



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
 CHAIRMAN Debra M. Douglas
 COMMISSIONER Paul J. Holloway
 COMMISSIONER J. Christopher Williams
 EXECUTIVE DIRECTOR Charles R. McIntyre

July 23, 2020

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

REQUESTED ACTIONS

Authorize the New Hampshire Lottery Commission to enter into a five year lease agreement with FiveKPH, LLC, 15 Merrill Street, Manchester, New Hampshire (Vendor No. 299714) for an amount not to exceed **\$279,959.52** for approximately 2,360 square feet of office space at 53 Regional Drive in Concord, New Hampshire commencing on October 1, 2020 and continuing to September 30, 2025. **100% Lottery Funds.**

Funds are available in the following New Hampshire Lottery Commission account for Fiscal Year 2021, and are anticipated to be available in future fiscal years, upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances amongst fiscal years within the price limitation through the Budget Office, if needed and justified.

06-083-083-830013-20280000 – Lottery Division:

State FY	Class-Account	Class Title	Amount
2021	022-500248	Rent to Owners Non-State Space	\$39,946.05
2022	022-500248	Rent to Owners Non-State Space	\$54,260.04
2023	022-500248	Rent to Owners Non-State Space	\$55,616.58
2024	022-500248	Rent to Owners Non-State Space	\$57,007.02
2025	022-500248	Rent to Owners Non-State Space	\$58,432.17
2026	022-500248	Rent to Owners Non-State Space	\$14,697.66
		Total:	\$279,959.52

EXPLANATION

The New Hampshire Lottery Commission ("Lottery") is seeking to enter into a lease agreement for office space at 53 Regional Drive in Concord, New Hampshire. Currently, all Lottery employees work out of the Lottery's headquarters building at 14 Integra Drive in Concord. Over the past two and a half years, the legislature has expanded the responsibilities of the Lottery to include the operation of Keno games, iLottery, and Sports Betting. The implementation and regulation of these programs has necessitated the hiring of additional state employees. While 14 Integra Drive remains an ideal headquarters due to the combination of office, meeting, and warehouse space, the Lottery requires additional office space to accommodate its workforce.



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
 TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

Due to the legislative expansion of responsibilities and staffing, the Lottery was exempted from a full request for proposal process by the Department of Administrative Services (DAS). Lottery has worked with the DAS to identify several office spaces in the Concord area that meet the agency's needs. After reviewing these options, the Lottery selected space at 53 Regional Drive in Concord. The proposed space consists of 2,360 square feet of office and meeting space, which is anticipated to house between 12 to 15 staff members. This building currently houses the New Hampshire Banking Department and has previously provided temporary offices for the New Hampshire Department of Transportation, Bureau of Turnpikes. The proximity between Lottery headquarters and the proposed space (3.7 miles) will allow for seamless operations between the two locations. Based upon market research, the proposed pricing is competitive with comparable office space in Concord.

While not a primary basis for this lease, the additional space will also have the added benefit of increasing social distancing during the ongoing COVID-19 pandemic.

Based on the foregoing, the Lottery respectfully requests that the Requested Action be approved.

Respectfully submitted,



Charles R. McIntyre
Executive Director



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

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

DATE: July 26, 2020

SUBJECT: Attached Amendment to Lease;
Approval respectfully requested.

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

LESSEE: NH Lottery Commission, 14 Integra Drive, Concord NH 03301

LESSOR: FiveKPH, LLC, 15 Merrill Street, Manchester, NH 03103

DESCRIPTION: New Lease. Approval of the enclosed will authorize a new Lease for the Lottery Commission's expansion to an additional location providing approximately 2,360 square feet of office space on a ground floor level building at 53 Regional Dr., Concord NH.

TERM: Five (5) years, commencing October 1, 2020 ending September 30, 2025.

OPTIONS: None

RENT: Year One: \$53,261.40 annual, \$4,438.45 monthly @ \$22.57 per SF
Year Two: \$54,592.94 annual, \$4,549.41 monthly @ \$23.13 per SF
Year Three: \$55,957.76 annual, \$4,663.15 monthly @ \$23.71 per SF
Year Four: \$57,356.70 annual, \$4,779.73 monthly @ \$24.30 per SF
Year Five: \$58,790.62 annual, \$4,899.22 monthly @ \$24.91 per SF

TTL RENT: \$279,959.42

ADDITIONAL: There is no exception

JANITORIAL: Provision included in annual rent

UTILITIES: Provision includes air in the annual rent, plugs and lights are tenants responsibility

TOTAL 5-YEAR COST: \$279,959.42 rent + approx. \$1,200 plugs and Lights = \$285,959.42 ttl cost

PUBLIC NOTICE: Waiver was submitted for the RPF process due to the Governor request to increase staff for new gaming.

CLEAN AIR PROVISIONS: The office space will be tested for conformance with clean air standards after inception of the term

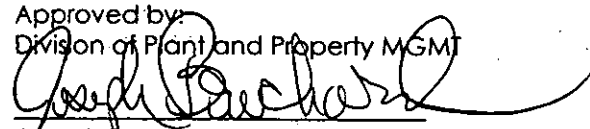
BARRIER-FREE DESIGN COMMITTEE: Waiver was submitted due to the covid situation and meeting are irregular at this time. Lottery will fulfill GCD requirements for Checklist.

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

Reviewed and recommended by:
Bureau of Planning and Management


Gail Rucker, Administrator II

Approved by:
Division of Plant and Property MGMT


Joseph Bouchard, Assistant Commissioner

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

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Landlord Initials: TSDate: 7-2-20

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Landlord Initials: SB
Date: 7-8-20

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Landlord Initials: MB
Date: 7-28-20

ATTACHMENTS REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. Letter of Opinion regarding lease issued by State of New Hampshire "Architectural Barrier-Free Design Committee".
2. Certificate of Insurance issued by landlord's insurance provider documenting provision of coverage required under the lease (section 15).
3. "Vendor Number" assigned to landlord by the Bureau of Purchase and Property; number must be provided prior to lease submittal to Governor and Executive Council.

SUPPLEMENTAL PLANS AND SPECIFICATION REQUIRED PRIOR TO SUBMITTAL FOR FINAL APPROVALS:

1. "Demise of Premise" floor plan(s): Authorized Landlord and Tenant signature with date of signature required on each.
 - a. Provide plans specifying 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 plans shall show the location of the demised premises within the building to which it is a part, depiction of the location of the demised premises within the building to which it is a part, depiction of the public and staff entrances, windows, rest rooms, and description of the basic functional areas such as office, storage, conference or reception space.
 - b. In the instance provision of parking is included in the terms of the lease, provide detailed site sketch or detailed description of any parking areas designated for the use of the Tenant during the Term. 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 requirement for the Premises and/or the building to which the Premises is a part.
2. "Design-Build" floor plan(s) and specifications: Authorized Landlord and Tenant signatures with date of signature required on each:
 - a. In the event renovation, new construction or improvements are to be made under the terms of the Lease, provide all final/agreed drawings and specifications describing the work, which shall include but not be limited to:
 - i. Tenant's "Design-Build floor plan(s)"
 - ii. Tenant's "Design-Build Fit-Up Specifications"
3. The documents listed in items 1 & 2 above shall be part of the finding agreement, therefore provide minimum three originals, one each distrusted to :
 - a. Tenant
 - b. Landlord
 - c. State of New Hampshire, Department of Administrative Services, Bureau of Planning and Management.

SUPPLEMENTAL DOCUMENTATION REQUIRED FOR SUBMITTAL FOR FINAL APPROVALS:

1. Office of Secretary of State "Certificate of Good Standing" (CGS): needed by business organizations and trade names. Individuals contracting in their own name do not need a "CGS".
2. Certificate of Vote/Authority (CVA): needed by business entities, municipalities and trade names. Individuals contracting in their own name do not need a "CVA".

Landlord Initials: 

Date: 7-22-20

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PLANNING AND MANAGEMENT

STANDARD LEASE AGREEMENT

1. Parties to the Lease:

This indenture of Lease is made by the following parties:

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

Name: FiveKPH, LLC

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 15 Merrill Street

Street Address (principal place of business)

<u>Manchester</u>	<u>NH</u>	<u>03103</u>	<u>(617) 901-7993</u>
City	State	Zip	Telephone number

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

Department Name: New Hampshire Lottery Commission

Address: 14 Integra Drive

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

<u>Concord,</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-3391</u>
City	State	Zip	Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 53 Regional Drive, Suite 104

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

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

The demise of the premises consists of: approximately 2,360 rentable SF

(provide square footage of the leased space)

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

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

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

Commencing on the 1st day of October, in the year 2020, and ending on the 30 day of September, in the year 2025, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: SS

Date: 7-29-20

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 5 year(s) commencing on the 1st day of October, in the year 2020, unless sooner terminated in accordance with the Provisions hereof.

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

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

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

3.5 Conditions on the Commencement and Extension of Term:

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

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) October 1, 2020

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

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

Landlord Initials: MS
Date: 7-28-20

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

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

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

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

Exceptions: The demised space will be separately metered for electrical plugs and lights. Payment for the separately metered electrical utility shall be the responsibility of the Tenant |

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: |

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: JS

Date: 7-22-20

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:

Conducting regular office duties for the New Hampshire Lottery Commission; these duties include, among other things, office work, meetings, conferences, and working with their clientele

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.

Landlord Initials: 

Date: 7-22-20

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 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 B" hereto.

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

OR:

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.1 herein for commencement of the "Lease Term".

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

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


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

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

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13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent to the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
16. **Indemnification:** Landlord will save Tenant harmless and will defend and indemnify Tenant from and against any losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:
- 16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.
- 16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 **Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

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

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

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

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

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

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

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

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

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

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

20. **Hazardous Substances:**

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

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

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

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

20.5 **Asbestos:**

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

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

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

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21. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.
22. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

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: Deane Navaroli
Title: Property Manager
Address: 1 Bedford Farms Dr. Suite 105, Bedford, NH 03110 Phone: 603 315-0808
Email Address: Deane@wrcrc.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: Eric Prescott
Title: Facilities Manager
Address: 14 Integra Drive, Concord NH 03301 Phone: 603-271-3391
Email Address: Eric.Prescott@lottery.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 regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for

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

26. Personnel:

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

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

28. Miscellaneous:

- 28.1 Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 28.2 No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 28.4 Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 28.7 No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 28.9 Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.
- 28.10 Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: ASD
Date: 7-28-20

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 The New Hampshire Lottery Commission

Authorized by: (full name and title) Charles McIntyre, Executive Director

LANDLORD: (full name of corporation, LLC or individual) FIVE KPH LLC

Authorized by: (full name and title) Thomas Balon, Manager

Signature

Print: Thomas Balon

Name & Title

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

OF: NH

COUNTY OF: Herrimack

UPON THIS DATE (insert full date) July 22, 2020, appeared before

me (print full name of notary) Donna F. Baron

the undersigned officer personally

appeared (insert Landlord's signature) [Signature]

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

FIVE KPH LLC

Manager

and that as such

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

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

Donna F. Baron

DONNA F. BARON

• NOTARY PUBLIC - NEW HAMPSHIRE •
My Commission Expires January 25, 2025

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: 7/24/2020

Approving Attorney: Erik Bal

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: [Signature]

Date: 7-22-20

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

EXHIBIT A
SCHEDULE OF PAYMENTS

Tenant shall pay rent to Landlord as follows, commencing on the term set forth in Section 4.1.

Year	Annual Rent	Monthly Rent	\$/SF
1	\$53,261.40	\$4,438.45	\$22.57
2	\$54,592.94	\$4,549.41	\$23.13
3	\$55,957.76	\$4,663.15	\$23.71
4	\$57,356.70	\$4,779.73	\$24.30
5	\$58,790.62	\$4,899.22	\$24.91

Landlord Initials: AS
Date: 7-22-20

EXHIBIT B

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

All Janitorial services within the demised space shall be the responsibility of the Landlord. All janitorial services in the common use areas shall be the responsibility of the Landlord. NOTE: Common Areas include; restrooms, foyers, halls, stairs elevators, plazas attached to or next to the building the Tenant occupies. Deep cleaning in the demised space, which is removal of grime and dirt in such areas as windows, with carpet cleaning, touch up painting, waxing shall be done once every two years by the landlord. Cleaning provided by landlord for common area shall be according to schedule below.

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

Landlord Initials: JB

Date: 7-22-20

Window Cleaning - Interior and Exterior						X
Removal and replacement of window screens as necessary						
Skylight Cleaning (where applicable)				X		
Window Covering						
Clean and Re-hang					X	
Carpet Cleaning				X		
*Hot Water Extraction Method						X
Bonnet Cleaning Method				X		

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

Landlord Initials: JD
Date: 7-28-20

EXHIBIT C

Provisions for Architecturally Barrier – Free Accessibility, "Clean Air" compliance, Improvements, Recycling, and Energy Conservation follow:

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. This is an ADA compliant building already approved by the Governor's Council on Disability. The new office space meets all ADA regulations. *All renovation work will be completed by the landlord and amortized in the lease.*

Part II Air Testing Requirements – No later than thirty (30) days after the commencement of the Term herein the air quality of the Premises shall be tested in accordance with the requirements of the Agreement herein.

1. Definitions:

- a) "Initial lease" means the lease of space within a building, executed on behalf of a state agency when no prior lease for the rental of that particular space by the agency exists.
- b) "Office space" means an area within a building occupied for 4 or more hours each workday by one or more state employees whose primary functions include supervision, administration, clerical support, retail sales, or instruction. "Office space" does not include laboratories, vehicle repair facilities, machine shops, or medical treatment areas, and does not include any other areas where the department determines that the air quality contaminants created by the activity in the area are appropriately regulated by other state or federal authorities.
- c) "Owner or operator" means the builder, seller, lessor, donor, or the donor's executor of a building, or portion of a building, which is leased, rented, sold or bequeathed to, or which will be or has been built for, the state for use as office space.
- d) "Previously certified space" means an office space that was demonstrated to have passed the air quality tests subsequently described in this section when it was leased by the state for the first time.
- e) "Renewal lease" means the agency's previous lease has expired and a new lease agreement for the same space has been agreed upon.
- f) "Short-term lease" means a lease for any building area less than or equal to one year in duration.
- g) "Small space" means any leased building area whose total net usable square footage is equal to or less than 1,000 square feet.

2. An owner or operator who is leasing office space to the state shall demonstrate compliance with the following clean air industry standards if the space is:

- a) A space not previously occupied by the State requiring complete testing as specified; or
- b) A previously certified space subject to a renewal lease requiring modified testing; or
- c) A small space or area within a building whose total net usable square footage is equal to or less than 1,000 square feet, occupied for less than four (4) hours each workday by one or more state employees, shall be exempt from clean air testing standards.

3. Required tests and indoor air standards:

- a) Sampling and Analysis – General:

Landlord Initials: SD
Date: 7-22-20

- i. Samples shall be collected by or under the direction of a certified industrial hygienist or an individual who is accredited by the American Board of Industrial Hygiene.
- ii. Samples to be tested for asbestos and formaldehyde shall be analyzed by laboratories accredited by the American Industrial Hygiene Association.
- b) Ventilation:
 - i. **Standard:** The ventilation requirement shall be a minimum of 20 cubic feet per minute (cfm) of fresh air per person occupying the space.
- c) Noise Testing:
 - i. All state tenant noise sources turned off; such as printers and copiers; and
 - ii. Air handling systems in operation.
 - iii. **Standard:** Noise levels shall not exceed:

Frequency (Hz)	Noise Level (dBA)
63	67
125	60
250	54
500	49
1000	46
2000	44
4000	43
8000	42

- d) Radon Testing:
 - i. **Standard:** The maximum allowable concentration of radon shall be 4.0 picocuries of radon per liter of air.
 - ii. Radon testing shall be done on the lowest level that will be occupied as office space.
 - iii. If a passive radon monitoring device is used, duplicate samples shall be collected for every 2,000 square feet of office space.
 - iv. Radon testing devices shall be approved by the National Radon Safety Board (NRSB) or the national Environmental Health Association (NEHA) and analyzed by a laboratory accredited by the NRSB or certified by the NEHA.
 - v. Radon shall be measured in accordance with the NRSB or NEHA radon measurement protocol.
- e) Formaldehyde Testing:
 - i. **Standard:** The maximum allowable concentration of formaldehyde shall be 0.1 parts of formaldehyde per million parts of air.
- f) Asbestos Testing:
 - i. **Standard:** The maximum allowable concentration of asbestos shall be 0.1 fibers per cubic centimeter of air as determined by phase contrast optical microscopy, performed as described in "Asbestos and Other Fibers by PCM: Method 7400, Issue2" NIOSH Manual of Analytical Methods (NMAM) Fourth Edition, 8/15/94.
 - ii. Office space that will be subject to a renewal lease shall be retested for asbestos except when the owner or operator can document that either:
 - The building or space has been previously certified as asbestos-free by the building contractor; or
 - The building or space has been inspected by an accredited asbestos inspector and determined to be asbestos-free.
- g) Carbon Dioxide Testing:
 - i. **Standard:** The maximum allowable concentration of carbon dioxide shall be:
 - 800 parts of carbon dioxide per million parts of air in unoccupied office spaces; or
 - 1,000 parts of carbon dioxide per million parts of air in occupied office spaces.
- h) Carbon Monoxide Testing:

Landlord Initials: AS
 Date: 7-28-20


- i. **Standard:** The maximum allowable concentration of carbon monoxide shall be 5 parts of carbon monoxide per million parts of air.
 - ii. Carbon monoxide testing shall be conducted with the heating, ventilating, and air conditioning system on.
4. Modified tests and indoor air standards:
 - a) A previously certified space shall demonstrate compliance with clean air standards for 3f Asbestos, 3g Carbon Dioxide, and 3h Carbon Monoxide testing only.
5. Certification of Clean Air Standards
 - a) The owner or operator shall certify the quality of the indoor air present in a building, or portion(s) of a building to be used as office space.
 - b) Certification by the owner or operator shall be deemed complete upon written receipt by the department of one of the following two statements:
 - i. "I hereby affirm that sampling and analyses conducted were performed in accordance with the best professional practice and that all tests were within normal limits"; or
 - ii. "I hereby affirm that sampling and analysis conducted were performed in accordance with best professional practice and that all tests were not within normal limits."
 - c) The owner or operator shall attach a copy of all test results as described above to the written statement completed in 8.8.3.2 above.
6. Waiver Procedure:
 - a) An owner or operator has an option to request a waiver by providing an explanation of why they can't meet the air testing standards as described in Part II, 3 above.
 - b) The State of New Hampshire reserves the right to grant/not grant an exemption.

The Landlord - 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 above mentioned requirements, specify which party will be responsible for providing and paying for the alterations and repairs necessary to remedy the non-conformity, the time frame to be allowed for providing remedy, and which party shall bear the cost of re-testing and repair required. | |

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

All renovations to this space are noted and initialed as approved by both parties in Exhibit E of this Lease, and are summarized as follows:

Demolition of most of the existing offices to make an open work station area to fit approximately thirteen (13) staff, reduce the conference room area and leave two existing offices in "as-is" condition, install a secure data room and a maternal care room by reducing the existing storage area. As part of this Lease, the work stations for this space are being provided by the Landlord. The Tenant shall pay to have them moved and installed and shall be responsible for any additional parts necessary due to a change in configuration. Tenant shall own the workstations once installed and shall remove them when Tenant vacates the premises. |

Landlord Initials: 
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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.* Landlord shall provide a recycle dumpster on site for tenant to use for recycling. |

Part V **Energy Conservation:** *The extent to which a landlord can share information on the facility's energy consumption shall be documented below. When possible, the landlord shall share information such as energy audit results, energy scores, and monthly energy invoices.* |

||

Landlord Initials: TS
Date: 7-22-20

**EXHIBIT D
SPECIAL PROVISIONS**

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

||

1. Landlord will provide the Tenant with access to the Premises at least fifteen (15) days prior to the start of the occupancy term for the purposes of allowing Tenant to move equipment into the space, including information technology infrastructure.

Landlord Initials: AS
Date: 7-22-20

EXHIBIT E

Construction Specifications and Floor plans State of New Hampshire

1. INTRODUCTION:

The State of New Hampshire, acting through New Hampshire Lottery Commission ("Tenant") and FiveKPH, LLC ("Landlord") are entering into a Lease Agreement for space at 53 Regional Drive in Concord, New Hampshire which includes requirements for build-out construction in the lease space. The "Landlord" shall be responsible for provision of all required drawings, schedules, specifications, permits, labor, demolition, site work, materials and performance of work, providing finished space to the Tenant in "turnkey" condition.

1.1. **Design Intent: Tenant Floor Plan** Landlord shall be responsible for the complete installation and proper operation of all improvements consistent with the Tenant's attached schematic drawings entitled:

1.1.1. ___ **Tenant Design Build Intent Plan A-1, (53 Regional, Concord), NH**

1.1.2. ___ **Tenant Electrical and Data requirements Shall be provided at execution of lease.**

1.1.3. ___ **Tenant Flooring and wall paint shall be specified, (53 Regional, Concord , NH**

1.1.4. ___ **Tenant Final Plan with furniture A-5, (53 Regional, Concord), NH**

1.2. **Supplement Tenant Improvement Specifications:** Provided by www.adachecklist.org is the "ADA Checklist for Existing Facilities", based on the 2010 ADA Standards for Accessible Design with New Hampshire Amendments, effective June 1, 2016. Reference this document for concise listing of "ADA" requirements and specifications to be included/provided during the course of renovations listed herein and included in lease cost.

1.3. **Completion of Build-Out:** The date for completion of the Premises shall be as set forth in section "3.2 Occupancy Term" of the finalized Lease Agreement. All improvements shall be provided in accordance with the specifications and drawings herein, and the terms and conditions of the Lease Agreement, including all Design Intent: Tenant Floor Plan and schematics. In accordance with the Lease Agreement, rental payments shall not commence until the date defined in section "3.2 Occupancy Term", or upon substantial completion, whichever is later.

1.10 Submittals required from Landlord as part of Lease:

A) Floor plan(s):

Landlord accepts Tenant plans as provided herein. Landlord shall be responsible for providing a site plan which shall include parking and schematic architecturally barrier-free path of travel site layout for the entrances to the premises, to be reviewed and accepted by Tenant.

B) Specification(s):

Landlord accepts the Tenant specifications as provided herein.

C. Electronic Posting of Resulting Contract

RSA 9-F:1 and RSA 91-A require that this contract be posted online and be publicly available. Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and

Landlord Initials: 

Date: 7-22-20

policies, this contract will be made accessible to the public online via the State's website without any redaction whatsoever.

2. GENERAL PROVISIONS:

2.1. Basic Definitions:

- 2.1.1. "Landlord" shall mean the Landlord, the contractual Landlord and/or their authorized designees.
- 2.1.2. "Tenant" shall mean the State of New Hampshire, acting through its' Lottery Commission.
- 2.1.3. "Build-out Documents" consist of the Lease, Drawings, Specifications, and other documents listed in the Lease, all modifications issued prior to execution of the Lease and all modifications issued after execution of the Lease.
- 2.1.4. "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.
- 2.1.5. "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.
- 2.1.6. "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.
- 2.1.7. "ADA" is an acronym for the United States "Americans with Disabilities Act" as well as (in this context) a broad reference to all codes, rules, regulations and ordinances whether Federal, State, or Municipal, which regulate and provide for architecturally barrier-free access and design.

3. Construction Documents:

- 3.1. While the Documentation herein specifies the Tenant's Design Intent, they are not construction documents. It shall be the Landlord's responsibility to promulgate (including employment of licensed architects and engineers as it relates to the Work) and submit any construction drawings and/or specifications which may be required by the building/code enforcement department or authority of the municipality to secure all required plan reviews, approvals and permits. Any alterations to the Documents that the building/code officials, architect or engineers deem necessary for code compliant construction of the premises shall be reviewed with and approved by the Tenant, with the necessary approved 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, MSDS 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 Schedule, Room Finish Schedules, Floor Plan(s), Detail and Millwork plans and elevations, Reflected Ceiling Plan(s), Fire Evacuation Plan(s), electrical distribution, fire alarm, egress, lighting, telephone and data distribution plans, HVAC distribution plan and security plans as required.
 - 3.2.1.1. Door & Hardware Schedule: The Landlord shall submit a Door and Hardware Schedule in a format that conforms to the Tenant's requirements. The Tenant shall provide the Landlord with a "Sample" Door and Hardware schedule that is

Landlord Initials: 

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representative of the required format; the Landlord's Door and Hardware Schedule submittal shall provide all the information contained in this format, including the utilization of the same column and row headings.

4. Correlation and Intent of the Documents:

- 4.1. **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.
- 4.2. **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.

5. GENERAL CONDITIONS:


- 5.1. **Specifications** - minimum requirements: The specifications 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, and 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.

These specifications indicate the minimum requirements for furnishing and installing, replacing or repairing, any and all work as specifically indicated on the Design Intent: Tenant Floor Plan or accompanying schematic drawings.

- 5.2. **Design and Plans:** The plans and specifications set forth herein shall be referenced by the Landlord and/or the Landlord's representative in order to determine the cost and scope of work entailed to provide Tenant with newly renovated rental premises for their use. The cost of providing all work shall be included in the "rent" set forth in the Lease. 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 found to comply with all program functions and applicable building and safety codes. Consideration of proposed alternates does not relieve the Landlord of the responsibility for deviations from the requirement of the document. Submittals shall specify any deviations from the products and/or systems specified herein. If the Tenant rejects proposed alternates, the Landlord shall provide the specified product and/or system.

- 5.3. **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 2015 International Building Code, 2015 International Existing Building Code, 2015 International Plumbing Code, 2015 International Mechanical Code, 2015 International Energy Conservation Code, 2014 National Electrical Code, State Fire Code SAF-C 6000, 2015 Fire Code NFPA 1, 2015 Life Safety Code NFPA 101, ANSI 2009 and NH Accessibility Code – 2010 ADAAG, including all State of New Hampshire RSA 155 and Amendments applicable to these codes; and/or new codes and regulations to meet the current New Hampshire laws.

Design and installation criteria having to do with such conformance is referred to herein as being "ADA" (Americans with Disability Act) conforming;

Landlord Initials: 
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
Landlord is specifically reminded that in order to meet ADA conformance requirements, the finished installation of termination strips shall not exceed a height range of 1/4". The costs of all permits and testing shall be borne solely by the Landlord.

- 5.3.1. An approved copy of the Demolition/Building Permit shall be delivered to the Tenant prior to commencement of construction activities.
- 5.3.2. A final and approved Certificate of Occupancy shall be delivered to the Tenant prior to the Tenant accepting the space.
- 5.3.3. 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 and Ventilation for additional approvals.
- 5.3.4. Landlord must provide the Tenant with all applicable certificates and inspections prior to occupancy, including but not limited to: Building Permit, Certificate of Occupancy, Clean Indoor Air Testing and Elevator Inspections Certificates, if applicable. Refer to HVAC and Ventilation for testing requirements.
- 5.3.5. 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.
- 5.3.6. 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.
- 5.3.7. The Landlord shall furnish to the Tenant the written affidavit from a qualified person, according to State of New Hampshire Law, submitted to the Landlord by the Landlord's Contractor, certifying the design or construction drawings, and the actual construction for the lease space, meets the accessibility standards of the state building code (RSA 155-A:5-a).

5.4. **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, all 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.

5.5. **Submittals:** 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 reviews, taking no more than five (5) workdays to accept, accept as noted or reject a submittal.

- 5.5.1. The Landlord shall review for compliance and approve and submit to the Tenant 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.

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

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

5.5.4. When renovations are completed the Landlord shall provide the Tenant with MSDS documentation 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.

5.6. **Conditions for Occupancy:** Prior to occupancy, Tenant shall require all applicable certificates and inspections, including but not limited to: Building Permit, Certificate of Occupancy, and "Clean Indoor Air" testing.

5.7. **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.

6. STANDARDS & SPECIALTIES

6.1. **Materials and Finishes:** With respect to the build-out of the interior space, unless otherwise stated or agreed to by the Tenant, 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.

6.2. **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.

6.2.1. Provision of build out which exceeds the energy code by at least an additional 20 percent is encouraged.

6.3. **Ceiling Heights:** Where possible, the following ceiling heights are preferred:

6.3.1. Open Office Area: 9 feet

6.3.2. Conference/Training Rooms and Staff Lounge: 9 feet

6.3.3. Private Offices: 9 feet

6.3.4. General Office Area: 10 feet

6.3.5. Corridors, Hallways: 10 feet

6.3.6. All other areas shall not exceed the above heights.


6.3.7. Landlord shall request another height for tenant to approve before construction begins.

6.4. **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. Alternative manufacture is acceptable; must be same quality or better.

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- 6.5. **Window Treatments:** Landlord to replace, as necessary, window treatments at all exterior glazing and interior glazing as required to match the building standard.
- 6.5.1. Building standard is vertical blinds
- 6.6. **Knox Box:** an exterior flush mounted Knox Box shall be provided and installed as required or requested by the local fire and/or police department. Location to be determined by said authority.
- 6.7. **Restroom Waste Receptacles:** Shall be stainless steel finish recessed (or semi recessed – where approved by Tenant) waste receptacles. Installation location(s) shall be in conformance with required ADA clearances.
- 6.8. **Drinking Fountains:** the drinking fountains are existing and in the common corridor
- 6.9. **Exterior Glazing:** All existing and new exterior glazing shall be transparent unless otherwise noted; no opaque materials are acceptable without prior specification or approval from the Tenant. Exception: skylights and restroom glazing are permitted to be constructed of opaque materials.
- 6.10. **Push Plate Activated Automated Doors:** Automated ADA conforming exterior and interior vestibule doors (in a quantity to be determined by Tenant) to be provided and installed at Tenant's Public Entrance(s). See "Doors, Door Assemblies and Hardware" herein for further details. (there are approximately three exterior doors and one vestibule door. Final quantity to be determined with final architectural drawings)
7. **DOORS, DOOR ASSEMBLIES AND HARDWARE:** typical – unless noted otherwise. Landlord to provide Door and Hardware schedule demonstrating conformance with the following section prior to inception of construction. See "General Conditions, Construction Document" for details regarding required format of door and hardware schedule submittal.
- 7.1. **Vandal Resistant Hinges:** Non-removable pin (NRP) hinges shall be provided at all exterior doors. All hinges shall be heavy duty steel and vandal resistant, color: silver coated or stainless steel.
- 7.2. **Latch Protectors:** To be provided at all exterior doors. All latch protectors shall be: heavy duty steel, furnished with washers and vandal resistant fasteners, color: silver coated or stainless steel. Latch protectors shall be a minimum size of 2-3/4" X 7", and shall completely cover strike plates.
- 7.3. **Electric Door Strikes:** Required 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.
- 7.3.1. Installation shall include supplying and installing the electric strike and all required electrical circuits, transformers, low voltage control wiring from electric strike to junction box above finished ceiling and 110v electrical supply for low voltage transformer(s).
- 7.3.2. 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).
- 7.3.3. Electric Strike Function, e.g., fail-safe or secure, unlock for card readers and auto door openers, Landlord shall be responsible to supply strike function as required by applicable codes and/or local authority having jurisdiction, and review

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requirements with the Tenant. Landlord shall provide composite wire to the electric strikes. Tenant shall provide card reader hardware.

7.4. Door Types: All interior and exterior doors shall be 3'-0" X 7'-0".

- 7.4.1. Interior Doors: Solid core wood door blanks for all interior doors with a vision light window, unless otherwise note. (Birch, min. 3 coats natural finish).
- 7.4.2. Exterior doors: Hollow metal doors, 18 gauge; full flush styrene core insulated doors at all exterior doors.
- 7.4.3. Client entry - vestibule to be aluminum storefront type entry with tempered insulating glass.


7.5. 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. A maximum push/pull effort of 5.0 pounds is required at all interior doors.

7.6. Push Plate Activated Automated Doors: Automated ADA conforming exterior and vestibule door to be provided and installed at building entrance. Landlord's provision to include the following:

- 7.6.1. **Door Opener:** Provide and install ANSI/BHMA A156.10 and NH RSA 155 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.
- 7.6.2. Opener to provide slow opening, low-powered, automatic doors, one (1) each at exterior and interior vestibule. Door shall not open to back check faster than 3 seconds and shall require no more than 15 lb. to stop door movement.
- 7.6.3. Interior strike for accessible doors shall be mounted no higher than 48 inches above the finished floor.
- 7.6.4. Exterior strike "push 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.
- 7.6.5. 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.
- 7.6.6. Provide and install all required electrical conduit and connectivity necessary for fully operational doors.
- 7.6.7. Coordinate opener with relay(s) as required for interconnection with the Tenant's access control system.


7.7. Door Frames:

- 7.7.1. Exterior Doors: Welded metal frame, 16 gauge
- 7.7.2. Interior Doors w/ Electric Strikes: Welded metal frame, 16 gauge; unless manufacture specifications allow knock-down frames with electric strikes
- 7.7.3. Interior Doors: Knock-down metal frame, 18 gauge
- 7.7.4. Exterior and Security Doors: All exterior doors shall be equipped with:
 - 7.7.4.1. Panic Hardware: Required manufacturer: Von Duprin. Mortise lock devices are preferred over rim set types. Note – may not be required on all security doors.

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- 7.7.4.2. Door Assembly: Metal door with full flush styrene core insulation and welded frame, including narrow light vision panel, 100 square inch maximum size (approximately 3" x 33"), bottom of glass shall be 43 inches maximum above finished floor, with security wire mesh.
- 7.7.4.3. Lockset: Storeroom type.
- 7.7.4.4. Hydraulic overhead door closer device.
- 7.7.4.5. Electric Door Strikes: To be provided at all exterior doors. <<controlled access points>>
- 7.8. **Door Hardware:** Required manufacturer: Corbin/Russwin or Schlage-series D (heavy duty commercial grade 1); or equal
 - 7.8.1. Exterior and Security Door Hardware: Shall be keyed cylindrical lever locksets for heavy duty commercial use, rated for commercial grade 1 application
 - 7.8.2. Interior Door Hardware: Shall be either lever passage latchsets or keyed cylindrical lever locksets (as determined by the final door & hardware schedule) for heavy duty commercial grade 1 application.
- 7.9. **Hardware Standards:**
 - 7.9.1. Keyway: L-4.
 - 7.9.2. Interchangeable Cores: All exterior and interior Tenant separation doors and the Data/Communications Room shall be provided with interchangeable cores.
 - 7.9.3. Trim Design: Newport
 - 7.9.4. Type: Lever (NSD) - Cast brass.
 - 7.9.5. Finish: ANSI 630/US32D Satin Stainless Steel or to match existing hardware as requested by Tenant.
 - 7.9.6. Replacement Keyway Cylinders: (if applicable) required hardware shall be Corbin/Russwin. See Section 3.13 above.
 - 7.9.7. Keyway Standard: L-4.
 - 7.9.8. Replacement cylinders: Original factory equipment cylinders only.
 - 7.9.9. Finish: To match existing hardware finish, or as otherwise requested by the Tenant.
- 7.10. **Keying:** Up to four levels of keying are required (i.e.: great grand master (Landlord's Project Key) grand master (Tenant's Key), sub-masters and change keys. The Tenant will coordinate its keying requirements with the Landlord.
 - 7.10.1. Stamping Requirement: Each key shall be stamped: a) by level and sequentially numbered; b) "do not duplicate."
 - 7.10.2. Key Blanks: All key blanks shall be original equipment manufacturer (OEM) products.
 - 7.10.3. Great Grand Master: As defined by Landlord
 - 7.10.4. Grand Master: Provide five (5) keys.
 - 7.10.5. Sub Masters: Provide Six (6) keys per submaster.
 - 7.10.6. Change Keys: Provide two (2) keys per cylinder
 - 7.10.7. In addition to the above keys, provide 5 blanks of each key section used.
 - 7.10.8. Key Control System: Provide a key control system including labels, tags with self locking clips, 3-way visible card index, temporary markers, permanent markers, and standard metal key cabinet, all as recommended by system manufacturer, with capacity for 150 percent of the number of keys provided to the Tenant at occupancy.
 - 7.10.9. Provide complete cross index system set up by key control manufacturer, and place keys on markers and hooks in cabinet as determined by final keying schedule.
 - 7.10.10. Provide hinged-panel type cabinet for wall mounting. Tenant shall determine the location to place it.

8. GYPSUM WALLBOARD-STANDARDS AND TYPES:

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8.1. **Standards:** All gypsum board shall be standard 5/8" material, unless otherwise required by code (i.e.: MR board @ restrooms). All gypsum board joints shall be staggered each layer and each side. All gypsum board shall be fastened via the appropriate type and length of drywall screw. Hollow metal corner bead shall be used on all exposed vertical and horizontal edges.

8.1.1. Metal Studs @ Receptionist Wall: 20 gauge (min.).

8.1.2. Minimum Stud standard at all other full height walls: 3 5/8" metal studs @ 25 gauge.

8.1.3. Minimum Stud standard at Partial/Low height walls: 3 5/8" metal studs @ 16 gauge.

8.1.4. At all partitions, install gypsum board full height, embed joint tape in joint compound and apply first, fill (second), and finish (third) coats of joint compound over joints, angles, fastener heads, and accessories. Seal construction at perimeters, openings, and penetrations with a continuous bead of acoustical sealant including a bead at both faces of the partitions.

8.1.5. Frame door openings by attaching vertical studs at jambs with screws either directly to frames or to jamb anchor clips on door frames; install runner track section at head and secure to jamb studs. Install 2 studs at each jamb, extend double-jamb-studs continuous and attach to underside of floor or roof structure above.

8.2. **WALL TYPES:** The Landlord shall consult and comply with the authority having jurisdiction for determination of all structural and fire ratings required for any and all gypsum wallboard construction. In addition to conforming with this requirement, provide the following wall types:

8.2.1. **Existing Walls scheduled to remain:** In accordance with attached Tenant fit-up plan, certain existing walls are scheduled to remain; in the instance of such walls being at variance with applicable "Type" specification described below, the existing structure shall be modified as required to reasonably conform to these specifications.

8.2.2. **Type 1: Entrances, Demising and Security:** Scope of Use:-all Tenant Demising and Interior Security Demising Partition are existing to remain.

8.2.3. **Type 2: Typical:** Scope of use: "typical" interior Gypsum Wallboard Partition unless otherwise noted:

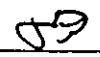
8.2.3.1. All gypsum board partitions shall be full height and extend from floor to a minimum of 1'-0" above finished ceiling. Continue framing above all doors and openings and frame around ducts penetrating partitions above ceiling to provide support for gypsum board. Install framing around structural and other members below floor/roof slabs and decks, as needed, to support gypsum board closers needed to make partitions continuous from floor to underside of solid structure.

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

8.2.3.1.2. All gypsum board partitions shall be installed with sound attenuation insulation, e.g. 3 1/2" minimum thickness sound attenuation blankets (full height) in the cavity for sound retention.

9. **FINISHES:** Shop Drawings, Product Data, MSDS documents, 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. Remove and replace all flooring, carpet tile, vinyl composition tile, slip-resistant vinyl composition tile, termination strips and change of height transition strips to the extent indicated on the Drawings; Refer to Tenant Flooring Replacement Plan, SK-3 for specific location of flooring types.

9.1. **Carpet:** Unless otherwise noted, all flooring shall be modular carpet tile. The Tenant's preference is the modular carpet tile specified below.

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- 9.2. **Color:** Tenant shall make color selection from manufacture's full range of standard color selections. Tenant shall select no more than three (3) colors, which will be installed in a graphic color pattern in the open office areas.
- 9.3. **Recycled materials content:** All carpet submittals shall contain a 25% minimum recycled content and/or is 100% recyclable.
- 9.4. **Samples:** Shop Drawings, Product Data, MSDS, Samples and similar submittals shall be required.
- 9.5. **Indoor Air Quality:** All flooring materials must display the approval certification label of the Carpet and Rug Institute as having passed the *Indoor Air Quality Carpet Testing Program*.
- 9.6. **Installation:** All installation methods and materials must follow the manufactures guidelines.
- 9.7. **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 may be considered:

PREFERRED MODULAR CARPET TILE:

Manufacturer	J&J Flooring Group
Tile Size	24"x24" nominal
Style	City Blocks II Well Versed Modular 7072
Construction	Pattern Loop
Pile Fiber	100% Nylon
Pile Thickness	124 inch
Gauge	1/12
Dye Method	100% Solution Dyed
Tufted Pile Height	0.25 Low 6/32" High
Yarn Weight	1820 oz.
Protective Treatment	Soil Protection Anti-microbial
Primary Backing	Nexus Modular
Smoke Density (ASTM E-662)	Less than 450
Static Control	Less than 3.5 Kv
Traffic Class	Heavy
ADA Compliance	Min. Static Coefficient of Friction 0.6 Meet Guidelines - Americans with Disabilities Act
Warranty	Manufacturer Lifetime Warranty for: Wear, Colorfastness to light, edge ravel, and Delamination

CRI Indoor Air Quality

Certification: Must provide valid, registered certification number.

Recommended Manufacturers: J&J Flooring Group.

- 9.8. **Laminated Vinyl Tile (LVT):** Area of use; supply and install in, janitorial closets, storage rooms, maternal care rooms, staff Kitchen, and data rooms.

LVT: J&J LVT style- classics V5000, Color – 1000 notable, Finish- uv cured urethane with ceramic bead micro beveled, ZPT –antimicrobial, 20 mil wear layer, 3m thk, requires J&J adhesive, 10 yr wear warranty.

- 9.8.1.1. Tile thickness: 5mm
- 9.8.1.2. Tile size: 9 in x 48 in
- 9.8.1.3. Tile shall have a nominal 0.020 in. (0.51 mm) thick pattern layer.
- 9.8.1.4. Tile shall meet size, thickness, etc. performance requirements of ASTM F-1066 Standard Specification for LVT.

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- 9.8.2. **Vinyl Cove Base:** 4" high vinyl, standard toe cove type. Manufacturer: *Johnsonite#20 Charcoal WG 4" HT. cove base.*
- 9.8.2.1. Areas of use: supply and install with all flooring in all areas; Tenant shall select up to three (3) colors from the manufactures full offering of standard colors.
- 9.8.3. **Vinyl Termination Strips:** To match vinyl cove base materials. Manufacturer: *Johnsonite#20 Charcoal .*
- 9.8.3.1. Areas of use: Supply and install termination strips or change of height strips as required in order to mask all exposed flooring edges and intersections. Landlord is specifically reminded that in order to meet ADA conformance requirements, the finished installation of termination strips shall not exceed a height range of 1/4".
- 9.8.4. **PAINTING:** Repaint all wall surfaces; Refer to Tenant Wall Painting Plan, A-4;
Patch and repair all existing scratched, damaged, cracked, marred wall surfaces; Remove all vinyl wallcovering and adhesive from existing wall surfaces, where applicable, and skim-coat these wall surfaces prior to prime and finish painting.
- 9.8.4.1. Colors: Sherwin Williams, Agreeable Gray # SW 7029, Eggshell finish. Refer to specific type specification in the construction specifications of the lease.
- 9.8.4.2. 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.
- 9.8.4.3. Finish at Walls: Paint shall be low-VOC (scrub able) interior eggshell latex unless otherwise noted (see "restrooms and staff lounge" below).
- 9.8.4.4. Finish at Doors, Frames and Casings: Paint shall be low VOC semi-gloss (scrub able) acrylic latex.
- 9.8.4.5. Restrooms and Staff Lounge: Wall paint shall be low VOC semi-gloss (scrub able) interior latex.

10. 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.

- 10.1. Comply with AWI Section 400 for countertops.
- 10.2. 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.
- 10.3. Laminates: Manufacturer: *Wilsonart and/or Formica.*
- 10.4. Color/Textures of all millwork finishes to be selected by Tenant. Provide laminate samples for color, pattern selection.
- 10.5. Counter Tops: custom grade, square edge, high-pressure laminate (standard matte finish).
- 10.6. 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.

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- 10.7 **Millwork at Staff Kitchen:** Use existing cabinets, and wall cabinets where applicable, and repair or replace existing plastic laminate countertops with matching backsplash; placement of counter shall be as shown on Tenant Layout. Provide commercial grade base cabinets below counter and commercial grade wall cabinets, where applicable, above counter; provide custom grade, high pressure (25" depth) plastic laminate countertop with matching, field applied 4" backsplash. Cabinets shall have high pressure plastic laminate surface on the exterior/exposed surfaces, with low pressure laminate only as an acceptable backing material.
- 10.7.1 Counter heights: provide at standard height, except for the section housing the sink the height of this section (which shall be a minimum of 36" wide) shall be dropped to a **maximum of 34"** total high with at least 29" knee space below for conforming to wheelchair accessibility. No cabinets to be provided below the dropped height section; exposed plumbing pipes below the sink shall be insulated or otherwise shielded.
- 10.7.2 Electrical: Provide minimum quantity **three (3)** electrical outlets (with sufficient circuitry) located at counter height to provide for safe, efficient operation of Tenant's toaster oven, coffee maker, and two (2) microwave ovens at staff kitchen. Provide minimum quantity **three (3)** electrical outlets (with sufficient circuitry) located at counter height to provide for safe, efficient operation of Tenant's toaster oven, coffee maker, and one (1) microwave ovens at kitchenette. This is required for employee and student kitchen counters. Appliances shall be provided by tenant. All backing in the wall shall be done prior to gypsum board install.
- 10.7.2.1 Provide outlet and space for Tenant's one (1) full size (min. 25 c.f.) refrigerators and two (2) vending machines.
- 10.7.3 Plumbing: Provide and install standard double bowl stainless steel sink with lever type faucet with sprayer. Sink, hardware and fixtures to meet ADA 2010 codes, Break room/Kitchen. In the Training Kitchenette area install one (1) bar type sink. Sink, hardware and fixtures to meet ADA 2010 codes
- 10.7.4 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 operator height shall be no more than 48" above the floor. Both shall meet ADA 2010 regulations.
- 11 **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.
Furnish and install raised letter and braille signage where permanent signs currently exist and at all restrooms.
- 11.7 **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).
- 11.8 **Typical Interior Signs:** Tenant shall provide a copy of their "Typical Signage" for the Landlord's use and reference in a timely manner in order to facilitate Landlord's procurement of signs.
- 11.9 **Manufacturer:** Tenant can make available the contact information on acceptable former suppliers.

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- 11.10 **Sign Type:** Panel and Non-Panel
- 11.11 **Sign Base Material:** Plastic laminate
- 11.12 **Lettering:** Vinyl dye cut or dimensional lettering
- 11.13 **Samples:** provide samples of each component for initial selection of color, pattern and texture as required.
- 11.14 **All interior signs shall have raised letter and Braille inscriptions**
- 11.15 **Letter Style** shall match Landlord's standard font. If there is no "standard" established for the facility, the font shall be "Arial".
- 11.16 **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.
- 11.17 **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."*
- 11.18 **Samples:** provide samples of each component for initial selection of color, pattern and texture as required.
- 11.19 **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 top 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.
- 11.20 **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.
- 11.21 **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, and special use areas shall be designated with a room number.

12 ELECTRICAL:

- 12.7 **Energy Conservation:** Landlord 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-sensor light switching.
- 12.8 **Electrical Service:** Shall be adequate for the constant and additional demand loads of all lighting, HVAC, outlets, systems furniture (8 wire connections) specialty equipment and any and all other items; including the capacity to add additional circuitry as required at a later date. Provide duplex electrical outlets in all areas as required by code and the specifications herein. See "Electrical plan and Specialty Areas" Layout for further definition of electrical requirements for the tenant demised space.
- 12.9 **Electrical Finishes:** All switch plates and outlet covers shall be white in color unless otherwise requested by the Tenant.

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12.10 **Electrical Installation Heights:** All switches shall have an installation height of 48" above finished floor to centerline of device. Other sensors shall have an installation height of 56" above finished floor to centerline of device.

12.11 **Electrical Distribution:**

12.11.1 **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 two 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.

12.11.2 **Electrical Circuitry and Outlets – at "Open Office Areas":** See Tenant layouts providing workstations in the open office area; also see "Specialty Areas" – Layout for further description of the electrical requirements for this area.

12.11.3 **Electrical Outlets - Drywall Private Offices:** Are existing, landlord shall verify each office has two RJ45 connections in one data jack and three (3) duplex outlets per office, one each wall, unless otherwise noted on the tenants drawings.

12.11.3.1 **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 12 lineal feet of wall.

12.11.3.2 **Common Halls:** Allowance of one duplex outlet per wall, with spacing not to exceed one outlet per 15 lineal feet of wall.

12.11.3.3 **Muti-Function Printer Locations:** provide (1) duplex outlet to meet the requirements of the MFP; Provide (2) data (cat 6) drops per MFP.

13 **LIGHTING:**

13.7 **General Lighting Fixtures, LED fixtures are required.**

13.7.1 LED fixtures shall replace old lighting and are required for all offices and conference rooms

13.8 **Interior Lighting - Ballast and Lamps:**

13.8.1 All interior lighting shall be energy conserving. 012222

13.8.2 All switching for ALL interior lighting within the General Office Area(s) shall be done fully from the primary Staff Entry or as directed by the Tenant.

13.9 **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.

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

13.9.2 **Common Outside Areas** 5 Foot-candles

13.9.3 **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:

13.9.3.1 **Common Areas** 5 Foot-candles

13.9.4 **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:

13.9.4.1 **Active Areas:** Pedestrian traffic and entryways- 5 Foot-candles

13.9.4.2 **Building Surrounds:** Parking and roadways 3 Foot-candles

13.9.4.3 **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 2009 (International Building Code 2009).

13.10 **Emergency Power (generator):**

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13.10.1 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.

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

13.11 All electrical panels, switches and outlets shall be labeled at the device. Such labeling shall clearly identify the corresponding electrical circuits. In addition, all circuit breaker panels shall provide a physical description of the area(s) being serviced by the specific circuit breaker. All exposed (in the public way) electric panels must be locked with a key.

14 COMMUNICATIONS REQUIREMENT:

14.7 **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 6 data cabling specifications and certification requirements as it relates to the project's coordination of the effected trades.

14.8 **Telephone and Data Circuits:** The Tenant's contractor shall be responsible to provide all telephone and data connectivity needs as defined and required by the Tenants. All such services shall be terminated, including premise cabling, within the Tenant's designated Data/Communications Room(s), including but not limited to: digital data services, fiber and ISDN. Digital data service, fiber and telephone riser cable must be installed from the building's DEMARC into the Tenant's Data/Communications Rooms. Data/Telephone riser cable must provide 30% expansion from Tenant's current needs.

14.9 Landlord shall be responsible for the supply and installation of one (1) 4" telephone conduit(s) with required wire from their building's telephone d-mark entrance to Tenant's Communications Room(s).


14.10 Landlord shall be responsible for the supply and installation of one (1) 4" data conduit(s) with Digital Data and/ or Fiber from their building's Data d-mark entrance to Tenant's Communications Room(s).

14.11 **Telephone and Data Station Cabling:** Tenant's contractor 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, Fiber and ISDN.

14.12 **CAT 6 station cabling:** Landlord shall provide and install all CAT 6 data station cabling, said cabling shall originate in the Communications Rooms. In addition, Landlord shall provide and install one (1) floor mounted 7' high by 19" wide UL listed, two-post 6061-T6 aluminum 45U relay racks and all required 48 port patch panels with rear cable management bars, (est. of two(2) integrated vertical power strips/poles Data cabling shall be terminated on station end and patch panel ends via RJ-45 jacks, 45° exit faceplates - CAT 6 modules are to be provided at all work station and drywall locations. The color of the cable and jacks shall be "Blue". Final station cabling needs will be determined by construction document drawings. MFP jack locations shall be shared with telephone station cabling. Typical jack location shall contain two (2) RJ45 per data jacks. All cabling shall be "home run" and properly installed horizontally and vertically by industry standard means and method, including but not limited to cable trays, "J" hooks and grommets.

14.12.1 **Conduit Runs** (reference source BICSI TDM Manual):

14.12.1.1 All runs are to be the most direct route possible (usually parallel to building lines) preferably with no more than two 90-degree bends between pull points.

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- 14.12.1.2 Contain no 90-degree conduits (also known as an LB).
- 14.12.1.3 Contain no continuous sections longer than 30 m (98 ft.) For runs that total more than 30 m (98 ft.) in length, insert pull points or pull boxes so that no segment between points or pull boxes exceeds the 30 m limit.
- 14.12.1.4 Nonmetallic sweeps are to be utilized - 90-degree elbows are not acceptable.

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

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

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

14.12.5 **HVAC:** Provide 73 degree air to data room 24/7 all seasons of the year. System must maintain an average ambient temperature of 73 degrees F with +/- 10 degree swing for thermal alarm. Independent thermostat controlled exhaust fan to the outside air, shall provide secondary/emergency back-up system for this room's HVAC needs. Landlord can submit an alternative solution which meets the requirements of the steady room temperature.

14.12.5.1 **BTU Outputs:** 20,000 Btu's. Must be accounted for in primary and secondary/emergency HVAC designs. Note: engineering calculations for equipment may decrease size of required unit and shall be evaluated as an alternative option and approved by tenant.

15 SECURITY ALARMS, CCTV AND ACCESS CONTROL SYSTEMS:

15.7 **Systems:** Provided by Tenant.

15.8 **Conduit:** Provided by Landlord. Provide two(2) 2inch conduits in data room. Landlord to pull Composite wiring from all electric latch security doors to the data room and coil up for security contractor.

15.9 **Electric Strikes:** Landlord to provide the required electric strikes and wire from the doors to the transmitter above the door to the data room with the security server, required for the security Card systems. Security system is N.I.C.

15.10 **Integration:** Landlord responsible to provide and assist with any and all required integration with fire alarm or fire protection systems and/or detection. Such integration and connections shall only be done after review and approval of the local fire department or other such authority having jurisdiction.

16 FIRE SUPPRESSION SYSTEMS:

16.7 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-1 and 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.

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- 16.8 The costs of any changes, modifications or additions to the existing fire suppression system shall be the solely at the Landlords expense and responsibility.
- 16.9 **Fire Suppression:** If a fire suppression system is provided, 220 degree heads shall be installed at Data/Com Communications Rooms.
- 16.10 Landlord to provide connectivity to this system for Tenant's alarm system(s).
- 16.11 **Fire Extinguishers:** To be provided, maintained and inspected by Landlord as required by inspection and reporting requirements set forth in Lease Agreement. Recessed or semi recessed cabinets required. Landlord shall provide amount required by the Concord fire Marshal.

17 FIRE ALARM SYSTEM:

- 17.7 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.
- 17.8 The costs of any changes, modifications or additional to the existing fire alarm system shall be solely at the Landlords expense and responsibility.
- 17.9 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.
- 17.10 Fire alarm horn and strobe: Furnish and install fire alarm horn and strobe light, interconnected to existing fire alarm system, in Tenant's DFA Lobby Area.
- 17.11 Fire Alarm Strobe Light: Furnish and install fire alarm strobe light, interconnected to existing fire alarm system, in Public Restroom.
- 17.12 Access Control Card Reader (previously installed): Furnish and install electrical power as required to activate access-control card reader, previously installed at top of Stair 2 for Staff Entrance to DCYF unit; interconnect to existing access-control system as required.
- 18.1 **HVAC and VENTILATION:** Adjust mechanical ceiling diffusers, ductwork, dampers, etc., to extent required to furnish proper air flow for heating and cooling in all areas according to occupancy load cfm requirements, particularly those areas specifically indicated on the Drawings; Test, adjust, balance, etc., all equipment to accommodate these requirements; Constant velocity, ducted return HVAC systems are required. Ducted returns are preferred over plenum returns.
- 18.2 Pre-Occupancy "Clean Indoor Air" test: After completion of all renovations but prior to tenant occupancy, Landlord to perform air quality testing conducted by certified industrial hygienist. No later than ten (10) days after Landlords' receipt of testing results they shall provide the Tenant with a complete unabridged copy of the results, and in the instance of any problems (non-conformance) or issues being revealed by such results, the Landlord shall provide remedy at their own/sole expense. The testing criteria for "clean indoor air" shall be as follows:
- 18.2.1 Ventilation: ventilation requirement shall be a minimum of 20 cubic feet per minute (cfm) of fresh air per person occupying the space.
- 18.2.2 Noise Testing: levels shall be taken with air handling systems in operation, and noise levels shall not exceed those listed in the following table:

Table: Noise Levels

Frequency (Hz)	Noise Level (dBA)
63	67
125	60

Landlord Initials:
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250	54
500	49
1000	46
2000	44
4000	43
8000	42

18.2.3 Radon Testing: If a passive radon-monitoring device is used, duplicate samples shall be collected for every 2,000 square feet of office space. Radon testing devices shall be approved by the National Radon Safety Board (NRSB) or the National Environmental Health Association (NEHA) and analyzed by a laboratory accredited by the NRSB or certified by the NEHA. Radon shall be measured in accordance with the NRSB or NEHA radon measurement protocol. The maximum allowable concentration of radon shall be 4.0 picocuries of radon per liter of air.

18.2.4 Asbestos Testing: testing required unless the owner/landlord can document that either;

The building or space has been certified as asbestos-free by the building contractor, or;

The building or space has been inspected by an accredited asbestos inspector and determined to be asbestos-free.

The maximum allowable concentration of asbestos shall be 0.1 fibers per cubic centimeter of air as determined by phase contrast optical microscopy, performed as described in "Asbestos and Other Fibers by PCM: Method 7400, Issue 2", NIOSH manual of Analytical Methods (NMAM) Fourth Edition, 8/15/94

18.2.5 Carbon Dioxide Testing: Shall be conducted with the heating, ventilation and air conditioning systems operating. The maximum allowable concentration shall be 800 parts of carbon dioxide per million parts of air in unoccupied office spaces, or, 1,000 parts of carbon dioxide per million parts of air in occupied office spaces

18.2.6 Carbon Monoxide Testing: shall be conducted with the heating, ventilation and air conditioning system on. The maximum allowable concentration shall be 5 parts of carbon monoxide per million parts of air.

18.2.7 Formaldehyde: the maximum allowable concentration of formaldehyde shall be 0.1 parts of formaldehyde per million parts of air.

18.2.8 Ventilation: ventilation requirement shall be a minimum of 20 cubic feet per minute (cfm) of fresh air per person occupying the space.

18.2.9 Modified Tests and indoor air standards: A previously certified space shall demonstrate compliance with clean air standards for 3f Asbestos, 3g Carbon Dioxide, and 3h Carbon Monoxide testing only.

18.3 HVAC System - Balancing Report: Landlord shall warrant to the Tenant that the complete HVAC system(s) and all appurtenances do and will adequately and uniformly service the entire lease space and are in full compliance with current industry standards. Prior to the Tenant's occupancy, the Landlord shall provide the Tenant with said report, which shall be deemed a part of the lease/contract document.

18.4 HVAC Systems - Thermal Comfort: HVAC systems shall be designed to provide the minimum standards as set forth by ASHRAE 55-1992 - *Thermal Comfort Considerations*.

19 SPECIALTY AREAS:

Landlord Initials: AP
Date: 7-22-20

- 19.1 **OPEN OFFICE AREA:** Systems Furniture provided by Tenant:
- 19.1.1 **Space Requirements:** Provide open office areas as shown on attached plan to accommodate Tenant's modular furniture panel systems workstations, each measuring approximately 6'-0" X 8'-0" (interior). Design shall also provide for common file areas and shared electrical equipment space (referred to herein as Hot Boxes) at the end run of appropriate system furniture installations. Modular furniture panels, work surfaces, power and data management poles shall be provided by the manufacture to the tenant. Furniture installation vendor shall install all furniture poles. Two (2) additional Construction power poles will be required for this install. The base whips and/or poles shall be provided by tenant and the landlord shall install them in construction. Tenant shall provide dimensions. Landlord to provide building j-boxes and final hard wiring from the furniture manufacture pole and the above ceiling j-box. Ceiling to be custom around poles. Poles to be accessible to electrician.
- 19.1.1.1 **"Hot Boxes":** for the purpose of this document a "Hot Box" is a counter or work area designated for shared equipment requiring electrical and data connectivity. Provide for "Hot Box" common file and equipment space (such as shared printers and copiers) at the end run of certain system furniture workstations. Size of the area shall be approximately 2'-6" deep with the width being equal to the adjoining workstations. These "Hot box" areas are incorporated into the modular furniture panel system's space, care must be taken however to adequately provide electrical circuitry and connectivity to address the additional demands of these shared requirement areas.
- 19.1.1.2 **Electrical Requirements:** Landlord shall be required to include provisions for and connection of all electrical circuitry and junction boxes (ceiling and/or wall mounted) required for proper utilization of the furniture panel's electrified raceway. Typical systems furniture electrical harness configuration is three circuits consisting of 3 – hot; 3 – neutrals and 2 – grounds. Weather-tight or similar protection shall be required between junction box and connection to power pole (Pole Feed - PF) or systems raceway "whips" (Base Feed – BF). System furniture standard connectivity power whip does not exceed 6'. Provide base feed (BF) on systems furniture except as noted on plan. As an estimate of required circuitry, provide one circuit per three workstations.
- 19.1.1.3 **Telephone & Data Requirements:** Tenants phone system is VoIP and shall require Cat 6 CABLE; Landlord shall be required to include installation of Cat 6 telephone and data station cabling throughout the space, including provisions for routing of all data/telecommunications from the data room to each office and workstations as identified by the Tenant. Provide open wire cable trays in primary areas supplemented by "J" hooks as needed for routing of telecommunications in all open office areas. Telecommunications cabling shall be "home runs" (with no breaks) from each jack to the data room.
- 19.1.1.4 **Provision of Furniture Panel connectivity:** Landlord to be responsible for the hard-wire hook-up of power and data/telecommunications to all Tenant workstations to either the ceiling or wall mounted electrical junction boxes; installation responsibility shall also include the securing and anchoring of all communications and electrical poles.
- 19.2 **EXTERIOR ENTRANCES:** All exterior entrances shall be designed as to provide an interior vestibule (air lock) unless otherwise drawn. Said vestibule (air lock) shall be environmentally conditioned as to provide appropriate thermal comfort and shall be designed as to have negative pressure. In addition, all vestibules (air locks) shall be designed and constructed barrier free.
- 19.2.1 **Door Assembly: Aluminum and glass storefront.**
- 19.2.2 See also Doors and Hardware, requirement for automated push plate access at Public Entry Door. Store Front Door

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Date: 7-22-20

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

19.2.4 See also FINISHES – LVT.

19.3 Training Rooms and Conference Rooms:

19.3.1.1 Conference room, a duplex, and data jack above the ceiling for future Wireless access point.

19.4 **PUBLIC RESTROOMS:** To be located at the existing location, as shown in the Tenant's plan, shall meet all ADA2010 and IBC regulations on size, type and equipment placement; to include the following:

19.4.1 **Door Assembly:** Solid core wood door and hollow metal frame with push plate/pull bar or privacy hardware (as deemed appropriate by floor plan) and hydraulic overhead door closer device.

19.4.2 **Design, configuration and fixture counts:** 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, all grab bars, mirrors, partitions and privacy screens. Exposed plumbing pipes below the sink shall be insulated or otherwise shielded. Provide smooth, hard, nonabsorbent wall surface materials, i.e., ceramic tile, fiberglass-reinforced plastic, etc., minimum 60 inches high, on all walls within 24 inches of all toilets and urinals.

19.4.3 **Dispensers and receptacles:** To be supplied and installed by Landlord. Including but not limited to: toilet paper, toilet seat protectors, paper towel dispensers, coin-operated feminine hygiene products dispensers, feminine products waste receptacles, and recessed or semi recessed trash receptacles – see "standards and specialties" for trash receptacle specifications.

19.4.4 **Paper Towel Dispensers:** Shall be operable with the closed fist of one hand; Provide a minimum of one unit, or one unit per every two sink fixtures. The "Tork" hand sensor roll towel dispenser and Georgia Pacific "enMotion" automated touchless towel dispenser or equal.

19.4.5 **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.

19.5 **JANITORIAL ROOM:** Is existing in the common space and shall remain.

19.6 **PRIVATE OFFICES:** Layout to be as shown on Tenant's plan, to include the following:

19.6.1 **Electrical and tele/com:** Provide one (1) quad outlet and one (1) common circuit with three (3) duplex outlets per office (one on each wall). Provide one data jack location, each with (2) cat 6 drops for (2) RJ45 in the data jack.


19.6.2 Door Assembly: (See section 7)

19.7 **KITCHEN:** Layout to be as shown on Tenants plan, include the following:

Millwork: Counter tops – Wilsonart solid surface # 9223SS, Angel Falls

19.7.1 Millwork surfaces – Wilsonart Premium Laminate #8214K-26, Phantom Charcoal, Gloss Line Finish Door Assembly: (See section 7)

19.7.2 Appliances: Tenant shall supply all appliances; Landlord shall provide all electrical service outlets required.

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- 19.7.3 Specialties: Paper goods dispenser and soap dispensers to be supplied by the Landlord. Including but not limited to: paper towel dispenser, which are operable with one hand and a wall mounted liquid hand soap dispenser.
- 19.7.4 Ventilation: Design criterion for establishing the exhaust fan size (in CFM): the greater of - total cubic feet of room divided by 4 or 4 air exchanges per hour. The intake register shall be ceiling mounted and be ducted to the exterior of the building. Continuous operation or operation via lighting switching for this room shall (automatically) operate the fan.

19.8 **CONFERENCE ROOMS:** Layout to be as shown on Tenant plan. Include the following:

19.8.1 New walls to match existing walls.

Door Assembly: Existing door to remain.

19.9 **STORAGE ROOM:** Supply and Storage Room(s) Layouts to be as shown on Tenant plan, include the following:

19.9.1 Shelving: Shall be provide by Tenant.

20 **PARKING AND SITE:** Landlord to provide a minimum of Fifteen (15) parking spaces for the Tenant's use, if these spaces are shared in common with others sufficient number of overage spaces must be available to assure continued availability of these spaces. Tenant shall have access to the visitor parking spaces for their visitors. Provision of all parking must be without additional charge to the tenant, included in the annual rent. All parking spaces shall be asphalt or concrete -paved, clearly marked with painted lines, and shall also meet or exceed the required numbers as required by the local building code. Minimal parking to be on the west entrance; to be used for clients of division of Personnel employment uses; shared in common with other tenants.

20.1 Full compliance of all codes and ordinances, particularly with those providing Barrier-Free Design will be the responsibility of the Landlord, including but not limited to conforming provision of: parking spaces, access aisles, curb cuts, entrances, lighting, signage and ramping. Conformance with the following is required by said codes and ordinances, which are partially re-iterated in the following for the convenience and reference of the Landlord.

20.1.1 Exterior Parking Signs: The Landlord shall provide proper designation signage at each "Accessible" parking space and access aisle. Each sign shall be supplied and installed on a metal post, mounted with the bottom edge of the sign at 60" above the ground. Each sign shall be bright blue, and bear the universal symbol of accessibility. Van Accessible spaces shall bear the additional designation of "Van Accessible". Each "access aisle" shall be clearly reserved with signs reading "no parking zone" and the asphalt paving within these aisles shall be painted with yellow diagonal lines.

20.1.2 One in every six accessible parking spaces shall be configured for and designated as "Van Accessible" space. A minimum of one van accessible space shall be provided in all cases.

21 **ADDITIONAL ACCESSIBILITY CONDITIONS:**

20.1 The following work shall be performed to correct accessibility deficiencies as part of this Lease Agreement.

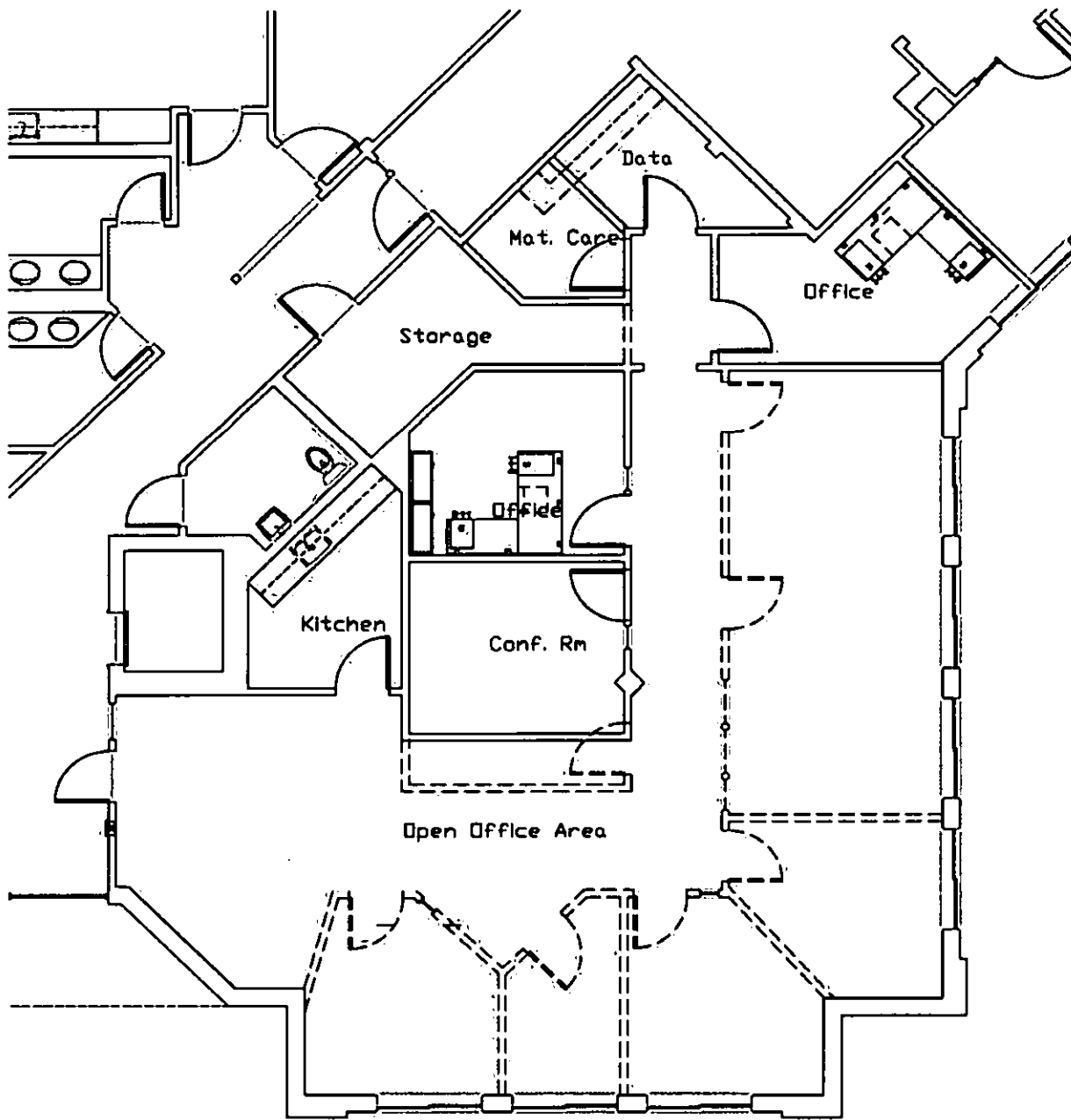
- a) All accessible Routes shall meet ADA 2010 standards
- b) All doors and hardware meet ADA 2010
- c) Main Entrance doors to the building to have automatic door openers to meet NH State law.
- d) All signage required for ADA shall be provided and installed to codes

Landlord Initials: 

Date: 7-22-20

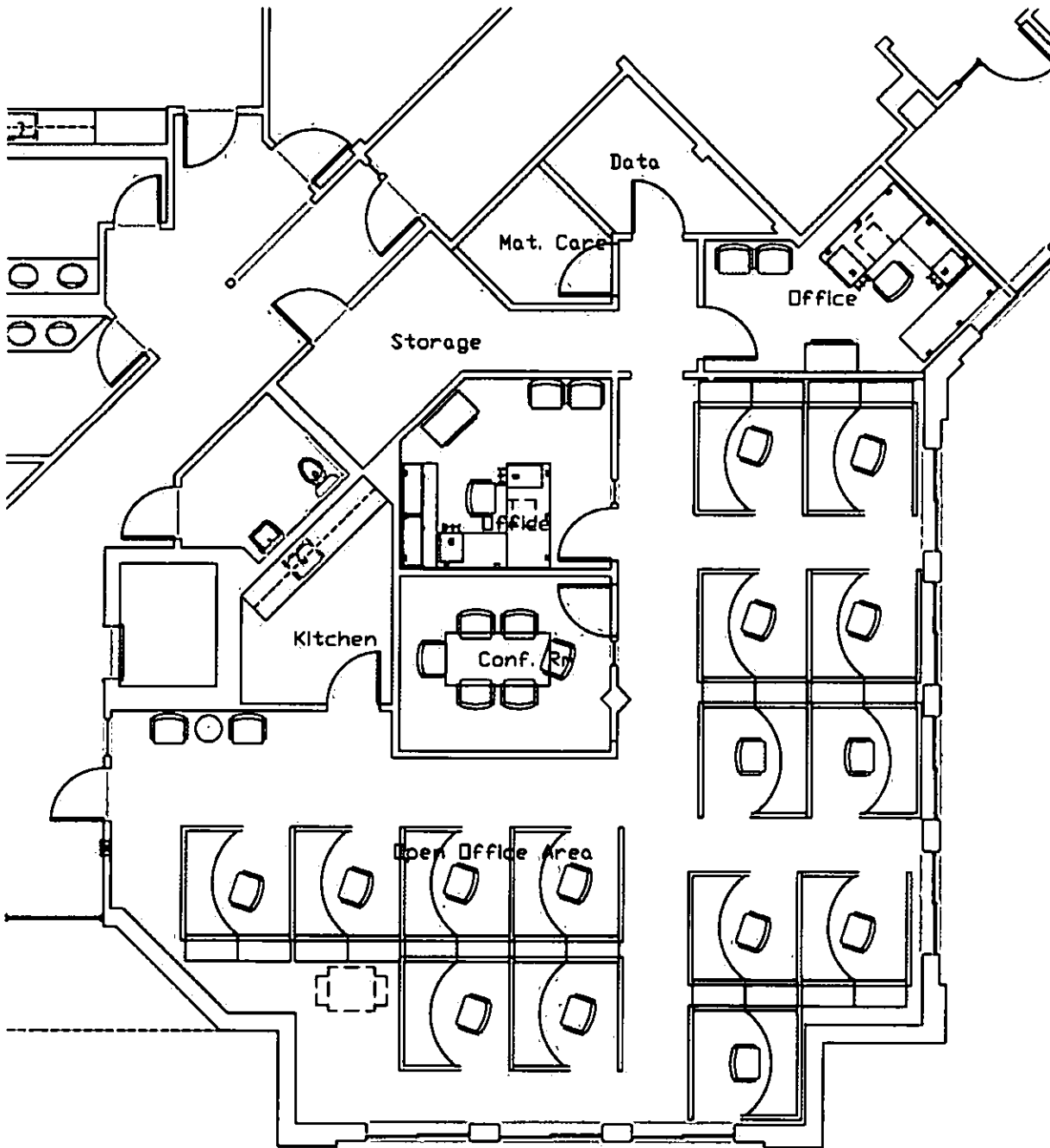
- e) No protrusions over 4" shall be in any corridor.
- f) Adequate accessible parking spaces required to meet IBC 2015.
- g) All millwork shall meet ADA 2010 standards for accessibility.

Floor Plans:



PROPOSED CONSTRUCTION FOR OFFICE SPACE
NTS

Landlord Initials: LM
Date: 7-8-20



PROPOSED FURNITURE LAYOUT FOR OFFICE SPACE
NTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/21/2020

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Sylvia Allard PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: sallard@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Tri-State Ins Co of Minnesota	
		INSURER B: Acadia Ins Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19-20 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ADV5379218	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADV5379218	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUA5379536-11	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Lottery Commission
14 Integra Drive

Concord

NH 03301

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

AUTHORIZED REPRESENTATIVE

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Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER J. Christopher Williams
EXECUTIVE DIRECTOR Charles R. McIntyre

June 19, 2020

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

RE: Request for Waiver from GCD Opinion Letter

Dear Commissioner Arlinghaus:

The New Hampshire Lottery Commission is seeking a lease for office space at 53 Regional Drive in Concord, New Hampshire. The proposed lease is for approximately 2,300 square feet of space and is anticipated to accommodate 15-17 staff members. This space is necessitated by the legislature's expansion of the Lottery Commission's responsibilities, including the recent addition of sports betting which included the need to hire additional staff. These additional programs are set to be fully operational in August of 2020. The Lottery's headquarters is no longer able to house the staff required for these additional programs.

Due to the COVID-19 pandemic currently halting many business procedures and process, the New Hampshire Lottery Commission is requesting a waiver of the provision of the *Letter of Opinion* required from the Governor Commission on Disability ("GCD"). This *Letter of Opinion* is necessary prior to submittal to Governor and Executive Council. The Lottery Commission is requesting a waiver in order to get a new lease immediately and meet the increased staffing needs of the agency. We understand that should this waiver be approved, the GCD will be provided a copy. In addition, the GCD retains the right to follow up with a site visit with a 24 hour notice (once buildings are open to the public). We would note that this building currently houses the Banking Department and has previously housed the Department of Transportation, Division of Turnpikes. As such, the premises have recently been reviewed and approved by the GCD.



Live Free or Die

New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301
TEL 603.271.3391 FAX 603.271.1160 TDD 1.800.735.2964 www.nhlottery.com

The approval of the waiver will allow the New Hampshire Lottery Commission to move forward with the lease in an expedited manner. Your approval of the waiver is respectfully requested.

Respectfully,



John J. Conforti
Chief Compliance Officer



Approval Signature Charles M. Arlinghaus

6-23-2020

Date



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State of New Hampshire

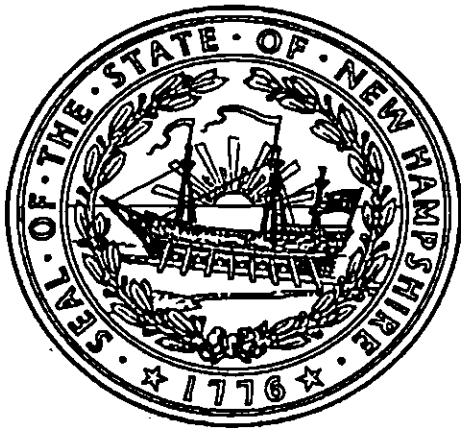
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIVEKPH LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 30, 2018. 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: 798218

Certificate Number: 0004962515



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of July A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Thomas H. Balon Jr. do hereby certify that I am the Managing Agent of the company known as FiveKph LLC.

I hereby further certify and acknowledge that the State of New Hampshire and New Hampshire Lottery Commission will rely on this certification as evidence that I have full authority to bind FiveKph LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: 

Date: 7-22-20

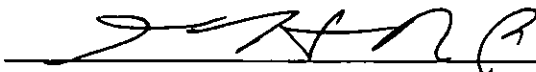
NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE

OF: New Hampshire COUNTY OF: Merrimack

UPON THIS DATE (insert full date) July 22, 2020

appeared before me (print full name of notary) Donna F. Baron the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature)  who acknowledged himself to be

Managing Agent of FiveKph LLC, and that as such Managing Agent, authorized to

do so, executed the foregoing instrument for the purposes therein contained, by signing

himself as Managing Agent.

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

Seal) _____

DONNA F BARON

★ NOTARY PUBLIC - NEW HAMPSHIRE ★
My Commission Expires January 25, 2025

FIVEKPH, LLC
15 Merrill St.
Manchester NH 03103

July 21, 2020

New Hampshire Lottery Commission
14 Integra Drive
Concord, NH 03301

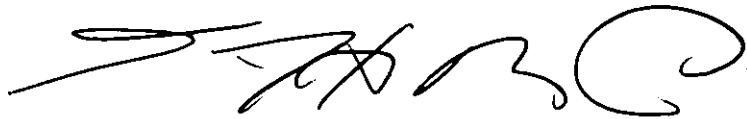
RE: FIVEKPH, LLC – Workers Compensation Insurance

Dear Gail Rucker,

I am writing to let you know that the property located at 53 Regional Dr., is managed by Onekph, LLC. This entity does not have employees and therefore does not have a workers compensation policy.

Please contact me should you have any additional questions regarding the matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'THALON', with a large, stylized circular flourish at the end.

Thomas Balon, Jr.
Owner/Manager
OneKPH LLC



Over \$2 Billion and Counting for our Schools

603.271.3391

GOVERNOR Christopher T. Sununu
CHAIRMAN Debra M. Douglas
COMMISSIONER Paul J. Holloway
COMMISSIONER J. Christopher Williams
EXECUTIVE DIRECTOR Charles R. McIntyre

December 23, 2019

Charles Arlinghaus
Commissioner
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

RE: New Hampshire Lottery Commission Request for Waiver Pursuant to Adm
610.24

Dear Commissioner Arlinghaus:

This letter is to request a waiver of the Department of Administrative Services rules relating to leasing of office space pursuant to New Hampshire Rules of Admin Procedure 610.24. A waiver of these rules is permitted when a deadline requires that space be leased prior to the time periods established in the rules, and the waiver is required by circumstances beyond the agency's control. For the reasons set forth below, the Lottery Commission meets these requirements.

On July 12, 2019, Governor Sununu signed HB480 into law legalizing sports betting under the direction and supervision of the Lottery Commission. This bill created 10 new positions within the Lottery to support this new form of legal gaming. The current office space at 14 Integra Drive is at capacity and cannot support the addition of ten more employees. As such, HB480 included funding to lease additional office space to support the expanded responsibilities of the Lottery Commission.

Sports betting will be operated by contracted agents of the Lottery Commission. After an RFP process, the Lottery Commission has selected two agents and the contract for their services was approved by Governor & Executive Council on November 25, 2019. We anticipate attempting to launch the sports betting product in the first quarter of calendar year 2020 and therefore will need to hire personnel to support this effort in January. While we are planning to house personnel at our existing location on a temporary basis, additional office space will be



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necessary in the next three to six months as the sports betting product and compliance teams are fully built out.

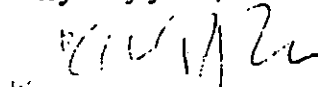
Upon being informed that HB480 was going to be signed into law, this office met with Director of Plant and Property Management, Karen Rantamaki, to discuss our expanded office space needs and the procedures for moving forward. Director Rantamaki informed us that the office leasing procedures required by administrative rules typically takes about one year to complete, well beyond the timeframe required by the Lottery Commission to hire personnel and implement HB480. While the sports betting bill was passed into law in July, the Lottery Commission did not wish to act until Governor & Council approved contracts to proceed with this activity. Accordingly, we are requesting a waiver from following the provisions of Adm 610 relating to Agency Leases.

We request that this waiver be granted where, the Lottery Commission has legal authority to lease space, the need to expedite the lease process is based on the passage of a bill which occurred in July and Governor & Council approval which was granted in late November, and where the Lottery Commission has been requested to start support of this new product as soon as possible.

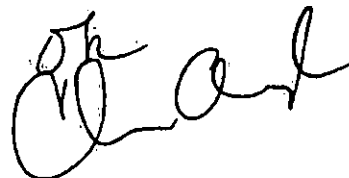
While the Lottery Commission is seeking a waiver of the rules, we are mindful of the benefits of a competitive procurement process. It is our intent to work with DAS on a process that is both expedited and competitive. We further anticipate utilizing the State of New Hampshire standard form lease agreement.

Based on the foregoing, we respectfully request that you provide a waiver pursuant to NH Administrative Rule Adm 610.24. Please feel free to contact me if you have any questions in this regard.

Very truly yours,



Charles McIntyre
Executive Director



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State of New Hampshire
VENDOR APPLICATION

Rev 12/18/18

VENDOR # 299714
(Assigned by Purchase & Property)

BUSINESS NAME/ADDRESS LOCATION

Legal Business Name: FiveKph LLC
Doing Business As Name: FiveKph LLC
Payment Address: 15 Merrill Street
City/Town: Manchester STATE: NH ZIP: 03103
Business Address: 15 Merrill Street
City/Town: Manchester STATE: NH ZIP: 03103
Telephone #: 603-668-3285 Cell Phone #: 617-901.7993 FAX #: 603-668-3285
Website: NA E-Mail (Main Office): tbalon@onekph.com

Electronic Payment Option: Please contact Treasury at treasury@treasury.state.nh.us or visit their website at www.nh.gov/treasury for further information on this option.

TYPE OF BUSINESS

(Note: Registration with the NH Secretary of State MUST be done prior to the awarding of any contracts) www.nh.gov/sos/corporate (603) 271-3244

Registered with NH Secretary of State? Yes State Incorporated In: NH

Service Provider ☐ Product/Merchandise Provider ☐ Other Provider ☐

List the principal type of service, product or other that is provided: Landlord 53 Regional Drive Concord NH 03301

Minority Institutions	<input type="checkbox"/>	Minority Owned Large Business	<input type="checkbox"/>	Minority Owned Small Business	<input type="checkbox"/>
Disabled Veteran Business	<input type="checkbox"/>	Svs Disabled Veteran Owned	<input type="checkbox"/>	Veteran Owned Small Business	<input type="checkbox"/>
Physically Challenged Bus	<input type="checkbox"/>	SBA Cert Fin Disadvantaged Bus	<input type="checkbox"/>	SBA Cert Hist Underutilized Bus	<input type="checkbox"/>
Historically Black Colleges	<input type="checkbox"/>	Women Owned Sm Bus	<input type="checkbox"/>	Women Owned Large Businesses	<input type="checkbox"/>
Small Business	<input type="checkbox"/>	SBA Cert Sm Disadvantaged Bus	<input type="checkbox"/>		

SIGNATURE BLOCK

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): Thomas H. Balon Jr., Manager FiveKph LLC

Signature: Thomas H. Balon Jr. Date: 12-18-18

RETURN ADDRESS

(Phone) 603-271-2201
(Fax) 603-271-2700

DIVISION OF PROCUREMENT & SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX, ROOM 102
25 CAPITOL STREET