

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
October 28, 2019
Page 2 of 2

under the terms of this amendment shall not exceed six months or \$107,580. The rate includes the provision of all utilities, site maintenance and janitorial services.

The office of the Attorney General has reviewed and approved this agreement.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus".

Charles M. Arlinghaus
Commissioner

**FIRST AMENDMENT TO THE STANDARD LEASE AGREEMENT
BETWEEN THE STATE OF NEW HAMPSHIRE
AND BERLIN FALLS REAL ESTATE, LLC**

This Agreement (hereinafter referred to as the "Amendment") is dated this 23 day of October, 2019, and is by and between the State of New Hampshire acting by and through the Department of Administrative Services, Bureau of Court Facilities (hereinafter referred to as the "State") and Berlin Falls Real Estate, LLC (hereinafter referred to as the "Landlord") with a business address of 244 Denmark Street, Berlin, NH 03570.

WHEREAS, pursuant to a ten (10) year Lease Agreement for the Berlin Circuit Court first entered into on December 1, 2008 and approved by the Governor and Council on November 19, 2008, item #41, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement, and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, the lease agreement is set to expire on November 30, 2019;

WHEREAS, the State and Landlord require more time to complete negotiations for the upcoming renewal period;

WHEREAS, the parties have been delayed in negotiating terms due to various building issues relating to ADA accessibility and improvements required;

WHEREAS, the parties agree to amend the current term to provide an additional six months, commencing December 1, 2019 to allow adequate time to negotiate the remaining issues; and

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

Section 2.1. Demise of Premises: The demise in the original lease agreement is 12,680 square feet of first floor space, which will be reduced to 9,780 square feet of space for the Berlin Circuit Court only. The original demise of 12,680 included the courthouse space and 2,900 square feet of space for the Department of Education's Adult Learning and Rehabilitation office space. The Department of Education's Adult Learning and Rehabilitation will enter into its own lease agreement with the Landlord eliminating the sublease agreement that existed between the Department of Administrative Services, Bureau of Court Facilities and Department of Education's Adult Learning and Rehabilitation.

Section 3.1. Term. The expiration date of the current Agreement, December 1, 2019, is hereby amended to May 31, 2020.

Section 4.1. Rent. The annual rent shall be \$215,160 or approximately \$22.00 per square foot, in effect through May 31, 2020. The annual rent shall be prorated and paid in six equal installments of \$17,930 due on the first day of the month during the amended term. The total amount of rent to be paid under the terms of this Amendment shall not exceed six months or \$107,580.

Landlord Initials AM
Date 10/23/19

Section 6.1. Utilities. The Landlord shall at his own and sole expense furnish all utilities for the premises with the exception that the Tenant shall be responsible for the direct payment of all data and telecommunications services.

Section 8.2. Janitorial Services. Janitorial Services shall be provided by the Landlord.

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


Landlord Initials AM
Date 10/23/19

EFFECTIVE DATE OF THE AMENDMENT. This Amendment shall be effective upon approval by the Governor and Executive Council of the State of New Hampshire.

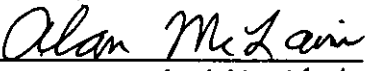
CONTINUANCE OF AGREEMENT. Except as specifically amended and modified by the terms and conditions of this Amendment, and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth herein.

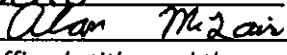
IN WITNESS WHEREOF, the parties have hereunto set their hands:

TENANT: State of New Hampshire, acting through the Department of Administrative Services

BY: 
Charlie M. Arlinghaus, Commissioner

LANDLORD: Berlin Falls Real Estate, LLC

BY: 
PRINT NAME: ALAN McLain
TITLE: Manager

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF NEW HAMPSHIRE COUNTY OF CODS, UPON THIS DATE (insert full date) OCTOBER 23rd, 2019, appeared before me (print full name of notary) AMY RIENDEAU the undersigned officer personally appeared (insert Landlord's signature)  who acknowledged him/herself to be (print officer's title, and the name of the corporation) Manager Berlin Falls Real Estate 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)



AMY M. RIENDEAU, Notary Public
My Commission Expires June 10, 2020

Landlord Initials AM
Date 10/23/19

APPROVALS:

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

Approval date: 10/31/2019

Approving Attorney: Takhuira Rakhmatova

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2019

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Janice Jobin PHONE (A/C, No, Ext): (803) 669-3218 FAX (A/C, No): (803) 645-4331 E-MAIL ADDRESS: jjobin@crossagency.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : Ohio Security Ins Co	NAIC # 24082
INSURED Berin Falls Real Estate LLC 12 Pleasant St Colebrook NH 03576		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18-19 GL **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:			BZS57084504	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ Additional Liability \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE 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)

Confirmation of coverage

CERTIFICATE HOLDER

CANCELLATION

Department of Administrative Services Bureau of Court Facilities 25 Capitol Street, Room 115 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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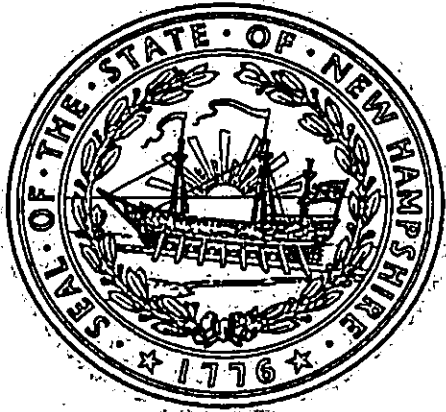
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BERLIN FALLS REAL ESTATE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 18, 2007. 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: 586071

Certificate Number : 0004611306



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of October A.D. 2019.

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

William M. Gardner
Secretary of State

**Berlin Falls Real Estate, LLC
224 Denmark St.
Berlin, NH 03570**

Certificate of Authority

That Alan McLain, on behalf of Berlin Falls Real Estate, is authorized to enter into a specific contract, lease or other agreement and further authorizes said individual to execute any documents which may in their judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said authorization has not been amended or repealed and remains in full force and effective as of October 11, 2019.

Date: 10-29-19



County of Cross, ss.
State of New Hampshire
On this 29th day of October, 2019
Daniel Hebert, Jr.
known to me or proven to be the instrument subscriber,
personally appeared before me and acknowledged that
he/she executed the foregoing instrument.
Jill Young, Notary Public

JILL E. YOUNG, Notary Public
My Commission Expires April 5, 2022

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

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

DATE: October 28, 2019

SUBJECT: Attached Lease Amendment;
Approval respectfully requested.

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

LESSEE: Department of Administrative Services, Bureau of Court Facilities, 25 Capitol Street,
Concord, NH 03301

LESSOR: Berlin Falls Real Estate, LLC. at 244 Denmark Street, Berlin, NH 03570

DESCRIPTION: Lease Amendment: Approval of the enclosed will authorize extending the lease for the Berlin Circuit Court, under the terms of the current agreement while also amending to extend the lease an additional six (6) months to finish negotiations with the GCD and Landlord; the rental space is located on the main level, approximately 9780 SF of 650 Main Street, Berlin, NH. The square footage is reduced since DOE Vocational Rehabilitation will be sign their own lease instead of sub-leasing through Courts.

TERM: Six (6) months, commencing December 1, 2019 ending May 31, 2020

ANNUAL RENT: The approximate annual rate of \$22.00 SF which shall remain fixed for the 6-month term; applied towards the 9,780 SF demise resulting in a total of \$107,580.00, for six (6) months; with a monthly rent rate of \$17,930.00.

JANITORIAL: Included in annual rent

UTILITIES: Included in annual rent

TOTAL COST: Six Month Cost: \$107,580.00 added to the total lease cost; total extended the lease amount of \$ 2,858,386.32

PUBLIC NOTICE: Sole Source amended contract - Court leases exempt from competitive RFP requirements

CLEAN AIR PROVISIONS: No provisions applicable for the amended term

BARRIER-FREE DESIGN COMMITTEE: Review and comment by Committee not required for the amended term

OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Gail L. Rucker, Administrator II

Approved by:
Division of Plant and Property MGMT


Karen Rantamaki, Director



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street - Room 120
Concord, New Hampshire 03301

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LINDA M. HODGDON
Commissioner
(603) 271-3201

October 27, 2008

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities to enter into a new lease with Berlin Falls Real Estate, LLC, 244 Denmark Street, Berlin, New Hampshire 03570 (Vendor number 136035) in the amount of \$2,750,806.32 commencing December 1, 2008 ending eleven years thereafter on November 30, 2019. Occupancy of the premises and commencement of rental payment shall be delayed by twelve months in order to provide time for construction, therefore rental payments will start December 1, 2009 and expire ten (10) years thereafter on November 30, 2019. The total ten year cost of the agreement shall not exceed \$2,750,806.32.

Funds are available in the following account:

010-014-2045-022-0248 (100% transfer funds) (Transfer from AOC)
(Rent from other Agencies)

FY 2010*	\$156,669.24	FY 2015	\$274,788.96
FY 2011*	\$268,575.84	FY 2016	\$277,007.96
FY 2012*	\$270,055.15	FY 2017	\$278,592.96
FY 2013*	\$272,517.19	FY 2018	\$279,332.65
FY 2014*	\$274,260.66	FY 2019	\$281,340.31
		FY 2020	<u>\$117,665.40</u>
			\$2,750,806.32.

*Contingent upon available funding.

EXPLANATION

Under the terms of the enclosed agreement Berlin Falls Real Estate, LLC shall provide 12,680 square feet of 1st floor office and courtroom space in downtown Berlin, NH to be built at 650 Main Street, on the site of the former "Fraser Administration" building. The new building will replace the current "Berlin Court" which is a 5,264 square feet 1st and 2nd floor space rented from the City of Berlin. The current Court is overcrowded housing both the Berlin District and Gorham District Courts with space limitations precluding desired implementation of a "Family Court", space limitations result in poor security for visitors and staff, and there is no viable means of renovating the building to provide accessibility to persons with mobility impairments. These deficiencies cannot be addressed through renovation due to existing restrictive site and building conditions, making relocation the most viable alternative.

His Excellency, Governor John H. Lynch
and the Honorable Council
October 27, 2008
Page 2

There are no current or long-term plans to move the Berlin Court into any State owned facility or to another community, therefore the Department initiated two Requests for Proposals (RFP) space searches over the past three years. The first space search was unable to procure improved leasehold space for the Court. The enclosed Agreement is the result of a February 2008 Request for Proposal reflecting an offer submitted by "Nationwide Construction Consulting LLC" who later established "Berlin Falls Real Estate, LLC to hold title to this property. In addition, in collaboration with the Department of Health and Human Services (DHHS) and Department of Education the lease negotiations were able to incorporate provision of 14,500 square feet of space for the DHHS "Berlin District Office" on the 2nd floor of the new building, and a suite of 2,900 square feet of 1st floor space for Education's Division of Adult Learning and Rehabilitation. The multi-tenant co-location of three State agencies afforded efficiencies in design and offers a beneficial "single point of service" to the citizens of the North Country.

Rental of the 2nd floor Department of Health and Human Services space will be provided under separate lease agreement; however rental of the 1st floor Department of Education space is provided under "sublet" terms of the enclosed agreement, with remittance of rent to be made to the Bureau of Court Facilities by "Education" under the terms of a pending interagency agreement with a term beginning and ending coterminous with the enclosed. Providing the space required for Education in this manner allows the Landlord to present a more favorable contractual package – two separate leases instead of three – to financial institutions when requesting final loan approval for construction of the new building. Relocation of Education's current Adult Learning and Rehabilitation office is desirable due to current crowded conditions, its location in an "outlying" area of Berlin which is inconvenient to citizens, and its limited accessibility to persons with mobility impairments – only the first floor is accessible. Education will use 2,900 square feet of the 12,680 square feet rented to Bureau of Court Facilities, resulting in 9,780 square feet as the Court's actual allocation of space. As with the Courts, "Education's" space shall be constructed to their program specifications and since these are less extensive/expensive than those of the Court's, their "fit up cost" and commiserate rental rate has been adjusted accordingly.

The enclosed Agreement provided by Berlin Falls Real Estate, LLC, was offered to the Department of Administrative Services as a ten-year lease, with no options for extension of the term, with the rate structure as follows: The annual rent shall be \$268,575.84 which is approximately \$21.18 per square foot year one and year two, increasing thereafter to \$271,111.80 or \$21.38 per square foot year three, \$273,521.04 or \$21.57 per square foot year four, \$274,788.96 or \$21.67 per square foot year five and six, \$278,592.96 or \$21.97 per square foot year seven and eight, \$279,861.00 or \$22.07 per square foot year nine, and \$282,396.96 or \$22.27 per square foot year ten. The total escalation over the term of the lease is approximately 5.40 %. The Department of Education's "sublet" annual rental payments to the Bureau of Court Facilities shall defray a portion of the costs listed above, they will also remit their prorated share (approximately 11% of total cost) of the additional cost for provision of heating fuel, electricity and janitorial services.

~~The lease rate is structured to be payable as a modified gross lease, inclusive of real estate taxes, insurance and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, elevator repair and maintenance, water and sewer, and landscaping). The Bureau of Court Facilities is responsible for the additional cost of providing heat, electricity and janitorial services. Although a full gross lease inclusive of these additional expenses was requested the Landlord, due to recent escalated utility costs and their future trends, was unwilling to speculate these costs over the ten-year lease term.~~

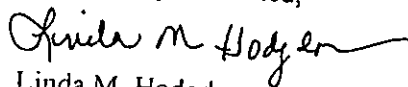
The first year's cost for heat and electricity is estimated at \$50,720.00, equivalent to \$4.00 per square foot. The estimated cost for janitorial services the first year is \$19,273.60, equivalent to \$1.52 per square foot. These costs add an additional \$5.52 per square foot to the lease rate if compared to a full gross lease, resulting in a first year comparable full gross lease rate of \$26.70 per square foot. By agreeing to a modified gross lease the State pays only the actual cost for utilities and janitorial services, with no estimated/additional inflation factor added for the protection of the Landlord which would otherwise be incurred. The Bureau of Court Facilities will use of the State's heating oil contract which provides discounted pricing, which should be considerably less than the Landlord would be able to provide. The janitorial services will be provided by "in house" part-time janitorial staff. The estimated heat, electricity and janitorial expenses will be paid unencumbered and will not require addition Governor and Council approval. This rate structure, during these uncertain economic times, should prove advantageous.

As part of this lease agreement a special provision (Exhibit E paragraph 3.4) will make commencement of the Term after receipt of all required State of New Hampshire approvals contingent upon the Landlord obtaining investor approval, receipt of project financing, and issuance of Federal "New Market Tax Credit" for the project. Preliminary application has been made; however the Landlord cannot obtain final receipt and issuance until after the Agreement obtains all required State authorization.

In accordance with RSA 4:39-b, waiver of the five-year term limitation was approved by the State of New Hampshire "Long Range Capital Planning and Utilization Committee" at their meeting held on October 21, 2008.

The Office of the Attorney General has reviewed and approved this lease agreement.

Respectfully submitted,



Linda M. Hodgdon
Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: October 28, 2008

SUBJECT: Attached Lease;
Approval respectfully requested.

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

LESSEE: Department of Administrative Services, 25 Capitol Street, Concord, NH 03301

LESSOR: Berlin Falls Real Estate, LLC, 244 Denmark Street, Berlin NH 03570

DESCRIPTION: New long term lease. Approval of the enclosed will authorized the rental of 12,680 square feet of 1st floor space to be built to Tenant specifications in a two story building which shall be located at 650 Main Street, Berlin NH. The proposed space will replace the currently crowded (5,264 square foot) Berlin Court which due to architectural limitations is inaccessible to persons with mobility impairments, provides poor security and cannot accommodate the "Family Court". In order to provide "one stop" downtown State services the Department of Health & Human Services (under separate rental agreement) also proposes to rent space in this building on the 2nd floor, while the Department of Education's regional Vocational Rehabilitation services office shall sublet 2,900 square feet of 1st floor space from DAS. This lease is contingent upon obtaining approval for both the DHHS and DAS proposed leases and the Lessor obtaining the required financing.

TERM: Eleven (11) years, commencing December 1, 2008 ending November 30, 2019.
Commencement date for agency payment of rent and occupancy of the space shall be delayed until December 1, 2009 (one year) thereby providing time for the Landlord to undertake and complete construction.

ANNUAL RENT:

Year 1: \$268,575.84; \$21.18 per sq ft	Year 2: \$268,575.84; \$21.18 per sq ft
Year 3: \$271,111.80; \$21.38 per sq ft	Year 4: \$273,521.04; \$21.57 per sq ft
Year 5: \$274,788.96; \$21.67 per sq ft	Year 6: \$274,788.96; \$21.67 per sq ft
Year 7: \$278,592.96; \$21.97 per sq ft	Year 8: \$278,592.96; \$21.97 per sq ft
Year 9: \$279,861.00; \$22.07 per sq ft	Year 10: <u>\$282,396.96; \$22.27 per sq ft</u>
TOTAL RENT: \$2,750,806.32	

JANITORIAL: Additional Tenant cost, estimated at \$29,273.60 (\$1.52 per sq. ft.) year one.

UTILITIES: Additional Tenant cost, estimated at \$50,720.00 (\$4.00 per sq. ft.) year one.

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

TOTAL TERM COST: Rent + Tenant's jani/Utilities (escalated at 2.5% annually): \$3,534,971.42

PUBLIC NOTICE: Complied with all requirements. Three proposals were received and reviewed, the one which offered a "downtown" location at the most cost effective rate was selected.

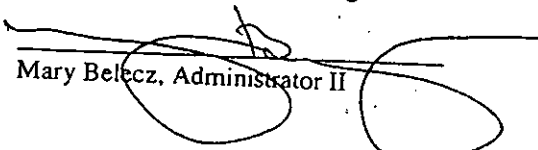
CLEAN AIR PROVISIONS: Complies. After completion of construction but prior to occupancy the space will be tested for compliance, thereafter the results will be sent for certification to the Department of Environmental Services. Any deficiencies shown by the testing results will be remedied by the Landlord.

BARRIER-FREE DESIGN COMMITTEE: Complied with requirements. "Conditional" approval given based on "design intent" drawings and specification, receipt of final approval contingent upon the Committee's review of the Landlord's architectural/construction drawings and specifications.

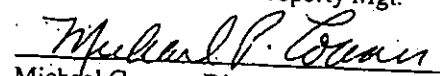
OTHER: The enclosed represents lengthy "best efforts" to procure a much needed new location for the Berlin Court. Favorable consideration is recommended.

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

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


Mary Belec, Administrator II

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


Michael Connor, Director



LRCP 08-057

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

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

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

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

October 23, 2008

Linda Hodgdon, Commissioner
Department of Administrative Services
State House Annex, Rm 120
25 Capitol Street
Concord, New Hampshire 03301

Dear Commissioner Hodgdon,

The Long Range Capital Planning and Utilization Committee, pursuant to the provisions of RSA 4:39-b, on October 21, 2008, approved the request from the Department of Administrative Services, to enter into an 11 year lease-agreement with Berlin Falls Real Estate, LLC, with no extension option, for 12,680 square feet of 1st floor office and courtroom space at 650 Main Street, Berlin, to commence December 1, 2008, with occupancy of the premises and rental payments to begin December 1, 2009 through November 30, 2019 for the amount of \$2,750,806.32, broken down annually, with a portion of the costs to be defrayed by a 10 year sublet of 2,900 square feet to the Department of Education, Division of Adult Learning and Rehabilitation, for the amount of \$567,616.92, broken down annually, as specified in your letter dated September 25, 2008.

Sincerely,

Michael L. Buckley, CPA
Legislative Budget Assistant

MLB/pc
Attachment

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 23 day of Sept. 2008, by the following

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

Name: Berlin Falls Real Estate, LLC

(if corporation, give full corporate name)

State of Incorporation: _____

(if applicable)

Business Address: 244 Denmark Street

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

Berlin

City

NH

State

03570

Zip

(410) 336-4961

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: Administrative Services

Address: State House Annex, Rm. 420, Bureau of Court Facilities, 25 Capitol Street

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

Concord

City

NH

State

03301

Zip

(603) 271-1143

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: 650 Main Street

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

Berlin

City

NH

State

03570

Zip

The demise of the premises consists of: 12,680 square feet of 1st floor space.

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

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

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

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of Eleven (11) year(s), commencing on the 1st day of December, in the year 2008, and ending on the 30th day of November, in the year 2019, unless sooner terminated in accordance with the Provisions hereof.

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

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

~~3.2.1 Delay in Occupancy, Commencement Date Extensions:~~
~~(optional clause, replaces 3.2 above, applicable only if the selection box is marked)~~

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

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

~~3.4 Conditions on the Commencement and Extension of Term~~

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

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

4. Rent, Additional Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit. The first such installment to be due and payable on the following date: *(insert month, date and year)* December 1, 2009. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

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

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

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

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

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

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

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

5. Conditional Obligation of the State: See Exhibit E for text replacing 5. "Conditional Obligation" Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

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

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

OR: See Exhibit E for text replacing 6 "Utilities"

The Landlord shall at his own and sole expense furnish all utilities, except those listed below; Utilities and maintenance items not included in the statement selected above shall be defined as the (document the utilities not to be provided in the space below, or further define in Exhibit E)

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

7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same:**
7.1 **Use of Premises:** The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* The Premises shall be used and occupied by the Berlin District and Courts, and by the Department of Education's Vocational Rehabilitation Services. and for any other reasonable purposes that may arise in the course of the Tenant's business.

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

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

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

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

9. **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that, where such work is of a structural nature, the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.
9.1 **Manner of Work:** All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (tenant or landlord) responsible for the performance of alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as

Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

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

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

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

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

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

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

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

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

10.2.1 **Extension of Time for Completion:** If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) 60 days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) 30 days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

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

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

11. ~~Quiet Enjoyment: Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.~~
See Exhibit E for supplemental text replacing "11. Quiet Enjoyment"
12. Signs: Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.
13. Inspection: Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or of showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. Assignment and Sublease: This lease shall not be assigned by the Landlord or Tenant without the prior written consent of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
See Exhibit E for supplemental text modifying "15. Insurance?"
15. Insurance: During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein as "Exhibit F".
- 15.1 Waiver of Subrogation: *(optional clause, applicable only if selected)* Selected
Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.
16. Indemnification: Landlord will save Tenant harmless and will indemnify Tenant from and against any and all losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority.
- 16.1 Acts or Omissions of Landlord: On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
17. **Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, casualty 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, casualty, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 **Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 **Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.
- 18 **Event of Default; Termination by the Landlord and the Tenant:**
- 18.1 **Event of Default; Landlord's Termination:** In the event that:
- 18.1.1 **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- 18.1.2 **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
- 18.2 **Landlord's Default; Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.
- 18.3 **Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

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

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

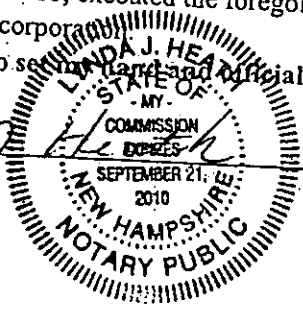
TENANT: The State of New Hampshire, acting through its' Department of Administrative Services

Authorized by: (give full name and title) Lynda McHoyen, Commissioner

LANDLORD: (give name of either the corporation or the individual) Berlin Falls Real Estate LLC

Authorized by: (give full name and title) Alan McLain Manager

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) September 23 2008, appeared before me (print full name of notary) Lynda J. Heath, the undersigned officer personally appeared (insert Landlord's signature) Alan McLain who acknowledged him/herself to be (print officer's title, and the name of the corporation) Berlin Falls Realty LLC manager 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 Berlin Falls Realty LLC and official seal. (provide notary signature and seal)
In witness whereof I hereunto set my hand and official seal.

Lynda J. Heath


APPROVALS:

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

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

Approval date: October 16, 2008

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: NOV 19 2008

Signature of the Deputy Secretary of State: [Signature]

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

EXHIBIT A

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

1. ~~The TOTAL Demise of Premises~~ for the Tenant (Department of Administrative Services, Bureau of Court Facilities) shall be 12,680 SQUARE FEET OF SPACE located on the first floor of the building to which the Premises are a part, calculated and assigned as follows:
 - a. 9,780 square feet of space shall be for the Bureau of Court Facilities exclusive use.
 - b. 2,900 square feet of space shall be sublet to the Department of Education, Vocational Rehabilitation (VR) Bureau for their exclusive use.
2. The Demise of the Premises shall include the Landlord's provision of parking spaces which shall be at no additional charge to the Tenant and provided as set forth in Exhibit D paragraph "P - Parking" herein. The Landlord shall designate and reserve all parking in conformance with the specifications set forth in paragraph "P - Parking" for the Tenant's exclusive use.

EXHIBIT B

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

The Premises are comprised of approximately 12,680 square feet of space (as set forth in "Section 2" and "Exhibit A" herein) of which 9,780 square feet has been allocated to the Court, and 2,900 square feet has been allocated to "Vocational Rehabilitation" (VR) to whom the Tenant intends to sublet. These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. Notwithstanding the forgoing, the Tenant shall pay the monthly and annual "totals payable by Tenant" set forth in the "Rental Schedule".

As provided by Section 3.2.1 herein after commencement of the Agreement herein the Term for the Tenant's occupancy and commencement of rental payments shall be delayed until December 1, 2009, thereby providing the Landlord time for construction and substantial completion of the renovations specified in Exhibit D herein.

The "Rent" set forth in the following includes but is not limited to the Landlord's provision (at no extra charge) of all "Common Area" (CA) maintenance charges, cost of insurance, cost of property taxes, and water and sewer services for the Premises. The Tenant shall be responsible for making direct, separate payments to the providers of heating fuel, electricity, janitorial services and data/telecommunications services for the Premises.

The rent due for the Premises during the ten-year Term shall be as set forth in the following rental schedule:

Rental Schedule:

	Tenant and sublet	Approx. Sq. Ft Cost *	Monthly Rent (12 equal payments)	Annual Rent
(1) 12/01/09- 11/30/10	Tenant (Court)	\$21.81	\$17,775.15	\$213,301.80
	Sublet (Voc. Rehab)	\$19.06	\$4,606.17	\$55,274.04
Yr 1 totals payable by Tenant:			\$22,381.32	\$268,575.84
(2) 12/01/10- 11/30/11	Tenant (Court)	\$21.81	\$17,775.15	\$213,301.80
	Sublet (Voc. Rehab)	\$19.06	\$4,606.17	\$55,274.04
Yr 2 totals payable by Tenant:			\$22,381.32	\$268,575.84

Year & Anniversary dates	Tenant and sublet	Approx. Sq. Ft Cost*	Monthly Rent (12 equal payments)	Annual Rent
(3) 12/01/11- 11/30/12	Tenant (Court)	\$22.01	\$17,938.15	\$215,257.80
	Sublet (Voc. Rehab)	\$19.26	\$4,654.50	\$55,854.00
Yr 3 totals payable by Tenant:			\$22,592.65	\$271,111.80
(4) 12/01/12- 11/30/13	Tenant (Court)	\$22.20	\$18,093.00	\$217,116.00
	Sublet (Voc. Rehab)	\$19.45	\$4,700.42	\$56,405.04
Yr 4 totals payable by Tenant:			\$22,793.42	\$273,521.04
(5) 12/01/13- 11/30/14	Tenant (Court)	\$22.30	\$18,174.50	\$218,094.00
	Sublet (Voc. Rehab)	\$19.55	\$4,724.58	\$56,694.96
Yr 5 totals payable by Tenant:			\$22,899.08	\$274,788.96
(6) 12/01/14- 11/30/15	Tenant (Court)	\$22.30	\$18,174.50	\$218,094.00
	Sublet (Voc. Rehab)	\$19.55	\$4,724.58	\$56,694.96
Yr 6 totals payable by Tenant:			\$22,899.08	\$274,788.96
(7) 12/01/15- 11/30/16	Tenant (Court)	\$22.60	\$18,419.00	\$221,028.00
	Sublet (Voc. Rehab)	\$19.85	\$4,797.08	\$57,564.96
Yr 7 totals payable by Tenant:			\$23,216.08	\$278,592.96
(8) 12/01/16- 11/30/17	Tenant (Court)	\$22.60	\$18,419.00	\$221,028.00
	Sublet (Voc. Rehab)	\$19.85	\$4,797.08	\$57,564.96
Yr 8 totals payable by Tenant:			\$23,216.08	\$278,592.96

(9) 12/01/17- 11/30/18	Tenant (Court)	\$22.70	\$18,500.50	\$222,006.00
	Sublet (Voc. Rehab)	\$19.95	\$4,821.25	\$57,855.00
Yr 9 totals payable by Tenant:			\$23,321.75	\$279,861.00
(10) 12/01/18- 11/30/19	Tenant (Court)	\$22.90	\$18,663.50	\$223,962.00
	Sublet (Voc. Rehab)	\$20.15	\$4,869.58	\$58,434.96
Yr 10 totals payable by Tenant:			\$23,533.08	\$282,396.96
TEN YEAR TERM TOTAL:				\$2,750,806.32

*Annual rent has been rounded to nearest whole number divisible by 12 equal monthly payments.

EXHIBIT C

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

1. The Tenant shall assume responsibility for and pay for all janitorial services to the Premises during the term herein. These services shall include, but not be limited to, the following:

- ~~Daily Vacuuming of all floors in the Premises~~
- Daily Damp mop cleaning of the resilient flooring in the rest room.
- Daily Cleaning of all fixtures and surfaces within the rest room
- Consistent Provision of all supplies within the rest room, such as toilet paper and paper towels, and
- Daily Disposal of all office rubbish from wastebaskets and containers within the Premises. The Tenant and or the Tenant's janitorial service provider shall bag and remove all garbage, rubbish, debris and other refuse from the Premises daily and deposit it in a dumpster or compactor maintained by the Landlord.

2. The Landlord shall assume responsibility for and pay for the following:

- a. The Landlord shall be responsible for the replacement of any expired light bulbs, lamps and/or fluorescent tubes in the interior of the Premises; and,
- b. The Landlord shall be responsible for the replacement of any expired or broken light bulbs, lamps and/or fluorescent tubes located at the exterior of the Premises and/or fixtures in the parking lot and site areas serving the Premises; and,
- c. ~~The Landlord shall be responsible for the replacement of any and all (regardless of interior or exterior) broken or improperly operating light fixtures, and/or ballasts throughout the Premises.~~
- d. The Landlord shall be responsible for cleaning the exterior surfaces of all windows within the Premises annually.
- e. The Landlord shall be responsible for providing a dumpster or compactor maintained by the Landlord on a pad located within the site to which the Premises are a part. Use of the Landlord's dumpster or compactor shall be without additional charge to the Tenant, included in the annual rent.
- f. The Landlord is responsible for the timely provision of all services specified herein in section 8.1 "Maintenance".

EXHIBIT D

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

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

1. All renovations, new construction and alternations shall be provided as described in the documents and drawings herein, and as set forth in Section "9 Alterations" which requires compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006, ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations). The Landlord's construction drawings and specifications - which shall be based upon the drawings and documents herein - shall be submitted to the local authority having jurisdiction (i.e. the building inspector) and the State of NH Architectural Barrier-Free Design Committee for review and approval prior to commencement of work. Said drawings and specifications shall be amended thereafter as needed to include provision and conformance with any corrective comments or stipulations from the above reference authorities provided said comments or stipulations are required for conformance with the above referenced codes.
2. In addition to the foregoing, the Tenant shall provide and "Assistive Listening System" in both Courtrooms of the Premises within thirty (30) days of the commencement of rental term. Provision said systems shall be in compliance with the International Building Code (IBC) 2006 section 1108.2.6 "Assistive Listening Systems"

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

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

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

Exhibit D continued:

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

No later than December 1, 2009, the Landlord shall (at the sole expense of the Landlord) substantially complete provision of all new construction and improvements to the Premises delivering it in "turn key" condition to the Tenant. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth herein titled "Tenant Improvement Specifications". Additionally, the Landlord's minimum obligation regarding provision and fit up of the Premises shall include provision of an interior layout which conforms to the attached architectural floor plan titled "BERLIN DISTRICT COURT - PRELIMINARY LAYOUT". The Landlord shall provide the layout, adjacencies, sizes (minimum sizes are shown) and types of rooms/areas shown, and provide discreet (separate) public, staff and security entrances as shown. Notwithstanding the foregoing the Tenant shall allow for reasonable variation from the plan if needed in order to accommodate structural and/or mechanical requirements, however in no instance shall columns be acceptable in the interior space of either of the two "Courtrooms".

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

The Tenant shall utilize any recycling services that become readily available at the Premises during the Term herein.

EXHIBIT D PART III: TENANT IMPROVEMENT SPECIFICATIONS

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

DWG-1: Berlin District Court – Preliminary Layout

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

A. **GENERAL PROVISIONS:**

A.1. **Basic Definitions**

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

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

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

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

B. GENERAL CONDITIONS:

- ~~B.1. Design and Plans: The plans and specifications set forth herein shall be referenced by the Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed in order to provide BCF with new rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in the Landlord's lease to the Tenant. If the Landlord wishes to deviate from the floor plans depicted herein, the Landlord shall incorporate the scope of work and design intent depicted in the documents herein to ascertain the manner and cost in which any proposed deviation from this plan may be proposed. The Landlord's proposal for provision of any alternative manner of providing new Premises for the Tenant shall be inclusive of the level, scope and type of construction and fit up depicted herein.~~
- B.1.1. The Landlord shall provide electronic copies of all plans (*.dwg AutoCAD format), inclusive of as-built drawings as part of the project close out.
- B.2. Permits and Testing: The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-1198 citations, the NH State Building Code (IBC 2006, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act-Standard for Accessible Design (ADAAG citations). The costs of said permits and testing shall be borne solely by the Landlord.
- B.2.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.
- B.2.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant, prior to the Tenant accepting the space.
- B.2.3. Prior to Tenant occupancy the Landlord shall provide certification of compliance with RSA 10:B "Clean Indoor Air" requirements as issued by Department of Environmental Services, or proof that application for said certification has been made.
- B.2.4. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC for additional approvals.
- B.2.5. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous materials prior to construction. The Landlord shall provide notification of any and all Hazardous materials and proposed remediation to the Tenant. All materials shall be handled in accordance with the requirements of the authorities having jurisdiction. The Landlord shall also be responsible to provide to the Tenant a certified Affidavit of Environmental Conditions Statement.
- B.2.6. The Landlord shall be responsible for submitting any and all stamped documents to the municipality or party of governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.
- B.3. The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job

notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.

B.4. Shop drawings of millwork, product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the Documents herein prior to submission for Tenant review. The Tenant shall expedite all review, taking no more than 5 workdays to accept, accept as noted or reject a submittal.

B.4.1. ~~The Landlord shall review for compliance and approve and submit to the Tenant Shop Drawings, Product Data, Samples and similar submittals required by the Tenant with reasonable promptness and in such sequence so as not to cause delay in the Work. Submittals which are not marked as reviewed and approved by the Landlord shall be returned by the Tenant with No Action Taken.~~

B.4.2. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Landlord represents that the Landlord has determined and verified materials, field measurements and field construction criteria related to the submittal, or will do so, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Work and the Tenant.

B.5. MSDS (Material Safety Data Sheets)

B.5.1. The Landlord shall submit MSDS for ANY and ALL materials introduced to the site via the construction process to Tenant. The delivery of the MSDS shall be made available to Tenant prior to the use of the products at the site. This will enable Tenant to review submittals for possible adverse health risks associated with the products.

B.5.2. At time of occupancy by the Tenant the Landlord shall provide the Tenant MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form ~~presented in three ring binders, categorized in Construction Standards Institute (CSI) format.~~

B.6. The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.

B.7. Coordination: Reflective ceiling plan, lighting, fire protection, HVAC distribution/controls, structural columns and any and all other building components/elements shall be coordinated between the Landlord and the Tenant.

C. **STANDARDS and SPECIALTIES:**

C.1. Materials and Finishes: With respect to the build-out of the interior space otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space. 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.

C.2. Ceiling Heights: Where possible, the following ceiling heights are preferred:

C.2.1. Lobby Area: 9 feet in all areas, except for Court rooms

C.2.2. Court Rooms: 10 feet

C.2.3. All other areas shall not exceed the above heights.

C.3. Ceiling Materials: Minimum standards: Grid: *Armstrong - Prelude ML 15/16"* Exposed Tee System. Tile: *Armstrong - Fissured Minaboard, 2x2* and/or *2x4* ceiling tile panel is acceptable, alternative proposed "equals" may be submitted to Tenant for their consideration.

- C.4. Security Observation Mirrors: To be provided at the Lobby Area. Coordinate location with Tenant. Specifications: 18" Type: convex.
- C.5. Window Treatments: Landlord to provide at all exterior and interior glazing.
- C.5.1. Specification: Manufacturer: *Hunter-Douglas*; Model: *Celebrity*; Type: 1" horizontal. Color to be selected by the Tenant.
- C.5.2. Alternate/Optional Specification: Fire Rated "Sheer Weave Style 3000", fiberglass vinyl coated fabric with average openness of no more than 14%. Roller Shade system with continuous loop beaded chain and Clutch operated-roller-system. Manufacturer: *Phifer Wire Products Inc.*, *Castec Shading Inc.* or equal. Fabric color to be "Pearl White". Shades to extend the full height of all exterior windows, terminating at the windowsill. All shades to be mounted using manufactures recommended heavy duty mounting brackets depending upon review of field applications. Overhead Bracket size to be utilized is contingent upon clearances needed, standard bracket is 1 1/2". All shades to have standard manufactures valance system to conceal mounting brackets.
- C.6. Systems Furniture for open office area: provided by the Tenant
- C.6.1. Space Requirements: Provide open office areas as shown on the attached plans to accommodate Tenant's modular furniture panel systems workstations, each measuring approximately 6'-0" X 8'-0" (interior) with panels that each are 2 1/4" thick, with variable heights. The layout provides for common file areas and shared electrical equipment spaces (called "Hot Boxes" herein) at the end of the run of certain work stations. Modular furniture panels, work surfaces, power and data management poles shall be provided by the Tenant's systems (modular) furniture manufacturer.
- C.6.2. Electrical Requirements: Include provision and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 - hot; 2 - neutrals and 2 - grounds. Weather-tight or similar projection shall be required between junction box and connection to the specified power pole or base race way "whips". System furniture standard connectivity power whip does not exceed 6'. As an estimate of required circuitry, provide one circuit per three workstations shown.
- C.6.3. Telephone & Data Requirements: Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas.
- C.6.4. Landlord's electrician to be responsible for the hard-wire hook-up of all Tenant workstations to either the ceiling or wall mounted electrical junction boxes, installation responsibility shall also include the securing and anchoring of all communications and electrical poles.
- C.7. Doors and Hardware (typical - unless noted otherwise):
- C.7.1. Hydraulic Overhead Door Closer Devices: Shall be heavy-duty commercial grade.
- C.7.2. Electromagnetic Locks: Recommended manufacturer: *Locknetics Security Engineering - Series 268 Surface Mounted POWERLOCK II*. See *Typical Door Schedule* for approximate locations, types and quantities required.
- C.7.3. Vandal Resistant Hinges: Non-removable pin (NRP) hinges shall be provided at all exterior doors. All hinges shall be heavy duty steel and vandal resistant, color: silver coated or stainless steel.
- C.7.4. Latch Protectors: To be provided at all exterior doors. All latch protectors shall be: heavy duty steel, furnished with washers and vandal resistant fasteners, color: silver coated or stainless steel. Latch protectors shall be a minimum size of 2-3/4" X 7", and shall completely cover strike plates.
- C.7.5. Electric Door Strikes: Recommended manufacturer: *Folger-Adams - Series 300*, heavy duty commercial grade, 24 v DC continuous duty, all installations are to be mortise type.

- C.7.5.1. Installation shall include supplying and installing all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).
- C.7.5.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant's security equipment vendor.
- C.7.5.3. Electric Strike Function, e.g., fail-safe or secure, to be defined by Tenant and shall comply with requirements of applicable codes.

C.8. Door Assemblies: All interior and exterior doors with the exception of "Detention" door-assemblies shall be 3'-0" X 6'- 8" and shall be installed with the clearances required by the accessibility requirements of the codes set forth in B.2 herein. Minimum standards: Hollow metal doors @ 18 gauge; full flush styrene core insulated doors at all exterior doors. Solid core wood door blanks for all interior doors. All interior doors for the "Court" portion of the Tenant's Premises shall be Birch, with min. 3 coats natural finish. Interior doors for the "Department of Education" portion of the Tenant's Premises may, at the Landlord's option, be paint grade, with at least one coat of primer and two coats of semi-gloss paint.

C.9. Door Closer Devices: Shall be installed in all locations required to have said devices in order to comply with Life Safety and accessibility requirements of the codes set forth in B.2. These closer devices shall be provided in addition to those door assemblies identified in the attached *Door and Hardware Schedule*. A maximum push/pull effort of 5 lbf is required at all interior doors, with exceptions as allowed for fire doors and security-use only doors.

C.10. Door Frames:

C.10.1. Exterior Doors: Welded metal frame @ 16 gauge

~~C.10.2. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge~~

C.10.3. Interior Doors: Knock-down metal frame @ 16 gauge

C.10.4. Detention Door frames: Shall be heavy-duty series 230, manufactured by Trussbilt (or acceptable equal such as IMS Johnson Inc. Lake Bluff Illinois) 3570 Lexington Avenue N., St. Paul, Minnesota.

C.10.4.1. Frames shall be press brake formed of hot rolled, pickled and annealed 12 gauge sheet steel. Frames shall have corners fully mitered, continuously welded at miters, and all welds ground smooth.

C.10.4.2. Manufacturer shall provide the required wall and floor slab anchorage for all frames. A temporary, channel-shaped steel spreader shall be welded between formed jamb stops at bottom of frame, to be removed before door is hung.

C.10.4.3. After fabrication, each frame shall be degreased. Apply one (1) coat of red oxide prime covering all surfaces without runs, smears and bare spots. Frames should be painted before removable glazing stops are applied. The underside of all removable stops must be primed before installation.

C.11. Door Types:

C.11.1. Interior Doors: Solid core wood door blanks for all interior doors. All interior doors for the "Court" portion of the Tenant's Premises shall be Birch, with min. 3 coats natural finish. Interior doors for the "Department of Education" portion of the Tenant's Premises may, at the Landlord's option, be paint grade, with at least one coat of primer and two coats of semi-gloss paint.

C.11.2. Exterior and Security Doors: All exterior doors shall be equipped with:

C.11.2.1. Panic Hardware: Recommended manufacturer: Von Drupin. Mortise lock devices are preferred over rim set types. Note - may not be required on all security doors.

C.11.2.2. Door Assembly: Metal door with full flush styrene core insulation and welded frame, including narrow light vision panel (approx. 4" X 25) with security wire mesh.

C.11.2.3. Lockset: Storeroom type.

C.11.2.4. Hydraulic overhead door closer device.

- C.11.2.5. Electric Door Strikes: To be provided at all exterior doors. <<controlled access points>>
- C.11.3. Detention Doors: Manufactured by Trussbilt (or acceptable equal) 3570 Lexington Avenue N., St. Paul, Minnesota. Doors to be heavy-duty series 230, with 14 gauge faces sheets.
- C.11.3.1. Detention Doors shall be fitted with vision lites and food pass sleeves.
- C.11.3.2. Doors and Frames shall be adequately mortised and reinforced for all mortise type security Hardware and reinforced for all surface hardware. Size and thickness of reinforcements shall be not less than those utilized in successful door and frame testing, as reviewed by the independent testing laboratory. All screw holes for attaching mortise type hardware shall be drilled and tapped in the doors and frames at the hollow metal manufactures factory.
- C.11.3.3. All screw holes for attaching surface hardware shall be drilled and tapped in the filed, by the door and frame erector.
- C.11.3.4. Where exposed screws occur for fastening glazing stops, lock cover plates, etc., they shall be pin type internal socket head machine screws of the appropriate head design, diameter and length to maintain the intended grade of security denoted by the category of Security and Detention doors and frames.
- C.11.3.5. After fabrication, door shall be pressure sanded to clean and smooth all surfaces. All irregularities shall be corrected with metallic putty and sanded smooth. Apply two coats of red oxide prime; each coat baked on.

C.11.4. Door Hardware:

C.11.4.1. Recommended manufacturer: Corbin/Russwin:

C.11.4.2. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application

C.11.4.3. Interior Door Hardware: Shall be keyed cylindrical lever locksets for standard commercial use, rated for commercial grade 2 application.

C.11.5. Detention Door Hardware: Detention Mechanical Locksets:

C.11.5.1. Detention Door Raised Pull: Shall be ¾" overall of cast manganese bronze. Pulls shall be one piece cast construction. Hand fold shall be 5 ¼" long with 1 ½" clearance. Secure with two (2) oval head Torx screws.

C.11.5.2. Detention Door Flush Pull: Shall be 4" wide x 1/8" thick x 5" high of cast manganese bronze. Provide a pocket set back of approx. 7/8". Secure with four ¼" x 20 x 5/16 oval; head Torx screws.

C.11.5.3. Detention Hinge Type: Hinges shall be full mortise type, with hospital tip, and have a fully concealed non-removable pin. Hinges shall be 4 ½ x 4 ½ with 3/16" thick leaves, and integral case security stud. Hinges leaves shall be investment cast from 304 stainless steel having a tensile strength of not less than 60,000 pounds per square inch of cross section. Hinges shall have two sets of hardened steel races, with 3/8" diameter stainless steel balls. Hinge pins are to be stainless steel, not less than 9/16" in diameter. Each hinge leaf will have a security stud 15/32" in diameter x ½" high, case as an integral part of each leaf. The entire assembly is to be cross pinned at assembly. Hinges are to be secured with 8#12-24 x ½" flat head torx stainless steel screws. Provide test data to show that hinges have been tested.

C.12. Hardware Standards:

C.12.1. Keyway: L-4.

C.12.2. Interchangeable Cores: All exterior doors and the Data/Tele Room shall be provided with interchangeable cores.

C.12.3. Trim Design: Newport

C.12.4. Type: Lever (NSD) - Cast brass.

C.12.5. Finish: To match hardware finish

C.12.6. Replacement Keyway Cylinders: (if applicable) Recommended hardware shall be Corbin/Russwin. See Section 3.13 above.

- C.12.6.1. Keyway Standard: L-4.
- C.12.6.2. Replacement cylinders: Original factory equipment cylinders only.
- C.12.6.3. Finish: To match hardware
- C.12.7. Keying: Three levels of keying are required: Tenant's grand master, Master, and change keys. The Tenant will coordinate its keying requirements with the Landlord.
 - C.12.7.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."
 - C.12.7.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
 - C.12.7.3. Grand Master: Provide twelve (12) keys.
 - C.12.7.4. Masters: Provide sixteen (16) keys.
 - C.12.7.5. Change Keys: Provide three (3) keys for the building
- C.12.8. In addition to the above keys, provide 10 blanks of each key section used.
- C.12.9. Mechanical Detention Lock: Lock shall be 8 ¼" x 1 ½" x 4 ½" with a malleable iron case with steel cover. The working parts shall be constructed of corrosion resistant parts. Latch bolt snap-locks automatically when door is closed. Half turn by paracentric key retracts latchbolt. A full turn of the key in the opposite direction deadlocks the latchbolt. Keying shall be accomplished with a one-piece bronze alloy key cylinder with paracentric keyway and five lever tumblers made of spring temper brass, activated by heavy phosphor-bronze springs. Latchbolt shall be 2" x ¾" solid galvanized steel with two hardened steel roller pins concealed within. Bolt throw shall be ¾". Case and cover shall be factory primed for painting. Latch and key operated deadlock shall be keyed one or two sides as indicated in the door schedule. Locks shall have been tested and listed for fire door assemblies under UL10B, ASTM E125 and NFPA 252-1984.
- C.13. Key Control System: Provide a key control system including labels, tags with self locking clips, 3-way visible card index, temporary markers, permanent markers, and standard metal key cabinet, all as recommended by system manufacturer, with capacity for 150 percent of the number of keys provided to the Tenant at occupancy.
 - C.13.1. Provide complete cross index system set up by key control manufacturer, and place keys on markers and hooks in cabinet as determined by final keying schedule.
 - C.13.2. Provide hinged-panel type cabinet for wall mounting; install in "Maintenance Office".
- C.14. Millwork:
 - C.14.1. All Millwork items are to be provided by the Landlord as shown conceptually in the attached drawings including: The Bailiff Station (not including the magnetometer) at the public entry, the transaction counters, transaction windows and work counters at the Clerk's area, the kitchenette at the staff lounge, the "litigation rails" between the courtroom spectators and litigants, the Judicial Millwork and the (two) counters and secure transaction windows at the "prisoner interview" room. All court room millwork is further defined in paragraph "I SPECIALTY AREAS" herein. All millwork shall comply with the code requirements set forth in paragraph B.2 herein.
 - C.14.2. The Landlord's financial responsibility for the provision of the "Judicial Benches" (Quantity of two total) shown at the front of Court A and B, shall be limited to (capped at) \$40,000.00 total. Reference "SPECIALTY AREAS" herein for further specifications.
 - C.14.3. Court Room Benches referred to herein as "Pews": Provide and install hardwood pews configured as shown on plan. Units shall be either new or used, if used they shall be reconditioned and altered in length as necessary to provide the layout shown in the floor plan.
 - C.14.3.1. Pews shall be securely installed by the Landlord, lagged to the floor (through the carpet) to prevent any movement.
 - C.14.4. Shop Drawings, Product Data, Samples and similar submittals for Millwork shall be required. The purpose of their submittal is to demonstrate the way in which the Landlord proposes to provide the Tenant with each particular millwork item, in conformance with the general information and design concept expressed herein and in other Documents.

- C.14.5. Laminates: Manufacturer: Wilsonart, Pionite and/or Formica. Color: To be determined by Tenant. Texture: standard matte finish high pressure laminate
- C.14.5.1. Bailiff Station at Public Entrance Lobby: Provide and install millwork in the configuration indicated on the attached plan. Countertop(s) shall be custom grade, high pressure (25" depth) laminate with matching, field applied 4" backsplash. Counter height shall be comprised of one section at 36" high by 36" in length, with the remaining counter heights at 42" above the finished floor. Provide and install millwork "rail" extending 18" to 24" above certain sections of the works surface to house/shield the video surveillance consoles located on the counter.
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- C.14.5.2. Comply with A WI Section 400 for countertops.
- C.14.5.3. Electrical Outlets: Provide at least four duplex outlets either above the work surface or accessed from below the work surface via grommets, while also providing one additional duplex outlet at the base (floor) of the unit accessible via a grommet in the side panel of the station, this shall be located adjacent to and utilized by the magnetometer. Outlet shall be installed on the bailiff side of the millwork, with access thru the grommet, install outlet 18" from finish floor to the centerline of the outlet.
- C.14.5.4. Data and telecommunications: Provide conduit with pull string to accommodate two telephone lines, and two data lines.
- C.14.5.5. Provide and install 2" conduit for use of video surveillance equipment terminating at this station, route through the walls and ceiling as needed, terminate at each court room at judicial bench, and at camera point for surveillance of secure interview room doors and/or supplemental security doors.
- C.14.5.6. Provide two lockable cabinets below the work surface for secure storage.
- C.14.5.7. Gun locker: Provide a pre-fabricated gun locker (inclusive of keys) which provides at least 8 storage units for the secure storage of personnel effects confiscated from the public.
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- C.14.5.8. Door Release Button Console: Provide and install Door Release button console for remote release of electric strike doors within the public lobby, (as shown on attached plan) including but not limited to: secure corridor, interview rooms, and the door from public area into Clerk's area.
- C.14.6. Public Transaction Windows (three) to Clerk's area: Supply and install millwork, inclusive of windows, transaction surfaces and clerical work surfaces as shown on the attached plan. The typical height for transaction and work surfaces at this counter shall be 38" high, while one section (placement as noted on the plan) shall be at a lower "accessible" height of 34". At the "accessible" 34" high section of the counter, provide at least 27" of clearance space below.
- C.14.6.1. Fixed 1/4" Tempered glass transaction windows (three) shall provide 3.5" of "pass through" space between the lower (sanded smooth) edge of the glass and the writing/transaction surface. Transaction window opening shall end approximately 8" below the upper window frame thereby providing additional sound transmission space allowing natural voice transmission.
- C.14.6.2. Provide connectivity below the edge of the clerical work surface for the Tenant's duress alarm, location to be provided by the Tenant.
- C.14.6.3. Provide duplex electrical outlets and telephone and communications connectivity at the counter as shown in the attached plan.
- C.14.6.4. Provide and install Door Release button for remote release of electric strike door providing access from the corridor into the Clerk's "staff only" area.
- C.14.6.5. Cord Management System: All laminates (with exception of lounge area) shall be provided with cord management grommets, with a minimum inside diameter of 2". Installation locations, quantities and type of grommet to be field determined by Tenant.
- C.14.6.6. Shelving below Clerk's counter: With the exception of three 36" wide "knee spaces" to be provided directly below each transaction window, provide 18" deep heavy duty shelves on adjustable heavy duty standards and brackets below the other

areas of the work counter. Shelving shall be located below the counter on the Clerk's (not public) side of the counter. Shelving shall extend approximately the same length as the counter. In the instance of a shelf blocking access to an electrical outlet, provide a drill a grommet hole to provide unimpeded wire access.

C.14.6.7. Countertop Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the Documents herein.

C.14.7. Millwork at Staff Lounge: Provide and install no less than six (6) lineal feet of commercial grade base and approximately 9 lineal feet of wall cabinets with custom grade, high pressure (25" depth) plastic laminate countertop with matching, field applied 4" backsplash.

C.14.7.1. Manufacturer: Suggested manufacturers: Merrilat or Shrock. Model: to be selected by Tenant from manufacturer's standard product line.

C.14.7.2. Counter height: provide at standard height except for the section housing the sink, this section shall be lower at 32" high (providing at least 29" knee space below) to provide wheelchair accessibility. No cabinets are to be provided below this section, and the exposed pipes below are to be insulated.

C.14.7.3. Provide electrical outlets (and sufficient circuitry) as shown on the attached plans for operation of Tenant's microwave, toaster oven, coffee maker, and full size (min. 20 c.f.) refrigerator.

C.14.7.4. Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer.

C.14.7.5. Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink. Paper towel dispenser shall be operable with one hand; the dispensing height shall be no more than 48" above the floor.

C.15. Signage:

C.15.1. Exterior: All required exterior signage shall be provided by Landlord, including but not limited to: exterior site/parking signs designating all parking areas and entrances, and an exterior sign designating the "Berlin Courthouse" at both the street entrance and on the façade of the building.

C.15.1.1. All signs shall be provided in compliance with the codes set forth in B.2 herein

C.15.2. Interior: All permanent interior signs shall be provided by the Tenant, who shall provide them in compliance with all applicable codes.

C.16. Knox Box: If required or requested by the local fire and/or police department, an exterior flush mounted Knox Box shall be installed. Location to be determined by said authority.

C.17. Flag Poles: Provide and install two exterior flag poles configured to accommodate the State of New Hampshire and United States flags. Pole shall be at least 20' tall and firmly installed into the ground. This pole may be shared in common with other occupants of the building to which the Premises are a part.

C.18. Exterior Glazing: All existing and new exterior glazing shall be transparent. No opaque materials are acceptable.

D. **GYPSUM WALLBOARD - WALL TYPES:**

D.1. The Landlord shall consult and comply with the authority having jurisdiction regarding the provision of structural elements and fire rating for any and all gypsum wallboard construction.

D.2. *Type 4 - Tenant Demising and Interior Security Demising Partitions*

D.2.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.

D.2.2. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to

floor/roof deck above ceilings. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

- D.2.3. Full Wall Framing: Minimum of 2" X 4" wood or 3 5/8" metal studs.
- D.2.4. All gypsum board partitions shall be constructed of 5/8" fire rated wallboard each side.
- D.2.5. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

D.3. Type 3 – Interior CMU (concrete masonry unit) Partitions: Location limited to provision at both detention cells.

- D.3.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all CMU wall construction.
- D.3.2. All CMU partitions shall be constructed from floor to 12" above ceiling assembly. (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings where required by local authority having jurisdiction. Provide steel angle lintels as required to continue CMU above all doors and openings and any plumbing, venting and/or ducts and electrical conduit penetrating CMU partitions above ceiling. Provide CMU mounted edge support for double layer plywood ceiling.

D.4. Type 2 – Interior Gypsum Wallboard Partitions: Location: typical partition type, unless otherwise noted

- D.4.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
- D.4.2. All gypsum board partitions shall be full height and extend from floor to a minimum of 1'-0" above finished ceiling. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
- D.4.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
- D.4.4. All gypsum board partitions shall be constructed of one layer of 1/2" wallboard each side
- D.4.5. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

D.5. Type 1: High Performance Sound Control Partitions: Location - provide surrounding all courtrooms, conference rooms, interview rooms, rest rooms, security/detainment area, and judicial offices.

- D.5.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
- D.5.2. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing over doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
- D.5.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
- D.5.4. All "interior of room" gypsum board partitions shall be constructed of one layer of 1/2" wallboard installed on face of stud and overlaid with one layer of 1/2" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 1/2" wallboard minimum or as required by the adjacent room's Gypsum Wallboard – Wall Systems specifications.

D.5.5. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3" THERMAFIBER SAFB, or equal. Said sound attenuation insulation shall be installed full height and extend from the floor to the underside of the floor/deck.

E. GYPSUM WALLBOARD - STANDARDS:

All gypsum board shall be standard 1/2" material, unless otherwise required by code (i.e.: Baths @ MR board). All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. ~~Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.~~

- E.1. Metal Studs @ all: 25 gauge (min.)
- E.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.
- E.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.
- E.4. Corridor Widths - Public and Staff Areas: All interior halls, aisles and corridors shall be a minimum width of 60".

F. FLOORING: Carpet: Provide and install broadloom carpet or carpet tile in all areas unless otherwise noted herein. All submittals shall comply with the accessibility requirement of the codes set forth in B.2 herein, and shall meet or exceed all of the following specifications.

F.1.1 CARPET; ALTERNATE 1:

Any proposed substitutions must meet or exceed all criteria.

Carpet Tile Specifications:

Manufacturer: Mannington Commercial
Face Construction:
Style: Carthage III, 26
Carpet Style: 18" x 18" modular carpet tile
Color: To be selected by owner (no more than two colors)
Construction: Graphic Loop Pile
Fiber Content: 100% type 6.6 continuous filament nylon with soil-resistant technology and permanent static control
Dye Method: Solution Dyed/Yarn Dyed
Gauge: 1/10
Stitches Per Inch: 12
Pattern Repeat: N/A
Tufted Yarn Weight: 26 ounces per square yard
Primary Backing: 100% Woven Synthetic
Secondary (modular) backing: "infinity" modular reinforced vinyl composite closed cell polymer
Electrostatic Propensity: less than 3.0 kv
Warranty: 15 year limited face construction wear warranty and Lifetime backing warranty.

F.1.2 CARPET; ALTERNATE 2:

Any proposed substitutions must meet or exceed all criteria.

Broadloom Carpet Specifications:

Manufacturer: Shaw contract group
Style: Dean's List II
Carpet Style: 28 oz. performance 12' wide broadloom

Color: To be selected by Tenant (no more than two colors) from Manufactures full selection of standard options
Construction: Pattern Loop
Fiber Content: "eco*solution Q" nylon (recycled content nylon)
Dye Method: 100% Solution Dyed
Gauge: 1/10
Stitches Per Inch: 8.0
Pattern Repeat: 10/32"W x 6-29/32" L
Protective Treatment: S.S.P. Shaw Soil Protection

Secondary backing: "EcoWorx Performance Broadloom" 12' wide backing system (proprietary name) with recycled content, and "cradle-to-cradle" recyclable. 100% thermoplastic polyolefin compound with a high performance precoat and reinforcing layer. Provides superior performance to traditional broadloom backing, no delamination, no edge ravel, complete moisture barrier – passes 10,000 impact test. PVC free.

Electrostatic Propensity: less than 3.5 kv

Warranty: Lifetime Commercial Limited Warranty for backing system.

Testing: Radiant Panel Fire – class 1

NBS Smoke < 450

TVOC's < 500 micrograms/sqm/hr

ADA Conformation: Product conforms to the requirements set forth in the Americans with Disabilities Act for minimum static coefficient of friction of 0.60 recommended for accessible routes

CRI Indoor Air Quality Certification: Meets Green Label and Green Label plus requirement.

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

Materials proposed must be in a full range of standard colors and be able to be procured, delivered and installed within the defined timeline of this project.

- F.1. Sheet Vinyl Flooring (*alternate to VCT for rest rooms, janitorial closet and storage rooms only*):
- F.1.1. Commercial grade sheet vinyl.
 - F.1.2. Products compiling with FS-T-312B (1), Type IV, Comp 1.
 - F.1.3. Requirements:
 - F.1.3.1. Size: 6' x 66 ft roll
 - F.1.3.2. Gauge: .080
 - F.1.3.3. Patterns and Colors: Tenant shall make color selection (one) from the manufacturer's full range of standard products.
- F.2. Vinyl Composition Tile : To be supplied and installed in public entrance lobby, all rest rooms, storage areas, kitchen areas, data and mechanical rooms.
- F.2.1. Products: Commercial vinyl composition tile
 - F.2.2. Products compiling with FS-T-312B (1), Type IV, Comp 1
 - F.2.3. Requirements:
 - F.2.3.1. Size: 12" X 12", unless otherwise noted
 - F.2.3.2. Nominal Thickness: 1/8 inch
 - F.2.3.3. Patterns and Colors: Colors and patterns are dispersed uniformly throughout the thickness of the material. Color pigments are insoluble in water and resistant to cleaning agents and light.
 - F.2.3.4. Installation: Allow up to three colors for graphic pattern installations in Lobby, all other areas shall be "solid" color installations, chosen from one of the three colors selected for the Lobby pattern.
- F.3. Vinyl Cove Base: 4" high vinyl, standard toe cove type. Manufacturer: *Johnsonite or Mercer*. To be used with all flooring in all areas, with the exception of the two BCF cells

F.3.1. Vinyl Termination Strips: To match vinyl cove base materials. Manufacturer: *Johnsonite or Mercer.*

F.3.1.1. Termination strips or change of height strips to be supplied and installed as required in order to mask all exposed flooring edges and intersections.

F.4. Epoxy resin Flooring: *For use in the two detention cells.* detention Binder, aggregate, flood coat, and satin seal coat shall be "Quartzite" as manufactured by Macnaughton-Brooks, or equal products by General Polymers, Dura-Flex, Palma Inc., Epoxy Systems Inc., or acceptable substitute. Finish shall be "non-slip" on all surfaces.

F.4.1. Divider and Edge Strips: Shall be zinc treated steel, angle and channel type as manufactured by the Rudel Company or Manhattan Brass Company

F.4.1.1. Divider strips shall be installed at exposed edge of flooring such as doorway and in location required by installer. Divider strips shall not be accessible from inside cell when door is closed.

F.4.2. Flooring shall be 1/8" thick minimum, installed in strict accordance with the manufacturer's instructions.

F.4.3. Cove base shall be 6" high. Provide continuous base feathered back to wall with uniform, straight edge. No metal edge strip shall be used.

F.5. "Walk Off" mat carpet tile (WMT): *For use in the public and staff entrance areas.* Flooring materials shall be commercial grade matting fully compliant with ADA AG 4.5 standards. Provide and install at all entry areas/vestibule areas, product shall meet or exceed the following specifications: s:

F.5.1. Recommended Manufacturer: Mats, Inc. or other manufacturers of quality commercial carpet that meet or exceed all of the specifications listed below.

F.5.2. ~~Carpet Tiles: Style to be Diagonal Tile, 100 percent woven polypropylene, 19-11/16 inches by 19-11/16 inches by 3/8 inches, bitumen backing. Color shall be selected, by the Tenant, from manufacturer's standard colors.~~

F.5.3. Diagonal Tile carpet tiles shall be installed as noted in the attached Finish/Flooring Plan.

F.6. Flooring Materials: All flooring materials must display the approval certification label of the Carpet and Rug Institute as having passed the *Indoor Air Quality Carpet Testing Program*. All installations and materials must follow the guidelines of the approval certifications.

G. PAINTING:

G.1. All areas - A minimum of one coat of primer and two coats of finish paint,

G.2. Walls: Unless otherwise noted, Paint shall be (scrubbable) interior eggshell latex.

G.2.1. In Tenant's "Security & Detention" area, all paint (walls) shall be semi-gloss (scrubbable) acrylic latex.

G.2.2. Restrooms and Staff Lounges: All (wall) paint shall be *semi-gloss* (scrubbable) interior latex

G.3. Doors, Frames and Casings: Paint shall be *semi-gloss* (scrubbable) acrylic latex.

G.4. Color: To be selected by Tenant from manufacturer's full selection of standard color offering. No more than four (4) colors shall be selected.

H. EXTERIOR ENTRANCES:

H.1. All exterior entrances have been designed (as shown in the floor plans attached herein) to provide compliance with the accessibility requirements of the codes set forth in B.2 herein. Construction of these entrances shall be carefully implemented by the Landlord to assure "as built" compliance with said codes.

H.2. All entrance vestibules (air lock) shall be environmentally conditioned as to provide appropriate thermal comfort and shall be designed as to have negative pressure. In addition, all vestibules (air locks) shall be designed and constructed to be architecturally "barrier free".

H.3. See also ELECTRICAL - Night Light Circuits. The facility's main lighting controls shall be located adjacent to the primary staff entry.

I. SPECIALTY AREAS:

I.1. Large Court Room - as shown on plan, to include:

I.1.1. Door Assembly: Double door assembly comprised of two solid core 36" wide leafs each, (each leaf of the door must provide 34" clear space when at 90 degrees) stain grade wood doors and hollow metal frame with "crash bar" type egress hardware on the egress side, and standard lever set hardware for ingress. Door to provide egress from inside the courtroom, and require unlocking from the public side, provide closer requiring no more than 5 pounds of force to operate.

I.1.2. Court Room Benches referred to herein as "Pews": Provide and install hardwood pews configured as shown on plan. Units shall be either new or used, if used they shall be reconditioned and altered in length as necessary to provide the layout shown in the floor plan
I.1.2.1. Pews shall be securely installed by the Landlord, lagged to the floor (through the carpet) to prevent any movement.

I.1.3. Railing between public gallery and litigation area: Install custom, stain grade wood rail with solid partition below (extending from floor to rail) of either stain grade plywood or plastic laminate construction. Provide and install single swing, silent operation gate in the rail as shown on the plans, the clear opening shall be at least 36" wide; the design details of the gate shall be the same as the design of the rail. The gate provided must also comply with the accessibility requirements set forth in B.2 herein. The top of the rail shall be 34" from the finished floor. The contractor shall field coordinate and install blocking, the exact rail location and finish to be identified by Tenant. Consult with the Tenant regarding the design details for this rail; submit shop drawings and details prior to fabrication/installation.

I.1.4. Provide and install floor mounted electrical outlets (two outlet units, one for each litigation table) in the litigation area of the Courtroom as shown on the attached plans. Provide conduit terminating at this same point to accommodate provision of data receptacles at each table

~~I.1.5. Judicial Bench: The following specifications and criteria shall be provided by the Landlord at the Courtroom Judicial Bench (the Millwork at the front of the courtroom at which the Judge, Clerk and Witness are seated). Although the precise design details (such as colors and finishes) of the bench have yet to be determined, they shall be as mutually agreed between the Landlord and Tenant, and closely mirror the details, design and layout of the bench provided at the Tenant's "Candia Courthouse" in Candia NH. The Landlord's obligation for provision of both (quantity two) of the Judicial Benches, one each in the (two) court rooms shall not exceed the sum of \$40,000.00 total. During the design process of the "judicial benches" the Landlord shall provide advance notice to the Tenant, seeking their approval to proceed or their input on how to amend the design, should it seem likely the agreed \$40,000.00 sum will be exceeded. The Tenant shall only be responsible for additional costs that are directly attributable to the provision of said "Judicial Benches". Notwithstanding the foregoing, Landlord's obligation to provide and install "LULA" units in the rooms behind and giving access to each bench is Landlord's additional responsibility, separate from and not included in the foregoing.~~

I.1.5.1. The following constitutes the minimum design criteria and specifications for the Judicial Bench: Provide, fabricate and install a "Judicial Bench" with the dimensions and layouts shown on the attached plan. The "Judicial Bench" shall be inclusive of the areas designated for the use of the judge, clerk, and witness, and shall comply with all accessibility requirements of the codes set forth in B.2 herein. The bench assembly shall be permanently affixed to the floor, and include all ramps and railing shown on the plans, which provide barrier-free access to the bench.

I.1.5.2. The exposed vertical faces and "top caps" of the millwork shall be finish grade wood (plywood veneer and solids respectively); the work surfaces of the bench shall be high pressure plastic laminate. The species and finish of wood components and the color of the plastic laminate are to be chosen by the Tenant.

I.1.5.3. Cord Management System: All millwork shall be provided with cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.

I.1.5.4. General Design Parameters of Judicial Bench: The Judges and Clerks portion of the Bench shall be provided with voice, data, and electrical power receptacles. In order to facilitate provision and reconfiguration of voice and data provide removable sections of "finish" panels in the knee spaces at both the judge's and clerk's station and in the section of millwork between these two areas. An empty 2" (for provision of video surveillance) conduit shall also be provided within the Judges portion of the bench, starting in the knee space below thereafter being routed through the platform into the wall and up into the ceiling, terminating at the Bailiff Station located in the public entry.

I.1.5.5. Provide all work surfaces at 32" above the applicable (see floor plan for notation regarding platform height and ramp access) floor height with at least 27" of clearance provided below. Work surfaces to be plastic laminate with hardwood eased or half-round edge. Finish of edge to match finish of exposed millwork faces.

I.1.5.6. Provide a (with hardwood top cap at the exposed edges) "privacy rail" extending 48" from the finish floor (see plan for required elevation of each component) of each of the three (Judge, clerk and witness) component sections of millwork.

I.1.5.7. The privacy rail for the judge and clerk shall incorporate a 10" deep transaction surface at the top. The transaction surface shall either be hardwood edges with matching wood veneer on the horizontal surface, or hardwood edges with plastic laminate horizontal surface matching the other millwork laminate surfaces.

I.1.5.8. Ramps extending from litigation area up to the Judicial millwork: provide, configure and install as shown. Provision of the ramps shall include handrails, and all elements shall comply with the accessibility requirements of the codes set forth in B.2 herein.

I.1.5.9. Flooring: Provide an install carpet on all raised platform surfaces and on the ramps.

I.1.5.10. Provide and install electrical outlets in the Judicial Millwork in the locations shown on the attached plans. Electrical outlets are to be provided below the work surfaces and accessed via field installed grommets in each workstation.

I.1.6. WHEELCHAIR ACCESSIBILITY: Provide and install one (per courtroom) "LULA" lift providing wheelchair accessibility to each judicial bench. LULA lift complying with all department of Labor and barrier-free accessibility requirements shall be supplied and installed in a separate room located behind the judicial bench, as shown in the attached plan titled: "BERLIN DISTRICT COURT - PRELIMINARY LAYOUT"

I.2. SMALL COURT ROOM - As shown on plan, to include:

I.2.1. Door Assembly: Solid core 36" wide stain grade wood door and hollow metal frame with "crash bar" type egress hardware on the egress side, and standard lever set hardware for ingress. Door to provide egress from inside the courtroom, and require unlocking from the public side, provide closer requiring no more than 5 pounds of force to operate.

I.2.2. Court Room Benches referred to herein as "Pews": Provide and install hardwood pews configured as shown on plan.

I.2.2.1. Pews shall be securely installed by the Landlord, lagged to the floor (through the carpet) to prevent any movement.

I.2.3. Railing between public gallery and litigation area: Install custom, stain grade wood rail with solid partition below (extending from floor to rail) of either stain grade plywood or plastic laminate construction. of either stain grade plywood or plastic laminate construction below. Provide and install single swing, silent operation gate in the rail as shown on the plans, the clear opening shall be at least 36" wide; no gate is required. The top of the rail shall be 34" from the finished floor. The contractor shall field coordinate and install blocking, the exact rail location and finish to be identified by Tenant. Consult with the Tenant regarding the design details for this rail; submit shop drawings and details prior to fabrication/installation.

I.2.4. Provide and install floor mounted electrical outlets (two units, one for each litigation table) in the litigation area of the Courtroom as shown on the attached plans. Provide conduit terminating at this same point to accommodate provision of data receptacles at each table

- I.2.5. Judicial Bench: The following specifications and criteria shall be provided by the Landlord at the Courtroom Judicial Bench (the Millwork at the front of the courtroom at which the Judge, Clerk and Witness are seated). Although the precise design details (such as colors and finishes) of the bench have yet to be determined, they shall be as mutually agreed between the Landlord and Tenant, and closely mirror the details, design and layout of the bench provided at the Tenant's "Candia Courthouse" in Candia NH. The Landlord's obligation for provision of both (quantity two) of the Judicial Benches, one each in the (two) court rooms shall not exceed the sum of \$40,000.00 total. During the design process of the "judicial benches" the Landlord shall provide advance notice to the Tenant, seeking their approval to proceed or their input on how to amend the design, should it seem likely the agreed \$40,000.00 sum will be exceeded. The Tenant shall only be responsible for additional costs that are directly attributable to the provision of said "Judicial Benches". Notwithstanding the foregoing, Landlord's obligation to provide and install "LULA" units in the rooms behind and giving access to each bench is Landlord's additional responsibility, separate from and not included in the foregoing.
- I.2.5.1. The following constitutes the minimum design criteria and specifications for the Judicial Bench: Provide, fabricate and install a "Judicial Bench" with the dimensions and layouts shown on the attached plan. The "Judicial Bench" shall be inclusive of the areas designated for the use of the judge, clerk, and witness, and shall comply with all accessibility requirements of the codes set forth in B.2 herein. The bench assembly shall be permanently affixed to the floor, and include all ramps and railing required for code conformance.
- I.2.5.2. The exposed vertical faces and "top caps" of the millwork shall be finish grade wood (plywood veneer and solids respectively); the work surfaces of the bench shall be high pressure plastic laminate. The species and finish of wood components and the color of the plastic laminate are to be chosen by the Tenant.
- I.2.5.3. ~~Cord Management System~~: All millwork shall be provided with cord management grommets, with a minimum inside diameter of 2". Location and type to be field determined by Tenant.
- I.2.5.4. General Design Parameters of Judicial Bench Millwork: The Judges and Clerks portion of the Bench shall be provided with voice, data, and electrical power receptacles. In order to facilitate provision and reconfiguration of voice and data provide removable sections of "finish" panels in the knee spaces at both the judge's and clerk's station and in the section of millwork between these two areas. An empty 2" (for provision of video surveillance) conduit shall also be provided within the Judges portion of the bench, starting in the knee space below thereafter being routed through the platform into the wall and up into the ceiling, terminating at the Bailiff Station located in the public entry.
- I.2.5.5. Provide all work surfaces at 32" above the applicable (see floor plan for notation regarding platform height and ramp access) floor height with at least 27" of clearance below. Work surfaces to be plastic laminate with hardwood eased or half-round edge. Finish of edge to match finish of exposed millwork faces.
- I.2.5.6. Provide a (with hardwood top cap at the exposed edges) "privacy rail" extending 48" from the finish floor (see plan for required elevation of each component) of each of the three (Judge, clerk and witness) component sections of millwork.
- I.2.5.7. The privacy rail for the judge and clerk shall incorporate a 10" deep transaction surface at the top. The transaction surface shall either be hardwood edges with matching wood veneer on the horizontal surface, or hardwood edges with plastic laminate horizontal surface matching the other millwork laminate surfaces.
- I.2.5.8. Flooring: Provide an install carpet on any raised platform surfaces and on any ramps or steps.
- I.2.5.9. Provide and install electrical outlets in the Judicial Millwork as shown on the attached plans. Electrical outlets are to be provided below the work surfaces and accessed via field installed grommets in each workstation.

I.2.6. WHEELCHAIR ACCESSIBILITY: Provide and install one (per courtroom) "LULA" lift providing wheelchair accessibility to each judicial bench. LULA lift complying with all department of Labor and barrier-free accessibility requirements shall be supplied and installed in a separate room located behind the judicial bench, as shown in the attached plan titled: "BERLIN DISTRICT COURT - PRELIMINARY LAYOUT"

I.3. DETENTION CELLS: 2 @ approx. 5' X 9' each to include:

I.3.1. Concrete Masonry Unit - Wall System

I.3.2. Interview Windows between cells and interview rooms: Provide and install one each in each of the two cells on the wall between the cells and the interview room (as shown). Fixed ½" thick by 3'-4" w. x 48" high "Polycarbonate" window in heavy duty 2" metal frame to be installed flush to the interview room countertops.

I.3.3. Supply and install (one per each of the two windows) a "Talk thru" voice transmission speaker in each window: Nominal 8" diameter (provide 7.5" diameter hole) cast aluminum (clear finish) "talk thru". Talk thru provides passive voice transmission through tensed clear plastic diaphragm. Perforated clear security screen on customer side protects the diaphragm. Talk thru shall have a bullet resistive shield on rear side. The manufacturer's optional "spacer ring" will be required for this application. Recommended manufacturer: "talk-thru" No. 6 FR, class 2 by Creative Industries, Inc. 1024 western Drive, Indianapolis, IN 46241 (317) 248-1102.

I.3.4. The lower edge of the window frame is to be mounted flush with counter top, which shall be provided and installed at 34"h

I.3.5. Counter to be provided and installed at 34" high as shown on attached plan.

I.3.6. Provide and install one duplex electrical outlet below each of the two interview room counters; provide access with a grommet supplied in the counter.

I.3.7. Ceiling Assembly: 2 layers of ¾" fire retardant plywood. Alternate and stagger joints. Finish layer shall be A/C plywood, with sanded finish to receive (1) coat oil-based primer and (2) coats of epoxy finish paint.

I.3.8. Flooring: see "Tenant Improvement Specification" "Epoxy resin Flooring"

I.3.9. Ventilation: Supply and exhaust needed for both cells. Ceiling penetration and vent covers to be as small as possible, not more than 6" x 6". Provide and install "heavy duty" vent grills using tamper resistant fasteners and secure to resist vandalism.

I.3.10. Door Assembly: Shall be as set forth in "Tenant Improvement Specifications" herein.

I.3.10.1. Each door to have security vision lite and food pass sleeve; Detention hinges, Raised pull guard side, Flush pull cell side.

I.3.10.2. Provide and install at approx. 36" above the floor, a heavy duty metal mail (letter) "pass through" slot and hinged cover plate. The hinged cover plate is to be mounted on the "guard" side of the wall

I.3.10.3. Electrical Outlets: There shall be NO outlets provided within the Cells. .

I.3.10.4. Lighting Needs: In each of the two cells, provide a single surface mounted fluorescent fixture with operating switch terminating in the adjacent "guard" area, room 229. Fixture to be "vandal proof"; enclosed with metal "cage" and with vandal resistant lens.

I.3.10.5. Bench: In the two cells provide and securely install two (one in each cell) heavy-duty stainless steel metal benches in the location shown in the attached drawing. Secure the bench to the floor with tamper resistant bolts. Each bench shall be provided in compliance with the accessibility requirements of the codes cited in B.2 herein, therefore they shall be installed against the wall in a manner which provides the surface of the bench at 17-19 inches above the floor, they shall be at least 42" long, and 20-24 inches in depth.

I.4. RESTROOMS: All restrooms and elements within the rest rooms shall be constructed and/or provided in compliance with the accessibility requirements of the codes set forth in B.2 herein. All are to be located as shown in the floor plan.

- I.4.1. Door Assembly: solid core wood door and hollow metal frame with push plate/pull bar with hydraulic overhead door closer device.
- I.4.2. Flooring: Vinyl composite floor tile (12" X 12") or commercial grade sheet vinyl products complying with FS-T312B (1), Type IV, Comp 1 with standard 4" vinyl cove toe baseboard
- I.4.3. Design, configuration and fixture counts: Shall be determined by and in full compliance with all local, State and prevailing building codes, and the accessibility requirements of the codes set forth in B.2 herein. Including but not limited to: water closets, sinks, grab bars (both vertical and horizontal), dispensers, mirrors, partitions and privacy screens.
- I.4.4. Restroom Waste Receptacles: Provide and install recessed waste receptacles.
- I.4.5. Paper goods dispensers and soap dispensers: To be supplied and installed by Landlord. Including but not limited to: toilet paper dispensers, paper towel dispensers, coin-operated feminine hygiene products dispensers and feminine products waste receptacles.
- I.4.6. Paper Towel Dispensers: As required for conformance with paragraph B.2 herein, these shall be operable by a single closed fist; installed with the dispensing surface at 48" high. Provide a minimum of one unit per rest room, or one unit per every two sink fixtures.
- I.4.7. Ventilation: Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

I.5. JANITORIAL ROOM: as defined by drawing to include:

- I.5.1. Flooring: Vinyl composite floor tile (12" X 12") or commercial grade sheet vinyl products complying with FS-T312B (1), Type IV, Comp 1 with standard 4" vinyl cove toe baseboard.
- I.5.2. Sink: A floor-type sink, such as Floestone, Models 90/91/92 Drop Front, Terrazzo Mop Receptors, with faucet assembly.
- I.5.3. Shelving: Provide a Shelf above the sink spanning the width of the room. Installation to be field located by the Tenant

- I.6. FLAG POLES: Provide and install two exterior flag poles in a mutually agreed location to be determined by Tenant and Landlord. Flag pole height to be proportional to the height of the building to which the Premises area a part.

J. ELECTRICAL:

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

- J.5.2. Electrical Outlets – Systems Furniture Workstations and “Hot Boxes” (“Hot Box” is a counter or work area for shared equipment)
 - J.5.2.1. Electrical Requirements: Include provision and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the systems furniture panel’s electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 4 – hot; 2 - neutrals and 2 – grounds. Weather-tight or similar projection shall be required between junction box and connection to power pole.
 - J.5.2.1.1. This connectivity requirement shall be performed by the Landlord after delivery/installation of Tenant’s systems furniture.
 - J.5.2.2. Provide one - 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs. Provide additional common circuits for non-PC use in accordance with NEC.
 - J.5.2.3. Electrical circuits at each “Hot Box” shall be adequately sized to accommodate a copier, fax machine and up to two (2) printers.
- J.5.3. Electrical Outlets - All other areas:
 - J.5.3.1. Provide a minimum of two (2) 20 amp duplex outlets per wall, with spacing not to exceed one outlet per 10 lineal feet of wall.
- J.5.4. Common Halls:
 - J.5.4.1. Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

J.6. Lighting Standards:

- J.6.1. General Lighting Fixtures Shall be Troffer Type acrylic prismatic lens, standard 2 ‘ X 4’ three (3) lamp electronic ballasts, using high efficiency T-8, 4100 degree kelvin lamps. Switching to be provided at all staff private offices and as otherwise determined by the Tenant.
- J.6.2. Interior Lighting - Ballast and Lamps:
 - J.6.2.1. All interior lighting shall be energy conservation:
 - J.6.2.2. All switching for ALL interior lighting within the General Office Area(s) shall be done fully from the primary Staff Entry or as directed by the Tenant.
 - J.6.2.3. Ballast Type: High efficiency T-8. Low power T-8 ballasts are preferred within this specification. All ballasts shall provide: <, 20% harmonic distortion; crest factor of <1.52 and a power factor >92%
 - J.6.2.4. Lamp Type: High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.
- J.6.3. Interior Lighting - Illumination Standards: Shall be adequate as to insure safe and uniform quality lighting throughout the building. The illumination standards shall be designed and maintained to comply with ICC standards in Chapter 12 of the 2006 “International Building Code”.
 - J.6.3.1. Interior Areas 30-40 Foot-candles at 30” from finished floor.
 - J.6.3.2. Night Light Circuits: Shall be provided throughout the common areas of the building and as otherwise defined by the Tenant. The minimum illumination standards at floor level, are set forth as follows:
 - J.6.3.3. Common Areas. 5 Foot-candles
- J.6.4. Exterior Lighting: Shall be adequate to insure safe and uniform quality lighting throughout all parking areas. The minimum illumination standards for all impervious surfaces, are set forth as follows:
 - J.6.4.1. Active Areas - Pedestrian traffic and entryways. 5 Foot-candles
 - J.6.4.2. Building Surrounds - Parking and roadways 3 Foot-candles
 - J.6.4.3. Flag poles As appropriate

J.7. Means of Egress Lighting:

- J.7.1. Shall be provided, e.g. at all corridors, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101.

- J.8. Emergency Power (generator):
J.8.1. If the building has generator power, all electrical outlets for Data/Com Room(s) - Communications Room HVAC equipment shall be connected on the emergency power circuit(s), in addition all power supplies for access control, telephone and security systems shall be serviced.
- J.9. All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.

K. COMMUNICATIONS REQUIREMENTS:

- K.1. Electrical and Data Coordination: Electrical engineer must reference within the electrical specification the Tenant's data communication requirements as defined by TIA/EIA 568B category 5E data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.
- K.2. Telephone and Data Circuits: The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenants. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communications Room(s), including but not limited to: digital data services and ISDN. Telephone riser cable must be installed from the building's d-mark into the Tenant's Data/Communications Rooms. Telephone riser cable must provide 30% expansion from Tenant's current needs.
- K.3. The Landlord shall be responsible for the supply and installation of one (1) 4" telephone conduit with pull strings (with non-metallic 90-degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to the Tenant's Communications Room.
- K.4. The Landlord shall be responsible for the supply and installation of one (1) 4" data conduit with pull strings (with non-metallic 90 degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to the Tenant's Communications Room.
- K.5. Telephone and Data Station Cabling:
K.5.1. Telephone and Data: The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenant. All such services shall be terminated, including premise cabling, within the (Data/Com) Communications Rooms, including but not limited to: digital data services and ISDN.
- K.6. The Landlord shall provide and install all CAT 5E data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install all required 48 port patch panels with rear cable management bars, integrated vertical power strips/poles and two (2) seven 7'-0" relay rack(s) with vertical cable channels. Unit shall be constructed of aluminum and accept 19" rack mount with a 15" base depth (front to back) and be provided with two angle support braces for stability. Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks.
- K.7. Four position with 45° exit faceplates - CAT 5E modules are to be provided at all work station and drywall locations. The color of the cable and jacks shall be "Blue". Approximately thirty (35) data jacks are anticipated throughout the leasehold space. Most of these jack locations shall be shared with telephone station cabling. Typical jack location shall contain two (2) data jacks and one (1) telephone jack. All cabling shall be properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets. Conduit Runs (reference source Bicsi TDM Manual):
- K.8. All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.
- K.9. Contain no 90-degree conduits (also know as an LB).
- K.10. Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.
- K.11. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- K.12. The Landlord shall provide and install CAT 5e telephone station cabling, said cabling shall originate in IDF locations on 66 Type Blocks within the Communications Room. Telephone station cabling shall be terminated on station end via RJ-45 jacks. Four position with 45° angle faceplates - CAT 5E

modules are to be provided at all workstation and drywall locations. The color of the cable and jacks shall be "Yellow". Approximately twenty-five (25) telephone jacks are anticipated throughout the leasehold space. Most of these jack locations shall be shared with data station cabling. Typical jack location shall contain one (1) telephone jack and two (2) data jacks. All cabling shall be properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets. Conduit Runs (reference source Bicsi TDM Manual):

- K.13. All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.
- K.14. Contain no 90-degree conduits (also known as an LB).
- K.15. ~~Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.~~
- K.16. Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.
- K.17. Grounding: All racks, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, etc., entering or residing in the TR or ER shall be grounded to the respective TGB or TMGB using a minimum #6 AWG stranded copper bonding conductor
- K.18. Identification and Labeling: All telecommunications cables and terminals shall be clearly and permanently labeled in accordance with the (Tenant's) Owner's standard labeling system.
- K.19. Testing and Acceptance: All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-A Addendum 5, TSB-67 and TSB-95. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed. Such testing results shall be provided to the Tenant in electronic form.

L. SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:

- L.1. Systems: Provided by Tenant.
- L.2. Conduit: Provided by Landlord.
- L.3. Integration: Landlord responsible to provide and assist with any and all required integration with fire alarm or fire protections systems and/or detection. Such integration and connections shall only be done after review and approval of the local fire department or other such authority having jurisdiction.

M. FIRE SUPPRESSION SYSTEMS:

- M.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
- M.2. The costs of any changes, modifications or additions to the existing fire suppression system shall be the solely at the Landlords expense and responsibility.
- M.3. Fire Suppression: If a fire suppression system is provided, 220 degree heads shall be installed at Data/Com Communications Rooms.
- M.4. Landlord to provide connectivity to this system for Tenant's alarm system(s).
- M.5. Fire Extinguishers: To be provided, maintained and inspected by Landlord as required by prevailing codes.

N. FIRE ALARM SYSTEM:

- N.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
- N.2. The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.

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

O. **HVAC and VENTILATION:**

- O.1. Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.
- O.2. HVAC - Reference the State of NH Standard Lease Agreement, EXHIBIT D, Part II for required testing and certification of compliance with State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings". ~~The requirements of RSA 10-B are as defined by the "Department of Environmental Services" administrative rules Chapter Env-A 2200.~~
- O.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.
- O.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*.

- P. **PARKING:** Provide a minimum of seventy (70) paved and striped parking spaces for the Tenant's staff, security personnel and visitors. Provision of parking shall be without additional charge, included in the proposed annual rent. The total number of paved parking spaces shall also meet or exceed the required numbers as required by the local building code. Full compliance with all barrier-free accessibility requirements set forth in the codes cited herein is the responsibility of the Landlord, and shall include but is not limited to: provision of curb cut ramps with detectable warnings, access aisles and compliant signage at each "accessible" parking space, an accessible route from the accessible parking spaces to the accessible entrances, lighting, signage, and designation of all spaces with painted lines and/or symbols on the asphalt.

- P.1. **Visitor and "accessible" parking spaces:** provide twenty seven (27) on-site parking spaces providing "visitor" and "accessible" (ADA compliant) parking, these spaces shall be located directly adjacent to the Court entrance designated for "Public" use.

- P.1.1. **"Accessible" parking spaces:** include in the required number of parking spaces the number of "Accessible" parking spaces which provides conformance with IBC 2006, ICC/ANSI A117.1-2003 and ADAAG (Americans with Disabilities Act Accessibility Guidelines). Typically (with the exception of "VAN" spaces) all "accessible" parking spaces must be adjacent to a five foot (5') access aisle thereby providing proper configuration and designations with the above referenced codes and guidelines.

- P.1.2. One in every six (but no less than one) required accessible spaces shall be configured for and designated as "Van Accessible" space. A minimum of one van accessible space shall be provided in all cases. For the "Van Accessible" spaces provide an adjacent eight (8) foot wide access aisle located on the "passenger side" of said parking space. Each space shall conform to ICC/ANSI A117.1-1998 section 502.3.1

- P.1.3. The Landlord shall provide proper permanent designation signage at each "Accessible" parking space. Each sign shall be supplied and installed on a metal post, mounted with the lower edge of the sign at 60" above the ground. Each sign shall be bright blue with the white "universal symbol of accessibility" (wheelchair).

- P.1.3.1. VAN ACCESSIBLE parking space signs shall bear the additional designation of "Van Accessible".

- P.1.4. Each "access aisle" shall be clearly reserved with a sign reading "no parking" and the asphalt paving within these aisles shall be painted with yellow diagonal lines.

- P.2. **Security Parking:** provide a minimum of three (3) designated parking spaces for police vehicles, the location of the spaces shall be adjacent to the BCF Security Entrance to the building. Provide signs at each of these spaces reading "LAW ENFORCEMENT ONLY".

P.3. Staff Parking:

P.3.1. Court Personnel: provide a minimum of eight (8) designated staff parking spaces; these spaces shall be adjacent to the Tenant's (court) designated staff entrance. Provide a sign at the entrance to this section of the parking lot stating "RESERVED AUTHORIZED PERSONS ONLY".

P.3.2. Tenant's sublet space, Dept. of Education: provide a minimum of seven (7) designated staff parking spaces; these spaces shall be adjacent to the designated staff entrance. Provide a sign at the entrance to this section of the parking lot stating "RESERVED AUTHORIZED PERSONS ONLY".

P.4. The remaining twenty five (25) parking spaces shall be "overflow" spaces which must be available for tenant use, but need not be designated for tenant use exclusively. These spaces are preferred "on site" but may be provided "off site" in a separate lot; however they must not be "on street" metered parking, and must be within 800 feet of the proposed building's entrance. If these spaces are provided off site, they must be connected to the proposed Premises with an "accessible" path of travel.

EXHIBIT E
SPECIAL PROVISIONS

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

SPECIAL PROVISIONS OF THE LEASE:

- A. Required Property Management: ~~The Landlord shall employ and identify a full-time professional property manager or management team for the Premises and/or for the building to which the Premises are a part.~~
- a. The property manager or management team shall provide the Tenant with a twenty four (24) hour emergency response telephone number and contact person(s).
- B. The Landlord agrees to allow the Tenant and/or their telecommunications and data provider access to the Premises for the purpose of installing the Tenant's "IT" and/or security systems at least 30 days in advance of the date set forth herein for commencement of occupancy and rental payments. Said access shall be scheduled with the Landlord in advance, with both parties expending all best efforts to coordinate their schedules in order to minimize any potential disruptions to the performance of ongoing work.
- C. Both Parties agree that if any repairs are necessitated by the Tenant or the Tenant's invitee's negligence or willful misconduct, the Tenant shall promptly forward a copy of the Landlord's claims for such repairs or reimbursement for such repairs to its legal council. Notwithstanding anything contained in this Section or elsewhere in the Lease, the Landlord shall not be required to make, or assume the responsibility for, any repair of damage to the Premises caused by the negligence or willful misconduct of the Tenant or its agents, servants, employees or invitees.

TEXT REPLACING THE STANDARD PROVISIONS OF THE LEASE FOLLOWS:

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

3.2.1 Delay in Occupancy, Delay in Rental Payment Commencement:

To provide the time necessary for the Landlord to undertake and substantially complete new construction which shall provide a new building to which the Premises shall be a part, the commencement date of Tenant's occupancy and commencement of rental payments shall be delayed until said Premises are substantially completed and Landlord in receipt of a "Certificate of Occupancy", this date is herein agreed upon by both parties as December 1 2009. Notwithstanding the foregoing, Tenant's commencement of occupancy and rental payments may, upon the Landlords' option, be further delayed under the terms of paragraph 10.2 herein.

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

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

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

3.4.2 On the part of the Landlord, commencement of the Term shall be contingent upon:

- a) investor approval, and;
- b) receipt of project financing, and;
- c) issuance of New Markets Tax Credit for this project.

The aforementioned approvals, receipts and issuances shall be sought by the Landlord following the Tenant's

receipt of all authorizations required for the Agreement as set forth in 3.4.1 above. Commencing upon the date set forth in paragraph "3.1 Term", which is December 1, 2008, the Landlord shall be provided up to 180 days (6 months) of time, which is June 1, 2009, to obtain all required approvals, receipts and issuances. In the event said Landlord's approvals, receipts and issuances are not complete and or received by June 1, 2009 the Tenant may, at the Tenant's option, elect to terminate this Agreement in its entirety, in which instance the Agreement shall be null and void with no further obligation or recourse to either party. In the event that Landlord's investor approval, financing and/or issuance of New Markets Tax Credits are withheld or denied, then this Agreement shall be null and void with no further obligation or recourse to either party.

MODIFICATIONS TO THE STANDARD PROVISIONS OF THE LEASE:

Paragraph 5 "Conditional Obligation of the State" is replace by the following modified text:

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

Paragraph 6 "Utilities" is replaced by the following:

1. Provision of Utilities:
 - a. The Tenant shall be responsible for the provision and direct payment to the providers thereof of heating fuel and electricity for the Premises.
 - b. The Tenant shall be responsible for the provision of and direct payments to the provider thereof of telecommunications, cable, and data services.
 - c. The Landlord shall be responsible for the provision and direct payment to the provider thereof of water and sewer services for the Premises and for the building and site to which the Premises are a part.
2. The Landlord agrees to furnish heat and air-conditioning systems to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) said systems shall be capable of providing temperatures in the Premises during the Tenant's business hours within the range of 68 to 75 degrees F, and humidity within the range of 20 to 60 percent. Heating and air-conditioning systems shall also be provided to the common hallways, stairways, elevators and lavatories of the building to which the Premises are a part. The Tenant agrees that provision of heat and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides humidity control, then the foregoing requirements for artificially controlled humidity do not apply.

Paragraph 8.1 "Maintenance" is modified by the following:

1. Maintenance and Repair of Broken Glass: In addition to the standard provisions of this section, the Landlord must replace any and all structurally damaged or broken glass the same day that they are

notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement glass within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.

2. Maintenance and Repair of HVAC: In addition to the standard provisions of this section, the Landlord hereby agrees they must replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.
3. Both Parties agree that the responsibility of the landlord is to clean all Heating Ventilation System supply and return grills only and not to the extent of the air ducts.

Paragraph 10.1.1 is modified by the following:

Notwithstanding provisions of section 10 or anything contained in this lease to the contrary, it is understood and agreed to by both Parties that "completion" shall mean "substantial completion". "Substantial Completion" is defined as no leasehold Improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operations. Use of the terms "complete(d)" or "completion" shall mean "substantially complete(d)" and "substantial completion," respectively.

Paragraph 11 "Quiet Enjoyment" is replaced by the following:

1. Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord, provided the Tenant complies with the terms of the Agreement hereunder. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
2. Leasehold Improvement Communication/Coordination: In addition to the forgoing provisions of this section, the Landlord agrees they shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements and any/all property improvements to the Tenant. Such communication and coordination shall be provided with sufficient advance notice as to allow for effective planning and communication from Tenant to the affected on-site Manager of Operations and/or the facility's general staff population. Dependent on the scope of the project, Tenant may require Landlord to provide a graphical Phase Plan and/or a written estimated timeline for the project prior to the project's commencement.

Paragraph 15 Insurance is modified by the following:

1. The requirement within this section for the Landlord to provide certification of such insurance attached to the agreement herein is delayed to providing certification of such insurance no later than the date set forth herein for substantial completion of the Premises and commencement of the Tenant's rental term and occupancy. Upon this date or sooner, the Landlord shall provide insurance coverage for the Premises in compliance with all provisions of section 15 Insurance and certification thereof to the Tenant. In no instance shall the Tenant commence occupancy or payment of rent prior to obtaining certification of such insurance.
2. The Tenant shall be responsible for liability resulting from the general operation of the Berlin Court and the Vocational Rehabilitation office; the Tenant is the State of New Hampshire and therefore is self-insured for liability. A letter issued by the State of New Hampshire, Department of Administrative Services, bureau of Risk Management, serving as a Certificate of Insurance is attached hereto.

EXHIBIT F

Certificate of Insurance: *This page is to be replaced by a copy of the Landlord's certification of insurance for the Leased premises.*

EXHIBIT G

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



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION ON DISABILITY

ARCHITECTURAL BARRIER-FREE DESIGN COMMITTEE

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

David Gleason, Chair
Karl McKinster, Vice Chair
Wendy Beckwith, Accessibility Specialist

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 in NH Voice or TTY
(603) 271-2827 fax

Direct Line (603) 271-2177
Email: wendy.beckwith@nh.gov
Website: www.nh.gov/disability/abcoc/mittee.html

September 17, 2008

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

Requested Action

Recommendation Regarding Lease Approval

Lessee: Department of Administrative Services, Bureau of Court Facilities, Berlin District Court
Location: 650 Main Street, Berlin, NH 03570
Lessor: Berlin Falls Real Estate, LLC, 244 Denmark Street, Berlin, NH 03570
Term: December 1, 2008 to November 30, 2019 with NO Extensions

The Architectural Barrier-Free Design Committee respectfully recommends that the subject NEW lease for 12,660 square feet of space be approved, with the following conditions to be met prior to occupancy and commencement of the Term:

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

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

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

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

David Gleason, Chair

WD
cc: Mary Belacz, Administrator, Planning and Management, Administrative Services



STATE OF NEW HAMPSHIRE

Department of Administrative Services
RISK MANAGEMENT UNIT
State House Annex – Room 412
25 Capitol St.
Concord NH 03301

Linda M. Hodgdon
Commissioner
(603) 271-3201

Monica A. Ciolfi
Administrator
(603) 271-3180

Tuesday, September 16, 2008

Berlin Falls Real Estate, LLC
244 Denmark Street
Berlin, NH 03570

Re: Agencies: State of New Hampshire- Department of Administrative Services and the
Department of Health and Human Services (DHHS)
Event: P.44 Standard Lease Agreement
Site: New building on site of former Fraser Administration Building
650 Main Street, Berlin, NH 03570
Date: 12/01/08 to 11/30/2019

To Whom It May Concern:

This letter is intended to serve as a Certificate of Insurance for the purpose of the State of New Hampshire's lease of the above site to provide space for the Berlin District Court and for the DHHS District Office.

The State of New Hampshire does not maintain insurance coverage for liability. Instead, the State has elected to self-insure for this exposure. Any liability incurred by the State of New Hampshire, Department of Administrative Services and/or the Department of Health and Human Services arising out of the lease of these premises would be handled as a general obligation of the State.

Sincerely,

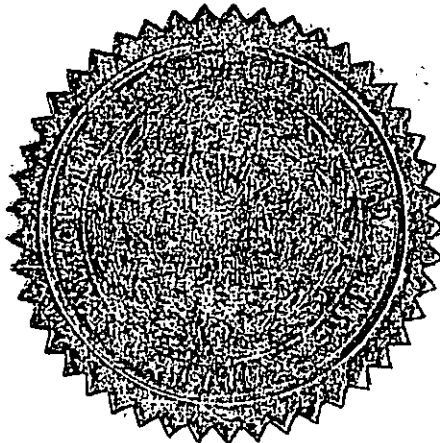
Rebecca White
Risk Manager
Risk Management Unit

cc: Mary Belec – DAS
Leon Smith – DHHS
RMU File

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 Berlin Falls Real Estate LLC is a New Hampshire limited liability company formed on October 18, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of September, A.D. 2008

William M. Gardner

William M. Gardner
Secretary of State

State of New Hampshire

Filed
Date Filed: 10/18/2007
Business ID: 586071
William M. Gardner
Secretary of State

Filing fee: \$50.00
Fee for Form SRA: \$50.00
Total fees \$100.00

Form LLC-1
RSA 304-C:12

Use black print or type.

Form must be single-sided, on 8 1/2" x 11" paper;
double sided copies will not be accepted.

CERTIFICATE OF FORMATION NEW HAMPSHIRE LIMITED LIABILITY COMPANY

THE UNDERSIGNED, UNDER THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS
SUBMITS THE FOLLOWING CERTIFICATE OF FORMATION:

FIRST: The name of the limited liability company is Berlin Falls Real Estate LLC

SECOND: The nature of the primary business or purposes are Land Purchase and Holding Co.

THIRD: The name of the limited liability company's registered agent is ALAN McLain

and the street address, town/city (including zip code and post office box, if any) of its registered office is
(agent's business address) 244 Denmark St. Berlin NH 03570

FOURTH: The latest date on which the limited liability company is to dissolve is None

FIFTH: The management of the limited liability company 15 vested in a manager or managers.

SIXTH: The sale or offer for sale of any ownership interests in this business will comply with the
requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

Dated 10/18/07

*Signature: Alan McLain

Print or type name: ALAN McLain

Title: Manager

(Enter "manager" or "member")

EFFECT

10/18/07

12:05pm

*Must be signed by a manager; if no manager, must be signed by a member.

DISCLAIMER: All documents filed with the Corporate Division will be publicly available for inspection
physically, electronically or in other media.

Mail fees; DATED AND SIGNED ORIGINAL AND FORM 5
of State, 107 North Main Street, Concord NH 03301-4989.

State of New Hampshire
Form LLC 1 - Certificate of Formation 2 Page(s)



T0729110025

Form SRA - Addendum to Business Organization and Registration Forms
Statement of Compliance with New Hampshire Securities Laws

Part I - Business Identification and Contact Information

Business Name: Berlin Falls Real Estate LLC

Business Address (include city, state, zip): 244 Denmark St. Berlin NH 03570

Telephone Number: (603) 752-7098 E-mail: ALAN@NCIA.NET

Contact Person: ALAN McLain

Contact Person Address (If Different): _____

Part II - Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected.
[PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below.
However, you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
 - A) This business has 10 or fewer owners; and
 - B) Advertising relating to the sale of ownership interests has not been circulated; and
 - C) Sales of ownership interests - if any - will be completed within 60 days of the formation of this business.
2. _____ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - _____
3. _____ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - _____
4. _____ This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

Part III - Check ONE of the following items in Part III:

1. _____ This business is not being formed in New Hampshire.
2. This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities

Part IV - Certification of Accuracy

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): ALAN McLain Signature: Alan McLain

Name (print): _____ Signature: _____

Name (print): _____ Signature: _____

Date: 10/18/07

Berlin Falls
GEC 11-19-08 # 41

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

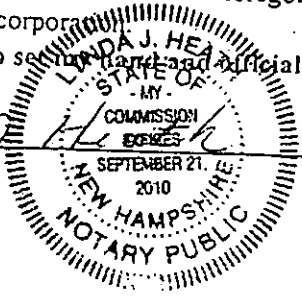
TENANT: The State of New Hampshire, acting through its' Department of Administrative Services

Authorized by: (give full name and title) Lynda Matheson, Commissioner

LANDLORD: (give name of either the corporation or the individual) Berlin Falls Real Estate LLC

Authorized by: (give full name and title) Alan McLain Manager

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) September 23 2008, appeared before me (print full name of notary) Lynda J. Heath the undersigned officer personally appeared (insert Landlord's signature) Alan McLain who acknowledged him/herself to be (print officer's title, and the name of the corporation) Berlin Falls Real Estate LLC manager 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 Berlin Falls Real Estate LLC In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)



APPROVALS:

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

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

Approval date: October 16, 2008

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: NOV 19 2008

Signature of the Deputy Secretary of State: [Signature]

Berlin Falls
GEC 11-19-08 #41

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

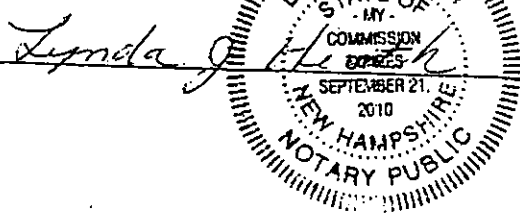
TENANT: The State of New Hampshire, acting through its' Department of Administrative Services

Authorized by: (give full name and title) Lynda McHoyon, Commissioner

LANDLORD: (give name of either the corporation or the individual) Berlin Falls Real Estate LLC

Authorized by: (give full name and title) Alan McLain Manager

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) September 23 2008, appeared before
me (print full name of notary) Lynda J. Heath the undersigned officer personally
appeared (insert Landlord's signature) Alan McLain
who acknowledged him/herself to be (print officer's title, and the name of the corporation) Berlin Falls Realty LLC manager
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)



APPROVALS:
For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the
"Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".
Approved by the Department of Justice as to form, substance and execution:

Approval date: October 16, 2008

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: NOV 19 2008

Signature of the Deputy Secretary of State: [Signature]