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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

Sheri L. Rockburn
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9500 1-800-852-3345 Ext. 9500
Fax: 603-271-8149 TDD Access: 1-800-735-2964

June 12, 2014

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

SEE SOURCE
60% General Fund
40% Federal Fund

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source amendment to the existing lease with 40 Terrill Park Drive, LLC, C/o CPManagement, Inc., Eleven Court Street, Exeter, New Hampshire 03833 (Vendor #108876) for the Concord District Office space, by increasing the price limitation in the amount of \$442,459.20 to \$3,236,540.88 from \$2,794,081.68 and by extending the term ten months to May 31, 2015, effective August 1, 2014 or upon Governor and Council approval, whichever is later, through May 31, 2015. Governor and Council approved the original lease on January 14, 2009 item #58 and amendment on January 29, 2014, item #22. Funds are available in the following account for SFY 2014 and SFY 2015.

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Table with 6 columns: Fiscal Year, Class/Object, Class Title, Current Modified Budget, Increase (Decrease) Amount, Revised Modified Budget. Rows include SFY 2009-2015 and a Total row.

EXPLANATION

The Department of Health and Human Services provides health and human services to the clientele in the Concord area through its Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services. The Department has occupied this Concord District Office location since 1989, currently housing ninety-six (96) employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for ten months. The amendment reflects an increase of ten months in the term of the lease. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Concord District Office catchment area. The

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June 12, 2014

Page 2

Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need ten months to finalize the process and obtain authorization of any subsequent lease contract.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$20.75 per square foot gross; the lease amendment rate remains the same for the term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains the same at 25,588 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Concord Monitor in July 2008. The space search produced only one valid response consisting of 40 Terrill Park Drive, LLC.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the Request For Proposal. The area served by the Concord District Office is the entire Merrimack County.

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

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

Respectfully submitted,



Sheri L. Rockburn
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	40 Terrill Park Drive, LLC C/O CPManagement, Inc. Eleven Court Street Exeter, New Hampshire 03833
Location:	40 Terrill Park Drive Concord, NH 03301
Monthly Rent:	Year 1 – \$44,245.92
Square Footage:	25,588
Square Foot Rate:	Year 1 - \$20.75
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing August 1, 2014 through May 31, 2015
Total Rent:	\$442,459.20

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 6/10/2014, 2014 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and 40 Terrill Park Drive, LLC, C/o CPManagement, Inc., (hereinafter referred to as the "Landlord") with a place of business at Eleven Court Street, Exeter, New Hampshire 03833.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 25,588 square feet of space located at 40 Terrill Park Drive, Concord, New Hampshire which was first entered into on November 25, 2008, approved by the Governor and Executive Council on January 14, 2009, item #58, and amendment approved January 29, 2014, item #22 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their Regionalization of District Offices and their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to ten (10) months to both respond to these business changes and to subsequently conduct and complete the State of New Hampshire's lease RFP and authorization process for any proposed replacement contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, July 31, 2014 is hereby amended to terminate up to ten (10) months thereafter, May 31, 2015. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: 

Date: 6/10/2014

4.1 Rent: The current annual rent of \$530,951.04 at approximately \$20.75 per square foot will remain the same for the Agreement, which shall be prorated to a monthly rent of \$44,245.92, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable August 1, 2014 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$442,459.20.

15 Insurance: Paragraph 15 of the Lease is deleted and replaced with the following new paragraph: During the Term and any extension thereof, the Landlord shall at its sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and one million (\$1,000,000.00) per incident and no less than one million (\$1,000,000.00) in excess/umbrella liability each occurrence. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

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

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

Initials: 
Date: 6/10/2014

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

TENANT: State of New Hampshire Department of Health and Human Services

Date: 6/16/14

By [Signature]
Stephen J. Mosher,

LANDLORD: 40 Terrill Park Drive, LLC

Date: 6/10/2014

By [Signature]
Peter A. Dusseault, Manager

Acknowledgement: State of NEW HAMPSHIRE County of ROCKINGHAM.

On (date) 6/10/14, before the undersigned officer, personally appeared PETER A. DUSSEAULT, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

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

Commission expires: 6/22/16 Seal:

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

KAREN A. WALKER.

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

By: [Signature], Assistant Attorney General, on 6-27-14.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

**ATTACHMENT TO EXHIBIT B
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2015	8/1/2014	\$44,245.92		
	9/1/2014	\$44,245.92		
	10/1/2014	\$44,245.92		
	11/1/2014	\$44,245.92		
	12/1/2014	\$44,245.92		
	1/1/2015	\$44,245.92		
	2/1/2015	\$44,245.92		
	3/1/2015	\$44,245.92		
	4/1/2015	\$44,245.92		
	5/1/2015	\$44,245.92		
<i>Total Rent</i>			\$ 442,459.20	\$ 442,459.20

Initials: PAO
Date: 6/10/14

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/12/2014

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

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

PRODUCER Knapton, Reade & Woods Agency 22 School Street P O Box 2250 Hillsboro, NH 03244-2250	CONTACT NAME: Betsy Merritt PHONE (A/C, No, Ext): 603-464-3422 E-MAIL ADDRESS: betsy@knaptoninsurance.com	FAX (A/C, No): (603) 464-4066
	INSURER(S) AFFORDING COVERAGE INSURER A : Maine Mutual Group Insurance Co	
INSURED Forty Terrill Park, LLC c/o CPMmanagement, Inc. 11 Court Street, Suite 100 Exeter, NH 03833	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	BP20610875	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		KA10610875	07/01/2014	07/01/2015	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 \$10000		KU20610875	07/01/2014	07/01/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

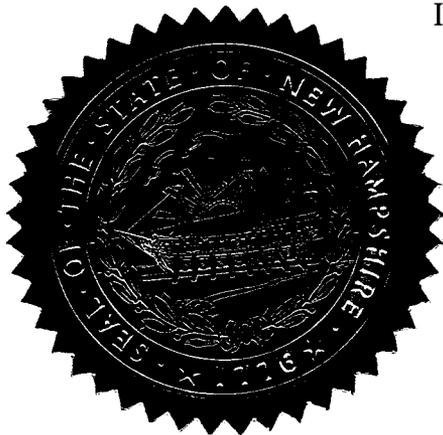
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
10 Days notice of cancellation for non payment.

CERTIFICATE HOLDER State of New Hampshire Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301 Attn: Leon Smith, Administrator	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 

State of New Hampshire
Department of State

CERTIFICATE

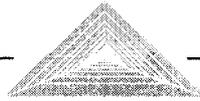
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FORTY TERRILL PARK DRIVE LLC is a New Hampshire limited liability company formed on November 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of June, A.D. 2014

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

William M. Gardner
Secretary of State



FORTY TERRILL PARK DRIVE LLC

c/o CPManagement, Inc.
11 Court Street, Suite 100
Exeter, NH 03833

Phone: 603.778.6300
E-Mail: ChuckT@CPManagement.com

CERTIFICATE OF AUTHORITY

The undersigned, both being Members of Forty Terrill Park Drive LLC (the "Company"), hereby states that Peter A. Dusseault is authorized to enter into a contract with the State of New Hampshire on behalf of the Company.

Dated this 10th day of June 2014.

Witness

By: Peter A. Dusseault
Registered Agent

Witness

By: Peter A. Dusseault
Manager & Member

Witness

By: Barbara R. Dusseault
Member

Search Results

Current Search Terms: Forty* terrili* Park* Drive* LLC*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.</p> <p>No records found for current search.</p>
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Glossary

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 Information

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1/29/14
#22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS
BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
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603-271-9500 1-800-852-3345 Ext. 9500
Fax: 603-271-8149 TDD Access: 1-800-735-2964

December 13, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to the existing lease with 40 Terrill Park Drive, LLC, C/o CPManagement, Inc., Eleven Court Street, Exeter, New Hampshire 03833 (Vendor #108876) for the Concord District Office space, by increasing the price limitation in the amount of \$265,475.52 to \$2,794,081.68 from \$2,528,606.16 and by extending the term six months to July 31, 2014, effective February 1, 2014 or upon Governor and Council approval, whichever is later, through July 31, 2014. Governor and Council approved the original lease on January 14, 2009 item #58. Funds are available in SFY 2014 and SFY 2015.

05-95-95-953010-5685 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2009	022-500248	Rents-Leases Other than State	\$200,439.35	\$ 0.00	\$200,439.35
SFY 2010	022-500248	Rents-Leases Other than State	\$486,065.39	\$ 0.00	\$486,065.39
SFY 2011	022-500248	Rents-Leases Other than State	\$498,198.32	\$ 0.00	\$498,198.32
SFY 2012	022-500248	Rents-Leases Other than State	\$510,693.81	\$ 0.00	\$510,693.81
SFY 2013	022-500248	Rents-Leases Other than State	\$523,487.85	\$ 0.00	\$523,487.85
SFY 2014	022-500248	Rents-Leases Other than State	\$309,721.44	\$ 221,229.60	\$530,951.04
SFY 2015	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 44,245.92	\$ 44,245.92
Total			\$2,528,606.16	\$ 265,475.52	\$2,794,081.68

EXPLANATION

The Department of Health and Human Services provides health and human services to the clientele in the Concord area through its Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services. The Department has occupied this Concord District Office location since 1989, currently housing ninety-six (96) employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for six months. The amendment reflects an increase of six months in the term of the lease. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Concord District Office catchment area. The

December 13, 2013

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Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need six months to finalize the process and obtain authorization of any subsequent lease contract.

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The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Concord Monitor in July 2008. The space search produced only one valid response consisting of 40 Terrill Park Drive, LLC.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the Request For Proposal. The area served by the Concord District Office is the entire Merrimack County.

Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

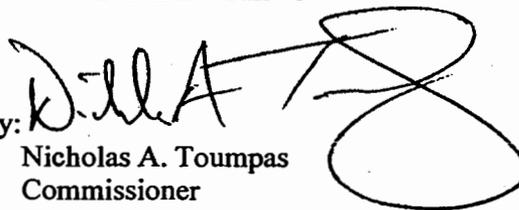
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

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

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

DATE: January 6, 2014

SUBJECT: Attached Lease;
Approval respectfully requested

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

LESSEE: Department of Health and Human Services, 129 Pleasant Street, Concord NH

LESSOR: 40 Terrill Park Drive, LLC, C/o CP Management, Inc., Eleven Court Street,
Exeter, NH 03833

DESCRIPTION: Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued short-term rental of the Department's 25,588 square foot Concord District Office located at 40 Terrill Park Drive, Concord, NH. During the extended term the Department will complete a competitive "RFP" process for either a renewal or new lease

TERM: Six (6) month amended term: January 31, 2014 expiration date extended to July 31, 2014

RENT: The current rate of \$20.75 per square foot which is \$530,951.04 annually shall remain unchanged (0% escalation) for the extended term

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL RENT: Not to exceed Six (6) months which is \$265,475.52

PUBLIC NOTICE: Sole-Source amendment of current lease. During the extended term the Department will undertake a competitive RFP process preparatory to entering into either a new or renewal lease for this location. The Department was not able to complete the RFP process prior to this date due to competing projects demanding attention from their limited facility resources; extending the term until a replacement lease is completed has been determined to be the most cost effective way of continuing provision of office space during the interim time

CLEAN AIR PROVISIONS: None applicable to an amended term

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

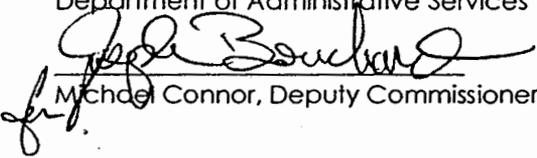
OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner

LEASE SPECIFICS

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Square Footage:	25,588
Square Foot Rate:	Year 1 - \$20.75
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing February 1, 2014 through July 31, 2014
Total Rent:	\$265,475.52

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 12/9/2013 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and 40 Terrill Park Drive, LLC, C/o CPManagement, Inc., (hereinafter referred to as the "Landlord") with a place of business at Eleven Court Street, Exeter, New Hampshire 03833.

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Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need up to six (6) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term will allow the Tenant to continue lawful payment of rent while continuing occupancy at the Premises and the Landlord is agreeable to providing such delay;

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, January 31, 2014 is hereby amended to terminate up to six (6) months thereafter, July 31, 2014. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: CPA
Date: 12-9-13

4.1 Rent: The current annual rent of \$530,951.04 at approximately \$20.75 per square foot will remain the same for the Agreement, which shall be prorated to a monthly rent of \$44,245.92, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable February 1, 2014 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$265,475.52.

15 Insurance: Paragraph 15 of the Lease is deleted and replaced with the following new paragraph: During the Term and any extension thereof, the Landlord shall at it's sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on, (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand (\$250,000.00) per claim and one million (\$1,000,000.00) per incident and no less than one million (\$1,000,000.00) in excess/umbrella liability each occurrence. All insurance shall be in the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than 10 days after written notice thereof has been received by the Tenant. The Landlord shall deposit with the Tenant certificates of such insurance, (or for the renewal thereof) which shall be attached herein.

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

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

Initials:

Date: 12-9-13

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

TENANT: State of New Hampshire Department of Health and Human Services

Date: 12/20/13

By [Signature]
Stephen J. Mosher, Chief Financial Officer

LANDLORD: 40 Terrill Park Drive, LLC

Date: 12-9-13

By [Signature]
Peter A. Dusseault, Manager

Acknowledgement: State of NEW HAMPSHIRE County of ROCKINGHAM.

On (date) 12/9/13, before the undersigned officer, personally appeared PETER A. DUSSEAULT, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

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

Commission expires: 6/22/16 Seal:

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

KAREN A. WALKER, NOTARY

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

By: [Signature], Assistant Attorney General, on 12/30/13.

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on JAN 29 2014

DEPUTY SECRETARY OF STATE

**ATTACHMENT TO EXHIBIT B
TENANT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

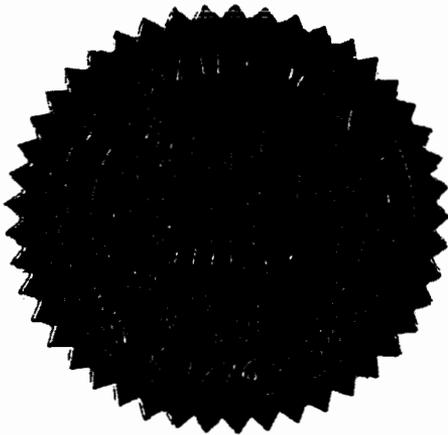
<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2014	2/1/2014	\$44,245.92		
	3/1/2014	\$44,245.92		
	4/1/2014	\$44,245.92		
	5/1/2014	\$44,245.92		
	6/1/2014	\$44,245.92		\$ 221,229.60
2015	7/1/2014	\$44,245.92	\$ 265,475.52	\$ 44,245.92
Total Rent			\$ 265,475.52	\$ 265,475.52

Initials: PAJ
Date: 12-9-13

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FORTY TERRILL PARK DRIVE LLC is a New Hampshire limited liability company formed on November 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of December, A.D. 2013

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State



FORTY TERRILL PARK LLC

c/o CPManagement, Inc.
11 Court Street, Suite 100
Exeter, NH 03833

Phone: 603.778.6300
E-Mail: ChuckT@CPManagement.com

CERTIFICATE OF VOTE / AUTHORITY

The undersigned, being both Registered Agent and Manager of Forty Terrill Park LLC (the "Company"), hereby states that on November 15th, 2013 that the Company voted to approve and authorize Peter A. Dusseault to enter into a contract with the State of New Hampshire on behalf of the Company.

Dated this 9th day of December 2013.

Witness

By: Peter A. Dusseault
Registered Agent

Witness

By: Peter A. Dusseault
Manager

State of New Hampshire

Filing fee: \$15.00
Use black print or type.

Form LLC-2
RSA 304-C:36 II and
RSA 304-C:177 V

LIMITED LIABILITY COMPANY STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT, OR BOTH.

PURSUANT TO THE PROVISIONS of Section 36 II or 177 V of Chapter 304-C of the New Hampshire Revised Statutes Annotated, the undersigned limited liability company, formed under the laws of the state of New Hampshire submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the state of New Hampshire:

FIRST: The name of the limited liability company is:

Forty Terrill Park Drive LLC

SECOND: The name of its registered agent is recorded as:

Goldman, Stephen R, Esq

THIRD: The street address, town/city of its registered office is recorded as:

46 N STATE ST Concord NH 03301

FOURTH: The name of its new registered agent is (Note 1):

Peter A. Dusseault

FIFTH: The street address, town/city of its new registered office is (Note 1):

11 Court St. Suite 100 Exeter NH 03833

SIXTH: The street address, town/city of its registered office and the address of the business office of its registered agent, as changed, will be identical.

SEVENTH: This document must be executed by a manager or member below.

 (Note 2)
(Signature)

PETER A. DUSSEAULT
(Print or type name)

MANAGER (Note 2)
(Title)

Date signed: 12-9-13

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fee with DATED AND SIGNED ORIGINAL to: Corporation Division, Department of State, 107 North Main Street, Concord, NH 03301-4989. Physical location: 25 Capitol Street, 3rd Floor, Concord, NH 03301.

Form LLC-2 (1/2013)

Search Results

Current Search Terms: 40 terill* Park* Drive* LLC*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

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Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



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

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

DATE: June 30, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

LESSEE: Department of Health and Human Services, 129 Pleasant Street, Concord NH

LESSOR: 40 Terrill Park Drive, LLC, C/o CP Management, Inc., Eleven Court Street,
Exeter, NH 03833

DESCRIPTION: Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued occupancy at the Departments' current "Concord District Office" comprised of 25,588 square feet of ground floor space located 40 Terrill Park Drive, Concord NH. The time provided by the extended term will allow the Department to undertake a competitive lease RFP process and submit any resulting proposed lease to all required authorities for approval

TERM: Ten (10) months: extending July 31, 2014 expiration date to May 31, 2015

RENT: The current rate of approx. \$20.75 per square foot which is \$530,951.04 annually shall remain unchanged (0% escalation) for the extended term, payable as \$44,245.92 per month

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL: \$442,459.20 for the Ten (10) month term

PUBLIC NOTICE: Sole-Source amendment of current lease, however any subsequent renewal or new lease will conform to all required competitive RFP processes

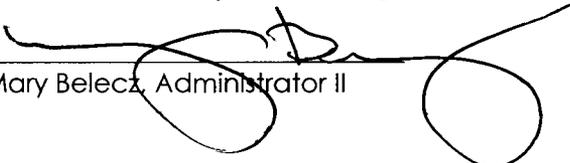
CLEAN AIR PROVISIONS: None applicable to an amended term

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

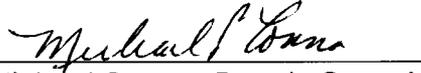
OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner