

Wb MFT



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

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

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

May 27, 2014

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

SOLE SOURCE
RETROACTIVE
60% Federal funds
40% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source, retroactive** amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for continued operation of the Eastern District Office by increasing the price limitation in the amount of \$164,780.00 to \$1,681,364.00 from \$1,516,584.00 and by extending the term for up to ten months from June 8, 2014 to April 8, 2015, effective retroactive to June 9, 2014 and to end April 8, 2015. Governor and Council approved the original lease on June 7, 2006, item #115, amendment on April 13, 2011, item #72, amendment June 6, 2012, item #40 and amendment June 19, 2013, item #76. Funds are available in the following account for SFY 2014 and SFY 2015.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rents-Leases Other than State	\$ 11,305.80	\$ 0.00	\$ 11,305.80
SFY 2007	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
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SFY 2013	022-500248	Rents-Leases Other than State	\$197,736.00	\$ 0.00	\$197,736.00
SFY 2014	022-500248	Rents-Leases Other than State	\$185,652.13	\$ 12,083.87	\$197,736.00
SFY 2015	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 152,696.13	\$152,696.13
Total			\$1,516,584.00	\$ 164,780.00	\$1,681,364.00

EXPLANATION

The Department of Health and Human Services, Division of Client Services, Division for Children Youth and Families, Division of Child Support Services, Bureau of Elderly and Adult Services and Bureau of Juvenile Justice Services has occupied this Eastern District Office location since 1996, currently housing fifty employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way

to secure the necessary office space for ten months. The amendment is retroactive due to the delay in one of the legal documents that needed to be modified specifically for this contract. The Department will continue to evaluate and reassess the consolidation of the District Offices, based on population demographics, population segmentation, caseloads, advent of technology and other factors and then competitively procure.

The amendment reflects an increase in the term of the lease for up to ten months. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the eastern catchment area. The Department is in the process of innovating and refining the business model it employs at District Offices and reassessing the consolidation of the District Offices. The Department will need up to ten (10) months to finalize the process and obtain authorization of a subsequent lease contract.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.89 per square foot gross and remains the same for the amendment term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The total square footage remains the same at 12,447 square feet.

The original lease was competitively bid in January of 2006, during that time the Request For Proposal was published in three newspapers and as a result only one proposal was received, resulting in a renewal lease.

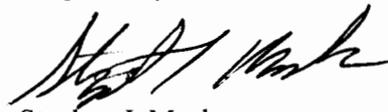
Approval of this agreement will allow the Department to provide continuity of services to the public in the Eastern area while pursuing the Request For Proposal.

The area serviced by the Eastern District Office is Carroll County and partial Grafton County.

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

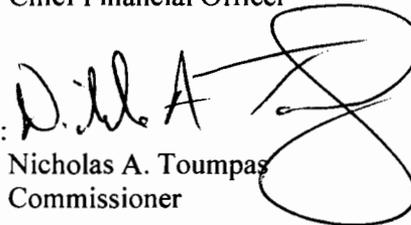
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	Year 1 \$16,478.00
Square Footage:	12,447
Square Foot Rate:	Year 1 \$15.89
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing June 9, 2014 through April 8, 2015
Total Rent:	\$164,780.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, May 22, 2014 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115, amendment approved April 13, 2011, item #72, amendment approved June 6, 2012, item #40 and amendment June 19, 2013, item #76 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

The Tenant will need up to ten (10) months to both respond to these business changes and to subsequently conduct and complete the State of New Hampshire's lease RFP and authorization process for any proposed replacement contract, however, the Agreement expires well in advance of this, and;

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

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, June 8, 2014 is hereby amended to terminate ten (10) months thereafter, April 8, 2015. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$197,736.00 at approximately \$15.89 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$16,478.00, which shall be due on the first day of the month during the amended term. Due to commencement of the term of June 9, 2014, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable June 9, 2014 or within 30 days of the Governor and Executive Council's

Initials: CJT
Date: 5-22-14

approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$164,780.00.

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

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

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

Initials: CS
Date: 5-22-14

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

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

Date: 5/30/14

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

LANDLORD: C&C Thibodeau Properties, LLC

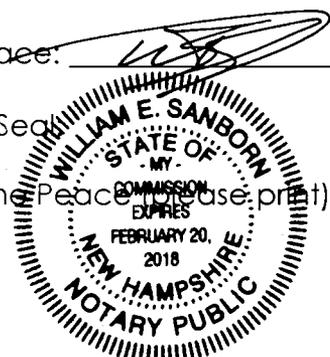
Date: May 22, 2014

By [Signature]
Carl J. Thibodeau, Member LLC

Acknowledgement: State of New Hampshire, County of Carron.
On (date) May 22nd 2014, before the undersigned officer, personally appeared Carl Thibodeau, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

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

Commission expires: 02-20-2018 Sec



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

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

By [Signature], Assistant Attorney General, on 6/8/14

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>		<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2014	6/1/2014	\$12,083.87	Prorated (22 days)		<u>\$ 12,083.87</u>
2015	7/1/2014	\$16,478.00			
	8/1/2014	\$16,478.00			
	9/1/2014	\$16,478.00			
	10/1/2014	\$16,478.00			
	11/1/2014	\$16,478.00			
	12/1/2014	\$16,478.00			
	1/1/2015	\$16,478.00			
	2/1/2015	\$16,478.00			
	3/1/2015	\$16,478.00			
	4/1/2015	\$ 4,394.13	Prorated (8 days)	<u>\$ 164,780.00</u>	<u>\$ 152,696.13</u>
<i>Total Rent</i>					<u><u>\$ 164,780.00</u></u>

Initials: CSJ
Date: 5-22-14



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2014

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

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

PRODUCER Slawsby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	CONTACT NAME: Lisa Lambert PHONE (A/C No. Ext): (800) 258-1776 FAX (A/C No.): (603) 429-1843 E-MAIL ADDRESS: llambert@minutemangroup.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Acadia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Acadia Insurance Company		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED Tee Enterprises & C & C Thibodeau Properties 71 Hobbs Street Suite 101 Conway NH 03818																					

COVERAGES **CERTIFICATE NUMBER: 2014 Master** **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	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CPA0201807	2/2/2014	2/2/2015	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/POP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			CAA0249035	2/22/2014	2/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
								Enhancement \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CUA0209668	2/2/2014	2/2/2015	EACH OCCURRENCE \$ 2,000,000	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCA0201808	2/2/2014	2/2/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 250,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 250,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
State of New Hampshire, State of New Hampshire is listed as Additional Insured for the General Liability policy, as per written contract, as their interest may appear.

CERTIFICATE HOLDER State of New Hampshire 71 Hobbs Street Conway, NH 03818	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 Thomas Mulligan

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J. Thibodeau do hereby certify that I am the Managing Agent of the company know as C&C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C&C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J. Thibodeau

Carl J. Thibodeau, Managing Agent, C&C Thibodeau Properties, LLC

Date: 5-22-2014

Signed: Cynthia P. Thibodeau

Cynthia P. Thibodeau, Member, C&C Thibodeau Properties, LLC

Date: 5/22/2014

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

OF: New Hampshire COUNTY OF: Carroll

UPON THIS DATE (insert full date) May 22nd 2014

appeared before me (print full name of notary) William F. Southern the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

Managing Agent of C&C Thibodeau Properties, LLC, and that as such Managing Agent,

authorized to do so, executed the foregoing instrument for the purposes therein contained, by

signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and

Seal) WFS



Search Results

Current Search Terms: "C&C Thibodeau Properties LLC*"

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

Glossary

Search Results

Entity
Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1725.20140509-1810

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





6/19/13
#76

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

Nicholas A. Toumpas
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May 15, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source, retroactive amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for Conway District Office space, by increasing the price limitation in the amount of \$197,736.00 to \$1,516,584.00 from \$1,318,848.00 and by extending the term for up to twelve months from June 8, 2013 to June 8, 2014, effective retroactive to June 9, 2013 and to end June 8, 2014. Governor and Council approved the original lease on June 7, 2006, item #115, amendment on April 12, 2011, item #72 and amendment June 6, 2012, item #40. Funds are available in the following account for SFY 2013 and anticipated to be available in SFY 2014 upon the availability and continued appropriation of funds in the future operating budgets.

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

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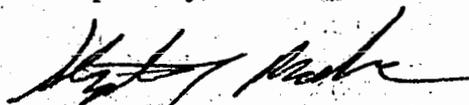
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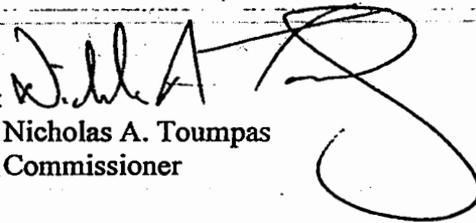
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Stephen J. Mosher
Chief Financial Officer

Approved by:



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This Agreement (hereinafter called the "Amendment") is dated, May 10, 2013 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115, amendment approved by Governor and Executive Council on April 13, 2011, item #72 and amendment approved by Governor and Executive Council on June 6, 2012, item #40 the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

Whereas, the Landlord and Tenant are agreeable to a holdover term to facilitate the Tenant's finalization of their "Request for Proposal" (RFP) process, and;

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

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

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, June 8, 2013 is hereby amended to terminate twelve (12) months thereafter, June 8, 2014. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$197,736.00 at approximately \$15.89 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$16,478.00; which shall be due on the first day of the month during the amended term. Due to commencement of the term of June 9, 2013, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable June 9, 2013 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$197,736.00.

Initials: CP
Date: 5-10-13

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

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

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

DEPUTY SECRETARY OF STATE

Initials: CJT
Date: 5-10-13

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

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

Date: 5/16/13

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

LANDLORD: C&C Thibodeau Properties, LLC

Date: May 10, 2013

By [Signature]
Carl J. Thibodeau, Member LLC

Acknowledgement: State of NH, County of Carroll

On (date) May 10, 2013, before the undersigned officer, personally appeared _____, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

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

Commission expires: May 1, 2018 Seal:

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

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

By: [Signature], Assistant Attorney General, on 3 Jun. 2013
Janne P. Herrick

Approval by the New Hampshire Governor and Executive Council:

By: [Signature], on JUN 19 2013

DEPUTY SECRETARY OF STATE

[Handwritten initials]
5-10-13

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2013	6/1/2013	\$12,083.87 Prorated (22 days)		<u>\$ 12,083.87</u>
2014	7/1/2013	\$16,478.00		
	8/1/2013	\$16,478.00		
	9/1/2013	\$16,478.00		
	10/1/2013	\$16,478.00		
	11/1/2013	\$16,478.00		
	12/1/2013	\$16,478.00		
	1/1/2014	\$16,478.00		
	2/1/2014	\$16,478.00		
	3/1/2014	\$16,478.00		
	4/1/2014	\$16,478.00		
	5/1/2014	\$16,478.00		
	6/1/2014	\$ 4,394.13 Prorated (8 days)	<u>\$ 197,736.00</u>	<u>\$ 185,652.13</u>
<i>Total Rent</i>				<u>\$ 197,736.00</u>

Initials: CJ
Date: 5-10-13

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/7/2013

PRODUCER (800)258-1776 FAX: (603)882-1843
The Minuteman Group
90 Main Street
P.O. Box 487
Nashua NH 03061-0487

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tee Enterprises & C & C Thibodeau Properties
71 Hobbs Street
Suite 101
Conway NH 03818

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Acadia Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	CPA0201807	2/2/2013	2/2/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA0249035	2/22/2013	2/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	CUA0209668	2/2/2013	2/2/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCA0201808	2/2/2013	2/2/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 State of New Hampshire, State of New Hampshire is listed as Additional Insured for the General Liability policy, as per written contract, as their interest may appear.

CERTIFICATE HOLDER

State of New Hampshire
71 Hobbs Street
Conway, NH 03818

CANCELLATION

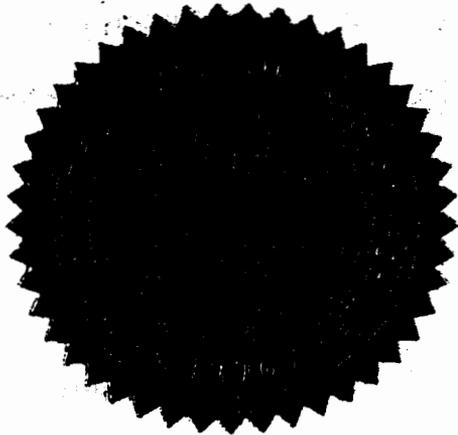
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Thomas Mulligan

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May, A.D. 2013

William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J. Thibodeau do hereby certify that I am the Managing Agent of the company know as C&C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C&C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J. Thibodeau

Date: June 4, 2013

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

OF: NH COUNTY OF: Carroll

UPON THIS DATE (insert full date) June 4 2013

appeared before me (print full name of notary) Leah Valladares the

undersigned Managing Agent personally appeared (insert Managing Agent's

signature) Carl J. Thibodeau who acknowledged himself to be

Managing Agent of C&C Thibodeau Properties, LLC, and that as such Managing Agent,

authorized to do so, executed the foregoing instrument for the purposes therein contained, by

signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and

Seal) Leah Valladares

LEAH VALLADARES, Notary Public
My commission expires May 1, 2018

Search Results

Current Search Terms: "C&C Thibodeau Properties LLC*"

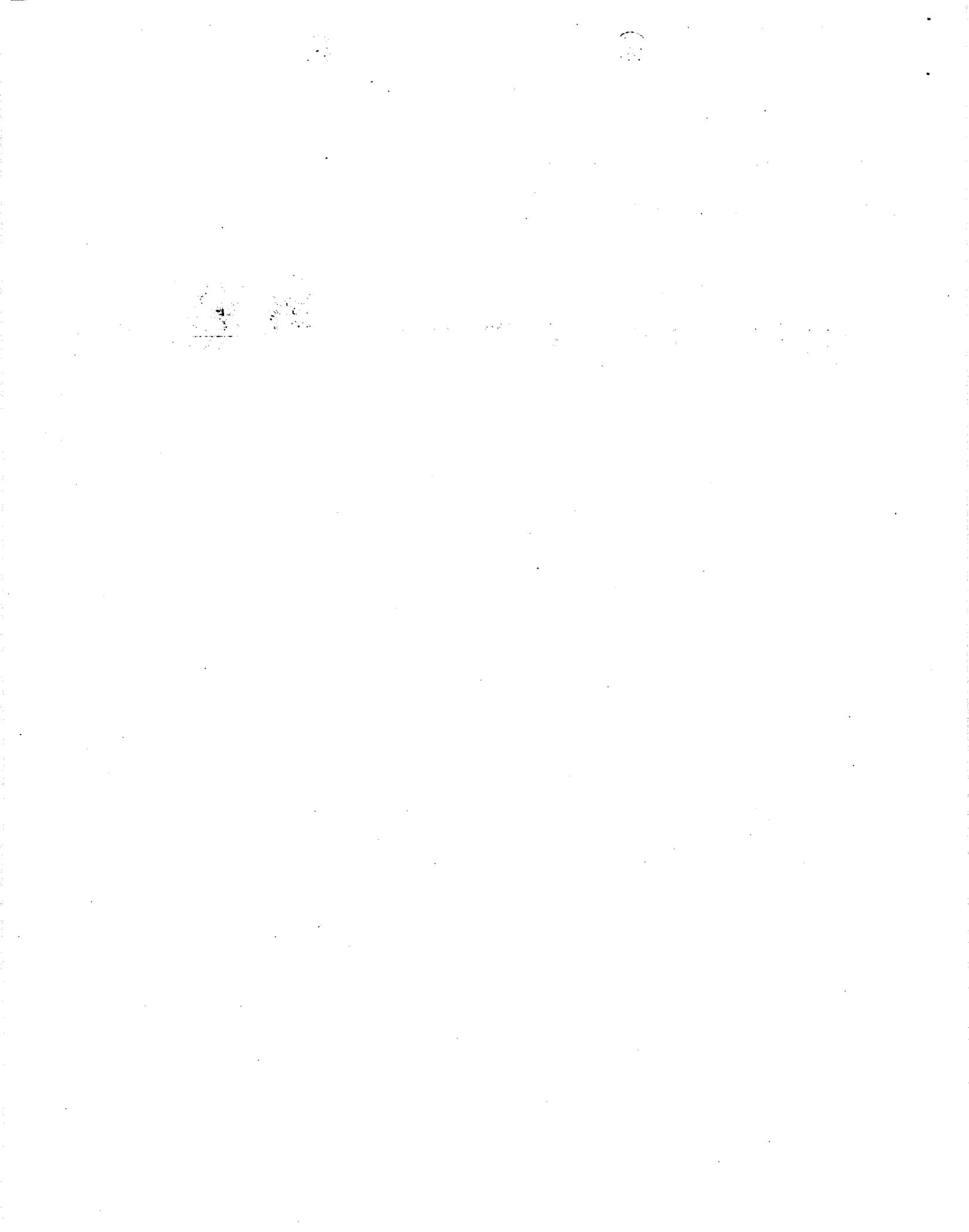
No records found for current search.

SAM | System for Award Management 1.0

IBM v1.970.20130522-1640



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





6/6/12
#40

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

COPY

Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

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

April 24, 2012

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for Conway District Office space, by increasing the price limitation in the amount of \$197,736.00 to \$1,318,848.00 from \$1,121,112.00 and by extending the term for up to twelve months from June 8, 2012 to June 8, 2013, effective June 9, 2012 or upon Governor and Council approval, whichever is later, through June 8, 2013. Governor and Council approved the original lease on June 7, 2006, item #115 and amendment on April 12, 2011, item #72. Funds are available in the following account for SFY 2012 and SFY 2013.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rents-Leases Other than State	\$ 11,305.80	\$ 0.00	\$ 11,305.80
SFY 2007	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
SFY 2010	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2011	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2012	022-500248	Rents-Leases Other than State	\$177,168.33	\$ 12,083.87	\$189,252.20
SFY 2013	022-500248	Rents-Leases Other than State	\$ 0.00	\$ 185,652.13	\$185,652.13
Total			\$1,121,112.00	\$ 197,736.00	\$1,318,848.00

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Conway District Office location since 1996, currently housing fifty employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for a single year.

COPY

The amendment reflects an increase in the term of the lease for up to twelve months. Extending the term will allow the DHHS to continue lawful payment of rent while continuing occupancy at the Premises while finalizing the Request for Proposal for future occupancy of office space serving the eastern catchment area. The DHHS is in the process of innovating and refining the business model it employs at District Offices. The Department will need up to twelve (12) months to finalize the process and obtain authorization of a subsequent lease contract and allow construction for a new Eastern District Office.

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.16 per square foot gross; the lease amendment increases to \$15.89 per square foot, an increase of approximately 4.8%, this is the first increase since calendar year 2009. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The total square footage remains the same at 12,447 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader, Carroll County Independent and the Conway Daily Sun in January 2006. In addition, the current Landlord, Conway area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The space search produced only one letter of interest, Yield House Industries, Inc. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal. Note that the lease was assigned to C&C Thibodeau Properties, LLC effective December 21, 2006.

Approval of this agreement will allow the Department to provide continuity of services to the public in the Conway area while pursuing the RFP for a new Eastern District Office.

The area serviced by the Conway District Office is Carroll County and partial Grafton County.

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

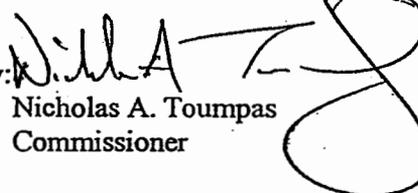
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	\$16,478.00
Square Footage:	12,447
Square Foot Rate:	\$15.89
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing June 9, 2012 through June 8, 2013
Total Rent:	\$197,736.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, April 27, 2012, and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115, and an amendment approved by Governor and Executive Council on April 13, 2011, item #72 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

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

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

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

Amendment of Agreement:

3.1 Term: The expiration date of the current agreement, June 8, 2012 is hereby amended to terminate up to twelve (12) months thereafter, June 8, 2013. Tenant shall have the right of "early termination" of the term; after the initial nine (9) months of the term have passed. Tenant may exercise their option for "early termination" by delivering to Landlord, 60 days in advance of their desired termination date, written notification at the address above. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$188,700.00 at approximately \$15.16 per square foot will be increased to \$15.89 per square foot for the amended term, which shall be prorated to a monthly rent of \$16,478.00, which shall be due on the first day of the month during the amended term. Due to commencement of the term of June 9, 2012, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable June 9, 2012 or within 30 days of the Governor

and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$197,736.00.

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

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

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

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

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

Date: April 30, 2012

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

LANDLORD: C&C Thibodeau Properties, LLC

Date: April 27, 2012

By: Carl J. Thibodeau
Carl J. Thibodeau, Member LLC

Acknowledgement: State of NH, County of Carroll

On (date) April 27, 2012, before the undersigned officer, personally appeared Carl J. Thibodeau, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Leah Valladares

Commission expires: May 21, 2013 Seal: _____

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

FAH VALLADARES, Notary Public
Commission Expires May 21, 2013

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

By: Heanne P. Herrick, Assistant Attorney General, on 15 May 2012.

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on JUN 06 2012

DEPUTY SECRETARY OF STATE

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

<u>State Fiscal Year</u>	<u>Month</u>	<u>Payment</u>	<u>Yearly Total</u>	<u>Fiscal Year Total</u>
2012	6/1/2012	\$12,083.87 Prorated (22 days)		<u>\$ 12,083.87</u>
2013	7/1/2012	\$16,478.00		
	8/1/2012	\$16,478.00		
	9/1/2012	\$16,478.00		
	10/1/2012	\$16,478.00		
	11/1/2012	\$16,478.00		
	12/1/2012	\$16,478.00		
	1/1/2013	\$16,478.00		
	2/1/2013	\$16,478.00		
	3/1/2013	\$16,478.00		
	4/1/2013	\$16,478.00		
	5/1/2013	\$16,478.00		
	6/1/2013	\$ 4,394.13 Prorated (8 days)	<u>\$ 197,736.00</u>	<u>\$ 185,652.13</u>
Total Rent				<u>\$ 197,736.00</u>

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/27/2012

PRODUCER (800)258-1776 FAX: (603)882-1843
The Minuteman Group
90 Main Street
P.O. Box 487
Nashua NH 03061-0487

INSURED
Tee Enterprises & C & C Thibodeau Properties
71 Hobbs Street
Suite 101
Conway NH 03818

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPA0201807	2/2/2012	2/2/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAA0249035	2/22/2012	2/22/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	CUA0209668	2/2/2012	2/2/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
A N	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA0201808 3a statute: NH Officer Included	2/2/2012	2/2/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 State of New Hampshire, State of New Hampshire is listed as Additional Insured for the General Liability policy, as per written contract, as their interest may appear.

CERTIFICATE HOLDER

State of New Hampshire
71 Hobbs Street
Conway, NH 03818

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Thomas Mulligan

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 C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April, A.D. 2012

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J Thibodeau do certify that I am the Managing Agent of the company known as C & C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C & C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J Thibodeau
Date: April 27, 2012

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN

THE STATE OF: NH COUNTY OF: Carroll

UPON THIS DATE (insert full date) April 27, 2012, appeared before me (print full name of notary) Leah Valladares the undersigned

Managing Agent personally appeared (insert Managing Agent's signature)

Carl J Thibodeau who acknowledged himself to be Managing Agent of C & C Thibodeau Properties, LLC, and that as such Managing Agent, authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and seal) Leah Valladares

LEAH VALLADARES, Notary Public
My Commission Expires May 21, 2013



Search - Current Exclusions

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

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

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Search Results for Parties Excluded by

Firm, Entity, or Vessel : C&C Thibodeau Properties, LLC

As of 25-Apr-2012 3:00 PM EDT

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- > System for Award Management (SAM)

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- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

THE
UNITED STATES
DEPARTMENT OF
THE ARMY
OFFICE OF THE
CHIEF OF STAFF
WASHINGTON, D. C.

7/1/11
3/2/11

COPY

4/13/2011

#72



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF BUSINESS OPERATIONS

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

Nicholas A. Toumpas
Commissioner

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

James P. Fredyma
Controller

February 28, 2011

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a sole source amendment to the existing lease with C&C Thibodeau Properties, LLC, PO Box 1700, Conway, New Hampshire 03818 (Vendor #173263) for Conway District Office space, by increasing the price limitation in the amount of \$188,700.00 to \$1,121,112.00 from \$932,412.00 and by extending the term for up to twelve months from June 8, 2011 to June 8, 2012, effective June 9, 2011 or upon Governor and Council approval, whichever is later, through June 8, 2012. Governor and Council approved the original lease on June 7, 2006, item #115. Funds are available in the following account for SFY 2011 and anticipated to be available in SFY 2012 upon the availability and continued appropriation of funds in the future operating budgets.

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

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
SFY 2006	022-500248	Rents-Leases Other than State	\$ 11,305.80	\$ 0.00	\$ 11,305.80
SFY 2007	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2008	022-500248	Rents-Leases Other than State	\$185,004.00	\$ 0.00	\$185,004.00
SFY 2009	022-500248	Rents-Leases Other than State	\$185,229.87	\$ 0.00	\$185,229.87
SFY 2010	022-500248	Rents-Leases Other than State	\$188,700.00	\$ 0.00	\$188,700.00
SFY 2011	022-500248	Rents-Leases Other than State	\$177,168.33	\$ 11,531.67	\$188,700.00
SFY 2012	022-500248	Rents-Leases Other than State	\$ 0.00	\$177,168.33	\$177,168.33
Total			\$932,412.00	\$188,700.00	\$1,121,112.00

EXPLANATION

The Department of Health and Human Services (DHHS), Division of Family Assistance, Division for Children Youth and Families, Office of Child Support Services, Bureau of Elderly and Adult Services and Division for Juvenile Justice Services have occupied this Conway District Office location since 1996, currently housing fifty employees. This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for a single year.

February 28, 2011

Page 2

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

The lease amendment provides the same terms and conditions as the original lease. The current lease rate is \$15.16 per square foot gross; the lease amendment rate remains the same for the amendment term. Included in the monthly rental payments are the following costs associated with the leasehold property, including: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The total square footage remains the same at 12,447 square feet.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal (RFP) in the New Hampshire Union Leader, Carroll County Independent and the Conway Daily Sun in January 2006. In addition, the current Landlord, Conway area real estate agencies, the Commercial Investment Board of Realtors, and others were sent a copy of the advertisement. Over and above the aforementioned, the Department submitted the advertisement to the Department of Administrative Services for inclusion on the State's WEB page and also the Department's WEB page for broadened exposure. The space search produced only one letter of interest, Yield House Industries, Inc. Therefore, the Department renegotiated with the existing Landlord for a five-year renewal. Note that the lease was assigned to C&C Thibodeau Properties, LLC effective December 21, 2006 (see attached Consent to Assignment).

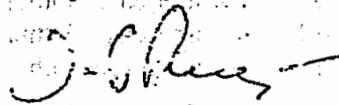
Approval of this agreement will allow the Department to provide continuity of services to the public in the Conway area.

The area serviced by the Conway District Office is Carroll County and partial Grafton County.

Funding for this request is General Funds 60.5%, Federal Funds 39.5% by cost allocation across benefiting programs.

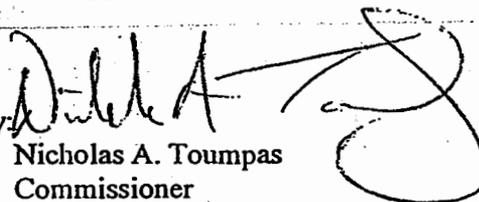
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



James P. Fredyma
Controller

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	C&C Thibodeau Properties, LLC
Location:	71 Hobbs Street Conway, NH 03818
Monthly Rent:	Year 1 \$15,725.00
Square Footage:	12,447
Square Foot Rate:	Year 1 \$15.16
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing June 9, 2011 through June 8, 2012
Total Rent:	\$188,700.00

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, February 15 2011 and is by and between the State of New Hampshire acting by and through the Department of Health and Human Services, (hereinafter referred to as the "Tenant") and C & C Thibodeau Properties, LLC, (hereinafter referred to as the "Landlord") with a place of business at PO Box 1700, Conway, New Hampshire 03818.

Whereas, pursuant to a five year Lease agreement (hereinafter called the "Agreement"), for 12,447 square feet of space located at 71 Hobbs Street, Conway, New Hampshire which was first entered into on May 2, 2006, which was approved by the Governor and Executive Council on June 7, 2006, item #115 and the Landlord agreed to lease certain premises upon the terms and conditions specified in the Agreement and in consideration of payment by the Tenant of certain sums as specified therein; and

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

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

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

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, June 8, 2011 is hereby amended to terminate twelve (12) months thereafter, June 8, 2012. During the amended Term the Parties hereto may enter into a "renewal lease", if such a lease with the Landlord is entered into and subsequently authorized by the State of New Hampshire's Governor and Executive Council, the Amendment herein shall terminate upon the same date set for commencement of the "renewal lease", replaced by the terms and conditions of the authorized "renewal lease".

4.1 Rent: The current annual rent of \$188,700.00 at approximately \$15.16 per square foot will remain the same for the amended term, which shall be prorated to a monthly rent of \$15,725.00, which shall be due on the first day of the month during the amended term. Due to commencement of the term of June 9, 2011, the first monthly payment is prorated 22 days and the last monthly payment is prorated 8 days. The first monthly installment shall be due and payable June 9, 2011 or within 30 days of the Governor and Executive Council's approval of this agreement, whichever is later. The monthly rent shall continue to be paid on the 1st day of each month during the amended term unless the term is sooner terminated in accordance with the terms herein. The total amount of rent to be paid under the terms of this agreement shall not exceed \$188,700.00.

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

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

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

est
initial

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

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

Date: 2/1/11

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

LANDLORD: C&C Thibodeau Properties, LLC

Date: February 15, 2011

By Carl J. Thibodeau
Carl J. Thibodeau, Member LLC

Acknowledgement: State of NH, County of Carroll.
On (date) 2/15/11, before the undersigned officer, personally appeared Carl J. Thibodeau, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: Leah Valladares

Commission expires: 5/21/13 Seal:

LEAH VALLADARES, Notary Public
My Commission Expires May 21, 2013

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

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

By: Jeanne P. Henick, Assistant Attorney General, on 3/25/2011

Approval by the New Hampshire Governor and Executive Council:

By: Scott Brannan on APR 13 2011

DEPUTY SECRETARY OF STATE

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2011	6/1/2011	\$11,531.67 Prorated (22 days)		<u>\$ 11,531.67</u>
2012	7/1/2011	\$15,725.00		
	8/1/2011	\$15,725.00		
	9/1/2011	\$15,725.00		
	10/1/2011	\$15,725.00		
	11/1/2011	\$15,725.00		
	12/1/2011	\$15,725.00		
	1/1/2012	\$15,725.00		
	2/1/2012	\$15,725.00		
	3/1/2012	\$15,725.00		
	4/1/2012	\$15,725.00		
	5/1/2012	\$15,725.00		
	6/1/2012	\$ 4,193.33 Prorated (8 days)	\$ 188,700.00	\$ 177,168.33
<i>Total Rent</i>				<u>\$ 188,700.00</u>

JD
initial

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/16/2011

PRODUCER (800)258-1776 FAX: (603)882-1843
The Minuteman Group
90 Main Street
P.O. Box 487
Nashua NH 03061-0487

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
C & C Thibodeau Properties
71 Hobbs Street
Suite 101
Conway NH 03818

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR/ADDITIONAL TR/INSUROR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	CPA0201807	2/2/2011	2/2/2012	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	CAA0249035	2/22/2011	2/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIREN AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
A	EXCESS/UMBRELLA LIABILITY	CUA0209668	2/2/2011	2/2/2012	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCA0201808	2/2/2011	2/2/2012	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 250,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 250,000
	OTHER				E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
State of New Hampshire, State of New Hampshire is listed as additional insured as per written contract, as their interest may appear.

CERTIFICATE HOLDER

State of New Hampshire
71 Hobbs Street
Conway, NH 03818

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Thomas Mulligan

IMPORTANT

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

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that C & C Thibodeau Properties LLC is a New Hampshire limited liability company formed on December 5, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of February, A.D. 2011

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carl J. Thibodeau do hereby certify that I am the Managing Agent of the company know as C&C Thibodeau Properties, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind C&C Thibodeau Properties, LLC and that no corporate resolution, shareholder vote or other document or action is necessary to grant me such authority.

Signed: Carl J. Thibodeau

Date: February 15, 2011

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

OF: NH COUNTY OF: Carroll

UPON THIS DATE (insert full date) 2/15/11

appeared before me (print full name of notary) Leah Valladares the undersigned Managing Agent personally appeared (insert Managing Agent's signature) Carl J. Thibodeau who acknowledged himself to be Managing Agent of C&C Thibodeau Properties, LLC, and that as such Managing Agent, authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing himself as Managing Agent.

In witness whereof I hereunto set my hand and official seal. (provide notary signature and

Seal) Leah Valladares

LEAH VALLADARES, Notary Public
My Commission Expires May 21, 2013

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : C&C Thibodeau Properties, LLC
as of 15-Feb-2011 9:34 AM EST**

Your search returned no results.

COPY

Consent to Assignment

The New Hampshire Department of Health and Human Services ("State") hereby conditionally consents to Yield House Industries, Inc.'s assignment of its lease with the N.H. Department of Health and Human Services five-year Lease Agreement dated May 2, 2006 (hereinafter "Lease"), a copy of which is attached hereto, to C&C Thibodeau Properties, LLC.

The State's consent to assignment is conditioned upon C&C Thibodeau Properties, LLC assuming full and complete responsibility and liability for performance of the entire Lease, including, but not limited to, any and all obligations and liabilities under the Lease since the effective date of the Lease through completion of the full term, and any extensions thereof.

Subject to the conditions contained herein, the proposed Lease assignment shall be effective December 21, 2006.

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

DATE: 02/02/07 BY: [Signature]
Kevin E.J. Connor, Director of Planning and Management

LANDLORD: Yield House Industries, Inc.

Date: 1/30/07 BY: [Signature]
(Authorized Signature) Landlord

Acknowledgement: State of Massachusetts, County of Franklin

On (date) 1/30/07, before the undersigned officer, personally appeared

Donna H. Jeanloz who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace: [Signature]
Commission expires: 2/17/2008 Seal: JOSEPH G. JANIKAS

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

JOSEPH G. JANIKAS, Notary Public

ASSIGNEE:

C & C Thibodeau Properties LLC

Date:

1-2-07

By:

Carl J Thibodeau

(Authorized Signature) New Landlord

Acknowledgement: State of

New Hampshire

County of

Carroll

On (date)

1 Feb 2007

, before the undersigned officer, personally appeared

Carl J Thibodeau

, who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.

Signature of Notary Public or Justice of the Peace:

Lyn Marie S Paulin

Lyn Marie S. Paulin, Notary Public

Commission expires:

My Commission Expires January 10, 2008

2/9/08

Seal:

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

Lyn Marie S Paulin

I (insert name) Carl J. Thibodeau am the Clerk/Secretary of the (insert
~~Company~~ ^{MEMBER} corporate name) C & C Thibodeau Properties, LLC and do hereby
certify:

1. I am a duly elected and acting ~~Clerk/Secretary~~ ^{MEMBER} for the ~~Corporation~~ ^{COMPANY} documented above, which is incorporated in the State of (Insert State of incorporation) New Hampshire
2. I maintain and have custody of, and am familiar with, the minute books of the ~~Corporation~~ ^{COMPANY}
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following is a true, accurate and complete copy of the resolution adopted during a meeting of the Board of Directors of the Corporation. Said meeting was held in accordance with the laws and by-laws of the State in which the Corporation is incorporated, upon the following date: (insert date of meeting) December 8, 2006

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

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

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

IN WITNESS WHEREOF: I sign below as the ~~Clerk/Secretary~~ ^{MEMBER} of the ~~Corporation~~ ^{COMPANY}, and have affixed its' corporate seal (if applicable) upon this date: (insert date of signing) 12/20/06
 Clerk/Secretary (signature) Cynthia P. Thibodeau
 In the State and County of: (State and County names) N.H. Carroll

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace REGISTERED IN THE STATE OF: New Hampshire COUNTY OF: Carroll
 UPON THIS DATE 12/20/06, appeared before me (print full name of notary) SAVARD W. KENNETH the undersigned officer personally appeared (insert officer's name) CYNTHIA P. THIBODEAU who acknowledged him/herself to be (insert officer's title, and the name of corporation) MEMBER C & C THIBODEAU PROPERTIES, LLC and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

In witness whereof I hereunto set my hand and official seal (Provide signature, seal and expiration of commission)
Savard W. Kenneth
 MY COMMISSION EXPIRES
AUGUST 13, 2008

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2006

PRODUCER (603)883-1776 FAX (603)882-1843
The Minuteman Group
90 Main Street
P.O. Box 487
Nashua, NH 03061-0487

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Tee Enterprises C & C Thibodeau LLC
Box 1700 Rte 16
Conway, NH 03818

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Utica National Insurance Group	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPP3567842	02/02/2006	02/02/2007	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000	TBD	12/18/06	12/18/07	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	3544310	02/02/2006	02/02/2007	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE / POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
State of New Hampshire is listed as an additional insured

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Planning and Management
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tom Mulligan

IMPORTANT

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

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

DISCLAIMER

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

State of New Hampshire
Department of State

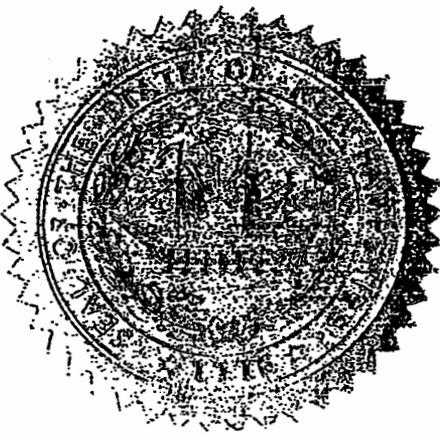
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that C & C THIBODEAU PROPERTIES LLC is a New Hampshire limited liability company formed on DECEMBER 5, 2006. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law; and that a certificate of cancellation has not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of December, A.D. 2006



William M. Gardner
Secretary of State



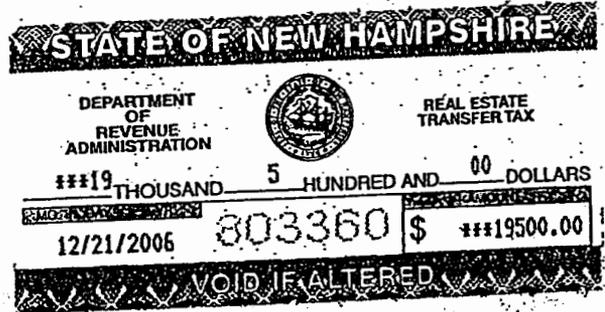
Return to:
Upton & Hatfield, LLP
23 Seavey St. - PO Box 2242
North Conway, NH 03860

RECEIVED
CARROLL COUNTY REGISTRY

0020114

2006 DEC 21 PM 03:58

REGISTER OF DEEDS



DEED

KNOW ALL MEN BY THESE PRESENTS, that **Yield House Industries Inc.**, a Delaware corporation, of mailing address: c/o Renovator's Old Mill, Miller's Falls, MA 01349, for consideration paid grant to **C & C Thibodeau Properties, LLC**, a New Hampshire Limited Liability Company, having a principal place of business of 74 Jack Frost Lane, P.O. Box 1700, Conway, NH 03818, :

A certain parcel of land, with the buildings thereon, situated on the east side of Hobbs Street (f.k.a., Mill Street), in the Town of Conway, County of Carroll and State of New Hampshire more particularly shown on a plan entitled "Boundary and Existing Features Plan of land in Conway, N.H., prepared for Yield House Industries, Inc." dated March 30, 1995 and revised and updated for recording December 19, 2006, by H.E. Bergeron Engineers, Inc., to be recorded within the Carroll County Registry of Deeds herewith in Plan Book 216, Page 89-90, bounded and described as follows:

Beginning at a stone post reset on the east sideline of Hobbs Street, at the northwest corner of Kearsarge Metallurgical land, and at a southwest corner of the premises herein described;

Bearing N11°31'06"E, by said east sideline of Hobbs Street, 406.88 ft. to Town of Conway street monument #341 (a disk in a stone post found);

Thence N8°06'03"E, still by said east sideline of Hobbs Street, 48.15 ft. to a point at the southwest corner of land formerly of Public Service Co. of N.H., now of Grantee;

Thence S81°53'57"E, by said land of the Grantee, and crossing a paved parking lot, 212.75 ft. to an HEB disk on rebar set on the west line of land of West Main Recreation Corp., formerly of Conway Supply Co., Inc.;

Thence S13°01'55"E, by said land of West Main Recreation Corp., 44.58 ft. to an iron pipe found;

Thence S15°07'53"E, still by said land of West Main Recreation Corp., 576.17 ft. to a point opposite (N80°04'38"W, 0.51 ft. from) a railroad spike found in a twin 10" maple tree, at the

BK2592PG0223

northeast corner of land of OCR, Inc.;

Thence N80°04'38"W, by said land of OCR, Inc., and crossing first a stormwater drainage-pipe described as an appurtenant easement below, and then a 60'-wide access easement to said land of OCR, Inc., described as an excepted right-of-way below, 339.81 ft., to a point opposite (S80°04'38"E, 1.28 ft. from) an iron pipe found on the east line of said Kearsarge Metallurgical land;

Thence N9°38'16"E, by said Kearsarge Metallurgical land, and with the west sideline of said right-of-way, 106.40 ft. to a stone post reset;

Thence N82°04'47"W, still by said Kearsarge Metallurgical land, and with the south sideline of said right-of-way, 143.56 ft. to the bound of beginning.

Bearings are magnetic 1972.

Containing approximately 179,808 sq. ft. = 4.13 acres.

TOGETHER WITH rights to maintain, repair, and replace the "underground stormwater drainage" line to Pequawket Pond, as shown on the below referenced plan across abutting land of OCR, Inc. to the south.

SUBJECT TO and with the benefit of a 60'-wide access right-of-way, as shown on the below referenced plan, serving said abutting land of OCR, Inc. to the south more particularly set forth in a deed dated November 16, 1964, recorded with said Deeds in Book 385, Page 16.

SUBJECT TO: Any flowage rights of Pequawket Pond over the subject property by reason of dam at its outlet as may appear of record or otherwise and an Easement to Public Service Company of New Hampshire dated October 26, 1942 recorded with said Deeds at Book 228, Page 430 and dated December 27, 1948 recorded with said Deeds in Book 262, Page 357.

Meaning and intending to describe and convey with Warranty Covenants the same premises as conveyed to Yield House Industries, Inc., by Warranty Deed of OCR, Inc., dated July 30, 1993 and recorded with Carroll County Registry of Deeds in Book 1538, Page 436; and

Meaning and intending to describe and convey with Quitclaim Covenants all of the Grantor's rights, if any, in and to the property conveyed to OCR, Inc., by The Kennett Company recorded with said Registry in Book 1507, Page 735. See Quitclaim Deed of The Kennett Company to OCR, Inc., recorded with said Registry in Book 1507, Page 735. A portion of these premises were erroneously left out, by scrivener's error, of the description in the Warranty Deed to Yield House Industries, Inc., by Warranty Deed of OCR, Inc., dated July 30, 1993 and recorded with Carroll County Registry of Deeds in Book 1538, Page 436.

This deed was prepared from information supplied by the grantor herein and the preparer has conducted no independent title examination.

BK2592PG0224

This above-described premises are not homestead premises.

Dated and signed this 21st day of December, 2006.

Yield House Industries, Inc.

By: Donna H. Jeanloz
Donna H. Jeanloz, Corporate Secretary
Duly Authorized

State of New Hampshire
County of Carroll.

This instrument was acknowledged before me on December 21st, 2006 by Donna H. Jeanloz, Corporate Secretary of Yield House Industries, Inc., in said capacity.

KENNETH R. CARGILL
Justice of the Peace - Notary Public
My Commission Expires March 5, 2008

K. R. Cargill
Notary Public/Justice of the Peace
My commission expires:

Affix Seal:

BK2592P00225

ASSIGNMENT OF RIGHTS UNDER LEASE

Yield House Industries, Inc., ("Lessor"), a Delaware corporation, of mailing address c/o Renovator's Supply, Miller's Falls, MA 01349, holder of a Lease Agreement dated May 2, 2006 between the said Yield House Industries, Inc. and the State of New Hampshire, ("Lessee") through its Director or Commissioner of: Department of Health and Human Services, of 129 Pleasant Street, Concord, NH 03301, hereby transfer and assign to C & C Thibodeau Properties, LLC, a New Hampshire limited liability company, having a principal place of business of 74 Jack Frost Lane, P.O. Box 1700, Conway, NH 03818; all of their rights as Lessor and owner under the above referenced Lease Agreement (including all security deposits), for property located at 71 Hobbs Street, Conway, New Hampshire, described in a Warranty Deed from ORC, Inc., to Yield House Industries Inc., dated July 30, 1993 and recorded in the Carroll County Registry of Deeds in Book 1538, Page 436.

Said premises are to be further conveyed from Yield House Industries, Inc., to C & C Thibodeau Properties, LLC by Warranty Deed dated December 21, 2006 and recorded with Carroll County Registry of Deeds in Book 2592 Page 223.

Lessor:
Yield House Industries, Inc.

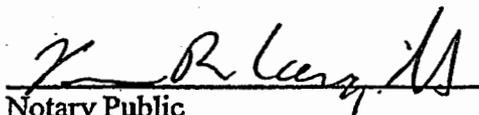
Date: 12/21/06

By: Donna H. Jeanloz
Donna H. Jeanloz, Corporate Secretary
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

The foregoing instrument was acknowledged before me this 21st day of
December, 2006 by Donna H. Jeanloz, Corporate Secretary, in said capacity.

KENNETH R. CARGILL
Justice of the Peace - Notary Public
My Commission Expires March 5, 2008


Notary Public
My Commission expires:

C & C Thibodeau Properties, LLC, a New Hampshire limited liability company,
having a principal place of business of 74 Jack Frost Lane, P.O. Box 1700, Conway, NH
03818; hereby agree to the terms and conditions of the above-referenced lease with the
State of New Hampshire.

Assignee:

C & C Thibodeau Properties, LLC

Date: 12/21/06

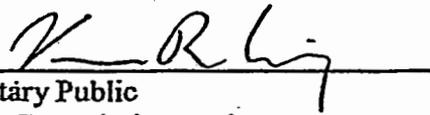
By: 

Carl J. Thibodeau, Member

STATE OF NEW HAMPSHIRE
COUNTY OF CARROLL

The foregoing instrument was acknowledged before me this 21st day of
December, 2006 by Carl J. Thibodeau, Member, in said capacity.

KENNETH R. CARGILL
Justice of the Peace - Notary Public
My Commission Expires March 5, 2008

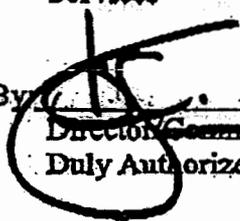

Notary Public
My Commission expires:

The Tenant, the State of New Hampshire, through its Director or Commissioner of Department of Health and Human Services, of 129 Pleasant Street, Concord, NH 03301, hereby consents to the above-described Assignment of Lease.

Tenant:

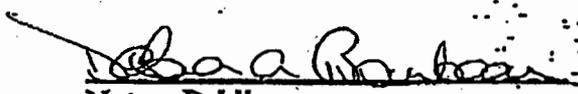
State of New Hampshire
Department of Health and Human
Services

Date: 19 DEC 2006

By: 
Director/Commissioner
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 19th day of December, 2006 by Kevin E. J. Connor, in said capacity.


Notary Public
My Commission expires:

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

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

DATE: June 6, 2014

SUBJECT: Attached Lease Amendment;
Approval respectfully requested

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

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

LESSOR: C&C Thibodeau Properties LL, PO Box 1700, Conway NH, 038183

DESCRIPTION: Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will retroactively authorize continued occupancy at the Departments' current "Eastern District Office" comprised of 12,447 square feet of second floor space located 71 Hobbs Street, Conway NH. The extended term will allow the Department to complete programming initiatives and then undertake a competitive RFP process prior to entering into any renewal or new lease.

TERM: Ten (10) months: extending June 8, 2014 expiration date to April 8, 2015

RENT: The current rate of approx. \$15.89 per square foot which is \$197,736.00 annually shall remain unchanged (0% escalation) for the extended term, payable as \$16,478.00 per moth

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL: \$164,780.00 for the Ten (10) month term.

PUBLIC NOTICE: Sole-Source amendment of current lease, however any subsequent renewal or new lease will conform to all required competitive RFP processes

CLEAN AIR PROVISIONS: None applicable to an amended term

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

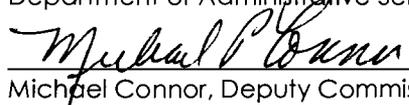
OTHER: Approval of the enclosed is recommended

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

Reviewed and recommended by:
Bureau of Planning and Management


Mary Belec, Administrator II

Approved by:
Department of Administrative Services


Michael Connor, Deputy Commissioner

