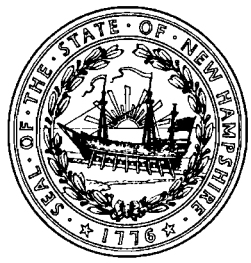
81



New Hampshire Board of Medicine

2 INDUSTRIAL PARK DRIVE, SUITE 8, CONCORD, NH 03301-8520
Tel. (603) 271-1203 Fax (603) 271-6702
TDD Access: Relay NH 1-800-735-2964
WEB SITE: www.nh.gov/medicine

September 26, 2013

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

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals, to enter into a **sole source** Holdover Amendment for up to two (2) months extending the current five-year lease with McCarthy Properties (Vendor Code # 174409), P.O. Box 100 West Wareham MA 02576 for an amount not to exceed $6,270.84 providing continued rental of office space comprised of 3,500 square feet located at 2 Industrial Park Drive, Building A, Concord NH. The agreement will extend the current October 31, 2013 expiration date to no later than December 31, 2013.

Further authorize amending the total contractual price limitation to increase by $6,270.84 from $309,167.04 to $315,437.88; funding is 100% General Funds. Funds shall be contingent upon availability and continued appropriation from the following accounts:

05-74-74-749910-59810000 Health and Social Services/DHHS Admin Attached Boards/HHR: Admin Attached Boards/New Consolidated Boards

	FY 2014
022 – 500248 RENTS LEASES OTHER THAN STATE	$6,270.84

EXPLANATION

This item is **sole source** because the Boards currently occupy rental space from this vendor and the upcoming relocation necessitates an extension to the existing contract. Authorization of the enclosed lease amendment will extend the co-located Boards' (listed above) lease for up to two (2) months at their 3,500 square foot office located at 2 Industrial Park Drive, Building A, Concord, N.H. These co-located Boards are scheduled for relocation to the State's "Philbrook Building" with the move currently scheduled for November 2013. The amendment provides flexibility, however, to cover potential delays by extending the lease for up to two (2) months which is December 31, 2013. The Amendment maintains the current lease rate of $10.75 per square foot and allows early

termination without financial penalty upon issuance of thirty (30) days prior notice; provision of all utilities, site and building maintenance are included in the rent, however, janitorial services are additional cost estimate at $510 per month. The Office of the Attorney General has reviewed and approved the Amendment.

Respectfully submitted,

Penny Taylor

Penny Taylor, Administrator
NH Board of Medicine

Jeanne Clement

Jeanne Clement, Administrative Assistant
NH Board of Dental Examiners

Tina M. Kelley

Tina M. Kelley, Administrator
Office of Allied Health Professionals

AMENDMENT

This Agreement (the "Amendment") is dated this 9TH day of SEPT 2013, and is by and between the State of New Hampshire acting by and through the NH Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals, (the "Tenant") and McCarthy Properties, (the "Landlord") with a place of business at P.O. Box 100, West Wareham, MA 02576.

Whereas, pursuant to a five year lease agreement (the "Agreement") for 3,500 square feet of space located at 2 Industrial Park Drive, Suite 8, Concord NH (the "Premises") first entered into on June 9, 2005 which was retroactively approved by the Governor & Executive Council on August 3, 2005 item #105, and was thereafter amended and approved by the Governor & Executive Council on March 16, 2011 item #109, and was thereafter amended and approved by the Governor & Executive Council on March 28, 2012 item #103, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement which will expire October 31, 2013, and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas: The State of New Hampshire intends to relocate the Tenant to a State Owned building however renovations to the building are not anticipated to be completed until approximately thirty days after the current Agreement expires, and;

Continued short term occupancy in the Premises is cost effective and mutually advantageous for both parties, and extending the Agreement is necessary to allow continued lawful payment of rent, and;

The Landlord is willing to allow continued occupancy under the terms of the current Agreement until the Tenant's relocation and therefore has agreed to extend the expiration date;

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

Amendment of Agreement:

3.1 Term: The expiration date of the current Agreement, October 31, 2013 is hereby amended to terminate no later than two (2) months thereafter, December 31, 2013. During the amended Term the Tenant shall have the option to terminate the Agreement early by serving advance written notice to the Landlord; such notice shall be served at least thirty (30) days prior to termination.

4.1 Rent: The current annual rent of $37,625.04 which is approx. $10.75 per square foot, shall remain unchanged, prorated to a monthly rent of $3,135.42 which shall be due on the first day of the month during the amended term unless the Agreement is sooner terminated. If the Tenant issues early termination notification which results in less than a full calendar month of rent being due, the rent shall be prorated to a daily rate of $104.51 which shall be applied towards the number of rental days in the final calendar month. The total amount of rent to be paid under the terms of this agreement shall not exceed two (2) months which is $6,270.84.

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

During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million ($1,000,000) per occurrence and not less than two million ($2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than four million ($4,000,000) each occurrence. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the

policies.

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.

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

TENANT: State of New Hampshire, acting through its:
Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals

By Perry Taylor, Boards of Medicine, Optometry, Podiatry & Nursing Home Administrators

By Jeanne G. Clement, Board of Dental Examiners

By Tim Kelley, Office of Licensed Allied Health Professionals

LANDLORD: McCarthy Properties

By _____
Signature

Print Gerald McCarthy - owner
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: Massachusetts COUNTY OF: Plymouth
UPON THIS DATE *(insert full date)* 9/19/13,
appeared before me Billie R Smith the undersigned officer
(print full name of notary)
personally appeared *(insert Landlord's signature)* _____
who acknowledged him/herself to be: owner
(print officer's title, and the name of the corporation)
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)*

_____

BILLIE R. SMITH
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 13, 2018

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

By: Jeanne P. Herrick, ~~Assistant~~ Attorney ~~General~~, on 19 Sept. 2013
Jeanne P. Herrick

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/12/2013

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

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

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Robin McAfee
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: rmcafee@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Ins Group	
INSURER B: Hanover Insurance Group, Inc.	22292
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
GERALD P MCCARTHY DBA
Gerald P. McCarthy Properties
PO BOX 100
WEST WAREHAM MA 02576

COVERAGES CERTIFICATE NUMBER: CL1353086198 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			OBV9109541	4/25/2013	4/25/2014	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UHV9124040	4/25/2013	4/25/2014	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional certificate holders: Board of Dental Examinors & The Office of Allied Health Professionals.
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

NH Board of Medicine, Board of Nursing-Home Administrators; Board of Podiatry
Board of Optometry;
2 Industrial Park Drive
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

M Hendershot, CIC/MH4 Meredith J. Hendershot

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 GERALD P. MCCARTHY PROPERTIES is a New Hampshire trade name registered on April 3, 1997 and that Gerald P. McCarthy presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of September, A.D. 2013

William M. Gardner
Secretary of State

McCARTHY PROPERTIES

P.O. Box 100
West Wareham, MA 02576

(508) 291-1161
(508) 273-0017 Fax

September 9, 2013

CERTIFICATE OF AUTHORITY

I Gerald P. McCarthy certify that I am authorized to execute and sign all leases on behalf of McCarthy Properties including the lease for the State of New Hampshire Division of Adult Learning and Rehabilitation located at 2 Industrial Park Drive, Concord, NH.

Gerald P. McCarthy

NOTARY STATEMENT: As Notary Public registered in the State of Massachusetts, the County of Plymouth, upon this date of September 9, 2013 the above named Gerald P. McCarthy appeared before me and acknowledged the above CERTIFICATE OF AUTHORITY.

In witness whereof I hereunto set my hand and official seal.

9/9/13

BILLIE R. SMITH
Notary Public
Commonwealth of Massachusetts
My Commission Expires
July 13, 2018

DEPARTMENT OF ADMINISTRATIVE SERVICES
SYNOPSIS OF ENCLOSED LEASE CONTRACT

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

DATE: October 1, 2013

SUBJECT: Attached Lease;
Approval respectfully requested

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

LESSEE: Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals, 2 Industrial Park Drive, Suite 8, Concord NH

LESSOR: McCarthy Properties, P.O. Box 100 West Wareham MA 02576

DESCRIPTION: Lease "Hold-Over" Amendment: Approval of the enclosed will authorized continued short-term rental of 3,500 square feet of space shared by the Boards listed above located at 2 Industrial Park Drive, Suite 8, Concord NH. The additional time provided by this amendment will allow these Boards to remain in their current space until their scheduled relocation to the State's Philbrook building at 121 South Fruit Street, Concord NH

TERM: Two (2) months: October 31, 2013 expiration extended to no later than December 31, 2013. Term flexibility for accommodating "move" date provided by clause allowing early Tenant termination

RENT: The current rate of $10.75 per square foot which is $37,625.04 annually shall remain unchanged, prorated to $3,135.42 per month.

JANITORIAL: included in annual rent
UTILITIES: included in annual rent

TOTAL RENT: Not to exceed Two (2) months which is $6,270.84

PUBLIC NOTICE: Sole-Source amendment of current lease. During the extended term the Boards will relocate to space currently being renovated for their use at the State's Philbrook building.
CLEAN AIR PROVISIONS: None applicable to an amended term
BARRIER-FREE DESIGN COMMITTEE: No review required for an amended term

OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management

Mary Belecz, Administrator II

Approved by:
Department of Administrative Services

Michael P Connor

Michael Connor, Deputy Director

New Hampshire Board of Medicine

2 INDUSTRIAL PARK DRIVE, SUITE 8, CONCORD, NH 03301-8520
Tel. (603) 271-1203 Fax (603) 271-6702
TDD Access: Relay NH 1-800-735-2964
WEB SITE: www.nh.gov/medicine

G&C Approval 3-16-2011 Item #109

February 16, 2012

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

REQUESTED ACTION

Authorize the Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals to enter into a **SOLE SOURCE** Holdover Amendment with McCarthy Properties (Vendor #174409), P.O. Box 100 West Wareham MA 02576, to extend the lease and increase the contract for an amount not to exceed $50,166.72 from $259,000.32 to $309,167.04, for office space housing the six boards listed below comprised of 3,500 square feet located at 2 Industrial Park Drive, Suite 8, Concord NH, from July 1, 2012 through October 31, 2013. Funds shall be contingent upon the availability and continued appropriation of funds. 99% General Funds, 1% Other (Impaired Physician Program/Xeroxing fees).

	FY13	Sq. Ft.
05-74-74-740510-7400, HHS Attached Boards, Board of Medicine Administration	$12,712.52	1,350
05-74-74-741010-7410, HHS Attached Boards, Board of Optometry	2,300.00	172
05-74-74-741510-7415, HHS Attached Boards, Board of Registration in Podiatry	2,800.00	144
05-74-74-742010-7420, HHS Attached Boards, Nursing Home Examination Board	1,000.00	84
05-74-74-745010-7450, HHS Attached Boards, Board of Dental Examiners	9,406.26	875
05-74-74-742510-7425, HHS Attached Boards, Office of Allied Health Professionals	9,406.26	875
	$37,625.04	

	FY14	Sq. Ft.
05-74-74-740510-7400, HHS Attached Boards, Board of Medicine Administration	$ 4,237.51	1,350
05-74-74-741010-7410, HHS Attached Boards, Board of Optometry	766.67	172
05-74-74-741510-7415, HHS Attached Boards, Board of Registration in Podiatry	933.33	144
05-74-74-742010-7420, HHS Attached Boards, Nursing Home Examination Board	333.33	84
05-74-74-745010-7450, HHS Attached Boards, Board of Dental Examiners	3,135.42	875
05-74-74-742510-7425, HHS Attached Boards, Office of Allied Health Professionals	3,135.42	875
	$12,541.68	

022-500248 Rent to Owners Non-State Space

EXPLANATION

The above mentioned Boards first entered into a five-year lease agreement with McCarthy Properties for 3,500 square feet of office space located at 2 Industrial Park Drive, Suite 8, Concord NH on June 9, 2005 which was retroactively approved by the Governor and Executive Council on August 3, 2005 item #105. The lease agreement was thereafter amended to provide an additional year of occupancy on January 29, 2010 which was approved by the Governor and Executive council on March 10, 2010 item #114, which expired on June 30, 2011. The lease agreement was thereafter amended to provide an additional year of occupancy on January 21, 2011 which was approved by the Governor and Executive Council on March 16, 2011 item #109, which is due to expire on June 30, 2012. Due to uncertainty regarding the State's long term plans for certain Boards and Commissions it would be imprudent to undertake a request for proposal process for a long term new or renewal lease at this time, however continued short term rental of this location is needed, therefore approval of the enclosed **SOLE SOURCE** amendment is requested. The amendment extends the current annual rent of $37,625.04, prorated to a monthly rent of $3,135.42, which is approx. $10.75 per square foot for up to sixteen (16) months, and also provides the Tenant with an option for early termination upon serving thirty (30) days prior written notice to the Landlord. Provision of all utilities, site and building maintenance is included in the annual rent; however janitorial services are additional cost estimated at $8,000 for the sixteen month term. A copy of the original lease is attached.

The Office of the Attorney General has reviewed and approved this agreement.

Respectfully submitted,

Penny Taylor

Penny Taylor, Administrator
NH Board of Medicine

Jeanne Clement

Jeanne Clement, Administrative Assistant
NH Board of Dental Examiners

Tina M Kelley

Tina M. Kelley, Administrator
Office of Allied Health Professionals

\pt
Enclosure

RECEIVED

FEB 02 2012

NH BOARD

AMENDMENT

This Agreement (the "Amendment") is dated this 2ND day of FEB. 2012, and is by and between the State of New Hampshire acting by and through the NH Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals, (the "Tenant") and Gerald P McCarthy Properties, (the "Landlord") with a place of business at P.O. Box 100, West Wareham, MA 02576.

Whereas, pursuant to a five year lease agreement (the "Agreement") for 3,500 square feet of space located at 2 Industrial Park Drive, Suite 8, Concord NH (the "Premises") first entered into on June 9, 2005 which was retroactively approved by the Governor & Executive Council on August 3, 2005 item #105, and was thereafter amended which was approved by the Governor & Executive Council on March 16, 2011 item #109, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement which will expire June 30th, 2012, and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas: The State of New Hampshire wishes to relocate the Tenant to a State Owned building however the new location may not be ready for occupancy until approximately October 31, 2013, however the term of the current Agreement expires well in advance of this date, and;

Continued short term occupancy in the Premises is cost effective and mutually advantageous for both parties, and extending the Agreement is necessary to allow continued lawful payment of rent, and;

The Landlord is willing to allow continued occupancy under the terms of the current Agreement until the Tenant's estimated date of relocation and therefore has agreed to extend the expiration date for up to sixteen (16) months, during which time the Tenant will have the option for early termination upon advance notice;

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

Amendment of Agreement:

3.1 Term: The expiration date of the current Agreement, June 30, 2012 is hereby amended to terminate no later than sixteen (16) months thereafter, October 31, 2013. During the amended Term the Tenant shall have the option to terminate the Agreement early by serving advance written notice to the Landlord; such notice shall be served at least thirty (30) days prior to termination.

4.1 Rent: The current annual rent of $37,625.04 which is approx. $10.75 per square foot, shall remain unchanged, prorated to a monthly rent of $3,135.42 which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable upon July 1, 2012 and shall continue to be paid on the 1st day of each month during the amended term unless the Agreement is sooner terminated. The total amount of rent to be paid under the terms of this agreement shall not exceed sixteen (16) months which is $50,166.72.

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

During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million ($1,000,000) per occurrence and not less than two million ($2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than four million ($4,000,000) each occurrence. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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

TENANT: State of New Hampshire, acting through its:
Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals

By Perry Taylor, Boards of Medicine, Optometry, Podiatry & Nursing Home Administrator

By Jeanne P. Clement, Board of Dental Examiners

By Tina M Kelley, Office of Licensed Allied Health Professionals

LANDLORD: Gerald P McCarthy Properties

By Gerald P. McCarthy
Signature

Print Gerald McCarthy owner
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Merrimack
UPON THIS DATE *(insert full date)* Feb. 2, 2012,
appeared before me Leanne M. Lavoie the undersigned officer
(print full name of notary)
personally appeared *(insert Landlord's signature)* Gerald P. McCarthy
who acknowledged him/herself to be: Owner
(print officer's title, and the name of the corporation)
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)*

Leanne M. Lavoie

LEANNE M. LAVOIE, Notary Public
My Commission Expires August 22, 2012

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

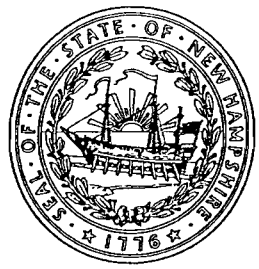
By: Elyse Allen, Assistant Attorney General, on 2/14/12

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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.



New Hampshire Board of Medicine

2 INDUSTRIAL PARK DRIVE, SUITE 8, CONCORD, NH 03301-8520
Tel. (603) 271-1203 Fax (603) 271-6702
TDD Access: Relay NH 1-800-735-2964
WEB SITE: www.nh.gov/medicine

G&C Approval 3/16/11 Item #109

February 16, 2011

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

REQUESTED ACTION

Authorize the Board of Medicine, Board of Dental Examiners and Office of Allied Health Professionals to enter into a sole source Holdover Amendment for up to twelve (12) months with McCarthy Properties (Vendor Code # 174409), P.O. Box 100 West Wareham MA 02576 for an amount not to exceed $37,625.04 for office space housing the six boards listed below comprised of 3,500 square feet located at 2 Industrial Park Drive, Suite 8, Concord NH. The agreement will commence July 1, 2011 and expire no later than June 30, 2012.

Further authorize amending the total contractual price limitation to increase by $37,625.04 from $221,375.28 to $259,000.32. Funds shall be contingent upon the availability and continued appropriation of funds, available from the following FY 2012 accounts comprised of 99% General Funds, 1% Impaired Physician Program and Agency income from Xeroxing costs.

	FY12	Sq. Ft.
05-74-74-740510-7400, HHS Attached Boards, Board of Medicine Administration	$12,712.52	1,240
05-74-74-741010-7410, HHS Attached Boards, Board of Optometry	2,300.00	224
05-74-74-741510-7415, HHS Attached Boards, Board of Registration in Podiatry	2,800.00	273
05-74-74-742010-7420, HHS Attached Boards, Nursing Home Examination Board	1,000.00	98
05-74-74-745010-7450, HHS Attached Boards, Board of Dental Examiners	9,406.26	918
05-74-74-742510-7425, HHS Attached Boards, Office of Allied Health Professionals	9,406.26	918
	$37,625.04	

022-500248 Rent to Owners Non-State Space

EXPLANATION

The above mentioned Boards first entered into a five-year lease agreement with McCarthy Properties for 3,500 square feet of office space located at 2 Industrial Park Drive, Suite 8, Concord NH on June 9, 2005 which was retroactively approved by the Governor and Executive Council on August 3, 2005 item #105. The lease agreement was thereafter amended to provide an additional year of occupancy on January 29, 2010 which was approved by the Governor and Executive council on March 10, 2010 item #114, which is due to expire on June 30, 2011. Due to uncertainty regarding the State's long term plans for certain Boards and Commissions it would be imprudent to undertake a request for proposal process for a long term new or renewal

lease at this time, however continued short term rental of this location is needed, therefore approval of the enclosed sole source amendment is requested. The amendment extends the current annual rent of $37,625.04 which is approx. $10.75 per square foot for up to twelve (12) months, and also provides the Tenant with an option for early termination upon serving thirty (30) days prior written notice to the Landlord. Provision of all utilities, site and building maintenance is included in the annual rent; however janitorial services are additional cost estimated at $6,000 for the twelve month term. A copy of the original lease is attached.

The Office of the Attorney General has reviewed and approved this agreement.

Respectfully submitted,

Penny Taylor

Penny Taylor, Administrator
NH Board of Medicine

Jeanne S. Clement

Jeanne Clement, Administrative Assistant
NH Board of Dental Examiners

T M Kelley

Tina M. Kelley, Administrator
Office of Allied Health Professionals

\pt
Enclosure

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated this 21 day of January, 2011, and is by and between the State of New Hampshire acting by and through the NH Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals (hereinafter referred to as the Tenant) and Gerald P McCarthy Properties, (hereinafter referred to as the "Landlord") with a place of business at P.O. Box 100, West Wareham, MA 02576.

Whereas, pursuant to a five year lease agreement for 3,500 square feet of space located at 2 Industrial Park Drive, Concord NH (hereinafter called the "Agreement") which was first entered into on June 9, 2005 and retroactively approved by the Governor & Executive Council on August 3, 2005 item #105, which was thereafter amended to provide an additional year of occupancy on January 29, 2010 and approved by the Governor & Executive Council on March 10, 2010 item #114, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement which commenced July 1, 2005 and will expire June 30, 2011, and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the State of New Hampshire is planning to consolidate certain Boards and Commissions in the future but will be unable to undertake this action prior to the expiration of the term, and;

Continued short term occupancy in the current location is cost effective and mutually advantageous to both parties, and necessary to allow continued lawful payment of rent, and;

The Landlord is willing to allow up to twelve (12) months of continued occupancy under the terms of the originating lease Agreement during which time the Tenant shall have an option to terminate prior to the scheduled expiration date upon delivering advance thirty (30) days written notice to the Landlord, and;

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

Amendment of Agreement:

3.1 Term: The expiration date of the current Agreement, June 30, 2011 is hereby amended to terminate no later than twelve (12) months thereafter, June 30, 2012. During the amended Term the Tenant shall have the option to terminate the Agreement early by serving advance written notice to the Landlord; such notice shall be served at least thirty (30) days prior to termination.

4.1 Rent: The current annual rent of $37,625.04 which is approx. $10.75 per square foot, shall remain unchanged prorated to a monthly rent of $3,135.42 which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable upon July 1, 2012 and shall continue to be paid on the 1st day of each month during the amended term unless the Agreement is sooner terminated. The total amount of rent to be paid under the terms of this agreement shall not exceed twelve (12) months which is $37,625.04.

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

During the Term and any extension thereof, the Landlord shall at it's sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million ($1,000,000) per occurrence and not less than two million ($2,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than four million ($4,000,000) each occurrence. The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. The Landlord shall deposit with the Tenant certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which shall be attached and are incorporated herein by reference. During the Term of the Agreement the Landlord shall furnish the Tenant with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.

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.

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

TENANT: State of New Hampshire, acting through its: Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners, and Office of Allied Health Professionals:

By Perry Taylor, Boards of Medicine, Podiatry, Optometry and Nursing Home Administrators

Jeanne S. Clement NH Dental Board

Tina M Kelley, Allied Health Professionals

LANDLORD: Gerald P McCarthy Properties

By _____
Signature

Print owner
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: Massachusetts, COUNTY OF: Plymouth
UPON THIS DATE *(insert full date)* 1/31/11,
appeared before me Jessica Blackledge the undersigned officer
(print full name of notary)
personally appeared *(insert Landlord's signature)* _____

who acknowledged him/herself to be: owner
(print officer's title, and the name of the corporation)
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)*

JESSICA ANN BLACKLEDGE
Notary Public
Massachusetts
Commission Expires Jan 27, 2017

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

By: _____, Assistant Attorney General, on 2/4/11

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

New Hampshire Board of Medicine

2 INDUSTRIAL PARK DRIVE, SUITE 8, CONCORD, NH 03301-8520
Tel. (603) 271-1203 Fax (603) 271-6702
TDD Access: Relay NH 1-800-735-2964
WEB SITE: www.nh.gov/medicine

G&C Approval 3/10/10 Item #114

February 18, 2010

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

REQUESTED ACTION

The Board of Medicine, Board of Dental Examiners and Office of Allied Health Professionals request approval to amend the current lease agreement with McCarthy Properties, 26 Sheep Davis Road, Concord, New Hampshire (Vendor Code 174409), by increasing the current contract amount by $37,625.04 from $183,750.24 to $221,375.28 for office space for the six boards listed below. This amendment extends the current contract for a period not to exceed twelve (12) months (FY11) commencing July 1, 2010 through June 30, 2011. 99% General Funds; 1% Impaired Physician Program and Agency income from Xeroxing costs. Funds are available in the following accounts for FY 2011:

	FY11	Sq. Ft
05-74-74-740510-7400, HHS Attached Boards, Board of Medicine Administration	$12,712.52	1240
05-74-74-741010-7410, HHS Attached Boards, Board of Optometry	2,300.00	224
05-74-74-741510-7415, HHS Attached Boards, Board of Registration in Podiatry	2,800.00	273
05-74-74-742010-7420, HHS Attached Boards, Nursing Home Examination Board	1,000.00	98
05-74-74-745010-7450, HHS Attached Boards, Board of Dental Examiners	9,406.26	918
05-74-74-742510-7425, HHS Attached Boards, Office of Allied Health Professionals	9,406.26	918

022-500248 Rent To Owners Non-State Space

EXPLANATION

The above mentioned Boards have a five-year lease agreement with McCarthy Properties first entered into on June 9, 2005 which was retroactively approved by the Governor and Executive Council on August 3, 2005 item #105 and will expire on June 30, 2010 for the existing location at 2 Industrial Park Drive, Concord, New Hampshire. Due to the uncertainty regarding the State of New Hampshire's long term plans for certain "Boards and Commissions" it would be imprudent to enter into a long term lease renewal for the Boards, however continued short term occupancy is advantageous for both parties. This amendment to the lease agreement allows the Boards to terminate the lease, if necessary, in advance of the scheduled expiration date upon delivering a written notice to McCarthy Properties.

The Lease Agreement has been approved by the Attorney General's Office and the requirements have been met under the Barrier Free design code of the Governor's Commission on Disability. The Clean Air requirements of RSA 10-B have been addressed. Liability insurance requirements according to RSA 541-B have also been reviewed. Also, all of the requirements of the Bureau of Planning and Management have been satisfied.

Attached is the lease agreement with McCarthy Properties, which has been accepted by the Boards. Your approval of this request will be appreciated.

Respectfully submitted,

Penny Taylor

Penny Taylor, Administrator
NH Board of Medicine

Marat J. Morrill

Marat Morrill, Administrative Assistant
NH Board of Dental Examiners

Tina M. Kelley

Tina M. Kelley, Administrator
Office of Allied Health Professionals

\pt
Enclosure

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated this 29th day of January, 2010, and is by and between the State of New Hampshire acting by and through the NH Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals (hereinafter referred to as the "Tenant") and McCarthy Properties, (hereinafter referred to as the "Landlord") with a place of business at P.O. Box 100, West Wareham, MA 02576.

Whereas, pursuant to an initial five year lease agreement (hereinafter called the "Agreement") first entered into on June 9, 2005 which was retroactively approved by the Governor & Executive Council on August 3, 2005 item #105, the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement which commenced July 1, 2005 and will expire June 30th, 2010, and in consideration of payment by the Tenant of certain sums as specified therein, and;

Whereas, due to uncertainty regarding the State of New Hampshire's long term plans for certain "Boards and Commissions" it would be imprudent to enter into a long term lease renewal for the Tenant, however continued short term occupancy is advantageous for both parties, and;

The Landlord is willing to allow up to twelve (12) months of continued occupancy under the terms of the current Agreement during which time the Tenant shall be allowed to terminate in advance of the scheduled expiration date upon delivering written notice to the Landlord, and;

Amendment of the current Agreement to provide delay in the expiration of the current term is necessary to allow the Tenant to continue lawful payment of rent while continuing occupancy,

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

Amendment of Agreement:

3.1 Term: The expiration date of the current Agreement, June 30th 2010 is hereby amended to terminate no later than twelve (12) months thereafter, July 1, 2011. During the amended Term the Tenant shall have the option to terminate the Agreement early by serving no less than thirty (30) days advance written notice to the Landlord. Such notice shall be given in compliance with the terms and conditions of the Agreement herein.

4.1 Rent: The current annual rent of $37,625.04 (approx. $10.75 per square foot), shall remain unchanged, prorated to a monthly rent of $ 3,135.42 which shall be due on the first day of the month during the amended term. The first monthly installment shall be due and payable upon July 1, 2010 and shall continue to be paid on the 1st day of each month during the amended term unless the Agreement is terminated early. In the event of the Tenant exercising their option of advance termination the rent due to the Landlord for the last month of occupancy shall be paid no later than thirty (30) days after the Tenant vacates the premises. The total amount of rent to be paid under the terms of this agreement shall not exceed twelve (12) months which is $37,625.04.

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.

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

TENANT: State of New Hampshire, acting through its: Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners, and Office of Allied Health Professionals

Authorized By Perry Taylor, Board of Medicine
Marat Moniel, Dental Board
Tina M Kelley, Allied Health

LANDLORD: McCarthy Properties

By _____
Signature

Print Jim McCarthy
Name & Title

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Merrimack UPON THIS DATE (insert full date) January 27, 2010, appeared before me (print full name of notary) Leanne M. Lavoie the undersigned officer personally appeared (insert Landlord's signature) _____ who acknowledged him/herself to be: (print officer's title, and the name of the corporation Jim McCarthy 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)

LEANNE M. LAVOIE, Notary Public
My Commission Expires August 22, 2012

_____

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

By _____, ~~Assistant~~ Attorney ~~General~~, on 2/5/10

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

New Hampshire Board of Medicine

2 INDUSTRIAL PARK DRIVE, SUITE 8, CONCORD, NH 03301-8520
Tel. (603) 271-1203 Fax (603) 271-6702
TDD Access: Relay NH 1-800-735-2964
WEB SITE: www.state.nh.us/medicine

G&C
Approval
8/3/05
Item#105

July 12, 2005

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

REQUESTED ACTION

The Board of Medicine requests retroactive approval of the attached lease for office space for the six boards listed below with McCarthy Properties, 26 Sheep Davis Road, Concord, New Hampshire (Vendor Code 66003), in the amount of $183,750.24 for a 5-year period ($35,875.08 for FY06 and FY07, $36,750.00 for FY08, $37,625.04 for FY09 and FY10) commencing July 1, 2005, through June 30, 2010. Funds will be available in the following accounts, pending budget authorization for FY08 through FY 2010:

Board	Appropriation	FY06&07	FY08	FY09&10
Board of Medicine	010-074-7400-022	$11,837.54	$12,275.00	$12,712.52
Board of Registration in Optometry	010-074-7410-022	2,300.00	2,300.00	2,300.00
Board of Registration in Podiatry	010-074-7415-022	2,800.00	2,800.00	2,800.00
Board of Exam. of Nursing Home	010-074-7420-022	1,000.00	1,000.00	1,000.00
Board of Dental Examiners	010-074-7450-022	8,968.77	9,187.50	9,406.26
Office of Allied Health Professionals	010-074-7425-022	8,968.77	9,187.50	9,406.26

EXPLANATION

Due to an administrative oversight, the bidding process started late in FY 2005. These Boards had a lease agreement with McCarthy Properties that expired on June 30, 2005 for our existing location at 2 Industrial Park Drive, Concord, New Hampshire.

The Lease Agreement has been approved by the Attorney General's Office and the requirements have been met under the Barrier Free design code of the Governor's Commission on Disability. The Clean Air requirements of RSA 10-B have been addressed. Liability insurance requirements according to RSA 541-B have also been reviewed. Also, all of the requirements of the Bureau of Planning and Management have been satisfied.

The Boards advertised for bids in the Concord Monitor on Friday, May 20, 2005 and Friday, May 27, 2005. The Boards received bids from McCarthy Properties and Norton Asset Management, both of Concord, New Hampshire. McCarthy Properties submitted the lowest bid of $183,750.24 for a 5-year period. Norton Asset Management submitted a bid of $73,804.50 for the first year, and indicated that they would adjust annually thereafter for upward charges in the Consumer Price Index. Attached is the lease agreement with McCarthy Properties, which has been accepted by the Boards.

Your approval of this request will be appreciated.

Respectfully submitted,

Penny Taylor

Penny Taylor, Administrator
NH Board of Medicine

Tina M Kelley

Tina M. Kelley, Administrative Assistant
NH Board of Dental Examiners

Veronique C Soucy

Veronique C. Soucy, Administrative Assistant
Office of Allied Health Professionals

\pt
Enclosure

P&P WHSE STOCK NO. 4405
FORM – P.44
REV. 02/1999

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 _____ day of June 2005, by the following parties:

1.1 **The Lessor** (who is hereinafter referred to as the "Landlord") is:
Name: McCarthy Properties
(if corporation, give full corporate name)
State of Incorporation: _____
(if applicable)
Business Address: PO Box 100
Street Address *(if corporation, give principal place of business)*

West Wareham	MA	02576	(603) 228 – 8840
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: Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals
Address: 2 Industrial Parke Dr., suite 8,
Street Address *(official location of Tenant's business office)*

Concord	NH	03301-8520	(603) 271-1203
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: 2 Industrial Park Drive, Suite 8 ;

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

Concord	NH	03101 ;
City	State	Zip

The demise of the premises consists of: approx. 3,500 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 5 years, commencing on the 1st day of July, in the year 2005, and ending on the 30th day of June, in the year 2010, 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.

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 _____, except that Tenant's obligation to pay rent shall not commence until the premises are available for full occupancy. The date for termination of the term shall be extended for the same number of days as set forth herein. If the premises are not completed and available for full occupancy by the Tenant after the number of days has passed, the Tenant shall exercise options for remedy contained under the provisions herein.

3.3 Extension of Term: The Tenant shall have the option to extend the Term for *(insert text)* NO Additional term(s) of 0 year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance written notice to the Landlord no latter 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:
Not withstanding 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)* See Exhibit B . 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". **See exhibit B for Rental Schedule.**

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 commencements of the Term, shall be paid to the Landlord. This percentage shall be hereinafter referred to as the "Tenant's Prorated Share" and shall be as defined in section 4.2.3 herein. Operating Expenses shall be defined for the purpose of this Lease as follows: *(insert definition in the space provided, or define in "Exhibit B" herein)* _____

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)* _____.

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.

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.

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.

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:

☑ 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) The Landlord shall be responsible for the provision of all utilities and the cost thereof. The Tenant shall however, be responsible for direct payment of their telecommunications and data services bills. 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 and meeting space for the State of NH Boards listed in part 1.2 herein, and their invitees and visitors 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, public lobbies, and restrooms, and including all hallways, passageways, stairways, and elevators 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 provision of any and all pest control which may be necessary within the leased facility. Maintenance to areas or equipment which provide compliance with the Federal "American's with Disabilities Act" and the State of New Hampshire's "Clean Air Standards" (RSA 10:B) shall be performed regularly and with due diligence, in order to insure continuity of compliance with these laws. All Heating and Ventilation System air ducts shall be cleaned, and all air filters replaced, on a quarterly basis. Maintenance within the Premises is to include the complete repainting of all interior spaces once every three years of the Term, if the requested by the Tenant.

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 it 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.

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

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

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 it's sole cost and expense, maintain with respect to the Premises and the property of which the Premises are a part, comprehensive general liability insurance against all claims of bodily injury, death, or property damage occurring on (or claimed to have occurred on) in or about the Premises. All such insurance shall cover both the Landlord and Tenant (who is to be listed as "additionally insured" within the policy) against liability. Such insurance is to provide minimum protection, in limits of not less than two hundred fifty thousand ($250,000.00) per claim and 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".

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.

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 five days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

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

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

19. **Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and surrender the Premises to the Landlord, together with all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property and shall repair any damage caused by such removal. The Tenant's obligations to observe or perform the covenants contained herein shall survive the expiration or termination of this Lease.

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

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

22. **Miscellaneous:**

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

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

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

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

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

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

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

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

22.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease are set forth in Exhibit E attached hereto.

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

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

TENANT: The State of New Hampshire, acting through its': Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals

Authorized by: *(give full name and title)* Perry Taylor Administrator
Tina M Kelley, Admin Asst., Veronique C. Soucy Admn Ass'T

LANDLORD: *(give name of either the corporation or the individual)* McCarthy Properties

Authorized by: *(give full name and title)* Gerald P. McCarthy
Gerald P. McCarthy, Owner

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Merrimack
UPON THIS DATE *(insert full date)* June 9, 2005, appeared before me *(print full name of notary)* Patricia M. Edes the undersigned officer personally appeared *(insert Landlord's signature)* Gerald P. McCarthy
who acknowledged him/herself to be *(print officer's title, and the name of the corporation* Owner, McCarthy Properties 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)*
Patricia M. Edes

PATRICIA M. EDES, Notary Public
My Commission Expires March 19, 2008

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: 7/5/05

Approving Attorney: [signature]

Approved by the Governor and Executive Council:

Approval date: _____

Signature of the Deputy Secretary of State: _____

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

EXHIBIT A

Exhibit A: *Replace this page with an accurate floor plan of the leased premises, labeled "Exhibit A". Illustrate the extent of the premises that are for the Tenant's exclusive use, making notation of any shared space such as entrance lobbies, stairs, elevators or rest rooms.*

Exhibit A: Demise of Premises for State of NH Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals

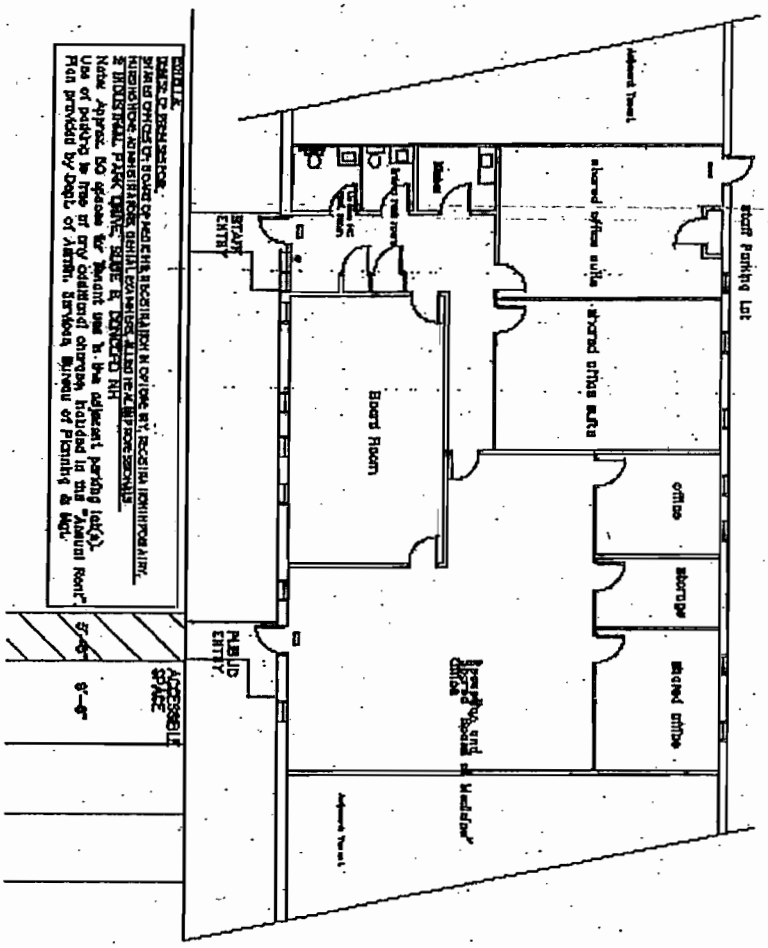


EXHIBIT B

Exhibit B: *If the annual rent is not as defined in section 4.1 herein, provide a monthly rental schedule of annual payments due during the initial Term, and during any optional extensions to the Term. Document any and all supplemental provisions that define or effect the annual rent.*

FIVE-YEAR ANNUAL RENTAL SCHEDULE:

The Premises are comprised of approximately 3,500 square feet of space (as set forth in "Section 2" and "Exhibit A" herein). The rent due for the Premises throughout the five year Term is set forth in the following rental schedule:

YEAR	RATE PER SQ. FT.	MONTHLY RENT		ANNUAL RENT
1) 06/30/05 – 07/01/06	$10.25	$2,989.59	=	$35,875.08
2) 06/30/06 – 07/01/07	$10.25	$2,989.59	=	$35,875.08
3) 06/30/07 – 07/01/08	$10.50	$3,062.50	=	$36,750.00
4) 06/30/08 – 07/01/09	$10.75	$3,135.42	=	$37,625.04
5) 06/30/09 – 07/01/10	$10.75	$3,135.42	=	$37,625.04
	TOTAL COST OF THE FIVE-YEAR TERM:			**$183,750.24**

Commencement of Rental Payments:

Subject to the provisions of section "3.4 Conditions on the Commencement and Extension of Term" as set forth herein, the Tenant shall pay rent in monthly installments (as set forth above) with the first installment due and payable on July 1, 2005; monthly rent shall continue to be due and payable upon the first day of each month throughout the Term.

EXHIBIT C`
JANITORIAL SERVICES:

1. The Tenant shall be responsible for the provision of all janitorial services to the Premises throughout the Term. The Tenant's Janitorial services provider shall however have the right to utilize the Landlord's on site trash dumpster for the purpose of daily disposal of office rubbish collected from the Premises.

2. The forgoing provision not withstanding, the Landlord shall be responsible for the following services:

   a. Replace all HVAC filters and clean and empty all condensate pans on a quarterly basis; and

   b. Bi-Annual washing of all window surfaces (both interior and exterior) throughout the premises; and

   c. The Landlord shall be responsible for the timely replacement of all expired light fixtures, lamps and/or ballasts throughout the premises.

3. Grounds Maintenance: In addition to the provision of all services specified herein in section 8.1 "Maintenance", the Landlord shall at his own expense maintain the outside grounds of the Premises in a neat and appropriate manner, including the timely plowing of all exits, entrances, common passage and parking areas. All walkways and access aisles to and from the entrances to the premises shall be kept clear and free of any obstructions, including the timely removal of snow.

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 Access Committee" in "Exhibit G" herein.** *Specify any alterations not listed in "Exhibit G" that will be made in order to provide "barrier-free" access.*

The Landlord (at the landlord's sole expense) shall provide the following renovations no later than thirty (30) days after the commencement of the Term herein.

- The pipes below the sink in the "accessible" rest room shall be insulated
- The raised letter and brail signs currently located on each rest room door shall be relocated to comply with barrier-free codes, they shall be mounted on the wall adjacent to the latch side of each door, with the lower edge of the sign at 60" high, and the center line of the sign 18" from the door frame.
- Raise the height of the signs designating the accessible parking spaces; the lower edge of each sign shall be 60" above the ground.

The Tenant shall (at the Tenant's sole expense) remove and/or relocate existing furniture and equipment, which currently impedes or blocks the accessible path of travel in various areas of the Premises. The removal or relocation of all such items shall be completed no later than 30 days after the commencement of the Term herein.

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 State of NH Department of Environmental Services" rules He-P 1804.01 through He-P 1804.05, will be performed at the premises after lease inception and the completion of any and all renovations.

No later than thirty (30) days after the completion of all renovations, the Landlord (at Landlord's sole expense) shall be responsible for hiring technicians (who meet "Environmental Services " criteria of professional accreditation) to complete the required State of New Hampshire "Clean Air" test, adhering to the protocol described in the attached three documents "Check off List for RSA 10:B Requirements", "RSA 10-B Testing Procedures," and "RSA 10-B Procedure". In accordance with these document and the rules set forth in "Environmental Services" Administrative Rules section He-P 1804, the landlord shall submit notarized air testing results to the "State of New Hampshire Dept. of Environmental Services Radon/Indoor Air Quality Program", 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 outlining the areas of non-compliance. The Landlord shall consult with "Environmental Services" and the testing lab that performed the initial test for their recommendation of how to remedy any deficiencies. The Landlord shall (at his 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 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".

EXHIBIT D continued:

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.*

Improvements to the Premises are limited to those itemized in part I herein.

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

The Tenant shall use any recycling services that are economical feasible and readily available during the term.

EXHIBIT E
SPECIAL PROVISIONS

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

Section 8.1 is modified by the following:
Both Parties agree that the responsibility of the Landlord is to clean all Heating and Ventilation System supply and return grills only and not to the extent of air ducts.

Special Provision 1:
Required property Management: The Landlord shall employ and identify a full time professional property manager or management team. The Landlord shall also provide the Tenant with a 24 hour emergency response telephone number and contact person(s)

Special Provision 2:
The Landlord shall provide, at no additional cost to the Tenant, use of the approximately fifty-space shared parking lot adjacent to the Tenant. Such spaces shall include the continued provision of Architecturally Barrier-Free "Handicapped Accessible" parking spaces, access aisles, curb cuts and/or ramps required for compliance with applicable State and/or Federal codes. The Landlord shall be responsible for the timely provision of snow plowing and/or snow removal, sanding or salting to the parking lot spaces and access aisles, walk ways and building entrances, as set forth herein in "Section 8. Maintenance and Repair".

EXHIBIT F

Certificate of Insurance: *This page is to be replaced by a copy of the Landlord's certification of insurance for the Leased premises.*

EXHIBIT G

Barrier-Free Access: *Attach the "Recommendation Concerning Lease Approval" letter, issued by the "Architectural Barrier-free Access Committee" of the "Governor's Commission on Disability", wherein recommendations concerning approval, conditions for approval, or disapproval, of the leased premises are given.*

EXHIBIT G

ARCHITECTURAL BARRIER-FREE
DESIGN COMMITTEE

Mark Weir, Chair
Jeffrey Marden, Vice Chair
Cheryl L. Killam, Accessibility Specialist

Direct Line (603) 271-4177
Email: cheryl.killam@nh.gov
Website: www.state.nh.us/disability/abcommittee

May 23, 2005

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

REQUESTED ACTION

RECOMMENDATION REGARDING LEASE APPROVAL

Lessee: Board of Medicine, Board of Nursing Home Administrators, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals
Location: 2 Industrial Parke Drive, Suite 8, Concord, NH 03301
Lessor: McCarthy Properties, PO Box 100, West Wareham, MA 02576
Term: July 1, 2005 – June 30, 2010 with no extensions

The Architectural Barrier-Free Design Committee respectfully recommends that the subject Lease Renewal be approved **with the following conditions.** All conditions and renovations must be completed in compliance with Exhibit D and with all applicable codes and regulations within 30 days of conception of the term.

1. Raise the signs for the accessible parking spaces so that the bottom of each sign is 60 inches from the ground level of the parking spaces, per ANSI-98 502.6.
2. Relocate the raised letter and Braille signs for each restroom in compliance with ADAAG: 4.1., 4.10 and 4.30 and ANSI-98 703.
3. Insulate the pipes beneath the sink in the accessible restroom, in compliance with ADAAG 4.19.4 and ANSI-98 606.6.

This recommendation is based upon the site-survey completed by Cheryl Killam and Mary Belecz, and the assurances of the leasing agency's ADA Coordinator that this facility will be accessible upon compliance with the above conditions.

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

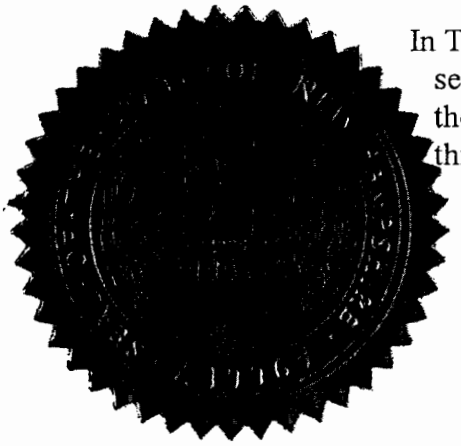
Respectfully Submitted and Approved by the **Architectural Barrier-Free Design Committee:**

Mark Weir, Chairperson
clk
cc: Mary Belecz - ADA Coordinator, Administrator, Bureau of Planning and Management

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 GERALD P. MCCARTHY PROPERTIES is a New Hampshire trade name registered on April 3, 1987 and that Gerald P. McCarthy presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of February, A.D. 2012

William M. Gardner
Secretary of State

McCarthy Properties
West Wareham, MA 02576
Phone: 508-291-1161 ♦ Fax 508-291-1160 ♦ www.mccarthy-properties.com

January 27, 2011
2 pages

Certificate of Authority

I, Gerald P. McCarthy, sole owner of McCarthy Properties certify that I am authorized to execute and sign all contracts and leases, including contracts or leases for the State of New Hampshire, on behalf of McCarthy Properties; I further delegate to and authorize my son, James McCarthy, to also execute and sign contracts and leases on behalf of and binding upon McCarthy Properties.

Gerald P. McCarthy

Gerald P McCarthy, Owner

NOTARY STATEMENT: As a Public Notary registered in the State of New Hampshire, upon the date of 1/27/12 the above named Gerald P. McCarthy appeared before me and acknowledged the above CERTIFICATE OF AUTHORITY.

In witness whereof I hereunto set my hand and official seal

Leanne M. Lavoie

LEANNE M. LAVOIE, Notary Public
My Commission Expires August 22, 2012

OP ID: AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/27/12

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

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

PRODUCER
Brown & Brown (Merrimack)
309 Daniel Webster Highway
Merrimack, NH 03054
Robin Kittle
603-424-9901
603-424-3203

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: GERAL-5

INSURED
Gerald P McCarthy
P O Box 100
West Wareham, MA 02576

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: *Hanover Insurance Company	22292
INSURER B: NorGuard	31470
INSURER C: Citizens Ins Co Of America	31534
INSURER D:	
INSURER E:	
INSURER F:	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BP17033513	04/25/11	04/25/12	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			UHV6785159	04/25/11	04/25/12	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$
								$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		GEWC219817	05/31/11	05/31/12	X WC STATU-TORY LIMITS X 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder continued: Board of Nursing Home Administration, Board of Podiatry, Board of Optometry, Board of Dental Examiners and Office of Allied Health Professionals

CERTIFICATE HOLDER

NH Board of Medicine
2 Industrial Park Dr
Concord, NH 03303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Ann Moore