



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-9500 1-800-852-3345 Ext. 9500
 Fax: 603-271-8149 TDD Access: 1-800-735-2964

February 6, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to the existing lease with 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc., 11 Court Street, Exeter, New Hampshire 03833 (Vendor #167378) for continued occupation by the Seacoast District Office by increasing the price limitation in the amount of \$498,378.72 to \$1,962,301.68 from \$1,463,922.96 and by extending the term for up to twelve months from March 31, 2013 to March 31, 2014, effective April 1, 2013 or upon Governor and Council approval, whichever is later, through March 31, 2014. Governor and Council approved the original lease on December 9, 2009, item #79. Funds are available in the following account for SFY 2013 and anticipated to be available in SFY 2014 upon the availability and continue appropriation of funds in the future operating budgets.

GEN= 60% / FED = 40%

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
 HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2010	022-500248	Rents&Leases Other than State	\$119,306.49	\$ 0.00	\$119,306.49
SFY 2011	022-500248	Rents&Leases Other than State	\$479,999.04	\$ 0.00	\$479,999.04
SFY 2012	022-500248	Rents&Leases Other than State	\$490,833.39	\$ 0.00	\$490,833.39
SFY 2013	022-500248	Rents&Leases Other than State	\$373,784.04	\$124,594.68	\$498,378.72
SFY 2014	022-500248	Rents&Leases Other than State	\$ 0.00	\$373,784.04	\$373,784.04
Total			\$1,463,922.96	\$498,378.72	\$1,962,301.68

EXPLANATION

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this Seacoast District Office located at 50 International Drive since 2010 currently house ninety-five (95) employees. The current restructuring of the Department's District Offices and the changes in the way the Department disburses benefits has caused the need to remain at this location until these modifications can be fine tuned and implemented, therefore, presenting a streamlined, more efficient District Office. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for up to twelve months to provide these changes.

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the Department to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Seacoast catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need up to twelve months to finalize the process and obtain authorization of any subsequent lease contract.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Portsmouth Herald on September 16 and 26, 2008. The Department submitted the advertisement to the Department of Administrative Services for inclusion on the WEB for broadened exposure. The Department also placed the Request For Proposal on its WEB page. The space search produced only one viable proposal from 75 New Hampshire, LLC. Therefore, the Department pursued a new lease with 75 New Hampshire LLC.

The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance. The current lease rate is \$19.32 per square foot gross; the lease amendment provides the same square foot rate for the amendment term. The square footage remains the same at 25,796.

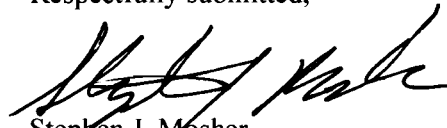
Approval of this lease amendment agreement will allow the Department to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area served by the Seacoast District Office is the majority of Rockingham County.

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

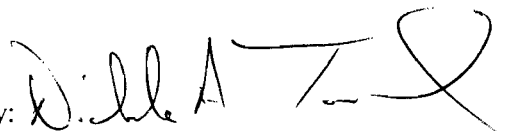
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

DATE: February 14, 2013

SUBJECT: Attached Lease;
Approval respectfully requested.

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

LESSEE: Department of Health and Human Services, 129 Pleasant Street, Concord NH 03301

LESSOR: 75 Hampshire, LLC c/o James Horne, Cp Mgt. Inc., 11 Court Street, Exeter, NH 03833

DESCRIPTION: Lease Amendment. Approval of the enclosed will authorize extending the term of the Department's current Seacoast District Office comprised of 25,796 square feet located at 50 International Drive, Portsmouth, NH. The additional time provided under the terms of the current lease will allow the Department to complete evaluation of current restructuring initiatives and how these changes should be structured into a more streamlined, efficient office.

TERM: Twelve (12) months, April 1, 2013 through March 31, 2014

RENT: The current annual rent remains unchanged, \$498,378.72 which is \$19.32 per SF prorated to a monthly rent of \$41,531.56

JANITORIAL: Included in rent

UTILITIES: Included in rent

TOTAL COST: \$498,378.72

PUBLIC NOTICE: The Department determined it was more cost effective to amend the lease (sole source) to provide time for evaluating current restructuring initiatives rather than solicit new proposals and potentially incurring costly relocation expenses.

CLEAN AIR PROVISIONS: No provisions applicable to an amended (extended term) lease

BARRIER-FREE DESIGN COMMITTEE: No review by Committee required for an amended lease

OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Division of Plant and Property MGMT


Michael Connor, Director

LEASE SPECIFICS

Landlord:	75 New Hampshire, LLC c/o James J. Horne, CPManagement, Inc. 11 Court Street Exeter, New Hampshire 03833
Location:	50 International Drive Portsmouth, New Hampshire 03801
Monthly Rent:	Year 1 \$41,531.56
Square Footage:	25,796
Square Foot Rate:	Year 1 \$19.32
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing April 1, 2013 through March 31, 2014
Total Rent:	\$498,378.72

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, JANUARY 28 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc. (hereinafter referred to as the "Landlord") with a place of business at 11 Court Street, Exeter, New Hampshire 03833.

Whereas, pursuant to a three-year Lease agreement (hereinafter called the "Agreement"), for 25,796 square feet of space located at 50 International Drive, Portsmouth, New Hampshire which was first entered into on November 12, 2009, which was approved by the Governor and Executive Council on December 9, 2009, item #79 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their Regionalization of District Offices and their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to twelve (12) months to respond to Regionalization and to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

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 while continuing 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, March 31, 2013 is hereby amended to terminate up to twelve (12) months thereafter, March 31, 2014. 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 the terms and conditions of the authorized "renewal lease".

3.3 Extension of Term: This section is deleted in its entirety.

4.1 Rent: The current annual rent of \$498,378.72, which is approximately \$19.32 per square foot, will remain the same for the term, which shall be prorated to a monthly rent of \$41,531.56, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable April 1, 2013 or within 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 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 \$498,378.72.

Initials: JP

Date: 1/28/13

15 Insurance: Paragraph 15 of the Lease is deleted and replaced with the following new paragraph: During the Term and any extension thereof, the Landlord shall at it's sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and one million (\$1,000,000.00) per incident and no less than one million (\$1,000,000.00) in excess/umbrella liability each occurrence. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

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

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

Initials: DP
Date: 1/28

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

TENANT: State of New Hampshire Department of Health and Human Services

Date: 2/11/13

By 
Stephen J. Mosher, Chief Financial Officer

LANDLORD:

Date: 1/28/2013

By 
Daniel L. Plummer, Co-Manager

Acknowledgement: State of NEW HAMPSHIRE, County of ROCKINGHAM.

On (date) 1/28/2013, before the undersigned officer, personally appeared DANIEL L. PLUMMER, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: 

Commission expires: 6-8-2016 Seal:

Name and title of Notary Public or Justice of the Peace (please print):
KATHERINE A BLEICH.

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

By: , Assistant Attorney General, on 19 Feb. 2013.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

**ATTACHMENT TO EXHIBIT B
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2013	4/1/2013	\$ 19.32	\$ 41,531.56		
	5/1/2013	\$ 19.32	\$ 41,531.56		
	6/1/2013	\$ 19.32	\$ 41,531.56		\$ 124,594.68
2014	7/1/2013	\$ 19.32	\$ 41,531.56		
	8/1/2013	\$ 19.32	\$ 41,531.56		
	9/1/2013	\$ 19.32	\$ 41,531.56		
	10/1/2013	\$ 19.32	\$ 41,531.56		
	11/1/2013	\$ 19.32	\$ 41,531.56		
	12/1/2013	\$ 19.32	\$ 41,531.56		
	1/1/2014	\$ 19.32	\$ 41,531.56		
	2/1/2014	\$ 19.32	\$ 41,531.56		
	3/1/2014	\$ 19.32	\$ 41,531.56	\$ 498,378.72	\$ 373,784.04
Total Rent				\$ 498,378.72	\$ 498,378.72

Initials: DLP
Date: 1/28

Client#: 58038

TWOIN

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
01/24/2013

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

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

PRODUCER People's United Ins. Agency CT One Goodwin Square Hartford, CT 06103 860 524-7600	CONTACT NAME: Karen Disipio PHONE (A/C, No, Ext): 860 524-7600 E-MAIL ADDRESS: KDisipio@RCKnox.com		FAX (A/C, No): 860 722-7728
	INSURER(S) AFFORDING COVERAGE		
INSURED 75 New Hampshire LLC Two International Group, LLC 1 New Hampshire Avenue #101 Portsmouth, NH 03801	INSURER A: Citizens		NAIC # 31534
	INSURER B: Hanover Insurance Co		22292
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZBE873227701	06/10/2012	06/10/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZBE873227701	06/10/2012	06/10/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			UHE873227901	06/10/2012	06/10/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RE: Premises leased at 50 International Drive, Portsmouth, NH.
State of New Hampshire Department Administrative Services, ATIMA is
additional insured where required by contract per the terms, conditions and
exclusions of the general liability policy.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department Administrative Services Attn: Leon Smith, Administrator 129 Pleasant Street 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 <i>People's United Insurance Agency</i>
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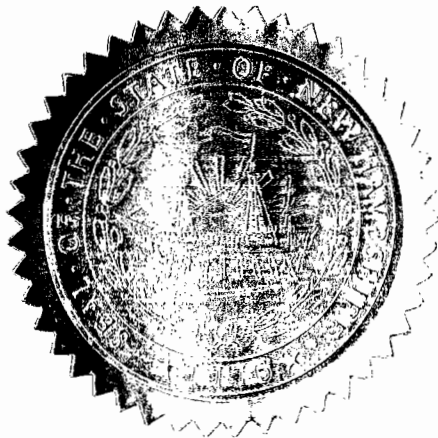
© 1988-2010 ACORD CORPORATION. All rights reserved.

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 75 New Hampshire, LLC is a New Hampshire limited liability company formed on June 27, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of January, A.D. 2013

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

William M. Gardner
Secretary of State

75 NEW HAMPSHIRE, LLC

CERTIFICATE OF RESOLUTION

Dated: 1/28/13

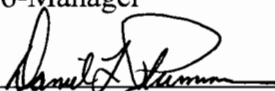
The undersigned, being the Managing Members of 75 New Hampshire, LLC, hereby certify that the following Resolution was adopted by the Company on January 23, 2013.

RESOLVED: To authorize the Company to enter into an "Amendment" to the Lease with the New Hampshire Department of Health and Human Services of even date, and to authorize Daniel Plummer as Co-Manager to execute the Amendment on behalf of the Company.

75 New Hampshire, LLC
A New Hampshire limited liability company

Levere Properties, LLC
Co-Manager

By:


Daniel L. Plummer, Manager

Say Pease VII, LLC
Co-Manager

By:


Cyrus W. Gregg, Manager

System for Award Management Windows Internet Explorer

https://www.sam.gov/portal/public/SAM/?portal:componentId=66fdb602-77f6-4ba0-914e-0bedf0d831e1&portal:type=...

File Edit View Favorites Tools Help

McAfee

System for Award Management

USER NAME: PASSWORD: **LOG IN**

[Forgot Username?](#) [Forgot Password?](#) [Create an Account](#)

SAM
SYSTEM FOR AWARD MANAGEMENT

[HOME](#) [SEARCH RECORDS](#) [DATA SOURCES](#) [GENERAL INFO](#) [ABOUT](#)

Search Results

You can refine your search by entering new search criteria in the search box and using the Search In Results button. If you wish to perform a new search use the Clear Search button. Using the Save Search button will allow you to run this search at a later time.
[Important message regarding exclusion searches.](#)

Current Search Terms: 75 New* hampshire* LLC*

[Clear Search](#)

[SAVE SEARCH](#) [EXPORT RESULTS](#) [PRINT](#)

Result page 0 of 0

Order by:

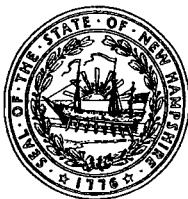
Sort by:

FILTER RESULTS **No records found for current search.**

Done, but with errors on page.

Start | Leon J. Smith - Inbox - I... | System for Award Ma... | Internet | 100% | 3:11 PM

2/5/13



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

James P. Fredyma
Controller

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4846 1-800-852-3345 Ext. 4846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

COPY

November 10, 2009

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a new lease with 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc, 11 Court Street, Exeter, New Hampshire 03833 (Vendor #167378) in the amount of \$1,463,922.96 commencing effective December 10, 2009 and to end three years, three months and 22 days on March 31, 2013. Occupancy of the premises and commencement of rental payments shall be three months and 22 days thereafter, April 1, 2010, following completion of all specified renovations. Funds are available in the following account for SFY 2010 and SFY 2011 and are anticipated to be available in SFY 2012 through SFY 2013 upon the availability and continued appropriation of funds in the future operating budgets.

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Job Number	Total
SFY 2010	022-500248	Rent & Leases Other than State	95304006	\$119,306.49
SFY 2011	022-500248	Rent & Leases Other than State		\$479,999.04
SFY 2012	022-500248	Rent & Leases Other than State		\$490,833.39
SFY 2013	022-500248	Rent & Leases Other than State		\$373,784.04
Total				\$1,463,922.96

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services currently house ninety-five (95) employees at the Portsmouth District Office. This new lease allows the inclusion of the Division for Juvenile Justice Services to be housed in this office.

As required by Administrative Rule Adm 610.06 "Public Notice" on September 16 and 26, 2008, a space search was conducted through newspaper advertisements in the New Hampshire Union Leader and Portsmouth Herald (see attached Advertising Schedule). The Department submitted the advertisement to the Department of

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
November 10, 2009
Page 3

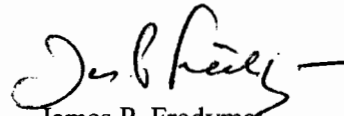
Approval of this new lease agreement will allow the Department to move to a new location, better suited for the delivery of the Department's services and in an accessible, secure and confidential environment.

The area served by the Portsmouth District Office is the majority of Rockingham County.

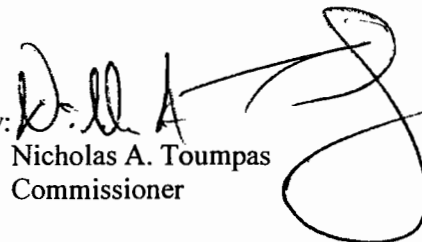
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

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

Respectfully submitted,


James P. Fredyma
Controller

Approved by:


Nicholas A. Toumpas
Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

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 12th day of November, 2009, by the following parties:

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

Name: 75 Hampshire, LLC, c/o James J. Horne, CPManagement, Inc.

(if corporation, give full corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 11 Court Street

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

<u>Exeter</u>	<u>NH</u>	<u>03833</u>	<u>(603) 778-6300</u>
City	State	Zip	Telephone number

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

Department Name: Department of Health and Human Services

Address: 129 Pleasant Street

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

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-4213</u>
City	State	Zip	Telephone number

WITNESSETH THAT:

2. **Demise of the Premises:**

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

Location of Space to be leased: 50 International Drive

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

<u>Portsmouth</u>	<u>NH</u>	<u>03801</u>
City	State	Zip

The demise of the premises consists of approximately 25,796 square feet

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

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

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

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of 3 yrs/3 mo/22 days year(s), commencing on the 10th day of December, in the year 2009, and ending on the 31st day of March, in the year 2013, unless sooner terminated in accordance with the Provisions hereof.

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

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See Exhibit E for text replacing Section 3.2.1 "Delay in Occupancy"

3.2.1 Delay in Occupancy, Commencement Date Extensions: ~~SELECTED~~ ☐

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

If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for The performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as _____ days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null and void without recourse to the parties hereto.

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3.3 Extension of Term: The Tenant shall have the option to extend the Term for *(insert text)* one Additional term(s) of two 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. See Exhibit E for text replacing Section 3.3 "Extension of Term"

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3.4 Conditions on the Commencement and Extension of Term:

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

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See Exhibit E for text replacing Section 3.4 "Conditions on the Commencement and Extension of Term"

4. Rent, Additional Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B The first such installment to be due and payable on the following date: *(insert month, date and year)* April 1, 2010. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

4.2 Additional Rent: *(optional escalation, applicable only if the selection box is marked)* ☐ **SELECTED**
The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:

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

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

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

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

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

See Exhibit B "Schedule of Annual Rent" for text replacing Section 4.2 "Additional Rent"

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

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

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

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

OR: See Exhibit E for text modifying Section 6 "Utilities"

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

Utilities and maintenance items not included in the statement selected above shall be defined as the following:
(document the utilities not to be provided in the space below, or further define in Exhibit E)

Tenant solely responsible for telephone, data and security surveillance services with direct payment to provider thereof.

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

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

7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* office space for its employees engaged in the delivery of health and human services

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

8. **Maintenance and Repair:**

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

See Exhibit E herein for additional provisions to Section 8.1.

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

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

☐ Janitorial Services shall be the Tenant's responsibility.

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

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

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

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

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

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

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

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

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

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

See Exhibit E herein for additional provisions to Section 10.1.1.

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

10.2.1 Extension of Time for Completion: If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) 0 days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) N/A days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

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

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

B. Occupancy of Premises "As is": Occupy the Premises in its current condition, in which event the rent hereunder shall be decreased by the proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

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

D. Delay Occupancy: In accordance with paragraph 3.2 herein.

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.~~

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See Exhibit E herein for additional provisions and supplemental text replacing "11 Quiet Enjoyment".

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

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

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

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

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See Exhibit E for text replacing and modifying Section 15

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

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

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

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

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- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 17. Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.
- 18 Event of Default; Termination by the Landlord and the Tenant:**
- 18.1 Event of Default; Landlord's Termination:** In the event that:
- 18.1.1 Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- 18.1.2 Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such 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.

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

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 Health and Human Services

Authorized by: (give full name and title)

David S. Clapp
David S. Clapp, Bureau Chief, BFAM

LANDLORD: (give name of either the corporation or the individual) 75 New Hampshire, LLC

Authorized by: (give full name and title)

Daniel L. Plummer
DANIEL L. PLUMMER, CO-MANAGER

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

OF: NEW HAMPSHIRE COUNTY OF: ROCKINGHAM

UPON THIS DATE (insert full date) NOVEMBER 12, 2009, appeared before

me (print full name of notary) J. RUSSELL DOYLE the undersigned officer personally

appeared (insert Landlord's signature) Daniel L. Plummer

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

Co-Manager 75 New Hampshire, LLC and that as such

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

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

J. Russell Doyle

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

APPROVALS:

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

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

Approval date: 11/23/09

Approving Attorney: Suzan Lehmann (Suzan Lehmann)

Approved by the Governor and Executive Council:

Approval date: DEC 09 2009

Signature of the Deputy Secretary of State:

[Signature]

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

[Signature]

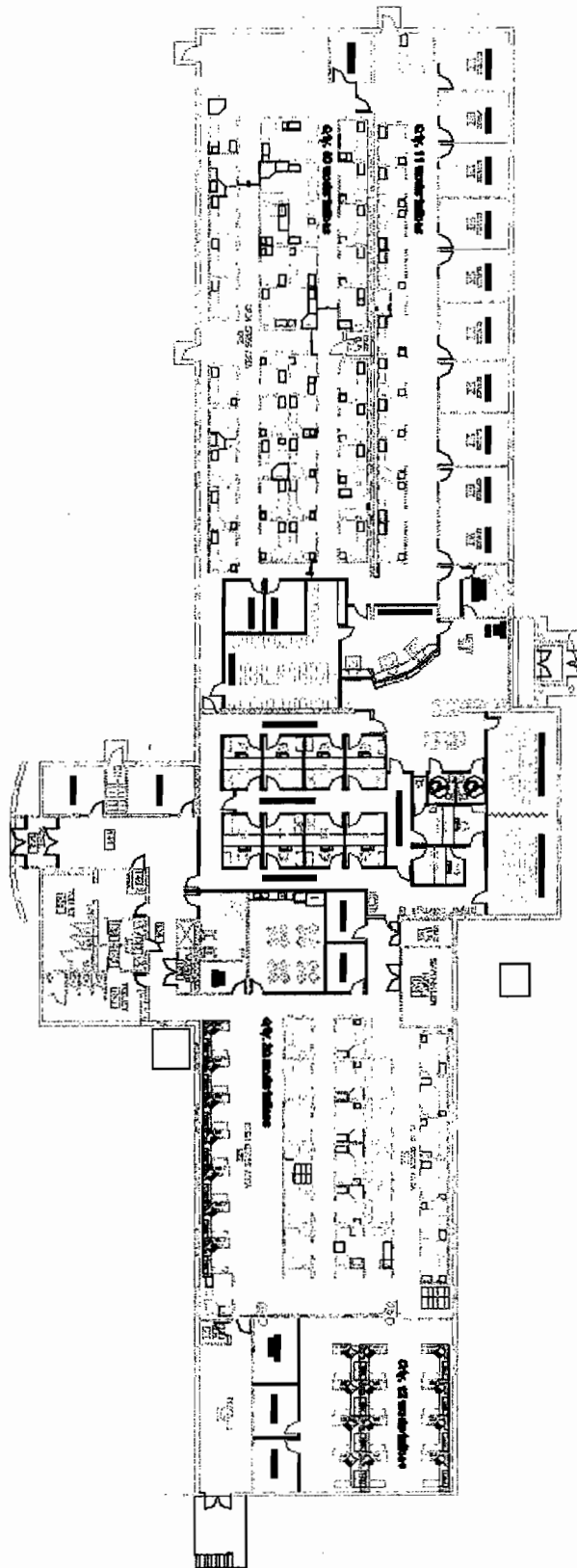
EXHIBIT A

1. The TOTAL Demise of Premises for the Tenant (Department of Health and Human Services) shall be 25,796 square feet of useable space. The allocation and layout of the space described herein is illustrated in the attached floor plan "Exhibit A-1, "Demised of Tenant Premises".
2. The Demise of the Premises shall include the Landlord's provision for 105 on-site parking spaces dedicated for the tenant's exclusive use, parking spaces are shown on the attached plan titled: "Exhibit A-2, Demise of Premises – Site and Parking Plan". The Landlord shall be responsible for keeping the dedicated spaces free from use by unauthorized parties. Use of the parking spaces shall be at no additional charge, included in the annual rent.

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EXHIBIT A-1

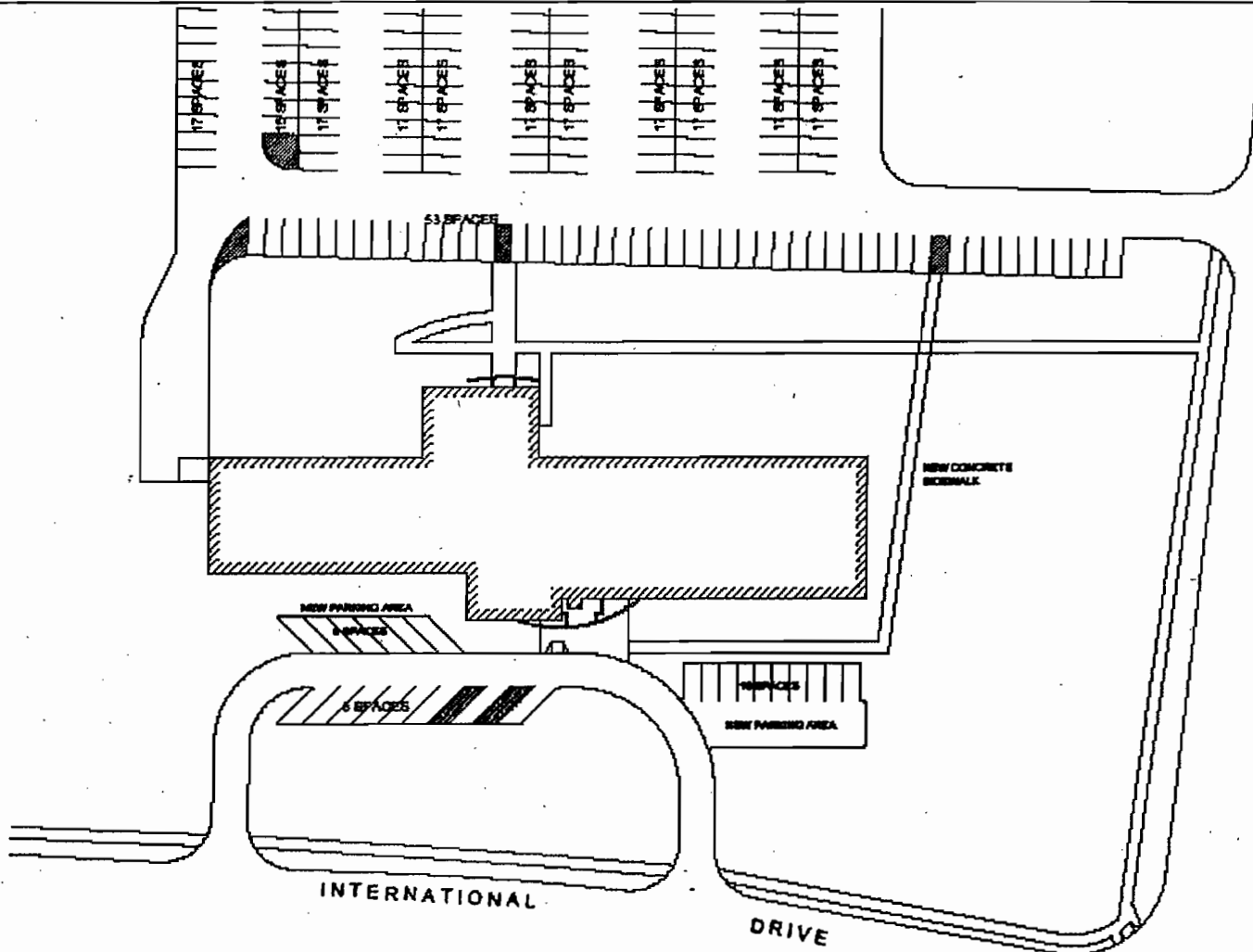
DEMISE OF TENANT PREMISES



WSP
DSC

EXHIBIT A-2

DEMISE OF TENANT PREMISES – SITE AND PARKING PLAN



SCHEMATIC SITE PLAN ②

DJP
DSC

EXHIBIT B

RENTAL SCHEDULE

The Premises are comprised of approximately 25,796 square feet of space (as set forth in "Section 2" and "Exhibit A" herein). These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. The Tenant shall pay the monthly and annual costs set forth in the "Rental Schedule".

As provided by Section 3.2.1 herein after commencement of the Agreement herein the Term for the Tenant's occupancy and commencement of rental payments shall be delayed until April 1, 2010, thereby providing the Landlord time for construction and substantial completion of the renovations specified in Exhibit D herein.

The "Rent" set forth in the following includes but is not limited to the Landlord's provision (at no extra charge) of all heating fuel, electricity, janitorial services all Common Area Maintenance charges inclusive of, insurance, real estate taxes, and water and sewer services for the Premises.

The rent due for the Premises during the three-year Term shall be as follows:

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Cost</u>	<u>Annual Cost</u>
Year 1	4/1/2010– 3/31/2011	\$18.50	\$39,768.83	\$477,225.96
Year 2	4/1/2011– 3/31/2012	\$18.93	\$40,693.19	\$488,318.28
Year 3	4/1/2012– 3/31/2013	\$19.32	\$41,531.56	<u>\$498,378.72</u>
Total three-year term:				\$1,463,922.96

Option Period

Year 4	4/1/2013– 3/31/2014	\$19.71	\$42,369.93	\$508,439.16
Year 5	4/1/2014– 3/31/2015	\$20.10	\$43,208.30	<u>\$518,599.60</u>
Total two-year option term				\$1,026,938.76

**ATTACHMENT TO EXHIBIT B
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2010	4/1/2010	\$ 18.50	\$ 39,768.83		
	5/1/2010	\$ 18.50	\$ 39,768.83		
	6/1/2010	\$ 18.50	\$ 39,768.83		<u>\$ 119,306.49</u>
2011	7/1/2010	\$ 18.50	\$ 39,768.83		
	8/1/2010	\$ 18.50	\$ 39,768.83		
	9/1/2010	\$ 18.50	\$ 39,768.83		
	10/1/2010	\$ 18.50	\$ 39,768.83		
	11/1/2010	\$ 18.50	\$ 39,768.83		
	12/1/2010	\$ 18.50	\$ 39,768.83		
	1/1/2011	\$ 18.50	\$ 39,768.83		
	2/1/2011	\$ 18.50	\$ 39,768.83		
	3/1/2011	\$ 18.50	\$ 39,768.83	<u>\$ 477,225.96</u>	
	4/1/2011	\$ 18.93	\$ 40,693.19		
	5/1/2011	\$ 18.93	\$ 40,693.19		
	6/1/2011	\$ 18.93	\$ 40,693.19		<u>\$ 479,999.04</u>
2012	7/1/2011	\$ 18.93	\$ 40,693.19		
	8/1/2011	\$ 18.93	\$ 40,693.19		
	9/1/2011	\$ 18.93	\$ 40,693.19		
	10/1/2011	\$ 18.93	\$ 40,693.19		
	11/1/2011	\$ 18.93	\$ 40,693.19		
	12/1/2011	\$ 18.93	\$ 40,693.19		
	1/1/2012	\$ 18.93	\$ 40,693.19		
	2/1/2012	\$ 18.93	\$ 40,693.19		
	3/1/2012	\$ 18.93	\$ 40,693.19	<u>\$ 488,318.28</u>	
	4/1/2012	\$ 19.32	\$ 41,531.56		
	5/1/2012	\$ 19.32	\$ 41,531.56		
	6/1/2012	\$ 19.32	\$ 41,531.56		<u>\$ 490,833.39</u>
2013	7/1/2012	\$ 19.32	\$ 41,531.56		
	8/1/2012	\$ 19.32	\$ 41,531.56		
	9/1/2012	\$ 19.32	\$ 41,531.56		
	10/1/2012	\$ 19.32	\$ 41,531.56		
	11/1/2012	\$ 19.32	\$ 41,531.56		
	12/1/2012	\$ 19.32	\$ 41,531.56		
	1/1/2013	\$ 19.32	\$ 41,531.56		
	2/1/2013	\$ 19.32	\$ 41,531.56		
	3/1/2013	\$ 19.32	\$ 41,531.56	<u>\$ 498,378.72</u>	<u>\$ 373,784.04</u>
Total Rent				<u>\$ 1,463,922.96</u>	<u>\$ 1,463,922.96</u>

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EXHIBIT C

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

Janitorial services to be provided by Landlord as described in Attachment I "Statement of Work for Janitorial Services" herein. All janitorial services shall be provided by the Landlord as described in "Attachment I" at no additional cost to the Tenant, said cost is included in the "rent" as set forth in Exhibit B herein.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

EXHIBIT C
ATTACHMENT I

STATEMENT OF WORK FOR JANITORIAL SERVICES

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

L. Vacuum Carpets – Vacuum all carpeted surfaces, inclusive of all offices and workstations.

M. Carpet Shampooing and Cleaning – Two acceptable methods:

- a. Hot Water Extraction: A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

- b. Bonnet Cleaning: Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become dirty.

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

A. Major Items of Supplies:

Detergent, General Purpose
Soap, toilet (Floating White)
Soap, toilet, powder - Plain and with Borax
Sweeping Compound
Polish - Metal
Wax, Floor, Water Emulsion - or State approved substitute
Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
Waste Container Liners (plastic)
Remover, Water Emulsion Type Floor Wax

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

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

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

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

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

1-07. LANDLORD QUALIFICATIONS:

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

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

1-09. INSPECTION:

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

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

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

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

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

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

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

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

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

- G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.
- H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
- I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.
- J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.
- K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.
- 1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:
- A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and stall partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.
- B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.
- C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.
- D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD). Damp mopped resilient floors shall be buffed with appropriate brushes.
- E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.
- F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.
- G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.



- H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.
- I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.
- J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.
- K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.
- L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.
- M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.
- N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose by Landlord.
- O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.
- P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.
- Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.
- R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.
- S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.
- T. Burned-Out Lights - Incandescent and fluorescent lamps will be furnished and replaced by the LANDLORD.
- U. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights post the conclusion of their nightly operations.



- 1-13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.
- 1-14. LOST, FOUND OR MISSING ARTICLES: The LANDLORD will be responsible in the event of theft of State property or personal property by his employees. All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Department's Manager of Administration.
- 1-15. SNOW AND ICE REMOVAL: It shall be the responsibility of the Landlord to make certain that all sidewalks, entrances, roadways and parking areas are kept free of refuse, snow and ice at all times.
- 1-16. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap (specifically, Citrus Magic) and sanitary napkins.
- 1-17. PEST CONTROL: The LANDLORD is to include any and all pest control, which may be necessary within the facility.

SECTION II
FREQUENCIES OF SERVICE

<i>SERVICE</i>	<i>DAILY</i>	<i>WEEKLY</i>	<i>MONTHLY</i>	<i>QUARTERLY</i>	<i>SEMIANNUALLY</i>	<i>ANNUALLY</i>
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff		X				
Strip and re wax main corridors and public areas				X		
Scrub and apply one coat of wax			X			
Walls						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
Woodwork and Doors						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
Light Fixtures						
Dust			X			
Damp Wipe				X		
Burned-out lights to be replaced as necessary						
Drinking Fountains						
Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.		X				
Waste Receptacles						
Empty Waste Receptacles	X					
Wash Waste Receptacles			X			
Mat Cleaning	X					
Exterior Doors						
Glass Cleaning, Other		X				
Metal Cleaning and Polishing (as required)						
High Dusting				X		
Toilets						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning - Interior and Exterior					X	
Removal and replacement of window screens as necessary						
Skylight Cleaning (where applicable)				X		
Window Covering						
Clean and Re-hang					X	
Carpet Cleaning				X		
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

EXHIBIT D

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

Part I

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

1. All renovations, new construction and alternations shall be provided as described in the documents and drawings herein, and as set forth in Section "2.2 Permits and Testing" which requires compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006, ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations). The Landlord's construction drawings and specifications – which shall be based upon the drawings and documents herein - shall be submitted to the local authority having jurisdiction (i.e. the building inspector) and the State of NH Architectural Barrier-Free Design Committee for review and approval prior to commencement of work. Said drawings and specifications shall be amended thereafter as needed to include provision and conformance with any corrective comments or stipulations from the above reference authorities provided said comments or stipulations are required for conformance with the above referenced codes.
2. In addition to the foregoing, the Tenant shall provide an "Assistive Listening System" in the client conference room of the Premises within thirty (30) days of the commencement of the rental term. Provision said systems shall be in compliance with the International Building Code (IBC) 2006 section 1108.2.6 "Assistive Listening Systems".

Part II

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

The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Indoor Air Quality Program" shall be completed no latter than thirty (30) days after Tenant's occupancy.

After the completion of renovations, but prior to Tenant's occupancy, 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: *Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.*

1. No later than April 1, 2010, the Landlord shall (at the sole expense of the Landlord) substantially complete provision of all new construction and improvements to the Premises delivering it in "turn key" condition to the Tenant. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth herein titled "Tenant Improvement Specifications". Additionally, the Landlord's minimum obligation regarding provision and fit up of the Premises shall include provision of an interior layout which conforms to the attached architectural floor plans titled "DWG-A1: Tenant Floor Plan Preliminary Layout: provide the layout, adjacencies, sizes (minimum sizes are shown) and types of rooms/areas shown and as additionally specified in the following drawings/documents attached, and provide discreet (separate) public and staff entrances as shown. Notwithstanding the foregoing the Tenant shall allow for reasonable variation from the plan if needed in order to accommodate structural and/or mechanical requirements.
2. DWG-A1: Tenant Floor Plan Layout
3. DWG-A2: Tenant Large Scale Plans and Details
4. D-1: Sample Door and Hardware Schedule
5. D-2: Hardware Types
6. D-3: Hardware Functions
7. D-4: Sample VCT Graphics
8. D-5: Sample Accessible Toilet Room

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

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



EXHIBIT D, PART III, TENANT IMPROVEMENT SPECIFICATIONS

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

1. DWG-A1: Tenant Floor Plan Layout
2. DWG-A2: Tenant Large Scale Plans and Details
3. D-1: Sample Door and Hardware Schedule
4. D-2: Hardware Types
5. D-3: Hardware Functions
6. D-4: Sample VCT Graphics
7. D-5: Sample Accessible Toilet Room

The Landlord and/or his agents shall exercise due diligence to provide the design intent described in all documents. The Tenant shall review any of the Landlord's proposed deviations from the floor plan, details or specifications in advance, allowing such deviation only when such deviation complies with all program functions and all applicable building and safety codes.

1. GENERAL PROVISIONS:

1.1. Basic Definitions

- 1.1.1. The "Landlord" shall mean either the contractual Landlord and/or their authorized designees.
- 1.1.2. The "Tenant" shall mean the State of New Hampshire --Department of Health and Human Services(DHHS) and/or their authorized designees.
- 1.1.3. 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.
 - 1.1.3.1. 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.
- 1.1.4. 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.
- 1.1.5. The Drawings are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.
- 1.1.6. The 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.

1.2. Correlation and Intent of the Documents:

- 1.2.1. 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.
- 1.2.2. 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 deem 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.

- 1.2.3. Specifications: The Tenant has defined the minimum requirements, including manufacturers and models, of construction materials, including hardware and specialties. Equivalent 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.

2. **General Conditions:**

- 2.1. 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 DHHS 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.
- 2.1.1. It shall be the responsibility of the Landlord to reference the attached documents which identify the design criteria and program needs of the tenant in order to provide the Tenant with any proposed alternative plans if such alternative planning is desired by the Landlord.
- 2.1.2. The Landlord and/or the Landlord's representative shall work with the Tenant as necessary in order to provide final design plans acceptable to the Tenant which incorporate the tenant design criteria set forth herein.
- 2.1.3. The Landlord shall provide electronic copies of all plans (*.dwg AutoCAD format), inclusive of as-built drawings as part of the project close out.
- 2.1.3.1. Plans shall include, but are not limited to: fire evacuation plans, floor plans, electrical distribution, fire alarm, egress lighting, emergency lighting, Telephone and Data distribution plans, HVAC distribution, door and hardware schedule, finish schedule and reflective ceiling plan.
- 2.2. 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, ICC/ANSI A117.1-2003 citations, the NH State Building Code (IBC 2006, 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.
- 2.2.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.
- 2.2.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant, prior to the Tenant accepting the space.
- 2.2.3. 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.
- 2.2.4. 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.
- 2.2.5. 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.
- 2.3. 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.
- 2.4. 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 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.
- 2.4.1. The Landlord shall review for compliance and approve and submit to the Tenant 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.
- 2.4.2. 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.
- 2.5. MSDS (Material Safety Data Sheets)
- 2.5.1. 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.
- 2.5.2. 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.
- 2.6. Prior to occupancy Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, State of New Hampshire RSA 10-B "Certification of Compliance" (or proof of proper application for Certification) and elevator inspection certificates.
- 2.7. Specifications: The specifications herein define the Tenant's minimum requirements for performance of the Work. The Tenant shall consider equivalent alternate specifications proposed by the Landlord, however, tenant reserves the right of acceptance and/or rejection. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the documents. Submittals shall specify any deviations from the products and/or systems specified herein. If the Tenant rejects proposed alternates, the Landlord shall provide the specified product and/or system.
- 2.8. The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Cut existing construction using methods least likely to damage elements retained or adjoining construction. Patch with durable seams that are invisible as possible. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.

- 2.9. Coordination: Reflective 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.
- 2.10. 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.

3. STANDARDS and SPECIALTIES:

- 3.1. Materials and Finishes:
- 3.1.1. With respect to the build-out of the interior space, unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space. Use of "green" materials made of recycled content materials and/or made of materials which are readily recycled at end of useful life shall be preferred.
- 3.1.2. With respect to the exterior of the building to which the Premises are a part, the Landlord shall provide and install all new windows and doors in the locations described in the documents herein. The Landlord shall renovate the existing exterior of the building to which the premises are a part. Renovation of the exterior façade of the existing building shall coincide with the interior ending points of the Tenant's demised Premises.
- 3.2. Ceiling Heights: Where possible, the following ceiling heights are preferred:
- 3.2.1. Lobby Area: 10 feet
- 3.2.2. Conference/Training Rooms and Staff Lounge: 9 feet
- 3.2.3. Private Offices: 9 feet
- 3.2.4. General Office Area 10 feet
- 3.2.5. Interview Rooms: 9 feet
- 3.2.6. Corridors, Hallways: 9 feet
- 3.2.7. All other areas shall not exceed the above heights.
- 3.3. Security Observation Mirror: One required. To be provided at Lobby Area, if required. Coordinate location with Tenant. Specifications: 18" Type: convex.
- 3.4. Window Treatments: Landlord to provide at all exterior glazing, interior, security observation mirrors and receptionist transaction windows.
- 3.4.1. Specifications: Manufacturer: *Hunter-Douglas*; Model: *Celebrity*; Type: 1" horizontal. Color(s) to be determined by the Tenant.
- 3.4.2. Optional Specification: Fire Rated "Sheer Weave Style 3000", fiberglass vinyl coated fabric with average openness of no more than 14%. Roller Shade system with continuous loop beaded chain and Clutch operated roller system. Manufacturer: *Phifer Wire Products Inc.*, *Castec Shading Inc.* or equal. Fabric color to be "Pearl White". Shades to extend the full height of all exterior windows, terminating at the windowsill. All shades to be mounted using manufactures recommended heavy duty mounting brackets depending upon review of field applications. Overhead Bracket size to be utilized is contingent upon clearances needed, standard bracket is 1 1/2". All shades to have standard manufactures valance system to conceal mounting brackets.
- 3.5. Ceiling Materials: Minimum standards: Grid: *Armstrong - Prelude ML 15/16"* Exposed Tee System. Tile: *Armstrong - Fissured Minaboard*. 2x2 and/or 2x4 ceiling tile panel is acceptable.
- 3.6. Systems Furniture:
- 3.6.1. Landlord to provide use of the Systems Furniture that currently occupies the premise as shown on plan (see attached **DWG-A1 TENANT FLOOR PLAN LAYOUT**). Landlord shall clean and configure existing systems furniture as necessary to re-establish the original layout. Landlord shall provide the use of said Systems Furniture as long as the Tenant occupies the premise. During the lease term should Landlord relocate Tenant to a new facility due to the availability of a new building on the site, Landlord shall provide for the

- relocation of the System Furniture to follow Tenant to the new facility for Tenant's exclusive use.
- 3.6.2. "Electrical Requirements: Include provision and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 – hot; 2 – neutrals and 2 – grounds. Weather-tight or similar projection shall be required between junction box and connection to the specified power pole or base race way "whips". System furniture standard connectivity power whip does not exceed 6'. As an estimate of required circuitry, provide one circuit per three workstations shown.
 - 3.6.3. Telephone & Data Requirements: Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas.
 - 3.6.4. Landlord's electrician to be responsible for the hard-wire hook-up of all Tenant workstations to either the ceiling or wall mounted electrical junction boxes, installation responsibility shall also include the securing and anchoring of all communications and electrical poles.
 - 3.7. Doors and Hardware (typical – unless noted otherwise):
 - 3.7.1. Hydraulic Overhead Door Closer Devices: Shall be heavy-duty commercial grade, suggested manufacturers: Norton – series 8301 and/or 8501, or LCN 4040.
 - 3.7.2. Pilfer Alarms: Recommended manufacturer: *Security Lock Distributors (DETEX Corp.) - Exit Alarms Model EA 2500S AC powered, surface mount exit alarm.* See *Typical Door Schedule* for approximate locations, types and quantities required. Override key to be coordinated with the building's keying program.
 - 3.7.3. Electromagnetic Locks: Recommended manufacturer: *Locknetics Security Engineering - Series 268 Surface Mounted POWERLOCK II.* See *Typical Door Schedule* for approximate locations, types and quantities required.
 - 3.7.4. Vandal Resistant Hinges: Non-removable pin (NRP) hinges shall be provided at all exterior doors. All hinges shall be heavy duty steel and vandal resistant, color: silver coated or stainless steel.
 - 3.7.5. Latch Protectors: To be provided at all exterior doors. All latch protectors shall be: heavy duty steel, furnished with washers and vandal resistant fasteners, color: silver coated or stainless steel. Latch protectors shall be a minimum size of 2-3/4" X 7", and shall completely cover strike plates.
 - 3.7.6. Electric Door Strikes: Recommended manufacturer: *Folger-Adams - Series 300*, heavy duty commercial grade, 24 v DC continuous duty, all installations are to be mortise type.
 - 3.7.6.1. Installation shall include supplying and installing all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).
 - 3.7.6.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant's security equipment vendor.
 - 3.7.6.3. Electric Strike Function, e.g., fail-safe or secure, to be defined by Tenant and shall comply with requirements of applicable codes.
 - 3.8. Door Assemblies: All interior and exterior doors shall be 3'-0" X 7'-0" or 3'-0" X 6'-8" (to be determined) and shall be installed with the clearances required by the accessibility requirements of the codes set forth in 2.2 herein. Minimum standards: Hollow metal doors @ 18 gauge; full flush styrene core insulated doors at all exterior doors. Solid core wood door blanks for all interior doors. Birch, minimum 3 coats natural finish or factory applied clear finish. Factory applied clear finish must be applied to all surfaces and edges to be accepted.
 - 3.9. Door Closer Devices: Shall be installed as required by the applicable building and/or Life Safety Codes. These closer devices are in addition to those door assemblies identified in the attached *Door and Hardware Schedule*. A maximum push/pull effort of 5 lbf is required at all interior doors.
 - 3.10. Door Frames:
 - 3.10.1. Exterior Doors: Welded metal frame @ 16 gauge

- 3.10.2. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge
- 3.10.3. Interior Doors: Knock-down metal frame @ 16 gauge
- 3.11. Door Types:
 - 3.11.1. Interior Doors: Solid core wood door blanks for all interior doors. (Birch, min. 3 coats natural finish).
 - 3.11.2. Exterior and Security Doors: All exterior doors shall be equipped with:
 - 3.11.2.1. Panic Hardware: Recommended manufacturer: *Von Drupin*. Mortise lock devices are preferred over rim set types. Note – may not be required on all security doors.
 - 3.11.2.2. Door Assembly: Metal door with full flush styrene core insulation and welded frame, including narrow light vision panel (approx. 4" X 25) with security wire mesh.
 - 3.11.2.3. Lockset: Storeroom type.
 - 3.11.2.4. Hydraulic overhead door closer device.
 - 3.11.2.5. Electric Door Strikes: To be provided at all exterior doors. <<controlled access points>>
- 3.12. Door Hardware:
 - 3.12.1. Recommended manufacturer: *Corbin/Ruswin or Schlage-series D (heavy duty commercial grade 1)*:
 - 3.12.2. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application
 - 3.12.3. Interior Door Hardware: Shall be keyed cylindrical lever locksets for standard commercial use, rated for commercial grade 2 application.
- 3.13. Hardware Standards:
 - 3.13.1. Keyway: L-4.
 - 3.13.2. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.
 - 3.13.3. Trim Design: Newport
 - 3.13.4. Type: Lever (NSD) - Cast brass.
 - 3.13.5. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
 - 3.13.6. Replacement Keyway Cylinders: (if applicable) Recommended hardware shall be *Corbin/Ruswin*. See Section 3.13 above.
 - 3.13.6.1. Keyway Standard: L-4.
 - 3.13.6.2. Replacement cylinders: Original factory equipment cylinders only.
 - 3.13.6.3. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
 - 3.13.7. Keying: Up to four levels of keying are required (i.e.: great grand master (Landlord's Project Key) grand master (Tenant's Key), sub-masters and change keys. The Tenant will coordinate its keying requirements with the successful bidder.
 - 3.13.7.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."
 - 3.13.7.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
 - 3.13.7.3. Great Grand Master: As defined by landlord
 - 3.13.7.4. Grand Master: Provide five (5) keys.
 - 3.13.7.5. Sub Masters: Provide ten (5) keys per submaster.
 - 3.13.7.6. Change Keys: Provide three (3) keys per cylinder
 - 3.13.8. In addition to the above keys, provide 10 blanks of each keyway used.
- 3.14. Key Control System: Provide a key control system including labels, tags with self locking clips, 3-way visible card index, temporary markers, permanent markers, and standard metal key cabinet, all as recommended by system manufacturer, with capacity for 150 percent of the number of keys provided to the Tenant at occupancy.
 - 3.14.1. Provide complete cross index system set up by key control manufacturer, and place keys on markers and hooks in cabinet as determined by final keying schedule.
 - 3.14.2. Provide hinged-panel type cabinet for wall mounting.

- 3.15. Door Assembly Labeling: All door assemblies will be labeled by use of a "Brother" or similar label maker. Labels shall identify the door number as recorded on the door and hardware schedule and shall be placed at the top of the frame on the hardware side following completion of final painting.
- 3.16. See also Attachment "D1" – Sample Door and Hardware Schedule.
- 3.17. Millwork – Cabinets at Lounge area(s): Recommended manufacturer: *Merrillat*. Model: Flat Oak Cabinet.
- 3.17.1. Cabinet Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Tenant the way by which the Landlord proposes to conform to the information given and the design concept expressed in the Documents.
- 3.18. Laminates: Manufacturer: *Wilsonart and/or Formica*. Color/Texture: To be determined by Tenant.
- 3.18.1. Custom grade, square edge, high-pressure laminate (standard matte finish).
- 3.18.2. Counter Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Tenant the way by which the Landlord proposes to conform to the information given and the design concept expressed in the Documents.
- 3.19. Baby Changing Station: Manufacturer: *Koala Bear Kare* Model: To be determined by Tenant, i.e. horizontal and/or vertical as required. Color: To be determined by Tenant.
- 3.19.1. Shall be required in each DHHS Public Restroom.
- 3.20. Flag and Flag Pole: Provide commercial grade exterior flag pole including halyard system and necessary lighting for nighttime illumination. Type: Cone; Height: single story buildings - 20', two story buildings - 25'; Flag: Width shall be one quarter the vertical height of the pole.
- 3.21. Restroom Waste Receptacles: Shall be recessed waste receptacles or semi-recessed receptacles providing the height and depth meet ADA requirements (see General Conditions 2.2). See floorplan for approximate locations, types and numbers required.
- 3.22. Signage: All of the interior and exterior signage shall be provided by Landlord, as per the Tenant's specifications. Including but not limited to: exterior site/parking, interior common area signs, interior directory, room numbers, work station numbers and other specific Divisional needs as required by the Tenant.
- 3.22.1. Permanent Signs: Signage type and locations (see General Conditions section 2.2).
- 3.22.2. Interior Signage Specifications
- 3.22.2.1. See also drawing DWG-5 – for Typical Signage. (*note: State of NH Department of Corrections may be the most cost effective "vendor" for signage*)
- 3.22.2.2. Sign Type: Panel and Non-Panel
- 3.22.2.3. Sign Base Material: Plastic laminate
- 3.22.2.4. Lettering: Vinyl dye cut or dimensional lettering
- 3.22.2.5. Samples: provide samples of each component for initial selection of color, pattern and texture as required.
- 3.22.2.6. Letter Style shall match Landlord's standard font. If there is no "standard" established for the facility, the font shall be "Ariel".
- 3.22.2.7. Character Proportion: Letter and numbers on signs shall have a width to height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10.
- 3.22.2.8. Color of sign plate and letters "to be determined". Color shall be either the Landlord's existing building standard, or if there is no standard, shall be selected by the Tenant.
- 3.22.2.9. Sign Installation Location: *All signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60" above the finish floor to the centerline of the signs. Mounting locations shall be such that a person may approach within 3" of a sign without encountering protruding objects or standing within the swing of the door. In reception areas,*

mount signs in compliance with the dimensions given above, utilizing either side of the reception window as the reference point.

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

3.22.2.11. Room number assignments for the facility have yet to be determined by the Landlord, therefore room numbers and door numbers as provided the Department of Administrative Services design plans are utilized in the attached schedule as reference points. In general, all doors shall be designated with a door number, and all offices, conference rooms, workstations and special use areas shall be designated with a room number.

3.22.2.12. Samples: provide samples of each component for initial selection of color, pattern and texture as required.

3.23. Knox Box: If required or requested by the local fire and/or police department, an exterior flush mounted Knox Box shall be installed. Location to be determined by said authority.

3.24. Exterior Glazing: All existing and new exterior glazing shall be transparent. No opaque materials are acceptable. Exception: skylights and restroom glazing are permitted to be constructed of opaque materials.

3.25. Colors and/or Finishes: Where stated that colors and/or finishes to be selected by Tenant, such shall be selected from the manufacturer's standard colors and or finishes, including but not limited to flooring, laminate, paint, window treatments, and signage.

4. Gypsum Wallboard - Wall Types:

4.1. 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.

4.2. *Type 5 – Tenant Demising and Interior Security Demising Partitions*

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

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

4.2.3. Full Wall Framing: Minimum of 2" X 4" wood or 3 5/8" metal studs.

4.2.4. All gypsum board partitions shall be constructed of one layer of 5/8" fire rated wallboard each side.

4.2.5. 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.

4.3. *Type 4 – Interior CMU(concrete masonry unit) Partitions:* (NOTE: THIS WALL TYPE IS NOT USED IN THE CURRENT LAYOUT)

4.3.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all CMU wall construction.

4.3.2. All CMU partitions shall be constructed from floor to 12" above ceiling assembly. (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings where required by local authority having jurisdiction. Provide steel angle lintels as required to continue CMU above all doors and openings and any plumbing, venting and/or ducts and electrical conduit penetrating CMU partitions above ceiling. Provide CMU mounted edge support for double layer plywood ceiling.

4.4. *Type 3 – Interior Gypsum Wallboard Partitions* – All offices shall be Wall Type 3 unless noted:

- 4.4.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
- 4.4.2. 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.
- 4.4.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
- 4.4.4. All gypsum board partitions shall be constructed of one layer of 1/2" wallboard each side
- 4.4.5. 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.
- 4.5. *Type 2 Bullet Resistant Partitions:*
 - 4.5.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
 - 4.5.2. All 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 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.
 - 4.5.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
 - 4.5.4. All "public side" of gypsum board partitions shall be constructed of one layer of required quantity (4' X 8" sheets) bullet resistive fiberglass opaque armor panels to fully sheath wall at public side to a height of 8'-0" above finish floor. Installation shall be in strict conformance with manufacturer's printed instructions. All joints are to be staggered. (*Insulgard - UL Level 3, NIJ Type IIIA- Fibergard fiberglass opaque armor (FG-300). No substitutions will be accepted*) Overlay armor panels with one layer of 1/2" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 1/2" wallboard minimum or as required by the adjacent room's Gypsum Wallboard - Wall Systems specifications.
- 4.6. *Type 1: High Performance Sound Control Partitions:*
 - 4.6.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
 - 4.6.2. All 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 over 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.
 - 4.6.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
 - 4.6.4. All "interior of room" gypsum board partitions shall be constructed of one layer of 1/2" wallboard installed on face of stud and overlayed with one layer of 1/2" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 1/2" wallboard minimum or as required by the adjacent room's Gypsum Wallboard - Wall Systems specifications.
 - 4.6.5. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3" THERMAFIBER SAFB, or equal. Said sound attenuation insulation shall be installed full height and extend from the floor to the underside of the floor/deck.

5. Gypsum Wallboard - Standards:

All gypsum board shall be standard 1/2" 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.

- 5.1. Metal Studs @ Receptionist Wall: 20 gauge (min.)
- 5.2. Metal Studs @ all other: 25 gauge (min.)
- 5.3. 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.
- 5.4. 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.
- 5.5. Corridor Widths - Public and Staff Areas: All interior halls, aisles and corridors shall be a minimum width of 48", where traffic conditions warrant 60" is the preferred width.
- 5.6. Interior Painting: Allow up to three colors for walls and two colors for doors, frames and trim.

6. FLOORING:

- 6.1. All submittals shall meet or exceed all of the following specifications, although a manufacturer is named, alternate manufactures which provide compliance with all other specification shall be considered:
- 6.2. Except where otherwise noted, all flooring shall be considered to be carpet:

6.2.1. Carpet Specifications:

CARPET

Specifications for new carpet tile to be supplied and installed in all office and general use areas:

Anticipate the use of two types of carpet tile – color selections and installation locations of each type of carpet tile shall be determined by Tenant.

Any proposed substitutions must meet or exceed all criteria.

Face Construction:

Carpet manufacturer	Patcraft Commercial Carpet (eco*solution Q)
Carpet Style:24"	modular carpet tile
Construction:	textured pattern loop
Carpet Style 1:	I0096 tweed modular – ecoworx tile
Carpet Style 2:	I0110 color your word modular – ecoworx tile
Fiber Content:	100% solution dyed
Protective Treatment:	Both antimicrobial and soil protection required
Gauge:	1/12 minimum
Pile Thickness:	0.091 inch minimum
Tuft Density:	113 tufts/sq.in. minimum
Stitches Per Inch:	8.5 minimum
Production Weight:	24 oz./yd. minimum

Backing System:

Primary Backing:	Synthetic non-woven
Secondary Backing:	100% PVC-free recyclable backing system with recycled content, made from thermoplastic polyolefin compound with a fiberglass reinforcing layer
Backing Density:	14 lbs/cubic foot
Thickness:	0.266 inch

Adhesive:	Releasable pressure sensitive type adhesive (Water-based allow for removal of carpet tile at any time without damage to carpet or substrate.) Must contain antimicrobial preservative and have "zero" calculated VOC's
Electrostatic Propensity:	less than 1.1 kv or lower
Flammability:	ASTM E-648 Flooring Panel CLASS 1 ASTM E-662 NBS Smoke Chamber - Less than 450
Warranty:	Ten-Year Commercial Limited 20 lb. Tuft Bind when installed per Manufacturer's Specifications
ADA Conformation:	Product to conform to the requirements set forth in the Americans with Disabilities Act for minimum static coefficient of friction of 0.60 recommended for accessible routes
CRI Indoor Air Quality Certification:	Must provide valid, registered certification number.
Preferred Manufacturer:	Patcraft Commercial Carpet/Shaw Contract Group.
Acceptable Manufacturers:	Collins & Aikman, J&J Industries, Lees Commercial Carpets, Mannington Commercial, or other manufacturers of quality commercial carpet tile that meet or exceed all of the specifications listed above

- 6.3. Resilient Flooring: To be supplied and installed in all rest rooms (restroom shall also have the option of ceramic tile, to be determined), janitorial closets, file rooms, storage rooms, the DHHS public entrance lobby and maternal care room, the DHHS staff lounge, and data room.
- 6.3.1. Vinyl Composition Tile : To be supplied and installed in all rest rooms, janitorial closets, file rooms, storage rooms, the DHHS public entrance lobby and maternal care room, the DHHS staff lounge, and data room.
- 6.3.1.1. Products: Commercial vinyl composition tile - Armstrong "Excelon" or Mannington "Essentials/Designer Essentials".
- 6.3.1.2. Products compiling with FS-T-312B (1), Type IV, Comp 1
- 6.3.1.3. Requirements:
- 6.3.1.3.1. Size: 12" X 12", unless otherwise noted
- 6.3.1.3.2. Nominal Thickness: 1/8 inch
- 6.3.1.4. Patterns and Colors: Colors and patterns are dispersed uniformly throughout the thickness of the material. Color pigments are insoluble in water and resistant to cleaning agents and light.
- 6.4. Vinyl Cove Base: 4" high vinyl, standard toe cove type. Manufacturer: *Johnsonite or Mercer*. To be used with all flooring in all areas.
- 6.4.1. Vinyl Termination Strips: To match vinyl cove base materials. Manufacturer: *Johnsonite or Mercer*.
- 6.4.1.1. Termination strips or change of height strips to be supplied and installed as required in order to mask all exposed flooring edges and intersections.
- 6.5. "Walk Off" mat carpet tile (WMT): For use in public and staff entrance areas and as indicated in the attached floor plan. Flooring materials shall be commercial grade matting fully compliant with ADA AG 4.5 standards. Provide and install at all entry areas/vestibule areas, product shall meet or exceed the following specifications: s:

- 6.5.1. Recommended Manufacturer: Mats, Inc. or other manufacturers of quality commercial carpet that meet or exceed all of the specifications listed below.
- 6.5.2. Carpet Tiles: Style to be Mats, Inc. Diagonal Tile or Supreme Nop, 100 percent woven polypropylene, 19-11/16 inches by 19-11/16 inches by 3/8 inches, bitumen backing. Color shall be selected, by the Tenant, from manufacturer's standard colors.
- 6.5.3. Walk-Off carpet tiles shall be installed beginning at the exterior entry as required to provide a minimum of twenty (20) feet of "walk-off" in any direction from the entry, review the actual walk-off mat installation extent(s) with Tenant.
- 6.6. Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the Documents.
- 6.7. Flooring Materials: All flooring materials 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.

7. PAINTING:

- 7.1. Use of low/no VOC paints required, provide conforming paints such as Sherwin Williams "Harmony" style paints.
- 7.2. All areas - A minimum of one coat of primer and two coats of finish paint. Landlord to use Benjamin Moore or Sherwin Williams paint to achieve desired finish.
- 7.3. Walls: Paint shall be (scrubbable) interior eggshell latex.
- 7.4. Doors, Frames and Casings: Paint shall be *semi-gloss* (scrubbable) acrylic latex.
- 7.5. Restrooms and Staff Lounges: Wall paint shall be *semi-gloss* (scrubbable) interior latex.
- 7.6. Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the documents.

8. EXTERIOR ENTRANCES:

- 8.1. All entrances shall be designed as to provide an interior vestibule (air lock). Said vestibule (air lock) shall be environmentally conditioned as to provide appropriate thermal comfort and shall be designed as to have negative pressure. In addition, all vestibules (air locks) shall be designed and constructed barrier free.
- 8.2. See also Public Entry Doors
- 8.3. See also ELECTRICAL – Night Light Circuits - Section 12.6.3.2. The facility's main lighting controls shall be located adjacent to the primary staff entry.
- 8.4. See also FLOORING - Entrances/Vestibules - Section 6.6
- 8.5. See also STANDARDS and SPECIALTIES – Section 3.10.1 Exterior and Security Doors

9. RESTROOMS:

- 9.1. Staff and Public Restrooms: As shown on plan (also see D-5 Sample Accessible Toilet Room). 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 (ICC/ANSI A117.1-2003 citations, the NH State Building Code (IBC 2006, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations).
- 9.2. Toilet Partitions: Supply and install. Materials: powder-coated steel, plastic laminate or solid polymer plastic partitions; Style: floor or floor to ceiling mounted.
- 9.3. Design, configuration and fixture counts: Shall be in full compliance with all local, State and prevailing building codes. Including but not limited to: water closets, sinks, handrails, mirrors, partitions and privacy screens.
- 9.4. Waste receptacles: are preferred to be recessed, however, semi-recessed waste receptacles are acceptable where installation of fully recessed units is not practical.

- 9.5. Paper goods dispenser and soap dispensers: To be supplied by Landlord. Including but not limited to: toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene products dispensers and feminine products waste receptacles.
 - 9.6. Paper Towel Dispensers: Shall be operable with one hand, Provide a minimum of one unit, or one unit per every two sink fixtures.
 - 9.7. Ventilation: Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.
 - 9.8. Public Restroom - Baby Changing Station: To be supplied by Landlord.
 - 9.8.1. Description: Horizontal or vertical application, constructed of molded polyethylene with stainless steel hinges, able to withstand static loads of 400 pounds, to include child protective straps, gas spring mechanism, usage and safety instructions in multiple languages and brail, FDA approved high-impact polyethylene resistant to fungal and bacterial growth, must meet ASTM standards for anti-fungal protection.
 - 9.9. Public Restrooms – Wall Type 5
 - 9.10. Staff Restrooms – Wall Type 3
10. JANITORIAL ROOM – Wall Type 3:
- 10.1. Janitorial Room - 1, as defined by drawing to include:
 - 10.2. Flooring: Vinyl composite floor tile (12" X 12") or commercial grade sheet vinyl products complying with FS-T312B (1), Type IV, Comp 1 with standard 4" vinyl cove toe baseboard.
 - 10.3. Door Assembly: solid core wood door and hollow metal frame with standard hardware (type: storeroom).
 - 10.4. Sink: A floor-type sink, such as *Floestone, Models 90/91/92 Drop Front, Terrazzo Mop Receptors*, with faucet assembly.
 - 10.5. Shelving: Provide a minimum of 125 lineal feet of pre-manufactured shelving, such as *Space Maker* (vinyl coated wire construction). Installation to be field located by Tenant. Should excess shelving remain following janitor's room installation, excess shelving to be placed at locations as determined by Tenant.
11. ELECTRICAL:
- 11.1. Energy Conservation: Landlord must utilize energy conservation equipment throughout the leasehold space (See Section 2.10, State Energy Code). The Tenant must utilize energy conservation alternatives for all items within this section, including but not limited to motion sensed light switching.
 - 11.2. 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 Tenant's minimum requirements. Additional outlets may be required by code. Please see "3.6 "Systems Furniture" herein for further definition of electrical requirements.
 - 11.3. Electrical Finishes: All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
 - 11.4. Electrical Installation Heights: All switches shall have an installation height¹ of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.
 - 11.5. Electrical Distribution:
 - 11.5.1. 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

¹ To centerline of device.

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.

11.5.2. Electrical Outlets – Systems Furniture Workstations and Hot Boxes

11.5.2.1. Electrical Requirements: Include provision and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the systems furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 – hot; 2 - neutrals and 2 – grounds. Weather-tight or similar projection shall be required between junction box and connection to power pole.

11.5.2.1.1. This connectivity requirement shall be performed after delivery/installation of Tenant's systems furniture.

11.5.2.2. Provide one - 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs. Provide additional common circuits for non-PC use in accordance with NEC.

11.5.2.3. Electrical circuits at each "Hot Box" shall be adequately sized to accommodate a copier, fax machine and up to two (2) printers.

11.5.3. Electrical Outlets - Drywall Private Offices:

11.5.3.1. Provide one (1) dedicated circuit with one quad outlet and one (1) common circuit with three (3) duplex outlets per office.

11.5.4. Electrical Outlets – Interview Rooms:

11.5.4.1. See also on plan: Interview Rooms and HC Interview Rooms.

11.5.5. Electrical Outlets - All other areas:

11.5.5.1. Per floor plans unless additional outlets are required by Code.

11.5.6. Common Halls:

11.5.6.1. Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

11.6. Lighting Standards:

11.6.1. General 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.

11.6.2. Interior Lighting - Ballast and Lamps:

11.6.2.1. All interior lighting shall be energy conservation:

11.6.2.2. 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.

11.6.2.3. 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%

11.6.2.4. Lamp Type: High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.

11.6.3. 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".

11.6.4.

11.6.4.1. Interior Areas 30-40 Foot-candles at 30" from finished floor.

11.6.4.2. 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:

11.6.4.3. Common Areas. 5 Foot-candles

11.6.5. Exterior Lighting: Shall be adequate to insure safe and uniform quality lighting throughout all parking areas. The minimum illumination standards for all impervious surfaces, are set forth as follows:

11.6.5.1.Active Areas - Pedestrian traffic and entryways. 5 Foot-candles

11.6.5.2.Building Surrounds - Parking and roadways 3 Foot-candles

11.6.5.3.Flag pole As appropriate

11.7. Means of Egress Lighting:

11.7.1. Shall be provided, e.g. at all corridors, stairs, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101 and – ICC/IBC 2000 (International Building Code 2000).

11.8. Emergency Power (generator):

11.8.1. If the building has generator power, all electrical outlets for Data/Com Room(s) - Communications Room HVAC equipment shall be connected on the emergency power circuit(s), in addition all power supplies for access control, telephone and security systems shall be serviced.

11.8.2. In all cases, generator power is required to be provided for any building that has either sewer injection pumps and or private water supply pumps.

11.9. All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.

11.10. Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the Documents.

12. COMMUNICATIONS REQUIREMENT:

12.1. 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.

12.2. Telephone and Data Circuits: The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenants. 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 Frame Relay. Telephone riser cable must be installed 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.

12.2.1. Data/Com Room – construction shall be Wall Type 5

12.3. The Landlord shall be responsible for the supply and installation of one (1) 4" telephone conduit(s) with pull strings (with non-metallic 90-degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).

12.4. The Landlord shall be responsible for the supply and installation of one (1) 4" data conduit(s) with pull strings (with non-metallic 90 degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).

12.5. Telephone and Data Station Cabling:

12.5.1. 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 Frame Relay.

12.6. The Landlord shall provide and install all CAT 5E data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install all required 48 port patch panels with rear cable management bars, integrated vertical power strips/poles and two (2) seven 7'-0" relay rack(s) with vertical cable channels. Unit shall be constructed of aluminum and accept 19" rack mount with a 15" base depth (front to back) and be provided with two angle support

braces for stability. Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks. Four position with 45° exit faceplates - CAT 5E modules are to be provided at all workstation and drywall locations. The color of the cable and jacks shall be "Blue". Approximately 260 data jacks are anticipated throughout the leasehold space. Final station cabling needs will be determined by construction document drawings. Most of these jack locations shall be shared with telephone station cabling. Typical jack location shall contain two (2) data jacks and one (1) telephone jack. All cabling shall be properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets. Conduit Runs (reference source Bicsi TDM Manual):

- 12.7. All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.
- 12.8. Contain no 90-degree conduits (also known as an LB).
- 12.9. Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.
- 12.10. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- 12.11. The Landlord shall provide and install CAT 5e telephone station cabling, said cabling shall originate in IDF locations on 66 Type Blocks within the Communications Room. Telephone station cabling shall be terminated on station end via RJ-45 jacks. Four position with 45° angle faceplates - CAT 5E modules are to be provided at all workstation and drywall locations. The color of the cable and jacks shall be "Yellow". Approximately 120 telephone jacks are anticipated throughout the leasehold space. Final station cabling needs will be determined by construction document drawings. Most of these jack locations shall be shared with data station cabling. Typical jack location shall contain one (1) telephone jack and two (2) data jacks. All cabling shall be properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets. Conduit Runs (reference source Bicsi TDM Manual):
- 12.12. All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.
- 12.13. Contain no 90-degree conduits (also known as an LB).
- 12.14. Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.
- 12.15. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- 12.16. 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
- 12.17. Identification and Labeling: All telecommunications cables and terminals shall be clearly and permanently labeled in accordance with the (Tenant's) Owner's standard labeling system.
- 12.18. 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. Such testing results shall be provided to the Tenant in electronic form.

13. SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:

- 13.1. Systems: Provided by Tenant.
- 13.2. Conduit: Provided by Landlord.
- 13.3. Integration: Landlord responsible to provide and assist with any and all required integration with fire alarm or fire protections systems and/or detection. Such integration and connections shall only be done after review and approval of the local fire department or other such authority having jurisdiction.

14. FIRE SUPPRESSION SYSTEMS:
- 14.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
 - 14.2. The costs of any changes, modifications or additions to the existing fire suppression system shall be the solely at the Landlords expense and responsibility.
 - 14.3. Fire Suppression: If a fire suppression system is provided, 220 degree heads shall be installed at Data/Com Communications Rooms.
 - 14.4. Landlord to provide connectivity to this system for Tenant's alarm system(s).
 - 14.5. Fire Extinguishers: To be provided, maintained and inspected by Landlord as required by prevailing codes.
15. FIRE ALARM SYSTEM:
- 15.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
 - 15.2. The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.
 - 15.3. 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.
16. HVAC and VENTILATION:
- 16.1. Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.
 - 16.1.1. DHHS Special Requirement: Provide minimum of one VAV (variable air volume) box and thermostatic control per two Interview Rooms. Actual location of thermostatic control(s) shall be reviewed with the Tenant.
 - 16.1.1.1. *Provide separate line item alternate cost impact for this requirement.*
 - 16.1.1.2. Alternate 1: Landlord may opt to provide multiple HVAC packaged units dedicated to the interview room area(s) designed to provide a minimum of four zones of HVAC control within the Interview Room area(s), utilizing thermostatically controlled motorized dampers. Final engineering design and installed zoning control shall be required to maintain ambient temperatures in all interview rooms and interview room corridors between 68 and 75 degrees.
 - 16.2. HVAC -- Reference the State of NH Standard Lease Agreement, EXHIBIT D, Part II for required 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.
 - 16.3. 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, the Landlord shall provide the Tenant with said report. Said report shall be deemed as part of the lease/contract document.
 - 16.4. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by *ASHRAE 55-1992 - Thermal Comfort Considerations*.
 - 16.5. Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the Documents.

17. ADDITIONAL PROVISIONS:



18. Parking: A minimum of 105 paved parking spaces must be provided, each space shall be designated with painted lines and designated for Tenant's use. Provision of parking shall be without additional charge, included in the proposed annual rent. At least 46 of the parking spaces shall be "on-site" located adjacent to the proposed facility, providing both "visitor" and architecturally barrier-free parking spaces. The balance of 59 reserved parking spaces shall be for "staff", these spaces may be provided "off site" but must not be "on street" spaces, and must be within 800 feet of the proposed building's entrance. If these spaces are provided off-site in a separate lot, they must be connected to the proposed Premises with an "accessible" path of travel. In addition to the foregoing, the total number of asphalt-paved parking spaces shall meet or exceed the required numbers as required by the local building code. Full compliance with the accessibility requirements set forth in the codes cited in "2.2" herein is the responsibility of the Landlord, including but not limited to provision of: curb cut ramps with detectable warnings, the provision of an accessible route from the accessible parking spaces to the accessible entrances, lighting, signage, and designation of all spaces with painted lines on the asphalt.

18.1.

- 18.1.1. Visitor Accessible parking spaces: included in the 46 required "visitor" spaces, the required number of "Accessible" parking spaces shall be provided in conformance with IBC 2006, ICC/ANSI A117.1-2003 and ADAAG. All spaces and access aisles shall be properly configured and designated in full compliance with the IBC 2006, ICC/ANSI A117.1-2003 and ADAAG (Americans with Disabilities Act Accessibility Guidelines).
- 18.1.2. Typically (with the exception of "VAN" spaces) all "accessible" parking spaces must be adjacent to a five-foot (5') access aisle thereby providing proper configuration and designations with IBC 2006, ICC/ANSI A117.1-2003 and ADAAG (Americans with Disabilities Act Accessibility Guidelines).
- 18.1.3. One in every six (but no less than one) required accessible spaces shall be configured for and designated as "Van Accessible" space. A minimum of one van accessible space shall be provided in all cases. For the "Van Accessible" spaces provide an adjacent eight (8) foot wide access aisle located on the "passenger side" of said parking space. Each space shall conform to ICC/ANSI A117.1. -2003 section 502.3.1
- 18.1.4. The Landlord shall provide proper permanent designation signage at each "Accessible" parking space. Each sign shall be supplied and installed on a metal post, mounted with the lower edge of the sign at 60" above the ground. Each sign shall be bright blue with the white "universal symbol of accessibility" (wheelchair).
- 18.1.5. Each "access aisle" shall be clearly reserved with a sign reading "no parking" and the asphalt paving within these aisles shall be painted with yellow diagonal lines.
- 18.1.6. Staff Accessible parking spaces: In addition to the foregoing, three (3) additional accessible parking spaces shall be provided with the spaces dedicated to Tenant staff parking. These "accessible" spaces shall be included in the overall "count" of 59 staff parking spaces. All spaces shall be properly configured and designated in full compliance with the IBC 2006, ICC/ANSI A117.1-2003 and ADAAG (Americans with Disabilities Act Accessibility Guidelines). These spaces shall be in addition to the quantity of accessible spaces required by IBC 2006, ICC/ANSI A117.1-2003 and ADAAG.

SPECIALTY AREAS

19. 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, ICC/ANSI A117.1-2003 citations, the NH State Building Code (IBC 2006, 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.
20. LOBBY AREA – As shown on plan - Wall Type 5
 - 20.1. Chair Rail: To be installed on all walls within the lobby area. The nominal dimension of the chair rail shall be 1" X 4 1/2". The chair rail substrate shall be constructed of 3/4" plywood and veneered with plastic laminate. The mounting height shall be 30" inches from finished floor to the centerline of the chair rail.
 - 20.2. Telephone - Public: *To be provided by the Tenant.*
 - 20.3. Transaction Counter: Install approximately 10 lineal feet (1 @ 3 lf, 1 @ 7 lf) of custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting heights shall be 32" and 41" respectively from finished floor.
 - 20.3.1. Comply with AWI Section 400 for countertops.
 - 20.3.2. Provide shop drawing(s), (for review by the Tenant), of countertops, detailing core construction, location, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
 - 20.4. Bii/Telephone Center: Install 60" (two at 30") custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s) w/three (3) 12" vertical privacy dividers. Mounting height of counter shall be 41" from finished floor.
 - 20.4.1. Comply with AWI Section 400 for countertops.
 - 20.4.2. Provide shop drawing(s), (for review by the Tenant), of countertops, detailing core construction, location, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
 - 20.5. Drinking Fountains: Type: Refrigerated. Stainless steel, barrier free, 8 GPH water coolers to be installed in the lobby area near client rest rooms and at the staff lounge. Final Location shall be reviewed with the Tenant.
 - 20.6. Lobby Multi-media:
 - 20.6.1. Television Bracket: Type: Wall or ceiling mounted bracket with security strap. Install in the lobby area with final location to be determined by the Tenant.
 - 20.6.2. CATV Cabling: Type: RG-6. Provide single coax from reception area to television location. Both ends shall be terminated in a wall box with male connection. Outlet to be installed directly behind the television at approximately 18" from finish ceiling to the centerline of the outlet.
 - 20.6.3. Electrical Outlet: Provide duplex electrical outlet adjacent to the RG-6 outlet. Outlet to be installed directly behind the television at approximately 18" from finish ceiling to the centerline of the outlet.
 - 20.6.4. Public Entry Doors (to lobby):
 - 20.6.4.1. Where allowed by code, a single door w/ fixed sidelight is preferred. Minimum width of such door(s) shall be 3'-6".
 - 20.6.4.2. Provide and install ANSI/BHMA A156.10 and code compliant swing door operator activated by pushbutton switches. Switches are required for both the ingress and egress operations. If an air lock or foyer condition is present, then both door assemblies, i.e. interior and exterior assemblies shall be equipped with door operators. In such cases, the Tenant shall define if the door operators shall be integrated via a relay or require separate switching

21. RECEPTIONIST AREA – As shown on plan Wall Types 2 and 5:
- 21.1. Receptionist Area – As shown on plan. Work Counter: Install approximately 25 lineal feet of standard width (25" depth), custom grade, high-pressure laminate countertop with matching, field applied 4" backsplash. Counter shall be secured directly to wall(s). Mounting heights of the work surface shall be 29 ½" – 30" from finished floor. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others). Color of plastic laminate to be chosen by the Tenant.
 - 21.1.1. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset) with hydraulic overhead door closer device.
 - 21.1.2. Bullet Resisting Transaction Windows: UL Listed Level 3 bullet resistant transaction windows. Frames shall be stainless steel and of a protection level equal to or greater than the glazing.
 - 21.1.2.1. Provide two (2) – 48"w X 42"h transaction windows with 2" thick shelf and recessed dip tray and with natural voice transmission.
 - 21.1.2.1.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high pressure laminate.
 - 21.1.2.1.2. Dip tray shall be 10" x 16" fabricated of 16 ga. stainless steel, #3 finish with a clear opening of 1-5/8" under the glazing.
 - 21.1.2.2. Provide one (1) – 60"w x 42"h sliding transaction window with 2" thick shelf.
 - 21.1.2.2.1. Shelf shall be full width of window, minimum of 12" deep centered under the glazing and covered with black high pressure laminate. No Dip tray.
 - 21.1.2.3. Acceptable manufacturer's representative of the type and quality required: Insulgard SV and/or Armortex.
 - 21.1.2.4. The transaction shelf should be installed at a height of 35 3/4" from the finished floor. Tenant wishes to field verify installation prior to the installation of drywall.
 - 21.1.3. Bullet Resistive Fiberglass Opaque Armor Panels – Wall Type 2: Provide required quantity (4' X 8" sheets) to fully sheath receptionist's transaction/wall at lobby to a height of 8'-0" above finish floor. All joints are to be staggered. Insulgard - UL Level 3, NIJ Type IIIA-Fiberglass opaque armor (FG-300). No substitutions will be accepted.
 - 21.1.4. Cord Management System: All laminates (with exception of lounge area) shall be provided with cord management grommets, with a minimum inside diameter of 2". Installation locations, quantities and type of grommet to be field determined by Tenant.
 - 21.1.5. Countertop Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the Documents herein.
 - 21.1.6. Door Release Button Console: Provide and install door release button console for remote release of electric strike doors within client lobby, including but not limited to: Client Interview Room corridor, Client Family Room door, Reception door (to Lobby) and Client Training/Conference Room door(s). Coordinate with Tenant's Security Contractor for remote release of electric strikes at doors to receive card readers.
 - 21.2. Security Alarm: See Alarm section. Provided by others.
 - 21.2.1. Alarm Panel and Console Station: Provided by the Alarm contractor.
 - 21.3. Security Window Intercom System: Provided by the Tenant. Installation by Landlord.
 - 21.4. Adjacencies: Entry door(s) shall be located off the DFA clerical area.
22. FILE ROOM:
- 22.1. File Room Area – As shown on plan Wall Type 3
 - 22.1.1. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: storeroom).
 - 22.1.2. Work Counter: Install approximately 8 lineal feet of standard width (25" depth), custom grade, high-pressure laminate countertop with matching, field applied 4" backsplash.

Counter shall be secured directly to wall(s). Mounting heights of the work surface shall be 29 1/2" – 30" from finished floor, or as otherwise specified by building codes or ADA requirements. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others). Color of plastic laminate to be chosen by the Tenant. Three cord management grommets shall be provided – locations to be identified by Tenant.

- 22.1.3. Flooring: Vinyl composite floor tile (12" X 12") with standard 4" vinyl cove toe baseboard. Installation pattern to be defined by the Tenant. Allow up to two tile colors in pattern.

23. INTERVIEW ROOMS:

- 23.1. Interview Rooms – As defined by plan Wall Type 1, to include:

23.1.1. Primary Interview Workcounter: At all standard Interview Rooms. Landlord to provide and install one plastic laminate, square edged workcounter. Workcounter shall be custom grade, high-pressure laminate. Counter shall be secured directly to wall(s), 30" in depth and shall run the full width of the room (approx. 10'-0"), including a modesty panel² which shall extend to 8" above finished floor. The workcounter shall be permanently affixed to the partition walls, at a worksurface height of 29 1/2" from finished floor, and shall have one vertical brace permanently affixed to the floor. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others). Color of plastic laminate to be chosen by the Tenant.

23.1.2. Primary Interview Workcounter -HC Interview Room(s). Landlord to provide and install one plastic laminate, square edged workcounter. Workcounter shall be custom grade, high-pressure laminate. Counter shall be secured directly to wall(s), 30" in depth and ~ 48" in length. The workcounter shall be permanently affixed to the demising wall, the worksurface height shall be 29 1/2" from the finished floor. The vertical end brace constructed of same materials as the horizontal worksurface laminate. Color of plastic laminate to be chosen by the Tenant.

23.1.3. Cord Management System: All laminates shall be provided with cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.

23.1.4. Electrical & HVAC Loads: Design capacities to support a PC, monitor and printer in each interview room.

- 23.2. Security Alarm: See *Alarm section. Provided by the Tenant.*

24. FAMILY & OBSERVATION ROOMS:

- 24.1. Family Visiting Room – As shown on plan Wall Type 5

- 24.1.1. Door Assembly –

24.1.1.1.Client: Solid core wood veneer door and hollow metal frame with narrow light vision panel with one way reflective coating (approx. 4" X 25"), with standard hardware (type: storeroom lockset) with hydraulic overhead door closer device and electric strike. <<released by receptionists>>

24.1.1.2.Door Assembly - Staff: Solid core wood veneer door and hollow metal frame with narrow light vision panel (approx. 4" X 25"), with standard hardware (type: storeroom lockset - rev. install) with hydraulic overhead door closer device. <<controlled access point>>

24.1.2. Lighting: *Specific and relative to only this room.* Supply and install six (6) recessed incandescent light fixtures with a bulb capacity of 100 watts each.

24.1.2.1.Independent switching shall be controlled by a dimmer type switch installed in the adjacent secure staff corridor.

- 24.1.3.

24.1.4. Security Alarm: See Alarm section. *Provided by the Tenant.*

24.1.5. Observation Room As shown on plan

² Privacy panel may be constructed of AB plywood or MDO board.

- 24.1.6. Lighting: *Specific and relative to only this room.* Independent switching shall be controlled by a dimmer type switch installed within this room.
- 24.1.7. Security Observation Mirror - 2' (w) X 3' (h): Shall consist of standard one-way plate mirror glass in either an extruded aluminum or metal frame.
 - 24.1.7.1. Frame: Suggested manufacturer: *Kawneer*; Finish: Clear anodized.
- 24.1.8. Installation: The sill of the frame should be installed at a height of 34" from the finished floor. Tenant wishes to field verify installation prior to the installation of drywall.
- 24.1.9. Note: The installation of independent light switching is required for this room.
- 24.2. Air-Phone Intercom: *Provided by the Tenant.*

25. STAFF LOUNGE:

- 25.1.1. Staff Lounge Area - As shown on plan Wall Type 3
- 25.1.2. Millwork: Install approximately 12-1/2 lineal feet of commercial grade base and wall cabinets with custom grade, high pressure (25" depth) laminate countertop with matching, field applied 4" backsplash.
 - 25.1.2.1. Manufacturer: Suggested manufacturers: *Merrillat or Shrock*. Model: to be selected by Tenant from manufacturer's best product line.
- 25.1.3. Laminate: *Wilsonart* or equal.
- 25.1.4. Cabinet/Counter Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Tenant the way by which the Landlord proposes to conform to the information given and the design concept expressed in the Documents.
- 25.1.5. Plumbing: Install standard double bowl stainless steel sink with lever type faucet with sprayer.
- 25.2. Appliances: Tenant shall provide 2 new large microwave ovens and 1 new refrigerator (min. 20 c.f.). Landlord shall provide appropriate electrical circuits and receptacles for same.
- 25.3. Drinking Fountain: Type: Refrigerated.
- 25.4. Specialties: Paper goods dispenser and soap dispensers to be supplied and maintained by the Landlord. Including but not limited to: paper towel dispenser which are operable with one hand,) and a wall mounted liquid hand soap dispenser.
- 25.5. Ventilation: Design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

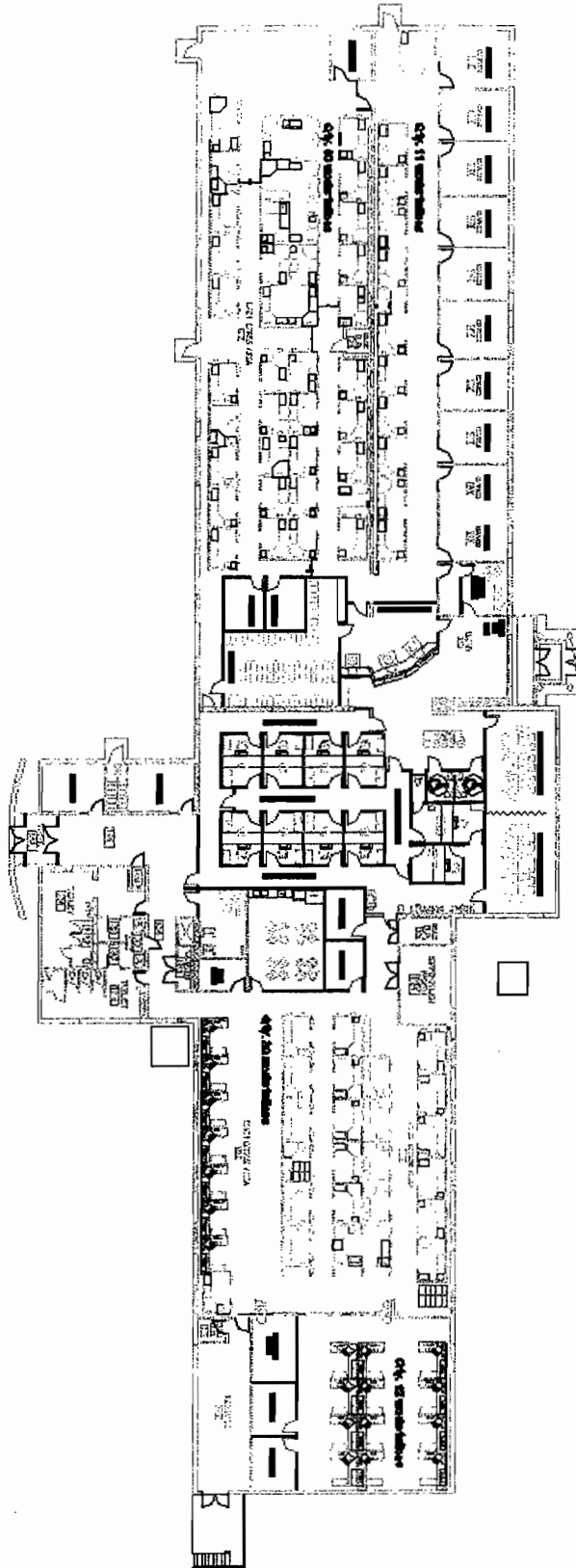
26. STAFF AND PUBLIC TRAINING and CONFERENCE ROOMS:

- 26.1. Public Training and Conference Room – Wall Type 1:
- 26.2. Accordion Partition: Provide the complete installation of an operable folding partition. (see Typical Finish Schedule) Landlord shall provide all necessary materials and labor, including but not limited to: operable partition, all framing and structural work, ceiling modifications, HVAC, lighting and finish work.
 - 26.2.1. General Specifications: 1) center track supported; 2) top hung; 3) sections - X type; 4) material - Type II Wallcovering; 5) manual operation; 6) Sound Transmission Coefficient (STC): Minimum 39; 7) Suggested Manufacturer: *HUFCOR Inc. (Series 3900)*.

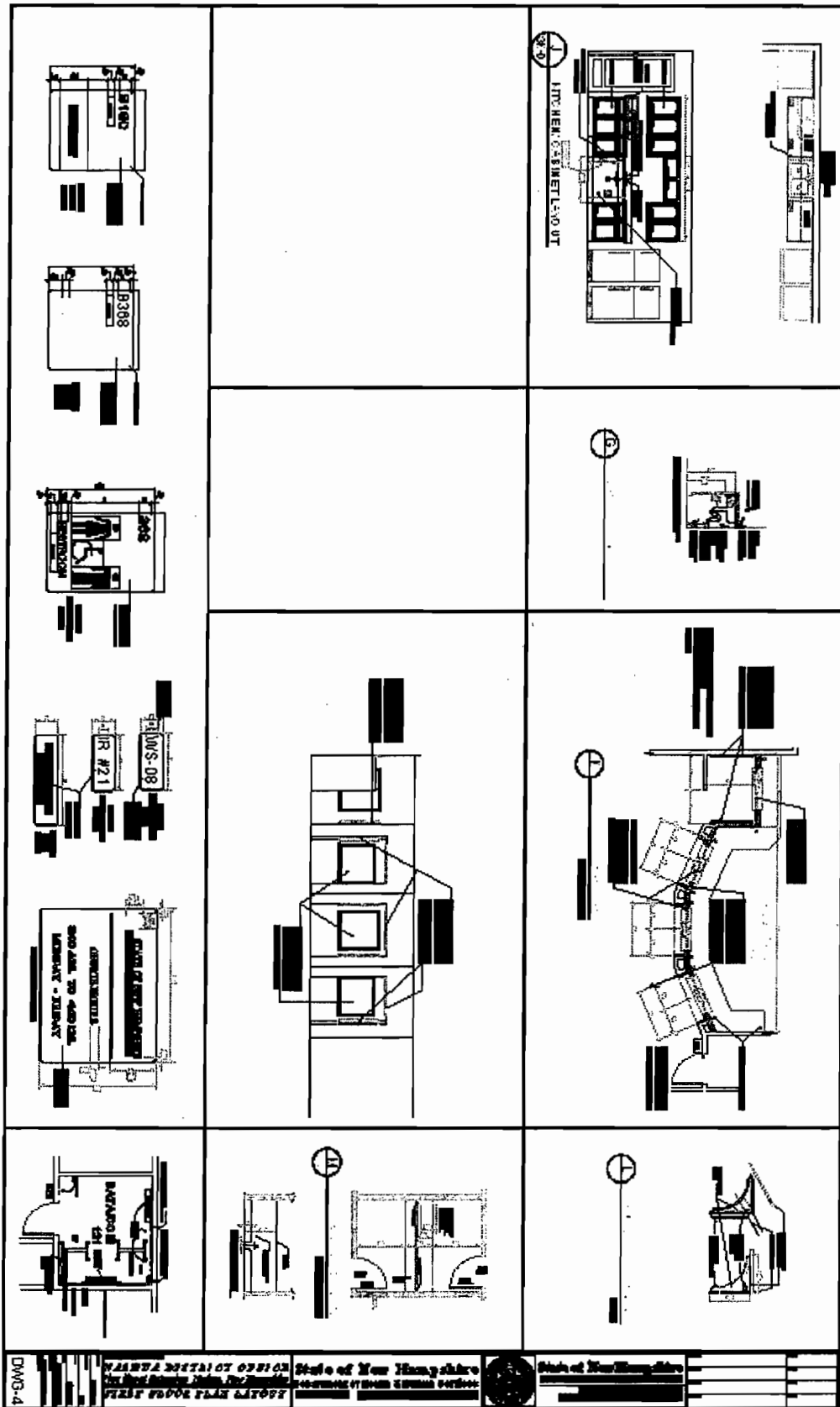
27. SUPPLY and STORAGE ROOM:

- 27.1. Supply and Storage Room As shown on plan Wall Type 3
- 27.2. Shelving: Provide a minimum of 250 lineal feet of pre-manufactured shelving, such as *Space Maker* (vinyl coated wire construction) or heavy duty standards with adjustable shelving. Installation to be field located by Tenant.

DWG-A1 TENANT FLOOR PLAN LAYOUT



DWG-A2 TENANT LARGE SCALE PLANS AND DETAIL



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D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

Page 1

Level 1 - DOOR AND HARDWARE SCHEDULE																
Door #	EXTERIOR Door	Door LOCATION	DOOR			FRAME		GLASS/HARDWARE			SECURITY COMPONENTS					NOTES Provide and install closers on all doors receiving electric strikes.
			WD	HGT	THK	MATL	KD	GLAZING VP / THG	HDWRE SET	HDWRE KEYING	M	E	CR	RU	REX	
100	X	Entrance	3'-4"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS-1		X				PROVIDE FULL WEATHERSTRIPPING
101	X	Vestibule 101	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS-11a		X	X	2X	X	PROVIDE FULL WEATHERSTRIPPING
102	X	Lobby 102	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	THG	HS-7		X				PROVIDE FULL WEATHERSTRIPPING
103		Women	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7c						
104		Men	3'-0"	7'-0"	1 3/4"	AL/GL	HM	KD		HS-7c		X				
105		Client Corridor	3'-5"	7'-0"	1 3/4"	WOOD	HM	FW	THG	HS-10		X	X		X	Client Corridor (release at reception)
106		Staff Corridor	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS-12a		X	X	X	X	Staff Corridor (release at reception)
107		Family Room 106	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS-10		X	X		X	Family Room (release at reception)
108		Multi-Purpose 105	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS-10		X	X		X	Multi-Purpose Room (release at reception)
109		Client Conference	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS-10		X	X	X		Client Training/ Conference (release at reception)
110		Client Conference	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS-10a		X	X	X		
111		Staff Conference	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS-10a		X	X	X		
112		Storage	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7		X				
113		Multi-Purpose	3'-5"	7'-0"	1 3/4"	WOOD	HM	FW	VP	HS-10a		X	X	X		X
114		Vestibule 113	3'-5"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X				
115		Office	3'-5"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7d		X				
116		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7d		X				
117		Observation	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	VP	HS-7d		X				
118																
119		Reception	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7a		X				
120		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7a		X				
121		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7d		X				
122		Closet	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7		X				
123		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS-7a		X	X	X	X	X
124		DataCom	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		HS-11		X	X	X		X
125		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7d		X				
126		Staff Vest	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	THG	HS-12a		X				
127		Entry	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD	THG	HS-1		X				
128		Janitor	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7		X				
129		Maternal Care	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7c		X				
130		Supply	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-7		X				
131		Men								HS-8						
132		Women	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		HS-8						

SAMPLE

SAMPLE

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D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

Page 2

Level 1 - DOOR AND HARDWARE SCHEDULE																			NOTES: Provide and install closers on all doors receiving electric strikes.
Door #	EXTERIOR Door	Door LOCATION	DOOR				FRAME		GLASS/HARDWARE			SECURITY COMPONENTS							
			WD	SIZE HGT	THK	MATL	MATL	KD	FW	GLAZING VP / THG	HDWRE SET	HDWRE KEYING	M	E	CR	RU	REX		
133		Lounge	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		THG	HS8								
134	X	Exit	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD			HS12			X					
135		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD			HS-7d			X					
136		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD			HS-7d			X					
137		Office	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD			HS-7d			X					
138		Staff Corridor	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW		VP	HS-11			X	X	X		X	
139		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7			X				Interview Rm. 20 (staff)	
140		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7			X				Interview Rm. 15 (staff)	
141		Interview	3'-0"	7'-0"	2"	HM	HM	KD		VP	HS-7			X				Interview Rm. 13 (staff)	
142		Supply Storage	3'-0"	7'-0"	2"	HM	HM	KD			HS-7			X					
143		Interview	3'-6"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7			X				Interview Rm. 11 (staff)	
144		File Room	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7a			X					
145		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7			X				Interview Rm. 09 (staff)	
146		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7			X				Interview Rm. 07 (staff)	
147		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7			X				Interview Rm. 05 (staff)	
148		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7			X				Interview Rm. 03 (staff)	
149		File Room	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		THG	HS-7a			X					
150		Reception	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		THG	HS-7a			X					
151		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7			X				Interview Rm. 01 (staff)	
152		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X				Interview Room 01 - Client	
153		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X				Interview Room 02 - Client	
154		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X				Interview Room 03 - Client	
155		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X				Interview Room 04 - Client	
156		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X				Interview Room 05 - Client	
157		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X				Interview Room 06 - Client	
158		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X					
159		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X					
160		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X					
161		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X					
162		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X					
163		Toilet	3'-0"	7'-0"	1 3/4"	WOOD	HM	FW			HS-11			X	X			Interview Room 12 - Client	
164		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X				Interview Room 13 - Client	
165		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KD		VP	HS-7d			X					

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D-1 SAMPLE DOOR AND HARDWARE SCHEDULE

Page 3

Level 1 - DOOR AND HARDWARE SCHEDULE

Door #	EXTERIOR Door	Door LOCATION	DOOR			FRAME		GLASS/HARDWARE			SECURITY COMPONENTS						NOTES: Provide and install closers on all doors receiving electric strikes.
			WD	SIZE HGT	THK	MATL	MATL	KD	GLAZING VP / THG	HDWRE SET	HDWRE KEYING	M	E	CR	RU	REX	
166		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7d							Interview Room 14 - Client
167		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7d		X					Interview Room 15 - Client
168		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7d		X					Interview Room 18 - Client
169		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7d		X					Interview Room 17 - Client
170		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7d		X					Interview Room 20 - Client
171		Staff Corridor	3'-0"	7'-0"	1 3/4"	WOOD	HM	PW	VP	HS-13		X	X				
172		Storage	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO		HS-7		X					
173		Receiving	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO		HS-7							Overhead Door
174	X	Receiving	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					PROVIDE FULL WEATHERSTRIPPING
175		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					Interview Rm. 20 (staff)
176		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					Interview Rm. 18 (staff)
177		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					Interview Rm. 16 (staff)
178		Storage	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					Interview Rm. Storage
179		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					Interview Rm. 12 (staff)
180		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					Interview Rm. 10 (staff)
181		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					Interview Rm. 08 (staff)
182		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					Interview Rm. 06 (staff)
183		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO	VP	HS-7		X					Interview Rm. 04 (staff)
184		Interview	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO		HS-7		X					
185		Staff Corridor	3'-0"	7'-0"	1 3/4"	WOOD	HM	KO									
186		Elevator Room	3'-0"	7'-0"	1 3/4"												
187		Entry	3'-0"	7'-0"	1 3/4"												
188			3'-0"	7'-0"	1 3/4"												
189	X		3'-0"	7'-0"	1 3/4"												

SAMPLE

Handwritten signature/initials.

D-2 HARDWARE TYPES

Hardware Types:

Hardware Sets							
Type	Req'd	Function		Type	Req'd	Function	
HS-1	Lockset door closer Exit Device	Classroom Panic Bar	F84	HS-9	lockset closer	storeroom	F86
HS-1a	Lockset door closer Exit Device kickplate	Classroom Panic Bar	F84	HS-10	lockset elec. Strike remote release closer	storeroom	F86
HS-2	Lockset Exit Device door closer	Classroom Panic Bar	F84	HS-10a	lockset elec. Strike remote release closer card reader REX	storeroom	F86
HS-3	Lockset door closer	security hardware		HS-11	lockset elec strike card reader REX	storeroom	F86
HS-4	Lockset door closer elect. Strike Card reader REX remote release	Classroom	F84	HS-11a	lockset elec strike (2) card reader remote release kickplate	Institutional	F87
HS-5	Lockset door closer elect. Strike REX remote release	Storeroom	F86	HS-12	lockset pilfer alarm exit device panic bar	storeroom	F86
HS-6	Lockset pull pull	detention raised recessed		HS-12a	lockset card reader elec strike exit device panic bar REX	storeroom	F86
HS-7	Lockset	Storeroom	F84	HS-13	lockset pilfer alarm (2) card readers exit device panic bar 15 sec. override	storeroom	F86
HS-7a	Lockset	Classroom	F84				
HS-7b	lockset closer	classroom	F84				
HS-7c	Lockset	Privacy	F76A				
HS-7d	latchset	passage	F75				
HS-8	push/pull closer kickplate						

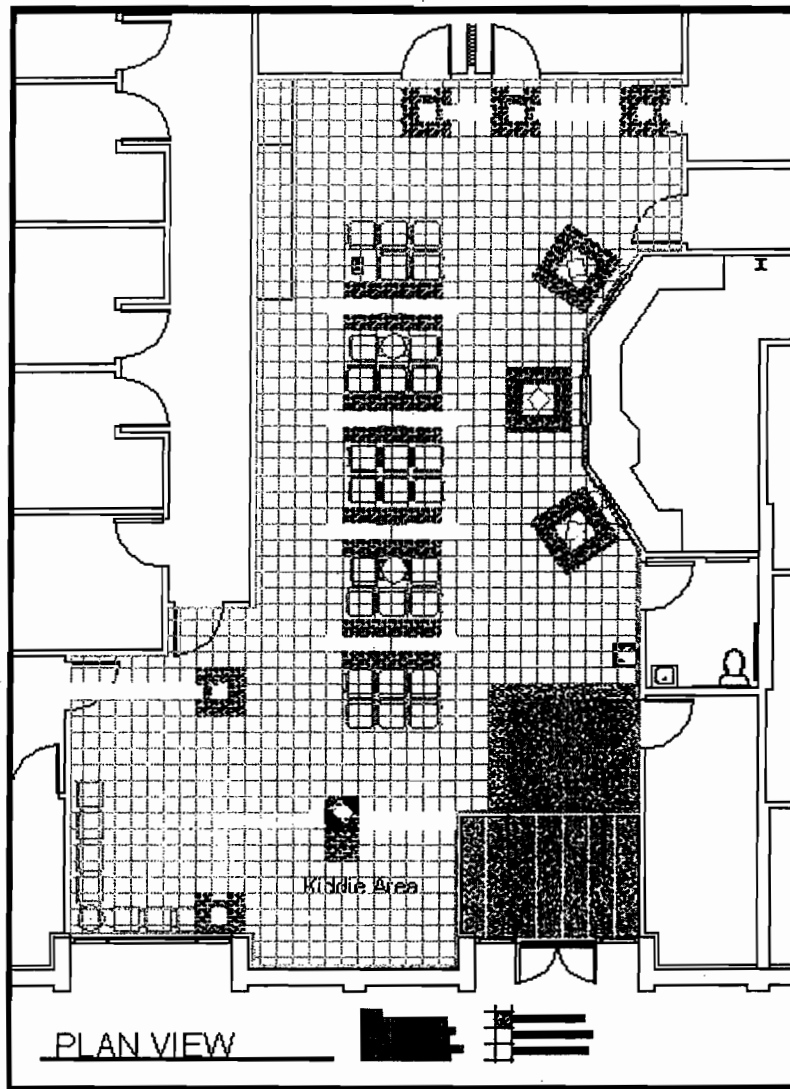
SAMPLE

GEP
NOSC

D-3 HARDWARE FUNCTIONS

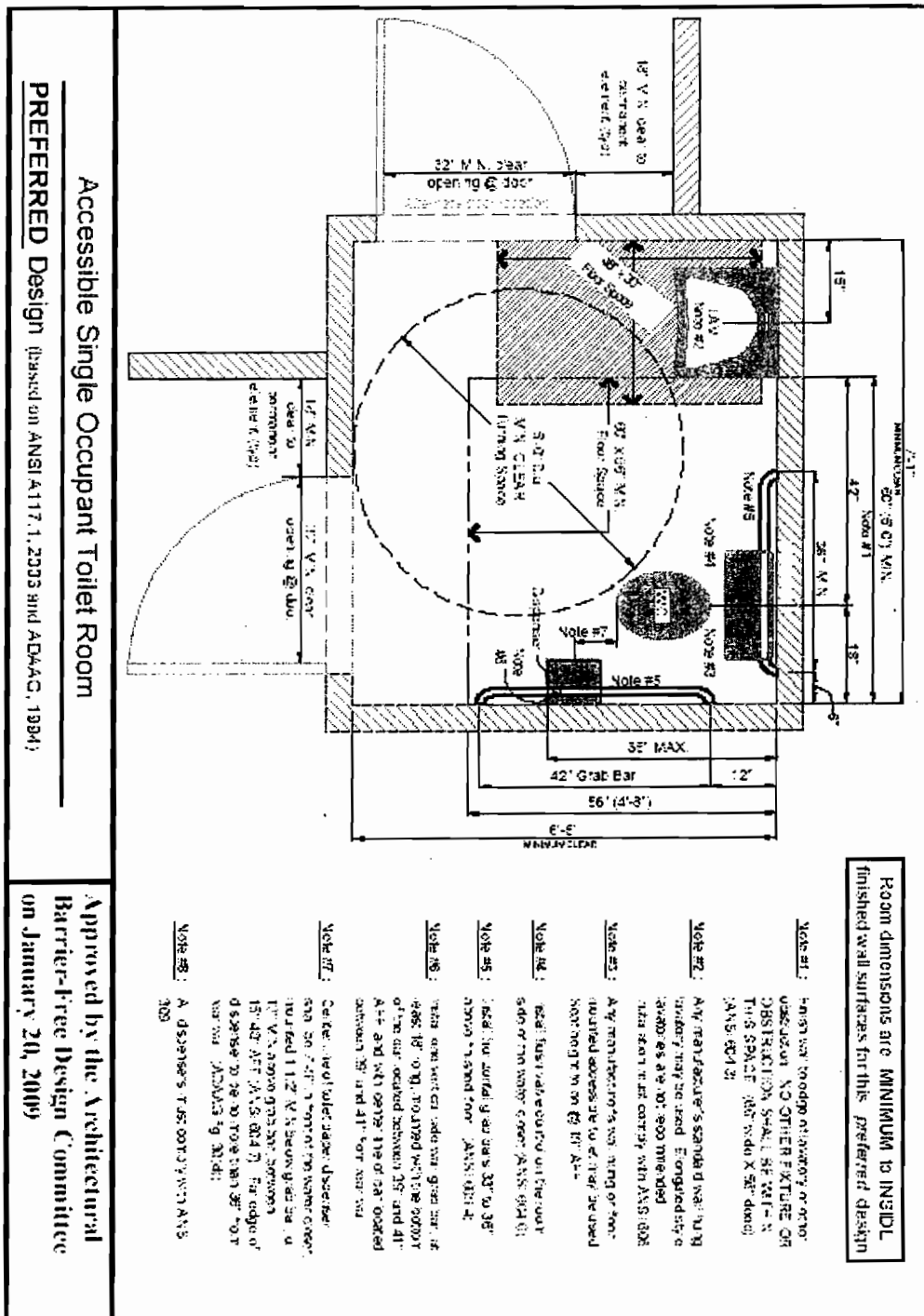
Function Code	Function Description	Operation
F75	Passage	For doors that do not require locking. Either knob operates latchbolt at all times
F76A	Privacy	Either knob operates latchbolt unless outside knob is locked by push-button inside. Button automatically released when inside knob is turned or door is closed Emergency release tool inserted and turned in slot will unlock outside. Outside knob always active.
F84	Classroom	Deadlocking latchbolt. Either knob operates latchbolt (except when outside knob is locked by key). Inside knob is always active. Key releases outside knob.
F86	Storeroom	Deadlocking latchbolt. Latchbolt operated by knob inside, key in outside knob. Outside knob always rigid. Inside knob always active.
F87	Institutional	Deadlocking latchbolt. Latchbolt operated by key in knob from either side. Both knobs always rigid.

D-4 SAMPLE VCT GRAPHICS



SEP
VSL

D-5 SAMPLE ACCESSIBLE TOILET ROOM



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EXHIBIT E
SPECIAL PROVISIONS

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

SPECIAL PROVISIONS OF THE LEASE:

- A. Additional Payments: Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.
- B. Required Property Management: The Landlord shall employ and identify a full time professional property manager or management team for the Premises and/or for the building to which the Premises are a part.
- a. The property manager or management team shall provide the Tenant with a twenty four (24) hour emergency response telephone number and contact person(s).
- C. The Landlord agrees to allow the Tenant and/or their telecommunications and data provider access to the Premises for the purpose of installing the Tenant's "IT" and/or security systems at least 30 days in advance of the date set forth herein for commencement of occupancy and rental payments. Said access shall be scheduled with the Landlord in advance, with both parties expending all best efforts to coordinate their schedules in order to minimize any potential disruptions to the performance of ongoing work.
- D. Federal Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions: The "List of Parties Excluded From Federal Procurement or Non-procurement Programs" was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be disbarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise.
- Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.
- E. This Lease is subject to and subordinate to the provisions, terms and conditions contained in a Lease between 75 International, LLC dated January 29, 2008 with the Pease Development Authority ("PDA"), an agency of the State of New Hampshire established pursuant to RSA ch 12-G for premises located at the Pease International Tradeport in Portsmouth, New Hampshire described.

The environmental Protection provisions of Article 25 of the Primary Lease are expressly incorporated herein as affirmative obligations of the Tenant.

This Lease is also subject to the obligations of Tenants at the Pease International Tradeport as provided and set forth in Deeds from the United States of America by and through the Secretary of the Air Force, recorded at the Rockingham County Registry of Deeds at Book 4227, Page 0001 and Book 4564, Page 0985.

- F. Landlord to provide use of the Systems Furniture that currently occupies the premise as shown on plan (see attached **DWG-A1 TENANT FLOOR PLAN LAYOUT**). Landlord shall clean and configure existing systems furniture as necessary to re-establish the original layout. Landlord shall provide the use of said



Systems Furniture as long as the Tenant occupies the premise. During the lease term should Landlord relocate Tenant to a new facility due to the availability of a new building on the site, Landlord shall provide for the relocation of the Systems Furniture to follow Tenant to the new facility for Tenant's exclusive use. Landlord shall provide exclusive use of the systems furniture that is currently in place at the premises and at no additional cost to Tenant. The ownership of the systems furniture shall remain the property of the Landlord throughout the term of the lease and any extensions thereof.

- G. Landlord shall provide additional parking spaces at the front of 50 International Drive as reasonably required by Tenant for Tenant's clients and at no additional cost to Tenant.
- H. Landlord, at no expense to Tenant, shall provide for the relocation of Tenant from Tenant's existing location to Tenant's new location. Landlord to provide the disassemble and move of designated furniture and move all supplies and equipment, including data equipment, and all items thereof from the Portsmouth District Office located at 30 Maplewood Avenue, first and second floor in Portsmouth, New Hampshire to the designated areas at the New Portsmouth District Office located at 50 International Drive, first floor in Portsmouth, New Hampshire. The Contractor shall place all furniture, supplies, and equipment, including boxes at locations identified on the item and at the new location.
- I. Landlord to ensure that all ADA improvements required under the current Tenant's occupancy are provided as detailed below prior to commencement of this lease:
- Provide four additional standard 96-inch wide accessible parking spaces and adjacent 60-inch access aisles to the right of the existing entrance access aisle for this 157-space lot per **ANSI 502** and **IBC 1106**. Provide and install signs with the universal symbol of accessibility. Locate the signs at the head of the parking space with the bottom of the sign at 60 inches above the ground per **ANSI 502**. This increase will result in a total of seven accessible parking spaces including the two currently designated as van accessible which shall remain.
 - Repair cracks in asphalt at all accessible parking spaces and access aisles and in the concrete at the base of the stairs per **ANSI 303**.
 - Add packed fill along the sides of the walk as necessary to bring the grade up to the level of the concrete per **ANSI 303**.
 - Existing Toilet Rooms:
 - Re-mount the existing coat hooks or install additional coat hooks in the accessible stalls to within 48 inches of the floor per **ANSI 308**.
 - Relocate one paper towel dispenser in each toilet room so that the operating height is at 48 inches above the floor per **ANSI 308**.
 - Adjust the closers on the toilet room doors and the entrance into the employee area to reduce the required opening force. Door operation shall not require more than 5 pounds to operate per **ANSI 404.2.8** and doors shall close in no less than 5 seconds per **ANSI 404.2.7.1**.
 - Permanent Room Signage:
 - Toilet Room Signs: Relocate the existing tactile signs to the wall on the latch side of each door mounted no more than 60 inches above the floor per **ANSI 703**.
 - Conference, Training Room and Other Permanent Room Signs: Replace the existing non-conforming room signs with tactile signs (Braille and raised letters) mounted to the wall on the latch side of the doors at no more than 60 inches above the floor per **ANSI 703**.



- Reposition the top of the sink rim to 34 inches above the floor per **ANSI 606.3**; although knee space under the sink is not required in this case, it will facilitate use of the sink by a person using a wheelchair; insulate exposed pipes per **ANSI 606.6**.

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TEXT REPLACING THE STANDARD PROVISIONS OF THE LEASE FOLLOWS:

Paragraph 3.2.1 "Delay in Occupancy, Commencement Date Extension" is deleted, and in place thereof is inserted:

3.2.1 Delay in Occupancy, Delay in Rental Payment Commencement:

To provide the time necessary for the Landlord to undertake and substantially complete renovations of the existing building which shall provide a fully renovated building to which the Premises shall be a part, the commencement date of Tenant's occupancy and commencement of rental payments shall be delayed until said Premises are substantially completed and Landlord in receipt of a "Certificate of Occupancy", this date is herein agreed upon by both parties as April 1, 2010.

Paragraph 3.3 "Extension of Term" is deleted, and in place thereof is inserted:

3.3 Extension of Term:

At the termination of the lease the landlord will provide the following option to lease this space to Tenant under the same terms and conditions until such time as a new building is constructed. Upon completion of a new building Landlord will relocate Tenant to new space in the new building. New space shall be of a quality, size, and layout reasonably satisfactory to Tenant. Economic Terms of new space rental shall be the same as those existing at the time of the relocation. Landlord shall pay all reasonable relocation costs of Tenant at time of relocation, inclusive of telephone, data, access control, and systems furniture.

Paragraph 3.4 "Conditions on the Commencement and Extension of Term" is deleted, and in place thereof is inserted:

3.4 Conditions on the Commencement of Term and any Extension or Amendment of Term:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this Agreement and the commencement of the Term and any extension or amendment of the Term is contingent upon its' approval by all parties having authority, which on the part of the Tenant includes but is not limited to the Governor and Executive Council. In the event the Tenant does not receive approval of the Agreement authorizing it to commence upon the date set forth in paragraph "3.1 Term", the Agreement shall be null and void, with no further obligation or recourse to either party.

On the part of the Landlord, commencement of the Term shall be contingent upon the relocation of the current occupant, Department of Environmental Services (DES), at 50 International Drive. The letter (see attached) from CPManagement, Inc. representing the Assignee Lessor, dated October 15, 2009, served the Lessee (DES) with the 60 days notice required for the relocation of the Lessee to alternate premises. This provision provides for the relocation of the existing tenant to an alternate facility within 60 days notice or by December 15, 2009. This time frame will allow for the 60 day fit up time to provide for occupancy for the Department of Health and Human Services commencing April 1, 2010.

MODIFICATIONS TO THE STANDARD PROVISIONS OF THE LEASE:

Paragraph 8.1 "Maintenance" is modified by the following:

- a. Maintenance and Repair of Broken Glass: In addition to the standard provisions of this section, the Landlord must replace any and all structurally damaged or broken glass 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 glass within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.
- b. Maintenance and Repair of HVAC: In addition to the standard provisions of this section, the Landlord hereby agrees they must 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

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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, and 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 Tenant until the deficiency is remedied.

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

Paragraph 10.1.1 is modified by the following:

Notwithstanding provisions of section 10 or anything contained in this lease to the contrary, it is understood and agreed to by both Parties that "completion" shall mean "substantial completion". "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 operations. Use of the terms "complete (d)" or "completion" shall mean "substantially complete (d)" and "substantial completion," respectively.

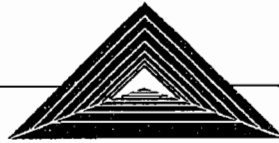
Paragraph 11 is modified by the following:

1. 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 provided the Tenant complies with the terms of the Agreement hereunder. 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.
2. Leasehold Improvement Communication/Coordination: In addition to the standard provisions of this section, the Landlord agrees they shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements, and any/all property improvements to the Tenant. Such communication and coordination shall be provided with sufficient advance notice as to allow for effective planning and communication from Tenant to the affected on-site Manager of Operations and/or the facility's general staff population. Dependent on the scope of the project, Tenant may require Landlord to provide a graphical Phase Plan and/or a written estimated timeline for the project prior to the project's commencement.

Paragraph 15 "Insurance" of the Lease is deleted and replaced with the following new paragraph 15.

During the Term and any extension thereof, the Landlord shall at it's sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and one million (\$1,000,000.00) per incident and no less than one million (\$1,000,000.00) in excess/umbrella liability each occurrence. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

JP
DSC



October 15, 2009

Carroll Brown, Jr
Coastal Oil Spill Response Coordinator
New Hampshire DES
P. O. Box 95
29 Hazen Drive
Concord, NH 03302-0095

Re: Relocation from 50 International Drive

Dear Mr: Brown:

CPManagement, Inc. represents the Assignee Lessor as hereinafter defined.

Please refer to Subsection d. of Lease Amendment NO. 2 dated August 1, 2004 between the Pease Development Authority ("Lessor"), 75 New Hampshire Ave LLC ("Assignee Lessor") and New Hampshire DES ("Lessee"). Pursuant to this provision this letter will provide the Lessee with the 60 days notice required for the relocation of the Lessee to alternate premises.

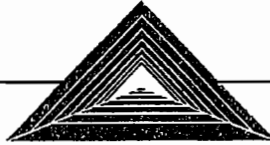
In compliance with the provision we have offered the Lessee a superior facility ("Comparable Facility") located at 222 International Drive under the following terms and conditions. The Assignee Lessor makes this offer for the Comparable Premises only and no other.

1) Area To Be Leased – up to 9,447 square feet the size of the current premises at 50 International Drive. The final footprint will be determined between the parties. NHDES was provided with floor plans and toured the Comparable Facility on two occasions. NH DES was to provide a proposed floor plan for Assignee Landlord consideration. To date no floor plan has been received.

2) Lease Rate – From the Comparable Premises occupancy date until July 31, 2012 (scheduled expiration), the gross lease rate shall be the same monthly payment as set forth in the current Lease as amended. All services provided in the current Lease shall also be provided in the Comparable Facility. On August 1, 2012 gross rent shall be adjusted by the cumulative Boston All Urban Consumer Price Index for the previous three years. On each subsequent Lease Anniversary date the gross rent shall be adjusted by 3.5%. Should the yearly increase in Real Estate Taxes or utilities exceed 3.5% in any one year period the Lessee shall be responsible for all amounts in excess of this amount.



COPY



Carroll Brown
NH DES
October 15, 2009
Page Two

3) Lease Term – We propose an initial Term of seven years including the balance of the existing Term. Please note that the existing facility at 50 International Drive will be demolished soon after July 31, 2012.

4) Improvement Allowance – The Assignee Lessor through its affiliate 222 International, L.P. can provide an Allowance of up to \$12 per square foot, a total of \$113,356. This Allowance will be used for relocation expenses and premise Improvements and no other purpose. No credit shall be allowed for any unused allowance. The Allowance is provided by 222 International LP for this property and no other.

5) Furniture – The Assignee Lessor through 222 International LP can provide a substantial amount of the furniture (as discussed) currently in place.

6) Relocation – Assignee Lessor will relocate and hook up Lessee's generator and antenna as discussed.

This relocation is being accomplished so that another State agency, New Hampshire Department of Health and Human Services may occupy the entire building located at 50 International Drive. For the State this strategy is the most efficient and cost effective that can be employed to house both State agencies.

We are confident that we have met all relocation obligations as they are set forth in the Lease. We look forward to working with you on this project. Please contact me at your earliest convenience with a NH DES floor plan and specific logistical requirements for a move. Please be advised that time is of the essence and we must move quickly to facilitate this project in the most expeditious manner possible.

Sincerely,

James J. Horne
President
CPManagement, Inc.

Cc: David Mullen, PDA
Daniel Plummer, 75 New Hampshire, LLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
11/06/2009

PRODUCER

RC Knox & Company, Inc.
One Goodwin Square
Hartford, CT 06103-4305
860 524-7600

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

INSURERS AFFORDING COVERAGE

NAIC

INSURED

Two International Group, LLC
75 New Hampshire LLC
1 New Hampshire Avenue #101
Portsmouth, NH 03801

INSURER A: **Valley Forge Insurance Company**INSURER B: **Continental Casualty Company**

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	P2083260602	06/10/09	06/10/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	P2083260857	06/10/09	06/10/10	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 \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	P2083260616	06/10/09	06/10/10	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

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

RE: Premises leased at 50 International Drive, Portsmouth, NH.

State of New Hampshire Department of Health and Human Services, ATIMA is additional insured where required by contract per the terms, conditions and exclusions of the general liability policy.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
Attn: Leon Smith, Administrator
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RC Knox & Company

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



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] Voice or TTY
(603) 271-2837 FAX

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

September 15, 2009

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

Requested Action

Recommendation Regarding Lease Approval

Lessee: Department of Health and Human Services – District Office
Location: 50 International Drive, Portsmouth, NH 03801
Lessor: James J. Horne, CP Management, Inc, 11 Court Street, Exeter, NH 03833
Term: November 1, 2009 to January 31, 2012 with one Two-year Extension

The Architectural Barrier-Free Design Committee respectfully recommends that the subject **NEW lease** for 25,796 square feet of space be approved, with the following conditions to be met prior to occupancy and commencement of the Term:

1. All renovations must be completed in compliance with Exhibit D Part III and with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). **All revised plans shall be submitted for approval** by the Architectural Barrier-Free Design Committee and the local authority having jurisdiction (**i.e. the Building Inspector**).
2. Construction drawings at 60% completion shall be submitted to the Architectural Barrier-Free Design Committee for an accessibility plan review.
3. Prior to occupancy the Architectural Barrier-Free Design Committee shall be invited to conduct an accessibility site visit.

This recommendation is based upon the assurances of the leasing agency's ADA Coordinator that this facility will be accessible upon completion of Exhibit D 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 *WM*

wb

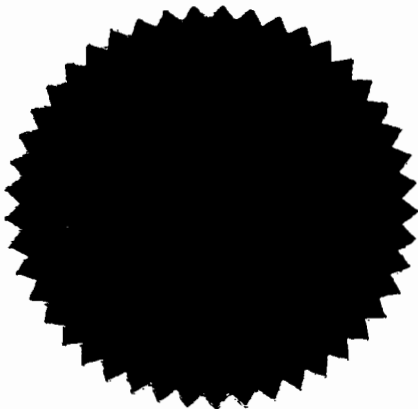
cc: Mary Belec, Administrator, Planning and Management, Administrative Services

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 75 New Hampshire, LLC is a New Hampshire limited liability company formed on June 27, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of September, A.D. 2009

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

We, Cyrus W. Gregg, Manager of SAY PEASE VII, LLC, Co-Manager of 75 New Hampshire, LLC and Daniel L. Plummer, Manager of LEVERE PROPERTIES, LLC Co-Manager of 75 New Hampshire, LLC, all being New Hampshire limited liability companies, duly established under the laws of the State of New Hampshire, do hereby certify that:

A. The authority has been specifically conferred upon Cyrus W. Gregg, as Manager of Say Pease VII, LLC and Daniel L. Plummer, as Manager of Levere Properties, LLC on behalf of 75 New Hampshire, LLC to execute, for and on behalf of 75 New Hampshire, LLC any and all documents and instruments which may be necessary or desirable to complete the execution of a certain Lease for property located at 50 International Drive, Portsmouth, New Hampshire with the State of New Hampshire.

B. No person dealing with the said 75 New Hampshire, LLC need inquire concerning the validity or propriety of a document or instrument executed by them in the name of 75 New Hampshire, LLC, or as to their authority to execute same with respect to said Lease.

IN WITNESS WHEREOF, we have hereunto affixed our names as Co-Managers of 75 New Hampshire, LLC this 12TH day of November, 2009.

75 New Hampshire, LLC
a NH Limited Liability Company

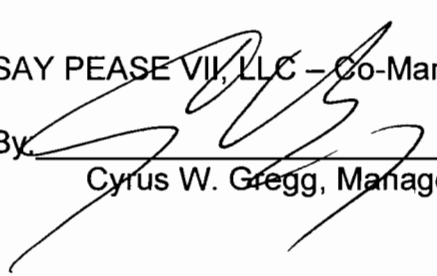
LEVERE PROPERTIES, LLC – Co-Manager

By: _____


Daniel L. Plummer, Manager

SAY PEASE VII, LLC – Co-Manager

By: _____


Cyrus W. Gregg, Manager



Excluded Parties List System

**Search Results Excluded By
Exact Name : 75 New Hampshire, LLC
as of 13-Nov-2009 3:13 PM EST**

Your search returned no results.