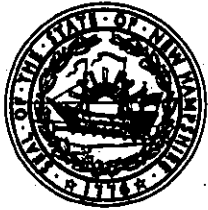


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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 271-2411 Fax: 271-2629

September 4, 2018

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources (Department) to enter into a **SOLE SOURCE** lease amendment with Gerald P. McCarthy Properties (VC #174409) of West Wareham, Massachusetts, for 21,000 square feet of building space reduced from the current space occupancy of 29,564 square feet located at 172 Pembroke Road in Concord, New Hampshire by: (1) extending the lease end date to September 30, 2020 from the previous lease end date of September 30, 2018; and (2) increasing the total lease payments by \$459,900 for the cumulative 10 year period from \$2,472,941.67 to \$2,932,841.67 which includes a reduction in lease expense of \$160,984 over the next two years. The original 7-year Lease Agreement was approved by Governor and Executive Council (G&C) on September 22, 2010, Item #114B, and subsequent lease amendments were approved by Governor and Executive Council on November 17, 2010, Item #98 and September 13, 2017, Item #51. **100% General Fund**

Funding is available as follows:

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>
03-35-35-350010-34000000			
Administration - Support	\$172,462.50	\$229,950.00	\$57,487.50
022-500248 Rents--Leases Other Than State			

**EXPLANATION**

In September 2010, the Governor and Executive Council approved a 7-year Lease Agreement with McCarthy Properties for the period of October 1, 2010 through September 30, 2017. In July 2016, the Department began preparations to submit a Request for Proposal (RFP) in order to seek possible relocation through the normal bid requirement process for agency lease space pursuant to Administrative Rule 610 Agency Leases. It was anticipated that the process would be completed prior to September 30, 2017 and the Department would thus, have a new lease agreement in place prior to expiration of the current lease. However, due to the reorganization of the Department of Resources and Economic Development which took effect July 1, 2017, the RFP process was delayed until the Department could determine what requirements would be necessary moving forward. For that reason, the Department sought a 12-month extension of the current lease term.

During the 12 month extension period, we received interest by 3 property companies to seek a lease agreement with us for occupancy by the department. However, in one instance, the property owner sold the property before we could pursue a formal agreement with them. In the second instance, the property owner sold a portion of the space they had available for lease thus reducing the amount of available space at that location we needed for occupancy. In the third instance, the property owner declined to pursue an agreement with us due to the length of time needed for the process. Although we may also have been able to pursue an agreement with our current landlord, due to the continued shared occupancy in our current

location by the Department of Business and Economic Affairs and uncertainty of when they will be relocating combined with the need to start the RFP process again or seek capital funding needed to build new space, we are seeking an extension at this time to continue occupancy of our current location.

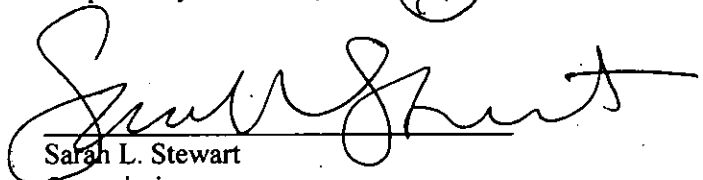
This lease extension reflects a reduction in the amount of occupied space for the department from 29,564 square feet to 21,000 square feet which thus, includes a corresponding cumulative decrease in lease expenditures of \$160,984 for the two year period.

As our current lease will expire on September 30, 2018, we are requesting a 24-month extension while we seek a new lease agreement for the Department. The rent rate will remain the same during the extension period.

The Attorney General's Office has approved this lease amendment as to form, substance and execution.

Respectfully submitted,

(cn)



Sarah L. Stewart  
Commissioner



AMENDMENT

This Agreement (the "Amendment") is dated Sept 6, 2018 and is by and between the State of New Hampshire acting by and through the Department of Natural and Cultural Resources, (the "Tenant") and Gerald P. McCarthy Properties (the "Landlord"), PO Box 100, West Wareham, MA 02575.

Whereas, pursuant to the current Lease Agreement (hereinafter called the "Agreement") for 29,564 square feet of space (the "Premises") located at 172 Pembroke Road in Concord, New Hampshire for which a 7-year agreement was approved by G&C on September 22, 2010 (Item #114B); ); an amendment was approved by G&C on November 17, 2010 (Item #98); and an amendment was approved by G&C on September 13, 2017 (Item #51), the Landlord agreed to lease certain premises upon the terms and conditions specified in the current Agreement and in consideration of payment by the Tenant of certain sums specified therein; and

Whereas, the Tenant requires additional time in order to relocate to a new space or to seek approval of capital funding to build new space; and

Whereas, the current Agreement will expire well in advance of the aforementioned timeframe; and

Whereas, Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent and occupancy at the Premises and the Landlord is agreeable to providing such delay;

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

1. Section 1.3 The Lessee(who is hereinafter Referred to as the "Tenant") IS: the State of New Hampshire, ACTING BY AND THROUGH ITS Director or Commissioner of:  
**Department Name: Department of Resources and Economic Development,** is hereby amended to **Department of Natural and Cultural Resources.**

2. Section **2. Demise of the Premises:**

The square footage is amended to be 21,000 SF and the following language is added.

Exhibit A is amended for the term as depicted in the attached amended Exhibit A. A floor plan depicting the premises and delineating the extent of the leased space, shall be agreed to by signature of Landlord and Agency, and is incorporated by reference herein. Said floor plan shall be on file at Bureau of Planning Management.

2. Section **3.1 Effective Date** is hereby amended to read:

**The effective date of the Agreement shall be:** Commencing on the 1<sup>st</sup> day of October, in the year 2010, and ending on the 30<sup>th</sup> day of September, in the year 2020, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: GM  
Date: 8/30/18

3. Section **3.2 Occupancy Term** is hereby amended to read:

Occupancy of the Premises and commencement of rental payments shall be for a term (hereinafter called the "Term") of ten (10) year(s) commencing on the 1<sup>st</sup> day of October, in the year 2010, unless sooner terminated in accordance with the Provisions hereof.

Exhibit B is replaced for the amended term with the amended Exhibit B attached.

(A) During the amended term, at the states sole discretion, Parties hereto may enter into a new lease. If such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, this Amendment shall terminate upon the same date set for commencement of the new lease and be replaced by the new terms and conditions.

4. Section **5. Conditional Obligation of the State** is hereby amended to read:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned or other facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (60) days written notice to the Landlord of its intention to terminate the Lease in whole or in part. Whenever the Tenant decides to terminate the Lease in whole or in part under this Section, the Tenant shall vacate all or part of the Premises within a sixty (60) day period. The Lease to the portion of the Premises vacated shall thenceforth 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.

5. **Exhibit E following "Insurance:"** is hereby amended to read:

During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: Comprehensive General Liability coverage against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate; with coverage of Excess Liability of not less than five million (\$5,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH 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

Landlord Initials: GAN  
Date: 8/30/11



certificates of insurance for all insurance required under this Agreement (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

**EFFECTIVE DATE OF THE AMENDMENT:** This Amendment shall be effective upon its approval by the Governor and Executive Council of the State of New Hampshire through September 30, 2020. If approval is withheld, this Amendment shall become null and void, with no further obligation or recourse to either party.

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

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS)

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

**FOR THE TENANT:**

**Department of Natural and Cultural Resources**

*Sarah L. Stewart*

Sarah L. Stewart, Commissioner

*9/6/18*

Date

**FOR THE LANDLORD:**

**Gerald P. McCarthy Properties**

*Gerald P. McCarthy*

Gerald P. McCarthy, Owner

*8/30/18*

Date

STATE OF *Florida*  
COUNTY OF *Collier*

On this the 30<sup>th</sup> day of August, before me Talia Campos, the undersigned officer, personally appeared GERALD P. MCCARTHY, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set me hand and official seal.

*Talia Campos*

Notary Public

My Commission Expires:



***Approved as to Form, Substance and Execution:***

*Dianne Martin*

Dianne Martin  
Senior Asst. Attorney General

*9/7/18*

Date

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

Item # \_\_\_\_\_ on \_\_\_\_\_, 2018

Landlord Initials: *GPM*  
Date: *8/30/18*



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

**EXHIBIT A  
DEMISE OF TENANT PREMISES**

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

The demise of the current Premises, which is approximately 29,564, shall be decreased by 8,564 square feet. The resulting overall demise of Premises shall be 21,000 square feet.

The revised floor plan titled "Exhibit A, Demise of Tenant Premises" for the layout of the existing space and the location, herein, shall be on file at Bureau of Planning Management

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

The Tenant and their visitors or invitees shall have the right to use in common with others parking spaces provided in the paved parking lot (providing approximately 140 spaces) located next to the building to which the Premises are a part.

**EXHIBIT B**  
**REVISED SCHEDULE OF PAYMENTS**

**Part I: Rental Schedule:** *Insert or attach hereto a schedule documenting all rental payments due.*

Year	Lease Anniversary Dates	Approx Sq. Ft Cost	Sq. Ft. Demise	Monthly Rent	Total Rent	Approx. Sq. Ft. % Increase Per Year
1a	October 1, 2010 – December 31, 2010	\$9.75	25,700	\$20,881.25	\$67,031.25	-2%
1b	January 1, 2011 – September 30, 2011	\$10.50	29,564	\$25,868.50	\$232,816.50	7.50%
2	October 1, 2011 – September 30, 2012	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
3	October 1, 2012 – September 30, 2013	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
4	October 1, 2013 – September 30, 2014	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
5	October 1, 2014 – September 30, 2015	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
6	October 1, 2015 – September 30, 2016	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
7	October 1, 2016 – September 30, 2017	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
<b>Total for Seven-Year Term:</b>					<b>\$2,162,499.75</b>	
<b>Amendment 2017</b>		<b>One Year Amendment</b>				
8	October 1, 2017 - September 30, 2018	\$10.50	29,564	\$25,868.50	\$310,441.92	0%
<b>Total for One-Year Term:</b>					<b>\$310,441.92</b>	
<b>Total for Eight-Year Term:</b>					<b>\$2,472,941.67</b>	
<b>Amendment 2018</b>		<b>Two Year Amendment</b>				
9	October 1, 2018 - September 30, 2019	\$10.95	21,000	\$19,162.50	\$229,950.00	-4.25%
10	October 1, 2019 - September 30, 2020	\$10.95	21,000	\$19,162.50	\$229,950.00	0%
<b>Total for Two-Year Term:</b>					<b>\$459,900.00</b>	
<b>Total for Ten-Year Term:</b>					<b>\$2,932,841.67</b>	

# State of New Hampshire

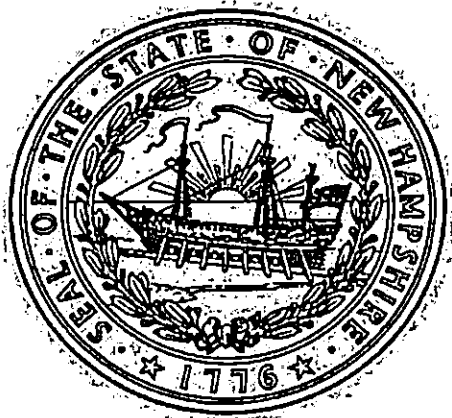
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GERALD P. MCCARTHY PROPERTIES is a New Hampshire Trade Name registered to transact business in New Hampshire on April 03, 1987. 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: 112413

Certificate Number : 0004170179



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of August A.D. 2018.

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

William M. Gardner

Secretary of State

**Sole Owner/Proprietor Certification of Authority**

I, **Gerald McCarthy**, hereby certify that I am the Sole Owner / Proprietor  
(Name)

of **McCarthy Properties** which is registered in good standing with the Secretary  
(Name of Business)

of State. I certify that I am the sole owner / proprietor of my business.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

**DATED:** August 30, 2018

**ATTEST:** Gerald M. McCarthy owner  
(Name and Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2018

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Jennifer Kokolis	
	<b>PHONE (A/C, No, Ext):</b> (603) 669-3218	<b>FAX (A/C, No):</b> (603) 645-4331
<b>E-MAIL ADDRESS:</b> jkokolis@crossagency.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Tri-State Ins Co of Minnesota		31003
<b>INSURER B:</b> Acadia Ins Co.		31325
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 18/19 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			ADV5254490-12	4/25/2018	4/25/2019	EACH OCCURRENCE \$ 2,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									PERSONAL & ADV INJURY \$ 2,000,000
	OTHER:						GENERAL AGGREGATE \$ 4,000,000			
							PRODUCTS - COMP/OP AGG \$ 4,000,000			
							Cyber Cov. Aggregate \$ 100,000			
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
							\$			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUA5254491-12	4/25/2018	4/25/2019	EACH OCCURRENCE \$ 4,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR								AGGREGATE \$ 4,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$			
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$			
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A						E.L. EACH ACCIDENT \$			
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)  
RE: Lease Renewal

<b>CERTIFICATE HOLDER</b>  DNCR 172 Pembroke Rd. Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  R Kittle, LPCS, CLCS/ <i>Robin Kittle</i>

RECEIVED

AUG 31 2018



# CERTIFICATE OF LIABILITY INSURANCE

GERAL-5

OP ID: SL

DATE (MM/DD/YYYY)  
08/29/2018

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

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

<b>PRODUCER</b> Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Chris McPhall	Phone: 603-424-9901 Fax: 866-848-1223	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gerald P. McCarthy dba Gerald P. McCarthy Properties P O Box 100 West Wareham, MA 02576	<b>INSURER A: AMGuard</b>	
	<b>INSURER B:</b> _____	
	<b>INSURER C:</b> _____	
	<b>INSURER D:</b> _____	
	<b>INSURER E:</b> _____	
	<b>INSURER F:</b> _____	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			GEWC978424	05/31/2018	05/31/2019	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
 Gerald P McCarthy is excluded from the Workers Compensation coverages.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Department of Natural and Cultural Resources  
 172 Pembroke Road  
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

*Stephanie Lamore*

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STATE OF NEW HAMPSHIRE  
DEPARTMENT of NATURAL and CULTURAL RESOURCES  
OFFICE OF THE COMMISSIONER

172 Pembroke Road Concord, New Hampshire 03301  
Phone: 271-2411 Fax: 271-2629

August 24, 2017

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

**REQUESTED ACTION**

Authorize the Department of Natural and Cultural Resources (Department) to enter into a **SOLE SOURCE** lease amendment with Gerald P. McCarthy Properties (VC #174409) of West Wareham, Massachusetts, for 29,564 square feet of building space located at 172 Pembroke Road in Concord, New Hampshire by: (1) extending the lease end date to September 30, 2018 from the original lease end date of September 30, 2017; and (2) increasing the total lease payment by \$310,441.92 from \$2,162,499.75 to \$2,472,941.67. The original 7-year Lease Agreement was approved by Governor and Executive Council on September 22, 2010, Item #114B, and a subsequent lease amendment was approved by Governor and Executive Council on November 17, 2010, Item #98. **86% General Fund, 14% Federal Funds**

Funding is available as follows:

	<u>FY 2018</u>	<u>FY 2019</u>
03-35-35-350010-34000000 Administration - Support		
022-500248 Rents-Leases Other Than State	\$201,108.69	\$67,036.23
03-22-22-220510-14530000 Office of Workforce Opportunity		
022-500248 Rents-Leases Other Than State	<u>\$31,722.75</u>	<u>\$10,574.25</u>
	<b>\$232,831.44</b>	<b>\$77,610.48</b>

**EXPLANATION**

In September 2010, the Governor and Executive Council approved a 7-year Lease Agreement with McCarthy Properties for the period of October 1, 2010 through September 30, 2017. In July 2016, the Department began preparations to submit a Request for Proposal (RFP) in order to seek possible relocation through the normal bid requirement process for agency lease space pursuant to Administrative Rule 610 Agency Leases. It was anticipated that the process would be completed prior to September 30, 2017 and the Department would thus, have a new lease agreement in place prior to expiration of the current lease.

Based on a reorganization of the Department as outlined during the Governor's budget phase, and the possibility that the Department might be separated and vacate this location, we delayed pursuit of the RFP process for an agency lease until we could determine what requirements would be necessary to craft an RFP suitable for the size of the Department moving forward.

As of July 1, 2017 (Fiscal Year 2018), the Department of Resources and Economic Development is now organized as two separate departments: (1) the Department of Natural and Cultural Resources (DNCR)



consisting of the Division of Parks and Recreation, the Division of Forests and Lands, and the former Department of Cultural Resources, along with its commissioner's office and administrative support elements; and (2) the Department of Business and Economic Affairs (DBEA) consisting of the Division of Economic Development and the Division of Travel and Tourism Development, along with its commissioner's office and administrative support elements.

As our current lease will expire on September 30, 2017, we are requesting a 12-month extension while we seek a new lease agreement for the new Department. The rent rate will remain the same during the extension period.

Additionally, as the two departments will continue to share the occupied space under the same conditions as previously established as part of the agreement, a portion of the lease expense will be paid for from the Department of Business and Economic Affairs Office of Workforce Opportunity via a Memorandum of Agreement between the two departments.

The Attorney General's Office has approved this lease amendment as to form, substance and execution.

Respectfully submitted,

  
\_\_\_\_\_  
Jeffrey J. Rose  
Commissioner

(2)

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

**FROM:** Gail L. Rucker, Administrator II  
Department of Administrative Services  
Bureau of Planning and Management

**DATE:** August 10, 2017

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

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

**LESSEE:** Department of Natural and Cultural Resources, 172 Pembroke, Concord NH

**LESSOR:** Gerald P. McCarthy, PO Box 100, West Wareham, MA 02576

**DESCRIPTION:** Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued occupancy for the Department of Natural and Cultural Resources, comprised of 29,564 square feet of space at 172 Pembroke, Concord, NH 03301. During the extended term the Department will re-evaluate, finalize the "Renewal Lease" and submit it to G&C.

**TERM:** Twelve(12) month extension: October 1, 2017 extended to September 30, 2018 or at the commencement of the "Renewal Lease", replaced by its terms and conditions.

**RENT:** 0% escalation to current rates: 29,564 SF of office space at approx. \$10.50 per SF resulting in total annual rent of \$310,441.92, Monthly total of \$25,870.16.

**JANITORIAL:** Janitorial services will continue to be provided by the lease.  
**UTILITIES:** included in annual rent

**TOTAL TERM COST:** \$310,441.92 (12) month term

**PUBLIC NOTICE:** Sole-Source amendment of current lease, however any subsequent proposed long term lease will conform to all required competitive RFP processes

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

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

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

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

Reviewed and recommended by:  
Bureau of Planning and Management

  
Gail L. Rucker, Administrator II

Approved by:  
Department of Administrative Services

  
Stephen Lorentzen, Administrator

## AMENDMENT

This Agreement (the "Amendment") is dated July 26, 2017 and is by and between the State of New Hampshire acting by and through the Department of Natural and Cultural Resources, (the "Tenant") and Gerald P. McCarthy Properties (the "Landlord"), PO Box 100, West Wareham, MA 02575.

Whereas, pursuant to the current Lease Agreement (hereinafter called the "Agreement") for 29,564 square feet of space (the "Premises") located at 172 Pembroke Road in Concord, New Hampshire for which: a 3-year agreement with a 3-year extension option was approved by Governor and Executive Council (G&C) on August 20, 1990 (Item #198); a 3-year extension option with an additional 2-year extension option was approved by G&C on September 16, 1993 (Item #69); a 2-year extension option was approved by G&C on August 28, 1996 (Item #75); a 5-year agreement with a 2-year extension option was approved by G&C on June 10, 1998 (Item #39); an amendment was approved by G&C on November 21, 2001 (Item #50); a 2-year extension option was approved by G&C on August 13, 2003 (Item #60); a 5-year agreement was approved by G&C on June 22, 2005 (Item #115); a 7-year agreement was approved by G&C on September 22, 2010 (Item #114B); and an amendment was approved by G&C on November 17, 2010 (Item #98), the Landlord agreed to lease certain premises upon the terms and conditions specified in the current Agreement and in consideration of payment by the Tenant of certain sums specified therein; and

Whereas, the Tenant has undertaken a competitive "Request for Proposal" (RFP) process which resulted in renewal appearing to be in the best interest of both parties, however up to an additional twelve (12) months will be required by the Tenant to complete State of New Hampshire submittal and approval processes to finalize such proposed renewal; and

Whereas, the Agreement expires well in advance of the 12-months; and

Whereas, the Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent and occupancy at the Premises and the Landlord is agreeable to providing such delay;

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

### Amendment of Agreement:

**3.1 Term:** The expiration date of the current agreement, September 30, 2017, is hereby amended to terminate up to twelve (12) months thereafter, on September 30, 2018.

**3.1 (a):** During the amended Term the Parties hereto may enter into a "renewal lease," if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease," replaced by its' terms and conditions.

**4.1 Rent:** The current annual rent of \$310,441.92, which is \$10.50 per square foot, will remain unchanged, prorated to a monthly rent of \$25,870.16. The first monthly installment shall be due and payable on October 1, 2017 or within thirty (30) days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each

Landlord Initials: GM  
Date: 7/26/17

month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed twelve (12) months which is \$310,441.92.

**5. Conditional Obligation of the State:** Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned or other 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 sixty (60) 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.

**15. Insurance:** The standard provisions of Section 15 of the Agreement are deleted and hereby replaced with the following:

During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: Comprehensive General Liability coverage against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate; with coverage of Excess Liability of not less than five million (\$5,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the NH Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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

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

Landlord Initials: GH  
Date: 7/26/17

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

**FOR THE TENANT:**

**Department of Natural and Cultural Resources**

Jeffrey J. Rose  
Jeffrey J. Rose, Commissioner

8/3/17  
Date

**FOR THE LANDLORD:**

**Gerald P. McCarthy Properties**

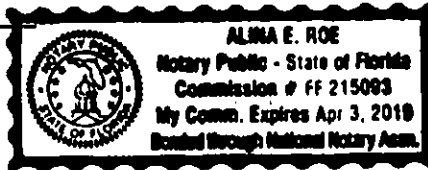
Gerald P. McCarthy  
Gerald P. McCarthy, Owner

7/26/17  
Date

STATE OF  
COUNTY OF

On this the 26<sup>th</sup> day of JULY 2017, before me Gerald P. McCarthy, the undersigned officer, personally appeared GERALD P. MCCARTHY known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal: PRESENTED VALID FL D/L # M 263295422470 EXP. 07/07/2024

Alma E. Roe  
Notary Public



My Commission Expires:

**Approved as to Form, Substance and Execution:**

Jill Perlow  
~~Joanne Giregenti~~ Jill Perlow  
Asst. Attorney General

8/7/17  
Date

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

Item # \_\_\_\_\_ on \_\_\_\_\_, 2017

Landlord Initials: GM  
Date: 7/26/17

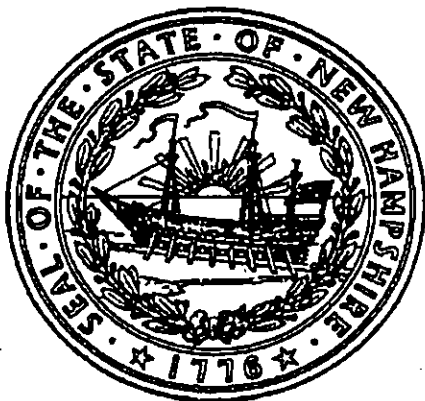
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GERALD P. MCCARTHY PROPERTIES is a New Hampshire Trade Name registered to transact business in New Hampshire on April 03, 1987. 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: 112413



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of June A.D. 2017.

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

William M. Gardner  
Secretary of State

Certificate of Authority #6

(Sole Proprietor)

(Name and Title)

ATTEST: Gerald P. McCarthy, owner

DATED: 7/26/17

and that they have full authority to bind the business.

certificate as evidence that the person listed above currently occupies the position indicated

I further certify that it is understood that the State of New Hampshire will rely on this

of State. I certify that I am the sole owner / proprietor of my business.

Gerald P. McCarthy, owner (Name of Business) which is registered in good standing with the Secretary

I, Gerald P. McCarthy (Name), hereby certify that I am the Sole Owner / Proprietor

**Sole Owner/Proprietor Certification of Authority**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/27/2017

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Jennifer Kokolis <b>PHONE (A/C. No. Ext.):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> jkokolis@crossagency.com <b>FAX (A/C. No.):</b> (603) 645-4331
<b>INSURED</b> GERALD P MCCARTHY DBA GERALD P. MCCARTHY PROPERTIES PO Box 100  WEST WAREHAM MA 02576	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Tri-State Ins Co of Minnesota NAIC # 31003 <b>INSURER B:</b> Acadia Ins Co. 31325 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

COVERAGES CERTIFICATE NUMBER: 17/18 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 SUBR INSD 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		ADV5254490-11	4/25/2017	4/25/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGO \$ 4,000,000 Cyber Cov. Aggregate \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		CUA5254491-11	4/25/2017	4/25/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					
	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 N/A				PER STATUTE DTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Confirmation of Coverage

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire  
Department of Natural & Cultural Resource  
172 Pembroke Rd  
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

R Kittle, LPCS, CLCS/

*Robin Kitter*

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# CERTIFICATE OF LIABILITY INSURANCE

GERAL-5

OP ID: JB

DATE (MM/DD/YYYY)

07/31/2017

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

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

<b>PRODUCER</b> Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Chris McPhail	Phone: 603-424-9901 Fax: 866-848-1223	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): E-MAIL: ADDRESS:	FAX (A/C No.):
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Gerald P. McCarthy dba Gerald P. McCarthy Properties P O Box 100 West Wareham, MA 02576	<b>INSURER A: AMGuard</b>		<b>42390</b>
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:**      **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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		GEWC858065	05/31/2017	05/31/2018	<input type="checkbox"/> WC STATL TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$      500,000 E.L. DISEASE - EA EMPLOYEE \$      500,000 E.L. DISEASE - POLICY LIMIT \$      500,000

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

Gerald P McCarthy is excluded from the Workers Compensation coverages.

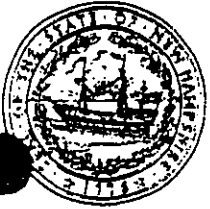
**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Department of Natural and  
 Cultural Resources  
 P.O. Box 100  
 West Wareham, MA 03301

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

AUTHORIZED REPRESENTATIVE

*Julie Bernier*



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
OFFICE of the COMMISSIONER  
172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD  
Commissioner

603-271-2411  
FAX 603-271-2629  
george.bald@red.state.nh.us

October 12, 2010

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

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development to amend a 7-year Lease Agreement with McCarthy Properties (VC #174409 (R001)), West Wareham, Massachusetts, in the total amount of \$2,158,112.25 for 29,564 square feet of building space for the Department's headquarters located at 172 Pembroke Road in Concord, New Hampshire by increasing the total yearly rent for Fiscal Year 2011 by \$4,387.50 from \$217,854.75 to \$222,242.25. The original Lease Agreement was approved by Governor and Executive Council on September 22, 2010, item #114B. 100% General Funds

Funding is available in account titled, Administration - Support, as follows:

		<u>FY 2011</u>
03-35-35-350010-34000000-022-500248	Rents-Leases Other Than State	\$4,387.50

**EXPLANATION**

On September 22, 2010, the Department's 7-year Lease Agreement with McCarthy Properties was approved by the Long Range Capital Planning and Utilization Committee and the Governor and Executive Council. Regrettably, a transposition in the square footage used to calculate the total rent for Year 1a (October 1, 2010 to December 31, 2010) of the Schedule of Payments was found and brought to the attention of the Department. This error amounted to an increase of \$4,387.50 in rental payments for FY 2011. In order to correct this miscalculation, an amendment is necessary. Therefore, your approval of this lease agreement amendment will ensure proper payment to McCarthy Properties.

The Attorney General's Office has approved this lease agreement amendment as to form, substance and execution.

*GW*  
Respectfully submitted,  
  
George M. Bald  
Commissioner

GMB:TEM:lm1  
attachments

## LEASE AGREEMENT AMENDMENT

This Lease Agreement Amendment (hereinafter called the Amendment) is dated this 11<sup>th</sup> day of September, 2010, and is by and between the Department of Resources and Economic Development (Tenant) and McCarthy Properties of West Wareham, Massachusetts (Landlord).

Whereas, pursuant to a 7-year lease agreement (hereinafter called the Agreement) for 29,564 square feet of office space located at 172 Pembroke Road, Concord, NH (hereinafter called the Premises) approved by the State of New Hampshire Governor and Executive Council on September 22, 2010, Item #114B, the Landlord agreed to lease the premises for 7-years upon the terms and conditions specified in the Agreement commencing October 1, 2010 and through September 30, 2018, and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas amendment of the current Agreement is necessary to authorize the Tenant's correction of a square footage transcription error found in Year 1a of the Schedule of Payments which caused the sum due to the Landlord for the first 3 months of the term to be calculated as \$62,643.75 rather than the correct sum of \$67,031.25;

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

### Amendment of Agreement

**Exhibit B "Schedule of Payments" shall be amended as follows:**

1. Text in the introductory paragraph of the Schedule shall be revised to correctly define the demise of the existing Premises as 27,500 square feet; all other text in the paragraph shall remain unchanged.
2. The first line (which is "1a") of the rental schedule and the last line which specifies the seven year total shall be increased reflecting the calculation of \$9.75 per square foot multiplied by 27,500 square feet resulting in the revised payments shown and a total contractual increase of \$4,387.50. The revised lines in the "Schedule of Payments" shall be as follows:

Year	Lease Anniversary Dates	Sq. Ft. Cost	Sq. Ft. Demise	Monthly Rent	Total Rent
1a	October 1, 2010 - December 31, 2010	\$9.75	27,500	\$22,343.75	\$67,031.25
<b>Total for Seven-year term:</b>					<b>\$2,162,499.75</b>

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

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

conditions set forth therein.

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


**TENANT**

Department of Resources and Economic Development

By  \_\_\_\_\_  
George M. Balala, Commissioner

**LANDLORD**

McCarthy Properties

By  \_\_\_\_\_  
Gerald P. McCarthy, Owner

**ATTORNEY GENERAL**

As to Form, Substance and Execution

By  \_\_\_\_\_  
Anthony Blenkinsop, Sr. Asst. Attorney General

Date Oct. 19, 2012



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 OFFICE of the COMMISSIONER  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856

GEORGE M. BALD  
 Commissioner

603-271-2411  
 FAX: 603-271-3629  
 August 24, 2010 george.bald@dred.state.nh.us

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



**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development to enter into a 7-year Lease Agreement with McCarthy Properties (VC #174409 (R001)), West Wareham, Massachusetts, in the total amount of \$2,158,112.25 for 29,564 square feet of building space for the Department's headquarters located at 172 Pembroke Road in Concord, New Hampshire from October 1, 2010 through September 30, 2017. 100% General Funds

Funding is available in account titled, Administration – Support, as follows and pending budget approval for Fiscal Years 2012 through 2018:

03-35-35-350010-34000000-022-500248 Rents-Leases Other Than State

Fiscal Year 2011	\$ 217,854.75
Fiscal Year 2012	310,442.00
Fiscal Year 2013	310,442.00
Fiscal Year 2014	310,442.00
Fiscal Year 2015	310,442.00
Fiscal Year 2016	310,442.00
Fiscal Year 2017	310,442.00
Fiscal Year 2018	<u>77,605.50</u>
<b>Total:</b>	<b>\$2,158,112.25</b>

**EXPLANATION**

Our current lease expires September 30, 2010. As a result of a Request for Proposals the Department received two (2) proposals for office space, i.e. McCarthy Properties (current space) and Whittemore Holdings, LLC (new space). Although we entertained the idea of moving to a new space, consideration of building fit-up costs and various other costs associated with relocating determined it to be more cost effective for the Department to stay in its current space. Currently in our twentieth year at this location, the Department has been satisfied with these premises and the cooperation received from McCarthy Properties.

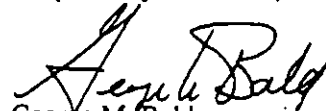
At present, the Department occupies 27,500 square feet of office space at this location. The new lease includes an additional 2,064 square feet of office space needed to move the Office of Workforce Opportunity (OWO) to this same location. However, due to the timeframe of fit-up, OWO cannot occupy their office space until January 1, 2011. Therefore, the Department has a second item on this agenda seeking approval of a "Hold-Over Lease" to cover this period.

With current budget restraints and knowing that the cost for fit-up of the new space would fall on the Department during the term of the lease, negotiations with McCarthy Properties focused on a rate per square foot for a 7-year lease versus a standard 5-year lease in order to find cost savings. In turn, McCarthy Properties offered a drop from our current rate of \$9.95 to \$9.75 for the first 3 months. Then once we are allowed to occupy the new space, the cost per square foot will increase to only \$10.50 for the remainder of the lease term. This will provide the Department with an overall savings of approximately \$125,000 during the term of the lease. Attached for your review and information is a cost comparison of the 7-year lease versus the 5-year lease.

In accordance with RSA 4:39-b, the Department must receive approval by the Long Range Capital Planning and Utilization Committee to enter into any lease agreement over 5 years. Therefore, this 7-year lease agreement has been submitted to the Committee and is contingent upon their approval at their meeting on September 22, 2010.

The Attorney General's Office has approved this lease agreement as to form, substance and execution.

Respectfully submitted,

  
George M. Bald  
Commissioner

GMB:TEM:lm  
attachments

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT(DRED)  
172 PEMBROKE RD, CONCORD, NH 03302  
LEASE PAYMENT ANALYSIS  
5 YR VS 7 YR LEASE TERM**

Year	Lease Period	Sq Ft Demise	5 Yr Lease Computation			7 Yr Lease Computation			Savings
			Sq Foot Cost	Monthly Rent	Total Rent	Sq Foot Cost	Monthly Rent	Total Rent	
1a	10/1/10 to 12/31/10	25,700	9.75	20,881.25	62,643.75	9.75	20,881.25	62,643.75	
1b	01/01/11 to 09/30/11	29,564	11.25	27,716.25	249,446.25	10.50	25,868.50	232,816.50	16,629.75
2	10/01/11 to 09/30/12	29,564	11.25	27,716.25	332,595.00	10.50	25,868.50	310,442.00	22,153.00
3	10/01/12 to 09/30/13	29,564	11.25	27,716.25	332,595.00	10.50	25,868.50	310,442.00	22,153.00
4	10/01/13 to 09/30/14	29,564	11.59	28,553.90	342,646.80	10.50	25,868.50	310,442.00	32,204.80
5	10/01/14 to 09/30/15	29,564	11.59	28,553.90	342,646.80	10.50	25,868.50	310,442.00	32,204.80
Total					1,662,573.60			1,537,228.25	125,345.35
								Percent Savings	8%
6	10/01/15 to 09/30/16	29,564		-	-	10.50	25,868.50	310,442.00	
7	10/01/16 to 09/30/17	29,564		-	-	10.50	25,868.50	310,442.00	
Grand Total								2,158,112.25	

**Purpose** - To show comparison Annual Lease Payments 5 yr. vs. 7 yr.

**Background** - Office of Workforce Opportunity (OWO) was merged into DRED in Fiscal Year 2010. In this lease, the transition of the merger will be completed OWO being physically located in the DRED Headquarters building.

The space that will be occupied by OWO is currently unfinished warehouse space. The Landlord incurs significant expense in converting the space into finished office space and is recovered over the life of the lease.

**Conclusion** - By extending lease payments and the recovery of these fixed costs over 7 years, the savings over the 5 year original period is ~ \$125,000 or 8%.

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 11th day of Nov 2010, by the following parties:

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

Name: Gerald P McCarthy Properties

(individual or corporate name)

State of Incorporation: NA

(if applicable)

Business Address: P.O. Box 100

Street Address (principal place of business)

West Wareham                      MA                      02576                      (508) 228-0225  
City                                      State                                      Zip                                      Telephone number

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

Department Name: Department of Resources and Economic Development

Address: 172 Pembroke Drive

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

Concord                      NH                      03301                      (603) 271-3727  
City                                      State                                      Zip                                      Telephone number

WITNESSETH THAT:

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: 172 Pembroke Drive

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

Concord                      NH                      03301  
City                                      State                                      Zip

The demise of the premises consists of: approx. 29,564 square feet

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

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

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

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

Commencing on the 1st day of October, in the year 2010, and ending on the 30th day of September, in the year 2017, unless sooner terminated in accordance with the Provisions hereof.

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Seven (7) year(s) commencing on the 1st day of October, in the year 2010, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: GP  
Date: 8/2/10



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

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

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

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

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

**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) October 1<sup>st</sup>, 2010

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

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

Landlord Initials: GM  
Date: 8/12/12

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

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

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

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

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

**OR:**

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

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

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

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

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

Landlord Initials: GM  
Date: 8/1/10

**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 office space for the Department of Resources and Economic Development

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 1<sup>st</sup> of every year.

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

Landlord Initials: GM  
Date: 4/1/10

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

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

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

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

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

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

Landlord Initials: GM  
Date: 5/2/12

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

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

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

**8.10 Interior finishes and surfaces:**

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

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

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

OR:

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

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

Landlord Initials: GM  
Date: 1/11/10

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

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

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

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

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

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

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

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

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

Landlord Initials: GM

Date: 6/11/12

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

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

See Exhibit E "Special Provisions" herein for text replacing Section 10.2

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

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

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

B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

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

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

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

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

Landlord Initials: GM  
Date: 8/1/11

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

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

See Exhibit E "Special Provisions" herein for text replacing Section 15 Insurance.

15. **Insurance:** ~~During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate, with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.~~

15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

Landlord Initials: GM  
Date: 8/12/11



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

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

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

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

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

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

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

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

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

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

Landlord Initials: CM  
Date: 11/1/11

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

20. **Hazardous Substances:**

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

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

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

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

20.5 **Asbestos:**

- A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be preformed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.
- B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.
- C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

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

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

Landlord Initials: GAH  
Date: 2/11/10

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: Robert Lonsdale

Title: Property Manager, McCarthy Properties

Address: 26 Sheep Davis Road, Pembroke NH Phone: (603) 856-6407

Email Address: r.lonsdale@comcast.net

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: Leanne Lavoie

Title: Program Specialist, Department of Resources and Economic Development

Address: 172 Pembroke Road, Concord NH 03301 Phone: (603) 271-3727

Email Address: leanne.lavoie@dred.state.nh.us

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

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

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

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

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

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

Landlord Initials: RL

Date: 2/1/12

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

**26. Personnel:**

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

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

**28. Miscellaneous:**

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

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

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

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

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

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

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

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

**28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit E attached and incorporated herein by reference.

**28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: GM  
Date: 8/1/13

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: \_\_\_\_\_

DEPARTMENT OF RESOURCES AND ECONOMIC DEVELOPMENT

Authorized by: (full name and title) George M. Bald

George M. Bald, Commissioner

LANDLORD: (full name of corporation, LLC or individual) Gerald P McCarthy Properties

Authorized by: (full name and title) Gerald P. McCarthy

Signature

Print: Gerald P. McCarthy, owner

Name & Title

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

OF: MA COUNTY OF: Plymouth

UPON THIS DATE (insert full date) 8/11/10, appeared before

me (print full name of notary) Kristen L Willard the undersigned officer personally

appeared (insert Landlord's signature) Gerald P. McCarthy

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

Gerald P. McCarthy OWNER OF GERALD P. MCCARTHY PROPERTIES 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)

Kristen L Willard

Kristen L. Willard  
Notary Public

My Commission Expires April 15, 2016  
Commonwealth of Massachusetts



**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: August 27, 2010

Approving Attorney: Anthony J. Blenkinsop

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

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

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

Landlord Initials: GM  
Date: 8/11/10

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

**EXHIBIT A  
DEMISE OF TENANT PREMISES**

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

The demise of the current Premises, which is approximately 27,500, shall be expanded by an addition of 2,064 square feet of space to be renovated and provided for the Tenant's use in conformance with the plans and specifications set forth in Exhibit D herein. The resulting overall demise of Premises shall be 29,564 square feet.

See the attached floor plan titled "Exhibit A, Demise of Tenant Premises" for the layout of the existing space and the location of the "additional" space to be renovated for the Tenant's use.

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

The Tenant and their visitors or invitees shall have the right to use in common with others parking spaces provided in the paved parking lot (providing approximately 140 spaces) located next to the building to which the Premises are a part.

Landlord Initials: CM  
Date: 2/1/00

**EXHIBIT B  
SCHEDULE OF PAYMENTS**

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

After the Effective Date of the Agreement forth in Section 3.1 herein the Landlord shall have ninety (90) days to complete certain renovations providing the Tenant with an additional 2,064 square feet of space, the scope of renovations shall be as described in Exhibit D herein with inception of rental payment for the additional space delayed to coincide with the delay in occupancy. Line item "1a" in the "Rental Schedule" below documents the Tenant's rental payment due prior to completion of the additional space, based on use of their existing 25,700 square foot space in "as is" condition for a 90 day (three month) duration. Line item "1b" of the rental schedule below documents the Tenant's rental payment inclusive of the completed additional space with a revised square footage of 29,564.

**Rental Schedule for Seven Year Term:**

Year	Lease Anniversary Dates	Approx Sq. Ft Cost	Sq. Ft. Demise	Monthly Rent	Total Rent	Approx. Sq. ft. % Increase per year
1a	October 1, 2010 – December 31, 2010	\$9.75	25,700	\$20,881.25	\$62,643.75	-2%
1b	January 1, 2011 – September 30, 2011	\$10.50	29,564	\$25,868.50	\$232,816.50	7.5%
2	October 1, 2011 – September 30, 2012	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
3	October 1, 2012 – September 30, 2013	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
4	October 1, 2013 – September 30, 2014	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
5	October 1, 2014 – September 30, 2015	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
6	October 1, 2015 – September 30, 2016	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
7	October 1, 2016 – September 30, 2017	\$10.50	29,564	\$25,868.50	\$310,442.00	0%
<b>Total for Seven-year term:</b>					<b>\$2,158,112.25</b>	

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

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

Landlord Initials: GM  
Date: 2/1/12

**EXHIBIT C**

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

The Tenant shall assume responsibility for and pay for all janitorial services to the Premises during the term herein.

Landlord Initials: GAJ  
Date: 2/1/10



EXHIBIT D

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

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

1. No later than thirty (30) days after the commencement of the term, the Landlord at the Landlord's sole expense shall provide the following improvements:
  - a. Parking areas:
    - i. reposition existing parking signs to that the bottom edge of each signs is a minimum of 60" above the parking surface
    - ii. Provide and install "NO PARKING" signs at the head of each access aisle not directly associate with an entrance door.
  - b. In each of the existing four (4) wheelchair accessible rest room stalls, replace the 36" wide horizontal grab adjacent to (not behind) each toilet with a new 42" wide bar – thereby providing conforming accessibility.
  - c. Relocate all toilet seat cover dispenser so that the dispensing slot is no mare than 48" above the floor. Maintain at lease 12" above the grab bar.
  - d. For two of the four wheelchair accessible toilet stalls, replace the toilet fixture in order to provide the toilet flush lever on the side of the tank that is towards the open side of the room (not the adjacent wall).
  - e. At all four of the wheelchair accessible stalls: Provide and install a pull on the outside of the accessible stall door.
  - f. At all four of the wheelchair accessible stalls: Supplement the existing coat hooks (which are too high for wheelchair users) with provision of a coat hook at 48" maximum above the floor.
2. No later than one hundred and fifty (150) days (which is five months) after the effective date of the term, the Landlord at the Landlord's sole expense complete provision of the following improvements:
  - a. Kitchenette: Provide and install new staff lounge counter and sink with conforming clearances as specified in "Exhibit D" herein and as shown in the attached elevation titled "Exhibit D: Elevation – New Counter and Cabinets to be provided at Staff Lounge". Insulate or shield all water lines and pipes.
3. The Tenant at the Tenant's sole expense shall provide the following improvements:
  - a. No later than sixty (60) days after the commencement of the term renovate the Front Lobby Reception Counter as follows: Modify the existing 47" high reception counter rail to provide at lease one 36" wide portion at a maximum height of 36" above the floor.
  - b. No later than thirty (30) days after the commencement of the term The Tenant shall remove all clutter from the secondary front entrance ("Travel and Tourism") vestibule of the Premises. Said clutter presents obstacles to visually and mobility impaired persons.

Landlord Initials: GM  
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**Part II**

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

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

No later than ninety (90) days (which is three months) after the effective date of the term herein and after completion of all renovations to the Tenant's additional space, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env - A2200. In accordance with these rules the landlord shall submit notarized air testing results within five (5) days of receipt of the results to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.

**Part III**

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

1. No later than ninety (90) days (which is three months) after the effective date term herein which results in a completion date of December 31, 2010, the Landlord shall (at the sole expense of the Landlord) complete provision of all renovations required for the provision of the Tenant's "additional space" shown in the floor plan attached herein titled "Exhibit D Part III Floor Plan" and as specified herein in "Exhibit D Part III, Tenant Improvement Specifications".

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Date: 2/1/11

2. No later than one hundred and fifty (150) days (which is five months) after the effective date of the term, the Landlord at the Landlord's sole expense complete provision of the following improvements to the Tenant's existing space.
- a. Remove and lawfully dispose of existing counter and sink at the Tenant's staff lounge, replacing it with a new counter, cabinets and sink as described in the attached specifications titled "Exhibit D Part III, Tenant Improvement Specifications" and as further described in the attached elevation titled "Exhibit D: Elevation - New Counter and Cabinets to be provided at Staff Lounge".
  - b. Relocate an existing aluminum frame and glass entrance assembly in the "Travel and Tourism" area of the Premises, said relocation shall be as shown in the floor plan attached herein titled "Exhibit D Part III Floor Plan".
  - c. Replace certain areas of existing carpet in the Premises; said replacement shall take place after completion of item "b" (relocating door frame) above, and shall be in accordance with the attached specifications titled "Exhibit D Part III, Tenant Improvement Specifications" and as further described in the attached drawing titled "Scope of Work - Carpet Replacement".
  - d. Provide professional "hot water extraction" cleaning of all existing carpet scheduled to remain in the Premises.

**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.

For all areas of the Premises and throughout the term of the agreement herein the Tenant shall be responsible for implementing and conducting an ongoing recycling program of all materials reasonably viable for recycling.

Landlord Initials: GM  
Date: 8/11/10

## EXHIBIT D PART III: IMPROVEMENTS TO THE PREMISES

### Exhibit D Part III: TENANT IMPROVEMENT SPECIFICATIONS

The Landlord shall supply all drawings, specifications, permits, labor and materials necessary to provide for the complete installation and proper operation of all improvements outlined in the following provisions and as shown in attached drawings titled:

- Exhibit D Part III Floor Plan: Additional/New space to be provided by Landlord
- Exhibit D: Elevation – New Counter and Cabinets to be provided at Staff Lounge
- Exhibit D: Scope of Work – Carpet Replacement

The Landlord and/or his agents shall exercise due diligence to provide the design intent described herein and in the attached drawing, providing the exact number, type, and size of rooms and or/spaces described and configured in the manner shown. The Tenant shall review any of the Landlord's proposed deviations from the floor plan, details or specifications in advance, allowing and agreeing to such deviation only when it complies with program functions and applicable building and safety codes

#### A. GENERAL PROVISIONS:

##### A.1. Basic Definitions

- A.1.1. The "Landlord" shall mean either the contractual Landlord and/or their authorized designees.
- A.1.2. The "Tenant" shall mean the State of New Hampshire –Department of Resources and Economic Development – and/or their authorized designees.
- A.1.3. The Build-out Documents consist of the Lease, Drawings, Specifications, and other documents listed in the Lease, all modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.
  - A.1.3.1.A Modification is (1) a written amendment to the Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Tenant.
- A.1.4. The Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.
- A.1.5. The Drawings are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.
- A.1.6. The Specifications are that portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.

##### A.2. Correlation and Intent of the Documents:

- A.2.1. The intent of the Documents is to include all items necessary for the proper execution and completion of the Work. The Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.
- A.2.2. Construction Drawings: Although the Documents specify the Tenant's Design Intent, they are not construction documents. It is the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any additional construction drawings and/or specifications which may be required by the building/code department or authority of the municipality to secure all required plan reviews, approvals and permits. Any alternations to the Documents that the building/code officials, architect or engineers deemed necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties. The Landlord shall require their architect and/or engineers to make any and all alternations to the Documents available to the Tenant via digital AutoCad ". dwg" format.
- A.2.3. Specifications: The Tenant has defined the minimum requirements, including manufacturers and models, of construction materials, including hardware and specialties. Equivalent

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alternates may be considered by the Tenant, however, they have the right of acceptance and/or rejection of submittal, such consideration by the Tenant shall not relieve the Landlord of the responsibility for deviations from the requirement of the construction documents. Submittals shall specifically outline deviations from the products and/or systems specified. When and if deviations are rejected by the Tenant the Landlord shall provide the specified product and/or system.

**B. GENERAL CONDITIONS:**

- B.1. Design and Plans: The plans and specifications set forth herein shall be referenced by the Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed in order to provide the Tenant with new rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in the Landlord's lease to the Tenant. If the Landlord wishes to deviate from the floor plans depicted herein, the Landlord shall incorporate the scope of work and design intent depicted in the documents herein to ascertain the manner and cost in which any proposed deviation from this plan may be proposed. The Landlord's proposal for provision of any alternative manner of providing new Premises for the Tenant shall be inclusive of the level, scope and type of construction and fit up depicted herein.
- B.2. Permits and Testing: The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (IBC 2006 and 2003 ANSI A117.1), the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). The costs of said permits and testing shall be borne solely by the Landlord.
- B.2.1. An approved copy of the Building Permit shall be delivered to the Tenant prior to commencement of construction activities.
- B.2.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant prior to the Tenant accepting the renovated space for occupancy and commencement of rental payments.
- B.2.3. Prior to Tenant occupancy the Landlord shall provide either certification of compliance with RSA 10:B "Clean Indoor Air" requirements as issued by Department of Environmental Services, or proof that application for said certification has been made in conformance with the provisions of Exhibit D part II of the Agreement hereto.
- B.2.4. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC for additional approvals.
- B.2.5. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous materials prior to construction. The Landlord shall provide notification of any and all Hazardous materials and proposed remediation to the Tenant. All materials shall be handled in accordance with the requirements of the authorities having jurisdiction. The Landlord shall also be responsible to provide to the Tenant a certified Affidavit of Environmental Conditions Statement.
- B.2.6. The Landlord shall be responsible for submitting any and all stamped documents to the municipality or party of governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.
- B.3. Project Management: The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.
- B.4. Shop drawings of millwork, product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the

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Date: 2/1/12

Documents herein prior to submission for Tenant review. The Tenant shall expedite all review, taking no more than 5 workdays to accept, accept as noted or reject a submittal.

- B.4.1. The Landlord shall review for compliance and approve and submit to the Tenant all Shop Drawings, Product Data, Samples and similar submittals required by the Tenant with reasonable promptness and in such sequence so as not to cause delay in the Work. Submittals which are not marked as reviewed and approved by the Landlord shall be returned by the Tenant with No Action Taken.
- B.4.2. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Landlord represents that the Landlord has determined and verified materials, field measurements and field construction criteria related to the submittal, or will do so, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Work and the Tenant.
- B.5. MSDS (Material Safety Data Sheets)
- B.5.1. The Landlord shall submit MSDS for ANY and ALL materials introduced to the site via the construction process to Tenant. The delivery of the MSDS shall be made available to Tenant prior to the use of the products at the site. This will enable Tenant to review submittals for possible adverse health risks associated with the products.
- B.5.2. At time of occupancy by the Tenant the Landlord shall provide the Tenant 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.
- B.6. The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.
- B.7. Coordination: Reflected ceiling plan, lighting, fire protection, HVAC distribution/controls, structural columns and any and all other building components/elements shall be coordinated between the Landlord and the Tenant.

**C. STANDARDS and SPECIALTIES:**

- C.1. Materials and Finishes: With respect to the build-out of the interior space otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space.
- C.2. Ceiling Heights: All existing ceiling heights shall be maintained, provide ceiling height of 8'-10" in suite of offices being added to the Premises under the terms of the Agreement herein.
- C.3. Ceiling Materials: *Location: Provide and install new suspended ceiling at suite of offices being added to the Premises under the terms of the Agreement herein.*
- C.3.1. Any Areas requiring replacement/new ceiling materials: Match existing ceiling tile 2x4 panel and exposed Tee system in style and color.
- C.3.2. Areas requiring patching of materials: Match existing ceiling tile 2x4 panel and exposed Tee system in style and color. Replace any and all existing damaged tiles or grid sections.
- C.4. Telephone & Data Requirements: *Location: Provide and install at suite of offices being added to the Premises under the terms of the Agreement herein.* Provide open wire cable trays and/or "J" hooks as needed to facilitate Tenant's installation of telephone and data wiring. Provide telephone and data jacks as indicated on the plans. Conduit from the jacks shall run to convenient locations above the suspended ceiling level where cable can easily be pulled to them.

**D. Doors and Hardware:** *Locations: Provide at private offices, conference rooms and suite entrances in suite of offices being added to the Premises under the terms of the Agreement herein.*

- D.1. Door Assemblies: Unless otherwise noted, all interior doors shall be 3'-0" X 6'- 8" and shall be installed with the clearances required by the accessibility requirements of the codes set forth in B.2 herein. Minimum standards: Solid core wood door blanks for new interior doors. Interior doors shall be stain grade, with min. 3 coats natural finish. Existing interior doors in good repair may, at the Landlord's option, be reused however they must be re-finished prior to reuse.
- D.2. Door Closer Devices: *Provide and install at new door/entry between Tenant front reception area and "Travel and Tourism" suite. Also provide and install in all locations required to have said devices in order to comply with Life Safety and accessibility requirements of the codes set forth in B.2 (barrier-free accessibility).* These closer devices shall be provided in addition to those identified by the

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Tenant as requiring closer devices. A maximum push/pull effort of 5 lb/f is required at all interior doors, with exceptions as allowed for fire doors and security-use only doors.

D.3. Door Frames: Existing door frames in good repair may be reused; New door frames shall conform to the following:

D.3.1. Exterior Doors: Welded metal frame @ 16 gauge

D.3.2. Interior Doors: metal frames matching existing.

D.4. Door Types:

D.4.1. Interior Doors: Existing doors in good repair may be reused, new interior doors shall conform to the following:

D.4.1.1. Solid core wood door blanks for all interior doors with 3 coats of natural finish.

D.4.1.2. New doors with half glass windows above shall be provided in the locations shown on the plan. (not used in current plan)

D.4.1.3. Tenant Suite Entrance Doors: Solid core wood door with narrow vision panel.

D.4.1.4. Storefront type aluminum and glass entrance with full height sidelight. Frame shall have narrow stiles with dark bronze anodized aluminum finish. Hardware shall include a push bar and tubular looped pull handle, closer, and deadbolt. The design intent is to match the existing entrance to the Tourism and Travel Division.

D.4.2. Door Hardware:

D.4.2.1. Recommended manufacturers: Corbin, Russwin, Schlage:

D.4.2.2. Interior Door Hardware: Shall be cylindrical lever locksets for standard commercial use, rated for commercial grade 2 application.

D.5. Hardware Standards:

D.5.1. Keyway: L-4.

Suite entrance doors shall be provided with dead bolt cylinder locks to match the existing office key system.

D.5.2. Trim Design: Match existing

D.5.3. Type: Lever (NSD) - Cast brass. (Schlage "Saturn" style or equivalent)

D.5.4. Finish: To match hardware finish: bright brass.

D.5.5. Keying: The Tenant will coordinate its keying requirements with the Landlord. Provide 12 keys for each dead bolt cylinder.

#### E. Millwork:

E.1. All Millwork items are to be provided by the Landlord as shown conceptually in the attached floor plans including: a new "kitchenette" counter with cabinets above and below to be provided in the staff lounge, a built-in plastic laminate work counter in the "copying and work area", and base cabinets, counter and walls cabinets in the "copying and work area". All millwork shall comply with the code requirements set forth in paragraph B.2 herein.

E.2. Millwork Drawings, Product Data, Samples and similar submittals for Millwork shall be required. The purpose of their submittal is to demonstrate the way in which the Landlord proposes to provide the Tenant with each particular millwork item, in conformance with the general information and design concept expressed herein and in other Documents.

E.3. Laminates: Manufacturer: Wilsonart, Pionite and/or Formica. Color: To be determined by Tenant. Texture: standard matte finish high pressure laminate.

E.3.1. Comply with AWI Section 400 for countertops.

F. **GYPSUM WALLBOARD - WALL TYPES:** The Landlord shall consult and comply with the authority having jurisdiction regarding the provision of structural elements and fire rating for any and all gypsum wallboard construction.

F.1. *Type 1 - Tenant Demising Partitions: Location: all tenant demising wall.*

F.1.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.

F.1.2. gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support

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gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

- F.1.3. Full Wall Framing: Minimum of 2" X 4" wood or 3 5/8" metal studs.
- F.1.4. All gypsum board partitions shall be constructed of 5/8" fire rated wallboard each side.
- F.1.5. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.
- F.2. *Type 2 – Interior Gypsum Wallboard Partitions: Location: typical partition type, unless otherwise noted: all walls other than those designated as Type 1.*
  - F.2.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
  - F.2.2. All gypsum board partitions shall be full height and extend from floor to a minimum of 1'-0" above finished ceiling. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
  - F.2.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
  - F.2.4. All gypsum board partitions shall be constructed of one layer of 5/8" wallboard each side
- F.3. *Existing Walls to remain: Walls shown on the Tenant Plan which are existing shall remain unaltered – unless otherwise noted or required for code conformance.*

#### G. GYPSUM WALLBOARD - STANDARDS:

All gypsum board shall be standard 5/8" material, unless otherwise required by code (i.e.: Baths @ MR board). All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.

- G.1. Metal Studs @ all: 25 gauge (min.)
- G.2. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.
- G.3. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at each jamb, extend double-jamb-studs continuous and attach to underside of floor or roof structure above.

#### H. FLOORING:

- H.1. Prior to the commencement of any work the existing concrete slab shall be dried and sealed. Installation of new flooring shall not commence until after moisture content tests (which shall be provided by the Landlord) show the sealed slab has a moisture content level that is either at or below the level specified by the carpet manufacturer.
- H.2. SCOPE OF CARPET WORK:
  - H.2.1. CARPET REPLACEMENT: Provide in all areas of the Premises indicated on the Carpet Replacement Plan which consists primarily of main corridors and conference rooms. Work to take place after normal business hours and on weekends and/or holidays, with the schedule coordinated in advance with the Tenant.
    - H.2.1.1. Note: replacement of flooring at the public side of the Tenant's primary reception area completed prior to renewal term, no additional replacement needed for this area.
  - H.2.2. NEW CARPET: PROVIDE IN ALL AREAS OF TENANT'S "NEW/ADDITIONAL" SPACE: Work in this area may take place during normal business hours or (at landlord's discretion) on weekends and/or holidays, with the schedule coordinated in advance with the Tenant.
  - H.2.3. CARPET CLEANING: Landlord to provide hot water/steam extraction method of carpet cleaning in all areas of the Premises with existing carpet scheduled to remain. Landlord shall coordinate cleaning schedule with Tenant.

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H.3. **CARPET** : *Locations: provide and install new installation in all areas of the new/additional space added to the demised Premises, and as indicated in "H.2" above. All submittals shall comply with the accessibility requirement of the codes set forth in B.2 herein, and shall meet or exceed all of the following specifications.*

**Broadloom Carpet Specifications:**

Manufacturer: Shaw contract group  
Style: Dean's List II

Or approved alternate matching or exceeding the following specifications:

Carpet Style: 28 oz. performance 12' wide broadloom  
Color: To be selected by Tenant (no more than one color) from Manufactures full selection of standard colors  
Construction: Pattern Loop  
Fiber Content: "eco\*solution Q" nylon (recycled content nylon)  
Dye Method: 100% Solution Dyed  
Gauge: 1/10  
Stitches Per Inch: 8.0  
Pattern Repeat: 10/32"W x 6-29/32" L  
Protective Treatment: S.S.P. Shaw Soil Protection  
Secondary backing: "EcoWorx Performance Broadloom" 12' wide backing system (proprietary name) with recycled content, and "cradle-to-cradle" recyclable. 100% thermoplastic polyolefin compound with a high performance precoat and reinforcing layer. Provides superior performance to traditional broadloom backing, no delamination, no edge ravel, complete moisture barrier – passes 10,000 impact test. PVC free.  
Electrostatic Propensity: less than 3.5 kv  
Warranty: Lifetime Commercial Limited Warranty for backing system.  
Testing: Radiant Panel Fire – class 1  
NBS Smoke < 450  
TVOC's < 500 micrograms/sqm/hr

**ADA Conformation:** Product conforms to the requirements set forth in the Americans with Disabilities Act for minimum static coefficient of friction of 0.60 recommended for accessible routes  
**CRJ Indoor Air Quality Certification:** Meets Green Label and Green Label plus requirement.

**Installation:** Direct glue down installation using Shaw 3500 or Shaw 3600 adhesives with Shaw 8300 seam sealer at all seams.

All carpet must display the approval certification label of the Carpet and Rug Institute as having passed the *Indoor Air Quality Carpet Testing Program*. All installations and materials must follow the guidelines of the approval certifications

H.4. **Vinyl Cove Base:** 4" high vinyl, standard toe cove type. Manufacturer: *Johnsonite or Mercer*. To be used with all flooring in all areas. Tenant shall make color selection (no more than two (2) colors shall be selected) from the manufacturer's full range of standard products.

H.5. **Vinyl Termination Strips:** To match vinyl cove base materials. Manufacturer: *Johnsonite or Mercer*.

H.5.1. Termination strips or change of height strips to be supplied and installed as required in order to mask all exposed flooring edges and intersections.

H.6. **RESILIENT FLOORING:** *Provide as flooring for new wheelchair shower/janitorial room.*

H.6.1. Manufacturer: Mannington Commercial, Style: Relay RE, Color: to be selectee by Tenant

I. **PAINTING:** *locations: All areas of Tenant's new/additional space, all rest rooms and staff lounge.*

I.1. All areas of new construction: provide minimum of one coat of primer and two coats of finish paint.

I.2. Office area finish: Paint in general office areas shall be (scrubbable) interior eggshell finish.

I.3. Rest rooms and staff lounge: Paint shall be *semi-gloss* (scrubbable) finish.

I.4. Doors, Frames and Casings: Paint shall be *semi-gloss* (scrubbable) finish.

I.5. Colors: To be selected by Tenant from manufacturer's full selection of standard color offering. No more than three (3) colors shall be selected.

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- J. RENOVATIONS TO TENANTS NEW SUITE ADDED TO PREMISES UNDER THE TERMS OF THE AGREEMENT HEREIN. All renovations shall be provided in conformance with the specifications herein and in conformance with the floor plans herein. The suite shall be provided to the Tenant in "turnkey" condition.

TUBULAR DAYLIGHTING DEVICES: Furnish and install 3 "sun tunnel" type skylights to direct sunlight into the ceiling of the tenant's new suite as indicated in the drawings.

- K.1 Manufacturer and Model: Velux America Inc. product model TMR 014 "Velux Sun Tunnels" with exterior dome, flashing systems, reflective aluminum tunnel, and interior diffuser or approved equal:
- K.2 Equivalent tubular day-lighting devices shall meet or exceed the following specifications:
- K.2.1 Exterior dome: polycarbonate 0.125" thick, injection molded. Maximum positive load 80 psf, maximum negative load 75 psf.
- K.2.2 Flashing system: One piece, self flashing, 0.30" thick galvalume, aluminized sheet steel.
- K.2.3 Rigid tunnel: Alanod PVP coated aluminum, micro silver 4270, 0.020" thick, 98% total reflectance.
- K.2.4 Interior diffuser: Dual diffuser system with a clear acrylic diffuser over a standard frosted lower diffuser joined by a flexible gasketing system that maintains a 3/4" air gap between the diffusers.
- K.3 Installation: Install in accordance with manufacturer's installation instructions.
- Align tubular day-lighting device free of warp or twist, maintain dimensional tolerances.

- L. Staff Lunch/Break area: Location: replacement of existing "kitchenette" in current staff lounge. See attached elevation for additional information.

- L.1. Remove and lawfully dispose of existing counter, base cabinets and sink.
- L.2. Provide and install approximately twelve (12) lineal feet of new commercial grade base and wall cabinets with face surfaces of high pressure plastic laminate and counter top of custom grade, high pressure (25" depth) plastic laminate with matching, field applied 4" backsplash.
- L.2.1. Overall counter height: provide at 36" high.
- L.2.1.1. Wheelchair accessible section of counter: Provide at 34" high.
- L.3. Electrical Outlets: Provide and install minimum of four new properly rated (wet area) duplex electrical outlets above the new counter. Circuitry supporting outlets shall be sufficient to sustain electrical loading of at least:
- L.3.1. Two coffee makers, one hot plate, two microwave ovens and two toaster ovens.
- L.4. Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer. Sink shall be located in the center portion of the counter.
- L.5. Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink. Paper towel dispenser shall be operable with one hand; the operable height shall be no more than 48".

- M. New Wheelchair Accessible Shower room: Provide layout and fixtures as shown in floor plan, fit up of this area inclusive of but not limited to flooring, plumbing, ventilation, and finished walls.

- M.1. Shower Fixture: Provide and install new "Kohler Co." "Free will" modular shower assembly as shown in the Exhibit D floor plan and in conformance with manufacturer's product installation guide lines and methods.
- M.2. Bench: Provide and install new fold-up shower bench in location shown. Manufacturer: Bobrick; Style/Model: B-5171.
- M.3. Janitorial service sink: Remove existing cracked service sink, replace with new fiberglass service sink of similar size and style and install in location shown.
- M.4. Hot Water Heater: The Existing hot water heater is acceptable for re-use.
- M.5. Door: The existing door and frame provided at this room shall remain, however the entry hardware shall be replaced with a new lever set with privacy lock set.
- M.6. Remove existing lighting fixture, provide and install new lighting as follows:
- M.6.1. Provide and install built-in dome light in shower module per manufacturer's standards
- M.6.2. Provide and install new 2 lamp fluorescent wrap-around fixture in general room area, Manufacturer: Columbia WP 240A or equal

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- M.7. Ceiling: Repaint existing gyp board ceiling.
- M.8. Walls: after completion of fixture installation patch all walls, repaint with semi-gloss paint.
- M.9. Ventilation: Provide code conforming (appropriately rated) exhaust fan on the same switch as the lighting.

**ELECTRICAL: PROVIDE THE FOLLOWING FOR THE NEW/ADDITIONAL AREA OF THE PREMISES WHICH ARE BEING RENOVATED FOR THE TENANT'S USE:**

- N.1. Energy Conservation: This portion of the facility shall conform to all applicable requirements of the State of New Hampshire Energy Code.
  - N.1.1. The Landlord shall utilize energy conservation equipment throughout the space.
  - N.1.2. The Tenant shall favorably consider energy conservation alternatives for all items within this section.
- N.2. Electrical Service: Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, systems furniture (8 wire connections) specialty equipment and any and all other items; including the capacity to add additional circuitry as required at a later date. Provide duplex electrical outlets in all areas as required by code, the specifications herein, and as noted on the floor plans. The outlets shown on the floor plans are "additional" to standard requirements, required in quantities shown and in the locations shown.
- N.3. Electrical Finishes: All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
- N.4. Electrical Installation Heights: All switches shall have an installation height (at centerline of device) of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.
- N.5. Electrical Distribution:
  - N.5.1. Electrical Outlets – Dedicated and Common Circuit Needs: Staff areas, i.e. workstations and private offices, shall be provided with one 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs, and at least one additional common circuit for non-PC use. Provide additional circuits as required for provision of power to "hot box" (areas of shared electrical equipment use) and copier locations indicated on plans.
  - N.5.2. Electrical Outlets - All other areas:
    - N.5.2.1. Provide a minimum of two (2) 20 amp duplex outlets per wall, with spacing not to exceed one outlet per 10 lineal feet of wall.
  - N.5.3. Common Halls:
    - N.5.3.1. Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

**O. Lighting Standards: PROVIDE THE FOLLOWING FOR THE NEW/ADDITIONAL AREA OF THE PREMISES WHICH ARE BEING RENOVATED FOR THE TENANT'S USE:**

- O.1. 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 construction. 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.
  - O.1.1. General Interior Lighting Fixtures: Shall be Troffer Type acrylic prismatic lens, standard 2' X 4' three (3) lamp electronic ballasts, using high efficiency T-8, 4100 degree kelvin lamps. Switching to be provided at all staff private offices and as otherwise determined by the Tenant.
- O.2. Interior Lighting - Ballast and Lamps:
  - O.2.1. All interior lighting shall be designed for energy conservation:
  - O.2.2. All switching for ALL interior lighting within the General Office Area(s) shall be done fully from the primary Staff Entry or as directed by the Tenant.
  - O.2.3. Ballast Type: High efficiency T-8. Low power T-8 ballasts are preferred within this specification. All ballasts shall provide: <, 20% harmonic distortion; crest factor of <1.52 and a power factor >92%

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Date: 2/1/00

- O.2.4. Lamp Type: High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.
- O.3. Interior Lighting - Illumination Standards: Shall be adequate as to insure safe and uniform quality lighting throughout the building. The illumination standards shall be designed and maintained to comply with ICC standards in Chapter 12 of the 2006 "International Building Code".
  - O.3.1.1. Interior Areas . . . . . 30-40 Foot-candles at 30" from finished floor.
  - O.3.1.2. Night Light Circuits: Shall be provided throughout the common areas of the building and as otherwise defined by the Tenant. The minimum illumination standards at floor level, are set forth as follows:
    - O.3.1.3. Common Areas. . . . . 5 Foot-candles
    - O.3.1.4. The conference room shall be provided with 2 lighting circuits separately switched to allow low level lighting for presentations using projectors and high level lighting for ordinary conferences.
- O.4. Means of Egress Lighting:
  - O.4.1. Shall be provided, e.g. at all corridors, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101.
- O.5. Labeling: All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.

**P. COMMUNICATIONS REQUIREMENTS: PROVIDE THE FOLLOWING FOR THE NEW/ADDITIONAL SUITE OF SPACE TO BE ADDED TO THE PREMISES UNDER THE TERMS OF THE AGREEMENT HEREIN.**

- P.1. Electrical and Data Coordination: Electrical engineer must reference within the electrical specification the Tenant's data communication requirements as defined by TIA/EIA 568B category 5E data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.
- P.2. Telephone and Data Circuits: Tenant shall be responsible for provision of all telephone and data connectivity throughout their office space. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communications Room(s), including but not limited to: digital data services and ISDN. Landlord to provide Telephone riser cable from the building's d-mark into the Tenant's Data/Communications Rooms. Telephone riser cable must provide 30% expansion from Tenant's current needs.
- P.3. Telephone and Data Station Cabling:
  - N.3.1 Telephone and Data: The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenant. All such services shall be terminated, including premise cabling, within the (Data/Com) Communications Rooms, including but not limited to: digital data services and ISDN. The color of the cable and jacks shall be "Blue".
- P.4. Grounding: All racks, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, etc., entering or residing in the TR or ER shall be grounded to the respective TGB or TMGB using a minimum #6 AWG stranded copper bonding conductor
- P.5. Identification and Labeling: All telecommunications cables and terminals shall be clearly and permanently labeled in accordance with the Tenant's standard labeling system.
- P.6. Testing and Acceptance: All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-A Addendum 5, TSB-67 and TSB-95. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed.

**Q. FIRE SUPPRESSION SYSTEMS: PROVIDE THE FOLLOWING FOR THE NEW/ADDITIONAL AREA OF THE PREMISES WHICH ARE BEING RENOVATED FOR THE TENANT'S USE:**

- Q.1. System shall conform to all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions to the existing system shall be the

Landlord Initials: *AM*  
Date: *2/1/12*

sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.

Q.1.1. System shall be inspected and maintained in conformance with the requirements of the Lease Agreement herein.

Q.2. Fire Extinguishers: To be provided, maintained and inspected by Landlord in conformance with the requirements of prevailing codes and in accordance with the requirements of the Lease Agreement herein.

**R. FIRE ALARM SYSTEM: PROVIDE THE FOLLOWING FOR THE NEW/ADDITIONAL AREA OF THE PREMISES WHICH ARE BEING RENOVATED FOR THE TENANT'S USE:**

R.1. The presence and type provided shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.

R.2. The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.

R.3. Landlord to provide connectivity via dry contact or other means to building's fire alarm control panel for any and all security and access system needs.

**S. HVAC and VENTILATION: PROVIDE THE FOLLOWING FOR THE NEW/ADDITIONAL AREA OF THE PREMISES WHICH ARE BEING RENOVATED FOR THE TENANT'S USE:**

S.1. Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.

S.2. HVAC – provision of fresh air and other minimum quality standards - Reference the State of NH Standard Lease Agreement, EXHIBIT D, Part II for required testing and certification of compliance with State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings". The requirements of RSA 10-B are as defined by the "Department of Environmental Services" administrative rules Chapter Env-A 2200.

S.3. HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy of the new/additional bay of space, the Landlord shall provide the Tenant with said report. Said report shall be deemed as part of the lease/contract documents.

S.4. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by *ASHRAE 55-1992 - Thermal Comfort Considerations*.

S.5. Separate Thermostat providing Tenant control of "Additional space" separate from control or setting of any other space to be provided.

**T. INDOOR AIR QUALITY TESTING:**

T.1. CLEAN AIR (RSA-10B) TESTING: In conformance with the requirements of Env-A 2200 re-test and re-certify all existing space; test and certify new space. See Exhibit D part II of the lease Agreement herein for further specifications regarding these requirements.

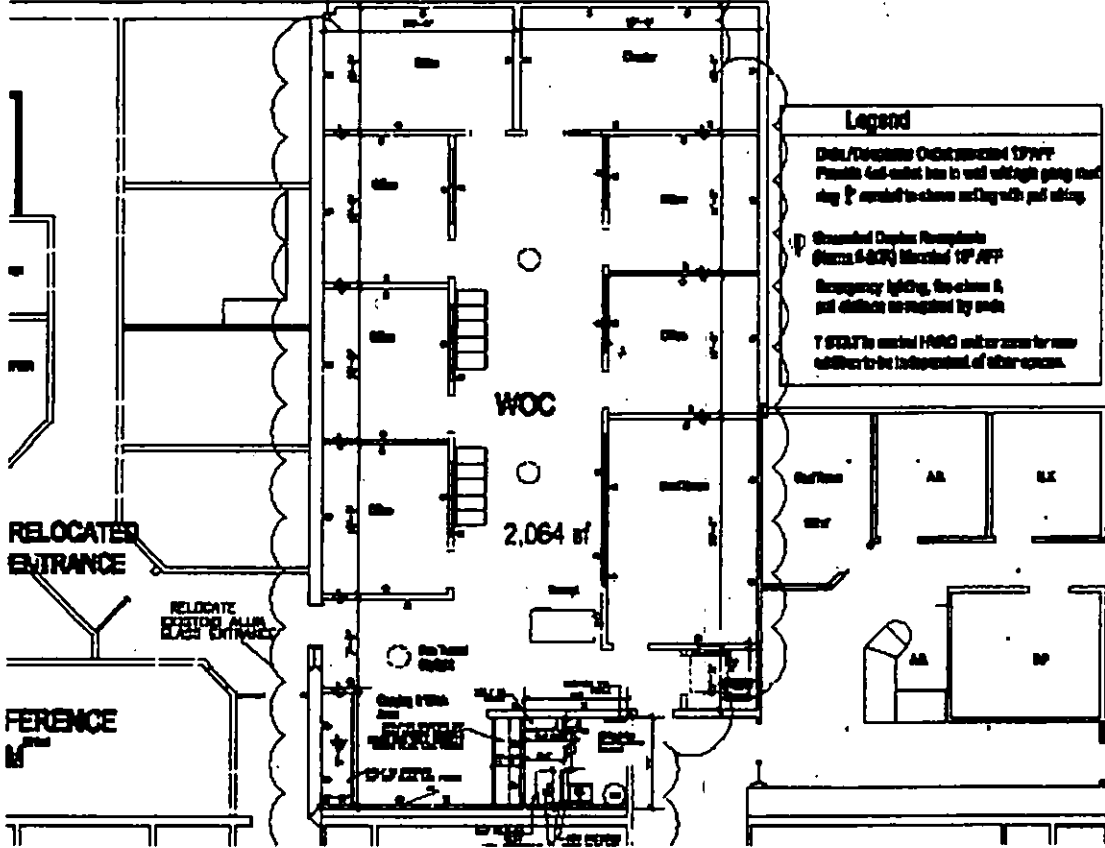
T.2. MOLD TEST: PROVIDE AIR SAMPLING TEST OF INDOOR AREAS, ANALYSIS TO INCLUDED COMPARISON SAMPLE OF OUTDOOR TEST. PROVIDE REMEDIATION IF RESULTS SHOW SIGNIFICANT SPORE CONCENTRATIONS.

Landlord Initials: SW  
Date: 2/2/12

**EXHIBIT D PART III FLOOR PLAN:  
ADDITIONAL/NEW SPACE TO BE  
PROVIDED BY THE LANDLORD**

EMERGENCY  
EXIT FOR ADJACENT  
SPACE

CLAD ENVELOPE SCOPE OF WORK



Landlord Initials: PA  
Date: 1/11/10

**EXHIBIT E  
SPECIAL PROVISIONS**

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

**SPECIAL PROVISIONS:**

1. Inspect existing sprinkler system and provide copy of SPRINKLER TESTING report to Tenant.  
Landlord to conform to the provisions of section 8.9 (testing and inspection) of the lease during the renewal term.

**MODIFICATIONS TO THE STANDARD PROVISIONS:**

The Standard Provisions of section 10.2 Schedule for Completion are deleted replaced by the following:

**Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto.

The Standard Provisions of section 15, Insurance, are deleted replaced by the following:

**Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide *minimum* insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than four million (\$4,000,000). 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.

Landlord Initials: CSH  
Date: 8/1/16

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/02/2010

PRODUCER 603.424.9901 FAX 603.424.3203  
Brown & Brown of N H, Inc.  
309 Daniel Webster Highway  
PO Box 1510  
Princeton, NH 03054-1510

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

INSURED Gerald P McCarthy Properties  
Po Box 100  
West Wareham, MA 02576

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. Vermont Mutual Ins Co	26018
INSURER B. Allmerica Financial Alliance I	10212
INSURER C. NorGUARD	
INSURER D.	
INSURER E.	

## COVERAGES

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

INSR ADDL LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BP17033513	04/25/2010	04/25/2011	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (EA occurrence)				\$ 50,000	
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC.					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AW6809228	11/17/2009	11/17/2010	COMBINED SINGLE LIMIT (EA accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CUL6603636	04/25/2010	04/25/2011	EACH OCCURRENCE	\$ 4,000,000
					AGGREGATE	\$ 4,000,000
	DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	GEWC114631	05/31/2010	05/31/2011	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

## CERTIFICATE HOLDER

NH Department of Resources  
and Economic Development  
172 Pembroke Road  
Concord, NH 03302

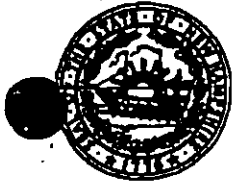
## CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
Jennifer Kokolis/CM4

*Jennifer J. Kokolis*





STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION  
ON DISABILITY

ARCHITECTURAL BARRIER-FREE  
DESIGN COMMITTEE

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

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

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

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

July 20, 2010

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

**Requested Action**  
**Recommendation Regarding Lease Approval**

**Lessee:** Department of Resources and Economic Development  
**Location:** 172 Pembroke Road, Concord, NH 03301  
**Lessor:** Gerald P. McCarthy Properties, PO Box 100, West Wareham, MA 02576  
**Term:** October 1, 2010 - September 30, 2015

The Architectural Barrier-Free Design Committee respectfully recommends that the subject lease renewal for approximately 27,500 square feet be approved with the following conditions:

1. All renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006 and ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2009 as amended, and ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). When applicable (designated by "LAHJ approval required."), renovation plans shall be submitted to the local authority having jurisdiction (i.e. the Building Inspector) for approval.

No later than thirty (30) days after the commencement of the term, the Landlord shall provide the following improvements, #2 - #7:

**Exterior Conditions:**

2. Accessible Parking Signage
  - a. Reposition the existing parking signs so that the base of each sign is a minimum of 60 inches above the parking lot surface per ANSI 502.7 and NH RSA 265.
  - b. Install a "NO PARKING" sign at the head of access aisles not directly associated with an entrance door per ABFD 303.02(b)(4).

**Interior Conditions:**

3. Front Lobby Reception Counter
  - a. The top of the reception counter is 47 inches above the floor. ANSI 904.3 requires that at least a 36 inch portion of a service counter be a maximum height of 36 inches above the floor. Modify the reception counter to provide the required access.

**4. Travel & Tourism Entry**

- a. Remove all boxes, furniture and other objects from the entrance vestibule to maintain a 60 inch turning radius per ANSI 404.2.3.

**5. Public Toilet Rooms**

a. Women's Room:

- i. Replace the existing 36 inch long grab bar located on the side wall of the water closet with a 42 inch grab bar per ANSI 605.4.1.
- ii. Relocate the toilet seat cover dispenser so that the dispensing slot is no more than 48 inches above the floor per ANSI 308. Maintain at least 12 inches above the grab bar per ANSI 609.3.
- iii. Provide the toilet flush lever on the opposite side of the tank (towards the open side of the room) per ANSI 604.6 or provide automatic flush capability.
- iv. Provide a pull on the outside of the accessible stall door per ANSI 604.9.3.

b. Men's Room:

- i. Replace the existing 36 inch long grab bar located on the side wall of the water closet with a 42 inch grab bar per ANSI 605.4.1.
- ii. The existing coat hook in the accessible stall exceeds the maximum reach range required by ANSI 308. Install an additional coat hook at 48 inches maximum above the floor.
- iii. Provide a pull on the outside of the accessible stall door per ANSI 604.9.3.

c. Showers:

- i. Shower stalls located in the Men's and Women's Rooms are not accessible. Discontinue using the shower stalls, or provide an accessible unisex shower stall, in compliance with IBC Chapter 11 and ANSI 608.

**6. Secondary Toilet Rooms**

a. Women's Room:

- i. Replace the existing 36 inch long grab bar located on the side wall of the water closet with a 42 inch grab bar per ANSI 605.4.1.
- ii. Relocate the toilet seat cover dispenser so that the dispensing slot is no more than 48 inches above the floor per ANSI 308.
- iii. The existing coat hook in the accessible stall exceeds the maximum reach range required by ANSI 308. Install an additional coat hook at 48 inches maximum above the floor.
- iv. Provide a pull on the outside of the accessible stall door per ANSI 604.9.3.

b. Men's Room:

- i. Replace the existing 36 inch long grab bar located on the side wall of the water closet with a 42 inch grab bar per ANSI 605.4.1.
- ii. Provide the toilet flush lever on the opposite side of the tank (towards the open side of the room) per ANSI 604.6 or provide automatic flush capability.
- iii. Provide a pull on the outside of the accessible stall door per ANSI 604.9.3.

**7. Kitchenette Sink - The existing sink rim is 36 inches above the floor and the location of the sink in the corner does not allow the 30 x 48 inch clear floor space parallel to and on center with the sink that is required for a parallel approach per ANSI 606.2.**

- a. Provide a sink so that the rim of the sink is 34 inches maximum above the floor per ANSI 606.3.
- b. Provide a 30 inch wide by 27 inch high knee space under the new sink to allow a forward approach per ANSI 606.2; insulate or otherwise shield the water lines per ANSI 606.6.

**Or**

- c. Provide a new kitchenette with a conforming sink.

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

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

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

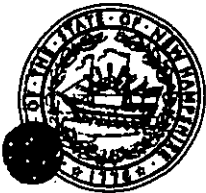
David Gleason  
David Gleason, Chair *wj*

wb

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

The following previous conditions outlined in the May 10, 2005 Letter of Recommendation have been met:

- Renovation of accessible parking spaces to create a van space and a vehicle space, Item 1
- Provision of an accessible route, Item 2
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STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION  
ON DISABILITY

**ARCHITECTURAL BARRIER-FREE  
DESIGN COMMITTEE**

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

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

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

Voice or TTY

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

August 17, 2010

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

**Requested Action**  
**Recommendation Regarding Lease Approval**

**Lessee:** Department of Resources and Economic Development  
**Location:** 172 Pembroke Road, Concord, NH 03301  
**Leasehold Interest:** Gerald P. McCarthy Properties, PO Box 100, West Wareham, MA 02576  
**Term:** October 1, 2010 – September 30, 2017

The Architectural Barrier-Free Design Committee respectfully recommends that the subject lease renewal for approximately 29,564 square feet be **approved with the following conditions:**

1. All new work and renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006 and ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2009 as amended, and ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). When applicable (designated by "LAHJ approval required."), renovation plans shall be submitted to the local authority having jurisdiction (i.e. the Building Inspector) for approval.

**No later than thirty (30) days after the commencement of the term, the Landlord shall provide the following improvements, #2 - #4:**

**Exterior Conditions:**

2. **Accessible Parking Signage**
  - a. Reposition the existing parking signs so that the base of each sign is a minimum of 60 inches above the parking lot surface per **ANSI 502.7** and **NH RSA 265**.
  - b. Install a "NO PARKING" sign at the head of access aisles not directly associated with an entrance door per **ABFD 303.02(b)(4)**.

**Interior Conditions:**

3. **Public Toilet Rooms**
  - a. **Women's Room:**
    - i. Replace the existing 36 inch long grab bar located on the side wall of the water closet with a 42 inch grab bar per **ANSI 605.4.1**.

- ii. Relocate the toilet seat cover dispenser so that the dispensing slot is no more than 48 inches above the floor per **ANSI 308**. Maintain at least 12 inches above the grab bar per **ANSI 609.3**.
  - iii. Provide the toilet flush lever on the opposite side of the tank (towards the open side of the room) per **ANSI 604.6** or provide automatic flush capability.
  - iv. Provide a pull on the outside of the accessible stall door per **ANSI 604.9.3**.
- b. Men's Room:
- i. Replace the existing 36 inch long grab bar located on the side wall of the water closet with a 42 inch grab bar per **ANSI 605.4.1**.
  - ii. The existing coat hook in the accessible stall exceeds the maximum reach range required by **ANSI 308**. Install an additional coat hook at 48 inches maximum above the floor.
  - iii. Provide a pull on the outside of the accessible stall door per **ANSI 604.9.3**.

4. Secondary Toilet Rooms

a. Women's Room:

- i. Replace the existing 36 inch long grab bar located on the side wall of the water closet with a 42 inch grab bar per **ANSI 605.4.1**.
- ii. Relocate the toilet seat cover dispenser so that the dispensing slot is no more than 48 inches above the floor per **ANSI 308**.
- iii. The existing coat hook in the accessible stall exceeds the maximum reach range required by **ANSI 308**. Install an additional coat hook at 48 inches maximum above the floor.
- iv. Provide a pull on the outside of the accessible stall door per **ANSI 604.9.3**.

b. Men's Room:

- i. Replace the existing 36 inch long grab bar located on the side wall of the water closet with a 42 inch grab bar per **ANSI 605.4.1**.
- ii. Provide the toilet flush lever on the opposite side of the tank (towards the open side of the room) per **ANSI 604.6** or provide automatic flush capability.
- iii. Provide a pull on the outside of the accessible stall door per **ANSI 604.9.3**.

**No later than sixty (60) days after the commencement of the term, the Landlord shall provide the following improvements, #5- #6:**

5. Front Lobby Reception Counter

- a. The top of the reception counter is 47 inches above the floor. **ANSI 904.3** requires that at least a 36 inch portion of a service counter be a maximum height of 36 inches above the floor. Modify the reception counter to provide the required access.

6. Travel & Tourism Entry

- a. Remove all boxes, furniture and other objects from the entrance vestibule to maintain a 60 inch turning radius per **ANSI 404.2.3**.

**No later than ninety (90) days after the commencement date of the term the Landlord shall (at the sole expense of the Landlord) complete provision of all renovations required for the Tenant's "additional space" shown in the floor plan titled "Exhibit D Part III Floor Plan" and as specified in "Exhibit D Part III, Tenant Improvement Specifications".**

7. Staff Showers

- a. The two existing staff showers are not wheelchair accessible and are not compliant per **IBC 1109.2....** Provide a new single user wheelchair accessible shower area in the existing Janitor's

Closet as outlined in Exhibit D Floor Plan and Specifications. Ensure a clearance of 48 inches minimum in length perpendicular to the control wall, and 36 inches minimum in depth adjacent to the open face of the compartment per ANSI 608.2.1 and ANSI Fig. 608.2.1.

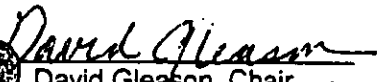
**No later than one hundred fifty (150) days after the commencement of the term, the Landlord shall provide the following improvements, #7- #7:**

8. Kitchenette Sink – The existing sink rim is 36 inches above the floor and the location of the sink in the corner does not allow the 30 x 48 inch clear floor space parallel to and on center with the sink that is required for a parallel approach per ANSI 606.2.
  - a. Provide a new kitchenette with a conforming sink as outlined in Exhibit D.

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

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

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

  
David Gleason, Chair *wb*

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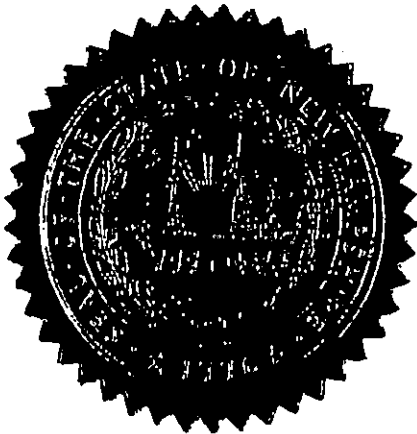
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State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GERALD P. MCCARTHY PROPERTIES is a New Hampshire trade name registered on April 3, 1987 and that Gerald P. McCarthy presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13<sup>th</sup> day of August, A.D. 2010

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

William M. Gardner  
Secretary of State