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

Nicholas A. Toumpas
Commissioner

Sheri L. Rockburn
Chief Financial Officer

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

November 7, 2014

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

*Sole Source
Retroactive*

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into a **sole source, retroactive** amendment to the existing lease with DESARN, LLC, 172 Route 101, Unit 25, Bedford, New Hampshire 03110 (Vendor #201382) for office space in Londonderry, New Hampshire, by increasing the price limitation in the amount of \$15,858.00 to \$234,762.00 from \$218,904.00 and by extending the term six months to June 19, 2015, effective retroactive to December 20, 2014 through June 19, 2015. Governor and Executive Council approved the original lease on January 16, 2008, item #62 and amendment approved on October 17, 2012, item #33. Funds are available in the following account for SFY 2015.

60% General / 40% Federal

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 2008	022-500248	Rents-Leases Other than State	\$17,780.00	\$ 0.00	\$17,780.00
SFY 2009	022-500248	Rents-Leases Other than State	\$30,655.00	\$ 0.00	\$30,655.00
SFY 2010	022-500248	Rents-Leases Other than State	\$30,962.00	\$ 0.00	\$30,962.00
SFY 2011	022-500248	Rents-Leases Other than State	\$31,274.00	\$ 0.00	\$31,274.00
SFY 2012	022-500248	Rents-Leases Other than State	\$31,586.00	\$ 0.00	\$31,586.00
SFY 2013	022-500248	Rents-Leases Other than State	\$31,716.00	\$ 0.00	\$31,716.00
SFY 2014	022-500248	Rents-Leases Other than State	\$31,716.00	\$ 0.00	\$31,716.00
SFY 2015	022-500248	Rents-Leases Other than State	\$13,215.00	\$15,858.00	\$29,073.00
Total			\$218,904.00	\$15,858.00	\$234,762.00

EXPLANATION

This request is submitted as a sole source amendment because it was determined to be a more cost effective way to secure the necessary office space for six months. The amendment is retroactive due to delays in documentation relative to LLC certification. The amendment is necessary to provide time to finalize the Request For Proposal, currently in process. The Department of Health and Human Services has occupied office space for the Bureau of Juvenile Justice Services for its Derry Itinerant Office located at One Commons Drive, Building B, Unit 11, since 2001. The Derry Itinerant Office has eight staff members and full-time caseloads assigned by the Derry District Court. These Juvenile Probation and Parole Officers are assigned to work with the Derry District Court and juveniles under their jurisdiction exclusively.

The leasing of space in Derry is particularly desirable because of the close working relationship and responsibilities the Juvenile Probation and Parole Officers have with the court, the juveniles they serve and the community. Office space in proximity of the court makes them more accessible to those they serve directly and demonstrates the Department's commitment to serve the community in the best manner possible. Reports to the Court relative to Court Ordered Placements (RSA 169-F) are provided more efficiently due to the Juvenile Probation and Parole Officers proximity.

The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Derry News in April 2007. The amendment reflects an increase of six months in the term of the lease to facilitate the Department's finalization of the Request For Proposal process and subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals, the Department will need a minimum of six months to complete such process. Extending the term will allow the Department of Health and Human Services to continue lawful payment of rent while continuing occupancy at the Premises.

The lease amendment negotiated with the current Landlord provides the same terms and conditions as the original lease at the same gross lease rate of \$20.65 per square foot for the term. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The square footage remains the same at 1,536 square feet.

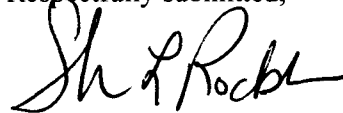
Approval of this lease renewal will allow the Department of Health and Human Services to continue to provide services efficiently to the court, with no interruption of services.

The area serviced by the Derry Itinerant Office is within the Derry District Court jurisdiction.

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

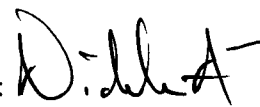
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this agreement.

Respectfully submitted,



Sheri L. Rockburn
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

LEASE SPECIFICS

Landlord:	DESARN, LLC 172 Route 101, Unit 25 Bedford, NH 03110
Location:	One Commons Drive Building B, Unit 11 Londonderry, New Hampshire 03053
Monthly Rent:	Year 1 \$2,643.00
Square Footage:	1,536
Square Foot Rate:	Year 1 \$20.65
Janitorial:	Included in rent
Utilities:	Included in rent
Term:	Commencing December 20, 2014 through June 19, 2015
Total Rent:	\$15,858.00

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

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

DATE: December 9, 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: DESARN, LLC, 172 Route 101, Unit 25, Bedford, NH 03110

DESCRIPTION: Retroactive Lease "Hold-Over" Amendment: Approval of the enclosed will authorize continued occupancy of the Departments' current Juvenile Justice and Derry Itinerant Offices comprised of 1,536 square feet located at One Commons, Drive, Building B, Unit 11, Londonderry, NH. The time provided by the extended term will allow the Department to complete a competitive lease RFP process and submit any resulting proposed lease to all required authorities for approval

TERM: Six (6) months: retroactively extending the December 19, 2014 expiration date to June 19, 2015

RENT: The current rate of approx. \$20.65 per square foot which is \$31,716.00 annually shall remain unchanged (0% escalation) for the extended term, payable as \$2,643.00 per moth

JANITORIAL: included in annual rent

UTILITIES: included in annual rent

TOTAL: \$15,858.00 for the Six (6) 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

AMENDMENT

This Agreement (hereinafter called the "Amendment") is dated, 11/3/14, 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 DESARN, LLC, (hereinafter referred to as the "Landlord") with a place of business at 172 Route 101, Unit 25, Bedford, New Hampshire 03110.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 1,536 square feet of space located at 1 Commons Drive, Building B, Unit 11, Ground level, Londonderry, New Hampshire first entered into November 7, 2007, which was approved by the Governor and Executive Council on January 16, 2008, item #62, and amendment approved October 17, 2012, item #33, 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 subsequent submittal of any replacement lease to all authorizing authorities for receipt of required approvals, and;

The Tenant will need up to six (6) months to complete such process, however, the Agreement expires well in advance of this, and;

Amendment of the current Agreement to provide a delay in the expiration of the term is necessary to authorize the Tenant's continued lawful payment of rent and occupancy while processes are concluded;

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

Amendment of Agreement;

3.1 Term: The expiration date of the current agreement, December 19, 2014 is hereby amended to terminate six (6) months thereafter, June 19, 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".

Initials: MD
Date: 11/3/14

4.1 Rent: The current annual rent of \$31,716.00, which is approximately \$20.65 per square foot, will remain the same for the term of the amendment, which shall be prorated to a monthly rent of \$2,643.00, which shall be due on the 20th day of the month during the amended term. The first monthly installment shall be due and payable December 20, 2014 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 20th 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 \$15,858.00.

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

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

Initials: MM
Date: 11/3/14

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

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

Date: 11/19/14

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

LANDLORD:

Date: 11/13/14

By *Michael R. Desroche*
Michael R. Desroche, Manager, DESARN, LLC

Acknowledgement: State of NH, County of Hillsborough
On (date) 11/13/14, before the undersigned officer, personally appeared *Michael Desroche*, 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: *Catherine M. McCaig*

Commission expires: Feb 6, 2018 Seal:

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



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

By: *Megan A. Vepa* Assistant Attorney General, on 12/4/14.

Approval by the New Hampshire Governor and Executive Council:

By: _____, on _____

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

<i>State Fiscal Year</i>	<i>Month</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2015	12/20/2014	\$ 2,643.00		
	1/20/2015	\$ 2,643.00		
	2/20/2015	\$ 2,643.00		
	3/20/2015	\$ 2,643.00		
	4/20/2015	\$ 2,643.00		
	5/20/2015	\$ 2,643.00	\$ 15,858.00	\$ 15,858.00
<i>Total Rent</i>			\$ 15,858.00	\$ 15,858.00

Initials: MD
Date: 11/3/14

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2014

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 Beals Insurance Agency, LLC 1 Hardy Road Ste. 5 BEDFORD NH 03110	CONTACT NAME: Murielle Tomsic PHONE (A/C No, Ext): (603) 471-9999 FAX (A/C No): (603) 471-9201 E-MAIL ADDRESS: mt@bealsinsurance.com PRODUCER CUSTOMER ID #: 765														
INSURED Desarn LLC 172 Route 101 Unit 25 Bedford NH 03110	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Providence Mutual</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Providence Mutual		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			BOP0063904	08/18/2014	08/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000			UMC0051218	08/18/2014	08/18/2015		EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Location 1B Commons Dr Unit 11 Londonderry NH 03053-- State of New Hampshire listed as additional insured

CERTIFICATE HOLDER State of New Hampshire Department of Health & Human Services 129 Pleasant St Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <MT>
--	---

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 Desarn, LLC is a New Hampshire limited liability company formed on June 23, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of November, A.D. 2014

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

William M. Gardner
Secretary of State

MANAGER'S CERTIFICATE
OF
DESARN, LLC

I, Michael R. Desroche, manager of Desarn, LLC do hereby certify that I am a duly elected and acting Manager of **Desarn, LLC** (the "Company"), a New Hampshire Limited liability company, and further certify as follows:

1. The Company is governed by an Operating Agreement, naming Michael R. Desroche as a Manager of the Company.

2. Michael R. Desroche has had authority to sign contracts as a manager since June 23, 2009.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 12 day of November, 2014 *Catherine M. McCaig*



Robert C. Arnold *Michael R. Desroche*
Robert C. Arnold, Manager Date 11-12-14 Michael R. Desroche, Manager Date 11/12/14

[View assistance for Search Results](#)

SAM.gov will be down for a scheduled maintenance window this Saturday night, 11/08/2014, from 8:00 PM to 11:00 PM (EST).

Search Results

Current Search Terms: desam* 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

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10/17/12
#33

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



Nicholas A. Toumpas
Commissioner

Stephen J. Mosher
Chief Financial Officer

BUREAU OF FACILITIES AND ASSETS MANAGEMENT

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COPY

August 31, 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 DESARN, LLC, 172 Route 101, Unit 25, Bedford, New Hampshire 03110 (Vendor #201382) for office space in Londonderry, New Hampshire, by increasing the price limitation in the amount of \$63,432.00 to \$218,904.00 from \$155,472.00 and by extending the term twenty-four months to December 19, 2014, effective December 20, 2012 or upon Governor and Executive Council approval, whichever is later, through December 19, 2014. Governor and Executive Council approved the original lease on January 16, 2008, item #62. Funds are available in the following account for SFY 2013 and are anticipated to be available in SFY 2014 through SFY 2015 upon the availability and continued appropriation of funds in the future operating budgets.

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

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SFY 2015	022-500248	Rents-Leases Other than State	\$ 0.00	\$13,215.00	\$13,215.00
Total			\$155,472.00	\$63,432.00	\$218,904.00

EXPLANATION

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 twenty-four months. Competitive bidding was rejected as

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
August 31, 2012

Y900

the cost to advertise, actually move the district office to a new location, cost to fit up a new location, the cost for telephone and data installation and the actual cost for movers would far outweigh the current lease expense in remaining at this location for the short term. The benefit of the sole source is not only cost effective, but also allows for business to continue as usual without interruption. The amendment is necessary to provide time to determine how regionalization of offices will impact the fate of the Derry Itinerant Office.

The Department of Health and Human Services has occupied office space for the Division of Juvenile Justice Services for its Derry Itinerant Office located at One Commons Drive, Building B, Unit 11, since 2001. The Derry Itinerant Office has eight staff members and full-time caseloads assigned by the Derry District Court. These Juvenile Probation and Parole Officers are assigned to work with the Derry District Court and juveniles under their jurisdiction exclusively.

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The original lease as approved by Governor and Council was competitively bid following the publication of the Request For Proposal in the New Hampshire Union Leader and the Derry News in April 2007. In addition, the current Landlord, the Commercial Investment Board of Realtors and others were sent a copy of the advertisement. Over and above the aforementioned, the Department of Administrative Services submitted the request For Proposal for inclusion on the State's WEB page and also the Department of Health and Human Services' WEB page for broadened exposure. The space search produced two viable letters of interest, Red Oak Property Management and Patricia Brodie (existing landlord at the time). The Department selected the existing property with Patricia Brodie for a five-year renewal; this property was the lowest cost proposal that provided the required accessibility and program needs of the Department. In addition, there were no moving expenses attributable to this proposal. Note that the lease was assigned to DESARN, LLC effective June 25, 2009 (see attached Consent to Assignment).

The lease amendment negotiated with the current Landlord provides the same terms and conditions as the original lease at a gross lease rate of \$20.65 per square foot for the term. The current rate is \$20.65 per square foot gross. Included in the monthly rental payments are the following costs associated with the leasehold property: base rent, heat, electricity, janitorial services, real estate taxes, and common area maintenance. The square footage remains the same at 1,536 square feet. The amendment reflects an increase of twenty-four months in the term of the lease. Extending the term will allow the Department to continue lawful payment of rent while continuing occupancy at the Premises. The Department will need twenty-four months to decide how regionalization of the district offices will impact the fate of this itinerant office and to finalize the process and obtain authorization of any subsequent lease contract.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
August 31, 2012
Page 3

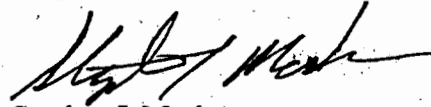
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The area serviced by the Derry Itinerant Office is within the Derry District Court jurisdiction.

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

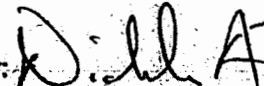
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Respectfully submitted,



Stephen J. Mosher
Chief Financial Officer

Approved by:



Nicholas A. Toumpas
Commissioner

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Square Footage:	1,536
Square Foot Rate:	Year 1 \$20.65 Year 2 \$20.65
Janitorial:	Included in rent
Utilities:	Included in rent
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This Agreement (hereinafter called the "Amendment") is dated, 8/15, 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 DESARN, LLC, (hereinafter referred to as the "Landlord") with a place of business at 172 Route 101, Unit 25, Bedford, New Hampshire 03110.

Whereas, pursuant to a five-year Lease agreement (hereinafter called the "Agreement"), for 1,536 square feet of space located at 1 Commons Drive, Building B, Unit 11, Ground level, Londonderry, New Hampshire first entered into November 7, 2007, which was approved by the Governor and Executive Council on January 16, 2008, item #62 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 allow time to determine the fate of the Itinerant Office as it relates to regionalization of the District Offices. Regionalization could alter the location, size and/or existence of the Itinerant Office, and;

The Tenant will need up to twenty-four (24) months to determine the fate of this itinerant Office and if necessary, 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, December 19, 2012 is hereby amended to terminate twenty-four (24) months thereafter, December 19, 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".

Initials: MD
Date: 8/15/12

4.1 Rent: The current annual rent of \$31,716.00, which is approximately \$20.65 per square foot, will remain the same for the term of the amendment, which shall be prorated to a monthly rent of \$2,643.00, which shall be due on the 20th day of the month during the amended term. The first monthly installment shall be due and payable December 20, 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 20th 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 \$63,432.00.

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

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

Initials: MM
Date: 8/15/12

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

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

Date: 9/4/12

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

LANDLORD:

Date: 8/15/12

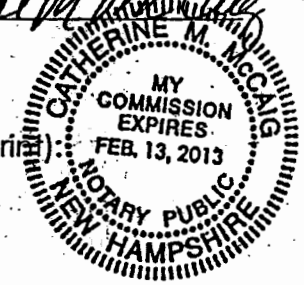
By [Signature]
Michael R. Desroche, Manager, DESARN, LLC

Acknowledgement: State of NH, County of Willsborough
On (date) 8/15/12, before the undersigned officer, personally appeared Michael Desroche, 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: 2/13/13 Seal:

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



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

By: [Signature]
Seanne P. Herick, Assistant Attorney General, on 20 sep. 2012

Approval by the New Hampshire Governor and Executive Council:

By: [Signature] on OCT 17 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>
2013	12/20/2012	\$ 2,643.00		
	1/20/2013	\$ 2,643.00		
	2/20/2013	\$ 2,643.00		
	3/20/2013	\$ 2,643.00		
	4/20/2013	\$ 2,643.00		
	5/20/2013	\$ 2,643.00		
2014	6/20/2013	\$ 2,643.00		\$ 18,501.00
	7/20/2013	\$ 2,643.00		
	8/20/2013	\$ 2,643.00		
	9/20/2013	\$ 2,643.00		
	10/20/2013	\$ 2,643.00		
	11/20/2013	\$ 2,643.00	\$ 31,716.00	
	12/20/2013	\$ 2,643.00		
	1/20/2014	\$ 2,643.00		
	2/20/2014	\$ 2,643.00		
	3/20/2014	\$ 2,643.00		
	4/20/2014	\$ 2,643.00		
2015	5/20/2014	\$ 2,643.00		
	6/20/2014	\$ 2,643.00		\$ 31,716.00
	7/20/2014	\$ 2,643.00		
	8/20/2014	\$ 2,643.00		
	9/20/2014	\$ 2,643.00		
	10/20/2014	\$ 2,643.00		
	11/20/2014	\$ 2,643.00	\$ 31,716.00	\$ 13,215.00
Total Rent			\$ 63,432.00	\$ 63,432.00

Initials: MD
Date: 8/15/12

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2012

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 Beals Insurance Agency, LLC 1 Hardy Road Sta. 5 BEDFORD NH 03110	CONTACT NAME: Murielle Tomsic PHONE (A/C No. Ext.): (603) 471-9999 FAX (A/C No.): (603) 471-9201 E-MAIL ADDRESS: mt@bealsinsurance.com PRODUCER CUSTOMER ID #: 765														
INSURED Desam LLC 172 Route 101 Unit 25 Bedford NH 03110	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
		INSR	WVD						
A	GENERAL LIABILITY			1-660-7725N913-IND-12	06/24/2012	06/24/2013	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	GENL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COM/OP AGG	\$ 2,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR						AGGREGATE	\$	
	<input type="checkbox"/> CLAIMS-MADE							\$	
	DEDUCTIBLE							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				OTHR	\$	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

Location 1B Commons Dr Unit 11 Londonderry NH 03053-- State of New Hampshire listed as additional insured

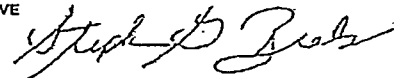
CERTIFICATE HOLDER

State of New Hampshire
 Department of Health & Human Services
 129 Pleasant St
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



<MT>

ADDITIONAL REMARKS SCHEDULE

AGENCY Beals Insurance Agency, LLC		NAMED INSURED Desam LLC	
POLICY NUMBER I-660-7725N913-IND-12		172 Route 101 Unit 25 Bedford NH 03110	
CARRIER Travelers	NAIC CODE	EFFECTIVE DATE: 06/24/2012	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: conditions

This certificate of insurance 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, terms, exclusions, and conditions afforded by the policy or policies reference herein.

TRAVELERS CORP. TEL: 1-800-328-2189
COMMERCIAL BUILDING
COMMON POLICY DECLARATIONS
ISSUE DATE: 05/07/12
POLICY NUMBER: I-660-7725N913-IND-12

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
DESARN LLC
172 ROUTE 101 UNIT 25
BEDFORD, NH 03110

2. POLICY PERIOD: From 06/24/12 to 06/24/13 12:01 A.M. Standard Time at
your mailing address.

3. LOCATIONS
Premises Bldg.
Loc. No. No. Occupancy Address

SEE IL TO 03

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
COMMERCIAL PROPERTY COV PART DECLARATIONS CP TO 11 01 03 IND
COMMERCIAL GENERAL LIABILITY COV PART DECLARATIONS CG TO 01 11 03 IND

5. NUMBERS OF FORMS AND ENDORSEMENTS
FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy
containing its complete provisions:
Policy Policy No. Insuring Company

DIRECT BILL
7. PREMIUM SUMMARY:
Provisional Premium \$ 508
Due at Inception \$
Due at Each \$

NAME AND ADDRESS OF AGENT OR BROKER:
BEALS INS AGENCY LLC (CPN78)
ONE HARDY ROAD, PMB#225
BEDFORD, NH 03110

COUNTERSIGNED BY:

Authorized Representative

DATE: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE*

Premises No.	Building No.	Total Limit Of Insurance Permitted On The Building
1	1	\$ 10,715
		\$
		\$
		\$
		\$

*(Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

A. When this endorsement is attached to the Standard Property Policy CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

B. The following provisions apply except when Paragraph F. of this endorsement applies:

Paragraphs 2. and 3. of the Cancellation Common Policy Conditions are replaced by the following:

2. a. We may cancel this policy by mailing or physically delivering to you notice of cancellation, stating the reasons for cancellation, at least:

(1) 10 days before the effective date of cancellation if we cancel for:

(a) Nonpayment of premium; or

(b) Substantial increase in hazard;

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

b. If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation affecting the policy or the presentation of a claim hereunder, or violation of any of the terms or conditions of the policy; or

(3) Substantial increase in hazard provided that cancellation for this reason shall be effective only after prior approval of the Commissioner.

3. We will mail or physically deliver our notice to your last mailing address known to us. If notice is mailed, it will be by:

a. Certified mail or certificate of mailing if cancellation is for nonpayment of premium.

b. Certified mail if cancellation is for any other reason.

Proof that the notice was mailed in accordance with Paragraph 3.a. or 3.b. will be sufficient proof of notice.

C. Paragraph 6. of the Cancellation Common Policy Condition is deleted.



One Tower Square, Hartford, Connecticut 06183

COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS

POLICY NO.: I-660-7725N913-IND-12
ISSUE DATE: 05-07-12

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

DECLARATIONS PERIOD: From 06-24-12 to 06-24-13 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial General Liability Coverage Part consists of these Declarations and the Coverage Form shown below.

1. COVERAGE AND LIMITS OF INSURANCE:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
General Aggregate Limit (Other than Products-Completed Operations)	\$ 4,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
Personal & Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 2,000,000
Damage To Premises Rented To You Limit (any one premises)	\$ 300,000
Medical Expense Limit (any one person)	\$ 5,000

2. AUDIT PERIOD: NONE

3. FORM OF BUSINESS: LLC

4. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE ATTACHED AS A SEPARATE LISTING.

**COMMERCIAL GENERAL LIABILITY COVERAGE
IS SUBJECT TO A GENERAL AGGREGATE LIMIT**

LOCATION SCHEDULE

POLICY NUMBER: I-660-7725N913-IND-12

This Schedule of Locations and Buildings applies to the Common Policy Declarations for the period 06-24-12 to 06-24-13.

Loc. No.	Bldg. No.	Address	Occupancy
1	1	1B COMMONS DR, UNIT 11 LONDONDERRY, NH 03053	LRO - OFFICE

POLICY NUMBER: I-660-7725N913-IND-12

COMMERCIAL GENERAL LIABILITY
ISSUE DATE: 05-07-12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):

THE STATE OF NEW HAMPSHIRE
1B COMMONS DR, UNIT 11
LONDONDERRY, NH 03053

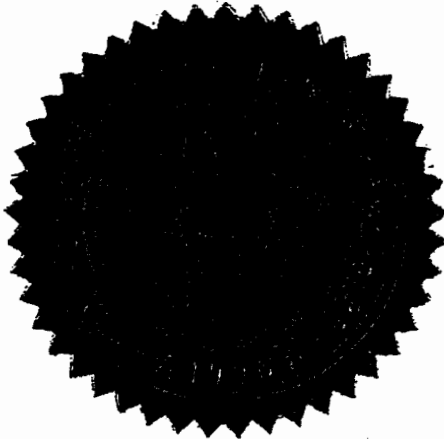
Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

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 Desarn, LLC is a New Hampshire limited liability company formed on June 23, 2009. 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 24th day of August, A.D. 2012.


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

William M. Gardner
Secretary of State

LLC CERTIFICATION OF AUTHORITY

I, Michael Desroche hereby certify that I am the Manager for Desarn, LLC a New Hampshire LLC.

I certify that I am authorized to bind the company pursuant to the provision in the LLC operating agreement. I understand that the State of NH will rely on this certificate as evidence that I have the full authority to bind the company.


Michael Desroche
Manager

8/15/12

Username Password **LOGIN**

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[Create an Account](#)

SAM System for Award Management

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Search Results

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

Current Search Terms: DESARN LLC

Top Search

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Showing page 0 of 0

Order

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FILTER RESULTS

No records found for current search.

By Record Status

- Active
- Inactive

By Functional Area

- Entity Management
- Performance Information

Clear Filters

Note: Filters are case sensitive

Showing page 0 of 0

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SAM | System for Award Management
1.01

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.
Server: www4

Service Desk
URL: <http://www.FSD.gov>
(8am - 8pm Eastern Time)
US Calls: 866-606-8220
International Calls: 334-206-7828
DSN: 809-463-3376
IBM v1.89.20120815-2041



Consent to Assignment

The New Hampshire Department of Health and Human Services ("State") hereby conditionally consents to Patricia Brodie's assignment of its lease with the N.H. Department of Health and Human Services five-year Lease Agreement dated November 7, 2007 (hereinafter "Lease"), a copy of which is attached hereto, to Desarn, LLC.

The State's consent to assignment is conditioned upon Desarn 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 June 25, 2009.

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

DATE: 7/17/09 BY: David S. Clapp
David S. Clapp, Bureau Chief, BFAM

LANDLORD: Patricia Brodie


Date: 6/25/09 BY: Patricia Brodie
(Authorized Signature) Landlord

Acknowledgement: State of NH, County of Hillsborough.

On (date) June 25, 2009, before the undersigned officer, personally appeared

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

Signature of Notary Public or Justice of the Peace: Tanya Richmond

Commission expires: 6-3-14 Seal: 

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

Tanya G. Richmond

ASSIGNEE: Desarn, LLC

Date: 6/25/09 BY: [Signature]
(Authorized Signature) Assignee

Acknowledgement: State of NIH, County of Hillsborough.

On (date) June 25, 2009, before the undersigned officer, personally appeared

Michael P. Desroche who satisfactorily proved to be the person identified above as the owner, and he personally executed this document.
Manager of Desarn, LLC

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

Commission expires: 6-3-14 Seal:

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

Tanya G. Richmond

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement is made as of June 25, 2009 by and among Patricia Brodie with an address of 21 Pinecrest Drive, Manchester, New Hampshire, ("Assignor") and Desarn, LLC, a New Hampshire limited liability company, ("Assignee").

Reference is made to the following:

A. As used herein the "Lease Agreement" shall mean the Standard Lease Agreement dated November 7, 2007 between the Assignor as Landlord and the State of New Hampshire, Department of Health and Human Services as the Tenant, a copy of which is attached hereto as Exhibit A. The Assignor is the present holder of the lessor's interest under the Lease Agreement.

B. The Lease Agreement pertains to certain property of the Assignor located at 1 B Commons Drive, Unit 11, Londonderry, New Hampshire (the "Premises") which is subject to a certain Purchase and Sales Agreement and Deposit Receipt, dated June 10, 2009 between the Assignor and the Assignee.

C. Pursuant to the aforementioned Purchase and Sales Agreement and Deposit Receipt, dated June 10, 2009 between the Assignor and the Assignee, the Assignor is assigning to the Assignee the Lease Agreement and the Assignor's leasehold interest in and to the Premises on the date hereof.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby agree as follows:

1. The Assignor hereby assigns, transfers, grants and sets over unto the Assignee all of its right, title and interest as Lessor/Landlord under the Lease Agreement.

2. The Assignee hereby accepts the foregoing assignment and hereby assumes and agrees with the Assignor to perform, fulfill and observe all of the covenants, agreements, warranties, obligations and liabilities of the Assignor under the Lease arising on or after the date hereof. The Assignee hereby agrees to exonerate, indemnify, defend and hold harmless the Assignor from and against any and all claims, suits, obligations, liabilities, damages, costs and expenses arising from or in any way related to the Lease Agreement out of facts or situations occurring after the date of this Agreement. The Assignor hereby agrees to exonerate, indemnify, defend and hold harmless the Assignee from and against any and all claims, suits, obligations, liabilities, damages, costs and expenses, arising from or in any way related to the Lease Agreement out of facts or situations occurring on or before the date of this Agreement.

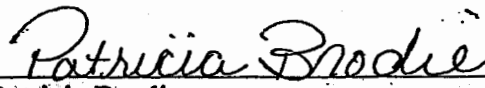
3. The Assignor hereby warrants and represents to the Assignee that all amounts due and owing by State of New Hampshire, Department of Health and Human Services to the Assignor under the Lease Agreement have been paid in full, and that neither Assignor nor Tenant are in default under the terms and conditions of the Lease Agreement as of the date of this Agreement.

4. This Agreement shall inure to the benefit of and shall be binding upon the

undersigned parties and their respective heirs, successors and assigns.

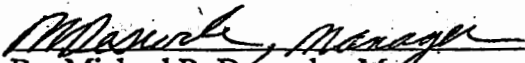
Executed as a sealed instrument as of the first date written above.

ASSIGNOR:



Patricia Brodie

ASSIGNEE:
Desarn, LLC



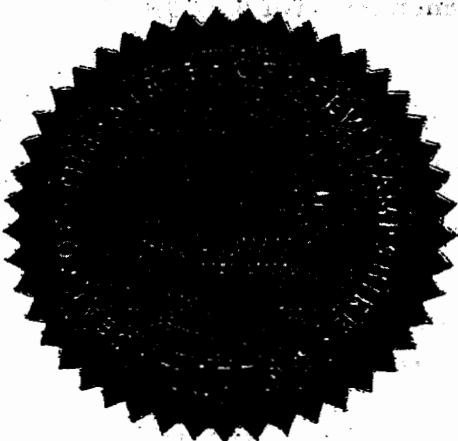
By: Michael R. Desroche, Manager
Duly Authorized

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 DESARN, LLC is a New Hampshire limited liability company formed on June 23, 2009. 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 23rd day of June, A.D. 2009

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

William M. Gardner
Secretary of State

BK 5026 PG 0034


C/H
L-CHIP
ROA038181

MAIL TO

RETURN TO:

~~Richmond Law Firm, P266~~
~~15 Constitution Drive, Suite 110~~
~~Bedford, New Hampshire 03120~~

STATE OF NEW HAMPSHIRE

DEPARTMENT OF REVENUE ADMINISTRATION  REAL ESTATE TRANSFER TAX

1 THOUSAND 8 HUNDRED AND XX DOLLARS

062509 872487 \$1800.00

VOID IF ALTERED

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Patricia Brodie f/n/a Patricia Brodie Coffin, a single woman, with an address of 21 Pinebrook Place, City of Manchester, County of Hillsborough, State of New Hampshire, for consideration paid, grants to Desarn, LLC, with an address of 172 Route 101, Unit 25, Town of Bedford, County of Hillsborough, State of New Hampshire with WARRANTY COVENANTS, the following described premises

One unit in The Professional Office Condominium at Londonderry Commons, located off Route 102, so-called, in Londonderry, County of Rockingham and State of New Hampshire, and being more particularly bounded and described as follows:

Shown as Unit 11, of Building II, described and identified in the Declaration of Condominium, The Professional Office Condominium at Londonderry Commons, dated April 4, 1986, and recorded at Book 2596, Page 0664, at the Rockingham County Registry of Deeds, which Declaration, together with the By-Laws and other appendices thereto, are sometimes hereinafter called "Declaration", and also shown on a certain site plan for The Professional Office Condominiums at Londonderry Commons, Londonderry, N.H. and certain floor plans for The Professional Office Condominiums at Londonderry Commons, all recorded in the Rockingham County Registry of Deeds, hereinafter collectively referred to as the "Plans".

Also conveying an undivided 4.59% interest in the Common Area as defined, described and identified in the Declaration and its Amendment recorded at Book 2748, Page 2162, and on the Plans.

Also conveying the following rights and easements:

1. Easement in common with others to use the Common Area excepting Limited Common Area, as set forth in the Declaration.
2. An exclusive easement to use the Limited Common Area appurtenant to the Unit conveyed herein, as defined and described in the Declaration and on the Plan.
3. Non-exclusive easements for structural support and encroachments and for repair, and also such other rights and easements as set forth in the Declaration.
4. An easement for any and all purposes over all rights-of-way as shown on the plan entitled "Subdivision and Consolidation Plan, Route 102 and Gilcrest

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ROCKINGHAM COUNTY
REGISTRY OF DEEDS

BK 5026 PG 0035

Road, Londonderry, N.H.", dated May, 1985, said plan approved by the Londonderry Planning Board on July 24, 1985 and recorded in Rockingham County Registry of Deeds.

This conveyance is subject to the following:

1. There is excepted from the Unit conveyed herein the Common Area lying within said Unit as set forth in the Declaration.
2. Non-exclusive easements for structural support, encroachments, and repair in favor of the owners of other Units in the Condominium as set forth in the Declaration, and the other provisions of the Declaration as amended from time to time by instruments recorded in the Rockingham Country Registry of Deeds, which provisions, together with any amendments thereto shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in said units, as though such provisions were recited and stipulated at length herein.
3. Other easements, covenants and restrictions of record.

The premises are hereby conveyed subject to any and all easements, rights of way, restrictions, agreements, and any and all other instruments of record.

Meaning and intending to convey a portion of the premises described in a Quitclaim Deed dated April 1, 2000 from Peter A. Coffin to Patricia Brodie Coffin and recorded at Book 3470, Page 616.

Further meaning and intending to convey a portion of the premises described in deed of Gary N. Stapleford and William J. Cullen, as Trustees of the C&S Realty Trust, to Peter A. Coffin and Patricia Brodie Coffin, dated December 4, 1995 and recorded at Book 3130, Page 2138 in the Rockingham County Registry of Deeds.

This is not homestead property.

Dated June 25, 2009.

Jany Weir
Witness

Patricia Brodie f/k/a Patricia Brodie Coffin
Patricia Brodie f/k/a Patricia Brodie Coffin

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this the 25 day of June, 2009 before me, Tanya G. Richardson, the undersigned officer, personally appeared Patricia Brodie f/k/a Patricia Brodie Coffin, individually known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

Jany Weir
Justice of the Peace/Notary Public
My Commission Expires 6-3-14

**MANAGER'S CERTIFICATE
OF
DESARN, LLC**

I, Michael R. Desroche, manager of Desarn, LLC do hereby certify that I am a duly elected and acting Manager of **Desarn, LLC** (the "Company"), a New Hampshire limited liability company, and further certify as follows:

1. Attached hereto as Exhibit A is a true and complete copy of the Certificate of Formation filed with the Secretary of the State of New Hampshire. Such Certificate of Formation has not been amended, rescinded or repealed and remains in full force and effect as of the date hereof.

2. The Company is governed by an Operating Agreement, naming Michael R. Desroche as a Manager of the Company.

3. I hereby certify I am authorized under the provisions of said Operating Agreement to bind the Company and to take all actions necessary on behalf of the Company for Desarn, LLC to assume the Lessor's obligations set forth under the Standard Lease Agreement between Patricia Brodie and State of New Hampshire, Department of Health and Human Services dated ~~December 19, 2007~~ ^{NOVEMBER 7, 2007} (MO)

4. I hereby acknowledge and understand the State of New Hampshire will rely upon this Certificate as evidence of my full authority to bind the Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the 25 day of June, 2009.


Michael R. Desroche, Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2009

PRODUCER 603-471-9222
 Beals Insurance Agency, LLC
 178 Route 101, Unit 22A
 Bedford, NH 03110

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
 DESARN LLC
 18 COMMONS DR UNIT 11 LONDONDERRY NH 03053
 172 ROUTE 101 UNIT 25
 BEDFORD NH 03110

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: TRAVELERS	
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 LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PACKAGE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	I-660-7725N913-IND-09	6/24/09	6/24/10	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 \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> Y <input type="checkbox"/> N WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER IMPROVEMENTS & BETTERMENTS				LIMIT \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 LOCATION: ONE COMMONS DRIVE BUILDING B UNIT 11 LONDONDERRY NH 03053.
 CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN RESPECTS TO GENERAL LIABILITY PER WRITTEN CONTRACT.

CERTIFICATE HOLDER
 STATE OF NEW HAMPSHIRE
 DEPT OF HEALTH & HUMAN SVCS
 129 PLEASANT STREET
 CONCORD NH 03301

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

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

This Certificate of Insurance 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.



Search - Current Exclusions

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

View Cause and Treatment Code Descriptions

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

Agency & Acronym Information

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

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Desarn, LLC
As of 06-Jul-2009 2:49 PM EDT
Save to MyEPLS

Your search returned no results.

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

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

Resources

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

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

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

Contact Information

- > Email: support@epls.gov
eplscomments@epls.gov
- > Phone: 1-866-GSA-EPLS
1-866-472-3757