



New Hampshire  
Employment  
Security

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



November 1, 2016

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

REQUESTED ACTIONS

1. Pursuant to RSA 4:40, authorize the New Hampshire Department of Employment Security ("NHES") to sell NHES properties located at 300 Hanover Street and 436 Maple Street, Manchester, New Hampshire (the "properties") to 300 Hanover Street, LLC (the "Buyer") for a combined total of \$1,250,000.00, plus an additional \$1,100.00 as an administrative fee pursuant to RSA 4:40, III-a, effective upon Governor and Council approval.

2. Further, authorize NHES to pay 3% of the gross proceeds from the sale of 300 Hanover Street and 6% of the gross proceeds from the sale of 436 Maple Street, Manchester NH (in a combined total amount of \$40,350.00 to The Norwood Group, Inc. (d/b/a NAI Norwood Group), 116-G South River Road, Bedford, New Hampshire, as its commission for real estate brokerage and marketing services provided with respect to the Properties pursuant to the terms of an Exclusive Listing Agreement dated June 24, 2016, to be effective upon Governor and Council approval.

02-27-27-270010-8041	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2017</u>
10-02700-80410000-020-500252	Miscellaneous	\$40,350

3. Finally, authorize NHES to enter into a Lease Agreement with the Buyer to lease back eight thousand, six hundred, fifteen (8,615) square feet of office space in 300 Hanover Street, Manchester, New Hampshire, along with related common area, for a period of five (5) years beginning on January 1, 2017 through December 30, 2021, at a cost of \$172,308.00 annually, with agreed upon tenant improvements to be made by the Buyer in keeping with the attached Lease Agreement and Tenant Improvement Specifications and Plans. The total cost of the agreement shall not exceed \$861,540.00.

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2017</u>	<u>SFY 2018-SFY 2021</u>	<u>SFY 2022</u>
10-02700-80400000-022-500248	Rental, Non-State	\$86,154	\$172,308	\$86,154
			Per Year	

Net proceeds from the sale will be allocated to Account # 10-027-80410000-405450.

### EXPLANATION

The properties being sold consist of a 1.18 acre± parcel improved with a 20,000 SF office building located at 300 Hanover Street, and a 0.16± acre parcel utilized as a parking lot located at 436 Maple Street in downtown Manchester. The 300 Hanover Street facility has been the site of the NHES Manchester Local Office since June of 1996, when NHES entered into a lease agreement for the property. Subsequent to the lease, NHES purchased 300 Hanover Street on July 27, 1998 to house several of its operations, including the Manchester Local Office, and purchased 436 Maple Street for overflow parking on March 29, 2001.

On June 22, 2011, the House and Senate voted to adopt the Committee of Conference Report (2011-2429) on HB-25, which made appropriations for capital improvements. The capital budget projects approved by the bill included the renovation of the Tobey Building in Concord, which is now the main building for NHES, providing office space for two-thirds of the department's statewide workforce of roughly 200 employees. The capital budget also provided that the proceeds derived from the sale of any department-owned real estate would be used to pay for the costs associated with renovating the Tobey building. By relocating staff to the Tobey building, the department no longer needed two buildings in Concord and two buildings in Manchester. The department previously sold the two Concord buildings. Further, the department plans to continue efforts to sell the other Manchester property not the subject of this request located at 298 Hanover Street.

In accordance with RSA 4:40, NHES sought and received the recommendation of the Council on Resources and Economic Development ("CORD") to surplus the buildings slated for consolidation. On September 18, 2012, NHES received initial approval from the Long Range Capital Planning and Utilization Committee ("LRCPUC") to sell 300 Hanover Street and 436 Maple Street (combined with 298 Hanover Street for appraisal and marketing purposes) for their then market value. On November 28, 2012, NHES received approval of an amended request to market the properties without the assistance of a broker. Two (2) offers were received on 300 Hanover Street in the 2014 time period. Neither of the offers culminated in a sale of the property. This was the result of the selected high bidder being unable to obtain necessary zoning relief in order to utilize the property as desired.

On September 10, 2015, NHES issued a Request for Proposal (RFP) for Real Estate Brokerage Services in order to obtain assistance in marketing and selling the Manchester properties. The RFP was posted on the Administrative Services Current Bidding Opportunities and NHES' websites, and was advertised in two newspapers of statewide circulation on three (3) separate occasions. NHES also sent a direct solicitation to thirty-five (35) commercial brokers licensed by the NH Real Estate Commission. In response to the RFP, NHES received one (1) conforming proposal from the NAI Norwood Group, which had successfully marketed property for the State of New Hampshire in the past. During the RFP process, updated appraisals were obtained for the properties with a new valuation date of January 2016.

On February 17, 2016, NHES sought and received an updated approval from the LRCPUC to market and sell 300 Hanover Street and 436 Maple Street for their updated appraised market values of \$1,425,000.00 and \$95,000.00, respectively, using NAI Norwood as a broker.

In March 2016, a solicitation for offers was conducted and advertised by Norwood. The solicitation offered prospective purchasers of 300 Hanover Street an option to lease back a 7,000 to 9,000 square foot footprint to NHES for the continued operation of the Manchester Local Office. Although the Department no longer needed the full 20,000 square foot footprint of 300 Hanover Street following consolidation of several operations in the Tobey Building, it still needed a location to operate its Manchester Local Office. Prior searches for rental property revealed that it would not be easy to obtain a space that would be large enough and also convenient for the clientele of NHES' Local Office.

Following the competitive solicitation process, one (1) proposal was received for the purchase of 300 Hanover Street, which was a combined offer for 300 Hanover Street and 436 Maple Street. The proposal offered a lease back option to NHES, with the leased space valued at \$20 per square foot. Additional costs to NHES would be associated with janitorial and dumpster services. Additional costs for janitorial and dumpster services are estimated at \$10,338 or approximately \$1.20 per square foot. These expenses bring the estimated cost per square foot to \$21.20. On June 14, 2016, NHES received approval from the LRCPUC to sell 300 Hanover Street and 436 Maple Street for the combined total offer price of \$1,250,000.00, plus an administrative fee of \$1,100.00.

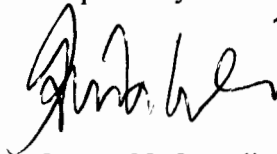
Following negotiations with the successful buyer, NHES is convinced that the purchase price of \$1,250,000.00 for 300 Hanover Street and 436 Maple Street, with a lease back of space for the Local Office, represents market value and provides a good solution for the business and operational needs of NHES. The sale and leaseback avoids a costly and potentially disruptive move, and allows the Local Office to remain in its current downtown location where it has been located for the past twenty years, which provides convenient access to its customers. The Buyer has committed to providing Tenant Improvements as shown in the attached Lease Agreement, Tenant Improvement Specifications and related plans, which means that the Local Office space will receive needed cosmetic and organizational updates.

The Lease Agreement and supporting documents were developed with the assistance of Administrative Services. The Buyer has worked with the Department in developing detailed specifications to ensure that all State requirements are addressed, including accessibility requirements.

The Purchase and Sale, Exclusive Listing Agreement, Lease Agreement and Tenant Improvement Specifications and Plans are attached for reference, along with necessary approvals.

Based on the foregoing, your favorable consideration of the requested action is hereby requested.

Respectfully submitted,



George N. Copadis  
Commissioner

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

**FROM:** Stephen Lorentzen  
Department of Administrative Services  
Division of Plant and Property Management

**DATE:** November 1, 2016

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

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

**LESSEE:** New Hampshire Employment Security (NHES), 45 South Fruit Street, Concord NH 03301

**LESSOR:** 300 Hanover Street, LLC, 920 Candia Road, Manchester, NH 03109

**DESCRIPTION:** New Lease - Approval of the enclosed will authorize rental of 8,615 square feet of space at 300 Hanover Street in Manchester to serve as NHES' Manchester Office for a term of (5) years at an annual rental rate of \$172,308/year or \$20/square foot. This lease agreement is with the buyer of 300 Hanover Street, which was previously owned by the State, and is part of a lease-back option. Although the department no longer needs the full 20,000 square foot footprint of 300 Hanover Street following the consolidation of several operations in the Tobey Building, it still needs a location to operate its Manchester local office. Prior searches of rental property revealed that it would not be easy to obtain a space that would be large enough and also convenient for the clientele of NHES' Local Office. The total cost of the agreement shall not exceed \$913,230.00.

**TERM:** Five (5) years: January 1, 2017 through December 30, 2021.

**ANNUAL RENT:** Year 1: 1/01/2017 – 12/30/2017; 0% escalation \$172,308.00 Annual (\$20.00 per SF)  
Year 2: 1/01/2018 – 12/30/2018; 0% escalation \$172,308.00 Annual (\$20.00 per SF)  
Year 3: 1/01/2019 – 12/30/2019; 0% escalation \$172,308.00 Annual (\$20.00 per SF)  
Year 4: 1/01/2020 – 12/30/2020; 0% escalation \$172,308.00 Annual (\$20.00 per SF)  
Year 5: 1/01/2021 – 12/30/2021; 0% escalation \$172,308.00 Annual (\$20.00 per SF)  
5-Year RENT TOTAL: \$861,540.00

**ONE-TIME/ADDITIONAL RENOVATION PAYMENT:** None due

**JANITORIAL & RECYCLING:** Additional - not included in rent - estimated as \$8,615/year (\$1.00/square foot) for janitorial and \$1,723/year (\$.20/square foot) for recycling.

**TOTAL TERM COST:** \$861,540.00 5-year rent + \$51,690.00 5-yr cost of janitorial & recycling =  
\$913,230.00 TOTAL; 5-YR averaged cost \$182,646.00 (\$21.20) annual

**PUBLIC NOTICE:** Complied with all Admin 600 rules.

**CLEAN AIR PROVISIONS:** The space will be tested for conformance to standards after completion of renovation but prior to occupancy.

**BARRIER-FREE DESIGN COMMITTEE:** Positive recommendation received from the Committee contingent upon provision of certain improvements which have either been incorporated into leasehold obligations or will be provided directly by NHES.

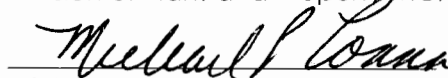
**OTHER:** Approval of the enclosed **lease** is recommended.

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:  
Division of Plant and Property Management

  
Stephen Lorentzen, Administrator

Approved by:  
Division of Plant and Property MGMT

  
Michael Connor, Deputy Commissioner

**NHES Sale/Leaseback/Listing Agreement for  
300 Hanover Street and 436 Maple Street, Manchester, New Hampshire**

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## **Section I**



ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

June 17, 2016

Vicki V. Quiram, Commissioner  
Department of Administrative Services  
25 Capitol Street, Rm. 120  
Concord, NH 03301

**Re: Request for Waiver of Public Notice Requirement in Connection with the Sale and Lease Back of 300 Hanover Street and 436 Maple Street, Manchester, NH**

Dear Commissioner Quiram:

Pursuant to Administrative Rule Adm 610.11, Exemptions and Waivers from Public Notice Requirement, New Hampshire Employment Security ("NHES") is seeking a waiver from the public notice requirement of the Procurement and Property Rules in order to allow it to enter into a lease agreement with the prospective buyer of its properties located at 300 Hanover Street and 436 Maple Street in Manchester, New Hampshire.

I. Background

NHES has been attempting to sell several surplus properties in Manchester, New Hampshire for a period of three (3) years.<sup>1</sup> In November of 2015, following a competitive RFP process, NHES selected NAI Norwood Realty to serve as its exclusive listing agent in connection with the subject properties. After obtaining Long Range Capital Planning and Utilization Committee ("LRCPUC") approval to sell the properties for their updated appraised values, NHES used Norwood to conduct marketing and to solicit competitive offers for 300 Hanover and 436 Maple Street in March and April of 2016. Based on feedback received from more than one prospective purchaser over time, NHES included the option of submitting offers for 300 Hanover Street that included a lease back of a portion of the property to NHES for continued use as a Local Office.<sup>2</sup>

Following the conclusion of Norwood's marketing efforts and solicitation of offers, NHES has received approval from the Long Range Capital Planning and Utilization Committee to sell 300 Hanover Street and 436 Maple Street to George Attar (or his designated LLC) for a total selling price of \$1,250,000.00. Mr. Attar's offer to purchase the properties is contingent on NHES leasing back approximately 8,000 square feet of space for its Manchester Local Office.

<sup>1</sup> During this time, 300 Hanover Street went under contract twice, but neither deal closed.

<sup>2</sup> Upon the sale of the property, NHES will still have a need for approximately 8,000 square feet of space to operate a Local Office in Manchester, thus the lease back option made sense from both a programmatic and budget perspective.

II. Application of Adm 610.11, Exemption and Waivers from Public Notice Requirement

In connection with requests for waivers of the usual public notice requirement, Adm 610.11(c) provides:

(c) The commissioner shall, on written request of an agency seeking a rental of space at a cost equal to or greater than the governor and council approval threshold, grant a waiver from the notice, response and initial selection requirements set forth in Adm 610.06 and Adm 610.08 if he or she concludes . . . that:

(2) The proposed rental:

a. Relates to space that is, or will, prior to agency occupancy, be renovated, improved, modified or otherwise changed to be in compliance with handicapped accessibility standards, clean air standards, and applicable safety, fire and building codes; and

b. Is in the best interests of the state and can be obtained at a cost that compares favorably to the current price of similar space for rent, or similar space that is currently rented by the state.

(d) In determining, under (c)(2) b. above, whether a rental is in the best interests of the state and can be obtained at a cost that compares favorably to the current price of similar space, the commissioner's assessment shall include, but not be limited to, an assessment of the possible disruption to public access and programs, the state's incurrence of relocation expenses, and lost productivity.

NHES believes that the proposed lease agreement for 300 Hanover Street (which includes parking spaces located at 436 Maple Street) meets all of the requirements of Adm 610.11. NHES' proposed lease space in 300 Hanover Street will, prior to its occupancy as a tenant, be renovated, improved, modified and changed to be in compliance with handicapped accessibility and applicable environmental and safety standards. NHES is currently working with Mary Belec of the Bureau of Plant and Property Management to complete an initial ADA accessibility audit to identify issues that must be addressed prior to approval of the lease.

In terms of price, Mr. Attar has offered an initial five year lease rate of \$20.00 per square foot for the leased space on a gross rent basis. The lease rate is inclusive of tenant improvements to be made by the landlord, taxes, operating costs, utilities, and parking. Based on these factors, which have been reviewed by Norwood Realty, NHES believes that the \$20.00 per square foot lease value compares favorably to the current price of similar space for rent. It is almost identical to the per square foot rent NHES is currently paying on a gross rent basis for its Keene Local Office.




Letter to Commissioner Quiram  
Page 3

In addition, the "best interests" factors listed at Adm 610.11(d) also strongly favor granting the request for waiver. In this case, keeping the Manchester Local Office in its existing downtown location would result in the least possible disruption to public access and programs. It would eliminate the incurrence of relocation expenses and also eliminate or significantly reduce any lost productivity in connection with the lease.

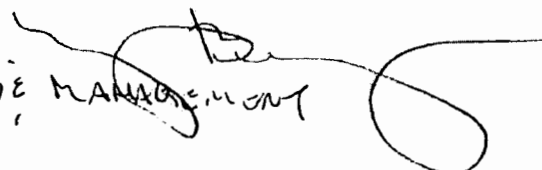
III. Conclusion

Under all of the circumstances, we believe that the State's best interests are served by granting the waiver and allowing NHES to enter into a lease agreement as proposed in connection with the offer to purchase 300 Hanover Street and 436 Maple Street. Please feel free to contact me with any questions or concerns or if you would like further information.

Thank you for your consideration of this request.

Sincerely,  
  
Richard J. Lavers  
Deputy Commissioner

cc: George Copadis, Commissioner

• APPROVAL RECOMMENDED:  
By MARY BELECZ, PLANNING MANAGEMENT  
JUNE 17, 2016  




LRCP 16-022

MICHAEL W. KANE, MPA  
Legislative Budget Assistant  
(603) 271-3161

CHRISTOPHER M. SHEA, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

State of New Hampshire

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

STEPHEN C. SMITH, CPA  
Director, Audit Division  
(603) 271-2785

June 14, 2016

Richard J. Lavers, Deputy Commissioner  
Department of Employment Security  
45 South Fruit Street  
Concord, New Hampshire 03301-4857

Dear Deputy Commissioner Lavers,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on June 14, 2016, approved the request from New Hampshire Employment Security, to amend the listing price from \$1,520,000 to \$1,250,000, and further amend the Administrative Fee of \$1,100, to be assessed only once and not for each property as previously approved (LRCP 16-005, approved February 16, 2016), for the sale of New Hampshire Employment Security owned properties located at 300 Hanover Street and 436 Maple Street in Manchester, N.H., and to sell the properties to George R. Attar, subject to the conditions as specified in the request dated June 3, 2016.

This request (LRCP 12-042) was originally approved by the Long Range Capital Planning and Utilization Committee on September 18, 2012, and subsequently amended (LRCP 12-059) on November 14, 2012 and (LRCP 16-005) February 16, 2016.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael W. Kane".

Michael W. Kane  
Legislative Budget Assistant

MWK/pe  
Attachment

Cc: Karen Levchuk ✓



LRCP 16-005

MICHAEL W. KANE, MPA  
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CHRISTOPHER M. SHEA, MPA  
Deputy Legislative Budget Assistant  
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State of New Hampshire

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

STEPHEN C. SMITH, CPA  
Director, Audit Division  
(603) 271-2785

February 17, 2016

Richard J. Lavers, Deputy Commissioner  
Department of Employment Security  
45 South Fruit Street  
Concord, New Hampshire 03301-4857

Dear Deputy Commissioner Lavers,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on February 16, 2016, approved the request from New Hampshire Employment Security, to amend prior Committee approval, granted November 14, 2012, and allow NHES to enter into a listing agreement with NAI Norwood Group, 116 South River Road, Bedford, N.H., for a term of up to fifteen (15) months, to sell: • 436 Maple Street, Manchester, NH, an unimproved parcel of 0.16 +/- acres currently utilized as a parking lot, for a price at or above \$95,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines and that the right of first refusal be treated in the customary manner; and • 300 Hanover Street, Manchester, NH, containing four (4) parcels of land totaling 1.18 +/- acres improved with one building comprising approximately 20,360 square feet, and including a mix of offices, conference rooms, and utility spaces and parking, for a price at or above \$1,425,000, assess an Administrative Fee of \$1,100, and allow negotiations within the Committee's current policy guidelines and that the right of first refusal be treated in the customary manner, as specified in the request dated January 29, 2016.

This request (LRCP 12-042) was originally approved by the Long Range Capital Planning and Utilization Committee September 18, 2012, and subsequently amended (LRCP 12-059) on November 14, 2012.

Sincerely,

Michael W. Kane  
Legislative Budget Assistant

JAP/pe  
Attachment

Cc: Karen Levchuk

TDD Access: Relay NH 1-800-735-2964



LRCP 12-059

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

MICHAEL W. KANE, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

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

RICHARD J. MAHONEY, CPA  
Director, Audit Division  
(603) 271-2785

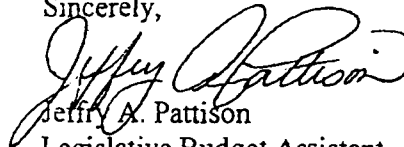
November 28, 2012

George N. Copadis, Commissioner  
Department of Employment Security  
32 South Main Street  
Concord, New Hampshire 03301-4857

Dear Commissioner Copadis,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on November 27, 2012, approved the request from the Department of Employment Security, to amend LRCP 12-042, approved by the Long Range Capital Planning and Utilization Committee on September 18, 2012, to allow New Hampshire Employment Security to sell without the services of a real estate broker, for the current market value, the following properties located at: 32-24 South Main St, Concord; 10 West St, Concord; 298 Hanover St, Manchester; and 300 Hanover St, Manchester, assess an Administrative Fee of \$1,100 per property, and allow negotiations within the Committee's current policy guidelines, as specified in the request dated November 14, 2012.

Sincerely,

  
Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment



GEORGE N. COPADIS, COMMISSIONER

October 9, 2012

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

#30A  
10/17/12

Requested Action

Pursuant to RSA 4:40, the New Hampshire Department of Employment Security (NHES) requests approval and consent of the Governor and Council to sell the NHES properties located at:

1. 32-34 South Main Street, Concord, NH for current market value, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines. According to an appraisal of the property dated July 21, 2011 the property appraised for \$1,750,000.
2. 10 West Street, Concord, NH for current market value, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines. According to an appraisal of the property dated July 21, 2011 the property appraised for \$1,700,000.
3. 298 Hanover Street, Manchester, NH for current market value, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines. According to an appraisal of the property dated May 27, 2011 the property appraised for \$700,000.
4. 300 Hanover Street, Manchester, NH for current market value, assess an administrative fee of \$1,100, and allow negotiations within the Committee's current policy guidelines. According to an appraisal of the property dated May 27, 2011 the property appraised for \$1,500,000.

NHES employees currently housed in these buildings will be relocated to the renovated Tobey Building located in the Hugh Gallen State Office Park at 45 Fruit Street, Concord, NH. The Manchester Local Office, currently located at 300 Hanover Street, will be relocated to another facility in Manchester which has yet to be identified.

Explanation

NHES received the recommendation of the Council on Resources and Economic Development and then the approval from the Long Range Capital Planning and Utilization Committee on September 18, 2012 to sell the properties listed above (approval letters attached) as part of our Capital Budget project.

Respectfully submitted,

Handwritten signature of George N. Copadis in black ink.

George N. Copadis  
Commissioner

Attachments  
GNC/jdr



LRCP 12-042

JEFFRY A. PATTISON  
Legislative Budget Assistant  
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MICHAEL W. KANE, MPA  
Deputy Legislative Budget Assistant  
(603) 271-3161

State of New Hampshire  
OFFICE OF LEGISLATIVE BUDGET ASSISTANT  
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Director, Audit Division  
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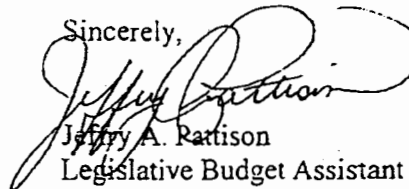
September 19, 2012

George N. Copadis, Interim Commissioner  
Department of Employment Security  
32 South Main Street  
Concord, New Hampshire 03301-4857

Dear Interim Commissioner Copadis,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:40, on September 18, 2012, amended and approved the request from the Department of Employment Security, to sell the NHES properties located at: 32-24 South Main Street and 10 West Street, Concord, and 298 Hanover Street and 300 Hanover Street, Manchester, for the current market value, allowing negotiations within the Committee's current policy guidelines, and assess an \$1,100 Administrative Fee per property, subject to the conditions as specified in the request dated September 18, 2012, and that the right of first refusal be treated in the customary manner.

Sincerely,

  
Jeffrey A. Pattison  
Legislative Budget Assistant

JAP/pe  
Attachment

# New Hampshire Council on Resources and Development

NH Office of Energy and Planning  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301  
Phone: 603-271-2155  
Fax: 603-271-2615



TDD Access: Relay NH  
1-800-735-2964

## MEMORANDUM

**TO:** Tara G. Reardon, Commissioner  
Department of Employment Security

**FROM:** Susan Slack, Assistant Planner  
Office of Energy and Planning

**DATE:** January 9, 2012

**SUBJECT:** Surplus Land Review, Manchester, SLR 11-008

Effective January 5, 2012, the Council on Resources and Development (CORD) took action on the following issue brought by the Department of Employment Security:

**Request to sell/lease the property located at 300 Hanover Street in Manchester, including one building of approximately 20,360 square feet and land totaling 1.18± acres.**

CORD members voted to RECOMMEND APPROVAL of SLR 11-008 as submitted.

cc: John Carpenter, Department of Employment Security  
Joanne O. Morin, Director, Office of Energy and Planning  
Representative John Graham, Chair, Long Range Capital Planning and Utilization  
Committee

# New Hampshire Council on Resources and Development

Office of Energy and Planning  
4 Chenell Drive, Concord, NH 03301  
Voice: 603-271-2155 | Fax: 603-271-2615



TDD Access: Relay NH  
1-800-735-2964

## MEMORANDUM

**TO:** Tara Reardon, Commissioner  
NH Department of Employment Security

**FROM:** Tracey Boisvert<sup>TLB</sup>  
NH Office of Energy and Planning

**DATE:** November 18, 2011

**SUBJECT:** Surplus Land Review, Manchester, SLR 11-007

Effective November 10, 2011, the Council on Resources and Development (CORD) took action on the following issue brought by the NH Department of Employment Security:

**Request to sell property located at 298 Hanover Street, Manchester, consisting of two parcels of land totaling 0.31 +/- acres and one 9,559 square foot building.**

CORD members voted to recommend approval of SLR 11-007.

cc: John Carpenter, NH Department of Employment Security  
Joanne O. Morin, Director, NH Office of Energy and Planning  
Representative John Graham, Chair, Long Range Capital Planning and Utilization Comm.



## **Section II**

## PURCHASE AND SALE AGREEMENT

This Agreement is dated this 1st day of July, 2016, between the State of New Hampshire Department of Employment Security, having an address of 45 South Fruit Street, Concord, New Hampshire 03301 (the "Seller") and 300 Hanover Street LLC, having an address of 920 Candia Road, Manchester, New Hampshire 03109 (the "Buyer").

Reference is made to the following facts:

A. Seller is the owner of an approximately 1.18 acre parcel of land with the buildings and improvements thereon located at 300 Hanover Street, Manchester, New Hampshire, originally conveyed to the Seller by Warranty Deed recorded in the Hillsborough County Registry of Deeds at Book 5972, Page 1084, together with all buildings and improvements thereon. Seller is also the owner of an approximately 0.16 acre unimproved parcel of land located at 436 Maple Street, Manchester, New Hampshire, originally conveyed to the Seller by Warranty Deed recorded in the Hillsborough County Registry of Deeds at Book 6381, Page 1777, and currently configured as a parking lot. (Collectively referred to herein as "the Real Estate").

B. The Real Estate is being sold as state-owned surplus real estate under RSA 4:40. RSA 4:40 requires the following: (i) a determination by the Commissioner of the Department of Employment Security that the Real Estate is surplus and should be sold; (ii) a review of the proposed sale by the interagency Council on Resources and Development ("CORD"); (iii) approval of the proposed sale by the joint legislative Long Range Capital Planning and Utilization Committee ("LRCPUC"); (iv) an offer to sell the Real Estate at not less than its current market value to the city, town or county in which the Real Estate is located; and (v) final approval of the sale of the Real Estate by the Governor and Executive Council of the State of New Hampshire ("G & C"). With respect to the sale of the Real Estate to the Buyer, the Commissioner of the New Hampshire Department of Employment Security has determined that the Real Estate is surplus and should be sold, CORD has reviewed the proposed sale of the Real Estate and recommended it for approval, and LRCPUC has reviewed and approved the sale of the Real Estate on February 17, 2016 and again on June 14, 2016, for the actual sales price of \$1,250,000.00 plus an administrative fee of \$1,100.00. This Agreement memorializes the pending offer from Buyer, which offer the Department of Employment Security believes to represent the best value to the State of New Hampshire Department of Employment Security among all offers received. This Agreement remains subject to the City of Manchester's refusal or failure to timely accept Seller's offer to sell the Real Estate to the City at the Purchase and Sales Agreement price, and final approval by Governor and Council.

C. Seller desires to sell, and Buyer desires to buy, the Real Estate pursuant to the terms and conditions set forth herein and in accordance with the applicable provisions of RSA 4:40 with respect to the disposal of surplus real property by the State of New Hampshire.

NOW, THEREFORE, for good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller shall sell and Buyer shall purchase, subject to the terms and conditions herein, the Real Estate, including all buildings and improvements thereon and together with all rights of way, beneficial easements, privileges, permits, approvals and other appurtenances and rights pertaining to the Real Estate (collectively, the "Property").

2. Purchase Price. The purchase price (the "Purchase Price") for the Real Estate shall be ONE MILLION TWO HUNDRED FIFTY THOUSAND Dollars and no/cents (\$1,250,000.00), plus an additional One Thousand One Hundred Dollars (\$1,100.00) as an administrative fee pursuant to RSA 4:40, III-a. The Purchase Price shall be payable as follows:

(a) THIRTY SEVEN THOUSAND FIVE HUNDRED Dollars (\$37,500.00) will be paid to the Seller as a deposit within fourteen (14) business days after execution of this Agreement by the Seller (the "Deposit"). The Deposit shall be held in escrow by the Seller in accordance with the terms of this Agreement. The Deposit shall be duly accounted for at the Closing and shall be applied to the Purchase Price. Following the satisfactory completion of the Due Diligence Period, the Deposit shall be non-refundable provided that the transaction complies with RSA 4:40 (described herein) and that the Seller meets its obligations in accordance with the terms of this Agreement, specifically including consummation of a lease agreement as contemplated at Paragraph 13(h) herein. If Seller does not comply with all applicable provisions of RSA 4:40, or if the sale does not occur for any reason other than a default by the Buyer hereunder, then the deposit shall be forthwith returned to the Buyer.

(b) The balance of the Purchase Price shall be paid to the Seller on the date of the closing of this sale (the "Closing") by certified check, bank check or Federal wire transfer, subject to adjustments and prorations in accordance with this Agreement.

3. Time of Closing. The Closing shall occur on a date that is within thirty (30) days after final approval of the sale by the Governor and Executive Council of the State of New Hampshire, or, if the period for some contingency or condition precedent of this Agreement has not yet passed or been waived, at some other mutually acceptable time and location (the "Closing Date"), TIME BEING OF THE ESSENCE. The Closing shall occur at the offices of the Seller, unless otherwise agreed to by Seller and Buyer.

4. Warranties and Representations. To induce the Buyer to enter into this Agreement and to purchase the Property, the Seller hereby warrants and represents to Buyer as follows:

(a) Seller has no knowledge of any adverse rights to the Property, there are no leases, subleases, licenses, known prescriptive rights, tenancies or other agreements which grant any possessory or other interest in the Property other than as explicitly contemplated herein, there are no known contracts affecting the Property which

will survive the Closing and Seller has no knowledge of any default with respect to any permit, approval, ordinance, law or obligation pertaining to the Property.

(b) Seller has the power and authority to enter into and perform its obligations under this Agreement except as provided herein.

(d) The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary action on the part of Seller except as provided herein. The individual executing this Agreement on behalf of Seller has the authority to bind Seller to the terms of this Agreement subject to the authorization of the Governor and Executive Council of the State of New Hampshire.

(e) There are no known actions (legal or administrative), suits or other proceedings with respect to the Property pending with respect to which legal process has been served on Seller or threatened against Seller.

5. Title and Deed. At the Closing, title to the Property shall be conveyed by Seller to Buyer, or its assignee or nominee, by Warranty Deed, as-is, where-is, subject to any (i) easements, liens, restrictions, or encumbrances of record; (ii) provisions of building and zoning laws in effect on the Closing; and (iii) real property taxes for the then current tax year which are not yet due and payable on the Closing Date.

Buyer shall have 30 days from the execution of this Agreement by Buyer and Seller to conduct an examination of title at Buyer's sole cost. If, due to no fault of the Buyer, the title examination is unlikely to be completed within said 30 days, then the Buyer may request, and the Seller will grant, an additional 14 days to complete the examination. If upon examination of the title it is found that the title is not marketable and not insurable, after identifying to Seller in writing any apparent title defects and providing Seller with a reasonable opportunity to correct or cure them, this Agreement may be rescinded at the option of the Buyer and all deposits shall be refunded to Buyer, provided that written notice is delivered to the Seller within said time frame, TIME BEING OF THE ESSENCE. If no notice is given within said time frame, then any objections to title are waived except as further described herein.

Buyer reserves the right to verify prior to Closing that there has been no material adverse change in the condition of title to the Property from that date until the Closing Date. A "material adverse change" shall be defined as one rendering title to the property not marketable and not insurable (without exception for said adverse material change). If Buyer notifies Seller in writing of any material adverse change in the condition of title, then Seller shall, for a reasonable period of time, use diligent efforts to correct or cure the same and the Closing Date shall be extended during such time. If, after the exercise of diligent efforts, Seller is unable to remove and remedy same, then, at Buyer's option, the Deposit and all interest earned thereon shall be forthwith returned to Buyer, this Agreement shall become null and void, and the parties hereto shall have no further rights and obligations hereunder.

At the Closing, Seller shall deliver title and possession of the Property to Buyer in broom clean condition, free of all personal property and furnishings other than as expressly agreed by the parties.

6. Surplus Property Process. The parties acknowledge, understand and agree that the sale of the Property is subject to RSA 4:40 as described in introductory paragraph B, hereto. Seller agrees to promptly take all steps necessary in order to comply with the requirements of RSA 4:40. Buyer agrees to reasonably cooperate with Seller's efforts. Seller will also make reasonable efforts, as necessary, to proceed with obtaining appropriate authorization(s) for the lease back of office space as proposed in the Buyer's Offer, to be further negotiated between Buyer and Seller. In connection with the lease back of office space, NHES may require the incorporation of specific lease terms, including any and all terms set forth in the Standard State Lease, Form P-44, attached as Exhibit 1.

7. Condemnation/Casualty. If any proceeding shall be commenced for the taking of all or any material part of the Property for public or quasi-public use pursuant to the power of eminent domain, condemnation or otherwise, before Closing, then Buyer shall have the option (i) to terminate this Agreement by giving written notice thereof to Seller, or (ii) to proceed to Closing and to receive a credit against the Purchase Price at Closing in the amount of any award or compensation received or awarded to Seller applicable to the Property prior to Closing, and Seller shall assign to Buyer any and all such awards and other compensation not yet received prior to Closing.

Until its conveyance of clear title, Seller shall maintain in force all insurance for the Property at replacement value, or as otherwise agreed by the parties. Risk of loss with respect to the Property shall remain with Seller until its conveyance of clear title, and in the event of any casualty prior to the conveyance, Buyer shall have the option to cancel its acquisition of the Property with the return of its deposit in full, or if not canceled, accept delivery of the Property together with a valid assignment of all insurance proceeds.

8. Taxes and Assessments. Real estate taxes, special assessments, betterment assessments, water rates and sewer charges and rents, if any, shall be prorated and adjusted as of the date of Closing. Taxes due and payable for all prior years, if any, shall be paid, by Seller, on or before the Closing. If the Closing shall occur before the tax rate is fixed for the then-current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, with the proration to be adjusted between the parties based on actual taxes (including any state ad valorem taxes) for the year in which Closing occurs at the time after the Closing such actual taxes are determined.

9. Transfer Tax. It is understood that the Seller's portion of the transfer tax related to the sale of the Property is exempt from taxation. The Buyer agrees to pay its portion of the transfer tax. Both parties agree to execute any tax returns, inventories, conveyance forms or questionnaires required to be filed in connection with any such taxes.

10. Default by Buyer. If Buyer shall default in the performance of any of its obligations under this Agreement, Seller shall as its sole remedy, at law or in equity, retain the Deposit and all interest earned thereon as liquidated damages, in which event this

Agreement shall become null and void and the parties shall have no further rights or obligations hereunder.

11. Default by Seller. If Seller shall default in the performance of any of its obligations hereunder, Buyer shall have the right to terminate this Agreement without further liability hereunder, in which event the Deposit and all interest earned thereon shall be forthwith returned to Buyer, and this Agreement shall become null and void and the parties hereto shall have no further rights or obligations hereunder except those expressly stated to survive. In addition, if and only if all of the conditions set forth in Paragraph 14, subparagraphs (b), (c), and (d) of this Agreement have been satisfied, the Buyer may seek such remedy as permitted by RSA 491:8 as an additional, alternative remedy to termination if the Seller shall default and the Buyer remains willing to pay the full Purchase Price.

12. Brokerage. Buyer has not been represented by a real estate broker in this transaction. Seller is represented by NAI Norwood of Bedford, New Hampshire and shall be responsible for any fees or commission due to Norwood pursuant to a separate agreement.

13. Conditions Precedent to Buyer's Obligation to Purchase the Property. The obligation of the Buyer to purchase the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) receipt of title to and possession of the Property simultaneously with the Closing in the condition required by this Agreement;

(b) all of Seller's warranties and representations set forth in Section 4 hereof being true as of the Closing;

(c) no eminent domain proceeding being pending against the Property or any portion thereof;

(d) there being no material adverse change in the condition of the Property from its condition as of the date of this Agreement other than resulting from usual wear and tear;

(e) there being no material adverse change in the condition of title to the Property that the Seller is unable to correct or cure in accordance with Section 5 hereof;

(f) compliance by the Seller with the requirements of RSA 4:40 with respect to the sale of the Property; and

(g) receipt of such other documents as Buyer's title insurance company may reasonably require in order to issue a title insurance policy insuring the Property in the condition required by the provisions of this Agreement.

(h) Seller having entered into a lease agreement with Buyer for Seller's Manchester Local Office. Seller shall notify Buyer in writing at least 30 days prior to the

closing if Seller is unable to secure approval for the lease agreement prior to the closing date for the subject property, in which case the closing date may be delayed by 60 days or such longer or shorter duration as mutually agreed to by the Seller and Buyer. If, after such extended period of delay, approval of the lease has still not been secured, then the Buyer may rescind this Agreement and all deposits shall be returned to the Buyer.

These conditions are for the benefit of the Buyer and any one or more of such conditions may be waived by the Buyer in its sole discretion. If any one of the above conditions is not met, Buyer may terminate this Agreement by giving written notice to Seller, and the Agreement shall terminate, the Deposit and all interest thereon shall be forthwith returned to the Buyer and neither party shall have any further rights or obligations hereunder.

14. Conditions Precedent to Seller's Obligation to Sell the Property. The obligation of the Seller to sell the Property under this Agreement is expressly conditional and contingent upon all of the following:

(a) Seller's receipt of the full Purchase Price from the Buyer for the Property at the Closing;

(b) the City of Manchester's refusal or failure to timely accept Seller's offer to sell the Real Estate to the City at the sale price contained herein, to be made pursuant to RSA 4:40, which offer shall be made promptly following Buyer's execution of the Purchase and Sales Agreement and delivery to Seller;

(c) Seller having entered into a lease agreement with Buyer to lease back space for Seller's Manchester Local Office. The Seller shall notify the Buyer in writing at least 30 days prior to the closing if Seller is unable to secure approval for a lease agreement, in which case the closing date may be delayed by 60 days or such longer or shorter duration as mutually agreed to by the Seller and Buyer;

(d) final approval of this transaction by G & C, pursuant to RSA 4:40.

If any one of the above conditions is not met, Seller may terminate this Agreement by giving written notice to Buyer, and the Agreement shall terminate, the Deposit and all interest thereon shall be forthwith returned to the Buyer and neither party shall have any further claims upon the other.

15. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be (i) mailed by certified or registered mail, postage prepaid, or (ii) sent overnight mail by a recognized national delivery service, or (iii) faxed (with confirming hard copy mailed by first class mail), or (iv) scanned and emailed (with confirming hard copy mailed by first class mail) addressed as follows or to such other addresses as the parties may designate in writing from time to time:

If to Seller: New Hampshire Department of Employment Security  
45 South Fruit Street  
Concord, New Hampshire 03301  
Attn: Richard J. Lavers, Deputy Commissioner

If to Buyer: George R. Attar  
920 Candia Road  
Manchester, New Hampshire 03109

With Copies to: Jay Printzlau, Esquire  
920 Candia Road  
Manchester, New Hampshire 03109

16. Closing Costs. Notwithstanding anything to the contrary contained herein, Closing costs shall be allocated and paid as follows:

By Buyer:

- (a) title examination and title insurance premium
- (b) one-half of the State real estate transfer tax
- (c) cost of recording the deed and other recording fees

By Seller:

- (a) cost of preparing the deed and other conveyancing documents

17. Documents to be Delivered at Closing. At the Closing, the Seller shall execute, acknowledge and deliver, or cause to be delivered, all documents required to effectuate the transaction contemplated by this Agreement including, without limitation, the following:

(a) Warranty Deed of the Property in proper form reasonably acceptable to Buyer's counsel duly executed, conveying title to the Property in fee simple absolute to Buyer.

(b) Evidence satisfactory to Buyer that the conveyance is properly authorized and that the Seller is authorized to consummate the Closing.

(c) Evidence satisfactory to Buyer, current as of the Closing, that all real estate taxes, water, sewer use charges, and any other municipal charges and municipal taxes affecting the Property, which are due and payable by Seller at or before the Closing Date, have been paid.

(d) Completed and executed conveyance tax forms.

(e) A full release of any mortgage or liens on the Property granted, or allowed to attach through inaction, by Seller.



18. Time of Essence. Time is expressly declared to be of the essence of this Agreement.

19. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

20. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both Seller and Buyer. The effectiveness of any such amendment to this Agreement may, in the sole judgment of the Seller, be subject to approval by LRCPUC and/or G&C.

21. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. Buyer shall provide Seller with written notice of any assignment or transfer to a successor.

22. Entire Agreement. This Agreement contains the entire agreement between Seller and Buyer, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale and other undertakings contemplated by this Agreement.

23. Governing Law. This Agreement is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the State of New Hampshire.

24. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

25. Contingencies.

25.1 Buyer's Due Diligence. Upon the execution of this Agreement by the Buyer and Seller, the Buyer shall then have forty-five (45) days to enter the property for the following inspections: Environmental; Physical Inspection; Lead Paint; and Radon. The Seller shall provide Buyer reasonable access to the property during the due diligence period to carry out and conduct the inspections specifically mentioned herein. Such inspections may be conducted during Seller's normal business hours with cooperation by both parties to ensure that there is no unreasonable disruption to Seller's normal business operations. Buyer shall not be allowed to conduct any investigations of a type and or nature deemed destructive and/or damaging to the property or dangerous to Seller's agents and/or employees, said determination to be at the sole discretion of Seller. The Buyer shall perform these investigations at its own risk and at its own expense. The Buyer accepts full responsibility for the use of the property during the inspections and due diligence. If the results of the inspections and due diligence are not satisfactory to Buyer, in Buyer's sole discretion, Buyer shall have the right to terminate, upon written notice to Seller, this Agreement at such time and receive a full return of the Deposit and there shall be no further liability to any party hereto. If Buyer does not provide written notice of objection to Seller prior to the expiration of said forty-five (45) days than any objections based upon environmental, physical condition, lead paint and/or radon are waived by Buyer.

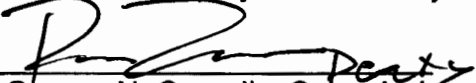
25.2 Financing. Buyer's performance of this Agreement is contingent upon the receipt of a mortgage financing commitment, approval of which is contingent only upon execution of a lease with Seller and satisfactory results of inspections.

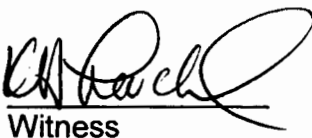
25.3 Permitting. This Agreement is not conditioned upon Buyer's receipt of any land use approvals from the City of Manchester.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

SELLER:

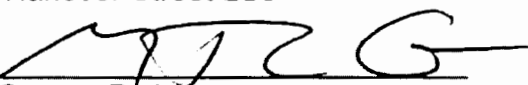
State of New Hampshire  
Department of Employment Security

By:   
George N. Gopadis, Commissioner  
*Richard Laves*

  
Witness

BUYER:

300 Hanover Street LLC


By:   
George R. Attar  
Its: President

  
Witness

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

In Manchester, on the first day of July, 2016,  
before me, personally appeared **George R. Attar**, known to me or proved to be the  
person named in and who executed the foregoing instrument, and being first duly  
sworn, such person acknowledged that he executed said instrument for the purposes  
therein contained as his free and voluntary act and deed.



  
Justice of the Peace/Notary Public

JAY E. PRINTZLAU  
Notary Public - New Hampshire  
My Commission Expires December 19, 2017

STATE OF NEW HAMPSHIRE  
COUNTY OF MERRIMACK

In CONCORD, on the FIRST day of JULY, 2016,  
before me, personally appeared George N. Copadis, Commissioner of the New  
Hampshire Department of Employment Security, known to me or proved to be the  
person named in and who executed the foregoing instrument, and being first duly  
sworn, such person acknowledged that he executed said instrument for the purposes  
therein contained as his free and voluntary act and deed.

RICHARD LAVERS  
DEPUTY

Shelby A. Dawson  
Justice of the Peace/Notary Public

SHELBY A. DAWSON, Notary Public  
State of New Hampshire  
My Commission Expires October 2, 2018

### **Section III**

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

1. Parties to the Lease:

This indenture of Lease is made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by the following parties:

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

Name: 300 Hanover Street, LLC

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 920 Candia Road

Street Address (principal place of business)

Manchester NH 03109 (603) 623-0007  
City State Zip Telephone number

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

Department Name: New Hampshire Employment Security

Address: 45 South Fruit Street

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

Concord NH 03301 (603) 228-4004  
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: 300 Hanover Street

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

Manchester NH 03104  
City State Zip

The demise of the premises consists of: 8,615 square feet

(provide square footage of the leased space)

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

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

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

Commencing on the 16th day of November in the year 2016, and ending on the 30th day of December, in the year 2021, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: GA  
Date: 10/14/16

**3.2 Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Five (5) year(s) commencing on the 1st day of January in the year 2017, unless sooner terminated in accordance with the Provisions hereof.

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

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

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

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

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

**See Exhibit D for text replacing the standard provisions of 4.1 Rent**

**4. Rent:**

~~4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: December 1st, 2016. The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".~~

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

Landlord Initials: GA  
Date: 10/14/16

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

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

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

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

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

**OR:**

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

Exceptions: Tenant shall be solely responsible for provision of telecommunications, data, internet and cable TV services, making direct payments to the provider of services.

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

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

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**See Exhibit D for text replacing the standard provisions of 6.3**

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

**7. Use of Premises:**

The Tenant shall use the premises for the purpose of:

Operation of the NH Employment Security Local Office

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

**8. Maintenance and Repair by the Landlord:**

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

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

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

**See Exhibit D for text replacing the standard provisions of 18.4**

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

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

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

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

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

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

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

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

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

**See Exhibit D for text replacing the standard provisions of 8.9**

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

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

**8.10 Interior finishes and surfaces:**

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

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

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

**OR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**See Exhibit D for text replacing the standard provisions of 10.2**

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

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

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

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

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

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

**See Exhibit D for text replacing the standard provisions of 14 "Assignment and Sublease"**

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

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

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

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

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

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

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

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

**See Exhibit D for text replacing the standard provisions of 17.1.A**

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

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

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

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

**See Exhibit D for text replacing the standard provisions of 18.1 (B)**

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

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

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

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

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

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

20. **Hazardous Substances:**

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

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

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

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

20.5 **Asbestos:**

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

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

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

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**21. Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

**22. Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein or at such other place as either party may designate in writing.

**23. Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

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

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Jay Printzlau, Esquire

Title: General Counsel

Address: 920 Candia Road, Manchester NH 03109

Phone: (603) 623-0007

Email Address: jprintzlau@surgeHRS.com

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

TENANT'S CONTACT PERSON:

Name: Jesse Propri

Title: Plant Maintenance Engineer

Address: 45 South Fruit Street, Concord, NH 03301 Phone: (603) 228-4027

Email Address: Jesse.B.Propri@nhes.nh.gov

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

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

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

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

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

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

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regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**26. Personnel:**

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

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

**28. Miscellaneous:**

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

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

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

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

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

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

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

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

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

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

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

**TENANT:** The State of New Hampshire, acting through its' Department of \_\_\_\_\_  
Employment Security

Authorized by: (full name and title)

\_\_\_\_\_  
Signature  
Print: George N. Copadis Commissioner  
Name & Title

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

OF: New Hampshire COUNTY OF: Merrimack

UPON THIS DATE (insert full date) 10/25/16, appeared before

me (print full name of notary) Heather Johnson the undersigned officer personally

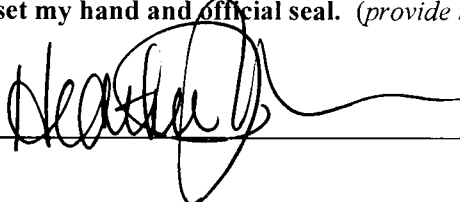
appeared (insert <sup>Tenant</sup> Landlord's signature) George N. Copadis

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

NH Employment Security 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)

\_\_\_\_\_  


HEATHER M. JOHNSON, Notary Public  
State of New Hampshire  
My Commission Expires November 12, 2019

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Date: 10/14/16

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

**LANDLORD:** (full name of corporation, LLC or individual) \_\_\_\_\_

300 Hanover Street, LLC

Authorized by: (full name and title) \_\_\_\_\_

George R Attar  
Signature

Print: George R Attar Member  
Name & Title

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

OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) October 14, 2016, appeared before

me (print full name of notary) Jay E Printzlau the undersigned officer personally

appeared (insert Landlord's signature) George R Attar

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

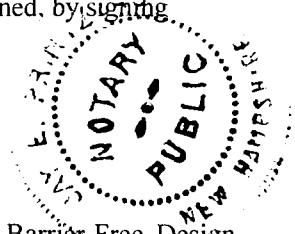
300 Hanover Street, LLC and that as such

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)

JAY E. PRINTZLAU  
Notary Public - New Hampshire  
My Commission Expires December 19, 2017

Jay E Printzlau



**APPROVALS:**

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

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

Approval date: 10/27/16

Approving Attorney: [Signature]

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

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

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

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Date: 10/14/16

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

**EXHIBIT A  
SCHEDULE OF PAYMENTS**

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

Rent for the Premises shall be due and payable in accordance with the rental schedule below. The approximate cost per "Square Foot" (SF) documented below is based on the 8,615 square foot demise of the Premises in accordance with Section 2 herein

**5-YEAR RENTAL SCHEDULE**

Year	EFFECTIVE DATES	SQ. FT.	MONTHLY COST	ANNUAL COST	Approx. SF COST	Approx. % INCREASE
1	January 1, 2017 – December 30, 2017	8,615	\$14,359.00	\$172,308.00	\$20.00	0%
2	January 1, 2018 – December 30, 2018	8,615	\$14,359.00	\$172,308.00	\$20.00	0%
3	January 1, 2019 – December 30, 2019	8,615	\$14,359.00	\$172,308.00	\$20.00	0%
4	January 1, 2020 – December 30, 2020	8,615	\$14,359.00	\$172,308.00	\$20.00	0%
5	January 1, 2021 – December 30, 2021	8,615	\$14,359.00	\$172,308.00	\$20.00	0%
<b>5 YEAR TOTAL:</b>				<b>\$861,540.00</b>		

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

N/A: no additional payments due or payable.

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## EXHIBIT B

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

1. The Tenant shall be solely responsible for provision of janitorial and recycling services in the Premises, such services shall meet or exceed the following:
  - a. Nightly Services to be provided Monday, Wednesday and Friday of each week:
    - i. Vacuum all carpeted areas
    - ii. Empty all refuse containers and lawfully dispose of contents
    - iii. Empty all recycling containers and transport contents to recycling center
    - iv. Clean and sanitize bathrooms
    - v. Clean lounge area surfaces
    - vi. Light dusting
  - b. Semi-Annual (twice per year) schedule: clean all carpets with carpet cleaning machine.
2. The Tenant shall have the right to provide and maintain a dumpster on the site of the building to which the Premises are a part.
  - a. Tenant shall place this dumpster in the location designated by the Landlord.

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## EXHIBIT C

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

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

1. As set forth in the agreement herein all work provided to the Premises (whether provided by Landlord or Tenant) during the renovations described in Part III herein shall conform to all applicable codes including but not limited to those pertaining to architecturally barrier-free accessibility (commonly known as ADA requirements). Such renovations shall also include any improvements specifically requested by the State of New Hampshire's Architectural Barrier-Free Design (AB) Committee in their "letter of opinion" which shall be attached herein.
2. The Tenant shall – at their sole expense – provide certain limited alterations/changes in addition to those described in Part III herein for the purpose of improving barrier-free access to the Premises. These improvements shall be completed/provided no later than the date set forward in Section "3.2 Occupancy Term". The alterations/changes shall be as follows:
  - a. Provision of Assistive Listening Devices:
    - i. The Tenant shall provide "assistive listing devices" in all conference rooms where audio-visual presentations are given.
  - b. Provision of ADA conforming Assistive Listening Device advisory signs: Tenant shall provide and install signs with the assistive listening symbol (ear) at conference rooms where such devices are available and at the front reception station. Sign at front reception station shall also advise that assistive listening devices are available upon request.
  - c. Provision of "box" constructed of drywall in certain interior corridor: The Tenant shall provide and install a "box" constructed to align with the front and side surfaces of existing mechanical equipment located in a certain interior corridor. The "box" shall extend from the floor to about 6" from the lower edge of the mechanical equipment. Box shall be firmly affixed to the corridor wall.

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See Exhibit D for text replacing the standard provisions of Part II

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

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

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

1. No later than the date set forth in "3.2 Occupancy Term" herein, the Landlord shall substantially complete provision of all required construction/improvements to the Premises in accordance with the agreed Tenant design-build documents, which are listed below and have been - under separate cover - signed and made a part of the agreement herein.
  - a. Tenant Design-Build Improvement Specifications for the Premises
  - b. Tenant Demise Plan, DWG-1
  - c. Tenant Design-Build Plan, DWG-2
  - d. Tenant Finish Plan, DWG -3
2. 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 in the documents listed above, including provision of an interior layout conforming to that which is shown in the Tenant's plans. Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.

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

The Tenant or the Tenant's janitorial provider shall bag and remove items for recycling, conveying and depositing them in a community recycling center, collected in the following manner:

1. Approximately once (one time) per week the Tenant's janitorial service provider ("Provider") or staff members shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
2. The Provider shall ascertain the weight of such bags documenting the approximate average weight of full or partially full bags per commodity.
3. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
4. At the end of each month the Provider shall tally the number of bags (detailed by full or partially full) collected per commodity and multiply that sum by the average weight of such bags.
5. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

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**EXHIBIT D  
SPECIAL PROVISIONS**

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

**SPECIAL PROVISIONS:**

- 1) Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.
  
- 2) 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 debarred, 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.

**MODIFICATION OF STANDARD PROVISIONS:**

*Note- text which differs from the original provision shown in italics*

**A. The Standard provisions of section 4.1 have been deleted, replaced by the following:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, *or at such new address as the Landlord may provide in accordance with the terms of this Agreement*, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: \_\_\_\_\_  
January 1st, 2017. The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

**B. The Standard provisions of section 6.3 have been deleted, replaced by the following:**

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

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**C. The Standard provisions of section 8.4 have been deleted, replaced by the following:**

**Window Cleaning:** *The Tenant shall be responsible for routine cleaning of both the exterior and interior surfaces of windows in the Premises.*

**D. The Standard provisions of section 8.9 have been deleted, replaced by the following:**

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

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

**E. The Standard provisions of section 10.2 "Schedule for Completion" have been deleted, replaced by the following:**

All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" listed in Exhibit C Part III of the agreement herein. These documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

*Notwithstanding the foregoing, should the Tenant not meet their obligations in meeting construction schedule deadlines regarding self-performance of work and/or materials specified and agreed in the "Tenant Design-Build Documents" the Landlord shall not be held responsible for failure to achieve the completion date set forth in section 3.2. In such instance the parties shall continue making best efforts for completion, and the Tenant shall commence making rental payments in accordance with the rental schedule set forth in Exhibit A herein.*

**F. The standard provisions of Section 14 "Assignment and Sublease" are deleted, replaced by the following:**

**Section 14 "Assignment and Sublease":** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a *government entity or non-government entity provision services consistent with the provisions of section 7 herein* under the auspices of the Tenant without Landlord's prior consent.

**G. The standard provisions of Section 17.1.A "Landlord's Repair" are deleted, replaced by the following:**

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

- A)** No later than five (5) days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; *which time period may be extended upon written consent of the Tenant, such consent shall not be unreasonably withheld; and,*

**H. The standard provisions of Section 18.1.B "Landlord's Repair" are deleted, replaced by the following:**

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

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

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

**B) Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then:

The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

**I. The standard provisions of Exhibit C Part II are deleted, replaced by the following:**

*The Premises shall comply with requirements set forth under State of New Hampshire RSA 10:B "Clean Indoor Air in State Buildings" ("clean air") as defined by testing criteria set forth in State of New Hampshire Department of Environmental Services expired rules "Env-A 2200.*

*No later than thirty (30) days after completion of renovations to the Premises the Landlord shall schedule and provide environmental air quality testing for the Premises, such testing shall be in accordance with the criteria provided in "Env-A 2200. The Landlord shall provide the Tenant with a copy of the testing results, and confer with the professionals who provided such testing for interpretation of such results and whether results indicate problems or issues in need of remedy. Landlord shall undertake and complete remedy of problems or issues if so indicated, and provide air quality testing upon completion of remedy in order to prove to the Tenant that the issue has been resolved.*

Landlord Initials: GA  
Date: 10/14/16

## **Section IV**

**State of New Hampshire**  
**EMPLOYMENT SECURITY**  
**TENANT Improvement Specifications**  
**For:**  
**300 Hanover Street, Manchester NH**

1. **INTRODUCTION:** NH Employment Security, (the Tenant) requires certain renovations and alterations be provided to the Premises Owned/Operated by 300 Hanover Street LLC, (the Landlord), 920 Candia Road, Manchester NH prior to occupancy and use by the Tenant. Upon completion of the renovations described herein the Landlord shall provide the Premises in turn-key condition for Tenant's use, all renovations and alterations shall be completed in accordance with Tenant design-build floor plans (attached) and specifications herein. The "Landlord" shall be responsible for provision of any required stamped architectural and/or construction drawings, schedules, specifications, permits, labor, demolition, site work, materials and performance of this work, providing the finished space to the Tenant in "turnkey" condition.
  - 1.1. **Design Intent - Tenant Floor Plan(s):** Landlord shall provide improvements and fit-up in accordance with the specifications herein and as shown in the Tenant's attached design-build drawings titled:
    - 1.1.1. **Tenant Demise Plan, 300 Hanover Street, Manchester NH, DWG #1 v3**
    - 1.1.2. **Tenant Design-Build Plan, 300 Hanover Street, Manchester NH, DWG #2**
    - 1.1.3. **Tenant Finish Plan, 300 Hanover Street, Manchester NH, DWG #3 v3**
  - 1.2. **Completion of Build-Out Renovations:** Renovation substantial completion date for the Premises shall be as documented in Section "3.2 Occupancy Date" in the finalized Lease Agreement between the Landlord and Tenant. The substantial completion date reflects provision of approximately 60 calendar days (two months) for completion of fit-up after the date the Lease is authorized by the State of New Hampshire Governor and Executive Council, the date such approval is anticipated is noted in Section "3.1 Effective Date" of the Lease.
2. **GENERAL PROVISIONS:**
  - 2.1. **Existing Dimensions and Layout:** It is imperative that Landlord confirm all dimensions depicting "existing" elements on the Tenant Floor Plans prior to proceeding with work. If errors or variances are found advise Tenant immediately and collaborate to resolve any resulting difficulties.

## 2.2. Basic Definitions:

- 2.2.1. **"Landlord"** shall mean the proposed Landlord, the parties contractually authorized by the Landlord and/or their authorized designees.
- 2.2.2. **"Tenant"** shall mean State of New Hampshire Employment Security the parties contractually authorized by the Tenant and/or their authorized designees.
- 2.2.3. **"Build-out Documents"** for associated lease will consist of the documents listed in the Lease, all design-build documents or modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.
- 2.2.4. **"Modification"** shall be (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.
- 2.2.5. **"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.
- 2.2.6. **"Work"** shall mean all renovations, alterations, improvements, testing or certifications required for turn-key completion of the Premises, regardless of whether such work is the Landlord's or Tenant's responsibility.
- 2.2.7. **"Specifications"** are those portions of this document consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.
- 2.2.8. **"ADA"** is an acronym for the United States "Americans with Disabilities Act" as well as (in this context) a broad reference to all codes, regulations and ordinances whether Federal, State, or Municipal, which regulate and provide for architecturally barrier-free access and design.

## 3. Correlation and Intent of the Documents:

- 3.1. **Intent:** 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.
- 3.2. **Build-out 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.

## 4. Construction Documents:

- 4.1. The Documentation herein specifies the Tenant's Design Intent, they are not however construction documents. If required by municipal authorities having jurisdiction, it shall be the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any construction drawings and/or specifications required by such authorities to secure all required reviews, approvals and permits. Any alternations to the build-out documents that such authorities, architects or engineers deem necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently incorporated into the Work as mutually agreed by the parties.
  - 4.1.1. Any construction drawings and plans shall be provided to the Tenant at a scale not less than 1'-0" = 1/8" and in \*.dwg AutoCAD format.
- 4.2. Submittal and construction drawing approval process: Landlord to provide electronic and/or hard copies of all construction documents, schedules, SDS sheets, tear sheet and plans as submittals to the Tenant prior to commencement of construction. All plans, specifications (including manufactures cut sheets) and finish schedules shall be

approved and initialed by both the Landlord and Tenant prior to construction and shall be deemed as part of the lease document.

**5. GENERAL CONDITIONS:**

- 5.1. **Prior to Commencement of Work:** Tenant to vacate all areas of the Premises scheduled for work - removing all furnishings in such areas – thereby providing free/clear access to the space for performance of work.
- 5.2. **Coordination of Schedules:** The specifications herein designate whether the “work” described is to be provided/completed by the Landlord or Tenant; in the instance of no party being specified the default shall be “Landlord to provide”. To facilitate this intended cooperative fit-up effort the Tenant shall coordinate all work with the Landlord and/or designee in advance of scheduling or undertaking such work.
- 5.3. **Specifications - minimum requirements:** The specifications herein represent the Tenant’s definition of minimum requirements, including manufacturers and models of construction materials, and hardware and specialties. Equivalent alternates may be considered by the Tenant, however, the Tenant has the right of acceptance and/or rejection, 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.
- 5.4. **Design and Plans:** The plans and specifications set forth herein shall be referenced by the Landlord in order to provide the Tenant with rental premises configured as shown; 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 plans, or specifications in advance, allowing such deviation only when such deviation complies with all program functions and all applicable building and safety codes. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the document. 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.
- 5.5. **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 (ICC/ANSI A117.1-1198 citations), the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard “2010 ADA Standards for Accessible Design” with related ADAAG citations. Design and installation criteria having to do with such conformance is referred to herein as being “ADA” (Americans with Disability Act) conforming. The costs of said permits and testing shall be borne solely by the Landlord.
  - 5.5.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.
  - 5.5.2. 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.

5.5.3. Landlord must provide the Tenant with all applicable certificates and inspections prior to occupancy, including but not limited to: Building Permit, Certificate of Occupancy, Proof of application to the State on NH Dept. of Environmental Services for "Clean Indoor Air" (RSA 10-B) Certification.

5.5.4. 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.

5.6. **Project Management:** The Landlord shall be responsible for providing project management, the person assigned such duties may either report directly to the Landlord or the General Contractor employed by Landlord, and shall schedule, coordinate, supervise and direct the Work. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.

5.7. **Submittals:** 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 to the Tenant for their review. The Tenant shall expedite all review, taking no more than 5 workdays to accept, accept as noted or reject a submittal.

5.7.1. By approving and submitting Product Data, Samples and similar submittals, the Landlord represents that they have 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.

5.7.2. The Landlord shall submit SDS 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.

5.7.3. When renovations are completed the Landlord shall provide the Tenant SDS for all products incorporated into the Work.

5.8. **Conditions for Occupancy:** Prior to occupancy Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, and testing results documenting conformance with State of New Hampshire RSA 10-B "Clean Indoor Air" requirements.

5.9. **Cutting and Patching:** The party undertaking such work shall be responsible for cutting, fitting or patching to complete their portions of 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.

## 6. STANDARDS & SPECIALTIES:

6.1. **Materials and Finishes:** With respect to the build-out of the interior space unless otherwise stated or agreed to by the Tenant, all new materials, equipment and finishes shall be used 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.

- 6.2. **Corridor Widths:** Unless otherwise noted or required by the authority having jurisdiction, new corridors, if any, shall be at least 60" wide.
- 6.3. **Baby Changing Station:** Provide and install two (2) one each inside the new public restrooms. Preferred Manufacturer: Koala Bear Kare Model: To be determined by Tenant, i.e. horizontal and/or vertical. Installation shall be as required to be fully ADA compliant. Color: To be determined by Tenant.
  - 6.3.1. Specification: Horizontal or vertical application, constructed of molded polyethylene with stainless steel hinges, able to withstand static loads of 200 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.
- 6.4. **Restroom Waste Receptacles:** Landlord to provide and install stainless steel finish recessed (or semi recessed – where approved by Tenant) waste receptacles.
- 6.5. **Drinking Fountain:** Existing Stainless steel drinking fountain shall remain.
- 6.6. **Knox Box:** an exterior mounted Knox Box shall be provided and installed if required or requested by the local fire and/or police department. Location to be determined by said authority.
- 6.7. **Push-Plate Activated Automated Doors:** existing automated push-plate devices and doors shall remain, provided/maintained by Landlord in good repair and operating condition.
- 6.8. **New Interior Windows:** Landlord to provide and install new interior windows in the wall dividing the open office staff area from the (relocated) client resource center. Quantity of windows and approximate location to be as shown on Tenant floor plans, and type/quality of window to match/approximate existing interior windows located in conference/exit area corridor.
- 6.9. **Low Voltage Wiring for Tenant's proximity card reader security system:** To be provided and installed by Tenant, to facilitate such installation Landlord shall provide (within the walls of each new card key access point) conduit to house such wiring. Provision shall be in each location shown in the tenant's Design-Build floor plan. The security system, card readers and low voltage wiring will be provided and installed by Tenant, and correlating electronic latch sets required for operation shall be provided/installed by the Tenant. See "doors and hardware" for further electronic latch sets requirements.
7. **DOORS, DOOR ASSEMBLIES AND HARDWARE:** All new (existing not scheduled for work shall remain) shall be provided in conformance with the following:
  - 7.1. **Hydraulic Door Closer Devices:** Shall be heavy-duty commercial grade, suggested manufacturers: Norton – series 8301 and/or 8501, or LCN 4040.
  - 7.2. **Electric Door Strikes:** Tenant to provide and install electric door strikes in all locations designated by Tenant as "New" installation points for their "Card Reader Access System" (see plan).

7.2.1. All (new) electric door strikes shall be 24VDC with mortise type installations, and meet or exceed specifications of the following recommended manufacturer:

7.2.1.1. HES – 1006 Series for interior door applications.

7.2.1.2. Provide strikes with HES Smart Pac in-line power control for strikes under continuous duty operation.

7.2.2. Tenant shall provide and install 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).

7.2.3. Electric Strike Function: provide "fail secure" strike function contingent upon provision of proper egress and/or panic hardware and conformance with all applicable codes and/or the local authority having jurisdiction.

7.3. **Door Types:** All new doors shall be nominal 3'-0" X 6'-8".

7.3.1. Exterior Doors: existing exterior doors shall be reused, provided by landlord in good operating condition, with any damage repaired to the satisfaction of the Tenant.

7.3.2. Existing Doors scheduled for removal: parties responsible

7.3.2.1. Landlord to remove/relocate/repurpose existing doors and/or door assemblies in the areas scheduled to become the new staff break room and the new rest rooms for the Premises. Site of door removal shall be patched/"infilled" as required to provide smooth, clean finished appearance.

7.3.2.2. If an existing door assembly is scheduled for removal and will suitably provide as a "new" door scheduled for provision, reuse of such door assembly shall be permitted.

7.3.3. NEW Interior Doors: Landlord to provide and install any new doors required in accordance with the following - Solid-core wood door blanks for all new interior doors. (Birch, min. 3 coats natural finish).

7.3.3.1. One (1) New Emergency Egress Door at staff area corridor: provide door lock preventing access from non-tenant side of door and exit (crash bar) hardware on tenant egress side of door. Door shall also be provided with "puffer alarm" which is a local alarm that sounds upon use of crash bar.

7.3.3.1.1. Door to be provided with sign reading "Warning, Emergency Egress Only, Alarm will Sound".

7.3.3.2. Public & Staff Rest Rooms: provide (via re-purposing existing) four (4) doors (one per gender each set) as follows: solid door blank, privacy lock set, and door closer adjusted to require no more than 5 pounds operation force.

7.4. Interior Door Frames: The need for any new frames is not currently anticipated for this renovation, however if any are required they shall match existing metal frames

7.5. Door Hardware: All door hardware shall be "lever set" style or other barrier-free design code conforming styles, and rated for standard commercial use, commercial grade 2 application.

7.6. Keying: Existing keying shall remain, modified by the Tenant when/as needed.

## 8. GYPSUM WALLBOARD-STANDARDS AND TYPES:

8.1. **Standards:** All gypsum board shall be standard 1/2" material, unless otherwise required by code (i.e.: MR board @ restrooms). 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.

- 8.1.1. Minimum Stud standard at full height walls: 2" X 4" wood or 3 5/8" metal studs @ 25 gauge.
- 8.1.2. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.
- 8.1.3. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at each jamb, extend double-jamb-studs continuous and attach to underside of floor or roof structure above.

8.2. **Wall Types:** The Landlord shall consult and comply with the authority having jurisdiction for determination of all structural and fire ratings required for any and all construction including all tenant demising walls regardless of whether such walls are either "new" or "existing" construction. Additionally, provide the following:

- 8.2.1. **Demising Walls:** See Tenant plan for layout of walls demising Tenant from adjacent occupancies.
  - 8.2.1.1. Structure: provide in accordance with all fire and/or life/safety codes assuring final assembly conforms with all such requirements.
- 8.2.2. **Existing Walls:** scheduled to remain which are not scheduled to become "demising" walls or otherwise requiring modification for fire rating purposes, shall remain unchanged, however all must be structurally sound, all holes and gouges repaired, provided in good condition prior to painting.
- 8.2.3. **Wall Type 1:** Typical for new walls unless otherwise noted – see plan for extents. Gypsum board partitions shall be full height, extending from floor to 12" above finished ceiling. Continue framing above all doors and openings and 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.
  - 8.2.3.1.1. All gypsum board partitions shall be constructed of one layer of 5/8" wallboard each side
  - 8.2.3.1.2. 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.

9. **FINISHES:** Product Data, SDS, Samples and similar submittals shall be required in advance of order and installation. See "Finish Plan" for extents.

9.1. **Carpet:** All areas of existing carpet in the areas indicated in Tenant Finish Plan shall be removed and lawfully disposed of by the Landlord. New Carpet shall be provided and installed as replacement. The Landlord shall be responsible for preparing the sub floor in full accordance with the carpet manufacturer's recommendation for proper carpet tile installation

9.1.1. Color: Tenant shall make color selection from manufacture's full range of standard color selections. Tenant shall select no more than one (1) color.

9.1.2. Recycled materials content: All carpet submittals shall contain a 25% minimum recycled content

9.1.3. Indoor Air Quality: 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.

9.1.4. Installation: All installation methods and materials must follow the manufactures guidelines.

9.1.5. **CARPET SPECIFICATIONS – TWO (2) OPTIONS PROVIDED FOR LANDLORD:** At the Landlords' discretion either carpet tile or broadloom carpet may be installed in the premises; regardless of which type of carpeting the landlord elects to provide all submittals shall meet or exceed the following specifications; although a manufacturer is named, alternate manufactures which provide compliance with all other specification shall be considered:

9.1.6. **CARPET TILE Specifications (Alternate A):**

Manufacturer:	Shaw Contract Group
Style:	#59575 Diffuse
Carpet Style:	24" x 24" modular carpet tile
Color	To be selected by Tenant
Fiber Content:	"Eco Solution Q" Nylon
Dye Method:	100% Solution Dyed
Soil/Stain Protection:	"SSP" Shaw soil protection
Gauge:	1/12
Stitches Per Inch:	9
Installation Note:	Quarter-Turn
Secondary Backing:	"Eco Worx" tile
Electrostatic Propensity:	less than 3.5 kv
ADA Compliance:	meets guidelines
Warranty:	lifetime commercial limited

9.1.7. **BROADLOOM Carpet Specifications (Alternate B):**

Manufacturer:	Patcraft
Style:	Color Your World (this style is also available as carpet tile and provides yet another acceptable alternate)
Carpet Style:	12' wide broadloom Level Loop
Color	to be selected by Tenant
Fiber Content:	"Eco Solution Q" Nylon
Dye Method:	100% Solution Dyed
Soil/Stain Protection:	"SSP" Shaw soil protection
Gauge:	1/10
Weight:	28 oz
Stitches Per Inch:	9
Tufted Pile Height:	5/32"

Secondary Backing:	“Everbond” EX
Electrostatic Propensity:	less than 3.5 kv
ADA Compliance:	meets guidelines
Warranty:	lifetime commercial limited

- 9.2. **Vinyl Cove Base:** Landlord to provide and install - 4” high vinyl, standard toe cove type. Manufacturer: Johnsonite or Mercer.
- 9.2.1. Areas of use: supply and install in all areas receiving new flooring.
- 9.3. **Vinyl Termination Strips:** Landlord to provide and install - To match vinyl cove base materials. Manufacturer: Johnsonite or Mercer.
- 9.3.1. Areas of use: supply and install Termination strips or change of height strips as required in order to mask all exposed flooring edges and intersections of unlike materials.
- 9.3.2. ADA conformance: supportive of “section 5.5 Permits and Testing” herein Landlord is specifically reminded that finished installation of termination strips shall not cause a height change (bump) that exceeds ¼”.
- 9.4. **Vinyl Composition Tile (VCT):** Landlord to provide and install in new rest rooms and new staff break room.
- 9.4.1. Landlord to remove and lawfully dispose of existing flooring in rooms scheduled to receive new VCT.
- 9.4.2. Sub floor to be prepared in full accordance with the vinyl tile manufacturer's recommendation for proper vinyl tile installation.
- 9.4.3. Preferred Manufacturer: Armstrong Provide products complying with FS-T-312B (1), Type IV, Comp 1.
- 9.4.4. Size: 12” X 12”,
- 9.4.5. Nominal Thickness: 1/8 inch
- 9.4.6. Colors: Color selection from manufacturer's full standard offering to be made by Tenant.
- 9.5. **“Walk Off” Mat Carpet Tile (WMT):** Existing material to remain– provided/installed in the Tenant's Public Entrance vestibule, reception area and ramp areas. Landlord to protect this material during performance of work, providing it in good, clean repair to the Tenant.
- 9.6. **PAINTING:** Landlord to provide repainting of all existing/scheduled to remain walls, columns and trim and on all new wall and/or trim.
- 9.6.1. Colors: Allow up to two (2) colors which shall be selected by Tenant from manufacturer's full range of standard offerings.
- 9.6.2. All walls, door frames and trim: Provide minimum two coats of primer and two coats of finish paint, or as required to achieve an acceptable finish to the Tenant. Paint shall be (scrubbable) interior eggshell latex unless otherwise noted (see “restrooms, break room, storage and data rooms” below). Color selection to be made by Tenant
- 9.6.3. Columns: Paint shall be (scrubbable) interior eggshell latex paint,
- 9.6.4. Frames and Casings: Paint shall be semi-gloss (scrubbable) acrylic latex, in one/single color selected by Tenant.
- 9.6.5. Restrooms & break room: Wall paint shall be semi-gloss (scrubbable) interior latex finish, one color shall be selected by the Tenant.

10. **CEILING:** Existing 2'x4' suspended acoustical ceiling tile and grid system to remain. Unless otherwise provided, the Landlord shall provide and install new ceiling tiles and grid matching existing to patch any areas in disrepair or areas requiring replacement due to demolition of existing walls and/or construction of new walls.
- 10.1. Diffusers and other ceiling fixtures: shall be cleaned or replaced if needed in order to provide clean uniform ceiling appearance.
- 10.2. Exception to the above: Tenant shall be responsible for repair or replacement of any ceiling fixtures or ceiling tiles disturbed or damaged during performance of removing the existing wall between the waiting area and new Resource Center. Tenant shall also be responsible for repair/replacement of fixtures or tiles disturbed or damaged during their provision and installation of electrical power poles and related electrical distribution work.
11. **MILLWORK General Provisions:** Cabinet and 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 intent expressed herein.
- 11.1. Comply with AWI Section 400 for countertops.
- 11.2. Provide shop drawing(s) of all millwork for review and approval by Tenant. Provide large format drawings and details depicting all countertops, cabinets, detailing core construction, locations, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
- 11.3. Plastic Laminate – acceptable Manufacturers: Wilsonart and/or Formica.
- 11.4. Color/Textures of all millwork finishes to be selected by Tenant. Provide laminate samples for color, pattern selection.
- 11.5. Counter Tops: custom grade, square edge, high-pressure laminate (standard matte finish).
- 11.6. **Millwork at Break Room:** Landlord to provide and install approximately the lineal feet of counter and counter top shown in the Tenant plans. Provide commercial grade laminate countertop with matching, field applied 4" backsplash; placement and length of counter as shown in Tenant floor plans. Provide and install below counter commercial grade base cabinets and above counter provide and install commercial grade upper cabinets. Cabinets shall have high pressure plastic laminate surface on the exterior/exposed surfaces; with low pressure laminate only acceptable as a backing material.
- 11.6.1. Manufacturer: Merrillat, Shrock or equal. Model: to be selected by Tenant from manufacturer's standard product line.
- 11.6.2. Counter heights: provide at standard height except for the section housing the sink, the height of this section (which shall be at least 36" wide) shall be dropped to 34" high and provide at least 29" knee space below for conforming wheelchair accessibility.
- 11.6.2.1. No cabinets to be provided below the dropped height sink section of the counter
- 11.6.2.2. exposed waste pipe below sink shall be insulated or otherwise shielded.
- 11.6.3. Electrical: Provide minimum quantity three (3) electrical outlets (and sufficient circuitry) located at counter height to provide for safe, efficient operation of Tenant's microwave, toaster oven, coffee maker,
- 11.6.4. Provide additional outlet (at standard height) for Tenant's adjacent full size (min. 20 c.f.) refrigerator.
- 11.6.5. Plumbing: provide and install standard single bowl stainless steel sink with lever type faucet with sprayer.

- 11.6.6. Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink within the reach area of wheelchair users.
- 11.6.6.1. Paper towel dispenser shall be operable with one hand, motion activated automated dispenser are preferred;
- 11.6.6.2. dispensing height of both dispensers shall be no more than 48" above the floor.

## 12. SIGNAGE:

- 12.1. Interior Signs: Tenant to provide and install all new interior signage required in the Premises, such signs shall be in full compliance with all codes, with particular attention paid to conforming with all applicable ADA provisions including ICC/ANSI A117.1-2003, and the guidelines set forth in ADAAG section 4-30 of the Americans with Disabilities Act, ADA Title III accessibility standards including Grade 2 Braille (Reference: Federal Register/Vol. 56. No. 144: 4.30.6 Mounting Location and Height).
- 12.2. Exterior Signs: Landlord to provide and install all new exterior signs required at the Premises for conformance with "ADA" requirements, such signs shall include: parking space and access aisle designation signs, and way finding signs designating the "accessible" and "Not accessible" entrances to the premises respectively.
  - 12.2.1. Parking Lot and Entrance Designation Signs: See "Tenant Demise Plan" for illustration of required parking lot changes inclusive of placement of five (5) new parking lot signs and two (2) new entrance designation signs.
    - 12.2.1.1. Install signs directly in front of each designated "accessible" parking space and access aisle with the lower edge of each sign placed at least 60" above the ground. Signs shall be as follows:
    - 12.2.1.2. Sign one (1): The space located to the LEFT of the 8' access aisle shall have a universal symbol of accessibility (wheelchair) located prominently on the sign, and directly below text reading "RESERVED" and "VAN ACCESSIBLE"
    - 12.2.1.3. Sign two (2): Directly in front of the 8' wide access aisle provide and install one (1) permanent sign with text reading "NO PARKING"
    - 12.2.1.4. Sign three (3): The parking space located to the RIGHT of the 8' access aisle shall have a universal symbol of accessibility (wheelchair) located prominently on the sign, and directly below text reading "RESERVED"
    - 12.2.1.5. Sign four (4): Directly in front of the 5' wide access aisle provide and install one (1) permanent sign with text reading "NO PARKING"
    - 12.2.1.6. Sign five (5): The parking space located to the RIGHT of the 5' access aisle shall have a universal symbol of accessibility (wheelchair) located prominently on the sign, and directly below text reading "RESERVED"
  - 12.2.2. Symbol of Accessibility: (the wheelchair symbol) all elements (restrooms or designated parking spaces for instance) required to be identified as accessible to persons with disabilities shall use the international symbol of accessibility.
- 12.3. Signage at Entrances to Premises:
  - 12.3.1. Tenant shall have the right to provide and install a commercial sign (conforming to Landlord's building standards) on the door to the public entrance and, if desired, on the fascia above the entrance.
  - 12.3.2. Landlord to provide and install one (1) sign with the "wheelchair symbol" (universal symbol of accessibility) on the wall adjacent to the entrance door.
  - 12.3.3. Signage at STAFF Entry to Premises: Landlord to provide and install one (1) sign located proximate to the lowest stair which leads to the landing serving the staff entry, the signs shall provide:
    - 12.3.3.1. Text identifying the entrance as "Staff Only, Public Entrance on Hanover Street", and;

12.3.3.2. Text identifying the entrance as "Not and Accessible Entrance" with wheelchair symbol below. Text shall further disclose: "Accessible Entrance located on Hanover Street"

### 13. ELECTRICAL:

- 13.1. **Energy Conservation:** Landlords shall utilize energy conservation equipment when the opportunity to do so presents itself. The Tenant will favorably consider energy conservation alternatives for all items within this section, including but not limited to motion-sensor light switching.
- 13.2. **Electrical Service:** Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, and any specialty equipment such as copiers, printers, and refrigerators.
- 13.3. **Electrical Distribution:** The plan shows all required outlet, power pole and electrical conduit "whip" locations, however if a "new" outlet is shown where an existing outlet is present the re-use of the existing outlet shall suffice – no duplication is intended or required.
- 13.4. **Performance of Work:**
  - 13.4.1. Landlord to provide and install all electrical work associated with renovations described herein and in Tenant plans, with the exception of the following:
  - 13.4.2. Tenant to provide and install all electrical work and/or fixtures associated with removal of existing wall between client waiting area and resource area, scope of Tenant work to include but not be limited to provision and installation of new power poles (and related circuitry, junction boxes, etc) in the client services area.
- 13.5. **Electrical Finishes:** All switch plates and outlet covers shall match existing.
- 13.6. **Electrical Installation Heights:** All switches shall have an installation height of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.

### 14. FIRE SUPPRESSION SYSTEMS:

- 14.1. **Existing system** shall be modified as needed to provide continued conformance with any and all local, State and prevailing building codes. The cost of any changes, modification or additions will be the sole responsibility of the Landlord.
- 14.2. **Fire Extinguishers:**
  - 14.2.1. To be provided, maintained and inspected by Landlord as required by inspection and reporting requirements set forth in Lease Agreement.
  - 14.2.2. Existing and any new cabinets enclosing fire extinguishers located in the Premises or in the common areas serving as a path of travel to "staff entrances" shall be modified or replaced to provide "ADA" conformance, providing no more than 4" protrusion into the path of travel as required by ANSI 307.2; ADAAG 307

### 15. FIRE ALARM SYSTEM:

- 15.1. **Existing system** shall be modified as needed to provide continued conformance with any and all local, State and prevailing building codes. The cost of any changes, modification or additions will be the sole responsibility of the Landlord
- 15.2. **Existing system** shall be modified as needed to provide horn and strobe alarms throughout the building, in order to provide code conformance:

- 16. **Heating Ventilation and Cooling (HVAC):** Existing HVAC system to remain, however it shall be modified and/or supplemented by Landlord as needed to provide adequate HVAC to all areas of the Premises. Work provided by landlord shall include but not be limited to



provision of new diffuser and return in reconfigured space and ventilation/exhaust fans in the new rest rooms.

**16.1 Rest Room 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.

**16.2 HVAC – Reference the State of NH Standard Lease Agreement, EXHIBIT C, Part II** for required compliance with State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings".

**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.

**17. COMMUNICATIONS REQUIREMENTS:** Tenant to provide all modifications required, including provision of all new/revised telephone/data connectivity. Landlord shall allow such improvements and endeavor to coordinate their work scheduled with Tenant's communications upgrade schedule.

**18. LIGHTING:**

18.1. Existing lighting fixtures located in areas not scheduled for renovations that includes ceiling changes shall remain, shall be provided by landlord to the Tenant in clean, good operating repair.

18.1.1. Existing lighting fixtures which are in good repair but located where they will conflict with new layout shall be relocated and reinstalled by the Landlord unless otherwise noted.

18.1.2. Tenant shall relocate and reinstall any existing lighting fixtures that may require relocation to accommodate removal of existing wall between waiting area and new Resource Center.

18.2. New lighting fixtures shall be provided and installed by landlord when reuse of existing is not feasible.; such fixtures shall be energy efficient in accordance with the following:

**18.3. General Lighting Fixtures (if new are required):** Shall be recessed Troffer Type matching existing in appearance, standard 2' X 4' two (2) lamp electronic ballasts, using high efficiency T-8, 4100 degree Kelvin lamps. All fixtures shall provide ambient and work level lighting, utilizing electronic ballasts, and "Super" T-8, 4100 degree Kelvin lamps.

18.3.1. Alternately, LEED fixtures shall be acceptable.

**18.4. Switching** to be provided at new break room and restrooms.

## 19. SPECIALTY AREAS:

19.1. **"ADA" conforming Rest rooms:** Landlord to provide four (4) new rest rooms as shown in the Tenant floor plans. Each rest room shall conform to ADA requirements which include but are not limited to the following:

19.1.1. Baby Changing Station: To be provided in two Public rest rooms, installation height 34" AFF, in conformance with specification herein - see Standards and Specialties.

19.1.2. Fixtures: all water closets, grab bars and lavatories to be provided and installed in conformance with all applicable codes, with particular attention paid to conformance with all "ADA" requirements. See detailed rest room floor plan and specific height requirements stated herein:

19.1.2.1. Toilet Seat: 19" AFF

19.1.2.2. Toilet flush lever to be provided on approach side of fixture

19.1.2.3. Horizontal Grab Bars (To top of bar): 30"-36" AFF

19.1.2.4. Vertical Grab Bars (To bottom of bar) : 39"-41" AFF

19.1.2.5. Lavatories (To top of fixture): 34" AFF w/min. 27" knee clearance and with all pipes beneath lavatory insulated.

19.1.2.6. Reflective Surfaces (To bottom of reflective surface): 40" AFF

19.1.3. Dispensers and Receptacles: To be supplied and installed by Landlord.

Including but not limited to: toilet paper, paper towel dispensers, coin-operated feminine hygiene products dispensers and feminine products waste receptacles and recessed or semi recessed trash receptacles installed in conformance with all applicable codes, with particular attention paid to conformance with all "ADA" requirements.

19.1.3.1. Toilet Paper Dispenser: 1 1/2" MIN below grab bar, or 12" MIN above grab bar; between 15"-48" AFF (ANSI 604.7); between 7"-9" o.c. from front of toilet seat.

19.1.3.2. All other dispensers: Dispensing height shall be at 48" AFF.

19.1.4. Paper Towel Dispensers: Shall be operable with the closed fist or one hand; provide a one per restroom; automate "hand sensor" roll towel dispensers are preferred.

19.1.5. **Rest Room Ventilation:** See "HVAC" for requirements

19.2. Replacement railings to for ramp at back/staff area hallway: Tenant to remove existing non-code conforming rails and provide and install new code (ADA) conforming railings prior to occupancy. Tenant shall reference ADA 2010 standards chapter 5"05 Handrails" for full disclosure of all requirements.

20. **PARKING AND SITE:** Landlord to provide forty (40) dedicated parking spaces for Tenant use, these spaces are located in the parking lot located to the right (relative to building public entrance) side of the building, with up to fifteen (15) additional non-exclusive spaces available for overflow parking. Provision of all parking must be without additional charge to the tenant, included in the annual rent.

20.1. **Full compliance all codes and ordinances,** particularly with those providing Barrier-Free Design (ADA) will be the responsibility of the Landlord, including but not limited to conforming provision of: parking spaces, access aisles, walkway access from parking lot (path of travel) to near edge of City sidewalk, thresholds at entrances, lighting, and signage. To achieve this the Landlord shall provide renovations to the Tenants' parking lot (described above) and path of travel for and from wheelchair accessible parking spaces and access aisles in the parking lot to the near edge of the City sidewalk. See Tenant plans for required layout of parking spaces and access aisles, provide in conformance with the following:

- 20.1.1. Provide three (3) barrier-free parking spaces, one (1) shall be "van accessible" and the other two (2) regular shall be regular accessible parking spaces, all shall measure at least 8' wide.
  - 20.1.1.1. Access Aisles: Provide an eight (8') foot wide access aisle between the first two "accessible" parking spaces as shown in the Tenant Demise plan. Provide a five (5') foot wide access aisle between the second and third accessible parking space as shown in the Tenant Demise plan. All three spaces and the access aisles shall be provided with level, smooth paved surface areas (patch/repair any existing deviations) with no more than 2% slope or cross slope in any direction.
  - 20.1.2. Sidewalk: provide smooth, level access from (new) five (5') foot wide access aisle, cutting/altering existing sidewalk as necessary to provide the impediment free access from the lot to sidewalk.
    - 20.1.2.1. Provide new ramp/eased slope (code conforming) from area of level sidewalk up to area of existing raised asphalt sidewalk.
  - 20.1.3. Signs: Provide parking lot designation signage as described in "Section 12.2 Exterior Signs" herein.
  - 20.1.4. Remove all conflicting/obsolete lines or symbols painted on the parking lot surface by either painting over lines with black paint or skim-coating the affected areas.
  - 20.1.5. Remove existing (erroneous) signs located adjacent to the Staff staircase entry which designate an "accessible" parking space and access aisle, such spaces shall become part of the general, non-reserved Tenant parking area.
  - 20.1.6. Provide new painted lines and symbols for ADA compliant "accessible" parking spaces.
  - 20.1.7. Relocate and reinstall existing parking lot curb stops to coincide with accessible parking space/access aisle (don't block the access aisle) locations
- 20.2. **Areas providing barrier-free accessibility** – which include the "accessible" parking spaces, access aisles, path of travel from lot to near edge of City sidewalk and entrance thresholds and landings - repair all chipped, cracked or uneven surfaces to provide smooth, flat surface. Fill any gaps in pavement surfaces which exceed ¼" and bevel any thresholds which exceed ¼"

IN ACCEPTANCE OF THE FOREGOING; the parties have provided their authorized signatures as follows:

**TENANT:**

The State of New Hampshire, acting through its' Department of \_\_\_\_\_

Employment Security

Authorized by: (full name and title)

*[Handwritten Signature]*  
Signature

Print: George N. Copadis Commissioner  
Name & Title

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

OF: New Hampshire COUNTY OF: Merrimack

UPON THIS DATE (insert full date) 10/25/2014, appeared

before me (print full name of notary) \_\_\_\_\_ the undersigned officer personally

appeared (insert ~~Landlord's~~ <sup>Tenant</sup> signature) George N. Copadis

who acknowledged him/herself to be (print title, and the name of Department)

Commissioner, NH Employment Security 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)

*[Handwritten Notary Signature]*

HEATHER M. JOHNSON, Notary Public  
State of New Hampshire  
My Commission Expires November 12, 2019

**LANDLORD:** (corporation, LLC or individual) Hanover Street LLC

Authorized by: (full name and title)

George R Attar mbr *[Handwritten Signature]*

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

STATE OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) October 14, 2016,

appeared before me (print full name of notary) Jay E Printzlau the

undersigned officers personally appeared:

(insert Landlord's signature) George R Attar *[Handwritten Signature]* who

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

member of 300 Hanover Street, LLC and that as such

Officers, 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:

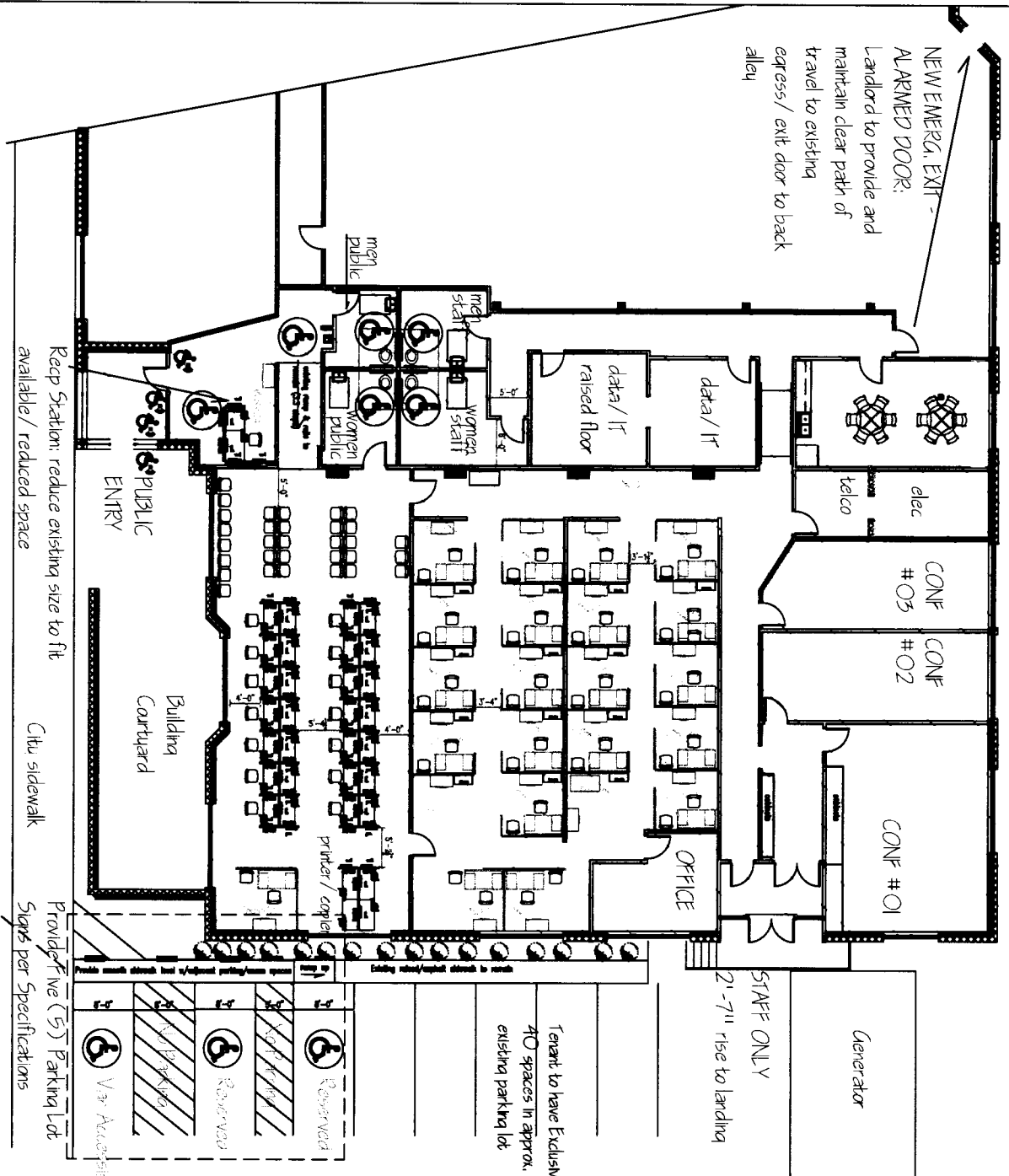
(provide notary signature and seal)

*[Handwritten Notary Signature]*

JAY E. PRINTZLAU  
Notary Public - New Hampshire  
My Commission Expires December 19, 2017



**RECEIVED**  
SEP 06 2016



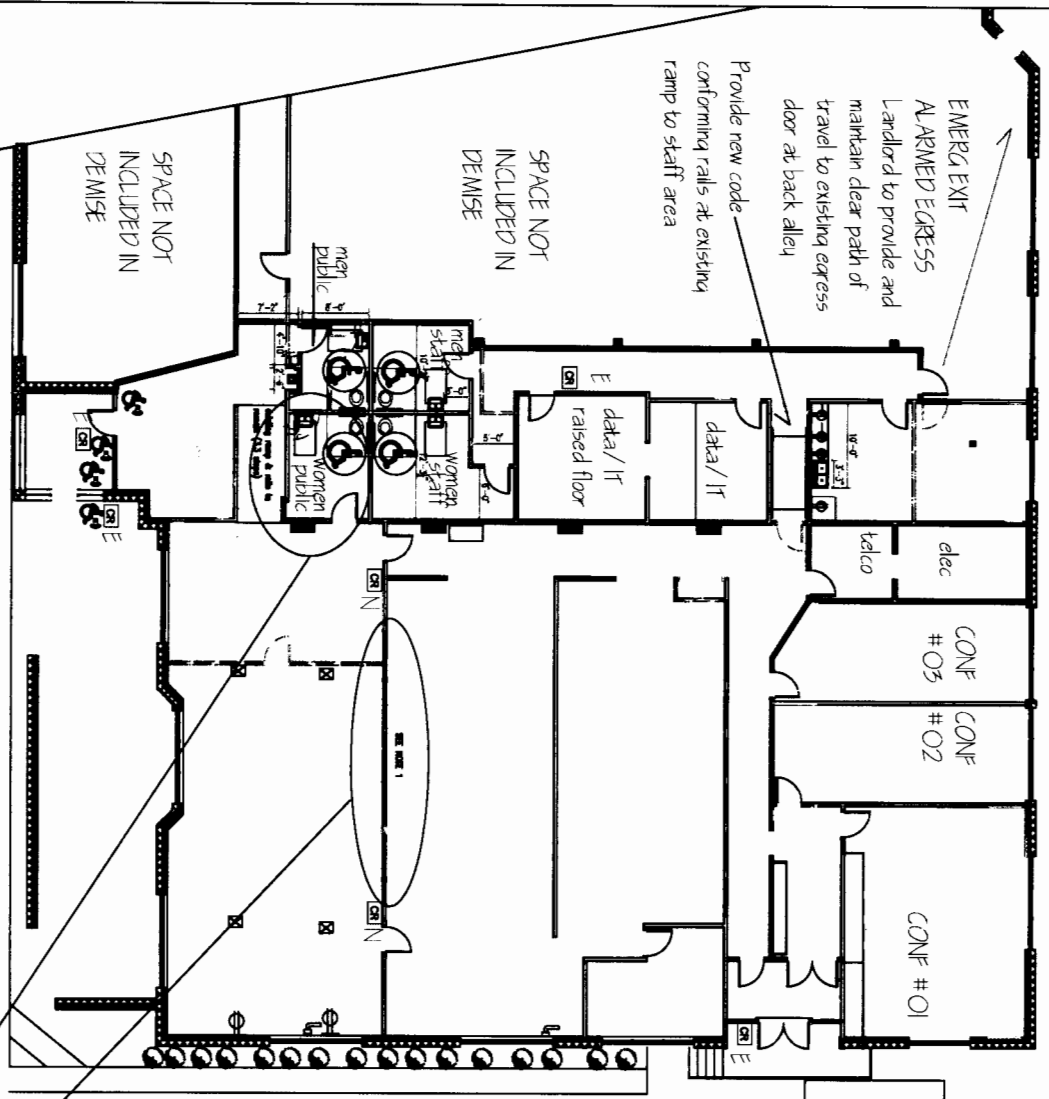
TENANT DEMISE:  
8,615 SQUARE FEET

DASHED LINE ENCLOSES AREA OF PARKING LOT AND TRAVEL PATH OF TRAVEL TO BE IMPROVED / ALTERED. SEE "TENANT DESIGN-BUILD SPECIFICATIONS" FOR FULL SCOPE OF REQUIREMENTS

Tenant to have Exclusive use of 40 spaces in approx. 60 space existing parking lot

	DEMISE PLAN: 7,692 SF		DWG. 1 (V-3)		DRAWN BY:		APPROVED BY:	
	DATE: August 24, 2016		SCALE: NTS		State of New Hampshire Department of Administrative Service Bureau of Planning and Management MFB		 	
TENANT: New Hampshire Employment Security - Manchester District Office			DATE: 1st/Grand	FILE PATH:			10/25/16 (date)	
LOCATION: 300 Hanover Street, Manchester NH 03103							10/25/16 (date)	

**RECEIVED**  
SEP 06 2016

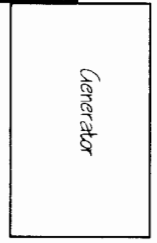


EMERGENCY EXIT  
ALARMED EGRESS  
Landlord to provide and maintain clear path of travel to existing egress door at back alley

Provide new code conforming rails at existing ramp to staff area

SPACE NOT INCLUDED IN DEMISE

SPACE NOT INCLUDED IN DEMISE



SEE "TENANT DESIGN-BUILD SPECIFICATIONS" FOR FULL SCOPE OF WORK REQUIREMENTS

- EXISTING DEMOLISHED
- EXISTING CONSTRUCTION TO REMAIN
- NEW CONSTRUCTION: (Full Hb) either Demolishing or Wall Type 1

- ⊕ DUPLEX ELECTRICAL OUTLET: provide new if there are no existing duplexes in approx. same location
- ⊕ CARD READER (new or existing) - CONTROLLED ACCESS POINTS
- ⊕ POWER POLE LOCATION - Electrical feed to furniture panels from ceiling mounted junction box
- ⊕ ELECTRICAL JUNCTION BOX: Wall mounted "Pig Tail" electrical feed to Tenant's furniture panels.
- ⊕ PUSH PLATE: Existing ADA compliant automated door operators. Landlord to maintain in good repair

NOTE 1: Interior windows to be provided and installed in this wall as shown, lower sill height of such windows to be approximately 48" above the floor.

NOTE 2: new rest room to be provided at same (approx 18" higher than current) elevation as open office area

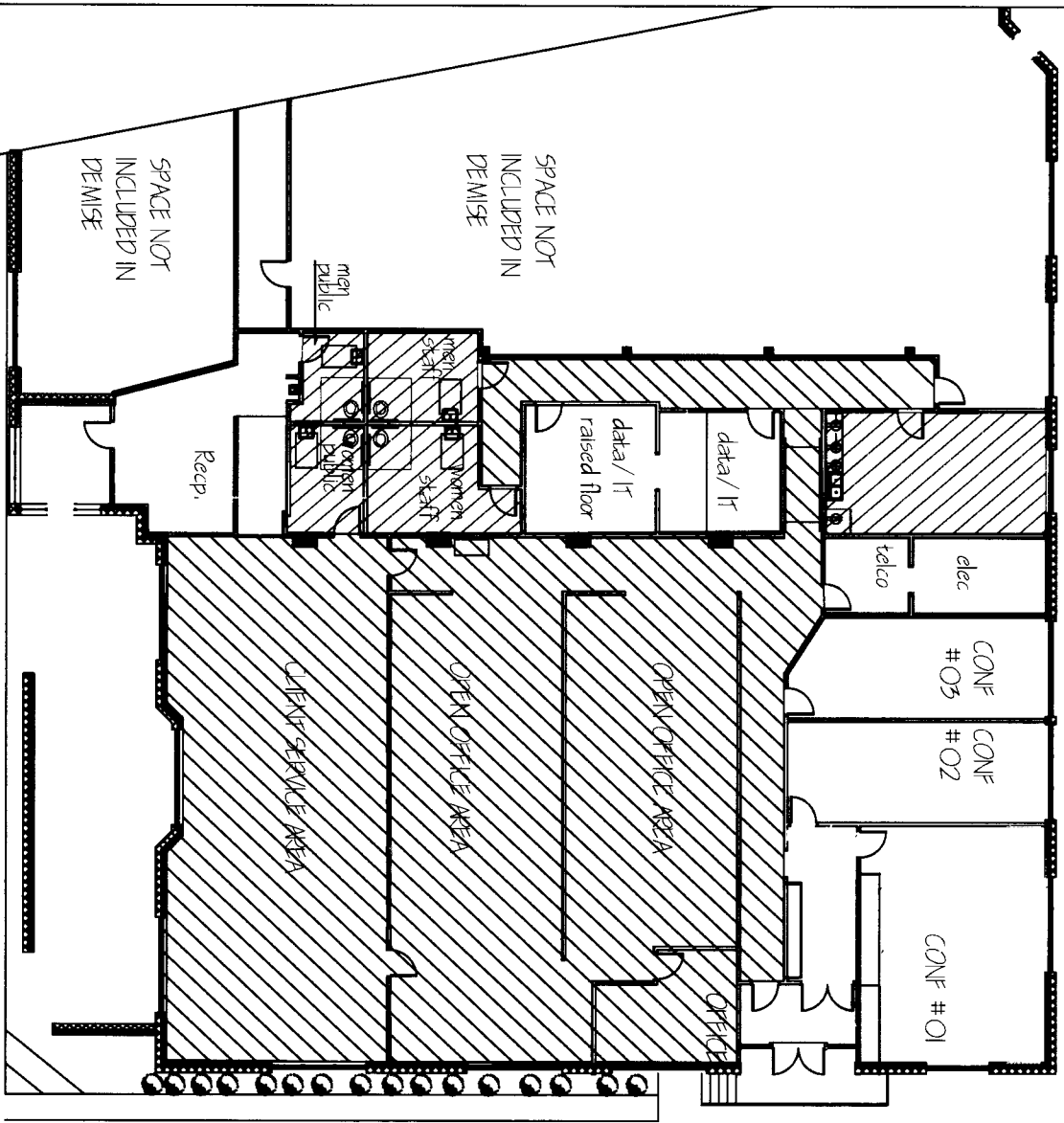


DESIGN BUILD PLAN: <b>DWG. 2 (v 3)</b>	
DATE: August 24, 2016	SCALE: NTS
TENANT: New Hampshire Employment Security - Manchester District Office	
LOCATION: 300 Hanover Street, Manchester NH 03103	

DRAWN BY: State of New Hampshire Department of Administrative Service Bureau of Planning and Management MFB
FILE PATH:

APPROVED BY:	
 (Landlord Signature)	08/24/16 (date)
 (Tenant Signature)	10/25/16 (date)

**RECEIVED**  
 SEP 06 2016



**FINISH FLOORING KEY:**



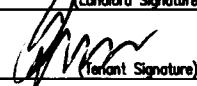
EXISTING FLOORING TO REMAIN

NEW CARPET OR CARPET TILE

NEW VCT

See "Tenant Improvement Specifications" for specifications of all finishes

Paint: Landlord to repaint all existing to remain walls, columns, door and window trim, and also prime and paint all new walls, door and window trim. See Tenant Improvement Specifications for full requirements.

	<b>FINISH PLAN:</b> <b>DWG. 3</b>	<b>DRAWN BY:</b> State of New Hampshire Department of Administrative Service Bureau of Planning and Management MFB	<b>APPROVED BY:</b>  (Landlord Signature)	10/14/16 (date)
	DATE: August 24, 2016 TENANT: New Hampshire Employment Security - Manchester District Office LOCATION: 300 Hanover Street, Manchester NH 03103	<b>SCALE:</b> NTS <b>DATE:</b> 1st/Grand	<b>FILE PATH:</b>	 (Tenant Signature)

**Section V**



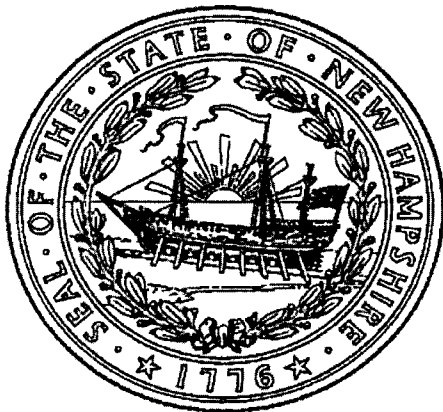
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 300 HANOVER STREET, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 02, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 743472



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of October A.D. 2016.

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

William M. Gardner  
Secretary of State


**LLC Certification of Authority**

I, **George R. Attar**, hereby certify that I am a Partner, Member or Manager of 300 Hanover Street, LLC a limited liability partnership under RSA 304-B or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

DATED: 10/14/16

ATTEST:  mbr  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2016

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

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

<b>PRODUCER</b> Gallant Insurance Inc 1364 Route 3A Bow, NH 03304 William Coyne	<b>CONTACT NAME:</b> William Coyne	
	<b>PHONE (A/C, No, Ext):</b> 603-224-0993	<b>FAX (A/C, No):</b> 603-224-7710
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : MMG Insurance</b>		<b>15997</b>
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

<b>INSURED</b> 300 Hanover Street LLC 920 Candia Road Manchester, NH 03109
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<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TBA	11/17/2016	11/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED RETENTION \$ 10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			TBA	11/17/2016	11/17/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  THESTAT  The State of NH acting by and through its Commissioner of NH Employment Security 45 South Fruit Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Paula P Bellant</i>
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## **Section VI**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY**

**NAI NORWOOD GROUP**

**EXCLUSIVE LISTING AGREEMENT**

1. THE STATE OF NEW HAMPSHIRE, acting by and through its Department of Employment Security, located at 45 South Fruit Street, Concord, NH 03301 (“Seller”), hereby grants to the undersigned NAI Norwood Group, located at 116 South River Road, Bedford, New Hampshire 03110 (“Agent”), the rights described in Paragraph 2 below, effective as of the date upon which both parties have executed this Agreement (the “Effective Date”) and as further provided herein, in consideration of Agent’s agreement to undertake the listing, marketing, and promotion for sale of real property (the “Properties”) owned by the Seller as follows:

A. **300 Hanover Street, Manchester, New Hampshire**, consisting of a 1.18± acre site improved with a 20,360± square foot building and an 86 space surface parking lot (Tax Map 93, Lots 0005, 0008, 0009, and 0010), as more particularly described in the Deed of Jason Treisman to the State of New Hampshire dated July 23, 1998, and recorded in the Hillsborough County Registry of Deeds at Book 5972, Page 1084-1085, and including any other property, real or personal, subsequently added thereto;

B. **436 Maple Street, Manchester, New Hampshire**, consisting of 0.16± acres of land and configured as a parking lot (Tax Map 93, Lot 0029), as more particularly described in the Deed of Jason Treisman to the State of New Hampshire dated March 26, 2001, recorded in the Hillsborough County Registry of Deeds at Book 6381, Page 1777.

2. Agent is being granted the exclusive right to market, list, and solicit offers to purchase said Properties at minimum prices of: **A. 300 Hanover Street:** One million four hundred twenty-five thousand dollars (**\$1,425,000**), and **B. 436 Maple Street:** Ninety-five thousand dollars (**\$95,000**), on the terms herein stated, or at any other price and terms which Seller may authorize and to which it consents. If, during the term of this Agreement, an individual or entity is procured by Agent who is ready, willing and able to purchase one or more Properties at or above the stated prices on such terms and conditions as are acceptable to Seller, or based upon other prices and terms to which Seller may agree, then Seller agrees to pay Agent a commission of six percent (6%) of the contract sale price. The only exception to this commission structure will be if the Potential Buyer<sup>1</sup> for 300 Hanover Street, as defined in Footnote 1 of this Agreement, purchases 300 Hanover Street, in which case Agent will receive a reduced commission equal to three percent (3%) of the contract sale price. Any commission due under this Agreement shall be paid out of the sale proceeds following the closing.

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<sup>1</sup> “Potential Buyer” shall mean the individual/entity that expressed interest in buying 300 Hanover Street on November 13, 2015.

AGENT’S initials 

3. THIS AGREEMENT SHALL BE IN EFFECT for nine (9) months, commencing on the Effective Date and ending on the date nine (9) months thereafter, and, unless terminated on said ending date by the Department acting in its sole discretion, shall be automatically renewed for six (6) consecutive additional months upon the same terms and conditions (except that the minimum price established in this Agreement may be adjusted at the discretion of Department) for a total contract period not to exceed one (1) year, three (3) months. Upon full execution of a contract for sale and purchase of all or any of the Properties, all of the terms and provisions of this Agreement shall extend through the date of closing as specified in such purchase and sale agreement. The commission(s) as provided above shall also be due if a Property is contracted to be or has been sold, leased, conveyed, exchanged or otherwise transferred within six (6) months after the expiration or rescission of this Agreement to anyone whom Agent has procured, unless the Property or Properties have been listed with another licensed broker on an exclusive basis. "Procurement" shall include, but not be limited to, providing information about the Properties, showing the Properties, or presenting offers on the Properties, provided that anyone so procured must be identified to Seller by Agent in writing not later than fifteen (15) days after the termination of this Agreement.

4. DUTIES OF AGENT. Agent owes Seller the fiduciary duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting.

5. DUTIES OF SELLER. Seller acknowledges a duty to disclose to Agent all known pertinent information about the Properties, adverse or otherwise, upon request, and Seller understands that all such information will be disclosed by Agent to potential purchasers. If any pertinent fact, event or information about the Properties comes to Seller's attention between signing this Exclusive Marketing Agreement and the Property Disclosure and the closing, then Seller will immediately notify the potential purchaser and Agent of the same in writing. Seller agrees to cooperate with Agent in effecting the sale of the Properties and to immediately refer to Agent all inquiries of interested parties. Unless otherwise directed by Seller, Agent shall be the default point of contact for all inquiries, negotiations, or offers regarding the Properties.

6. COOPERATION WITH OTHER BROKERS. Seller authorizes the following forms of cooperation:

- (a) Agent may cooperate with other brokers or other real estate firms who will represent the interest of the buyer(s). In the case of the Potential Buyer for 300 Hanover Street, Agent's 3% commission will not be subject to dilution.
- (b) Agent may cooperate with other brokers or other real estate firms who are not acting on behalf of a client or customer either as a seller agent or buyer agent.

7. SPECIAL CONDITIONS. Seller and Agent hereby agree that:

- (a) The Properties will be advertised at Agent's discretion in a manner consistent with its successful proposal to market the Properties as submitted to Seller. This may include marketing the Properties through a call for offers and/or more traditional marketing approaches. Agent will be responsible for advertising the

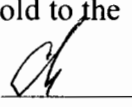
AGENT'S initials 

properties through MLS, Commercial MLS, print, e-mails to the brokerage community and other methods as may be appropriate selected by Agent. Once a Buyer has been selected for a particular Property, Agent will work with the Buyer through the due diligence period and will assist in negotiating sales terms.

- (b) Seller may provide keys to any building(s) to Agent. If keys are provided, then Agent has permission to access such building(s) for the purpose of showing the Properties to potential purchasers or their agents. Otherwise, access to such building(s) must be arranged with Seller in advance. Either Agent or a principal or employee of Agent holding a current "Broker" or "Salesperson" license issued by the New Hampshire Real Estate Commission shall be personally present at every showing of the Properties, regardless of whether any buyer's broker or employee of Seller may be present.
- (c) Exterior pictures of the Properties may be taken.
- (d) Interior pictures of the Properties may be taken under the supervision of the Seller. Any and all such pictures to be approved by Seller prior to use by the Agent at Seller's sole and absolute discretion.
- (e) Video/virtual tour photography is allowed at Agent's discretion under the supervision of the Seller. Any and all such video and/or photography to be approved by Seller prior to use by the Agent at Seller's sole and absolute discretion.
- (f) Agent may disclose the existence of other offers.
- (g) As noted above, the Properties' listing data may be submitted to MLS and may be used for comparables.
- (h) The Properties' addresses and information may be displayed on public web sites.
- (i) Seller's name may be submitted to any electronic database or MLS that may be accessed by persons other than Seller's broker.
- (j) Agent is authorized to accept a deposit with any prospective offer to purchase the Property.

#### 8. ADDITIONAL PROVISIONS.

- (a) Agent acknowledges and agrees that any sale, lease, or exchange of the Property and any payment obligation of Seller under this Agreement shall be conditioned upon and subject to prior approval by the Governor and Executive Council of the State of New Hampshire. Agent further acknowledges and agrees that no commission or fee shall be due under this Agreement for any Property sold to the

AGENT'S initials 

City of Manchester, New Hampshire under the terms of this Agreement and the applicable terms of the RFP, which are hereby incorporated by reference.

- (b) Agent has obtained a current State Vendor Code from the Division of Procurement & Support Services, Bureau of Purchase & Property and provided it to Seller. If Agent is a corporation, limited liability company, or other business entity required to register with the New Hampshire Secretary of State, then Agent has provided to Seller a current original Certificate of Good Standing issued by the New Hampshire Secretary of State. If Agent is a foreign corporation or other business entity organized under the laws of another state, then Agent has further provided to Seller a current original Certificate of Good Standing issued by Agent's state of organization.
- (c) If Agent is a business entity other than a sole proprietor, then Agent certifies that it has all requisite authority to enter into this Agreement and to perform its obligations thereunder, and that the undersigned officer or agent of Agent is duly authorized to execute this Agreement on behalf of Agent.
- (d) Agent certifies that it is duly licensed to sell real estate by the New Hampshire Real Estate Commission and will comply with all applicable New Hampshire laws and regulations in marketing and selling the subject properties.
- (e) Agent agrees to defend, indemnify, and hold harmless Seller and all of its officers, directors, agents, and employees from and against any and all claims, liabilities, or suits arising from (or which may be claimed to arise from) or in connection with any acts or omissions of Agent or its sub-agent in the performance of Agent's obligations under this Agreement.
- (f) Agent agrees that at all times during the effective term of this Agreement Agent shall maintain the following types and amounts of insurance coverage:
  - (i) Comprehensive general liability coverage against all claims of bodily injury, death, or property damage in amounts not less than \$250,000 per claim and \$2,000,000 per incident, or \$1,000,000 per occurrence and \$1,000,000 umbrella coverage.
  - (ii) Professional liability coverage in an amount not less than \$1,000,000 per occurrence and in the aggregate. If coverage is "claims made," the period to report claims shall extend for not less than three (3) years from the date of substantial completion of the contract. No retention (deductible) shall be more than \$25,000.
  - (iii) Workers' compensation insurance and employers' liability insurance as required by law.

AGENT'S initials






- (g) Agent agrees that it will provide all legally required disclosures when marketing the subject properties, including the following:

THIS PROPERTY IS OFFERED PURSUANT TO FAIR HOUSING REGULATIONS, WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, MENTAL AND OR PHYSICAL DISABILITY, FAMILIAL STATUS, SEXUAL ORIENTATION, OR NATIONAL ORIGIN. (I) (WE) HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

In witness whereof, the Parties hereto have signed their names on the dates indicated below.

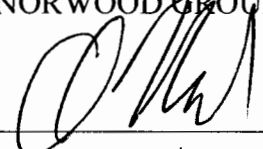
STATE OF NEW HAMPSHIRE ("SELLER")

By and through its  
DEPARTMENT OF EMPLOYMENT SECURITY

By:   
George N. Copadis, Commissioner

Date: 6/24/16


NAI NORWOOD GROUP ("AGENT")

By: 

Date: 6/14/16

Name (print): Chris Norwood

Title (print): President

AGENT'S initials 

## **Section VII**

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE NORWOOD GROUP, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on June 5, 1973. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 20<sup>th</sup> day of July, A.D. 2016

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

William M. Gardner  
Secretary of State

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "THE NORWOOD GROUP, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2016.



791722 8300

SR# 20162604704

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202219019

Date: 04-27-16

**The Norwood Group, Inc.**  
116 South River Road  
Bedford, New Hampshire 03110

**Certificate of Authority**

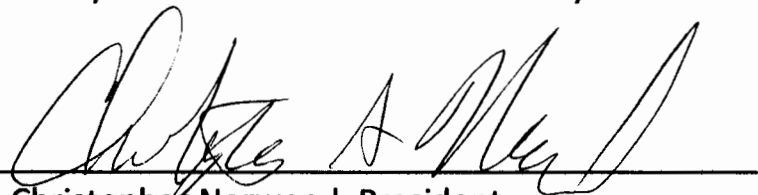
I, Christopher Norwood, President of The Norwood Group, Inc., certify to the following:

In regard to the properties located at 300 Hanover Street, Manchester, New Hampshire and 436 Maple Street, Manchester, New Hampshire:

- a. The Norwood Group, Inc. was duly authorized to enter into the marketing agreement for these properties;
- b. As President, I was authorized to sign the agreement on behalf of The Norwood Group, Inc.; and
- c. All actions taken on behalf of the corporation prior to the date of the certificate in furtherance of marketing the property are ratified and affirmed as the duly authorized acts of the corporation, including the execution of the 2016 marketing agreement.
- d. As President of the corporation, I am authorized to take any other actions on behalf of the corporation in furtherance of the marketing of the property as I in my sole discretion deem necessary or desirable.

Date:

10/20/2016



Christopher Norwood, President  
The Norwood Group, Inc.

Affirmed by:

Date:

10/20/2016



Louise Norwood, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2016

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Annette Kowalczyk, CIC <b>PHONE (A/C, No, Ext):</b> (603) 669-3218 <b>E-MAIL ADDRESS:</b> Annette@infantine.com	<b>FAX (A/C, No):</b> (603) 645-4331
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Norwood Group, Inc. Building A Associates 116 South River Road Bedford NH 03110	<b>INSURER A:</b> Continental Western Ins Co	<b>NAIC #</b> 10804
	<b>INSURER B:</b> Acadia Ins Co.	<b>NAIC #</b> 31325
	<b>INSURER C:</b> Union Insurance Company	<b>NAIC #</b> 25844
	<b>INSURER D:</b> Endurance American Specialty Ins Co	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 16-17 All lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA005760327	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Employment Practices Liab \$ 100,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA005760227	10/1/2016	10/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA005762427	10/1/2016	10/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA035663216 (3a.) NH Karl & Louise Norwood excluded	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Errors & Omissions			PRO10004029003	6/15/2016	6/15/2017	Limit of Insurance 1,000,000 Aggregate 2,000,000

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

Re: Verification of Insurance Coverage

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire New Hampshire Dept of Admin Svcs 25 Capital Street Room 212 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.  <b>AUTHORIZED REPRESENTATIVE</b> Kathy Sousa/JSC <i>Kathleen A Sousa</i>
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