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# New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503  
Concord, N.H. 03302-0503  
(603) 271-1705

Joseph W. Mollica  
Chairman

Michael R. Milligan  
Commissioner

November 2, 2016

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

*Sole Source*

## REQUESTED ACTION

Authorize the New Hampshire State Liquor Commission to enter into a **sole source** amendment to the lease agreement with Gerald P. McCarthy Properties, P.O. Box 100, West Wareham, MA 02576 (Vendor #174409), increasing the amount by \$248,830.20 from \$497,660.40 to \$746,490.60 for the period commencing February 29, 2016 through August 31, 2018. This lease is for property at 57 Regional Drive, Concord, NH, to house the Liquor Commission Division of Enforcement & Licensing. Governor and Council approved the original lease on December 8, 2010, Item #65. 100% Liquor Funds

Funds to support this request are anticipated to be available in the account listed below in State Fiscal Years 2016, 2017, and 2018 upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

**Account# 02-77-77-770512-78780000 LIQUOR COMMISSION - ENFORCEMENT - ENFORCEMENT, LICENSING & EDUCATION:**

Class #	Class Description	FY 2016	FY 2017	FY 2018	FY 2019	Total
020-500248	Rents-Leases Other than State	\$33,177.36	\$99,532.08	\$99,532.08	\$16,588.68	\$248,830.20

## EXPLANATION

This request is **sole source** because the Commission currently leases space for its Enforcement & Licensing Division at 57 Regional Drive. The facility at 57 Regional Drive meets all our requirements for public meeting and training space, office space, secure space, and evidence storage. The per square foot cost for leasing 8,380 square feet of space is \$11.88 and will remain constant for this lease extension of 30 months.

Our capital budget for FY16-17 includes funding to renovate a portion of our Concord warehouse for conversion to office space for our Division of Enforcement & Licensing. We expect this project to be completed within the next 24-30 months. The attached lease amendment for 57 Regional Drive extends the current lease by 30 months with the expectation that we will vacate that space and occupy state-owned space at 50 Storrs Street before this lease extension expires.

Approval of this lease amendment will allow the Commission to continue to provide adequate and appropriate services to the general public and our business partners by the Division of Enforcement & Licensing.

Funding for this request is 100% Liquor Funds.

Respectfully Submitted,  
New Hampshire State Liquor Commission



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Joseph W. Mollica, Chairman

**AMENDMENT**

This Agreement (the "Amendment") is dated, July 20, 2015 and is by and between the State of New Hampshire acting by and through the New Hampshire Liquor Commission, (the "Tenant") and McCarthy Properties, (the "Landlord") with a place of business at P.O. Box 100, West Wareham, MA 02576.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for a 8,380 square foot suite of space located at 57 Regional Drive, Concord, New Hampshire which was approved by the Governor and Executive Council on December 8, 2010, item #65, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums specified therein; and

The Landlord and Tenant are agreeable to providing an extended term to delay expiration of the current lease in order to facilitate the Tenant's future relocation to a State Owned building which will occur in approximately two years, and;

The Tenant will need up to thirty (30) months to complete renovations to the State Owned building and relocate to the space however the Agreement expires well in advance of this causing amendment to provide expiration delay to be necessary to authorize Tenant's continued lawful payment of rent and occupancy;

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

**Amendment of Agreement:**

**3.1 Term:**

The expiration date of the current agreement, February 28 2016 is hereby amended to terminate thirty (30) months thereafter, August 31, 2018, unless sooner terminated in accordance with the original Provisions of the Agreement, specifically including Section "5. Conditional Obligation of the State".

Initials: CA 2  
Date: 7/20/15

**4.1 Rent:** The current annual rent of \$99,532.08 which is \$11.88 per square foot will remain unchanged during the amended Agreement, payable as \$8,294.34 monthly due on the first day of the month during the amended term. The first monthly installment shall be due and payable March 1, 2016 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1<sup>st</sup> day of each month unless the Term is sooner terminated in accordance with this Agreement. The total cost of this amended agreement shall not exceed thirty (30) month's rent which is \$248,830.20

**15 Insurance: Paragraph 15 of the Lease is deleted and replaced with the following:**

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

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

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

Initials: GM  
Date: 7/20/15

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

**TENANT:** State of New Hampshire Liquor Commission

Date: 8/16/15

By [Signature]

**LANDLORD:** McCarthy Properties

Date: 7/20/15

By [Signature]

Acknowledgement: State of New Hampshire, County of Merrimack.

On (date) 7/20/15, before the undersigned officer, personally appeared [Signature], who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]

Commission expires: \_\_\_\_\_ Seal:

Name and title of Notary Public or Justice of the Peace (please print):

~~LEANNE M. LAVOIE, Notary Public  
My Commission Expires October 3, 2017~~

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

By: [Signature], Assistant Attorney General, on 8/11/15.

**Approval by the New Hampshire Governor and Executive Council:**

By: \_\_\_\_\_, on \_\_\_\_\_

**McCarthy Properties**

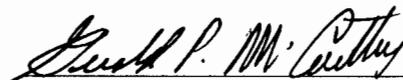
West Wareham, MA 02576

Phone: 508-291-1161 ♦ Fax 508-291-1160 ♦ [www.mccarthy-properties.com](http://www.mccarthy-properties.com)

July 15, 2015

**Certificate of Authority**

I, Gerald P. McCarthy, sole owner of McCarthy Properties certify that I am authorized to execute and sign all contracts and leases, including contracts or leases for the State of New Hampshire, on behalf of McCarthy Properties.

  
\_\_\_\_\_  
Gerald P McCarthy, Owner

NOTARY STATEMENT: As a Public Notary registered in the State of New Hampshire, upon the date of 7/20/15 the above named Gerald P. McCarthy appeared before me and acknowledged the above CERTIFICATE OF AUTHORITY.

In witness whereof I hereunto set my hand and official seal



LEANNE M. LAVOIE, Notary Public  
My Commission Expires October 3, 2017

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

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

**DATE:** November 6, 2015

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

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

**LESSEE:** NH Liquor Commission, 50 Storrs Street, P.O. Box 503, Concord NH 03302

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

**DESCRIPTION** Lease Amendment: Approval of the enclosed will authorize extending occupancy at the Commissions' Division of Enforcement & Licensing office comprised of 8,380 square feet located in a ground level suite at 57 Regional Drive, Concord, NH. During the extended term a portion of the Commission's (State owned) warehouse will be renovated/converted into office space for the Division of Enforcement & Licensing, completion of the renovation project is expected to take 24-30 months.

**TERM:** Up to Thirty (30) months: commencing March 1, 2016 ending not later than August 31, 2018. Note: early termination is an option provided to the Commission under the terms of "Section 5 Conditional Obligation of the State" in the originating Agreement.

**RENT:** Current annual rent of \$99,532.08, which is \$11.88 per SF, shall remain unchanged (0% escalation) throughout the extended term, payable as \$8,294.34 monthly. Total (30 month) rent not to exceed \$248,830.20

**JANITORIAL:** Additional cost, approximately \$10,894 (\$1.30 per SF) annually

**UTILITIES:** included in annual rent

**TOTAL COST:** Not to exceed \$248,830.20 rent + approx. \$27,234.00 janitorial costs

**PUBLIC NOTICE:** Sole Source amendment of current contract.

**CLEAN AIR PROVISIONS:** Not applicable to an amended lease.

**BARRIER-FREE DESIGN COMMITTEE:** Review not required for an amended lease.

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

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

Reviewed and recommended by:  
Bureau of Planning and Management

Approved by:  
Department of Administrative Services

Mary Belec, Administrator II

Michael Connor, Deputy Commissioner





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/20/2015

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Jennifer Kokolis <b>PHONE (A/C No. Ext.):</b> (603) 669-3218 <b>FAX (A/C No.):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> jkokolis@grossagency.com														
<b>INSURED</b> GERALD P MCCARTHY DBA GERALD PEMBROKE ROAD REALTY P. MCCARTHY PROPERTIES PO BOX 100 WEST WAREHAM MA 02576	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A Citizens Ins Co of America</td> <td style="text-align: center;">31534</td> </tr> <tr> <td>INSURER B Hanover Insurance Group, Inc.</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Citizens Ins Co of America	31534	INSURER B Hanover Insurance Group, Inc.	22292	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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**COVERAGES** **CERTIFICATE NUMBER: 15-16 GL & Umb** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	SUBR YWYR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			OBV9109541	4/25/2015	4/25/2016	EACH OCCURRENCE \$ 2,000,000		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000		
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:								MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								PERSONAL & ADV INJURY \$ 2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			UBV9124040-04	4/25/2015	4/25/2016	GENERAL AGGREGATE \$ 4,000,000		
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						PRODUCTS COMP/OP AGG \$ 4,000,000		
	DED:      RETENTIONS:								COMBINED SINGLE LIMIT (Ea accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						BODILY INJURY (Per person) \$		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			BODILY INJURY (Per accident) \$		
							PROPERTY DAMAGE (Per accident) \$		
							\$		
							EACH OCCURRENCE \$ 4,000,000		
							AGGREGATE \$ 4,000,000		
							\$		
							PER STATUTE      OTHER		
							E.L. EACH ACCIDENT \$		
							E.L. DISEASE - EA EMPLOYEE \$		
							E.L. DISEASE - POLICY LIMIT \$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 401, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> r.lonsdale@comcast.net  NH Liquor Commission 57 Regional Drive Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE M Henderson, CIC/JSC <i>Mendel Henderson</i>
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# State of New Hampshire Department of State

## CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29<sup>th</sup> day of July, A.D. 2015

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

William M. Gardner  
Secretary of State



# New Hampshire Liquor Commission

50 Storrs Street, P.O. Box 503  
Concord, N.H. 03302-0503  
(603) 271-1705

Mark M. Bodi  
Commissioner

Joseph W. Mollica  
Commissioner

Earl M. Sweeney  
Acting Commissioner

November 22, 2010

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

## REQUESTED ACTION

Authorize the New Hampshire State Liquor Commission to enter into a Tease agreement with Gerald P. McCarthy Properties in the amount of \$99,532.08 annually for a total agreement amount of \$497,660.40 for the period commencing March 1, 2011 through February 28, 2016. This lease is for property at 57 Regional Drive, Concord, NH, to house the Liquor Commission Division of Enforcement & Licensing.  
100% Liquor Funds

### **02-77-77-770512-10210000 LIQUOR COMMISSION – ENFORCEMENT – LICENSING**

Funding is available in account: 770512-10210000-022-500248 (Rents-Leases Other than State)

FY 2011	\$33,177.36
*FY 2012	\$99,532.08
*FY 2013	\$99,532.08
*FY 2014	\$99,532.08
*FY 2015	\$99,532.08
*FY 2016	<u>\$66,334.72</u>
<b>TOTAL:</b>	<b>\$497,660.40</b>

**\*Pending Budget Approval for FY 2012 through FY 2016**

## EXPLANATION

The Commission has housed its Enforcement & Licensing Division at 10 Commercial Street since 1998. During that time, this facility has served the Division and the Commission well. We are currently on an 18-month extension of the existing lease.

As part of the lease renewal process, the Commission advertised for office space this fall in order to get competitive bids for appropriate space for the Division of Enforcement & Licensing. After a careful review of the letters of interest submitted and after viewing all properties, we determined that the space at 57 Regional Drive was the most economical and best suited for the Division's mission and for serving our business partners and the general public.

His Excellency Governor John H. Lynch  
and the Honorable Executive Council  
November 22, 2010  
Page 2

The facility at 57 Regional Drive meets all our requirements for public meeting and training space, office space, secure space, and evidence storage. The per square foot cost for leasing 8,380 square feet of space is \$11.88 and will remain constant for the entire 5-year lease period. Janitorial services are not included in this agreement and are estimated at \$7,500 per year. All utilities and snow plowing will be paid by the landlord.

As a point of information, the facility at 57 Regional Drive also houses several other state agencies including Charitable Gaming, the Joint Board of Licensure, and the Governor's Commission on Disability.

Approval of this lease will allow the Commission to continue to provide adequate and appropriate services to the general public and our business partners by the Division of Enforcement & Licensing.

Funding for this request is 100% Liquor Funds.

Respectfully Submitted,  
New Hampshire State Liquor Commission

\_\_\_\_\_  
Mark M. Bodi, Commissioner



\_\_\_\_\_  
Joseph W. Mollica, Commissioner



\_\_\_\_\_  
Earl M. Sweeney, Acting Commissioner

cc: Doreen Wittenberg, DAS Business Supervisor

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 17 day of November 2010, by the following parties:

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

Name: Gerald P McCarthy Properties

(individual or corporate name)

State of Incorporation: N/A

(if applicable)

Business Address: P.O. Box 100

Street Address (principal place of business)

<u>West Wareham</u>	<u>MA</u>	<u>02576</u>	<u>(508) 228-0225</u>
City	State	Zip	Telephone number

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

Department Name: NH State Liquor Commission

Address: P.O. Box 503, Storrs Street

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

<u>Concord</u>	<u>NH</u>	<u>03302-0503</u>	<u>(603) 271-3755</u>
City	State	Zip	Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 57 Regional Drive

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

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

The demise of the premises consists of: Approximately 8,380 square feet

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

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

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

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

Commencing on the 8th day of December, in the year 2010, and ending on the 28th day of February, in the year 2016, unless sooner terminated in accordance with the Provisions hereof.

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of Five (5) year(s) commencing on the 1st day of March, in the year 2011, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: GM  
Date: 11/17/10

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

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

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

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

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

**4. Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date: (*insert month, date and year*) March 1st 2011

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

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

Landlord Initials: GM  
Date: 12/17/10

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

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

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

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

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

**OR:**

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

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

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

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

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

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

**7. Use of Premises:**

The Tenant shall use the premises for the purpose of:  
Providing an office for "Enforcement" services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.10 Interior finishes and surfaces:**

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

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

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

**OR:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Date: *11/17/16*

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

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

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

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

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

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

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

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

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

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

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

**20. Hazardous Substances:**

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

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

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

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

**20.5 Asbestos:**

A) No later than thirty (30) days after the inception of the term herein, the Landlord shall provide the Tenant with the results of an asbestos inspection survey of the Premises and any common areas of the building which may affect the Tenant occupants or its clients. The inspection shall identify all accessible asbestos in these areas of the building and shall be performed by a person certified in accordance with State law and satisfactory to the Tenant. The results of the inspection shall be made a part of the Agreement herein.

B) In the event that asbestos containing material are identified which are in the status of "significantly damaged" or "damaged" (as described in "40 CFR 763") these materials shall be abated in a manner satisfactory to the Tenant, including provision of acceptable air monitoring using Phase Contrast Microscopy.

C) In the event that asbestos containing materials are identified, but which are not damaged, the Landlord shall install an operations and maintenance program satisfactory to the Tenant which is designed to periodically re-inspect asbestos containing materials and to take corrective action as specified in 20.5 (b) above when appropriate. Results of such re-inspections and all air quality monitoring shall be provided to the Tenant within 14 (fourteen) days of completion.

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

A) The Landlord shall submit MSDS for any and all materials, including cleaning products, introduced to the Premises to the Tenant prior to use. This will enable the Tenant to review submittals for possible adverse health risks associated with the products.

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

Landlord Initials: GM  
Date: 11/17/12

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

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

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

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

**LANDLORD'S PROPERTY MANAGEMENT CONTACT:**

Name: Robert Lonsdale

Title: Property Manager, McCarthy Properties

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

Email Address: r.lonsdale@comcast.net

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

**TENANT'S CONTACT PERSON:**

Name: Craig Bulkley

Title: Director, Divison of Administration, NHSLC

Address: P.O. Box 503, Concord, NH 03302-0503, Phone: (603) 271-1708

Email Address: CBULKLEY@LIQUOR.STATE.NH.US

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

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

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

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

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

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

Landlord Initials: RL  
Date: 1/17/17

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

**26. Personnel:**

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

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

**28. Miscellaneous:**

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

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

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

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

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

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

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

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

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

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

Landlord Initials: GM  
Date: 11/17/14

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 Liquor Commission

Authorized by: (full name and title) JOSEPH W. MOLLICA, Comm. 11/18/10 EARL M. SWEENEY, Comm. 11/18/10

LANDLORD: (full name of corporation, LLC or individual) GERALD P. McCARthy Properties

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

Signature

Print: GERALD P. McCARthy, owner  
Name & Title

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

UPON THIS DATE (insert full date) 11/17/10, appeared before me (print full name of notary) Kristen L. Willard the undersigned officer personally appeared (insert Landlord's signature) Gerald P. McCarthy who acknowledged him/herself to be (print officer's title, and the name of the corporation) Owner GERALD P. McCARthy and that as such

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

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal) Kristen L. Willard  
Kristen L. Willard  
Notary Public  
My Commission Expires April 15, 2016  
Commonwealth of Massachusetts

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

Approved by the Department of Justice as to form, substance and execution:  
Approval date: 11/19/10  
Approving Attorney: [Signature]

Approved by the Governor and Executive Council:  
Approval date: \_\_\_\_\_  
Signature of the Deputy Secretary of State: \_\_\_\_\_

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Date: 11/17/10

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

**EXHIBIT A  
DEMISE OF TENANT PREMISES**

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

The Premises are comprised of 8,380 square feet of office space assigned to the Tenant for their exclusive use, as illustrated in the attached floor plan titled "Exhibit A, Demise of Tenant Premises".

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

The Tenant and the Tenant's visitors and invite's shall have the right to the shared use of the parking areas serving the building to which the Premises are a part. In addition to this shared use the Landlord agrees as follows:

1. The Tenant shall have the right to park State vehicles in the designated (determined by Landlord) staff parking areas overnights and on weekends, said vehicles shall include the Tenant's specialty mobile enforcement vehicle, which is a large customized RV.
2. The Landlord shall designate six (6) parking spaces located close to the public entry to the Premises as "Visitor" spaces for the Tenant's "Enforcement" office.

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**EXHIBIT B  
SCHEDULE OF PAYMENTS**

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

The rent due for the Tenant's 8,380 square foot Premises during the FIVE-YEAR rental Term shall be in accordance with the following rental schedule:

**Rental Schedule:**

Year	Lease Dates	Approx. Sq. Ft Cost	Monthly Rent	Annual Rent	approx. % increase from prior year
1	March 1, 2011 – February 28, 2012	\$11.88	\$8,294.34	\$99,532.08	
2	March 1, 2012 – February 28, 2013	\$11.88	\$8,294.34	\$99,532.08	
3	March 1, 2013 – February 28, 2014	\$11.88	\$8,294.34	\$99,532.08	
4	March 1, 2014 – February 28, 2015	\$11.88	\$8,294.34	\$99,532.08	
5	March 1, 2015 – February 28, 2016	\$11.88	\$8,294.34	\$99,532.08	
<b>Total for Five-year term:</b>				<b>\$497,660.40</b>	

The date for Landlord's substantial completion of renovations and the Tenant's occupancy with commencement of rental payments shall be as set forth herein, March 1, 2011. Notwithstanding the foregoing the Landlord agrees however to the following:

1. Tenant's tele/data provider(s) and/or security system provider(s) shall have access to the Premises to conduct work at least thirty days prior to March 1, 2011; this access shall be coordinated with the Landlord in advance facilitating the coordination of tele/data work with the Landlord's renovation work.
2. The Tenant shall be allowed to commence relocation of furniture and/or equipment to the Premises up to two weeks prior to March 1, 2011. The Tenant shall coordinate relocation of furniture and equipment with the Landlord in order to minimize any negative impact upon the Landlords' completion of renovation work. Notwithstanding the foregoing, the Tenant agrees staff members shall not conduct regular business activities based in the Premises until March 1, 2011.

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

The cost of the Landlords provision of renovations for the Tenant has been amortized into the rental schedule herein; therefore there are NO additional costs or payments due or payable to the Landlord.

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## EXHIBIT C

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

1. The Tenant shall be responsible for provision of Janitorial services (at the Tenant's sole expense) to all portions of the Premises, including the common area entrance hall and rest rooms. The Tenant shall provide such services in a timely, consistent manner maintaining the Premises in a neat, orderly, safe and clean condition. Provision of these services shall include the provision of all "consumable" goods for the rest rooms such as toilet paper, sanitary feminine supplies and paper towels.
2. 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 into an on-site dumpster which the Landlord shall provide and maintain for such use (which may be shared in common with others) throughout the term of the agreement herein.
3. The Landlord shall be responsible for the timely provision of all services specified in the agreement herein as "Maintenance".

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**EXHIBIT D**

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

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

All renovations, new construction and alterations shall be provided as described in the documents and drawings set forth herein as Exhibit D, and as set forth in Section "9 Alterations" herein 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) prior to commencement of work. Said drawings and specifications shall be amended thereafter if needed to include provision and conformance with any corrective comments or stipulations from the authority provided said comments or stipulations are required for conformance with the above referenced codes.

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

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

After the completion of renovations, but prior to Tenant's occupancy, the Landlord (at Landlord's sole expense) shall:

Hire 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

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Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.

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

No later than March 1st, 2011, the Landlord shall (at the sole expense of the Landlord) substantially complete provision of all interior construction and improvements to the Premises delivering it in "turn key" condition to the Tenant. Completion of exterior renovations may be delayed until June 1, 2011 if adverse (winter) conditions preclude or substantially impede exterior work. 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 in the Tenant's text Specifications titled and attached hereto as:

- "Exhibit D part III Tenant Improvement Specifications"

In addition to conforming to Tenant's text specifications, the Landlord's minimum obligation regarding provision and fit up of the Premises shall also include provision of exterior and interior renovations conforming to the Tenant's attached drawings titled:

- Exhibit D: Floor Plan; Renovations to be provided by Landlord
- Exhibit D: Elevations and Details

Notwithstanding the foregoing the Tenant shall allow for reasonable variation from the specifications or plans if needed in order to accommodate structural and/or mechanical requirements.

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

Recycling services for the Premises shall be provided by the Tenant in conformance with State of New Hampshire regulations.

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**Exhibit D Part III:**  
**TENANT IMPROVEMENT SPECIFICATIONS**

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

- Exhibit D: Floor Plan; Renovations to be provided by Landlord
- Exhibit D: Elevations and Details

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

**A. GENERAL PROVISIONS:**

**A.1. Basic Definitions**

- A.1.1. The "Landlord" shall mean either the contractual Landlord and/or their authorized designees.
- A.1.2. The "Tenant" shall mean the State of New Hampshire –Department of Liquor Enforcement Office – 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

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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 the Tenant with new rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in the Landlord's lease to the Tenant. If the Landlord wishes to deviate from the floor plans depicted herein, the Landlord shall incorporate the scope of work and design intent depicted in the documents herein to ascertain the manner and cost in which any proposed deviation from this plan may be proposed. The Landlord's proposal for provision of any alternative manner of providing new Premises for the Tenant shall be inclusive of the level, scope and type of construction and fit up depicted herein.

B.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 (IBC 2006 and 2003 ANSI A117.1) , the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). The costs of said permits and testing shall be borne solely by the Landlord.

B.2.1. An approved copy of the Building Permit shall be delivered to the Tenant prior to commencement of construction activities.

B.2.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant prior to the Tenant accepting the renovated space for occupancy and commencement of rental payments.

B.2.3. Prior to Tenant occupancy the Landlord shall provide either certification of compliance with RSA 10:B "Clean Indoor Air" requirements as issued by Department of Environmental Services, or proof that application for said certification has been made in conformance with the provisions of Exhibit D part II of the Agreement hereto.

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- B.2.4. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC for additional approvals.
- B.2.5. The Landlord shall be responsible for inspections and testing required for the identification of known and suspect hazardous materials prior to construction. The Landlord shall provide notification of any and all Hazardous materials and proposed remediation to the Tenant. All materials shall be handled in accordance with the requirements of the authorities having jurisdiction. The Landlord shall also be responsible to provide to the Tenant a certified Affidavit of Environmental Conditions Statement.
- B.2.6. The Landlord shall be responsible for submitting any and all stamped documents to the municipality or party of governing authority, for review and approval. If the municipality does not have local code enforcement authority, the prevailing codes and governing authority shall be the State of NH, specifically but not limited to the State of NH Fire Marshall's Office.
- B.3. Project Management: The Landlord shall be responsible to provide a Project Manager who shall supervise and direct the Work. The Project Manager shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, including conducting weekly construction job meetings and the issuance of weekly (written) job notes. Management of the site and renovations, and provision of a Safety Plan, shall be the sole responsibility of the Landlord.
- B.4. Shop drawings of millwork, product data sheets, samples and similar submittals shall be submitted to the Tenant by the Landlord for review and approval prior to proceeding with work. In order to avoid excess review time, all submittals shall be reviewed by the Landlord for conformance to the Documents herein prior to submission for Tenant review. The Tenant shall expedite all review, taking no more than 5 workdays to accept, accept as noted, or reject a submittal.
- B.4.1. The Landlord shall review for compliance and approve and submit to the Tenant all Shop Drawings, Product Data, Samples and similar submittals required by the Tenant with reasonable promptness and in such sequence so as not to cause delay in the Work. Submittals which are not marked as reviewed and approved by the Landlord shall be returned by the Tenant with No Action Taken.
- B.4.2. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Landlord represents that the Landlord has determined and verified materials, field measurements and field construction criteria related to the submittal, or will do so, and has checked and coordinated the information contained within the submittal(s) with the requirements of the Work and the Tenant.
- B.5. MSDS (Material Safety Data Sheets)
- B.5.1. The Landlord shall submit MSDS for ANY and ALL materials introduced to the site via the construction process to Tenant. The delivery of the MSDS shall be made available to Tenant prior to the use of the products at the site. This will enable Tenant to review submittals for possible adverse health risks associated with the products.
- B.5.2. At time of occupancy by the Tenant the Landlord shall provide the Tenant MSDS for all products incorporated into the Work. This submittal shall be provided in duplicate form presented in three ring binders, categorized in Construction Standards Institute (CSI) format.

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- 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. GENERAL SCOPE OF WORK:** Provide and install all improvements and renovations as depicted in the attached drawings, as outlined as follows, and as further described by the specifications herein. The general scope of work is as follows:

- C.1. Parking Lot/Site: Provide and install conforming "accessible" parking spaces and conforming landing at public entry door.
- C.2. Removal/Disposal of existing construction as depicted in the Tenant floor plan and provision/construction of Tenant's new layout inclusive of all drywall partitions, interior windows, doors, frames, and millwork.
- C.3. Provision/installation of new millwork required by the Tenant shall include millwork required for three service windows at waiting area, work counters in the Squad room, and a new kitchen counter with cabinets for the staff break room.
- C.4. In areas scheduled for new carpeting; removal/Disposal of existing flooring and provision/installation of new flooring.
- C.5. Modification and limited replacement of existing ceiling components as necessary to accommodate new layout, modification and provision of new components shall include by not be limited to: Suspended acoustical ceiling grid & tiles, lighting fixtures, HVAC components, sprinkler components, emergency lighting, and exit lighting.
- C.6. Limited Modification of existing rest rooms and/or fixtures/accessories as described herein for conformance to State of New Hampshire Architectural Barrier-Free Design Committee.
- C.7. Provision/installation of new finish materials including paint, and vinyl cove base and carpet.
- C.8. Provision and installation of all doors and hardware
- C.9. Provision and installation of new (supplemental to existing) electrical outlets, telecommunications outlets, light switches and conduit with pull string for Tenant's card reader system.
- C.10. Provision and installation of a separate HVAC zone providing temperature control to the Tenant's new data/telecom closet.

**D. STANDARDS and SPECIALTIES:**

- D.1. Materials and Finishes: With respect to the build-out of the interior space unless otherwise 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. Re-use of existing doors and hardware that are scheduled for removal but are in good repair shall be allowed, any doors not scheduled for removal shall remain. 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.
- D.2. Ceilings:
  - D.2.1. All existing ceilings shall remain. All ceiling in areas of work shall be modified as required to accommodate new construction, thereafter patched with material matching existing.
    - D.2.1.1. Replace any and all existing damaged tiles or grid sections.

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D.3. Telephone & Data Requirements:

D.3.1. Provide telephone and data outlets/jacks in locations shown on plan, providing wiring and connectivity to the Tenant's server in the data/telecom closet. Server to be provided by Tenant at their sole expense.

D.3.1.1. Utilize "J" hooks above ceiling grid as needed to facilitate installation of telephone and data wiring.

**E. Doors and Hardware:**

E.1. Door Assemblies:

E.1.1. Existing assemblies not scheduled for demolition shall remain unchanged.

E.1.2. New assemblies shall match existing in type and finish.

E.1.3. Any existing assemblies scheduled for removal may be re-used provided they are in good repair.

E.2. Door Closer Devices: provide and install in all locations required to have said devices for conformance with Life Safety and other codes, such closer devices shall be provided in addition to any identified by the Tenant as requiring devices. A maximum push/pull effort of 5 lb/f is required at all interior doors, with exceptions as allowed for fire doors and security-use only doors.

E.3. Door Frames:

E.3.1. Any existing (metal frame) door frames scheduled for removal which are in good repair may be reused;

E.3.2. New door frames shall match existing.

E.4. Door Types:

E.4.1. Interior Doors: Existing (solid core wood) doors in good repair shall be reused, new interior doors shall match existing in type and finish.

E.4.2. Existing Tenant "Public" Exterior Entrance Doors: Existing doors and hardware shall remain.

E.4.3. Existing Tenant "Staff" Exterior Entrance Doors: Existing doors and hardware shall remain.

E.5. Door Hardware:

E.5.1. All new entrance hardware shall be "lever set" style matching existing hardware in style and finish.

E.5.2. Interior Door Hardware: Shall be keyed cylindrical lever locksets for standard commercial use, rated for commercial grade 2 application.

E.6. Door Locksets:

E.6.1. Locksets shall be provided in the locations identified by the Tenant, existing locksets may be reused if altered to accommodate new keys for new tenant.

E.6.2. Electronic door release with card key access (manual key override) required at reception area door, staff entry door, and common area (rest room) corridor door.

E.7. Hardware Standards:

E.7.1. Keyway: L-4

E.7.2. Interchangeable Cores: Suite entrance doors shall be provided with interchangeable cores and dead bolt cylinder locks.

E.7.3. Trim Design: Match existing

E.7.4. Type: Lever, match existing

E.7.5. Finish: To match existing hardware finish

E.7.6. Keying: The Tenant will coordinate its keying requirements with the Landlord.

E.7.7. Provide keys for each dead bolt cylinder.

E.7.8. Provide two (2) Grand Master keys.

E.7.9. Provide four (4) Masters keys

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**F. Millwork:**

- F.1. Millwork Drawings, Product Data, Samples and similar submittals for Millwork shall be required. The purpose of their submittal is to demonstrate the way in which the Landlord proposes to provide the Tenant with each particular millwork item, in conformance with the general information and design concept expressed herein and in other Documents.
- F.2. Provision/installation of new millwork for the Tenant shall include all millwork shown in attached plans, which depict:
- F.2.1. reception area transaction/work counters and windows (three);
- F.2.2. New kitchen area counter with sink and cabinets above and below;
- F.2.3. New squad room work counters.
- F.3. All counter surfaces shall be high pressure Plastic Laminate: Manufacturer: Wilsonart, Pionite and/or Formica. Color: To be determined by Tenant. Texture: standard matte finish high pressure laminate.
- F.3.1. Comply with AWI Section 400 for countertops.
- F.4. Public Reception/Transaction Windows (Three) at Public Entrance: Supply and install millwork, inclusive of windows, transaction surfaces and clerical work surfaces as shown on the attached plan. The height for transaction and work surfaces at this counter shall be 32" high, providing at least 27" of knee clearance space below.
- F.4.1. Three (3) fixed 1/4" Tempered glass transaction windows each measuring at least 36" wide shall provide 3.5" of "pass through" space between the lower (sanded smooth) edge of the glass and the writing/transaction surface. Transaction window openings shall end approximately 8" below the upper window frames thereby providing additional sound transmission space allowing natural voice transmission. All exposed edges of glass shall be ground and sanded smooth.
- F.4.2. Provide duplex electrical outlets and telephone and communications connectivity at the counters as shown in the attached plan.
- F.4.3. Provide and install Door Release button for remote release of electric strike door providing access from this area into the public area.
- F.4.4. Tenant's (future) Duress alarm: Provide and install empty 3/4" conduit with pull string providing connectivity from cover plate to be provided/located directly below receptionist work surface to above the suspended ceiling.
- F.4.5. Cord Management System: All laminates (with exception of staff lunch/break 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.
- F.5. Millwork at Staff Break area:
- F.5.1. Provide and install approximately eight (8) lineal feet of new commercial grade base and wall cabinets with face surfaces of high pressure plastic laminate and counter top of custom grade, high pressure (25" depth) plastic laminate with matching, field applied 4" backsplash.
- F.5.2. Overall counter height: provide at 36" high.
- F.5.2.1. Wheelchair accessible section of counter: Provide at 34" high, this section shall be at least 36" wide providing at least 28" of knee space.
- F.5.3. Electrical Outlets: Provide and install minimum of three new properly rated (wet area) duplex electrical outlets above the new counter. Circuitry supporting outlets shall be sufficient to sustain electrical loading of at least:
- F.5.3.1. Two coffee makers, one hot plate, one microwave oven and one toaster oven.

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- F.5.4. Plumbing: provide and install standard double bowl stainless steel sink with lever type faucet with sprayer. Sink shall be located in the center 34" high portion of the counter.
- F.5.5. Specialties: Provide and install wall mounted paper towel dispenser and liquid soap dispensers adjacent to sink. Paper towel dispenser shall be operable with one hand; the operable height shall be no more than 48

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

G.1. Type 1 – *Tenant Acoustic Isolation Partitions: Provide at all "classroom" and "squad room" walls.*

- G.1.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all gypsum wallboard construction.
- G.1.2. Gypsum board partitions shall extend from floor to a minimum of 1'-0" above finished ceiling; provide continuous sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets along wall edges above the 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.
- G.1.3. Full Wall Framing: Minimum of 2" X 4" wood or 3 5/8" metal studs.
- G.1.4. All gypsum board partitions shall be constructed of one layer of 1/2" wallboard each side
- G.1.5. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

G.2. Type 2 – *Interior Gypsum Wallboard Partitions: Location: typical partition type, unless otherwise noted: all walls other than those designated as Type 1.*

- G.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.
- G.2.2. All gypsum board partitions shall be full height and extend from floor to a minimum of 1'-0" above finished ceiling. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
- G.2.3. Wall Framing: 2" X 4" wood or 3 5/8" metal studs.
- G.2.4. All gypsum board partitions shall be constructed of one layer of 1/2" wallboard each side

G.3. Type 3 – *Interior Secure Evidence Storage Partitions: Wrap the interior walls of the existing gypsum board partitions with 3/4" plywood.*

- G.3.1. Landlord must consult with local building inspector for determination of all structural and fire ratings required for any and all construction.
- G.3.2. Wrap the interior walls of the existing gypsum board partitions with 3/4" plywood.
- G.3.3. Extend plywood construction to above ceiling grid,
- G.3.4. Above plywood construction secure heavy gauge chain link fencing from top of wall to roof deck above

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G.4. Existing Walls to remain: Walls shown as existing on the plan shall remain unless otherwise noted or required for code conformance.

**H. GYPSUM WALLBOARD - STANDARDS:** All gypsum board shall be standard 1/2" material, unless otherwise required by code (i.e.: Baths @ MR board). Use of domestically manufactured products is encouraged. 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.

H.1. Metal Studs @ all: 25 gauge (min.)

H.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.

H.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.

**I. FINISHES:**

I.1. FLOORING SCOPE:

I.1.1. Remove/lawfully dispose of and replace existing carpet in reception entry area, open office areas and areas scheduled for removal of existing walls.

I.1.1.1. Existing carpet in private offices may remain if in good repair, carpet in bad repair (zippered, wrinkled or with holes) shall be replaced.

I.1.2. Flooring in Tenant's staff break room, data room, storage and archive rooms may be either carpet or VCT at the Landlords option.

I.1.3. Provide and install new vinyl cove base in all areas receiving new flooring

I.2. CARPET : Provide and install new level, graphic or textured loop direct glue-down broadloom carpet in open office areas, classroom, public entry and behind the clerical transaction counter. All carpet shall be per the Landlord's standard, with color selection made by the Tenant from the Manufacturer's full selection of standard colors

I.3. Vinyl Composition Tile (VCT): To be provided and installed in the new rest room, storage room, IDF room, kitchen break area, and staff entrance work area. All submittals shall meet or exceed the following specifications:

I.3.1. Manufacturer: Armstrong

I.3.2. Style: Imperial Texture standard "Excelon"

I.3.3. Size: 12" x 12" x 1/8"

I.3.4. Color: Tenant to select color(s) from manufacturers' full range of standard product. No more than two (2) colors shall be selected for use by the Tenant, use of patterns(if any) shall be limited to simple geometric layout.

Installation Adhesive: utilize manufactures'' recommended low VOC adhesives.

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- I.4. Vinyl Cove Base: Provide and install new 4" high vinyl cove toe baseboard in all areas receiving new carpet.
  - I.4.1. Manufacturer: *Johnsonite or Mercer*. To be used with all flooring in all areas. Tenant shall make color selection (no more than two (2) colors shall be selected) from the manufacturer's full range of standard products. Provide and install new vinyl cove toe baseboard on all walls.
- I.5. Vinyl Termination Strips: To match vinyl cove base materials. Manufacturer: *Johnsonite or Mercer*.
  - I.5.1. Termination strips or change of height strips to be supplied and installed as required in order to mask all exposed flooring edges and intersections.
- I.6. **PAINTING:** *Use of low/no VOC paints shall be preferred, conforming paints include Sherwin Williams "Harmony" style paints.*
  - I.6.1. New Drywall Construction: provide minimum of one coat of primer and two coats of finish paint,
  - I.6.2. Existing Drywall Construction: provide minimum of one coat of finish paint,
  - I.6.3. Door and interior window Frames: Shall be painted
  - I.6.4. Paint Finishes:
    - I.6.4.1. General office areas shall be (scrubbable) interior eggshell finish.
    - I.6.4.2. Rest rooms and staff lounge shall be *semi-gloss* (scrubbable) finish.
    - I.6.4.3. Doors, Frames and Casings: shall be *semi-gloss* (scrubbable) finish.
  - I.6.5. Colors: To be selected by Tenant from manufacturer's full selection of standard color offering. No more than two (2) colors shall be selected.

**J. RESTROOMS:** Existing "common area" Rest Rooms shall be used by the tenant, the rest rooms shall be repainted, and the following renovations shall be provided for conformance with Barrier-Free Design codes.

- J.1. The door closers for both (men's and women's) rest room doors shall be adjusted to require no more than 5 lbs. of force for operation.
- J.2. The coat hooks located in both wheelchair accessible stalls shall be lowered to 48" high
- J.3. The existing toilet paper dispensers in both rest rooms shall either be replaced with or supplemented by a single toilet paper roll dispenser located below the grab bar at 7" to 9" from the front edge of the toilet.
- J.4. The flush lever on the toilet located in the men's wheelchair accessible stall shall be altered, either providing an automated flush mechanism or a flush lever located on the approach side of the toilet.

**K. ELECTRICAL:**

- K.1. The Landlord shall utilize energy conservation equipment throughout the space whenever feasible.
- K.2. The Tenant shall favorably consider energy conservation alternatives for all items within this section, including but not limited to motion sensed light switching.
- K.3. Electrical Service: Shall be adequate for the constant and additional demand loads of all lighting, HVAC, electrical outlets, specialty equipment and any and all other items.
- K.4. Electrical Outlets: Provide duplex electrical outlets in all areas as required by code, the specifications herein, and as noted on the floor plans, providing no less than the number shown and approximate locations shown. If an outlet shown on the floor plans duplicates an existing outlet in the designated location, no additional outlet is required.

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- K.4.1. Clerical transaction counter: Provide duplex electrical outlets above work surface height at each section of the three transaction windows/stations in the locations shown. Provide circuitry sufficient for use of PC at each.
- K.4.2. Class Room: The large classroom shall be provided with:
  - K.4.2.1. Primary long wall: As shown on plan, provide a minimum of one (20) amp duplex outlet at approximately every five (5) feet of lineal wall located at 36" above the floor level. A "raceway" system may be used for this purpose in conjunction with the data/phone jacks.
  - K.4.2.2. Remaining Three walls: as shown on plan. .
- K.4.3. Squad Room: The squad room shall be provided with:
  - K.4.3.1. Above each of the two spans of continuous work counters: As shown on plan, provide a minimum of one (20) amp duplex outlet approximately every five (5) feet of lineal wall located above the counters at 36" above the floor level. A "raceway" system may be used for this purpose in conjunction with the data/phone jacks.
  - K.4.3.2. Other walls: as shown on plan.
- K.5. Electrical Finishes: All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
- K.6. 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.
- K.7. Electrical Power Poles – for Systems Furniture "Cubicle" Workstations
  - K.7.1. Provide, install and provided electrical connective for two free standing (properly installed & anchored to structure above ceiling) power poles in the locations shown in the plan. Include provision and connection of all electrical circuitry and junction boxes and provision of two duplex electrical outlets provided in each pole at desk height.
- K.8. Data Poles – for Systems Furniture "Cubicle" Workstations
  - K.8.1. Provide, install and provided connectivity to two free standing (properly installed & anchored to structure above ceiling) "data" power poles in the locations shown in the plan. Include provision and connection of all telecom and data wiring and provision of at least four (two telecom two data) jacks on each pole at desk height.

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

- L.1. General Interior Lighting Fixtures: Reuse of existing 2' x 4' recessed fixtures shall be allowed, supplemented with matching fixtures where necessary in order to provide the Tenant layout.
  - L.1.1. use of high efficiency T-8, 4100 degree kelvin lamps is encourage.
  - L.1.2. Switching to be provided at all staff private offices, class room, and storage rooms and as otherwise determined by the Tenant.
- L.2. Interior Lighting - Ballast and Lamps:
  - L.2.1. 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.
  - L.2.2. All new interior lighting shall be energy conservation:

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- L.2.2.1. 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%
- L.2.3. Lamp Type: High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.
- L.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".
  - L.3.1.1. Interior Areas . . . . . 30-40 Foot-candles at 30" from finished floor.
  - L.3.1.2. Night Light Circuits: Shall be provided throughout the common areas of the building and as otherwise defined by the Tenant. The minimum illumination standards at floor level, are set forth as follows:
  - L.3.1.3. Common Areas. . . . . 5 Foot-candles
- L.4. Means of Egress Lighting: 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.
- L.5. Labeling: All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker.

**M. COMMUNICATIONS REQUIREMENTS:**

- M.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.
- M.2. Telephone and Data Circuits: Landlord shall be responsible for provision of all telephone and data connectivity throughout the space – Landlord shall coordinate said provision with Tenant. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communications Room(s), including but not limited to: digital data services and ISDN. Landlord to provide Telephone riser cable conforming to Tenant's current needs from the building's d-mark into the Tenant's Data/Communications Rooms.
- M.3. Telephone and Data Station Cabling:
  - N.3.1 Telephone and Data: The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenant. All such services shall be terminated, including premise cabling, within the (Data/Com) Communications Rooms, including but not limited to: digital data services and ISDN. The color of the cable and jacks shall be "Blue".
  - N.3.2 Station cabling: The Landlord shall provide and install all required port patch panels with rear cable management bars, integrated vertical power strips/poles and one (1) seven 7'-0" relay rack with vertical cable channels. Units 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. 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. (reference source Bicsi TDM Manual)

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**N.3.3 IDF Room Telephone cabling:** The Landlord shall provide and install CAT 5E telephone cabling in the Data/Communications room. Said cabling shall originate in IDF locations on 66 Type Blocks within the Data/Communications Room and shall be terminated at RJ 45 patch panels located on the relay rack. Patch panels shall provide for an increase in the number of incoming telephone lines up to a total of 65. The color of the cable and patch panel labeling shall be "Yellow". 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.

**N.3.4** 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.

**N.3.5** Contain no 90-degree conduits (also known as an LB).

**N.3.6** 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.

**N.3.7** Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.

**M.4. Grounding:** All racks, metallic backboards, cable sheaths, metallic strength members, splice cases, cable trays, etc., entering or residing in the TR or ER shall be grounded to the respective TGB or TMGB using a minimum #6 AWG stranded copper bonding conductor

**M.5. Identification and Labeling:** All telecommunications cables and terminals shall be clearly and permanently labeled in accordance with the Tenant's standard labeling system.

**M.6. Testing and Acceptance:** All cables and termination hardware shall be 100% tested for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-A Addendum 5, TSB-67 and TSB-95. All pairs of each installed cable shall be verified prior to system acceptance. Any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks shall be repaired or replaced in order to ensure 100% useable conductors in all cables installed. Such testing results shall be provided to the Tenant in electronic form.

## **N. FIRE SUPPRESSION SYSTEMS:**

**N.1.** The existing sprinkler system shall be modified if so required to conform to all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions to the existing system shall be the 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.1.1.** System shall be inspected and maintained in conformance with the requirements of the Lease Agreement herein.

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

**N.3.** Means of Egress and Emergency Lighting: shall conform to all local, State and prevailing building codes, the cost of any changes, modification or additions to the existing shall be the sole responsibility of the Owner and/or Landlord.

## **O. FIRE ALARM SYSTEM:**

**O.1.** The presence (or lack thereof) and type provided shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of

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

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

**P. HVAC and VENTILATION:**

- P.1. HVAC – provision of fresh air and other minimum quality standards - Reference the State of NH Standard Lease Agreement, EXHIBIT D, Part II for required testing and certification of compliance with State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings". The requirements of RSA 10-B are as defined by the "Department of Environmental Services" administrative rules Chapter Env-A 2200.
- P.2. HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances, do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy of the new/additional bay of space, the Landlord shall provide the Tenant with said report. Said report shall be deemed as part of the lease/contract documents.
- P.3. 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.4. Thermostats shall be provided in the both the public waiting/transaction area and back staff areas to allow for adjustments by the tenant.

**Q. SIGNS:** All interior and exterior signage shall be provided as follows:

- Q.1. Exterior: The Landlord shall provide the following exterior site/parking signs:
  - Q.1.1. Parking space and parking space access aisle designation signs. All such signs to be provided directly in front of the designated spaces with the lower edge of the sign installed at least 60" above the parking lot.
    - Q.1.1.1. Provide Two (2) "reserved/accessible" parking space signs (each with universal symbol of access) and one (1) "NO PARKING" access aisle sign.
      - Q.1.1.1.1. The parking space to the left of the access aisle shall be additionally designated as "VAN ACCESSIBLE".
    - Q.1.1.2. Provide six (6) "ENFORCEMENT VISITOR" designation signs in close proximity to the public entry of the Premises.
  - Q.1.2. Provide listing of the Tenant on the existing exterior plaza directory sign,
  - Q.1.3. Provide a new sign mounted on the exterior wall adjacent to the public entrance of the Premises identifying the Tenant.
- Q.2. Interior: Tenant shall provide designation signage at all permanent rooms, and other specific needs (such as designation signage at the transaction counter) as required.
  - Q.2.1. Interior Room Designation Sign Specifications to be used by Tenant
    - Q.2.1.1. Sign Base Material: Plastic laminate
    - Q.2.1.2. Lettering/Characters: dimensional lettering and/or characters (note: provide corresponding brail text at the bottom of each sign)
    - Q.2.1.3. Samples: provide samples of each component for initial selection of color, pattern and texture as required.
    - Q.2.1.4. Letter Style font shall be "Ariel" or "Century Gothic".
    - Q.2.1.5. Character Proportion: Letter and numbers on signs shall have a width to height ratio between 3:5 and 1:1 and a stroke-width-to-height ratio between 1:5 and 1:10.

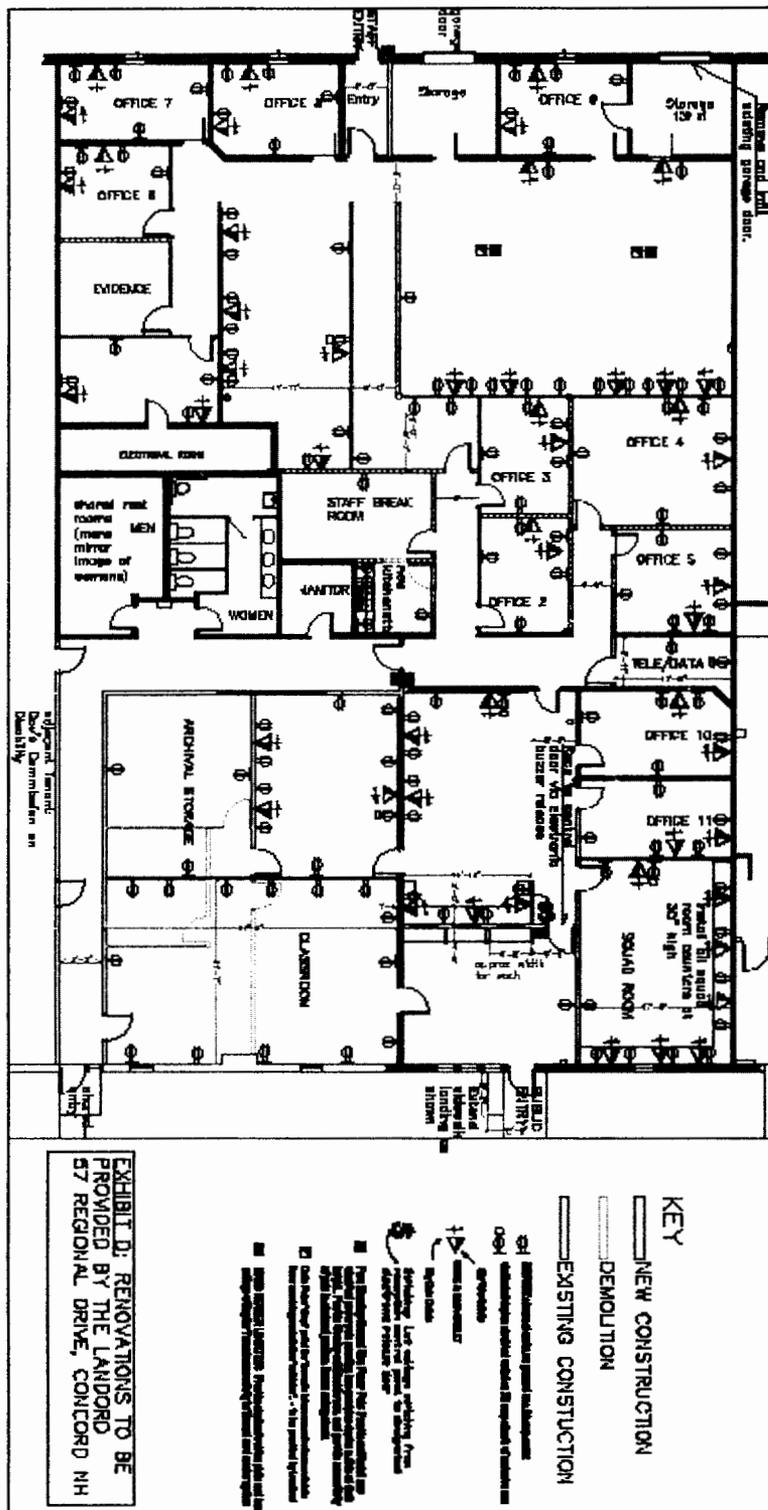
Landlord Initials: DM  
Date: 12/17/10

- Q.2.1.6. Color of sign plate and letters to be in conformance with code requirements (ie: contrasting) and shall be selected by the Tenant.
- Q.2.1.7. Sign Installation Location: *All signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60" above the finish floor to the top line of the signs. Mounting locations shall be such that a person may approach within 3" of a sign without encountering protruding objects or standing within the swing of the door.*
- Q.2.1.8. Universal Symbols of Accessibility: (the wheelchair symbol) all elements (rest rooms for instance) required to be identified as accessible shall use the international symbol of accessibility.

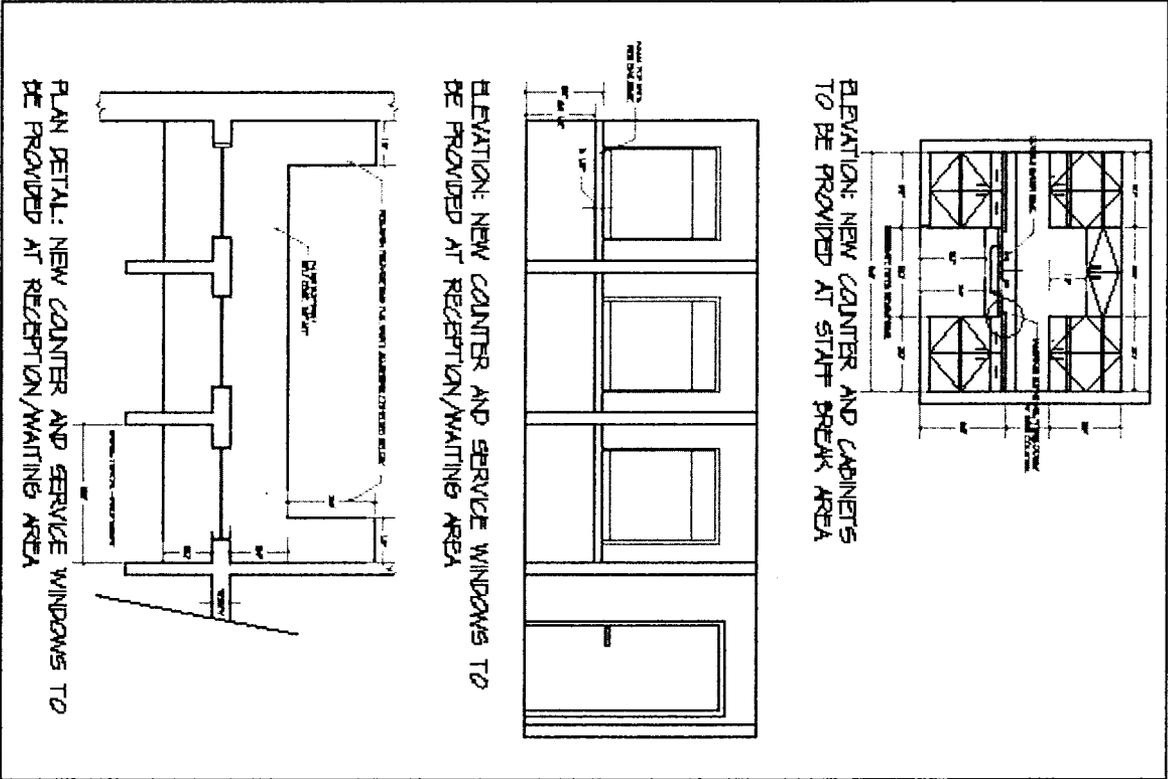
**R. PARKING & SITE Alterations: NOTE: *The following alterations shall be provided prior to tenant occupancy if weather related conditions allow, if not, they shall be provided no later than June 30 2011.***

- R.1. Parking Lot: Provide and install two conforming "accessible" parking spaces and designation signs on either side of the existing access aisle located at the end of the sidewalk leading to the public entry for the Premises. Signage for these spaces shall be as follows:
- R.1.1. Provide one "reserved accessible" parking space sign (universal symbol of access with "RESERVED" below) installed at 60" above the parking lot directly in front of each parking space.
- R.1.2. Provide one reserved van accessible parking space sign (universal symbol of access with "RESERVED VAN ACCESSIBLE" below) installed at 60" above the parking lot directly in front of each parking space.
- R.2. Sidewalk Landing in front of Public entry door: provide conforming landing by expanding existing. The renovated landing shall be level, providing at least 24" of wheelchair maneuvering space opposite the pull (approach) side of the door, and at least 60" of wheelchair maneuvering space in front of the door. The minimum landing size shall be 60" x 60". The edges of the landing shall be flush to the adjacent landscape elements.
- R.2.1. Repair all cracks and uneven surfaces on the public entry sidewalk, providing a smooth paved surface.

Landlord Initials: GM/c  
Date: 11/27/10



Landlord Initials: GM  
 Date: 12/17/20



**Exhibit D: Elevations and Details**

Landlord Initials: *GM*  
 Date: *11/27/20*

**EXHIBIT E**  
**SPECIAL PROVISIONS**

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

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

**Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than four million (\$4,000,000) each occurrence. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

Landlord Initials: GM 2  
Date: 11/17/12

David Gleason, Chair  
Cheryl Killam, Vice Chair  
VACANT, Accessibility Specialist

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

November 16, 2010

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

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

**Lessee:** New Hampshire State Liquor Commission, Division of Enforcement  
**Location:** 57 Regional Drive, Concord, NH 03301  
**Lessor:** Gerald P. McCarthy Properties, PO Box 100, West Wareham, MA 02576  
**Term:** December 8, 2010 – February 28, 2016.

The Architectural Barrier-Free Design Committee respectfully recommends that the subject **new lease** for approximately 8,380 square feet be **approved with the following conditions:**

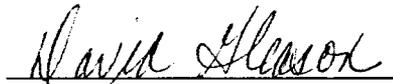
1. All renovations must be completed in compliance with Exhibit D and with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006 and ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2009 and ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). **When applicable (designated by "LAHJ approval required."), renovation plans shall be submitted to the local authority having jurisdiction (i.e. the Building Inspector) for approval.**
2. **The committee also adds the following conditions:**
  - a. Add additional landing for wheelchair accessibility. **ANSI 4.3.3**
  - b. Clear all holes and or /divots presently located on the entrance path. **ADAAG 4.5 ANSI 302**
  - c. Adjust door closers to meet the 5 lb requirement **ANSI 404.2.8**
  - d. Modify or Replace toilet flush mechanism **ANSI 604.6**
  - e. Mount coat hooks to meet 48" standard **ANSI 603.4**
  - f. Add supplemental toilet paper dispenser to meet accessibility standards in women's bathroom. **ANSI 604.7**

In addition to the items mentioned above, there shall be (at the landlords expense and suggestion) an additional parking space as well as another van accessible space added to the existing parking spaces already provided. These additions shall comply **with IBC 1106.5 and AADG 4.6**

This recommendation is based upon the site-survey completed by Administrative Services with the assurances that accessibility for this facility will be improved upon completion of the Exhibit D renovations and the conditions stated above.

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



Jb/kg

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

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/16/2010

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

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

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Vermont Mutual Ins Co	26018
INSURER B: NorGUARD	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

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

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

### CERTIFICATE HOLDER

New Hampshire Liquor Commission  
 57 Regional Drive  
 Concord, NH 03302

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE  
 Jennifer Kokolis/CM4 *Jennifer J. Kokolis*

## **IMPORTANT**

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

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

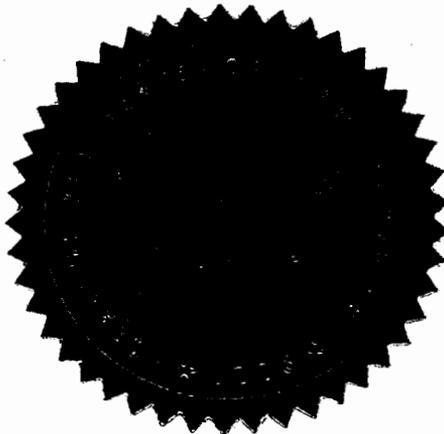
## **DISCLAIMER**

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

State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16<sup>th</sup> day of November, A.D. 2010

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

William M. Gardner  
Secretary of State

# McCARTHY PROPERTIES

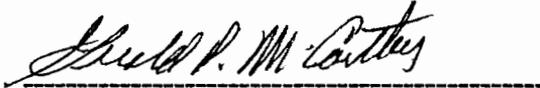
P.O. Box 100  
West Wareham, MA 02576

(508) 291-1161  
(508) 273-0017 Fax

November 17, 2010

## CERTIFICATE OF AUTHORITY

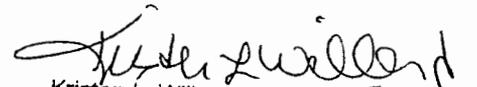
I Gerald P. McCarthy certify that I am authorized to execute and sign all leases on behalf of McCarthy Properties including the lease for the New Hampshire State Liquor Commission located at 57 Regional Drive, Concord, NH.



Gerald P. McCarthy

**NOTARY STATEMENT:** As Notary Public registered in the State of Massachusetts, the County of Plymouth, upon this date of November 17, 2010 the above named Gerald P. McCarthy appeared before me and acknowledged the above CERTIFICATE OF AUTHORITY.

In witness whereof I hereunto set my hand and official seal.



Kristen L. Willard  
Notary Public  
My Commission Expires April 15, 2016  
Commonwealth of Massachusetts



Television

Lottery numbers grid with columns 1-7 and rows 1-6.

Today's Best Bets



Katie Couric

8 p.m. on CBS... Stand Up to Cancer... Katie Couric anchors a special event...

9 p.m. on CBS... The Good Guys... A comedy series about a police precinct...

10 p.m. on PBS... The Good Guys... A comedy series about a police precinct...

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Television schedule grid for Friday 9/10/10 with columns for time slots (8:00, 8:30, 9:00, 9:30, 10:00, 10:30) and rows for various channels (ABC, NBC, CBS, etc.).

Real estate advertisement for furnished and unfurnished apartments with contact information.

Real estate advertisement for unfurnished apartments with contact information.

Customer Service Manager advertisement for a retail store.

Public Notice regarding a zoning variance for a property at 10 Grandview Rd.

Public Notice regarding a zoning variance for a property at 10 Grandview Rd.

Public Notice regarding a zoning variance for a property at 10 Grandview Rd.

Public Notice regarding a zoning variance for a property at 10 Grandview Rd.

Talk Shows advertisement listing various programs like 'Good Morning America'.

Talk Shows advertisement listing various programs like 'Good Morning America'.

Real estate advertisement for unfurnished apartments.

Real estate advertisement for unfurnished apartments.