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

Nicholas A. Toumpas
Commissioner
Stephen J. Mosher
Chief Financial Officer

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

March 28, 2014

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

SOLE SOURCE
RETROACTIVE
60% General funds
40% Federal funds

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source, retroactive amendment to the existing lease with Ashuelot River Realty, Inc. 86 North Shore Road, Spofford, New Hampshire 03462 (Vendor #155534) for continued occupation by the Keene District Office by increasing the price limitation in the amount of \$27,343.75 to \$2,808,823.03 from \$2,781,479.28 and by extending the term for one month from April 30, 2014 to May 31, 2014, effective retroactive to May 1, 2014, through May 31, 2014. Governor and Council approved the original lease on April 20, 2005, item #65, amendment on March 10, 2010, item #98, amendment on March 30, 2011, item #67, amendment on March 6, 2013, item #14 and amendment on October 16, 2013, item #45. Funds are available in the following account for SFY 2014.

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

Table with 6 columns: Fiscal Year, Class/Object, Class Title, Current Modified Budget, Increase (Decrease) Amount, Revised Modified Budget. Rows include SFY 2005 through SFY 2014 and a Total row.

EXPLANATION

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this Keene District Office location at 809 Court Street since 1994 currently housing seventy-one employees. This request is submitted as a sole source amendment because it is a more cost effective way to secure the necessary

March 28, 2014

Page 2

office space for one additional month to facilitate the installation of the Department's systems furniture in the new office and to clean out the old office. The amendment is retroactive due to delays in systems furniture delivery and installation at the new Keene Office, therefore, unexpectedly delaying occupancy in the new office.

The amendment reflects an increase in the term of the lease for one month. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises. The lease amendment 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 lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$18.75 per square foot gross and will remain the same for the one-month amendment term. The square footage remains the same at 17,500 square feet.

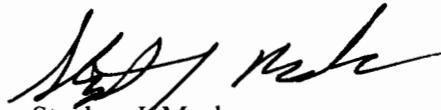
The original lease was competitively bid in June of 2004, during that time the Request For Proposal was published in two newspapers and as a result only one proposal was received, from Ashuelot River Realty, Inc., resulting in a renewal lease.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while finalizing the move to the new location. The area served by the Keene District Office is the entire Cheshire County.

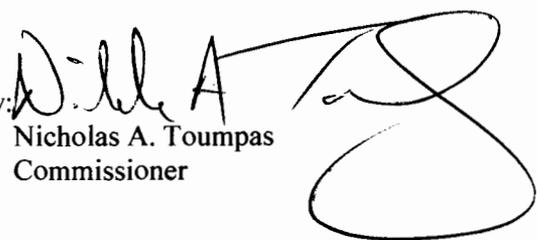
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

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

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by: 

Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	Ashuelot River Realty, Inc. 86 North Shore Road Spofford, New Hampshire 03462
Location:	809 Court Street Keene, New Hampshire 03431
Monthly Rent:	Year 1 \$27,343.75
Square Footage:	17,500
Square Foot Rate:	Year 1 \$18.75
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing May 1, 2014 through May 30, 2014
Total Rent:	\$27,343.75

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, April 9, 2014 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Ashuelot River Realty, Inc., (hereinafter referred to as the "Landlord") with a place of business at 86 North Shore Road, Spofford, New Hampshire 03462.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 17,500 square feet of space located at 809 Court Street, Keene, New Hampshire which was first entered into on January 24, 2005, which was approved by the Governor and Executive Council on April 20, 2005, item #65, amendment approved March 10, 2010, item #98, amendment approved March 30, 2011, item #67, amendment approved March 6, 2013, item #14 and amendment approved October 16, 2013, item #45 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term, to provide for the delivery and installation of systems furniture in the new district office, delays in furniture delivery and installation have necessitated this holdover and;

The Tenant will need one additional month to allow for furniture delivery and installation to be completed at the new location, however, the Agreement expires in advance of this, and;

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

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, April 30, 2014 is hereby amended to terminate one month thereafter, May 31, 2014.

4.1 Rent: The current annual rent is \$328,125.00, which is approximately \$18.75 per square foot; the annual rent will remain the same for the amended term, which shall be prorated to a monthly rent of \$27,343.75, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable May 1, 2014 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The total amount of rent to be paid under the terms of this agreement shall not exceed one month, which is \$27,343.75.

Initials: RC

Date: 4/9/14

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

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

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

Initials: RC
Date: 4/2/14

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

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

Date: 4/13/14

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

LANDLORD:

Date: 4-9-2014

By [Signature]
Robert Clarkson, President, Ashuelot River Realty, Inc.

Acknowledgement: State of New Hampshire County of Cheshire.

On (date) 4-9-14, before the undersigned officer, personally appeared Robert Clarkson, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

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

Laurie Capella, Notary Public
Commission expires: My Commission Expires November 20, 2018

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

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

By: [Signature], Assistant Attorney General, on 4/23/14.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Fiscal Year Total</u>
2014	5/1/2014	\$27,343.75	\$ <u>27,343.75</u>
<i>Total Rent</i>			<u>\$ 27,343.75</u>

Initials: RC

Date: 4/9/14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2014

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : MMG Insurance Company	NAIC # 0
INSURED Ashuelot River Realty, Inc. 86 North Shore Road Spofford NH 03462	CERTIFICATE NUMBER: 1831921663	

COVERAGES **CERTIFICATE NUMBER:** 1831921663 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	BP20921906	1/31/2014	1/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	KU10921906	1/31/2014	1/31/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is listed as additional insured per endorsement BP0448 (07-02) as respects to 809 Court Street, Keene, NH

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE FACILITY & SECURITY OPERATIONS 129 PLEASANT STREET CONCORD NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASHUELOT RIVER REALTY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 7, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

5/15/14

To Whom It May Concern,

I, Robert Clarkson, do hereby state that the Ashuelot River Realty Corporation is a sole proprietorship.

Respectfully,



5/15/14

Robert Clarkson, President

Ashuelot River Realty
86 North Shore Road
Spofford, NH 03462

603 363 8700

SAM.gov will be down for a maintenance window this Friday night, 4/18/2014, from 8:00 PM to 11:00 PM (EDT).

Search Results

Current Search Terms: ashuelot* River* realty* Inc.*

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

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1624.20140326-1657

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



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

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

DATE: May 2, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

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

LESSOR: Ashuelot River Realty, Inc. 86 North Shore Road, Spofford, NH 03462

DESCRIPTION: Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will retroactively authorize providing an additional thirty (30) days of occupancy at the Departments' former (new location is now open) Keene District Office located at 809 Court Street, Keene NH. The extended term will allow the Department to complete removal of all equipment and furniture from the space and time to provide "broom clean" condition prior to turning it over to the Landlord.

TERM: One (1) month: May 1, 2014 termination extended to May 30, 2014

RENT: The rate of approx. \$18.75 per square foot which is \$328,125.00 annually shall remain unchanged (0% escalation) for the extended term, payable as **\$27,343.25 for one moth- which shall be the total Term cost**

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

PUBLIC NOTICE: Sole-Source amendment of current lease, however there was full conformance with competitive RFP processes preparatory to Department of Health and Human Services entering into their new Keene District office lease located at 109 Key Road, Keene NH. Due to delays in receipt/installation of new furniture/equipment at the new location moving and opening day was delayed causing the need for an additional month in the former location.

CLEAN AIR PROVISIONS: None applicable to an amended term

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

OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner

df

COPY

10/16/13
#45



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

Nicholas A. Toumpas
Commissioner

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

Stephen J. Mosher
Chief Financial Officer

September 12, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to the existing lease with Ashuelot River Realty, Inc. 86 North Shore Road, Spofford, New Hampshire 03462 (Vendor #155534) for continued occupation by the Keene District Office by increasing the price limitation in the amount of \$164,062.50 to \$2,781,479.28 from \$2,617,416.78 and by extending the term for up to six months from October 31, 2013 to April 30, 2014, effective November 1, 2013 or upon Governor and Council approval, whichever is later, through April 30, 2014. Governor and Council approved the original lease on April 20, 2005, item #65, amendment on March 10, 2010, item #98, amendment on March 30, 2011, item #67 and amendment on March 6, 2013, item #14. Funds are available in the following account for SFY 2014.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2005	022-500248	Rent&Leases Other than State	\$ 48,125.00	\$ 0.00	\$ 48,125.00
SFY 2006	022-500248	Rent&Leases Other than State	\$289,712.50	\$ 0.00	\$289,712.50
SFY 2007	022-500248	Rent&Leases Other than State	\$295,506.76	\$ 0.00	\$295,506.76
SFY 2008	022-500248	Rent&Leases Other than State	\$301,416.94	\$ 0.00	\$301,416.94
SFY 2009	022-500248	Rent&Leases Other than State	\$307,445.24	\$ 0.00	\$307,445.24
SFY 2010	022-500248	Rent&Leases Other than State	\$313,543.54	\$ 0.00	\$313,543.54
SFY 2011	022-500248	Rent&Leases Other than State	\$318,500.04	\$ 0.00	\$318,500.04
SFY 2012	022-500248	Rent&Leases Other than State	\$318,500.04	\$ 0.00	\$318,500.04
SFY 2013	103-502664	Contracts for Operational Services	\$265,416.70	\$ 0.00	\$265,416.70
SFY 2013	022-500248	Rent&Leases Other than State	\$ 53,083.34	\$ 0.00	\$ 53,083.34
SFY 2014	022-500248	Rent&Leases Other than State	\$106,166.68	\$164,062.50	\$270,229.18
Total			\$2,617,416.78	\$164,062.50	\$2,781,479.28

EXPLANATION

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this Keene District Office location at 809 Court Street since 1994 currently housing seventy-one employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to



secure the necessary office space for up to six months to facilitate the Department's finalization of the Request for Proposal and obtain authorization of a new lease contract.

The amendment reflects an increase in the term of the lease for up to six months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises. The lease amendment 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 lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$18.20 per square foot gross; the lease amendment rate increased 3% to \$18.75 per square foot gross fixed for the term. The square footage remains the same at 17,500 square feet.

The original lease was competitively bid in June of 2004, during that time the Request For Proposal was published in two newspapers and as a result only one proposal was received, from Ashuelot River Realty, Inc., resulting in a renewal lease.

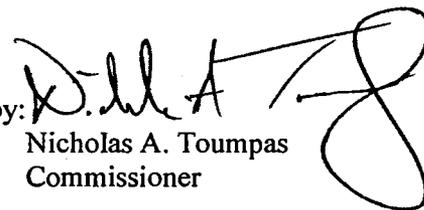
Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while finalizing the Request For Proposal and obtaining authorization of a new lease. The area served by the Keene District Office is the entire Cheshire County.

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

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

Respectfully submitted,


Stephen J. Mosher
Chief Financial Officer

Approved by: 
Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	Ashuelot River Realty, Inc. 86 North Shore Road Spofford, New Hampshire 03462
Location:	809 Court Street Keene, New Hampshire 03431
Monthly Rent:	Year 1 \$27,343.75
Square Footage:	17,500
Square Foot Rate:	Year 1 \$18.75
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing November 1, 2013 through April 30, 2014
Total Rent:	\$164,062.50

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 8/25 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Ashuelot River Realty, Inc., (hereinafter referred to as the "Landlord") with a place of business at 86 North Shore Road, Spofford, New Hampshire 03462.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 17,500 square feet of space located at 809 Court Street, Keene, New Hampshire which was first entered into on January 24, 2005, which was approved by the Governor and Executive Council on April 20, 2005, item #65, amendment approved March 10, 2010, item #98, amendment approved March 30, 2011, item #67 and amendment approved March 6, 2013, item #14 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term, contingent upon the landlord receiving a 3% increase in rent, to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) and;

The Tenant will need up to six months to finalize the RFP and to obtain authorization of a new lease contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, October 31, 2013 is hereby amended to terminate up to six months thereafter, April 30, 2014.

4.1 Rent: The current annual rent is \$318,500.04, which is approximately \$18.20 per square foot; the annual rent will increase 3% to \$328,125.00, which is approximately \$18.75 per square foot, which shall be prorated to a monthly rent of \$27,343.75, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable November 1, 2013 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$164,062.50.

Initials: RC

Date: 8/25/13

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

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

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

Initials: RC

Date: 5/25/13

RECEIVED BY THE STATE OF NEW HAMPSHIRE

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

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

Date: 9/18/13

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

LANDLORD:

Date: 8/25/13

By [Signature]
Robert Clarkson, President, Ashuelot River Realty, Inc.

Acknowledgement: State of NH, County of Cheshire.

On (date) 8/28/13, before the undersigned officer, personally appeared Robert Clarkson, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]
AMY E. DRISCOLL
Notary Public - New Hampshire
Commission expires: My Commission Expires October 8, 2013

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

Amy E. Driscoll
Banker II

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

By: [Signature], Assistant Attorney General, on 23 Sept. 2013
Jeanne P. Henrick

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on OCT 16 2013

DEPUTY SECRETARY OF STATE

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Fiscal Year Total</u>
2014	11/1/2013	\$27,343.75	
	12/1/2013	\$27,343.75	
	1/1/2014	\$27,343.75	
	2/1/2014	\$27,343.75	
	3/1/2014	\$27,343.75	
	4/1/2014	\$27,343.75	\$ 164,062.50
<i>Total Rent</i>			<u>\$ 164,062.50</u>

Initials: ~~SP~~ RC
Date: 5/25/13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/10/2013

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: PHONE (A/C No., Ext): 603-352-2121 FAX (A/C No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED ASHUELOT4 Ashuelot River Realty, Inc. 86 North Shore Road Spofford NH 03462	INSURER A: MMG Insurance Company NAIC # 0	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1985625343 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			BP20921906	1/31/2013	1/31/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			KU10921906	1/31/2013	1/31/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	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			<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is listed as additional insured per endorsement BP0448 (07-02) as respects to 809 Court Street, Keene, NH

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
 FACILITY & SECURITY OPERATIONS
 129 PLEASANT STREET
 CONCORD NH 03301

CANCELLATION

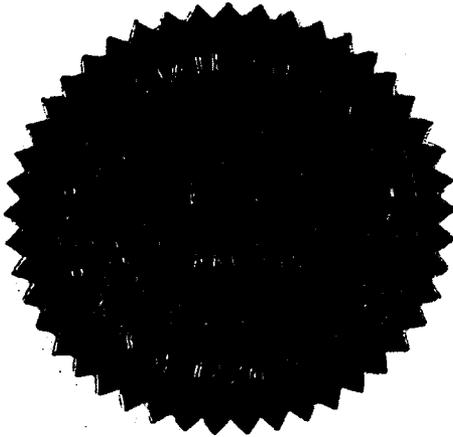
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
R. Hill-Jackson

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 ASHUELOT RIVER REALTY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 7, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of September, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, ROBERT CLARKSON do hereby certify that:

1. I am the duly elected Clerk of ASHUBLOT RIVER REALTY, INC. (the Corporation”).
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 8/28, 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services:

RESOLVED: That the (President) (Vice President) (Treasurer) hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 8/28, 2013.
4. ROBERT CLARKSON is the duly elected (President) (Vice-President) (Treasurer) of the Corporation.
5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 8/28, 2013.
6. ROBERT CLARKSON is the duly elected (President) (Vice-President) (Treasurer) of the Corporation.

(Seal)



State of NH

County of Cheshire

The foregoing instrument was acknowledged before this 28 day of Aug, 2013

by Amy E. Driscoll

(Seal)



Name:
Title: Notary Public/Justice of the Peace
AMY E. DRISCOLL
Notary Public - New Hampshire
Commission Expires October 8, 2013

Search Results

Current Search Terms: ashuelot* River* realty* Inc.*

No records found for current search.

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

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



SAD

3/6/13
#14



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

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

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

February 1, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source amendment to the existing lease with Ashuelot River Realty, Inc. 86 North Shore Road, Spofford, New Hampshire 03462 (Vendor #155534) for continued occupation by the Keene District Office by increasing the price limitation in the amount of \$159,250.02 to \$2,617,416.78 from \$2,458,166.76 and by extending the term for up to six months from April 30, 2013 to October 31, 2013, effective May 1, 2013 or upon Governor and Council approval, whichever is later, through October 31, 2013. Governor and Council approved the original lease on April 20, 2005, item #65, amendment on March 10, 2010, item #98 and amendment on March 30, 2011, item #67. Funds are available in the following account for SFY 2013 and anticipated to be available in SFY 2014 upon the availability and continue appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2005	022-500248	Rent&Leases Other than State	\$ 48,125.00	\$ 0.00	\$ 48,125.00
SFY 2006	022-500248	Rent&Leases Other than State	\$289,712.50	\$ 0.00	\$289,712.50
SFY 2007	022-500248	Rent&Leases Other than State	\$295,506.76	\$ 0.00	\$295,506.76
SFY 2008	022-500248	Rent&Leases Other than State	\$301,416.94	\$ 0.00	\$301,416.94
SFY 2009	022-500248	Rent&Leases Other than State	\$307,445.24	\$ 0.00	\$307,445.24
SFY 2010	022-500248	Rent&Leases Other than State	\$313,543.54	\$ 0.00	\$313,543.54
SFY 2011	022-500248	Rent&Leases Other than State	\$318,500.04	\$ 0.00	\$318,500.04
SFY 2012	022-500248	Rent&Leases Other than State	\$318,500.04	\$ 0.00	\$318,500.04
SFY 2013	103-502664	Contracts for Operational Services	\$265,416.70	\$ 0.00	\$265,416.70
SFY 2013	022-500248	Rent&Leases Other than State	\$ 0.00	\$ 53,083.34	\$ 53,083.34
SFY 2014	022-500248	Rent&Leases Other than State	\$ 0.00	\$106,166.68	\$106,166.68
Total			\$2,458,166.76	\$159,250.02	\$2,617,416.78

EXPLANATION

The Department of Health and Human Services, Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this Keene District Office location at 809 Court Street since 1994 currently housing seventy-five employees. The

current restructuring of the Department's District Offices and the changes in the way the Department disburses benefits has caused the need to remain at this location until these modifications can be fine tuned and implemented, therefore, presenting a streamlined, more efficient District Office. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for up to six months to provide these changes.

The amendment reflects an increase in the term of the lease for up to six months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposal, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Western catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to six months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$18.20 per square foot gross; the lease amendment provides the same square foot rate for the amendment term. The square footage remains the same at 17,500 square feet.

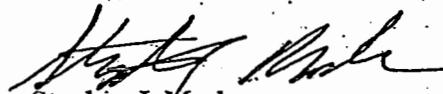
The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Keene Sentinel on June 17 and 24, 2004. In addition, the current Landlord, Keene area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page for broadened exposure. The Request For Proposal produced one response from Ashuelot River Realty, Inc. (current Landlord) with the existing property as is located at 809 Court Street. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

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

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

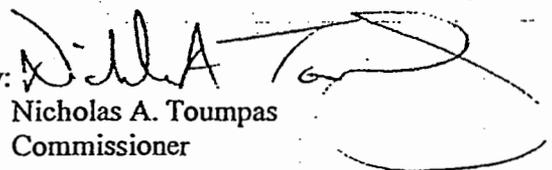
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	Ashuelot River Realty, Inc. 86 North Shore Road Spofford, New Hampshire 03462
Location:	809 Court Street Keene, New Hampshire 03431
Monthly Rent:	Year 1 \$26,541.67
Square Footage:	17,500
Square Foot Rate:	Year 1 \$18.20
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing May 1, 2013 through October 31, 2013
Total Rent:	\$159,250.02

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 1/29 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Ashuelot River Realty, Inc., (hereinafter referred to as the "Landlord") with a place of business at 86 North Shore Road, Spofford, New Hampshire 03462.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 17,500 square feet of space located at 809 Court Street, Keene, New Hampshire which was first entered into on January 24, 2005, which was approved by the Governor and Executive Council on April 20, 2005, item #65 and amendment approved by Governor and Executive Council on March 10, 2010, item #98 and amendment approved by Governor and Executive Council on March 30, 2011, item #67 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

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

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

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, April 30, 2013 is hereby amended to terminate up to six (6) months thereafter, October 31, 2013. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$318,500.04, which is approximately \$18.20 per square foot, will remain the same for the term, which shall be prorated to a monthly rent of \$26,541.67, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable May 1, 2013 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$159,250.02.

Initials: RC

Date: 1/29/13

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

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

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

Initials: RS

Date: 1/25/13

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

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

Date: 2/5/13

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

LANDLORD:

Date: 1-29-13

By: [Signature]
Robert Clarkson, President, Ashuelot River Realty, Inc.

Acknowledgement: State of Vermont, County of Windham

On (date) 29 of Jan 2013 before the undersigned officer, personally appeared Robert L Clarkson, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

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

Commission expires: 2-10-15 Seal:

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

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

By: [Signature]
Jeannie P. Herrick, Assistant Attorney General, on 11 Feb. 2013

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on MAR 06 2013

DEPUTY SECRETARY OF STATE

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Fiscal Year Total</u>
2013	5/1/2013	\$26,541.67	
	6/1/2013	\$26,541.67	\$ 53,083.34
2014	7/1/2013	\$26,541.67	
	8/1/2013	\$26,541.67	
	9/1/2013	\$26,541.67	
	10/1/2013	\$26,541.67	\$ 106,166.68
<i>Total Rent</i>			<u>\$ 159,250.02</u>

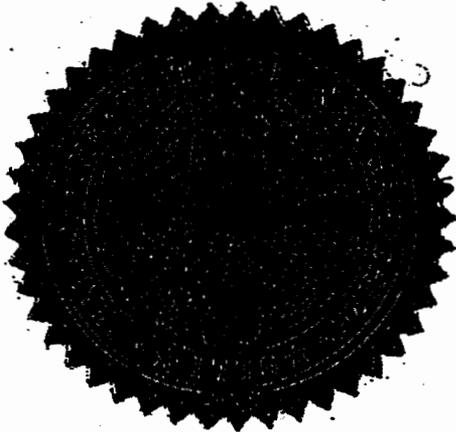
Initials: RC

Date: 1/29/13

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASHUELOT RIVER REALTY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 7, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of January, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, ROBERT CLARKSON do hereby certify that:

1. I am the duly elected Clerk of ASHUBLOT RIVER REALTY, INC.
(the Corporation”).

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on JAN. 29, 2013.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services:

RESOLVED: That the (President) (Vice President) (Treasurer) hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of JAN. 29, 2013.

4. ROBERT CLARKSON is the duly elected (President) (Vice-President) (Treasurer) of the Corporation.

5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of JAN. 29, 2013.

6. ROBERT CLARKSON is the duly elected (President) (Vice-President) (Treasurer) of the Corporation.

(Seal)

M. H. Clark

State of Vermont
County of Windham

The foregoing instrument was acknowledged before this 29 day of Jan, 2013
by Robert L. Clarkson

(Seal)

Marybette

Name:
Title: Notary Public/Justice of the Peace

Commission Expires: 2-10-15

System for Award Management - Windows Internet Explorer

https://www.sam.gov/portal/public/SAM/portal/componentId=66fdb502-77f6-4ba0-914a-0be9f0d831e1&portalType=...

System for Award Management

SAM

SYSTEM FOR AWARD MANAGEMENT

USER NAME: PASSWORD:

Forgot Username? Forgot Password?

HOME SEARCH RECORDS DATA ACCESS CONTACT INFO HELP

Search Results

You can refine your search by entering new search criteria in the search box and using the Search In Results button. If you wish to perform a new search use the Clear Search button. Using the Save Search button will allow you to run this search at a later time.

Important message regarding exclusion searches.

Current Search Terms: **ashudot* River* realty* Inc.***

Results page 0 of 0

Sort by: Ascending

Sort by: Relevance

FILTER RESULTS **No records found for current search.**

System for Award Management

3/30/11
#67



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

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

Nicholas A. Toumpas
Commissioner

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

James P. Fredyma
Controller

February 25, 2011

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS) to enter into a sole source amendment to the existing lease with Ashuelot River Realty, Inc. 86 North Shore Road, Spofford, New Hampshire 03462 (Vendor #155534) for continued occupation by the Keene District Office by increasing the price limitation in the amount of \$637,000.08 to \$2,458,166.76 from \$1,821,166.68 and by extending the term for up to twenty-four months from April 30, 2011 to April 30, 2013, effective May 1, 2011 or upon Governor and Council approval, whichever is later, through April 30, 2013. Governor and Council approved the original lease on April 20, 2005, item #65 and amendment on March 10, 2010, item #98. Funds are available in the following account for SFY 2011 and anticipated to be available in SFY 2012 and SFY 2013 upon the availability and continue appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2005	022-500248	Rent&Leases Other than State	\$ 48,125.00	\$ 0.00	\$ 48,125.00
SFY 2006	022-500248	Rent&Leases Other than State	\$289,712.50	\$ 0.00	\$289,712.50
SFY 2007	022-500248	Rent&Leases Other than State	\$295,506.76	\$ 0.00	\$295,506.76
SFY 2008	022-500248	Rent&Leases Other than State	\$301,416.94	\$ 0.00	\$301,416.94
SFY 2009	022-500248	Rent&Leases Other than State	\$307,445.24	\$ 0.00	\$307,445.24
SFY 2010	022-500248	Rent&Leases Other than State	\$313,543.54	\$ 0.00	\$313,543.54
SFY 2011	022-500248	Rent&Leases Other than State	\$265,416.70	\$ 53,083.34	\$318,500.04
SFY 2012	022-500248	Rent&Leases Other than State	\$ 0.00	\$318,500.04	\$318,500.04
SFY 2013	022-500248	Rent&Leases Other than State	\$ 0.00	\$265,416.70	\$265,416.70
Total			\$1,821,166.68	\$637,000.08	\$2,458,166.76

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Keene District Office location at 809 Court Street since 1994 currently housing seventy employees. The current restructuring of the Department's District Offices and the

changes in the way the Department disburses benefits has caused the need to remain at this location until these modifications can be fine tuned and implemented, therefore, presenting a streamlined, more efficient District Office. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for up to twenty-four months to provide these changes.

The amendment reflects an increase in the term of the lease for up to twenty-four months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposals, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Western catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twenty-four (24) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$18.20 per square foot gross; the lease amendment provides the same square foot rate for the amendment term. The square footage remains the same at 17,500 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Keene Sentinel on June 17 and 24, 2004. In addition, the current Landlord, Keene area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's web page for broadened exposure. The RFP produced one response from Ashuelot River Realty, Inc. (current Landlord) with the existing property *as is* located at 809 Court Street. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

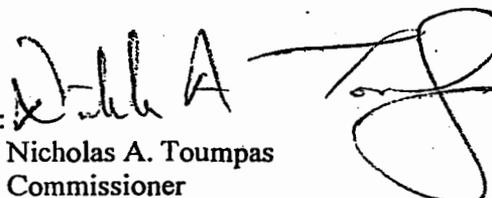
Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP. The area served by the Keene District Office is the entire Cheshire County.

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

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

Respectfully submitted,


James P. Fredyma
Controller

Approved by: 
Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	Ashuelot River Realty, Inc. 86 North Shore Road Spofford, New Hampshire 03462
Location:	809 Court Street Keene, New Hampshire 03431
Monthly Rent:	Year 1 \$26,541.67 Year 2 \$26,541.67
Square Footage:	17,500
Square Foot Rate:	Year 1 \$18.20 Year 2 \$18.20
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing May 1, 2011 through April 30, 2013
Total Rent:	\$637,000.08

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 2-15 2011 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Ashuelot River Realty, Inc., (hereinafter referred to as the "Landlord") with a place of business at 86 North Shore Road, Spofford, New Hampshire 03462.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 17,500 square feet of space located at 809 Court Street, Keene, New Hampshire which was first entered into on January 24, 2005, which was approved by the Governor and Executive Council on April 20, 2005, item #65 and amendment approved by Governor and Executive Council on March 10, 2010, item #98 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

The Tenant will need up to twenty-four (24) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, April 30, 2011 is hereby amended to terminate up to twenty-four (24) months thereafter, April 30, 2013. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$318,500.04, which is approximately \$18.20 per square foot, will remain the same for the term, which shall be prorated to a monthly rent of \$26,541.67, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable May 1, 2011 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$637,000.08.

initial *RC*

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

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

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

initial **RC**

STATE OF NEW HAMPSHIRE

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

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

Date: 2/28/2011

By David S. Clapp
David S. Clapp, Bureau Chief, BFAM

LANDLORD:

Date: 2-15-11

By Robert Clarkson
Robert Clarkson, President, Ashuelot River Realty, Inc.

Acknowledgement: State of NH, County of Cheshire

On (date) 2-15-11, before the undersigned officer, personally appeared Robert Clarkson who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Kathy P. Frink
KATHY P. FRINK
Notary Public - New Hampshire
My Commission Expires September 9, 2014 Seal:

Name and title of Notary Public or Justice of the Peace (please print):
Kathy P. Frink - Notary

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

By: Rebecca Woodward, Assistant Attorney General, on 3/10/11

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on MAR 30 2011
DEPUTY SECRETARY OF STATE

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

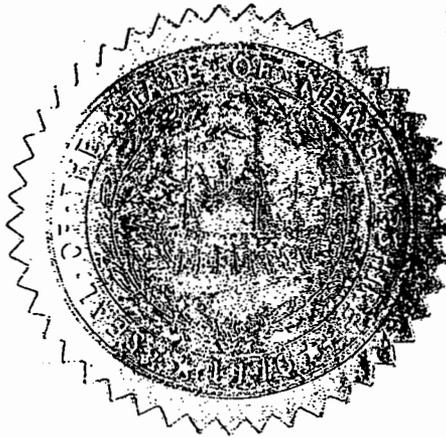
<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2011	5/1/2011	\$26,541.67		
	6/1/2011	\$26,541.67		<u>\$ 53,083.34</u>
2012	7/1/2011	\$26,541.67		
	8/1/2011	\$26,541.67		
	9/1/2011	\$26,541.67		
	10/1/2011	\$26,541.67		
	11/1/2011	\$26,541.67		
	12/1/2011	\$26,541.67		
	1/1/2012	\$26,541.67		
	2/1/2012	\$26,541.67		
	3/1/2012	\$26,541.67		
	4/1/2012	\$26,541.67	<u>\$ 318,500.04</u>	
	5/1/2012	\$26,541.67		
	6/1/2012	\$26,541.67		<u>\$ 318,500.04</u>
2013	7/1/2012	\$26,541.67		
	8/1/2012	\$26,541.67		
	9/1/2012	\$26,541.67		
	10/1/2012	\$26,541.67		
	11/1/2012	\$26,541.67		
	12/1/2012	\$26,541.67		
	1/1/2013	\$26,541.67		
	2/1/2013	\$26,541.67		
	3/1/2013	\$26,541.67		
	4/1/2013	\$26,541.67	<u>\$ 318,500.04</u>	<u>\$ 265,416.70</u>
Total Rent				<u><u>\$ 637,000.08</u></u>

initial **RL**

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 ASHUELOT RIVER REALTY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 7, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of February, A.D. 2011

William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, ROBERT CLARKSON do hereby certify that:

1. I am the duly elected Clerk of ASHVELLOT RIVER REALTY, INC.
(the Corporation").

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 2-15, 2011.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services:

RESOLVED: That the (President) (Vice President) (Treasurer) hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 2-15, 2011.

4. ROBERT CLARKSON is the duly elected (President) (Vice-President) (Treasurer) of the Corporation.

5. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 2-15, 2011.

6. ROBERT CLARKSON is the duly elected (President) (Vice-President) (Treasurer) of the Corporation.

(Seal)

[Signature]

State of NH

County of Cheshire

The foregoing instrument was acknowledged before this 15th day of Feb., 2011

by Robert Clarkson.

(Seal)

[Signature]

Name:

Title: Notary Public/Justice of the Peace

KATHY P. FRINK

Notary Public - New Hampshire

Commission Expires September 9, 2014

271 8149
FOR LARRY SMITH

2/25/2011

To whom it may concern;

I, Robert Clarkson, do hereby certify that I am the sole member of the Ashuelot River Realty Inc. of 86 North Shore Road, Spofford, New Hampshire 03462



Robert Clarkson, President Ashuelot River Realty Inc.

**Search Results Excluded By
Firm, Entity, or Vessel : Ashuelot River Realty, Inc.
as of 15-Feb-2011 8:56 AM EST**

Your search returned no results.



3/10/10
#98

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

Nicholas A. Toumpas
Commissioner

James P. Fredyma
Controller

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

COPY

January 25, 2010

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (DHHS) to amend the existing lease with Ashuelot River Realty, Inc. 86 North Shore Road, Spofford, New Hampshire 03462 (Vendor #155534) for continued occupation by the Keene District Office by increasing the price limitation in the amount of \$318,500.04 to \$1,821,166.68 from \$1,502,666.64 and by extending the term for up to twelve months from April 30, 2010 to April 30, 2011, effective May 1, 2010. Governor and Council approved the original lease on April 20, 2005, item #65. Funds are available in the following account for SFY 2010 and SFY 2011.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2005	022-500248	Rent&Leases Other than State	\$ 48,125.00	\$ 0.00	\$ 48,125.00
SFY 2006	022-500248	Rent&Leases Other than State	\$289,712.50	\$ 0.00	\$289,712.50
SFY 2007	022-500248	Rent&Leases Other than State	\$295,506.76	\$ 0.00	\$295,506.76
SFY 2008	022-500248	Rent&Leases Other than State	\$301,416.94	\$ 0.00	\$301,416.94
SFY 2009	022-500248	Rent&Leases Other than State	\$307,445.24	\$ 0.00	\$307,445.24
SFY 2010	022-500248	Rent&Leases Other than State	\$260,460.20	\$ 53,083.34	\$313,543.54
SFY 2011	022-500248	Rent&Leases Other than State	\$ 0.00	\$265,416.70	\$265,416.70
Total			\$1,502,666.64	\$318,500.04	\$1,821,166.68

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services have occupied this Keene District Office location at 809 Court Street, Keene, New Hampshire since 1994. Currently seventy employees utilize the space.

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises. During this period a Request for Proposals, utilizing the competitive bidding process, will be prepared for future occupancy of office space serving the Keene District Office catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twelve (12) months to finalize the process and obtain authorization of any subsequent lease contract.

The lease is structured to be payable as a full gross lease inclusive of heat, electricity, real estate taxes, janitorial and common area maintenance. The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$17.86 per square foot; the lease amendment provides an increased square foot rate of \$18.20. The square footage remains the same at 17,500 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader and the Keene Sentinel on June 17 and 24, 2004. In addition, the current Landlord, Keene area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's web page for broadened exposure. The RFP produced one response from Ashuelot River Realty, Inc. (current Landlord) with the existing property *as is* located at 809 Court Street. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal.

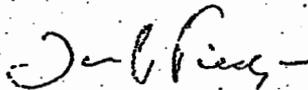
Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while pursuing the RFP.

The area served by the Keene District Office is the entire Cheshire County.

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

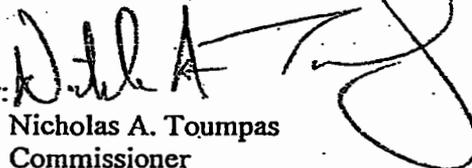
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



Nicholas A. Toumpas
Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

LEASE SPECIFICS

Landlord:	Ashuelot River Realty, Inc. 86 North Shore Road Spofford, New Hampshire 03462
Location:	809 Court Street Keene, New Hampshire 03431
Monthly Rent:	\$26,541.67
Square Footage:	17,500
Square Foot Rate:	\$18.20
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing May 1, 2010 through April 30, 2011
Total Rent:	\$318,500.04

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, January 4 2010 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and Ashuelot River Realty, Inc., (hereinafter referred to as the "Landlord") with a place of business at 86 North Shore Road, Spofford, New Hampshire 03301.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), first entered into on January 24, 2005, which was approved by the Governor and Executive Council on April 20, 2005, item #65 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

The Tenant will need up to twelve (12) months to respond to these changes, to finalize the RFP process and to obtain authorization of any new lease contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, April 30, 2010 is hereby amended to terminate twelve (12) months thereafter, April 30, 2011. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$312,552.24, which is approximately \$17.86 per square foot, will increase to \$318,500.04, which is approximately \$18.20 per square foot, which shall be prorated to a monthly rent of \$26,541.67, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable May 1, 2010 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$318,500.04.

initial RC

15 Insurance: Paragraph 15 of the Lease is deleted and replaced with the following new paragraph:

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

Exhibit D, Part III, Improvements, Renovations or New Construction:

The Landlord shall provide the replacement of a section of the common area carpet with new carpet tile. The carpet replacement area will encompass approximately 2,650 square feet. Both parties will mutually agree upon the location of the replacement carpet.

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

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

initial *RC*

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

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

Date: 1/20/10

By David S. Clapp
David S. Clapp, Bureau Chief, BFAM

LANDLORD:

Date: 1-4-2010

By Robert Clarkson
Robert Clarkson, President, Ashuelot River Realty, Inc.

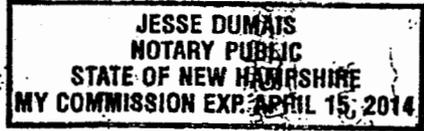
Acknowledgement: State of NH, County of Cheshire

On (date) 01/04/2010, before the undersigned officer, personally appeared Robert L Clarkson, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

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

Commission expires: _____ Seal:

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



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

By: Rebecca Woodard, Rebecca Woodard, Attorney, Assistant Attorney General, on 2/19/10

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on MAR 10 2010

DEPUTY SECRETARY OF STATE

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2010	5/1/2010	\$ 26,541.67		
	6/1/2010	\$ 26,541.67		\$ 53,083.34
2011	7/1/2010	\$ 26,541.67		
	8/1/2010	\$ 26,541.67		
	9/1/2010	\$ 26,541.67		
	10/1/2010	\$ 26,541.67		
	11/1/2010	\$ 26,541.67		
	12/1/2010	\$ 26,541.67		
	1/1/2011	\$ 26,541.67		
	2/1/2011	\$ 26,541.67		
	3/1/2011	\$ 26,541.67		
	4/1/2011	\$ 26,541.67	\$ 318,500.04	\$ 265,416.70
<i>Total Rent</i>				<u>\$ 318,500.04</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/8/2010

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

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

PRODUCER Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME: Patrice Slanetz PHONE (A/C No. Ext): 603-352-2121 FAX (A/C No): 603-357-8491 E-MAIL ADDRESS: pslanetz@clark-mortenson.com PRODUCER CUSTOMER ID #: ASHUELOT4														
INSURED Ashuelot River Realty, Inc. 86 North Shore Road Spofford NH 03462	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: MMG Insurance Company</td> <td style="text-align: center;">0</td> </tr> <tr> <td>INSURER B:</td> <td></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>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MMG Insurance Company	0	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: MMG Insurance Company	0														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 2029829375** **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	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC.	Y	BP20921906	1/31/2010	1/31/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$250,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000 \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$								
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	Y	KU10921906	1/31/2010	1/31/2011	EACH OCCURRENCE \$1000000 AGGREGATE \$1000000 \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">WC STATUTORY LIMITS</td> <td style="text-align: center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: center;">\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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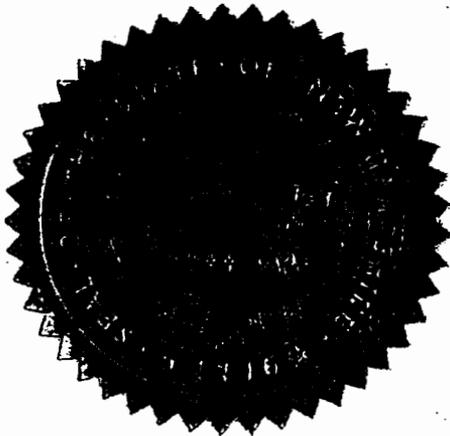
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is listed as additional insured per endorsement BP0448 (07-02) as respects to 809 Court Street, Keene, NH

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE FACILITY & SECURITY OPERATIONS 129 PLEASANT STREET CONCORD NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify ASHUELOT RIVER REALTY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on January 7, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of January, A.D. 2010

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY FOR CORPORATIONS

I, (insert name) ROBERT CLARKSON, am the Clerk/Secretary of the (insert Corporate name), ASHOLE RIVER REALTY, INC. and do hereby certify:

- 1. I am a duly elected and acting Clerk/Secretary for the Corporation documented above, which is incorporated in the State of (Insert State of incorporation) NEW HAMPSHIRE
2. I maintain and have custody of, and am familiar with, the minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following is a true, accurate and complete copy of the resolution adopted during a meeting of the Board of Directors of the Corporation. Said meeting was held in accordance with the laws and by-laws of the State in which the Corporation is incorporated, upon the following date: (insert date of meeting) 1-04-2010

RESOLVED: That this Corporation shall enter into a contract with the State of New Hampshire, acting by and through the Department of Health and Human Services

providing for the performance by this Corporation of certain services as documented within the foregoing Lease, and that the President, and/or the Vice President, and/or the Treasurer, (document which titled officer is authorizing the contract), ROBERT CLARKSON on behalf of this Corporation, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable of appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Corporation in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Corporation, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Corporation, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)

President: ROBERT CLARKSON
Vice President: _____
Treasurer: _____

IN WITNESS WHEREOF: I sign below as the Clerk/Secretary of the Corporation, and have affixed its' corporate seal (if applicable) upon this date: (insert date of signing) 1-04-2010

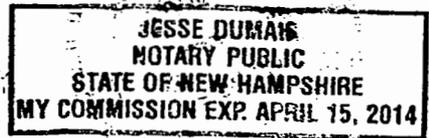
Clerk/Secretary (signature) [Signature]
In the State and County of: (State and County names) _____

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

UPON THIS DATE 01/4/2010, appeared before me (print full name of notary) Jesse Dumais
the undersigned officer personally appeared (insert officer's name) Robert L Clarkson
who acknowledged him/herself to be (insert officer's title, and the name of corporation) _____

and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)



1/7/2010

To whom it may concern;

I, Robert Clarkson, do hereby certify that I am the sole member of the Ashuelot River Realty Inc of 86 North Shore Road, Spofford, New Hampshire 03462.

A handwritten signature in black ink, appearing to read 'R. Clarkson', followed by a horizontal line.

Robert Clarkson, President Ashuelot River Realty

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Ashuelot River Realty, Inc.
 As of 26-Jan-2010 1:59 PM EST
 Save to MyEPLS

Your search returned no results.

It is further recommended that you perform a Partial Name search on any word of the name to further confirm the eligibility status of the party. An additional Partial Name search might be necessary because an Exact Name match will not be found if the spelling or format of the name you are searching for is different than the name of the exclusion in EPLS.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

Contact Information

- > For Help: Federal Service Desk

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

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

DATE: May 2, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

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

LESSOR: Ashuelot River Realty, Inc. 86 North Shore Road, Spofford, NH 03462

DESCRIPTION: Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will retroactively authorize providing an additional thirty (30) days of occupancy at the Departments' former (new location is now open) Keene District Office located at 809 Court Street, Keene NH. The extended term will allow the Department to complete removal of all equipment and furniture from the space and time to provide "broom clean" condition prior to turning it over to the Landlord.

TERM: One (1) month: May 1, 2014 termination extended to May 30, 2014

RENT: The rate of approx. \$18.75 per square foot which is \$328,125.00 annually shall remain unchanged (0% escalation) for the extended term, payable as **\$27,343.25 for one moth- which shall be the total Term cost**

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

PUBLIC NOTICE: Sole-Source amendment of current lease, however there was full conformance with competitive RFP processes preparatory to Department of Health and Human Services entering into their new Keene District office lease located at 109 Key Road, Keene NH. Due to delays in receipt/installation of new furniture/equipment at the new location moving and opening day was delayed causing the need for an additional month in the former location.

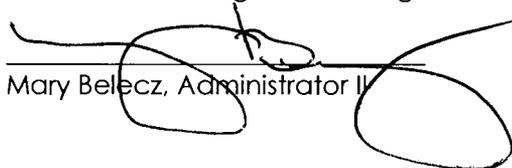
CLEAN AIR PROVISIONS: None applicable to an amended term

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

OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner