

YV 11



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

October 5, 2015

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

Sole Source
Retro active

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **retroactive, sole source** amendment to the existing lease with Forty Terrill Park Drive, LLC, C/o CPManagement, Inc., Eleven Court Street, Exeter, New Hampshire 03833 (Vendor #159349) for continued operation of the Concord District Office by increasing the price limitation in the amount of \$132,737.76 to \$3,634,754.16 from \$3,502,016.40 and by extending the term for up to three months from November 30, 2015 to February 29, 2016 effective retroactive to December 1, 2015. Governor and Council approved the original lease on January 14, 2009 item #58, amendment on January 29, 2014, item #22, amendment on July 16, 2014 item #5 and amendment on May 27, 2015, item #13. General Funds 60%, Federal Funds 40%.

Funds are available in the following account for SFY 2016.

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	\$530,951.04	\$ 0.00	\$530,951.04
SFY 2015	022-500248	Rents-Leases Other than State	\$530,951.04	\$ 0.00	\$530,951.04
SFY 2016	022-500248	Rents-Leases Other than State	\$221,229.60	\$132,737.76	\$353,967.36
Total			\$3,502,016.40	\$132,737.76	\$3,634,754.16

EXPLANATION

This agreement is retroactive due to stalled negotiations on the term of the amendment, the Landlord did not want to go beyond the estimated time frame of approval of the renewal lease, we therefore, agreed upon a three month amendment. The agreement is sole source because it was determined to be the most cost effective way to secure the necessary office space for up to three

October 5, 2015

Page 2

months to provide continuity of Department services to the public in the Concord area while finalizing the Request For Proposal. The amendment reflects an increase in the term of the lease for up to three months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the Concord catchment area. The Department will need up to three months to finalize the process and obtain authorization of a subsequent lease contract.

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Concord District Office location since 1989, currently housing ninety-nine (99) employees.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$20.75 per square foot gross and remains the same for the amendment 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, insurance 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.

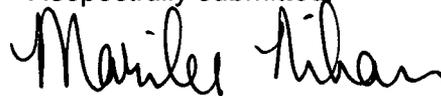
The original lease was competitively bid in July 2008, during that time the Request For Proposal was published in two newspapers and as a result one proposal was received, resulting in a renewal lease.

The area serviced 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

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

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

DATE: November 10, 2015

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

LESSEE: 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' Concord Area District Office comprised of 25,588 square feet of ground level space located at 40 Terrill Park Drive, Concord, NH. During the extended term the Department will finalize their lease RFP process and submit any resulting proposed new or renewal lease to all authorities for final approval.

TERM: Three (3) months: November 30, 2015 expiration extended to February 29, 2016.

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: \$132,737.76 for the three (3) month term

PUBLIC NOTICE: Sole-Source amendment of current lease, however the subsequent proposed long term 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

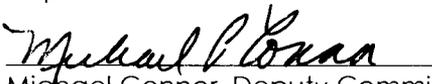
OTHER: Approval of the enclosed is recommended

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

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 December 1, 2015 through February 29, 2016
Total Rent:	\$132,737.76

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 10/6/15, 2015 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 Forty 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, amendment approved January 29, 2014, item #22, amendment approved July 16, 2014, item #5 and amendment approved May 27, 2015, item #13 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 "Request for Proposal" (RFP) process to obtain final approvals, and;

The Tenant will need up to three (3) months to subsequently complete the State of New Hampshire's lease RFP and authorization process for the proposed replacement contract, however, the Agreement expires 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, November 30, 2015 is hereby amended to terminate up to three (3) months thereafter, February 29, 2016. 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: 10/6/15

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 December 1, 2015 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 \$132,737.76.

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 thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials: PAD
Date: 10-2-15

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

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

Date: 10/20/15

By [Signature]
Sheri L. Rockburn, Chief Financial Officer

LANDLORD: Forty Terrill Park Drive, LLC

Date: 10-6-2015

By [Signature]
Peter A. Dusseault, Manager

Acknowledgement: State of Maine, County of Lincoln.

On (date) 10/6/15, 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]
Christina Stevens

Commission expires: 4/11/22 Seal:

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

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

By: [Signature], Assistant Attorney General, on 11/2/15

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>
2016	12/1/2015	\$44,245.92		
	1/1/2016	\$44,245.92		
	2/1/2016	\$44,245.92		
<i>Total Rent</i>			\$ 132,737.76	\$ 132,737.76

Initial: QAD
Date: 10-16-15

CERTIFICATE OF LIABILITY INSURANCE

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, Hillsboro, NH 03244-2250. CONTACT NAME: Betsy Merritt, PHONE: 603-464-3422, FAX: (603) 464-4066, E-MAIL ADDRESS: betsy@knaptoninsurance.com. INSURER(S) AFFORDING COVERAGE: MAINE MUTUAL GROUP INSURANCE CO.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability (BP20610875), Umbrella Liab (KU20610875), and Workers Compensation and Employers' Liability.

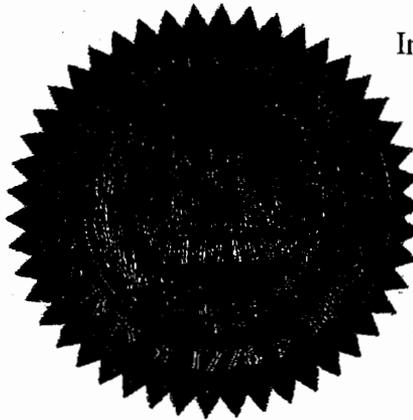
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: 40 Terrill Park Drive, Concord, NH 10 days notice of cancellation for non payment.

CERTIFICATE HOLDER: State of New Hampshire, Dept. of Health & Human Services, Attn: Leon Smith, Administrator, 129 Pleasant Street, Concord, NH 03301-3857. 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: [Signature]

State of New Hampshire
Department of State

CERTIFICATE

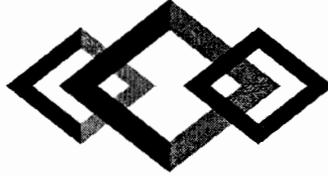
I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FORTY TERRILL PARK DRIVE LLC is a New Hampshire limited liability company formed on November 28, 2000. I further certify that it is in good standing as far as this office is concerned, having filed the annual 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 15th day of October, A.D. 2015

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

William M. Gardner
Secretary of State



cpmanagement

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 6th day of October 2015.

Witness

By: Peter A. Dusseault
Registered Agent

Witness

By: Peter A. Dusseault
Manager & Member

Witness

By: Barbara R. Dusseault
Member

[View assistance for Search Results](#)

Search Results

Current Search Terms: Forty* terrill* 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

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.36.20150930-1631

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5/27/15
#13

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

Nicholas A. Toumpas
Commissioner

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

Sheri L. Rockburn
Chief Financial Officer

COPY

April 16, 2015

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 #159349) for continued operation of the Concord District Office by increasing the price limitation in the amount of \$265,475.52 to \$3,502,016.40 from \$3,236,540.88 and by extending the term for up to six months from May 31, 2015 to November 30, 2015 effective June 1, 2015 or upon Governor and Council approval, whichever comes later. Governor and Council approved the original lease on January 14, 2009 item #58, amendment on January 29, 2014, item #22 and amendment on July 16, 2014, item #5. General Funds 60%, Federal Funds 40%.

Funds are available in the following account for SFY 2015 and anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets.

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
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SFY 2014	022-500248	Rents-Leases Other than State	\$530,951.04	\$ 0.00	\$530,951.04
SFY 2015	022-500248	Rents-Leases Other than State	\$486,705.12	\$ 44,245.92	\$530,951.04
SFY 2016	022-500248	Rents-Leases Other than State	\$ 0.00	\$221,229.60	\$221,229.60
Total			\$3,236,540.88	\$265,475.52	\$3,502,016.40

EXPLANATION

This **sole source** amendment is being requested to provide continuity of Department services to the public in the Concord area while finalizing the Request For Proposal. The amendment reflects an increase in the term of the lease for up to six months. Extending the term will allow the Department of Health and Human Services to continue

Premises while finalizing the Request for Proposal for future occupancy of office space serving the Concord catchment area. The Department will need up to six months to finalize the process and obtain authorization of a subsequent lease contract.

The Department of Health and Human Services, Division of Client Services, Division for Children, Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Concord District Office location since 1989, currently housing ninety-nine (99) employees.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$20.75 per square foot gross and remains the same for the amendment 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, insurance 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.

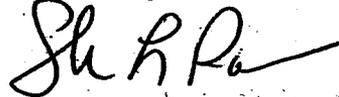
The original lease was competitively bid in July 2008, during that time the Request For Proposal was published in two newspapers and as a result one proposal was received, resulting in a renewal lease.

The area serviced 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 June 1, 2015
through November 30, 2015

Total Rent: \$265,475.52

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, April 10th 2015 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, amendment approved January 29, 2014, item #22, amendment approved July 16, 2014, item #5 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 "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 subsequently 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, May 31, 2015 is hereby amended to terminate up to six (6) months thereafter, November 30, 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: AAH
Date: 4/10/15

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 June 1, 2015 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 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 thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initial: 

Date: 4/10/15

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

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

Date: 4/20/2015

By: [Signature]
Sheri L. Rockburn, Chief Financial Officer

LANDLORD: 40 Terrill Park Drive, LLC

Date: 4/10/2015

By: [Signature]
Peter A. Dusseault, Manager

Acknowledgement: State of NEW HAMPSHIRE County of Rockingham

On (date) 4/10/15, 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 PUBLIC

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

By: [Signature], Assistant Attorney General, on 4/27/15

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on **MAY 27 2015**

DEPUTY SECRETARY OF STATE

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

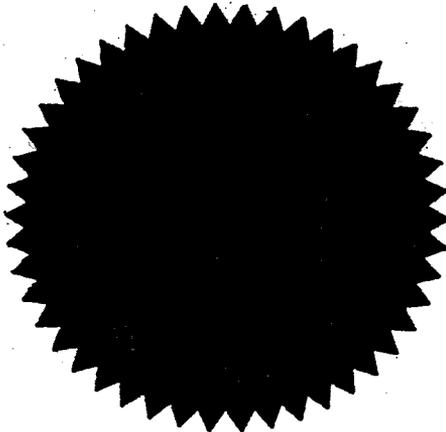
<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2015	6/1/2015	\$44,245.92		\$ 44,245.92
2016	7/1/2015	\$44,245.92		
	8/1/2015	\$44,245.92		
	9/1/2015	\$44,245.92		
	10/1/2015	\$44,245.92		
	11/1/2015	\$44,245.92		\$ 221,229.60
Total Rent			\$ 265,475.52	\$ 265,475.52

Initials: 
Date: 4/10/15

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 20, 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 22nd day of April, A.D. 2015

Handwritten signature of William M. Gardner in cursive script.

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 April 2015.

Witness

By: Peter A. Dusseault
Registered Agent

Witness

By: Peter A. Dusseault
Manager & Member

Witness

By: Barbara R. Dusseault
Member

[View assistance for Search Results](#)

Search Results

Current Search Terms: Forty* terrill* 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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Research Results

Abstract

The purpose of this study was to investigate the effects of a 12-week training program on the physical fitness and health of sedentary individuals. The study was conducted in a laboratory setting and involved a group of 20 participants who were randomly assigned to either a control group or an exercise group. The exercise group performed a combination of aerobic and resistance training three times per week. The control group remained sedentary throughout the study. Data were collected at baseline and at the end of the 12-week period. The results showed that the exercise group experienced significant improvements in cardiovascular fitness, muscle strength, and body composition compared to the control group. There were no significant changes in health-related variables such as blood pressure and cholesterol levels. The findings suggest that a structured exercise program can effectively improve physical fitness and health in sedentary individuals.

Keywords: exercise, fitness, health, sedentary, training program.

SM

7/16/14
#5



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

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

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

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	\$530,951.04	\$ 0.00	\$530,951.04
SFY 2015	022-500248	Rents-Leases Other than State	\$ 44,245.92	\$ 442,459.20	\$486,705.12
Total			\$2,794,081.68	\$ 442,459.20	\$3,236,540.88

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

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.

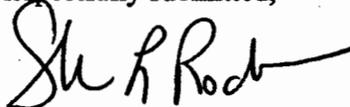
The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Concord Monitor in July 2008. The space search produced only one valid response consisting of 40 Terrill Park Drive, LLC.

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.

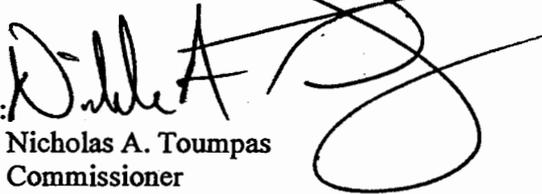
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

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: PAO

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: PAD
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. DUSSEAU, 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: [Signature], on JUL 16 2014

DEPUTY SECRETARY OF STATE

**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

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).

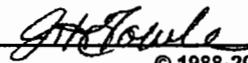
PRODUCER Knapton, Reade & Woods Agency 22 School Street P O Box 2250 Hillsboro, NH 03244-2250	CONTACT NAME: Betsy Merritt	
	PHONE (A/C, No, Ext): 603-464-3422 FAX (A/C, No): (603) 464-4066 E-MAIL ADDRESS: betsy@knaptoninsurance.com	
INSURED Forty Terrill Park, LLC c/o CPManagement, Inc. 11 Court Street, Suite 100 Exeter, NH 03833	INSURER(S) AFFORDING COVERAGE INSURER A: Maine Mutual Group Insurance Co	NAIC #
	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	ADDLSUBR INSR WYVD	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"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED 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 <input type="checkbox"/> 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 STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

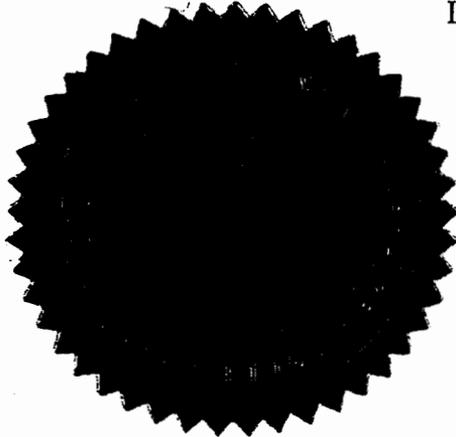
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 10 Days notice of cancellation for non payment.

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 Gardner", written in black ink.

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* terrill* Park* Drive* LLC*

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No records found for current search.

Glossary

Search

Results

Entity

Exclusion

Search

Filters

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Area - Entity
Management

By
Functional
Area -
Performance
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**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

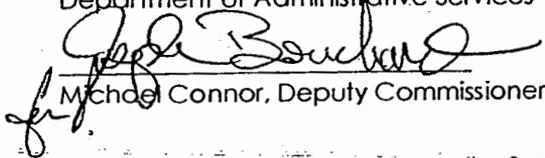
OTHER: Approval of the enclosed is recommended

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

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 February 1, 2014
through July 31, 2014

Total Rent: \$265,475.52

1/29/14
#22



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

COPY

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
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

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

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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

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.

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.

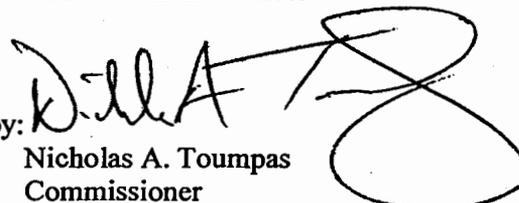
Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the Request For Proposal. The area served by the Concord District Office is the entire Merrimack County.

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,


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

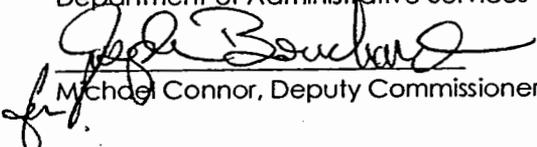
OTHER: Approval of the enclosed is recommended

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

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 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 CPMManagement, 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 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 "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: (CAO)
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) 12/19/13, 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**

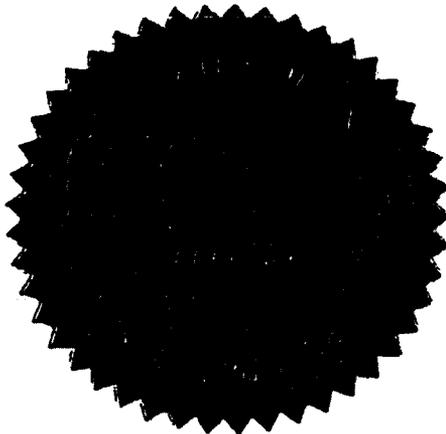
<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2014	2/1/2014	\$44,245.92		
	3/1/2014	\$44,245.92		
	4/1/2014	\$44,245.92		
	5/1/2014	\$44,245.92		
	6/1/2014	\$44,245.92		\$ 221,229.60
2015	7/1/2014	\$44,245.92	\$ 265,475.52	\$ 44,245.92
Total Rent		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

Initials: DA
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

A handwritten signature in cursive script, appearing to read "William M. Gardner", is written in black ink.

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

Search

Results

Entity

Exclusion

Search

Filters

By Record
Status

By
Functional
Area - Entity
Management

By
Functional
Area -
Performance
Information

SAM | System for Award Management 1.0

IBM v1.1413.20131213-1603

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





1/14/09
#58

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

COPY

Nicholas A. Toumpas
Commissioner

James P. Fredyma
Controller

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4846 1-800-852-3345 Ext. 4846
Fax: 603-271-8149 TDD Access: 1-800-735-2964

November 26, 2008

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a lease renewal with 40 Terrill Park Drive, LLC, C/o CPManagement, Inc., Eleven Court Street, Exeter, New Hampshire 03833 (Vendor #108876) in the amount of \$2,528,606.16 commencing effective February 1, 2009 and to end five years thereafter on January 31, 2014. Funds are available in the following account for SFY 2009 and are anticipated to be available in SFY 2010 through SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets.

Account 010-095-5685-022-0248

SFY 2009	\$200,439.35
SFY 2010	\$486,065.39
SFY 2011	\$498,198.32
SFY 2012	\$510,693.81
SFY 2013	\$523,487.85
SFY 2014	<u>\$309,721.44</u>
Total	\$2,528,606.16

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this Concord District Office location since 1989, currently housing one hundred and twelve employees.

As required by Administrative Rule Adm 610.06 "Public Notice" on July 18 and 25, 2008, a space search was conducted through newspaper advertisements in the New Hampshire Union Leader and The Concord Monitor (see attached Advertising Schedule). The Department submitted the advertisement to the Department of Administrative Services for inclusion on the web page <http://www.state.nh.us/das/bpm/index.html> for broadened exposure. The Department also placed the Request For Proposal (RFP) on its RFP web page. The space search produced only one response, from 40 Terrill Park Drive, LLC, the current Landlord. Therefore the Department negotiated a lease renewal with 40 Terrill Park Drive, LLC. James Fredyma, Controller for the Department of

Health and Human Services and David Clapp, Bureau Chief for the Department of Administrative Services, Bureau of Facilities and Assets Management, reviewed the proposals.

The lease renewal rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance. The current lease rate is \$19.32 per square foot gross, the renewal rate is \$18.80 per square foot gross, which is less than the current lease's fourth year rent rate of \$18.85. The rate includes a 2.5% escalator for years two through five. There are no options attached to this renewal. The lease renewal provides the same terms and conditions as the original lease. The square footage remains the same at 25,588 square feet. Included in the rate at not cost to the Department, the Landlord will provide an opening in the wall of the reception area approximately 32 inches by 38 inches with approximately 12 inches of plastic laminate counter at 34 inches from the finished floor. This opening will provide a secure area for staff sign-in and receipt of documents without entering the reception area.

As part of this lease renewal agreement, a special provision (Exhibit E) will allow DHHS to request minor alterations, renovations and modifications to be made by the Landlord at DHHS' expense (not to exceed \$5,000 per year) without amending the amount of this contract.

Approval of this lease renewal will allow the Department to continue to provide services to the public in a secure and confidential environment.

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.

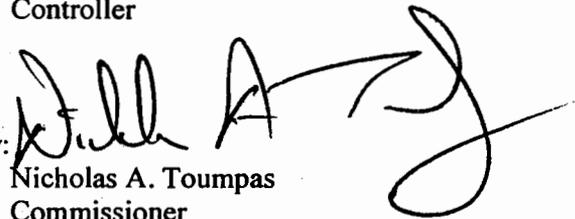
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

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 \$40,087.87 Year 2 \$41,090.06 Year 3 \$42,113.58 Year 4 \$43,179.75 Year 5 \$44,245.92
Square Footage:	25,588
Square Foot Rate:	Year 1 \$18.80 Year 2 \$19.27 Year 3 \$19.75 Year 4 \$20.25 Year 5 \$20.75
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing February 1, 2009 through January 31, 2014
Total Rent:	\$2,528,606.16

Advertising Schedule

Wanted to rent in Concord, New Hampshire for a term of five (5) or alternately ten (10) years, approximately 25,500 to 28,000 square feet of space for use by the State of NH Department of Health and Human Services (DHHS) to provide a new District Office. All interested parties must offer the option of either a 5 or 10 year lease term which shall commence after approval by the Governor and Executive Council, with a delay in Tenant occupancy thereafter for completion of construction and/or renovation of no more than twelve (12) months. The space offered must be renovated to meet State's programmatic specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications please contact Leon Smith, Administrator, Bureau of Planning and Management, 129 Pleasant Street, Concord, NH 03301, (603 271-4821) or alternately, obtain the specifications by logging on to the State's lease WEB site at: <http://admin.state.nh.us/bpm/index.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Friday, August 8, 2008. The State of NH reserves the right to accept or reject any or all proposals.

Ad Placement schedule:

	Run 1	Run 2
The New Hampshire Union Leader	Friday July 18, 2008	Friday July 25, 2008
Manchester, NH		
The Concord Monitor	Friday July 18, 2008	Friday July 25, 2008
Concord, NH		