB space does not allow for secure separation between staff and the public.

Decisions:

The PELRB resolves contested cases with the issuance of comprehensive written decisions which provide the factual and legal basis for the ruling. Per RSA 273-A, decisions on unfair labor practice complaints are to issue within 45 days of the close of the record, usually determined by the date established for the submission of post-hearing briefs. A similar timeline is followed for representation and other petitions. All decisions dating to 1976 are available on the website. Decisions are subject to a PELRB review process pursuant to Pub 205 and final PELRB decisions are subject to appeal to the New Hampshire Supreme Court.

Rulemaking:

The PELRB files rulemaking petitions as necessary to implement the provisions of RSA 273-A. This involves the conduct of related public hearings and proceedings, and the presentation of proposed rule changes to the Joint Legislative Committee on Administrative Rules (JLCAR).

Neutral appointments:

The board maintains a list of neutrals per RSA 273-A:2, V available for employment by the public employers and exclusive representatives/unions in areas such as collective bargaining mediation and fact finding as well as arbitration.

Collective bargaining:

Parties to collective bargaining agreements are required to file their contracts with the PELRB. These agreements are available on this website. PELRB Board members and PELRB staff do not negotiate or approve collective bargaining agreements; that is the statutory responsibility of the public employer, bargaining unit exclusive representatives, and the local legislative body. Parties to the negotiating process are required to bargain in good faith, but this obligation does not mean they are obligated to reach agreement on any particular bargaining proposal. Instead, they must meet at reasonable times and places with the good faith intention to discuss bargaining proposals for the purpose of reaching agreement and finalizing a tentative agreement whose costs are subject to final approval by the local legislative body.

Website development and maintenance:

The board maintains a website which contains comprehensive and current information about applicable laws, rules, procedures, decisions, bargaining unit certifications and collective bargaining agreements. The website serves as a resource frequently used by public employers, public employees, employee organizations, and the public to conduct legal research and learn

more about PELRB procedures, and reduces the amount of time dedicated to staff responses to public inquiries.

Electronic Filing and Docket Maintenance:

The PELRB employs a Microsoft Office 365 based electronic filing and case management system to facilitate efficient management of case files, docket material, and general operations as well as formal filings and the issuance of official communications, orders and decisions, and other official communications.

RSA 273-C:

In 1990 the legislature enacted RSA 273-C and authorized proceedings before the PELRB relating to the right of employees of licensed dog or horse racing track owners to form bargaining units and engage in collective bargaining. This law accounts for a relatively small percentage of PELRB activity.



STATE OF NEW HAMPSHIRE

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

Executive Director:

Douglas L. Ingersoll, Esq.

Board Members:

Andrew Eills, Esq.
James M. O'Mara, Jr.
Carol M. Granfield
Richard J. Laughton, Jr.
Peter Callaghan, Esq. (Alt.)
Glenn Brackett (Alt.)

February 3, 2022

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

I write to request a waiver from the public notice requirement for leased space pursuant to N.H. Admin. Rules, Adm 610.01 (b), Exemptions and Waivers from Public Notice Requirements.

The Public Employee Labor Relations Board (PELRB) has been leasing 2,360 square feet at 2 ½ Beacon Street in Concord since July 1, 2012. The current lease rate is \$15.77/SF under a five year lease ending June 30, 2022. The landlord has agreed to a five year lease with a first year lease rate of \$16.56/SF, and for years 2-5 a lease rate of \$20.66/SF. The effective five year lease rate is \$19.84/SF. The primary reason for the increase in the lease rate is the installation of an HVAC system to cover the 2,360 square feet occupied by the PELRB. Currently the PELRB relies on window and floor cooling units, which create noise levels that are particularly problematic during recorded proceedings, and can require the temporary lowering or shut off of units to reduce background noise to acceptable levels. Additionally, the cooling performance of these units is only fair during stretches of higher summer temperatures.

The 2 ½ Beacon Street property is well-suited to PELRB operations. It is five minutes from I-93 Exit 15 and features ample on-site parking which serves staff, visitors, and other building tenants. It has common area restrooms and a breakroom. The space itself includes a public lobby area, small adjacent private conference rooms for use by legal counsel and parties, and an adequately sized hearing room which can comfortably accommodate 15 people, more if necessary. Additionally, there is appropriate internal division between public areas, staff work stations, and space in which the board can deliberate, an important feature since per RSA 273-A:16, IV, board deliberations are privileged and exempt from the public disclosure provisions of RSA 91-A.

Based on my experience with our last three Requests for Proposals, I can attest that it is difficult to find space with these elements and the other required features in the Concord area. I am also advised that the cost of similarly situated space in the downtown area could be as high as \$24/SF, and higher depending on the cost of build out. There are also relocation transaction costs, such as data relocation/setup and moving expenses. I have briefly consulted with DoIT about such costs,

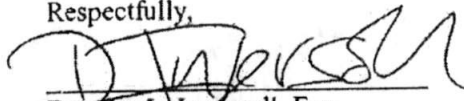
Charles M. Arlinghaus, Commissioner
Department of Administrative Services
February 3, 2022
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and they could range from \$10,000 to \$15,000, more or less. Actual moving expenses will likely range from \$5,000 to \$10,000, depending on the complexity of the move. Other transaction costs include the resources necessary to plan and execute a move, and miscellaneous expenses, such as business cards, signage, web site updates, and notifications. Such expenses are likely in excess of \$1,500. These are, I believe, a fairly conservative estimate of the costs that will be incurred in the event of a relocation.

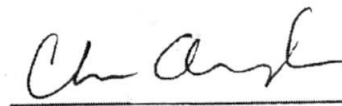
Another factor to consider is the diversion of fairly limited staff resources away from the PELRB's core mission to administer the state's public sector collective bargaining law, which affects municipal, county, city, and state employers and employees. Similar time demands will be placed on other state resources - I recall the significant effort the Bureau of Planning and Management made ten years ago helping my office identify the 2 ½ Beacon Street space as the best option and thereafter working with myself and the landlord to configure the space to meet PELRB operational needs, conform to the Architectural Barrier-Free Design Committee's recommendations, and finalize an appropriate lease agreement.

Based on the foregoing, I am requesting this waiver to avoid the expenditure of time and resources associated with the bidding process, which I anticipate will not yield a more advantageous rental opportunity than the 2 ½ Beacon Street option outlined in this request.

Respectfully,


Douglas L. Ingersoll, Esq.
Executive Director

Approved by:



Charles M. Arlinghaus, Commissioner
Department of Administrative Services

Date: 2-4-22

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

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Landlord Initials: O.C.
Date: 3/25/22

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Landlord Initials: C.O.
Date: 3/28/22

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Landlord Initials: O.C.
Date: 3/28/22

Landlord Initials: O.D.
Date: 3/28/22

ATTACHMENTS REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. Letter of Opinion regarding lease issued by State of New Hampshire "Architectural Barrier-Free Design Committee".
2. Certificate of Insurance issued by landlord's insurance provider documenting provision of coverage required under the lease (section 15).
3. "Vendor Number" assigned to landlord by the Bureau of Purchase and Property; number must be provided prior to lease submittal to Governor and Executive Council.

SUPPLEMENTAL PLANS AND SPECIFICATION REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. "Demise of Premise" floor plan(s): Authorized Landlord and Tenant signature with date of signature required on each.
 - a. Provide plans specifying the extent of the Premises designated for the Tenant's Exclusive use, as well as any "shared" space(s) to which the Tenant shall have use and access, such as shared entrance lobbies, stairs, elevators and rest rooms. Floor plans shall show the location of the demised premises within the building to which it is a part, depiction of the location of the demised premises within the building to which it is a part, depiction of the public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference or reception space.
 - b. In the instance provision of parking is included in the terms of the lease, provide detailed site sketch or detailed description of any parking areas designated for the use of the Tenant during the Term. Illustrate and/or note all parking spaces designated for the Tenant's exclusive use, or shared use in common with others, and/or spaces which may be used by the general public. Specify all parking spaces, access aisles and accessible paths of travel provided for conformance with barrier-free access requirement for the Premises and/or the building to which the Premises is a part.
2. "Design-Build" floor plan(s) and specifications: Authorized Landlord and Tenant signatures with date of signature required on each:
 - a. In the event renovation, new construction or improvements are to be made under the terms of the Lease, provide all final/agreed drawings and specifications describing the work, which shall include but not be limited to:
 - i. Tenant's "Design-Build floor plan(s)"
 - ii. Tenant's "Design-Build Fit-Up Specifications"
3. The documents listed in items 1 & 2 above shall be part of the finding agreement, therefore provide minimum three originals, one each distributed to :
 - a. Tenant
 - b. Landlord
 - c. State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

SUPPLEMENTAL DOCUMENTATION REQUIRED FOR SUBMITTAL FOR FINAL APPROVALS:

1. Office of Secretary of State "Certificate of Good Standing" (CGS): needed by business organizations and trade names. Individuals contracting in their own name do not need a "CGS".
2. Certificate of Vote/Authority (CVA): needed by business entities, municipalities and trade names. Individuals contracting in their own name do not need a "CVA".

Landlord Initials: O.O.
Date: 3/28/22

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 28th day of March, 2022, by the following parties:

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

Name: NTC Concord Holdings, LLC

(individual or corporate name)

State of Incorporation: _____

(if applicable)

Business Address: 2 1/2 Beacon Street

Street Address (principal place of business)

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 225-3200</u>
City	State	Zip	Telephone number

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

Department Name: Public Employee Labor Relations Board

Address: 2 1/2 Beacon Street, Suite 200

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

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-2587</u>
City	State	Zip	Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 2 1/2 Beacon Street, 2nd floor suite 200

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

<u>Concord</u>	<u>NH</u>	<u>03301</u>
City	State	Zip

The demise of the premises consists of: 2,360 Square feet

(provide square footage of the leased space)

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

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

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

Commencing on the 20th day of April, in the year 2022, and ending on the 30th day of June, in the year 2027, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: C.O.
Date: 3/28/22

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 5 year(s) commencing on the 1st day of July, in the year 2022, unless sooner terminated in accordance with the Provisions hereof.

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

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

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

3.5 Conditions on the Commencement and Extension of Term:

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

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (insert month, date and year) July 1, 2022

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

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

5. Conditional Obligation of the State:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any

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other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

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

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

Exceptions: _____

OR:

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

Exceptions: Telecommunications, Data, Internet services, and any video broadcast connectivity shall be the sole responsibility of the Tenant with payment being made directly to the providers of such services. _____

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

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

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

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

Providing space for the business purposes of the Public Employee Labor Relations Board

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

8. Maintenance and Repair by the Landlord:

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

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

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

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

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

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- 8.6 Parking Lot Maintenance:** Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:
- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
 - B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
 - C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.
- 8.7 Site Maintenance:** Landlord shall maintain and provide as follows:
- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
 - B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
 - C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
 - D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.
- 8.8 Heating Ventilation and Air Conditioning (HVAC):** Not applicable - demised premises does not have HVAC. Heat is supplied by baseboard hot water, and air conditioning is currently provided by window units (to be replaced by 3 mini-split condensers and 7 indoor min-split air distributors as stated in Exhibit C, Part III). Windows are functioning double hung units with screens. See special provisions made a part hereto and attached herein as "Exhibit D".
- 8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:**
- Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.
- 8.10 Interior finishes and surfaces:**
- Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.
- 8.11 Janitorial Services:** Provision of janitorial services to the Premises shall be as specified in the "Exhibit B" attached hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.

12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord.
13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
 - 15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
 - 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Hazardous Substances:

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

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

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

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

20.5 Asbestos:

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b)

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above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

20.6 Material Safety Data Sheets (MSDS)

- A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.
- B) At time of occupancy by the Tenant, the Landlord shall provide the Tenant with MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

21. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
22. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
23. **Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

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

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: David Ossoff
Title: Owner
Address: 2 1/2 Beacon Street, Concord, NH 03301 Phone: (978) 764-6902
Email Address: dossoff@outlook.com

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

TENANT'S CONTACT PERSON:

Name: Douglas Ingersoll
Title: Executive Director, Public Employee Labor Relations Board
Address: 2 1/2 Beacon Street, Suite 200, Concord, NH 03301 Phone: (603) 271-2587
Email Address: Douglas.L.Ingersoll@pelrb.nh.gov

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

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

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

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

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

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

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

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

28. Miscellaneous:

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

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

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

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

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

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

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

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

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- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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

TENANT: The State of New Hampshire, acting through its' Department of Public Employee Labor Relations Board

Authorized by: (full name and title) Douglas L. Ingersoll, Esquire, Executive Director

LANDLORD: (full name of corporation, LLC or individual) NTC Concord Holdings, LLC

Authorized by: (full name and title) David H. Ossoff

Signature

Print: David H. Ossoff, Manager
Name & Title

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

OF: New Hampshire COUNTY OF: Merrimack

UPON THIS DATE (insert full date) March 28, 2022, appeared before

me (print full name of notary) Karina A. Lange the undersigned officer personally

appeared (insert Landlord's signature) David H. Ossoff

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

Manager, NTC Concord Holdings LLC

and that as such

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

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

Karina A. Lange

Karina A. Lange
Justice of the Peace - New Hampshire
My Commission expires December 22, 2026

APPROVALS:

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

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

Approval date: 4/4/22

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: O.O.

Date: 3/28/22

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

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: **Rental Schedule:** Insert or attach hereto a schedule documenting all rental payments due during the initial Term and during any extensions to the Term. Specify the annual rent due per year, the resulting approximate cost per square foot, monthly rental payments due, and the total rental cost of the Term. Define and provide methodology for any variable escalation (such as Consumer Price Index escalation) clauses which may be applied towards the annual rent, setting forth the agreed maximum cost per annum and term. The rent due for the Tenant's 2,360 square foot Premises during the rental Term shall be in accordance with the following scheduled of rent:

Five (5) Year Rental Schedule*

Year	Lease Dates	Approx. Sq. Ft. Cost	Monthly Rental	Annual Rent	approx. % increase from prior year
1	July 1, 2022 – June 30, 2023	\$16.56	\$3,257.00*	\$39,084.00*	5%
2	July 1, 2023 – June 30, 2024	\$20.66	\$4,064.00*	\$48,768.00*	24%
3	July 1, 2024 – June 30, 2025	\$20.66	\$4,064.00*	\$48,768.00*	0%
4	July 1, 2025 – June 30, 2026	\$20.66	\$4,064.00*	\$48,768.00*	0%
5	July 1, 2026 – June 30, 2027	\$20.66	\$4,064.00*	\$48,768.00*	0%
Total for Five – year term				\$234,156.00*	

*The Landlord is required to complete, on or before July 1, 2022, certain improvements as set forth in Exhibit C, Part III. In the event this work is not complete by: 1) the first day of any month of Year 1 of this Lease Agreement, then the rent due for such month shall be reduced to \$3,157.00., and 2) the first day of any month of Years 2-5 of this Lease Agreement, then the rent due for such month shall be reduced to \$3,257.00.

Part II: **Additional Costs:** Disclose and specify any additional Tenant costs or payments which are not part of the "rent" set forth in "Part I" above but due and payable under the terms of the Agreement herein. Disclosure to include the dates or time frames such payments are due, and if applicable a "schedule of payments" for any installments to be paid towards the total additional payment. There are no additional costs or payments due or payable to the Landlord under the terms of the Agreement.

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EXHIBIT B

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

Responsibility for provision of Janitorial Services in the Premises shall be shared and delegated between the Landlord and Tenant as follows:

1. The Landlord shall be solely responsible for provision of janitorial services in all common areas of the Premises, which include but are not limited to the stairwells, entrances, elevator, lobbies, common area break room and common area public rest rooms.
 - a. Provision of janitorial services shall include timely supply of all consumable goods in the rest room and break room such as soap, paper towels and toilet paper.
 - b. Common area Break room and Rest Rooms and shall be maintained in a clean sanitary manner, at least two (2) times per week, they shall be thoroughly cleaned in conformance with the following:
 - i. Toilets and sinks shall be scrubbed;
 - ii. Mirrors shall be cleaned;
 - iii. Resilient floors shall be washed and carpeted floors shall be vacuumed; and
 - iv. All trash shall be collected and disposed of.
 - c. The Common area entrances, lobbies and corridors shall be maintained in a manner which presents a neat and orderly appearance:
 - i. They shall be vacuumed at least two (2) times per week; and
 - ii. All trash shall be collected and disposed of.
2. The Tenant shall be solely responsible for provision of janitorial services in their demised Premises, including but not limited to cleaning and providing supplies for their staff rest room. The Tenant or their janitorial services provider shall be responsible to provide the following services:
 - i. Toilet and sink shall be scrubbed;
 - ii. Consumable goods such as soap, paper towels and toilet paper shall be re-stocked;
 - iii. Mirrors shall be cleaned;
 - iv. Resilient floors shall be washed and carpeted floors shall be vacuumed; and
 - v. All trash shall be collected and disposed of.
3. The Landlord shall allow the Tenant or the Tenant's janitorial service provider to deposit their bagged office rubbish into the onsite dumpster the Landlord provides and maintains for such use, which is shared in common with other tenants in the building of which the Premises are a part.

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EXHIBIT C

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

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements, Recycling, and Energy Conservation follow:

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

The AB Committee did not recommend any renovations at the Premises.

Part II Air Testing Requirements – No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in accordance with the requirements of the Agreement herein.

The Tenant shall request authority to suspend "Clean Air" testing from the State of NH Governor and Executive Council concurrent with authorization of the Agreement herein. Application for this waiver is based upon the following statutory provision:

RSA 10-B:4 Exceptions II. The Governor and council, upon recommendation by the director of plant and property management or other state agency authorized to build, acquire, or lease office space, may suspend the enforcement of all or part of this chapter or any rule adopted under it upon finding that an emergency or hardship exists which makes compliance with the provisions of this chapter unreasonable.

The Tenant asserts an unreasonable fiscal hardship would be imposed by requiring the Premises to confirm to "Clean Air" testing requirements, for the testing criteria are largely predicated on assumption of an existent central air heating, air conditioning and ventilation system (HVAC); the proposed Premises does not, however, have such a system, alternatively it is currently provided with perimeter heat registers, seasonal window AC units, and passive ventilation from operable windows. Landlord has agreed to complete improvements consisting of the installation of 3 mini-split condensers and 7 indoor mini-split air distributors, as set forth in Exhibit C, Part III, to replace window and floor AC units throughout the space. Heating will continue to be supplied by the existing hydronic baseboard system, and large double hung windows with screens will remain operational for ventilation. It is not fiscally viable to provide a new and comprehensive central HVAC system for the Premises. The Agency has leased space in this building since July 1, 2012. In making this request the Agency knows of no past or present complaints regarding air quality in this building

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

On or before July 1, 2022, Landlord will complete, at Landlord's expense, improvements consisting of the installation of 3 mini-split condensers and 7 indoor mini-split air distributors, as per the specification/scope of work documents the Landlord obtained from Eckhardt & Johnson dated December 17, 2021, with additional electrical work specifications provided by Chad Carigna/Angwin Electric in email dated through December

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27, 2021, to serve as replacements for the window and floor AC units used for cooling since July 1, 2012. Heating will continue to be supplied by the existing hydronic baseboard system, and large double hung windows with screens will remain operational for ventilation.

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

The Tenant shall recycle all waste products for which markets are available by participating in the Landlord's existing (which shall be maintained throughout the term) recycling program. The Tenant shall bring their recyclable products to the Landlord's collection bins and deposit products into the appropriate designated collection containers. The Landlord shall convey the collected products to a recycling collection site. The Tenant shall provide detailed reports regarding their volume of recycled items to the State of New Hampshire Director of Plant of Property in accordance with applicable law and rule.

Part V **Energy Conservation:** The extent to which a landlord can share information on the facility's energy consumption shall be documented below. When possible, the landlord shall share information such as energy audit results, energy scores, and monthly energy invoices.

N/A

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EXHIBIT D
SPECIAL PROVISIONS

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

Modifications of Standard Provisions:

The standard provisions of Section 8.8 "Heating Ventilation and Air Conditioning (HVAC)" are deleted, replaced as follows:

8.8 Heating and Air Conditioning (HVAC): The baseboard hot water heating system and air conditioning units in the Premises shall be maintained regularly and with due diligence in accordance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All air conditioner filters shall be replaced on a semi-annual basis; and shall use the greatest degree of particulate filtration feasible. The Landlord shall keep a written record of the dates the required semi-annual filter maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any heating or air conditioning component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold. The foregoing shall also apply, as applicable, once the Landlord completes the improvements set forth in Exhibit C, Part III.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2022

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Vivian Pinette PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED NTC Concord Holdings LLC 2 1/2 Beacon Street Concord NH 03301	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 21-22 GL & UMB**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			NN1330813	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			AN1249590	10/31/2021	10/31/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**For Informational Purposes Only
Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



New Hampshire Governor's Commission on Disability

Christopher T. Sununu, Governor
Paul Van Blarigan, Chair
Charles J. Saia, Executive Director

To: State of New Hampshire Public Employee Labor Relations Board
From: Architectural Barrier Free Design Committee
Date: March 15, 2022
Re: **CONDITIONAL LETTER OF OPINION**
Pursuant to the New Hampshire Code of Administrative Rules, ADM 610.16 (e) (3)

Premises: 2 ½ Beacon St., Suite 200, Concord, NH 03301, and as more particularly described in the State of NH, DAS, Bureau of Planning & Management, Standard lease Agreement

Effective Date: 5 Years; July 1, 2022 through June 30, 2027, unless sooner terminated in accordance with the Lease Provisions

Lessee: The State of New Hampshire acting by and through its Executive Director of Public Employee Labor Relations Board

Lessor: NTC Concord Holdings, LLC., 2 ½ Beacon St., Concord, NH 03301

In accordance with the New Hampshire Code of Administrative Rules, codified in Adm. 610.16 (e) (3), the Governor's Commission on Disability's (GCD) Architectural Barrier Free-Design Committee (ABFDC) has opined that the location referenced above and referred to herein, meets or will meet barrier free requirements, subject to the completion of the conditions listed below. The subject lease was reviewed during the ABFDC's **March 15, 2022** meeting. The ABFDC shall provide a final letter of opinion during the next viable meeting when a quorum is present.

This Letter of Opinion, pursuant to ADM 610.16 (e) (3); The Administrative Rules of the Department of Administrative Services; is issued with the following conditions, if any, as referenced in EXHIBIT A and EXHIBIT B, and is subject to the limitations stated herein.

Upon completion, all renovations specified in the Lease agreement any supportive Design-Build Specifications and drawings or sketches; including but not limited to EXHIBIT B, and parking schematics; demonstrated at the ABFDC meeting on **March 15, 2022**, must comply with the provisions set forth in this letter and with the applicable New Hampshire Code for Barrier-Free Design. Although no comment or opinion is expressed regarding the New Hampshire State Building Code and the New Hampshire State Fire Code, and/or any other code; it is highly recommended, when applicable, relevant documentation be submitted to the local or State authority having jurisdiction, for any necessary approvals.

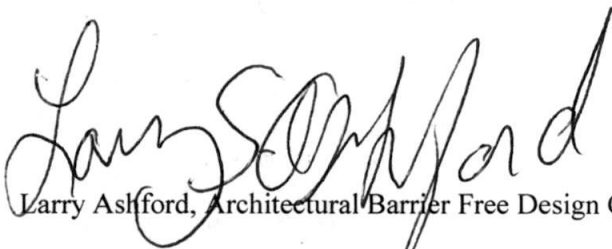
The Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee cannot survey all State of New Hampshire leased properties for compliance with the New Hampshire Code for Barrier Free Design or for compliance with the conditions stated in this Letter of Opinion. However, as a safeguard for the State of New Hampshire, for the citizens of New Hampshire, and to ensure access for persons with disabilities; random site visits may be performed on an as needed basis for compliance regarding accessibility.

A representative for the Lessee or a designee of the Lessee must provide to the Governor's Commission on Disability proof of completion via photographs, invoices, or as outlined above, or as outlined in the exhibits, for the items listed therein, and shall certify to the Governor's Commission on Disability that the conditions outlined herein and as set forth in the Lease Agreement and related attachments have been satisfied. Should the Lessee not comply with the provisions of the Code for Barrier Free Design or the accessibility standards, or default on the completion of conditions; the Lessee, will rectify immediately after due notification by the Governor's Commission on Disability or the Architectural Barrier Free Design Committee.

The Lessee, a representative for the Lessee, or a designee for the Lessee agrees that should the term of the proposed lease be extended, the Lessee will contact and state to the Governor's Commission on Disability that there have been no material changes to the property, and that all conditions issued by the Architectural Barrier Free Design Committee, have been complied with. If the Lessee is not able to render such a statement or if any of the previously issued conditions have not been met, then the extension to the lease may need to be presented to the Governor's Commission on Disability for review and recommendation.

This Letter of Opinion is based upon a review of all provided documentation regarding the premises, and this Letter of Opinion is based on the assurances of the Lessee for compliance therein. Future review of existing and new documentation, as well as, future physical site visits may be conducted at the discretion of the Governor's Commission on Disability and/or the Architectural Barrier Free Design Committee.

Respectfully submitted by the **Architectural Barrier Free Design Committee** on this 15th day of **March, 2022.**



Larry Ashford, Architectural Barrier Free Design Committee Member

Cc: Eric Brand, ABFDC Chair
Charles J. Saia, GCD Executive Director

EXHIBIT A - CONDITIONS:

1. At the discretion of the Governor's Commission on Disability, a site visit may be performed to review for accessibility and report as needed to the Architectural Barrier Free Design Committee. Site Visit will be scheduled with the Lessee at a mutually agreed upon date and time. If any deficiencies are identified, the Lessee agrees to work with the Governor's Commission on Disability to come up with an agreed-upon remedy. If disagreement exists, the Lessee may need to appear before the committee for final determination.
2. Lessee will fully complete and submit a current and GCD-approved ADA Checklist for Existing Facilities with photographs and applicable documentation every (10) ten years (from the date of the most recent checklist) if lease is renewed, extended, amended, newly executed, or if construction or renovations are undertaken in any manner. On a case-by-case basis, and at the discretion of the Governor's Commission on Disability, Lessee may postpone completion of the ADA Checklist for Existing Facilities.

EXHIBIT B

NONE

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 NTC CONCORD HOLDINGS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 20, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **660780**

Certificate Number: **0005671742**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of February A.D. 2022.

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

William M. Gardner
Secretary of State

NTC CONCORD HOLDINGS, LLC

MANAGER'S CERTIFICATE OF AUTHORITY AND RESOLUTION

The undersigned, being the duly elected, qualified and acting Manager of the above-named limited liability company (the "Company") HEREBY CERTIFIES as follows:

That with respect to the Certificate of Incumbency and Member Consent, incorporated by reference and attached hereto, and with respect to entering into a lease with the State of New Hampshire, Public Employee Labor Relations Board ("PELRB") for a portion of the premises at 2½ Beacon Street, Concord, NH (the "Premises"), it is authorized and resolved as follows:

RESOLVED: 1) The Company is authorized to do all that is necessary to enter into a lease for the Premises, with PELRB.

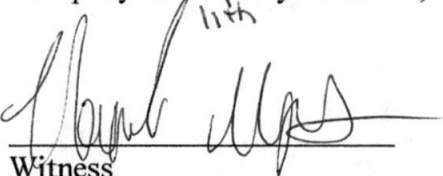
2) The Manager is fully authorized to agree to all terms, execute all documents, and otherwise do all that is necessary on behalf of the Company, with respect to the lease of the Premises, upon all such terms as he may in his discretion determine.

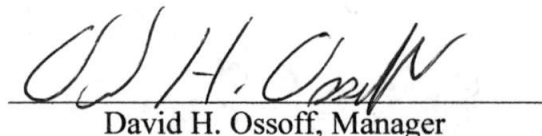
The undersigned hereby further certifies and attests as follows:

3) That all action required to be taken by the Company in order to engage in the transactions discussed herein has been taken; and

4) That there presently exists no litigation or proceeding, whether pending or threatened in writing, against the Company which, if determined adversely to the Company, could in any way jeopardize or challenge the transaction and actions which are the subject of this Certificate and the foregoing Resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this Company this 9th day of March, 2022.

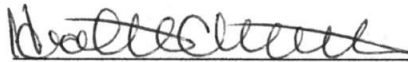

Witness


David H. Ossoff, Manager

STATE OF NEW HAMPSHIRE
COUNTY OF Memrock

^{11th}
March 9, 2022

Then personally appeared the above named David H. Ossoff, being the duly authorized Manager of NTC Concord Holdings, LLC, satisfactorily proven to be the same, and acknowledged the foregoing to be his free act and deed for the purposes stated therein. Before me,



Justice of the Peace/Notary Public

My Commission Expires: June 16th, 2026



NTC CONCORD HOLDINGS, LLC

CERTIFICATE OF INCUMBENCY AND MEMBER CONSENT

NOW COMES DAVID H. OSSOFF, who with respect to NTC Concord Holdings, LLC (the "Company") states and certifies as follows:

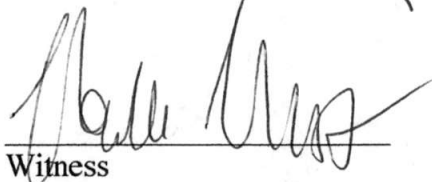
1. The Certificate of Formation for the Company was filed October 20, 2011, and the Company remains in good standing. With respect to the membership and management, respectively.

2. I am the sole Member of the Company.

3. I am the sole Manager of the Company, and as Manager, I have sole discretion to make all decisions, and sole power to bind the Company with third parties.

4. As Member, I have consented to the entering into a lease with the State of New Hampshire, Public Employee Labor Relations Board, for a portion of 2 ½ Beacon Street, Concord, NH in accordance with the Manager's Certificate, attached and incorporated.

Executed by me this ^{11th} 9th day of March, 2022.

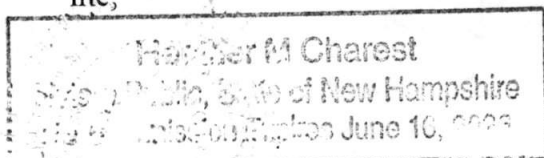

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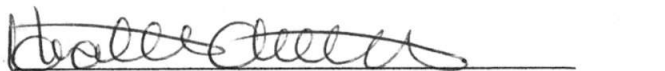

David H. Ossoff, Member

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

March 11th
March 9, 2022

Then personally appeared the above named David H. Ossoff, being the duly authorized Member of NTC Concord Holdings, LLC, satisfactorily proven to be the same, and acknowledged the foregoing to be his free act and deed for the purposes stated therein. Before me,




Justice of the Peace/Notary Public
My Commission Expires: June 10th, 2023

NTC CONCORD HOLDINGS, LLC

Workers Compensation Insurance

As Member, I certify that NTC Concord Holdings, LLC has no employees and Workers Compensation coverage is not applicable.

Executed by me this ^{11th} 9th day of March, 2022.

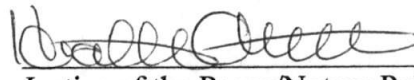

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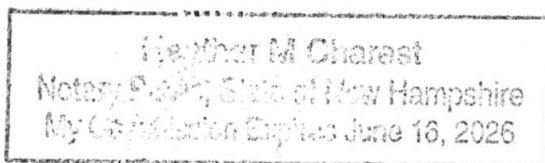

David H. Ossoff, Member

STATE OF NEW HAMPSHIRE
COUNTY OF Memmuck

^{11th}
March 9, 2022

Then personally appeared the above named David H. Ossoff, being the duly authorized Member of NTC Concord Holdings, LLC, satisfactorily proven to be the same, and acknowledged the foregoing to be his free act and deed for the purposes stated therein. Before me,


Justice of the Peace/Notary Public
My Commission Expires: June 16th, 2026



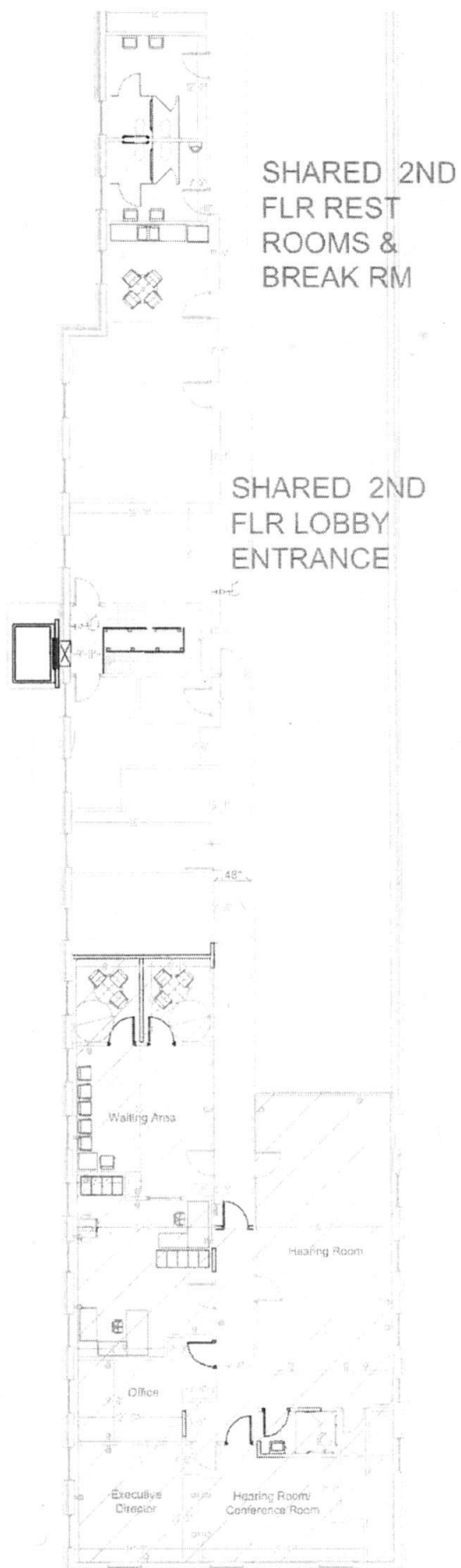


EXHIBIT A: Demised Premises
shown in hatched area
2nd FLOOR 2 1/2 BEACON ST.

OLY/PELRB 3-28-22
C. W. H. Clark
Manager
3/28/22