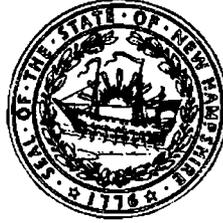


50A-B

Frank Edelblut
Commissioner



Paul K. Leather
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-6133
FAX (603) 271-1953

March 23, 2017

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

REQUESTED ACTION

Authorize the Department of Education, Division of Career Technology and Adult Learning to enter into a sole source Holdover Amendment to the existing lease with Riverside Properties of Nashua, Inc. (Vendor Code # 158064), Nashua, NH 03060 by increasing the price limitation in the amount of \$57,000.00 to \$342,000.00 from the original amount of \$285,000.00 and extending the end date from April 30, 2017 to April 30, 2018 for continued occupancy of the Nashua Vocational Rehabilitation Office. Governor and Council approved the original lease on February 22, 2012, Item #63B. 100% Federal

Funding is available in the following account titled Field Program-Match for FY 17 and FY 18 pending legislative approval of the next biennial budget as follows:

		<u>FY17</u>	<u>FY18</u>
06-56-56-565510-40200000-022-500248	Rents-Leases other than State	\$ 9,500.00	\$47,500.00

EXPLANATION

This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space than relocation to a temporary location, prior to completion of the ongoing lease RFP process. The Department of Education has solicited a competitive Request for Proposal process which closes on April 14, 2017. The additional twelve months will provide the time needed to complete an expanded search for leased property, which may yield multiple office space options, which will be the basis for any future proposed long term lease for this catchment area.

The Department of Education, Bureau of Vocational Rehabilitation is seeking approval to enter into an amendment of up to twelve (12) months, commencing May 1, 2017 and ending no later than April 30, 2018, providing continued rental of the current Nashua Vocational Rehabilitation office space, consisting of approximately 3,000 square feet, located at 5 Pine Street Ext, 1st Floor, Nashua, NH. Extending the lease term will allow the Department to continue lawful payment of rent while continuing occupancy.

The Bureau of Vocational Rehabilitation has occupied this Nashua Vocational Rehabilitation Office location at 5 Pine Street Extension since 2012, it currently houses ten counselors and support staff.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
March 23, 2017
Page Two

The amendment extends the current monthly rent of \$4,750.00 which is approximately \$19.00 per square foot for up to twelve (12) months, and also provides the Tenant with an option for early termination. Provision of all site and building maintenance is included in the annual rent. A copy of the original lease is attached.

Approval of this lease amendment will allow the Department of Education to continue to provide services to the public in the Nashua area while finalizing the RFP process and submitting any subsequent proposed replacement lease to all required parties for final authorization.

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

Respectfully submitted,



Frank Edelblut
Department of Education

S:/dcta/bvr/vrco/common/G&C/NRO Amendment 2017

AMENDMENT

This Agreement (the "Amendment") is dated, March 15, 2017 and is by and between the State of New Hampshire acting by and through the Department of Education, (the "Tenant") and Riverside Properties of Nashua Inc, (the "Landlord") with a place of business at 22 Kehoe Ave, Nashua, New Hampshire 03060.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 3,000 square feet of space located at 5 Pine Street Extension, 1st Floor, Nashua, New Hampshire which was approved by the Governor and Executive Council on February 22, 2012, item #63B, 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 a holdover term to facilitate the Tenant's finalization of their ongoing "Request for Proposal" (RFP) process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of final approvals, and;

The Tenant will need up to twelve (12) months to complete such process however the Agreement expires well in advance of this, therefore amendment of the current Agreement to provide delay of term expiration is necessary to authorize Tenant's continued lawful payment of rent and occupancy while processes are concluded;

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, April 30, 2017 is hereby amended to terminate up to twelve (12) months thereafter, April 30, 2018.

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

4.1 Rent: The current annual rent of \$57,000.00 which is approximately \$19.00 per square foot will remain unchanged during the amended Agreement, payable as \$4,750.00 monthly due on the first day of the month during the amended term. The first monthly installment shall be due and payable May 1, 2017 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month unless the Term is sooner terminated in accordance with this Agreement. The total cost of this agreement shall not exceed twelve (12) month's rent which is \$57,000.00.

Initials: SP
Date: 3/15/17

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. 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: SM
Date: 3/15/17

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

TENANT: State of New Hampshire Department of Education

Date: 3/30/17

By [Signature]

LANDLORD: Riverside Properties of Nashua Inc.

Date: 3/15/17

By [Signature] V.P. Controller

Acknowledgement: State of New Hampshire, County of Hillsborough.

On (date) 3/15/17, before the undersigned officer, personally appeared Stephen Bonnette, 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] Meghan Webber

Commission expires: December 7, 2021 Seal:

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

Meghan Webber, Notary Public

MEGHAN D. WEBBER, Notary Public
State of New Hampshire
My Commission Expires December 7, 2021

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

By: [Signature], Assistant Attorney General, on 4/5/17.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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 RIVERSIDE PROPERTIES OF NASHUA INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 05, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 244855



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of March A.D. 2017.

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

William M. Gardner
Secretary of State

Exhibit A

ACTION BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS OF
RIVERSIDE PROPERTIES OF NASHUA, INC.

(In Lieu of Special Meeting)

The undersigned, being all of the Directors of Riverside Properties of Nashua, Inc. (the "Corporation"), a New Hampshire corporation, take the following action by unanimous consent, in lieu of a special meeting of the Directors of the Corporation, as permitted by New Hampshire RSA 292-A: 8.21 :

Voted: That Stephen J Bonnette, as Vice President of the Corporation (the "Authorized Officer") is hereby authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Corporation, all documents or instruments necessary or appropriate in his sole and absolute direction to effectuate the foregoing resolutions including, but not limited to, the promissory notes, mortgage deed and security agreements, ISDA Master Agreement and related documents and agreements.

Voted: That the Authorized Officer is hereby authorized and empowered in the name and on behalf of the Corporation to enter into one or more agreements with the State of N.H. in connection with lease signing for the Department of Education.

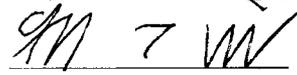
Voted: That any and all actions heretofore or hereafter taken by the Authorized Officer of the Corporation consistent with the terms of the foregoing resolutions be, and they hereby are, ratified and confirmed as acts and deeds of the Corporation.

Voted: That the Secretary of the Corporation be, and he hereby is, authorized and directed to certify a copy of resolutions to third parties, including the Bank and it's counsel in connection with the consummation of the agreement.

Dated: March 15, 2017

 3/15/17

Stephen J. Bonnette

 3/15/17

Alvin R. Bonnette



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2017

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

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

PRODUCER Slawsby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	CONTACT NAME: Susan Williams PHONE (A/C, No, Ext): (800) 258-1776 E-MAIL ADDRESS: SWilliams@Minutemangroup.com	FAX (A/C, No): (603) 429-1843
	INSURER(S) AFFORDING COVERAGE	
INSURED Riverside Properties of Nashua, Inc. 22 Kehoe Ave. Nashua NH 03060	INSURER A: Tudor Insurance	
	INSURER B: Evanston Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 2016-2017

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			NPP8188765	10/25/2016	10/25/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ Included Deductible Mod Factor \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EZXS1007081	10/25/2016	10/25/2017	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH Dept of Education 21 South Fruit Street Suite 20 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lars Olson/JOANN
---	---

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RIVERSIDE PROPERTIES OF NASHUA INC

22 KEHOE AVE

NASHUA NH 03060

To whom it may concern,

03/15/17

Riverside Properties of Nashua is a real estate holding company with no employees. At this time Nashua Lumber Co performs work related to the maintenance of the NH Department of Education Vocational Rehab at 5 Pine St. unit 1c, for Riverside Properties of Nashua Inc.



3/15/17

Stephen J Bonnette VP/Controller

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

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

DATE: April 10, 2017

SUBJECT: Attached Lease Extension;
Approval respectfully requested

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

LESSEE: Department of Education, Division of Career Technology and Adult Learning,
129 Pleasant Street, Concord NH

LESSOR: Riverside Properties of Nashua, Inc., 22 Kehoe Ave, Nashua, NH 03060

DESCRIPTION: Lease Extension: Approval of the enclosed will authorize continued occupancy at the Departments' current "Nashua Office" comprised of 3,000 square feet of space located at 5 Pine Street Extension, Nashua, NH. It was the most cost effective way to secure the necessary office space while finalizing the "Request for Proposal" Authorization process for the replacement contract and allow Landlord construction time to build a new facility.

TERM: Twelve (12) months: commencing May 1, 2017 ending April 30, 2018

RENT: The current rate will stay at \$19.00 per square foot which is \$57,000.00 annually and shall be payable as \$4,750.00 per month per the original lease.

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL: \$57,000.00 for the 12-month term

PUBLIC NOTICE: Sole-Source amendment of current lease, the intent however is to finalize the RFP processes during the next 12 months.

CLEAN AIR PROVISIONS: None applicable to an amended term

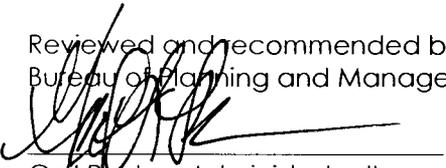
BARRIER-FREE DESIGN COMMITTEE: No review required for an amended term

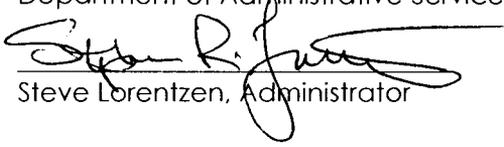
OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management

Approved by:
Department of Administrative Services


Gail Rucker, Administrator II


Steve Lorentzen, Administrator

Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144



Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

FOR INFORMATION ONLY

G & C Letter # _____
G & C Date 2-22-12
APPROVED: _____
Page # _____
Item # 638

February 1, 2012

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

REQUESTED ACTION

Authorize the NH Department of Education, Division of Career Technology and Adult Learning to enter into a lease agreement with P. M. Mackay and Sons, Inc., 5 Pine Street Extension, Nashua, NH 03060 (vendor code 154088) for a five-year term commencing March 1, 2012 and ending April 30, 2017 for the purpose of Vocational Rehabilitation regional office space. The total cost of the lease term is \$285,000.00 and the annual cost for the first year is \$57,000.00 which is \$19.00 per square foot. The space is comprised of 3,000 square feet located on the first floor of the #6 Mill Annex, 5 Pine Street Extension, Nashua, NH 03060.

Funding for this request is available according to Attachment A (96.5% Federal/3.5% General) pending legislative approval of the next two biennial budgets.

EXPLANATION

The NH Department of Education is seeking approval to enter into a five (5) year lease commencing March 1, 2012 and ending April 30, 2017 for the provision of vocational rehabilitation office space located at 5 Pine Street Extension, 1st floor, Nashua, NH for the Bureau of Field Services. The location is approximately 3,000 square feet, in the amount of \$285,000, with lease payable at a "gross" rate of \$19.00 per square foot, \$57,000.00 annually for each year with no escalation. The rate includes the Landlord's provision of heat, electricity, janitorial services, real estate taxes, insurance, snow plowing and removal, and building and site maintenance.

As required by Administrative rule ADM 610.06 "Public Notice", the NH Department of Education conducted a space search soliciting "letters of interest" for a leased space in the Nashua, NH area for a term of up to five years through publication of a "Request for Proposal" in the Nashua Telegraph on September 16, 2011 and September 23, 2011; concurrently the

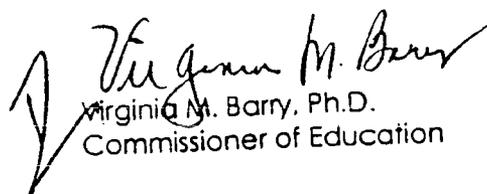
His Excellency, Governor John H. Lynch
and the Honorable Council
February 1, 2012
Page two

NH Department of Administrative Service's Bureau of Planning and Management also posted the RFP on their website in order to broaden exposure.

The space search produced the following two responses: the existing landlord Gemini Investment Properties, LLC of 25 Riverside Street, Nashua, NH offered a five year renewal term of 2,948 square feet at \$27.69 "gross" per square foot; a response from P.M. Mackay and Sons, Inc. offered 3,000 square feet of space at #6 Mill Annex located at 5 Pine Street Extension, Nashua, NH at \$19.00 "gross" per square foot. The office space located at 5 Pine Street Extension, Nashua, NH was chosen as the most cost efficient and viable proposal.

Approval of the enclosed lease will allow the NH Department of Education, Division of Career Technology and Adult Learning, Vocational Rehabilitation, Bureau of Field Services to continue to provide vocational rehabilitation services to the citizens in the Nashua area in an efficient and uninterrupted manner; your positive consideration is therefore request.

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

S:/dcta/bvr/vrco/common\gnc\NRO lease 2012.doc

ATTACHMENT A

	<u>SFY 2012</u>	<u>SFY 2013</u>	<u>SFY 2014</u>	<u>SFY 2015</u>	<u>SFY 2016</u>	<u>SFY 2017</u>
06-056-565510-4020-022-500248	\$9,500.00	\$54,978.00	\$54,978.00	\$54,978.00	\$54,978.00	\$45,478.00
06-056-565510-4030-022-500248	0.00	2,022.00	2,022.00	2,022.00	2,022.00	2,022.00

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

3.5 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) May 1, 2012

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

AmB

Date:

1/23/12

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

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

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

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

Exceptions: _____

OR:

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

Exceptions: The Tenant shall be solely responsible for provision of telecommunications and data services, making Direct payment to the providers of the services.

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

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

Landlord Initials: PJB

Date: 1/23/12

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 a regional client service office for the Department of Education, Division of Career
Technology and Adult Education.

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 1st 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 1st 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, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

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 observance of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

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

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

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

20. Hazardous Substances:

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

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

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

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

20.5 Asbestos:

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

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

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

20.6 Material Safety Data Sheets (MSDS)

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

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

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- 21. Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
- 22. Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
- 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: Peter Bonnette
 Title: President, P. M. Mackay and Sons, Inc.
 Address: 5 Pine Street Extension, Nashua, NH 03060 Phone: (603) 882-2991 x1005
 Email Address: peter@pmmackaygroup.com

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

TENANT'S CONTACT PERSON:

Name: Sharon DeAngelis
 Title: Business Administrator, Department of Education
 Address: 21 S. Fruit Street, Suite 20, Concord NH 03301 Phone: (603) 271-3806
 Email Address: sharon.deangelis@doe.nh.gov

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

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

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

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

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

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

Landlord Initials: LMB
 Date: 1/23/12

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

26. Personnel:

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

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

28. Miscellaneous:

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

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

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

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

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

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

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

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

28.9 Special Provisions: The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit 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: PMB

Date: 1/25/12

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 _____
State of New Hampshire Department of Education

Authorized by: (full name and title) Virginia J. Barry, Commissioner

LANDLORD: (full name of corporation, LLC or individual) P. M. Mackay and Sons, Inc.

Authorized by: (full name and title) Peter M. Bonnette, President

Signature P. M. Bonnette

Print: Peter M Bonnette President
Name & Title

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

OF: New Hampshire COUNTY OF: Hillsborough

UPON THIS DATE (insert full date) January 23rd 2012, appeared before
me (print full name of notary) KATHLEEN A. ALBEE the undersigned officer personally

appeared (insert Landlord's signature) Peter M. Bonnette
who acknowledged him/herself to be (print officer's title, and the name of the corporation) President / Secretary
P. M. Mackay + Sons 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)

Kathleen A. Albee
Justice of the Peace
03/2010

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: 2/13/2012

Approving Attorney: Abbe M. Albee

Approved by the Governor and Executive Council:

Approval date: 2. 22. 2012

Signature of the Deputy Secretary of State: _____

Landlord Initials: PMB
Date: 1/23/12

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 Tenant's demised premises are located in a 1st floor suite of space configured as shown in the attached schematic plan titled "Exhibit A, Demise of Tenant Premises". In addition to the demised premises the Tenant shall have the right to use the common area public entrance, lobby, and exits serving the building to which the Premises are a part.

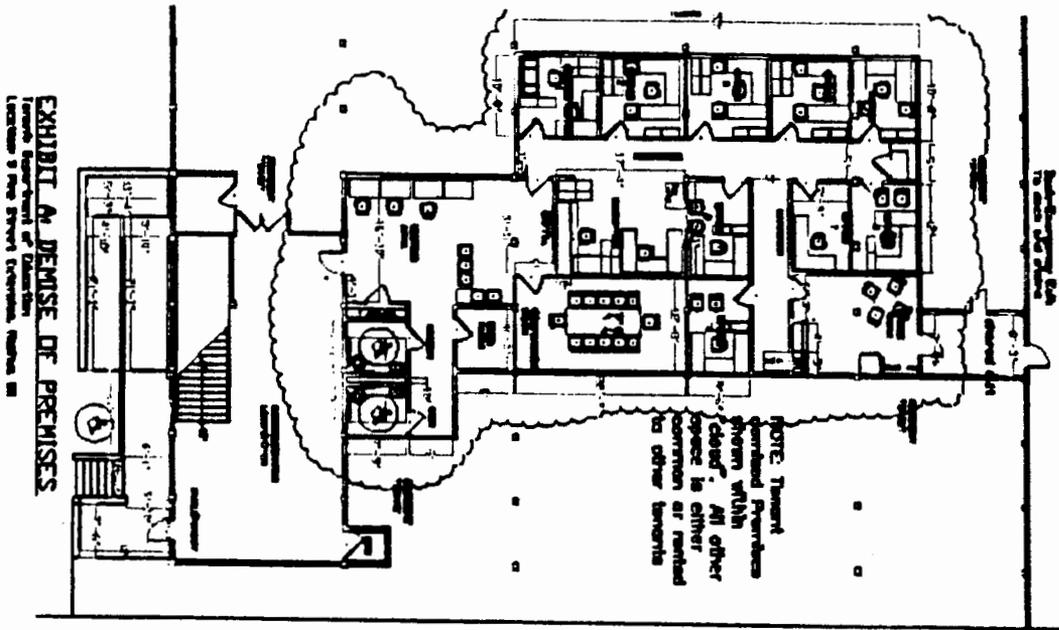
Part II Parking Layout: *attach hereto a site plan, sketch or detailed description of any parking areas designated for the use of the Tenant during the Term herein. Illustrate and/or note all parking spaces designated for the Tenant's exclusive use, or shared use in common with others, and/or spaces 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.*

At no additional charge to the Tenant, the Landlord shall provide parking, shared in common with others, for use by the Tenant's staff and visitors. The parking provided shall be in the lot located directly in front of the building to which the premises are a part, and in the "head in" parking spaces located along the front edge of said building.

Landlord Initials: *AMB*

Date: *1/23/12*

Exhibit A-Floor Plan



Landlord Initials: *pmb*
Date: *1/23/12*

**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 3,000 square foot Premises during the FIVE -YEAR 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 per year	%
1	May 1, 2012 – April 30, 2013	\$19.00	\$4,750	\$57,000		
2	May 1, 2013 – April 30, 2014	\$19.00	\$4,750	\$57,000	0%	
3	May 1, 2014 – April 30, 2015	\$19.00	\$4,750	\$57,000	0%	
4	May 1, 2015 – April 30, 2016	\$19.00	\$4,750	\$57,000	0%	
5	May 1, 2016 – April 30, 2017	\$19.00	\$4,750	\$57,000	0%	
Total for five-year term:				\$285,000.00		

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

There shall be NO additional payments due or payable under the terms of the Agreement herein.

Landlord Initials: PMB
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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.*

The Landlord shall be solely responsible for the provision of janitorial services to the both the common area and "exclusive use" areas of the Premises; provision of the services shall be in accordance with the following:

STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. **SCOPE:** These specifications provide for accomplishing custodial services in a professional and workmanlike manner in compliance with these specifications and subject to the terms and conditions of the Agreement herein.
- 1-02. **DESCRIPTION OF WORK:** The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified.
- 1-03. **HOURS OF SERVICE:** All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday after 5:00 pm.
- 1-04. **DEFINITIONS OF SERVICES:**
- A. **Sweeping** - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. **Damp-Mopping** - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. **Buffing** - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. **Floor Scrubbing** - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - F. **Floor Stripping** - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. **Primary Floor Finishing** - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - H. **Touch-Up of Floor Surfaces** - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.
 - I. **Resilient Floor Coverings** - Includes linoleum, VCT and non-pvc content composition resilient tiles.
 - J. **Vacuum Carpets (spot clean)** - Vacuum all carpeted common areas, heavy traffic areas and entranceways.
 - L. **Vacuum Carpets** - Vacuum all carpeted surfaces, inclusive of all offices and workstations.

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M. Carpet Shampooing/Cleaning Hot Water Extraction: Utilize a truck-mounted hot water extraction unit, this unit may either utilize an independent engine or run off the truck's engine. The extraction system/machine used shall provide approx 500 lbs of pressure and heat the cleaning solution to approximately 180°. Utilize a high production unit, consisting of a cleaning wand with motorized power brushes to work the solution into the pile and loosen soil. Spray the heated detergent/water solution into the carpet at high pressure and immediately extract along (recovered water/soil vacuumed into holding tank) with suspended soil particles. Prior to carpet cleaning thoroughly vacuum in order to remove all surface particles. In heavily soiled areas, pre-treat carpet with an aggressive alkaline-based solution to assist breaking the bond between ground-in particulate and contaminants from the carpet fiber.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power.

A. Materials and Supplies - The LANDLORD shall furnish all materials and supplies required.

B. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. All hazardous items shall be handled in conformance with the terms of the Agreement herein.

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

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

1-07. QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. The LANDLORD assumes responsibility of their employees, subcontractors, agents and invitees.

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

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work may be made by the Tenant's designated representative. The representative shall have the authority to point out to the LANDLORD incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the Agreement herein. In addition, the Tenant's designated representative shall be authorized to maintain a daily "Jani Log" to note any deficiencies and/or special needs. LANDLORD shall be responsible to check this log daily, attend to requests and initial when complete.

1-10. DEFECTIVE WORK AND DAMAGES: The Tenant will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies.

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

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- A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.
- B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.
- C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.
- D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.
- E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.
- F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.
- G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.
- H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.
- I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.
- J. Diffuser Cleaning - Diffusers are clean when all surfaces are without dirt, stains, film or streaks. All articles removed must be replaced immediately.
- K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

- A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, dispensers, spot cleaning walls, and doors as required; and filling all paper and soap dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. Floors shall be dry swept and damp mopped.
- B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.
- C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.
- D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD). Damp mopped resilient floors shall be buffed with appropriate brushes.
- E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

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F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent trim shall be wiped clean with a damp cloth. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

K. Cleaning Laminate Counter Tops - Clean any laminate counter tops. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished.

T. Burned-Out Lights - Incandescent and fluorescent lamps and/or ballasts will be furnished and replaced by the LANDLORD.

V. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights after the conclusion of their nightly operations.

13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this

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purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.

- 1-15. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, and soap.
- 1-16. PEST CONTROL: The LANDLORD is to provide any and all pest control which may be necessary within the facility, in conformance with foregoing provisions of the Agreement herein.

**SECTION II
FREQUENCIES OF SERVICE**

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUAL	ANNUAL
Floors (Resilient)						
Sweep/Dust Mop	X					
Damp Mop	X					
Damp Mop Entrances	X					
Buff			X			
Scrub and apply one coat of wax			X			
Walls						
Spot clean (as required)						X
Woodwork and Doors						
Clean						X
Light Fixtures						
Damp Wipe						X
Diffusers: Damp Clean						X
Drinking Fountains: Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.				X		
Waste Receptacles: Empty	X					
Provide/Replace Waste Receptacle liners	X					
Wash Waste Receptacles						X
Mat Cleaning	X					
Exterior Doors						
Glass Cleaning, Other		X				
Metal Cleaning and Polishing: to be provided if and when required						
Toilet Rooms:						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets (thorough)		X				
Window Cleaning - Interior						X
Window Cleaning - Exterior						X
Carpet Cleaning: Hot Water Extraction Method						X

Landlord Initials: *pms*
Date: *1/23/12*

EXHIBIT D

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

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

1. Any and all renovations, new construction and alterations shall be provided as set forth herein, as described in the attached "Tenant Improvement" specifications set forth as Exhibit D part III, and as set forth in Section "9 Alterations"; all of these provisions require conformance 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).
2. See "Tenant Improvement Specifications" attached as Exhibit D Part III herein for the scope and manner of interior fit up to be provided by the Landlord to the Premises prior to occupancy.
3. **Exterior Ramp:** The following alterations shall be provided by the Landlord to the exterior ramp which serves as the (shared in common with others) Public Entry to the Premises. These alteration shall be completed prior to Tenant occupancy and provided as described in this part and as further described in the attached drawing titled: "Exhibit D Part I Site Sketch"
 - a. Slope: The slope of the upper section of the ramp - which is currently too steep - shall be modified to provide a conforming slope of not more than 1:12 (which is 8.33%) throughout its length. Reference: requirements of ANSI 405.2.
 - b. Railings: Provide "returns" at the end of all hand rails, and provide horizontal extension of all railing of at least 12" beyond each end of ramp run. Reference: requirements of ANSI 505.10.1.
4. **Wheelchair accessible Parking Spaces and Access Aisle:** In the event "winter conditions" should preclude performance and completion of this section, the completion date shall be delayed until not later than June 30th 2012. The following alteration shall be provided by the Landlord as described in this part and as described in the attached drawing titled: "Exhibit D Part III - Parking and Entrance Area Alterations to be provided by Landlord"
 - a. Parking lot repair: Repair any chipped, cracked or uneven surfaces within the accessible parking area, path of travel and/or public entry. Reference: ANSI 302 and ADAAG 4.5.
 - b. Wheelchair Accessible (Qty 2) parking spaces and (Qty 1) access aisle: provide three (3) parking spaces each at 8' wide and 20' long with a grade of no more than 2% in all directions, configure/designate as shown in the attached site sketch and as further described below.

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- i. Parking space 1: Provide the VAN ACCESSIBLE parking space adjacent to the left side of the 8' access aisle. Reference: requirements of ANSI 502.2 and ADAAG 4.6.3.
 - 1. Designate this space with a sign featuring the "wheelchair symbol" with the text of "RESERVED VAN ACCESSIBLE" below. Install this sign directly in front of the space with the lower edge at least 60" above the parking lot. Reference: requirements of ANSI 502.7, ADAAG 4.6.4 and NH RSA 265
- ii. Access Aisle: Provide an 8' wide access aisle directly adjacent to the right (passenger) side of the "Van Accessible" parking space. Paint (in-fill) the asphalt of the aisle with yellow diagonal lines. Reference: requirements of ANSI 502.3.1 and ADAAG 4.1.2(5)
 - 1. Provide and install a "NO PARKING" sign directly in front of the access aisle, the lower edge of the sign shall be at least 60" above the parking lot. Reference: requirements of ANSI 502.7, ADAAG 4.6.4 and NH RSA 265
 - 2. Path of Travel from access aisle: Provide a pedestrian "Path of Travel" leading from the "van accessible" access aisle to the lower edge of the public entry access ramp. The "path of travel" shall be a "crosswalk" of at least 3' wide marked and in-filled with yellow diagonal lines. Reference: ANSI 403.5
- iii. Parking space 2: Provide a parking space designated RESERVED (wheelchair symbol above or below the text) located directly to the RIGHT side of the access aisle.
 - 1. Designate the space with a sign featuring the "wheelchair symbol" with the text of "RESERVED " below. Install the sign directly in front of the space with the lower edge at least 60" above the parking lot. Reference: requirements of ANSI 502.2 and ADAAG 4.6.3
- a. PARKING- remove existing "handicapped" parking space: remove designation (sign and wheelchair symbol painted on asphalt) of existing parallel style (non code conforming) parking space.
 - i. Provide a NO PARKING sign on the ramp façade adjacent to the former space, in-fill the former parking space with yellow diagonal lines signifying "no parking".
- b. Ramp entrance from parking lot: At the ramp entrance provide yellow diagonal lines designating "No parking", in-fill the ramp entry landing and extend to the designated path of travel.
 - i. Provide a "NO PARKING" sign at 60" above the pavement on center to the ramp landing façade.

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Part II

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

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

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

Part III

Improvements, Renovations or New Construction ("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.*

The Landlord shall provide alternations and renovations as described in "Exhibit D Part I" herein and as further described in this part; unless otherwise provided, all renovations shall be completed prior to Tenant occupancy.

Alternations and improvements to be provided by Landlord shall be as described in the following documents which are a part of the Agreement:

1. Text document titled: "Exhibit D Part III Tenant Improvement Specifications" attached herein
2. Drawing titled: "Exhibit D Part III - Parking and Entrance Area Alterations to be provided by Landlord" attached herein
3. Drawing titled: "Exhibit D Part III - Interior Renovations to be provided by Landlord" attached herein

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Part IV

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

1. The Landlord shall cooperate with the Tenant's efforts to recycle waste products for which markets are available; the recyclable products will be gathered by the Tenant - or the Tenant's janitorial provider - from the Premises.
2. The Tenant and/or the Tenant's janitorial provider shall bag and remove items for recycling, conveying and depositing them in a community recycling center, collected in the following manner:
 - a. Approximately once (one time) per week the Tenant's janitorial service provider ("Provider") or staff members shall gather waste products for recycling from the Premises, these items shall be properly sorted and deposited into garbage bags;
 - b. The Provider shall ascertain the weight of such bags documenting the approximate average weight of full or partially full bags per commodity.
 - c. Upon each collection the Provider shall document via notation ("tick marks on a clipboard will suffice) the number of bags collected per commodity and whether the bags are full or partially full.
 - d. At the end of each month the Provider shall tally the number of bags (detailed by full or partially full) collected per commodity and multiply that sum by the average weight of such bags.
 - i. On a Quarterly basis the Provider shall send the results of these monthly volume tallies to the Tenant's "Contact Person" (listed in section 23.2 herein) in order to provide conformance with State of New Hampshire recycling reporting requirements.

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EXHIBIT D PART III
TENANT Improvement Specifications

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

- Exhibit D Part III – Parking and Entrance Area Alterations to be provided by Landlord
- Exhibit D Part III – Interior Renovations to be provided by Landlord

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

1. GENERAL PROVISIONS:

1.1. Basic Definitions:

- 1.1.1. "Landlord" shall mean the proposed Landlord, the contractual Landlord and/or their authorized designees.
- 1.1.2. "Tenant" shall mean the State of New Hampshire – Department of Education, Division of Adult Learning and Rehabilitation
- 1.1.3. "Build-out Documents" for any subsequent lease will consist of the RFP, Lease, Drawings, Specifications, and other documents listed in the Lease, all modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.
- 1.1.4. "Modification" shall be (1) a written amendment to the Documents signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Tenant.
- 1.1.5. "Drawings" are the graphic and pictorial portions of the Documents showing the Tenant's design intent, location and dimensions of the Work to be performed.
- 1.1.6. "Specifications" are that portion of the Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work and performance of related services.
- 1.1.7. "ADA" is an acronym for the United States "Americans with Disabilities Act" as well as (in this context) a broad reference to and all codes, regulations and ordinances whether Federal, State, or Municipal, which regulate and provide for architecturally barrier-free access and design.

2. Correlation and Intent of the Documents:

- 2.1. Intent: The intent of the Documents is to include all items necessary for the proper execution and completion of the Work. The Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Landlord shall be required only to the extent consistent with the Documents and reasonably inferable from them as being necessary to produce the intended results.
- 2.2. Build-out Documents: shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Landlord and the Tenant. The Tenant shall be entitled to performance and enforcement of obligations under the Documents.

3. Construction Documents:

- 3.1. The Documentation herein specifies the Tenant's Design Intent, they are not however construction documents. In the event of proposal selection and subsequent lease finalization and authorization, thereafter it shall be the Landlord's responsibility to promulgate (including

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employment of licensed architects and engineers as it relates to the Work) and submit any construction drawings and/or specifications which may be required by the building/code department or authority of the municipality to secure all required plan reviews, approvals and permits. Any alternations to the Documents that the building/code officials, architect or engineers deemed necessary for code compliant construction of the premises shall be reviewed with the Tenant, with the necessary changes subsequently being incorporated into the Work as mutually agreed upon by the affected parties.

3.1.1. All construction drawings and plans shall be provided to the Tenant at a scale not less than 1'-0" = 1/8" and in *.dwg AutoCAD format, inclusive of as-built drawings as part of the project close out.

3.2. Submittal and construction drawing approval process: Landlord to provide electronic and/or hard copies of all construction documents, schedules, MSD sheets, tear sheet and plans as submittals to the Tenant prior to commencement of construction. All plans, specifications (including manufactures cut sheets) and finish schedules shall be approved and initialed by both the Landlord and Tenant prior to construction and shall be deemed as part of the lease document.

3.2.1. Plans and schedules to be prepared by the Landlord and provided to the Tenant shall include, but are not limited to: Door, hardware and room finish schedules, floor plan, reflective ceiling plan, fire evacuation plan, electrical distribution, fire alarm, egress, lighting, telephone and data distribution plans, HVAC distribution plan.

4. GENERAL CONDITIONS:

4.1. **Specifications - minimum requirements:** The specification herein represent the Tenant's definition of minimum requirements, including manufacturers and models, of construction materials, including hardware and specialties. Equivalent alternates may be considered by the Tenant, however, the Tenant has the right of acceptance and/or rejection, such consideration by the Tenant shall not relieve the Landlord of the responsibility for deviations from the requirement of the construction documents. Submittals shall specifically outline deviations from the products and/or systems specified. When and if deviations are rejected by the Tenant the Landlord shall provide the specified product and/or system.

4.2. **Design and Plans:** The plans and specifications set forth herein shall be referenced by the proposed Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed in order to provide 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 subsequent lease proposal to the Tenant. The Landlord and/or his agents shall exercise due diligence to provide the design intent described in all documents. The Tenant shall review any of the Landlord's proposed deviations from the floor plans, or specifications in advance, allowing such deviation only when such deviation complies with all program functions and all applicable building and safety codes. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the document. Submittals shall specify any deviations from the products and/or systems specified herein. If the Tenant rejects proposed alternates, the Landlord shall provide the specified product and/or system.

4.3. **Permits and Testing:** The Landlord shall be solely responsible for applying for and obtaining any and all required permits and tests. All work shall be completed in compliance with all applicable codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-1198 citations), the NH State Building Code (IBC 2009, ICC/ANSI-2003, and NFPA 101 citations) and the Americans with Disabilities Act Standard for Accessible Design (ADAAG citations). Design and installation criteria having to do with such conformance is referred to herein as being "ADA" (Americans with Disability Act) conforming. The costs of said permits and testing shall be borne solely by the Landlord.

4.3.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant, prior to commencement of construction activities.

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- 4.3.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant, prior to the Tenant accepting the space.
- 4.3.3. In the case of a municipality that does not have a local code enforcement authority, the prevailing codes and governing authority shall be deemed to be that of the State, specifically but not limited to the State Fire Marshall's Office. Reference HVAC for additional approvals.
- 4.3.4. Landlord must provide the Tenant with all applicable certificates and inspections prior to occupancy, including but not limited to: Building Permit, Certificate of Occupancy, Proof of application to the State on NH Dept. of Environmental Services for "Clean Indoor Air" (RSA10-B) Certification, and elevator inspections certificates, if applicable.
- 4.3.5. 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.
- 4.3.6. 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.
- 4.4. **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.
- 4.5. **Shop Drawings:** 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.
- 4.5.1. The Landlord shall review for compliance and approve and submit to the Tenant Shop Drawings, Product Data, Samples and similar submittals required by the Tenant with reasonable promptness and in such sequence so as not to cause delay in the Work. Submittals which are not marked as reviewed and approved by the Landlord shall be returned by the Tenant with No Action Taken.
- 4.5.2. 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.
- 4.6. **MSDS (Material Safety Data Sheets)**
- 4.6.1. 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.
- 4.6.2. 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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4.7. **Conditions for Occupancy:** Prior to occupancy Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, State of New Hampshire RSA 10-B "Certification of Compliance" (or proof of proper application for Certification) and elevator inspection certificates, if applicable.

4.8. **Cutting and Patching:** The Landlord shall be responsible for cutting, fitting or patching to complete the Work or to make its parts fit together properly. Cut existing construction using methods least likely to damage elements retained or adjoining construction. Patch with durable seams that are invisible as possible. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching.

5. **STANDARDS & SPECIALTIES**

5.1. **Materials and Finishes:** With respect to the build-out of the interior space unless otherwise stated or agreed to by the Tenant, the Landlord shall use and/or deliver to the Tenant all new materials, equipment and finishes throughout the leasehold space. Use of "green" materials made of recycled content materials and/or made of materials which are readily recycled at end of useful life shall be preferred.

5.2. **State of New Hampshire Energy Code:** With respect to the build-out of the space the Landlord shall conform to all applicable requirements of the State of New Hampshire Energy Code.

5.2.1. Provision of build out which exceeds the energy code by at least an additional 20 percent is encouraged, the Tenant shall shown favorable preference to submittals and proposed alternates to the specifications herein which support this goal.

5.2.2. Landlord shall provide a "life-cycle" analysis and commissioning report supportive of the proposed "design/build" floor plans and specifications.

5.3. **Ceiling Heights:** Where possible, the following ceiling heights will be provided:

5.3.1. Lobby Area: Existing open old mill wood ceiling to remain

5.3.2. Conference/Training Room: Provide new suspended ceiling at 10 feet

5.3.3. All other areas: Existing open old mill wood ceiling to remain

5.4. **Ceiling Materials:** Minimum standards: Grid: Armstrong - Prelude ML 15/16" Exposed Tee System. Tile: Armstrong - Fissured Minaboard. 2x2 and/or 2x4 ceiling tile panel is acceptable.

5.5. **Corridor Widths:** Unless otherwise noted or required by the authority having jurisdiction, all corridors shall be at least 60" wide.

5.6. **Restroom Waste Receptacles:** Shall be stainless steel finish recessed (or semi recessed - where approved by Tenant) waste receptacles.

5.7. **Drinking Fountains:** Type: Refrigerated. Stainless steel, dual drinking fountains providing standard and wheelchair accessible heights and configurations. Provide minimum count required for conformance with regulatory authority, installations shall include:

5.7.1. Drinking fountains close to the Tenant's staff break room.

5.7.2. Final Location to be reviewed with the Tenant.

5.8. **Push Plate Activated Automated Doors:** One automated ADA conforming "push plate" activated door shall be provided at the shared/common area exterior (public) Entrance. The existing door shall be modified to accommodate this requirement. See "Doors, Door Assemblies and Hardware" herein for further details.

6. **DOORS, DOOR ASSEMBLIES AND HARDWARE:** typical - unless noted otherwise. Landlord to provide Door and Hardware schedule demonstrating conformance with the following section prior to

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inception of construction. See "General Conditions, Construction Document" for details regarding required format of door and hardware schedule submittal.

6.1. **Hydraulic Overhead Door Closer Devices:** Shall be heavy-duty commercial grade, suggested manufacturers: Norton – series 8301 and/or 8501, or LCN 4040.

6.2. **Electric Door Strikes:** Recommended manufacturer: HES 9000 Series for exit applications; HES – 1006 Series for interior door applications. Provide strikes with HES Smart Pac in-line power control for strikes under continuous duty operation. Other acceptable unit(s): Folger-Adams - Series 300, heavy-duty commercial grade, 24 v DC continuous duty, all installations are to be mortise type.

6.2.1. Installation shall include supplying and installing all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).

6.2.2. Where applicable, Landlord shall also provide a set of contacts at the fire alarm panel for use by the Tenant's security equipment vendor. Should any discrepancies arise between the Landlord and the Tenant, the Landlord shall coordinate a joint review with the Tenant and the authority having jurisdiction for final determination(s).

6.2.3. Electric Strike Function, e.g., fail-safe or secure, Landlord shall be responsible to supply strike function as required by applicable codes and/or local authority having jurisdiction, and review requirements with the Tenant.

6.3. **Door Types:** All interior doors shall be 3'-0" X 7'-0".

6.3.1. Interior Doors: Solid core wood door blanks for all interior doors. Wood species: Birch, Finish: min. 3 coats natural finish.

6.3.2. Exterior doors: Existing doors to remain.

6.4. **Door Closer Devices:** Shall be installed as required by the applicable building and/or Life Safety Codes. In addition to the foregoing, provide closer devices in the areas noted in "Specialty Areas" herein. Reminder: A maximum push/pull effort of 5 lpf is required at all interior doors.

6.5. **Push Plate Activated Automated Doors:** Automated ADA conforming exterior and vestibule door to be provided and installed at Tenant's Public Entrance. Landlord's provision to include the following:

6.5.1. Door Opener: Provide and install ANSI/BHMA A156.10 and code compliant swing door operator activated by pushbutton switches at Public Entrance of the Premises. Switches are required for both the ingress and egress operations. If an air lock or foyer condition is present, then both door assemblies, i.e. interior and exterior assemblies shall be equipped with door operators. In such cases, the Tenant shall define if the door operators shall be integrated via a relay or require separate switching

6.5.2. Opener to provide slow opening, low-powered, automatic doors, one each at exterior and vestibule. Door shall not open to back check faster than 3 seconds and shall require no more than 15 lb to stop door movement.

6.5.3. Interior strike for accessible doors shall be mounted no higher than 48 inches above the finished floor.

6.5.4. Exterior strike "push plates" plates for the accessible door passages shall be field located, either mounted on the wall approximately 18" from the latch side of the door at 48 inches above the ground or installed at 48" high on a stanchion located within three (3) feet from the door entrance. The strike plates shall be clearly marked with the universal symbol of accessibility (wheelchair), blue background with white symbol.

6.5.5. The sweep period shall be adjusted so that from an open position of 70 degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door.

6.5.6. Provide and install all required electrical Conduit and connectivity necessary for fully operational doors.

6.6. **Door Frames:**

6.6.1. Interior Doors w/ Electric Strikes: Welded metal frame @ 16 gauge

6.6.2. Interior Doors: Knock-down metal frame @ 18 gauge

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- 6.6.3. **Exterior and Security Doors:** Existing doors shall remain.
 - 6.6.3.1. Locksets: Provide Tenant with keys to locksets.
 - 6.6.3.2. Hydraulic overhead door closer device.
 - 6.6.3.3. Electric Door Strikes: To be provided and installed at existing Public Entry door to accommodate provision and installation of new "push plate" actived automated door opener.
- 6.7. **Door Hardware:** Recommended manufacturer: Corbin/Ruswin or Schlage-series D (heavy duty commercial grade 1):
 - 6.7.1. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application
 - 6.7.2. Interior Door Hardware: Shall be either passage latchsets or keyed cylindrical lever locksets (as determined by the final door & hardware schedule) for standard commercial use, rated for commercial grade 2 application.
- 6.8. **Hardware Standards:**
 - 6.8.1. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.
 - 6.8.2. Trim Design: Newport
 - 6.8.3. Type: Lever (NSD) - Cast brass.
 - 6.8.4. Finish: To match existing hardware finish.
 - 6.8.5. Replacement Keyway Cylinders: (if applicable) Recommended hardware shall be Corbin/Ruswin. See Section 3.13 above.
 - 6.8.6. Keyway Standard: L-4.
 - 6.8.7. Replacement cylinders: Original factory equipment cylinders only.
 - 6.8.8. Finish: To match existing hardware finish,
- 6.9. **Keying:** Single level of keying; the Tenant will coordinate its keying requirements with the Landlord; requirements shall include:
 - 6.9.1. Provide locks on both the data closet and storage closet located in the public/client area;
 - 6.9.2. Provide "push button" style keypad at "public" side of door leading from lobby to staff corridor; also provide reception counter with remote electronic release of this door .
 - 6.9.3. Provide Keys for both front and back (existing doors) suite interior entrances
 - 6.9.4. Provide Keys for both front and back (existing doors) suite exterior entrances
 - 6.9.5. Stamping Requirement: Each key shall be stamped: "do not duplicate."
 - 6.9.6. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.

7. GYPSUM WALLBOARD-STANDARDS AND TYPES:

- 7.1. **Standards:** All gypsum board shall be standard 1/2" material, unless otherwise required by code (i.e.: MR board @ restrooms). All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.
 - 7.1.1. Minimum Stud standard at all walls: 2" X 4" wood or 3 5/8" metal studs @ 25 gauge.
 - 7.1.2. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.
 - 7.1.3. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at each jamb, extend double-jamb-studs continuous and attach to underside of floor or roof structure above.
- 7.2. **WALL TYPES:** The Landlord shall consult and comply with the authority having jurisdiction for determination of all structural and fire ratings required for any and all gypsum wallboard construction. In addition to conforming with this requirement, provide the following wall types:

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- 7.2.1. **Type 1 - Entrances, Demising & Security:** Scope of Use: Surrounds at all Exterior Entrances, all Tenant Demising and Interior Security Demising Partitions
- 7.2.1.1. All gypsum board partitions shall be full height and extend from floor to underside of the floor/deck above. Extend partition framing full height to floor/roof deck above ceilings. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
- 7.2.1.2. Full Wall Framing:
- 7.2.1.2.1. All gypsum board partitions shall be constructed of one layer of 5/8" fire rated wallboard each side.
- 7.2.1.2.2. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.
- 7.2.2. **Type 2 - Typical:** Scope of use: "typical" interior Gypsum Wallboard Partition unless otherwise noted:
- 7.2.2.1. All gypsum board partitions shall be full height and extend from the floor to a minimum of 1'-0" above any suspended ceiling, and extend to the underside of the floor above in the instance of the area being provided with an "open" 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.
- 7.2.2.1.1. All gypsum board partitions shall be constructed of one layer of 1/2" wallboard each side
- 7.2.2.1.2. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.
- 7.2.3. **Type 3: High Performance Sound Control Partitions,** scope of use: Use at all surrounds for Conference/Multi-Purpose Room.
- 7.2.3.1. All gypsum board partitions shall be full height and extend from floor to underside of floor/roof deck above (unless otherwise noted). Extend partition framing full height to floor/roof deck above ceilings. Continue framing over doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.
- 7.2.3.2. All "interior of room" gypsum board partitions shall be constructed of one layer of 1/2" wallboard installed on face of stud and overlaid with one layer of 1/2" gypsum wallboard. The opposing side of the effected wall shall be constructed of one layer of 1/2" wallboard minimum or as required by the adjacent room's Gypsum Wallboard - Wall Systems specifications.
- 7.2.3.3. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3" THERMAFIBER SAFB, or equal. Said sound attenuation insulation shall be installed full height and extend from the floor to the underside of the floor/deck.

8. **FINISHES:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate the way by which the Landlord proposes to conform to the design concept expressed in the documents.
- 8.1. **Samples:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required.
- 8.2. **Indoor Air Quality:** All flooring materials must display the approval certification label of the Carpet and Rug Institute as having passed the *Indoor Air Quality Carpet Testing Program*.
- 8.3. **Installation:** All installation methods and materials must follow the manufactures guidelines.

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- 8.4. **Submittals:** All submittals shall meet or exceed all of the following specifications, although a manufacturer is named, alternate manufactures which provide compliance with all other specifications shall be considered:
- 8.5. **Carpet:** Unless otherwise noted, all flooring shall be carpet.
- 8.5.1. Re-use of existing carpet(s): In many areas existing carpet which is in good repair may remain for reuse, the Landlord shall however thoroughly cleaned all "re-used" carpet and presented for Tenant in good repair (no edge ravel or wrinkling) and in good appearance (no significant staining or wear).
- 8.5.2. In the event any of the existing carpet that has been retained for use is deemed to be unacceptable upon review by the Tenant, the carpet shall be removed and replaced by the Landlord with a carpet acceptable to the Tenant.
- 8.5.3. New Carpet: In certain areas where the tenant's layout will require use of new carpet – the primary instance being the bisecting corridor in the staff office area – the Landlord shall provide and install new carpet which approximates the existing carpet in basic color, and provides and esthetically appealing complement to the existing carpet(s). The Tenant shall review and approve the Landlords submittal for the proposed new carpet, either approving it in advance or requiring an alternate submittal.
- 8.5.4. **Vinyl Composition Tile (VCT):** Area of use: supply and install in all supply and install in all rest rooms, closets, data room, and staff break area. Note: Provision of Sheet Vinyl that conforms to the specifications herein is an alternate to VCT.
- 8.5.5. **Colors and installation:** Tenant shall select up to two (2) colors from the manufactures full offering of standard colors. Installation in staff break room may be comprised of board with field area with graphic pattern determined by the Tenant.
- 8.5.6. **Manufacturer:** Provide products complying with FS-T-312B (1), Type IV, Comp 1.
- 8.5.6.1. Size: 12" X 12".
- 8.5.6.2. Nominal Thickness: 1/8 inch
- 8.5.6.3. Patterns and Colors: Patterns and colors are dispersed uniformly throughout the thickness of the material. Color pigments are insoluble in water and resistant to cleaning agents and light.
- 8.5.7. **Sheet Vinyl Flooring (alternate to VCT):** Areas of use: (alternate to VCT) supply and install in all rest rooms, closets, data room, and staff break area.
- 8.5.7.1. **Colors and installation:** Tenant shall select up to two (2) colors from the manufactures full offering of standard colors. Installation in larger areas, such as the public entrance lobby, shall utilize graphic border and/or bisecting pattern lines, the pattern will be determined by the Tenant.
- 8.5.7.2. Commercial grade sheet vinyl; Products complying with FS-T-312B (1), Type IV, Comp Requirements:
- 8.5.7.2.1. Size: 6' x 66 ft roll
- 8.5.7.2.2. Gauge: .080
- 8.5.8. **Vinyl Cove Base:** 4" high vinyl, standard toe cove type. Manufacturer: Johnsonite or Mercer.
- 8.5.8.1. **Areas of use:** supply and install with all flooring in all areas.
- 8.5.9. **Vinyl Termination Strips:** To match vinyl cove base materials. Manufacturer: Johnsonite or Mercer.
- 8.5.9.1. **Areas of use:** supply and install Termination strips or change-of-height strips as required in order to mask all exposed flooring edges and intersections.
- 8.5.10. **PAINTING:**
- 8.5.10.1. Colors: Allow up to two colors for walls and one color for doors frames and trim, colors shall be selected by Tenant from manufacturer's full range of standard offerings.
- 8.5.10.2. All areas - A minimum of one coat of primer and two coats of finish paint, or as required to achieve an acceptable finish to the Tenant.

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- 8.5.10.3. Finish at Walls: Paint shall be (scrubbable) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge below).
- 8.5.10.4. Finish at Doors, Frames and Casings: Paint shall be semi-gloss (scrubbable) acrylic latex.
- 8.5.10.5. Restrooms and Staff Lounge: Wall paint shall be semi-gloss (scrubbable) interior latex.

9. **MILLWORK** Cabinet and counter Shop Drawings, Product Data, Samples and similar submittals shall be required. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Tenant the way by which the Landlord proposes to conform to the information given and the design intent expressed herein.
- 9.1. Comply with AWI Section 400 for countertops.
 - 9.2. Provide shop drawing(s) of all millwork for review and approval by Tenant. Provide large format drawings and details depicting all countertops, cabinets, detailing core construction, locations, support brackets, installation heights and anchoring. Provide laminate samples for color, pattern and finish selections.
 - 9.3. Laminates: Manufacturer: *Wilsonart and/or Formica*.
 - 9.4. Color/Textures of all millwork finishes to be selected by Tenant. Provide laminate samples for color, pattern selection.
 - 9.5. Counter Tops: custom grade, square edge, high-pressure laminate (standard matte finish).
 - 9.6. Cord Management System: All counters (with exception of lounge area) shall be provided with cord management grommets, with a minimum inside diameter of 2". Installation locations, quantities and type of grommet to be field determined by Tenant.
 - 9.7. Millwork at Reception Area: Layout to be as shown on plan, to include the following:
 - 9.7.1. Work Counter: Install approximately ten (10) lineal feet of standard width (25" depth), custom grade, high-pressure laminate countertop. Counter shall be secured directly to wall(s). Mounting height of the work surface shall be 29 ½" - 30" from finished floor, with a minimum of 27" of clear knee space provided below. Contractor shall also field coordinate and install blocking for mouse and keyboard installations (by others).
 - 9.7.1.1. Provide a minimum of four (4) cord management grommets in this work counter - location of grommets to be determined by the Tenant.
 - 9.7.1.2. Transaction Window: Provide a (fixed) ½" single pane tempered glass transition window at the work counter, installed "on center" to the wall. Window opening shall be flush with counter (no separate sill or deal plate required) with lower edge of window providing approximately 3" of transaction space, and upper edge of window providing open/free space between edge and ceiling for natural voice transmission. Window shall measure approximately 4' wide by 4' high with all exposed edges sanded smooth.
 - 9.8. Millwork at Staff Lounge: Provide and install approximately five (5) lineal feet of commercial grade base cabinets and approximately eight (7) lineal feet of wall cabinets with approx. eight (8) lineal feet of custom grade, high pressure (25" depth) plastic laminate countertop with matching 4" backsplash. Placement of counter shall be as shown on Tenant Layout.
 - 9.8.1. Manufacturer: Cabinet manufacturers: Merrillat or Shrock. Model: to be selected by Tenant from manufacturer's standard product line.
 - 9.8.2. Counter heights: provide at standard height except for the section housing the sink; the height of this section (which shall be at least 36" wide) shall be dropped to 34" high and provide at least 29" knee space below for conforming wheelchair accessibility. No cabinets to be provided below the dropped height section, the exposed pipes below are shall be insulated or otherwise shielded.
 - 9.8.3. Electrical: Provide minimum quantity three (3) electrical outlets (and sufficient circuitry) located at counter height to provide for safe, efficient operation of Tenant's microwave, toaster oven, coffee maker.
 - 9.8.3.1. Provide outlet and space for Tenant's full size (min. 20 c.f.) refrigerator.

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

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

10. SIGNAGE: All of interior and exterior signage shall be provided by Landlord, as per the Tenant's specifications. Provision of signs shall include but not be limited to: exterior building signs; site/parking and directional signs, interior common area signs, interior directory, room numbers, work station numbers and other specific Divisional needs as required by the Tenant.

10.1. Permanent Signs: As with all provisions herein Signage type and locations – both exterior and interior- shall be in full compliance with all codes, with particular attention paid to conforming with all applicable ADA provisions including ICC/ANSI A117.1-2003, and the guidelines set forth in ADAAG section 4-30 of the Americans with Disabilities Act, ADA Title III accessibility standards including Grade 2 Braille (Reference: Federal Register/Vol. 56. No. 144: 4.30.6 Mounting Location and Height).

10.2. Typical Interior Signs:

10.2.1. Manufacturer: Please note the State of NH Department of Corrections may be the most cost effective "vendor" for signage

10.2.2. Sign Type: Panel and Non-Panel

10.2.3. Sign Base Material: Plastic laminate

10.2.4. Lettering: Vinyl dye cut or dimensional lettering

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

10.2.6. All interior signs shall have raised letter and Braille inscriptions

10.2.7. Letter Style shall match Landlord's standard font. If there is no "standard" established for the facility, the font shall be "Ariel".

10.2.8. Character Proportion: shall comply with ICC/ANSI A117.1-2003 and ADAAG section 4.30.2: 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.

10.2.9. Color of sign plate and letters "to be determined". Color shall be either the Landlord's existing building standard, or if there is no standard, shall be selected by the Tenant. In either case, the color selection shall be in full compliance with ICC/ANSI A117.1-2003 and the guidelines set forth in ADAAG section 4.30.5: "the characters and background of signs shall be eggshell, matte, or other non-glare finish. Characters and symbols shall contrast with their background – either light characters on a dark background or dark characters on a light background."

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

10.3. Sign Installation Location: Per code requirements: All signs shall be installed on the wall adjacent to the latch side of the door. Where there is no wall space to the latch side of the door, signs shall be placed on the nearest adjacent wall. Mounting height shall be 60" above the finish floor to the centerline of the signs. Mounting locations shall be such that a person may approach within 3" of a sign without encountering protruding objects or standing within the swing of the door. In reception areas, mount signs in compliance with the dimensions given above, utilizing either side of the reception window as the reference point.

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

10.5. Room numbers and door numbers: Assignment of such numbers will be provided by Landlord and coordinated with the Tenant during the Landlord's promulgation of construction drawings, Tenant shall require all doors be designated with a door number, and all offices, conference rooms, workstations and special use areas shall be designated with a room number.

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11. ELECTRICAL:

- 11.1. Energy Conservation: Landlords shall utilize energy conservation equipment throughout the leasehold space. The Tenant will favorably consider energy conservation alternatives for all items within this section, including but not limited to motion sensed light switching.
- 11.2. Electrical Service: Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, specialty equipment and any and all other items; including the capacity to add additional circuitry as required at a later date. Provide duplex electrical outlets in all areas as required by code and the specifications herein.
- 11.3. Electrical Finishes: All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.
- 11.4. Electrical Installation Heights: All switches shall have an installation height of 48" above finished floor. Other sensors shall have an installation height of 56" above finished floor.
- 11.5. Electrical Distribution:
 - 11.5.1. Electrical Outlets - Dedicated and Common Circuit Needs: Staff areas, i.e. workstations and private offices, shall be provided with one 20 amp circuit which is to be assigned to PC use only per each 3 staff persons for PC needs, and at least one additional common circuit for non-PC use. Provide additional circuits as required for provision of power to "hot box" (areas of shared electrical equipment use) and copier locations indicated on plans.
 - 11.5.2. Electrical Outlets - Drywall Private Offices: Provide one (1) dedicated circuit with one quad outlet and one (1) common circuit with three (3) duplex outlets per office.
 - 11.5.2.1. Electrical Outlets - All other areas: Provide a minimum of two (2) 20 amp duplex outlets per wall, with spacing not to exceed one outlet per 10 lineal feet of wall.
 - 11.5.2.2. Common Halls: Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

12. LIGHTING:

- 12.1. General Lighting Fixtures: Existing lighting fixtures may be reused in all areas where the existing open wood ceiling is scheduled to remain, however all fixtures must be relocated as required to provide proper lighting, and provided in clean, good repair. Any new lighting fixtures provided shall conform to the provisions of this section.
- 12.2. NEW Light fixtures for areas provided with suspended ceiling: General Lighting Fixtures Shall be Troffer Type acrylic prismatic lens, standard 2' X 4' three (3) lamp electronic ballasts, using high efficiency T-8, 4100 degree kelvin lamps.
- 12.3. Switching: to be provided at all staff private offices and as otherwise determined by the Tenant.
- 12.4. Interior Lighting - Ballast and Lamps:
 - 12.4.1. All interior lighting shall be energy conservation
 - 12.4.2. 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%
 - 12.4.3. Lamp Type: High efficiency T-8 w/ color rendering index of a minimum of 75. 4100 degree K lamps.
- 12.5. 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.
 - 12.5.1. Interior Areas 30-40 Foot-candles at 30" from finished floor.
 - 12.5.2. Common Areas 5 Foot-candles
 - 12.5.3. 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:
 - 12.5.3.1. Common Areas 5 Foot-candles
 - 12.5.4. Exterior Lighting: Shall be adequate to insure safe and uniform quality lighting throughout all parking areas. The minimum illumination standards for all impervious surfaces, are set forth as follows:

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- 12.5.4.1. Active Areas: Pedestrian traffic and entryways- 5 Foot-candles
- 12.5.4.2. Building Surrounds: Parking and roadways 3 Foot-candles
- 12.5.4.3. Means of Egress Lighting: Shall be provided, e.g. at all corridors, stairs, halls, toilets, outside of all exterior egress doors and stairs, and as otherwise defined and required by and in accordance with all applicable local and/or State codes, including but not limited to NFPA 101 and - ICC/IBC 2000 (International Building Code 2000).

12.6. Emergency Power (generator):

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

13. COMMUNICATIONS REQUIREMENTS:

- 13.1. 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.
- 13.2. Telephone and Data Circuits: The Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenants. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communications Room, including but not limited to: digital data services and ISDN. Telephone riser cable must be installed from the building's DEMARC into the Tenant's Data/Communications Rooms. Telephone riser cable must provide 30% expansion from Tenant's current needs.
- 13.3. Landlord shall be responsible for the supply and installation of one (1) 4" telephone conduit(s) with pull strings (with non-metallic 90-degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).
- 13.4. Landlord shall be responsible for the supply and installation of one (1) 4" data conduit(s) with pull strings (with non-metallic 90 degree sweeps and pull boxes as required) from their building's telephone d-mark entrance to each Tenant's Communications Room(s).
- 13.5. Telephone and Data Station Cabling: Landlord shall be responsible to provide all telephone and data connectivity needs as defined and required by 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.
- 13.6. Landlord to provide "quad" data/telecom jacks at each location shown on Tenant layout - these jacks shall provide 2 data ports and 2 telephone ports.
- 13.7. All cabling shall be properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays and "J" hooks which shall be provided by the Landlord.

14. FIRE SUPPRESSION SYSTEMS:

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

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15. FIRE ALARM SYSTEM:

- 15.1. The presence thereof or lack thereof shall be determined by any and all local, State and prevailing building codes, including but not limited to NFPA-101. The cost of any changes, modification or additions will be the sole responsibility of the Owner and/or Landlord. All required permits, fees, testing and approvals shall be borne by the Owner and/or Landlord.
- 15.2. The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.
- 15.3. Landlord to provide connectivity via dry contact or other means to building's fire alarm control panel for any and all security and access system needs.

16. HVAC and VENTILATION:

- 16.1. Constant velocity, ducted return HVAC systems are required. High and low transfer grills will be provided and used as returns.
- 16.2. Zone and Controls: The Premises shall be on an HVAC zone which is separate from other occupants of the building to which the Premises are a part, the Tenant shall have thermostatic control of the temperature within the Premises. Actual location of thermostatic control(s) shall be reviewed with the Tenant.
- 16.3. HVAC - Reference the State of NH Standard Lease Agreement, EXHIBIT D, Part II for required compliance with State of New Hampshire RSA 10-B "Clean Indoor Air in State Buildings". The requirements of RSA 10-B are as defined by the "Department of Environmental Services" administrative rules Chapter Env-A 2200.
- 16.4. HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances, do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy, the Landlord shall provide the Tenant with said report. Said report shall be deemed as part of the lease/contract document.
- 16.5. HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by ASHRAE 55-1992 - *Thermal Comfort Considerations*.

17. SPECIALTY AREAS:

- 17.1. **PARKING LOT:** The parking lot area that provides "accessible" parking spaces, access aisles and accessible paths of travel shall have any surface irregularities or cracks smoothly patched with the entire area thereafter re-sealed. This area shall receive new designation striping in accordance with "Exhibit D part I" of this lease agreement, and in accordance with the Drawing titled: Exhibit D Part III - Parking and Entrance Area Alterations to be provided by Landlord
- 17.2. **Ramp:** See "Exhibit D part I" of the lease agreement for additional specifications, and reference the attached Drawing titled: Exhibit D Part III - Parking and Entrance Area Alterations to be provided by Landlord
 - 17.2.1. **Slope:** The entrance ramp that provides accessibility for persons with disabilities shall be renovated to provide a slope of no greater than 12:1 (which is 8.33%) at all portions of the ramp, this will provide remedy to upper section of the ramp that currently has a slop which varies from 8.5% to 9%.
 - 17.2.2. **Hand rails:** Provide "returns" at the end of all hand rails. Provide horizontal extension of all railing of at least 12" beyond each end of ramp run.
- 17.3. **Open Stairway at Common Entrance Lobby:** Provide "touch on cane" detectable (conforming with ANSI 307) protection at section of stair that is open to potential pedestrian travel, the length of such protection shall extend to the underside portion of stair that is at 80" above the floor. A possible means of providing such protection would be provision of a new section of rusticated railing matching the existing stair, this railing would have a "low" rail at no more than 2" above the floor, as well as a "high" rail at 34" to 36" above the floor.
- 17.4. **RESTROOMS:** Layout shall be as shown on Tenant's plans, all fixtures and hardware shall be new, and shall include the following:
 - 17.4.1. Door Assembly: solid core wood doors and hollow metal frames with privacy locks.

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- 17.4.2. Fixture, dispenser and hardware installation: Shall be in full compliance with all local, State and prevailing building codes as specified herein. Particular care shall be shown to the proper installation placement and height of: water closets, sinks, handrails, mirrors, dispensers and waste receptacles.
- 17.4.3. Dispensers and receptacles: To be supplied and installed by Landlord, to include: toilet paper, toilet seat protectors, paper towel dispensers, soap dispensers, and recessed or semi recessed trash receptacles - see "standards and specialties" for trash receptacle specifications.
- 17.4.4. Paper Towel Dispensers: Shall be operable with the closed fist of one hand. The "Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser are preferred. Provide one per rest room.
- 17.4.5. Ventilation: Minimum design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.
- 17.5. **PUBLIC LOBBY** Exterior Entry Door: Existing door shall remain. Tenant shall be provided with keys for after hour use.
- 17.5.1. NEW PUSH PLATE AUTOMATION: Provide and install ANSI/BHMA A156.10 and code compliant "push plate" at existing exterior door as defined herein in Section 4 "Doors, Door Assemblies and Hardware".
- 17.6. **Tenant Secondary Exit to outdoors:** Existing door shall remain, Tenant shall be provided with key for after hour use.
- 17.7. **Tenant's client waiting/public entry:** Layout to be as shown on Tenant's plan, to include the following:
- 17.7.1. **Entry Door from Public (common area) lobby:** The existing door shall be reused, however a sidelight of 24" wide shall be added/provided adjacent to the door, the sidelight shall extend at least half the height of the door.
- 17.7.1.1. Door Assembly: solid core wood door with narrow light vision panel and hollow metal frame with lockset and hydraulic overhead door closer device.
- 17.7.2. Transom light (window): Provide and install a new transom light (window) above the entry door, this window shall be at least 24" high and have a width that extends between the two existing columns.
- 17.7.3. **Entry Door to Staff area corridor:**
- 17.7.3.1. Door Assembly: solid core wood door with half height window above and hollow metal frame with standard hardware and hydraulic overhead door closer device.
- 17.7.3.2. Remote Door Release: Provide remote electronic release of lockset operable from reception counter.
- 17.7.3.3. Provide and install Push button style keypad providing lock release adjacent to the "public" side of this door.
- 17.8. **RECEPTIONIST AREA:** Layout to be as shown on plan, to include the following:
- 17.8.1. Work Counter: See "Millwork/Reception Area" for specifications, millwork requirements.
- 17.8.2. Transaction Window: See "Millwork/Reception Area" for specifications, millwork requirements
- 17.9. **CONFERENCE ROOM:**
- 17.9.1. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (Privacy lockset).
- 17.9.2. Suspended Ceiling: Provide and install a new suspended ceiling and recessed fluorescent light fixtures in this room, preferred ceiling height is 9'-10'.
- 17.10. **PRIVATE OFFICES:**
- 17.10.1. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (no lockset).
- 17.11. **STAFF BREAK ROOM:** Layout to be as shown on Tenants plan, include the following:
- 17.11.1. Millwork: provide and install as specified in "Millwork/Staff Lounge" herein.

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- 17.11.2. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (no lockset).
- 17.11.3. Appliances: Tenant shall supply all appliances,
- 17.11.4. Drinking Fountain: see "standards and specialties" herein.
- 17.11.5. Specialties:
 - 17.11.5.1. Paper goods dispenser and soap dispensers at break counter to be supplied and maintained by the Landlord; Including but not limited to: a paper towel dispenser which is operable with one hand and a wall mounted liquid hand soap dispenser.
 - 17.11.5.2. Near the back (exit) door in the staff break room the Landlord shall provide a row of ten (10) blunt end coat hooks, the style provided shall be double peg, with each peg extending less than 4". Of these ten (10) hooks at least one (1) shall be installed at 48" high, while the others shall be installed at 65" high.
- 17.12. **CONFERENCE/TRAINING ROOM:**
 - 17.12.1. Wall Type: Type 3 "High Performance sound control" walls at all surrounds.
 - 17.12.2. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: classroom lockset).
 - 17.12.3. Suspended Ceiling: Provide and install a new suspended ceiling and recessed fluorescent light fixtures in this room, preferred ceiling height is 9'-10'. Modify HVAC as necessary to accommodate suspended ceiling.
- 17.13. **CLOSETS:** Provide two (2) closets as shown on Tenant plan, include the following:
 - 17.13.1. Storage closet at Client Waiting area:
 - 17.13.1.1. Shelving: Provide "wall to wall" shelving units of four (4) shelves high on the back wall, these shall be pre-manufactured shelving assemblies, such as Space Maker (include a combination of vinyl coated wire shelving and solid shelving) or heavy duty standards with adjustable shelving.
 - 17.13.1.2. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: storage lockset).
 - 17.13.2. Storage closet at Staff area:
 - 17.13.2.1. Shelving: Provide "L" of shelving (two walls) with four (4) shelves on each wall. These shall be pre-manufactured shelving assemblies, such as Space Maker (include a combination of vinyl coated wire shelving and solid shelving) or heavy duty standards with adjustable shelving.
 - 17.13.2.2. Door Assembly: Solid core wood veneer door and hollow metal frame with standard hardware (type: no lockset).
- 17.14. **DATA ROOM:** Layout to be as shown on Tenant plan, include the following:
 - 17.14.1. Cooling: Provide a HVAC supply diffuser into the room, also provide vent at lower portion of door.
 - 17.14.1.1. Door Assembly: Solid core wood veneer door with vent on lower portion and hollow metal frame with standard hardware (type: storage lockset).
 - 17.14.1.2. Backer Board: Provide two walls of 3/4" plywood backer board painted black
 - 17.14.1.3. See "Communications Requirements" herein for further specifications

Landlord Initials: PMB
 Date: 1/23/12

- Backdoor and Entrance - Leadload to provide:**
1. RAMP SLOPE: provide code conforming slope - no more than 1/12 or 8.33% this will require altering the upper section of the ramp which currently varies between 8.3% an 9%.
 2. RAMP RAILINGS: Provide code conforming "return" at the ends of all railings
 3. Public Entry Door: Provide and install a push plate activated (install plate @ 48" High) AUTOMATED DOOR providing ingress and egress.
 4. Provide and install all new designation signs at 68" measured from ground to bottom edge of sign.
 - 4.1. Three (3) new "NO PARKING" signs in locations noted
 - 4.2. One (1) new "RESERVED VAN ACCESSIBLE" sign in location noted
 - 4.3. One (1) new "RESERVED ACCESSIBLE" sign in location noted
 5. At grade level entrance to ramp:
 - 5.1. Provide two (2) NO PARKING signs, install one on the ramp wall directly in front ramp entry landing; install the other on the ramp facade that faces the parking area.
 - 5.2. PAINT YELLOW DIAGONAL LINES within all "no Parking" Zones and the new designated "Path of travel".
 - 5.3. Provide painted line layout as shown.
 6. Provide two (2) new 8' wide "ACCESSIBLE" parking spaces as shown, bisected by a new 8' ACCESS AISLE. Of the two new spaces, the space to the left of the access aisle will be designated as VAN ACCESSIBLE

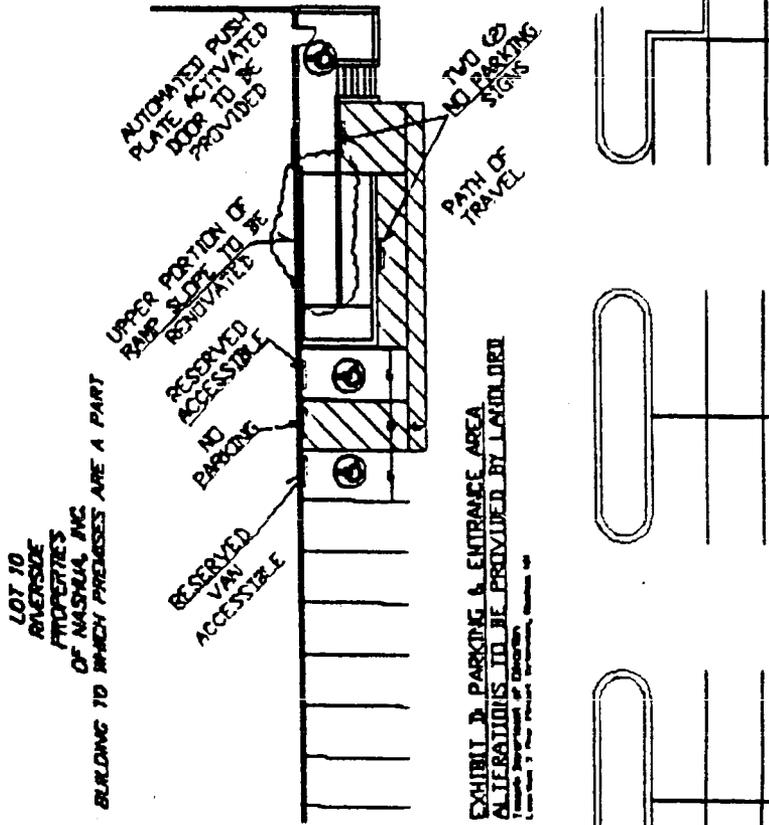


Exhibit D Part III: Parking & Entrance area site sketch

**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:

Modification of Standard Provisions:

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 two million (\$2,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

Landlord Initials: PMB
Date: 1/23/12

Mill-House DESIGN CENTER

P.M. MacKAY builders & contractors

building & remodeling
kitchens & baths
new structures & additions
design/build
commercial fitups
carpentry

P.M. MacKAY PAINTING

interior & exterior services
wall covering installations
custom finishes
drywall repair & textures
cleaning & power washing
caulking & sealants

P.M. MacKAY ELECTRICAL

service upgrades
new wiring/rewiring
new construction & remodeling
breaker panels
switches & outlets
lighting installations

P.M. MacKAY PLUMBING

installations
gas piping
water heaters
boiler replacements
heat conversions
steam specialists

P.M. MacKAY FLOORING

comm. & residential carpeting
hardwood flooring
ceramic tile floors & walls
laminite flooring
vinyl flooring
granite & marble

P.M. MacKAY WOODSHOP

architectural millwork
casework fabrication
custom furniture
laminite & solid surfaces
stripping
staining & lacquer finishing

CONCRETE CORING COMPANY

large diameter core drilling
wall & floor sawing
wire sawing
interior excavation
demolition & disposal
manhole boot installation

CERTIFICATE OF CORPORATE RESOLUTIONS

The undersigned Assistant Secretary of P.M. MacKay & Sons, Inc. (the "Corporation"), hereby certifies that the following resolutions were duly adopted by the Board of Directors of the Corporation on January 23, 2012, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the P.M. MacKay & Sons, Inc. effective as of January 23, 2012, is hereby approved and adopted and that the proper officers of the Corporation are hereby authorized and directed to execute and deliver to the State of N.H., as a corporation, to enter into a lease agreement with the State of N.H. for Department of Education, Division of Career Technology and Adult Learning for leasing 3,000 SF of space at 5 Pine St. Extension, with a beginning lease date of March 1, 2012 and terminating on April 30, 2017.

OFFICERS OF THE CORPORATION:

Peter M. Bonnette – President

Peter M. Bonnette – Treasurer

Peter M. Bonnette – Secretary

Michael Stansbury – Assistant Secretary

John M. Marois – Vice President of Field Operations

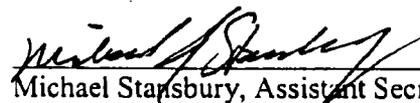
James Ceurvels – Vice President of Plumbing/H.V.A.C. Division

Dennis D. Aiken – Vice President of Electrical Division

RESOLVED, that the President shall be instructed to take such actions that are deemed necessary and proper in order to implement this plan, and to set up adequate accounting and administrative procedures for this program.

IN WITNESS WHEREOF, I have hereunto set my hand as Assistant Secretary of said Corporation and affixed its corporate seal by order of the Board of Directors this 9th day of February, 2012.

(Corporate Seal)


Michael Stansbury, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2012

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

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

PRODUCER USI Insurance Svcs of NB, Inc. PO Box 6360 Manchester NH 03108-6360	CONTACT NAME: PHONE (A/C No. Ext): 603-625-1100 FAX (A/C. No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: PMMACKAY	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED P M Mackay and Sons, Inc. 5 Pine St Extension #6 Mill Annex Nashua NH 03060	INSURER A: Hanover Insurance Company 22292	
	INSURER B: Massachusetts Bay Insurance Company 22306	
	INSURER C: Torus Specialty Insurance Company 44776	
	INSURER D: Citizens Insurance Company of America 31534	
	INSURER E: Hanover American Insurance Company 36064	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1238029439 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBW YWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		ZBV670069810	4/22/2011	4/22/2012	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ADV668158813	4/22/2011	4/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$0			006924B110ALI	4/22/2011	4/22/2012	EACH OCCURRENCE \$2000000 AGGREGATE \$2000000 \$ \$
D E	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HDV874575006-MA MB WZV877435201-NH	4/22/2011 4/22/2011	4/22/2012 4/22/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000

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

CERTIFICATE HOLDER

Sharon DeAngelis, BUSINESS ADMIN.
 DEPARTMENT OF EDUCATION
 21 SOUTH FRUIT STREET, SUITE 20
 CONCORD NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

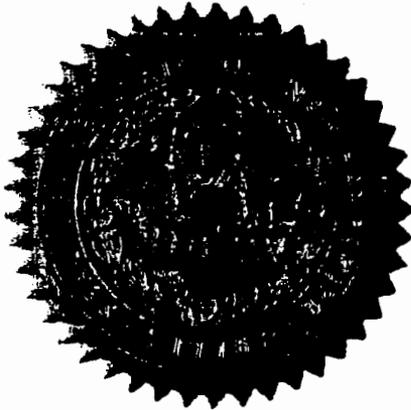
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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that P. M. MACKAY & SONS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 1, 1948. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of December, A.D. 2011



William M. Gardner

William M. Gardner
Secretary of State



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

John H. Lynch, Governor
Paul Van Blarigan, Chairman
John W. Richards, MSW, MBA, Executive Director

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

December 28, 2011

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

Requested Action

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Department of Education, Division of Career Technology and Adult Learning
Location: 5 Pine Street Extension, 1st Floor, Nashua NH
Lessor: Riverside Properties, Nashua, Inc.
Lease Effective Dates: February 1, 2012- March 31, 2017
Occupancy Term Dates: April 1, 2012- March 31, 2017

The Architectural Barrier Free-Design Committee respectfully recommends that the subject NEW LEASE of approximately 3,000 square feet of space be approved, with the following conditions:

No later than sixty (60) days after the commencement of the (Lease Effective date) Terms herein, the Landlord shall provide the following improvements and renovations to the Premises. Completion of parking lot alterations (painting stripes and patching/sealing any imperfections) is due no later than June 30th 2012. Any and 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 as amended ICC/ANSI A117.1/2003 [ANSI] citations), the State Building Code (IBC/2009 as amended, ICC/ANSI A117.1/2003 and NFPA 101 v.2003 citations), and the 2010 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., Building Inspector, Code Enforcement Officer) for approval.

A. EXTERIOR CONDITIONS- Parking:

1. Provide designated accessible parking located as close as possible to the accessible public entrance in accordance with IBC 1106.5 and ADAAG 208.
2. **Van-Accessible Parking Spaces**
 - Provide one (1) van-accessible parking space in compliance with the AB Code, IBC 1106, as amended, and ANSI A117.1, 502.5, as amended.
 - The parking space shall be a minimum of eight (8) feet in width.
 - The grade of the parking space shall be no more than 2% in all directions.
 - Designate the van-accessible parking space with a sign displaying the International Symbol of Accessibility (the wheelchair symbol) and with text that reads, "VAN-ACCESSIBLE."

- The sign shall be installed with the bottom edge no more than 60 inches from the surface of the parking space, in compliance with the AB Code and ANSI 502.7.
 - Provide an adjacent Access Aisle, located on the passenger side of the parking space, in compliance with the AB Code.
 - The Access Aisle shall be at least 8 feet in width.
 - The grade of the Access Aisle shall be no more than 2% in all directions.
 - At the building end of the Access Aisle, post a sign that reads "NO PARKING", in compliance with the AB Code and ANSI 502.7, as amended.
 - Designate the access aisle by ground paint of diagonal stripes.
 - Delineate the path of travel from the Access Aisle to the ramp by ground paint, similar to that of a crosswalk.
3. **Standard Accessible Parking Spaces**
- Provide one (1) accessible parking space in compliance with the AB Code, IBC 1106, as amended, and ANSI A117.1, 502.5, as amended.
 - The parking space shall be a minimum of eight (8) feet in width.
 - The grade of the parking space shall be no more than 2% in all directions.
 - Designate the standard accessible parking space with a sign displaying the International Symbol of Accessibility (the wheelchair symbol).
 - The sign shall be installed with the bottom edge no more than 60 inches from the surface of the parking space, in compliance with the AB Code and ANSI 502.7.
 - Provide an adjacent Access Aisle, located on the driver side of the parking space, in compliance with the AB Code.
 - The Access Aisle shall be at least 5 feet in width.
 - The grade of the Access Aisle shall be no more than 2% in all directions.
 - At the building end of the Access Aisle, post a sign that reads "NO PARKING", in compliance with the AB Code and ANSI 502.7, as amended.
 - Designate the access aisle by ground paint of diagonal stripes.
 - Delineate the path of travel from the Access Aisle to the ramp by ground paint, similar to that of a crosswalk.
4. **Exterior Accessible Route**
- Provide and designate an accessible path of travel from the Access Aisle to the ramp that is a minimum of 36 inches wide, at a grade of no more than 5%, in compliance with ANSI A117.1 502.4.1.

B. EXTERIOR CONDITIONS- Ramp:

1. In accordance with Exhibit D, modify the existing ramp so that the slope of each inclined section is no steeper than 1:12 in accordance with ANSI 405.2. **These changes need to be completed no later than the occupancy date of April 1st, 2012.**
2. Ensure the handrail at the top of the ramp and at the bottom of stairs returns back to the wall, in accordance with ANSI 505.10.3.

C. INTERIOR CONDITIONS- Main Entry:

1. Provide a permanent barrier underneath the existing stairway that is installed in accordance with ANSI 307.4.
2. Remove or modify temporary carpet to comply with ANSI 302.2

D. INTERIOR CONDITIONS- Toilet Rooms:

1. Provide proper signage identifying the restroom with proper symbols, notations and Braille are provided in accordance with ANSI 703.
2. Adjust or modify the toilet room door so that to push/pull open the door, no more than 5 pounds of force is used, in accordance with ANSI 404.2.8.
3. Toilet room shall comply with all applicable sections of ANSI Chapter 6.

- a. Provide one horizontal side wall grab bar in the toilet room that is 42 inches long mounted no more than 12 inches away from the rear wall in accordance with ANSI 604.5.1.
 - b. Provide one vertical side wall grab bar in the toilet room that is at least 18 inches long, mounted 6 inches above the horizontal side wall grab bar in accordance with ANSI 604.5.1.
4. Relocate the toilet paper dispenser so that it is mounted 7-9 inches forward of the toilet bowl per ANSI 604.7.
 5. Provide insulation wrap on sink pipes in accordance with ANSI 606.6.
 6. Relocate the mirror in the toilet room so that the bottom of the reflective edge is no higher than 40 inches above the floor in accordance with ANSI 603.3.

E. OTHER:

1. Per Exhibit D, at the accessible public entrance install automatic door openers at the exterior door, in accordance with ANSI 404.3.
2. Provide Braille and raised letters and symbols signage for all permanent rooms. Such signs to be mounted 60 inches to the centerline of the sign and on the wall adjacent to the handle side of the door(s) in accordance with ANSI 703.

This recommendation is based upon the site-survey completed by Administrative Services and on the assurances of that agency's ADA Coordinator. The AB Committee staff cannot survey all state leased properties. However, as a safeguard for the state against ADA litigation, and to assure access for the state's people with disabilities, random surveys are performed.

Should future inspection by Administrative Services or the Architectural Barrier-Free Design Committee prove that areas of non-compliance exists, the agency should withhold rent until the landlord brings it into compliance, or should negotiate to remedy the non-complying areas.

Respectfully submitted and approved by the **Architectural Barrier-Free Design Committee,**

DAVID GLEASON

David Gleason, Chair

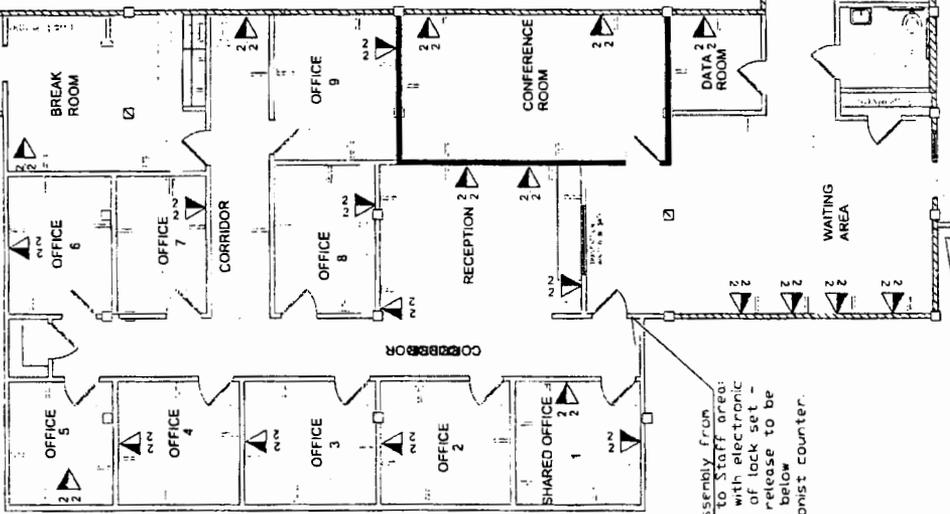
JLS 12-30-11

KEY:

- Existing drywall construction to remain.
- NEW TYPE 1 PARTITION: Drywall partition extending from the floor to deck above the suspended ceiling grid. Fill all cavities with 3.5" fiberglass insulation for improved acoustic isolation.
- NEW TYPE 2 PARTITION: Drywall partition extending from the floor up to 6" above the suspended ceiling grid above.
- DUPELEX electrical outlets on general use 20 amp circuit dedicated duplex electrical outlets on 20 amp circuit, of exclusive use.
- City Table Outlets
- VOICE & DATA OUTLET
- City Data Outlets

NDIE: Modifications to Existing Lobby:

1. Remove large triangular table
2. Open Stair: At lowest edge of open side up to the point of 7' high provide continuous conforming barrier along floor to provide "touch on lane" detectable warning of overhead obstacle
3. Provide "Touch Plate" automated door at exterior entrance, installing ingress and egress touch plates at 48" high



Door Assembly from existing to Staff area: provide with electronic release of lock set - buzzer release to be located below exceptionist counter.

Entrant Entry Door: Provide overhead transom light extending between columns above door. Provide half ht side light of min. 24" wide next to door.

EXISTING LOBBY/FOYER

UP

ATB