



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

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BUREAU OF FACILITIES MAINTENANCE AND OFFICE SERVICES

Lori A. Shibinette
Commissioner

David S. Clapp
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9094 1-800-852-3345 Ext. 9094
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April 26, 2022

His Excellency, Governor Christopher T. Sununu
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** lease with the Concord Litho Group, Inc. 92 Old Turnpike Road, Concord, NH 03301 (Vendor #174084) for warehouse space at 19 and 23 Terrill Park Drive in Concord, for the Department's Emergency Services Unit storage of COVID-related supplies and equipment in the amount not to exceed \$3,959,228.00 effective June 1, 2022 through January 31, 2027. 100% Federal Funds.

Funds are available in the following account for SFY 2022 and SFY 2023 and are anticipated to be available in SFY 2024, upon the availability and continued appropriation of funds in the future operating budgets.

05-095-094-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS

Fiscal Year	Class/Object	Class Title	Job Number	Amount
SFY 2022	022-500248	Rents-Leases Other than State	00FRF602PH9521A	\$67,500.00
SFY 2023	022-500248	Rents-Leases Other than State	00FRF602PH9521A	\$811,669.00
SFY 2024	022-500248	Rents-Leases Other than State	00FRF602PH9521A	\$831,755.00
SFY 2025	022-500248	Rents-Leases Other than State	00FRF602PH9521A	\$852,540.00
SFY 2026	022-500248	Rents-Leases Other than State	00FRF602PH9521A	\$874,054.00
SFY 2027	022-500248	Rents-Leases Other than State	00FRF602PH9521A	\$521,710.00
Total				\$3,959,228.00

EXPLANATION

This request is sole source to allow the Department to enter into a new lease for approximately 71,942 square feet of warehouse space to exclusively and securely store COVID-related supplies and equipment, and for managing health and human services-related emergency logistics. The Department submitted a waiver request to the Department of Administrative Services (DAS) under Admin 610.11, Exemptions and Waivers from Public Notice Requirement, which was approved by the Commissioner on April 12, 2022 (see attached).

The current rate is \$11.33 per square foot and shall increase 2.5% annually for a term of 56 months. The lease is structured to be payable as a full gross lease, inclusive of real estate taxes, insurance, heat, electricity, janitorial services, and common area maintenance (including snow plowing,

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

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snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping).

The warehouse provides specialist racking, which is needed to allow for greater density and organization of the existing, and future procurements, of personal protection equipment (PPE) for the State. The warehouse is expected to safeguard over \$20 million worth of PPE supplies. The proposed rate is within the reasonable range for warehouse space of this characteristic. Additionally, having the warehouse in Concord is advantageous because it provides a centralized distribution point throughout the state, as well as close proximity to the Department's ESU for management oversight.

In the event there are significant reductions in the volume of PPE supplies or equipment being stored, the Department has the right of early termination of 23 Terrill Park Drive (approximately 35,160 SF) after the initial two year term.

Funding for this request is 100% Federal Funds.

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: May 4, 2022

SUBJECT: Attached Lease Agreement
Approval respectfully requested

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

LESSEE: State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301

LESSOR: Concord Litho Group, Inc., 92 Old Turnpike Road, Concord, NH 03301

DESCRIPTION: Approval of the enclosed will authorize a 56 month sole source lease of warehouse space for property located at 19 and 23 Terrill Park Drive, Concord, New Hampshire 03301.

TERM: 56 months - commencing June 1, 2022, and ending January 31, 2027.

RENT: Monthly rent for year one is \$67,500.00 at a rate of \$11.33 per square foot. Rent will increase by 2.5% annually for the remaining 4 years. Total rent for fifty-six months is \$3,959,228.00.

JANITORIAL: Included in the lease.

UTILITIES: Utilities are included in the lease. The tenant pays for data, security surveillance and telecommunications.

TOTAL: \$3,959,228.00

PUBLIC NOTICE: Waived. See attached approved request.

CLEAN AIR PROVISIONS: N/A; storage space is exempt from testing requirements.

BARRIER-FREE DESIGN COMMITTEE: Exempt from Committee review due to use of space.

OTHER: Approval of the enclosed agreement is recommended.

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

Approved by: Department of Administrative Services



Karen L. Rantamaki, Director, Plant & Property



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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April 4, 2022

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

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus".

RE: Waiver Request per Admin 610.11

Dear Commissioner Arlinghaus:

The Department of Health and Human Services (Department) currently leases warehouse space on 19 and 23 Terrill Park Drive, Concord, for the Department's Emergency Services Unit (ESU) storage of Covid-19 supplies.

In response to the State's strategic response to the Covid-19 pandemic, the Department obtained approximately 71,492 square feet of warehouse space to exclusively and securely stockpile and safely distribute Covid-19 supplies. The warehouse space was customized to include specialty racking, previously procured by the Department, which was needed to allow for greater density and organization of the existing, and future procurements, of personal protection equipment (PPE) for the State. The value of PPE supplies currently secured at the warehouse exceeds \$20 million.

The current rate is \$11.33 per square foot and shall increase 2.5% annually for a term of up to five years. In the event the volume of PPE supplies stored in the warehouse decreases, the Department has the right of early termination of 23 Terrill Park Drive (approximately 35,160 SF) after the initial two year term. The lease is structured to be payable as a full gross lease, inclusive of real estate taxes, insurance, heat, electricity, janitorial services, 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 proposed rate is within the reasonable range for warehouse space of this characteristic, and to relocate the existing PPE supplies would be cost prohibitive. Additionally, having the warehouse in Concord is advantageous because it provides a centralized distribution point throughout the state, as well as close proximity to the Department's ESU for management oversight.

In November 2014 and January 2017, the Department initiated Requests for Proposals (RFP) for warehouse space to accommodate the needs of NH Hospital and the ESU. Both RFP's provided no viable results primarily due to the limited availability of warehouse space in the Concord area, lack of reasonable rentable warehouse space (some providing rates in the \$20 per square foot range), and the State's stringent lease contract requirements that present significant obstacles for building owners. Therefore, the Department is requesting a waiver under Admin 610.11 Exemptions and Waivers from Public Notice Requirement, (c), 2, b. in pertinent part "is in the best interest of the state and can be obtained at a cost that compares favorably to the current price of similar space for rent, or similar space that is currently rented by the state."

Charles M. Arlinghaus

April 4, 2022

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Approval of this waiver will allow the Department to continue to lease space to accommodate essential warehousing of critical PPE for the State of New Hampshire.

Your consideration of this waiver request is greatly appreciated.

Respectfully,



Lori A. Weaver
Deputy Commissioner

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

1. Parties to the Lease:

This indenture of Lease is made by the following parties:

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

Name: Concord Litho Group, Inc.

(individual or corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 92 Old Turnpike Road

Street Address (principal place of business)

Concord NH 03301 603.496.3456
City State Zip Telephone number

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

Department Name: Health and Human Services

Address: 129 Pleasant Street

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

Concord NH 03301 603.271.9501
City State Zip Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 19 Terrill Park Drive (Suite A) and 23 Terrill Park Drive (Suite B)

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

Concord NH 03301
City State Zip

The demise of the premises consists of: approximately 71,492 square feet of warehouse space; 19 Terrill Park Drive (Suite A) at 36,332, and 23 Terrill Park Drive (Suite B) at 35,160.

(provide square footage of the leased space)

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

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

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

Commencing on the 1st day of June, in the year 2022, and ending on the 31st day of January, in the year 2027, unless sooner terminated in accordance with the Provisions hereof.

Landlord Initials: PEL

Date: 4/6/22

3.2 Occupancy Term: Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 56 months commencing on the 1st day of June, in the year 2022, unless sooner terminated in accordance with the Provisions hereof.

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

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

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

3.5 Conditions on the Commencement and Extension of Term:

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

4. Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date:

(*insert month, date and year*) June 1, 2022

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

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

Landlord Initials: PKC
Date: 4/6/22

See Exhibit D for text replacing Section 5 Conditional Obligation of the State

5. Conditional Obligation of the State:

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

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

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

Exceptions: | _____

OR:

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

Exceptions: | Tenant solely responsible for telephone, data and security surveillance services | _____
with direct payment to provider thereof.

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

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

Landlord Initials: PEC
Date: 7/6/22

6.3 Electrical and Lighting: The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. Use of Premises:

The Tenant shall use the premises for the purpose of:

warehouse space for Tenant's Emergency Services Unit

and for any other reasonable purposes that may arise in the course of the Tenant's business.

8. Maintenance and Repair by the Landlord:

8.1 General Provisions: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including any "common" building spaces such as parking areas, walkways, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators which provide access to the Premises. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises or any appurtenance thereto, which may become necessary during the Term or any extension or amendment of the Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority having jurisdiction, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of any existent roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance shall also include timely and consistent provision of any and all pest control which may become necessary within the Premises. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" (ADA) and/or any State or Municipal codes or ordinances specifying requirements for architectural barrier-free access shall be performed regularly and with due diligence, in order to ensure continuity of compliance with all applicable regulations. The Landlord shall meet with the Tenant upon request and as necessary to review and discuss the condition of the Premises.

8.2 Maintenance and Repair of Broken Glass: The Landlord shall replace any and all structurally damaged or broken glass the same day that they are notified by the Tenant, or the damage is observed. In the event that the Landlord is unable to procure and/or install the replacement glass within the same day, they shall notify the Tenant in writing prior to the close of business that day, providing an explanation as to the cause of the delay and the date the damage will be corrected. In the instance of delayed repair, the Landlord shall remove the damaged or broken glass the same day it is noticed or reported, and secure the opening and/or damaged area to the satisfaction of the Tenant.

8.3 Recycling: The Landlord shall cooperate with the Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

8.4 Window Cleaning: The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1st of every year.

8.5 Snow Plowing and Removal: The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 2" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use, clearing said spaces within twelve (12) hours of snow and/or ice accumulations. The Landlord shall sweep and remove winter sand and salt deposited in the above referenced areas by no later than June 1st of each year.

Landlord Initials: PEL
Date: 4/6/22

8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

8.7 Site Maintenance: Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.
- D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

8.8 Heating Ventilation and Air Conditioning (HVAC): The HVAC system in the Premises shall be maintained regularly and with due diligence in order to ensure continuous compliance with current industry standards set forth by the "American Industrial Hygiene Association" (AIHA) and the "American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc." (ASHRAE). All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. The Landlord shall keep a written record of the dates the required semi-annual HVAC maintenance is provided, submitting a copy of this record to the Tenant on the annual anniversary date of the agreement herein. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold.

- A) **Maintenance of Air Quality Standards:** In the event that the referenced statutory requirements for indoor air quality are not met at any time during the term, the Landlord agrees to undertake corrective action within ten (10) days of notice of deficiency issued by the Tenant. The notice shall contain documentation of the deficiency, including objective analysis of the indoor air quality.
- B) Landlord and Tenant agree to meet as requested by either party and review concerns or complaints regarding indoor air quality issues. In the event of any issue not being resolved to the mutual satisfaction of either party within thirty (30) days of such meeting, an independent qualified and licensed professional shall be retained to prepare an objective analysis of air quality, mechanical systems and operations/maintenance procedures. Should the analysis support the complaint of the Tenant, the cost of the report and corrective actions shall be borne by the Landlord. Should the report fail to support any need for corrective action or be the result of changes in occupancy count or space uses by the Tenant from the time of initial occupancy, the cost of the independent consultant shall be borne by the Tenant.

Landlord Initials: PEK
Date: 4/6/22

C) In addition to other provisions of this section, the Landlord hereby agrees to make their best effort to replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant in writing prior to the close of business that day to provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate the Tenant until the deficiency is remedied.

8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc.:

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report.

8.10 Interior finishes and surfaces:

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

8.11 Janitorial Services: Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

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

OR:

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

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

Landlord Initials: PKC
Date: 4/6/22

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

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

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

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

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

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

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

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

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

Landlord Initials: PEC
Date: 4/6/22

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

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

10.2 Schedule for Completion: All improvements shall be completed in accordance with the "Tenant's Design-Build Documents" which shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document, and shall be completed on or before the date set forth in section 3.2 herein for commencement of the "Occupancy Term".

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

A) **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or

B) **Occupancy of Premises "As is":** Occupy the Premises in its current condition, provided a "certificate of occupancy" has been issued for the Premises by the code enforcement official having jurisdiction, in which event the rent hereunder shall be decreased by the estimated proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or

C) **Completion of Improvements by Tenant:** Complete the improvements at Tenant's own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or

D) **Delay Occupancy:** The date for Tenant occupancy and commencement of rental payments set forth in Section 3.2 herein, shall at the Tenant's option, be postponed until possession of the Premises is given. In such instance the "Schedule of Payments" set forth in Exhibit A herein shall be amended to reflect the delayed inception date of the Tenant's rental and occupancy, with the date for termination also revised to expire the same number or years and/or months thereafter as originally set forth in the Agreement herein. Commencement of the amended Agreement shall be subject to the provisions of paragraph 3.5 herein.

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

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

Landlord Initials: PEL
Date: 4/6/22

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

Landlord Initials: PEL
Date: 4/6/22

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

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

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

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

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

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

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

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

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

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

Landlord Initials: PEL
Date: 4/6/22

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

20. Hazardous Substances:

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

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

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

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

20.5 Asbestos:

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

20.6 Material Safety Data Sheets (MSDS)

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

Landlord Initials: PEL
Date: 4/4/22

21. Broker's Fees and Indemnification: The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims.

22. Notice: Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.

23. Required Property Management and Contact Persons: During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

23.1 Property Management: Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

LANDLORD'S PROPERTY MANAGEMENT CONTACT:

Name: Peter Cook

Title: Chief Executive Officer of Concord Litho Group, Inc.

Address: c/o Concord Direct, 92 Old Turnpike Road, Concord, NH 03301

Phone 603.496.3456

Email Address: pcook@concorddirect.com

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

TENANT'S CONTACT PERSON:

Name: David Clapp

Title: DHHS Director of Facilities

Address: 129 Pleasant Street, Concord, NH 03301 Phone: 603.271.9501

Email Address: david.s.clapp@dhhs.nh.gov

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

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

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

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

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

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

Landlord Initials: PKC

Date: 4/6/22

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

26. Personnel:

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

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

28. Miscellaneous:

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

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

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

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

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

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

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

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

28.9 Special Provisions: The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.

28.10 Incompatible Use: The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: PEL
Date: 4/6/22

IN WITNESS WHEREOF; the parties hereto have set their hands as of the day and year first written above.

TENANT: The State of New Hampshire, acting through its' Department of Health and Human Services

Lori Shiberette

Authorized by: (full name and title) Lori Weaver, Deputy Commissioner

Lori Shiberette, Commissioner

LANDLORD: (full name of corporation, LLC or individual) Concord Litho Group, Inc.

Authorized by: (full name and title) [Signature]

Signature

Print: Peter Cook, Chief Executive Officer
Name & Title

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

OF: New Hampshire COUNTY OF: Merrimack

UPON THIS DATE (insert full date) April 4, 2022, appeared before

me (print full name of notary) CONSTANCE A COPPINGER the undersigned officer personally

appeared (insert Landlord's signature) [Signature]

who acknowledged him/herself to be (print officer's title, and the name of the corporation) C.E.O. of

Concord Litho Group, Inc. and that as such

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

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

CONSTANCE A. COPPINGER, Notary Public
My Commission Expires November 8, 2022

[Signature]

APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

Approved by the Department of Justice as to form, substance and execution:

Approval date: 4/28/22

Approving Attorney: [Signature] Robyn.A. Guerin@doj.nh.gov

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

Landlord Initials: PC
Date: 4/6/22

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

**EXHIBIT A
SCHEDULE OF PAYMENTS**

Part I: Rental Schedule:

The Premises are comprised of approximately 71,492 square feet of space (as set forth in "Section 2" herein). These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. The Tenant shall pay the monthly and annual costs set forth in the "Rental Schedule".

Rental payments for the Premises shall commence upon the "Occupancy Term" and be in accordance with the "Rental Schedule" herein.

FIFTY SIX (56) MONTHS RENTAL SCHEDULE

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Approximate % Increase Over Previous Year</u>
Year 1	6/1/22 - 5/31/23	\$11.33	\$67,500.00	\$810,000.00	
Year 2	6/1/23 - 5/31/24	\$11.61	\$69,169.00	\$830,028.00	2.5%
Year 3	6/1/24 - 5/31/25	\$11.90	\$70,896.00	\$850,752.00	2.5%
Year 4	6/1/25 - 5/31/26	\$12.20	\$72,684.00	\$872,208.00	2.5%
Year 5	6/1/26 - 1/31/27	\$12.51	\$74,530.00	\$596,240.00	2.5%

Total fifty six months term \$3,959,228.00

Landlord Initials: PK
Date: 4/6/22

Part II: Additional Costs:

There are no additional costs associated with this lease.

Landlord Initials: PKK
Date: 4/6/22

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2022	6/1/2022	\$ 11.33	\$ 67,500.00		\$ 67,500.00
2023	7/1/2022		\$ 67,500.00		
	8/1/2022		\$ 67,500.00		
	9/1/2022		\$ 67,500.00		
	10/1/2022		\$ 67,500.00		
	11/1/2022		\$ 67,500.00		
	12/1/2022		\$ 67,500.00		
	1/1/2023		\$ 67,500.00		
	2/1/2023		\$ 67,500.00		
	3/1/2023		\$ 67,500.00		
	4/1/2023		\$ 67,500.00		
	5/1/2023		\$ 67,500.00	\$ 810,000.00	
	6/1/2023	\$ 11.61	\$ 69,169.00		\$ 811,669.00
2024	7/1/2023		\$ 69,169.00		
	8/1/2023		\$ 69,169.00		
	9/1/2023		\$ 69,169.00		
	10/1/2023		\$ 69,169.00		
	11/1/2023		\$ 69,169.00		
	12/1/2023		\$ 69,169.00		
	1/1/2024		\$ 69,169.00		
	2/1/2024		\$ 69,169.00		
	3/1/2024		\$ 69,169.00		
	4/1/2024		\$ 69,169.00		
	5/1/2024		\$ 69,169.00	\$ 830,028.00	
	6/1/2024	\$ 11.90	\$ 70,896.00		\$ 831,755.00
2025	7/1/2024		\$ 70,896.00		
	8/1/2024		\$ 70,896.00		
	9/1/2024		\$ 70,896.00		
	10/1/2024		\$ 70,896.00		
	11/1/2024		\$ 70,896.00		
	12/1/2024		\$ 70,896.00		
	1/1/2025		\$ 70,896.00		
	2/1/2025		\$ 70,896.00		
	3/1/2025		\$ 70,896.00		
	4/1/2025		\$ 70,896.00		
	5/1/2025		\$ 70,896.00	\$ 850,752.00	
	6/1/2025	\$ 12.20	\$ 72,684.00		\$ 852,540.00
2026	7/1/2025		\$ 72,684.00		
	8/1/2025		\$ 72,684.00		
	9/1/2025		\$ 72,684.00		
	10/1/2025		\$ 72,684.00		
	11/1/2025		\$ 72,684.00		
	12/1/2025		\$ 72,684.00		
	1/1/2026		\$ 72,684.00		
	2/1/2026		\$ 72,684.00		
	3/1/2026		\$ 72,684.00		
	4/1/2026		\$ 72,684.00		

Landlord Initials: PKC
Date: 4/6/22

	5/1/2026		\$ 72,684.00	\$ 872,208.00	
	6/1/2026	\$ 12.51	\$ 74,530.00		\$ 874,054.00
2027	7/1/2026		\$ 74,530.00		
	8/1/2026		\$ 74,530.00		
	9/1/2026		\$ 74,530.00		
	10/1/2026		\$ 74,530.00		
	11/1/2026		\$ 74,530.00		
	12/1/2026		\$ 74,530.00		
	1/1/2027		\$ 74,530.00	\$ 596,240.00	\$ 521,710.00
Total Rent				\$ 3,959,228.00	\$ 3,959,228.00

Landlord Initials: PKL
Date: 4/12/22

EXHIBIT B

JANITORIAL SERVICES:

1. Landlord shall assume responsibility for and pay for all janitorial services to the Premises during the term herein. These services shall include, but not be limited to, the following:
 - Daily Damp mop cleaning of the resilient flooring in the rest rooms.
 - Daily Cleaning of all fixtures and surfaces within the rest rooms.
 - Consistent Provision of all supplies within the rest rooms, such as toilet paper and paper towels, and

2. Landlord shall assume responsibility for and pay for the following:
 - a. The Landlord shall be responsible for the replacement of any expired light bulbs, lamps and/or fluorescent tubes in the interior of the Premises; and,

 - b. The Landlord shall be responsible for the replacement of any expired or broken light bulbs, lamps and/or fluorescent tubes located at the exterior of the Premises and/or fixtures in the parking lot and site areas serving the Premises; and,

 - c. The Landlord shall be responsible for the replacement of any (regardless of interior or exterior) broken or improperly operating light fixtures, and/or ballasts throughout the Premises.

 - d. The Landlord shall be responsible for cleaning the exterior surfaces of all windows within the Premises annually.

 - e. The Landlord is responsible for the timely provision of all services specified herein in section 8 "Maintenance and Repair by the Landlord".

Landlord Initials: JEL
Date: 4/6/22

EXHIBIT C

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

Part I **Architecturally Barrier-Free access to the Premises conforming with all applicable codes and regulations which are in effect as of the date of inception of the Term shall be provided unless otherwise agreed by the parties hereto and agreed by the "Architectural Barrier-Free Design Committee". If Barrier-Free access is deficient it shall be provided after the inception of the Term herein by making certain renovations and/or alterations to the Premises which shall include all recommendations set forth by the State of New Hampshire's "Architectural Barrier-Free Design Committee" (AB Committee) in their "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.**

The premises consist of warehouse space and shall be used solely for storage purposes; such space shall not have designated staff on site. Therefore, a Letter of Recommendation is not required from the Architectural Barrier Free Design Committee.

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

The space is designated as warehouse space and shall not be used as office space. Therefore, clean air testing is not required.

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

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

Tenant shall use any recycling services that are economically feasible and become readily available during the term. Landlord shall cooperate with Tenant to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

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

Landlord Initials: P&L
Date: 4/4/22

**EXHIBIT D
SPECIAL PROVISIONS**

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

SPECIAL PROVISIONS OF THE LEASE:

- A. Tenant shall be solely responsible for procuring a dumpster to be used for waste removal from the Premises. Landlord shall accommodate the location and periodic emptying of the dumpster adjacent to the rear exterior of the Premises.

- B. Federal Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions: The "List of Parties Excluded From Federal Procurement or Non-procurement Programs" was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be debarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise. Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.

- C. Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

MODIFICATION OF STANDARD PROVISIONS OF THE LEASE:

1. Effective Date; Term.

Early Termination:

Upon the completion of the initial twenty-four (24) months of the term, the Tenant shall have the right of early termination of 23 Terrill Park Drive, Suite B (35,160 SF). Notice of such early termination shall be delivered to the Landlord ninety (90) days in advance of the requested termination date. In the event of early termination of 23 Terrill Park Drive, Suite B, rental payments shall be in accordance with the modified Schedule of Payments – Exhibit A – Option, attached hereto, effective upon the date of termination.

Notwithstanding any of the above, the parties agree early termination of 23 Terrill Park Drive, Suite B, shall have no bearing on the continuance of the Lease Agreement governing 19 Terrill Park Drive, Suite A (36,332 SF), and the obligations of the parties thereunder shall remain in full force and effect through the remaining term.

Landlord Initials: PEL
Date: 4/6/22

2. Conditional Obligation of the State is deleted, replaced by the following:

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Lease in whole or in part immediately upon giving the Landlord notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant, the Tenant may, at its' option, serve ninety (90) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section, the Tenant shall vacate all or part of the Premises within a ninety (90) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

3. Additional Conditions upon Commencement.

The 23 Terrill Park Drive lease agreement effective October 1, 2020 to September 30, 2022, approved by Governor and Executive Council on August 26, 2020 item #B, and amendment approved by Governor and Executive Council on October 13, 2021, item #11, may be terminated upon the same date set for the commencement of this lease; such lease shall supersede the terms and conditions of the current 23 Terrill Park Drive lease agreement and shall be effective upon Governor and Executive Council approval.

Landlord Initials: PK
Date: 4/6/22

**OPTION
EXHIBIT A
SCHEDULE OF PAYMENTS**

FIFTY SIX (56) MONTHS RENTAL SCHEDULE

<u>Term</u>	<u>Dates</u>	<u>Approximate Cost Per Square Foot</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>	<u>Approximate % Increase Over Previous Year</u>
Year 1	6/1/22 - 5/31/23	\$11.33	\$67,500.00	\$810,000.00	
Year 2	6/1/23 - 5/31/24	\$11.61	\$69,169.00	\$830,028.00	2.5%
Year 3	6/1/24 - 5/31/25	\$11.90	\$36,029.00	\$432,348.00	2.5%
Year 4	6/1/25 - 5/31/26	\$12.20	\$36,938.00	\$443,256.00	2.5%
Year 5	6/1/26 - 1/31/27	\$12.51	\$37,876.00	\$303,008.00	2.5%

Total fifty six months term \$2,818,640.00

Landlord Initials: PEL
Date: 5/6/22

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Square Foot Rate</i>	<i>Monthly Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2022	6/1/2022	\$ 11.33	\$ 67,500.00		\$ 67,500.00
2023	7/1/2022		\$ 67,500.00		
	8/1/2022		\$ 67,500.00		
	9/1/2022		\$ 67,500.00		
	10/1/2022		\$ 67,500.00		
	11/1/2022		\$ 67,500.00		
	12/1/2022		\$ 67,500.00		
	1/1/2023		\$ 67,500.00		
	2/1/2023		\$ 67,500.00		
	3/1/2023		\$ 67,500.00		
	4/1/2023		\$ 67,500.00		
	5/1/2023		\$ 67,500.00	\$ 810,000.00	
	6/1/2023	\$ 11.61	\$ 69,169.00		\$ 811,669.00
2024	7/1/2023		\$ 69,169.00		
	8/1/2023		\$ 69,169.00		
	9/1/2023		\$ 69,169.00		
	10/1/2023		\$ 69,169.00		
	11/1/2023		\$ 69,169.00		
	12/1/2023		\$ 69,169.00		
	1/1/2024		\$ 69,169.00		
	2/1/2024		\$ 69,169.00		
	3/1/2024		\$ 69,169.00		
	4/1/2024		\$ 69,169.00		
	5/1/2024		\$ 69,169.00	\$ 830,028.00	
	6/1/2024	\$ 11.90	\$ 36,029.00		\$ 796,888.00
2025	7/1/2024		\$ 36,029.00		
	8/1/2024		\$ 36,029.00		
	9/1/2024		\$ 36,029.00		
	10/1/2024		\$ 36,029.00		
	11/1/2024		\$ 36,029.00		
	12/1/2024		\$ 36,029.00		
	1/1/2025		\$ 36,029.00		
	2/1/2025		\$ 36,029.00		
	3/1/2025		\$ 36,029.00		
	4/1/2025		\$ 36,029.00		
	5/1/2025		\$ 36,029.00	\$ 432,348.00	
	6/1/2025	\$ 12.20	\$ 36,938.00		\$ 433,257.00
2026	7/1/2025		\$ 36,938.00		
	8/1/2025		\$ 36,938.00		
	9/1/2025		\$ 36,938.00		
	10/1/2025		\$ 36,938.00		
	11/1/2025		\$ 36,938.00		
	12/1/2025		\$ 36,938.00		
	1/1/2026		\$ 36,938.00		
	2/1/2026		\$ 36,938.00		
	3/1/2026		\$ 36,938.00		

Landlord Initials: PBL
Date: 4/1/22

	4/1/2026		\$ 36,938.00		
	5/1/2026		\$ 36,938.00	\$ 443,256.00	
	6/1/2026	\$ 12.51	\$ 37,876.00		\$ 444,194.00
2027	7/1/2026		\$ 37,876.00		
	8/1/2026		\$ 37,876.00		
	9/1/2026		\$ 37,876.00		
	10/1/2026		\$ 37,876.00		
	11/1/2026		\$ 37,876.00		
	12/1/2026		\$ 37,876.00		
	1/1/2027		\$ 37,876.00	\$ 303,008.00	\$ 265,132.00
Total Rent				\$ 2,818,640.00	\$ 2,818,640.00

Landlord Initials: REL
Date: 4/6/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2022

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

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

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Gail Cregg</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 800-225-1865</td> <td>FAX (A/C, No): 978-454-1865</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: gcregg@fredchurch.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>NAIC # 19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>NAIC # 29424</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Gail Cregg		PHONE (A/C, No, Ext): 800-225-1865	FAX (A/C, No): 978-454-1865	E-MAIL ADDRESS: gcregg@fredchurch.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Hartford Fire Insurance Company	NAIC # 19682	INSURER B: Hartford Casualty Insurance Company	NAIC # 29424	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Concord Litho Group Inc. 92 Old Turnpike Rd Concord NH 03301 CONCDIR-01																					

COVERAGES **CERTIFICATE NUMBER:** 1969370211 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08UUNBB2403	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			08UUNBB2403	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08XHUBB2632	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>PER STATUTE</th> <th>OTH-ER</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Printers Errors & Omissions Liability			08UUNBB2403	10/1/2021	10/1/2022	Each Claim \$ 1,000,000 Aggregate \$ 2,000,000 Deductible \$ 5,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If required by contract or written agreement, Certificate holder is included as an Additional Insured under General Liability per form HG0001 09/16

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 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
--	--

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD LITHO GROUP, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 27, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **13144**

Certificate Number: **0005751591**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Thomas A. Cook, hereby certify that:

1. I am a duly elected Secretary of Concord Litho Group, Inc..
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 6, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Peter E. Cook, CEO (may list more than one person)

is duly authorized on behalf of Concord Litho Group, Inc. to enter into contracts or agreements with the State

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: April 6, 2022



Signature of Elected Officer
Name: Thomas A. Cook
Title: Secretary

CONCORD LITHO GROUP, INC.
ANNUAL MEETING OF THE SHAREHOLDERS
BY WRITTEN CONSENT

We, the undersigned, being all the shareholders of Concord Litho Group, Inc., a New Hampshire corporation (the "Corporation"), hereby consent in writing to the following action:

VOTED: Pursuant to RSA 293-A:8.21 and RSA 293-A:8-23, this written consent shall take the place of a meeting of the shareholders and shall constitute a written waiver of notice thereof.

FURTHER
VOTED: That Peter E. Cook, Chief Executive Officer, is duly authorized to enter into leases, contracts, or agreement on behalf of the Corporation with the State of New Hampshire and any of its agencies or departments during the period April 6, 2022 through December 31, 2022, and further is authorized to execute any documents which may in his judgement be desirable of necessary to effect the purpose of the vote.

4/6/22
Date

Marianne E. Cook
Marianne E. Cook

4/6/22
Date

TK
Thomas A. Cook

4/6/22
Date

Peter E. Cook
Peter E. Cook

Intended Effective Date of Meeting:
April 6, 2022

EXHIBIT C

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 4/6/22

Company Name: Canora Litho Group, Inc.

Address: 92 Old Turnpike Rd.
Concord, NH 03301

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed Peter E. Cook

Authorized Signor's Signature [Signature]

Authorized Signor's Title CEO

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY Merrimack STATE: New Hampshire ZIP: 03301

On the 6th day of April, 2022 personally appeared before me, the above named Peter E. Cook in his/her capacity as authorized representative of Canora Litho Group, Inc. known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

CONSTANCE A. COPPINGER, Notary Public
My Commission Expires November 8, 2022

My commission expires: _____ (Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2022

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

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

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Gail Cregg PHONE (A/C, No, Ext): 800-225-1865 E-MAIL ADDRESS: gcregg@fredchurch.com	FAX (A/C, No): 978-454-1865
	INSURER(S) AFFORDING COVERAGE	
INSURED Concord Litho Group Inc. DBA Concord Direct 92 Old Turnpike Rd Concord NH 03301	INSURER A : Granite State Workers Comp Manufacturer's Trust	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1670442856 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0120201002844	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 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
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