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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  
  
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

September 15, 2016

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 **retroactive, sole source** amendment to the existing lease with Riverside Properties of Nashua, Inc., 22 Kehoe Avenue, Nashua, New Hampshire 03060 (Vendor #158064) for continued occupation by the Southern District Office by increasing the price limitation in the amount of \$820,000.00 to \$4,735,462.00 from \$3,915,462.00 and by extending the term for up to sixteen months from August 31, 2016 to December 31, 2017, effective retroactive to September 1, 2016 through December 31, 2017. Governor and Council approved the original lease on October 21, 2009, item #56, amendment approved February 25, 2015, item #8 and amendment approved August 26, 2015, item #9. General Funds 60%, Federal Funds 40%.

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

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	\$200,028.00	\$ 0.00	\$200,028.00
SFY 2011	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2012	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2013	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2014	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2015	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2016	022-500248	Rents-Leases Other than State	\$612,514.00	\$ 0.00	\$612,514.00
SFY 2017	022-500248	Rents-Leases Other than State	\$102,500.00	\$ 512,500.00	\$615,000.00
SFY 2018	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 307,500.00	\$307,500.00
Total			\$3,915,462.00	\$820,000.00	\$4,735,462.00

**EXPLANATION**

This agreement is retroactive as this office sustained major water damage and was closed since March of this year. It was uncertain as to the outcome of the office, whether it would be up and running again and be able to sustain the Department's normal business functions. The renovations were just completed and the office was acceptable for occupancy and able to provide for the Department's normal business functions. This sole source amendment is being requested for the short term to provide continuity of Department services to the public in the Southern area while finalizing the Request For Proposal currently in process. The amendment reflects an increase in the term of the lease for up to sixteen months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing the Request For Proposal process. The Department will need up to sixteen months to finalize this process.

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Southern District Office location since 2009, currently housing one-hundred-sixty-five (165) employees.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is approximately \$18.96 per square foot gross; the rate will remain the same for the amendment term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains the same at 32,437 square feet.

The original lease approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Telegraph in March 2008.

The area serviced by the Southern District Office is partial Hillsborough County and partial 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:	Riverside Properties of Nashua, Inc. 22 Kehoe Avenue Nashua, New Hampshire 03060
Location:	3 Pine Street Extension, Suite Q First and Second Floor Nashua, New Hampshire 03060
Monthly Rent:	Year 1 \$51,250.00
Square Footage:	32,437
Square Foot Rate:	Year 1 \$18.96
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing September 1, 2016 through December 31, 2017
Total Rent:	\$820,000.00

**AMENDMENT**

This Agreement (the "Amendment") is dated, August 19, 2016 and is by and between the State of New Hampshire acting through the Department of Health and Human Services, (the "Tenant") and Riverside Properties of Nashua, Inc., (the "Landlord") 22 Kehoe Avenue, Nashua, New Hampshire 03060.

Whereas, pursuant to a five-year Lease agreement (the "Agreement"), for 32,437 square feet of first and second floor space located at 3 Pine Street Extension, Suite Q, Nashua, New Hampshire (the "Premises") which was first entered into on September 3, 2009 and approved by the Governor and Executive Council on October 21, 2009, item #56 and amendment approved February 25, 2015, item #8 and amendment approved August 26, 2015, item #9, it was agreed to lease the Premises upon the terms and conditions specified in the Agreement 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 finalize the Tenant's "Request for Proposal" currently in process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals and;

The Tenant will need up to sixteen (16) months to complete the Request For Proposal process, 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 is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while processes are concluded;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the agreement 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, August 31, 2016 is hereby amended to terminate up to sixteen (16) months thereafter, December 31, 2017. The Tenant shall have the right of "early termination" of the term, after the initial 8 months of the term have passed. The Tenant may exercise their option for "early termination" by delivering to the Landlord – 60 days in advance of their desired termination date – written notification at the address above. During the amended Term should the Parties hereto decide to enter into a lease replacing the Agreement, and such lease is 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 "Occupancy Term" in such replacement lease, replaced by the terms and conditions of such lease upon that date.

Initials: SI B  
Date: 8/19/16

**4.1 Rent:** The current annual rent of \$615,000.00 which is approximately \$18.96 per square foot will remain the same for the term, prorated to a monthly rent of \$51,250.00 which shall be due on the first day of each month during the term. The first monthly installment shall be due and payable September 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 sixteen (16) months which is \$820,000.00.

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

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

Initials: 8/19/16  
Date: SJA

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

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

Date: 9/19/16

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

**LANDLORD:** Riverside Properties of Nashua, Inc.

Date: 8/19/16

By Stephen Bonnette  
Stephen Bonnette, President

Acknowledgement: State of New Hampshire County of Hollisborough

On (date) 8/19/16, before the undersigned officer, personally appeared Stephen J Bonnette, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Donald J. Dunn, Jr.  
**DONALD J. DUNN, Jr., Justice of the Peace**  
**My Commission Expires July 10, 2018**

Commission expires: \_\_\_\_\_ Seal:

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

Donald J Dunn Jr

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

By: Megan Tappe, Assistant Attorney General, on 10/10/16

**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	9/1/2016	\$ 18.96	\$ 51,250.00		
	10/1/2016	\$ 18.96	\$ 51,250.00		
	11/1/2016	\$ 18.96	\$ 51,250.00		
	12/1/2016	\$ 18.96	\$ 51,250.00		
	1/1/2017	\$ 18.96	\$ 51,250.00		
	2/1/2017	\$ 18.96	\$ 51,250.00		
	3/1/2017	\$ 18.96	\$ 51,250.00		
	4/1/2017	\$ 18.96	\$ 51,250.00		
	5/1/2017	\$ 18.96	\$ 51,250.00		
	6/1/2017	\$ 18.96	\$ 51,250.00		\$ 512,500.00
2018	7/1/2017	\$ 18.96	\$ 51,250.00		
	8/1/2017	\$ 18.96	\$ 51,250.00	\$ 615,000.00	
	9/1/2017	\$ 18.96	\$ 51,250.00		
	10/1/2017	\$ 18.96	\$ 51,250.00		
	11/1/2017	\$ 18.96	\$ 51,250.00		
	12/1/2017	\$ 18.96	\$ 51,250.00	\$ 205,000.00	\$ 307,500.00
<b>Total Rent</b>				<b>\$ 820,000.00</b>	<b>\$ 820,000.00</b>

Initials: SIA  
Date: 8/15/16





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/19/2016

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).

<b>PRODUCER</b> Wieczorek Insurance 166 Concord St.  Manchester NH 03104		<b>CONTACT NAME:</b> Kathleen Russell <b>PHONE (A/C, No, Ext):</b> (603) 668-3311 <b>E-MAIL ADDRESS:</b> kathy@wizinsurance.com <b>FAX (A/C, No):</b> (603) 668-2011	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
		INSURER A: Phenix Mutual Fire Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER: 16-17** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			44001498-30	1/1/2016	1/1/2017	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	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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			44001498-30	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			44001498-30	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	Excl: Alvin & Stephen Bonnette 44001498-30 Cov A: NH	1/1/2016	1/1/2017	<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** **CANCELLATION**

<b>Proof of coverage</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  R Wieczorek/KATHY

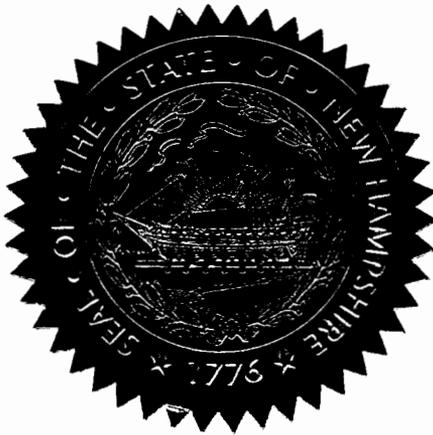
© 1988-2014 ACORD CORPORATION. All rights reserved.

# 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 Riverside Properties of Nashua Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 5, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 26<sup>th</sup> day of August, A.D. 2016

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

William M. Gardner  
Secretary of State

Exhibit A

ACTION BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS OF

RIVERSIDE PROPERTIES OF NASHUA, INC.

(In Lieu of Special Meeting)

The undersigned, being all of the Directors of Riverside Properties of Nashua, Inc. (The "Corporation"), a New Hampshire corporation take the following action by unanimous consent, in lieu of a special meeting of the Directors of the Corporation, as permitted by New Hampshire RSA 292-A: 8:21 :

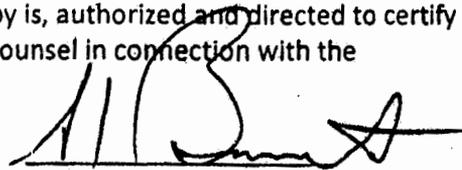
Voted: That Stephen J. Bonnette, as Vice President of the Corporation (the "Authorized Officer") is hereby authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Corporation, all documents or instruments necessary or appropriate in his sole and absolute direction to effectuate the foregoing resolutions including, but not limited to, the promissory notes, mortgage deed and security agreements, ISDA Master Agreement and related documents and agreements.

Voted: That the Authorized Officer is hereby authorized and empowered in the name and on behalf of the Corporation to enter into one or more agreements with the State of N.H. in connection with lease signing for the Department of Health and Human Services.

Voted: That any and all actions heretofore or hereafter taken by the Authorized Officer of the Corporation consistent with the terms of the foregoing resolutions be, and they hereby are, ratified and confirmed as acts and deeds of the Corporation.

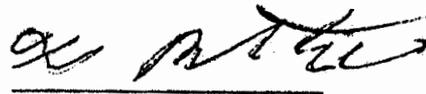
Voted: That the Secretary of the Corporation be, and he hereby is, authorized and directed to certify a copy of resolutions to third parties, including the Bank and its counsel in connection with the consummation of the agreement.

Dated: 08-19-16



Stephen J. Bonnette

DONALD J. DUNN, Jr., Justice of the Peace  
My Commission Expires July 10, 2018



Alvin R. Bonnette



RIVERSIDE PROPERTIES OF NASHUA INC

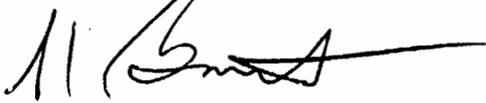
22 KEHOE AVE

NASHUA NH 03060

08/19/16

To whom it may concern,

Riverside Properties of Nashua is a real estate holding company with no employees. At this time Nashua Lumber Co performs work related to the maintenance of the DHHS unit at 3 Pine St Extension for Riverside Properties of Nashua Inc.



Stephen J Bonnette VP/Controller

USER NAME      PASSWORD

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

[Create an Account](#)

# Search Results

**Current Search Terms: riverside\* properties\* of nashua\* Inc.\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

## Glossary

**Search**

**Results**

Entity

Exclusion

**Search**

**Filters**

By Record Status

By Record Type

SAM | System for Award Management 1.0

IBM v1.P.50.20160823-0937

WWW1

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





8/26/15  
#9

**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  
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July 21, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a **sole source** amendment to the existing lease with Riverside Properties of Nashua, Inc., 22 Kehoe Avenue, Nashua, New Hampshire 03060 (Vendor #158064) for continued occupation by the Southern District Office by increasing the price limitation in the amount of \$615,000.00 to \$3,915,462.00 from \$3,300,462.00 and by extending the term for up to twelve months from August 31, 2015 to August 31, 2016, effective September 1, 2015 or upon governor and council approval, whichever is later, through August 31, 2016. Governor and Council approved the original lease on October 21, 2009, item #56 and amendment approved February 25, 2015, item #8. General Funds 60%, Federal Funds 40%.

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

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

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SFY 2016	022-500248	Rents-Leases Other than State	\$100,014.00	\$512,500.00	\$612,514.00
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Total			\$3,300,462.00	\$615,000.00	\$3,915,462.00

**EXPLANATION**

This sole source amendment is being requested for the short term to provide continuity of Department services to the public in the Southern area while finalizing the evaluation of the Southern

July 21, 2015

Page 2

District Office. Current budget constraints have required the Department to review the current availability of services to clients in this catchment area and the evaluation of the district office as to function and efficiency. The amendment reflects an increase in the term of the lease for twelve months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while reviewing these services, responding to program changes and evaluating the office. The Department will need twelve months to finalize this process.

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Southern District Office location since 2009, currently housing one-hundred-sixty-five (165) employees.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is approximately \$18.50 per square foot gross; the new rate will increase 2.5% to approximately \$18.96 per square foot gross for the amendment term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, insurance and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains the same at 32,437 square feet.

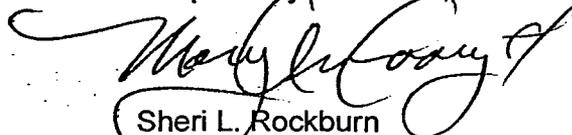
The original lease was competitively bid in March 2008, during that time the Request For Proposal was published in two newspapers and as a result only one proposal was received, resulting in a new lease with Riverside Properties of Nashua. Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while evaluating the office.

The area serviced by the Southern District Office is partial Hillsborough County and partial 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**

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Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing September 1, 2015 through August 31, 2016
Total Rent:	\$615,000.00

**AMENDMENT**

This Agreement (the "Amendment") is dated, June 24, 2015 and is by and between the State of New Hampshire acting through the Department of Health and Human Services, (the "Tenant") and Riverside Properties of Nashua, Inc., (the "Landlord") 22 Kehoe Avenue, Nashua, New Hampshire 03060.

Whereas, pursuant to a five-year Lease agreement (the "Agreement"), for 32,437 square feet of first and second floor space located at 3 Pine Street Extension, Suite Q, Nashua, New Hampshire (the "Premises") which was first entered into on September 3, 2009 and approved by the Governor and Executive Council on October 21, 2009, item #56 and amendment approved February 25, 2015, item #8, it was agreed to lease the Premises upon the terms and conditions specified in the Agreement 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 review of the current availability of services to clients in this catchment area and facilitate the Tenant's "Request for Proposal" (RFP) process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals and;

The Tenant will need up to twelve (12) months to review these services, respond to program changes and to complete such process, 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 is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while processes are concluded;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the agreement 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, August 31, 2015 is hereby amended to terminate up to twelve (12) months thereafter, August 31, 2016. During the amended Term should the Parties hereto decide to enter into a lease replacing the Agreement, and such lease is 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 "Occupancy Term" in such replacement lease, replaced by the terms and conditions of such lease upon that date.

Initials: S/B  
Date: 6/24/15

**4.1 Rent:** The current annual rent of \$600,084.00 which is approximately \$18.50 per square foot will increase 2.5% to \$615,000.00, which is approximately \$18.96 per square foot, prorated to a monthly rent of \$51,250.00 which shall be due on the first day of each month during the term. The first monthly installment shall be due and payable September 1, 2015 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 \$615,000.00.

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

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

Initials: SJP  
Date: 6/24/13

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

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

Date: 7/28/15

By Maura Conway Associate Commissioner for  
Sheri L. Rockburn, Chief Financial Officer

LANDLORD: Riverside Properties of Nashua, Inc.

Date: 6/24/15

By Stephen Bonnette  
Stephen Bonnette, President ~~of~~ Vice

Acknowledgement: State of New Hampshire, County of Hillsborough.

On (date) 6/24/2015, before the undersigned officer, personally appeared Stephen Bonnette, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

Signature of Notary Public or Justice of the Peace: Catherine Johnson

Commission expires: Sept 17, 2019 Seal:

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

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

By: Megan Cole May, Assistant Attorney General, on 8/3/15

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

By: Scott Rankin, on AUG 26 2015

**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	9/1/2015	\$ 18.96	\$ 51,250.00		
	10/1/2015	\$ 18.96	\$ 51,250.00		
	11/1/2015	\$ 18.96	\$ 51,250.00		
	12/1/2015	\$ 18.96	\$ 51,250.00		
	1/1/2016	\$ 18.96	\$ 51,250.00		
	2/1/2016	\$ 18.96	\$ 51,250.00		
	3/1/2016	\$ 18.96	\$ 51,250.00		
	4/1/2016	\$ 18.96	\$ 51,250.00		
	5/1/2016	\$ 18.96	\$ 51,250.00		
	6/1/2016	\$ 18.96	\$ 51,250.00		\$ 512,500.00
2017	7/1/2016	\$ 18.96	\$ 51,250.00		
	8/1/2016	\$ 18.96	\$ 51,250.00		\$ 102,500.00
<b>Total Rent</b>				<b>\$ 615,000.00</b>	<b>\$ 615,000.00</b>

Initials: SJB  
Date: 6/24/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/16/2015

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).

<b>PRODUCER</b> Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (207) 829-3450		FAX (A/C, No): (207) 829-6350
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Riverside Properties of Nashua, Inc. 22 Kehoe Ave Nashua, NH 03060	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Netherlands</b>		<b>24171</b>
	<b>INSURER B : Peerless Insurance Company</b>		<b>24198</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CBP8930201	10/25/2014	10/25/2015	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	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			CBP8930201	10/25/2014	10/25/2015	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8930901	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				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)

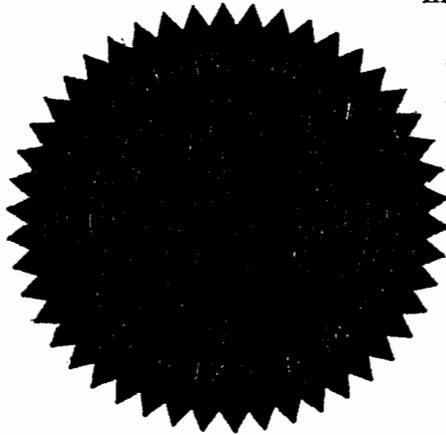
<b>CERTIFICATE HOLDER</b>  State of New Hampshire Dept of Health and Human Services 129 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Margaret Hutchins</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 RIVERSIDE PROPERTIES OF NASHUA INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 5, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9<sup>th</sup> day of July, A.D. 2015



*William M. Gardner*

William M. Gardner  
Secretary of State

Exhibit A

ACTION BY UNANIMOUS WRITTEN CONSENT OF DIRECTORS OF  
RIVERSIDE PROPERTIES OF NASHUA, INC.

(In Lieu of Special Meeting)

The undersigned, being all of the Directors of Riverside Properties of Nashua, Inc. (The "Corporation"), a New Hampshire corporation take the following action by unanimous consent, in lieu of a special meeting of the Directors of the Corporation, as permitted by New Hampshire RSA 292-A: 8:21 :

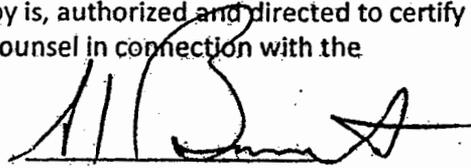
Voted: That Stephen J. Bonnette, as Vice President of the Corporation (the "Authorized Officer") is hereby authorized and directed to negotiate, execute and deliver, in the name and on behalf of the Corporation, all documents or instruments necessary or appropriate in his sole and absolute direction to effectuate the foregoing resolutions including, but not limited to, the promissory notes, mortgage deed and security agreements, ISDA Master Agreement and related documents and agreements.

Voted: That the Authorized Officer is hereby authorized and empowered in the name and on behalf of the Corporation to enter into one or more agreements with the State of N.H. in connection with lease signing for the Department of Health and Human Services.

Voted: That any and all actions heretofore or hereafter taken by the Authorized Officer of the Corporation consistent with the terms of the foregoing resolutions be, and they hereby are, ratified and confirmed as acts and deeds of the Corporation.

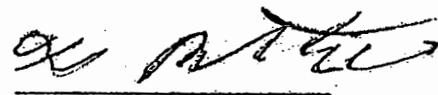
Voted: That the Secretary of the Corporation be, and he hereby is, authorized and directed to certify a copy of resolutions to third parties, including the Bank and its counsel in connection with the consummation of the agreement.

Dated: 06-30-15



Stephen J. Bonnette

DONALD J. DUNN, Jr., Justice of the Peace  
My Commission Expires July 10, 2018



Alvin R. Bonnette



[View assistance for Search Results](#)

# Search Results

**Current Search Terms: riverside\* properties\* of nashua\* Inc.\***

<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

- [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

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.34.20150710-1415





**COPY**



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

**Nicholas A. Toumpas  
Commissioner**

**Sheri L. Rockburn  
Chief Financial Officer**

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

January 2, 2015

**G&C Approved**

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

Date 2-25-15  
Item # 8

**REQUESTED ACTION**

Authorize the Department of Health and Human Services to enter into a **sole source**, amendment to the existing lease with Riverside Properties of Nashua, Inc., 22 Kehoe Avenue, Nashua, New Hampshire 03060 (Vendor #158064) for the Southern District Office space, by increasing the price limitation in the amount of \$300,042.00 to \$3,300,462.00 from \$3,000,420.00 and by extending the term six months to August 31, 2015, effective March 1, 2015 or upon governor and council approval, whichever is later, through August 31, 2015. Governor and Council approved the original lease on October 21, 2009 item #56. Funds are available in the following account for SFY 2015 and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2010	022-500248	Rents-Leases Other than State	\$200,028.00	\$ 0.00	\$200,028.00
SFY 2011	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2012	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2013	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2014	022-500248	Rents-Leases Other than State	\$600,084.00	\$ 0.00	\$600,084.00
SFY 2015	022-500248	Rents-Leases Other than State	\$400,056.00	\$200,028.00	\$600,084.00
SFY 2016	022-500248	Rents-Leases Other than State	\$ 0.00	\$100,014.00	\$100,014.00
Total			\$3,000,420.00	\$300,042.00	\$3,300,462.00

**EXPLANATION**

The Department of Health and Human Services provides health and human services to the clientele in the Southern Area of New Hampshire through its Division of Client Services, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services. The Department has occupied this Southern District Office location since 2009, currently housing one-hundred-sixty-five (165) employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for six months.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

January 2, 2015

Page 2

The amendment reflects an increase of six months in the term of the existing lease to facilitate the Department's finalization of the Request For Proposal process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals. The Department will need a minimum of six months to complete such process. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$18.50 per square foot gross; the lease amendment rate remains the same for the term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, HVAC repairs and maintenance, electrical repairs and maintenance, water and sewer, and landscaping). The total square footage remains the same at 32,437 square feet.

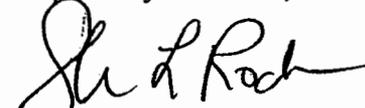
The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Telegraph in March 2008.

Approval of this lease amendment will allow the Department to continue to provide services to the public in a secure environment while finalizing the Request For Proposal. The area served by the Southern District Office is partial Hillsborough County and partial Rockingham County.

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

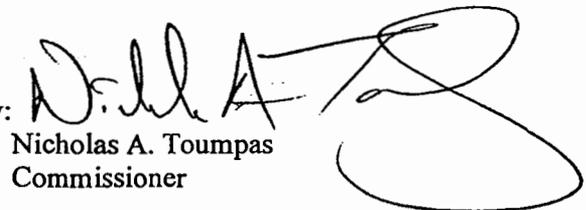
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Sheri L. Rockburn  
Chief Financial Officer

Approved by:



Nicholas A. Toumpas  
Commissioner

***LEASE SPECIFICS***

<b>Landlord:</b>	Riverside Properties of Nashua, Inc. 22 Kehoe Avenue Nashua, New Hampshire 03060
<b>Location:</b>	3 Pine Street Extension, Suite Q First and Second Floor Nashua, New Hampshire 03060
<b>Monthly Rent:</b>	Year 1 \$50,007.00
<b>Square Footage:</b>	32,437
<b>Square Foot Rate:</b>	Year 1 \$18.50
<b>Janitorial:</b>	Included in rent
<b>Utilities:</b>	Included in rent
<b>Term:</b>	Commencing March 1, 2015 through August 31, 2015
<b>Total Rent:</b>	\$300,042.00

## AMENDMENT

This Agreement (the "Amendment") is dated, January 5, 2015 and is by and between the State of New Hampshire acting through the Department of Health and Human Services, (the "Tenant") and Riverside Properties of Nashua, Inc., (the "Landlord") 22 Kehoe Avenue, Nashua, New Hampshire 03060.

Whereas, pursuant to a five-year Lease agreement (the "Agreement"), for 32,437 square feet of first and second floor space located at 3 Pine Street Extension, Suite Q, Nashua, New Hampshire (the "Premises") which was first entered into on September 3, 2009 and approved by the Governor and Executive Council on October 21, 2009, item #56, it was agreed to lease the Premises upon the terms and conditions specified in the Agreement 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 "Request for Proposal" (RFP) process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals and;

The Tenant will need up to six (6) months to complete such process, 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 is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while processes are concluded;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the agreement 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, February 28, 2015 is hereby amended to terminate up to six (6) months thereafter, August 31, 2015. During the amended Term should the Parties hereto decide to enter into a lease replacing the Agreement, and such lease is 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 "Occupancy Term" in such replacement lease, replaced by the terms and conditions of such lease upon that date.

Initial: SN

Date: 1/5/15

**4.1 Rent:** The current annual rent of \$600,084.00 which is approximately \$18.50 per square foot will remain the same during the amended term, prorated to a monthly rent of \$50,007.00 which shall be due on the first day of each month during the term. The first monthly installment shall be due and payable March 1, 2015 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 six (6) months which is \$300,042.00

**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: SJ3  
Date: 1/5/15

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

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

Date: 1/21/15

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

LANDLORD: Riverside Properties of Nashua, Inc.

Date: 1/21/15

By [Signature] V.P.  
Stephen Bonnette, President

Acknowledgement: State of New Hampshire, County of Hillsborough

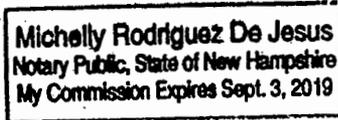
On (date) 1/7/2015, before the undersigned officer, personally appeared Stephen J. Bonnette, who satisfactorily proved to be the persons identified above as the owners, and they personally executed this document.

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

Commission expires: Sep. 3, 2019 Seal:

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

Michelly Rodriguez De Jesus



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

By: [Signature] Assistant Attorney General, on 1/21/15  
Megan A. Yode

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on FEB 25 2015

**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>
2015	3/1/2015	\$ 18.50	\$ 50,007.00		
	4/1/2015	\$ 18.50	\$ 50,007.00		
	5/1/2015	\$ 18.50	\$ 50,007.00		
	6/1/2015	\$ 18.50	\$ 50,007.00		\$ 200,028.00
2016	7/1/2015	\$ 18.50	\$ 50,007.00		
	8/1/2015	\$ 18.50	\$ 50,007.00	\$ 300,042.00	\$ 100,014.00
<b>Total Rent</b>					\$ 300,042.00

Initials:   CIA    
Date:   1/5/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/5/2015

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.

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PRODUCER Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME:	
	PHONE (A/C, No, Ext): (207) 829-3450	FAX (A/C, No): (207) 829-6350
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Netherlands	NAIC # 24171
	INSURER B: Peerless Insurance Company	24198
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
Riverside Properties of Nashua, Inc.  
22 Kehoe Ave  
Nashua, NH 03060

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.

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B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8930901	10/25/2014	10/25/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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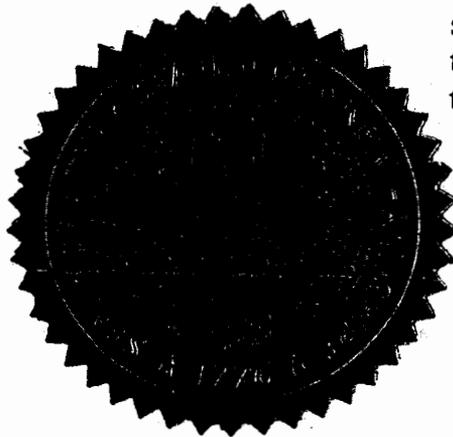
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	AUTHORIZED REPRESENTATIVE 

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERSIDE PROPERTIES OF NASHUA INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 25, 1996. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9<sup>th</sup> day of October, A.D. 2014



*William M. Gardner*

William M. Gardner  
Secretary of State



# State of New Hampshire 2014 ANNUAL REPORT

The following information shall be given as of January 1  
preceeding the due date Pursuant to RSA 293-A:16.22.

**REPORT DUE BY April 1, 2014**

ANNUAL REPORTS RECEIVED AFTER THE DUE DATE

WILL BE ASSESSED A LATE FEE.

Filed  
Date Filed: 03/04/2014  
Business ID: 244855  
William M. Gardner  
Secretary of State

RIVERSIDE PROPERTIES OF NASHUA INC.

22 KEHOE AVE  
NASHUA, NH 03060

**ADDRESS OF PRINCIPAL OFFICE:**

22 KEHOE AVE  
NASHUA, NH 03060

**REGISTERED AGENT AND OFFICE:**

REGA, STEVEN W, ESQ  
2E TERNBERRY SQUARE  
NASHUA, NH 03060

ENTITY TYPE: CORPORATION

BUSINESS ID: 244855

STATE OF DOMICILE: NEW HAMPSHIRE

LAND ACQUISITION, REAL ESTATE, DEVELOPMENT

If changing the mailing or principal office address, please check the appropriate box and fill in the necessary information.

The new mailing address

The new principal office address

PO Box is acceptable.

**OFFICERS**

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
(MUST LIST AT LEAST ONE OFFICER BELOW)

**A**

V-PRES. Stephen James Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

TREAS. Stephen James Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

SECY. Stephen James Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

PRES. Alvin Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

NAMES AND ADDRESSES OF ADDITIONAL OFFICERS AND DIRECTORS ARE ATTACHED

**BOARD OF DIRECTORS**

NAME AND BUSINESS ADDRESS (P.O. BOX ACCEPTABLE).  
(MUST LIST AT LEAST ONE DIRECTOR BELOW)

**B**

DIR. Stephen James Bonnette

STREET 22 Kehoe Ave

CITY/STATE/ZIP Nashua Nh 03060

NAME .....

STREET .....

CITY/STATE/ZIP .....

NAME .....

STREET .....

CITY/STATE/ZIP .....

NAME .....

STREET .....

CITY/STATE/ZIP .....

To be signed by an officer, director, or any other person authorized by the board of directors.  
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Sign here: Stephen James Bonnette

Please print name and title of signer: Stephen James Bonnette / VICE PRESIDENT  
NAME TITLE

FEE DUE: \$100.00

E-MAIL ADDRESS (OPTIONAL):



024485520141006

WHEN THIS FORM IS ACCEPTED BY THE SECRETARY OF STATE, BY LAW IT WILL BECOME A  
PUBLIC DOCUMENT AND ALL INFORMATION PROVIDED IS SUBJECT TO PUBLIC DISCLOSURE  
REQUIRED INFORMATION MUST BE COMPLETE OR THE REGISTRATION REPORT WILL BE REJECTED

MAKE CHECK PAYABLE TO SECRETARY OF STATE

RETURN COMPLETED REPORT AND PAYMENT TO:

New Hampshire Department of State, Annual Reports, 107 N. Main St., Room 204, Concord, NH 03301



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

10/2/09
   
#56

**COPY**

Nicholas A. Toumpas
   
Commissioner

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

James P. Fredyma
   
Controller

October 1, 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 Riverside Properties of Nashua, Inc., 22 Kehoe Avenue, Nashua, New Hampshire 03060 (Vendor #158064) in the amount of \$3,000,420.00 commencing effective November 1, 2009 and to end five years and four months thereafter on February 28, 2015. Occupancy of the premises and commencement of rental payments shall be four months thereafter, March 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 2015 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	Total
SFY 2010	022-500248	Rent&Leases Other than State	\$200,028.00
SFY 2011	022-500248	Rent&Leases Other than State	\$600,084.00
SFY 2012	022-500248	Rent&Leases Other than State	\$600,084.00
SFY 2013	022-500248	Rent&Leases Other than State	\$600,084.00
SFY 2014	022-500248	Rent&Leases Other than State	\$600,084.00
SFY 2015	022-500248	Rent&Leases Other than State	\$400,056.00
Total			\$3,000,420.00

**EXPLANATION**

The Department of Health and Human Services, Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services and Bureau of Elderly and Adult Services will house one hundred sixty-five (165) employees at the Nashua District Office.

As required by Administrative Rule Adm 610.06 "Public Notice" on March 14 and 21, 2008, a space search was conducted through newspaper advertisements in the New Hampshire Union Leader and The Telegraph (see attached Advertising Schedule). The Department submitted the advertisement to the Department of

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council

October 1, 2009

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**Y903**

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 Cameron Real Estate, Inc. of 400 Amherst Street, Nashua, New Hampshire submitted an *as is* response only; a response from Riverside Properties of Nashua, Inc., of 22 Kehoe Avenue, Nashua, New Hampshire with a proposal for space located at 5 Pine Street Extension, #6 Mill West in Nashua; and a proposal from Brady Sullivan Properties, 670 Commercial Street, Manchester, New Hampshire for property located at 160 Burke Street in Nashua. Cameron Real Estate did not provide a valid response to the RFP, only an *as is* response, Brady Sullivan Properties proposal did not meet the needs of the Department relative to the layout of the structure, its accessibility to clients and its parking allocation provided a hazardous path from the lot to the facility, dangerous for staff and clients. Riverside Properties of Nashua, Inc. provided the only viable proposal with the best location to service the Department's clients, with adequate parking and a facility that meets the accessible needs of clients and staff. Therefore, the Department pursued a new lease with Riverside Properties of Nashua, Incorporated. 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, fixed for the five-year term with no escalators. The square footage of the new office is 32,437. The proposal includes the total renovation of the existing structure with the Department occupying the entire first floor section of the building and the entire second floor. There are no options attached to this lease.

The current Nashua District Office facility located at 19 Chestnut Street in Nashua provides insufficient use of the existing space with limited security. The interview rooms have no secure access and no secure hallway separating staff and clients. The neighborhood is plagued by a shortage of adequate parking for clients and staff, inclusive of on-street parking. Often staff has been threatened when parking on the street adjacent to apartment complexes. The District Office parking lot is also inundated by vehicle break-ins and thefts. Other illicit behavior has also been noted in plain view of the District Office. The new location will remove the District Office from this location to a more business-like neighborhood best suited for clients and staff of the Department.

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

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
October 1, 2009  
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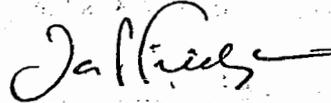
Approval of this new lease agreement will allow the Department to move to a new location, better suited for the distribution the Department's services and in an accessible, secure and confidential environment.

The area serviced by the Nashua District Office is fifty percent of Hillsborough County and partial Rockingham County.

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

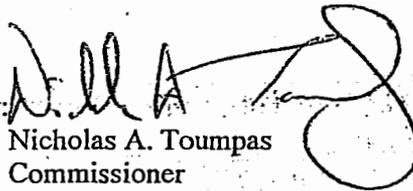
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

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.*

### Request for Proposal

Wanted to rent in Nashua, New Hampshire for a term of five (5) or alternately ten (10) years, approximately 23,900 to 28,750 square feet of space for use by the State of NH Department of Health and Human Services (DHHS) to provide a new District Office. All interested parties must offer the option of either a 5 or 10 year lease term which shall commence after approval by the Governor and Executive Council, with a delay in Tenant occupancy thereafter for completion of construction and/or renovation of no more than twelve (12) months. The space offered must be renovated to meet State's programmatic specifications, which must be reviewed in advance of submitting a Letter of Interest in response to this solicitation. To obtain a copy of these specifications please contact Leon Smith, Administrator, Bureau of Planning and Management, 129 Pleasant Street, Concord, NH 03301, (603 271-4821) or alternately, obtain the specifications by logging on to the State's lease WEB site at: <http://admin.state.nh.us/bpm/index.asp>. Any and all Letters of Interest regarding this request must be received by 2:00 p.m. on Monday, April 14, 2008. The State of NH reserves the right to accept or reject any or all proposals.

#### Ad Placement schedule:

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	<b>Run 1</b>	<b>Run 2</b>
<b>The New Hampshire Union Leader</b>	<b>Friday</b> 3/14/08	<b>Friday</b> 3/21/08
Manchester, NH		
<b>The Telegraph</b>	<b>Friday</b> 3/14/08	<b>Friday</b> 3/21/08
Nashua, NH		

**LEASE SPECIFICS**

**Landlord:** Riverside Properties of Nashua, Inc.  
22 Kehoe Avenue  
Nashua, New Hampshire 03060

**Location:** 5 Pine Street Extension, #6 Mill West  
First and Second Floor  
Nashua, New Hampshire 03060

**Monthly Rent:** Year 1 \$50,007.00  
Year 2 \$50,007.00  
Year 3 \$50,007.00  
Year 4 \$50,007.00  
Year 5 \$50,007.00

**Square Footage:** 32,437

**Square Foot Rate:** Year 1 \$18.50  
Year 2 \$18.50  
Year 3 \$18.50  
Year 4 \$18.50  
Year 5 \$18.50

**Janitorial:** Included in rent

**Utilities:** Included in rent

**Term:** Commencing March 1, 2010  
through February 28, 2015

**Total Rent:** \$3,000,420.00

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 3rd day of September, 2009, by the following parties:

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

Name: Riverside Properties of Nashua, Inc.

(if corporation, give full corporate name)

State of Incorporation: New Hampshire

(if applicable)

Business Address: 22 Kehoe Avenue

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

<u>Nashua</u>	<u>NH</u>	<u>03060</u>	<u>(603) 882-2991</u>
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)

<u>Concord</u>	<u>NH</u>	<u>03301</u>	<u>(603) 271-4213</u>
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: 5 Pine Street Extension, #6 Mill West, First and Second Floor

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

<u>Nashua</u>	<u>NH</u>	<u>03060</u>
City	State	Zip

The demise of the premises consists of approximately 32,437 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 Five years, 4 months year(s), commencing on the 1st day of November, in the year 2009, and ending on the 28th day of February, in the year 2015, 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.~~

*PMB*  
*DSC*

*PMB 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.~~

PMR  
DSC

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

3.4 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. 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) March 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:

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 commencement 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) \_\_\_\_\_

PMR  
DSC

PMR  
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: (insert date) \_\_\_\_\_

PMR  
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 sections 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.

PMR  
DSC

PMR  
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.~~

PMB  
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.~~

PMB  
DSC

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.

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 five 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:

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*) Sixty (60) 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*) Thirty (30) 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.

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

LANDLORD: (give name of either the corporation or the individual) Riverside Properties of Nashua, Inc.

Authorized by: (give full name and title) Peter M. Bonnette  
Peter M. Bonnette, President

**NOTARY STATEMENT:** As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Hillsborough  
UPON THIS DATE (insert full date) 3rd September 2009, appeared before me (print full name of notary) Julie E. Baird the undersigned officer personally appeared (insert Landlord's signature) Peter m. Bonnette who acknowledged him/herself to be (print officer's title, and the name of the corporation) President Riverside Properties of Nashua Inc and that as such Officer, they are authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing him/herself in the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal)  
Julie E Baird 10/22/2013

**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: 10/6/09

Approving Attorney: [Signature]

Approved by the Governor and Executive Council:

Approval date: OCT 21 2009

Signature of the Deputy Secretary of State: [Signature]

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

2013

## EXHIBIT A

1. The TOTAL Demise of Premises for the Tenant (Department of Health and Human Services) shall be 32,437 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 190 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.

EXHIBIT B

RENTAL SCHEDULE

The Premises are comprised of approximately 32,437 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 March 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, property taxes, and water and sewer services for the Premises. The Tenant shall be responsible for making direct, separate payments to the providers of data/telecommunications services for the Premises.

The rent due for the Premises during the five-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	3/1/10 - 2/28/11	\$18.50	\$ 50,007.00	\$600,084.00
Year 2	3/1/11 - 2/29/12	\$18.50	\$50,007.00	\$600,084.00
Year 3	3/1/12 - 2/28/13	\$18.50	\$50,007.00	\$600,084.00
Year 4	3/1/13 - 2/28/14	\$18.50	\$50,007.00	\$600,084.00
Year 5	3/1/14 - 2/28/15	\$18.50	\$50,007.00	\$600,084.00
Total five-year term:				\$3,000,420.00

ATTACHMENT TO EXHIBIT B  
TENTANT'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>
2010	3/1/2010	\$ 18.50	\$ 50,007.00		
	4/1/2010	\$ 18.50	\$ 50,007.00		
	5/1/2010	\$ 18.50	\$ 50,007.00		
	6/1/2010	\$ 18.50	\$ 50,007.00		\$ 200,028.00
	7/1/2010	\$ 18.50	\$ 50,007.00		
2011	8/1/2010	\$ 18.50	\$ 50,007.00		
	9/1/2010	\$ 18.50	\$ 50,007.00		
	10/1/2010	\$ 18.50	\$ 50,007.00		
	11/1/2010	\$ 18.50	\$ 50,007.00		
	12/1/2010	\$ 18.50	\$ 50,007.00		
	1/1/2011	\$ 18.50	\$ 50,007.00		
	2/1/2011	\$ 18.50	\$ 50,007.00	\$ 600,084.00	
	3/1/2011	\$ 18.50	\$ 50,007.00		
	4/1/2011	\$ 18.50	\$ 50,007.00		
	5/1/2011	\$ 18.50	\$ 50,007.00		
	6/1/2011	\$ 18.50	\$ 50,007.00		\$ 600,084.00
	2012	7/1/2011	\$ 18.50	\$ 50,007.00	
8/1/2011		\$ 18.50	\$ 50,007.00		
9/1/2011		\$ 18.50	\$ 50,007.00		
10/1/2011		\$ 18.50	\$ 50,007.00		
11/1/2011		\$ 18.50	\$ 50,007.00		
12/1/2011		\$ 18.50	\$ 50,007.00		
1/1/2012		\$ 18.50	\$ 50,007.00		
2/1/2012		\$ 18.50	\$ 50,007.00	\$ 600,084.00	
3/1/2012		\$ 18.50	\$ 50,007.00		
4/1/2012		\$ 18.50	\$ 50,007.00		
5/1/2012		\$ 18.50	\$ 50,007.00		
6/1/2012		\$ 18.50	\$ 50,007.00		\$ 600,084.00
2013	7/1/2012	\$ 18.50	\$ 50,007.00		
	8/1/2012	\$ 18.50	\$ 50,007.00		
	9/1/2012	\$ 18.50	\$ 50,007.00		
	10/1/2012	\$ 18.50	\$ 50,007.00		
	11/1/2012	\$ 18.50	\$ 50,007.00		
	12/1/2012	\$ 18.50	\$ 50,007.00		
	1/1/2013	\$ 18.50	\$ 50,007.00		
	2/1/2013	\$ 18.50	\$ 50,007.00	\$ 600,084.00	
	3/1/2013	\$ 18.50	\$ 50,007.00		
	4/1/2013	\$ 18.50	\$ 50,007.00		
	5/1/2013	\$ 18.50	\$ 50,007.00		
	6/1/2013	\$ 18.50	\$ 50,007.00		\$ 600,084.00
2014	7/1/2013	\$ 18.50	\$ 50,007.00		
	8/1/2013	\$ 18.50	\$ 50,007.00		
	9/1/2013	\$ 18.50	\$ 50,007.00		
	10/1/2013	\$ 18.50	\$ 50,007.00		
	11/1/2013	\$ 18.50	\$ 50,007.00		

*Handwritten signature*

	12/1/2013	\$	18.50	\$	50,007.00		
	1/1/2014	\$	18.50	\$	50,007.00		
	2/1/2014	\$	18.50	\$	50,007.00	\$	<u>600,084.00</u>
	3/1/2014	\$	18.50	\$	50,007.00		
	4/1/2014	\$	18.50	\$	50,007.00		
	5/1/2014	\$	18.50	\$	50,007.00		
	6/1/2014	\$	18.50	\$	50,007.00	\$	<u>600,084.00</u>
2015	7/1/2014	\$	18.50	\$	50,007.00		
	8/1/2014	\$	18.50	\$	50,007.00		
	9/1/2014	\$	18.50	\$	50,007.00		
	10/1/2014	\$	18.50	\$	50,007.00		
	11/1/2014	\$	18.50	\$	50,007.00		
	12/1/2014	\$	18.50	\$	50,007.00		
	1/1/2015	\$	18.50	\$	50,007.00		
	2/1/2015	\$	18.50	\$	50,007.00	\$	<u>600,084.00</u> \$ <u>400,056.00</u>
Total Rent						\$	<u>3,000,420.00</u> \$ <u>3,000,420.00</u>

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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.

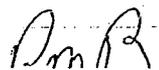


EXHIBIT C  
ATTACHMENT I

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 stall 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**

SERVICE	DAILY	WEEKLY	MONTHLY	QUARTERLY	SEMIANNUALLY	ANNUALLY
<b>Floors (Resilient)</b>						
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			
<b>Walls</b>						
Clean						X
Spot clean (as required)						
Dust (include piping ducts, etc.)				X		
<b>Woodwork and Doors</b>						
Clean						X
Spot clean walls, doors, trim, folding doors, etc. as required						
Dust		X				
<b>Light Fixtures</b>						
Dust			X			
Damp Wipe				X		
Burned-out lights to be replaced as necessary						
<b>Drinking Fountains</b>						
Clean	X					
<b>Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.</b>		X				
<b>Waste Receptacles</b>						
Empty Waste Receptacles	X					
Wash Waste Receptacles			X			
<b>Mat Cleaning</b>	X					
<b>Exterior Doors</b>						
Glass Cleaning, Other		X				
<b>Metal Cleaning and Polishing (as required)</b>						
<b>High Dusting</b>				X		
<b>Toilets</b>						
Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
<b>Vacuum Carpets (spot clean)</b>	X					
<b>Vacuum Carpets</b>		X				
<b>Window Cleaning - Interior and Exterior</b>					X	
Removal and replacement of window screens as necessary						
<b>Skylight Cleaning (where applicable)</b>				X		
<b>Window Covering</b>						
Clean and Re-hang					X	
<b>Carpet Cleaning</b>				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 March 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 First Floor Plan Preliminary Layout and DWG-A2: Tenant Second Floor Plan Preliminary Layout". The Landlord shall 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 First Floor Plan Preliminary Layout
3. DWG-A2: Tenant Second Floor Plan Preliminary Layout
4. DWG-A3: Tenant Large Scale Plans and Details
5. D-1: Sample Door and Hardware Schedule
6. D-2: Hardware Types
7. D-3: Hardware Functions
8. D-4: Sample VCT Graphics

**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.

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

**FROM:** Stephen Lorentzen  
Department of Administrative Services  
Division of Plant and Property Management

**DATE:** November 4, 2016

**SUBJECT:** Attached Lease Amendment;  
Approval respectfully requested

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

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

**LESSOR:** Riverside Properties of Nashua, Inc., 22 Kehoe Avenue, Nashua, NH 03060

**DESCRIPTION:** Lease Amendment: Approval of the enclosed retroactive, sole source amendment will extend the term of the current lease at 3 Pine Street Extension, Suite Q, Nashua NH for 32,437 square feet of office space by up to sixteen months from September 1, 2016 (retroactive) to December 31, 2017 and at an increase in the total rent price of \$820,000.00 to \$4,735,462.00 from \$3,915,462.00. This agreement is retroactive as this office sustained major water damage and was closed since March 2016. This sole source amendment is being requested for the short term to provide continuity of Department services to the public in the Southern area while finalizing the Request for Proposal currently in process. The lease amendment provides the same terms and conditions as the original lease, and includes maintenance of the current lease rate of \$18.96/square foot.

**TERM:** Up to twenty (16) months: September 1, 2016 (retroactive) to not later than December 31, 2017. The Tenant shall have the right of "early termination" of the term after the initial eight months have passed.

**RENT:** Annual rent of \$615,000.00 (\$18.96 per SF) shall be prorated to monthly rate of \$51,250.00/month.

**JANITORIAL:**

**UTILITIES:** Included in annual rent

**TOTAL TERM (16 month) COST:** \$820,000.00 (\$18.96 per SF total cost)

**PUBLIC NOTICE:** Sole-Source amendment of current lease, however any subsequent proposed long term lease will conform to all required admin 600 rules.

**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:  
Division of Plant & Property Management

  
Stephen Lorentzen, Administrator

Approved by:  
Department of Administrative Services

  
Michael Connor, Deputy Commissioner