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

Jeffrey A. Meyers
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

Sheri L. Rockburn
Chief Financial Officer

March 6, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **retroactive, sole source** amendment to the existing lease with 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc., 11 Court Street, Exeter, New Hampshire 03833 (Vendor #167378) for continued occupation by the Seacoast District Office by increasing the price limitation in the amount of \$628,992.00 to \$4,127,187.12 from \$3,498,195.12 and by extending the term for up to fourteen months from March 31, 2017 to May 31, 2018, effective retroactive to April 1, 2017. Governor and Council approved the original lease on December 9, 2009, item #79, amendment approved on March 20, 2013, item #23, amendment approved June 4, 2014 item #44, extension approved March 25, 2015 item #6 and extension approved June 1, 2016 item #9. General Funds 60%, Federal Funds 40%.

Funds are available in the following account for SFY 2017 and are anticipated to be available in SFY 2018 upon the availability and continued appropriation of funds in the future operating budgets.

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

| Fiscal Year | Class/Object | Class Title | Current Modified Budget | Increase (Decrease) Amount | Revised Modified Budget |
|-------------|--------------|-------------------------------|-------------------------|----------------------------|-------------------------|
| SFY 2010 | 022-500248 | Rents&Leases Other than State | \$119,306.49 | \$ 0.00 | \$119,306.49 |
| SFY 2011 | 022-500248 | Rents&Leases Other than State | \$479,999.04 | \$ 0.00 | \$479,999.04 |
| SFY 2012 | 022-500248 | Rents&Leases Other than State | \$490,833.39 | \$ 0.00 | \$490,833.39 |
| SFY 2013 | 022-500248 | Rents&Leases Other than State | \$498,378.72 | \$ 0.00 | \$498,378.72 |
| SFY 2014 | 022-500248 | Rents&Leases Other than State | \$498,378.72 | \$ 0.00 | \$498,378.72 |
| SFY 2015 | 022-500248 | Rents&Leases Other than State | \$498,378.72 | \$ 0.00 | \$498,378.72 |
| SFY 2016 | 022-500248 | Rents&Leases Other than State | \$508,568.04 | \$ 0.00 | \$508,568.04 |
| SFY 2017 | 022-500248 | Rents&Leases Other than State | \$404,352.00 | \$134,784.00 | \$539,136.00 |
| SFY 2018 | 022-500248 | Rents&Leases Other than State | \$ 0.00 | \$494,208.00 | \$494,208.00 |
| Total | | | \$3,498,195.12 | \$628,992.00 | \$4,127,187.12 |

EXPLANATION

The amendment is retroactive due to the delay in receiving authorization from the Pease Development Authority and the fact that 75 New Hampshire, LLC was reluctant to extend the existing

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

March 6, 2017

Page 2

lease without a commitment for a new lease (a new lease is currently in process). The agreement is sole source because it was the most cost effective way to secure the necessary office space for up to fourteen months to provide continuity of Department services to the public in the Seacoast area while finalizing the Request For Proposal.

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services have occupied this Seacoast District Office located at 50 International Drive since 2010, currently housing ninety-five (95) employees. The Department will need fourteen (14) months to complete the State of New Hampshire's lease Request For Proposal authorization process for the replacement contract and allow Landlord construction time to build a new facility. Extending the term will allow the Department to continue lawful payment of rent while continuing occupancy at the Premises.

The original lease was competitively bid in September of 2008. The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The current lease rate is \$20.90 per square foot gross and remains the same for the term. The square footage remains the same at 25,796.

Approval of this lease amendment allows the Department to provide services to the public in a secure environment while finalizing the Request For Proposal. The area served by the Seacoast District Office is the majority of Rockingham County.

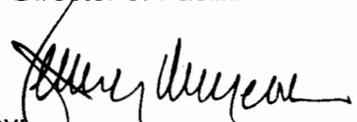
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

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

Respectfully submitted,



David S. Clapp
Director of Facilities



Approved by:
Jeffrey A. Meyers
Commissioner

LEASE SPECIFICS

| | |
|-------------------|--|
| Landlord: Inc. | 75 New Hampshire, LLC C/o James J. Horne, CPManagement, 11 Court Street Exeter, New Hampshire 03833 |
| Location: | 50 International Drive Portsmouth, New Hampshire 03801 |
| Monthly Rent: | Year 1 \$44,928.00 |
| Square Footage: | 25,796 |
| Square Foot Rate: | Year 1 \$20.90 |
| Janitorial: | Included in rent |
| Utilities: | Included in rent |
| Term: | Commencing April 1, 2017 through May 31, 2018 |
| Total Rent: | \$628,992.00 |

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, FEB. 21, 2017 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 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc. (hereinafter referred to as the "Landlord") with a place of business at 11 Court Street, Exeter, New Hampshire 03833.

Whereas, pursuant to a three-year Lease agreement (hereinafter called the "Agreement"), for 25,796 square feet of space located at 50 International Drive, Portsmouth, New Hampshire which was first entered into on November 12, 2009, which was approved by the Governor and Executive Council on December 9, 2009, item #79 amendment approved on March 20, 2013, item #23, amendment approved June 4, 2014 item #44, extension approved March 25, 2015 item #6 and extension approved June 1, 2016, item #9 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 the Request For Proposal approval process and allow the Landlord the build out time necessary to construct a new facility, and;

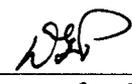
The Tenant will need fourteen (14) months to complete the State of New Hampshire's lease Request For Proposal authorization process for the replacement contract and allow Landlord construction time to build a new facility, however, the Agreement expires well in advance of this, and;

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, March 31, 2017 is hereby amended to terminate fourteen (14) months thereafter, May 31, 2018 (Amended Term). 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, this Amendment shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: 

Date: 2-28-17

4.1 Rent: The current annual rent of \$539,136.00, which is approximately \$20.90 per square foot, prorated to a monthly rent of \$44,928.00 will remain the same for the amended term, which shall be due on the first day of each month during the term. The first monthly installment shall be due and payable April 1, 2017 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 fourteen (14) months which is \$628,992.00.

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 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: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this amendment and extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval request is denied, 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: D&P
Date: 2-28-17

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

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

Date: 3/15/2017

By David S. Clapp
David S. Clapp, Director of Facilities

LANDLORD:

Date: 2-21-17

By Daniel L. Plummer
Daniel L. Plummer, Co-Manager

Acknowledgement: State of New Hampshire, County of ROCKINGHAM.
On (date) 2-21-2017, before the undersigned officer, personally appeared Daniel Plummer, 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: J. Russell Doyle
Commission expires: 10-3-2017 Seal:

Name and title of Notary Public or Justice of the Peace (please print):
J. Russell Doyle, Associate
**J. Russell Doyle
NOTARY PUBLIC
New Hampshire
My Commission Expires 10/3/2017**

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

By: Megan A. Tapp, Assistant Attorney General, on 3/14/17.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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

| <i>State Fiscal Year</i> | <i>Month</i> | <i>Square Foot Rate</i> | <i>Monthly Payment</i> | <i>Yearly Total</i> | <i>Fiscal Year Total</i> |
|--------------------------|--------------|-----------------------------|----------------------------|---------------------|--------------------------|
| 2017 | 4/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 5/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 6/1/2017 | \$ 20.90 | \$ 44,928.00 | | \$ 134,784.00 |
| 2018 | 7/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 8/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 9/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 10/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 11/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 12/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 1/1/2018 | \$ 20.90 | \$ 44,928.00 | | |
| | 2/1/2018 | \$ 20.90 | \$ 44,928.00 | | |
| | 3/1/2018 | \$ 20.90 | \$ 44,928.00 | \$ 539,136.00 | |
| | 4/1/2018 | \$ 20.90 | \$ 44,928.00 | | |
| | 5/1/2018 | \$ 20.90 | \$ 44,928.00 | \$ 89,856.00 | \$ 494,208.00 |
| <i>Total Rent</i> | | | | \$ 628,992.00 | \$ 628,992.00 |

Initials: JHP
Date: 2-28-17

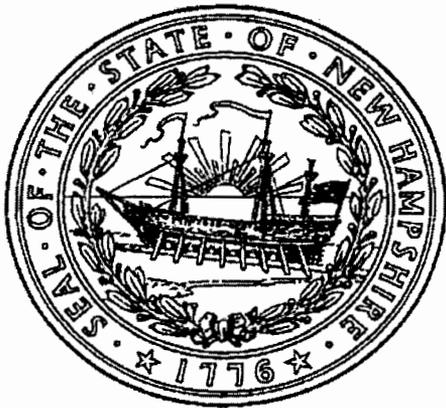
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 75 NEW HAMPSHIRE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 27, 2007. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 580366



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 February A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

Date: FEB 21, 2017

The undersigned, being the Managing Members of LEVERE PROPERTIES, LLC Co-Managers of 75 New Hampshire, LLC hereby certifies that the following Resolution has been duly adopted:

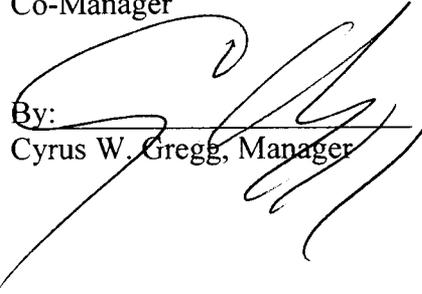
RESOLVED: That Daniel L. Plummer as Manager of Levere Properties, LLC, is authorized to execute an extension to the lease with the State of New Hampshire, Department of Health and Human Services, on behalf of 75 New Hampshire, LLC as Lessor, with respect to leased premises at 50 International Drive, Portsmouth, New Hampshire.

75 New Hampshire, LLC
A New Hampshire Limited Liability Company

Lever Properties, LLC
Co-Manager

By: 
Daniel L. Plummer, Manager

Say Pease VII, LLC
Co-Manager

By: 
Cyrus W. Gregg, Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/2/2017

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

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

| | | |
|--|--|--|
| PRODUCER DataRisk A Risk Strategies Company 1 New Hampshire Avenue, Suite 340 Portsmouth, NH 03801 | CONTACT NAME: PHONE (A/C, No. Ext): (603) 778-8985 FAX (A/C, No): (603) 778-8987 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED 75 New Hampshire LLC 75 New Hampshire Condominium Two International Group, LLC 1 New Hampshire Ave., Ste 101 Portsmouth NH 03801 | INSURER A: Citizens Ins. Co of America NAIC # 31534 | |
| | INSURER B: Employers Fire Ins Co | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 34486758 **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 INSP | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Terrorism Included <input checked="" type="checkbox"/> \$0 Deductible Applies GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | ZBN873227706 | 6/10/2016 | 6/10/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | ZBN873227706 | 6/10/2016 | 6/10/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | UHN873227906 | 6/10/2016 | 6/10/2017 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

50 International Drive, Portsmouth, NH 03801

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|--|
| State of New Hampshire Department of Human Services Attn: Leon Smith, Administrator 129 Pleasant Street Concord NH 03301 | 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 Michael S. Daigle <i>MS Daigle</i> |

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2017

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

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

| | | |
|---|---|--|
| PRODUCER DataRisk A Risk Strategies Company 1 New Hampshire Avenue, Suite 340 Portsmouth, NH 03801 | CONTACT NAME: PHONE (A/C No. Ext): (603) 778-8985 FAX (A/C No.): (603) 778-8987 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED CPManagement, Inc. CPManagement CT, LLC 11 Court Street, Ste 100 Exeter NH 03833 | INSURER A: | |
| | INSURER B: Ohio Security Insurance Company 24082 | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 34478013 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-------------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | XWS (17) 57132202 | 1/31/2017 | 1/31/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| | | | | | | | |

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

Evidence Of Insurance

CERTIFICATE HOLDER

State of New Hampshire
 Department of Health & Human Services
 Attn: Leon Smith, Administrator
 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

Mike Christian

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ACORD 25 (2016/03)

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June 1, 2016
#9



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

COPY

Jeffrey A. Meyers
Commissioner

Sheri L. Rockburn
Chief Financial Officer

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

April 11, 2016

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

REQUESTED ACTION

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Funds are available in the following account for SFY 2016 and are anticipated to be available in SFY 2017 upon the availability and continued appropriation of funds in the future operating budgets.

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

| Fiscal Year | Class/Object | Class Title | Current Modified Budget | Increase (Decrease) Amount | Revised Modified Budget |
|-------------|--------------|-------------------------------|-------------------------|----------------------------|-------------------------|
| SFY 2010 | 022-500248 | Rents&Leases Other than State | \$119,306.49 | \$ 0.00 | \$119,306.49 |
| SFY 2011 | 022-500248 | Rents&Leases Other than State | \$479,999.04 | \$ 0.00 | \$479,999.04 |
| SFY 2012 | 022-500248 | Rents&Leases Other than State | \$490,833.39 | \$ 0.00 | \$490,833.39 |
| SFY 2013 | 022-500248 | Rents&Leases Other than State | \$498,378.72 | \$ 0.00 | \$498,378.72 |
| SFY 2014 | 022-500248 | Rents&Leases Other than State | \$498,378.72 | \$ 0.00 | \$498,378.72 |
| SFY 2015 | 022-500248 | Rents&Leases Other than State | \$498,378.72 | \$ 0.00 | \$498,378.72 |
| SFY 2016 | 022-500248 | Rents&Leases Other than State | \$373,784.04 | \$134,784.00 | \$508,568.04 |
| SFY 2017 | 022-500248 | Rents&Leases Other than State | \$ 0.00 | \$404,352.00 | \$404,352.00 |
| Total | | | \$2,959,059.12 | \$539,136.00 | \$3,498,195.12 |

EXPLANATION

The amendment is retroactive due to the delay in receiving authorization from the Pease Development Authority; this was not a procedure that was necessary during previous agreements. The Landlord also requested an increase due to land rent, real estate taxes and operating expenses, plus an increase in cost of living, the rent has not increased since 2012. The Department was able to negotiate on the actual utilities increase of \$.90 and Land Rent and Real Estate Taxes of \$.68 for a total increase of approximately 8% to a total of \$20.90 per square foot. The agreement is sole source because it was determined to be the most cost effective way to secure the necessary office space for up to twelve months to provide continuity of Department services to the public in the Seacoast area while finalizing the Request For Proposal. The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services have occupied this Seacoast District Office located at 50 International Drive since 2010, currently housing ninety-five (95) employees. Regionalization and restructuring of the Department's District Offices will reassign some staff from other regions to this location and provide for an expanded program, which will also require an increase in staff at this location and change the way the Department disburses benefits. The Request For Proposal process has become increasingly complex due to these changes, affecting the Department's business model, which is the reason the Department needs to remain at this location until these changes and modifications can be fine-tuned and implemented, presenting a streamlined, more efficient District Office.

The amendment reflects an increase in the term of twelve months. Extending the term will allow the Department 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 Seacoast catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need twelve months to finalize the process and obtain authorization of any subsequent lease contract.

The original lease was competitively bid in September of 2008, during that time the Request For Proposal was published in two newspapers resulting in a new lease with 75 New Hampshire, LLC. The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The current lease rate is \$19.32 per square foot gross; the amendment rate is increased approximately 8% to \$20.90. The square footage remains the same at 25,796.

Approval of this lease amendment allows the Department to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area served by the Seacoast District Office is the majority of Rockingham County.

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

April 11, 2016

Page 3

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

Respectfully submitted,



David S. Clapp
Director of Facilities

Approved by:


Jeffrey A. Meyers
Commissioner

LEASE SPECIFICS

| | |
|-------------------|--|
| Landlord: Inc. | 75 New Hampshire, LLC C/o James J. Horne, CPManagement, 11 Court Street Exeter, New Hampshire 03833 |
| Location: | 50 International Drive Portsmouth, New Hampshire 03801 |
| Monthly Rent: | Year 1 \$44,928.00 |
| Square Footage: | 25,796 |
| Square Foot Rate: | Year 1 \$20.90 |
| Janitorial: | Included in rent |
| Utilities: | Included in rent |
| Term: | Commencing April 1, 2016 through March 31, 2017 |
| Total Rent: | \$539,136.00 |

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 3/15 2016 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 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc. (hereinafter referred to as the "Landlord") with a place of business at 11 Court Street, Exeter, New Hampshire 03833.

Whereas, pursuant to a three-year Lease agreement (hereinafter called the "Agreement"), for 25,796 square feet of space located at 50 International Drive, Portsmouth, New Hampshire which was first entered into on November 12, 2009, which was approved by the Governor and Executive Council on December 9, 2009, item #79 amendment approved on March 20, 2013, item #23, amendment approved June 4, 2014 item #44 and extension approved March 25, 2015 item #6 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their Regionalization of District Offices which will reassign some staff from other regions to this location to provide for an expanded program which will require an increase in staff at this location and their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning, and;

The Tenant will need a minimum of twelve (12) months to both respond to these business changes and to subsequently conduct and complete the State of New Hampshire's lease RFP and authorization process for any proposed replacement contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, March 31, 2016 is hereby amended to terminate twelve (12) months thereafter, March 31, 2017 (Amended Term). 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, this Amendment shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: JHP
Date: 3/15/16

4.1 Rent: The current annual rent of \$498,378.72, which is approximately \$19.32 per square foot will increase approximately 8% to \$539,136.00, which is approximately \$20.90 per square foot, prorated to a monthly rent of \$44,928.00 which shall be due on the first day of each month during the term. The first monthly installment shall be due and payable April 1, 2016 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 twelve (12) months which is \$539,136.00.

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 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.

Initials: JSP
Date: 3/15/16

EFFECTIVE DATE OF THE AMENDMENT: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this amendment and extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval request is denied, 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: DPD
Date: 3/15/16

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

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

Date: 4/29/2016

By: *Sheri L. Rockburn*
Sheri L. Rockburn, Chief Financial Officer

LANDLORD:

Date: 3/15/16

By: *Daniel L. Plummer*
Daniel L. Plummer, Co-Manager

Acknowledgement: State of NEW HAMPSHIRE, County of ROCKINGHAM.

On (date) 3-15-16, before the undersigned officer, personally appeared Daniel Plummer, 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: *J. Russell Doyle*
J. Russell Doyle
NOTARY PUBLIC Seal:

Commission expires: New Hampshire

Name and title of Notary Public or Justice of the Peace (please print):
J. Russell Doyle
My Commission Expires 10/3/2017

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

By: *Merrill*, Assistant Attorney General, on 5/16/16.

Approval by the New Hampshire Governor and Executive Council:

By: *Scott Rankin*, on JUN 01 2016

DEPUTY SECRETARY OF STATE

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

| <i>State Fiscal Year</i> | <i>Month</i> | <i>Square Foot Rate</i> | <i>Monthly Payment</i> | <i>Yearly Total</i> | <i>Fiscal Year Total</i> |
|--------------------------|-------------------|-----------------------------|----------------------------|---------------------|--------------------------|
| 2016 | 4/1/2016 | \$ 20.90 | \$ 44,928.00 | | |
| | 5/1/2016 | \$ 20.90 | \$ 44,928.00 | | |
| | 6/1/2016 | \$ 20.90 | \$ 44,928.00 | | \$ 134,784.00 |
| 2017 | 7/1/2016 | \$ 20.90 | \$ 44,928.00 | | |
| | 8/1/2016 | \$ 20.90 | \$ 44,928.00 | | |
| | 9/1/2016 | \$ 20.90 | \$ 44,928.00 | | |
| | 10/1/2016 | \$ 20.90 | \$ 44,928.00 | | |
| | 11/1/2016 | \$ 20.90 | \$ 44,928.00 | | |
| | 12/1/2016 | \$ 20.90 | \$ 44,928.00 | | |
| | 1/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 2/1/2017 | \$ 20.90 | \$ 44,928.00 | | |
| | 3/1/2017 | \$ 20.90 | \$ 44,928.00 | \$ 539,136.00 | \$ 404,352.00 |
| | <i>Total Rent</i> | | | | |

Initials: DJP
Date: 3/15/16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

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

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

| | | |
|--|--|--|
| PRODUCER DataRisk A Risk Strategies Company 1 New Hampshire Avenue, Suite 340 Portsmouth, NH 03801 | CONTACT NAME: PHONE (A/C, No, Ext): (603) 778-8985 FAX (A/C, No): (603) 778-8987 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE NAIC # | |
| INSURED 75 New Hampshire LLC 75 New Hampshire Condominium Two International Group, LLC 1 New Hampshire Ave., Ste 101 Portsmouth NH 03801 | INSURER A : Citizens Ins. Co of America 31534 | |
| | INSURER B : Employers Fire Ins Co | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER: 29309153

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 INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Terrorism Included <input checked="" type="checkbox"/> \$0 Deductible Applies GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | | ZBN873227705 | 6/10/2015 | 6/10/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | ZBN873227705 | 6/10/2015 | 6/10/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ BOD LY INJURY (Per person) \$ BOD LY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Liability \$ 1,000,000 |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | UHE873227904 | 6/10/2015 | 6/10/2016 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

50 International Drive, Portsmouth, NH 03801

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| State of New Hampshire Department of Human Services Attn: Leon Smith, Administrator 129 Pleasant Street Concord NH 03301 | 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 Michael S. Daigle <i>MS Daigle</i> |

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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 75 New Hampshire, LLC is a New Hampshire limited liability company formed on June 27, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of March, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

Date: 3/15 2016

The undersigned, being the Managing Members of LEVERE PROPERTIES, LLC Co-Managers of 75 New Hampshire, LLC hereby certifies that the following Resolution has been duly adopted:

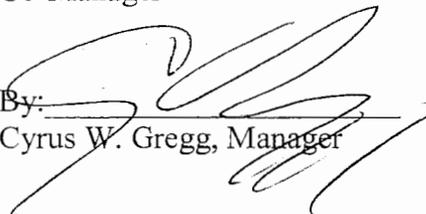
RESOLVED: That Daniel L. Plummer as Manager of Levere Properties, LLC, is authorized to execute an extension to the lease with the State of New Hampshire, Department of Health and Human Services, on behalf of 75 New Hampshire, LLC as Lessor, with respect to leased premises at 50 International Drive, Portsmouth, New Hampshire.

75 New Hampshire, LLC
A New Hampshire Limited Liability Company

Lever Properties, LLC
Co-Manager

By: 
Daniel L. Plummer, Manager

Say Pease VII, LLC
Co-Manager

By: 
Cyrus W. Gregg, Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

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 Risk Strategies Company One New Hampshire Avenue Suite 340 Portsmouth NH 03801 | CONTACT NAME: Amber Hill PHONE (A/C No. Ext): (603) 778-8985 E-MAIL ADDRESS: ahill@risk-strategies.com FAX (A/C No.): |
| | INSURER(S) AFFORDING COVERAGE |
| INSURED CP Management, Inc CP Management CT, LLC 11 Court Street, Suite 100 Exeter NH 03833 | INSURER A: Liberty Mutual Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # |
| | |
| | |
| | |

COVERAGES **CERTIFICATE NUMBER:** CL164110830 **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 INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|---|-------------------|-------------------------|-------------------------|--|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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) \$ \$ | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N N/A | XWS (17) 57132202 | 1/31/2016 | 1/31/2017 | <input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 | |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|---|
| State of New Hampshire Department of Health and Human Services Attn: Leon Smith, Administrator 129 Pleasant Street Concord, NH 03301 | 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 Michael Christian/ABH <i>MCS Christian</i> |
|--|---|

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USER NAME PASSWORD

[Forgot Username?](#) [Forgot Password?](#)

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Search Results

Current Search Terms: 75 New* hampshire* LLC*

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No records found for current search.

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By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

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

IBM v1.P.46.20160226-1435

WWW3



3/25/15
#6



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

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

Nicholas A. Toumpas
Commissioner

Sheri L. Rockburn
Chief Financial Officer

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

February 26, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source**, extension to the existing lease with 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc., 11 Court Street, Exeter, New Hampshire 03833 (Vendor #167378) for continued occupation by the Seacoast District Office by increasing the price limitation in the amount of \$498,378.72 to \$2,959,059.12 from \$2,460,680.40 and by extending the term for twelve months from March 31, 2015 to March 31, 2016, effective April 1, 2015 or upon Governor and Council approval, whichever is later, and to end March 31, 2016. Governor and Council approved the original lease on December 9, 2009, item #79, amendment approved on March 20, 2013, item #23, and amendment approved June 4, 2014, item #44. Funds are available in the following account for SFY 2015 and anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets. General Funds 60%, Federal Funds 40%.

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 2010 | 022-500248 | Rents&Leases Other than State | \$119,306.49 | \$ 0.00 | \$119,306.49 |
| SFY 2011 | 022-500248 | Rents&Leases Other than State | \$479,999.04 | \$ 0.00 | \$479,999.04 |
| SFY 2012 | 022-500248 | Rents&Leases Other than State | \$490,833.39 | \$ 0.00 | \$490,833.39 |
| SFY 2013 | 022-500248 | Rents&Leases Other than State | \$498,378.72 | \$ 0.00 | \$498,378.72 |
| SFY 2014 | 022-500248 | Rents&Leases Other than State | \$498,378.72 | \$ 0.00 | \$498,378.72 |
| SFY 2015 | 022-500248 | Rents&Leases Other than State | \$373,784.04 | \$124,594.68 | \$498,378.72 |
| SFY 2016 | 022-500248 | Rents&Leases Other than State | \$ 0.00 | \$373,784.04 | \$373,784.04 |
| Total | | | \$2,460,680.40 | \$498,378.72 | \$2,959,059.12 |

EXPLANATION

This request is submitted as a **sole source** extension because it was determined to be a more cost effective way to secure the necessary office space for twelve months. 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 Seacoast District Office located at 50 International Drive since 2010, currently house ninety-five (95) employees. Regionalization and restructuring of the Department's District Offices will reassign some staff from other regions to this location and provide for an expanded program, which will also require an increase in staff at this location and change the way the Department disburses benefits. The Request for Proposal process has become increasingly complex due to these changes, affecting the

Department's business model, which is the reason the Department needs to remain at this location until these changes and modifications can be fine tuned and implemented, presenting a streamlined, more efficient District Office.

The extension reflects an increase in the term of twelve months. Extending the term will allow the Department 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 Seacoast catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need twelve months to finalize the process and obtain authorization of any subsequent lease contract.

The original lease was competitively bid in September of 2008, during that time the Request For Proposal was published in two newspapers and as a result three proposals were received: 30 Maplewood Avenue Trust; The Kane company, Inc.; and a proposal from 75 New Hampshire, LLC. 75 New Hampshire, LLC provided the only viable proposal resulting in a new lease.

The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping)

The current lease rate is \$19.32 per square foot gross; the lease extension provides the same square foot rate for the extension term. The square footage remains the same at 25,796.

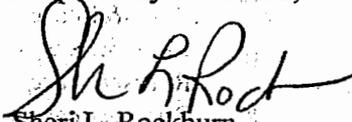
Approval of this lease extension allows the Department to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area served by the Seacoast District Office is the majority of Rockingham County.

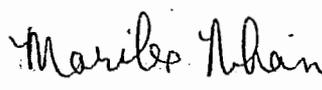
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

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

Respectfully submitted,


Sheri L. Rockburn
Chief Financial Officer

Approved by:


Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord: 75 New Hampshire, LLC
C/o James J. Horne, CPManagement, Inc.
11 Court Street
Exeter, New Hampshire 03833

Location: 50 International Drive
Portsmouth, New Hampshire 03801

Monthly Rent: Year 1 \$41,531.56

Square Footage: 25,796

Square Foot Rate: Year 1 \$19.32

Janitorial: Included in rent

Utilities: Included in rent

Term: Commencing April 1, 2015,
through March 31, 2016

Total Rent: \$498,378.72

extension term: to will terminate the original term of the lease on the date of the expiration of the term of the lease, but the commencement of the extension term shall be deemed to have occurred on the date of the expiration of the original term of the lease. The extension term shall be deemed to have commenced on the date of the expiration of the original term of the lease, and the lease shall be deemed to have been renewed for the extension term. The extension term shall be deemed to have commenced on the date of the expiration of the original term of the lease, and the lease shall be deemed to have been renewed for the extension term.

the lease shall be deemed to have been renewed for the extension term. The extension term shall be deemed to have commenced on the date of the expiration of the original term of the lease, and the lease shall be deemed to have been renewed for the extension term.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NOTIFICATION OF LEASE EXTENSION**

Advisory notice to Landlord of Tenant exercise of Lease Extension option:

As provided by section 3.3 "extension of term" in a "State of New Hampshire" lease agreement (Agreement) for certain leasehold space (Premises) which was entered into by the parties listed below the Tenant hereby provides notice to the Landlord of their election to extend the lease term in accordance with the original terms of the Agreement.

Tenant: The State of New Hampshire acting by and through the:

Department of Health and Human Services

Landlord: 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc.

Location of Premises: 50 International Drive, Portsmouth, NH

Effective Dates for "Extension of Term": shall be as set forth in the Agreement as follows:

Commencement: April 1, 2015

Expiration: March 31, 2016

Rent due for Extended Term: shall be as set forth in the original contract which is: Annual rent of \$498,378.72, which is approximately \$19.32 per square foot payable on the first day of each month in the amount of \$41,531.56

Conditions on Commencement of Extension Term: Notwithstanding the foregoing, it is hereby understood that the commencement of this "extension of term" is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire. In the event that said approval request is denied, then the Lease extension shall thereupon immediately terminate, and all contractual lease obligations of the parties hereto shall cease.

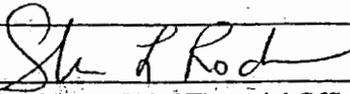
CONTINUANCE OF AGREEMENT: the Agreement and the obligations of the parties there under shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Initials: JHP

Date: 2-16-15

IN WITNESS WHEREOF; the parties hereto have set their hands

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

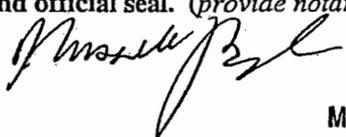
Authorized by: (provide full name and title) 
Sheri L. Rockburn, Chief Financial Officer

LANDLORD: (full name of corporation, LLC or individual) 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc.

Authorized by: (provide full name and title) 
Print: Daniel L. Plummer, Co-Manager
Name & Title

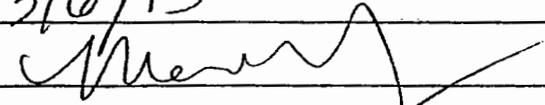
NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE
OF: NEW HAMPSHIRE COUNTY OF: ROCKINGHAM
UPON THIS DATE (insert full date) February 16, 2015, appeared before
me (print full name of notary) J. Russell Doyle the undersigned officer personally
appeared (insert Landlord's signature) Daniel Plummer
who acknowledged him/herself to be (print officer's title, and the name of the corporation)
CO-MANAGER, 75 New Hampshire, LLC and that as such

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

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)
 J. Russell Doyle
NOTARY PUBLIC
New Hampshire
My Commission Expires 10/3/2017

APPROVALS:

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

Approval date: 3/6/15
Approving Attorney:  Megan A. Yagle - Attorney

Approved by the Governor and Executive Council:

Approval date: MAR 25 2015
Signature of the Deputy Secretary of State: 

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

| State Fiscal Year | Month | Square Foot Rate | Monthly Payment | Yearly Total | Fiscal Year Total |
|-----------------------------------|-----------|---------------------|--------------------|---------------|----------------------|
| Amendment Extension Option | | | | | |
| 2015 | 4/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 5/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 6/1/2015 | \$ 19.32 | \$ 41,531.56 | | \$ 124,594.68 |
| 2016 | 7/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 8/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 9/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 10/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 11/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 12/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 1/1/2016 | \$ 19.32 | \$ 41,531.56 | | |
| | 2/1/2016 | \$ 19.32 | \$ 41,531.56 | | |
| | 3/1/2016 | \$ 19.32 | \$ 41,531.56 | \$ 498,378.72 | \$ 373,784.04 |
| Total Option Period | | | | | \$ 498,378.72 |

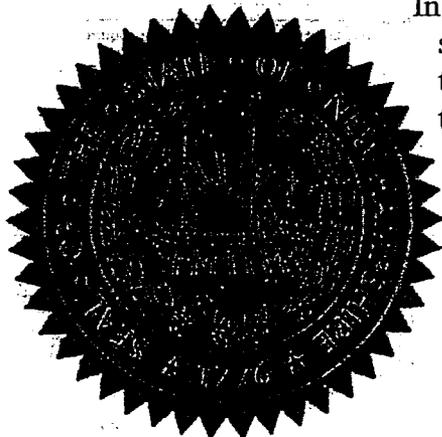
Initials: DTD
Date: 2-16-15

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 75 New Hampshire, LLC is a New Hampshire limited liability company formed on June 27, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of March, A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

Dated: February 16 2015

The undersigned, being the Managing Members of LEVERE PROPERTIES, LLC Co-Managers of 75 New Hampshire, LLC hereby certifies that the following Resolution has been duly adopted:

RESOLVED: That Daniel L. Plummer as Manager of Levere Properties, LLC, is authorized to execute an extension to the lease with the State of New Hampshire, Department of Health and Human Services, on behalf of 75 New Hampshire, LLC as Lessor, with respect to leased premises at 50 International Drive, Portsmouth, New Hampshire.

75 New Hampshire, LLC
A New Hampshire Limited Liability Company

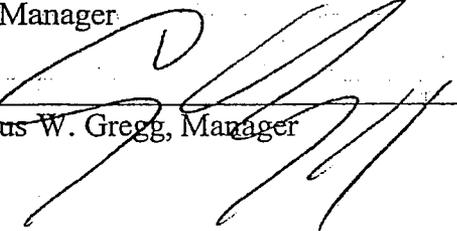
Lever Properties, LLC
Co-Manager

By: _____


Daniel L. Plummer, Manager

Say Pease VII, LLC
Co-Manager

By: _____


Cyrus W. Gregg, Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2015

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 DataRisk LLC A Risk Strategies Company 1 New Hampshire Avenue, Suite 340 Portsmouth, NH 03801 | CONTACT NAME: PHONE (A/C, No., Ext): (603) 778-8985 | | FAX (A/C, No.): (603) 778-8987 |
| | E-MAIL ADDRESS: | | |
| INSURED CPManagement Inc. CPManagement CT, LLC 11 Court Street, Ste 100 Exeter NH 03833 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Acadia Insurance Company | | |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** 23552963 **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 INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-------------------------------------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> N/A | WCA5129495 | 1/31/2015 | 1/31/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

| | |
|--|---|
| CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services Attn: Leon Smith, Administrator 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  Mike Christian |

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ACORD 25 (2014/01)

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Search Results

Current Search Terms: 75 New* hampshire* LLC*

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

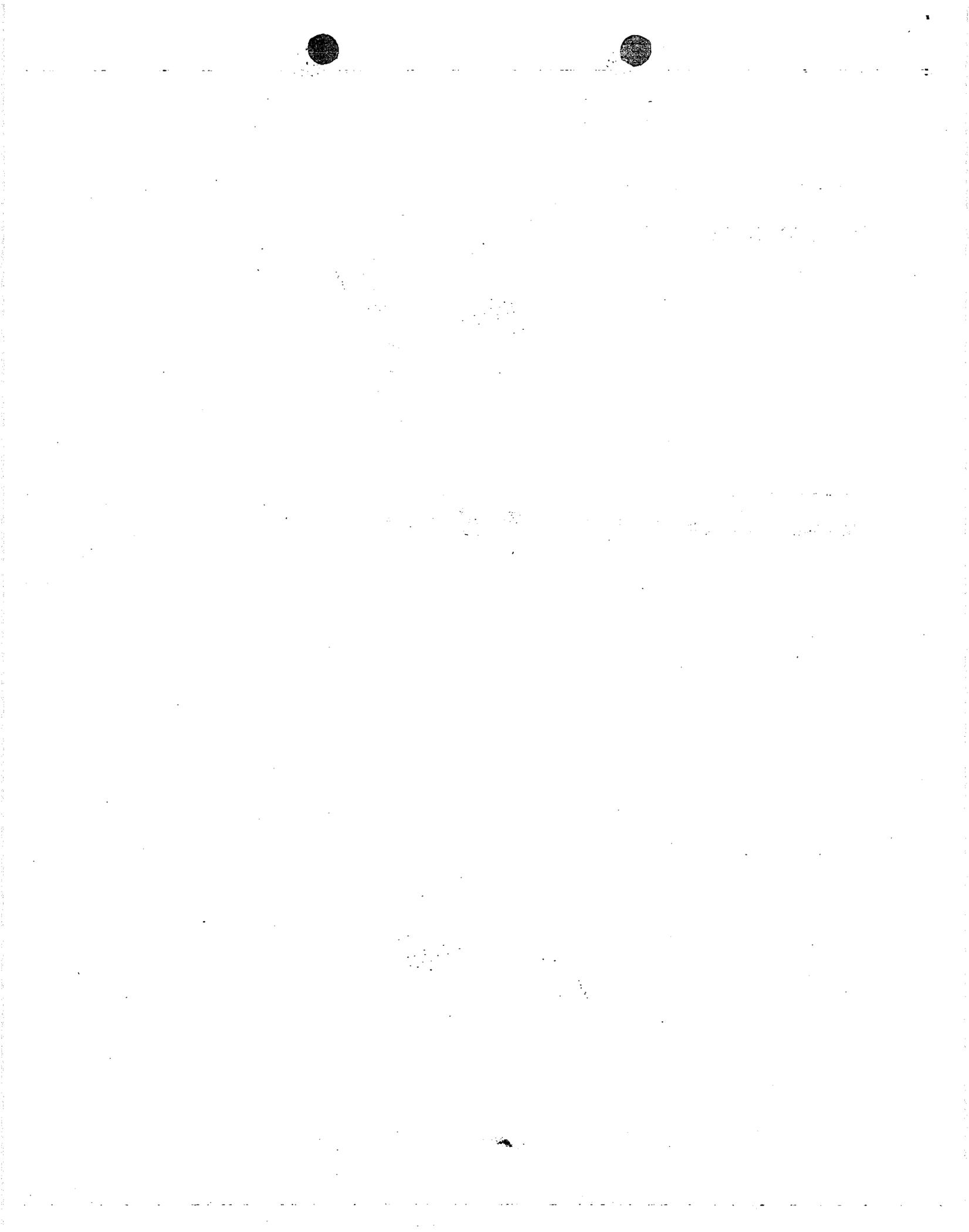
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6/4/14
#44

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
April 1, 2014

COPY

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

PO 1008812
JOB 95304606

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source, retroactive amendment to the existing lease with 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc., 11 Court Street, Exeter, New Hampshire 03833 (Vendor #167378) for continued occupation by the Seacoast District Office by increasing the price limitation in the amount of \$498,378.72 to \$2,460,680.40 from \$1,962,301.68 and by extending the term for twelve months from March 31, 2014 to March 31, 2015, effective retroactive to April 1, 2014, through March 31, 2015 with an option to extend for an additional twelve months, conditioned upon Governor and Executive Council approval. Governor and Council approved the original lease on December 9, 2009, item #79 and amendment approved on March 20, 2013, item #23. Funds are available in the following account for SFY 2014 and SFY 2015.

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

| Fiscal Year | Class/Object | Class Title | Current Modified Budget | Increase (Decrease) Amount | Revised Modified Budget |
|-------------|--------------|-------------------------------|-------------------------|----------------------------|-------------------------|
| SFY 2010 | 022-500248 | Rents&Leases Other than State | \$119,306.49 | \$ 0.00 | \$119,306.49 |
| SFY 2011 | 022-500248 | Rents&Leases Other than State | \$479,999.04 | \$ 0.00 | \$479,999.04 |
| SFY 2012 | 022-500248 | Rents&Leases Other than State | \$490,833.39 | \$ 0.00 | \$490,833.39 |
| SFY 2013 | 022-500248 | Rents&Leases Other than State | \$498,378.72 | \$ 0.00 | \$498,378.72 |
| SFY 2014 | 022-500248 | Rents&Leases Other than State | \$373,784.04 | \$124,594.68 | \$498,378.72 |
| SFY 2015 | 022-500248 | Rents&Leases Other than State | \$ 0.00 | \$373,784.04 | \$373,784.04 |
| Total | | | \$1,962,301.68 | \$498,378.72 | \$2,460,680.40 |

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 Seacoast District Office located at 50 International Drive since 2010, currently house ninety-five (95) employees. Regionalization and restructuring of the Department's District Offices will reassign some staff from other regions to this location and provide for an expanded program, which will also require an increase in staff at this location and change the way the Department disburses benefits. The Request for Proposal process has become increasingly complex due to these changes, affecting the Department's business model, which is the reason the Department needs to remain at this location until these changes and modifications can be fine tuned and implemented, 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

twelve months to provide these changes. The amendment is retroactive due to stalled negotiations on the short term lease amendment, in addition, the Landlord needed time to review the operating cost history of the facility in order to agree to the Department's request to maintain the current rate for this term.

Y903

The amendment reflects an increase in the term of twelve months. Extending the term will allow the Department 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 Seacoast catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices, the Department will need twelve months to finalize the process and obtain authorization of any subsequent lease contract.

The original lease was competitively bid in September of 2008, during that time the Request For Proposal was published in two newspapers and as a result only one proposal was received, from 75 New Hampshire, LLC resulting in a new lease.

The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance. The current lease rate is \$19.32 per square foot gross; the lease amendment provides the same square foot rate for the amendment term. The square footage remains the same at 23,796.

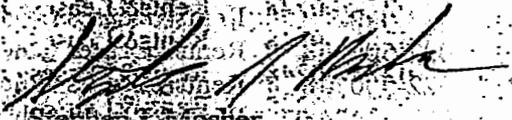
Approval of this lease amendment agreement will allow the Department to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area served by the Seacoast District Office is the majority of Rockingham County.

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

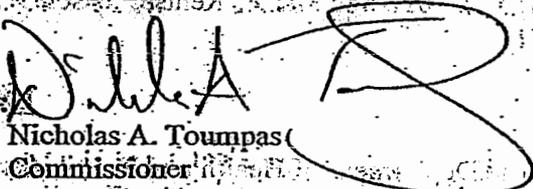
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen L. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord: 75 New Hampshire, LLC
C/o James J. Horne, CPManagement, Inc.
11 Court Street
Exeter, New Hampshire 03833

Location: 50 International Drive
Portsmouth, New Hampshire 03801

Monthly Rent: Year 1 \$41,531.56

Square Footage: 25,796

Square Foot Rate: Year 1 \$19.32

Janitorial: Included in rent

Utilities: Included in rent

Term: Commencing April 1, 2014
through March 31, 2015

Total Rent: \$498,378.72

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, April 8 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 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc. (hereinafter referred to as the "Landlord") with a place of business at 11 Court Street, Exeter, New Hampshire 03833.

Whereas, pursuant to a three-year Lease agreement (hereinafter called the "Agreement"), for 25,796 square feet of space located at 50 International Drive, Portsmouth, New Hampshire which was first entered into on November 12, 2009, which was approved by the Governor and Executive Council on December 9, 2009, item #79 and amendment approved on March 20, 2013, item #23 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their Regionalization of District Offices which will reassign some staff from other regions to this location to provide for an expanded program which will require an increase in staff at this location and their "Request for Proposal" (RFP) process which has become increasingly complex due to certain recent program changes effecting the Tenant's business model, therefore, long-term planning; and;

The Tenant will need a minimum of twelve (12) months and potentially an additional twelve (12) months thereafter to both respond to these business changes and to subsequently conduct and complete the State of New Hampshire's lease RFP and authorization process for any proposed replacement contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, March 31, 2014 is hereby amended to terminate twelve (12) months thereafter, March 31, 2015 (Amended Term). 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, this Amendment shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

Initials: DJP
Date: 4/8/14

Paragraph 3.3 "Extension of Term" is deleted, and in place thereof is inserted:

3.3 Extension of Term:

The Tenant shall have the option to extend the Amended Term for an additional twelve (12) months upon the same terms and conditions set forth in both the Agreement and the Amendment herein; the Tenant shall exercise this option by delivering advance written notice to the Landlord no less than thirty (30) days prior to the expiration of the Amended Term. Notwithstanding the foregoing, commencement of Amended Term and any subsequent Extension of Term shall be subject to the provisions of Section 3.4 of the Agreement.

Paragraph 3.4 "Conditions on the Commencement and Extension of Term" is deleted, and in place thereof is inserted: 3.4 Conditions on the Commencement and Extension of Term:

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

4.1 Rent: The current annual rent of \$498,378.72, which is approximately \$19.32 per square foot will remain unchanged and shall be due and payable for both the Amended Term and for the Tenant's optional Extension of Term. Subject to the terms of the Agreement and this Amendment the annual rent shall continue to be due and payable on the first day of each month in the amount of \$41,531.56, the first monthly installment shall be due and payable April 1, 2014 or within 30 days of the Governor and Executive Council's approval of this amendment, whichever is later. The total rent to be paid under the terms of this agreement shall not exceed \$498,378.72 for the Amended Term and \$498,378.72 for the optional Extension of Term, the resulting contractual total shall not exceed \$996,757.44.

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.

Initials: DP
Date: 4/8/14

EFFECTIVE DATE OF THE AMENDMENT: Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this amendment and extension thereof, is conditioned upon its' approval by the Governor and Executive Council of the State of New Hampshire and, in the event that said approval request is denied, this document shall become null and void, with no further obligation or recourse to either party.

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

Initials:
Date: 4/8/14

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

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

Date: 4/22/14

By *Stephen J. Mosher*
Stephen J. Mosher, Chief Financial Officer

LANDLORD:

Date: 4-8-14

By *Daniel L. Plummer*
Daniel L. Plummer, Co-Manager

Acknowledgement: State of New Hampshire, County of Rockingham.
On (date) Apr 8, 2014, before the undersigned officer, personally appeared Daniel L. Plummer, 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: *Katherine A. Bleich*

Commission expires: 6-8-2016 Seal:

Name and title of Notary Public or Justice of the Peace (please print):
KATHERINE A. BLEICH

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

By: *M. K. Bern*, Assistant Attorney General, on 4/24/14

~~Approval by the New Hampshire Governor and Executive Council:~~

By: _____, on _____

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

| <i>State Fiscal Year</i> | <i>Month</i> | <i>Square Foot Rate</i> | <i>Monthly Payment</i> | <i>Yearly Total</i> | <i>Fiscal Year Total</i> |
|-------------------------------------|----------------------------|-------------------------|------------------------|---------------------|--------------------------|
| Amended Term | | | | | |
| 2014 | 4/1/2014 | \$ 19.32 | \$ 41,531.56 | | |
| | 5/1/2014 | \$ 19.32 | \$ 41,531.56 | | |
| | 6/1/2014 | \$ 19.32 | \$ 41,531.56 | | \$ 124,594.68 |
| 2015 | 7/1/2014 | \$ 19.32 | \$ 41,531.56 | | |
| | 8/1/2014 | \$ 19.32 | \$ 41,531.56 | | |
| | 9/1/2014 | \$ 19.32 | \$ 41,531.56 | | |
| | 10/1/2014 | \$ 19.32 | \$ 41,531.56 | | |
| | 11/1/2014 | \$ 19.32 | \$ 41,531.56 | | |
| | 12/1/2014 | \$ 19.32 | \$ 41,531.56 | | |
| | 1/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 2/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 3/1/2015 | \$ 19.32 | \$ 41,531.56 | \$ 498,378.72 | \$ 373,784.04 |
| | Total Amended Term | | | \$ 498,378.72 | \$ 498,378.72 |
| Amendment Extension Option | | | | | |
| 2015 | 4/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 5/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 6/1/2015 | \$ 19.32 | \$ 41,531.56 | | \$ 124,594.68 |
| 2016 | 7/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 8/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 9/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 10/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 11/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 12/1/2015 | \$ 19.32 | \$ 41,531.56 | | |
| | 1/1/2016 | \$ 19.32 | \$ 41,531.56 | | |
| | 2/1/2016 | \$ 19.32 | \$ 41,531.56 | | |
| | 3/1/2016 | \$ 19.32 | \$ 41,531.56 | \$ 498,378.72 | \$ 373,784.04 |
| | Total Option Period | | | \$ 498,378.72 | \$ 498,378.72 |
| Total Contract Not To Exceed | | | | | \$ 996,757.44 |

Initials: D/P
Date: 4/8/17

CERTIFICATE OF LIABILITY INSURANCE

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

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

| | | |
|--|---|-----------------------------|
| PRODUCER People's United Ins. Agency CT One Goodwin Square Hartford, CT 06103 860 524-7600 | CONTACT NAME: Karen Disipio PHONE (A/C, No, Ext): 860 524-7600 E-MAIL ADDRESS: KDisipio@rcknox.com | FAX (A/C, No): 860 722-7728 |
| | INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America INSURER B: Hanover Insurance Co INSURER C: INSURER D: INSURER E: INSURER F: | |
| INSURED 75 New Hampshire LLC c/o Two International Group, LLC 1 New Hampshire Avenue #101 Portsmouth, NH 03801 | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | ZBE873227701 | 06/10/2013 | 06/10/2014 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | ZBE873227701 | 06/10/2013 | 06/10/2014 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 | | UHE873227901 | 06/10/2013 | 06/10/2014 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | |

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

RE: Premises leased at 50 International Drive, Portsmouth, NH.
 State of New Hampshire Department Administrative Services, ATIMA is additional insured where required by contract per the terms, conditions and exclusions of the general liability policy.

| | |
|--|--|
| CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services Attn: Leon Smith, Administrator 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 <i>Peoples United Insurance Agency</i> |

ACORD EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/09/2014

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

| | | | | | |
|---|--|--|---|--|----------------------------------|
| PRODUCER NAME, CONTACT PERSON AND ADDRESS People's United Ins. Agency CT One Goodwin Square Hartford, CT 06103 | | PHONE (A/C, No, Ext): 860 524-7660 | COMPANY NAME AND ADDRESS Liberty Mutual Insurance Group 75 Remittance Dr., Suite 1837 Chicago, IL 60675-1837 | | NAIC NO: |
| FAX (A/C, No): 860-722-7728 | | E-MAIL ADDRESS: kdisipio@rcknox.com | | IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH | |
| CODE: | | SUB CODE: | | POLICY TYPE: | |
| AGENCY CUSTOMER ID #: 58038 | | NAMED INSURED AND ADDRESS 75 New Hampshire LLC c/o Two International Group, LLC 1 New Hampshire Avenue #101 Portsmouth, NH 03801 | | LOAN NUMBER | POLICY NUMBER YU2L9L438051013 |
| ADDITIONAL NAMED INSURED(S) | | EFFECTIVE DATE 06/10/2013 | EXPIRATION DATE 06/10/2014 | CONTINUED UNTIL TERMINATED IF CHECKED | |
| THIS REPLACES PRIOR EVIDENCE DATED: | | | | | |

PROPERTY INFORMATION (Use REMARKS on Page 2, if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
50 International Drive
Portsmouth, NH 03801

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 EVIDENCE OF PROPERTY INSURANCE 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.

| COVERAGE INFORMATION | PERILS INSURED | BASIC | BROAD | <input checked="" type="checkbox"/> SPECIAL | |
|--|--|-------------------------------------|-------|---|---|
| COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 104,770,145 Blanket: Bldg & BPP DED: 10,000 | | | | | |
| <input checked="" type="checkbox"/> BUSINESS INCOME | <input checked="" type="checkbox"/> RENTAL VALUE | <input checked="" type="checkbox"/> | | | IF YES, LIMIT: \$7,254,936 Actual Loss Sustained; # of months: 12 |
| BLANKET COVERAGE Bldg & BPP | | <input checked="" type="checkbox"/> | | | IF YES, Indicate value(s) reported on property identified above: \$ 104,770,145 |
| TERRORISM COVERAGE | | <input checked="" type="checkbox"/> | | | Attach Disclosure Notice / DEC |
| IS THERE A TERRORISM SPECIFIC EXCLUSION? | | | | | |
| IS DOMESTIC TERRORISM EXCLUDED? | | | | | |
| LIMITED FUNGUS COVERAGE | | | | | IF YES, LIMIT: DED: |
| FUNGUS EXCLUSION (IF "YES", specify organization's form used) | | | | | |
| REPLACEMENT COST | | <input checked="" type="checkbox"/> | | | |
| AGREED VALUE | | <input checked="" type="checkbox"/> | | | |
| COINSURANCE | | | | | If Yes, % |
| EQUIPMENT BREAKDOWN (If Applicable) | | <input checked="" type="checkbox"/> | | | IF YES, LIMIT: Incl DED: 10,000 |
| ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg. | | | | | |
| - Demolition Costs | | | | | IF YES, LIMIT: DED: |
| - Incr. Cost of Construction | | | | | IF YES, LIMIT: DED: |
| EARTH MOVEMENT (If Applicable) | | <input checked="" type="checkbox"/> | | | IF YES, LIMIT: 10000000 DED: 50,000 |
| FLOOD (If Applicable) | | <input checked="" type="checkbox"/> | | | IF YES, LIMIT: 10000000 DED: 50,000 |
| WIND/HAIL (If Subject to Different Provisions) | | <input checked="" type="checkbox"/> | | | IF YES, LIMIT: Incl DED: 5%/\$250,00 |
| PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS | | | | | |

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.

ADDITIONAL INTEREST

| | | |
|---|------------------|---|
| MORTGAGEE LENDERS LOSS PAYABLE | CONTRACT OF SALE | LENDER SERVICING AGENT NAME AND ADDRESS |
| NAME AND ADDRESS State of New Hampshire, Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Attention: Leon Smith, Administrator | | AUTHORIZED REPRESENTATIVE <i>Peoples United Insurance Agency</i> |

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 75 New Hampshire, LLC is a New Hampshire limited liability company formed on June 27, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April, A.D. 2014

William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

Dated: APRIL 28 2014

The undersigned, being the Managing Members of LEVERE PROPERTIES, LLC Co-Managers of 75 New Hampshire, LLC hereby certifies that the following Resolution has been duly adopted:

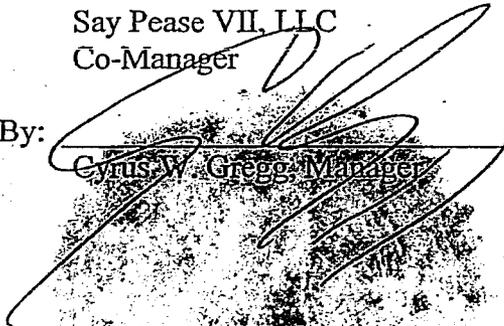
RESOLVED: That on or before April 8, 2014, Daniel L. Plummer as Manager of Levere Properties, LLC, is authorized to execute an amendment to the lease with the State of New Hampshire, Department of Health and Human Services, on behalf of 75 New Hampshire, LLC as Lessor, with respect to leased premises at 50 International Drive, Portsmouth, New Hampshire.

75 New Hampshire, LLC
A New Hampshire Limited Liability Company

Levere Properties, LLC
Co-Manager

By: 
Daniel L. Plummer, Manager

Say Pease VII, LLC
Co-Manager

By: 
Cyrus W. Gregg, Manager

Search Results

Current Search Terms: 75 New* hampshire* LLC*

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

Glossary

- [Search Results](#)
- [Entity](#)
- [Exclusion](#)
- [Search Filters](#)
- [By Record Status](#)
- [By Functional Area - Entity Management](#)
- [By Functional Area - Performance Information](#)

SAM | System for Award Management 1.0

IBM v1.1676.20140418-1421

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







STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

COPY

3/20/2015 #23

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 6, 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 75 New Hampshire, LLC, c/o James J. Horne, CP Management, Inc., 11 Court Street, Exeter, New Hampshire 03833 (Vendor #167378) for continued occupation by the Seacoast District Office by increasing the price limitation in the amount of \$498,378.72 to \$1,962,301.68 from \$1,463,922.96 and by extending the term for up to twelve months from March 31, 2013 to March 31, 2014, effective April 1, 2013 or upon Governor and Council approval, whichever is later, through March 31, 2014. Governor and Council approved the original lease on December 9, 2009, item #79. 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.

HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: COMMISSIONER, OFFICE OF ADMINISTRATION, MANAGEMENT SUPPORT

Table with 7 columns: Fiscal Year, Class/Object, Class Title, Current Modified Budget, Increase (Decrease) Amount, Revised Modified Budget. Rows include SFY 2010, SFY 2011, SFY 2012, SFY 2013, SFY 2014, and Total.

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 Seacoast District Office located at 50 International Drive since 2010 currently house ninety-five (95) 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 twelve months to provide these changes.

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the Department 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 Seacoast 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 twelve months to finalize the process and obtain authorization of any subsequent lease contract.

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 Portsmouth Herald on September 16 and 26, 2008. The Department submitted the advertisement to the Department of Administrative Services for inclusion on the WEB for broadened exposure. The Department also placed the Request For Proposal on its WEB page. The space search produced only one viable proposal from 75 New Hampshire, LLC. Therefore, the Department pursued a new lease with 75 New Hampshire LLC.

The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance. The current lease rate is \$19.32 per square foot gross; the lease amendment provides the same square foot rate for the amendment term. The square footage remains the same at 25,796.

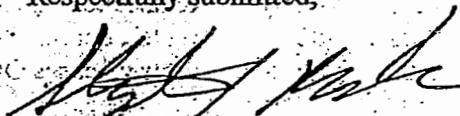
Approval of this lease amendment agreement will allow the Department to provide services to the public in a secure environment while pursuing the Request For Proposal.

The area served by the Seacoast District Office is the majority of Rockingham County.

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

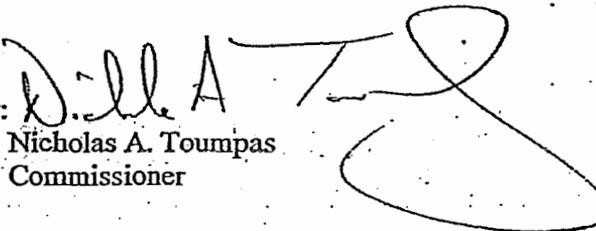
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord: 75 New Hampshire, LLC
c/o James J. Horne, CPManagement, Inc.
11 Court Street
Exeter, New Hampshire 03833

Location: 50 International Drive
Portsmouth, New Hampshire 03801

Monthly Rent: Year 1 \$41,531.56

Square Footage: 25,796

Square Foot Rate: Year 1 \$19.32

Janitorial: Included in rent

Utilities: Included in rent

Term: Commencing April 1, 2013
through March 31, 2014

Total Rent: \$498,378.72

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, JANUARY 28 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 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc. (hereinafter referred to as the "Landlord") with a place of business at 11 Court Street, Exeter, New Hampshire 03833.

Whereas, pursuant to a three-year Lease agreement (hereinafter called the "Agreement"), for 25,796 square feet of space located at 50 International Drive, Portsmouth, New Hampshire which was first entered into on November 12, 2009, which was approved by the Governor and Executive Council on December 9, 2009, item #79 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

The Tenant will need up to twelve (12) months to respond to Regionalization and 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, March 31, 2013 is hereby amended to terminate up to twelve (12) months thereafter, March 31, 2014. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

3.3 Extension of Term: This section is deleted in its entirety.

4.1 Rent: The current annual rent of \$498,378.72, which is approximately \$19.32 per square foot, will remain the same for the term, which shall be prorated to a monthly rent of \$41,531.56, which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable April 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 \$498,378.72.

Initials: DSJ

Date: 1/28/13

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: RP

Date: 1/28

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

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

Date: 2/11/13

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

LANDLORD:

Date: 1/28/2013

By [Signature]
Daniel L. Plummer, Co-Manager

Acknowledgement: State of NEW HAMPSHIRE, County of ROCKINGHAM
On (date) 1/28/2013, before the undersigned officer, personally appeared
DANIEL L. PLUMMER, 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: 6-8-2016 Seal:

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

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

By: [Signature], Assistant Attorney General, on 19 Feb. 2013
WANDA P. HERRICK

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on MAR 20 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>Square Foot Rate</u> | <u>Monthly Payment</u> | <u>Yearly Total</u> | <u>Fiscal Year Total</u> |
|--------------------------|-------------------|-------------------------|------------------------|---------------------|--------------------------|
| 2013 | 4/1/2013 | \$ 19.32 | \$ 41,531.56 | | |
| | 5/1/2013 | \$ 19.32 | \$ 41,531.56 | | |
| | 6/1/2013 | \$ 19.32 | \$ 41,531.56 | | \$ 124,594.68 |
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| | 2/1/2014 | \$ 19.32 | \$ 41,531.56 | | |
| | 3/1/2014 | \$ 19.32 | \$ 41,531.56 | \$ 498,378.72 | \$ 373,784.04 |
| | Total Rent | | | \$ 498,378.72 | \$ 498,378.72 |

Initials: RLP
Date: 1/28

Client#: 38

WVAIN

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2013

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 People's United Ins. Agency CT One Goodwin Square Hartford, CT 06103 860 524-7600 | | CONTACT NAME: Karen Djsipio PHONE (A/C, No/Ext): 860 524-7600 FAX (A/C, No): 860 722-7728 E-MAIL ADDRESS: KDjsipio@RCKnox.com | |
| INSURED 75 New Hampshire LLC Two International Group, LLC 1 New Hampshire Avenue #101 Portsmouth, NH 03801 | | INSURER(S) AFFORDING COVERAGE INSURER A: Citizens INSURER B: Hanover Insurance Co INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 31534 22292 |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR TYVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | ZBE873227701 | 06/10/2012 | 06/10/2013 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | ZBE873227701 | 06/10/2012 | 06/10/2013 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 | | UHE873227901 | 06/10/2012 | 06/10/2013 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ |

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

RE: Premises leased at 50 International Drive, Portsmouth, NH.
 State of New Hampshire Department Administrative Services, ATIMA is additional insured where required by contract per the terms, conditions and exclusions of the general liability policy.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
 Department Administrative Services
 Attn: Leon Smith, Administrator
 129 Pleasant Street
 Concord, NH 03301

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

People's United Insurance Agency

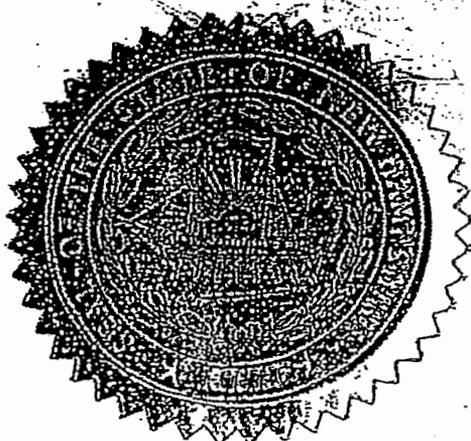
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 75 New Hampshire, LLC is a New Hampshire limited liability company formed on June 27, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.

75 New Hampshire, LLC
New Hampshire limited liability company

Secretary of State



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of January, A.D. 2013

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

William M. Gardner
Secretary of State

75 NEW HAMPSHIRE, LLC

CERTIFICATE OF RESOLUTION

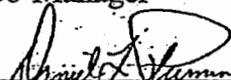
Dated: 1/28/13

The undersigned, being the Managing Members of 75 New Hampshire, LLC, hereby certify that the following Resolution was adopted by the Company on January 23, 2013.

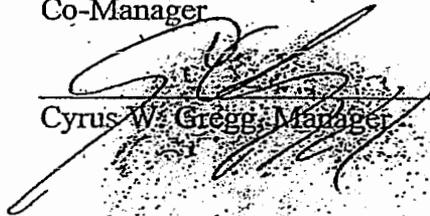
RESOLVED: To authorize the Company to enter into an "Amendment" to the Lease with the New Hampshire Department of Health and Human Services of even date, and to authorize Daniel Plummer as Co-Manager to execute the Amendment on behalf of the Company.

75 New Hampshire, LLC
A New Hampshire limited liability company

Levere Properties, LLC
Co-Manager

By: 
Daniel L. Plummer, Manager

Say Pease VII, LLC
Co-Manager

By: 
Cyrus W. Gregg, Manager



USER NAME: PASSWORD:
[Forgot Username?](#) [Forgot Password?](#)

[HOME](#) [SEARCH RECORDS](#) [DATA ACCESS](#) [GENERAL INFO](#) [HFIP](#)

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: 75 New* hampshire* LLC*

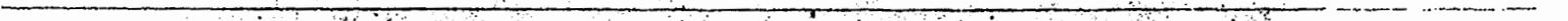
Result page 0 of 0
Order by:
Sort by:

FILTER RESULTS No records found for current search.

3/5/13



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

12/9/09
#79

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

November 10, 2009

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a new lease with 75 New Hampshire, LLC, c/o James J. Horne, CPManagement, Inc, 11 Court Street, Exeter, New Hampshire 03833 (Vendor #167378) in the amount of \$1,463,922.96 commencing effective December 10, 2009 and to end three years, three months and 22 days on March 31, 2013. Occupancy of the premises and commencement of rental payments shall be three months and 22 days thereafter, April 1, 2010, following completion of all specified renovations. Funds are available in the following account for SFY 2010 and SFY 2011 and are anticipated to be available in SFY 2012 through SFY 2013 upon the availability and continued appropriation of funds in the future operating budgets.

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

| Fiscal Year | Class/Object | Class Title | Job Number | Total |
|-------------|--------------|--------------------------------|------------|---------------------|
| SFY 2010 | 022-500248 | Rent & Leases Other than State | 95304006 | \$119,306.49 |
| SFY 2011 | 022-500248 | Rent & Leases Other than State | | \$479,999.04 |
| SFY 2012 | 022-500248 | Rent & Leases Other than State | | \$490,833.39 |
| SFY 2013 | 022-500248 | Rent & Leases Other than State | | <u>\$373,784.04</u> |
| Total | | | | \$1,463,922.96 |

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 currently house ninety-five (95) employees at the Portsmouth District Office. This new lease allows the inclusion of the Division for Juvenile Justice Services to be housed in this office.

As required by Administrative Rule Adm 610.06 "Public Notice" on September 16 and 26, 2008, a space search was conducted through newspaper advertisements in the New Hampshire Union Leader and Portsmouth Herald (see attached Advertising Schedule). The Department submitted the advertisement to the Department of

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
November 10, 2009
Page 2

Administrative Services for inclusion on the web page <http://www.state.nh.us/das/bpm/index.html> for broadened exposure. The Department also placed the Request For Proposal (RFP) on its RFP web page.

The space search produced the following responses: the existing Landlord, 30 Maplewood Avenue Trust, 1020 Southern Artery, Quincy, Massachusetts submitted an *as is* response only; a response from The Kane Company, Inc., 210 Commerce Way, Portsmouth, New Hampshire with a proposal for property located at 195 Commerce Way in Portsmouth, New Hampshire; and a proposal from 75 New Hampshire LLC, 1 New Hampshire Avenue, Portsmouth New Hampshire with property allocated at 50 International Drive at Pease International Tradeport, Portsmouth, New Hampshire. The current Landlord, 30 Maplewood Avenue Trust, only provided an *as is* proposal and did not address the needs of the Department. The Kane Company provided a proposal with first floor access, adequate space, and parking, however, the space was plagued by mold issues that were not addressed properly and remain an issue within the facility. 75 New Hampshire Avenue, LLC provided the only viable proposal with the best location to serve the Department's clients, with adequate parking and a facility that meets the accessible needs of clients and staff. The proposal also includes the exclusive use of the existing systems furniture and the provision of moving the Department from the existing District Office to the new location with no additional cost to the Department. Therefore, the Department pursued a new lease with 75 New Hampshire LLC. James Fredyma, Controller for the Department of Health and Human Services and David Clapp, Bureau Chief for the Department of Administrative Services, Bureau of Facilities and Assets Management, reviewed the proposals.

The lease rate is structured to be payable as a gross lease inclusive of heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance. The lease rate is \$18.50 per square foot gross the first year, the rate increases approximately 2% each year for years two and three and also each year of the two-year option. The square footage is 25,796. The new space provides for the consolidation of all staff, inclusive of the Juvenile Probation and Parole Officers formerly housed at the recently terminated Portsmouth Itinerant Office. The use of systems furniture in lieu of drywall-partitioned workstations provides a more efficient and functional office facility. The proposal includes the partial renovation of the existing structure with the Department occupying the entire facility.

The current Portsmouth District Office facility located at 30 Maplewood Avenue in Portsmouth provides inefficient use of the existing space with limited security. The neighborhood is plagued by a shortage of adequate parking for clients and staff, inclusive of on-street parking. The new location is serviced by public transportation, will provide ample parking and a more business-like neighborhood best suited for clients and staff of the Department. The consolidation of the Juvenile Probation and Parole Officers to this location eliminates the need for the 4,000 square foot itinerant office for a savings of \$55,359.96 in annual rent.

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

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
November 10, 2009
Page 3

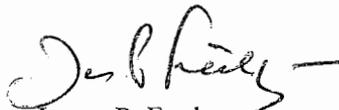
Approval of this new lease agreement will allow the Department to move to a new location, better suited for the delivery of the Department's services and in an accessible, secure and confidential environment.

The area served by the Portsmouth District Office is the majority of Rockingham County.

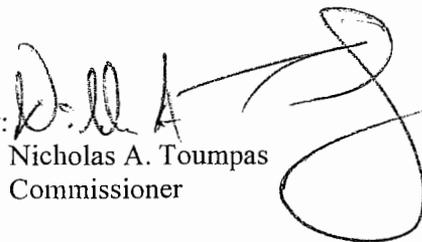
Funding for this request is General Funds 60%, Federal Funds 40% by cost allocation across benefiting programs.

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.

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

1. Parties to the Lease:

This indenture of Lease is made this 12th day of November, 2009, by the following parties:

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

Name: 75 Hampshire, LLC, c/o James J. Horne, CPManagement, Inc.

(if corporation, give full corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 11 Court Street

Street Address (if corporation, give principal place of business)

| | | | |
|--------|-------|-------|------------------|
| Exeter | NH | 03833 | (603) 778-6300 |
| City | State | Zip | Telephone number |

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

Department Name: Department of Health and Human Services

Address: 129 Pleasant Street

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

| | | | |
|---------|-------|-------|------------------|
| Concord | NH | 03301 | (603) 271-4213 |
| City | State | Zip | Telephone number |

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 50 International Drive

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

| | | |
|------------|-------|-------|
| Portsmouth | NH | 03801 |
| City | State | Zip |

The demise of the premises consists of approximately 25,796 square feet

(give square footage of the leased space, and attach a floor plan as "Exhibit A")

Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. A floor plan depicting the premises and delineating the extent of the leased space, is attached as Exhibit A hereto, and made a part hereof.

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

3.1 Term: TO HAVE AND TO HOLD for a term (hereinafter called the "Term") of 3 yrs/3 mo/22 days year(s), commencing on the 10th day of December, in the year 2009, and ending on the 31st day of March, in the year 2013, unless sooner terminated in accordance with the Provisions hereof.

3.2 ~~Delay in Occupancy: If for any reason including, but not limited to, Landlord's failure to complete preparation of the premises for occupancy by the Tenant, the Landlord shall be unable to deliver possession of the premises on the date of commencement of this lease, the date for commencement of the Term and the time for performance of all conditions and covenants of Tenant hereunder shall at the Tenant's option, be postponed until possession of the Premises is given, or until such reasonable time as the Landlord shall complete all necessary preparations.~~

[Handwritten initials]
DSC

[Handwritten initials]
DSC

See Exhibit E for text replacing Section 3.2.1 "Delay in Occupancy"

3.2.1 Delay in Occupancy, Commencement Date Extensions: ~~SELECTED~~

~~(optional clause, replaces 3.2 above, applicable only if the selection box is marked)~~

~~If for any reason whatsoever, the Landlord shall be unable to give possession of the Premises to the Tenant on the date set for commencement of the Term hereunder, the date for commencement of the Term and for The performance of all obligations of the parties hereunder shall be extended for a predetermined number of days, herein agreed to as _____ days, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. If the premises are not available for full occupancy by the Tenant after the number of days has passed, this Lease shall terminate and shall be null and void without recourse to the parties hereto.~~

RHP
DSC

3.3 Extension of Term: ~~The Tenant shall have the option to extend the Term for (insert text) one Additional term(s) of two year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof. See Exhibit E for text replacing Section 3.3 "Extension of Term"~~

RHP
DSC

3.4 Conditions on the Commencement and Extension of Term:

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

RHP
DSC

~~See Exhibit E for text replacing Section 3.4 "Conditions on the Commencement and Extension of Term"~~

4. Rent, Additional Rent:

4.1 Rent: During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") of \$ See Exhibit B payable in advance at the Landlord's address set forth in section 1 above, in equal monthly installments of \$ See Exhibit B The first such installment to be due and payable on the following date: ~~(insert month, date and year)~~ April 1, 2010. If the Rent varies during the Term, or any extended Term, or requires further definition for any other reason, it shall be as set forth in a "Schedule of Annual Rent", made part of and attached herein as "Exhibit B".

4.2 Additional Rent: ~~(optional escalation, applicable only if the selection box is marked)~~ **SELECTED**

~~The Tenant hereby agrees that during the Term hereof or any extended Term, the Tenant shall pay the Landlord an additional rent hereunder, which shall be the sum of the following:~~

RHP
DSC

4.2.1 Tenant's Share of Increased Operating Expenses: ~~The Tenant agrees that a pre-established percentage of any increase in the Landlord's operating expenses over the cost of such expenses at the commencements of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: (insert definition in the space provided, or define in "Exhibit B" herein)~~

RHP
DSC

4.2.2 Tenant's Share of Increased Taxes: ~~The Tenant shall pay the Prorated Share of any increase in real estate taxes levied against the building of which the Premises are a part, this increase shall be based upon taxes exceeding those incurred or levied during the tax year ending on the following date of~~

RHP
DSC

4.2.3 Determination of Prorated Share: ~~Tenant's Prorated Share, used to determine the Tenant's share of additional operating expenses and increased taxes under section 4.2.1 and 4.2.2, represents the ratio of The total square footage of the Premises against the total square footage of the building of which the Premises are a part.~~

RHP
DSC

RHP
DSC

~~4.2.4 Procedure for requesting Additional Rent: The Landlord shall give the Tenant written notice at least 30 working days in advance of any increase in rent, including within such notice all relevant documents as evidence of the validity of the request. After the Tenant receives the Landlord's notification of increased expenses or taxes, the Tenant shall make payment on the increases in equal installments corresponding to the payments of the Rent hereunder. Payment of increases shall begin with the next installment of Rent which is due at least thirty (30) days after the receipt of notice. Notwithstanding the foregoing, nothing contained herein shall obligate the Tenant to pay any increases in taxes due to improvements made by the Landlord (except for improvements made to, or benefiting the Premises) or any increase in operating expenses due to increased use. Any annual increase hereunder shall be prorated should the Lease terminate before the end of the calendar year.~~

MBP
DSC

~~4.2.5 Rebate or Refund of Rent to the Tenant: If the Landlord receives any rebate, credit or refund of the said taxes or operating expenses, the Landlord shall refund to the Tenant the prorated share of any such rebate, credit, or refund. If said rebate should result in a permanent reduction to the afore mentioned operating costs or taxes, the Rent hereunder shall be reduced in a corresponding manner.~~

MBP
DSC

See Exhibit B "Schedule of Annual Rent" for text replacing Section 4.2 "Additional Rent"

5. Conditional Obligation of the State:

Notwithstanding the provisions of Section 4 or anything contained in this lease to the contrary, it is hereby expressly understood and agreed by the Landlord that the existence and continuance of this Lease and the obligations of the Tenant hereunder are contingent upon the availability of State funds appropriated by the General Court of New Hampshire (and if applicable, the availability of Federal funds) that are made available for this purpose, and that neither the State nor the Tenant shall be liable for payments under this Lease except from such funds. In the event that any portion of such funds are terminated, the Tenant may, at its option, serve thirty (30) days written notice to the Landlord of its' intention to cancel the Lease in whole or in part. It is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this section and has served the required notice to the Landlord, the Tenant shall vacate all or part of the Premises within the thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

6. Utilities: (select one of the clauses below, indicating the selection with an "x")

The Landlord shall furnish, and the Tenant shall remit reimbursement for, all utilities except those listed Below:

OR: See Exhibit E for text modifying Section 6 "Utilities"

The Landlord shall at his own and sole expense furnish all utilities, except those listed below: Utilities and maintenance items not included in the statement selected above shall be defined as the following: (document the utilities not to be provided in the space below, or further define in Exhibit E)

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

The Landlord agrees to furnish heat and air-conditioning to the Premises. In accordance with industry standards (The American Industrial Hygiene Association or AIHA and The American Society of Heating, Refrigeration and Air-Conditioning Engineers, Inc. or ASHREA) the temperature of the Premises during the Tenant's business hours shall be maintained within the range of 68 to 75 degrees F, and humidity shall be within the range of 20 to 60 percent. Heating and air-conditioning shall also be provided to the common hallways, stairways, elevators and lavatories during the Tenant's business hours. Tenant agrees that provision of heat and air-conditioning is subject to reasonable interruptions due to the Landlord making repairs, alterations, maintenance or improvements to the system, or the infrequent occurrence of causes beyond the Landlord's control. All Heating and Ventilation Control systems and filters shall be cleaned and maintained by the Landlord in accordance with ASHREA and AIHA standards, and maintained at levels that provide consistent compliance with the State of New Hampshire's "Clean Air Standards" (RSA 10:B). If the premises are not equipped with an air handling systems that provides air-conditioning and humidity control, then the foregoing requirements for cooling and artificially controlled humidity do not apply.

MBP
DSC

7. **Use of Premises; Compliance with Laws and Regulations Affecting the Same:**

7.1 Use of Premises: The Tenant shall use the premises for the purpose of *(write in the intended use of the leased premise in the space provided)* office space for its employees engaged in the delivery of health and human services

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

8. **Maintenance and Repair:**

8.1 Maintenance by the Landlord: The Landlord shall at its own expense, maintain the exterior and interior of the Premises in good repair and condition, including all "common" building spaces such as parking areas, walkways, interior public lobbies, and restrooms, and including all hallways, passageways, stairways, and which provide access to the Premises. The Landlord shall keep all sidewalks, entrances, roadways, and parking areas free of refuse, snow and ice at all times, and maintain all lawns, grass areas and shrubs, hedges or trees in suitable condition and appearance. The Landlord agrees to make any and all repairs and perform all maintenance to the Premises, or any appurtenance thereto, which may become necessary during the Term or any extension or Term. These repairs and maintenance requirements shall be fulfilled whether they are ordered by a public authority, requested by the Tenant, or are dictated by reasonable and sound judgment, and include but are not limited to: The repair, and if necessary the replacement of, the roof, walls, floors, doors and entry ways, interior finishes, foundations, windows, sidewalks, ramps and stairs, heating, air-conditioning and ventilation systems, plumbing, sewer, and lighting systems, and all operating equipment provided by the Landlord. Maintenance is to include any and all pest control, which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if requested by the Tenant.

See Exhibit E herein for additional provisions to Section 8.1.

8.2 Janitorial Services: *(Select one of the options below by marking the appropriate box)*

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

Janitorial Services shall be the Tenant's responsibility.

8.3 Failure to Maintain, Tenant's Remedy: If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within fifteen (15) days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for any and all expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If Landlord fails to reimburse Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment, reimbursing the Landlord only after the cost of repair expenses have been recovered.

9. **Alterations, etc.:** The Tenant may, at its own expense, make any alterations, additions or improvements to the premises; provided that, where such work is of a structural nature, the Tenant obtains prior written permission from the Landlord to perform the work. Such approval shall not be unreasonably withheld.

9.1 Manner of Work: All alterations, additions or improvements, whether they are Tenant's or Landlord's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, and State statute's and local, building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (tenant or landlord) responsible for the performance of alterations. The said alterations shall not weaken or impair the structure of the Premises, substantially lessen its value, or change the purpose for which it is used. All alterations, additions or improvements shall be made in a good, careful, proper and workmanlike manner, and in accordance with the plans, specifications and schedules, which shall be attached herein as Exhibit D Part III. Alterations to existing buildings and facilities shall comply with the following:

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9.1.1 No alteration shall be undertaken which decreases, or has the effect of decreasing, accessibility or usability of a building or facility below the requirements for new construction at the time of the alteration.

9.1.2 If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with all applicable provisions from the "Americans with Disabilities Act", "Accessibility Guidelines", Section 4.1.1 to 4.1.3 "Minimum Requirements" (for new construction).

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

9.2 **Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. The said property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. The Tenant shall leave the Premises in good order and condition, and shall repair any and all damages caused by said removal of property.

10. **Improvements to the Premises:** **Selected** (*applicable only if the "improvements" are to be performed and paid for by the landlord*) The Tenant and Landlord have agreed that prior to the commencement of the Term, the Landlord will make certain additions, alterations, and improvements to the Premises, (hereinafter collectively referred to as "Improvements") for the purpose of preparing the same for the Tenant's occupancy. Such improvements shall be as described in detail within the specifications and plans for improvements set forth, or attached as, Exhibit D Part III hereto. In connection with these improvements the Landlord warrants, represents, covenants and agrees as follows:

10.1 **Plans, Standard of Work, etc.:** All improvements shall be made at the Landlord's expense and in compliance with the provisions of section 9.1 contained herein.

10.1.1 **Schedule for Completion:** All improvements shall be completed in accordance with the specifications, plans and schedules attached as Exhibit D hereto, and unless otherwise specified therein, shall be completed on or before the date set forth in 3.1 for the commencement of the Term.

See Exhibit E herein for additional provisions to Section 10.1.1.

10.2 **Landlord's Delay in Completion; Tenant's Options:**

10.2.1 **Extension of Time for Completion:** If for any reason other than the neglect or fault of the Landlord, the Landlord shall be unable to complete the improvements in accordance with the provisions set forth in Exhibit D, this lease shall at the option of either party, be extended for a period of (*insert number of days the contract shall be extended*) 0 days, to allow additional time for the Landlord to complete the improvements. The Landlord shall give the Tenant written notice of the delayed occupancy date at least (*insert number of days needed for effective notice*) N/A days in advance of the originally scheduled date. The Tenant may however, elect to occupy the Premises "as is", subject to terms and conditions set forth in 10.2.2.B.

10.2.2 **Failure to Complete, Tenant's Options:** If by reason of neglect or willful failure to perform on the part of the Landlord improvements to the Premises are not completed in accordance with Exhibit D, or any other provisions of the agreement herein, or the Premises are not completed within the agreed time frame, the Tenant may at its' option:

- A. **Termination of Lease:** Terminate the Lease, in which event all obligations of the parties hereunder shall cease; or
- B. **Occupancy of Premises "As is":** Occupy the Premises in its current condition, in which event the rent hereunder shall be decreased by the proportionate cost of the scheduled improvements, reflecting the Landlord's failure to complete the improvements. The decreased rent shall remain in effect until such time the landlord completes the scheduled improvements; or
- C. **Completion of Improvements by Tenant:** Complete the improvements at its' own expense, in which case the amount of money expended by the Tenant to complete the improvements shall be offset and withheld against the rent to be paid hereunder; or
- D. **Delay Occupancy:** In accordance with paragraph 3.2 herein.

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

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See Exhibit E herein for additional provisions and supplemental text replacing "11 Quiet Enjoyment".

12. **Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs shall be removed by the Tenant, at the Tenant's expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant.

13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or of showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.

14. **Assignment and Sublease:** This lease shall not be assigned by the Landlord or Tenant without the prior written consent of the other, nor shall the Tenant sublet the Premises or any portion thereof without Landlord's written consent, such consent is not to be unreasonably withheld or denied. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.

15. ~~Insurance: During the Term and any extension thereof, the Landlord shall at 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 two million (\$2,000,000) per incident. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. 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 as "Exhibit F".~~

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See Exhibit E for text replacing and modifying Section 15

15.1 **Waiver of Subrogation:** (optional clause, applicable only if selected) Selected

Any insurance carried by either party with respect to the Premises and property therein, or occurrences thereon, shall if the other party so requests and it can be so written without additional premium, (or with additional premium, provided the other party agrees to pay the premium) include a clause or endorsement denying the insurer rights of subrogation against the other party, to the extent the rights have been waived by the insured prior to occurrence of injury or loss. Notwithstanding any provision of this Lease to the contrary, each party hereby waives any rights of recovery against the other for injury or loss which are due to causes and hazards covered by insurance.

16. **Indemnification:** Landlord will save Tenant harmless and will indemnify Tenant from and against any and all losses suffered by the Tenant, and from and against any and all claims, liabilities or penalties asserted by, or on behalf of, any person, firm, corporation, or public authority:

16.1 **Acts or Omissions of Landlord:** On account of, or based upon, any injury to a person or loss or damage to property, sustained or occurring, or which is claimed to have been sustained or to have occurred on or about the Premises, on account of or based upon the act, omission, fault, negligence or misconduct of the Landlord, its agents, servants, contractors, or employees.

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- 16.2 Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.
- 16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts, omissions, fault, negligence or misconduct of the Tenant or its agents, servants, and employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.
- 17. Fire, Casualty and Eminent Domain:** Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other causality, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, causality or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, causality, or taking, until such time as the Landlord repairs the Premises, provided however, that the Tenant may elect to terminate this lease if:
- 17.1 Landlord's Failure to Provide:** The Landlord fails to provide written notice within thirty (30) days of the causal event of his intention to restore the Premises, or:
- 17.2 Landlord's Failure to Repair:** The Landlord fails to restore the Premises to a condition that is substantially suitable for their intended use within ninety (90) days of said fire, causality, or taking. The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.
- 18 Event of Default; Termination by the Landlord and the Tenant:**
- 18.1 Event of Default; Landlord's Termination:** In the event that:
- 18.1.1 Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for thirty (30) days after written notice thereof; or:
- 18.1.2 Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.
- 18.2 Landlord's Default: Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, may withhold a proportionate amount of the rent until such default is cured, or it may serve a written five (5) day notice of cancellation of this Lease upon the Landlord, and upon the expiration of such a five day period the Lease shall terminate. If any such default of the Landlord does not materially impair the habitability and use of the Premises by the Tenant, the Landlord shall cure such default within thirty (30) days of written notice or within a reasonable alternative amount of time agreed upon in writing by Tenant, failing which, Tenant may terminate this Lease upon ten (10) days written notice to Landlord.
- 18.3 Rights Hereunder:** The rights granted under this Section are in addition to, and not in substitution for, any rights or remedies granted herein to the parties, or any rights or remedies at law, or in equity.

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.
20. **Broker's Fees and Indemnification:** The Landlord agrees and warrants that the Tenant owes no commissions, fees or claims with any broker or finder with respect to the leasing of the Premises. All claims, fees or commissions with any broker or finder are the exclusive responsibility of the Landlord, who hereby agrees to exonerate and indemnify the Tenant against any such claims. .
21. **Notice:** Any notice sent by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered or certified mail, postage prepaid, in a United States Post Office, addressed to the parties at the addresses provided in Section 1 herein.
22. **Miscellaneous:**
- 22.1 **Extent of Instrument, Choice of Laws, Amendment, etc.:** This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original but which shall constitute one and the same instrument, is to be construed according to the laws of the State of New Hampshire. It is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto, and to their respective successors and assignees, and may be canceled, modified, or amended only by a written instrument executed and approved by the Landlord and the Tenant.
- 22.2 **No Waiver or Breach:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 22.3 **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 22.4 **Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 22.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 22.6 **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 22.7 **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 22.8 **Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.
- 22.10 **Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

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

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

Authorized by: (give full name and title) David S. Clapp
David S. Clapp, Bureau Chief, BFAM

LANDLORD: (give name of either the corporation or the individual) 75 New Hampshire, LLC

Authorized by: (give full name and title) Daniel L. Plummer
DANIEL L. PLUMMER, CO-MANAGER

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: NEW HAMPSHIRE COUNTY OF: ROCKINGHAM
UPON THIS DATE (insert full date) NOVEMBER 12, 2009, appeared before me (print full name of notary) J. RUSSELL DOYLE the undersigned officer personally appeared (insert Landlord's signature) Daniel L. Plummer who acknowledged him/herself to be (print officer's title, and the name of the corporation) Co-Manager 75 New Hampshire, LLC and that as such Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)
J. Russell Doyle
J. RUSSELL DOYLE
Notary Public - New Hampshire
My Commission Expires September 5, 2012

APPROVALS:
For recommendations regarding approval submitted by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability", see the letter attached hereto as "Exhibit G".

Approved by the Department of Justice as to form, substance and execution:
Approval date: 11/23/09
Approving Attorney: Suzan Lehmann (suzan lehmann)

Approved by the Governor and Executive Council:
Approval date: DEC 09 2009
Signature of the Deputy Secretary of State: [Signature]

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

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EXHIBIT A

1. The TOTAL Demise of Premises for the Tenant (Department of Health and Human Services) shall be 25,796 square feet of useable space. The allocation and layout of the space described herein is illustrated in the attached floor plan "Exhibit A-1, "Demised of Tenant Premises".
2. The Demise of the Premises shall include the Landlord's provision for 105 on-site parking spaces dedicated for the tenant's exclusive use, parking spaces are shown on the attached plan titled: "Exhibit A-2, Demise of Premises – Site and Parking Plan". The Landlord shall be responsible for keeping the dedicated spaces free from use by unauthorized parties. Use of the parking spaces shall be at no additional charge, included in the annual rent.

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EXHIBIT B

RENTAL SCHEDULE

The Premises are comprised of approximately 25,796 square feet of space (as set forth in "Section 2" and "Exhibit A" herein). These figures have been used to calculate the rental costs of the Premises set forth in the "Rental Schedule" below. The Tenant shall pay the monthly and annual costs set forth in the "Rental Schedule".

As provided by Section 3.2.1 herein after commencement of the Agreement herein the Term for the Tenant's occupancy and commencement of rental payments shall be delayed until April 1, 2010, thereby providing the Landlord time for construction and substantial completion of the renovations specified in Exhibit D herein.

The "Rent" set forth in the following includes but is not limited to the Landlord's provision (at no extra charge) of all heating fuel, electricity, janitorial services all Common Area Maintenance charges inclusive of, insurance, real estate taxes, and water and sewer services for the Premises.

The rent due for the Premises during the three-year Term shall be as follows:

| <u>Term</u> | <u>Dates</u> | <u>Approximate Cost Per Square Foot</u> | <u>Monthly Cost</u> | <u>Annual Cost</u> |
|------------------------|---------------------|---|---------------------|---------------------|
| Year 1 | 4/1/2010- 3/31/2011 | \$18.50 | \$39,768.83 | \$477,225.96 |
| Year 2 | 4/1/2011- 3/31/2012 | \$18.93 | \$40,693.19 | \$488,318.28 |
| Year 3 | 4/1/2012- 3/31/2013 | \$19.32 | \$41,531.56 | <u>\$498,378.72</u> |
| Total three-year term: | | | | \$1,463,922.96 |

Option Period

| | | | | |
|----------------------------|---------------------|---------|-------------|---------------------|
| Year 4 | 4/1/2013- 3/31/2014 | \$19.71 | \$42,369.93 | \$508,439.16 |
| Year 5 | 4/1/2014- 3/31/2015 | \$20.10 | \$43,208.30 | <u>\$518,599.60</u> |
| Total two-year option term | | | | \$1,026,938.76 |

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

| <i>State Fiscal Year</i> | <i>Month</i> | <i>Square Foot Rate</i> | <i>Monthly Payment</i> | <i>Yearly Total</i> | <i>Fiscal Year Total</i> |
|--------------------------|--------------|-----------------------------|----------------------------|---------------------|--------------------------|
| 2010 | 4/1/2010 | \$ 18.50 | \$ 39,768.83 | | |
| | 5/1/2010 | \$ 18.50 | \$ 39,768.83 | | |
| | 6/1/2010 | \$ 18.50 | \$ 39,768.83 | | \$ 119,306.49 |
| 2011 | 7/1/2010 | \$ 18.50 | \$ 39,768.83 | | |
| | 8/1/2010 | \$ 18.50 | \$ 39,768.83 | | |
| | 9/1/2010 | \$ 18.50 | \$ 39,768.83 | | |
| | 10/1/2010 | \$ 18.50 | \$ 39,768.83 | | |
| | 11/1/2010 | \$ 18.50 | \$ 39,768.83 | | |
| | 12/1/2010 | \$ 18.50 | \$ 39,768.83 | | |
| | 1/1/2011 | \$ 18.50 | \$ 39,768.83 | | |
| | 2/1/2011 | \$ 18.50 | \$ 39,768.83 | | |
| | 3/1/2011 | \$ 18.50 | \$ 39,768.83 | \$ 477,225.96 | |
| | 4/1/2011 | \$ 18.93 | \$ 40,693.19 | | |
| | 5/1/2011 | \$ 18.93 | \$ 40,693.19 | | |
| | 6/1/2011 | \$ 18.93 | \$ 40,693.19 | | \$ 479,999.04 |
| 2012 | 7/1/2011 | \$ 18.93 | \$ 40,693.19 | | |
| | 8/1/2011 | \$ 18.93 | \$ 40,693.19 | | |
| | 9/1/2011 | \$ 18.93 | \$ 40,693.19 | | |
| | 10/1/2011 | \$ 18.93 | \$ 40,693.19 | | |
| | 11/1/2011 | \$ 18.93 | \$ 40,693.19 | | |
| | 12/1/2011 | \$ 18.93 | \$ 40,693.19 | | |
| | 1/1/2012 | \$ 18.93 | \$ 40,693.19 | | |
| | 2/1/2012 | \$ 18.93 | \$ 40,693.19 | | |
| | 3/1/2012 | \$ 18.93 | \$ 40,693.19 | \$ 488,318.28 | |
| | 4/1/2012 | \$ 19.32 | \$ 41,531.56 | | |
| | 5/1/2012 | \$ 19.32 | \$ 41,531.56 | | |
| | 6/1/2012 | \$ 19.32 | \$ 41,531.56 | | \$ 490,833.39 |
| 2013 | 7/1/2012 | \$ 19.32 | \$ 41,531.56 | | |
| | 8/1/2012 | \$ 19.32 | \$ 41,531.56 | | |
| | 9/1/2012 | \$ 19.32 | \$ 41,531.56 | | |
| | 10/1/2012 | \$ 19.32 | \$ 41,531.56 | | |
| | 11/1/2012 | \$ 19.32 | \$ 41,531.56 | | |
| | 12/1/2012 | \$ 19.32 | \$ 41,531.56 | | |
| | 1/1/2013 | \$ 19.32 | \$ 41,531.56 | | |
| | 2/1/2013 | \$ 19.32 | \$ 41,531.56 | | |
| 3/1/2013 | \$ 19.32 | \$ 41,531.56 | \$ 498,378.72 | \$ 373,784.04 | |
| Total Rent | | | | \$ 1,463,922.96 | \$ 1,463,922.96 |

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EXHIBIT C

JANITORIAL SERVICES: *If janitorial services for the leased space are to be provided by the Landlord, (as stipulated in section 8.2 herein) define what those services will be, and how often they will be performed.*

Janitorial services to be provided by Landlord as described in Attachment I "Statement of Work for Janitorial Services" herein. All janitorial services shall be provided by the Landlord as described in "Attachment I" at no additional cost to the Tenant, said cost is included in the "rent" as set forth in Exhibit B herein.



**EXHIBIT C
ATTACHMENT I**

STATEMENT OF WORK FOR JANITORIAL SERVICES

- 1-01. **SCOPE:** These specifications provide for accomplishing custodial services in a professional and workmanlike manner, in strict and complete compliance with these specifications and subject to the terms and conditions of this contract.
- 1-02. **DESCRIPTION OF WORK:** The work to be accomplished under this specification consists of performing all custodial services as hereinafter specified in the attachments hereto.
- 1-03. **HOURS OF SERVICE:** All work is to be performed after regular business hours. Work shall commence nightly, Monday through Friday at 6:00 pm.
- 1-04. **DEFINITIONS OF SERVICES:**
- A. **Sweeping** - Includes brush or mop sweeping compound if required, or mechanical brush-vacuum sweeping, without damage or disfigurement of furniture, doors or base trim.
 - B. **Damp-Mopping** - Cleaning of floor surfaces using cotton or sponge yarn mops, appropriate stain removal agents, heated water and detergent, if required, using as small amount of water as possible.
 - C. **Buffing** - Includes buffing with tampico brush and periodic buffing with cylindrical floor machine using fine steel wool cylinder to remove traffic marks, heavy soil, etc.
 - D. **Floor Scrubbing** - Cleaning of floors by use of deck brush, cylindrical or disc type machine, or automatic machine scrubber and detergent solution using as small amount of water as possible, followed by plain water rinse and pick-up. This scrubbing will be followed by the application of one coat of wax or finish and buffing.
 - E. **Floor-Dry-Cleaning** - Cleaning to remove marks, imbedded dirt and debris by buffing with steel wool disc or drum on machine having vacuum soil pick-up.
 - F. **Floor Stripping** - Removal or stripping of all wax or floor finish down to the flooring material, using compound especially prepared for this purpose, with brush or steel wool agitation as required, followed by rinsing with plain water to remove all wax or finish, solution, dirt and film.
 - G. **Primary Floor Finishing** - Application of two coats of water-emulsion wax or floor finish with clean applicator over entire floor after stripping as above, with thorough buffing after each coat. Wax and floor finish may not be used one after the other unless floor stripping (see para F. above) is first accomplished.
 - G. **Touch-Up of Floor Surfaces** - Application of wax or finish in heavy traffic areas between primary floor finishing. This includes thorough damp-mop cleaning of entire area prior to application of wax or floor finish, and buffing entire area after application of wax or finish.
 - H. **High Dusting** - Removal of dust from walls, ceilings, and other structural components; equipment and fixtures above six-foot reach from floor, with hand dusters or vacuum cleaner.
 - I. **Resilient Floor Coverings** - Includes linoleum - plastic asphalt, rubber and cork.
 - J. **Vacuum Carpets (spot clean)** - Vacuum all carpeted common areas, heavy traffic areas and entranceways.

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L. Vacuum Carpets – Vacuum all carpeted surfaces, inclusive of all offices and workstations.

M. Carpet Shampooing and Cleaning – Two acceptable methods:

- a. Hot Water Extraction: A truck-mounted hot water, approximately 180° at the wand, (or steam) extraction system to be used. Prior to carpet shampooing, general vacuuming will be provided to remove all particulates. In heavily soiled areas, a pre-treatment of an aggressive alkaline-based solution will be used to assist to break the bond between ground-in particulate and contaminants from the carpet fiber. In extremely soiled areas, a pile lifter will also be required. Rinsing/extracting will be accomplished with a very mild acidic solution or Ph neutral water rinse cleaner, to remove soil and the detergent residue from past cleanings. A high production unit, consisting of a cleaning wand with a motorized power brush, will be used.

The process utilized to be according to recommendations by the carpet manufacturer and the Institute of Inspection Cleaning Restoration Certification (IICRC), a trade organization.

- b. Bonnet Cleaning: Thoroughly vacuum all carpeted areas to remove all surface particles prior to performance of cleaning. Mist/spray cleaning product onto carpet, utilize bonnet (rotary buffer with absorbent pads) carpet cleaner machine to remove soil particles and change cleaning pads once they become dirty.

1-05. SUPPLIES AND EQUIPMENT: The LANDLORD will furnish all supplies and equipment for accomplishment of all work. LANDLORD's equipment shall be of the size and type suitable for accomplishing the various phases of work described herein, shall operate from existing sources of electrical power and shall have low noise level of operations. Equipment considered to be improper or inadequate for the purpose shall be removed from the job and replaced with satisfactory equipment. All equipment shall be stored on site.

A. Major Items of Supplies:

- Detergent, General Purpose
- Soap, toilet (Floating White)
- Soap, toilet, powder - Plain and with Borax
- Sweeping Compound
- Polish - Metal
- Wax, Floor, Water Emulsion - or State approved substitute
- Liquid floor finish - an acrylic resin floor finish acceptable as an alternate to water.
- Waste Container Liners (plastic)
- Remover, Water Emulsion Type Floor Wax

B. Material and Supplies - The LANDLORD shall furnish all materials and supplies required.

C. Supplies Used - Unless otherwise specified, supplies shall be of the highest quality and most suitable type or grade for the respective work under contract. Any item with potentially flammable or otherwise harmful qualities shall not be used.

D. Personal Protection Equipment (PPE) - LANDLORD shall be responsible to provide, instruct and replace/upgrade as necessary, any and all PPE, as required or recommended by OSHA 1910.132 or other such regulation, for all of their employees.

1-06. STORAGE - The Tenant will not be responsible in any way for damage to the LANDLORD's stored supplies, materials or equipment kept throughout the buildings in janitor's closets; or the LANDLORD's employees' personal belongings brought into the building; occasioned by fire, theft, accident or otherwise.

A. Safeguarding by building standard lockset shall be provided, providing the storage area is used exclusively by the LANDLORD.

1-07. LANDLORD QUALIFICATIONS:

A. Employees: The LANDLORD shall employ only personnel skilled in janitorial work. Because of possible contact with classified equipment or papers, no person shall be employed whose loyalty to the United States is questionable. The LANDLORD assumes total responsibility of their employees, subcontractors, agents and invitees.

1-08. SUPERINTENDENCE BY LANDLORD: The LANDLORD shall at all times during hours specified for service, provide an on-site working janitorial supervisor who can efficiently and effectively communicate, in written and verbal forms, with both the Tenant and to their subordinate janitorial staff. Supervisor to provide adequate supervision of his employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 5:00 p.m.). Once a month the LANDLORD's agent will contact the Department's Manager of Administration to go over any problems and/or suggestions.

1-09. INSPECTION:

Daily inspection of all the LANDLORD's work will be made by the Department's Manager of Administration or his/her representative. The representative has authority to point out to the LANDLORD, incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract. In addition, the on-site facility contact shall maintain a "Jani Log" to note any deficiencies and/or special needs. LANDLORD is responsible to check this log daily, attend to requests and initial when complete.

1-10. DEFECTIVE WORK AND DAMAGES: The Department of Health and Human Services will require correction of defective/insufficient work or damages to any part of a building or its appurtenances when caused by LANDLORD's employees, equipment or supplies. The LANDLORD will place, in satisfactory condition, all defective/insufficient work and damages rendered thereby, or any other damages incurred. Upon failure of LANDLORD to proceed immediately with corrections, the Department of Health and Human Services may withhold any amount necessary to correct all defective/insufficient work or damages from payments due or to become due to the LANDLORD.

1-11. STANDARDS: The following standards shall be used in evaluation of custodial services:

A. Dusting - A properly dusted surface is free of all dirt and dust, dust streaks, lint and cobwebs.

B. Plumbing Fixtures and Dispenser Cleaning - Plumbing fixtures and dispensers are clean when free of all deposits and stains so that item is left without streaks, dust, film, odor or stains.

C. Sweeping - A properly swept floor is free of all dirt, dust, grit, lint and debris except imbedded dirt and grit.

D. Spot Cleaning - A surface adequately spot cleaned is free of all stains, deposits and is substantially free of cleaning marks.

E. Damp Mopping - A satisfactorily damp-mopped floor is without dirt, dust, marks, film, streaks, debris or standing water.

F. Metal Cleaning - All cleaned metal surfaces are without deposits or tarnish and with a uniformly bright appearance. Cleaner is removed from adjacent surfaces.

G. Glass Cleaning - Glass is clean when all accessible glass surfaces are without streaks, film, deposits, and stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.

H. Scrubbing - Scrubbing is satisfactorily performed when all surfaces are without imbedded dirt, cleaning solution, film, debris, stains and marks and standing water in all areas and floor has a uniformly clean appearance. A plain water rinse must follow the scrubbing process immediately.

I. Light-Fixture Cleaning - Light fixtures are clean when all components, including bulbs, tubes, lenses and diffusers are without insects, dirt, lint, film and streaks. All articles removed must be replaced immediately.

J. Wall Cleaning - After cleaning, the surfaces of all walls, ceilings, exposed pipes and equipment will have a uniformly clean appearance, free from dirt, stains, streaks, lint and cleaning marks, painted surfaces must not be unduly damaged. Hard finish wainscot or glazed ceramic tile surfaces must be bright, free of film, streaks and deposits.

K. Buffing of Floor Surfaces - All waxed and/or acrylic finished areas will be buffed sufficiently for maximum gloss, as to provide the removal of surface dirt and yield a uniform appearance.

1-12. SERVICES: The following services shall be performed to comply with the aforementioned specified standards:

A. Cleaning Rest Rooms - This work includes cleaning all plumbing fixtures; lavatories, toilet bowls, group wash fountains, dispensers, baby changing stations; spot cleaning wainscot, doors, stall partitions and all laminate counters as required; and filling all paper, soap and feminine napkin dispensers as needed. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used for water closets and urinals if required. All stains or spots shall be removed from ceramic tile, wainscot and staff partitions using a damp cloth, with detergent and chlorine bleach. Floors shall be dry swept and damp mopped. Shower walls shall be wiped dry and the floor cleaned.

B. Cleaning Sinks and Drinking Fountains - All items will be cleaned using detergent or scouring powder if required. Cabinets of water chillers shall be wiped clean with a damp cloth. Any spillage on floors or walls adjacent to fixture shall be wiped clean with a damp cloth.

C. Sweeping - All tile, wood or concrete floors, stairways, landings and stoops shall be swept, using an approved sweeping compound and dust and debris removed to receptacles provided for this purpose outside the building.

D. Damp Mopping Floors - Damp mop all resilient floors, quarry tile and concrete floors. All resilient floors shall be buffed. (Resilient floors may be dry cleaned provided satisfactory results are demonstrated by the LANDLORD). Damp mopped resilient floors shall be buffed with appropriate brushes.

E. Scrubbing - Scrub all resilient floors, ceramic tile and smooth concrete floors. Resilient floors that have been scrubbed shall be waxed and buffed as specified.

F. Prime Waxing - Primary wax resilient flooring wax shall be applied as recommended by the manufacturer of the product furnished. Primary waxing shall follow immediately the operation of wax removal or stripping and scrubbing.

G. Stripping and Wax Removal - Wax removal shall be accomplished on all resilient floors. All dirt, stain, old wax and debris shall be completely removed down to the original flooring material. When floors are completely clean and dry, apply two coats of wax and buff each coat.

H. Buffing - Touch up wax and/or finish and buff after damp mopping all resilient flooring in entrances, lobbies and corridors.

I. Glass Cleaning - Clean all mirrors, glass cases, windows and glass at building entrances, using plain water or cleaning solution prepared for this purpose. Adjacent rim shall be wiped clean with a damp cloth. Scouring powder or ammonia shall not be used. Doors and windows shall be washed on both sides.

J. Cleaning Interior Walls and Ceilings - When not otherwise washed, clean all interior painted walls, partitions and ceiling surfaces and window trim, except acoustical material. Beginning at the highest point, dust shall be first removed from all surfaces, exposed overhead pipes and equipment with untreated dusters or by vacuuming. Cobwebs shall be removed with an upward stroke to avoid streaking.

K. Cleaning Wainscot and Laminate Counter Tops - Clean all tile or impervious finish wainscot, laminate counter tops, toilet stall partitions and doors. Cleaning shall be accomplished with detergent solution and sponge followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on painted or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

L. Cleaning Doors and Trim: Clean doors and adjacent trim not otherwise cleaned.

M. Dusting Horizontal Surfaces Other Than Furniture, Fixtures and Equipment - Dust with treated dust cloth or vacuum all horizontal surfaces of windows, radiators, baseboards and other horizontal surfaces in reach from the floor.

N. Empty Waste Receptacles - Empty all waste receptacles, inclusive of all exterior cigarette receptacles, and remove trash and paper from building and deposit in collection facilities provided for this purpose by Landlord.

O. Washing Waste Receptacles - Wash specified waste receptacles to keep in sanitary condition. Washing shall be accomplished with brush and detergent solution. Use of steam or cleaning agents harmful to paint or receptacle material will not be permitted. Receptacles will be left free of deposits, stains, dirt streaks and odor.

P. Clean Light Fixtures - Dust all accessible components of incandescent and fluorescent light fixtures including bulbs, tubes, lenses and diffusers with a cloth or yarn duster. Clean fixtures with a damp cloth at frequencies indicated.

Q. Mat Cleaning - Clean all dirt, removing mats at entrance and remove all dirt and dust deposits underneath.

R. Metal Cleaning and Polishing - All door and rest room hardware shall be polished using approved polishing compound.

S. Dust and Wash Vertical/Horizontal - Vertical/Horizontal blinds shall be dusted with soft cloths, dusters, brushes manufactured for this purpose, or vacuumed. Blinds to be washed shall be removed from the windows and thoroughly washed, rinsed and dried before reinstalling at proper windows.

T. Burned-Out Lights - Incandescent and fluorescent lamps will be furnished and replaced by the LANDLORD.

U. Turning off Lights - Janitorial staff shall be responsible to turn off interior lights post the conclusion of their nightly operations.



- 1-13. CLEAN UP: All supplies, equipment and machines shall be kept free of traffic lanes or other areas where they might be hazardous and shall be secured at the end of each work period in areas provided for this purpose. Cloths, mops, or brushes, containing residue of wax or other combustible material subject to spontaneous ignition, shall not be disposed of or stored within the building or dumped in the on site disposal facility. LANDLORD shall be responsible to legally dispose of any and all hazardous or flammable materials as required by law. All dirt and debris resulting from work under this contract shall be disposed of each day at the completion of work. Only biodegradable cleaning solutions shall be disposed of in plumbing fixtures provided for this purpose.
- 1-14. LOST, FOUND OR MISSING ARTICLES: The LANDLORD will be responsible in the event of theft of State property or personal property by his employees. All unclaimed articles found in or about the work areas by the LANDLORD will be turned in immediately to the Department's Manager of Administration.
- 1-15. SNOW AND ICE REMOVAL: It shall be the responsibility of the Landlord to make certain that all sidewalks, entrances, roadways and parking areas are kept free of refuse, snow and ice at all times.
- 1-16. SUPPLIES: The LANDLORD will furnish supplies to fill all dispensers in the rest rooms and lounge. This is to include toilet paper, paper towels, sanitary toilet seat covers, baby changing station bed liners, anti-bacterial soap (specifically, Citrus Magic) and sanitary napkins.
- 1-17. PEST CONTROL: The LANDLORD is to include any and all pest control, which may be necessary within the facility.

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**SECTION II
FREQUENCIES OF SERVICE**

| <i>SERVICE</i> | <i>DAILY</i> | <i>WEEKLY</i> | <i>MONTHLY</i> | <i>QUARTERLY</i> | <i>SEMIANNUALLY</i> | <i>ANNUALLY</i> |
|--|--------------|---------------|----------------|------------------|---------------------|-----------------|
| Floors (Resilient) | | | | | | |
| Sweep/Dust Mop | X | | | | | |
| Damp Mop | X | | | | | |
| Damp Mop Entrances | X | | | | | |
| Buff | | X | | | | |
| Strip and re wax main corridors and public areas | | | | X | | |
| Scrub and apply one coat of wax | | | X | | | |
| Walls | | | | | | |
| Clean | | | | | | X |
| Spot clean (as required) | | | | | | |
| Dust (include piping ducts, etc.) | | | | X | | |
| Woodwork and Doors | | | | | | |
| Clean | | | | | | X |
| Spot clean walls, doors, trim, folding doors, etc. as required | | | | | | |
| Dust | | X | | | | |
| Light Fixtures | | | | | | |
| Dust | | | X | | | |
| Damp Wipe | | | | X | | |
| Burned-out lights to be replaced as necessary | | | | | | |
| Drinking Fountains | | | | | | |
| Clean | X | | | | | |
| Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc. | | X | | | | |
| Waste Receptacles | | | | | | |
| Empty Waste Receptacles | X | | | | | |
| Wash Waste Receptacles | | | X | | | |
| Mat Cleaning | X | | | | | |
| Exterior Doors | | | | | | |
| Glass Cleaning, Other | | X | | | | |
| Metal Cleaning and Polishing (as required) | | | | | | |
| High Dusting | | | | X | | |
| Toilets | | | | | | |
| Clean Water Closets | X | | | | | |
| Clean Urinals | X | | | | | |
| Clean Wash Basins | X | | | | | |
| Dispensers, fill and clean | X | | | | | |
| Mirrors | X | | | | | |
| Mop floors with disinfectant | X | | | | | |
| Vacuum Carpets (spot clean) | X | | | | | |
| Vacuum Carpets | | X | | | | |
| Window Cleaning - Interior and Exterior | | | | | X | |
| Removal and replacement of window screens as necessary | | | | | | |
| Skylight Cleaning (where applicable) | | | | X | | |
| Window Covering | | | | | | |
| Clean and Re-hang | | | | | X | |
| Carpet Cleaning | | | | X | | |
| *Hot Water Extraction Method | | | | | | X |
| Bonnet Cleaning Method | | | | X | | |

* Hot Water Extraction at 12 months replaces quarterly Bonnet Cleaning

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EXHIBIT D

Provisions for "barrier - free" access, renovations, "clean air compliance", and recycling.

Part I

"Barrier-Free" access is to be provided by making certain alterations (if any), which are to include all recommendations for change requested by the "Architectural Barrier-Free Design Committee" in "Exhibit G" herein. Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access. Define who (Landlord or Tenant) shall be responsible for the cost, and the time frame allowed for completion.

1. All renovations, new construction and alternations shall be provided as described in the documents and drawings herein, and as set forth in Section "2.2 Permits and Testing" which requires compliance with all applicable building codes, including but not limited to the Code for Barrier-Free Design for the State of New Hampshire (IBC 2006, ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations) and the Americans with Disabilities Act Standards for Accessible Design Code (ADAAG citations). The Landlord's construction drawings and specifications – which shall be based upon the drawings and documents herein - shall be submitted to the local authority having jurisdiction (i.e. the building inspector) and the State of NH Architectural Barrier-Free Design Committee for review and approval prior to commencement of work. Said drawings and specifications shall be amended thereafter as needed to include provision and conformance with any corrective comments or stipulations from the above reference authorities provided said comments or stipulations are required for conformance with the above referenced codes.
2. In addition to the foregoing, the Tenant shall provide an "Assistive Listening System" in the client conference room of the Premises within thirty (30) days of the commencement of the rental term. Provision said systems shall be in compliance with the International Building Code (IBC) 2006 section 1108.2.6 "Assistive Listening Systems".

Part II

Compliance with State of New Hampshire RSA 10:B "Clean Air Indoor Air in State Buildings", has been attained (attach "certificate of compliance") or shall be attained as follows: The Landlord and Tenant hereby agree that "Clean Air" testing, defined by the "Department of Environmental Services" rules Chapter Env-A 2200, will be performed at the premises after lease inception and completion of any and all renovations. All testing and submission of testing results to the "Indoor Air Quality Program" shall be completed no latter than thirty (30) days after Tenant's occupancy.

After the completion of renovations, but prior to Tenant's occupancy, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services" criteria of professional accreditation) to perform the State of New Hampshire "Clean Air" tests as set forth in "Environmental Services" Administrative Rules Chapter Env – A2200. In accordance with these rules the landlord shall submit notarized air testing results within five (5) days of receipt of the results to the "State of New Hampshire, Department of Environmental Services, "Indoor Air Quality Program", Hazen Drive, P.O. Box 95, Concord, NH 03302-0095 for their review and certification of compliance. After reviewing the testing results "Environmental Services" will either issue a "certificate of compliance" to the Landlord, or send a letter delineating the deficiencies. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test to gain their recommendation of how to remedy any deficiencies. The Landlord shall (at their sole expense) proceed to remedy the air quality deficiencies through repair and/or renovations to the premises. Any and all required repairs or renovations shall be completed within a reasonable time frame, which shall in no instance exceed four (4) months after the deficiency was revealed in the testing results. After the completion of all repairs to the air handling systems, the Landlord shall have the premises re-tested for compliance, again submitting the testing results to Environmental Services for their review and recommendations or issuance of their "Certificate of Compliance". The Landlord shall be obligated to comply with the forgoing protocol until such time a "Certificate of Compliance" for the Premises is issued by Environmental Services.

Part III Improvements, Renovations or New Construction: *Any improvements or renovations to be made to the premises other than those listed in Part I above, are to be specified below, or attached under separate cover.*

1. No later than April 1, 2010, the Landlord shall (at the sole expense of the Landlord) substantially complete provision of all new construction and improvements to the Premises delivering it in "turn key" condition to the Tenant. The Landlord's minimum obligation regarding provision and fit up of the Premises shall include but not be limited to provision of the level of quality, type of space, configuration, specifications and finishes set forth herein titled "Tenant Improvement Specifications". Additionally, the Landlord's minimum obligation regarding provision and fit up of the Premises shall include provision of an interior layout which conforms to the attached architectural floor plans titled "DWG-A1: Tenant Floor Plan Preliminary Layout: provide the layout, adjacencies, sizes (minimum sizes are shown) and types of rooms/areas shown and as additionally specified in the following drawings/documents attached, and provide discreet (separate) public and staff entrances as shown. Notwithstanding the foregoing the Tenant shall allow for reasonable variation from the plan if needed in order to accommodate structural and/or mechanical requirements.
2. DWG-A1: Tenant Floor Plan Layout
3. DWG-A2: Tenant Large Scale Plans and Details
4. D-1: Sample Door and Hardware Schedule
5. D-2: Hardware Types
6. D-3: Hardware Functions
7. D-4: Sample VCT Graphics
8. D-5: Sample Accessible Toilet Room

Part IV Recycling: *document whether or not there is a readily accessible community-recycling program the leased premises will utilize*

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



EXHIBIT E
SPECIAL PROVISIONS

The parties' agreement concerning modifications (if any) to the foregoing standard provisions of this lease are set forth below: *document any and all modifications, deletions or additions to, the standard text of the lease.*

SPECIAL PROVISIONS OF THE LEASE:

- A. Additional Payments: Additional payments may be made to the Landlord by the Tenant as unencumbered payments under this agreement for alterations, renovations and modifications to the subject premises, up to \$1,000.00 per event, not to exceed a maximum of \$5,000.00 per year, subject to the mutual agreement of both the Landlord and the Tenant and without further approval of the Governor and Council for the duration of this lease agreement as indicated in Section 3.1 of the General Provisions.
- B. Required Property Management: The Landlord shall employ and identify a full time professional property manager or management team for the Premises and/or for the building to which the Premises are a part.
- a. The property manager or management team shall provide the Tenant with a twenty four (24) hour emergency response telephone number and contact person(s).
- C. The Landlord agrees to allow the Tenant and/or their telecommunications and data provider access to the Premises for the purpose of installing the Tenant's "IT" and/or security systems at least 30 days in advance of the date set forth herein for commencement of occupancy and rental payments. Said access shall be scheduled with the Landlord in advance, with both parties expending all best efforts to coordinate their schedules in order to minimize any potential disruptions to the performance of ongoing work.
- D. Federal Debarment, Suspension and Other Responsibility Matters – Primary Covered Transactions: The "List of Parties Excluded From Federal Procurement or Non-procurement Programs" was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be disbarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise.

Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.

- E. This Lease is subject to and subordinate to the provisions, terms and conditions contained in a Lease between 75 International, LLC dated January 29, 2008 with the Pease Development Authority ("PDA"), an agency of the State of New Hampshire established pursuant to RSA ch 12-G for premises located at the Pease International Tradeport in Portsmouth, New Hampshire described.

The environmental Protection provisions of Article 25 of the Primary Lease are expressly incorporated herein as affirmative obligations of the Tenant.

This Lease is also subject to the obligations of Tenants at the Pease International Tradeport as provided and set forth in Deeds from the United States of America by and through the Secretary of the Air Force, recorded at the Rockingham County Registry of Deeds at Book 4227, Page 0001 and Book 4564, Page 0985.

- F. Landlord to provide use of the Systems Furniture that currently occupies the premise as shown on plan (see attached **DWG-A1 TENANT FLOOR PLAN LAYOUT**). Landlord shall clean and configure existing systems furniture as necessary to re-establish the original layout. Landlord shall provide the use of said

Systems Furniture as long as the Tenant occupies the premise. During the lease term should Landlord relocate Tenant to a new facility due to the availability of a new building on the site, Landlord shall provide for the relocation of the Systems Furniture to follow Tenant to the new facility for Tenant's exclusive use. Landlord shall provide exclusive use of the systems furniture that is currently in place at the premises and at no additional cost to Tenant. The ownership of the systems furniture shall remain the property of the Landlord throughout the term of the lease and any extensions thereof.

- G. Landlord shall provide additional parking spaces at the front of 50 International Drive as reasonably required by Tenant for Tenant's clients and at no additional cost to Tenant.
- H. Landlord, at no expense to Tenant, shall provide for the relocation of Tenant from Tenant's existing location to Tenant's new location. Landlord to provide the disassemble and move of designated furniture and move all supplies and equipment, including data equipment, and all items thereof from the Portsmouth District Office located at 30 Maplewood Avenue, first and second floor in Portsmouth, New Hampshire to the designated areas at the New Portsmouth District Office located at 50 International Drive, first floor in Portsmouth, New Hampshire. The Contractor shall place all furniture, supplies, and equipment, including boxes at locations identified on the item and at the new location.
- I. Landlord to ensure that all ADA improvements required under the current Tenant's occupancy are provided as detailed below prior to commencement of this lease:
- Provide four additional standard 96-inch wide accessible parking spaces and adjacent 60-inch access aisles to the right of the existing entrance access aisle for this 157-space lot per **ANSI 502** and **IBC 1106**. Provide and install signs with the universal symbol of accessibility. Locate the signs at the head of the parking space with the bottom of the sign at 60 inches above the ground per **ANSI 502**. This increase will result in a total of seven accessible parking spaces including the two currently designated as van accessible which shall remain.
 - Repair cracks in asphalt at all accessible parking spaces and access aisles and in the concrete at the base of the stairs per **ANSI 303**.
 - Add packed fill along the sides of the walk as necessary to bring the grade up to the level of the concrete per **ANSI 303**.
 - Existing Toilet Rooms:
 - Re-mount the existing coat hooks or install additional coat hooks in the accessible stalls to within 48 inches of the floor per **ANSI 308**.
 - Relocate one paper towel dispenser in each toilet room so that the operating height is at 48 inches above the floor per **ANSI 308**.
 - Adjust the closers on the toilet room doors and the entrance into the employee area to reduce the required opening force. Door operation shall not require more than 5 pounds to operate per **ANSI 404.2.8** and doors shall close in no less than 5 seconds per **ANSI 404.2.7.1**.
 - Permanent Room Signage:
 - Toilet Room Signs: Relocate the existing tactile signs to the wall on the latch side of each door mounted no more than 60 inches above the floor per **ANSI 703**.
 - Conference, Training Room and Other Permanent Room Signs: Replace the existing non-conforming room signs with tactile signs (Braille and raised letters) mounted to the wall on the latch side of the doors at no more than 60 inches above the floor per **ANSI 703**.

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- Reposition the top of the sink rim to 34 inches above the floor per **ANSI 606.3**; although knee space under the sink is not required in this case, it will facilitate use of the sink by a person using a wheelchair; insulate exposed pipes per **ANSI 606.6**.

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TEXT REPLACING THE STANDARD PROVISIONS OF THE LEASE FOLLOWS:

Paragraph 3.2.1 "Delay in Occupancy, Commencement Date Extension" is deleted, and in place thereof is inserted:

3.2.1 Delay in Occupancy, Delay in Rental Payment Commencement:

To provide the time necessary for the Landlord to undertake and substantially complete renovations of the existing building which shall provide a fully renovated building to which the Premises shall be a part, the commencement date of Tenant's occupancy and commencement of rental payments shall be delayed until said Premises are substantially completed and Landlord in receipt of a "Certificate of Occupancy", this date is herein agreed upon by both parties as April 1, 2010.

Paragraph 3.3 "Extension of Term" is deleted, and in place thereof is inserted:

3.3 Extension of Term:

At the termination of the lease the landlord will provide the following option to lease this space to Tenant under the same terms and conditions until such time as a new building is constructed. Upon completion of a new building Landlord will relocate Tenant to new space in the new building. New space shall be of a quality, size, and layout reasonably satisfactory to Tenant. Economic Terms of new space rental shall be the same as those existing at the time of the relocation. Landlord shall pay all reasonable relocation costs of Tenant at time of relocation, inclusive of telephone, data, access control, and systems furniture.

Paragraph 3.4 "Conditions on the Commencement and Extension of Term" is deleted, and in place thereof is inserted:

3.4 Conditions on the Commencement of Term and any Extension or Amendment of Term:

Notwithstanding the foregoing provisions, it is hereby understood and agreed by the parties hereto that this Agreement and the commencement of the Term and any extension or amendment of the Term is contingent upon its' approval by all parties having authority, which on the part of the Tenant includes but is not limited to the Governor and Executive Council. In the event the Tenant does not receive approval of the Agreement authorizing it to commence upon the date set forth in paragraph "3.1 Term", the Agreement shall be null and void, with no further obligation or recourse to either party.

On the part of the Landlord, commencement of the Term shall be contingent upon the relocation of the current occupant, Department of Environmental Services (DES), at 50 International Drive. The letter (see attached) from CPManagement, Inc. representing the Assignee Lessor, dated October 15, 2009, served the Lessee (DES) with the 60 days notice required for the relocation of the Lessee to alternate premises. This provision provides for the relocation of the existing tenant to an alternate facility within 60 days notice or by December 15, 2009. This time frame will allow for the 60 day fit up time to provide for occupancy for the Department of Heath and Human Services commencing April 1, 2010.

MODIFICATIONS TO THE STANDARD PROVISIONS OF THE LEASE:

Paragraph 8.1 "Maintenance" is modified by the following:

- a. Maintenance and Repair of Broken Glass: In addition to the standard provisions of this section, the Landlord must replace any and all structurally damaged or broken glass the same day that they are notified or observe the damage. In the event that the Landlord is unable to procure and/or install the replacement glass within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord must remove the damaged or broken glass and secure the opening and/or damaged area to the satisfaction of the Tenant.
- b. Maintenance and Repair of HVAC: In addition to the standard provisions of this section, the Landlord hereby agrees they must replace any and all malfunctioned HVAC systems or parts the same day that they are notified or observe the damage. In the event that the Landlord is unable to

procure and/or install the replacement part, section or unit within said day, the Landlord must notify the Tenant, in writing prior to the close of business that day, and provide an explanation as to the cause for the delay and the date the deficiencies will be corrected. In this case, the Landlord shall provide temporary air circulation or heat to accommodate Tenant until the deficiency is remedied.

- c. Both Parties agree that the responsibility of the landlord is to clean all Heating Ventilation System supply and return grills only and not to the extent of the air ducts.

Paragraph 10.1.1 is modified by the following:

Notwithstanding provisions of section 10 or anything contained in this lease to the contrary, it is understood and agreed to by both Parties that "completion" shall mean "substantial completion". "Substantial Completion" is defined as no leasehold Improvement deficiencies that would unreasonably adversely affect the Tenant's occupancy and/or business operations, nor would the installation or repairs of such deficiencies unreasonably adversely affect the Tenant's business operations. Use of the terms "complete (d)" or "completion" shall mean "substantially complete (d)" and "substantial completion," respectively.

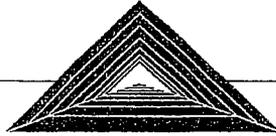
Paragraph 11 is modified by the following:

1. Landlord covenants and agrees the Tenant's quiet and peaceful enjoyment of the Premises shall not be disturbed or interfered with by the Landlord, or any person claiming by, through or under the Landlord provided the Tenant complies with the terms of the Agreement hereunder. Routine maintenance or inspection of the Premises shall be scheduled with Tenant at least one week in advance, to occur during a mutually agreeable time frame, and to be negotiated in good faith by both parties. Notwithstanding the provisions of this section, the Tenant agrees and covenants that in the event of an emergency requiring the Landlord to gain immediate access to the Premises, access shall not be denied.
2. Leasehold Improvement Communication/Coordination: In addition to the standard provisions of this section, the Landlord agrees they shall directly communicate and coordinate any and all non-routine (excluding emergency) repairs, replacements, and any/all property improvements to the Tenant. Such communication and coordination shall be provided with sufficient advance notice as to allow for effective planning and communication from Tenant to the affected on-site Manager of Operations and/or the facility's general staff population. Dependent on the scope of the project, Tenant may require Landlord to provide a graphical Phase Plan and/or a written estimated timeline for the project prior to the project's commencement.

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

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. Fire and extended coverage insurance covering property shall be in an amount of not less than eighty percent (80%) of the whole replacement value of the property. 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.

WSP
DSC



October 15, 2009

Carroll Brown, Jr
Coastal Oil Spill Response Coordinator
New Hampshire DES
P. O. Box 95
29 Hazen Drive
Concord, NH 03302-0095

Re: Relocation from 50 International Drive

Dear Mr: Brown:

CPManagement, Inc. represents the Assignee Lessor as hereinafter defined.

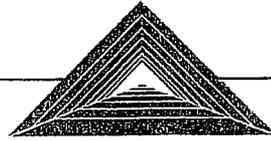
Please refer to Subsection d. of Lease Amendment NO. 2 dated August 1, 2004 between the Pease Development Authority ("Lessor"), 75 New Hampshire Ave LLC ("Assignee Lessor") and New Hampshire DES ("Lessee"). Pursuant to this provision this letter will provide the Lessee with the 60 days notice required for the relocation of the Lessee to alternate premises.

In compliance with the provision we have offered the Lessee a superior facility ("Comparable Facility") located at 222 International Drive under the following terms and conditions. The Assignee Lessor makes this offer for the Comparable Premises only and no other.

1) **Area To Be Leased** – up to 9,447 square feet the size of the current premises at 50 International Drive. The final footprint will be determined between the parties. NHDES was provided with floor plans and toured the Comparable Facility on two occasions. NH DES was to provide a proposed floor plan for Assignee Landlord consideration. To date no floor plan has been received.

2) **Lease Rate** – From the Comparable Premises occupancy date until July 31, 2012 (scheduled expiration), the gross lease rate shall be the same monthly payment as set forth in the current Lease as amended. All services provided in the current Lease shall also be provided in the Comparable Facility. On August 1, 2012 gross rent shall be adjusted by the cumulative Boston All Urban Consumer Price Index for the previous three years. On each subsequent Lease Anniversary date the gross rent shall be adjusted by 3.5%. Should the yearly increase in Real Estate Taxes or utilities exceed 3.5% in any one year period the Lessee shall be responsible for all amounts in excess of this amount.

 **COPY**



Carroll Brown
NH DES
October 15, 2009
Page Two

3) Lease Term – We propose an initial Term of seven years including the balance of the existing Term. Please note that the existing facility at 50 International Drive will be demolished soon after July 31, 2012.

4) Improvement Allowance – The Assignee Lessor through its affiliate 222 International, L.P. can provide an Allowance of up to \$12 per square foot, a total of \$113,356. This Allowance will be used for relocation expenses and premise Improvements and no other purpose. No credit shall be allowed for any unused allowance. The Allowance is provided by 222 International LP for this property and no other.

5) Furniture – The Assignee Lessor through 222 International LP can provide a substantial amount of the furniture (as discussed) currently in place.

6) Relocation – Assignee Lessor will relocate and hook up Lessee's generator and antenna as discussed.

This relocation is being accomplished so that another State agency, New Hampshire Department of Health and Human Services may occupy the entire building located at 50 International Drive. For the State this strategy is the most efficient and cost effective that can be employed to house both State agencies.

We are confident that we have met all relocation obligations as they are set forth in the Lease. We look forward to working with you on this project. Please contact me at your earliest convenience with a NH DES floor plan and specific logistical requirements for a move. Please be advised that time is of the essence and we must move quickly to facilitate this project in the most expeditious manner possible.

Sincerely,

James J. Horne
President
CPManagement, Inc.

Cc: David Mullen, PDA
Daniel Plummer, 75 New Hampshire, LLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2009

| | | |
|---|---|--------|
| PRODUCER RC Knox & Company, Inc. One Goodwin Square Hartford, CT 06103-4305 860 524-7600 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED Two International Group, LLC 75 New Hampshire LLC 1 New Hampshire Avenue #101 Portsmouth, NH 03801 | INSURER A: Valley Forge Insurance Company | |
| | INSURER B: Continental Casualty Company | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|--|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | P2083260602 | 06/10/09 | 06/10/10 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 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 |
| B | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | P2083260857 | 06/10/09 | 06/10/10 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ |
| B | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000 | P2083260616 | 06/10/09 | 06/10/10 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ \$ \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <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 \$ |
| | | OTHER | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Premises leased at 50 International Drive, Portsmouth, NH.
 State of New Hampshire Department of Health and Human Services, ATIMA is additional insured where required by contract per the terms, conditions and exclusions of the general liability policy.

CERTIFICATE HOLDER

State of New Hampshire
 Department of Health and Human Services
 Attn: Leon Smith, Administrator
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

RC Knox & Company

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



STATE OF NEW HAMPSHIRE

GOVERNOR'S COMMISSION
ON DISABILITY

ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE

John H. Lynch, Governor
Paul Van Blarigan, Chairman
Carol A. Nadeau, Executive Director

David Gleason, Chair
Cheryl Killam, Vice Chair
Wendy Beckwith, Accessibility Specialist

57 Regional Drive
Concord, NH 03301-8518
(603) 271-2773
1-800-852-3405 Toll Free } Voice or TTY
(603) 271-2837 FAX

Direct Line (603) 271-4177
Email: wendy.beckwith@nh.gov
Website: www.nh.gov/disability/abcommittee.html

September 15, 2009

To The Honorable Governor John Lynch and Members of the Executive Council:

Requested Action

Recommendation Regarding Lease Approval

Lessee: Department of Health and Human Services – District Office
Location: 50 International Drive, Portsmouth, NH 03801
Lessor: James J. Horne, CP Management, Inc, 11 Court Street, Exeter, NH 03833
Term: November 1, 2009 to January 31, 2012 with one Two-year Extension

The Architectural Barrier-Free Design Committee respectfully recommends that the subject **NEW lease** for 25,796 square feet of space be approved, with the following conditions to be met prior to occupancy and commencement of the Term:

1. All renovations must be completed in compliance with Exhibit D Part III and with all applicable building codes, including but not limited to the Architectural Barrier-Free Design Code for the State of New Hampshire (ICC/ANSI A117.1-2003 citations), the State Building Code (IBC 2006, ICC/ANSI A117.1-2003, and NFPA 101 v.2003 citations), and the Americans with Disabilities Act Standards for Accessible Design (ADAAG citations). **All revised plans shall be submitted for approval** by the Architectural Barrier-Free Design Committee and the local authority having jurisdiction (**i.e. the Building Inspector**).
2. Construction drawings at 60% completion shall be submitted to the Architectural Barrier-Free Design Committee for an accessibility plan review.
3. Prior to occupancy the Architectural Barrier-Free Design Committee shall be invited to conduct an accessibility site visit.

This recommendation is based upon the assurances of the leasing agency's ADA Coordinator that this facility will be accessible upon completion of Exhibit D conditions.

Should future inspection prove that areas of non-compliance exist, the agency should either withhold rent until the Landlord brings the facility into compliance or the Agency should negotiate to remedy the non-complying areas with the state.

Respectfully Submitted and Approved by the **Architectural Barrier-Free Design Committee:**

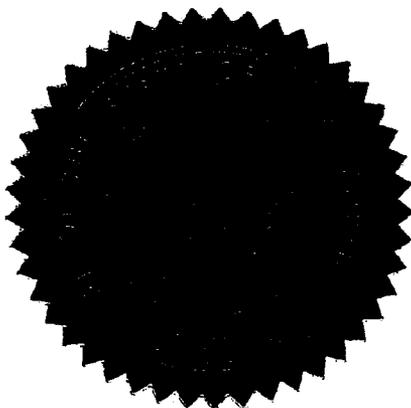

David Gleason, Chair *WB*

wb
cc: Mary Belec, Administrator, Planning and Management, Administrative Services

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 75 New Hampshire, LLC is a New Hampshire limited liability company formed on June 27, 2007. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of September, A.D. 2009

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

We, Cyrus W. Gregg, Manager of SAY PEASE VII, LLC, Co-Manager of 75 New Hampshire, LLC and Daniel L. Plummer, Manager of LEVERE PROPERTIES, LLC Co-Manager of 75 New Hampshire, LLC, all being New Hampshire limited liability companies, duly established under the laws of the State of New Hampshire, do hereby certify that:

A. The authority has been specifically conferred upon Cyrus W. Gregg, as Manager of Say Pease VII, LLC and Daniel L. Plummer, as Manager of Levere Properties, LLC on behalf of 75 New Hampshire, LLC to execute, for and on behalf of 75 New Hampshire, LLC any and all documents and instruments which may be necessary or desirable to complete the execution of a certain Lease for property located at 50 International Drive, Portsmouth, New Hampshire with the State of New Hampshire.

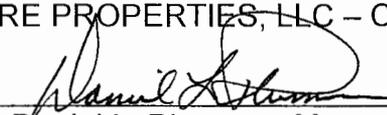
B. No person dealing with the said 75 New Hampshire, LLC need inquire concerning the validity or propriety of a document or instrument executed by them in the name of 75 New Hampshire, LLC, or as to their authority to execute same with respect to said Lease.

IN WITNESS WHEREOF, we have hereunto affixed our names as Co-Managers of 75 New Hampshire, LLC this 12th day of November, 2009.

75 New Hampshire, LLC
a NH Limited Liability Company

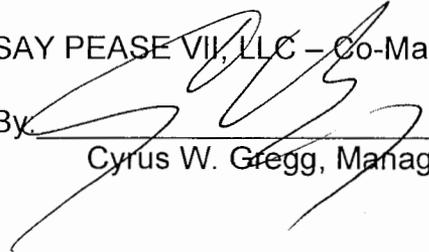
LEVERE PROPERTIES, LLC – Co-Manager

By: _____


Daniel L. Plummer, Manager

SAY PEASE VII, LLC – Co-Manager

By: _____


Cyrus W. Gregg, Manager

EPLS

Excluded Parties List System

**Search Results Excluded By
Exact Name : 75 New Hampshire, LLC
as of 13-Nov-2009 3:13 PM EST**

Your search returned no results.

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

FROM: Gail Rucker, Administrator II
Department of Administrative Services
Bureau of Planning and Management

DATE: March 20, 2017

SUBJECT: Attached Lease Extension;
Approval respectfully requested

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

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

LESSOR: 75 New Hampshire, LLC, c/o James J. Horne, CP Management, Inc., 11 Court Street, Exeter, NH 03833

DESCRIPTION: Lease Extension: Approval of the enclosed will authorize continued occupancy at the Departments' current "Seacoast District Office" comprised of 25,796 square feet of space located at 50 International Drive, Portsmouth, NH. It was the most cost effective way to secure the necessary office space while finalizing the "Request for Proposal" Authorization process for the replacement contract and allow Landlord construction time to build a new facility.

TERM: Fourteen (14) months: commencing March 31, 2017 ending May 31, 2018

RENT: The current rate of \$20.90 per square foot which is \$539,136.40 annually shall payable as \$44,92800 per moth

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL: \$628,992.00 for the 14-month term

PUBLIC NOTICE: Sole-Source amendment of current lease, the intent however is to finalize the RFP processes during the next 14 months.

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



Gail Rucker, Administrator II

Approved by:
Department of Administrative Services



Michael Connor, Deputy Commissioner