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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

December 22, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05; 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, and 2020-23, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing lease agreement with the Steeplegate Mall Realty, LLC, Concord, NH, (Vendor Code: 334854) to provide 10,000 square feet of additional space for the Division of Public Health Services' COVID-19 Operations Center for vaccine distribution, by increasing the price limitation by \$53,175, from \$300,900 to \$354,075, with no change to the lease agreement completion date of September 30, 2022, effective January 1, 2021. Source of funds: 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Years 2022 and 2023 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-90-903010-18350000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90027027	\$111,168	\$15,000	\$126,168
2022	102-500731	Contracts for Prog Svc	90027027	\$151,563	\$30,450	\$182,013
2023	102-500731	Contracts for Prog Svc	90027027	\$38,169	\$7,725	\$45,894
			<b>Total</b>	<b>\$300,900</b>	<b>\$53,175</b>	<b>\$354,075</b>

**EXPLANATION**

This amendment is **Sole Source** because the original agreement was sole source and MOP 150 requires any subsequent amendment to be identified as sole source.

The purpose of this amendment to the current lease agreement is to provide the Division of Public Health Services' COVID-19 Operations Center with an additional 10,000 square feet of drive-thru garage space to be used for a COVID-19 vaccine distribution unit. The Governor previously authorized the Department to enter into a Sole Source lease agreement with the Steeplegate Mall Realty, LLC to provide office space for the Division of Public Health Services' COVID-19 Operations Center, approved by the Governor and submitted to the Governor and Council as Informational Item #A on the December 2, 2020, agenda. The lease agreement is for a term of two-years, with the option to terminate early with ninety days advance notice and subject to the completion of the initial twelve months.

The additional space will provide a covered drive-through location centrally located at 270 Loudon Road, Concord, NH. This location will replace the drive-through services currently being provided at the Department's Warehouse facility at 19 Terrill Park, Concord, NH.

The annual rent will be increased by \$30,000, or approximately \$3.00 per square foot, effective January 1, 2021, which equates to a total amended increase of \$53,175 and price limitation of \$354,075. Additional costs include utilities, anticipated to cost \$2,000 per month, and janitorial services, anticipated to cost \$800 per month. Utility expenses shall be a contingency in the amount of \$42,000 authorized to be paid directly to the Steeplegate Mall Realty, LLC.

Area served: Statewide

Funding for this request is 100% Federal Funds.

The Department will request General Funds in the event that Federal Funds are no longer available should services still be needed.

Respectfully submitted,



 Lori A. Shibanette  
Commissioner

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

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

**DATE:** Jan 21, 2021

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

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

**LESSEE:** Department of Health and Human Service, Div. of Public Health Services, 129  
Pleasant Street, Concord, NH 03301

**LESSOR:** Steeplegate Mall Realty LLC, Steeplegate CH LLC, and Steeplegate Nassim LLC.  
270 Loudon Road, Concord, NH 03301

**DESCRIPTION:** Lease Amendment : Informational item; Approval of the enclosed will authorize adding of a drive thru area to distribute vaccines to the Steeplegate lease; to add #7000, approximately 10,000SF; the rental of 34,704 square feet of office space and drive thru space located at 270 Loudon Road, Unit 1026 and 7000, Concord NH. This space is used by the Department of Health and Human Services for the distribution of COVID-19 vaccines.

**TERM:** Two (2) Year, commencing October 1, 2020 ending September 30, 2022

**OPTIONS:** There are no options to extend the term

**ANNUAL RENT:** Additional monthly rent for 10,000SF is \$3.00 SF, increases the monthly by \$2,500.00, annual \$30,000.00, Amending the monthly to \$14,852.00; This will increase the Total of the lease to \$354,075.00.

**JANITORIAL:** The janitorial services are provided by the DHHS and are not included in the lease costs, the estimated cost per year will increase from \$16,500.00 to \$26,100.00.

**UTILITIES:** Provision of utilities are not included in the lease and are provided by DHHS, estimated cost per year will increase from at \$5,000.00 a month to \$2,000.00, annually \$26,100.00.

**TOTAL COST:** Two (2) Years lease \$ 354,075.00 + est \$168,000.00 util + est \$71,400.00 Janitorial = Total of \$593,475.00

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

of the cost to move and the term is only for 24 month.

**CLEAN AIR PROVISIONS:** Emergency waiver for this short term leave due to the COVID-19 situation.

**BARRIER-FREE DESIGN COMMITTEE:** Wavier to exempt from Committee review due to use of space because of the emergency need of temporary space due to the COVID-19 situation.

**DEMISE PLAN:** On file with Lessee, Lessor and DAS Bureau of Planning & Management

**OTHER:** Approval of the enclosed is recommended

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

Reviewed and recommended by:  
Bureau of Planning and Management



\_\_\_\_\_

Gail L. Rucker, Administrator II

Approved by:  
Division of Plant and Property MGMT



\_\_\_\_\_ Asst. Comm.

Joseph Bouchard, Assistant Commissioner

**AMENDMENT**

This 1<sup>st</sup> Amendment (hereinafter called the "Amendment") 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 STEEPLEGATE MALL REALTY LLC, (hereinafter referred to as the "Landlord"), with a place of business at 270 Loudon Road, Concord, New Hampshire 03301.

WHEREAS, pursuant to a sole source lease agreement (hereinafter called the "Agreement"), commencing on October 1, 2020, approved by the Governor and Executive Council on December 2, 2020, Informational Item #A, 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 hereby agree to amend the Agreement to include an additional 10,000 square feet within the same complex where the Tenant currently leases space for related COVID-19 functions. The additional space to be used as a COVID-19 vaccine distribution unit beginning January 1, 2021;

WHEREAS, the rental rate for the additional space is \$3.00 per square foot with no renovations required for use; and

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

**Amendment of Agreement:**

**Section 2. Demise of the Premises:** The demise of the premises is hereby amended to include Unit #7000 for the additional space, for a revised total square footage of approximately 34,704 SF.

**Section 4.1 Rent:** The current annual rent will be increased by \$30,000.00 (approximately \$3.00 per square foot), or a prorated increase of \$2,500 per month, providing an amended monthly rental payment of \$14,852.00. The first monthly installment shall be due and payable January 1, 2021 in accordance with Attachment A, Tenant's Fiscal Year Schedule of Rental Payments. The monthly rent shall continue to be paid on the 1<sup>st</sup> day of each month in accordance with the terms herein. The total amount of rent to be paid under the terms of this Agreement shall not exceed \$354,075.00.

Initials: ADH  
Date: 12/22/2020

**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: ABM  
Date: 12/22/2020

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

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

Date: 1/5/2021

By Lori A. Weaver  
Lori A. Weaver, Deputy Commissioner

LANDLORD: Steeplegate Mall Realty LLC

Date: 12/22/2020

By X  
(Authorized Signature) Igal Namdar, Member

Acknowledgement: State of New York, County of Nassau

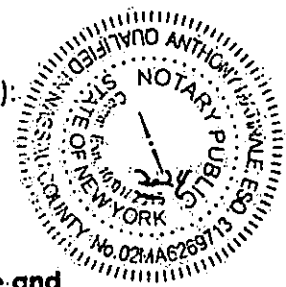
On (date) 12/22/2020, before the undersigned officer, personally appeared Igal Namdar, who satisfactorily proved to be the person identified above as the member, and he personally executed this document.

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

Commission expires: 10/1/2024 Seal:

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

Anthony Matraco



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

By [Signature], Assistant Attorney General, on 1/15/2021

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

By: \_\_\_\_\_ on \_\_\_\_\_

**ATTACHMENT TO EXHIBIT A  
TENENAT'S FISCAL YEAR SCHEDULE OF RENTAL PAYMENTS**

<u>State Fiscal Year</u>	<u>Month</u>	<u>Original Payment</u>	<u>Additional Space Payment</u>	<u>Total Payment</u>	<u>Fiscal Year Total</u>
2021	10/1/2020	\$ 12,352.00		\$ 12,352.00	
	11/1/2020	\$ 12,352.00		\$ 12,352.00	
	12/1/2020	\$ 12,352.00		\$ 12,352.00	
	1/1/2021	\$ 12,352.00	\$ 2,500.00	\$ 14,852.00	
	2/1/2021	\$ 12,352.00	\$ 2,500.00	\$ 14,852.00	
	3/1/2021	\$ 12,352.00	\$ 2,500.00	\$ 14,852.00	
	4/1/2021	\$ 12,352.00	\$ 2,500.00	\$ 14,852.00	
	5/1/2021	\$ 12,352.00	\$ 2,500.00	\$ 14,852.00	
2022	6/1/2021	\$ 12,352.00	\$ 2,500.00	\$ 14,852.00	\$ 126,168.00
	7/1/2021	\$ 12,352.00	\$ 2,500.00	\$ 14,852.00	
	8/1/2021	\$ 12,352.00	\$ 2,500.00	\$ 14,852.00	
	9/1/2021	\$ 12,352.00	\$ 2,500.00	\$ 14,852.00	
	10/1/2021	\$ 12,723.00	\$ 2,500.00	\$ 15,223.00	
	11/1/2021	\$ 12,723.00	\$ 2,500.00	\$ 15,223.00	
	12/1/2021	\$ 12,723.00	\$ 2,500.00	\$ 15,223.00	
	1/1/2022	\$ 12,723.00	\$ 2,575.00	\$ 15,298.00	
	2/1/2022	\$ 12,723.00	\$ 2,575.00	\$ 15,298.00	
	3/1/2022	\$ 12,723.00	\$ 2,575.00	\$ 15,298.00	
	4/1/2022	\$ 12,723.00	\$ 2,575.00	\$ 15,298.00	
	5/1/2022	\$ 12,723.00	\$ 2,575.00	\$ 15,298.00	
2023	6/1/2022	\$ 12,723.00	\$ 2,575.00	\$ 15,298.00	\$ 182,013.00
	7/1/2022	\$ 12,723.00	\$ 2,575.00	\$ 15,298.00	
	8/1/2022	\$ 12,723.00	\$ 2,575.00	\$ 15,298.00	
	9/1/2022	\$ 12,723.00	\$ 2,575.00	\$ 15,298.00	\$ 45,894.00
<b>Total Rent</b>		\$ 300,800.00	\$ 53,175.00	\$ 354,075.00	\$ 354,075.00

Initials: ASW  
Date: 12/22/2020



EXHIBIT C

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 12/22/2020

Company Name: Steeplegate Mall Realty LLC  
Address: 150 Great Neck Road, Suite 304  
Great Neck, NY 11021

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

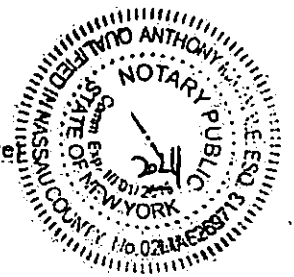
Authorized Signor's Name Printed Isa Nandar  
Authorized Signor's Signature [Signature]  
Authorized Signor's Title Authorized Agent

NOTARY PUBLIC/JUSTICE OF THE PEACE  
COUNTY: Massachusetts STATE: New York ZIP: 11021

On the 22 day of December, 2020 personally appeared before me, the above named Isa Nandar in his/her capacity as authorized representative of Steeplegate Mall Realty LLC known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.  
[Signature]  
(Notary Public/Justice of the Peace)

My commission expires: 10/1/2024 (Date)



# State of New Hampshire

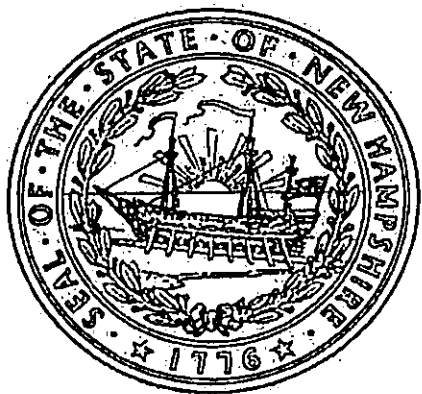
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STEEPLEGATE MALL REALTY LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 16, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 744399

Certificate Number: 0005024502



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of October A.D. 2020.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**


I, Igal Namdar of the STEEPLEGATE MALL REALTY LLC, under RSA 304-C, do hereby certify that:

1. I am the authorized agent of the of the STEEPLEGATE MALL REALTY LLC:

This Limited Liability Company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the authorized agent is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate, and Igal Namdar is the duly elected authorized agent of the Limited Liability Company.

2. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Limited Liability Company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.

  
\_\_\_\_\_  
Igal Namdar  
Authorized Agent  
Steeplegate Mall Realty LLC  
12/22/2020  
Date



MIDNEC-02

AWONG

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MMDDYYYY)  
10/6/2020

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

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

<b>PRODUCER</b> License # 0757776 Encino, CA - GNW - HUB International Insurance Services Inc. 16030 Ventura Blvd. Suite 500 Encino, CA 91436	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (818) 257-7400 FAX (A/C, No.): (818) 257-7450
	ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #
<b>INSURED</b> Steeplegate Mall Realty, LLC Steeplegate CH LLC and Steeplegate Nassim, LLC 270 Loudon Road Concord, NH 03301	INSURER A: Starr Indemnity and Liability 38318 INSURER B: Fireman's Fund Insurance Company 21873 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 INSR	SUBR LTR	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER POLICY <input checked="" type="checkbox"/> LOC \$25,000,000 Per Location Agreey <input checked="" type="checkbox"/> OTHER	X		1000305091201	4/9/2020	4/9/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCUR) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE CED    RETENTIONS			USL0065520U	4/9/2020	4/9/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATE    OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYED \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: Steeplegate Lease/Location: 270 Loudon Road, Unit 1026, Concord, NH 03301

The certificate holder is included as Additional insured with respects to the referenced location. Additional insured status is valid only if a written contract/agreement is required of the insured and is in effect. This insurance is primary and non-contributory as per the policy's terms, conditions and exclusions. Waiver of Subrogation as per the attached policy endorsement.

Thirty (30) Day Notice of Cancellation, 10 Day Notice of Cancellation for nonpayment (applies to all lines).

<b>CERTIFICATE HOLDER</b> The State of New Hampshire, Health and Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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### ADDITIONAL REMARKS SCHEDULE

AGENCY Encino, CA - GNW - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Steeplegate Mall Realty, LLC Steeplegate CH LLC and Steeplegate Nassim, LLC 270 Loudon Road Concord, NH 03301
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

#### Additional Coverage

Active Shooter and Malicious Attack  
 Lloyds Syndicate (Hiscox)  
 Effective Dates 04/09/2020 - 04/09/2021  
 UTS2557180.20

\$5,000,000 Per Occurrence  
 \$5,000,000 Aggregate

POLICY NUMBER: 1000305091201

COMMERCIAL GENERAL LIABILITY  
CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Person Or Organization:

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



Lori A. Shibanette  
Commissioner

Lori A. Weaver  
Deputy Commissioner

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*OFFICE OF THE COMMISSIONER*

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9200 1-800-852-3345 Ext. 9200  
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 13, 2020

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

**INFORMATIONAL ITEM**

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a Sole Source lease agreement with the Steeplegate Mall Realty, LLC, Concord, NH 03301 (Vendor Code: *pending*) in the amount of \$300,900, to provide office space for the Division of Public Health Services COVID-19 Operations Center, effective for the period of October 1, 2020, through September 30, 2022. Source of funds: 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021 and are anticipated to be available in State Fiscal Years 2022 and 2023 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-90-903010-18350000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,  
HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC

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2022	102-500731	Contracts for Prog Svs	90027027	\$151,563
2023	102-500731	Contracts for Prog Svs	90027027	\$38,169
			<b>Total</b>	<b>\$300,900</b>

**EXPLANATION**

The purpose of this new lease agreement is to secure essential office space for the Division of Public Health Services COVID-19 Operations Center as part of the Department's strategic response to the COVID-19 pandemic. The Governor previously authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a Sole Source agreement with Capital Hotel Company (dba The Courtyard by Marriott Hotel & Grappone Conference Center) to provide office space for the Division of Public Health Services COVID-19 Operations Center, approved by the Governor and submitted to the

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 2

Governor and Council as Informational Item #1 on the May 20, 2020, agenda. The original lease was subsequently amended with approval of the Governor and submitted as Informational Item #C on August 5, 2020, agenda. The current agreement with the Capital Hotel Company will expire October 30, 2020.

This lease agreement is **Sole Source** because the Department determined this to be the only viable option, within the City of Concord, where the Vendor was able and willing to immediately lease the necessary square footage required for the COVID-19 Operations Center. Moreover, the Department has been able to secure the Loudon Road space at a significantly cheaper rate than the current lease with the Capital Hotel Company. The current lease rate is approximately \$63,000 per month and the new lease will cost approximately \$12,352 per month during the first year, plus utilities and janitorial services.

The Operations Center at the Grappone Conference Center currently houses approximately 180 surge staff for case investigation, contact tracing, monitoring, and coordination of COVID-19 testing. The Department is not able to maintain the COVID-19 Operations Center at the Division of Public Health Services building located at Hazen Drive due to the limited space and as a result of the high number of surge staffing needed to manage the ongoing pandemic.

With the Grappone Conference Center lease agreement set to expire on October 30, 2020, this new lease agreement will allow the Department to secure adequate space located at 270 Loudon Road, Concord, to continue to operate the COVID-19 Operations Center at the current staffing level by providing approximately 24,704 square feet; such square footage provides sufficient space for the high number of surge staffing at the recommended minimum of 6 feet distance from one another per the Center for Disease Control guidelines. The lease agreement is for a term of two-years, with the option to terminate early with ninety days advance notice and subject to the completion of the initial twelve months. The annual rent for year one is \$148,224.00, or approximately \$6.00 per square foot, and \$152,676.00 or approximately \$6.18 per square foot for year two (3% increase). Included in the monthly rental payments are the following costs: real estate taxes, insurance and common area maintenance (including snow plowing, snow removal, general repairs and maintenance, water and sewer, and landscaping). Excluded in the monthly rental payments are utilities, anticipated to cost \$5,000 per month, and janitorial services, anticipated to cost \$2,000 per month.

Area served: Statewide

Funding for this request is 100% Federal Funds.

The Department will request General Funds in the event that Federal Funds are no longer available should services still be needed.

Respectfully submitted,



Lori A. Shibinette  
Commissioner



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

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

**DATE:** Nov. 13, 2020

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

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

**LESSEE:** Department of Health and Human Service, Div. of Public Health Services, 129  
Pleasant Street, Concord, NH 03301

**LESSOR:** Steeplegate Mall Realty LLC, Steeplegate CH LLC, and Steeplegate Nassim LLC,  
270 Loudon Road, Concord, NH 03301

**DESCRIPTION:** Retroactive Lease: Approval of the enclosed will authorize the rental of 24,704 square feet of office space located at 270 Loudon Road, Unit 1026, Concord NH. This space is used by the Department of Health and Human Services.

**TERM:** Two (2) Year, commencing October 1, 2020 ending September 30, 2022

**OPTIONS:** There are no options to extend the term

**ANNUAL RENT:**

YEARS	SQ.FT.	MONTHLY	ANNUAL	SF RATE	
First Year	24,704	\$ 12,352.00	148,224.00	\$6.00	0% inc.
Second Year	24,704	\$ 12,723.00	152,676.00	\$6.18	3% inc.
		<b>TOTAL</b>	<b>300,900.00</b>		

**JANITORIAL:**

The janitorial services are provided by the DHHS and are not included in the lease costs, the estimated cost per year is \$16,500.00.

**UTILITIES:** Provision of utilities are not included in the lease and are provided by DHHS, estimated at \$5,000.00 a month.

**TOTAL COST:** Two (2) Years lease \$ 300,900.00 + est \$120,000.00 util + est \$120,000.00 Janitorial =  
Total : \$540,900.00

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

**PUBLIC NOTICE:** Emergency waiver; Cost to get comparable space is more with the addition of the cost to move and the term is only for 24 month.

**CLEAN AIR PROVISIONS:** Emergency waiver for this short term leave due to the COVID-19 situation.

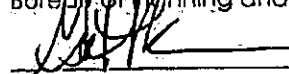
**BARRIER-FREE DESIGN COMMITTEE:** Wavier to exempt from Committee review due to use of space because of the emergency need of temporary space due to the COVID-19 situation.

**DEMISE PLAN:** On file with Lessee. Lessor and DAS Bureau of Planning & Management


**OTHER:** Approval of the enclosed is recommended

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

Reviewed and recommended by:  
Bureau of Planning and Management

  
\_\_\_\_\_  
Gail L. Rucker, Administrator II

Approved by:  
Division of Plant and Property MGMT

  
\_\_\_\_\_  
Joseph Bouchard, Assistant Commissioner

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

1. Parties to the Lease:

This indenture of Lease is made by the following parties:

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

Name: STEEPLGATE MALL REALTY LLC, STEEPLGATE CH LLC, and STEEPLGATE NASSIM LLC,  
each a New Hampshire limited liability company

(individual or corporate name)

State of Incorporation: New Hampshire  
(if applicable)

Business Address: 270 Loudon Road

Concord New Hampshire 03301  
City State Zip Telephone number

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

Department Name: Health and Human Services

Address: 129 Pleasant Street

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

Concord NH 03301 603.271.9502  
City State Zip Telephone number

WITNESSETH THAT:

2. Demise of the Premises:

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

Location of Space to be leased: 270 Loudon Road, Unit 1026

Concord New Hampshire 03301  
City State Zip

The demise of the premises consists of approximately 24,704 square feet  
(provide square footage of the leased space)

The Demise of this space shall be together with the right to use in common, with others entitled thereto, the hallways, stairways and elevators necessary for access thereto, and the lavatories nearest thereto. "Demise Documentation" has been provided which includes accurate floor plans depicting the Premises showing the extent of the space for the Tenants' exclusive use and all areas to be used in common with others, together with site plan showing all entrance to the Premises and all parking areas for the Tenant's use; these documents have been reviewed, accepted, agreed-to and signed by both parties and placed on file, and shall be deemed as part of the lease document.

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

See Exhibit D for text replacing Section 3.1 Effective Date:

3.1 Effective Date: The effective dates of Agreement shall be:  
Commencing on the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, and ending on the \_\_\_\_\_

Landlord Initials: ASM  
Date: 9/30/2022

~~day of \_\_\_\_\_, in the year \_\_\_\_\_, unless sooner terminated in accordance with the Provisions hereof.~~ Dx

**3.2 Occupancy Term:** Occupancy of the Premises and commencement of rentals payments shall be for a term (hereinafter called the "Term") of 2 year(s) commencing on the 1st day of October in the year 2020, unless sooner terminated in accordance with the Provisions hereof.

**3.3 Delay in Occupancy and Rental Payment Commencement:** Notwithstanding anything to the contrary contained herein, Landlord shall use reasonable efforts to deliver the Premises to Tenant in an "as is" condition, subject to delays caused by any circumstances beyond Landlord's reasonable control. Landlord makes no warranties, express or implied, including but not limited to any implied warranties of fitness for a particular purpose or habitability. To the fullest extent permitted by applicable law, tenant waives all express or implied warranties of landlord as to the quality or condition of the premises or the shopping center, or as to the fitness or suitability of the premises or the shopping center for any particular use as well as all warranties that the premises are suitable for tenant's use or are free from vices, defects, or deficiencies, whether hidden or apparent.

**3.4 Extension of Term:** The Tenant shall have the option to extend the Term for (number of options) No Additional term(s) of 0 year(s), upon the same terms and conditions as set forth herein. Notice from the Tenant exercising their option to extend the term shall be given by the Tenant delivering advance Written notice to the Landlord no later than thirty (30) days prior to the expiration of the Term, or any extensions thereof.

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

**3.6 Early Termination Right:** Notwithstanding anything to the contrary contained herein, either party shall have the option to terminate the Lease (the "Early Termination Option"), by giving ninety (90) days prior written notice to the other party of its intention to terminate the Lease. In the event the Early Termination Option as set forth above is exercised, each party shall fulfill all covenants and shall remain liable for all obligations under the Lease applicable to the period prior to and including the early termination date set forth in the termination notice.

**4. Rent:**

**4.1 Rent:** During the Term hereof and any extended Term, the Tenant shall pay the Landlord annual rent (hereinafter called the "Rent") payable in advance at the Landlord's address set forth in Section 1 above, in twelve equal monthly installments. The first such installment shall be due and payable on the following date:

(insert month, date and year) October 1, 2020

The rent due and payable for each year of the term, and any supplemental provisions affecting or escalating said rent or specifying any additional payments for any reason, shall be as set forth in a Schedule of Payments made a part hereto and attached herein as "Exhibit A".

**4.2 Taxes and other Assessments:** The Landlord shall be responsible for, and pay for, all taxes and other assessment(s) applicable to the Premises.

**5. Conditional Obligation of the State:**

Notwithstanding any provisions of this Lease to the contrary, it is hereby expressly understood and agreed by the Landlord that all obligations of the Tenant hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the Tenant be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the Tenant shall have the right to withhold payment until such funds become available, if ever, and either party shall have the right to terminate this Lease in whole or in part immediately upon giving the other notice of such termination. The State shall not be required to transfer funds from any other account in the event funding for the account from which the "rent" specified for the lease herein is terminated or reduced. It

Landlord Initials: ASPT  
Date: 7/30/2020

is further expressly understood and agreed by the Landlord that in the event the State of New Hampshire makes available State owned facilities for the housing of the Tenant the Tenant may, at its' option, serve thirty (30) days written notice to the Landlord of its intention to cancel the Lease in whole or in part. Whenever the Tenant decides to cancel the Lease in whole or in part under this Section the Tenant shall vacate all or part of the Premises within a thirty (30) day period. The Lease to the portion of the Premises vacated shall henceforth be canceled and void, while the Lease to the portion of the Premises still occupied shall remain in effect, with a pro rata abatement of the rent made by the parties hereto.

**See Exhibit D for detailed explanation**

6. **Utilities:** Select one of the following standard clauses specifying the party(s) responsible for the provision of utilities indicating the applicable clause with an "x". If neither clause provides an adequate or accurate explanation provide a detailed explanation as a "Special Provision" in "Exhibit D" herein.

The Landlord shall furnish all utilities and the Tenant shall remit reimbursement for their provision no later than thirty (30) days after receipt of Landlord's copy of the utility invoice(s). Any exceptions to the forgoing specifying certain utilities which the Landlord will provide with no reimbursement payment from the Tenant shall be listed in the space below:  
Exceptions: \_\_\_\_\_

**OR:**

The Landlord shall at their own and sole expense furnish all utilities, the Tenant shall make no reimbursement. Any exceptions to the forgoing specifying certain utilities that the Tenant shall be responsible for arranging and making direct payment to the provider thereof shall be listed in the space below:  
Exceptions: \_\_\_\_\_

6.1 **Sewer and Water Services:** The Landlord shall provide and maintain in good and proper working order all sewer services to the Premises. Provision of said services shall include payment of all charges, expenses or fees incurred with provision of said services. All sewer services shall be provided and maintained in conformance with all applicable regulatory laws and ordinances. The water supply and sanitary waste system shall be used for ordinary lavatory purposes. The cost to the Landlord for any unauthorized use of these services, including, but not limited to, the costs of water and water dispersion and cesspool testing and cleaning shall be borne by Tenant as an item of additional rent.

6.2 **Electrical and Lighting:** The Landlord shall furnish all electrical power distribution, outlets and lighting in compliance with the most current National Electrical Code standards. Lighting fixtures throughout the Premises shall be capable of providing illumination levels in accordance with ANSI/IES Standards for Office Lighting in effect on the date of commencement of the term herein. Lighting for exterior areas and other applications shall conform to the recommended levels in the current IES Lighting Handbook in effect on the date of commencement of the term herein.

7. **Use of Premises:**

The Tenant shall use the premises for the purpose of:

office space for its employees engaged in the delivery of health and human services.

and for any other reasonable purposes that may arise in the course of the Tenant's business. Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with (i) all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations affecting the Premises or any part thereof, or the use thereof, including, but not limited to, those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the

Landlord Initials: ADW  
Date: 2/30/2020

correction of hazardous conditions which apply to the Premises. Tenant shall, at its sole cost and expense, diligently pursue and procure (and maintain throughout the Term of the Lease) in good faith any applicable permits, approvals, certificates, licenses or other authorizations required by any and all applicable governmental authorities for its use of the Premises as set forth herein.

**8. Maintenance and Repair by the Landlord:**

**8.1 General Provisions:** Landlord shall at its own expense keep the exterior and interior, the foundations, roof, and structural portions of the outer walls of the Premises, including common building space such as parking areas, walkways, public lobbies and restrooms, and including all hallways, stairways and elevators, in good repair and condition.

**8.2 Maintenance and Repair by Tenant:** Tenant shall keep the Premises and any fixtures, facilities, signs or equipment contained therein, in clean, sanitary and safe condition and perform any repair/replacement to all interior portions of the Premises not required to be maintained by Landlord, including, all doors, door checks and operations, windows, plate glass, and showcases surrounding the Premises, HVAC the exterior doors, window frames, and all portions of the Premises front area, and shall make any replacements of the foregoing and of all broken and/or cracked plate and window glass which may become necessary during the Term of this Lease, and any renewals thereof. Notwithstanding anything to the contrary contained herein, Tenant's obligation to repair/replace the HVAC servicing the Premises shall be limited to \$1,500.00 per occurrence. For clarification purposes, for each such necessary repair/replacement to the HVAC, Tenant will be liable for the first \$1,500.00 and Landlord shall be liable to pay any amounts in excess of the \$1,500.00 limit. The foregoing cap is exclusive of any Tenant routine maintenance obligations. Should the HVAC unit be replaced during the Term of the Lease, thereafter Tenant shall be liable for 100% of any future repairs. Landlord shall be provided the opportunity to bid such repairs to vendors of its choosing.

**8.3 Recycling:** The Landlord shall cooperate with the Tenant, at no additional cost to Landlord, to meet the requirements for waste reduction and recycling of materials pursuant to all Federal, State, and Municipal laws and regulations which are or may become effective or amended during the Term.

**8.4 Window Cleaning:** The Landlord shall clean both the exterior and interior surfaces of all windows in the Premises annually. Window cleaning shall be completed no later than July 1<sup>st</sup> of every year.

**8.5 Snow Plowing and Removal:** The Landlord shall make best efforts to provide for rapid and consistent ice and snow plowing and/or removal from all steps, walkways, doorways, sidewalks, driveway entrances and parking lots, including accessible parking spaces and their access aisles, providing sanding and/or salt application as needed. Plowing and/or removal shall be provided prior to Tenant's normal working hours, however, additional work shall be provided as needed during the Tenant's working hours if ice accumulates or if more than a 3" build-up of snow occurs. Best efforts shall be made to provide and maintain bare pavement at all times. In addition to the foregoing, the Landlord shall provide plowing and/or ice and snow removal service with diligence sufficient to maintain availability of the number of Tenant parking spaces designated in the Agreement herein for the Tenant's use.

**8.6 Parking Lot Maintenance:** Landlord shall maintain and repair all parking lot areas, walks and access ways to the parking lot; maintenance shall include paving, catch basins, curbs, and striping. Provision of parking lot maintenance shall include but not be limited to the following:

- A) Inspect pavement for cracks and heaves semi-annually. Monitor to identify source of cracking, if excessive moisture is found under pavement surfaces due to poor drainage, remove pavement, drain properly, and replace with new pavement.
- B) Re-stripe the parking lot at least once every three (3) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
- C) Maintain all parking lot and exterior directional signage, replacing signs as necessary when substantially faded, damaged or missing.

**8.7 Site Maintenance:** Landlord shall maintain and provide as follows:

- A) The Landlord shall maintain all lawns, grass areas and shrubs, hedges or trees in a suitable, neat appearance and keep all such areas and parking areas free of refuse or litter. Any graffiti shall be promptly removed.
- B) The Landlord shall maintain and repair all exterior lighting fixtures and bulbs, providing same day maintenance and repair when possible.
- C) The Landlord shall clean and wash all exterior cleanable/washable surfaces and repaint all painted surfaces, including remarking painted lines and symbols in the parking lot and access lanes thereto, once every three years, except where surfaces are in disrepair in advance of this time frame, which case it shall be required on a more frequent basis.

Landlord Initials: 2424  
Date: 8/30/20

D) The Landlord shall regularly inspect and maintain the roof, including cleaning of roof drains, gutters, and scuppers on a regular basis, and timely control of snow and ice build-up. Flashings and other roof accessories shall be observed for signs of deterioration with remedy provided prior to defect. If interior leaks are detected, the cause shall be determined and a solution implemented as quickly as possible to prevent damage to interior finishes and fixtures. Landlord shall inspect roof seams annually, especially at curbs, parapets, and other places prone to leaks, investigate any ponding, etc. All work on the roof shall be conducted so as to maintain roof warranty.

**8.8 Heating Ventilation and Air Conditioning (HVAC):** The HVAC system in the Premises shall be maintained regularly by Tenant and must comply with all applicable regulations and laws. All HVAC air filters shall be replaced on a semi-annual basis; and the air filters used in the HVAC system shall provide the greatest degree of particulate filtration feasible for use in the Premise's air handling system. All HVAC condensate pans shall be emptied and cleaned on a semi-annual basis. Any moisture incursions and/or leaks into the Premises shall be repaired immediately, this shall include the repair and/or replacement of any HVAC component which caused the incursion, and the replacement of any and all interior surfaces which have become moisture laden and cannot be dried in entirety to prevent possible future growth of mold. Landlord shall clean the HVAC air ducts upon delivery.

**8.9 Maintenance and Repair of Lighting, Alarm Systems, Exit Signs etc:**

Maintenance within the premises shall include the Landlord's timely repair and/or replacement of all lighting fixtures, ballasts, starters, incandescent and fluorescent lamps as may be required. The Landlord shall provide and maintain all emergency lighting systems, fire alarm systems, sprinkler systems, exit signs and fire extinguishers in the Premises and/or located in the building to which the Premises are a part in conformance with requirements set forth by the State of New Hampshire Department of Safety, Fire Marshall's office and/or the requirements of the National Fire Protection Agency (NFPA). Said systems and fire extinguishers shall be tested as required and any deficiencies corrected. A report shall be maintained of all testing and corrections made, with a copy of the report furnished to the Tenant no later than thirty (30) days after each semi-annual update to the report. Landlord shall replace any light bulbs that are burned out upon delivery.

**8.10 Interior finishes and surfaces:**

Any and all suspended ceiling tiles and insulation which becomes damp and/or water marked shall be replaced (tiles shall match existing in texture and color) no later than three (3) days from the date the damage or water incursion is reported by the Tenant or observed by the Landlord. The Landlord shall clean and wash all interior washable surfaces and repaint all interior painted surfaces in colors agreeable to the Tenant at least once every five years, except where surfaces are in disrepair in which case it shall be required on a more frequent basis.

**8.11 Janitorial Services:** Provision of janitorial services to the Premises shall be as described below, and as specified in a schedule of services that shall be attached as "Exhibit B" hereto.

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

OR:

Janitorial Services shall be provided by the Tenant, as defined and specified in the schedule of services attached as Exhibit B hereto.

**8.12 Failure to Maintain, Tenant's Remedy:** If the Landlord fails to maintain the Premises as provided herein, the Tenant shall give the Landlord written notice of such failure. If within ten (10) business days after such notice is given to the Landlord no steps to remedy the condition(s) specified have been initiated, the Tenant may, at their option, and in addition to other rights and remedies of Tenant provided hereunder, contract to have such condition(s) repaired, and the Landlord shall be liable for the direct and reasonable expenses incurred by the Tenant resulting from the Landlord's failure. Tenant shall submit documentation of the expenses incurred to the Landlord, who shall reimburse the Tenant within thirty (30) days of receipt of said documentation of work. If the Landlord fails to reimburse the Tenant within thirty (30) days, the Tenant shall withhold the amount of the expense from the rental payment(s), reimbursing the Landlord only after the cost of any and all repair expenses have been recovered from the Landlord.

**9. Manner of Work, Compliance with Laws and Regulations:** All new construction, renovations and/or alterations to existing buildings, hereinafter known as "work" shall conform to the following:

Landlord Initials: AM  
Date: 9/28/2020

All work, whether undertaken as the Landlord's or Tenant's responsibility, shall be performed in a good workmanlike manner, and when completed shall be in compliance with all Federal, State, or municipal statute's building codes, rules, guidelines and zoning laws. Any permits required by any ordinance, law, or public regulation, shall be obtained by the party (Tenant or Landlord) responsible for the performance of the construction or alteration. The party responsible shall lawfully post any and all work permits required, and if a "certificate of occupancy" is required shall obtain the "certificate" from the code enforcement authority having jurisdiction prior to Tenant occupancy. No alteration shall weaken or impair the structure of the Premises, or substantially lessen its value. All new construction, alterations, additions or improvements shall be provided in accordance with the Tenant's design intent floor plans, specifications, and schedules; which together shall be called the "Tenant's Design-Build Documents". The Tenant's finalized version of the Design-Build Documents shall be reviewed, accepted, agreed-to and signed by both parties and shall be deemed as part of the lease document.

**9.1 Barrier-Free Accessibility:** No alteration shall be undertaken which decreases, or has the effect of decreasing, architecturally Barrier-free accessibility or the usability of the building or facility below the standards and codes in force and applicable to the alterations as of the date of the performance. If existing elements, (such as millwork, signage, or ramps), spaces, or common areas are altered, then each such altered element, space, or common area shall be altered in a manner compliant with the Code for Barrier-Free Design (RSA 275 C:14, ABFD 300-303) and with all applicable provisions for the Americans with Disabilities Act Standards for Accessible Design, Section 4.4.4 to 4.1.3 "Minimum Requirements" (for new construction).

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

**9.3 State Energy Code:** New construction and/or additions that add 25% or greater to the gross floor area of the existing building to which the Premises are a part and/or that are estimated to exceed one million (\$1,000,000) in construction costs, or renovations that exceed 25% of the existing gross floor area, shall conform to all applicable requirements of the State of New Hampshire Energy Code.

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

**9.5 Ownership, Removal of Alterations, Additions or Improvements:** All alterations, additions or improvements which can be removed without causing substantial damage to the Premises, and where paid for by the Tenant, shall be the property of the Tenant at the termination of the Lease. This property may be removed by the Tenant prior to the termination of the lease, or within ten (10) days after the date of termination. With the exception of removal of improvements, alterations or renovations which were provided under the terms of the Agreement herein, the Tenant shall leave the Premises in the same condition as it was received, ordinary wear and tear excluded, in broom clean condition, and shall repair any damages caused by the removal of their property.

**10. NOT USED**

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

**12. Signs:** Tenant shall have the right to erect a sign or signs on the Premises identifying the Tenant, obtaining the consent of the Landlord prior to the installation of the signs; such consent shall not be unreasonably denied. All signs that have been provided by the Tenant shall be removed by them, at their own expense, at the end of the Term or any extension thereof. All damage due to such removal shall be repaired by the Tenant if such repair is requested by the Landlord. If Landlord so approves, Tenant shall be permitted to erect a sign or signs upon the Premises at Tenant's sole cost and expense, provided all signage is in compliance with size, location and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances.

Landlord Initials: MSM  
Date: 9/30/2020



13. **Inspection:** Three (3) months prior to the expiration of the Term, the Landlord or Landlord's agents may enter the Premises during all reasonable working hours for the purpose of inspecting the same, or making repairs, or for showing the Premises to persons interested in renting it, providing that such entrance is scheduled at least 24 hours notice in advance with the Tenant. Six (6) months prior to the expiration of the term, the Landlord may affix to any suitable part of the Premises, or of the property to which the Premises are a part, a notice or sign for the purpose of letting or selling the Premises.
14. **Assignment and Sublease:** Parties shall not assign this Lease nor sublet, mortgage or transfer the Premises or any part thereof, without in each case the prior written consent of the other party, which consent the party may not unreasonably withhold. Notwithstanding the foregoing, the Tenant may sublet the Premises or any portion thereof to a government agency under the auspices of the Tenant without Landlord's prior consent.
15. **Insurance:** During the Term and any extension thereof, the Landlord shall at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than one million (\$1,000,000) per occurrence and not less than three million (\$3,000,000) general aggregate; with coverage of Excess/Umbrella Liability of not less than one million (\$1,000,000). The policies described herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Tenant no less than ten (10) days prior written notice of cancellation or modification of the policy. Tenant shall deposit with Landlord prior to the date of any use or occupancy of the Premises by Tenant certificates and endorsements evidencing Tenant's compliance with each of the required coverage's. To the extent that any of the foregoing policies shall change in name and/or coverage due to general changes in the insurance industry, Tenant shall obtain and maintain the equivalent policies and coverage's as are then recognized in the insurance industry. Such policies shall insure Tenant's performance of the indemnity provisions of this Lease. Notwithstanding anything to the contrary contained herein, Tenant's insurance shall be primary, and any insurance maintained by Landlord or any other additional insureds hereunder shall be excess and noncontributory. All such insurance shall be written so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord and Namdar Realty Group LLC in connection with any loss or damage covered by the policy.

15.1 **Workers Compensation Insurance:** To the extent the Landlord is subject to the requirements of NH RSA chapter 281-A, Landlord shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Landlord shall furnish the Tenant proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The Tenant shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Landlord, or any subcontractor of the Landlord, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

16.2 **Landlord's Failure to Perform Obligations:** On account of or resulting from, the failure of the Landlord to perform and discharge any of its covenants and obligations under this Lease and, in respect to the foregoing from and against all costs, expenses (including reasonable attorney's fees) and liabilities incurred in, or in connection with, any such claim, or any action or proceeding brought thereon; and in the case of any action or proceeding being brought against the Tenant by reason of any such claim, the Landlord, upon notice from Tenant shall at Landlord's expense resist or defend such action or proceeding.

Landlord Initials: ASJ  
Date: 7/8/2020

**16.3 Tenant's Acts or Omissions Excepted:** Notwithstanding the foregoing, nothing contained in this section shall be construed to require the Landlord to indemnify the Tenant for any loss or damage resulting from the acts or omissions of the Tenant's servants or employees. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

**17. Fire, Damage and Eminent Domain:** The Tenant and Landlord agree that in the event of fire or other damage to the Premises, the party first discovering the damage shall give immediate notice to the other party. Should all or a portion of the Premises, or the property to which they are a part, be substantially damaged by fire or other peril, or be taken by eminent domain, the Landlord or the Tenant may elect to terminate this Lease. When such fire, damage or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of the rent shall be made as of the date of such fire, damage, or taking, remaining in effect until such time as the Tenant's occupancy and use has been restored in entirety.

**17.1 Landlord's Repair:** In the event of damage to the Premises that can be repaired within ninety (90) days:

- A) No later than five (5) business days after the date of damage to the Premises, the Landlord shall provide the Tenant with written notice of their intention to repair the Premises and restore its previous condition; and,
- B) The Landlord shall thereupon expeditiously, at their sole expense and in good and workmanlike manner, undertake and complete such repairs that are necessary to restore the Premises to its previous condition.
- C) The Landlord may provide alternate temporary space for the Tenant until such time that the Premises are restored to a condition that is substantially suitable for the Tenant's intended use. Alternate temporary space is subject to the acceptance of the Tenant. Should said temporary space provide less square footage and/or limited services for the Tenant's use, a proportionate abatement of the rent shall be made.

**17.2 Tenant's Remedies:** In the event the Premises cannot be repaired within ninety (90) days of said fire or other cause of damage, or the Tenant is unwilling or unable to wait for completion of said repair, the Tenant may, at its sole discretion, terminate the agreement herein effective as of the date of such fire or damage, without liability to the Landlord and without further obligation to make rental payments.

**17.3 Landlord's Right To Damages:** The Landlord reserves, and the Tenant grants to the Landlord, all rights which the Landlord may have for damages or injury to the Premises, or for any taking by eminent domain, except for damage to the Tenant's fixtures, property, or equipment, or any award for the Tenant's moving expenses.

**18. Event of Default; Termination by the Landlord and the Tenant:**

**18.1 Event of Default; Landlord's Termination:** In the event that:

- A) **Tenant's Failure to Pay Rent:** The Tenant shall default in the payment of any installment of the rent, or any other sum herein specified, and such default shall continue for twenty (20) days after written notice received by the Tenant from the Landlord of such default; or
- B) **Tenant's Breach of Covenants, etc.:** The Tenant shall default in the observation of or performance of, any other of the Tenant's covenants, agreements, or obligations hereunder and such default is not corrected within thirty (30) days of written notice by the Landlord to the Tenant specifying such default and requiring it to be remedied then: The Landlord may serve ten (10) days written notice of cancellation of this Lease upon the Tenant, and upon the expiration of such ten days, this Lease and the Term hereunder shall terminate. Upon such termination the Landlord may immediately or any time thereafter, without demand or notice, enter into or upon the Premises (or any part thereon) and repossess the same.

**Landlord's Default; Tenant's Remedies:** In the event that the Landlord defaults in the observance of any of the Landlord's covenants, agreements, and obligations hereunder, and such default shall materially impair the habitability and use of the Premises by the Tenant, and is not been commenced to be corrected within thirty (30) days of written notice by the Tenant to the Landlord specifying such default and requiring it to be remedied, then the Tenant at its option, commence to cure such default and the direct and reasonable costs thereof shall be reimbursed to Tenant by Landlord.

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

**19. Surrender of the Premises:** In the event that the Term, or any extension thereof, shall have expired or terminated, the Tenant shall peacefully quit and deliver up the Premises to the Landlord in as good order and condition, reasonable

Landlord Initials: ATZ  
Date: 9/30/2020

wear, tear, and obsolescence and unavoidable casualties excepted, as they are in at the beginning of the term of this lease, and shall surrender all improvements, alterations, or additions made by the Tenant which cannot be removed without causing damage to the Premises. The Tenant shall remove all of its' personal property surrendering the Premises to the Landlord in broom clean condition. If Tenant does not remove its property as herein provided, such property shall be deemed abandoned by Tenant and Landlord may dispose of same as it sees fit without liability to Tenant therefor. Tenant shall repair any damage to the Premises or the Shopping Center caused by Tenant's removal of any personal property.

**20. Hazardous Substances:**

**20.1 Disclosure:** The Landlord warrants that to their knowledge and belief, the Premises are free of present or potential contamination which may impact the health or safety of the occupants; examples include but are not limited to: hazardous substances such as asbestos, lead and/or mold.

**20.2 Maintenance/Activity Compliance:** In the event hazardous materials are present, the Landlord further warrants that all custodial, maintenance or other activities on the Premises will be conducted in compliance with applicable statutes, regulations and/or accepted protocols regarding the handling of said materials.

**20.3 Action to Remove/Remediate:** The Landlord shall promptly take all actions that may be necessary to assess, remove, and/or remediate Hazardous Substances that are on, or in the Premises or the building to which the Premises is a part. Said action shall be to the full extent required by laws, rules, accepted industry standard protocols and/or other restrictions or requirements of governmental authorities relating to the environment, indoor air quality, or any Hazardous Substance.

**20.4 Non-Permitted Use, Generation, Storage or Disposal:** The Tenant shall not cause or permit Hazardous Substances to be used, generated, stored or disposed of in the Premises or the building to which it is a part. The Tenant may, however, use minimal quantities of cleaning fluid and office or household supplies that may constitute Hazardous Substances, but that are customarily present in and about premises used for the Permitted Use.

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

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

**23. Required Property Management and Contact Persons:** During the Term both parties shall be responsible for issuing written notification to the other if their contact person(s) changes, providing updated contact information at the time of said notice.

**23.1 Property Management:** Notwithstanding the provisions of Section "22 Notice", the Landlord shall employ and/or identify a full time property manager or management team for the Premises who shall be responsible for addressing maintenance and security concerns for the Premises and issuing all reports, testing results and general maintenance correspondence due and required during the Term. The Landlord shall provide the Tenant with the information listed below for the designated management contact person for use during regular business hours and for 24-hour emergency response use.

**LANDLORD'S PROPERTY MANAGEMENT CONTACT:**

Name: Thomas Lavigne

Title: Property Manager

Address: 270 Loudon Road, Unit 1000 Phone: (603) 228-0025x0016

Email Address: Thomas@steeplecotemall.com

Landlord Initials: TLV  
Date: 7/30/20

**23.2 Tenant's Contact Person:** Notwithstanding the provisions of Section "22 Notice", the Tenant shall employ and/or identify a designated contact person who shall be responsible for conveying all facility concerns regarding the Premises and/or receiving all maintenance reports, testing results and general correspondence during the term. The Tenant shall provide the Landlord with the information listed below for the designated contact person.

**TENANT'S CONTACT PERSON:**

Name: Leon Smith  
Title: Assistant Administrator  
Address: 129 Pleasant Street, Concord, NH 03301 Phone: 603.271.9502  
Email Address: Leon.SmithJr@dhhs.nh.gov

**24. Landlord's Relation to the State of New Hampshire:** In the performance of this Agreement the Landlord is in all respects an independent contractor, and is neither an agent nor an employee of the State of New Hampshire (the "State"). Neither the Landlord nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**25. Compliance by Landlord with Laws and Regulations/Equal Employment Opportunity:**

**25.1 Compliance with Laws, etc:** In connection with the performance of the Services set forth herein, the Landlord shall comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligations or duty upon the Landlord, including, but not limited to, civil rights and equal opportunity laws. In addition, the Landlord shall comply with all applicable copyright laws.

A) The Tenant reserves the right to offset from any amounts otherwise payable to the Landlord under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

**25.2 Discrimination:** During the term of this Agreement, the Landlord shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

**25.3 Funding Source:** If this Agreement is funded in any part by monies of the United States, the Landlord shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulation of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issued to implement these regulations. The Landlord further agrees to permit the State or United States access to any of the Landlord's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**26. Personnel:**

The Landlord shall at its' own expense provide all personnel necessary to perform any and/or all services which they have agreed to provide. The Landlord warrants that all personnel engaged in the services shall be qualified to perform the services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**27. Bankruptcy and Insolvency:** If the Landlord's leasehold estate shall be taken in execution, or by other process of law, or if any receiver or trustee shall be appointed for the business and property of the Landlord, and if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within sixty (60) days after the Landlord shall receive actual notice thereof, or if Landlord shall be adjudicated a bankrupt, or if Landlord shall make a general assignment of its leasehold estate for the benefit of creditors, then in any such event, the Tenant may terminate this lease by giving written notice thereof to the Landlord.

**28. Miscellaneous:**

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

Landlord Initials: [Signature]  
Date: 7/30/20

- ~~28.2~~ **NO WAIVER OR BREACH:** No assent by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right for action for damages as a result of such breach, nor shall it be construed as a waiver of any subsequent breach of the covenant, condition, or obligation.
- 28.3 **Unenforceable Terms:** If any terms of this Lease, or any application thereof, shall be invalid or unenforceable, the remainder of this Lease and any application of such terms shall not be affected thereby.
- 28.4 **Meaning of "Landlord" and "Tenant":** Where the context so allows, the meaning of the term "Landlord" shall include the employees, agents, contractors, servants, and licensees of the Landlord, and the term "Tenant" shall include the employees, agents, contractors, servants, and licensees of the Tenant.
- 28.5 **Headings:** The headings of this Lease are for purposes of reference only, and shall not limit or define the meaning hereof.
- 28.6 **Entire Agreement:** This Lease embodies the entire agreement and understanding between the parties hereto, and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 28.7 **No Waiver of Sovereign Immunity:** No provision of this Lease is intended to be, nor shall it be, interpreted by either party to be a waiver of sovereign immunity.
- 28.8 **Third Parties:** The parties hereto do not intend to benefit any third parties, and this agreement shall not be construed to confer any such benefit.
- 28.9 **Special Provisions:** The parties' agreement (if any) concerning modifications to the foregoing standard provisions of this lease and/or additional provisions are set forth in Exhibit D attached and incorporated herein by reference.
- 28.10 **Incompatible Use:** The Landlord will not rent, lease or otherwise furnish or permit the use of space in this building or adjacent buildings, or on land owned by or within the control of the Landlord, to any enterprise or activity whereby the efficient daily operation of the Tenant would be substantively adversely affected by the subsequent increase in noise, odors, or any other objectionable condition or activity.

Landlord Initials: ADH  
Date: 9/20/2020

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

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

Authorized by: (full name and title) David S. Clapp, Director of Facilities

*David S. Clapp* 9/25/20

LANDLORD: (full name of corporation, LLC or individual) |

STEEPLEGATE MALL REALTY LLC, STEEPLEGATE NASSIM LLC, and STEEPLEGATE CH LLC, all New Hampshire limited liability companies

By: Steeplegate Mall Realty LLC

Title: Authorized Agent

Authorized by: (full name and title) \_\_\_\_\_

*Igal Namdar*  
Signature

Print: Igal Namdar, Member  
Name & Title

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

OF: New York COUNTY OF: Nassau

UPON THIS DATE (insert full date) 9/30/2020, appeared before

me (print full name of notary) Anthony Martirale the undersigned officer personally

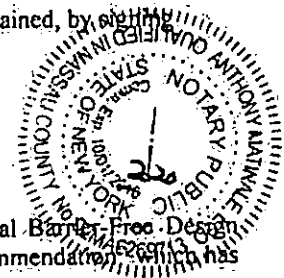
appeared (insert Landlord's signature) Igal Namdar

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

of Steeplegate Mall Realty LLC and that as such

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

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



APPROVALS:

Recommendation(s) regarding the approval of the Agreement herein issued by the "Architectural Barrier-Free Design Committee" of the "Governors' Commission on Disability" have been set forth in a "Letter of Recommendation" which has been attached hereto and made part of the Agreement herein by reference.

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

Approval date: 10/9/2020

Approving Attorney: Takmina Rakhmatova

Approved by the Governor and Executive Council:

Approval date: \_\_\_\_\_

Signature of the Deputy Secretary of State: \_\_\_\_\_

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

Landlord Initials: AM  
Date: 9/30/2020



**Additional Costs:**

There are no additional costs associated with this lease.

Landlord Initials: APW  
Date: 9/30/2020



**ATTACHMENT TO EXHIBIT A  
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>
2021	10/1/2020	\$ 12,352.00		
	11/1/2020	\$ 12,352.00		
	12/1/2020	\$ 12,352.00		
	1/1/2021	\$ 12,352.00		
	2/1/2021	\$ 12,352.00		
	3/1/2021	\$ 12,352.00		
2022	4/1/2021	\$ 12,352.00		
	5/1/2021	\$ 12,352.00		
	6/1/2021	\$ 12,352.00		\$ 111,168.00
	7/1/2021	\$ 12,352.00		
	8/1/2021	\$ 12,352.00		
	9/1/2021	\$ 12,352.00	\$ 148,224.00	
2023	10/1/2021	\$ 12,723.00		
	11/1/2021	\$ 12,723.00		
	12/1/2021	\$ 12,723.00		
	1/1/2022	\$ 12,723.00		
	2/1/2022	\$ 12,723.00		
	3/1/2022	\$ 12,723.00		
	4/1/2022	\$ 12,723.00		
	5/1/2022	\$ 12,723.00		
	6/1/2022	\$ 12,723.00		\$ 151,563.00
	7/1/2022	\$ 12,723.00		
	8/1/2022	\$ 12,723.00		
	9/1/2022	\$ 12,723.00	\$ 152,676.00	\$ 38,169.00
<b>Total Rent</b>			\$ 300,900.00	\$ 300,900.00

Landlord Initials: ADW  
Date: 9/20/2020

**EXHIBIT B**

**JANITORIAL SERVICES:** *specify which party shall be responsible for provision of janitorial services to the Premises (and/or portions of the Premises) during the Term. Specify what those services shall include, and how often they shall be provided. Provide any additional information required for clarification of duties and scheduling.*

1. Landlord shall assume responsibility for and pay for the following:

- a. The Landlord shall be responsible for providing a dumpster or compactor maintained by the Landlord on a pad located within the site to which the Premises are a part. Use of the Landlord's dumpster or compactor shall be without additional charge to the Tenant, included in the annual rent.

Landlord-Initials: ATC  
Date: 9/20/2020

**EXHIBIT C**

**NOT USED**

Landlord Initials: LLS  
Date: 9/30/2020

**EXHIBIT D  
SPECIAL PROVISIONS**

The parties' agreements concerning modifications or additions to the foregoing standard provisions of this lease shall be as set forth below or attached hereto and incorporated by reference.

**SPECIAL PROVISIONS OF THE LEASE:**

- A. Federal Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions: The "List of Parties Excluded From Federal Procurement or Non-procurement Programs" was reviewed and the Landlord was not on the list (see the attached search results). Should Landlord, during the term of this lease agreement, be debarred, suspended or proposed for debarment, Tenant may continue the lease in existence at the time the Landlord was debarred, suspended, or proposed for debarment unless the Tenant directs otherwise. Should Landlord be debarred, suspended, or proposed for debarment, unless the Tenant makes a written determination of the compelling reasons for doing so, Tenant shall not exercise options, or otherwise extend the duration of the current lease agreement.
- B. Public Disclosure: RSA 91-A obligates disclosure of contracts (which includes operating leases) resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal and entering into the Agreement herein the Landlord acknowledges and agrees that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), the lease agreement herein will be made accessible to the public online via the State's website without any redaction whatsoever.

**MODIFICATION OF STANDARD PROVISIONS OF THE LEASE:**

- A. **Section 3.1: Effective date is deleted, replaced by the following:** The effective date of Agreement shall commence on the 1st day of October 2020 and ending on the 30<sup>th</sup> day of September 2022. The Tenant shall have the option of "early termination" of the two-year term, after the initial twelve-months have passed. The Tenant may exercise this option for "early termination" by delivering written notification to the Landlord ninety (90) days in advance of their desired termination date. Notice shall be given in accordance with the address listed in section 1.1.
- B. **Section 6. Utilities is modified by the following:**
- a. Tenant shall be responsible for the provision and direct payment to the providers thereof of heating fuel, electricity, telecommunications, cable and data services.
  - b. Landlord shall be responsible for the provision and direct payment to the provider thereof of water and sewer services for the Premises and for the building and site to which the Premises are a part.
  - c. In no event shall Landlord be liable for the quality, quantity, failure, or interruption of the foregoing utility and rubbish disposal services to the Premises.

Landlord Initials: Amj  
Date: 8/24/2020

EXHIBIT C

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 9/30/2020

Company Name: Steeplegate Hall Realty LLC  
Address: 150 Great Neck Road, Suite 304  
Great Neck, NY 11021

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed Igal Nander

Authorized Signor's Signature [Signature]

Authorized Signor's Title Authorized Signatory

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Nassau STATE: NY ZIP: 11021

On the 30 day of September, 2020, personally appeared before me, the above named Igal Nander, in his/her capacity as authorized representative of Steeplegate Hall Realty LLC, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

[Signature]  
(Notary Public/Justice of the Peace)

My commission expires: 10/1/2020

