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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 6, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Plant and Property to enter into a **sole source** lease amendment with 2Granite Place, LLC (Vendor # 431383), Concord, New Hampshire for office space located at 1 Granite Place South in Concord, New Hampshire effective upon Governor and Council approval with no change to the completion date of June 30, 2042 and no change in the total funding amount. **100% General Funds.**

The original contract was approved by Governor and Council on November 22, 2022, item #177.

EXPLANATION

The Governor and Executive Council approved a twenty-year lease with 2Granite Place, LLC for approximately 106,000 square feet of office space located at 1 Granite Place South, Concord, NH. The original lease provided a budget of \$7,608,000 to fit up space to house state agencies. The language of the original lease only mentions the Department of Justice. This lease amendment does not change the price limitation but does clarify that some fit up costs attributable to space to be occupied by other agencies, including the Department of Agriculture and the Judicial Council, is permissible. The non-Justice fit up will cost less than \$800,000 of the \$7.6 million.

The State is planning to begin renovations at the State House Annex in the spring of 2024. In order to facilitate the renovation work at the State House Annex, DAS needs to start renovation work immediately on the second and remaining areas of the first floor at 1 Granite Place South. DAS plans to use the same contractors and engineering firm provided by 2Granite Place, LLC, that is finishing the renovations for the Department of Justice office space. This lease amendment is **sole source** because the original lease was sole source.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Lease Amendment
1 Granite Place, South Building

This AMENDMENT TO THE LEASE (“Amendment”) is entered into this 13th day of December, 2023, by and between the State of New Hampshire, acting by and through the Commissioner, Department of Administrative Services (hereinafter “Tenant”) and 2 GRANITE PLACE, LLC (hereinafter “Landlord”) (the Tenant and Landlord may hereinafter singularly and/or collectively be referred to as “Party” or “Parties”).

WHEREAS, the Parties entered into a Lease approved by the New Hampshire Governor and Executive Council on November 22, 2022, Item # 177 (“Lease”).

WHEREAS, pursuant to the Lease, Landlord is to complete certain work to portions of the building, as more particularly described in Exhibit C of the Lease.

WHEREAS, the Parties desire to expand the scope of “Landlord’s Work” described in Section 1.11 of the Lease.

NOW THEREFORE, the Parties mutually agree to amend the Lease, as follows:

1. Delete Section 1.11 and substitute therefore the following:

1.11 Landlord’s Work: The Landlord’s Work shall consist of two (2) phases. “Phase I” shall be the work to be performed by Landlord as described in the Work Letter attached to the Lease as Exhibit C. “Phase II” shall be the work to be performed by Landlord as described in the proposed scope of Phase 2 work dated December 12, 2023 attached hereto as Exhibit I and the Phase 2 Concept Plans attached hereto as Exhibit J.

2. Amend Section 1.15 to include:

Exhibit I – Phase 2 Proposed Scope of Work and Budget dated December 12, 2023

Exhibit J – Phase 2 Concept Plans (2 pages)

3. Delete Section 4.4 and substitute therefore the following:

4.4 Landlord’s Work. In order to adapt and equip the Premises for Tenant’s use and occupancy Landlord shall complete Landlord’s Work. All Landlord’s Work shall be done by Landlord, at Tenant’s sole cost and expense subject to the limitations herein, in accordance with plans and specifications prepared by Landlord and approved by Tenant in accordance with this Section (which approval shall not be unreasonably withheld delayed or conditioned). The Landlord’s Work shall consist of two phases. Phase I shall be for the Department of Justice on the fourth, third and portions of the first floor as shown described in Exhibit C of the Lease. Phase II shall be for other State agencies on the second floor and remaining areas of the first floor as described in Exhibit I and as shown on Exhibit J. Both phases of the Landlord’s Work shall be subject to the terms herein. In no event shall the total cost of the Landlord’s Work exceed the Tenant Contribution limit stated in Section 4.4(e).

4. Delete in its entirety, Section 4.4(g), and substitute therefore the following:

g. Substantial Completion of Landlord's Work.

- (i) **Phase I.** For the purposes hereof, "Substantial Completion," "Substantially Completed" and words of similar effect shall mean completion of Landlord's Work in accordance with this Lease as a certificate of occupancy (temporary or permanent) being issued for the Building. Subject to Force Majeure and Tenant Delay, Substantial Completion for Phase I of the Landlord's Work shall occur within seven (7) months after the commencement of the Construction Period for Phase I of the Landlord's Work, failing which Base Rent shall be abated by 50% commencing on the expiration of said seven (7) month period and continuing until Substantial Completion of Phase I of the Landlord's Work. Upon Landlord's belief that Substantial Completion has occurred, Landlord shall deliver written notice to Tenant and within ten (10) days thereafter, Landlord and Tenant shall conduct a joint walk-through of the Premises and prepare a punch list setting forth any such uncompleted or unsatisfactory portions of Landlord's Work (the "Punch List".) The contract between Landlord and its contractor shall require the contractor to develop a punch list and submit said list to Landlord in connection with contractor's application for substantial completion. Landlord shall provide said list to Tenant prior to the joint walk-through. Failure to include incomplete or incorrect work on the Punch List shall not relieve Landlord of its obligation to said work. Landlord shall use reasonable efforts to complete the Punch List within sixty (60) days of finalizing the Punch List. Tenant shall not remit final payment for Landlord's Work until all Punch List items have been completed or corrected to the reasonable satisfaction of Tenant.
- (ii) **Phase II.** Substantial Completion for Phase II of the Landlord's Work shall occur within six (6) months after the date this amendment is approved by Governor and Executive Council, failing which Base Rent for the second floor and portions of the first floor shall be abated by 50% commencing on the expiration of said six (6) month period and continuing until Substantial Completion of Phase II of the Landlord's Work. Upon Landlord's belief that Substantial Completion for Phase II of the Landlord's Work has occurred; Landlord shall deliver written notice to Tenant and within ten (10) days thereafter, Landlord and Tenant shall conduct a joint walk-through of the Premises and prepare a punch list setting forth any such uncompleted or unsatisfactory portions of Landlord's Work (the "Punch List".) The contract between Landlord and its contractor shall require the contractor to develop a punch list and submit said list to Landlord in connection with contractor's application for substantial completion. Landlord shall provide said list to Tenant prior to the joint walk-through. Failure to include incomplete or incorrect work on the Punch List shall not relieve Landlord of its obligation to said work. Landlord shall use reasonable efforts to complete the Punch List within sixty (60) days of finalizing the Punch List. Tenant shall not remit final payment for Landlord's Work until all Punch List items have been completed or corrected to the reasonable satisfaction of Tenant.

5. Delete in its entirety, Section 4.7 and substitute therefore the following:

4.7 **Fit-Up Work, "Fit-Up Work,"** as used in this Lease, means both Landlord's Work and Tenant's Work for all floors of the Building. The parties agree that Tenant has the right to develop or renovate areas in the Building in any manner consistent with the permitted use set forth in Section 1.7. Such future work shall be subject to the terms of

this Lease and the approvals of Landlord which shall not unreasonably withheld delayed, or conditioned.

6. Add the following Section 4.9 to the Lease:

4.9 Phase II Improvements. Phase II shall consist of improvements to the Second Floor and remaining space on the first floor to accommodate other State agencies as tenants. The parties acknowledge the Phase II Concept Plans (Exhibit J) may be subject to future revision to improve the functionality and use of the space. However, the parties agree these concept plans substantially reflect the scope of improvements to be made by Landlord. Based on these Phase II Concept Plans, Landlord, through Capital Construction LLC, has provided Tenant with a scope of work and budget, dated December 12, 2023, which is attached hereto as Exhibit I. The parties agree that work described in Exhibit I and shown on Exhibit J generally reflect the work to be performed by Landlord for general state office space use. The quality and character of Landlord's Work shall meet the generally accepted needs of traditional office space.

7. Delete in its entirety, Section 8.4, and substitute therefore the following:

8.4 Landlord and Tenant Repair and Maintenance Obligations Prior to Substantial Completion Phase I Landlord's Work. During the period between the Effective Date and Substantial Completion of Phase I of the Landlord's Work, Landlord is solely responsible for performing the repair and maintenance obligations of both Landlord and Tenant as set forth in Section 7.2 (b), 8.1, and 8.3. Costs incurred by Landlord for performing Tenant's obligation pursuant to sections 7.2, (b) and 8.3 may be periodically invoiced by Landlord to Tenant for reimbursement as part of Operating Expenses. Upon Substantial Completion of Phase I of the Landlord's Work, Landlord shall only be obligated to perform the repair obligations as set forth in Section 8.1 and elsewhere in the Lease, and Tenant shall only be obligated to perform the repair obligations as set forth in Section 8.3 and elsewhere in this Lease. Nothing herein shall be construed to allow Landlord to charge Tenant as Operating Expenses under this section for any portion of Landlord's Work, including but not limited to costs associated with project closeout and preparing the Premises for occupancy.

8. Delete in its entirety, Section 13.2, and substitute therefore the following:

13.2. Removal of Alterations. All Alterations and Fit-Up Work in the Premises (whether installed or paid for by Landlord or Tenant), shall become the property of Landlord and shall remain upon and be surrendered with the Premises at the end of the Term; provided, however, Landlord, may, by written notice delivered to Tenant within thirty (30) days after Landlord's receipt of plans for any Alterations identify those Alterations which Landlord shall require Tenant to remove at the end of the Term. If Landlord requires Tenant to remove any such Alterations, Tenant shall at its sole cost, remove the identified items on or before the expiration of sooner termination of this Lease and repair any damage to the Premises caused by such removal to its original condition. In the event Tenant fails to perform such removal, Tenant shall pay to Landlord all of Landlord's reasonable cost of such removal and repair.

9. Delete in its entirety Exhibit H, Paragraph 13, and substitute therefore the following:

13. Completion Date. Landlord agrees that Substantial Completion for Phase I of the Landlord's Work shall occur within seven months after commencement of the

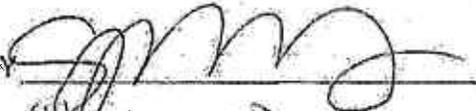
Construction Period. Landlord agrees that Substantial Completion for Phase II of the Landlord's Work shall be completed within six months after the date this Amendment is approved by Governor and Executive Council.

- 10. This Amendment shall be effective upon the date of approval by the New Hampshire Governor and Executive Council.
- 11. All other provisions of the Lease not modified or amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands the date first-written above.

2 GRANITE PLACE, LLC

STATE OF NEW HAMPSHIRE

BY: 
Stephen Duprey
(Print Name)

BY: 
Charles Arlinghaus
(Print Name)

Title: Managing Member

Title: Commissioner

Date: 12/13/2023

Date: 12/13/2023

The foregoing Amendment, having been reviewed by this office, is approved as to form and execution on December 13th, 2023.

OFFICE OF THE ATTORNEY GENERAL

By: Samuel Burgess
Assistant Attorney General

This is to certify that the Governor and Council on _____ approved the above-mentioned amendment.

Secretary of State Dated: _____ 2023

By: _____

Secretary of State

EXHIBIT I

Phase II Scope of Work and Budget

Dated December 12, 2023



December 12, 2023

Stephen Duprey
FoxFire Property Management, Inc.
PO Box 1438
Concord NH 03302-1438

Dear Steve,

Thank you very much for your interest in having Capital Construction LLC provide construction services for the Phase 2 renovations of One Granite Place, Concord, NH. I think you will find the professionalism, attention to detail and level of quality that you will receive from Capital to be what you are looking for. We look forward to being able to partner with you on this project.

Please find attached the proposed scope of work and budgets based on the plans forwarded from Leslie at NH-DAS.

Please let me know if you have any questions or would like any additional information. Thank you again for this opportunity and your continued interest in Capital Construction LLC.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dana Adams', with a long horizontal flourish extending to the right.

Dana Adams, P.E.
Owner

Encl.

One Granite Place Phase 2 - Proposed Scope of Work

One Granite Place, Concord, NH

December 12, 2023

DIVISION 1 – GENERAL CONDITIONS

PROJECT MANAGEMENT:

1. Capital Construction LLC (Capital) will assign a project manager who will be responsible for management and oversight of the project. This person will serve as FoxFire Property Management's (OWNER) primary contact. The project manager will work in close cooperation with OWNER throughout the design and construction process.
2. Project meetings between Capital and OWNER will take place a minimum of twice per month, or more often if required to keep all the parties properly informed as to the progress of the project.

DESIGN:

1. Project design documents will be provided by others.
2. Project plans will be reviewed by consultants for code compliance.
3. This proposal is based on the following documents by: NH - DAS.
 - A. A100 Demolition Plan – Level 1 11-29-23
 - B. A101 New Construction – Level 1 11-29-23
 - C. A200 Demolition Plan – Level 2 11-29-23
 - D. A201 New Construction – Level 2 11-29-23

PERMITTING:

1. All permitting of the renovation will be the responsibility of Capital.

TEMPORARY FACILITIES:

1. The following temporary construction-related facilities will be provided by Capital:
 - A. Temporary lighting.
 - B. Waste storage and removal; as required to maintain site in clean and orderly condition.
2. Project identification signage with the following information:
 - A. Capital's company name, logo and phone number.

INSURANCE:

1. General liability and worker's compensation policies will be provided by Capital.
2. A Builder's Risk policy will be provided during the construction by Capital.
3. All building components and systems described in this specification will be provided with a minimum 1-year warranty from the date of substantial completion.

PROJECT CLOSEOUT AND COMPLETION:

1. At the completion of the project, an Owner's Manual with the following information will be assembled onto a CD and presented to OWNER:
 - A. Operation and maintenance manuals for major building systems.
 - B. A copy of all available manufacturers' extended warranties.
 - C. Product designations and color selections for finish materials.
 - D. Electronic copies of construction documents.
2. All equipment will be placed into full operation upon completion of the project, including the testing and adjusting of all systems for proper operation.
3. Capital will clean the facility, as described below, prior to occupancy:
 - A. Remove temporary labels, stains and spots.
 - B. Remove waste materials, debris and rubbish from project site.
 - C. Clean interior glass surfaces.
 - D. Broom clean and mop hard surface flooring.
 - E. Vacuum carpet flooring.

4. A limited supply of finish materials such as flooring, ceiling tiles and paint materials will be delivered to OWNER for future repair and touch-up.

DIVISION 2 – SITE WORK

DEMOLITION:

1. Remove acoustical ceilings and lighting as necessary.
2. Remove flooring as necessary.
3. Remove existing doors and frames and save as required.
4. Remove existing walls and framing as necessary.
5. Provide make-safe electrical demolition at removed walls and office partitions.
6. Remove tombstone receptacles.
7. Remove data wiring no longer in service.
8. Remove one ceiling mounted monitor bracket.
9. Remove wall clocks and patch walls.

DIVISION 3 – CONCRETE

None specified.

DIVISION 4 – MASONRY

None specified.

DIVISION 5 – METALS

None specified.

DIVISION 6 – WOOD & PLASTIC

ROUGH CARPENTRY:

1. Install blocking at new walls for millwork and accessories.

MILLWORK:

1. Install millwork as follows:
 - A. Plastic laminate faced base cabinets at break areas.

SOLID SURFACE MATERIAL:

1. Install solid surface material countertops as follows:
 - A. Break area countertops with backsplash

DIVISION 7 – THERMAL & MOISTURE PROTECTION

ACOUSTICAL INSULATION:

1. Sound insulating fiberglass batts will be installed within all new interior stud walls.

ROOFING SYSTEMS:

1. Provide appropriate roof flashing at new penetrations for plumbing and mechanical systems.

CAULKING AND SEALANTS:

1. Install caulking at dissimilar materials.
2. Install fire caulking as necessary at penetrations.

DIVISION 8 – DOORS & WINDOWS

DOORS:

1. General Door Standards:

- A. Certain hardware may be specified with an "ANSI" classification (American National Standards Institute). ANSI defines grade 1 as appropriate for heavy duty commercial applications, grade 2 as appropriate for medium duty commercial applications, and grade 3 as appropriate for residential and/or light duty commercial applications.
- B. **Fire ratings:** Fire rated doors will be provided in accordance with all applicable codes.
- C. **Master keying:** All key operated locking doors will be provided with a master keying system capable of permitting multiple security levels. Keying hierarchy to be developed in cooperation with the owner.
- D. **Hardware finish:** Polished chrome, or brushed chrome finish to be selected by OWNER.
- E. **Hardware design:** ADA approved lever handles.
- F. **Hinges:** All doors will be provided with commercial duty hinges. Finish shall match the remaining hardware. Exterior doors and security doors shall have hinge pins that cannot be removed while the door is in the closed position.
- G. **Automatic closing devices:** Commercial duty parallel arm hydraulic door closers will be installed on all doors that should normally remain in a closed position.
- H. **Doorstops:** Floor or wall mounted door stops matching the finish hardware will be provided at all doors without automatic closers.

2. Interior wood passage doors:

- A. **Door style:** 1 3/4" thick, solid core, smooth face, prefinished veneer door.
- B. **Finish:** Clear finish
- C. **Frame:** Knock down steel construction.
- D. **Hardware:**
 - i. Cylindrical locksets, passage sets or push/pull as appropriate for the intended application.
 - ii. ANSI grade 1 or 2 depending on application.
- E. **Finish:** Enamel paint on frame to match the building color scheme.

DIVISION 9 – FINISHES

GYPSUM BOARD AND LIGHT GAUGE FRAMING:

1. Interior stud walls will be framed with light gauge galvanized steel studs as follows:
 - A. **Stud gauge and thickness:** As required to support all applicable loads which are part of the construction.
 - B. **Wall heights:** All partition walls will extend to deck above where called for.
2. Gypsum wallboard will be installed as follows:
 - A. **Thickness:** Generally wallboard will be minimum 5/8" thick. Certain specialty situations may utilize lesser thicknesses.
 - B. **Finish:** All wallboard will be taped prepared for the finish materials.
 - C. **Gypsum board finish at painted areas:** Where paint is specified to be installed over finished gypsum panels the following finish standards shall apply:
 - i. **Finish Level:** Level 4, as specified by the Gypsum Association of America. Level 4 is the highest finish level for taped drywall joints.
 - ii. **Limitations:** Taped drywall joints are subject to the following limitations, as outlined by the Gypsum Association of America.
 - In certain lighting conditions, particularly strong side lighting, drywall joints and fastener coatings may be visible. This is due to the fact that the joint compound will have a slightly different texture and surface elevation than the gypsum panels. Low

gloss paints, furnishings, and wall decoration will all help to minimize and/or eliminate seam visibility.

- Gloss and semi-gloss paints are not recommended for taped drywall finishes.
- Drywall finishing is always subject to some degree of imperfection.

D. **Fire Ratings:** Fire rated gypsum assemblies will be installed in accordance with applicable codes.

FLOOR FINISH MATERIALS:

1. The following outlines the floor finish material standards:
 - A. **Carpet:** Install carpet tile as necessary.
 - B. **Luxury Vinyl Tile:** Install luxury vinyl tile at lobbies and break areas.
 - C. **Vinyl Base:** Install vinyl base at new flooring.
 - D. **Floor Preparation:** An allowance of \$6,000 has been carried for floor preparation.

WALL FINISH MATERIAL STANDARDS:

1. The following outlines the wall finish material standards:
 - A. **Painted Drywall:**
 - i. **Installation:** Minimum 2 coats of eggshell finish paint over 1 coat primer.
 - ii. **Location:** Throughout as required.

CEILING FINISHES:

1. Reconfigure acoustic ceilings as necessary to accommodate floor plan changes.
2. The following outlines the ceiling finish material standards for new products:
 - A. **2' x 2' Revealed Edge Acoustical Tile:**
 - i. **Grid:** 15/16" white prefinished steel suspended grid.

DIVISION 10 – SPECIALTIES

ARCHITECTURAL SPECIALTIES:

1. **Fire Extinguishers:**
 - A. **Location and Quantities:** As required by applicable codes.
 - B. **Type:** As required by applicable codes.
 - C. **Installation Style:** Extinguishers installed in semi-recessed cabinets in finished areas.

SIGNAGE:

1. Install custom plastic ADA compliant door signage at new openings and existing common area doors to coordinate with building color scheme.
 - A. An allowance of \$2,125 has been carried for this work (25 openings @ \$85 each).

DIVISION 11 – EQUIPMENT

None specified.

DIVISION 12 – FURNISHINGS

None specified.

DIVISION 13 – SPECIAL CONSTRUCTION

None specified.

DIVISION 14 – CONVEYING

None specified.

DIVISION 15 – MECHANICAL SYSTEMS

PLUMBING PIPING:

1. **Water:**
 - A. **Piping Material:** Copper
 - B. Hot and cold domestic water piping will be installed as required to all plumbing fixtures provided as part of this specification
2. **Sewer/Waste Drainage:**
 - A. **Drain Material:** PVC or Cast Iron
 - B. **Vent Material:** PVC or Cast Iron
 - C. Sanitary waste and vent piping will be installed as required to all plumbing fixtures, including appropriate cleanouts.

PLUMBING FIXTURES:

1. **Kitchen Sinks:**
 - A. **Type:** Single bowl stainless steel
 - B. **Mounting:** Under mount
2. **Kitchen Faucets:**
 - A. **Type:** Single lever swivel spout
 - B. **Finish:** Polished chrome

FIRE SUPPRESSION SYSTEMS:

1. The fire suppression sprinkler system will be modified to coordinate with new floor plans and in accordance with all applicable codes.

HVAC SYSTEMS:

1. Provide modifications and upgrades to existing HVAC system to accommodate floor plan changes.
- 2.

DIVISION 16 – ELECTRICAL SYSTEMS

POWER DISTRIBUTION:

1. Existing electrical panels will be utilized for new modifications.
2. Receptacles in office areas will be installed as appropriate.
3. Receptacles in general purpose areas without continually operating appliances will be provided with convenience receptacles appropriately located to facilitate cleaning equipment.
4. Receptacles for equipment such as appliances and printers will be installed as required.

LIGHTING:

1. Reconfigure lighting to accommodate floor plan changes.

EMERGENCY AND EXIT LIGHTING:

1. Emergency egress lighting and lighted exit signs will be provided as required by code.
2. Update building controls to include new reheat coils and floor plan modifications.
3. Test and balance HVAC system.

FIRE ALARMS:

1. The existing fire alarm system will be modified as required by code to accommodate the renovations.
2. Fire alarm devices such as horn/strobe units, pull stations and smoke detectors will be installed as required by code.

DATA WIRING:

1. Install Category 6 wiring to all renovated areas as required.
2. Install Category 6 patch panels into existing racks at existing data closet.
3. Terminate and test new wiring.

ACCESS CONTROL SYSTEMS:

1. Install new card access system components which will interface with all other State of New Hampshire Agencies.
2. Install card readers, wiring, terminations, and equipment.
3. Provide 75 access cards.

EXCLUSIONS

EXCLUSIONS:

1. Hazardous material testing and removal other than listed above.
2. Municipal Permits and Fees other than as listed above.
3. Special Inspection Fees.
4. Winter Conditions.
5. Demolition other than as listed.
6. Removal of existing office partitions.
7. Structural improvements or repairs.
8. Roof repairs or patching other than as listed above.
9. Rigging or relocating existing equipment/furniture.
10. Shelving or racks.
11. Furnishings or fixtures.
12. Kitchen equipment or appliances.
13. Window Treatments.
14. Adding plumbing facilities or repairs other than as listed above.
15. Upgrading the existing fire protection sprinkler service.
16. In-rack sprinkler systems.
17. Upgrading the existing electrical service or panels.
18. Power poles and whips.
19. Audio/Visual wiring/equipment.
20. Camera systems.
21. Phone or computer systems.
22. Access control programming on the State system.
23. Renovations to areas of the building not included in this scope.
24. Restroom renovations other than new wall covering, ceilings and lighting.
25. Training room renovations other than new flooring, base, painting, ceilings, and lighting.

PROJECT BUDGET

| | |
|----------------------------|------------------|
| CONSTRUCTION SCOPE OF WORK | \$725,000 |
| OWNER CONTINGENCY | <u>\$75,000</u> |
| TOTAL | \$800,000 |

EXHIBIT J

Phase II Concept Plans

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 2GRANITE PLACE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 20, 2006. 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: **569249**

Certificate Number : **0006358149**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this **13th** day of **December** A.D. **2023**.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

2GRANITE PLACE, LLC

WRITTEN CONSENT OF THE SOLE MEMBER

December 13, 2023

The undersigned, being the sole member of 2Granite Place, LLC, a New Hampshire limited liability company (the "Company"), hereby consents in writing to the following action:

VOTED: To authorize the Company to enter into a lease by and between the Company, as Landlord, and the State of New Hampshire, as Tenant (the "Lease"), pertaining to the building and the land area located at 1 Granite Place, Concord, New Hampshire, including all improvements and facilities now or subsequently located thereon and therein, shall comprise the leased premises (the "Premises") with a term commencing July 1, 2022, which Lease the Member has reviewed and finds to be in the best interest of the Company.

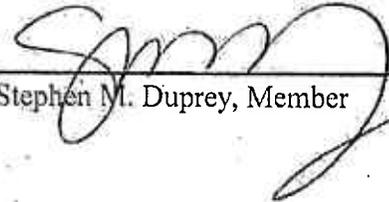
FURTHER
VOTED: To authorize Stephen M. Duprey, Sole Member, acting singly, to negotiate, execute, and deliver on behalf of the Company all documents, including but not limited to the Lease, in connection therewith, and to take such other acts and to perform such other things and to execute and deliver such further documents on behalf of the Company as he deems necessary or desirable, in his sole discretion, to effectuate the matters authorized above.

[signature page follows]

2GRANITE PLACE, LLC

WRITTEN CONSENT OF THE SOLE MEMBER

Signature Page



Stephen M. Duprey, Member



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2023

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).

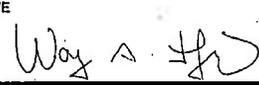
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| PRODUCER Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860 | CONTACT NAME: Kimberly Wood PHONE (A/C, No, Ext): (603) 447-5123 E-MAIL ADDRESS: kim@infingerinsurance.com | FAX (A/C, No): (603) 447-5126 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED 1 Granite Place, LLC; 2Granite Place LLC C/O Foxfire Property Management PO Box 1438 Concord NH 03302 | INSURER A: Patriot Ins Co. NAIC # 32069 | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** CL2372481424 **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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 6662450 | 05/20/2023 | 05/20/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 6662449 | 05/20/2023 | 05/20/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <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 checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6662450 UMB | 05/20/2023 | 05/20/2024 | EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

| | |
|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER State of New Hampshire Office of Attorney General 1 Granite Place Concord NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
 25 Capitol Street - Room 100
 Concord, New Hampshire 03301
 (603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
 Commissioner

Catherine A. Keane
 Deputy Commissioner

Sheri L. Rockburn
 Assistant Commissioner

November 7, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Plant & Property to enter into a **retroactive sole source** twenty-year lease agreement with 2Granite Place, LLC (Vendor #431383) of P.O. Box 1438, Concord, New Hampshire 03302-1438, for an amount not to exceed \$70,276,858.96; reflective of the base rent, amortized costs, and reimbursable operating expenses over the lifespan of the lease; which shall provide office space for the Department of Justice and other state agencies. The facility, located at 1 Granite Place in Concord, New Hampshire, is approximately 106,000 square feet and the Department of Justice will occupy approximately 65,000 square feet. At the time that fit-up for the Department of Justice is complete, the Department of Administrative Services will work with other state agencies in need of space and move them into the remaining areas. Upon Governor and Council approval, the lease will be effective for the period July 1, 2022 through June 30, 2042. **100% General Funds.**

Funding is available from account # 01-14-14-141510-67700000, Department of Administrative Services, Division of Plant & Property, Parking Garage & DOJ Move, contingent upon the availability and continued appropriations with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

022-500248 Rent to Owners Non-State Space:

| | <u>Base Rent</u> | <u>Fit-up (not to exceed)</u> | <u>Operating Expenses (not to exceed)*</u> | | <u>Base Rent</u> | <u>Fit-up (not to exceed)</u> | <u>Operating Expenses (not to exceed)*</u> |
|------|------------------|-------------------------------|--------------------------------------------|------|------------------|-------------------------------|--------------------------------------------|
| FY23 | \$1,031,974.98 | \$550,491.75 | \$1,336,800.00 | FY28 | \$1,179,400.00 | \$550,491.75 | \$1,505,102.99 |
| FY24 | \$1,179,400.00 | \$550,491.75 | \$1,338,883.20 | FY29 | \$1,179,400.00 | \$550,491.75 | \$1,541,225.46 |
| FY25 | \$1,179,400.00 | \$550,491.75 | \$1,401,736.40 | FY30 | \$1,179,400.00 | \$550,491.75 | \$1,578,214.87 |
| FY26 | \$1,179,400.00 | \$550,491.75 | \$1,435,378.07 | FY31 | \$1,179,400.00 | \$550,491.75 | \$1,616,092.03 |
| FY27 | \$1,179,400.00 | \$550,491.75 | \$1,469,827.14 | FY32 | \$1,179,400.00 | \$550,491.75 | \$1,654,878.24 |

| | <u>Base Rent</u> | <u>Fit-up (not to exceed)</u> | <u>Operating Expenses (not to exceed)*</u> | | <u>Base Rent</u> | <u>Fit-up (not to exceed)</u> | <u>Operating Expenses (not to exceed)*</u> |
|------|------------------|-------------------------------|--------------------------------------------|------|------------------|-------------------------------|--------------------------------------------|
| FY33 | \$1,179,400.00 | \$550,491.75 | \$1,694,595.32 | FY38 | \$1,179,400.00 | \$550,491.75 | \$1,907,944.71 |
| FY34 | \$1,179,400.00 | \$550,491.75 | \$1,735,265.61 | FY39 | \$1,179,400.00 | \$550,491.75 | \$1,953,735.38 |
| FY35 | \$1,179,400.00 | \$550,491.75 | \$1,776,911.98 | FY40 | \$1,179,400.00 | \$550,491.75 | \$2,000,625.03 |
| FY36 | \$1,179,400.00 | \$550,491.75 | \$1,819,557.87 | FY41 | \$1,179,400.00 | \$550,491.75 | \$2,048,640.03 |
| FY37 | \$1,179,400.00 | \$550,491.75 | \$1,863,227.26 | FY42 | \$1,179,400.00 | \$550,491.75 | \$2,097,807.39 |

*Operating expenses were adjusted by the Consumer Price Index, in accordance with lease terms. As estimate of 2.4% annually was used, representative of the average increase seen in the last 10 years.

Total Base Rent: \$23,440,574.98

Operating expenses reimbursable to the landlord are capped in the first year at \$1,336,800.00, with the cap adjusting annually based on the CPI. DAS will seek Governor & Council approval for reimbursable operating expenses in any year where the amount exceeds those listed in the table above.

EXPLANATION

Approval of the enclosed twenty-year lease agreement will authorize the Division of Plant & Property to fit-up and rent the premises, which provides office space for the DOJ and other state agencies at 1 Granite Place, Concord, NH. This twenty-year lease agreement is a **retroactive sole source** contract, as a waiver was obtained from the competitive RFP requirements. The Governor’s Council on Disability has conducted an initial site inspection, but a waiver was also obtained from the Letter of Opinion requirement. Time is of the essence as the current location of the DOJ, 33 Capitol Street, Concord is proposed to be demolished and a legislative parking garage to be constructed in its place.

The agreement is a triple net lease, which means the Division of Plant & Property will be responsible for interior maintenance, utility costs, and reimbursing landlord costs including taxes and exterior and common space maintenance. The base rent is \$1,179,400 annually or \$98,283.33 monthly. Rent was reduced by 50% for the months of July, August, and September of 2022 while the lease was being negotiated. The building will be operated and maintained by the Division of Plant & Property with funding provided from its operating account to cover these costs for space occupied by DOJ. The current FY23 budgeted amount in this account is \$330,237. The amount requested in the budget for FY24 and FY25 respectively includes an amount for the base rent and \$542,627 in operating costs for the entire facility.

Fit-up of the space for the Department of Justice will be funded with \$2,050,000 (“Reimbursed Costs”) from account # 01-14-14-141510-67700000. The remainder of the fit-up will be financed, with the total of Reimbursed Costs and amortized finance costs not to exceed \$13,059,835, subject however to fees, default penalties, or fluctuations in interest as may be charged by the lender. The amortized finance costs will be included in the monthly rent, which the Department of Administrative Services will pay to 2Granite Place, LLC, and DAS will be reimbursed by the Department of Justice for these costs.

Operating expenses to be reimbursed to 2Granite Place, LLC will not exceed \$1,336,800 in the first year of the lease and this cap will be increased annually by the formula outlined in the lease. Annual caps were calculated in the table above based on an average annual CPI increase of 2.4%. Additional G&C approval will be sought if reimbursable operating expenses are higher than the figures indicated above.

The lease also contains an option to buy the property for \$15,000,000 between August 1, 2023 and July 1, 2024. If this purchase option is exercised, the State will be responsible for reimbursing the unpaid portion of the amortized financed costs for the fit-up in addition to the purchase price.

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

Respectfully Submitted,



Charles M. Arlinghaus
Commissioner



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PLANT & PROPERTY
25 Capitol Street - Room 113
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Karen L. Rantamaki
Director
(603) 271-2698

November 1, 2022

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

Dear Commissioner,

The New Hampshire Department of Administrative Services (DAS) is requesting a waiver from the provision for a Letter of Opinion from the Architectural Barrier Free Design Committee (ABFDC), pursuant to Chapter Adm 600 rules PART Adm 610.15 in accordance with RSA 275-C and the federal Americans with Disabilities Act. DAS is looking to enter into a new lease for property located at 1 Granite Place, Concord, NH, 03301. This property will house all of the staff from the Department of Justice (DOJ) that currently reside at 33 Capitol Street, Concord, NH, and provides additional space that will be utilized for other state agencies. The building has 106,000 square feet of office space available. Current plans for the existing DOJ building include immediate demolition in order to build a parking garage adjacent to the Legislative Office Building.

The proposed lease will be for twenty years with the option to buy the building at the end of the first year. The DAS feels that this is the best course of action due to the Department of Justice needing to vacate their current premises as soon as possible.

Currently, the Governor's Commission on Disability is without an accessibility specialist and it will take considerable time to hire a replacement and then complete all the tasks needed to create a Letter of Opinion. An initial site visit was conducted in August of 2022 and DAS will do its best to make the recommending changes identified during that visit. The approval of this waiver from ABFDC's Letter of Opinion requirement will allow the department to move forward with a new contract. The Governor's Commission on Disability has the right to follow up with a site visit (with 24-hour notice, once building is open to the public). The department respectfully requests your approval of this waiver.

Sincerely,

Karen Rantamaki
Director of Plant and Property



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PLANT & PROPERTY
25 Capitol Street - Room 113
Concord, New Hampshire 03301

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Karen L. Rantamaki
Director
(603) 271-2698

July 19, 2022

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street, Room 100
Concord, NH 03301

Re: Request for Waiver of Public Notice Requirement in Connection with Leased

The New Hampshire Department of Administrative Services (DAS) is requesting a waiver from the public notice requirement for leased space, pursuant to Chapter Adm 600 rules, PART Adm 610.11 Exemptions & Waivers from Public Notice Requirement. The waiver request is for property located at 1 Granite Place, Concord, New Hampshire.

The Department of Justice (DOJ) currently resides in a state-owned facility located at 33 Capitol Street, Concord, New Hampshire. This facility is on the site of a proposed legislative parking garage currently in design. Due to the urgent need for the DOJ to move from this location and the limited options for rental spaces in Concord, the legislature has encouraged the DAS and the DOJ to negotiate a lease at this location. As time is of the essence and due to the lack of properties of this size in Concord, the DAS is requesting a waiver from the public notice requirement. The legislature has appropriated funding for the fit-up, move costs, and first year's rent for this facility. Remaining office space not utilized by the DOJ at 1 Granite Place will be managed by DAS and fully occupied by other state agencies.

The approval of this waiver from public notice requirements will allow the DAS to move forward with a new lease at this proposed location. This will avoid unnecessary delays in moving the DOJ and beginning the demolition of the building at 33 Capitol Street. We respectfully request your approval of this waiver.

Sincerely,

A handwritten signature in cursive script that reads 'Karen Rantamaki'.

Karen Rantamaki, Director

A handwritten signature in cursive script that reads 'Charles M. Arlinghaus'.

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

FROM: Karen L. Rantamaki, Director
Department of Administrative Services
Division of Plant and Property

DATE: November 09, 2022

SUBJECT: Attached Lease Agreement
Approval respectfully requested

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

LESSEE: Department of Administrative Services, 25 Capital St., Concord, NH 03301.

LESSOR: 2Granite Place, LLC c/o Foxfire Property Management; PO Box 1438, Concord, NH 03302.

DESCRIPTION: Approval of the enclosed will authorize a 20-year (triple net lease) for the South Building located at 1 Granite Place, Concord, NH 03301. The building contains 106,400 square feet of rentable space (+ 5,000 sq. ft. shared block building entrance).

TERM: 20 years – July 1, 2022, and ending June 30, 2042.

RENT: Monthly rent is \$1,179,400.00 at a rate of \$11.00 per square foot for the duration of the term. Total rent for twenty years is \$23,440,574.98. DAS will use \$2,050,000.00 as a down payment for fit-up. The rest of the fit-up will be included in the lease at \$550,491.75 per month or \$11,009,835.00 for the entire term of the lease. Total amount not to exceed \$70,276,858.96. DAS estimates that operating costs will be \$1,336,800.00 annually, increasing 4.2% per year (based on CPI). *Option to purchase property for \$15,000,000.00 between 8/1/23 and 7/1/24.

JANITORIAL & RECYCLING: Additional - not included in rent – estimated as \$75,000.00/yr. (1,500,000.00/term)

UTILITIES: Additional- not included in rent- Estimated to be \$258,155.00/yr. (5,163,100.00/term)

PARKING: Parking is included in the lease.

TOTAL TERM COST: \$76,939,958.96.

PUBLIC NOTICE: DAS obtained a waiver from the competitive RFP requirements due to time constraints.

CLEAN AIR PROVISIONS: Clean air testing will be scheduled upon approval of the lease agreement.

BARRIER-FREE DESIGN COMMITTEE: DAS obtained a waiver from GCD requirements for a Letter of Opinion due to their vacant accessibility specialist position.

OTHER: Approval of the enclosed agreement is recommended.

The enclosed contract complies with the State of New Hampshire, Division of Plant and Property rules and has been reviewed and approved by the Department of Justice.

Approved by: Department of Administrative Services



Karen L. Rantamaki, Director, Plant & Property

THIS LEASE AGREEMENT (this "Lease") is hereby entered into on this _____ day of November, 2022, by and between 2GRANITE PLACE, LLC, a New Hampshire limited liability company ("Landlord"), and the STATE OF NEW HAMPSHIRE, by and through its Department of Administrative Services ("Tenant").

ARTICLE 1 - LEASE SUMMARY AND PROJECT SPECIFIC PROVISIONS

1.1 Landlord's Address: 2Granite Place, LLC
c/o Foxfire Property Management
P.O. Box 1438
Concord, New Hampshire 03302-1438

Tenant's Address: NH Department of Administrative Services
25 Capitol Street
Concord, NH 03301
Attn: Karen Rantamaki, Director of Plant &
Property Management
Telephone: (603) 271-3201
email: Karen.L.Rantamaki@das.nh.gov

1.2 Building: The building commonly known as the "South Building" located at 1 Granite Place, Concord, New Hampshire (the "Building") is situated within City of Concord Tax Map 583Z, Lot 63 (the "South Lot"). The Building is attached by a common lobby and atrium to the building located at the same street address commonly known as the "North Building," which is situated within abutting City of Concord Tax Map 583Z, Lot 64 (the "North Lot"). The Building, South Lot, North Building and North Lot are sometimes referred to herein as the "Site". Landlord and Tenant stipulate and agree that the Building contains 106,400 rentable square feet, for all purposes of this Lease.

1.3 Premises: The Building and the land area bounded as shown on Exhibit A hereto, including all improvements and facilities now or subsequently located thereon and therein, shall comprise the leased premises (the "Premises"). Commencing July 1, 2023, the Premises shall include the building located on the North Lot shown as "1 Story Masonry Block Building 5,000 sq. ft." on Exhibit A.

1.4 Effective Date and Commencement Date: Notwithstanding any provision of this Lease to the contrary, pursuant to RSA 4:39-b, is subject to approval by the Long Range Capital Planning and Utilization Committee and final approval by the Governor and Executive Council ("G&C") of the State of New Hampshire. This Lease shall become effective on the date G&C approves this Lease ("Effective Date"). The "Commencement Date" is herein defined as July 1, 2022. Upon final approval by G&C, Monthly Base Rent shall become due retroactively as of the Commencement Date.

1.5 Term: Twenty (20) years ("Term"), commencing on the Commencement Date and ending on June 30, 2042, unless sooner terminated or extended as provided herein ("Expiration Date").

1.6 **Base Rent:** Base Rent shall be \$1,179,400.00 per year (\$98,283.33 per month), plus the amortized Financed Costs (see Section 4.4(e)). Provided Tenant is not in default beyond the expiration of any applicable notice and cure period, Landlord agrees to abate the Base Rent for the first three (3) months of the Term by 50% (i.e., the base rent shall be \$49,141.67 for July, August, and September 2022).

1.7 **Permitted Use:** Subject to the provisions set forth in this Lease and as permitted by law, Tenant is permitted to use the Premises for regular office use and for any other reasonable purpose that may arise in the course of the originally named Tenant's operations, including but not limited to carrying out any governmental functions required by law.

1.8 **Brokers:** None.

1.9 **Interest Rate:** The lesser of: (a) Ten percent (10%) or (b) the maximum rate permitted by law in New Hampshire.

1.10 **Insurance Amounts:**

a. **Commercial General Liability Insurance:** General liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate.

b. **Commercial Automobile Liability Insurance:** Limit of liability of not less than One Million Dollars (\$1,000,000.00) per accident.

c. **Worker's Compensation and Employers Liability Insurance:** With limits as mandated pursuant to the laws in the State in which the Project is located, or One Million Dollars (\$1,000,000.00) per person and accident, whichever is greater.

d. **Umbrella Insurance:** Limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence.

e. **Loss of Income, Extra Expense and Business Interruption Insurance:** In such amounts as will reimburse Tenant for 12 months of direct or indirect loss of earnings attributable to all perils commonly insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils.

f. **If Tenant's business includes professional services, Professional Liability (also known as errors and omissions insurance):** Not less than the minimum limits required by law for Tenant's profession, and in any event, not less than One Million Dollars (\$1,000,000.00) per occurrence.

g. **Self-insurance.** Consistent with Section 14.1 of this Lease, the originally-named Tenant shall be permitted to self-insure under the State's customary self-insurance program and shall not be required to maintain policies with the limits of coverage set forth in this Section 1.10 or elsewhere in this Lease.

1.11 **Landlord's Work:** The work to be performed by Landlord as described in the Work Letter attached hereto as Exhibit C (the "Landlord's Work").

1.12 **Tenant's Work:** The work to be performed by Tenant as described in the Work Letter attached hereto as Exhibit G ("Tenant's Work").

1.13 **Tenant's Percentage:** Tenant's Percentage shall be 50%.

1.14 **Conditional Obligation of Tenant.** Notwithstanding any provisions of this Lease to the contrary, all obligations of the Tenant hereunder, including without limitation, the continuance of Rent and other payments, including but not limited Tenant's payment of Reimbursed Costs and amortized Financed Costs, are contingent upon the availability and continued appropriation of funds, and in no event shall 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 notice of such termination. The Tenant shall not be required to transfer funds from any other account in the event funding for the account from which the Rent specified for this Lease is terminated or reduced.

If Tenant terminates the Lease under the prior paragraph, Landlord shall be entitled to recover from Tenant the unamortized balance of the Total Cost of Landlord's Work, as of the date of termination, determined on the basis of a twenty-year amortization period at 4.5% annual interest ("Tenant Fit-Up Balance"). Tenant may pay the Tenant Fit-Up Balance, with interest at 4.5% in up to four annual payments of principal and interest, in a minimum amount each year that if continued annually, would result in full payment of the Tenant Fit-Up Balance and interest in four years. Tenant may prepay all or some of the Tenant Fit-Up Balance. Any prepayment may reduce the amount of each following annual payment, but shall not avoid the Tenant's obligation to make the next due annual payments until the Tenant Fit-Up Balance, plus interest, is paid in full. Notwithstanding the foregoing, the Tenant's obligation to make any payment of the Tenant Fit-Up Balance is contingent upon the availability and continued appropriation of funds to the Tenant in sufficient amounts for those payments, and in no event shall the Tenant be liable for any payments 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. Notwithstanding the foregoing, Tenant's failure to perform all of its obligations under this Lease shall constitute a default pursuant to Article 22, and this Section 1.14 shall not limit Landlord's rights and remedies.

1.15 **Exhibit Schedule.**

- Exhibit A-1 Site Plan Depicting Premises
- Exhibit A-2 Legal Description for Premises
- Exhibit B Financing Term Sheet
- Exhibit C Landlord Work Letter

- Exhibit C-1 Floor Plans
- Exhibit C-2 Scope of Work and Budget
- Exhibit C-3 Minimum Needs
- Exhibit D SNDA
- Exhibit E Estoppel Certificate
- Exhibit F Proposal Report
- Exhibit G Tenant's Work
- Exhibit H Construction Procedures

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STANDARD LEASE PROVISIONS

ARTICLE 2 - LEASE

2.1 Lease Elements; Definitions; Exhibits. The Lease is comprised of the Lease Summary and Project Specific Provisions (the "Summary"), these Standard Lease Provisions ("Standard Provisions") and all exhibits, and riders attached hereto (collectively, "Exhibits"), all of which are incorporated together as part of one and the same instrument. All references in any such documents and instruments to "Lease" means the Summary, these Standard Provisions and all Exhibits attached hereto. All terms used in this Lease shall have the meanings ascribed to such terms in the Summary, these Standard Provisions and any Exhibits. To the extent of any inconsistency between the terms and conditions of the Summary, these Standard Provisions, or any Exhibits attached hereto, the Summary and any Exhibits attached hereto shall control over these Standard Provisions.

ARTICLE 3 - PREMISES

3.1 Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises, upon and subject to, the terms, covenants and conditions of this Lease. Each party covenants and agrees, as a material part of the consideration for this Lease, to keep and perform their respective obligations under this Lease.

3.2 Common Areas; Definitions; Tenant's Rights. During the Term, Tenant shall have the non-exclusive right to use, in common with other tenants in the Site, the common lobby between the South Building and North Building and the driveway, parking areas and spaces, and any appurtenant sidewalks and landscaping leading from Rumford Street to the Premises (the "Common Areas").

3.3 Existing Furniture. Tenant, in Tenant's sole discretion and at no cost to Tenant, shall have the right to use any office furniture, desks, tables, conference room tables, cubicles, office partitions, file or storage systems, or other similar furnishings existing in the Premises as of the Effective Date ("Existing Furniture"). Tenant shall notify Landlord in writing whether Tenant has elected to use some or all of the Existing Furniture or require Landlord, at Landlord's sole cost and expense, to remove from the Premises some or all of the Existing Furniture. Tenant's notice under this Section 3.3 shall particularly describe the Existing Furniture that Landlord is required to permanently remove from the Premises ("Non-Included Items"). Landlord shall remove all Non-Included Items from the Premises prior to Substantial Completion. In the event Landlord fails to remove Non-Included Items from the Premises prior to Substantial Completion, Tenant may remove and dispose of Non-Included Items without prior Landlord approval at Landlord's cost. Landlord shall be responsible for coordination of and all costs associated with relocating such Existing Furniture to a location within the Building in order to allow access to complete Fit-Up Work. Landlord shall not include such costs in Landlord's Totals Costs of Landlord's Work. Unless otherwise agreed to by the parties, such Existing Furniture shall be relocated during construction to the western half of the first floor or the second floor of the Building. Tenant shall be responsible for coordination of and all costs associated with setting up the Existing Furniture for use by Tenant. During the Term, Tenant, at Tenant's sole expense, shall have the right to

modify, reconfigure, remove, or discard Existing Furniture without prior notice or liability to Landlord, and Tenant shall have no obligation to restore, replace any Existing Furniture. In the event Tenant purchases the Premises, Tenant shall have the right to purchase any remaining Existing Furniture on the Premises from Landlord at the cost of one dollar (\$1.00).

ARTICLE 4 - TERM AND POSSESSION

4.1 Term; Notice of Lease Dates. The Term shall be for the period designated in the Summary commencing on the Commencement Date and ending on the Expiration Date, unless the Term is sooner terminated or extended as provided in this Lease.

4.2 Possession. Landlord shall deliver possession of the Premises to Tenant in its then as-is condition, subject to the provisions of Section 4.3 below, on or after the Effective Date. Landlord shall provide to Tenant a complete copy of this Lease fully executed by Landlord. Notwithstanding the foregoing, Landlord will not be obligated to deliver possession of the Premises to Tenant until Landlord has received from Tenant all of the following: (i) a copy of this Lease fully executed by Tenant; and (ii) the first (1st) full month's installment of Monthly Base Rent and the first (1st) full month's installment of Operating Expenses payable to Landlord under this Lease.

4.3 Condition of Premises. Landlord shall deliver the Premises to Tenant in broom-clean condition and free of debris, with the existing plumbing, lighting, and HVAC systems (collectively, the "Operating Systems") in their as-is condition as represented by the reports and/or proposals attached hereto as Exhibit F ("Proposal Report"). Tenant acknowledges that, except as otherwise expressly set forth in this Lease neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or the Site or their condition, or with respect to the suitability thereof for the conduct of Tenant's business, and Tenant shall accept the Premises in its then as-is condition on delivery by Landlord, subject to Landlord's obligation to complete the Landlord's Work.

4.4 Landlord's Work. In order to adapt and equip the Premises for Tenant's use and occupancy Landlord shall complete Landlord's Work. All Landlord's Work shall be done by Landlord, at Tenant's sole cost and expense subject to the limitations herein, in accordance with plans and specifications prepared by Landlord and approved by Tenant in accordance with this Section (which approval shall not be unreasonably withheld, delayed or conditioned).

a. Landlord shall retain Warrenstreet Architects, Inc. to prepare and submit to Tenant Preliminary Design Drawings (hereinafter referred to as "PDD") for Landlord's Work at Tenant's sole cost and expense (such cost and expense to be previously approved by Tenant in writing). Tenant shall approve or disapprove such PDD within fourteen (14) days after its receipt thereof, or the same shall be deemed approved. If Tenant disapproves, it shall specify the reasons for disapproval in writing and Landlord shall submit revised PDD, and Tenant shall approve or disapprove such revised PDD (specifying any further changes thereto that Tenant requires) within fourteen (14) days after its receipt thereof, or the same shall be deemed approved. This process shall continue until Tenant's approval of the PDD.

b. Promptly after approval of PDD by Tenant, Landlord will complete construction working drawings prepared so as to be acceptable to local regulatory agencies for issuance of necessary building permits, and will submit same to Tenant for approval. Tenant shall approve or disapprove such drawings within five (5) days after its receipt thereof, or the same shall be deemed approved. Once approved ("**Tenant's Plans**"), Landlord shall be responsible for securing all necessary permits and approvals for Landlord's Work. If the applicable governmental authorities require modifications to the Tenant's Plans, then Tenant's approval of such modifications shall automatically be deemed granted to Landlord, provided Landlord shall give written notice to Tenant of all such required modifications prior to such modifications being made. Tenant shall cooperate with Landlord in securing such permits and approvals for Landlord's Work.

c. Prior to Landlord's execution of the construction contract and general conditions with the contractor (the "**Contract**"), Landlord shall submit the Contract to Tenant for its approval, which approval shall not be unreasonably withheld or delayed. Tenant shall use its best efforts to approve or disapprove such Contract within fourteen (14) days after its receipt thereof. The Contract shall be a guaranteed maximum price contract. The Contract shall provide that the Landlord's Work shall be free from any defects in workmanship and materials for a period of not less than one (1) year from the date of substantial completion. All such warranties or guarantees as to materials or workmanship of or with respect to the Landlord's Work shall be written such that such guarantees or warranties shall inure to the benefit of both Landlord and Tenant, as their respective interests may appear, and can be directly enforced by either. The period of time commencing on the later of (i) Tenant's approval of the Contract and (ii) the Effective Date, and ending on Substantial Completion of Landlord's Work is sometimes referred to herein as the "**Construction Period**."

d. Tenant shall have the right to attend meetings with the architect and the Contractor regarding the progress of the preparation of plans and the construction of Landlord's Work, and shall have the right to schedule and hold meetings with the Contractor regarding the construction of Landlord's Work. All such meeting scheduled by the Tenant shall be held at the Premises.

e. **Costs of Landlord's Work.** The total cost of Landlord's Work, including all labor, materials, design, engineering, architectural, permitting and other soft costs related thereto ("**Total Cost**"), shall be paid as follows. Tenant shall reimburse Landlord up to two million fifty thousand dollars (\$2,050,000) towards the Total Costs, within thirty (30) days after periodic invoicing by Landlord ("**Reimbursed Costs**"). The balance of the Total Cost shall be financed by Landlord ("**Financed Costs**") substantially in accordance with the term sheet attached hereto as Exhibit B. The Financed Costs, together with interest, fees and any other expenses charged by Landlord's lender from time to time, shall be amortized over the lesser of (i) remainder of the Term and (ii) the term of Landlord's loan for such Financed Costs. Such amortization shall be added to Base Rent and paid in monthly installments together therewith, provided Landlord shall be responsible for payment of any interests, fees, closing costs, or other expenses charged by Landlord's lender during the Construction Period. Landlord shall provide Tenant with periodic statements reflecting how Financed Costs are spent and disbursed throughout the work. Notwithstanding the foregoing, the Tenant's responsibility for Total Costs, either through Reimbursed Costs or amortized Financed Costs, shall not exceed \$13,059,835.00 ("**Tenant Contribution Limit**"), subject however to (i) any change orders requested by Tenant; (ii) any late

fees, default interest or penalties imposed by Landlord's lender resulting from Tenant's failure to timely reimburse Landlord for such Financed Costs as required herein; and (iii) fluctuations in the interest rate charged by Landlord's lender. Any increase of this Tenant Contribution Limit shall constitute an amendment to this Lease requiring the approval of Governor and Executive Council. In the event Landlord's Work exceeds Tenant Contribution Limit due to no fault of Landlord or its contractors, Tenant shall make a good faith and reasonable effort to determine whether additional funding is available.

f. **Payment Procedures for Landlord's Work.** Invoices to Tenant for Landlord's Work shall be supported by information substantiating Landlord's right to reimbursement as Tenant may reasonably require. Absent prior approval by Tenant, Landlord shall not seek reimbursement or payment from Tenant for materials to be used in connection with Landlord's Work unless such materials have been delivered to the Premises. In the event Tenant discovers Landlord's Work is defective or not completed in accordance with any applicable plans, drawings, or specifications, Tenant shall provide written notice to Landlord of such deficient or incomplete work and Landlord shall promptly correct the same.

g. **Substantial Completion of Landlord's Work.** For the purposes hereof, "Substantial Completion," "Substantially Completed" and words of similar effect shall mean completion of Landlord's Work in accordance with this Lease and a certificate of occupancy (temporary or permanent) being issued for the Building. Subject to Force Majeure and Tenant Delay, Substantial Completion shall occur within seven (7) months after the commencement of the Construction Period, failing which Base Rent shall be abated by 50% commencing on the expiration of said seven (7) month period and continuing until Substantial Completion. Upon Landlord's belief that Substantial Completion has occurred, Landlord shall deliver written notice to Tenant and within ten (10) days thereafter, Landlord and Tenant shall conduct a joint walk-through of the Premises and prepare a punch list setting forth any such uncompleted or unsatisfactory portions of Landlord's Work (the "Punch List"). The Contract between Landlord and its contractor shall require that the contractor develop a punch list and submit said list to Landlord in connection with contractor's application for substantial completion. Landlord shall provide said list to Tenant prior to the joint walk-through. Failure to include incomplete or incorrect work on the Punch List shall not relieve Landlord of its obligation to said work. Landlord shall use reasonable efforts to complete the Punch List within sixty (60) days of finalizing the Punch List. Tenant shall not remit final payment for Landlord's Work until all Punch List items have been completed or corrected to the reasonable satisfaction of Tenant.

h. **Tenant's Delay.** If substantial completion of Landlord's Work is delayed by Tenant Delay (as defined below), substantial completion shall be deemed to have occurred on the date that Landlord's Work would have been substantially completed but for the Tenant Delay. "Tenant Delay" means a delay caused by any of the following: (i) a breach by Tenant of the terms of this Lease; (ii) Tenant's request for changes to Tenant's Plans; (iii) Tenant's requirement for materials that are not available in a commercially reasonable time; or (iv) any other acts or omissions of Tenant, or its agents, contractors or employees.

i. No changes to the Tenant's Plans may be made without the prior written consent of Landlord, which consent may be withheld in Landlord's reasonable discretion. If Tenant requests a change that would directly or indirectly delay the substantial completion of Landlord's

Work, Landlord shall not be obligated to make such change unless Tenant agrees in writing that such delay (in the amount reasonably determined by Landlord) is a Tenant Delay. If Tenant requests a change to Tenant's Plans that increases the Total Cost, Landlord shall not be obligated to make such change unless Tenant agrees in writing to pay any such increase in costs.

4.5 Tenant's Work. Tenant's Work shall consist of the work and items listed on Exhibit G ("Tenant's Work"), to be provided by Tenant at Tenant's expense. Tenant shall retain ownership of any equipment or services listed in Exhibit G and used in connection with Tenant's Work. Tenant and Landlord shall cooperate on setting mutually agreeable dates and times for Tenant to access the Premises for installation of furniture, equipment and other personal property and systems, and completion of all Tenant's Work, including technology and security systems, during the Construction Period. Tenant has reserved one million seven hundred thousand dollars (\$1,700,000) to complete Tenant's Work ("Tenant Funds"). In the event Tenant does not require the full amount of Tenant Funds, Tenant may, but shall not be required, use remaining Tenant Funds to pay Landlord's Total Costs for Landlord's Work, to pay for future work as contemplated by Section 4.7, or to pre-pay a portion of amortized Financed Costs. Landlord shall have no right to any unexpended Tenant Funds.

4.6 Removal of Tenant's Work. Tenant's Work will be considered Tenant's property, whether or not affixed to the Premises, and may be replaced from time to time and removed at the expiration of this Lease if the removal can be accomplished without substantial damage to or loss of value of the Premises. Tenant shall, at its own expense, repair any injury or damage resulting from said removal.

4.7 Fit-Up Work. "Fit-Up Work," as used in this Lease, means both Landlord's Work and Tenant's Work to the fourth, third, and portion of first floors of the Building. The parties agree that Tenant has the right to develop the remainder of the first floor and second floor of the Building in any manner consistent with the permitted use set forth in Section 1.7. Such future work shall be subject to the terms of this Lease and the approvals of Landlord which shall not unreasonably be withheld, delayed, or conditioned.

4.8 Construction Procedures. Fit-Up Work shall be in accordance with the construction procedures described in Exhibit H ("Construction Procedures"). Landlord shall be responsible for contracting for and supervising Landlord's Work and Tenant shall be responsible for contracting for and supervising Tenant's Work. Each of Landlord's Work and Tenant's Work shall be performed by contractors acceptable to both Landlord and Tenant, provided, however, Landlord agrees that Tenant's Work may be performed or supplied by contractors or vendors already retained by the State of New Hampshire and that Tenant's selection of contractors shall comply with all applicable procurement requirements set forth by state or federal laws, including any competitive bidding requirements. Landlord shall select contractors, subcontractors, and vendors to make all applicable systems compatible with existing State systems. Each Landlord and Tenant shall make available to the other a complete set of plans, drawings, and specifications pertaining to the Landlord's Work and Tenant's Work.

ARTICLE 5 - RENT

5.1 **Monthly Base Rent.** Tenant agrees to pay Landlord, the Monthly Base Rent as designated in the Summary. Monthly Base Rent and recurring monthly charges of Additional Rent (defined below) shall be paid by Tenant in advance on the first day of each and every calendar month ("**Due Date**") during the Term.

5.2 **Additional Rent.** All amounts and charges payable by Tenant under this Lease in addition to Monthly Base Rent, if any, including, without limitation, payments for Operating Expenses, Taxes, Insurance Costs, and Utilities Costs to the extent payable to Landlord by Tenant under this Lease shall be considered "**Additional Rent**", and the word "**Rent**" in this Lease shall include Monthly Base Rent and all such Additional Rent unless the context specifically states or clearly implies that only Monthly Base Rent is referenced. Rent shall be paid to Landlord, without any prior notice or demand therefor and without any notice, deduction or offset, in lawful money of the United States of America.

5.3 **Late Charges & Interest Rate.** If Landlord does not receive Rent payment due from Tenant on the Due Date, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such past due Rent. Tenant agrees that this late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of Tenant's late payment. Accepting any late charge shall not constitute a waiver by Landlord of Tenant's default with respect to any overdue amount nor prevent Landlord from exercising any other rights or remedies available to Landlord. If any installment of Monthly Base Rent or Additional Rent, it shall bear interest at the Interest Rate set forth in the Summary from the Due Date until paid. All interest, and any late charges imposed pursuant to this Section 5.3, shall be considered Additional Rent due from Tenant to Landlord under the terms of this Lease.

5.4 **Rental Tax.** In addition to Rent and other charges to be paid by Tenant under this Lease, Tenant shall reimburse to Landlord, simultaneously therewith, a sum equal to the aggregate of any municipal, county, state and/or federal excise, rent, sales, use or transaction privilege taxes now or hereafter legally levied or imposed against, or on account of, any or all amounts payable under this Lease by Tenant or the receipt thereof by Landlord, and any taxes assessed or imposed in lieu of or in substitution of any of the foregoing taxes. The taxes payable by Tenant hereunder are not included within and shall not be duplicated in the Taxes described in Section 7.3 below (which Taxes are included in Operating Expenses).

ARTICLE 6 - SECURITY DEPOSIT

Intentionally Omitted.

ARTICLE 7 - OPERATING EXPENSES/UTILITIES/SERVICES

7.1 **Operating Expenses.** Tenant shall pay for or contribute to the costs of operation, maintenance, repair and replacement of the Premises and Site as follows:

a. **Triple Net Lease.** Except as otherwise provided herein, all Rent (as that term is defined under Section 5.2 of the Standard Lease Provisions) shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Rent to be paid each month during the Term of this Lease. Accordingly, and except as otherwise provided in this Lease, all costs, expenses and obligations of every kind or nature whatsoever relating to the Premises which may arise or become due during the Term of this Lease including, without limitation, all costs and expenses of maintenance and repairs, insurance and taxes, shall be paid by Tenant, except as otherwise provided herein. Tenant's obligation to pay Rent shall not be discharged or otherwise affected by any law or regulation now or hereafter applicable to the Premises, or any other restriction on Tenant's use, or any casualty or taking or any failure by Landlord to perform any obligation (except as otherwise expressly provided herein). It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Rent, and all sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

b. **Operating Expenses.** In addition to the Monthly Base Rent, Tenant shall pay to Landlord all Operating Expenses for the Premises (which shall include Tenant's Percentage of Operating Expenses for the Common Areas) in the manner and at the times set forth in the following provisions of this Section 7.1(b). "Operating Expenses" shall consist of all Taxes (as defined in Section 7.3) and Insurance Costs, as defined in Section 7.4, and all costs and expenses of operation, maintenance and repair of the Premises as are directly incurred hereunder by Landlord, and Tenant's Percentage of Landlord's costs and expenses of operation, maintenance and repair of the Common Areas. Operating Expenses include the following costs by way of illustration but not limitation: (i) repair and maintenance of the Premises and Common Areas by Landlord pursuant to Section 8.1; (ii) Common area waste disposal and refuse removal, landscaping and snow removal; (iii) costs incurred in the management of the Premises and Common Areas, including, without limitation: management office expenses including rent and operating costs, accounting fees, management/administrative fees, supplies, materials, equipment and tools; wages, salaries, benefits, pension payments, fringe benefits, uniforms and dry-cleaning thereof (and payroll taxes, insurance and similar governmental charges related thereto) of employees used in the operation and maintenance of the Premises and/or Common Areas; (iv) the rental of personal property used in the maintenance, repair and operation of the Premises and/or Common Areas; (v) repair, maintenance and upkeep of all portions of the Common Areas to be maintained and repaired by Landlord pursuant to this Lease, including without limitation, the sprinkler systems, sidewalks, walkways, driveways, curbs and lighting systems, if any, provided by Landlord for the Common Areas and the repair and maintenance of the signs and the exterior walls, exterior windows and doors, roof, fire and life safety and security systems, if any, plumbing, heating, ventilating, air-conditioning, common electrical and other common utility systems, transformers, distribution panels and lines; (vi) amortization on a straight line basis over the useful life (together with interest at the Interest Rate on the unamortized balance) of all capitalized expenditures which are: (A) reasonably intended to produce a reduction in operating charges or energy consumption; or (B) required under any governmental law or regulation; or (C) for replacement or restoration of any equipment and/or improvements needed to operate and/or maintain the Premises and/or Common Areas in good condition and repair; (vii) a management/administrative fee; and (x) costs and expenses of resurfacing, repairing, maintenance,

painting, lighting, cleaning, refuse removal, security and similar items, except as otherwise provided in this Lease.

c. Exclusions from Operating Expenses. Notwithstanding anything to the contrary contained elsewhere in this Section 7.1, the following items shall be excluded from Operating Expenses: (a) any charge for depreciation of the Premises or equipment and (except as expressly enumerated in Section 7.1(a) above) interest and other financing charges; (b) all costs for which Tenant is being charged, directly or indirectly, other than pursuant to this Section 7.1; (c) the cost of correcting defects in the construction of Landlord's Work, except that conditions (not occasioned by construction defects) resulting from ordinary wear and tear will not be deemed defects for the purposes of this category; (d) to the extent Landlord is reimbursed by third parties, the cost of repairs made by Landlord because of the total or partial destruction of the Premises or the condemnation of a portion of the Premises; (e) the cost of any items for which Landlord is reimbursed by insurance or otherwise compensated by third parties; (f) any operating expense representing an amount paid to a related corporation, entity, or person which is in excess of the amount which would be paid for such item in the absence of such relationship; (g) legal fees and related expenses incurred by Landlord (together with any damages awarded against Landlord) due to the gross negligence or willful misconduct of Landlord; (i) reserves for maintenance, repairs and replacements; (j) costs for removal of hazardous materials and environmental remediation not caused by the Tenant; (k) any costs for non-routine or non-recurring expenses that do not appear on the Estimate Statement when such costs exceed \$5,000 and have not been previously approved by the Tenant; or (l) any costs associated with the use of temporary systems required as a result of Landlord's Work, including but not limited to the rental of temporary HVAC during construction until permanent systems are installed and all necessary approvals are received.

d. Estimate Statement and Payment of Tenant's Percentage of Operating Expenses. By the first day of April (or as soon as practicable thereafter) of each calendar year during the Term, Landlord shall endeavor to deliver to Tenant a statement ("Estimate Statement") estimating Tenant's Operating Expenses for the current calendar year. If at any time during the Term, but not more often than quarterly, Landlord reasonably determines that the estimated amount of Operating Expenses payable by Tenant for the current calendar year will be greater or less than the amount set forth in the then current Estimate Statement, Landlord may issue a revised Estimate Statement for maintenance or repair costs that exceed the Estimate Statement, provided that if the revised estimate increases by more than \$5,000, Landlord must obtain prior written approval from Tenant before performing work, further provided that notwithstanding anything in this Lease to the contrary, in no event shall Landlord be obligated to perform any work which Tenant has not approved as aforesaid. Within thirty (30) days after receipt of the revised Estimate Statement, or after the date of written approval to perform work exceeding \$5,000, Tenant agrees to pay the difference between the amount owed by Tenant under such revised Estimate Statement and the amount owed by Tenant under the original Estimate Statement for the portion of the then current calendar year which has expired. Thereafter Tenant agrees to pay Operating Expenses based on such revised Estimate Statement until Tenant receives the next calendar year's Estimate Statement or a new revised Estimate Statement for the current calendar year. The Operating Expenses shown on the Estimate Statement (or revised Estimate Statement, as applicable) shall be divided into twelve (12) equal monthly installments, and Tenant shall pay to Landlord, concurrently with the regular monthly Rent payment next due following the receipt of the Estimate Statement (or revised Estimate Statement, as applicable), an amount equal to one (1) monthly

installment of such Operating Expenses multiplied by the number of months from January in the calendar year in which such statement is submitted to the month of such payment, both months inclusive (less any amounts previously paid by Tenant with respect to any previously delivered Estimate Statement or revised Estimate Statement for such calendar year). Subsequent installments shall be paid concurrently with the regular monthly Rent payments for the balance of the calendar year and shall continue until the next calendar year's Estimate Statement (or current calendar year's revised Estimate Statement) is received.

e. **Actual Statement.** By the first day of June (or as soon as practicable thereafter) of each subsequent calendar year during the Term, Landlord shall endeavor to deliver to Tenant a statement ("**Actual Statement**") which states the actual Operating Expenses payable by Tenant for the immediately preceding calendar year. If the Actual Statement reveals that the actual Operating Expenses was more than the estimated Operating Expenses paid by Tenant with respect to the preceding calendar year, Tenant agrees to pay Landlord the difference in a lump sum within thirty (30) days after receipt of the Actual Statement. Such obligation will be a continuing one which will survive the expiration or earlier termination of this Lease. If the Actual Statement reveals that the actual Operating Expenses was less than the Operating Expenses paid by Tenant with respect to the preceding calendar year, Landlord will credit any overpayment toward the next monthly installment(s) of Rent due from Tenant, or, if determined after the expiration or termination of this Lease, paid to the Tenant within thirty (30) days of discovery of the overpayment by Tenant. Prior to the expiration or sooner termination of the Term and Landlord's acceptance of Tenant's surrender of the Premises, Landlord will have the right to estimate the actual Operating Expenses for the then current calendar year and to collect from Tenant prior to Tenant's surrender of the Premises, any excess of such actual Operating Expenses over the estimated Operating Expenses paid by Tenant in such calendar year. Any delay or failure by Landlord in delivering any Estimate Statement or Actual Statement pursuant to this Section 7.1 shall not constitute a waiver of its right to receive Tenant's payment of Operating Expenses, nor shall it relieve Tenant of its obligations to pay Operating Expenses pursuant to this Section 7.1, except that Tenant shall not be obligated to make any payments based on such Estimate Statement or Actual Statement until thirty (30) days after receipt of such statement.

f. **Tenant's Right to Inspect Landlord's Records.** Tenant shall have the right, at Tenant's sole cost and expense, to review and audit Landlord's books or records at Landlord's office during Landlord's regular business hours relating to any expenses or costs invoiced or charged to Tenant, including but not limited to Operating Expenses and Total Costs associated with Landlord's Work. Any such audit shall be performed by an independent accounting firm that is not being compensated by Tenant on a contingency fee basis. Tenant shall provide a copy of such audit to Landlord promptly upon receipt. In the event Tenant claims any portion of the cost or expense is incorrect, Tenant shall, within thirty (30) days after the Landlord delivers to Tenant a bill, invoice or statement, provide written notice to the Landlord specifying the portions of any such bill, invoice, or statement that are claimed to be incorrect. Tenant shall simultaneously pay to Landlord all amounts due from Tenant under such bill, invoice, or statement. If any adjustments for overpayment are required as a result of Tenant's review, Landlord shall credit any such overpayment toward the next monthly installment(s) of Rent due from Tenant, or, if determined after the termination of this Lease, paid to Tenant within thirty (30) days of discovery of the overpayment. In the event Tenant discovers an error charged to the Tenant, and the nature of such error is such that it is likely that a similar error existed in prior years during the Term, Tenant shall

have the right to review Landlord's books and records relating to such error for all prior years and shall be entitled to credit from the Landlord as provided in this section if Tenant's review reveals that such error existed in prior years. If the audit reveals that Tenant was undercharged, then within thirty (30) days after the results of the audit are made available to Tenant, Tenant shall reimburse Landlord the amount of such undercharge. Subject to the preceding sentence, if Tenant does not notify Landlord of its election to exercise its right to examine and audit Landlord's books and records within ninety (90) days after receipt of a bill, invoice or statement, Tenant shall have no further right to challenge such expenses or costs. Tenant's and Landlord's rights in this section shall survive the expiration or earlier termination of this Lease.

g. **Cap on Reimbursements.** Notwithstanding anything in this Lease to the contrary, Operating Expenses shall not exceed \$1,336,800.00 (the "Reimbursement Cap") for the first full calendar year of the term. On January 1, 2024, and each anniversary thereafter, the Reimbursement Cap shall increase by the cumulative percentage increase in the CPI (as defined below) since January 1 of the prior year (the "CPI Adjusted Rate"). As used herein, the term "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series), All Items, Boston-Brockton-Nashua, MA-NH-ME-CT (1982-84=100) as issued by the U.S. Department of Labor, Bureau of Labor Statistics (the "Department of Labor"). If the Department of Labor ceases to issue the CPI, the Landlord may reasonably select a substitute index or measure of cost of living to calculate the appropriate cost of living increase. For purposes of determining the CPI Adjusted Rate, the cumulative percentage increase in the CPI shall be calculated on the basis of the most recent CPI figure made available by the Department of Labor at such adjustment date, which calculation shall be updated once the figure for the date closest to the first day of the adjustment date becomes available.

7.2 Utilities and Services.

a. **Utilities and Services.** As used in this Lease, "**Premises Utilities Costs**" shall mean all actual charges for utilities for the Premises of any kind, including but not limited to water, sewer and electricity, telecommunications and cable service, and the costs of heating, ventilating and air conditioning and other utilities as well as related fees, assessments and surcharges due and payable to the providers of such utilities services. Tenant shall contract directly for all utilities services for the Premises and shall pay all Premises Utilities Costs directly to the various utility service providers providing such utility services to the Premises. Tenant shall reimburse Landlord within thirty (30) days of billing for any utility charges and/or water tariffs which are charged to Landlord by local utility companies. Landlord will notify Tenant of any such charges as soon as they become known.

b. **Maintenance/Janitorial/Service Contracts.** All cleaning and janitorial services, including regular removal of trash and debris, for the Premises shall be performed and obtained, at Tenant's sole cost and expense, exclusively by or through Tenant or Tenant's janitorial contractors. Tenant shall, at its sole cost and expense, enter into a regularly scheduled quarterly preventive maintenance/service contract with a maintenance contractor to service, all hot water, heating and air conditioning systems and equipment ("HVAC") within the Premises, including, without limitation, any rooftop package HVAC units, distribution lines and internal venting systems in accordance with current ASHRAE Standards. Tenant shall maintain and repair the HVAC units and systems as required during the Term, and provided that Tenant maintains the

HVAC units and systems as required in this section, Landlord, subject to reimbursement pursuant to Section 7.1(b)(vi), shall be responsible to replace all HVAC units as required and determined by Landlord's HVAC contractor during the Term. As used herein, "ASHRAE Standards" shall mean those standards established by the American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE) and Air Conditioning Contractors of America (ACCA) Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems, ANSI/ASHRAE/ACCA Standard 180-2008, as the same may be amended from time to time. All maintenance/service contracts shall include all services recommended by the equipment manufacturer within the operation/maintenance manual and all services required to conform and maintain the HVAC in compliance with current ASHRAE Standards.

c. The term "Utilities Costs" shall mean and refer to the cost of all utilities for the Common Areas which are paid for by Landlord and included in Operating Expenses. Tenant reserves the right to have submetering installed at Tenant's sole cost and expense.

7.3 Taxes. As used in this Lease, the term "Taxes" means: Tenant's Pro Rata Share (defined below) of all real property taxes and assessments, possessory interest taxes, sales taxes, personal property taxes, business or license taxes or fees, gross receipts taxes, license or use fees, excises, transit charges, and other impositions of any kind (including fees "in-lieu" or in substitution of any such tax or assessment) which are now or hereafter assessed, levied, charged or imposed by any public authority, and any and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in attempting to protest, reduce or minimize the same. Taxes shall not include inheritance or estate taxes imposed upon or assessed against the interest of Landlord, gift taxes, excess profit taxes, franchise taxes, or similar taxes on Landlord's business or any other taxes computed upon the basis of the net income of Landlord. If it shall not be lawful for Tenant to reimburse Landlord for any such Taxes, then the Monthly Base Rent payable to Landlord under this Lease shall be increased by an amount equal to any such Taxes. Tenant shall pay for or contribute to Taxes as part of Operating Expenses. Notwithstanding anything herein to the contrary, Tenant shall be liable for all taxes levied or assessed against personal property, furniture, fixtures, alterations, additions or improvements placed by or for Tenant in the Premises. Furthermore, Tenant shall pay prior to delinquency any (i) rent tax or sales tax, service tax, transfer tax or value added tax, or any other applicable tax on the rent or services provided herein or otherwise respecting this Lease, (ii) taxes assessed upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion of the Site; or (iii) taxes assessed upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises, provided, however, that Tenant shall not be responsible for Landlord's share of the New Hampshire real estate transfer tax imposed by RSA Chapter 78-B in any purchase by Tenant of the Option Property, as that term is defined in Section 28 hereof.

Tenant's Pro Rata Share for the purposes of this Section 7.3 shall mean: all of the Taxes assessed against the Building and Shed, and any other improvements located on the Premises; Tenant's Percentage of Taxes assessed against the Common Areas; and 18.8% of Taxes assessed against the land of the South Lot.

7.4 Insurance Costs. As used in this Lease, "Insurance Costs" means the cost of insurance obtained by Landlord pursuant to Article 15 (including self-insured amounts and

deductibles, if any). Tenant shall pay for or contribute to Insurance Costs as part of Operating Expenses.

7.5 Interruption of Utilities. Landlord shall have no liability to Tenant for any interruption in utilities or services to be provided to the Premises when such failure is caused by all or any of the following: (a) accident, breakage or repairs; (b) strikes, lockouts or other labor disturbances or labor disputes of any such character; (c) governmental regulation, moratorium or other governmental action; (d) inability, despite the exercise of reasonable diligence, to obtain electricity, water or fuel; (e) service interruptions or any other unavailability of utilities resulting from causes beyond Landlord's control including without limitation, any electrical power "brown-out" or "black-out"; or (f) any other cause beyond Landlord's reasonable control. In addition, in the event of any such interruption in utilities or services, Tenant shall not be entitled to any abatement or reduction of Rent (except as expressly provided in Articles 17 and 18 if such failure is a result of any casualty damage or taking described therein), no eviction of Tenant shall result, and Tenant shall not be relieved from the performance of any covenant or agreement in this Lease. In the event of any stoppage or interruption of services or utilities which are not obtained directly by Tenant, Landlord shall diligently attempt to resume such services or utilities as promptly as practicable.

ARTICLE 8 - MAINTENANCE AND REPAIR

8.1 Landlord's Repair Obligations. In addition to any repair obligations of Landlord set forth elsewhere in this Lease, Landlord, as part of the Operating Expenses, shall repair, maintain and replace as necessary, the foundation and structural elements of the Building (including structural load bearing walls and roof structure), and utility meters, electrical lines, pipes and conduits serving the Building; provided, however, to the extent such maintenance, repairs or replacements are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's Parties, Tenant shall pay to Landlord, as Additional Rent, the costs of such maintenance, repairs and replacements. In addition, subject to Sections 17.1 and 17.2 of the Standard Lease Provisions, Landlord shall, as part of the Operating Expenses, repair, maintain and replace, as necessary (a) any utility systems, including fire and life safety systems, which service both the Building and the North Building, (b) the exterior of the Building including, without limitation, the exterior walls, windows, and doors of the Building, roof of the Building, and (c) the Common Areas including the landscape sprinkler systems and lighting, if any; provided, however, to the extent such maintenance, repairs or replacements are required as a result of any act, neglect, fault or omission of Tenant or any of Tenant's Parties, Tenant shall pay to Landlord, as Additional Rent, within thirty (30) days after demand, the costs of such maintenance, repairs and replacements. Landlord shall not be liable to Tenant for failure to perform any such maintenance, repairs or replacements, unless Landlord shall fail to make such maintenance, repairs or replacements and such failure shall continue for an unreasonable time following written notice from Tenant to Landlord of the need therefor. Landlord does not provide any type of security services to the Premises or the Building, and in no event shall Landlord be liable or responsible for (or suffer any reduction in any rent on account of) any failure to provide security services or for any damage or injury to person or property resulting from not providing such security services. Notwithstanding anything to the contrary in this Lease, in the event that any provision of this Lease requires Tenant's approval prior to Landlord performing any work or charging Tenant therefor,

Landlord shall have no obligation to perform such work or incur such expenses unless and until approved by Tenant.

8.2 Landlord's Interruption of Tenant Operations. Except in the event of an emergency, Landlord agrees to provide Tenant with reasonable notice of any future repair, maintenance, improvements, or other activities by Landlord that may reasonably be anticipated to interfere with Tenant's daily operations of the Premises. Landlord and Tenant shall make a good faith attempt to develop a reasonable plan to limit disruption to Tenant operations prior to Landlord undertaking the work.

8.3 Tenant's Repair Obligations. Except for Landlord's obligations specifically set forth elsewhere in this Lease and in Section 8.1 above, Tenant shall at all times and at Tenant's sole cost and expense, keep, maintain, clean, repair, preserve and replace, as necessary, the interior of the Building and all parts thereof including, without limitation, all Alterations, and all furniture, fixtures and equipment, including, without limitation, all computer, telephone and data cabling and equipment, plumbing, HVAC equipment, Building security, fire and life safety systems, electrical, lighting facilities, boilers, pressure vessels, interior walls, interior surfaces of exterior walls, ceilings, flooring, windows (interior and exterior), doors, plate glass and skylights, Tenant's signs, if any, door locks, closing devices, security devices, interior of windows, window sashes, casements and frames, floors and floor coverings, shelving, kitchen, restroom facilities and/or appliances of any kind located within the Premises, if any, custom lighting, and any additions and other property located within the Premises, so as to keep all of the foregoing elements of the Premises in good condition and repair, reasonable wear and tear and casualty damage excepted. Tenant shall replace, at its expense, any and all plate and other glass in and about the Premises which is damaged or broken from any cause whatsoever except due to the negligence or willful misconduct of Landlord, its agents or employees. Such maintenance and repairs shall be performed with due diligence, lien-free and in a first-class and workmanlike manner, by licensed contractor(s). If Tenant refuses or neglects to repair and maintain the Premises properly as required hereunder to the reasonable satisfaction of Landlord, then at any time following thirty (30) days from the date on which Landlord makes a written demand on Tenant to effect such repair and maintenance, Landlord may enter upon the Premises and make such repairs and/or maintenance, and upon completion thereof, Tenant agrees to pay to Landlord as Additional Rent, Landlord's costs for making such repairs plus an amount not to exceed ten percent (10%) of such costs for overhead, within thirty (30) days after receipt from Landlord of a written itemized bill therefor

8.4 Landlord and Tenant Repair and Maintenance Obligations Prior to Substantial Completion. During the period between the Effective Date and Substantial Completion, Landlord is solely responsible for performing the repair and maintenance obligations of both Landlord and Tenant as set forth in Sections 7.2(b), 8.1, and 8.3. Costs incurred by Landlord for performing Tenant's obligations pursuant to Sections 7.2.(b) and 8.3 may be periodically invoiced by Landlord to Tenant for reimbursement as part of Operating Expenses. Upon Substantial Completion, Landlord shall only be obligated to perform the repair obligations as set forth in Section 8.1 and elsewhere in this Lease, and Tenant shall only be obligated to perform the repair obligations as set forth in Section 8.3 and elsewhere in this Lease. Nothing herein shall be construed to allow Landlord to charge Tenant as Operating Expenses under this section for any portion of Landlord's Work, including but not limited to costs associated with project closeout and preparing the Premises for occupancy.

ARTICLE 9 - USE

Tenant shall procure, at its sole cost and expense, any and all permits required by applicable Law for Tenant's use and occupancy of the Premises. Tenant shall use the Premises solely for the Permitted Use specified in the Summary, and shall not use or permit the Premises to be used for any other use or purpose whatsoever without Landlord's prior written approval, which approval shall be in Landlord's sole discretion. Tenant shall observe and comply with all reasonable non-discriminatory rules and regulations from time to time put into effect and furnished to Tenant by Landlord. Landlord shall endeavor to enforce the rules and regulations, but shall have no liability to Tenant for the violation or non-performance by any other tenant or occupant of any such rules and regulations. Tenant shall, at its sole cost and expense, observe and comply with all Laws and all requirements of any board of fire underwriters or similar body relating to the Premises now or hereafter in force relating to or affecting the condition, use, occupancy, alteration or improvement of the Premises (whether, except as otherwise provided herein, structural or nonstructural, including unforeseen and/or extraordinary alterations and/or improvements to the Premises and regardless of the period of time remaining in the Term) and Tenant shall be responsible for any required ADA improvements to the Site mandated or triggered as a result of any tenant improvements to the Premises or Tenant's use. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or reasonably objectionable purpose. Tenant shall not do or permit to be done anything that will obstruct or interfere with the rights of other tenants or occupants of the Site, if any, or injure or annoy them. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises or the Site, nor commit or suffer to be committed any waste in, on or about the Premises.

ARTICLE 10 - HAZARDOUS MATERIALS

10.1 **Generally.** As used in this Lease, the term "**Environmental Law(s)**" means any past, present or future federal, state or local Law relating to (a) the environment, human health or safety, including, without limitation, emissions, discharges, releases or threatened releases of Hazardous Materials (as defined below) into the environment (including, without limitation, air, surface water, groundwater or land), or (b) the manufacture, generation, refining, processing, distribution, use, sale, treatment, receipt, storage, disposal, transport, arranging for transport, or handling of Hazardous Materials. As used in this Lease, the term "**Hazardous Materials**" means and includes any hazardous or toxic materials, substances or wastes as now or hereafter designated or regulated under any Environmental Laws including, without limitation, asbestos, petroleum, petroleum hydrocarbons and petroleum-based products, urea formaldehyde foam insulation, adhesives, polychlorinated biphenyls ("**PCBs**"), and freon and other chlorofluorocarbons. Except for ordinary and general office supplies, such as copier toner, liquid paper, glue, ink and common household cleaning materials, and motor vehicle fuel stored in fuel tanks of motor vehicles used on site in compliance with all Environmental Laws (some or all of which may constitute Hazardous Materials), Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises, or any other portion of the Site by Tenant, its agents, officers, directors, shareholders, members, managers, partners, employees, subtenants, assignees, licensees, contractors or invitees (collectively, "**Tenant's Parties**"), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Upon the expiration or earlier

termination of this Lease, Tenant agrees to promptly remove from the Premises, and the Site, at its sole cost and expense, any and all Hazardous Materials which were brought upon, stored, used, handled, generated, released or disposed of on, in, under or about the Premises or any other portion of the Site by Tenant or any of Tenant's Parties, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in, under or about the Premises, and/or the Site or any portion thereof by Tenant or any of Tenant's Parties. The provisions of this Article 10 will survive the expiration or earlier termination of this Lease. Tenant shall give Landlord written notice of any evidence of Mold, water leaks or water infiltration in the Premises promptly upon discovery of same. At its expense, Tenant shall investigate, clean up and remediate any Mold in the Premises. Investigation, clean up and remediation may be performed only after Tenant has Landlord's written approval of a plan for such remediation. All clean up and remediation shall be done in compliance with all applicable Laws and to the reasonable satisfaction of Landlord. As used in this Lease, "Mold" means mold, fungi, spores, microbial matter, mycotoxins and microbiological organic compounds.

ARTICLE 11 - Intentionally Omitted

ARTICLE 12 - TENANT SIGNS

12.1 **Exterior Signage.** Exterior signage may be available to Tenant upon consent from the Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Tenant shall be responsible for all applicable municipal permitting and approvals for such signage. Such signage shall be maintained and repaired at Tenant's sole cost and expense. At the end of the Term, it shall be Tenant's duty to remove the exterior signage and to return the Premises to its former condition. Landlord shall have the duty to reasonably cooperate with Tenant and its professionals at Tenant's sole cost and expense in efforts to obtain and maintain any and all permits, licenses and approvals and the like for the signs and shall sign any and all documents and forms reasonably required to be signed by it as landowner for these purposes.

ARTICLE 13 - ALTERATIONS

13.1 **Alterations.** The Tenant may, at its own expense, make any alterations, additions or improvements to the Premises ("Alteration(s)"); provided that the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld. All Alterations shall be performed: (i) in accordance with the approved plans, specifications and working drawings, if any; (ii) lien-free and in a first-class workmanlike manner; (iii) in compliance with all applicable building codes and Laws; (iv) in such a manner so as not to impose any additional expense upon nor delay Landlord in the maintenance and operation of the Building or Site; and (v) by proper State employees employed and trained for such work, or by licensed and bondable contractors, subcontractors and vendors. Tenant shall pay to Landlord, within thirty (30) days after written demand, the costs of any increased insurance premiums incurred by Landlord to include such Alterations in the causes of loss – special form property insurance obtained by Landlord pursuant to this Lease, if Landlord elects in writing to insure such Alterations; provided, however, that Landlord shall not be required to include the Alterations under such insurance.

Tenant shall pay to Landlord, as Additional Rent, the reasonable costs of Landlord's engineers and other consultants for review of all plans, specifications and working drawings for the Alterations, within thirty (30) business days after Tenant's receipt of invoices either from Landlord or such consultants.

In the event Alterations are performed on behalf of Tenant by independent contractors, subcontractors, or vendors, Tenant shall cause its contractors to obtain workers compensation insurance and commercial general liability insurance in compliance with the insurance provisions of this Lease.

13.2 Removal of Alterations. All Alterations and the initial Fit-Up Work in the Premises (whether installed or paid for by Landlord or Tenant), shall become the property of Landlord and shall remain upon and be surrendered with the Premises at the end of the Term; provided, however, Landlord may, by written notice delivered to Tenant within thirty (30) days after Landlord's receipt of plans for any Alterations identify those Alterations which Landlord shall require Tenant to remove at the end of the Term. If Landlord requires Tenant to remove any such Alterations, Tenant shall, at its sole cost, remove the identified items on or before the expiration or sooner termination of this Lease and repair any damage to the Premises caused by such removal to its original condition. In the event Tenant fails to perform such removal, Tenant shall pay to Landlord all of Landlord's reasonable costs of such removal and repair.

13.3 Liens. Tenant shall not permit any mechanic's, materialmen's or other liens to be filed against all or any part of the Site or the Premises, nor against Tenant's leasehold interest in the Premises, by reason of or in connection with any repairs, alterations, improvements or other work contracted for or undertaken by Tenant or any of Tenant's Parties. If any such liens are filed, Tenant shall, at its sole cost, immediately cause such liens to be released of record or bonded so that such lien(s) no longer affect(s) title to the Site or the Premises. If Tenant fails to cause any such lien to be released or bonded within ten (10) days after filing thereof, Landlord may cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien, and Tenant shall reimburse Landlord within thirty (30) business days after receipt of invoice from Landlord, any sum paid by Landlord to remove such liens.

ARTICLE 14 - TENANT'S INSURANCE

14.1 Tenant's Insurance. On or before the earlier of the Commencement Date or the date Tenant commences or causes to be commenced any work of any type in the Premises, and continuing during the entire Term, Tenant shall obtain and keep in full force and effect, the insurance with limits of coverage as set forth in Section 1.16 of the Summary:

14.2 Requirements. Each policy required to be obtained by Tenant hereunder shall: (a) be issued by insurers which are approved by Landlord and/or Landlord's Mortgagees and are authorized to do business in the state in which the Building is located and rated not less than Financial Size X, and with a Financial Strength rating of A in the most recent version of Best's Key Rating Guide (provided that, in any event, the same insurance company shall provide the coverages described in Sections 14.1.a. and 14.1.g. above); (b) be in form reasonably satisfactory from time to time to Landlord; (c) name Tenant as named insured thereunder and shall name Landlord and, at Landlord's request, such other persons or entities of which Tenant has been

informed in writing, as additional insureds thereunder, all as their respective interests may appear; (d) not have a deductible amount exceeding Five Thousand Dollars (\$5,000.00), which deductible amount shall be deemed self-insured with full waiver of subrogation; (e) specifically provide that the insurance afforded by such policy for the benefit of Landlord and any other additional insureds shall be primary, and any insurance carried by Landlord or any other additional insureds shall be excess and non-contributing; (f) contain an endorsement that the insurer waives its right to subrogation; (g) require the insurer to notify Landlord and any other additional insureds in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation or other termination thereof; (h) contain a cross liability or severability of interest endorsement; and (i) be in amounts sufficient at all times to satisfy any coinsurance requirements thereof. Tenant agrees to deliver to Landlord, as soon as practicable after the placing of the required insurance, but in no event later than the date Tenant is required to obtain such insurance as set forth in Section 14.1 above, certificates from the insurance company evidencing the existence of such insurance and Tenant's compliance with the foregoing provisions of this Article 14. Tenant shall cause replacement certificates to be delivered to Landlord not less than ten (10) days prior to the expiration of any such policy or policies. If any such initial or replacement certificates are not furnished within the time(s) specified herein, Landlord shall have the right, but not the obligation, to procure such policies and certificates at Tenant's expense.

14.3 Effect on Insurance. Tenant shall not do or permit to be done anything which will (a) violate or invalidate any insurance policy or coverage maintained by Landlord or Tenant hereunder, or (b) increase the costs of any insurance policy maintained by Landlord. If Tenant's occupancy or conduct of its business in or on the Premises results in any increase in premiums for any insurance carried by Landlord with respect to the Building or the Site, Tenant shall either discontinue the activities affecting the insurance or pay such increase as Additional Rent within thirty (30) days after being billed therefor by Landlord. If any insurance coverage carried by Landlord pursuant to this Lease or otherwise with respect to the Building or the Site shall be cancelled or reduced (or cancellation or reduction thereof shall be threatened) by reason of the use or occupancy of the Premises other than as allowed by the Permitted Use by Tenant or by anyone permitted by Tenant to be upon the Premises, and if Tenant fails to remedy such condition within five (5) business days after notice thereof, Tenant shall be deemed to be in default under this Lease and Landlord shall have all remedies provided in this Lease, at law or in equity, including, without limitation, the right (but not the obligation) to enter upon the Premises and attempt to remedy such condition at Tenant's cost.

14.4 Self-Insurance. Notwithstanding anything in this Section 14 or Section 1.16 of the Summary to the contrary, the State of New Hampshire shall be permitted to self-insure under the State's customary self-insurance program and shall not be required to maintain policies with the limits of coverage set forth in Section 1.10 of the Summary or Sections 14.1 or 14.2. Such self-insurance shall not be construed as a waiver of the Tenant's sovereign immunity. In the event Tenant waives its self-insurance and elects to obtain an insurance policy during the Term, said policy shall be procured in accordance with RSA 9:27.

ARTICLE 15 - LANDLORD'S INSURANCE

During the Term, Landlord shall maintain property insurance written on a Special Form (formerly known as "all risk") basis covering the South Lot and Building as improved by Fit-Up Work (excluding, however, Tenant's furniture, equipment and other personal property and Alterations, unless Landlord otherwise elects to insure the Alterations pursuant to Section 13.1 above) against damage by fire and standard extended coverage perils and with vandalism and malicious mischief endorsements, rental loss coverage, at Landlord's option, earthquake damage coverage, and such additional coverage as Landlord deems appropriate. Landlord shall also carry commercial general liability in such reasonable amounts and with such reasonable deductibles as would be carried by a prudent owner of a similar building in the state in which the Building is located. Said general liability coverage shall not be in an amount less than one million dollars (\$1,000,000) per occurrence and not less than two million dollars (\$2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million dollars (\$1,000,000). At Landlord's option, all such insurance may be carried under any blanket or umbrella policies that Landlord has in force for other buildings and projects. Landlord may, but shall not be obligated to carry any other form or forms of insurance as Landlord or the Mortgagees or ground lessors of Landlord may reasonably determine is advisable. The cost of insurance obtained by Landlord pursuant to this Article 15 (including self-insured amounts and deductibles, but excluding Landlord's commercial general liability insurance) shall be included in Insurance Costs, provided, however, Tenant shall not be responsible for Insurance Costs that are commercially unreasonable or for coverage that is excessive compared to the risks so insured. Tenant shall be entitled to a full annual accounting of all estimated and actual Insurance Costs, respectively, as part of the Estimated and Actual Statements.

ARTICLE 16 - EXCULPATION

16.1 **Tenant's Assumption of Risk and Waiver.** Except to the extent such matter is not covered by the insurance required to be maintained by Tenant under this Lease and/or except to the extent such matter is attributable to the gross negligence or willful misconduct of Landlord or Landlord's agents, contractors or employees, Landlord shall not be liable to Tenant, or any of Tenant's Parties for: (i) any damage to property of Tenant, or of others, located in, on or about the Premises, (ii) the loss of or damage to any property of Tenant or of others by theft or otherwise, (iii) any injury or damage to persons or property resulting from fire, explosion, falling ceiling tiles masonry, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliance of plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, (iv) any such damage caused by other tenants or persons in the Premises, occupants of any other portions of the Site, or the public, or caused by operations in construction of any private, public or quasi-public work, or (v) any interruption of utilities and services. Landlord shall in no event be liable to Tenant or any other person for any consequential damages, special or punitive damages, or for loss of business, revenue, income or profits and Tenant hereby waives any and all claims for any such damages. Notwithstanding anything to the contrary contained in this Section 16.1, all property of Tenant and Tenant's Parties kept or stored on the Premises, whether leased or owned by any such parties, shall be so kept or stored at the sole risk of Tenant. Landlord or its agents shall not be liable for interference with light or other intangible rights.

ARTICLE 17 - CASUALTY DAMAGE/DESTRUCTION

17.1 Landlord's Rights and Obligations. If the Premises is damaged by fire or other casualty not caused by the negligence or willful misconduct of Tenant ("Casualty") to an extent not exceeding twenty-five percent (25%) of the full replacement cost thereof, and Landlord's contractor estimates in writing delivered to the parties that the damage thereto is such that the Premises may be repaired, reconstructed or restored to substantially its condition immediately prior to such damage within one hundred twenty (120) days from the date of such Casualty, and Landlord will receive insurance proceeds sufficient to cover the costs of such repairs, reconstruction and restoration (including proceeds from Tenant and/or Tenant's insurance which Tenant is required to deliver to Landlord pursuant to this Lease), then Landlord shall commence and proceed diligently with the work of repair, reconstruction and restoration and this Lease shall continue in full force and effect. If, however, the Premises is damaged to an extent exceeding twenty-five percent (25%) of the full replacement cost thereof, or Landlord's contractor estimates that such work of repair, reconstruction and restoration will require longer than one hundred twenty (120) days to complete from the date of Casualty, or Landlord will not receive insurance proceeds (and/or proceeds from Tenant, as applicable) sufficient to cover the costs of such repairs, reconstruction and restoration, then Landlord may elect to either: (a) repair, reconstruct and restore the portion of the Premises damaged by such Casualty (including the Alterations that Landlord elects to insure pursuant to Section 13.1), in which case this Lease shall continue in full force and effect; or (b) terminate this Lease effective as of the date which is thirty (30) days after Tenant's receipt of Landlord's election to so terminate. Under any of the conditions of this Section 17.1, Landlord shall give written notice to Tenant of its intention to repair or terminate within the later of sixty (60) days after the occurrence of such Casualty, or fifteen (15) days after Landlord's receipt of the estimate from Landlord's contractor or, as applicable, thirty (30) days after Landlord receives approval from Landlord's Mortgagee to rebuild.

17.2 Tenant's Costs and Insurance Proceeds. In the event of any damage or destruction of all or any part of the Premises, Tenant shall immediately notify Landlord thereof. Tenant shall be deemed to have self-insured the replacement cost of such Alterations, and upon any damage or destruction thereto, Tenant shall immediately pay to Landlord the full replacement cost of such items, less any insurance proceeds actually received by Landlord from Landlord's or Tenant's insurance with respect to such items.

17.3 Abatement of Rent. If as a result of any such damage, repair, reconstruction and/or restoration of the Premises, Tenant is prevented from using, and does not use, the Premises or any portion thereof, then Rent shall be abated or reduced, as the case may be, during the period that Tenant continues to be so prevented from using and does not use the Premises or portion thereof, in the proportion that the rentable square feet of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable square feet of the Premises, but only to the extent of the proceeds that Landlord receives from the rental loss insurance maintained by Landlord, from the date of the damage until the Premises is restored. Notwithstanding the foregoing to the contrary, if the damage is due to the negligence or willful misconduct of Tenant or any of Tenant's Parties, there shall be no abatement of Rent. Except for abatement of Rent as provided hereinabove, Tenant shall not be entitled to any compensation or damages for loss of, or

interference with, Tenant's business or use or access of all or any part of the Premises resulting from any such damage, repair, reconstruction or restoration.

17.4 Inability to Complete. Notwithstanding anything to the contrary contained in this Article 17, if Landlord is obligated or elects to repair, reconstruct and/or restore the damaged portion of the Premises pursuant to Section 17.1 above, but is delayed from completing such repair, reconstruction and/or restoration beyond the date which is six (6) months after the date estimated by Landlord's contractor for completion thereof pursuant to Section 17.1, by reason of any causes beyond the reasonable control of Landlord (including, without limitation, delays due to Force Majeure, and delays caused by Tenant or any of Tenant's Parties), then Landlord may elect to terminate this Lease upon thirty (30) days' prior written notice to Tenant.

17.5 Damage Near End of Term. In addition to its termination rights in Sections 17.1 and 17.4 above, Landlord shall have the right to terminate this Lease if any damage to the Premises occurs during the last twelve (12) months of the Term and Landlord's contractor estimates in writing delivered to the parties that the repair, reconstruction or restoration of such damage cannot be completed within the earlier of (a) the scheduled expiration date of the Term, or (b) sixty (60) days after the date of such Casualty.

ARTICLE 18 - CONDEMNATION

18.1 Substantial or Partial Taking. Either party may terminate this Lease if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or deed in lieu thereof (a "Taking"). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Premises which would have a material adverse effect on Landlord's ability to profitably operate the remainder of the Site. The terminating party shall provide written notice of termination to the other party within forty-five (45) days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Rent and other sums due under this Lease shall be appropriately adjusted to account for any reduction in the square footage of the Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds are expressly waived by Tenant, provided, however, Landlord shall apply such compensation or proceeds to any remaining balance of the amortized Financed Costs in an amount proportionate to the fair market value of the area taken. Tenant may file a separate claim for Tenant's property and Tenant's reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord's award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence and at Landlord's sole expense, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking.

ARTICLE 19 - WAIVER OF CLAIMS; WAIVER OF SUBROGATION

19.1 Waiver of Subrogation. Each of Landlord and Tenant, for itself and anyone claiming under or through it, hereby waive any claims against the other for any loss to the Building, the Premises, or any other personal property caused by any risk insured against under any insurance

policy carried by either party or required to be carried by either party under this lease, even if that loss or damage is caused by the negligence of the other party or its agents, employees, or invitees.

ARTICLE 20 - ASSIGNMENT AND SUBLETTING

20.1 Restriction on Transfer. Tenant shall not assign, mortgage, pledge, or otherwise transfer or encumber this Lease or any interest therein, either voluntarily or by operation of law or otherwise, or sublet the whole or any part of the Premises, or permit occupancy by anyone else, without obtaining on each occasion Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. Landlord shall have the right to refuse consent to any proposed assignment, mortgage, pledge or other transfer or encumbrance of this Lease or any interest herein, or to any proposed subletting, where Tenant is in default and any applicable grace period has expired. Notwithstanding the foregoing, Landlord pre-approves the occupation of the Premises or any portion thereof by any agency, public body, or branch of the State of New Hampshire, all of them being part of the same Tenant entity. Tenant agrees to notify Landlord of any changes among Tenant's agencies or branches of government that occupy the Premises at least thirty (30) days prior to such occupancy. Any other attempted assignment, transfer, mortgage, pledge, grant of security interest, sublease or other encumbrance, except as permitted by this Section 20.1, shall be void.

ARTICLE 21 - SURRENDER AND HOLDING OVER

21.1 Surrender of Premises. Upon the expiration or sooner termination of this Lease, Tenant shall surrender all keys for the Premises and exclusive possession of the Premises to Landlord broom clean and in good condition and repair, reasonable wear and tear excepted (and casualty damage excepted), with all of Tenant's personal property, electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant (to be removed in accordance with the National Electric Code and other applicable Laws) and those items, if any, of Alterations identified by Landlord pursuant to Section 13.2, removed therefrom and all damage caused by such removal repaired. If Tenant fails to remove by the expiration or sooner termination of this Lease all of its personal property and Alterations identified by Landlord for removal pursuant to Section 13.2, Landlord may, (without liability to Tenant for loss thereof), at Tenant's sole cost and in addition to Landlord's other rights and remedies under this Lease, at law or in equity: (a) remove and store such items in accordance with applicable Law; and/or (b) upon ten (10) days' prior notice to Tenant, sell all or any such items at private or public sale for such price as Landlord may obtain as permitted under applicable Law. Landlord shall apply the proceeds of any such sale to any amounts due to Landlord under this Lease from Tenant (including Landlord's attorneys' fees and other costs incurred in the removal, storage and/or sale of such items), with any remainder to be paid to Tenant.

21.2 Holding Over. Tenant will not be permitted to hold over possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. If Tenant holds over after the expiration or earlier termination of the Term with or without the express written consent of Landlord, then, in addition to all other remedies available to Landlord, Tenant shall become a tenant at sufferance only, upon the terms and conditions set forth in this Lease so far as

applicable (including Tenant's obligation to pay all Additional Rent under this Lease), but at a Monthly Base Rent equal to one hundred fifty percent (150%) of the Monthly Base Rent applicable to the Premises immediately prior to the date of such expiration or earlier termination. Any such holdover Rent shall be paid on a per month basis without reduction for partial months during the holdover. Acceptance by Landlord of Rent after such expiration or earlier termination shall not constitute consent to a hold over hereunder or result in an extension of this Lease. This Section 21.2 shall not be construed to create any express or implied right to holdover beyond the expiration of the Term or any extension thereof. The foregoing provisions of this Section 21.2 are in addition to, and do not affect, Landlord's right of re-entry or any other rights of Landlord hereunder or otherwise at law or in equity.

ARTICLE 22 - DEFAULTS

22.1 Tenant's Default. The occurrence of any one or more of the following events shall constitute a "Default" under this Lease by Tenant:

a. the failure by Tenant to make any payment of Rent, Additional Rent or any other payment required to be made by Tenant hereunder, when due, and such failure continues for five (5) days after Tenant's receipt of notice from Landlord for such failure, provided, however, that for any non-recurring payment obligation, Tenant shall have a thirty (30) day grace period from the date due;

b. the failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in Sections 22.1(a) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that it may be cured but more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said thirty (30) day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than sixty (60) days from the date of such notice from Landlord;

c. A general assignment by Tenant for the benefit of creditors;

d. The filing of a voluntary petition in bankruptcy by Tenant, the filing by Tenant of a voluntary petition for an arrangement, the filing by or against Tenant or of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by the creditors of Tenant, said involuntary petition remaining undischarged for a period of sixty (60) days;

e. Receivership, attachment, or other judicial seizure of substantially all of Tenant's assets on the Premises, such attachment or other seizure remaining undismissed or undischarged for a period of thirty (30) days after the levy thereof;

f. Death or disability of Tenant, if Tenant is a natural person, or the failure by Tenant to maintain its legal existence, if Tenant is a corporation, partnership, limited liability company, trust or other legal entity.

Any notice sent by Landlord to Tenant pursuant to this Section 22.1 shall be in lieu of, and not in addition to, any notice required under any applicable Law.

22.2 Landlord's Default. In the event Landlord shall fail to perform any covenant of Landlord or comply with any other condition imposed on Landlord under this Lease, this shall constitute a "Default" by Landlord under this Lease and Tenant may give notice in writing to Landlord specifying the nature of such default. If Landlord shall fail to cure such default within thirty (30) days after the date of such notice, or if such default is such that it cannot be reasonably cured within thirty (30) days from the date of such notice, then if Landlord shall fail to use reasonable diligence in curing such default, Tenant may take such reasonable steps as it may deem necessary to cure such default, and if any expense shall be incurred thereby, Tenant may reimburse itself therefore from the amounts due Landlord under the Lease, but only after Tenant has provided Landlord with an itemized statement of such expense and allowed Landlord ten (10) days to directly reimburse Tenant for such expense. In addition, if a Landlord Default shall have occurred and be continuing after the expiration of such notice and cure period, and such Default prevents Tenant's use and occupancy of the Premises, Tenant may terminate this Lease by giving Landlord notice of Tenant's intention to do so. Upon the fifteenth (15th) day next succeeding the giving of such notice, this Lease and the estate hereby granted shall expire and terminate on such date, all rights of Landlord and obligations of Tenant hereunder shall expire and terminate, and rent shall be apportioned as of such date and Landlord shall promptly refund to Tenant any rent theretofore paid which is allocable to the period subsequent to such date, provided, however, that if Landlord cures such default within said fifteen (15) day period, Tenant's termination notice shall be deemed null and void.

ARTICLE 23 - REMEDIES OF LANDLORD

23.1 Landlord's Remedies; Termination. In the event of any such Default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder and to re-enter the Premises and remove all persons and property from the Premises; such property may be removed, stored and/or disposed of as permitted by applicable Law. If Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant: (a) any unpaid Rent which had been earned at the time of such termination; plus (b) other losses and damages Landlord suffers as a result of Tenant's Default, including, without limitation, all Costs of Reletting (defined below), and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, expenses incurred in putting the Leased Premises in good order and preparing for re-rental; plus (c) other amounts necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which, in the ordinary course of things, would be likely to result therefrom including: any costs required to return the Premises to the condition required at the end of the Term; and removal (including the repair of any damage caused by such removal) and storage (or disposal) of Tenant's personal property, equipment, fixtures, Alterations and any other items which Tenant is required under this Lease to remove but does not remove; plus (d) all other monetary damages allowed under applicable Law.

23.2 Landlord's Remedies; Continuation of Lease; Re-Entry Rights. In the event of any such Default by Tenant, in addition to any other remedies available to Landlord under this Lease, at law or in equity, Landlord shall also have the right to (a) continue this Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, and (b) with or without terminating this Lease, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed, stored and/or disposed of as permitted by applicable Law. No re-entry or taking possession of the Premises by Landlord pursuant to this Section 23.2, and no acceptance of surrender of the Premises or other action on Landlord's part, shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. No notice from Landlord or notice given under a forcible entry and detainer statute or similar Laws will constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Notwithstanding any reletting without termination by Landlord because of any Default, Landlord may at any time after such reletting elect to terminate this Lease for any such Default. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises.

23.3 Landlord's Remedies; Alternative Damages. In lieu of calculating damages as set forth above, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) an amount equal to the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all commercially reasonable anticipated Costs of Reletting. If Landlord declares Tenant to be in default, under any circumstances, Landlord shall be entitled to receive interest on any unpaid item of Rent at a rate equal to the Interest Rate.

23.4 Landlord's Right to Perform. Except as specifically provided otherwise in this Lease, all covenants and agreements by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense and without any abatement or offset of Rent. In the event of any Default by Tenant, Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such other act as required to cure such Default on behalf of Tenant. All sums so paid by Landlord and all necessary incidental costs incurred by Landlord in performing such other acts, together with an administrative charge equal to 10% of the cost of the work performed by Landlord, shall be payable by Tenant to Landlord within thirty (30) days after demand therefor as Additional Rent.

23.5 Rights and Remedies Cumulative. All rights, options and remedies contained in this Article 23 and elsewhere in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Landlord or Tenant shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or in equity, whether or not stated in this Lease.

ARTICLE 24 - ENTRY BY LANDLORD

Landlord and its employees and agents shall at all reasonable times, upon at least 24 hours advance notice to Tenant (except in the case of an emergency) have the right to enter the Premises during regular business hours to inspect the same, to supply any service required to be provided by Landlord to Tenant under this Lease, to exhibit the Premises to prospective lenders or purchasers (or during the last year of the Term to prospective tenants), to post notices of non-responsibility, and/or to alter, improve or repair the Premises or any other portion of the Building or Site, all without being deemed guilty of or liable for any breach of Landlord's covenant of quiet enjoyment or any eviction of Tenant, and without abatement of Rent. In exercising such entry rights, Landlord shall endeavor to minimize, to the extent reasonably practicable, the interference with Tenant's business, and shall provide Tenant with reasonable advance notice (oral or written) of such entry (except in emergency situations and for scheduled services).

Under no circumstance shall Landlord be granted unattended access to secured portions of the Premises. Namely, Landlord must be accompanied by Tenant's representative on any occasion that requires access to evidence storage rooms, armories, and confidential records rooms, provided that Tenant make a representative available promptly when such access is required.

ARTICLE 25 - LIMITATION ON LANDLORD'S LIABILITY

Notwithstanding anything contained in this Lease to the contrary, the obligations of Landlord under this Lease (including as to any actual or alleged breach or default by Landlord) do not constitute personal obligations of the individual members, managers, investors, partners, directors, officers, or shareholders of Landlord or Landlord's members or partners, and Tenant shall not seek recourse against the individual members, managers, investors, partners, directors, officers, or shareholders of Landlord or Landlord's members or partners or any other persons or entities having any interest in Landlord, or any of their personal assets for satisfaction of any liability with respect to this Lease. In addition, in consideration of the benefits accruing hereunder to Tenant and notwithstanding anything contained in this Lease to the contrary, Tenant hereby covenants and agrees for itself and all of its successors and assigns that the liability of Landlord for its obligations under this Lease (including any liability as a result of any actual or alleged failure, breach or default hereunder by Landlord), shall be limited solely to, and Tenant's and its successors' and assigns' sole and exclusive remedy shall be against, Landlord's interest in the Premises, and no other assets of Landlord. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners, at the time in question, of the fee title to, or a lessee's interest in a ground lease of, the Premises. In the event of any transfer or conveyance of any such title or interest (other than a transfer for security purposes only), the transferor shall be automatically relieved of all covenants and obligations on the part of Landlord contained in this Lease provided and on condition that the transferee shall assume in writing all of the obligations of Landlord under this Lease, but only with respect to the period beginning with such transfer and ending with a subsequent transfer of the interest. Landlord and Landlord's transferees and assignees shall have the absolute right to transfer all or any portion of their respective title and interest in the Premises, the Building, the Site and/or this Lease without the consent of Tenant, and such transfer or

subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.

ARTICLE 26 - SUBORDINATION

Tenant accepts this Lease subject and subordinate to any mortgage(s), ground lease(s) or other lien(s) now or subsequently arising upon the Premises, the South Lot or the Site, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "**Mortgage**"). This clause shall be self-operative, but no later than thirty (30) days after written request from Landlord or any holder of a Mortgage (each, a "**Mortgagee**" and collectively, "**Mortgagees**"), Tenant shall execute a commercially reasonable subordination agreement. In addition, at the time of execution of this Lease, Tenant shall execute the Subordination, Nondisturbance and Attornment Agreement attached hereto as Exhibit D. As an alternative, a Mortgagee shall have the right at any time to subordinate its Mortgage to this Lease. No later than ten (10) business days after written request by Landlord or any Mortgagee, Tenant shall, without charge, attorn to any successor to Landlord's interest in this Lease. Should Tenant fail to sign and return any such documents within said ten (10) business day period, Tenant shall be in default hereunder.

ARTICLE 27 - ESTOPPEL CERTIFICATE

Within thirty (30) days following Landlord's written request, Tenant shall execute and deliver to Landlord an estoppel certificate, in a form substantially similar to the form of Exhibit E attached hereto. Any such estoppel certificate delivered pursuant to this Article 27 may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of any portion of the Site, as well as their assignees. Tenant's failure to deliver such estoppel certificate following an additional two (2) business day cure period after notice shall constitute a default hereunder. Tenant's failure to deliver such certificate within such time shall be conclusive upon Tenant that this Lease is in full force and effect, without modification except as may be represented by Landlord, that there are no uncured defaults in Landlord's performance, and that not more than one (1) month's Rent has been paid in advance.

ARTICLE 28 - PURCHASE OPTION

Provided that: (a) the Lease remains in full force and effect, and (b) Tenant has received no notice from Landlord of any event of material default by Tenant, which default remains uncured at the time of exercise of the option, in partial consideration of the Base Rent payable by Tenant hereunder, Landlord hereby grants Tenant the exclusive right and option (but not the obligation) (the "**Option**") to purchase the Premises from the Landlord for the price of Fifteen Million Dollars (\$15,000,000.00), plus an amount equal to the yet unpaid portion of amortized Financed Costs pursuant to Section 4.4(e) (subject to the Tenant's Contribution Limit) and any prepayment penalty imposed by Landlord's lender. The Shed shall be included in said Option only if Tenant exercises its Option contemporaneously with the sale of the North Building to the New Hampshire Judicial Branch pursuant to the option to purchase set forth in Article XXXIV of that certain Lease Agreement by and between Landlord, as successor to 1 Granite Place, LLC and the New Hampshire Judicial Branch dated on or about February 7, 2017. Landlord hereby

represents and warrants that it holds fee simple title to the entire Premises and upon subdivision will hold sufficient right, title, and interest in and to said Premises to be able to sell and transfer fee simple title to Tenant in accordance herewith.

If Tenant elects to exercise its Option, it shall provide written notice to Landlord (“**Option Notice**”) no earlier than August 1, 2023 and no later than July 1, 2024 (“**Option Period**”), time being of the essence. After receipt of Tenant’s Option Notice by Landlord, Landlord and Tenant shall have a reasonable opportunity to negotiate the remaining commercially reasonable terms and provisions of a purchase and sale agreement, including, without limitation, a reasonable contingency period during which Tenant may conduct due diligence regarding the Site. No such purchase and sale agreement shall be effective or binding until it has been fully executed by the Landlord (or any other title holding entities) and Tenant and authorized by the Governor and Executive Council of the State of New Hampshire. In the event that Landlord and Tenant are unable to reach agreement on commercially reasonable terms and provisions of a separate purchase and sale agreement, then either party may, in its reasonable discretion elect to not proceed with such sale.

Within five (5) days after the effective date of any purchase and sale agreement, Landlord shall, at its own expense, file a municipal application for subdivision approval, and any other necessary approvals, to create a new legal tax lot or land condominium unit comprised of the Premises. The parties acknowledge that the actual boundaries of the Premises may change slightly in connection with preparing a formal subdivision plan and obtaining any necessary approvals. In the event the nature of the subdivision approval or land condominium unit are unsatisfactory to Tenant, Tenant may, in its reasonable discretion, elect to not proceed with such sale, provided that in such event, Tenant shall be responsible to reimburse Landlord for all commercially reasonable costs and expenses incurred in connection with obtaining said subdivision approval. Said conveyance also shall include any utility line easements over Landlord’s (or its affiliates) abutting parcels as may reasonably be required to operate the Premises independently and a perpetual access easement over the existing driveway and sidewalk on the North Lot. The acquisition shall close within a time period that is mutually agreeable to both Landlord and Tenant, at which time the Landlord (and any other title holding entities) shall be obliged to deliver to Tenant a deed conveying good, marketable and insurable title to the Premises, free and clear of all liens and encumbrances, except encumbrances of record. Landlord and Tenant shall equally share in the expenses for the preparation of adequate plans, surveys, or other papers necessary to obtain subdivision approval and effectuate closing. Landlord reserves the right to require as a condition of closing that Tenant is current on all of its obligations under the Lease as of the date on which the parties are required to close. This Option may not be assigned by the Tenant except upon the written consent of the Landlord.

Notwithstanding any other provision of this lease, Landlord agrees not to sell or convey any part of the Premises to any other party before or during the Option Period unless and until Tenant fails to exercise its option by delivering the Option Notice as provided herein on or before July 1, 2024. The foregoing prohibition shall not apply to transfers to any person or entity that now or hereafter directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, Landlord. Upon receipt of any notice to, or upon initiation against, Landlord of any action to obtain possession of the Premises or any part thereof by any mortgagee of beneficiary of a deed of trust before the earlier to occur of Tenant providing the

Option Notice or July 1, 2024, Landlord agrees to seek assistance from Tenant, and Tenant may agree in its sole discretion, to aid in curing any underlying loan default and to cooperate in good faith with Tenant's reasonable ongoing efforts to purchase the Premises on terms equal to or better than those provided in this Section 28.

ARTICLE 29 - MORTGAGEE PROTECTION

If, in connection with Landlord's obtaining or entering into any financing for any portion of the Premises or Site, the lender shall request modifications to this Lease, Tenant and Landlord shall, within thirty (30) days after request therefor, execute an amendment to this Lease including such modifications, provided such modifications are reasonable, do not increase the obligations of Tenant hereunder, or adversely affect the leasehold estate created hereby or Tenant's rights hereunder, and submit such amendment or modification to the Governor and Executive Council of the State of New Hampshire. Any amendment or modification to the Lease must be in writing, executed by both of the parties to the Lease, and shall not become effective until approval by the Governor and Executive Council of the State of New Hampshire. Tenant agrees to seek such authorization without undue delay following preliminary acceptance of any such proposed amendment to the Lease. In the event of any default on the part of Landlord, Tenant will give notice by registered or certified mail to any beneficiary of a deed of trust or mortgagee covering the Premises of Landlord whose address shall have been furnished to Tenant, and shall offer such beneficiary or mortgagee a reasonable opportunity to cure the default (including with respect to any such beneficiary or mortgagee, time to obtain possession of the Premises, subject to this Lease and Tenant's rights hereunder, by power of sale or judicial foreclosure, if such should prove necessary to effect a cure).

ARTICLE 30 - QUIET ENJOYMENT

Provided that Tenant meets and performs all of its obligations under this Lease (including the payment of Rent hereunder), Landlord covenants and agrees with Tenant that Tenant shall have the exclusive right to use and occupy the Building, and the non-exclusive right to use and occupy the exterior portions of the Premise, in accordance with and subject to the terms and conditions of this Lease as against all persons claiming by, through or under Landlord. This covenant shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Premises.

ARTICLE 31 - MISCELLANEOUS PROVISIONS

31.1 **Broker.** Tenant and Landlord each represent that it has not had any dealings with any real estate broker, finder or intermediary with respect to this Lease.

31.2 **Governing Law.** This Lease shall be governed by, and construed pursuant to, the laws of the State of New Hampshire. Venue for any litigation between the parties hereto concerning this Lease or the occupancy of the Premises shall be initiated in Merrimack County within which the Premises are located. Tenant shall comply with all governmental and quasi-governmental laws, ordinances and regulations applicable to the Building, Site and/or the

Premises, and all covenants, conditions and restrictions applicable to and/or of record against the Building, Site and/or the Site (individually, a "Law" and collectively, the "Laws").

31.3 Successors and Assigns. Subject to the provisions of Article 25 above, and except as otherwise provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives and permitted successors and assigns; provided, however, no rights shall inure to the benefit of any transferee or assignee unless the transfer or assignment is made in compliance with the provisions of Article 20, and no options or other rights which are expressly made personal to the original Tenant hereunder or in any rider attached hereto shall be assignable to or exercisable by anyone other than the original Tenant under this Lease.

31.4 No Merger. The voluntary or other surrender of this Lease by Tenant or a mutual termination thereof shall not work as a merger and shall, at the option of Landlord, either (a) terminate all or any existing subleases, or (b) operate as an assignment to Landlord of Tenant's interest under any or all such subleases.

31.5 Intentionally Omitted

31.6 Waiver. The waiver by either party of any breach by the other party of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant and condition herein contained, nor shall any custom or practice which may become established between the parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of any party to insist upon the performance by the other in strict accordance with said terms. No waiver of any default of either party hereunder shall be implied from any acceptance by Landlord or delivery by Tenant (as the case may be) of any Rent or other payments due hereunder or any omission by the non-defaulting party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect defaults other than as specified in said waiver.

31.7 Terms and Headings. The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. 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. Words used in any gender include other genders. The Article and Section headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof. The terms "Article" and "Section" may be used interchangeably herein. Any deletion of language from this Lease prior to its execution by Landlord and Tenant shall not be construed to raise any presumption, canon of construction or implication, including, without limitation, any implication that the parties intended thereby to state the converse of the deleted language. The parties hereto acknowledge and agree that each has participated in the negotiation and drafting of this Lease; therefore, in the event of an ambiguity in, or dispute regarding the interpretation of, this Lease, the interpretation of this Lease shall not be resolved by any rule of interpretation providing for interpretation against the party who caused the uncertainty to exist or against the draftsman.

31.8 Time. Time is of the essence with respect to performance of every provision of this Lease in which time or performance is a factor.

31.9 Business Day. A "business day" is Monday through Friday, excluding holidays observed by the United States Postal Service and reference to 5:00 p.m. is to the time zone of the recipient. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Lease during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day.

31.10 Payments and Notices. All Rent and other sums payable by Tenant to Landlord hereunder shall be paid to Landlord at the address designated in the Summary, or to such other persons and/or at such other places as Landlord may hereafter designate in writing. Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery (including delivery by nationally recognized overnight courier or express mailing service), or by registered or certified mail, postage prepaid, return receipt requested, addressed to Tenant at the address(es) designated in the Summary, or to Landlord at the address(es) designated in the Summary. Either party may, by written notice to the other, specify a different address for notice purposes. Notice given in the foregoing manner shall be deemed given (i) upon confirmed transmission if sent by facsimile transmission, provided such transmission is prior to 5:00 p.m. on a business day (if such transmission is after 5:00 p.m. on a business day or is on a non-business day, such notice will be deemed given on the following business day), (ii) when actually received or refused by the party to whom sent if delivered by a carrier or personally served or (iii) if mailed, on the day of actual delivery or refusal as shown by the certified mail return receipt or the expiration of three (3) business days after the day of mailing, whichever first occurs.

31.11 Prior Agreements; Amendments. This Lease, including the Summary and all Exhibits attached hereto, contains all of the covenants, provisions, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and any other matter covered or mentioned in this Lease, and no prior agreement or understanding, oral or written, express or implied, pertaining to the Premises or any such other matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and approved by the Governor and Council. The parties acknowledge that all prior agreements, representations and negotiations are deemed superseded by the execution of this Lease to the extent they are not expressly incorporated herein.

31.12 Separability. The invalidity or unenforceability of any provision of this Lease shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain valid and in full force and effect to the fullest extent permitted by law.

31.13 Recording. Tenant agrees that it will not record this Lease. Both parties shall, upon the request of either (and at the expense of the requesting party), execute and deliver a notice or short form of this Lease in such form, if any, as may be acceptable for recording with the Merrimack County Registry of Deeds. In no event shall such document set forth the Rent or other charges payable by Tenant pursuant to this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the

terms and conditions of this Lease. Notwithstanding the terms contained herein, the terms of this Lease, including Rent or other charges payable, shall be governmental records subject to public review pursuant to RSA 91-A or any other applicable public records law.

31.14 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent payment herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Tenant agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by any statute or at common law.

31.15 Intentionally omitted.

31.16 No Partnership. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease.

31.17 Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium or other governmental action or inaction (including, without limitation, failure, refusal or delay in issuing permits, approvals and/or authorizations), injunction or court order, riots, insurrection, war, terrorism, bioterrorism, pandemic, fire, earthquake, inclement weather including rain, flood or other natural disaster or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability) (herein collectively, "**Force Majeure Delay(s)**"), then performance of such act shall be excused for the period of such Force Majeure Delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 31.17 shall not apply to nor operate to excuse Tenant from the payment of Monthly Base Rent, or any Additional Rent or any other payments strictly in accordance with the terms of this Lease except as provided in Section 1.14.

31.18 Counterparts. This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which shall be one and the same agreement.

31.19 Options and Rights in General. Any option (each an "**Option**" and collectively, the "**Options**"), including without limitation, any option to extend, option to terminate, option to expand, right to lease, right of first offer, and/or right of first refusal, granted to Tenant is personal to the original Tenant executing this Lease or a Permitted Transferee and may be exercised only by the original Tenant executing this Lease while occupying the entire Premises and without the intent of thereafter assigning this Lease or subletting the Premises or a Permitted Transferee and may not be exercised or be assigned, voluntarily or involuntarily, by any person or entity other than the original Tenant executing this Lease or a Permitted Transferee. The Options, if any, granted to Tenant under this Lease are not assignable separate and apart from this Lease, nor may any Option be separated from this Lease in any manner, either by reservation or otherwise. Tenant

will have no right to exercise any Option, notwithstanding any provision of the grant of option to the contrary, and Tenant's exercise of any Option may be nullified by Landlord and deemed of no further force or effect, if (i) Tenant is in default under the terms of this Lease (or if Tenant would be in such default under this Lease but for the passage of time or the giving of notice, or both) as of Tenant's exercise of the Option in question or at any time after the exercise of any such Option and prior to the commencement of the Option event, (ii) Tenant has sublet all or more than fifty percent (50%) of the Premises except pursuant to a Permitted Transfer, or (iii) Landlord has given Tenant two (2) or more notices of default, whether or not such defaults are subsequently cured, during any twelve (12) consecutive month period of this Lease. Each Option granted to Tenant, if any, is hereby deemed an economic term which Landlord, in its sole and absolute discretion, may or may not offer in conjunction with any future extensions of the Term.

31.20 Waiver of Jury Trial. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER IN CONNECTION WITH THIS LEASE.

31.21 Discrimination. During the term of this Lease, 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.

31.22 Confidentiality of Information. Tenant anticipates that Landlord and its agents, contractors, and architects will obtain or have access to confidential and sensitive information regarding the operation of the New Hampshire Department of Justice as part of this Lease. All documents, records, files, computer programs, memoranda, recordings, pictures, letters, security plans or information, notes, or other document or data in any form provided by Tenant or accessed by Landlord shall remain the property of Tenant and shall not be disclosed to third parties without the permission of Tenant, which permission shall not be unreasonably withheld, conditioned or delayed.

31.23 Landlord's Relation to the State of New Hampshire: In the performance of this Lease, 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.

31.24 Tenant's Right to Access Landlord Records: 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 or any other regulation. Landlord further agrees to permit the Tenant, State, or United States access to any of the Landlord's books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations, and orders, and the covenants, terms, and conditions of this Lease.

IN WITNESS WHEREOF, Tenant has caused this Lease to be executed effective as of the date first above written.

Tenant:

STATE OF NEW HAMPSHIRE
By and through its
Department of Administrative Services

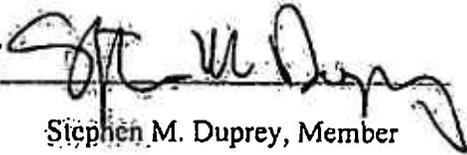
By: 
Charles M. Arlinghaus, Commissioner

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed the date first above written

Landlord:

2Granite Place, LLC

By: 
Stephen M. Duprey, Member

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

The foregoing Lease, having been reviewed by this office, is approved as to form and execution on Nov. 9, 2022.

OFFICE OF THE ATTORNEY GENERAL

By: 

Assistant Attorney General

This is to certify that the Governor and Council on _____ approved the above-mentioned Lease.

Secretary of State Dated: _____ 2022

By: _____

Secretary of State

EXHIBIT A-1
SITE PLAN DEPICTING PREMISES

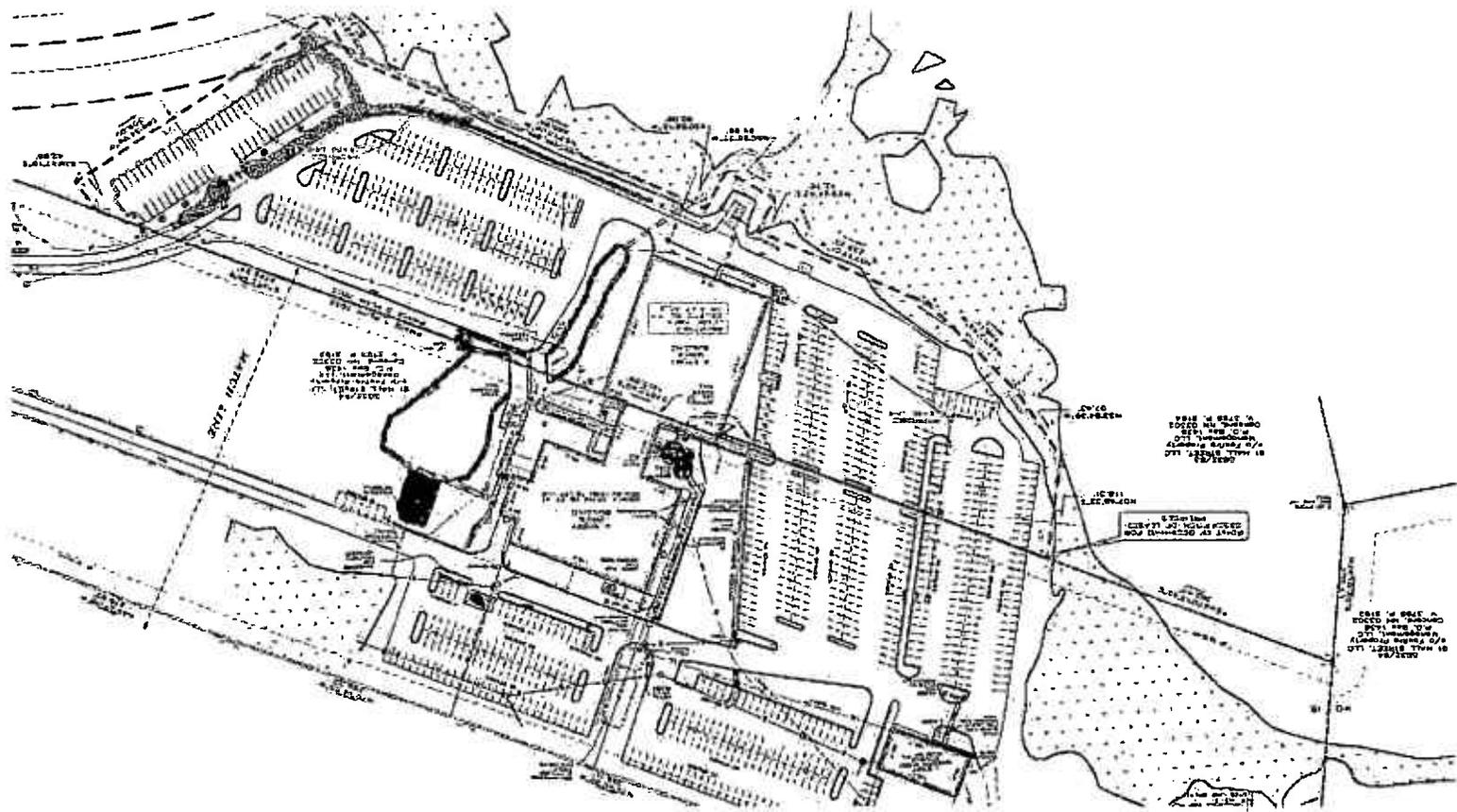


EXHIBIT A-2
LEGAL DESCRIPTION OF PREMISES

Proposed Legal Description

Lease area on land of 81 Hall Street LLC at one Granite Place Concord, NH
Tax Lot 583Z/63

Beginning at a point marking the northwesterly most corner of the premises herein described; said point being located S70°13'45"E a distance of 362.53 feet from the northwesterly most corner of land now or formerly of 81 Hall Street, LLC, said corner being in common with other land of 81 Hall Street, LLC; thence, along other land of said 81 Hall Street, LLC S70°13'45"E a distance of 1213.59 feet to a point; thence, S39°07'19"E a distance of 42.95 feet to a point; thence, S56°34'09"W a distance of 358.00 feet to a point; thence, N33°23'17"W a distance of 61.34 feet to a point; thence, N67°13'08"W a distance of 460.84 feet to a point; thence, S30°26'15"W a distance of 50.09 feet to a point; thence, N60°59'37"W a distance of 65.86 feet to a point; thence, N29°24'43"E a distance of 42.78 feet to a point; thence, N67°17'01"W a distance of 223.22 feet to a point; thence, N46°12'34"W a distance of 146.11 feet to a point; thence, N33°54'39"W a distance of 97.43 feet to a point; thence, N07°45'32" a distance of 118.31 feet to the point of beginning.

Containing 281,673 Sq. Ft. or 6.47 Ac.

Meaning and intending to describe a portion of that certain parcel of land conveyed by Chelmsford Concord, LLC to 81 Hall Street, LLC, via Quitclaim Deed, dated June 14, 2022, recorded June 15, 2022 at Book 3795, Page 2198 of the Merrimack County Registry of Deeds.



September 13, 2022; revised October 20, 2022; revised October 26, 2022; revised October 28, 2022, revised November 7, 2022

2Granite Place, LLC
Stephen Duprey
2 Capital Plaza
Concord, NH 03301

PROPOSED TERMS AND CONDITIONS-DISCUSSION PURPOSES ONLY

Dear Steve,

Thank you for the opportunity to review your financing needs. The following is a preliminary outline of Bank of New Hampshire's possible terms and conditions in response to your request for financing, which are based on market and other conditions as of the date of issuance. **This proposal is non-binding and is not a commitment to lend. This letter should not be relied upon by a third party.**

| | |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Borrower: | 2Granite Place, LLC |
| Purpose: | Construction costs to fit up South Building for State of NH to lease |
| Loan Amount: | Up to \$5,780,250 |
| Term & Amortization: | 249/240 months |
| Interest Rate: | 7.2% fixed for 10 years and then adjusting with the 10-YR FHLB + 2.5 All rates are floating until commitment |
| Repayment: | 9 months Interest only; and then converting to principal and interest |
| Commitment Fee: | 50 basis points |
| Prepayment Penalty: | Declining 5, 4, 3, 2 & 1; if refinanced with another lender; 1% should the State of NH exercise their purchase option in the first 13 months. To coincide with the 1 st mortgage |
| Deposit Account(s): | Operating Account |
| Collateral: | 2 nd mortgage behind Bank of NH 1 st mortgage on South building + associated loan at 2 Granite Pl, Concord, NH 03301 |
| Guarantors: | Stephen M. Duprey |

Appraisal: Financing structure will be subject to the receipt of an "as complete" appraisal satisfactory to the Bank in form and substance supporting a maximum loan-to-value of 75%. The loan amount will not exceed 75% of appraised value or loan to cost; whichever is the lesser.

Environmental: Financing will be subject to environmental due diligence deemed satisfactory to the Bank, in its sole discretion, in all aspects regarding hazardous waste or other environmental concerns of the property.

This document is not a commitment to lend and does not purport to contain all terms and conditions of a credit offering, but rather is a basis for expressing interest and continuing discussion. Any commitment to lend, including final terms and conditions, is subject to the Bank's further due diligence and credit underwriting, and would be communicated to you in writing.

If you would like to move forward with this request, I will provide you a list of due diligence and other items required.

On behalf of Bank of New Hampshire, thank you again for this opportunity and we look forward to continuing to work with you on this financing request. If you have any questions concerning this matter, or if I may be of assistance in regard to any other issue, please do not hesitate to contact me at 603-661-3026.

Sincerely,

Joanne Gagnon

Joanne Gagnon
Vice President

EXHIBIT C

LANDLORD WORK LETTER

This work letter sets forth the work to be performed by Landlord under the Lease ("Landlord's Work"). All defined terms used herein shall have the meanings set forth in the Lease, unless otherwise defined in this letter.

The Landlord's Work shall consist of improvements to the First, Third, and Fourth Floors of the Building in order to accommodate the New Hampshire Department of Justice as a tenant. The Landlord, through its architect, Warrenstreet Architects, Inc., prepared working floor drawings, which are dated October 27, 2022, and attached hereto as Exhibit C-1 ("Concept Plans"). The parties acknowledge that the Concept Plans may be subject to future revision to improve the functionality and use of the space. However, the parties agree these Concept Plans substantially reflect the scope of improvements to be made by Landlord. Based on these Concept Plans, Landlord, through Capital Construction LLC, has provided Tenant with a scope of work and budget, dated October 27, 2022, for the improvements reflected on the Concept Plans ("Work Estimate"), which is attached hereto as Exhibit C-2. The parties agree that the Concept Plans and the Work Estimate generally reflect the work to be performed by Landlord.

The quality and character of Landlord's Work shall meet the generally accepted office needs of a law firm, including acoustical privacy needs. Tenant has provided Landlord with a list containing the minimum number of cubicles, offices, and conferences rooms required by Tenant, which is dated September 2, 2022, and is attached hereto as Exhibit C-3 ("Minimum Needs"). As more particularly described below, the Minimum Needs assigns a size class to each such office and conference room. The Landlord's Work shall be designed and constructed to meet Tenant's Minimum Needs and ensure that the offices and conference rooms are of sufficient size to accommodate the needs identified for each class of office (Executive, Manager, and Standard) or conference room (AG, Large, and Standard).

Size Classes for Offices and Conference Room

(A) Standard Office

- Acoustical and visual privacy
- Sufficient space to fit L-shaped workstation
- Sufficient desk clearance to accommodate two guest chairs
- Sufficient space for bookshelves and filing cabinets (2 -36" lateral files)

(B) Manager Office

- Acoustical and visual privacy
- Includes all standard office needs
- Sufficient space to fit small table with four guest chairs

(C) Executive Office

- Includes all manager office needs

- Largest footprint

Conference Room Needs

(A) Standard Conference Room

- Accommodates table to seat 6-8 people
- Sufficient clearance to add additional chairs along the wall if needed

(B) Large Conference Room

- Space for table to accommodate 12 people
- Sufficient clearance to add additional chairs along the wall if needed

(C) AG Conference Room

- Accommodates existing 14' table
- Comparable to current DOJ executive conference room (location of 7/14 meeting)
- Enough open space in the room to accommodate seating around the room for 10-14 additional people

EXHIBIT C-2

SCOPE OF WORK AND BUDGET



October 27, 2022

Stephen Duprey
FoxFire Property Management, Inc.
PO Box 1438
Concord NH 03302-1438

Dear Steve,

Thank you very much for your interest in having Capital Construction LLC provide construction management services for the renovations of One Granite Place, Concord, NH for the Department of Justice. I think you will find the professionalism, attention to detail and level of quality that you will receive from Capital to be what you are looking for. We look forward to being able to partner with you on this project.

Please find attached the revised proposed scope of work and budgets based on the updated plans that are being developed by Warrenstreet Architects, Inc as well as the discussed changes and added area (~2,000 SF) on the first floor. I have also included an option for the ADA compliance work noted in the NH-DAS email and the camera and security systems as requested.

Please let me know if you have any questions or would like any additional information. Thank you again for this opportunity and your continued interest in Capital Construction LLC.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dana Adams', with a stylized flourish at the end.

Dana Adams, P.E.
Owner

Encl.

Department of Justice Renovations - Proposed Scope of Work

One Granite Place, Concord, NH

October 27, 2022

DIVISION I – GENERAL CONDITIONS

PROJECT MANAGEMENT:

1. Capital Construction LLC (Capital) will assign a project manager who will be responsible for management and oversight of the project. This person will serve as FoxFire Property Management's (OWNER) primary contact. The project manager will work in close cooperation with OWNER throughout the design and construction process.
2. Project meetings between Capital and OWNER will take place a minimum of twice per month, or more often if required to keep all the parties properly informed as to the progress of the project.

DESIGN:

1. Project design documents will be provided by others.
2. This proposal is based on the following documents by: Warrenstreet Architects, Inc.
 - A. 3787 2022-10-27 Attorney General Fitup Plans First Floor
 - B. 3787 2022-10-27 Attorney General Fitup Plans Third Floor
 - C. 3787 2022-10-27 Attorney General Fitup Plans Fourth Floor
3. Adjusted counts and scopes for access control based on walk-through with Pasek Security.

PERMITTING:

1. All permitting of the renovation will be the responsibility of Capital.

TEMPORARY FACILITIES:

1. The following temporary construction-related facilities will be provided by Capital:
 - A. Temporary lighting.
 - B. Toilet facilities.
 - C. Waste storage and removal; as required to maintain site in clean and orderly condition.
2. Project identification signage with the following information:
 - A. Capital's company name, logo and phone number.

INSURANCE:

1. General liability and worker's compensation policies will be provided by Capital.
2. A Builder's Risk policy will be provided during the construction by Capital.
3. All building components and systems described in this specification will be provided with a minimum 1-year warranty from the date of substantial completion.

PROJECT CLOSEOUT AND COMPLETION:

1. At the completion of the project, an Owner's Manual with the following information will be assembled onto a CD and presented to OWNER:
 - A. Operation and maintenance manuals for major building systems.
 - B. A copy of all available manufacturers' extended warranties.
 - C. Product designations and color selections for finish materials.
 - D. Electronic copies of construction documents.
2. All equipment will be placed into full operation upon completion of the project, including the testing and adjusting of all systems for proper operation.
3. Capital will clean the facility, as described below, prior to occupancy:
 - A. Remove temporary labels, stains and spots.
 - B. Remove waste materials, debris and rubbish from project site.
 - C. Clean interior glass surfaces.
 - D. Broom clean and mop hard surface flooring.
 - E. Vacuum carpet flooring.

4. A limited supply of finish materials such as flooring, ceiling tiles and paint materials will be delivered to OWNER for future repair and touch-up.

DIVISION 2 – SITE WORK

DEMOLITION:

1. Remove acoustical ceilings and lighting.
2. Remove flooring.
3. Remove existing doors and frames and save as required.
4. Remove existing walls not framed to deck.
5. Remove planters and cap plumbing.
6. Provide make-safe electrical demolition at removed walls and office partitions.
7. Remove data wiring no longer in service.

DIVISION 3 – CONCRETE

None specified.

DIVISION 4 – MASONRY

None specified.

DIVISION 5 – METALS

None specified.

DIVISION 6 – WOOD & PLASTIC

ROUGH CARPENTRY:

1. Install blocking at new walls for millwork and accessories.

MILLWORK:

1. Install millwork as follows:
 - A. Plastic laminate faced upper and base cabinets at break areas.

SOLID SURFACE MATERIAL:

1. Install solid surface material countertops as follows:
 - A. Break area countertops with backsplash

DIVISION 7 – THERMAL & MOISTURE PROTECTION

ACOUSTICAL INSULATION:

1. Sound insulating fiberglass batts will be installed within all new interior stud walls.

ROOFING SYSTEMS:

1. Provide appropriate roof flashing at new penetrations for plumbing and mechanical systems.

CAULKING AND SEALANTS:

1. Install caulking at dissimilar materials.
2. Install fire caulking as necessary at penetrations.

DIVISION 8 – DOORS & WINDOWS

DOORS:

1. General Door Standards:

- A. Certain hardware may be specified with an "ANSI" classification (American National Standards Institute). ANSI defines grade 1 as appropriate for heavy duty commercial applications, grade 2 as appropriate for medium duty commercial applications, and grade 3 as appropriate for residential and/or light duty commercial applications.
- B. **Fire ratings:** Fire rated doors will be provided in accordance with all applicable codes.
- C. **Master keying:** All key operated locking doors will be provided with a master keying system capable of permitting multiple security levels. Keying hierarchy to be developed in cooperation with the owner.
- D. **Hardware finish:** Polished chrome, or brushed chrome finish to be selected by OWNER.
- E. **Hardware design:** ADA approved lever handles.
- F. **Hinges:** All doors will be provided with commercial duty hinges. Finish shall match the remaining hardware. Exterior doors and security doors shall have hinge pins that cannot be removed while the door is in the closed position.
- G. **Automatic closing devices:** Commercial duty parallel arm hydraulic door closers will be installed on all doors that should normally remain in a closed position.
- H. **Doorstops:** Floor or wall mounted door stops matching the finish hardware will be provided at all doors without automatic closers.

2. Interior wood passage doors:

- A. **Door style:** 1 3/4" thick, solid core, smooth face, prefinished veneer door.
- B. **Finish:** Clear finish
- C. **Frame:** Knock down steel construction.
- D. **Hardware:**
 - i. Cylindrical locksets, passage sets or push/pull as appropriate for the intended application.
 - ii. ANSI grade 1 or 2 depending on application.
- E. **Finish:** Enamel paint on frame to match the building color scheme.
- F. **Full Glass Doors:** Provide an allowance of 15 fully glazed wood doors for suites and other areas.

DIVISION 9 – FINISHES

GYPSUM BOARD AND LIGHT GAUGE FRAMING:

1. Interior stud walls will be framed with light gauge galvanized steel studs as follows:
 - A. **Stud gauge and thickness:** As required to support all applicable loads which are part of the construction.
 - B. **Wall heights:** All partition walls will extend to deck above.
2. Gypsum wallboard will be installed as follows:
 - A. **Thickness:** Generally wallboard will be minimum 5/8" thick. Certain specialty situations may utilize lesser thicknesses.
 - B. **Finish:** All wallboard will be taped prepared for the finish materials.
 - C. **Gypsum board finish at painted areas:** Where paint is specified to be installed over finished gypsum panels the following finish standards shall apply:
 - i. **Finish Level:** Level 4, as specified by the Gypsum Association of America. Level 4 is the highest finish level for taped drywall joints.
 - ii. **Limitations:** Taped drywall joints are subject to the following limitations, as outlined by the Gypsum Association of America.
 - In certain lighting conditions, particularly strong side lighting, drywall joints and fastener coatings may be visible. This is due to the fact that the joint compound will

have a slightly different texture and surface elevation than the gypsum panels. Low gloss paints, furnishings, and wall decoration will all help to minimize and/or eliminate seam visibility.

- Gloss and semi-gloss paints are not recommended for taped drywall finishes.
- Drywall finishing is always subject to some degree of imperfection.

D. **Fire Ratings:** Fire rated gypsum assemblies will be installed in accordance with applicable codes.

FLOOR FINISH MATERIALS:

I. The following outlines the floor finish material standards:

- A. **Carpet:** Install carpet tile at all office areas.
- B. **Luxury Vinyl Tile:** Install luxury vinyl tile at lobbies and break areas.
- C. **Vinyl Base:** Install vinyl base at new flooring.
- D. **Floor Preparation:** An allowance of \$61,625 has been carried for floor preparation.

WALL FINISH MATERIAL STANDARDS:

I. The following outlines the wall finish material standards:

- A. **Painted Drywall:**
 - i. **Installation:** Minimum 2 coats of eggshell finish paint over 1 coat primer.
 - ii. **Location:** Throughout.
- B. **Wallcovering:**
 - i. **Installation:** Install vinyl wallcovering on gypsum wallboard.
 - ii. **Location:** Restrooms.

CEILING FINISHES:

I. The following outlines the ceiling finish material standards:

- A. **2' x 2' Revealed Edge Acoustical Tile:**
 - i. **Grid:** 15/16" white prefinished steel suspended grid.
 - ii. **Location:** Throughout.

DIVISION 10 – SPECIALTIES

ARCHITECTURAL SPECIALTIES:

I. **Fire Extinguishers:**

- A. **Location and Quantities:** As required by applicable codes.
- B. **Type:** As required by applicable codes.
- C. **Installation Style:** Extinguishers installed in semi-recessed cabinets in finished areas.

SIGNAGE:

- I. Install custom plastic ADA compliant door signage at new openings and existing common area doors to coordinate with building color scheme.
 - A. An allowance of \$19,500 has been carried for this work (260 openings @ \$75 each).

DIVISION 11 – EQUIPMENT

None specified.

DIVISION 12 – FURNISHINGS

None specified.

DIVISION 13 – SPECIAL CONSTRUCTION

None specified.

DIVISION 14 – CONVEYING

None specified.

DIVISION 15 – MECHANICAL SYSTEMS

PLUMBING PIPING:

1. **Water:**
 - A. **Piping Material:** Copper
 - B. Hot and cold domestic water piping will be installed as required to all plumbing fixtures provided as part of this specification
2. **Sewer/Waste Drainage:**
 - A. **Drain Material:** PVC or Cast Iron
 - B. **Vent Material:** PVC or Cast Iron
 - C. Sanitary waste and vent piping will be installed as required to all plumbing fixtures, including appropriate cleanouts.

PLUMBING FIXTURES:

1. **Kitchen Sinks:**
 - A. **Type:** Single bowl stainless steel
 - B. **Mounting:** Under mount
2. **Kitchen Faucets:**
 - A. **Type:** Single lever swivel spout
 - B. **Finish:** Polished chrome

FIRE SUPPRESSION SYSTEMS:

1. The fire suppression sprinkler system will be modified to coordinate with new floor plans and in accordance with all applicable codes.

HVAC SYSTEMS:

1. Provide modifications and upgrades to existing HVAC system to accommodate floor plan changes.

DIVISION 16 – ELECTRICAL SYSTEMS

POWER DISTRIBUTION:

1. Existing electrical panels will be utilized for new modifications.
2. Receptacles in office areas will be installed as appropriate.
3. Receptacles in general purpose areas without continually operating appliances will be provided with convenience receptacles appropriately located to facilitate cleaning equipment.
4. Receptacles for equipment such as appliances and printers will be installed as required.

LIGHTING:

1. Flat panel LED troffer lights will be installed in all new ceiling areas controlled by wall switches or occupancy sensors depending on the situation.

EMERGENCY AND EXIT LIGHTING:

1. Emergency egress lighting and lighted exit signs will be provided as required by code.

FIRE ALARMS:

1. The existing fire alarm system will be modified as required by code to accommodate the renovations.
2. Fire alarm devices such as horn/strobe units, pull stations and smoke detectors will be installed as required by code.

DATA WIRING:

1. Install Category 6 wiring to all renovated areas as required. It is anticipated that each office will have up to two (2) jacks and will be wired to existing data closets on each floor.
2. Install Category 6 patch panels into existing racks at existing data closets on each floor.
3. Terminate and test new wiring.

ACCESS CONTROL SYSTEMS:

1. Install new card access system which will interface with all other State of New Hampshire Agencies.
2. Install card readers, wiring, terminations, and IT room equipment.
3. Install new workstation with ID printer and 200 ID badges with lanyards.
4. Install 5 panic alarms at interior office locations.
5. Provide and install door hardware such as electric strikes and magnetic locks.
 - A. An allowance of \$45,000 has been carried for this work (30 openings @ \$1,500 each).
6. Provide elevator traveling cables and card readers at elevators.
 - A. An allowance of \$30,000 has been carried for this work (3 lifts @ \$10,000 each).

CAMERA SYSTEMS:

1. Install new video management system for control of interior and exterior CCTV.
2. Install CCTV cameras at stairwells for floors 1, 3 and 4.
3. Install CCTV cameras at common area hallways on floors 1, 3 and 4.
4. Install CCTV cameras, stand alone or isolated systems at interview rooms.
5. Install CCTV cameras at evidence room.
6. Provide CCTV monitoring at perimeter of building(s) to cover all the parking areas.

EXCLUSIONS**EXCLUSIONS:**

1. Hazardous material testing and removal other than listed above.
2. Municipal Permits and Fees other than as listed above.
3. Special Inspection Fees.
4. Winter Conditions.
5. Demolition other than as listed.
6. Removal of existing office partitions.
7. Structural improvements or repairs.
8. Roof repairs or patching other than as listed above.
9. Rigging or relocating existing equipment/furniture.
10. Shelving or racks.
11. Furnishings or fixtures.
12. Kitchen equipment or appliances.
13. Window Treatments.
14. Adding plumbing facilities or repairs other than as listed above.
15. Upgrading the existing fire protection sprinkler service.
16. In-rack sprinkler systems.
17. Upgrading the existing electrical service or panels.
18. Audio/Visual wiring/equipment.
19. Phone or computer systems.
20. Access control programming on the State system.
21. Renovations to areas of the building not included in this scope.
22. Restroom renovations other than new wall covering, ceilings and lighting.
23. Training room renovations other than new flooring, base, painting, ceilings, and lighting.

OPTIONS

OPTIONS:

1. Provide an allowance for upgrades to flooring, and decorative millwork..... Budget \$250,000
2. ADA modifications per NH DAS email dated 8/31/22..... Budget \$43,000

PROJECT BUDGET

| | |
|----------------------------|-----------------|
| CONSTRUCTION SCOPE OF WORK | \$7,315,000 |
| OPTION 1 | \$250,000 |
| OPTION 2 | <u>\$43,000</u> |
| TOTAL | \$7,608,000 |

EXHIBIT C-3
MINIMUM NEEDS

September 2, 2022

Revised Granite Place Totals

| | Executive Offices | Manager Offices | Standard Offices | Cubicles | Conference Rooms | Additional Notes |
|---------------------------------|--------------------------|------------------------|-------------------------|-----------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| ADMINISTRATION | | | | | | |
| Executive Suite | 7 | | | 3 | 1 AG Conf. Room | - Preserve existing offices to extent possible - Conference room adjacent to AG's office, potentially in open corner next to four existing offices |
| Business Office | | 1 | | 3 | 1 Standard | |
| Charitable Trusts Unit | | 1 | 3 | 6 | | Charitable Trust Unit should be in close proximity to public file area (noted in fourth floor additional needs) |
| Grants | | 1 | | 5 | | |
| IT Infrastructure | | | 1 | 1 | | -Can be on either floor |
| Victims Compensation | | 1 | 2 | | | -Can be on either floor |
| LEGAL COUNSEL | | | | | | |
| Director | | 1 | | | | |
| Civil Litigation | | 1 | 12 | 5 | 1 Large | |
| Client Counseling | | 1 | 12 | 5 | | |
| Transportation & Const. | | 1 | 5 | 4 | 1 Standard | |
| Elections | | | 4 | 1 | | |
| Civil Rights | | | 1 | | | |
| Debt Recovery | | | 1 | 1 | | |
| Environmental Protection Bureau | | 1 | 5 | 3 | | |

September 2, 2022

| | Executive Offices | Manager Offices | Standard Offices | Cubicles | Conference Rooms | Additional Notes |
|-------------------------------|-------------------|-----------------|------------------|----------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| PUBLIC PROTECTION | | | | | | |
| Director | | 1 | | 1 | | |
| MFCU | | 1 | 5 | 3 | 1 Standard | |
| Appeals | | | 4 | | | |
| Criminal Justice | | 1 | 1 | 4 | 1 Large | Large conf. room can be located anywhere on the third floor |
| Public Integrity | | | 6 | 2 | | |
| Drug Unit | | | 4 | 2 | | |
| YDC Prosecution | | | 6 | 2 | | |
| Cold Case | | | 3 | 1 | | |
| Homicide | | | 13 | 5 | | |
| Victim Witness Advocates | | 1 | 4 | 4 | | |
| Employment Security Pros. | | | 1 | | | |
| Traffic Safety Resource Pros. | | | 1 | | | |
| Training Prosecutor | | | 2 | | | -Could be on either floor |
| Consumer Protection | | 1 | 16 | 11 | 1 Standard | 11 cubicles plus consumer hotline room/area with space for 2 to 3 people (this additional space is on 8.26.22 plan to the left of central filing room) |

EXHIBIT D

SNDA

UPON RECORDING, PLEASE RETURN TO:

CLEVELAND, WATERS AND BASS, P.A.
TWO CAPITAL PLAZA, 5TH FLOOR
P.O. BOX 1137
CONCORD, NH 03302-1137

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is made as of this ___ day of _____, 2022, by and among **BANK OF NEW HAMPSHIRE**, a New Hampshire banking corporation, with a mailing address of 62 Pleasant Street, Laconia, New Hampshire 03246 ("Lender"); _____, a _____ limited liability company, with a mailing address of ("Landlord"); and _____, a _____ [limited liability company][corporation], with a mailing address of _____ ("Tenant").

RECITALS:

A. By virtue of an assignment from _____ ("Assignor") of near or even date herewith, Landlord has acquired and become the Landlord pursuant to that certain [Lease Agreement] by and between Assignor and Tenant dated _____ (as the same may have been or may hereafter be amended, the "Lease"), covering a _____ square foot portion of the premises ("Leased Premises") located at 1 Granite Place, Concord, New Hampshire, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises").

B. Lender has made a loan to Landlord evidenced by a note dated _____, 2022 (the "Note") in the original principal amount of _____, which Note is secured by a Mortgage, Security Agreement and Fixture Filing dated _____, 2022 and recorded in the Merrimack County Registry of Deeds (as may be amended, the "Mortgage") covering the Premises (such loan, as the same may hereafter be amended, modified, consolidated or extended, is hereinafter referred to as the "Loan").

C. Tenant has requested that Lender agree not to disturb Tenant's possessory rights in the Leased Premises in the event Lender should foreclose the Mortgage, provided the Lease is then

in full force and effect and provided further that Tenant is not in default thereunder and attorns to Lender or the purchaser at any foreclosure sale of the Premises.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Subordination.** Notwithstanding anything to the contrary set forth in the Lease, but subject to the express provisions of this Agreement, the Lease and the leasehold estate created thereby and all of Tenant's rights thereunder shall be and shall at all times remain subject, subordinate and inferior to the Mortgage and the lien thereof, and all rights of Lender thereunder and to any and all renewals, modifications, consolidations, replacements and extensions thereof.

2. **Acknowledgments and Agreements by Landlord, Tenant and Lender.**

(a) From and after the date hereof, in the event of any act or omission by Landlord which would give Tenant the right, either immediately or after the lapse of time, to terminate the Lease or to claim a partial or total eviction, Tenant will not exercise any such right:

(i) until it has given written notice of such act or omission to Lender; and

(ii) until the same period of time as is given to Landlord under the Lease to cure such act or omission shall have elapsed following such giving of notice to Lender.

(b) Tenant has notice that the Lease and the rent and all other sums due thereunder have been assigned or are to be assigned to Lender as security for the Loan secured by the Mortgage pursuant to the Assignment. In the event that Lender notifies Tenant of a default under the Mortgage and demands that Tenant pays its rent and all other sums due under the Lease to Lender, Tenant shall honor such demand and pay its rent and all other sums due under the Lease directly to Lender or as otherwise required pursuant to such notice. Landlord waives and releases any claim it may have against Tenant for any sum paid by Tenant to Lender pursuant to any such demand.

(c) Tenant shall send a copy of any notice of default or termination under the Lease to Lender at the same time such notice or statement is sent to Landlord.

(d) This Agreement satisfies any condition or requirement which may be contained in the Lease relating to the granting of a non-disturbance agreement by Lender in connection with the Loan.

3. **Foreclosure and Sale.** In the event of foreclosure or other proceedings for the enforcement of the Mortgage, or upon a sale of the Premises pursuant to the statutory power of sale contained therein, or upon a transfer of the Premises by conveyance in lieu of foreclosure, then:

(a) **Non-Disturbance.** So long as the Lease is then in full force and effect, and Tenant is not in default thereunder beyond applicable cure or grace periods, the Lease shall continue in full force and effect as a direct lease between the succeeding owner of the Premises and Tenant, upon

and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, including all renewal periods expressly provided for thereunder, if any. Tenant hereby agrees to adhere to and accept any such successor owner as landlord under the Lease, and to be bound by and perform all of the obligations imposed by the Lease, and Lender, or any such successor owner of the Premises, will not disturb or otherwise interfere in any material respect with the use or possession of the Leased Premises by Tenant, and will be bound by all of the obligations imposed on Landlord by the Lease; provided, however, that Lender, or any purchaser at a mortgagee's or sheriff's sale or any successor owner of the Premises shall not be:

(i) liable for any act or omission of a prior landlord (including Landlord) occurring prior to (A) (in the case of foreclosure) the date of expiration of all periods of redemption following the foreclosure without redemption having occurred, or (B) (in the case of a conveyance in lieu of foreclosure) the date of acceptance by the Lender or successor owner of the Premises, as the case may be, of the deed in lieu of foreclosure; or

(ii) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

(iii) bound by any rent or additional rent which Tenant might have paid in advance to any prior landlord (including Landlord) for a period in excess of one month or by any security deposit, cleaning deposit or other prepaid charge which Tenant might have paid in advance to any prior landlord (including Landlord), unless actually received by Lender; or

(iv) bound by any agreement or modification of the Lease made without the written consent of Lender. Lender agrees not to unreasonably withhold, condition or delay its consent to any proposed amendment or modification, which does not materially adversely affect Lender's security.

(b) **New Lease.** This Agreement will be considered self-operative and no separate agreement will be required to effectuate (i) Tenant's attornment to any successor owner as substitute landlord under the Lease, and (ii) successor owner's recognition of the Lease and agreement to not disturb Tenant's possession of the Premises. Upon the written request of either Lender or Tenant to the other given at the time of any foreclosure, mortgagee's sale or conveyance in lieu thereof, the parties agree to execute a lease of the Leased Premises upon the same terms and conditions as the Lease between Landlord and Tenant, which lease shall cover any unexpired term of the Lease existing prior to such foreclosure, mortgagee's sale or conveyance in lieu of foreclosure.

4. Acknowledgement and Agreement by Landlord. Landlord, as landlord under the Lease and mortgagor under the Mortgage, acknowledges and agrees for itself and its heirs, successors and assigns, that except to the extent expressly provided to the contrary in this Agreement:

(a) This Agreement does not:

(i) constitute a waiver by Lender of any of its rights under the Mortgage; and/or

(ii) in any way release Landlord from its obligations to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage;

(b) The provisions of the Mortgage remain in full force and effect and must be complied with by Landlord in all material respects; and

(c) In the event of an Event of Default under the Mortgage beyond applicable cure or grace periods, if any, Tenant may pay all rent and all other sums due under the Lease to Lender as provided in this Agreement.

5. No Obligation of Lender. Lender shall have no obligation or incur any liability with respect to the erection or completion of the improvements in which the Leased Premises are located or for completion of the Premises, Leased Premises, or any improvements for Tenant's use and occupancy, either at the commencement of the term of the Lease or upon any renewal or extension thereof or upon the addition of additional space, pursuant to any expansion rights, if any, contained in the Lease.

6. Notice. All notices hereunder to Lender, Landlord or Tenant, as the case may be, shall be deemed to have been duly given if mailed by United States registered or certified mail, with return receipt requested, postage prepaid to Lender, Landlord or Tenant as the case may be, at its address first set forth above (or at such other address as shall be given in writing by any party to the other parties) and shall be deemed complete three (3) business days following any such mailing.

7. Miscellaneous.

(a) This Agreement supersedes any inconsistent provision of the Lease.

(b) Nothing contained in this Agreement shall be construed to derogate from or in any way impair or affect the lien and charge or provisions of the Mortgage, except as expressly provided to the contrary herein.

(c) Unless otherwise acknowledged or agreed in writing, Lender shall have no obligations nor incur any liability with respect to any warranties of any nature whatsoever with respect to the Premises or Leased Premises, whether pursuant to the Lease or otherwise, including; without limitation, any warranties respecting use, compliance with zoning, Landlord's title, Landlord's authority, habitability, fitness for purpose or possession.

(d) In the event that Lender shall acquire title to the Premises, Lender shall have no obligation, nor incur any liability, beyond Lender's then equity interest, if any, in the Premises, and Tenant shall look exclusively to such equity interest of Lender, if any, in the Premises for the payment and discharge or any obligations imposed upon Lender hereunder or under the Lease, and Lender is hereby released and relieved of any other obligations hereunder and under the Lease, except for the gross negligence, willful misconduct or fraud of Lender, its employees, agents or contractors.

(e) This Agreement shall inure to the benefit of the parties hereto, their respective successors and pitted assigns; provided however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred and who assumes all of the Lender's obligations hereunder.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

[signature pages to follow]

IN WITNESS WHEREOF, Lender, Landlord and Tenant have respectively signed this Agreement as of the day and year first above written.

LENDER:

BANK OF NEW HAMPSHIRE

Witness

By: _____
Joanne M. Gagnon
Its: Vice President
Hereunto Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on this ___ day of _____, 2022, by Joanne M. Gagnon, as Vice President, on behalf of **Bank of New Hampshire**. The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents:
 - Driver's License
 - Passport
 - Other: _____

Notary Public/Justice of the Peace
My Commission Expires:

[Signature page to SNDA]

LANDLORD:

Witness _____

By: _____

Name:

Title:

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on this ___ day of _____, 2022, by _____, as _____, on behalf of _____ . The identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person **OR**
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me **OR**
- The following identification documents:
 - Driver's License
 - Passport
 - Other: _____

Notary Public/Justice of the Peace
My Commission Expires:

[Signature page to SNDA]

TENANT:

[]

Kaun Rantamaki
Witness

By: Ch. Ard
Name: Charles Arlinghaus
Its:

STATE OF New Hampshire
COUNTY OF Merrimack

This instrument was acknowledged before me on this 9 day of November 2022, by Charles Arlinghaus as Commissioner on behalf of State of New Hampshire identity of the subscribing party was determined by (check box that applies and complete blank line, if any):

- My personal knowledge of the identity of said person OR
- The oath or affirmation of a credible witness, _____ (name of witness), the witness being personally known to me OR
- The following identification documents:
 - Driver's License
 - Passport
 - Other: _____

Dawn Howe
Notary Public/Justice of the Peace
My Commission Expires:



[Signature page to SNDA]

EXHIBIT E

ESTOPPEL CERTIFICATE

The undersigned ("**Tenant**") hereby certifies to _____ ("**Landlord**"), and _____, as follows:

1. Attached hereto is a true, correct and complete copy of that certain Lease dated _____, between Landlord and Tenant (the "**Lease**"), for the premises commonly known as _____ (the "**Premises**"). The Lease is now in full force and effect and has not been amended, modified or supplemented, except as set forth in Section 6 below.

2. The term of the Lease commenced on _____.

3. The term of the Lease is currently scheduled to expire on _____.

4. Tenant has no option to renew or extend the Term of the Lease except: _____

5. Tenant has no preferential right to purchase the Premises or any portion of the Building/Premises.

6. The Lease has: (Initial One)
() not been amended, modified, supplemented, extended, renewed or assigned.
() been amended, modified, supplemented, extended, renewed or assigned by the following described agreements, copies of which are attached hereto: _____

7. Tenant has accepted and is now in possession of the Premises and has not sublet, assigned or encumbered the Lease, the Premises or any portion thereof except as follows: _____

8. The current Base Rent is \$ _____.

9. The amount of security deposit (if any) is \$ _____. No other security deposits have been made.

10. All rental payments payable by Tenant have been paid in full as of the date hereof. No rent under the Lease has been paid for more than thirty (30) days in advance of its due date.

11. All work required to be performed by Landlord under the Lease has been completed and has been accepted by Tenant, and all tenant improvement allowances have been paid in full except _____

12. As of the date hereof, Tenant is not aware of any defaults on the part of Landlord under the Lease except _____

13. As of the date hereof, there are no defaults on the part of Tenant under the Lease.
14. Tenant has no defense as to its obligations under the Lease and claims no set-off or counterclaim against Landlord.
15. Tenant has no right to any concession (rental or otherwise) or similar compensation in connection with renting the space it occupies, except as expressly provided in the Lease.
16. All insurance required of Tenant under the Lease has been provided by Tenant and all premiums have been paid.
17. There has not been filed by or against Tenant a petition in bankruptcy, voluntary or otherwise, any assignment for the benefit of creditors, any petition seeking reorganization or arrangement under the bankruptcy laws of the United States or any state thereof, or any other action brought pursuant to such bankruptcy laws with respect to Tenant.
18. Tenant pays rent due Landlord under the Lease to Landlord and does not have any knowledge of any other person who has any right to such rents by collateral assignment or otherwise.

The foregoing certification is made with the knowledge that _____ is about to [fund a loan to Landlord or purchase the Building from Landlord], and that _____ is relying upon the representations herein made in [funding such loan or purchasing the Building].

Dated: November 9, 2022

"TENANT"

By: _____

Print Name: CHARLES ARLINGHAUS

Aaron Holt

Subject: FW: 2 Granite Place

Importance: High

Hi Aaron,

Here is a brief summary of what we discussed yesterday.

2 Granite Place or the South Building was commissioned in 1986 making the building and equipment approx. 36 years old.

The HVAC plant would be considered a "Cadillac System" as it was the best of the best when installed in 1986. The Penthouse HVAC system is manufactured by Mammoth and consists of an oil fired hydronic plant, 8 Hydrotherm boilers and a 300 ton DX cooling air handler that serves all four floors. The air handler has (2) 100hp Supply Fan Motors, (2) 40hp Return Fan Motors and (2) 150ton Hartford DX Compressors. The A/C system is R-22. Each floor has 4 to 5 zones of hydronic perimeter baseboard heat and approximately 30 non electric Carrier VAV boxes.

Note: the 4 story Atrium is served by this system as well for both heating and cooling.

While this system is 36 years old, there have been many significant upgrades. Following is list of upgrades and approximate age.

Replaced all outside air, exhaust air and return air dampers. 10 years

Replaced all Hydrotherm boilers 15 years

Replaced both A/C compressors. 8 and 12 years

Replaced all supply and return fan motors 8 years

Upgraded the Varimark system by adding VFDs on both supply and both return fans.

Rebuilt the cooling tower section of the penthouse including new welded stainless steel sides and floor. 15 years

Replaced the A/C condenser tube sheet. 15 years

Installed a very modern DDC Automatic Temperature Control system that controls everything except the non electric VAV boxes. Completed 4 years ago.

There is also a Keyscan Access Control system. Serving all entry doors and some interior doors.

The North and South buildings used to be on one Keyscan system and one building automation system. We separated these systems as the building use changed but we can restore the full functionality by combining the two buildings again. This will allow for grater energy management and much easier management of the HVAC systems and Access control.

There are also 5 small 3 to 5 ton split A/C systems in the south building. These systems serve the following areas. Exercise room, 4th floor Training Center and 1st floor computer room.

I have been servicing this facility since 1986 as an outside contractor so I am comfortable saying that everything has been maintained very well.

Please let me know if you have any questions.

Thanks,

Paul



EXHIBIT G

TENANT'S WORK

Work to be performed by Tenant or contracted for by Tenant:

- A. Installation of furniture, cubicle and office partitions, equipment, appliances and other personal property
- B. Installation of additional security or access control systems not included in Landlord's Work
- C. Relocation and installation of Existing Furniture
- D. Installation of window treatments
- E. Installation of shelving or storage systems
- F. Information and Phone System, including but not limited to IT consultant services, network equipment, server equipment
- G. Additional interior finishes
- H. Miscellaneous Equipment/Unforeseen Expenses
- I. Parking lot improvements for ADA compliance, including but not limited to restriping and signage
- J. Interior and exterior signage

EXHIBIT H

CONSTRUCTION PROCEDURES

1. **Overview.** The fit-up of the Premises, including Landlord's Work and Tenant's Work (collectively, the "Work") shall proceed concurrently. Landlord and Tenant acknowledge that performance of the Work will require coordination of work schedules to minimize interference between them.

2. **Responsibility.** Landlord shall be responsible for scheduling the timing and sequencing of the Work and monitoring progress of said work. Landlord shall appoint a qualified supervisor or clerk to represent it in connection with the Work ("Supervisor").

3. **Clerk of the Works.** Tenant shall appoint a qualified clerk of the works to represent Tenant in construction meetings, to conduct inspections of Work, and to coordinate Tenant's Work with Landlord's Work ("Clerk"). The Clerk shall have access to the Premises and affected areas of the Building at all reasonable times to inspect the Work.

4. **Inspections.** An inspection by the Clerk or other employees, agents, or representatives of Tenant shall not relieve Landlord of its responsibility to fulfill the obligations of the Lease or approved plans, drawings, and specifications. Tenant shall have the right to reject any work that is not in compliance with Tenant's Plans or applicable laws, codes, and regulations.

5. **Design and Plans; Work Schedule.** Prior to the start of construction: (a) Landlord and Tenant shall exchange design plans and specifications for Landlord's and Tenant's Work, for approval by the Supervisor and Clerk; and (b) Landlord shall prepare and submit for the Clerk's approval a work plan that shows the initial work schedule, critical events, and task dependencies ("Work Schedule"), and shall revise Work Schedule as necessary until completion of all work. Supervisor shall notify Clerk of any problem areas, anticipated delays, or impacts to the Work Schedule and report any corrective action taken or proposed. Landlord understands that time is of the essence in the performance of the Work and any significant changes by Landlord to the Work Schedule shall require prior approval by Tenant.

6. **Construction Progress Meetings.** The Supervisor shall schedule and hold periodic construction meetings to schedule the Work and report on the progress of the Work, with the Clerk, and, as required, Tenant's and Landlord's contractors, architects, or other necessary parties, beginning with a pre-construction meeting prior to the start of the Work and at least weekly until completion of the Work, unless waived by the Clerk. Clerk shall have the right to schedule and hold meetings with the Contractor regarding Landlord's or Tenant's Work. All such meetings scheduled by the Tenant shall be held at the Premises unless otherwise agreed.

7. **Facilities.** Landlord shall make available to Tenant and its contractors reasonable space and facilities for completion of Tenant's Work, including necessary staging and storage areas.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 2GRANITE PLACE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 20, 2006. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 569249

Certificate Number: 0005892931



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



State of New Hampshire
Department of State



Business Name : 2GRANITE PLACE, LLC

Business ID : 569249

2GRANITE PLACE, LLC

WRITTEN CONSENT OF THE SOLE MEMBER

November 7, 2022

The undersigned, being the sole member of 2Granite Place, LLC, a New Hampshire limited liability company (the "Company"), hereby consents in writing to the following action:

VOTED: To authorize the Company to enter into a lease by and between the Company, as Landlord, and the State of New Hampshire, as Tenant (the "Lease"), pertaining to the building and the land area located at 1 Granite Place, Concord, New Hampshire, including all improvements and facilities now or subsequently located thereon and therein, shall comprise the leased premises (the "Premises") with a term commencing July 1, 2022, which Lease the Member has reviewed and finds to be in the best interest of the Company.

FURTHER

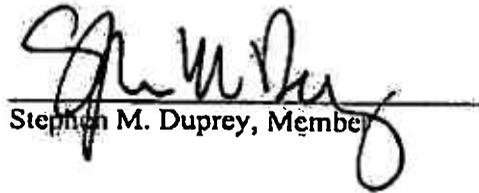
VOTED: To authorize Stephen M. Duprey, Sole Member, acting singly, to negotiate, execute, and deliver on behalf of the Company all documents, including but not limited to the Lease, in connection therewith, and to take such other acts and to perform such other things and to execute and deliver such further documents on behalf of the Company as he deems necessary or desirable, in his sole discretion, to effectuate the matters authorized above.

[signature page follows]

2GRANITE PLACE, LLC

WRITTEN CONSENT OF THE SOLE MEMBER

Signature Page


Stephen M. Duprey, Member

4091525.1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2022

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 Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860 | CONTACT NAME: Kimberly Wood PHONE (A/C, No, Ext): (603) 447-5123 FAX (A/C, No): (603) 447-5126 E-MAIL ADDRESS: kim@infingerinsurance.com | | | | | | | | | | | | | | | | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|-----------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Patriot Ins Co.</td> <td>32069</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Patriot Ins Co. | 32069 | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Patriot Ins Co. | 32069 | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | |
| INSURED 1 Granite Place, LLC; 2Granite Place, LLC C/O Foxfire Property Management PO Box 1438 Concord NH 03302 | | | | | | | | | | | | | | | | | | | | | |

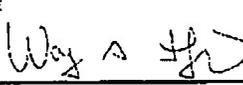
COVERAGES CERTIFICATE NUMBER: CL2252380211 REVISION NUMBER:

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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 6662450 | 05/20/2022 | 05/20/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ Included |
| A | 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 | | | 6662449 | 05/20/2022 | 05/20/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 6662450 UMB | 05/20/2022 | 05/20/2023 | EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

CERTIFICATE HOLDER CANCELLATION

| | |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| NH Department of Administrative Services 25 Capitol Street 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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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
11/4/2022

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

| | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------|-------------------------------------|-------------------------------------------------------------------------------|--|
| AGENCY Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860 | | PHONE (A/C, No, Ext): (603) 447-5123 | | COMPANY Patriot Ins Co. 701 Route 1 #1 Yarmouth ME 04096-6927 | |
| FAX (A/C, No): (603) 447-5124 | | E-MAIL ADDRESS: wayne@infingerinsurance.com | | | |
| CODE: | | SUB CODE: | | | |
| AGENCY CUSTOMER ID #: 00167122 | | LOAN NUMBER | | POLICY NUMBER 6662450 | |
| INSURED 1 Granite Place, LLC; 2Granite Place LLC C/O Foxfire Property Management PO Box 1438 Concord NH 03302 | | EFFECTIVE DATE 5/20/2022 | EXPIRATION DATE 5/20/2023 | <input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED | |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 Loc# 00001/Bldg# 00001
 1 Granite North & South Including Vestibule
 Concord, NH 03301
 See Attached Overflow Pages

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

| COVERAGE / PERILS / FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---------------------------------------------------------------------------|---------------------|------------|
| Building, Replacement Cost, Special form | 49,669,000 | 5,000 |
| BI w/ Extra Expense and Rental Value, Actual Loss Sustained, Special form | Included | 72 Hours |
| Equipment Breakdown, Replacement Cost | Included | 5,000 |
| Earthquake - Building, Replacement Cost | 49,669,000 | 10% |
| Business Personal Property, Replacement Cost, Special form | 10,000 | 5,000 |
| Earthquake - Business Personal Property, Replacement Cost | 10,000 | 10% |

REMARKS (Including Special Conditions)

CANCELLATION

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

ADDITIONAL INTEREST

| | | |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------|
| NAME AND ADDRESS NH Department of Administrative Services 25 Capitol Street Concord, NH 03301 | <input type="checkbox"/> MORTGAGEE | <input type="checkbox"/> ADDITIONAL INSURED |
| | <input type="checkbox"/> LOSS PAYEE | |
| LOAN # | | |
| AUTHORIZED REPRESENTATIVE Wayne Infinger/RWOOD | | |

Wayne Infinger