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Lori A. Shibinette Commissioner

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857 603-271-9200 1-800-852-3345 Ext. 9200 Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 22, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Order 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive**, **Sole Source** new lease agreement with Concord Litho Group, Inc. (Vendor #) of 92 Old Turnpike Road, Concord, NH 03301, for warehouse space located at 19 Terrill Park Drive, Concord, New Hampshire 03301, for the storage of protective personal equipment and other emergency supplies needed for the State's strategic response to COVID-19, in an amount not to exceed \$399,652, with the option to extend the term for up to one (1) additional year, effective retroactive to June 1, 2020, upon Governor approval through May 31, 2021. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount | | |
|----------------------|--------------------|-------------------------|------------|--------------|--|--|
| 2020 | 103-502507 | Contracts for Oper Serv | 95010899 | \$299,739 | | |
| 2021 | 103-502507 | | 95010899 | \$99,913 | | |
| | | | Total | \$399,652 | | |

EXPLANATION

This item is **Retroactive** because the Department began running out of space in May to store protective personal equipment (PPE) and other emergency supplies needed for the State's strategic response to COVID-19. Consequently, the Department began moving the equipment on June 1, 2020, which was the effective date of the lease, to the new site to allow the State to continue to accumulate adequate supplies. This request is **Sole Source** because the Department identified the Lessor as having the capacity to immediately lease the Department sufficient warehouse space. The Department is requesting approval of the attached one (1) year new lease agreement to allow the Department to secure warehouse space to store emergency supplies and equipment to respond to the current public health crisis. Pursuant to the terms of the lease agreement, the Department will pay monthly rent to occupy approximately 36,332 square feet of space. The lease rate per square foot is \$11.00.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 2

As referenced in Paragraph 3.4 of the lease agreement, the parties have the option to extend the term for one additional term of up to (1) year, upon the same terms and conditions.

Areas served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Rouw sewer for

Lori A. Shibinette Commissioner

DEPARTMENT OF ADMINISTRATIVE SERVICES SYNOPSIS OF ENCLOSED LEASE CONTRACT

DATE: August 8, 2020

FROM: Gail L. Rucker, Administrator II

Department of Administrative Services Bureau of Planning and Management

SUBJECT: Attached Lease;

Approval respectfully requested.

TO: His Excellency, Governor Christopher T. Sununu

and the Honorable Council

State House

Concord, New Hampshire 03301

LESSEE: 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: <u>Informational Sole Source Lease</u>: Approval of the enclosed will authorize the rental of 36,332 square feet of storage/warehouse space <u>located at 19 Terrill Park</u>, <u>Concord NH</u>. This space is used by the Department for the Health and Human Services

TERM: Two (2) Year, commencing June 1, 2020 ending May 31, 2022

OPTIONS: There is one option to extend the term an additional year, which is reflected in the payment schedule.

ANNUAL RENT:

| YEARS | SQ.FT. | MONTHLY | ANNUAL | SF RATE | | |
|-------------|--------|--------------|---------------|---------|---------|--|
| First Year | 36,332 | \$ 33,304.33 | \$ 399,652.00 | \$11.00 | 0% inc. | |
| Second Year | 36,332 | \$ 34,303.46 | \$ 411,641.56 | \$11.33 | 3% inc. | |
| | | TOTAL | \$ 811.293.56 | | | |

JANITORIAL: The janitorial services are provided by the landlord and included in the lease costs

UTILITIES: Provision of utilities included in annual rent, landlord overages shall be reimbursed to

tenant

TOTAL COST: Two (2) Years Total: \$811,293.56

PUBLIC NOTICE: Sole Source Lease for the COVID-19 situation; Cost to get comparable space

is more with the addition of the cost to move and the term is only for 24 month.,

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, the

Committee granted such exemption October 31, 2008 and confirmed June 2020

DEMISE PLAN: On file with Lessee, Lessor and DAS Bureau of Planning & Management

DEPARTMENT OF ADMINISTRATIVE SERVICES SYNOPSIS OF ENCLOSED LEASE CONTRACT

OTHER:

Approval of the enclosed is recommended

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

Reviewed bnottecommended by:

Burral df lanning and Management

Call L. Rucker, Administrator II

Approved by:

Division of Plant and Property MOMI

Joseph Bauchard, Assistant Commissioner

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3.

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

| Parties to the Leas This indenture of Le | e: ease is made by the f | ollowing parties: | | |
|---|--|---|---|---|
| | tho is hereinafter refe Litho Group, Inc. | | llord") is: | • |
| (individual or corp | | | · | |
| • | tion: New Hamps | hire | | |
| (if applicable) | | | | |
| | 92 Old Turnpike | | 02201 | (02.40/.245/ |
| Concord City | | v Hampshire ate | 03301 Zip | 603.496.3456 Telephone number |
| Cuò | 31 | ate | 5133 | тетерионе пиниж |
| acting by and throug | ho is hereinatter refe gh its Director or Cor : Health and Hur | nmissioner of: | nt") is: THE STATE | OF NEW HAMPSHIRE. |
| Address: 129 Pled | asant Street | | | |
| Street Address (office | cial location of Tena | n's business office) | | |
| Concord | ИН | 03301 | | 603.271.9502 |
| City | State | Zip | | Telephone number |
| | | WITNESSETH | TU LT. | |
| demises to the Tena "Premises") for the hereinafter set forth: | nt, and the Tenant he Term. (as defined b | reby leases from the nerein) at the Rent. | Landlord, the follow | rein contained, the Landlord hereby ving premises (hereinafter called the and upon the terms and conditions |
| Concord | | ew Hampshire | 03301 | |
| City | | State | Zip | |
| ("Suite A") (provide square foot The Demise of this s stairways and elevat been provided whic Tenants' exclusive t the Premises and all signed by both partic | lage of the leased spe space shall be togethe ors necessary for acc h includes accurate ise and all areas to be parking areas for the es and placed on file. | ice) er with the right to usess thereto, and the floor/plans depicting used in common we Tenant's use; these and shall be deeme | ise in common, with lavatories nearest the og the Premises show ith others, together w | |
| Latective Date, 16t | in, Demis, Exielish | Jus, and Condition | a apon commences | |
| 3.1 Effective Date: Commencing of 31st day of A hereof. | thelst | _day of June | , in the yea | ac2020, and ending on the ed in accordance with the Provisions |
| | | | | Landlord Initials: (Cx) Date: (-13/7) |

| 3.2 Occupancy Term: Occupancy of the Premis | es and commencement of | frentals pay | ments shall be | for a term |
|---|----------------------------|--------------|----------------|------------|
| (hereinafter called the "Term") of | ear(s) commencing on the | : <u>1st</u> | _day of June_ | , in the |
| year2020, unless sooner terminated in a | ccordance with the Provisi | ions 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) |
|-----|--|
| | Additional term(s) of 1 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 ninety (90) 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, 2020 (or as soon thereofter as authorized)

 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.

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.

Landlord Initials: PEL Date: L 13120

| 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 its own and sole expense furnish all utilities, and 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 any security surveillance services |
| • | with direct payment to provider thereof. Within thirty (30) days after each anniversary of the commencement date of the Term defined herein, Landlord shall reimburse Tenant in the event that the actual combined aggregate cost of natural gas and electric utility services for the Term year just ended totals less than \$2.50 per square foot for the leased Premises. The amount of said reimbursement shall be the difference between (\$2.50 x 36,332 square feet =) \$90,830 and the actual combined aggregate cost of said utilities for the Term year just ended. |
| | 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 60° F to 70° F during the winter, and 70° F to 80° F in the summer. 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 AlHA 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. |
| | 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 Warehouse 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 the Tenant's Emergency Services Unit |

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 root, walls, floors, doors and entry ways. loading docks, 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. Notwithstanding the foregoing. Tenant shall be responsible to make repairs of all damage made by the Tenant or its invitees.
- 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, loading dock and drive-in access ramps, 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. Notwithstanding the foregoing, the building's normal business hours are Monday through Friday, from 7:30 AM to 6:00 PM excluding all National and State Holidays.
- 8.6 Parking Lot Maintenance: Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot, and loading dock and drive-in access ramps providing access to the Premises: 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.

Landlord Initials: FAL Date: ABIO

- 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, bedges 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.
 - 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 tire 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

Landlord Initials: FEC.

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) business 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.
- 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.
 - 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.

Landlord Initials: PLL'
Date: 233/20

- 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 in which it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damage caused by the removal of its property.

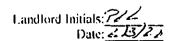
10. New construction, Additions, Renovations or Improvements to the Premises:

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 coincident with 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 remainder of the Tenant's occupancy. Such improvements shall be provided in conformance with the provisions set forth in Section 9 herein. 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:

- 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.
- 10.2 Schedule for Completion: All improvements shall be completed on or before the end of the first sixty (60) days 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 Landbord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landbord 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.
- 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 creet a temporary 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 Tenant shall be removed by them.

Landlord Initials: Plant Date: 43/20

- 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 has building standard signs ready and awaits final City approval prior to installation.
- 13. Inspection: Three (3) months prior to the expiration of the Ferm, 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 with at least 24 hours' notice in advance to 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.
- 44. 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.
- Insurance: During the Term and any extension thereof, the Landlord shall, at its sole expense, obtain and maintain 15. 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 NFLRSA 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.
- 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 Prentises 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.
- 418. 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 ten (10) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a ten (10) day period the Lease shall terminate unless the Landlord has effectively cured the default prior to the expiration of such period.
 - 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: アイム Date: ムラノン 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 its 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: 186.

- 21. Broker's Fees and Indemnification: The Tenant warrants and the Landlord agrees that the Tenant owes no commissions, fees or claims to 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 Lilho 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.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, handleap, 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

Landlord Initials: P4.
Date: 4/3/20

regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for 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.
- 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: Per Date: 613/00

TENANT: The State of New Hampshire, acting through its' Department of Health and Human Services Authorized by: (full name and title) Lori Weover. Deputy Commissioner LANDLORD: (full name of corporation, LLC or individual) Concord Litho Group, Inc Authorized by: (full name and title) Perce E. Cook Signature Print: Peter Cook, Chief Executive Officer NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE appeared (insert Landlord's signature) who acknowledged him/herself to be (print officer's title, and the name of the corporation / e Ly. Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein comained, 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) Outs Gruss APPROVALS: Approved by the Department of Justice as to form, substance and execution: June 30, 2020 Approval date: Approving Attorney: O Christopher Marshall Approved by the Governor and Executive Council: Approval date: Signature of the Deputy Secretary of State:

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

Landlord Initials: 32.

EXHIBIT A SCHEDULE OF PAYMENTS

The Premises are comprised of approximately 36,332 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.

TWO (2) YEAR RENTAL SCHEDULE

| <u>Term</u> | | approximate Cost Per Square Fool | Monthly Rent | <u>Annual Rent</u> | Approximate % Increase Over Previous Year |
|-------------|------------------|-------------------------------------|--------------|--------------------|---|
| Year 1 | 6/1/20 - 5/31/21 | \$11.00 | \$33,304.33 | \$399,652.00** | |
| Year 2° | 6/1/21 - 5/31/22 | \$11.33 | \$34,303.46 | \$411,641.56** | 3% |

Total two-year term \$811,293.56**

Additional Costs: Part H:

There are no additional costs associated with this lease.

Landlord Initials: Page

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^{*}Optional extension year

^{**}Less any reimbursement by the Landlord for excess utilities charges in accordance with Section 6 hereof.

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

| State | | | Total | | F | iscal Year | |
|-------------|---------------|----|-----------|---------------|-------|------------|--|
| Fiscal | Month Monthly | | Monthly | Yearly Total | Total | | |
| Year | | | Payment | · | | | |
| | | | | | | | |
| 2020 | 6/1/2020 | \$ | 33.304.33 | | 5 | 33,304.33 | |
| 2021 | 7/1/2020 | \$ | 33.304.33 | | | | |
| | 8/1/2020 | \$ | 33,304.33 | | | | |
| | 9/1/2020 | \$ | 33.304.33 | | | | |
| | 10/1/2020 | \$ | 33.304.33 | | | | |
| | 11/1/2020 | \$ | 33,304.33 | | | | |
| | 12/1/2020 | \$ | 33.304.33 | |] | | |
| | 1/1/2021 | S | 33.304.33 | | | | |
| | 2/1/2021 | \$ | 33.304.33 | | | | |
| | 3/1/2021 | \$ | 33.304.33 | | i | | |
| | 4/1/2021 | \$ | 33,304.33 | | 1 | | |
| | 5/1/2021 | S | 33,304.37 | \$ 399,652,00 | | | |
| | 6/1/2021 | \$ | 34.303.46 | | \$ | 400.651.13 | |
| 2022 | 7/1/2021 | \$ | 34,303.46 | | | | |
| | 8/1/2021 | \$ | 34.303.46 | | | | |
| | 9/1/2021 | \$ | 34.303.46 | | | | |
| | 10/1/2021 | \$ | 34,303.46 | | | | |
| | 11/1/2021 | \$ | 34.303.46 | | | | |
| , | 12/1/2021 | S | 34,303.46 | | | | |
| | 1/1/2022 | \$ | 34,303,46 | | | | |
| | 2/1/2022 | \$ | 34.303.46 | | | | |
| | 3/1/2022 | \$ | 34.303.46 | | | | |
| | 4/1/2022 | \$ | 34.303.46 | | | | |
| | 5/1/2022 | \$ | 34.303.50 | \$ 411.641.56 | S | 377.338.10 | |
| iotal Rent | | | | \$ 811,293.56 | \$ | 811,293.56 | |

Landlord Initials: 子とこ Date: 乙ちの

EXHIBIT B

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

- 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: PELC Date: 4.18/23

EXHIBIT C

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

Part 1 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.

As long as the building in question is only used for storage and there are no employee work areas in the building the Committee will not need to review the lease for accessibility compliance. Therefore no Letter of Recommendation is required.

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

The space is designated as warehouse space only, storing material and supplies, there are no occupied staff at this location, therefore no clean air testing is required.

Part III Improvements, Renovations or New Construction ("work"):

- 1. No later than the end of the first sixty (60) days of the "Occupancy Term" herein, the Landlord shall, at the sole expense of the Landlord, substantially complete all required construction and improvements to the Premises delivering it in "turn-key" condition to the Tenant. Scope of improvements shall be the construction of restrooms within the leased Premises, as defined in the following documents to be attached hereto:
 - a. [Landlord's Construction Plan for Restrooms]
- 2. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth in the documents listed above. Notwithstanding the foregoing the Tenant shall allow for reasonable variations if needed in order to accommodate structural and/or mechanical requirements.
- 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: Peec Date: ごだい

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.

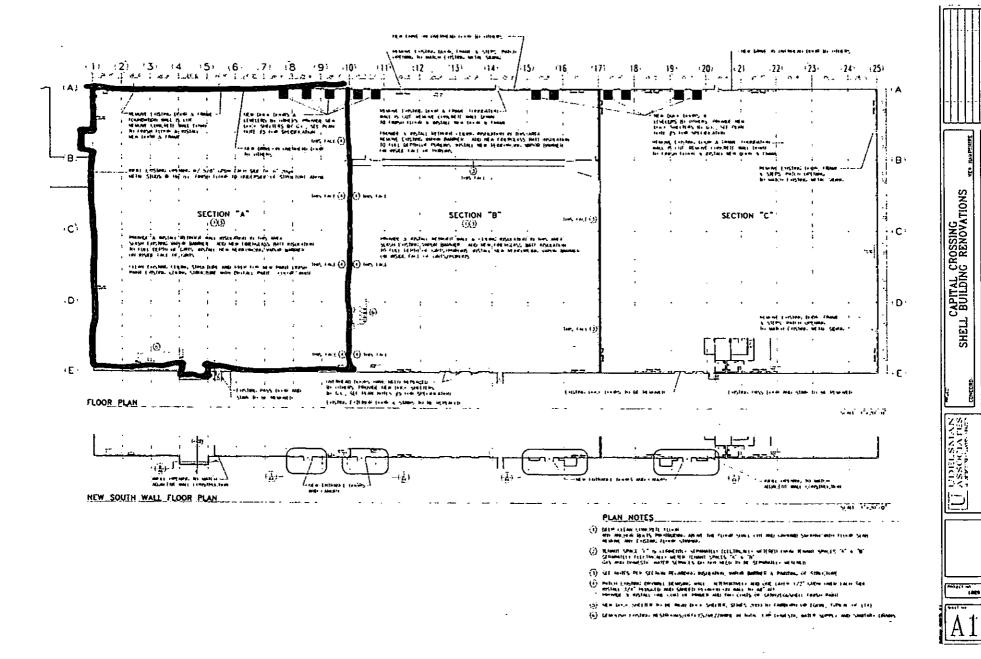
SPECIAL PROVISIONS OF THE LEASE:

- 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. Until the restrooms to be constructed by the Landlord within the leased Premises have been completed and made available for use by Tenant's employees and invitees, Tenant shall be allowed the unrestricted use of designated restroom facilities located in the Landlord's adjoining building at 92 Old Turnpike Road.
- C. 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 disbarred, 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.
- D. Public Disclosure: RSA 91-A obligates disclosure of State contracts (which includes operating leases). 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:

Landlord Initials: P&Z

Date: 4/3/25



Z

FLOOR

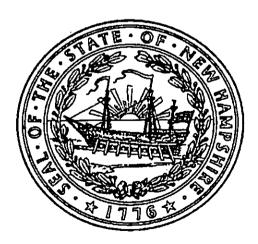
State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0004923421



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of June A.D. 2020.

William M. Gardner Secretary of State

CONCORD LITHO GROUP, INC.

MEETING OF THE DIRECTORS

BY WRITTEN CONSENT

We, the undersigned, being all of the directors 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 directors of the Corporation 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 agreements on behalf of the Corporation with the State of New Hampshire and any of its agencies or departments during the period June 1, 2020 through June 1, 2021, and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

a/1/20

611/20

Date

Date

Peter F Cook

Marianne Cook

Thomas A. Cook

Intended Effective Date of Meeting: June 1, 2020 2776450

CONCOLIT2 Client#: 962332

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2019

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.

| l If | PORTANT: If the certificate holder I SUBROGATION IS WAIVED, subject is certificate does not confer any rig | to the | e tern | ns and conditions of the p | policy, o | ertain polic | ies may requ | | | | | | | |
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| | Insurance Services, LLC | | | | PHONE | Ext): 855 87 | 4-0123 | FAX | 877-7 | 75-0110 | | | | |
| 1 | John Roberts Road, Building C | | | i | E-MAIL | | 7 0 120 | (A/C, No): | 3,,-, | | | | | |
| | th Portland, ME 04106 | | | | ADDRES | \$: | | 5000W0 50W55+55 | | 114.0.4 | | | | |
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| | · | | . , | | | | perty Cas. Co. of A | | | 25658 | | | | |
| Concord Litho Group, Inc. | | | | | | B : Travelers Ind | emaily Company | | | 23030 | | | | |
| 92 Old Turnpike Road | | | | | | INSURER C: | | | | | | | | |
| | Concord, NH 03301-7309 | | | | INSURER O: | | | | | | | | | |
| | | | | | INSURER | | | | | | | | | |
| | | | | | INSURER | tf: | | DELECTION WILLIAMS | | ļ | | | | |
| | | | | NUMBER: | | 1001150 703 | | REVISION NUMBER: | POLIC | Y DEGICE | | | | |
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| INSR LTR | TYPE OF INSURANCE | | SUBR | | | POLICY EFF | POLICY EXP | LIMITS | 3 | | | | | |
| A | X COMMERCIAL GENERAL LIABILITY | no.K | 77.40 | P6303740B256TIL19 | | | | EACH OCCURRENCE | \$1.00 | 0,000 | | | | |
| | CLAIMS-MADE X OCCUR | | | | ľ | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | s 500, | | | | | |
| | CLAIMS-MADE A OCCUR | | | | | | | MED EXP (Any one person) | \$5.00 | | | | | |
| | | | | | | | | PERSONAL & ADV INJURY | | 0,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | - | | | GENERAL AGGREGATE | | 0,000 | | | | |
| | PRO- | İ | | |] | , | | | | 0,000 | | | | |
| | POLICY LIECT LOC | | | | 1 | . | | PRODUCTS - COMPION AGG | \$ | 0,000 | | | | |
| | OTHER: | | | BA1396P71617CAG | | 0/04/2040 | 10/01/2020 | COMBINED SINGLE LIMIT (Ea accidem) | -1.00 | 0,000 | | | | |
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| | X ANY AUTO SCHEDULED | | | | | | | | <u>,</u> | | | | | |
| | AUTOS ONLY AUTOS | | | | | | | PROPERTY DAMAGE | • | | | | | |
| ! | X AUTOS ONLY X NON-OWNED AUTOS ONLY | | | | | | | (Per accident) | 5 | , | | | | |
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| | DED X RETENTION \$10000 | | ļ | | | | <u> </u> | loca local | \$ | | | | | |
| 1 | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | 1 | i | | PER OTH- STATUTE ER | | | | | | |
| | ANY PROPRIETOR PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? | N/A | | | | | | E.L. EACH ACCIDENT | \$ | | | | | |
| | (Mandatory in NH) | | | | ĺ | ; | | E.L. DISEASE - EA EMPLOYEE | \$ | | | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | l | | | E.L. DISEASE - POLICY LIMIT | \$ | | | | | |
| Α | Printer E&O | | | P6303740B256TIL19 | H | 0/01/2019 | 10/01/2020 | \$1,000,000 Each Act | | | | | | |
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| | general liability policy(s) include | | | | | | | | | | | | | |
| Add | litional Insured status to the Ce | tifica | ite H | older only when there | is a wr | itten contr | act that req | juires such | | | | | | |
| sta | us, and only with regard to worl | (рег | form | ed on behalf of the nar | med in: | sured. | | | | | | | | |
| | ieral Liability policy is primary (| | | | | | and conditi | ions. | | | | | | |
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| CEF | TIFICATE HOLDER | | | | <u>CANCE</u> T | ELLATION | | | | | | | | |
| | -14 | | | | | JLD ANY OF T | HE ABOVE DI | SCRIBED POLICIES BE CA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE | | | | | |

THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Evidence of Insurance AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2020

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Joshua Trowbridge Fred C. Church Insurance PHONE (A/C. No. Ext): 800-225-1865 E-MAIL FAX (A/C, No); 978-454-1865 41 Wellman Street Lowell MA 01851 ADORESS: itrowbridge@fredcchurch.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Granite State Workers Comp Manufacturer's Trust CONCDIR-01 INSURED INSURER 8: Concord Litho Group Inc. DBA Concord Direct INSURER C : 92 Old Turnpike Rd Concord NH 03301 INSURER D INSURER E : INSURER F : COVERAGES CERTIFICATE_NUMBER: 1325344275 **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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE __ PRO-JECT POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED **BODILY INJURY (Per accident)** \$ AUTOS NON-OWNED PROPERTY DAMAGE AUTOS ONLY AUTOS ONLY (Per accident) \$ UMBRELLA LIAB OCCUR **EACH OCCURRENCE** \$ EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION S \$ WORKERS COMPENSATION WC0120201002100 1/1/2020 1/1/2021 STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? E.L. EACH ACCIDENT \$1,000,000 N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below 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** 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. Evidence of Insurance AUTHORIZED REPRESENTATIVE

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